

Redaction Declaration

The names, addresses, telephone numbers, dates of birth, social security numbers, and financial account amount and numbers are all protected from disclosure as personally identifiable information under federal law and the laws of the State of Alabama. *See* The Privacy Act of 1974, 5 U.S.C. § 552a; *see also* Alabama Data Breach Notification Act of 2018, Ala. Code (1975) § 8-38-1 *et seq.*

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With regard to our security plan and building plans, the Alabama Public Records Law exempts from disclosure “. . . records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures . . . the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare . . .” Ala. Code § 36-12-40 (1975).



Review

Selected Account: Green Acres Organic Pharms Inc.
Your application has been filed with the Alabama Medical Cannabis Commission.
Your reference code is **1681**.

File Date : **03/03/2023 10:03 AM**

Your transaction ID is : **89101820**
Transaction Token: **f49df870-8b43-4eac-9b86-42b9720dd23d**

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

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

Request for Business Application Information

✓ Request Number: 0094

General Applicant Information

✓ Applicant Name : Green Acres Organic Pharms Inc.

✓ Applying as: Business Entity

Trade Name :
(DBAs)

✓ Identification Number Type : FEIN

✓ Federal Tax Identification Number : 843239858

✓ Business Entity Name : Green Acres Organic Pharms Inc.

✓ Business Entity Type : Corporation

✓ Secretary of State Entity ID Number : 000588544

✓ Federal Business Code No : 339999

✓ Date of Qualification, Organization or Incorporation

:09/25/2019

Applicant Street Address

✓ Street:

Unit No / Apt No :

✓ City: FLORENCE

✓ County: 39-Lauderdale

✓ State: Alabama

✓ Zip Code: 35630

✓ Address Verified?: Yes

Applicant Mailing Address

✓ Street: [REDACTED]

Unit No / Apt :
No

✓ City: FLORENCE

✓ State: Alabama

✓ Zip Code: 35630

✓ Address Verified?: Yes

✓ Applicant Website : www.GreenAcres
OrganicPharms.com

✓ Applicant Email Address : sales@greenacre
sorganicpharms.com

✓ Applicant Phone Number : [REDACTED]

✓ 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:No
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?

Primary Contact Person

✓ First Name: [REDACTED]

✓ Last Name: [REDACTED]

✓ Title: General Manager

✓ Phone Number: [REDACTED]

✓ Email: [REDACTED]@gm
ail.com

✓ Street: [REDACTED]

Unit No / Apt :
No

✓ City: FLORENCE

✓ State: Alabama

✓ Zip Code: 35630

✓ Address Verified?: Yes

License Information

✓ License Type: Processor

Facility Information

Facility Information

✓ **Facility Type:** Processing Facility

Physical Address

✓ **Street:** [REDACTED] **Unit No / Apt:** No **City:** FLORENCE

✓ **County:** 39-Lauderdale **State:** Alabama **Zip Code:** 35630

✓ **Address Verified?** : Yes

Facility Information Questions

- ✓ **Applicant's interest in property where proposed facility is located** : Leases/Rents
- ✓ **Is this facility under construction?** : Yes
- ✓ **Estimated date of construction completion** : 02/01/2024
- ✓ **The number of days, if awarded a license, within which the Applicant reasonably projects it will commence operations at this facility** : 220
- ✓ **The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility** : 365
- ✓ **Does the applicant verify that this proposed facility will be in a permissible location, if applicable, and will maintain compliance with all State and local laws, resolutions and ordinances?** : Yes

Ownership of Applicant

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

Individual

✓ Legal First Name : [REDACTED]

✓ Legal Middle Name : [REDACTED]

✓ Legal Last Name : [REDACTED]

✓ Suffix: [REDACTED]

✓ Phone Number : [REDACTED]

✓ Email Address : sales@greenacresorganicpharms.com

✓ Date of Birth: 03/05/1991

✓ Social Security Number : [REDACTED]

✓ Race/Ethnicity: Caucasian

✓ Ownership Percentage of the Applicant : 100

✓ Role: Shareholder , Direct or

Residence Address

✓ Street: [REDACTED]

Unit No / Apt:
No

✓ City: FLORENCE

✓ State: Alabama

✓ Zip Code: 35634

✓ Address Verified? : Yes

Cannabis Industry Entities

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

Questions and Attestations

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

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

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

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

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

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

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

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

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

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

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

✓ Commencement: 2023
of Operation

✓ Year One: 9

✓ Year Two: 15

✓ Year Three: 20

✓ Year Four: 25

✓ Year Five: 30

✓ 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)? :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: [REDACTED]

✓ Signature Date: 12/30/2022

Documents

✓ Resume or Curriculum Vitae of Individuals with Ownership Interest: Exhibit 1_Resumes or Curriculum Vitae of Individuals with Ownership In...

✓ Residency of Owners: Exhibit 2_Residency of Owners.pdf (/api/documents/CaLQqZAhY/dow...

✓ Criminal Background Check: Exhibit 3_Criminal Background Check.pdf (/api/documents/YUxZyT1L...

✓ Demonstration of Sufficient Capital: Exhibit 4_Demonstration of Sufficient Capital _3_.pdf (/api/documents...

✓ Financial Statements: Exhibit 5_Financial Statements.pdf (/api/documents/IZ17xjdlw/downl...

✓ Tax Plan: Exhibit 6_Tax Plan.pdf (/api/documents/H5oxkSxdB/download)

✓ Business Formation Documents: Exhibit 7_Business Formation Documents _3_.pdf (/api/documents/E6...

✓ Business License and Authorization of Local Jurisdictions: Exhibit 8_Business License and Authorization of Local Authorities.pdf (...)

✓ Business Plan: Exhibit 9_Business Plan.pdf (/api/documents/eKGhHayGG/download)

✓ Evidence of Business Relationship with other Licensees and Prospective Licensees: Exhibit 10_Evidence of Business Relationship with Other and Prospecti...

- ✓ **Standard Operating Plan and Procedures:** Exhibit 11_Standard Operating Plan and Procedures.pdf (./api/docume...
- ✓ **Policies and Procedures Manual:** Exhibit 12_Policy and Procedures Manual _1_.pdf (./api/documents/k8...
- ✓ **Production and Manufacturing Process:** Exhibit 13_Production and Manufacturing Process _2_.pdf (./api/docu...
- ✓ **Machinery and Equipment:** Exhibit 14_Machinery and Equipment.pdf (./api/documents/S-RFIFD0B...
- ✓ **Receiving and Shipping Plan:** Exhibit 15_Receiving and Shipping Plan.pdf (./api/documents/mlrsfXk...
- ✓ **Facilities:** Exhibit 16_Facilities _1_.pdf (./api/documents/b_QJIVMac/download)
- ✓ **Security Plan:** Exhibit 17_Security Plan.pdf (./api/documents/8C126grV7/download)
- ✓ **Personnel:** Exhibit 18_Personnel _1_.pdf (./api/documents/qBZGW1QaD/download)
- ✓ **Business Leadership Credentials:** Exhibit 19_Business Leadership Credentials _1_.pdf (./api/documents/1...
- ✓ **Employee Handbook:** Exhibit 20_Employee Handbook _1_.pdf (./api/documents/1zgdf4AG/...
- ✓ **Quality Control and Quality Assurance Plan:** Exhibit 21_Quality Control and Quality Assurance Plan.pdf (./api/docu...
- ✓ **Contamination and Recall Plan:** Exhibit 22_Contamination and Recall Plan.pdf (./api/documents/7m92...
- ✓ **Marketing and Advertising Plan:** Exhibit 23_Marketing and Advertising Plan_Need final Renderings.pdf (...)
- ✓ **Website and Social Media:** Exhibit 24_Website and Social Media.pdf (./api/documents/8f9GFLfOU...
- ✓ **Ownership Entity Individuals (if applicable):** FORM I Signed.pdf (./api/documents/K_b5OPixZ/download)
- ✓ **Proof of Minimum Liability and Casualty Insurance:** Proof of Min. Liability and Casualty Insurance.docx.pdf (./api/documen...
- ✓ **Affidavit - Entity Applicant:** 1681_FORM K.pdf (./api/documents/EUIWizqbw/download)

Payments

- ✓ **Payment Options:** Credit Card

Exhibit 1 – Resumes 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.

Printed Name of Verifying Individual

Director

Title of Verifying Individual

Signature of Verifying Individual

12/26/2022

Verification Date

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This exhibit contains the résumé or curriculum vitae of each individual with an ownership interest in the Applicant, showing, at a minimum, all institutions of higher education attended, including the date, location and type of any degree received; all residential addresses in the last 15 years; and the name, business address and telephone number of all employers in the last 15 years, including a contact person at each.

1.1 Director

The Resume/Curriculum Vitae for the individual identified in 1.1 above is attached hereto and identified as "FORM A - Ownership-Resume-CV- Green Acres Organic Pharms INC., Processing Facility - Attachment to Exhibit 1, Section 1.1"

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

| | |
|---|--|
| Green Acres Organic Pharms Inc. | Processor |
| Business License Applicant Name [REDACTED] | License Type 100% |
| Individual with Ownership Interest in Applicant | Individual's Ownership Percentage in Applicant |

Residential History

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

| | | |
|---|---------------------------|----------------|
| [REDACTED] | | |
| Residential Street Address Florence | AL | 35634 |
| City 07/2020 | State 12/2022 | Zip 12/2022 |
| Date Resided From (MM/YYYY) | Date Resided To (MM/YYYY) | |
| [REDACTED] | | |
| Residential Street Address Killen | AL | 35645 |
| City 11/2019 | State 07/2020 | Zip 07/2020 |
| Date Resided From (MM/YYYY) | Date Resided To (MM/YYYY) | |
| [REDACTED] | | |
| Residential Street Address Florence | AL | 35630 |
| City 12/2016 | State 11/2019 | Zip 11/2019 |
| Date Resided From (MM/YYYY) | Date Resided To (MM/YYYY) | |
| [REDACTED] | | |
| Residential Street Address Sheffield | AL | 35660 |
| City 08/2015 | State 12/2016 | Zip 12/2016 |
| Date Resided From (MM/YYYY) | Date Resided To (MM/YYYY) | |

Residential Street Address
 Sheffield AL 35660
 City State Zip
 02/2015 08/2015
 Date Resided From (MM/YYYY) Date Resided To (MM/YYYY)

Residential Street Address
 Florence AL
 City State Zip
 01/2014 02/2015
 Date Resided From (MM/YYYY) Date Resided To (MM/YYYY)

Residential Street Address
 Florence AL 35630
 City State Zip
 12/2006 01/2014
 Date Resided From (MM/YYYY) Date Resided To (MM/YYYY)

Residential Street Address
 Florence AL 35634
 City State Zip
 01/2001 04/2008
 Date Resided From (MM/YYYY) Date Resided To (MM/YYYY)

Residential Street Address
 Florence AL 35630
 City State Zip
 03/1991 12/2006
 Date Resided From (MM/YYYY) Date Resided To (MM/YYYY)

Education

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

| | | |
|------------------------------|----------------------------|-----------------|
| Wallace State | Hanceville | AL |
| Institution | City | State |
| 05/2015 | 08/2015 | N/A |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |
| University of North Alabama | Florence | AL |
| Institution | City | State |
| 08/2009 | 08/2012 | N/A |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |
| Wilson High School | Florence | AL |
| Institution | City | State |
| 8/2000 | 5/2009 | H.S. Diploma |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |
| N/A | N/A | N/A |
| Institution | City | State |
| N/A | N/A | N/A |
| 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.

| | | |
|------------------------------|----------------------------|------------|
| GreenAcresOrganicPharm: | [Redacted] | [Redacted] |
| Employer | Contact Person | Telephone |
| [Redacted] | | |
| Business Address | | |
| Florence | AL | 35630 |
| City | State | Zip |
| 09/2019 | 12/2022 | |
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) | |

| | | |
|------------------------------|----------------------------|-----------|
| Imperial Casting Co. Inc. | | |
| Employer | Contact Person | Telephone |
| | | |
| Business Address | | |
| Florence | AL | 35630 |
| City | State | Zip |
| 09/2005 | 09/2021 | |
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) | |
| N/A | N/A | N/A |
| Employer | Contact Person | Telephone |
| N/A | | |
| Business Address | | |
| N/A | N/A | N/A |
| City | State | Zip |
| N/A | N/A | |
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) | |
| N/A | N/A | N/A |
| Employer | Contact Person | Telephone |
| N/A | | |
| Business Address | | |
| N/A | N/A | N/A |
| City | State | Zip |
| N/A | N/A | |
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) | |
| N/A | N/A | N/A |
| Employer | Contact Person | Telephone |
| N/A | | |
| Business Address | | |
| N/A | N/A | N/A |
| City | State | Zip |
| N/A | N/A | |
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) | |
| N/A | N/A | N/A |
| Employer | Contact Person | Telephone |
| N/A | | |
| Business Address | | |
| N/A | N/A | N/A |
| City | State | Zip |
| N/A | N/A | |
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) | |
| N/A | N/A | N/A |

| | | |
|------------------------------|----------------------------|-----------|
| N/A | N/A | N/A |
| Employer N/A | Contact Person | Telephone |
| Business Address | | |
| N/A | N/A | N/A |
| City N/A | State N/A | Zip |
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) | |
| N/A | N/A | N/A |
| Employer N/A | Contact Person | Telephone |
| Business Address | | |
| N/A | N/A | N/A |
| City N/A | State N/A | Zip |
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) | |
| N/A | N/A | N/A |
| Employer N/A | Contact Person | Telephone |
| Business Address | | |
| N/A | N/A | N/A |
| City N/A | State N/A | Zip |
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) | |
| N/A | N/A | N/A |
| Employer N/A | Contact Person | Telephone |
| Business Address | | |
| N/A | N/A | N/A |
| City N/A | State N/A | 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.

Printed Name of Verifying Individual

Director
Title of Verifying Individual

Signature of Verifying Individual

12/27/2022
Verification Date

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

Attachment Table of Contents

| | |
|------|----|
| 2022 | 2 |
| 2021 | 3 |
| 2020 | 4 |
| 2019 | 5 |
| 2018 | 6 |
| 2017 | 7 |
| 2016 | 8 |
| 2015 | 16 |
| 2014 | 17 |
| 2013 | 18 |
| 2012 | 19 |
| 2011 | 20 |
| 2010 | 21 |
| 2009 | 23 |
| 2008 | 24 |
| 2007 | 25 |
| 2006 | 26 |
| 2005 | 27 |

www.florenceal.org

| STATEMENT DATE | READING DATES | | NO. DAYS | DUE DATE-LATE AFTER | ACCOUNT NUMBER |
|--|-------------------------------|-----------------------|------------|---------------------|----------------------------|
| 11-29-2022 | PREVIOUS 10-26-2022 | PRESENT 11-23-2022 | 28 | 12-19-2022 | [REDACTED] |
| LAST STATEMENT BALANCE \$ 181.39 | SERVICE ADDRESS [REDACTED] | | | | BOOK REFERENCE 350-0330 |
| PAYMENTS \$ 181.39 | METER READINGS | | UNITS USED | TYPE SERVICES | AMOUNT |
| | PREVIOUS | PRESENT | | | |
| ADJUSTMENTS | | | | | |
| \$ 0.00 | 17224 | 18248 | 1024 | Balance Forward | 0.00 |
| | 1761 | 1795 | 34 | Electric Service | 122.88 |
| | 8622 | 8660 | 38 | Gas Service | 50.83 |
| ELECTRIC LAST MONTH USAGE / # DAYS 837/29 | | | | Water Service | 25.14 |
| | | | | (GB) Sanitation | 17.00 |
| ELECTRIC LAST YEAR USAGE / # DAYS 1233/28 | | | | State Utility Tax | 7.96 |
| | | | | City Tax | 0.51 |
| GAS LAST MONTH USAGE / # DAYS 13/29 | | | | | |
| GAS LAST YEAR USAGE / # DAYS 8/28 | | | | | |
| WATER LAST MONTH USAGE / # DAYS 42/29 | | | | | |
| WATER LAST YEAR USAGE / # DAYS 42/28 | | | | | |


LATE AMOUNT \$ 235.54 DUE AFTER 12-19-2022

PHONE PAYMENTS (888)449-0866 PAY ONLINE: www.florenceal.org

AMOUNT DUE
\$ 224.32

2902 01hh 8595

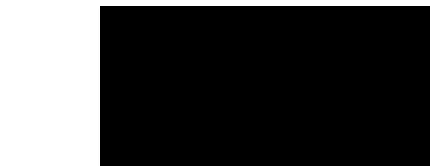
Please be aware of scam calls! Florence Utilities will never call you to request payment or give rebates on your account. Do not give out any information to callers. Contact 256-760-6512 to verify account status and report scam calls.



SCAN ME

CUSTOMER SERVICE (256)760-6512 COLLECTIONS (256)760-6525 AFTER HOURS COLLECTIONS RECONNECTS (256)764-4456
 ELECTRICITY OUTAGES (256)764-4456 GAS/WATER/WASTEWATER EMERGENCIES (256)760-6490 or 911
 AFTER HOURS NON-EMERGENCY ELECTRICITY, GAS, AND WATER (256)718-3244

IF PAYING BY MAIL - DETACH STUB AND RETURN IN ENVELOPE PROVIDED - IF PAYING AT OFFICE - BRING ENTIRE BILL



FLORENCE AL 35634-6631

| | |
|------------------------------|-------------------------|
| ACCOUNT NUMBER [REDACTED] | AMOUNT DUE \$ 224.32 |
| LATE AMOUNT \$ 235.54 | DUE DATE 12-19-2022 |

Please make checks payable to and remit to:

FLORENCE UTILITIES
 Post Office Box 877
 Florence, AL 35631-0877



000121720002000022432121920220000235546



Billing Statement

Detroit, MI 48226

844-807-3500 (013825-011 000 000 000 000)
 FLORENCE AL 35634-6631

Loan Information

Loan Number: [REDACTED]
 Property Address: [REDACTED] Florence, AL 35634
 Statement Date: 01/16/2021
Amount Due: \$999.07
Due Date: 02/01/2021

If payment is received after 11:30 p.m. ET 02/16/2021, a \$37.97 late fee will be charged.

Important Messages

Never think about your payment again. With autopay, you set it up once and forget it! Choose a day to have your payment withdrawn, and we'll do the rest. Sign in to your account at RocketMortgage.com to get started!
 Contact information for insurance questions: If you have questions about your escrowed insurance policy, please call us at [REDACTED] or fax us at [REDACTED]

Loan Information (12/17/2020 - 01/16/2021)

Original Loan Amount: \$161,500.00
 Interest Rate: 3.875%
 Principal Balance*: \$159,640.92
 Escrow Balance: \$582.63

Payment History (12/17/2020 - 01/16/2021)

Last Paid
 Principal: \$297.97
 Interest: \$516.47
 Escrow (Tax & Insurance): \$239.63
 Advances on Your Behalf: \$0.00
 Fees: \$0.00
 Partial Payment (Unapplied): \$0.00
Total Paid: \$1,054.07

Paid Year to Date

Principal: \$297.97
 Interest: \$516.47
 Escrow: \$239.63
 Advances on Your Behalf: \$0.00
 Fees: \$0.00
 Partial Payment (Unapplied): \$0.00
Total Paid Year to Date: \$1,054.07

Escrow Disbursements on Your Behalf

Taxes Paid: \$0.00
 Insurance Paid: \$0.00
 Mortgage Insurance (PMI/MIP) Paid: \$83.44
Total Escrow Disbursements: \$83.44

Next Payment Breakdown

Principal: \$243.93
 Interest: \$515.51
 Escrow
 Taxes: \$53.11
 Insurance: \$103.08
 Mortgage Insurance (PMI/MIP): \$83.44
 Shortage: \$0.00
Monthly Payment \$999.07

Advances on Your Behalf:

Fees: \$0.00
 Late Fees: \$0.00
 Other Fees: \$0.00
 Partial Payment (Unapplied): † \$0.00
 Past Due Amount: \$0.00
Subtotal \$0.00

Amount Due: \$999.07

Quick and Easy Payment Options

- Online at RocketMortgage.com
- On the go with the Rocket Mortgage mobile app
- Pay by phone system with 24/7 access by calling [REDACTED]
- Send check payable to Quicken Loans, LLC, Carol Stream, IL 60197-6577

Questions? Contact Your Quicken Loans Team.

Phone: [REDACTED]
 Email: SendEmail@QuickenLoans.com
 Secure Fax: [REDACTED]

Hours: Monday - Friday: 8:30 a.m. - 9:00 p.m. ET
 Saturday: 9:00 a.m. - 4:00 p.m. ET

Page 1
 CP045

DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

[REDACTED]
 FLORENCE AL 35634-6631



Check box for address changes on reverse side.
Set up Autopay online at RocketMortgage.com

Loan Information

Loan Number: [REDACTED]
 Due Date: 02/01/2021
 Amount Due: [REDACTED] 9 9 9 0 7
 Additional Principal: [REDACTED]
 Additional Escrow: [REDACTED]
 Total Amount Enclosed: [REDACTED]

Quicken Loans, LLC
 [REDACTED]
 Carol Stream, IL 60197-6577

CP045

000000001000065770000000003456281170200001037040000999079

| | | | | | | | |
|---|--|---|--|--|--|--|--|
| RECIPIENT'S/LENDER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. QUICKEN LOANS LLC [REDACTED] DETROIT, MI 48226 [REDACTED] | | *Caution: The amount shown may not be fully deductible by you. Limits based on the loan amount and the cost and value of the secured property may apply. Also, you may only deduct interest to the extent it was incurred by you, actually paid by you, and not reimbursed by another person. | | OMB No. 1545-1380 2020 Form 1098 | | Mortgage Interest Statement | |
| PAYER'S/BORROWER'S name, street address (including apt. no.), city or town, state or province, country, and ZIP or foreign postal code 8-810-79817-0189944-001-000-000-000 [REDACTED] FLORENCE AL 35634-6631 | | 1 Mortgage interest received from payer(s)/borrower(s) \$ 2,217.55 | | 2 Outstanding mortgage principal \$ 161,500.00 | | 3 Mortgage origination date 07/24/2020 | |
| | | 4 Refund of overpaid interest \$ 0.00 | | 5 Mortgage insurance premiums \$ 333.76 | | Copy B For Payer/Borrower The information in boxes 1 through 9 and 11 is important for information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if the IRS determines that an underpayment of tax results because you overstated a deduction for this mortgage interest or for these points, reported in boxes 1 and 5, or because you didn't report the refund of interest (box 4), or because you claimed a nondeductible fee. | |
| | | 6 Points paid on purchase of principal residence \$ 585.00 | | 7 If address of property securing mortgage is the same as PAYER'S/BORROWER'S address, the box is checked, or the address or description is entered in box 8. <input checked="" type="checkbox"/> | | | |
| | | 8 Address or description of property securing mortgage (see instructions) | | 9 Number of properties securing the mortgage 1 | | 10 Other | |
| | | 11 Mortgage acquisition date | | Account number (see instructions) [REDACTED] | | | |
| RECIPIENT'S/LENDER'S TIN [REDACTED] | | PAYER'S/BORROWER'S TIN [REDACTED] | | | | | |

Form 1098 (Keep for your records) www.irs.gov/Form1098 Department of the Treasury - Internal Revenue Service

| | | |
|---------------------------|--|--------------|
| Loan Activity | | 2020 |
| Interest On Escrow | | \$0.00 |
| Current Total Payment | | \$999.07 |
| Current Escrow Payment | | \$239.63 |
| Principal Activity | | 2020 |
| Beginning Balance | | \$161,500.00 |
| Payments Applied | | \$1,561.11 |
| Remaining Balance | | \$159,938.89 |

| | | |
|------------------------------|--|-------------|
| Escrow Activity | | 2020 |
| Beginning Escrow Balance | | \$0.00 |
| Total Deposits | | \$1,427.10 |
| Total Disbursements | | \$1,000.66 |
| Closing Escrow Balance | | \$426.44 |
| Disbursement Activity | | 2020 |
| FHA/Conv Mtg Ins | | \$333.76 |
| Hazard Insurance | | \$0.00 |
| Property Taxes | | \$666.90 |
| Escrow Refund | | \$0.00 |

Loan Type: Conventional

| | | |
|---|--|------------|
| Total Interest applied in 2020 | | \$2,217.55 |
| 2020 Net Interest payments reported to IRS***** | | \$2,217.55 |

This information is being provided to you as required by the IRS. Please consult your tax advisor if you have questions regarding this 1098.

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

Filing Status Single Married filing jointly Married filing separately (MFS)
 Head of household (HOH) Qualifying widow(er) (QW)

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

Your first name and middle initial: [Redacted] Last name: [Redacted] Your social security number: [Redacted]
 If joint return, spouse's first name and middle initial: [Redacted] Last name: [Redacted] Spouse's social security number: [Redacted]

Home address (number and street). If you have a P.O. box, see instructions. [Redacted] Apt. no. [Redacted] Presidential Election Campaign: You Spouse

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions). Killen, AL 35645

Foreign country name: [Redacted] Foreign province/state/county: [Redacted] Foreign postal code: [Redacted]

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

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

| Dependents (see instructions): | | (4) check if qualifies for (see inst.): | |
|--------------------------------|-----------|---|-------------------------|
| (1) First name | Last name | (2) Social security number | (3) Relationship to you |
| | | | |
| | | | |
| | | | |
| | | | |

| | | (4) check if qualifies for (see inst.): | |
|--|--|---|-----------------------------|
| | | Child tax credit | Credit for other dependents |
| | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | <input type="checkbox"/> | <input type="checkbox"/> |

| | | | |
|------------|---|------------|--------|
| 1 | Wages, salaries, tips, etc. Attach Form(s) W-2 | 1 | 77,629 |
| 2a | Tax-exempt interest | 2a | |
| 2b | Taxable interest | 2b | |
| 3a | Qualified dividends | 3a | |
| 3b | Ordinary dividends | 3b | |
| 4a | IRA distributions | 4a | |
| 4b | Taxable amount | 4b | |
| 4c | Pensions and annuities | 4c | |
| 4d | Taxable amount | 4d | |
| 5a | Social security benefits | 5a | |
| 5b | Taxable amount | 5b | |
| 6 | Capital gain or (loss). Attach Schedule D if required. If not required, check here . . . ▶ <input type="checkbox"/> | 6 | |
| 7a | Other income from Schedule 1, line 9 | 7a | |
| 7b | Add lines 1, 2b, 3b, 4b, 4d, 5b, 6, and 7a. This is your total income ▶ | 7b | 77,629 |
| 8a | Adjustments to income from Schedule 1, line 22 | 8a | 2,500 |
| 8b | Subtract line 8a from line 7b. This is your adjusted gross income ▶ | 8b | 75,129 |
| 9 | Standard deduction or itemized deductions (from Schedule A) | 9 | 24,400 |
| 10 | Qualified business income deduction. Attach Form 8995 or Form 8995-A. | 10 | |
| 11a | Add lines 9 and 10 | 11a | 24,400 |
| 11b | Taxable income. Subtract line 11a from line 8b. If zero or less, enter -0- | 11b | 50,729 |

Standard Deduction

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

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

www.florenceutilities.com

| STATEMENT DATE | READING DATES | | NO. DAYS | DUE DATE - LATE AFTER | ACCOUNT NUMBER |
|---|-------------------------------|------------|--|--|-----------------------------|
| | PREVIOUS | PRESENT | | | |
| 04-24-2018 | 03-20-2018 | 04-18-2018 | 29 | 05-14-2018 | [REDACTED] |
| LAST STATEMENT BALANCE \$ 159.60 | SERVICE ADDRESS [REDACTED] | | | | BOOK REFERENCE 103-0018 |
| PAYMENTS \$ 160.00 | METER READINGS | | UNITS USED | TYPE SERVICES | AMOUNT |
| | PREVIOUS | PRESENT | | | |
| ADJUSTMENTS \$ 7.98 | 47769 | 48166 | 397 | Balance Forward | 7.58 |
| | | | | Electric Service Delinquent Notice Fee | 49.74 2.00 |
| ELECTRIC LAST MONTH USAGE / # DAYS 382/29 | 6543 | 6587 | 44 | Gas Service | 56.17 |
| | 699 | 735 | 36 | Water Service | 17.18 |
| ELECTRIC LAST YEAR USAGE / # DAYS 328/30 | | | | (SW) Waste Water | 20.66 |
| | | | | (GB) Sanitation | 16.00 |
| GAS LAST MONTH USAGE / # DAYS 40/29 | | | | State Utility Tax | 4.93 |
| | | | | | |
| GAS LAST YEAR USAGE / # DAYS 16/30 | | | | | |
| WATER LAST MONTH USAGE / # DAYS 34/29 | | | | | |
| WATER LAST YEAR USAGE / # DAYS 29/30 | | | | | |
| LATE AMOUNT \$ 182.59 | | | | | DUE AFTER 05-14-2018 |
| LAST DAY TO PAY BEFORE TERMINATION (SEE REVERSE SIDE FOR EXPLANATION) | | | | | 05-23-2018 |
| | | | | | AMOUNT DUE \$ 174.26 |
| <p>PRIOR BALANCE NOTICE - Balances of more than \$0.00 from previous bills are past due and service may be terminated as per the date shown on the previous bill. Credit balances are already applied to amount due on this bill.</p> | | | | | |
| <p>1469 IF YOU NEED TO PHONE OUR OFFICES: CUSTOMER SERVICES - (256) 760-6512 COLLECTIONS DEPT. - (256) 760-6525 1469 AFTER HOURS EMERGENCIES - (256) 764-4456 ALL OTHERS - (256) 760-6300</p> | | | | | |
| <p>IF PAYING BY MAIL - DETACH STUB AND RETURN IN ENVELOPE PROVIDED • IF PAYING AT OFFICE - BRING ENTIRE BILL. Page: 1 of 1</p> | | | | | |
| [REDACTED] | | | ACCOUNT NUMBER | | AMOUNT DUE |
| [REDACTED] | | | [REDACTED] | | \$ 174.26 |
| [REDACTED] | | | LATE AMOUNT | | DUE DATE |
| [REDACTED] | | | \$ 182.59 | | 05-14-2018 |
| Please make checks payable to and remit to: | | | | | |
| FLORENCE AL 35630-6201 | | | FLORENCE UTILITIES Post Office Box 877 Florence, AL 35631-0877 | | |
| <p>000121720001000017426051420180000182596</p> | | | | | |

CORRECTED (if checked)

12-31-2017

| | | | |
|---|--|--|--|
| RECIPIENT'S/LENDER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. QUICKEN LOANS INC. [REDACTED] DETROIT, MI 48226 [REDACTED] | | *Caution: The amount shown may not be fully deductible by you. Limits based on the loan amount and the cost and value of the secured property may apply. Also, you may only deduct interest to the extent it was incurred by you, actually paid by you, and not reimbursed by another person. OMB No. 1545-0901 2017 Form 1098 | Mortgage Interest Statement Copy B For Payer/Borrower The information in boxes 1 through 10 is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if the IRS determines that an underpayment of tax results because you overstated a deduction for this mortgage interest or for these points, reported in boxes 1 and 6; or because you didn't report the refund of interest (box 4); or because you claimed a non-deductible item. |
| RECIPIENT'S/LENDER'S federal identification number [REDACTED] | PAYER'S/BORROWER'S taxpayer identification no. [REDACTED] | 1 Mortgage interest received from payer(s)/borrower(s)* \$ 2,352.34 | |
| PAYER'S/BORROWER'S name [REDACTED] | | 2 Outstanding mortgage principal as of 1/1/2017 \$ 81,300.00 | |
| Street address (including apt. no.) [REDACTED] | | 3 Mortgage origination date 12-20-2016 | |
| City or town, state or province, country, and ZIP or foreign postal code FLORENCE, AL 35630-6201 | | 4 Refund of overpaid interest \$ 0.00 | |
| 10 Number of mortgaged properties 01 | 11 Other [REDACTED] | 5 Mortgage insurance premiums \$ | |
| Account number (see instructions) [REDACTED] | | 6 Points paid on purchase of principal residence \$ 0.00 | |
| 7 Is address of property securing mortgage same as PAYER'S/BORROWER'S address? If "Yes," box is checked <input checked="" type="checkbox"/> If "No," see box 8 or 9, below | | 8 Address of property securing mortgage [REDACTED] | |
| 9 If property securing mortgage has no address, below is the description of the property [REDACTED] | | [REDACTED] | |

Form 1098

(Keep for your records)

www.irs.gov/form1098

Department of the Treasury - Internal Revenue Service

Instructions for Payer/Borrower

A person (including a financial institution, a governmental unit, and a cooperative housing corporation) who is engaged in a trade or business and, in the course of such trade or business, received from you at least \$600 of mortgage interest (including certain points) on any one mortgage in the calendar year must furnish this statement to you.

If you received this statement as the payer of record on a mortgage on which there are other borrowers, furnish each of the other borrowers with information about the proper distribution of amounts reported on this form. Each borrower is entitled to deduct only the amount he or she paid and points paid by the seller that represent his or her share of the amount allowable as a deduction. Each borrower may have to include in income a share of any amount reported in box 4.

If your mortgage payments were subsidized by a government agency, you may not be able to deduct the amount of the subsidy. See the instructions for Form 1040, Schedule A, C, or E for how to report the mortgage interest. Also, for more information, see Pub. 936 and Pub. 535.

Payer's/Borrower's taxpayer identification number. For your protection, this form may show only the last four digits of your SSN, ITIN, ATIN, or EIN. However, the issuer has reported your complete identification number to the IRS.

Account number. May show an account or other unique number the lender has assigned to distinguish your account.

Box 1. Shows the mortgage interest received by the recipient/lender during the year. This amount includes interest on any obligation secured by real property, including a home equity, line of credit, or credit card loan. This amount does not include points, government subsidy payments, or seller payments on a "buydown" mortgage. Such amounts are deductible by you only in certain circumstances. **Caution:** If you prepaid interest in 2017 that accrued in full by January 15, 2018, this prepaid interest may be included in box 1. However, you cannot deduct the prepaid amount in 2017 even though it may be included in box 1. If you hold a mortgage credit certificate and can claim the mortgage interest credit, see Form 8396. If the interest was paid on a mortgage, home equity, line of credit, or credit card loan secured by your personal residence, you may be subject to a deduction limitation.

Box 2. Shows the outstanding mortgage principal on the mortgage as of January 1, 2017.

Box 3. Shows the date of the mortgage origination.

Box 4. Do not deduct this amount. It is a refund (or credit) for overpayment(s) of interest you made in a prior year or years. If you itemized deductions in the year(s) you paid the interest, you may have to include part or all of the box 4 amount on the "Other income" line of your 2017 Form 1040. No adjustment to your prior year(s) tax return(s) is necessary. For more information, see Pub. 936 and Itemized Deduction Recoveries in Pub. 525.

Box 5. If an amount is reported in this box, it may qualify to be treated as deductible mortgage interest. See the 2017 Schedule A (Form 1040) instructions and Pub. 936.

Box 6. Not all points are reportable to you. Box 6 shows points you or the seller paid this year for the purchase of your principal residence that are required to be reported to you. Generally, these points are fully deductible in the year paid, but you must subtract seller-paid points from the basis of your residence. Other points not reported in box 6 may also be deductible. See Pub. 936 to figure the amount you can deduct.

Box 7. If the address of the property securing the mortgage is the same as the payer's/borrower's, the lender may have checked this box, and boxes 8 and 9 will be blank. If not, either box 8 or 9 will be completed.

Box 8. This is the address of the property securing the mortgage.

Box 9. This is the description of the property securing the mortgage, if box 7 is not checked and box 8 is not completed.

Box 10. If more than one property secures the loan, shows the number of properties mortgaged. If only one property secures the loan, this box may be blank.

Box 11. The interest recipient may use this box to give you other information, such as real estate taxes or insurance paid from escrow.

Future developments. For the latest information about developments related to Form 1098 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/form1098.



REAL ESTATE SALES CONTRACT

OFFER TO PURCHASE

DATE: 11/12/2016

Name of Buyer(s) (Print exact names in which title will be taken)

Name of Seller(s) (Print exact shown on deed)

Buyer(s), whether one or more, hereby agrees to purchase and, Seller(s), whether one or more, hereby agrees to sell the following described real estate, situated in Lauderdale County County, on the terms stated below:

Legal Description:

Address: Florence, AL 35630

The property agreed to be sold includes heating and cooling system, door bells, mantels, mailboxes, fire screens, water heaters, plumbing fixtures, light fixtures, ceiling fans, wall to wall carpeting, built-in appliances, fences, outbuildings, trees, shrubbery, window coverings, and window hardware, if any, on the premises at the execution of this contract, except including the following:

Dishwasher, Range-Electric, Refrigerator, all items including window coverings to remain (at no value)

Any personal property remaining with the property shall be at no additional cost to the Buyer(s), shall not add to the value of the property, and shall not be encumbered at the time of the closing, and in an "as is" condition unless otherwise agreed to herein.

1. PURCHASE PRICE

The total purchase price of the property shall be \$82800

Earnest money under this Contract shall be \$500

EARNEST MONEY: Receipt of the earnest money in accordance with Paragraph 7 is hereby acknowledged by

Cash Check and is to be delivered to the listing broker upon the following

Immediately Upon acceptance of this offer.

Upon the following occurrence: after home inspection results are agreed upon by buyer and seller

By: DATE

If the earnest money check is not honored by the Buyer's bank, the Buyer(s) agrees to make the check good within two business days, and to pay a handling charge to the listing broker of the maximum allowed by law. Upon failure to do so, this contract shall become voidable and the listing broker and Seller(s) may pursue remedies against the Buyer(s) which are available under law.

Effective Date: 11/15/2016 (Date on which last party signed or initialed acceptance of final offer)

BUYER INITIALS SELLER INITIALS (Last Modified 12-2015)

2. FINANCING: (Check as applicable)

(1) Buyer will pay cash or obtain a loan for the Property with no financing contingency.
 (2) This Contract is contingent on Buyer obtaining approval of a Conventional FHA VA Other loan in the amount of \$ _____ or 96.5 % of the Purchase Price (excluding any financed loan costs) at the prevailing interest rate and loan costs. Buyer will apply for financing within 7 days (7 calendar days if left blank), from the Effective date and will provide any and all credit, employment, financial and other information required by the mortgage lender. Based on lender requirements, should Buyer be unable to obtain financing, Seller will be notified in writing within 21 days (**21 calendar days if left blank**) of "Effective date." Effective date shall mean the date that appears under the signatures of the parties to this Contract. **No term of this financing contingency can be changed without written authorization of the Seller.**

3. LOAN CLOSING COSTS

Discount Points shall be paid by Buyer Seller, not to exceed \$ _____
 Prepaid Items shall be paid by Buyer Seller, not to exceed \$ _____
 Closing Costs in addition to charges for specific items set out herein below shall be paid by Buyer Seller, not to exceed \$ _____

Seller's obligation, if any, to pay for any loan closing costs is contingent upon the closing of the sale.

4. APPRAISAL

This contract is contingent upon property appraising for purchase price or greater.
 This contract is not contingent upon property appraising for purchase price or greater.

If the purchase price exceeds the appraised value of the property, Buyer may elect to cancel this Contract by providing written notice of such election to Seller within five (5) calendar days of knowledge of the appraised value.

5. LENDER REQUIRED REPAIRS

Should the Buyer's lender require certain repairs in order to qualify this property for a mortgage, Seller agrees to make any repairs required by the lending institution not to exceed \$ TBD (\$0.00 if left blank). If such repairs exceed this amount and Seller refuses to pay the excess, Buyer may pay the excess, or (if not prohibited by Buyer's lender) accept the property with the limited repairs, or accept the above-specified amount at closing as a reduction of the purchase price, or Buyer may cancel this Contract by notifying seller in writing within 24 hours (24 hours if left blank) of Buyer being informed of Seller's refusal to pay the excess cost of repairs. Should Buyer fail to cancel this Contract after being informed of Seller's refusal to pay the excess cost of repairs, the Contract shall be closed as scheduled.

6. CLOSING & POSSESSION DATE

The sale shall be closed and the deed delivered on or before 12/30/2016.
 Possession is to be given upon delivery of the deed if the property is then vacant; otherwise, possession shall be delivered on at closing _____ at _____ a.m. p.m. In the event Seller retains possession of the property beyond the date of closing, Seller hereby agrees that upon surrender of the property to Buyer, the property shall be in the same condition as it was on the day of closing.

7. EARNEST MONEY

Seller and Buyer hereby direct the Listing Company to hold the earnest money in trust until this Contract has been accepted and signed by all parties, at which time the earnest money will be promptly deposited into the escrow account of the Listing Company. In the event an offer or a counteroffer is not accepted, the earnest money shall be returned to Buyer without a signed release. If the Contract is accepted and signed by all parties and the sale does not close, however, a separate mutual release signed by all parties to this Contract will be required before the earnest money will be disbursed. In the event either Buyer or Seller claims the escrowed funds without the agreement of the other party, any holder of the escrowed funds, as prescribed by Alabama Real Estate License Law Rule: 790-X-3-.03(4),(5), must either retain the escrowed funds until there is a written mutual release among the parties or interplead the disputed portion of the funds into the appropriate court, and shall be entitled to deduct from the escrowed funds for court costs, attorneys fees and other expenses relating to the interpleader. The prevailing party in any interpleader action shall be entitled to collect from the other party the court costs, attorney's fees, and other expenses relating to the interpleader which shall be paid to the prevailing party. Seller, at Seller's option, may cancel this Contract if the earnest money check is rejected by the financial institution upon which it is drawn in accordance with Paragraph 1. In any legal proceedings under this paragraph, the right to trial by jury is waived.

BUYER INITIALS  SELLER INITIALS 
11/15/16 3:14 PM EST dataoop verified (Last Modified 12-2015) 11/15/16 3:26 PM EST dataoop verified

8. AGENCY DISCLOSURE

Listing Company: Patriot Realty

Selling Company: Capstone Realty

Agent/s: [Redacted]

Agent/s: [Redacted]

Two lines may be checked:

Two lines may be checked:

- An agent of the seller
- An agent of the buyer
- An agent of both the seller and the buyer and is acting as a limited consensual dual agent
- Assisting as a transaction broker

- An agent of the seller
- An agent of the buyer
- An agent of both the seller and the buyer and is acting as a limited consensual dual agent
- Assisting as a transaction broker

BUYER(S) INITIALS:  

SELLER(S) INITIALS:  

9. HAZARD INSURANCE

Buyer understands that Buyer is responsible for securing acceptable hazard insurance at a premium rate acceptable to Buyer on the property at closing. Buyer shall determine insurability at an acceptable premium rate within 7 days (**7 calendar days if left blank**) of the effective date of this contract. Should property be discovered to be in a flood zone, Buyer is aware of his obligation to purchase flood insurance.

Should Buyer be unable to obtain evidence of insurability at an acceptable premium rate, Buyer may elect to cancel this Contract by providing written notice of such election within said time period to Seller or Buyer may waive **Paragraph 9 HAZARD INSURANCE** of this Contract. If the Contract is canceled, the earnest money shall be returned pursuant to the terms of Paragraph 7 above. Failure to notify Seller of Buyer's election to cancel within said time period shall conclusively be deemed acceptance of any available insurance.

10. TITLE INSURANCE

Seller(s) will provide Owner's Title Insurance. The property is sold subject to existing zoning ordinances pertaining to the subject property, utility easements that serve the property, or as shown on the recorded plat, restrictive covenants, and existing leases (which are to be transferred to the Buyer). Seller(s) warrant that they have received no notice of any proposed or pending assessment for public improvement or repair.

An owner's title insurance policy will be issued by a company qualified to insure titles in Alabama, insuring the Buyer(s) for the amount of the Sales Price shown herein against any loss on account of any defect or encumbrance in the title, with only the customary exceptions and encumbrances to be assumed by the Buyer(s), otherwise the earnest money shall be refunded in accordance with Paragraph 7.

The date for closing may be postponed for a reasonable length of time within which to perfect title or cure defects in the title to the property, as required by the title insurance company.

11. SURVEY

It is recommended that a new survey be obtained on all purchases. If the Buyer(s) elects to not have a survey performed, the property is taken subject to encroachments, shortages of land, and other matters visible on the surface which would be disclosed by an accurate survey. If the survey discloses a violation of protective covenants or zoning regulations, or any encroachments, or that any improvement(s) are built over an easement or property lines, the same shall be deemed a title defect to be treated as provided herein-above for such defects. Therefore, the Buyer(s) may rescind the contract and have earnest money refunded in accordance with Paragraph 7 if the defect makes the title unmarketable. Unless otherwise agreed herein, the survey shall be at the Buyer's expense.

Buyer(s) does does not require a survey by a registered Alabama land surveyor of Buyer's choosing. If Buyer declines to have a new survey, Buyer holds harmless the Seller and the real estate licensees representing either party.

BUYER(S) INITIALS:  

12. PRORATIONS

Ad valorem taxes, as determined on the date of closing, insurance transferred, accrued interest on mortgage(s) assumed, and homeowners association, fire district or other dues, fees or assessments are to be prorated between Seller and Buyer as of the date of closing, and any existing escrow deposits shall be credited to Seller. Unless otherwise agreed herein, all ad valorem taxes are presumed to be paid in arrears for purpose of proration.

BUYER INITIALS   SELLER INITIALS  
(Last Modified 12-2015)

13. CONVEYANCE

The Seller(s) agrees to convey the property to the Buyer(s) by: General Statutory Warranty Deed, free of encumbrance except as hereinabove set out. The Seller(s) shall have until closing to clear any encumbrances or mortgages not to be assumed by the Buyer(s). If the Buyer is not a single person, the deed is to convey the property to the Buyer(s) as: Joint Tenants with Right of Survivorship Tenants in Common To Be Determined

14. BUYER'S DUTY TO INSPECT

Buyer understands that Alabama law imposes a duty on Buyer(s) to thoroughly inspect a property for conditions of the property, defects or other relevant matters prior to the closing of the sale. Buyer further understands that professional inspection services and/or contractors may be engaged for this purpose. Buyer is encouraged to engage and pay for independent professional inspection services and/or contractors, including but not limited to termite/pest control companies, rather than using previous Seller-acquired inspection reports; rather than allowing the Seller to pay for such inspection reports; or rather than using an inspector recommended by Seller. Brokers and sales associates do not endorse any particular professional inspection service and/or contractor. Buyer understands and agrees that Buyer will not rely on and has not relied on any statements or omissions made by any broker or sales associate regarding the condition of the property. Buyer further understands that if a broker or sales associate is present at or accompanies Buyer on an inspection or walk-through of the property, it will be as a courtesy and not as a person qualified to detect any defects. After closing of this sale, all conditions of the property are the responsibility of the Buyer.

15. CONDITION OF THE PROPERTY

NEITHER SELLER NOR ANY BROKER OR SALES ASSOCIATE MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING CONDITION OF THE PROPERTY EXCEPT TO THE EXTENT EXPRESSLY SET FORTH HEREIN. Buyer has the obligation to determine any and all conditions of the property material to Buyer's decision to purchase the property, including, without limitation, the condition of the heating, cooling, plumbing and electrical systems; any built-in appliances; the roof and the basement, including any leaks therein; the presence of asbestos, or toxic mold; the presence of, or damage from, wood destroying insects and/or fungus; the presence of vermin or other pest infestation; the presence of arsenic in treated wood; the size and area of the property; the quality of construction materials and workmanship, including floors and structural condition; availability of utilities and sewer or septic tank and condition thereof; subsurface and soil conditions, including radon or other potentially hazardous or toxic materials and/or gases; property access easements, covenants, restrictions or development structures; and any matters affecting the character of the neighborhood. Buyer shall have the opportunity and the obligation to determine the condition of the property in accordance with "A" or "B" below. Unless otherwise excepted, Seller will provide access and utilities for Buyer's inspections until closing. Note: Lenders and/or public authorities may require certain investigations such as termite and septic tank inspections. This does not replace Buyer's duty to thoroughly inspect the property prior to closing.

(A) SALE OF PROPERTY NOT CONTINGENT UPON INSPECTION: Buyer agrees to accept the property in "AS IS" condition, except for ordinary wear and tear. Seller gives no warranties on any systems or appliances being in good working order, and in consideration for the Purchase Price, Buyer accepts total responsibility for all repairs, improvements, and/or defects currently existing in the Property.

Buyer's Initials Seller's Initials
OR

(B) SALE OF THE PROPERTY CONTINGENT UPON INSPECTION: Buyer requires additional inspections of the Property at Buyer's expense. Within 10 days (**7 days if left blank**) of the Effective date, Buyer shall either personally or through others of Buyer's choosing, inspect or investigate the Property, receive and review the inspection report, and exercise any option set forth below. If Property is being sold in "AS IS" condition, Buyer understands Seller may not be required to make any repairs arising from the results of a home inspection.

- (1) If such inspections reveal conditions that are unsatisfactory to Buyer, Buyer may either (a) terminate this Contract, or (b) request in writing in the time frame set forth above that Seller correct the unsatisfactory conditions.
- (2) If Buyer requests Seller to correct the specified unsatisfactory conditions, Seller shall respond to Buyer by written notice within 3 days (**2 calendar days if left blank**) of receipt of such request as to whether Seller is willing to correct the unsatisfactory conditions.
- (3) If Seller elects not to correct the unsatisfactory conditions, Buyer shall respond to Seller by written notice delivered to Seller within 2 days (**1 calendar days if left blank**) of receipt of Seller's refusal to correct such conditions and advise Seller of its election of either (a) to terminate this Contract and recover the Earnest money in accordance with Paragraph 7 above, or (b) to waive in writing the request for correction of the conditions and proceed to close the sale.

Page 4 of 8 BUYER INITIALS SELLER INITIALS
(Last Modified 12-2015)

(4) It shall conclusively be deemed acceptance of the Property, including ordinary wear and tear until the closing, if Buyer fails to notify Seller in writing within the allotted times stated above of any unsatisfactory condition revealed by the inspections, or fails to notify Seller in writing of Buyer's election to terminate this Contract as herein provided. Further, it shall conclusively be deemed acceptance of Buyer's request to correct the specified unsatisfactory condition(s) if Seller fails to respond in writing within the time frame stated in subparagraph (2) above.

Buyer's Initials Seller's Initials

NOTE: "Ordinary wear and tear," as used herein shall not be deemed to include material failure of the heating, cooling, plumbing and electrical systems or built in appliances.

ADDITIONAL INSPECTIONS WHICH MAY APPLY

ENVIRONMENTAL INSPECTIONS

Buyer(s) understands that it is their responsibility, not the real estate company, the real estate agent or the Seller(s) to determine the condition of the property. Buyer(s) has the right to have professionals inspect the home for (but not limited to): environmental pollution, existence of fungus, mold and/or radon. Buyer(s) understands that they are free to choose any licensed inspector they deem necessary. These inspections must be performed within ___ days (10 days if left blank) of the effective date of the contract.

Buyer requires (at Buyer's expense) the following environmental inspections to be performed:

RADON/GAS TEST

Buyer requires a Radon Gas Test which will be paid for at Buyer(s) expense.

YES (Initial) NO (Initial)

SEPTIC TANK SYSTEM

Buyer(s) requests the Septic Tank System be inspected by a professional at Buyer's expense. Any resulting repairs will fall under the scope of Paragraph 15B above. Buyer(s) hereby releases the Broker and Broker's Agents from any and all responsibility for problems with the septic tank system which may be discovered, whether they exist now or develop in the future.

YES (Initial) NO (Initial)

PERCOLATION TEST AND HEALTH DEPARTMENT APPROVAL

Buyer requires a percolation test and health department approval.

YES (Initial) NO (Initial)

WELL AND/OR WELL WATER INSPECTION

Buyer(s) requires a well and/or water inspection which will be at Buyer's expense. If property is served by a well, it is recommended that the Buyer(s) have the well and well water inspected by a professional. The Broker and Broker's Agents have made no representation relating to the condition of the well and well water.

YES (Initial) NO (Initial)

MOLD DISCLOSURE AND WAIVER

Broker recommends Buyer obtain a home inspection to better determine the condition of the property. In the event suspect mold contamination is discovered, it is recommended that our Buyer(s) satisfy themselves as to property condition by having a mold inspection performed. Cost and quality of such inspections may vary. Any names provided are strictly as a courtesy. Buyer understands that they should consult with a professional of their choice regarding any questions or concerns before the execution of this sale.

YES (Initial) NO (Initial)

OTHER

YES (Initial) NO (Initial)

BUYER INITIALS SELLER INITIALS
11/15/16 6:14 PM EST dotloop verified (Last Modified 12-2015) 11/15/16 8:26 PM EST dotloop verified

16. BUYER'S FINAL INSPECTION

Buyer has the right and responsibility to walk through and inspect the property prior to closing and notify Seller immediately in writing if the property is not in the condition agreed upon. Specifically, the Buyer should determine if (a) conditions specified under paragraph (B) above have been satisfied, if (B) was selected; (b) the systems as described under the **NOTE** in (B) above are functioning; and (c) no new defects to the property have occurred, other than ordinary wear and tear since acceptance above. If the property is not in satisfactory condition, Buyer shall immediately notify Seller. If Seller refuses to repair or correct any unsatisfactory conditions requested by Buyer pursuant to B above, Buyer may proceed with the closing or cancel the contract and recover the Earnest Money in accordance with Item 7 above. If Buyer fails to conduct this walk-through inspection, Seller's repair and maintenance obligations will be deemed fulfilled. **After closing, all conditions of the Property are the responsibility of the Buyer.**

17. LIMITED HOME WARRANTY

Buyer has been informed of the opportunity to acquire a limited home warranty. The Buyer(s) acknowledges that he/she has reviewed the choices of home warranty companies and bases his/her decision to accept or decline coverage based on his/her independent evaluation, and not on statements or representations made by the Broker or the Broker's Agents. Broker may or may not receive an administrative fee from the home warranty company.

Buyer does does not require a Home Warranty Policy issued by TBD by buyer
a company qualified to provide such policies in the State of Alabama, effective for
1 year(s) from date of closing to be paid by Buyer Seller at a cost not to exceed \$500

18. WOOD INFESTATION INSPECTION REPORT

Not less than 21 days (**21 calendar days if left blank**) prior to the Closing Date as set out in Paragraph 6 above, Seller(s) shall have any dwellings on the premises inspected, at the expense of Seller(s) Buyer(s) by a licensed pest control operator to determine whether there are any active or previous infestations of such dwellings by wood destroying organisms. Should the report indicate an active infestation the Seller(s) agrees to pay all costs of treatment or to terminate this contract by giving notice to the Buyer(s) within three business days of his receipt of the report. Should the report indicate active or previous infestation, the Buyer(s) may further have the dwellings inspected at the expense of Seller(s) Buyer(s) by a qualified inspector to determine the extent of damage and if such inspection discloses structural damage the Seller(s) agrees to repair such damage, or in lieu of paying such repair cost(s) (which cost(s) shall include any necessary repair inspection), the Seller(s) shall have the option of terminating this contract by giving written notice to the Buyer(s) within three business days of receipt of such damage report, unless Buyer(s) agrees to accept the property without such repair or agrees to pay the cost(s) of such repair himself/herself.

19. LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

The Seller of any interest in residential real property built before **January 1, 1978** is required by federal law to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards.



Seller's Initials



If any portion of the property was built before January 1, 1978, a copy of the above-referenced disclosure is attached hereto as an Addendum.

20. FIRE, SMOKE, GAS DETECTORS

Buyer(s) has the responsibility of ascertaining that any applicable federal, state, and local statutes, ordinances, or regulations concerning fire/smoke/gas detectors or alarms have been met. Buyer(s) shall be solely responsible for compliance with such laws, including the Alabama Department of Insurance (Fire Marshals Division) regulation entitled "Requirements for Single Station Smoke Detectors in New and Existing Residential Occupancies".

BUYER INITIALS   SELLER INITIALS  
(Last Modified 12-2015)

21. OTHER OFFERS WHILE BUYER'S OFFER IS PENDING

Buyer hereby acknowledges that offers other than Buyer's offer may have been made or may be made before Seller acts on or while Seller is considering Buyer's offer or counteroffer. While the Buyer's offer or counteroffer is pending, and before this contract becomes effective, Seller hereby expressly reserves the right to reject Buyer's offer or counteroffer or to withdraw any offer previously made by Seller to Buyer relating to the property, and to accept any other offer or counteroffer.

22. SELECTION OF ATTORNEY

Each party acknowledges being informed of the right to consult with an attorney of his or her choosing, at all stages of the transaction. Buyer(s) and Seller(s) acknowledge the closing attorney may not represent either of them and they agree to execute an affidavit at closing disclosing who the closing attorney represents, if requested to do so.

23. DISCLAIMER

Seller and Buyer hereby acknowledge and agree that they have not relied upon any advice or representation of the Listing Broker or Company or the Selling Broker or Company or any of their sales associates ("brokers and sales associates"), and accordingly Seller and Buyer agree that no broker or sales associate shall be held responsible for any obligations or agreements that Seller or Buyer have to one another hereunder. Further, Seller and Buyer agree to discharge and release the brokers and sales associates from any claims, demands, damages, actions, causes of actions or suits at law arising in any way from this Contract related to the Property, and shall include but not be limited to the condition of the heating, cooling, plumbing, water and electrical systems and any built-in appliances; the roof and the basement, including leaks therein; the presence of asbestos, arsenic in treated wood, toxic mold or fungus; the size and area of the Property; the quality of the workmanship or construction materials, including floors; the structural condition; the condition, availability or location of utilities, sewer or septic system; the investment or resale value of the Property; subsurface or subsoil conditions such as sinkholes, mining or other soil conditions, including radon or other potentially hazardous gases or toxic materials; the existence of, or damage from, wood destroying insects and/or fungus, or vermin/pest infestation; Property access, easements, covenants, restrictions, development structure, and appurtenances thereto, and any matters affecting the character of the neighborhood including crime considerations; the past, present or future financial stability of the builder or developer or the future insurability of the Property; or the compliance of the builder or developer under any warranty or any related mortgage terms or conditions; or any other matters affecting the willingness of the Seller and Buyer to sell or purchase the Property on the terms and at the Purchase Price herein set forth. Seller and Buyer acknowledge and agree that if such matters are of concern to them in the decision to sell or purchase the Property, they have sought and obtained independent advice relative thereto.

Buyer's Initials

CBP
BUYER
COURTESY
MORRIS

[]

Seller's Initials

SLB
SELLER
COURTESY
MORRIS

[]

24. MEDIATION AND ARBITRATION/WAIVER OF TRIAL BY JURY

All claims, disputes or other matters in question arising out of or relating in any way to this Contract or the breach thereof, including claims against any broker or sales associate, or relating to the relationship involved with, created by or concerning this Contract, including the involvement of any sales associate ("Claim"), except for those disputes involving "earnest money" as described in Paragraph 7, shall be submitted to mediation with a mutually agreed upon mediator within forty-five (45) days of notice of the Claim. In the event no mediated resolution is reached within sixty (60) days of the party's notice of the Claim, all Claims shall be resolved by binding arbitration by a single arbitrator in Alabama in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Each party acknowledges that he or she is knowingly waiving the right to a trial by jury relating to all Claims. All disputes concerning the arbitrability of any Claim or the enforceability or scope of this provision shall be subject to the same binding arbitration. The parties shall bear equally the cost of the arbitrator and each party shall otherwise bear their own costs; provided the arbitrator shall have the authority to equitably apportion and award costs as a part of this award to the extent authorized by applicable law. The arbitrator shall follow the law applicable to any Claim and shall be empowered to award any damages or other relief which would be available under the law applicable to any such Claim. The determination of the arbitrator shall be final, binding on the parties and non-appealable, and may be entered in any court of competent jurisdiction to enforce it. The parties acknowledge and agree that the transactions contemplated by and relating to this Contract, which may include the use of materials or components which are obtained from out-of-state, and which otherwise include the use of interstate mails, roadways and commerce, involve interstate commerce, as that term is defined in the Federal Arbitration Act, 9 U.S.C. § 2.

Buyer's Initials

CBP
BUYER
COURTESY
MORRIS

[]

Seller's Initials

SLB
SELLER
COURTESY
MORRIS

[]

25. LIABILITY FOR COSTS OF COURT/ATTORNEY'S FEES

The parties to this agreement understand and agree that any costs of court or attorney's fees incurred by Buyer, Seller, brokers or sales associates in pursuing or defending a claim or dispute arising out of or relating in any way to this Contract may be borne by the losing party, except that the judge, arbitrator or mediator shall have the authority to apportion and award costs in an equitable manner to the extent authorized by applicable law.

BUYER INITIALS

CBP
BUYER
COURTESY
MORRIS

[]

SELLER INITIALS

SLB
SELLER
COURTESY
MORRIS

[]

26. ADDITIONAL TERMS

HVAC to be serviced and inspected by a licensed HVAC technician and a letter of good working order presented to buyer prior to closing, at buyer's expense. Inspection to be done during the 10 day inspection period.

Buyer request a response within 24 hours out of courtesy.

Addendum of "Additional Terms" attached Yes No

27. CONTRACT ENTIRE AGREEMENT

This Contract constitutes the entire agreement between Buyer and Seller regarding the Property, and supersedes all prior discussions, negotiations and agreements between Buyer and Seller, whether oral or written. Neither Buyer, Seller, nor any broker or sales associate shall be bound by any understanding, agreement, promise or representation concerning the Property, expressed or implied, not specified herein. Time is of the essence. All parties are advised to seek the advice of legal counsel about any of the terms hereof which may not be understood, prior to signing the Contract. By signing this Contract, the parties acknowledge that they understand this agreement creates legal obligations as well as legal rights which can be enforced in a court of law. **THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. (Once signed, this document is a legally binding contract.)**

Witness to Buyer's Signature

Buyer (Date)

Witness to Buyer's Signature

Buyer (Date)

Witness to Seller's Signature

Seller (Date)

Witness to Seller's Signature

Seller (Date)

BUYER INITIALS [Signature] (Last Modified 12-2015) SELLER INITIALS [Signature]



Issuance: 2015

PARASILTCA 03/30/2014 Form 1040 (2013) Page 2

Tax and Credits

38 Amount from line 37 (adjusted gross income) 38 22,959

39a Check if: You were born before January 2, 1949, Blind. Spouse was born before January 2, 1949, Blind. Total boxes checked 39a

b If your spouse itemizes on a separate return or you were a dual-status alien, check here 39b

40 Itemized deductions (from Schedule A) or your standard deduction (see left margin) 40 6,100

41 Subtract line 40 from line 38 41 16,859

42 Exemptions. If line 38 is \$150,000 or less, multiply \$3,900 by the number on line 6d. Otherwise, see instructions 42 3,900

43 Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0- 43 12,959

44 Tax (see instr.). Check if any from: a Form(s) 8814 b Form 4972 c 44 1,500

45 Alternative minimum tax (see instructions). Attach Form 6251 45

46 Add lines 44 and 45 46 1,500

47 Foreign tax credit. Attach Form 1116 if required 47

48 Credit for child and dependent care expenses. Attach Form 2441 48

49 Education credits from Form 8863, line 19 49

50 Retirement savings contributions credit. Attach Form 8880 50

51 Child tax credit. Attach Schedule 8812, if required 51

52 Residential energy credits. Attach Form 5695 52

53 Other credits from Form: a 3800 b 8801 c 53

54 Add lines 47 through 53. These are your total credits 54

55 Subtract line 54 from line 46. If line 54 is more than line 46, enter -0- 55 1,500

Other Taxes

56 Self-employment tax. Attach Schedule SE 56

57 Unreported social security and Medicare tax from Form: a 4137 b 8919 57

58 Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required 58

59a Household employment taxes from Schedule H 59a

b First-time homebuyer credit repayment. Attach Form 5405 if required 59b

60 Taxes from: a Form 8959 b Form 8960 c Instructions; enter code(s) 60

61 Add lines 55 through 60. This is your total tax 61 1,500

Payments

62 Federal income tax withheld from Forms W-2 and 1099 62 2,667

63 2013 estimated tax payments and amount applied from 2012 return 63

64a Earned income tax credit (EITC) 64a

b Nontaxable combat pay (see instructions) 64b

65 Additional child tax credit. Attach Schedule 8812 65

66 American opportunity credit from Form 8863, line 8 66

67 Reserved 67

68 Amount paid with request for extension to file 68

69 Excess social security and tier 1 RRTA tax withheld 69

70 Credit for federal tax on fuels. Attach Form 4136 70

71 Credits from Form: a 2439 b Reserved c 8885 d 71

72 Add lines 62, 63, 64a, and 65 through 71. These are your total payments 72 2,667

Refund

73 If line 72 is more than line 61, subtract line 61 from line 72. This is the amount you overpaid 73 1,167

74a Amount of line 73 you want refunded to you. If Form 8888 is attached, check here 74a 1,167

b Routing number Type: Checking Savings

d Account number

75 Amount of line 73 you want applied to your 2014 estimated tax 75

Amount You Owe

76 Amount you owe. Subtract line 72 from line 61. For details on how to pay, see instructions 76

77 Estimated tax penalty (see instructions) 77

Do you want to allow another person to discuss this return with the IRS (see instructions)? Yes. Complete below No

Designee's name: [Redacted] Personal identification number (PIN): [Redacted] Phone no.: [Redacted]

Sign Here

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

Your signature: [Redacted] Date: [Redacted] Your occupation: Student Daytime phone number: [Redacted]

Spouse's signature: [Redacted] Date: [Redacted] Spouse's occupation: [Redacted] If the IRS sent you an Identity Protection PIN, enter it here (see instr.): [Redacted]

Print/Type preparer's name: [Redacted] Preparer's signature: [Redacted] Date: 03/30/14 Check if self-employed PTIN: [Redacted]

Preparer Use Only: Firm's name: Spires & Associates, P.C. Firm's EIN: [Redacted] Firm's address: Florence AL 35630 Phone no.: [Redacted]

DAA Form 1040 (2013)

PARASILI/CA 03/30/2014

Form **1040** Department of the Treasury—Internal Revenue Service (99) **2013** U.S. Individual Income Tax Return OMB No. 1545-0074 IRS Use Only—Do not write or staple in this space.

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

Your first name and initial _____ Last name _____ Your social security number _____

If a joint return, spouse's first name and initial _____ Last name _____ Spouse's social security number _____

Home address (number and street). If you have a P.O. box, see instructions. _____ Apt. no. _____ **▲** Make sure the SSN(s) above and on line 5c are correct.

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions). **Florence AL 35630**

Foreign country name _____ Foreign province/state/country _____ Foreign postal code _____ **Presidential Election Campaign** Check here if you, or your spouse if filing jointly, want \$3 to go to this fund. Checking a box below will not change your tax or refund. You Spouse

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

Exemptions 6a Yourself. If someone can claim you as a dependent, do not check box 6a 6b Spouse } Boxes checked on 6a and 6b **1**

| c Dependents: | | (2) Dependent's social security number | (3) Dependent's relationship to you | (4) <input checked="" type="checkbox"/> If child under age 17 qualify for child tax credit (see instr.) | No. of children on 6c who: • lived with you • did not live with you due to divorce or separation (see instructions) |
|----------------|-----------|--|-------------------------------------|---|---|
| (1) First name | Last name | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

If more than four dependents, see instructions and check here

d Total number of exemptions claimed **1** Add numbers on lines above ▶ **1**

| Income | | 7 | 8a | 9a | 10 | 11 | 12 | 13 | 14 | 15b | 16b | 17 | 18 | 19 | 20b | 21 | 22 | |
|--------|---|-----|------------------|----|----|----|----|----|----|-----|-----|----|----|----|-----|----|----|--------|
| 7 | Wages, salaries, tips, etc. Attach Form(s) W-2 | | | | | | | | | | | | | | | | | 22,959 |
| 8a | Taxable interest. Attach Schedule B if required | | | | | | | | | | | | | | | | | |
| 9a | Ordinary dividends. Attach Schedule D if required | | | | | | | | | | | | | | | | | |
| 9b | Qualified dividends | | | | | | | | | | | | | | | | | |
| 10 | Taxable refunds, credits, or offsets of state and local income taxes | | | | | | | | | | | | | | | | | |
| 11 | Alimony received | | | | | | | | | | | | | | | | | |
| 12 | Business income or (loss). Attach Schedule C or C-EZ | | | | | | | | | | | | | | | | | |
| 13 | Capital gain or (loss). Attach Schedule D if required. If not required, check here ▶ | | | | | | | | | | | | | | | | | |
| 14 | Other gains or (losses). Attach Form 4797 | | | | | | | | | | | | | | | | | |
| 15a | IRA distributions | 15a | b Taxable amount | | | | | | | | | | | | | | | |
| 16a | Pensions and annuities | 16a | b Taxable amount | | | | | | | | | | | | | | | |
| 17 | Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E | | | | | | | | | | | | | | | | | |
| 18 | Farm income or (loss). Attach Schedule F | | | | | | | | | | | | | | | | | |
| 19 | Unemployment compensation | | | | | | | | | | | | | | | | | |
| 20a | Social security benefits | 20a | b Taxable amount | | | | | | | | | | | | | | | |
| 21 | Other income. List type and amount | | | | | | | | | | | | | | | | | |
| 22 | Combine the amounts in the far right column for lines 7 through 21. This is your total income ▶ | | | | | | | | | | | | | | | | | 22,959 |

| Adjusted Gross Income | | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31a | 32 | 33 | 34 | 35 | 36 | 37 | |
|-----------------------|--|----|----|----|----|----|----|----|----|-----|----|----|----|----|----|----|--------|
| 23 | Educator expenses | | | | | | | | | | | | | | | | |
| 24 | Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ | | | | | | | | | | | | | | | | |
| 25 | Health savings account deduction. Attach Form 8889 | | | | | | | | | | | | | | | | |
| 26 | Moving expenses. Attach Form 3903 | | | | | | | | | | | | | | | | |
| 27 | Deductible part of self-employment tax. Attach Schedule SE | | | | | | | | | | | | | | | | |
| 28 | Self-employed SEP, SIMPLE, and qualified plans | | | | | | | | | | | | | | | | |
| 29 | Self-employed health insurance deduction | | | | | | | | | | | | | | | | |
| 30 | Penalty on early withdrawal of savings | | | | | | | | | | | | | | | | |
| 31a | Alimony paid b Recipient's SSN ▶ | | | | | | | | | | | | | | | | |
| 32 | IRA deduction | | | | | | | | | | | | | | | | |
| 33 | Student loan interest deduction | | | | | | | | | | | | | | | | |
| 34 | Tuition and fees. Attach Form 8917 | | | | | | | | | | | | | | | | |
| 35 | Domestic production activities deduction. Attach Form 8903 | | | | | | | | | | | | | | | | |
| 36 | Add lines 23 through 35 | | | | | | | | | | | | | | | | |
| 37 | Subtract line 36 from line 22. This is your adjusted gross income ▶ | | | | | | | | | | | | | | | | 22,959 |

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

PAR/SILT/CA 05/02/2013

Form **1040** Department of the Treasury—Internal Revenue Service (99) **2012** U.S. Individual Income Tax Return OMB No. 1545-0074 IRS Use Only—Do not write or staple in this space.

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

Your first name and initial _____ Last name _____ Your social security number _____
 If a joint return, spouse's first name and initial _____ Last name _____ Spouse's social security number _____

Home address (number and street). If you have a P.O. box, see instructions. Apt. no. _____
 Make sure the SSN(s) above and on line 6c are correct.

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions).
Florence AL 35630

Foreign country name _____ Foreign province/state/country _____ Foreign postal code _____
 Presidential Election Campaign: Check here if you, or your spouse if filing jointly, want \$3 to go to this fund. Checking a box below will not change your tax or refund.
 You Spouse

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

Exemptions 6a Yourself. If someone can claim you as a dependent, do not check box 6a } Boxes checked on 6a and 6b **1**
 b Spouse } No. of children on 6c who:
 • lived with you _____
 • did not live with you due to divorce or separation (see instructions) _____

c Dependents:

| (1) First name | Last name | (2) Dependent's social security number | (3) Dependent's relationship to you | (4) <input checked="" type="checkbox"/> if child under age 17 qual. for child tax credit (see instr.) |
|----------------|-----------|--|-------------------------------------|---|
| | | | | |
| | | | | |
| | | | | |

If more than four dependents, see instructions and check here

Dependents on 6c not entered above _____
 Add numbers on lines above **1**

d Total number of exemptions claimed _____

Income

| | | | |
|-----|---|-----|--------|
| 7 | Wages, salaries, tips, etc. Attach Form(s) W-2 | 7 | 20,507 |
| 8a | Taxable interest. Attach Schedule B if required | 8a | |
| b | Tax-exempt interest. Do not include on line 8a | 8b | |
| 9a | Ordinary dividends. Attach Schedule D if required | 9a | |
| b | Qualified dividends | 9b | |
| 10 | Taxable refunds, credits, or offsets of state and local income taxes | 10 | |
| 11 | Alimony received | 11 | |
| 12 | Business income or (loss). Attach Schedule C or C-EZ | 12 | |
| 13 | Capital gain or (loss). Attach Schedule D if required. If not required, check here <input type="checkbox"/> | 13 | |
| 14 | Other gains or (losses). Attach Form 4797 | 14 | |
| 15a | IRA distributions | 15a | |
| b | Taxable amount | 15b | |
| 16a | Pensions and annuities | 16a | |
| b | Taxable amount | 16b | |
| 17 | Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E | 17 | |
| 18 | Farm income or (loss). Attach Schedule F | 18 | |
| 19 | Unemployment compensation | 19 | |
| 20a | Social security benefits | 20a | |
| b | Taxable amount | 20b | |
| 21 | Other income. List type and amount | 21 | |
| 22 | Combine the amounts in the far right column for lines 7 through 21. This is your total income | 22 | 20,507 |

Adjusted Gross Income

| | | | |
|-----|--|-----|--------|
| 23 | Educator expenses | 23 | |
| 24 | Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ | 24 | |
| 25 | Health savings account deduction. Attach Form 8889 | 25 | |
| 26 | Moving expenses. Attach Form 3903 | 26 | |
| 27 | Deductible part of self-employment tax. Attach Schedule SE | 27 | |
| 28 | Self-employed SEP, SIMPLE, and qualified plans | 28 | |
| 29 | Self-employed health insurance deduction | 29 | |
| 30 | Penalty on early withdrawal of savings | 30 | |
| 31a | Alimony paid | 31a | |
| b | Recipient's SSN | 31b | |
| 32 | IRA deduction | 32 | |
| 33 | Student loan interest deduction | 33 | |
| 34 | Tuition and fees. Attach Form 8917 | 34 | |
| 35 | Domestic production activities deduction. Attach Form 8903 | 35 | |
| 36 | Add lines 23 through 35 | 36 | |
| 37 | Subtract line 36 from line 22. This is your adjusted gross income | 37 | 20,507 |

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

PARASILITCA 04/09/2012

Form **1040** Department of the Treasury—Internal Revenue Service (99) **2011** U.S. Individual Income Tax Return OMB No. 1545-0074 IRS Use Only—Do not write or staple in this space.

For the year Jan. 1—Dec. 31, 2011, or other tax year beginning 2011, ending 20 See separate instructions.

Your first name and initial Last name Your social security number
 If a joint return, spouse's first name and initial Last name Spouse's social security number

Home address (number and street). If you have a P.O. box, see instructions. Apt. no. **▲ Make sure the SSN(s) above and on line 6c are correct.**

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions). **Florence AL 35630**

Foreign country name Foreign province/county Foreign postal code **▲ Presidential Election Campaign** Check here if you, or your spouse if filing jointly, want \$3 to go to this fund. Checking a box below will not change your tax or refund. You Spouse

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

Exemptions 6a Yourself. If someone can claim you as a dependent, do not check box 6a } Boxes checked on 6a and 6b **1**
 b Spouse } No. of children on 6c who:
 • lived with you
 • did not live with you due to divorce or separation (see instructions)

c Dependents:

| (1) First name | Last name | (2) Dependant's social security number | (3) Dependent's relationship to you | (4) <input type="checkbox"/> If child under age 17 qualifies for child tax credit (see instr.) |
|----------------|-----------|--|-------------------------------------|--|
| | | | | |
| | | | | |
| | | | | |

If more than four dependents, see instructions and check here

d Total number of exemptions claimed Add numbers on lines above **1**

Income

| | | | |
|-----|---|-----|---------------|
| 7 | Wages, salaries, tips, etc. Attach Form(s) W-2 | 7 | 15,797 |
| 8a | Taxable interest. Attach Schedule B if required | 8a | |
| b | Tax-exempt interest. Do not include on line 8a | 8b | |
| 9a | Ordinary dividends. Attach Schedule B if required | 9a | |
| b | Qualified dividends | 9b | |
| 10 | Taxable refunds, credits, or offsets of state and local income taxes | 10 | |
| 11 | Alimony received | 11 | |
| 12 | Business income or (loss). Attach Schedule C or C-EZ | 12 | |
| 13 | Capital gain or (loss). Attach Schedule D if required. If not required, check here <input type="checkbox"/> | 13 | |
| 14 | Other gains or (losses). Attach Form 4797 | 14 | |
| 15a | IRA distributions | 15a | |
| b | Taxable amount | 15b | |
| 16a | Pensions and annuities | 16a | |
| b | Taxable amount | 16b | |
| 17 | Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E | 17 | |
| 18 | Farm income or (loss). Attach Schedule F | 18 | |
| 19 | Unemployment compensation | 19 | |
| 20a | Social security benefits | 20a | |
| b | Taxable amount | 20b | |
| 21 | Other income. List type and amount | 21 | |
| 22 | Combine the amounts in the far right column for lines 7 through 21. This is your total income | 22 | 15,797 |

Adjusted Gross Income

| | | | |
|-----|--|-----|---------------|
| 23 | Educator expenses | 23 | |
| 24 | Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ | 24 | |
| 25 | Health savings account deduction. Attach Form 8889 | 25 | |
| 26 | Moving expenses. Attach Form 3903 | 26 | |
| 27 | Deductible part of self-employment tax. Attach Schedule SE | 27 | |
| 28 | Self-employed SEP, SIMPLE, and qualified plans | 28 | |
| 29 | Self-employed health insurance deduction | 29 | |
| 30 | Penalty on early withdrawal of savings | 30 | |
| 31a | Alimony paid | 31a | |
| b | Recipient's SSN | | |
| 32 | IRA deduction | 32 | |
| 33 | Student loan interest deduction | 33 | |
| 34 | Tuition and fees. Attach Form 8917 | 34 | |
| 35 | Domestic production activities deduction. Attach Form 8903 | 35 | |
| 36 | Add lines 23 through 35 | 36 | |
| 37 | Subtract line 36 from line 22. This is your adjusted gross income | 37 | 15,797 |

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions. Form **1040** (2011)

PARASILTCA

Form **1040** Department of the Treasury—Internal Revenue Service **2010** (99) IRS Use Only—Do not write or staple in this space.

Name, Address, and SSN

For the year Jan. 1-Dec. 31, 2010, or other tax year beginning _____, 2010, ending _____, 20

Your first name and initial _____ Last name _____

Your social security number _____

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

Spouse's social security number _____

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

City, town or post office, state, and ZIP code. If you have a foreign address, see instructions.
Florence AL 35630

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

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

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

Filing Status

1 Single

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

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

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

5 Qualifying widow(er) with dependent child

Exemptions

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

6b Spouse

6c **Dependents:**

| (1) First name | Last name | (2) Dependent's social security number | (3) Dependent's relationship to you | (4) <input type="checkbox"/> If qualify child for child tax cr. (see page 15) |
|----------------|-----------|--|-------------------------------------|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Boxes checked on 6a and 6b No. of children on 6c who:

- lived with you
- did not live with you due to divorce or separation (see instructions)

Dependents on 6c not entered above _____

Add numbers on lines above ▶ **0**

d Total number of exemptions claimed **0**

Income

7 Wages, salaries, tips, etc. Attach Form(s) W-2 **7 5,782**

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

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

9a Ordinary dividends. Attach Schedule B if required **9a**

b Qualified dividends **9b**

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

11 Alimony received **11**

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

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

14 Other gains or (losses). Attach Form 4797 **14**

15a IRA distributions **15a** b Taxable amount **15b**

16a Pensions and annuities **16a** b Taxable amount **16b**

17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E **17**

18 Farm income or (loss). Attach Schedule F **18**

19 Unemployment compensation **19**

20a Social security benefits **20a** b Taxable amount **20b**

21 Other income. List type and amount **21**

22 Combine the amounts in the far right column for lines 7 through 21. This is your total income ▶ **22 5,782**

Adjusted Gross Income

23 Educator expenses **23**

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

25 Health savings account deduction. Attach Form 8889 **25**

26 Moving expenses. Attach Form 3903 **26**

27 One-half of self-employment tax. Attach Schedule SE **27**

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

29 Self-employed health insurance deduction **29**

30 Penalty on early withdrawal of savings **30**

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

32 IRA deduction **32**

33 Student loan interest deduction **33**

34 Tuition and fees. Attach Form 8917 **34**

35 Domestic production activities deduction. Attach Form 8903 **35**

36 Add lines 23 through 31a and 32 through 35 **36**

37 Subtract line 36 from line 22. This is your adjusted gross income ▶ **37 5,782**

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

Spires & Associates, P.C.

Florence, AL 35631-1019

April 1, 2010

CONFIDENTIAL

[REDACTED]
Florence, AL 35630

Dear [REDACTED]

We have prepared the following returns from information provided by you without verification or audit:

U.S. Individual Income Tax Return (Form 1040)
Alabama Individual Income Tax Return (Form 40)

We suggest that you examine these returns carefully to fully acquaint yourself with all items contained therein to ensure that there are no omissions or misstatements. Attached are instructions for signing and filing each return. Please follow those instructions carefully.

Also enclosed is any material you furnished for use in preparing the returns. If the returns are examined, requests may be made for supporting documentation. Therefore, we recommend that you retain all pertinent records for at least seven years.

In order that we may properly advise you of tax considerations, please keep us informed of any significant changes in your financial affairs or of any correspondence received from taxing authorities.

If you have any questions or if we can be of assistance in any way, please do not hesitate to call.

Sincerely,

Spires & Associates, P.C.

Form **1040** Department of the Treasury—Internal Revenue Service **2009** (99) IRS Use Only—Do not write or staple in this space.

U.S. Individual Income Tax Return

OMB No. 1545-0074

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

For the year Jan. 1-Dec. 31, 2009, or other tax year beginning , 2009, ending , 20

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

Your social security number
 Spouse's social security number

Home address (number and street). If you have a P.O. box, see page 14. Apt. no.
 City, town or post office, state, and ZIP code. If you have a foreign address, see page 14.

Florence AL 35630

You must enter your SSN(s) above.

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

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

Filing Status

1 Single
 2 Married filing jointly (even if only one had income)
 3 Married filing separately. Enter spouse's SSN above and full name here.
 4 Head of household (with qualifying person). (See page 15.) If the qualifying person is a child but not your dependent, enter this child's name here.
 5 Qualifying widow(er) with dependent child (see page 16)

Exemptions

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

Dependents:

| (1) First name | Last name | (2) Dependent's social security number | (3) Dependent's relationship to you | (4) <input type="checkbox"/> if you are a child for child tax or (see page 17) |
|----------------|-----------|--|-------------------------------------|--|
| | | | | |
| | | | | |

Boxes checked on 6a and 6b No. of children on 6c who:
 • lived with you
 • did not live with you due to divorce or separation (see page 18)

Dependents on 6c not entered above

d Total number of exemptions claimed Add numbers on lines above 0

Income

| | | | |
|-----|---|-----|-------|
| 7 | Wages, salaries, tips, etc. Attach Form(s) W-2 | 7 | 2,666 |
| 8a | Taxable interest. Attach Schedule B if required | 8a | |
| b | Tax-exempt interest. Do not include on line 8a | 8b | |
| 9a | Ordinary dividends. Attach Schedule B if required | 9a | |
| b | Qualified dividends (see page 22) | 9b | |
| 10 | Taxable refunds, credits, or offsets of state and local income taxes (see page 23) | 10 | |
| 11 | Alimony received | 11 | |
| 12 | Business income or (loss). Attach Schedule C or C-EZ | 12 | |
| 13 | Capital gain or (loss). Attach Schedule D if required. If not required, check here <input type="checkbox"/> | 13 | |
| 14 | Other gains or (losses). Attach Form 4797 | 14 | |
| 15a | IRA distributions | 15a | |
| b | Taxable amount (see page 24) | 15b | |
| 16a | Pensions and annuities | 16a | |
| b | Taxable amount (see page 25) | 16b | |
| 17 | Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E | 17 | |
| 18 | Farm income or (loss). Attach Schedule F | 18 | |
| 19 | Unemployment compensation in excess of \$2,400 per recipient (see page 27) | 19 | |
| 20a | Social security benefits | 20a | |
| b | Taxable amount (see page 27) | 20b | |
| 21 | Other income. List type and amount (see page 29) | 21 | |
| 22 | Add the amounts in the far right column for lines 7 through 21. This is your total income | 22 | 2,666 |

Adjusted Gross Income

| | | | |
|-----|--|-----|-------|
| 23 | Educator expenses (see page 29) | 23 | |
| 24 | Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ | 24 | |
| 25 | Health savings account deduction. Attach Form 8889 | 25 | |
| 26 | Moving expenses. Attach Form 3903 | 26 | |
| 27 | One-half of self-employment tax. Attach Schedule SE | 27 | |
| 28 | Self-employed SEP, SIMPLE, and qualified plans | 28 | |
| 29 | Self-employed health insurance deduction (see page 30) | 29 | |
| 30 | Penalty on early withdrawal of savings | 30 | |
| 31a | Alimony paid b Recipient's SSN <input type="checkbox"/> | 31a | |
| 32 | IRA deduction (see page 31) | 32 | |
| 33 | Student loan interest deduction (see page 34) | 33 | |
| 34 | Tuition and fees deduction. Attach Form 8917 | 34 | |
| 35 | Domestic production activities deduction. Attach Form 8903 | 35 | |
| 36 | Add lines 23 through 31a and 32 through 35 | 36 | |
| 37 | Subtract line 36 from line 22. This is your adjusted gross income | 37 | 2,666 |

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

Spires & Associates, P.C.

[REDACTED]
Florence, AL 35631-1019
[REDACTED]

March 31, 2008

CONFIDENTIAL

[REDACTED]
Florence, AL 35630

Dear [REDACTED]

We have prepared the following returns from information provided by you without verification or audit:

U.S. Individual Income Tax Return (Form 1040)
Alabama Individual Income Tax Return (Form 40)

We suggest that you examine these returns carefully to fully acquaint yourself with all items contained therein to ensure that there are no omissions or misstatements. Attached are instructions for signing and filing each return. Please follow those instructions carefully.

Also enclosed is any material you furnished for use in preparing the returns. If the returns are examined, requests may be made for supporting documentation. Therefore, we recommend that you retain all pertinent records for at least seven years.

In order that we may properly advise you of tax considerations, please keep us informed of any significant changes in your financial affairs or of any correspondence received from taxing authorities.

If you have any questions or if we can be of assistance in any way, please do not hesitate to call.

Sincerely,

Spires & Associates, P.C.

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

OMB No. 1545-0074

Label (See instructions on page 12.) Use the IRS label. Otherwise, please print or type.

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

Filing Status

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

Exemptions

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

Income

7 Wages, salaries, tips, etc. Attach Form(s) W-2 **7** 2,194
 8a Taxable interest. Attach Schedule B if required **8a**
 b Tax-exempt interest. Do not include on line 8a **8b**
 9a Ordinary dividends. Attach Schedule B if required **9a**
 b Qualified dividends (see page 19) **9b**
 10 Taxable refunds, credits, or offsets of state and local income taxes (see page 20) **10**
 11 Alimony received **11**
 12 Business income or (loss). Attach Schedule C or C-EZ **12**
 13 Capital gain or (loss). Attach Schedule D if required. If not required, check here **13**
 14 Other gains or (losses). Attach Form 4797 **14**
 15a IRA distributions **15a** b Taxable amount (see page 21) **15b**
 16a Pensions and annuities **16a** b Taxable amount (see page 22) **16b**
 17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E **17**
 18 Farm income or (loss). Attach Schedule F **18**
 19 Unemployment compensation **19**
 20a Social security benefits **20a** b Taxable amount (see page 24) **20b**
 21 Other income. List type and amount (see page 24) **21**
 22 Add the amounts in the far right column for lines 7 through 21. This is your total income **22** 2,194

Adjusted Gross Income

23 Educator expenses (see page 26) **23**
 24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ **24**
 25 Health savings account deduction. Attach Form 8889 **25**
 26 Moving expenses. Attach Form 3903 **26**
 27 One-half of self-employment tax. Attach Schedule SE **27**
 28 Self-employed SEP, SIMPLE, and qualified plans **28**
 29 Self-employed health insurance deduction (see page 26) **29**
 30 Penalty on early withdrawal of savings **30**
 31a Alimony paid b Recipient's SSN **31a**
 32 IRA deduction (see page 27) **32**
 33 Student loan interest deduction (see page 30) **33**
 34 Tuition and fees deduction. Attach Form 8917 **34**
 35 Domestic production activities deduction. Attach Form 8903 **35**
 36 Add lines 23 through 31a and 32 through 35 **36**
 37 Subtract line 36 from line 22. This is your adjusted gross income **37** 2,194

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

| Copy B To Be Filed With Employee's FEDERAL Tax Return | | 2006 | | OMB No. 1545-0008 |
|--|----------------------------|--------------------------------|--|-------------------|
| a Control number | 1 Wages, tips, other comp | 2 Federal income tax withheld | | |
| | 75.00 | 0.60 | | |
| b Employer ID number | 3 Social security wages | 4 Social security tax withheld | | |
| | 75.00 | 4.65 | | |
| | 5 Medicare wages and tips | 6 Medicare tax withheld | | |
| | 75.00 | 1.09 | | |
| c Employer's name, address, and ZIP code | | | | |
| STAFFING CONCEPTS NATIONAL INC LAWRENCEVILLE GA 30043 | | | | |
| d Employee's social security number | | | | |
| [REDACTED] | | | | |
| e Employee's name, address, and ZIP code | | | | |
| FLORENCE, AL 35633 | | | | |
| 7 Social security tips | 8 Allocated tips | 9 Advance EIC payment | | |
| | | | | |
| 10 Dependent care benefits | 11 Nonqualified plans | 12a Code See inst for box 12 | | |
| | | | | |
| 13 Stat employee | 14 Other | 12b Code | | |
| Retirement Plan | | 12c Code | | |
| Third-party sick pay | | 12d Code | | |
| AL [REDACTED] | 75.00 | 1.99 | | |
| 15 State Employer's state ID no. | 16 State wages, tips, etc. | 17 State income tax | | |
| 18 Local wages, tips, etc. | 19 Local income tax | 20 Locality name | | |

Form W-2 Wage and Tax Statement Dept. of the Treasury - IRS
This information is being furnished to the Internal Revenue Service

| Copy 2 To Be Filed With Employee's State City, or Local Income Tax Return | | 2006 | | OMB No. 1545-0008 |
|---|----------------------------|--------------------------------|--|-------------------|
| a Control number | 1 Wages, tips, other comp | 2 Federal income tax withheld | | |
| | 75.00 | 0.60 | | |
| b Employer ID number | 3 Social security wages | 4 Social security tax withheld | | |
| | 75.00 | 4.65 | | |
| | 5 Medicare wages and tips | 6 Medicare tax withheld | | |
| | 75.00 | 1.09 | | |
| c Employer's name, address, and ZIP code | | | | |
| STAFFING CONCEPTS NATIONAL INC LAWRENCEVILLE GA 30043 | | | | |
| d Employee's social security number | | | | |
| [REDACTED] | | | | |
| e Employee's name, address, and ZIP code | | | | |
| FLORENCE, AL 35633 | | | | |
| 7 Social security tips | 8 Allocated tips | 9 Advance EIC payment | | |
| | | | | |
| 10 Dependent care benefits | 11 Nonqualified plans | 12a Code See inst for box 12 | | |
| | | | | |
| 13 Stat employee | 14 Other | 12b Code | | |
| Retirement Plan | | 12c Code | | |
| Third-party sick pay | | 12d Code | | |
| AL [REDACTED] | 75.00 | 1.99 | | |
| 15 State Employer's state ID no. | 16 State wages, tips, etc. | 17 State income tax | | |
| 18 Local wages, tips, etc. | 19 Local income tax | 20 Locality name | | |

Form W-2 Wage and Tax Statement Dept. of the Treasury - IRS

| Copy C For EMPLOYEE'S RECORDS (See Notice To Employee) | | 2006 | | OMB No. 1545-0008 |
|--|----------------------------|--------------------------------|--|-------------------|
| a Control number | 1 Wages, tips, other comp | 2 Federal income tax withheld | | |
| | 75.00 | 0.60 | | |
| b Employer ID number | 3 Social security wages | 4 Social security tax withheld | | |
| | 75.00 | 4.65 | | |
| | 5 Medicare wages and tips | 6 Medicare tax withheld | | |
| | 75.00 | 1.09 | | |
| c Employer's name, address, and ZIP code | | | | |
| STAFFING CONCEPTS NATIONAL INC LAWRENCEVILLE GA 30043 | | | | |
| d Employee's social security number | | | | |
| [REDACTED] | | | | |
| e Employee's name, address, and ZIP code | | | | |
| FLORENCE, AL 35633 | | | | |
| 7 Social security tips | 8 Allocated tips | 9 Advance EIC payment | | |
| | | | | |
| 10 Dependent care benefits | 11 Nonqualified plans | 12a Code See inst for box 12 | | |
| | | | | |
| 13 Stat employee | 14 Other | 12b Code | | |
| Retirement Plan | | 12c Code | | |
| Third-party sick pay | | 12d Code | | |
| AL [REDACTED] | 75.00 | 1.99 | | |
| 15 State Employer's state ID no. | 16 State wages, tips, etc. | 17 State income tax | | |
| 18 Local wages, tips, etc. | 19 Local income tax | 20 Locality name | | |

Form W-2 Wage and Tax Statement Dept. of the Treasury - IRS
This information is being furnished to the IRS. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.

| Copy 2 To Be Filed With Employee's State City, or Local Income Tax Return | | 2006 | | OMB No. 1545-0008 |
|---|----------------------------|--------------------------------|--|-------------------|
| a Control number | 1 Wages, tips, other comp | 2 Federal income tax withheld | | |
| | 75.00 | 0.60 | | |
| b Employer ID number | 3 Social security wages | 4 Social security tax withheld | | |
| | 75.00 | 4.65 | | |
| | 5 Medicare wages and tips | 6 Medicare tax withheld | | |
| | 75.00 | 1.09 | | |
| c Employer's name, address, and ZIP code | | | | |
| STAFFING CONCEPTS NATIONAL INC LAWRENCEVILLE GA 30043 | | | | |
| d Employee's social security number | | | | |
| [REDACTED] | | | | |
| e Employee's name, address, and ZIP code | | | | |
| FLORENCE, AL 35633 | | | | |
| 7 Social security tips | 8 Allocated tips | 9 Advance EIC payment | | |
| | | | | |
| 10 Dependent care benefits | 11 Nonqualified plans | 12a Code See inst for box 12 | | |
| | | | | |
| 13 Stat employee | 14 Other | 12b Code | | |
| Retirement Plan | | 12c Code | | |
| Third-party sick pay | | 12d Code | | |
| AL [REDACTED] | 75.00 | 1.99 | | |
| 15 State Employer's state ID no. | 16 State wages, tips, etc. | 17 State income tax | | |
| 18 Local wages, tips, etc. | 19 Local income tax | 20 Locality name | | |

Form W-2 Wage and Tax Statement Dept. of the Treasury - IRS

| Copy B To Be Filed With Employee's FEDERAL Tax Return | | | 2005 | OMB No. 1545-0008 |
|--|------------------------------------|--|------|-------------------|
| a Control number | 1 Wages, tips, other comp 27.00 | 2 Federal income tax withheld | | |
| b Employer ID number | 3 Social security wages 27.00 | 4 Social security tax withheld 1.67 | | |
| | 5 Medicare wages and tips 27.00 | 6 Medicare tax withheld 0.39 | | |
| c Employer's name, address, and ZIP code STAFFING CONCEPTS NATIONAL INC LAWRENCEVILLE GA 30043 | | | | |
| d Employee's social security number [REDACTED] | | | | |
| e Employee's name, address, and ZIP code [REDACTED] FLORENCE, AL 35633 | | | | |
| 7 Social security tips | 8 Allocated tips | 9 Advance EIC payment | | |
| 10 Dependent care benefits | 11 Nonqualified plans | 12a Code See inst for box 12 | | |
| 13 Stat employee | 14 Other | 12b Code | | |
| Retirement Plan | | 12c Code | | |
| Third-party sick pay | | 12d Code | | |
| AL [REDACTED] | 27.00 | 0.67 | | |
| 15 State Employer's state ID no. | 16 State wages, tips, etc. | 17 State income tax | | |
| 18 Local wages, tips, etc. | 19 Local income tax | 20 Locality name | | |

Form W-2 Wage and Tax Statement Dept. of the Treasury - IRS
This information is being furnished to the Internal Revenue Service

| Copy 2 To Be Filed With Employee's State City, or Local Income Tax Return | | | 2005 | OMB No. 1545-0008 |
|--|------------------------------------|--|------|-------------------|
| a Control number | 1 Wages, tips, other comp 27.00 | 2 Federal income tax withheld | | |
| b Employer ID number | 3 Social security wages 27.00 | 4 Social security tax withheld 1.67 | | |
| | 5 Medicare wages and tips 27.00 | 6 Medicare tax withheld 0.39 | | |
| c Employer's name, address, and ZIP code STAFFING CONCEPTS NATIONAL INC LAWRENCEVILLE GA 30043 | | | | |
| d Employee's social security number 420-37-3945 | | | | |
| e Employee's name, address, and ZIP code [REDACTED] FLORENCE, AL 35633 | | | | |
| 7 Social security tips | 8 Allocated tips | 9 Advance EIC payment | | |
| 10 Dependent care benefits | 11 Nonqualified plans | 12a Code See inst for box 12 | | |
| 13 Stat employee | 14 Other | 12b Code | | |
| Retirement Plan | | 12c Code | | |
| Third-party sick pay | | 12d Code | | |
| AL [REDACTED] | 27.00 | 0.67 | | |
| 15 State Employer's state ID no. | 16 State wages, tips, etc. | 17 State income tax | | |
| 18 Local wages, tips, etc. | 19 Local income tax | 20 Locality name | | |

Form W-2 Wage and Tax Statement Dept. of the Treasury - IRS

| Copy C For EMPLOYEE'S RECORDS (See Notice To Employee) | | | 2005 | OMB No. 1545-0008 |
|--|------------------------------------|--|------|-------------------|
| a Control number | 1 Wages, tips, other comp 27.00 | 2 Federal income tax withheld | | |
| b Employer ID number | 3 Social security wages 27.00 | 4 Social security tax withheld 1.67 | | |
| | 5 Medicare wages and tips 27.00 | 6 Medicare tax withheld 0.39 | | |
| c Employer's name, address, and ZIP code STAFFING CONCEPTS NATIONAL INC LAWRENCEVILLE GA 30043 | | | | |
| d Employee's social security number [REDACTED] | | | | |
| e Employee's name, address, and ZIP code [REDACTED] FLORENCE, AL 35633 | | | | |
| 7 Social security tips | 8 Allocated tips | 9 Advance EIC payment | | |
| 10 Dependent care benefits | 11 Nonqualified plans | 12a Code See inst for box 12 | | |
| 13 Stat employee | 14 Other | 12b Code | | |
| Retirement Plan | | 12c Code | | |
| Third-party sick pay | | 12d Code | | |
| AL [REDACTED] | 27.00 | 0.67 | | |
| 15 State Employer's state ID no. | 16 State wages, tips, etc. | 17 State income tax | | |
| 18 Local wages, tips, etc. | 19 Local income tax | 20 Locality name | | |

Form W-2 Wage and Tax Statement Dept. of the Treasury - IRS
This information is being furnished to the IRS. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.

| Copy 2 To Be Filed With Employee's State City, or Local Income Tax Return | | | 2005 | OMB No. 1545-0008 |
|--|------------------------------------|--|------|-------------------|
| a Control number | 1 Wages, tips, other comp 27.00 | 2 Federal income tax withheld | | |
| b Employer ID number | 3 Social security wages 27.00 | 4 Social security tax withheld 1.67 | | |
| | 5 Medicare wages and tips 27.00 | 6 Medicare tax withheld 0.39 | | |
| c Employer's name, address, and ZIP code STAFFING CONCEPTS NATIONAL INC LAWRENCEVILLE GA 30043 | | | | |
| d Employee's social security number [REDACTED] | | | | |
| e Employee's name, address, and ZIP code [REDACTED] FLORENCE, AL 35633 | | | | |
| 7 Social security tips | 8 Allocated tips | 9 Advance EIC payment | | |
| 10 Dependent care benefits | 11 Nonqualified plans | 12a Code See inst for box 12 | | |
| 13 Stat employee | 14 Other | 12b Code | | |
| Retirement Plan | | 12c Code | | |
| Third-party sick pay | | 12d Code | | |
| AL [REDACTED] | 27.00 | 0.67 | | |
| 15 State Employer's state ID no. | 16 State wages, tips, etc. | 17 State income tax | | |
| 18 Local wages, tips, etc. | 19 Local income tax | 20 Locality name | | |

Form W-2 Wage and Tax Statement Dept. of the Treasury - IRS

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.

[Redacted]

Printed Name of Verifying Individual

Director

Title of Verifying Individual

[Redacted]

Signature of Verifying Individual

12/22/2022

Verification Date

Redaction Declaration

The names, addresses, telephone numbers, dates of birth, social security numbers, and financial account amount and numbers are all protected from disclosure as personally identifiable information under federal law and the laws of the State of Alabama. *See* The Privacy Act of 1974, 5 U.S.C. § 552a; *see also* Alabama Data Breach Notification Act of 2018, Ala. Code (1975) § 8-38-1 *et seq.*

The trial and appellate courts in Alabama have similarly adopted rules that limit disclosure of such personally identifiable information in documents filed with the courts. *See* Ala. R. App. P. 56, *Redaction of Personal Identifiers in Documents filed with the Appellate Courts* and Ala. R. Civ. P. 5.1, *Privacy Protection for Court Filings*.

With regard to our security plan and building plans, the Alabama Public Records Law exempts from disclosure “. . . records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures . . . the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare . . .” Ala. Code § 36-12-40 (1975).

3.1 – The applicant’s verification of the following:

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

██████████ is the sole Owner and Board Member of the Applicant. He requested a criminal background check from ALEA on December 16, 2022. FORM B: Background Check Applicant Verification is signed and included below.

3.2 – Verified written consent from each individual identified by § 20-2A-55(b), Code of Alabama 1975 (as amended) (i.e., each owner, shareholder, director, board member, and individual with an economic interest in the Applicant), to a state criminal background check, which shall be conducted, at the Applicant’s expense, by ALEA. Each completed background check form and fingerprint card will be returned directly to ALEA.

██████████ consented to and requested a criminal background check from ALEA on December 16, 2022 (utilizing FORM C). He understands that the background check form and fingerprint card will be returned directly to ALEA. Form E - Background Check application Verification is signed and included below.

3.3 – Verified written consent from each individual identified by § 20-2A-55(b), Code of Alabama 1975 (as amended) (i.e., each owner, shareholder, director, board member, and individual with an economic interest in the Applicant), to a national criminal background check, which shall be conducted, at the Applicant’s expense, by the FBI.

██████████ consented to and requested a criminal background check from the FBI on December 16th 2022 (utilizing FORM D). Form E - Background Check application Verification is signed and included below.

3.4 – The verification of each individual identified and verified by the Applicant on the Background Check Applicant Verification Form

Form E - Background Check application Verification is signed and included below.

FORM B: BACKGROUND CHECK APPLICANT VERIFICATION

Green Acres Organic Pharms Inc.

Processor

Business License Applicant Name

License Type

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

| NAME | ROLE (select all that apply) |
|------------|---|
| [REDACTED] | <input checked="" type="checkbox"/> Owner <input checked="" type="checkbox"/> Shareholder <input checked="" type="checkbox"/> Director <input checked="" type="checkbox"/> Board Member <input checked="" type="checkbox"/> Individual with Economic Interest in Applicant |
| [REDACTED] | <input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant |
| [REDACTED] | <input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant |
| [REDACTED] | <input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant |
| [REDACTED] | <input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant |
| [REDACTED] | <input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant |
| [REDACTED] | <input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant |
| [REDACTED] | <input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant |
| [REDACTED] | <input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant |
| [REDACTED] | <input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant |

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

[REDACTED]

Director

[REDACTED]

Title of Verifying Individual

12/16/2022

Signature of verifying individual

Verification Date

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

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

Green Acres Organic Pharms Inc.

Processor

Business License Applicant Name

License Type

Individual's Name

Individual's Role (select all that apply): Owner Shareholder Director Board Member
 Individual with Economic Interest in Applicant

Verification

The undersigned, as identified above, hereby verifies all of the following:

- That the individual's role(s) in the Applicant's business is one or more of the roles identified by § 20-2A-55(b), Code of Alabama 1975 (as amended).
- That the individual shall, as required by § 20-2A-55(b), Code of Alabama 1975 (as amended), submit to a state and national criminal background check, to be conducted and/or coordinated by the Alabama Law Enforcement Agency.
- That the individual has submitted its completed state criminal background check application form (ALEA SBI Form 46), and all other items required therewith, to ALEA
- That the individual has submitted its national criminal background check form (FBI Identity History Summary Request Form), and all other items required therewith, to the FBI.
- That the individual, on his/her state and national background check forms, has authorized ALEA and the FBI, as applicable, to release any and all criminal history information of the individual to the Alabama Medical Cannabis Commission.
- That the individual will promptly respond to any request from ALEA, the FBI, and/or the Alabama Medical Cannabis Commission regarding the processing of the individual's state and national criminal background checks.
- That the individual has confirmed that his/her name and role(s) have been included, by the Applicant, on the Background Check Applicant Verification Form.

Signature of Verifying Individual

12/20/2022

Verification Date

Exhibit 4 – Demonstration of Sufficient Capital

Verification

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

 _____

Printed Name of Verifying Individual

Director _____

Title of Verifying Individual

 _____

Signature of Verifying Individual

2/26/2023 _____

Verification Date

Redaction Declaration

The names, addresses, telephone numbers, dates of birth, social security numbers, and financial account amount and numbers are all protected from disclosure as personally identifiable information under federal law and the laws of the State of Alabama. *See* The Privacy Act of 1974, 5 U.S.C. § 552a; *see also* Alabama Data Breach Notification Act of 2018, Ala. Code (1975) § 8-38-1 *et seq.*

The trial and appellate courts in Alabama have similarly adopted rules that limit disclosure of such personally identifiable information in documents filed with the courts. *See* Ala. R. App. P. 56, *Redaction of Personal Identifiers in Documents filed with the Appellate Courts* and Ala. R. Civ. P. 5.1, *Privacy Protection for Court Filings*.

With regard to our security plan and building plans, the Alabama Public Records Law exempts from disclosure “. . . records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures . . . the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare . . .” Ala. Code § 36-12-40 (1975).

4.1 Source of Capital

The processor, which is currently an operating hemp processing business, currently has [REDACTED] in assets and equipment. The company is also generating [REDACTED] per month revenue and growing due to sales of products in its hemp division.

Conservatively, additional capital of \$700,000 may be required to ensure the company has sufficient capital to operate, as defined as the total of the Applicant's projected annual budgets during the first three full years after a license is issued. The company's financial statements reflect the scenario where new capital is required to support the operations.

If required, capital will be provided by a series of loans, by the individuals listed below. All of the loans are proposed to be at 7% annual interest, with repayment beginning 12 months after the loan is provided as summarized here:

| <u>Lender</u> | <u>Relationship</u> | <u>Loan Amount</u> | <u>Cash on Hand (Account)</u> |
|---------------|---------------------|--------------------|--|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] [REDACTED] [REDACTED] |

An Affidavit from an independent CPA below provides verification of proof of funds to support the loan amounts pledged.

STATE OF OREGON
DESCHUTES COUNTY

AFFIDAVIT AS TO SUFFICIENT CAPITAL

The Affiant, [REDACTED] personally appeared and, being duly sworn, stated as follows:

1. My name is [REDACTED] I am over the age of nineteen years and a resident of Deschutes County, Oregon .

2. I am a Certified Public Accountant licensed in the State of Oregon.

3. I am giving this Affidavit in support of the application of Green Acres Organic Pharms Inc., an Alabama corporation (the "Applicant"), to the Alabama Medical Cannabis Commission (the "Commission") to demonstrate the Applicant's sufficient capital pursuant to Section 20-2A-22 of the Code of Alabama 1975 (as amended) and the regulations thereunder.

4. My firm, [REDACTED] provides tax and accounting services to businesses in the cannabis industry, and my firm has been engaged to assist the Company with its application to the Commission.

5. I have reviewed funding letters provided by lenders to the Company. Those funding letters in Exhibit 4, which is attached hereto and incorporated by reference herein.

6. Based on the information contained in Exhibit 4, the following individuals have offered to lend the Company the amounts listed beside their names:

Individual

[REDACTED]

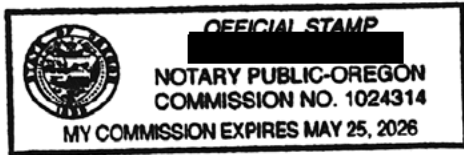
Loan Commitment

[REDACTED]

Further this affiant sayeth not.



Sworn to and subscribed before me this 20th day of February, 2023.



Notary Public
My Commission Expires: May 25, 2026

Exhibit 5 – Financial Statements

Verification

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

Printed Name of Verifying Individual

Director

Title of Verifying Individual

Signature of Verifying Individual

12/29/2022

Verification Date

Redaction Declaration

The names, addresses, telephone numbers, dates of birth, social security numbers, and financial account amount and numbers are all protected from disclosure as personally identifiable information under federal law and the laws of the State of Alabama. *See* The Privacy Act of 1974, 5 U.S.C. § 552a; *see also* Alabama Data Breach Notification Act of 2018, Ala. Code (1975) § 8-38-1 *et seq.*

The trial and appellate courts in Alabama have similarly adopted rules that limit disclosure of such personally identifiable information in documents filed with the courts. *See* Ala. R. App. P. 56, *Redaction of Personal Identifiers in Documents filed with the Appellate Courts* and Ala. R. Civ. P. 5.1, *Privacy Protection for Court Filings*.

With regard to our security plan and building plans, the Alabama Public Records Law exempts from disclosure “. . . records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures . . . the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare . . .” Ala. Code § 36-12-40 (1975).

5.1 Balance Sheet

The balance sheet report below, provides a snapshot of projected value of assets, liabilities, and equity for the new licensed business at commencement and as projected over each calendar year thereafter on December 31 of each year. The financials represented are for the medical cannabis division of the company only, and do not include financials for the existing hemp processing division of the company.

Balance Sheet
pro forma
(Dollars in Thousands)

| | 2023 | 2024 | 2025 | 2026 |
|--|-----------------|-----------------|-----------------|------------------|
| CURRENT ASSETS: | | | | |
| Cash | 532 | 2,055 | 8,386 | 20,701 |
| Accounts receivable Gross | - | - | - | - |
| Total current assets | 532 | 2,055 | 8,386 | 20,701 |
| LONG TERM ASSETS: | | | | |
| Property and equipment, net | 1,209 | 1,080 | 952 | 824 |
| Intangible and other assets, net | - | - | - | - |
| Total Long Term Assets | 1,209 | 1,080 | 952 | 824 |
| Total Assets | 1,740 | 3,136 | 9,338 | 21,524 |
| LIABILITIES AND SHAREHOLDER EQUITY | | | | |
| CURRENT LIABILITIES: | | | | |
| Accounts payable | - | - | - | - |
| Accrued liabilities | - | - | - | - |
| Total Current Liabilities | - | - | - | - |
| LONG-TERM LIABILITIES: | | | | |
| Long-term obligations, less current maturities | 700 | 700 | 700 | 700 |
| Total Long- Term Liabilities | 700 | 700 | 700 | 700 |
| Total Liabilities | 700 | 700 | 700 | 700 |
| COMMITMENTS AND CONTINGENCIES | | | | |
| MEMBERS EQUITY | | | | |
| Additional paid-in capital | 1,273 | 1,273 | 1,273 | 1,273 |
| Accumulated Gain/(deficit) | (232) | 1,163 | 7,366 | 19,551 |
| Total stockholders' deficit | 1,040 | 2,436 | 8,638 | 20,824 |
| Total liabilities and stockholders' deficit | \$ 1,740 | \$ 3,136 | \$ 9,338 | \$ 21,524 |

5.2 Profit and Loss Report

The report below summarizes projected 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.

Profit and Loss Statement
pro forma
(Dollars in Thousands)

| | 2023 | 2024 | 2025 | 2026 |
|--|----------|-----------|-----------|-----------|
| Biomass Acquired (g) | 100,118 | 1,599,962 | 3,502,813 | 5,791,911 |
| Concentrate Produced (g) | 15,018 | 239,994 | 525,422 | 868,787 |
| Revenues | | | | |
| Tinctures | 451 | 6,208 | 14,918 | 26,064 |
| Ingestibles | - | 991 | 3,153 | 5,213 |
| Gross Revenue | 451 | 7,200 | 18,070 | 31,276 |
| Cost of Goods Sold | | | | |
| Biomass | 90 | 1,196 | 2,372 | 3,922 |
| Raw Materials | 36 | 497 | 1,193 | 2,085 |
| Labor (Direct) | 127 | 650 | 967 | 1,366 |
| Product Testing | 50 | 311 | 321 | 330 |
| Packaging & Supplies | 65 | 570 | 1,144 | 1,833 |
| Total COGS | 368 | 3,224 | 5,996 | 9,536 |
| Gross Profit | \$ 82 | \$ 3,976 | \$ 12,074 | \$ 21,740 |
| Gross Profit Margin | 18% | 55% | 67% | 70% |
| Operating Expenses | | | | |
| Licenses and Registration | 40 | 23 | 40 | 40 |
| Insurance | 5 | 9 | 9 | 9 |
| Legal Fees | 35 | 62 | 64 | 66 |
| Occupancy Expense | - | 105 | 108 | 115 |
| Equipment Leases | - | 140 | 240 | 240 |
| Equipment Maintenance | 3 | 25 | 36 | 51 |
| Software (Inventory Mgmt and Security) | 5 | 9 | 10 | 10 |
| Software | 5 | 9 | 10 | 10 |
| Utilities | 31 | 55 | 56 | 58 |
| Labor (Indirect) | 24 | 326 | 571 | 696 |
| Employee Taxes and Benefits | 7 | 98 | 171 | 209 |
| Total Operating Expenses | 155 | 861 | 1,315 | 1,502 |
| EBITDA | (73) | 3,115 | 10,759 | 20,237 |
| Other Income (expense) | | - | - | - |
| Depreciation and Amortization | (75) | (128) | (128) | (128) |
| Interest Income (expense) net | - | (29) | (49) | (49) |
| EBT | (148) | 2,958 | 10,582 | 20,060 |
| 280 E Federal Tax | 81 | 1,335 | 3,541 | 6,278 |
| City State Taxes (7%) | 8 | 237 | 689 | 1,606 |
| Net Income (loss) | \$ (238) | \$ 1,386 | \$ 6,351 | \$ 12,176 |

5.3 Statement of Cash Flow

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.

Cash Flow Statement
pro forma
(Dollars in Thousands)

| | 2023 | 2024 | 2025 | 2026 |
|---|-----------------|-----------------|-----------------|------------------|
| Cash flows from operating activities: | | | | |
| Net income (loss) | (238) | 1,386 | 6,351 | 12,176 |
| Adjustments to reconcile net loss to net cash provided by (used in) operating activities: | | | | |
| Depreciation and amortization | 75 | 128 | 128 | 128 |
| (Gain) loss on unused contracts | | | | |
| Other | | | | |
| Net cash provided by (used in) operating activities | (163) | 1,514 | 6,480 | 12,304 |
| Cash flows from financing activities: | | | | |
| Capital Contributions | - | - | - | - |
| Net cash provided by (used for) financing activities | - | - | - | - |
| Net increase (decrease) in cash and cash equivalents | (163) | 1,514 | 6,480 | 12,304 |
| Cash and cash equivalents, beginning of period | - | (163) | 1,352 | 7,831 |
| Cash and cash equivalents, end of period | <u>\$ (163)</u> | <u>\$ 1,352</u> | <u>\$ 7,831</u> | <u>\$ 20,136</u> |
| Supplemental disclosure of cash flow information: | | | | |
| Excise Taxes | 90 | 1,572 | 4,231 | 7,884 |
| Interest Paid | - | (29) | (49) | (49) |

Exhibit 6 - Tax Plan

Verification

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

Printed Name of Verifying Individual

Director_____
Title of Verifying Individual

Signature of Verifying Individual

2/20/2023_____
Verification Date

Redaction Declaration

The names, addresses, telephone numbers, dates of birth, social security numbers, and financial account amount and numbers are all protected from disclosure as personally identifiable information under federal law and the laws of the State of Alabama. *See* The Privacy Act of 1974, 5 U.S.C. § 552a; *see also* Alabama Data Breach Notification Act of 2018, Ala. Code (1975) § 8-38-1 *et seq.*

The trial and appellate courts in Alabama have similarly adopted rules that limit disclosure of such personally identifiable information in documents filed with the courts. *See* Ala. R. App. P. 56, *Redaction of Personal Identifiers in Documents filed with the Appellate Courts* and Ala. R. Civ. P. 5.1, *Privacy Protection for Court Filings*.

With regard to our security plan and building plans, the Alabama Public Records Law exempts from disclosure “. . . records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures . . . the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare . . .” Ala. Code § 36-12-40 (1975).

This tax plan demonstrates the Company's understanding of, and plans for compliance with, all applicable tax laws, including but not limited to providing all information required for purposes of the taxes levied by Chapter 2A of Title 20, Code of Alabama 1975 (as amended), and payment of the same. This document describes at a high level the obligations of taxes at the municipal, state and federal level. Operational details shall be provided in a set of policies and procedures.

Accounting and Controls

The Company will hire a Chief Financial Officer to review, develop and implement procedures and controls for accounting and tax compliance. The procedures set forth clear guidance and instruction on how to record the purchase, transfer, and sale of cannabis and cannabis products to achieve compliance with both state and federal laws. To ensure that all products have been properly accounted for state and federal taxation purposes, including provisions of 280E, and Chapter 2A of Title 20 AL.

The scope of this Exhibit defines how day-to-day accounting and tax compliance will be handled including general accounting, cash management, purchasing, inventory management, payroll processing, internal controls, to ensure compliant tax reporting and payment.

Applicable Rulemaking

The CFO will ensure that the company performs accounting functions in accordance with Generally Accepted Accounting Principles ("GAAP"). The CFO will also work in accordance with applicable rules, including, but not limited to:

- Alabama Code Title 40. Revenue and Taxation Sections:
 - 40-1-2(a),(c); 40-1-3;40-1-5 - General Provisions
 - 40-8-1(a), § 40-8-2 - Rate of Taxation
 - 40-11-4; Tax Payment Due Dates
 - 40-14A-23(b) - Alabama Business Privilege and Corporation Shares Tax Act of 1999
 - 40-17A-2 - Drugs and Controlled Substances Excise Tax
 - 40-18 - Income Taxes

- § 40-23-1, 2.1, 4, 7, 9, 26, 102 - Sales and Use Taxes
- Alabama Code Section 20-2A-52 -
 - Oversight of medical cannabis facility operations; inspections and audits of licensees; criminal background checks and
 - 20-2A-55(a)(6) - No Tax Delinquency
- Section 20-2A-80 - Tax on retail sales of medical cannabis; annual medical cannabis privilege tax
- United States Tax Code including:
 - USC Title 26 - Taxation (Federal)
 - 31 USC § 5311 - Bank Secrecy Act
 - 26 U.S. Code § 280E - Expenditures in connection with the illegal sale of drugs

Responsibilities

The Chief Financial Officer will have overall accountability for all components of this exhibit and applicable law. the CFO may delegate certain accounting functions to one or more internal Alabama certified accountants or a professional accounting firm who are collectively well versed in cannabis business accounting. The CFO is responsible for preparation and maintenance of accounts and periodic reports to ensure compliance with state, local and federal agency requirements. Additional accounting resources will support segregation of duties and provide additional checks and balances within the organization. Detailed procedures will be written to ensure consistent procedures and record accuracy. The CEO will establish a culture of quality and compliance and provide appropriate resources and incentives and ensure all staff are appropriately trained in transactional recordkeeping and reporting. The CEO is responsible to maintain and secure accurate records of all purchase, transfer, and sales of cannabis and cannabis products. They will oversee a rigorous auditing program, reconciliations, and a system of checks and balances to ensure the accuracy of all transaction records. The company may rely on external tax experts who will ensure that all reports are filed and taxes paid with municipal, state, and federal tax authorities in a timely manner.

The Licensee is responsible for ensuring that the facility and staff operate within

established procedures and daily activity records are complete and accurate. The Licensee will ensure compliance with all state and local laws and company procedures, policies, codes of conduct, and safety procedures. All sales and transfers are properly recorded and documented, including any required paperwork for cash transactions. The Compliance Director will ensure that all staff are trained on sales procedures, cash management, security, recordkeeping, inventory control, and other recordkeeping requirements to ensure accurate records.

Cash Management

The tracking of cash throughout the entire process is imperative to ensure compliance within the organization. Detailed procedures will be developed to support cash receipts, bank deposit slips, ACH transfers, cash disbursements, logging of check stock, verification of proper signatures, authorizations, payments and monthly bank reconciliations.

Tax Reporting and Payment

The company will engage with a Certified Public Accountant who specializes in cannabis business accounting and has expertise in IRS 280E tax code. This accountant will be responsible for overseeing and filing municipal, county, state and federal taxes including taxes for income, property, sales, payroll, and any other taxes or fees. The Licensee is ultimately responsible for making income tax payments.

Financial Recordkeeping and Auditing

The company shall maintain business records of assets and liabilities; monetary transactions; and journals, ledgers, and supporting documents, including agreements, checks, invoices, and vouchers, that the cannabis business keeps as its books of accounts for at least four years. The company may perform internal audits on a periodic basis. The Commission may request an audit of the financial records of a cannabis business by an independent certified public accountant approved by the Commission.

Procedures

1. The Company will seek to limit cash transactions and use traditional bank products,

checks, credit cards, etc. as much as possible; however traditional banking is often not available for cannabis transactions. The CFO will ensure all cash transactions are properly documented as to its source and purpose and recorded and any required IRS Tax forms are submitted.

2. The General Manager will ensure that all cash is double counted by machine within view of security cameras, which is recorded and stored pursuant to Security SOPs. The Security Manager will ensure that cash is handled in as safe, compliant, and accurate manner as possible.

3. All financial records will be maintained securely at our facility and made available to the Commission. Our records will include gross sales, gross proceeds, gross receipts, and other books to determine our tax liability.

Required Reporting

The CFO will ensure that all required reports and forms are filed for all financial transactions especially regarding any large cash transactions. The General Manager will ensure that all intake and sales transactions are reported daily through the state designated inventory control system. The CFO will ensure that any required sales reports and tax estimates are filed with the appropriate agency. The CFO will ensure that the business accounts for limitations on deductions for the purpose of compliance with 280E. Accurate allocation of expenses as Cost of Goods Sold vs. Operating Expenses, and additional knowledge of the 280E tax requirements, is a crucial aspect of the role. The CFO will periodically review reporting requirements to ensure compliance as new regulations are adopted.

Compliance with FinCEN

We will comply with guidance issued by the Financial Crimes Enforcement Network ("FinCEN"), and we will only work with vendors or financial institutions who also comply with the Bank Secrecy Act.

Compliance with 280E

The CFO will ensure that all federal tax records are kept in a manner compliant with all

applicable tax codes, specifically in compliance with Section 280E of the IRS Tax Code. IRS tax code 280E defines the deductions allowed for certain businesses including cannabis and restricts deductions solely to Cost of Goods Sold (COGS) and state and local taxes. The CFO will pay all taxes at the time and manner prescribed by the agencies and keep detailed records for sales totals, taxes due, taxes paid, transfers, and other data as necessary.

Tax Types:

The CFO will ensure that the Company pay any taxes as required by the city, state and federal governments. The CFO will ensure accurate reporting of all applicable sales and ensure tax is accrued and paid. The CFO will ensure that the Company and its principals are all current with all taxes in all jurisdictions and will regularly review tax obligations to ensure compliance and adequate allowances for regular tax payments.

Payroll Processing and Payroll Taxes

- Our outsourced payroll processor will track payroll, calculate withholdings, and make payments to ensure that all payroll taxes are paid as required.
- A tax on the gross proceeds of the retail sales of medical cannabis is nine percent of the gross proceeds of the sales.
- Our owned property and vehicles will be assessed, and we will pay annually a tax based on assessed property value. We will submit to a 6.5% income tax levied by the State and any further income taxes. At the request of the Department, we will provide an inventory as proof of income.
- Annual privilege tax per Section 4o.

Conclusion

The company understands and will comply with all applicable tax laws. We will accept any fairly regulated additional tax, penalty, or interest assessed upon us by the Department. We understand failure to comply with these rules could result in seizures and fines. Ala. Admin Code. r. 538-x-1-.02.

Exhibit 7 – Business Formation Documents

Verification

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

Printed Name of Verifying Individual

Director
Title of Verifying Individual

Signature of Verifying Individual

2/20/2023
Verification Date

Redaction Declaration

The names, addresses, telephone numbers, dates of birth, social security numbers, and financial account amount and numbers are all protected from disclosure as personally identifiable information under federal law and the laws of the State of Alabama. *See* The Privacy Act of 1974, 5 U.S.C. § 552a; *see also* Alabama Data Breach Notification Act of 2018, Ala. Code (1975) § 8-38-1 *et seq.*

The trial and appellate courts in Alabama have similarly adopted rules that limit disclosure of such personally identifiable information in documents filed with the courts. *See* Ala. R. App. P. 56, *Redaction of Personal Identifiers in Documents filed with the Appellate Courts* and Ala. R. Civ. P. 5.1, *Privacy Protection for Court Filings*.

With regard to our security plan and building plans, the Alabama Public Records Law exempts from disclosure “. . . records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures . . . the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare . . .” Ala. Code § 36-12-40 (1975).

7.1 Articles of Formation

The Articles of Formation for the applicant identified in 7.1 above is attached hereto and identified as “Articles of Formation – Green Acres Organic Farms, INC. Processing Facility –Attachment to Exhibit 7, Section 7.1”

7.2 Entity Name Reservation

The Entity Name Reservation for the applicant identified in 7.2 above is attached hereto and identified as “Entity Name Reservation – Green Acres Organic Farms, INC. Processing Facility – Attachment to Exhibit 7, Section 7.2”

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| Entity Name Reservation – Green Acres Organic Pharms, INC. Processing Facility – Attachment to Exhibit 7, Section 7.2 | 7 |

██████████
Secretary of State

██████████
Montgomery, AL 36103-5616

STATE OF ALABAMA

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

as appears on file and of record in this office, the pages hereto attached, contain a
true, accurate, and literal copy of the Articles of Formation filed on behalf of
Green Acres Organic Pharms Inc., as received and filed in the Office of the
Secretary of State on 09/30/2019.

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.



20221206000015994

12/06/2022

Date

██████████

██████████

Secretary of State

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF FORMATION

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.**

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):

Green Acres Organic Pharms 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)

[Redacted Name]

Florence, Alabama
35630

RECEIVED DATE
SEP 30 2019 ✓
SECRETARY OF STATE
OF ALABAMA

DB Corp Cert of Formation - 01/2019

page 1 of 3

Recorded In Above Book and Page
RLPY 2019 40981
09/25/2019 01:42:25 PM
Probate Judge
Lauderdale County, AL
Recording Fee 53.00
TOTAL 53.00

(For County Probate Office Use Only)

(For SOS Office Use Only)

Alabama
Sec. Of State
New Entity
588-544 D/C
Date 9/30/2019
Time 11:09
190930 5 Pg
File \$100.00
Ackn \$.00
Exp \$.00
Total \$100.00
07/013

RLPY 2019 40982

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF FORMATION

3. Street (**No PO Boxes**) address of principal office of the corporation: _____ Florence Alabama

35630

Mailing address of principal office (if different from street address) _____ Florence Alabama

35630

4. The name of the Registered Agent: _____

Street (**No PO Boxes**) address of Registered Agent: _____ Florence Alabama 35630

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

5. Purpose for which corporation is formed: the purpose of the corporation is to engage in any lawful activity

for which the corporation may be organized in Alabama; 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: 15,000,000 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) _____

Street (**No PO Boxes**) address of Incorporator(s): _____ Florence Alabama 35630

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

Attach a listing if more Incorporators need to be added.

9. Director's Name: Carmelo Anthony Parasiliti II

Street (**No PO Boxes**) address of Director: 4440 chisholm Road Florence Alabama 35630

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

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF FORMATION

RLPY 2019 40983

Director's Name: _____

Street (No PO Boxes) address of Director: _____

_____ 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 / 25 / 2019
Date (MM/DD/YYYY)

[Redacted Signature]

Signature as required by 10A-2-1.20

Typed Name of Above Signature

Chief Executive Officer
Typed Title/Capacity to Sign under 10A-2-1.20

RLPY 2019 40984

Secretary of State

Montgomery, AL 36103-5616

STATE OF ALABAMA

I, **[REDACTED]** 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:

Green Acres Organic Pharms Inc.

This name reservation is for the exclusive use of **[REDACTED]**
[REDACTED] Florence, AL 35630 for a period of one year beginning September 25, 2019 and expiring September 25, 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 25, 2019



RES855933

Date

[REDACTED]

Alabama
Sec. Of State

New Entity
588-544 D/C
Date 9/30/2019
Time 11:09
190930 5 Pg
File \$100.00
Ackn \$.00
Exp \$.00

Secretary of State

[REDACTED]

07/013

STATE OF ALABAMA
LAUDERDALE COUNTY

I, Will Motlow, Judge of Probate in and for the State and County aforesaid do hereby certify that the foregoing
is a true and correct copy of an instrument as shown of record in Vol. 2019 Page 40981 - 40984
Giver under my hand and official seal of office, this 25 day of September 2019

Judge of Probate

Exhibit 8 – Business License and Authorization of Local Authorities

Verification

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

Printed Name of Verifying Individual

Director
Title of Verifying Individual

Signature of Verifying Individual

12/27/2022
Verification Date

Redaction Declaration

The names, addresses, telephone numbers, dates of birth, social security numbers, and financial account amount and numbers are all protected from disclosure as personally identifiable information under federal law and the laws of the State of Alabama. *See* The Privacy Act of 1974, 5 U.S.C. § 552a; *see also* Alabama Data Breach Notification Act of 2018, Ala. Code (1975) § 8-38-1 *et seq.*

The trial and appellate courts in Alabama have similarly adopted rules that limit disclosure of such personally identifiable information in documents filed with the courts. *See* Ala. R. App. P. 56, *Redaction of Personal Identifiers in Documents filed with the Appellate Courts* and Ala. R. Civ. P. 5.1, *Privacy Protection for Court Filings*.

With regard to our security plan and building plans, the Alabama Public Records Law exempts from disclosure “. . . records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures . . . the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare . . .” Ala. Code § 36-12-40 (1975).

8.1 Certified Copies of the Applicant’s Business Licenses

The Certified Copies of the Business Licenses for the applicant identified in 8.1 above is attached hereto and identified as “Certified Copies of Business Licenses – Green Acres Organic Pharms Inc., Processing Facility – Attachment to Exhibit 8, Section 8.1”

8.2 – Ordinance of Approving Municipality

The Ordinance of the Approving Municipality of Florence, AL for the applicant identified in 8.2 above is attached hereto and identified as “Ordinance of Florence, AL – Green Acres Organic Pharms Inc., Processing Facility – Attachment to Exhibit 8, Section 8.2”

8.3 – Letters of Governing Authorities

The Letters of Governing Authorities of Florence, AL for the applicant identified in 8.3 above is attached hereto and identified as “Letters of Governing Authorities of Florence, AL – Green Acres Organic Pharms Inc., Processing Facility – Attachment to Exhibit 8, Section 8.3”

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Certified Copies of Business Licenses – Green Acres Organic Pharms Inc., Processing Facility – Attachment to Exhibit 8, Section 8.1

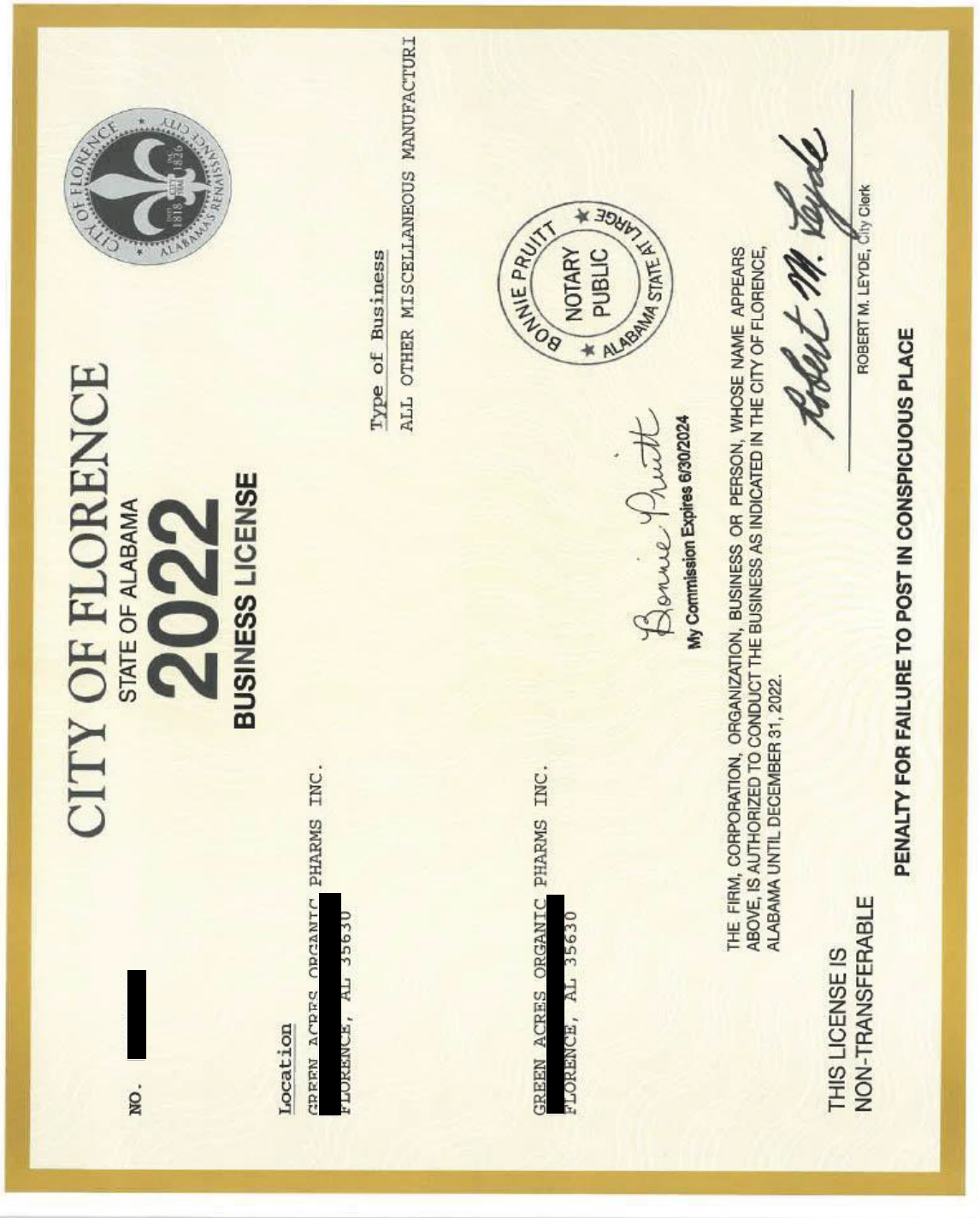


Exhibit 8 – Business License and Authorization of Local Authorities

STATE OF ALABAMA

LAUDERDALE COUNTY

CONTROL NO. 829758 LICENSE NO. [REDACTED]

ACCOUNT NO. [REDACTED] ISSUED TO:

GREEN ACRES ORGANIC PHARMS

[REDACTED]

FLORENCE, AL 35630

| DATE ISSUED | | |
|-------------|-----|------|
| 10 | 19 | 2021 |
| MO. | DAY | YR. |

| LICENSE YEAR | |
|------------------|--|
| 2021-2022 | |

| LICENSE TYPE | |
|----------------------|---|
| STORE LICENSE | |
| CHAIN STORE LICENSE | |
| OCCUPATIONAL LICENSE | X |

BUSINESS LOCATION:

[REDACTED]

FLORENCE, AL 35630

EXPIRES
September 30, 2022
RENEW IN OCTOBER

RL:
U15 - #829758 - T2 - P323281 - M3

| 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 | |
| | | | | | | | 0.00 | |
| | | | | | | | TOTAL | 39.75 |
| | | | | | | | MAIL FEE | 1.00 |
| | | | | | | | TOTAL WITH MAIL FEE | 40.75 |

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.

Kathleen D. Baxter
State Comptroller
Vernon Barnett
Commissioner of Revenue
RODNEY PERIUS

Name of Purchaser: _____
Issuing Authority: _____

GREEN ACRES ORGANIC PHARMS
[REDACTED]
FLORENCE, AL 35630

2022 - 2201317
10/19/2021 8:43:43 AM
U15 - #829758
T2 - P323281 - M3
PAYMENT INFO (323281)

CASH : \$0.00
CHECK : \$40.75 180
CC : \$0.00
CHANGE : \$0.00

TOTAL : \$40.75

DEPARTMENT OF AGRICULTURE AND INDUSTRIES



STATE OF

ALABAMA

HEMP PROCESSOR/HANDLER LICENSE 01_22-30022

THIS IS TO CERTIFY THAT:

GREEN ACRES ORGANIC PHARMS

Green Acres Organic Pharms

LAUDERDALE COUNTY

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

ISSUED AT MONTGOMERY ALABAMA ON 3/15/2022

THIS LICENSE EXPIRES ON 2/28/2023 UNLESS PREVIOUSLY VOIDED/REVOKED.

Gail M. Ellis
Hemp Program Manager

Rick Pate
Commissioner of Agriculture and Industries

Ordinance of Florence, AL – Green Acres Organic Pharms Inc., Processing Facility –
Attachment to Exhibit 8, Section 8.2

Sponsor: Musgrove

ORDINANCE NO. 2023-3

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that a holder of a license granted by the State of Alabama pursuant to Chapter 2A of Title 20 of the CODE OF ALABAMA 1975, as amended, is hereby authorized to operate a medical cannabis cultivating site, medical cannabis processing site, medical cannabis secure transport business, and/or medical cannabis state testing laboratory within the corporate limits of the City of Florence, subject to the provisions of said Chapter 2A and any relevant provisions of the Code of Florence, Alabama, including but not limited to the City's zoning regulations.

BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the City Clerk/Treasurer is hereby authorized and directed to publish this ordinance in the *TimesDaily*, and that this ordinance shall go into effect upon its publication as provided by law.

ADOPTED this 20TH day of DECEMBER, 2022.



[Signature]
[Signature]
Bill Dyer
Micahle Pope Furrant
[Signature]
[Signature]
CITY COUNCIL

APPROVED this 20TH day of DECEMBER, 2022.

[Signature]
MAYOR

ADOPTED & APPROVED this 20TH day of DECEMBER, 2022.

Robert M. Lyde
CITY CLERK - TREASURER

Sponsor: Musgrove

ORDINANCE NO. 2023-2

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that pursuant to Section 20-2A-51 of the CODE OF ALABAMA 1975, as amended, a holder of a license granted by the State of Alabama pursuant to Chapter 2A of Title 20 of the CODE OF ALABAMA, 1975, as amended, is hereby authorized to operate a medical cannabis dispensing site or sites within the corporate limits of the City of Florence, subject to the provisions of said Chapter 2A and any relevant provisions of the Code of Florence, Alabama, including but not limited to the City's zoning regulations.

BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the City Clerk/Treasurer is hereby authorized and directed to publish this ordinance in the *TimesDaily*, and that this ordinance shall go into effect upon its publication as provided by law.

ADOPTED this 1ST day of NOVEMBER, 2022.



[Signature]
[Signature]
[Signature]
Michelle Pope Eubank
[Signature]
[Signature]
CITY COUNCIL

APPROVED this 1ST day of NOVEMBER, 2022.

[Signature]
MAYOR

ADOPTED & APPROVED this 1ST day of NOVEMBER, 2022.

[Signature]
CITY CLERK

Letters of Governing Authorities of Florence, AL – Green Acres Organic Pharms Inc.,
Processing Facility – Attachment to Exhibit 8, Section 8.3



CITY OF FLORENCE, ALABAMA

Office of the City Clerk

12/7/2022

Re: Green Acres Organic Pharms Inc.

[REDACTED]
Florence, AL 35630

To Whom It May Concern,

This is to inform the AMCC that the aforementioned entity has a current business license and is operational within the city limits of Florence, Alabama. To date, the entity has complied with all city regulations and is operating in accordance with any by-laws so established. Should you have any further questions please feel free to reach out. You can contact me at the number below or at the following email address: cfaust@florenceal.org.

Regards,

Chris Faust
License Inspector
City of Florence
256-760-6681

CC: Robert Leyde – City Clerk

Exhibit 9 – Business Plan

Verification

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

Printed Name of Verifying Individual

Director
Title of Verifying Individual

Signature of Verifying Individual

12/30/2022
Verification Date

Redaction Declaration

The names, addresses, telephone numbers, dates of birth, social security numbers, and financial account amount and numbers are all protected from disclosure as personally identifiable information under federal law and the laws of the State of Alabama. *See* The Privacy Act of 1974, 5 U.S.C. § 552a; *see also* Alabama Data Breach Notification Act of 2018, Ala. Code (1975) § 8-38-1 *et seq.*

The trial and appellate courts in Alabama have similarly adopted rules that limit disclosure of such personally identifiable information in documents filed with the courts. *See* Ala. R. App. P. 56, *Redaction of Personal Identifiers in Documents filed with the Appellate Courts* and Ala. R. Civ. P. 5.1, *Privacy Protection for Court Filings*.

With regard to our security plan and building plans, the Alabama Public Records Law exempts from disclosure “. . . records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures . . . the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare . . .” Ala. Code § 36-12-40 (1975).

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9.1 Business Structure

Green Acres is an Alabama C-Corporation that was formed September 25th, 2019. As a C-Corp the company is formed and governed in accordance with Article XII of the Alabama Constitution., Title 10A of the Alabama Code, and the Alabama Business and Nonprofit Entity Code.

The company's plan for adherence to corporate conventions is to assign responsibilities to the company's legal counsel.

The company has obtained and will maintain:

- Certificate of Name Reservation
- Articles of Incorporation which have been filed with the Alabama secretary of state (ASOS) (Ala. Code § 10A-2A-2.01).
- Bylaws and Operating Agreement
- Corporate Actions

9.2 Business Goals and Plan

It is the company's goal to be the State's premier provider of cannabis products, particularly tinctures and gel cubes, and provide them to patients at an affordable price. We will leverage our existing operations and know-how in the hemp processing, along with our engineering expertise to quickly come to market with a scalable and highly efficient manufacturing process.

Focus on Patient Accessibility

Our team has a strong desire to make the highest quality medical cannabis products accessible to all Alabama patients - not only those who can afford it. Manufacturing and testing high quality cannabis medicine within a regulated market is expensive, so we expect quality tinctures in the marketplace could cost well over \$100 per unit. We want patients to acquire products that are tested, safe, and legal. We also believe strongly in the medicine, but if product prices are too high, patients may be locked out entirely, or will resort to buying on the black market - which is not only illegal, but potentially unsafe. We will

accomplish affordability while maintaining the highest quality standards, and potentially have even greater quality than our peers, by limiting number of product sku's, implementing highly efficient workflow processes, rely on manufacturing methods like FFE instead of more expensive - and more dangerous - CO2 extraction, and relying on the knowledge and skills that we gained from the hemp extraction market.

Market Share Goals

The state is expected to initially license 4 individual processing facilities, plus 5 additional processing facilities associated with vertically integrated licenses. As one of these 9, the company's goal is to achieve a minimum of 15% market share of processed cannabis products and sell those products wholesale to dispensaries across the state.

Estimates suggest that the Alabama cannabis market will generate \$80 million-\$90 million in sales in its first year once it gets going and \$450 million-\$545 million in annual sales by its fourth year. (Per MJ Biz Daily). Based on a study by Akerna, Alabama is projected to retail around \$48 million in its first full year of medical sales, about \$163 million in the second year, and approximately \$387 million in the third year

The company's product goals are presented in Phases. We estimate that Phases I and II will occur within the first three years, and the following phases will occur during years four and later. Some aspects of our plan are dependent on anticipated future regulatory changes. We make a base case assumption that Alabama will expand the types of products available to sell to the state market by year three. We also assume that federal legalization will occur by year five. However, our business also considers scenario analysis that ranges from full legalization within two years, to status quo for as long as ten years.

9.2.1 Three Year Plan

Phase I – Startup and Development. For the first months after license award, the processing company will be focused on launching operations, onboarding and training, procuring cannabis supply, and developing and testing its formulations. Products developed during this phase will focus on extractions for oral use and topical creams and lotions. The

company will undergo substantial process validation testing to ensure product homogeneity and stability, process quality, and ensure supply chain logistics are well determined. We expect this phase to be 6 months to one year depending on availability of supply, patient growth rate, and product demand from the state's dispensaries. Product development and production during this phase will be limited to tinctures and gel cubes.

Phase II – Product Line Expansion. Once the company has completed its process and stability validations, formulations have been completed and batches are highly consistent, the company will expand its product line to meet demand.

The company intends to partner with respected providers of medical cannabis products from Colorado and California, such as Mary's Medicinals, to license technology for unique products and difficult to formulate products such as topical patches.

We also expect to increase our patient education and outreach efforts. We expect this phase will begin 12 - 18 months after commercial operation and last 1-2 years.

9.2.2 Five Year Plan

Phase III – Growth Phase. Once the company has fully established and proven its formulations, supply chain, and has achieved stable raw product supply, the company will enter a growth phase. Additional focus will be placed on sales, product marketing, Outsourced or part time functions such as legal and security may be brought in-house to support company growth. It is only later in our company's development that we expect to produce niche products such as suppositories and aerosol inhalers. While we are committed to ensuring patients have product choice, data shows that these types of delivery mechanisms have low demand, and may be costly to develop, manage. To achieve our goal of making products accessible by patients of all income ranges, we will ensure that our product mix allows us to provide cost effective products to the patients of Alabama.

Phase IV – Potential Legalization. There is a likelihood that in the coming years, the Federal regulatory landscape may change. This could lead to Alabama allowing for the production

of a broader array of products, and there may be an opportunity to sell products outside of Alabama at that time.

9.3 Organizational Chart

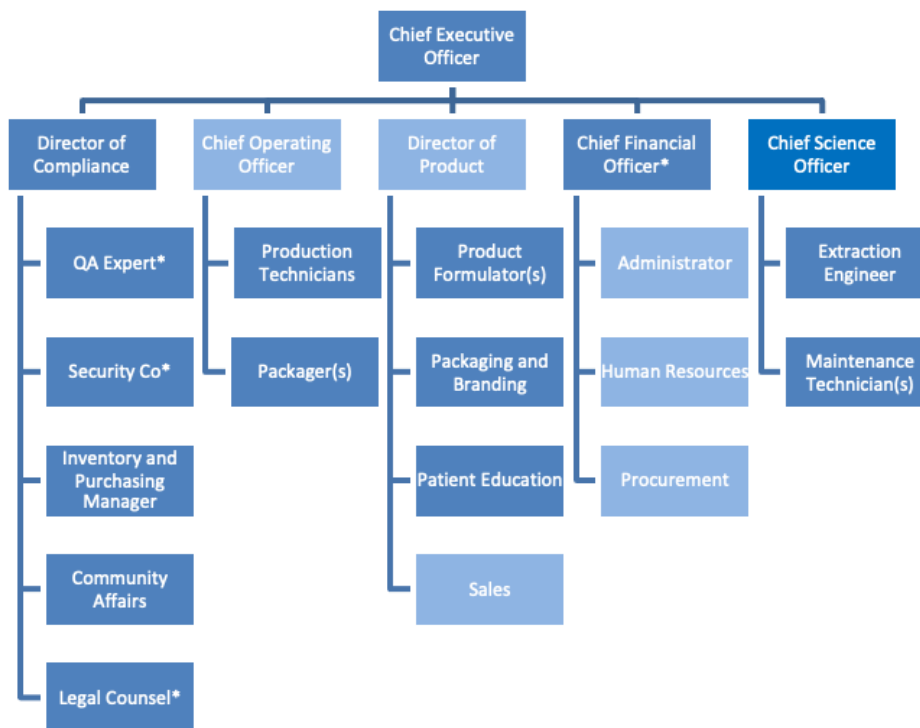
The diagram below visually conveys the Applicant's internal structure by detailing the roles, responsibilities, and relationships between individuals within the company.

The company will initially have three departments: compliance, production, and marketing.

The compliance department will include personnel to ensure compliance operations, including QA/QC, Security, Inventory Management, six managerial personnel. As the number of patients in the state grows, additional support staff will be hired to meet demand. The organizational chart of the facility is as follows:

Departments and Roles of the Company

Phase 1, Phase-2+



*During phase 1, these roles will be outsourced to expert consultants as described below.

Staffing Plan:

9.4 Job Descriptions – Managerial

9.4.1 Chief Executive Officer

| | | | |
|---|-------------------------|-----------------|--|
| Job Title: | Chief Executive Officer | Job Category: | Exempt |
| Direct Supervisor: | • | Direct Reports: | COO, CFO, CSO, Director of Compliance, Director of Product |
| JOB DESCRIPTION | | | |
| <p>The CEO is responsible for leading the processor team, overseeing all departments, and managing compliance, P&L, product decisions, and day-to-day operations for the facility. This includes ensuring employee and product safety, financial compliance, and inventory control in accordance with regulatory requirements. The CEO will lead employees to provide high quality products, assist customers and suppliers, and ensure smooth and compliant operations. Key responsibilities include driving a positive culture of employee engagement, developing and executing service and quality standards, managing inventory, cash controls, and financial reporting, recruiting and hiring senior team members, training and scheduling staff, managing performance reviews, staying informed about product trends, maintaining open communication with stakeholders, promoting continuous improvement, hiring and retaining experts, enforcing company standards, and participating in professional development opportunities.</p> <p>Qualifications include:</p> <ul style="list-style-type: none"> ● Experience leading a cannabis or hemp processing facility, ● 5 years of management experience, proficiency in high volume retail with P&L accountability, ● Experience formulating and bringing to market regulated products, ● Ability to create a customer-focused culture, experience leading a team, ability to manage multiple projects and meet deadlines, ● Strong interpersonal skills, attention to detail, ● Ability to work in a fast-paced environment, | | | |

- Must maintain an active state identification card and pass state and federal background checks.
- Advanced degree is desirable.

9.4.2 Chief Operating Officer

| | | | |
|--------------------|-------------------------|-----------------|---|
| Job Title: | Chief Operating Officer | Job Category: | Exempt – Full Time |
| Direct Supervisor: | ● | Direct Reports: | Production, Packaging and Maintenance Leads |

JOB DESCRIPTION

The CEO is responsible for leading the day to day production operations at the GMP processing facility. This includes oversight of extractions, product production packaging. The COO is responsible for product quality, processing controls and throughput efficiency.

Along with the leadership qualities that the role entails, you will also be leading employees to provide the best quality products and assist customers and suppliers to ensure smooth and compliant operations.

RESPONSIBILITIES AND DUTIES:

- Drive a culture of positive employee engagement with a strong focus on quality, compliance, and ethics. Maintain and enforce production SOPs and GMPs.
- Develop, coach, and execute excellent service and quality standards and ensure consistent execution of these steps.
- Conduct regular staff meetings to motivate employees and keep them abreast of any current rules, regulations and laws that pertain to their day-to-day duties.
- Take ownership of the facility and ensure it is operating efficiently and profitably.
- Work with the compliance director to actively manage inventory, recalls.

- Effectively manage production costs.
- Recruit and hire laboratory team members.
- Ensure staff are trained and scheduled, perform performance reviews.
- Ensure the operations of the processor run in a smooth and professional fashion.
- Ensure excellent facilities are maintained, conducive to safety and quality.
- Work with the Compliance Director and legal counsel to meet or exceed all regulatory requirements.
- Maintain open lines of communication with employees, regulators, customers, patients, and vendors.
- Promote open feedback from all team members and address any concerns immediately.
- Implement a culture of continuous improvement
- Additional duties as required for proper operations.

QUALIFICATIONS:

- Experience leading a pharmaceutical, cannabis or hemp processing facility required.
- Experience in leading a team is a must.
- Must be able to manage multiple projects, set priorities, and meet deadlines
- Experience frequently interacting with stakeholders addressing issues, questions, and suggestions.
- Detail oriented with an eye on process optimization.
- Advanced degree in Chemistry or Chemical Engineering desirable.

9.4.3 Chief Financial Officer

| | | | |
|---|-------------------------|-----------------|---|
| Job Title: | Chief Financial Officer | Job Category: | Exempt – Full Time |
| Direct Supervisor: | CEO | Direct Reports: | Accountant, Procurement, Admin, Human Resources |
| JOB DESCRIPTION | | | |
| <p>The CFO will be responsible for overseeing the company’s financial functions including accounting, preparing consolidated financial statements, implementing effective accounting policies and procedure controls to assist the company in meeting their financial growth goals. Responsibilities include managing and structuring the accounting and inventory departments through all phases of accounting and inventory management, working directly with the CEO to implement company strategy, assess growth budgets, and ensure accurate financial reports are generated across all the company's interests.</p> <p>Responsibilities:</p> <ul style="list-style-type: none"> ● Enhance, implement, and enforce policies, procedures and controls ● Provide timely and accurate analysis of budgets, financial reports and trends ● Participate in the development of Company’s strategic plans and ● Evaluate and advise on the financial impact of long-range plan ● Provide strategic financial input and leadership on decision-making issues affecting Company (i.e., pursuit of additional licenses, potential alliances, M&A) ● Lead investor relations & shareholder communications functions ● Oversee accounting and accounts payable, Legal, HR functions ● Understanding of manufacturing operations ● Manage assets and annual CAPEX allocations ● Provide data, reporting, and support for investor relations initiatives <p>Desired Qualifications:</p> <ul style="list-style-type: none"> ● Degree in Accounting, with public accounting or highly regulated public company experience. US GAAP and IRS 280E ● CPA or master’s degree preferred. Cannabis industry, IRS 280E, AML/KYC | | | |

9.4.4 Chief Science Officer

| | | | |
|--|-----------------------|-----------------|------------------------------------|
| Job Title: | Chief Science Officer | Job Category: | Exempt – Full Time |
| Direct Supervisor: | CEO | Direct Reports: | Extraction, Maintenance, Packaging |
| JOB DESCRIPTION | | | |
| <p>The CSO will be responsible for overseeing the company’s technologies and production floor including formulations, processes, methods, equipment, and the teams that produce products.</p> <p>Responsibilities:</p> <ul style="list-style-type: none"> ● Run day to day Manufacturing operations and oversee entire production facility ● Implement a quality program to follow cGMP/ISO guidelines and enforce compliance, safety, and health regulations. ● Design and develop manufacturing processes ● Efficiently Scale production through continuous improvement ● Launch multiple brands in various formats including extractions, topicals, tinctures and edibles. ● Development and implementation of all OSHA and State safety protocols ● Design and scale up of new extraction and refinement methodologies ● Develop processes to extract, separate, and refine cannabinoids and terpenes ● Optimize distillation processes to consistently produce desired potencies. ● Analyze, interpret test results and manage test processes ● Work with CFO and CEO to model costs of all production ● Maintain and develop standard operating procedures ● Design new R&D experiments to find innovative separation processes ● Design new equipment to expand on and optimize current industry processes ● Ensure equipment is optionally procured and maintained. Track and optimize system uptimes. | | | |

- Advanced degree in Chemistry, Chemical Engineering or Industrial Engineering
- Experience operating extraction labs and managing operator teams.

9.4.5 Director of Compliance

| | | | |
|--------------------|------------------------|-----------------|-------------------------------------|
| Job Title: | Director of Compliance | Job Category: | Exempt Full time |
| Direct Supervisor: | CEO | Direct Reports: | Security, Inventory, QA, Tegulatory |

JOB DESCRIPTION

The Compliance Manager is responsible for ensuring that our facilities and operations remain compliant with state and local regulations. A successful candidate has the ability to interpret and apply compliance requirements for various departments with previous experience monitoring, investigating, and resolving inventory and QA discrepancies.

CORE JOB DUTIES

Compliance:

Overall responsibility for ensuring the company and all employees are working in compliance with applicable rules, laws and company policies

Hire, train and manage compliance staff including Inventory Managers

Work with Quality Assurance vendors

Host inspections with state and local regulatory and law enforcement agencies

Collect, audit, and file required operational logs from all departments (warehouse ops, transportation, finance, security, HR) to ensure compliance

Oversees and ensures the accuracy of all incoming and outgoing transfer and signed manifests

Oversee inventory reconciliations of Track & Trace System

Conduct routine compliance audits (monthly category & quarterly full facility audits)

General compliance support and guidance as needed

Additional roles and responsibilities as assigned

Inventory:

Supervise preparation and filing of product, inventory, and transportation reports

Ensure inventory cycles counts are completed on a timely basis and investigate/ resolve any significant inventory discrepancies

Analyze seed to sale tracking reconciliation reports and file required discrepancy reports with state authorities when applicable

Required Experience and Skills:

- Bachelor's Degree in Compliance, Legal, Ethics or Quality Control or similar field preferred
- Minimum of 3 years of compliance experience, ideally in the regulated cannabis industry or another regulated industry, such as alcohol, tobacco, or manufacturing
- Must have the ability to develop and foster strong working relationships throughout all levels of the organization
- Demonstrated problem-solving skills; the ability to either predict and / or identify and drive problem/issue to resolution in partnership with stakeholders
- Excellent people and communication skills (verbal and written), with ability to successfully explain complex matters and provide persuasive support for positions with internal stakeholders, outside partners, and to communicate with all levels of the organization
- Ability to successfully manage a high-volume workload with tight deadlines
- Detail-oriented and ability to adapt to changing demands and priorities
- Capable of handling confidential information discreetly and professionally
- Proficient in Microsoft Office Word, Excel and PowerPoint
- Working knowledge or ability to develop working knowledge of all Illinois regulations
- Must comply with all legal or company regulations for working in the industry

9.4.6 Director of Product

| | | | |
|---|---------------------|-----------------|--|
| Job Title: | Director of Product | Job Category: | Exempt – Full time |
| Direct Supervisor: | CEO | Direct Reports: | Product packaging, marketing, design, consumer education |
| JOB DESCRIPTION | | | |
| <p>Roles and Responsibilities:</p> <ul style="list-style-type: none"> • Responsible for the Product positioning, pricing, packaging strategy and marketing and advertising strategy. • Lead the development and management of unique and exceptional products for the company. • Create and maintain product development plan and budget • Execute the full scope of marketing and consumer education including packaging and labeling from strategy, vendor meetings, event management, budgeting, recommendations to Executives, creating content, analyzing data and informing retail teams. • Lead the development of marketing and merchandising systems and plans that differentiate the Company from the competition. • Lead, guide and train employees performing related work. • Negotiate within budgetary limitations and scope of authority • Excellent verbal and written communicator • Excellent problem solver and solution-based thinker • Bachelor's Degree in Marketing, Business Administration, Communications or a related field. | | | |

9.5 Job Descriptions - Non-Managerial

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

9.5.1 Inventory Associate:

The Inventory Associate is responsible for the day-to-day inventory management for the facility, ensuring proper inventory levels are maintained at all times.

The position is responsible for inventory cycle counting, verification of required documentation and product counts for intake by conducting daily audits of inventory, tracking and distribution of product. Responsibilities also include accounting and reporting inventory surplus, product returns, waste, damages, ensuring strict compliance with company policies and procedures.

The Inventory Associate position is responsible for the direct oversight of all inventory cycle counting, verification of required documentation and product counts for intake by conducting daily audits of inventory, tracking and distribution of product. Responsibilities also include accounting and reporting inventory surplus, product returns, waste, damages, ensuring strict compliance with company policies and procedures. This role also manages the menu for the location, focusing on the most accurate and up to date information to be provided to our patients.

This role requires significant attention to detail, as there are multiple different batch numbers per product that have to be sorted through and counted.

9.5.2 Maintenance Technician

This position will provide general maintenance and mechanical support to the extraction lab. The technician will have hands-on responsibility for safe and efficient maintenance of the facility and general laboratory equipment, will be able to troubleshoot and resolve problems, as well as providing assistance with special projects.

Essential functions include:

- Work with management to facilitate, repair or replace faulty building systems.
- Inspect and diagnose general maintenance problems and determine the best way to correct them.
- Perform routine preventative maintenance to ensure that equipment in the building continues to run smoothly.
- Assemble, set up or relocate machinery, equipment or office furniture.
- Provide general upkeep of buildings and properties and keep detailed records of their work.

Requirements include

- High School Diploma.
- One year experience repairing mechanical equipment in a science, hospital or laboratory setting.
- One year experience repairing gas tanks/lines, including troubleshooting and fixing leaks.
- Knowledge of large-scale extraction systems
- Ability to troubleshoot, repair or work on misc. lab equipment such as, but not limited to: refrigerators, vortexers, multi-vortexers, stirred/hotplates, nitrogen evaporators, heat blocks, PH meters, centrifuges, uninterruptable power supplies , air purifiers, nitrogen generators, air compressors, chemical fume hoods, incubators, autoclaves, balances, LPS power supplies, Thermo Cyclers, temperature verification probes, digital vortex mixers, spin plate spinners, ovens and other similar laboratory equipment

9.5.3 Extraction Production Specialist

Oversees staffing, training, cross-training and scheduling for all shifts to meet production requirements.

- Coordinates with management to meet production requirements.
- Organize spare parts and evaluate inventory levels.
- Contributes to SOPs, training programs, and evaluation schedules for all extraction employees.

- Drives increased yields and operational efficiencies.
- Oversees and ensures that all aspects of extraction meet quality standards and follow Good Manufacturing Practices (GMP).
- Ensures that extraction buildings and equipment are maintained to meet health standards and product quality.
- Oversees and ensures that data is gathered, logged and maintained as required.
- Plans production for most efficient use of personnel and equipment.
- Collaborate on engineering needs throughout the complex.
- Evaluation and advisement on computer control systems.
- Coordinates production and compliance projects.
- Maintains a safe working environment and is a member of the Safety Team.

Qualifications:

- Bachelor's Degree is required, preferably in Food Sciences, Food Engineering, Mechanical or Industrial Engineering or another relevant field.
- Excellent verbal, written, communication and problem-solving skills.
- Proficiency in PC based applications and an analytical aptitude.
- Excellent organizational and administrative skills, including time management, multi-tasking and project management.

9.5.4 Marketing Specialist

The marketing specialist will maintain marketing materials and content and conduct market research to find answers about patient requirements, habits and trends

- Assist in outbound or inbound marketing activities by demonstrating expertise in various areas (content development and optimization, events planning etc.)
- Liaise with external vendors to execute events and educational campaigns
- Responsible for community relations. Plan and execute community health initiatives
- Assist in analyzing marketing data
- Undertake individual tasks of a marketing plan as assigned
- Requirements and skills:

- Proven experience as marketing specialist or similar role
- Thorough understanding of marketing elements (including traditional and digital marketing) and market research methods
- Demonstrable experience in marketing data analytics and tools
- Solid computer skills, including MS Office, marketing software (Adobe Creative Suite & CRM) and applications
- Knowledge of HTML, CSS and web development tools (e.g. Dreamweaver) desired
- Well-organized and detail oriented
- Exceptional communication and writing skills
- Commercial awareness partnered with a creative mind
- BSc/BA in marketing, communications or equivalent

9.5.5 Packaging Specialist

A packaging specialist has a wide range of responsibilities, which can include:

- Reviewing product labels for accuracy, including ingredient lists, weights, measures, sizes, prices, and other pertinent information
- Packaging products in boxes, barrels, crates, or other containers
- Recording shipping information such as the date and time of shipment, shipping company contact information, tracking numbers, and insurance information
- Installing labels on bottles, cans, boxes, or other containers
- Filling orders by opening boxes or crates and arranging items inside them according to size, shape, or other specifications
- Inspecting packages for damage to ensure that they are safe for use
- Communicating with stakeholders to discuss packaging design requirements and shipping schedules

9.6 Executive Summary

Mission Statement

The Company's mission is to provide all natural, high quality, affordable medical cannabis products for patients in Alabama at an accessible cost.

Leadership Background and Qualifications

██████████ began researching extraction methods and technologies when the Farm Bill was passed in 2018. He founded Green Acres Organic Pharms, Inc. in September 2019 to produce hemp derived CBD tinctures and related products. Mr. ██████████ founded the company because he is deeply passionate about the therapeutic benefits that cannabis medicines provide. His desire to improve access to cannabis products for patients is specifically rooted from personal experience with family members who suffered from terminal illnesses. Mr ██████████ found the quality of CBD products available on the market was very low, the products were untested or not fully tested, (many didn't even contain measurable amounts of CBD), many were made of unnatural ingredients, and they were very expensive. With the introduction of the Farm Bill, ██████████ decided to take his knowledge of industrial operations and launched a hemp processing business.

Shoals Business Incubator

██████████ presented a business plan to Shoals Business Incubator President ██████████ and was invited to participate in the program and move the business into the 2,000 square foot space in October 2019. The incubator is funded through both federal and state funds to support new businesses in the region.

The incubator provides an ideal location for an industrial business startup as it is surrounded by entrepreneurs and offers access to business resources and is designed specifically for companies seeking to innovate their business processes.

Investment and Growth

To further fund the equipment and staff he needed to launch the business, with the support of his wife, ██████████ sold his house, cashed in his 401K, and invested over \$300,000 of his

own money into the extraction lab. Despite supply chain disruptions caused by COVID-19 pandemic, within months, completed the facility buildout, obtained its hemp processing license with the Alabama Department of Agriculture and Industries in February 2020 and began operations.

Shoals Lift Off Start Up Award

In early 2021, Green Acres' business plan was entered into the Shoals Lift Off business plan competition and was awarded \$20,000. The competition was a multistage competition judged by business professionals and Professors from The University of North Alabama

CEO

As described in more detail in Exhibit 19 - Leadership Credentials, Mr. [REDACTED] is a Florence, AL native, and the third-generation operator and heir to Imperial Casting Co. Inc., one of the few remaining foundries in the United States. [REDACTED] started working in the business as a teen, initially as a janitor, 2005, to iron pourer/operator, QA/QC Inspector, Metallurgical chemistry analyst during 2010's, Environmental Safety and Health Director in 2015, and ultimately Plant Manager Plant Manager in 2018. As plant manager and heir apparent to take over the facility, he led teams of over 30 equipment operators on four different operational lines and multiple departments. His responsibilities included hiring, training, firing, discipline, and overseeing safety training and compliance, PPE enforcement, water and air sampling and testing, drug testing, equipment maintenance, and OSHA compliance. Mr. [REDACTED] operated the plant while attending business classes at University of North Alabama.

Mr. [REDACTED] established a reputation for being an excellent leader while upholding high standards of safety, compliance, and production rules. Safety and compliance cannot be overstated in a foundry - which can be an extremely hazardous work environment if personnel are not properly trained or equipped.

[REDACTED] launched Green Acres Organic Pharms, attained a Hemp Processor license, won a business plan competition, hired staff, designed and built the facility, all part time. When

the hemp tincture business started getting traction, he left the family business in September 2021 to work for Green Acres full time.

Green Acres is a member of Sweet Grown Alabama, a non-profit foundation that enhances marketing opportunities for Alabama farmers by connecting retailers and consumers to Alabama grown foods and other agricultural products. The program invites farmers, product makers, restaurants, retailers and others to join the program and use the Sweet Grown Alabama logo on their products.

What sets ██████ apart as a business leader in the cannabis manufacturing space is not only his more than 15 years' experience as an industrial business operator, his outstanding dedication to and passion for cannabis medicine, as evidenced by the sacrifices he made to build and grow his business to where it is today.

Business Style and Philosophy

Mr. ██████ has been an avid supporter of CBD in Alabama since 2018 and has developed relationships with hemp producers throughout the state. He supplies products to individuals, doctors, pharmacies, wholesalers, . His business style and philosophy is simple. Provide a high-quality product at a cost that is affordable. Many of the products available on the marketplace today are low quality and very expensive. While clearly the cost of processing medical cannabis will increase substantially, it is still his goal to provide straightforward product using the most efficient processing technologies and minimal ingredients

Other Key Personnel

As described in detail in Exhibit X - Leadership, the company has a team of engineers that will lead the business through opening and at least the first year of operations. These include a Chemical Engineer who currently works for Blue Origin, and previously NASA, who has applied his knowledge of fluid dynamics and rocketry to customize and optimize the company's extraction system. An Environmental Engineer who has three years' experience working on a Hemp farm in Colorado, and a Mechanical Engineer and cannabis

industry executive with 30 years total experience, including as engineer, consultant for Ernst & Young, IBM and Financial Times Group, and serial entrepreneur who launched multiple businesses. She also has nearly 10 years' experience launching and operating cannabis businesses in multiple states and Canada including testing labs, dispensaries, cultivation facilities, processing facilities.

Business Location

Upon award of license, a new 5,000 square foot extraction facility will be built at the vacant site adjacent to Imperial Casting at [REDACTED] Florence, AL. Company personnel have already had several meetings with city officials to verify the appropriate zoning and suitability of the site, although formal approval is set to occur in future council meetings. Florence just passed its ordinance allowing cannabis dispensaries on November 1st , and processing facilities on December 20th , the company anticipates receiving zoning approval during Q1 2023.

Upon completion of buildout, the company will move and repurpose its extraction equipment currently housed at the Shoals Incubator at [REDACTED] to the new location.

9.7 Products and Services

9.7.1 Cannabis Tinctures

The company has over than three years' experience producing and supplying tinctures and soft gels from hemp-derived cannabis under the Farm bill. Customers across Alabama, (including the state's own governor), have tried the company's tested tinctures. The company's specialty is providing naturally flavored, full spectrum oils that contain just two ingredients: hemp extract and organic MCT oil. MCT oil is a stable, neutral tasting, natural oil that comes from coconuts. The company is proud to take extra steps to list all

ingredients and nutrition information on its tinctures, in addition to information regarding cannabinoid dosage.

The company has spent years perfecting its extraction methods and processes, and is particularly proud that it contains no preservatives, colors, flavors, or artificially introduced terpenes.



Sample Certificate of Analysis of a company’s hemp-based CBD tincture provides examples of the cannabinoids present in the company’s full spectrum hemp oil, as it contains CBD, CBDA, CBC, CBG and THCV. When the company begins processing cannabis oils, it will take the same care to select strains that provide a full spectrum of cannabinoids that have been studied to offer benefits that exceed that of isolated cannabinoid products.

The company is prepared to begin manufacturing THC containing products following similar processes and methods immediately upon receipt of operation approval, acquisition of cannabis supply, production and test.

The company will evaluate shelf life and perform stability studies to determine if additional ingredients are required to ensure a shelf life of up to one year. The tinctures are provided

in child resistant, amber glass vials to optimize safety and stability. Droppers provide for precise dosing.

Tinctures with a variety of varying potencies, will vary by demand. Tinctures have medical marijuana extract diluted and infused with a carrier oil for ingestion. Carrier oil can be Organic MCT oil derived from coconuts or Organic Avocado oil. Carrier oils can vary based on the patient.

Description: Full spectrum cannabis tincture in 100ml and 400 ml sizes of various doses of THC, derived from various strains, or a blend of strains, as they become available. d9THC per bottle is not to exceed 3 g.

Product Lifespan: Initially, the shelf life of the products is 60 days when refrigerated. Further stability studies, and potential introduction of stabilizers may increase the shelf life to one year.

Benefits to Consumers: Cannabis tinctures provide patients with easy to consume, easy to swallow, and absorbs quickly via the oral mucosa. The neutral flavor makes it appropriate for consuming directly or adding to food or beverages. The dropper provides easy dosage instructions.

Patents/Proprietary Technology: Green Acres engineering team has developed a proprietary library of formulations and procedures for processing hemp, which the company believes will form the basis of medical cannabis formulations.



885 Walnut St. Suite B
Macon, GA 31201
License #: PHS001078

Certificate of Analysis

Reported: July 15, 2020

Product Name: 1500mg Tincture **Matrix:** Tincture
Sample Size: 4 oz **Received:** 07/06/2020
Sample ID: SAM-070620-76

Distributor or Microbusiness:

Name: Green Acres Organic Pharms Inc.
Premises Address: 3115 Northington Court
Florence, AL 35630
License No.:



Potency

Date of Analysis: 07/15/2020

Method: HPLC

| Analyte | LOQ (%) | Results (%) | Results (µg/g) | Results (mg/mL) |
|---------|---------|-------------|----------------|-----------------|
| CBD | 0.05 | 2.22 | 22212.00 | 22.21 |
| CBDV | 0.05 | ND | ND | ND |
| CBDA | 0.05 | 0.33 | 3322.00 | 3.32 |
| CBC | 0.05 | 0.09 | 923.00 | 0.92 |
| CBCA | 0.05 | <LOQ | 238.20 | 0.24 |
| CBG | 0.05 | 0.07 | 685.50 | 0.69 |
| CBGA | 0.05 | ND | ND | ND |
| CBN | 0.05 | ND | ND | ND |
| Δ9-THC | 0.05 | 0.09 | 851.00 | 0.85 |
| Δ8-THC | 0.05 | ND | ND | ND |
| THCA | 0.05 | <LOQ | 305.00 | 0.30 |
| THCV | 0.05 | 0.05 | 520.00 | 0.52 |

| | | | | |
|-----------------|-------------------|---------|-------------------|----------|
| Moisture | Total THC: | | Total CBD: | |
| % | % | µg/g | % | µg/g |
| ND | 0.11 | 1118.48 | 2.51 | 25125.40 |

Actual and Projected Wholesale Price: Varies from \$15 - \$150 depending on size, potency, and formulation. For example, a small bottle containing 25 mg THC oil at the low end of the range, but a large bottle of specially formulated THCV dominant oil will cost more.

9.7.2 Soft Gel Capsules



The company founders and engineers also have experience producing formulations for softgels. The company will acquire additional gel cap processing equipment to formulate capsules that contain precisely dosed medication that is administered in a familiar and safe way for patients.

Soft Gel capsules with a variety of varying potencies, will vary by demand and patient Extract infused with a carrier oil (mct) then encapsulated inside a soft gel capsule (gelatin or cellulose based capsules)

Description: Softgel capsules of quantities 30 and 60 capsules of a variety of dosages not to exceed 50 mg per capsule.

Product Lifespan: 12-24 months, pending stability studies

Benefits to Consumers: Easy to swallow gel caps provide very consistent dosing, familiar delivery mechanisms. Slower acting than sublingual.

Patents/Proprietary Technology: Uses cannabis oils that will be based on proprietary manufacturing methods

Actual and Projected Price: THC Soft gels projected to wholesale for \$35 per 1000 mg Bottle

9.7.3 Gelatinous Cubes - Non-Sugar Coated

Description: The company plans to formulate and produce non sugar coated gel cubes infused with various cannabinoids in plain and peach flavors, per AMCC rules.

Product Lifespan: TBD, depends on stability studies, anticipated 6 months to one year in unopened sealed packaging

Benefits to Consumers: Provides a convenient delivery mechanism for patients in a slower acting form that metabolizes as an edible.

Patents/Proprietary Technology: TBD. The biggest challenge with formulating gel type products is ensuring homogeneity of the cannabis oil in a water-based gel medium. The company will work with professional formulators to ensure its gel products are properly formulated and perform extensive testing to ensure quality and consistency. The result of our formulation efforts may result in proprietary technologies, as solutions are needed to develop recipe and packaging for a non-sugar-coated version of the product that may have an oily, and therefore sticky, consistency.

Actual and Projected Price: Wholesale price will range from \$15 - \$30 per package depending on package size and total package dose.

9.7.4 Lozenges

Description: Non-sugar-coated THC & various cannabinoids lozenges

Product Lifespan: 12 months

Benefits to Consumers: Provides a convenient delivery mechanism for patients in a slower acting form that metabolizes as an edible.

Patents/Proprietary Technology: TBD

Actual and Projected Price: Wholesale price will range from \$10 - \$25 per package depending on package size and total package dose.

9.7.5 Transdermal Patches

Description: Mary's Medicinals Licensed Transdermal Patch - CBD, 1:1 CBD: THC, CBG, CBN, THCa, Indica and Sativa.

Product Lifespan: Per manufacturer specification

Benefits to Consumers: Slow acting, all day with more direct, alternate bioavailability pathway than ingestion for accurate dosing.

Patents/Proprietary Technology: The company plans to partner with Mary's Medicinals, (or a vendor of similar quality) to license that company's well researched and highly respected transdermal patch technology to bring transdermal patches to Alabama's market.

Actual and Projected wholesale Price: \$3 - \$20 per patch



9.7.6 Aerosol Inhalers

Description: : the company will in future evaluate the demand and feasibility of producing cannabis liquid specifically formulated for Liquid for Aerosol Inhalers, and also evaluate requirements for packaging and testing dosage.

Actual and Projected Price: Estimated \$10 - \$30 wholesale per gram

Product Lifespan: TBD

Benefits to Consumers: Provides ability to inhale cannabis vapor without incineration, atomized inhalers are touted to have more precise dosing for an inhalable than other inhalation methods.

Patents/Proprietary Technology: TBD



9.7.7 Cannabis Suppositories

Description: Research on the efficacy and bioavailability of cannabis suppositories is currently limited. However, depending on patient demand and evolution of research in the area, , the company is prepared to either develop or partner with an established cannabis suppository provider to license delivery technology.

Product Lifespan: TBD

Benefits to Consumers: Provides alternate methods of administration for patients with dysphagia (who are unable to swallow) and seek alternate routes to transdermal patches. May have unique properties of bioavailability and localized effect.

Patents/Proprietary Technology: TBD

Actual and Projected Price: TBD. Estimated \$5 - \$15 wholesale per unit.

9.8 Advertising and Marketing Analysis and Strategy

9.8.1 Market Analysis

The company plans its marketing and advertising strategy to be compliant with the state's stringent advertising restrictions, and also meets the demand of the local population. The company will focus on personal interaction with the states licensed dispensaries and

providing them with product information and educational materials about our product and process.

Market Size:

Initially, the state will have up to 9 dispensaries who will be our customers. We expect that initially each dispensary will serve A survey of the size of Alabama’s cannabis market is below:

Medical Cannabis Market Size (\$Millions)

| Market Analyst: | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---------------------------------|---------------|---------------|---------------|---------------|---------------|
| Low Case: Signal Hill Group | 64 | 220 | 332 | 440 | 579 |
| Base Case: Akema | 48 | 163 | 387 | 503 | 604 |
| High Case: MJ Biz Daily | 85 | 255 | 510 | 723 | 867 |
| Est. Number of Patients in AL | 20,160 | 40,522 | 50,905 | 56,276 | 61,699 |
| Num Patients as % of Population | 0.4 | 0.8 | 1.0 | 1.1 | 1.2 |

Numbers in bold have been estimated by Signal Hill Group.

Federal legalization may have a substantial impact on demand if Alabama decides to allow dispensaries to open to all adults. For the purpose of this application, we assume this will not be the case prior to 2028.

Market Goals:

While the state intends to license up to 9 processing facilities. Our initial goal is to be the first licensed cannabis processor to bring products to market in the state. The company has set its 5-year goal to achieve at least 15% market share. While our products can and will be sold across the state, our target market will be licensed dispensaries primarily located across North and Northwestern Alabama. At this time, since there are no flower/plant sales to consumers, all products will be processed. We estimate the wholesale price will be 50% of the retail product price.

Based on these estimates, Signal Hill Group calculates the following patient population and target earnings:

| Market Analysis: | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|--------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Total Number of Patients in AL | 20,160 | 40,522 | 50,905 | 56,276 | 61,699 |
| Est. Patients Served by Processor | 3,024 | 6,078 | 7,636 | 8,441 | 9,255 |
| Estimated Wholesale Sales (\$M) | 7.2 | 24.5 | 58.0 | 75.5 | 90.6 |
| Number of Units to Produce per Month | 12,000 | 40,750 | 96,750 | 125,77 | 150,93 |
| | | | | 5 | 0 |

The market for our products will be Alabama's licensed Dispensaries, which is currently set to a maximum 37 dispensaries. We anticipate there will be at least three dispensaries in the area, and it will serve customers primarily from both Lauderdale & Colbert counties, and from the surrounding communities. The manufacturing facility will be located in the industrial park of Florence.

Per capita sales of cannabis in mature cannabis markets like Illinois and Michigan is approximately \$10 per month during the early phases of legalization. Applying this to Florence population of 39,933 (2020 2020 US Census), plus estimated surrounding accessible population of at least 200,000 indicates there will be an estimated regional retail

demand for cannabis of approximately \$30 million per year. The wholesale demand then will be approximately \$15 million per year. It is estimated that during the first year of retail sales, a conservative estimate for the demand for medical Marijuana will be \$3 million during the first year.

We anticipate demand will increase, as it has in other markets, to as much as 4-5 times per capita as the industry matures, increasing demand to up to \$20 million per year addressable market.

Another market consideration is the outlook for the regulation of adult-use cannabis, both in Alabama and nationwide. It is expected that cannabis will become legalized at a national level within five years. If this happens, the company could see an increase in demand, and it could also see market disruptions from cannabis coming legally from other states. It is anticipated that demand for cannabis products in Alabama will continue to grow for the foreseeable future.

Sales Strategy

During the first 3 years, sales will be based on fostering and building relationships directly with the owners and executives of the up to 37 dispensaries throughout the state. As soon as licensees are announced, we will reach out to all the dispensaries, discuss their product needs and requirements, and present information about the products we will have available immediately and in the future. Since we will focus on providing a small number of SKUs of high-quality product at an affordable price, we will highlight the value this will provide for customers. We will also provide detailed information about our product, as well as the methods we use to create the products. We also believe we can launch very quickly, and we strive to be among the first products to market in the state. We will also be actively involved in any and all industry associations that will emerge in coming months.

9.9 Community Engagement Plan

A 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.

To date, The Company has extensive experience working alongside local farmers and event organizers. Full-spectrum CBD has been made available to individuals suffering with chronic medical conditions (i.e., Parkinsons, rheumatoid arthritis, cancer/ Active Chemotherapy) at no cost.

When granted a license to process medical marijuana within Alabama, The Company will look to expand their community engagement in the following ways:

- Ensuring lower-income medical marijuana patients have the ability to receive treatment by offering affordable products
- Programs for terminal low-income patients so no one suffering will go without due to cost.
- Providing additional well-paying employment opportunities for residents of Lauderdale and Colbert counties.
- Committing 1-2% of annual profit to local churches, charities and non-profit organizations.

9.10 Environmental Impact Statement

A statement outlining the anticipated impact of each of the Applicant's proposed operations, on the local environment.

The extraction of active cannabinoids from Hemp/Cannabis is a closed-loop system. All potentially hazardous materials (butane, ethanol) are consumed by the extraction process, preventing the generation of Environmental Protection Agency (EPA) defined hazardous waste.

Non-processed biomass (shoots, leaves, stems, roots) will be segregated from usable plant materials. These organic materials will be passed through a shredder and will be

incorporated in a 50-50 ratio with non-cannabis waste. This will render the organic materials generated from the facility as unusable and unrecognizable. The mixture of plant and non-plant materials will be placed into bins located inside the facility under constant surveillance.

Cooperation with Federal State, and Local Agencies

The company has a relationship with Tennessee Valley Authority to ensure purchase of renewable power. The company will cooperate and comply with any applicable rules and guidelines from Alabama Department of Environmental Management's (ADEM) including its air, water, and wastewater pollution control programs and the Alabama Department of Public Health for indoor air quality. The company will comply with all applicable requirements of the ADEM Administrative Code and Chapters 1 - 6 as applicable.

The applicant will ensure to be in compliance with any and all environmental requirements of the State of Alabama. The company will also comply with, and operate in best practices submitted by the Environmental Protection Agency (EPA)

9.10.1 Environmental Impact Plan

The company will maintain and implement an Environmental Impact Plan to reduce its carbon footprint and to achieve and maintain a positive environmental profile for Alabama and the world. The company will implement initiatives including but not limited to: sustainable packaging plans; plans to reduce exposure to volatile organic compounds for employees; renewable energy plans; emission reduction plans; water conservation and purification plans. These plans will be a permanent part of the company's operations, and our environmental plan will be revisited periodically to add or revise initiatives as applicable for years into the future.

9.10.2 Sustainable Packaging

Process materials (flowers) generated by growers are transported to The Company in woven polyethylene bulk containers (Super Sacs). Once emptied, these large bags are

returned to farmers for continued use in shipping future materials. If bags have been rendered useless through extensive use, the Super Sacs will be recycled.

Waste from product packaging is one of the most significant challenges in the cannabis industry. The specialized packaging requirements (child resistant, odor resistant) often result in bulky and excessive materials which immediately end up in the trash after purchase. To combat this waste, the company will focus on using packaging that is sustainable, recyclable, and/or conducive to dispensary take-back programs and biodegradable packaging as alternatives to single-use plastic packaging.

Our efforts to combat waste also aim to promote waste stream reduction at the source. Not only will we use sustainable or recyclable packaging wherever possible, we will work with our suppliers to identify and promote companies that use sustainable packaging. We will also reassess our packaging regularly as cannabis packaging evolves, and as we expand our product selections. The company may work with regulatory and manufacturing partners to recycle packaging and cartridges while complying with all applicable state and local laws, ordinances, and rules.

By concentrating our efforts on how to best minimize waste through product packaging, the company will reduce the weight or volume of packaging materials and help to promote the use of durable, recyclable, and reusable packaging.

9.10.3 Sustainable Product Selections

The company will make purchasing decisions using criteria that favors environmentally conscious and sustainable cultivators. When selecting the products to stock the company's shelf space, preference will be given to cultivators that meet the following growing practices:

1. Avoid pesticides, chemicals. or synthetic fertilizers:
2. Implement water conservation strategies
2. Consider LED and other energy efficient lighting options.

Plans to reduce exposure to volatile organic compounds for employees

We will endeavor to use low or no volatile organic compounds (“VOC”) paint and non-toxic coatings to help minimize exposure of VOC for both employees and visitors to the building. the company will adhere to the suggested guidelines.

Cannabis manufacturing involves the use of solvents for purpose of extracting cannabinoids and other components of cannabis flower into purified forms. Processing results in the need for solvent to be store onsite both before and after processing. All solvent shall be stored onsite in secure containers that are open only when in use. Personnel will use safe handling techniques when handling solvents including wearing gloves, and as needed appropriate respirators when in contact with hazardous solvents.

9.10.4 Renewable energy plans

The manufacturing facility uses energy intensive extraction and heating processes. Electricity is provided by Florence Utilities and TVA, and specifically, we share rate tariffs with the neighboring foundry which is highly energy intensive. The energy for this facility will come from the nearby Wilson Dam, the largest conventional hydroelectric dam in the Tennessee Valley Authority system. Located less than six miles from the source of generation, The Company will receive all of its electrical needs from Florence Utilities, which contracts its power from this highly renewable energy source. The company will select energy efficient equipment whenever practicable, and operate the equipment only as needed.

9.10.5 Energy Efficient Lighting and Controls

The company will work with our architects, engineers, and design consultants to ensure the most efficient and cost-effective means of providing electricity to our store. We will use energy-efficient LED lighting and adjust daylight and nighttime lighting accordingly to reduce energy consumption. Lighting will be programmed to operate on a circadian lighting system to minimize energy usage. Appliances and equipment will incorporate energy-efficient technology to the highest extent possible. The company will also minimize standby operations of equipment which can further reduce electricity consumption.

9.10.6 Climate Control and Energy Consumption

The company anticipates that a large portion of our energy consumption will be from our processing equipment and the HVAC system. We will integrate energy efficient climate control systems, preserving indoor air quality and comfort while minimizing energy consumption. Staff will be trained on energy conservation practices to ensure that the company is only consuming as much energy as needed to safely operate. the company staff will turn off or turn down equipment when not in use to conserve energy.

9.10.7 Renewable and Time of Use Energy Tariffs

The company will opt-in to renewable energy tariffs as available by the electric utility, ensuring that our electric bill is contributed to renewable energy resources. The company will also evaluate the use of Time of Use energy tariffs and minimize use of on-peak electricity resources which helps lower overall power costs and increases use of renewable energy.

9.10.8 Water Conservation Plans

The company will make efforts to adopt sustainability measures for water conservation by using low-flow fixtures and aerators in bathrooms, upgrading to touchless sensor faucets, and encouraging the use of reusable water bottles. The company will also not use landscape irrigation on site.

9.11 Insurance Plan

The company has engaged with an insurance broker to identify A-rated cannabis insurers that provide casualty, workers' compensation, liability, (as applicable) auto or fleet policy, and other coverages that may be required. The offer from Nowell Agency is attached and identified as "1049_09.11_Insurance Plan – Processing Facility – Attachment to Exhibit 9, Section 9.11).

Coverage will exceed two million dollars (\$2,000,000) of liability and casualty insurance and will meet the minimum levels of other financial guarantees, if appropriate, that licensees must maintain.



To whom it may concern,

My name is [REDACTED] and I am a licensed insurance agent who has been working with Mr. [REDACTED] (Green Acres Organic Pharms, Inc.) to obtain insurance for their cannabis operation. My company and I specialize in cannabis insurance, and we have access to dozens of cannabis insurance carriers through which we can quote. At the time of this letter, Green Acres Organic Pharms, Inc. is in the process of applying for a cannabis license with the State of Alabama. Once Green Acres Organic Pharms has obtained this license, we will be working together to make sure that their operation is appropriately insured with Product liability, General liability, Property insurance, Workers Comp insurance, Auto/Fleet insurance, and any other line of insurance that they may need. I have access to every single cannabis insurance carrier in the country and will be thoroughly shopping Green Acres Organic Pharms, Inc. insurance.

Mr. [REDACTED] has been a CBD client of mine since March of 2022. During this time, he has maintained the required General Liability insurance without any lapses in coverage and is always a pleasure to work with.

Thank you,

[REDACTED]



[REDACTED] Hattiesburg, MS 39402

Direct
Phone
Fax

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

Verification

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

Printed Name of Verifying Individual

Director
Title of Verifying Individual

Signature of Verifying Individual

12/27/2022
Verification Date

Redaction Declaration

The names, addresses, telephone numbers, dates of birth, social security numbers, and financial account amount and numbers are all protected from disclosure as personally identifiable information under federal law and the laws of the State of Alabama. *See* The Privacy Act of 1974, 5 U.S.C. § 552a; *see also* Alabama Data Breach Notification Act of 2018, Ala. Code (1975) § 8-38-1 *et seq.*

The trial and appellate courts in Alabama have similarly adopted rules that limit disclosure of such personally identifiable information in documents filed with the courts. *See* Ala. R. App. P. 56, *Redaction of Personal Identifiers in Documents filed with the Appellate Courts* and Ala. R. Civ. P. 5.1, *Privacy Protection for Court Filings*.

With regard to our security plan and building plans, the Alabama Public Records Law exempts from disclosure “. . . records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures . . . the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare . . .” Ala. Code § 36-12-40 (1975).

10.1- Any Cultivator or prospective Cultivator

- A. The Letter of Intent for Prospective Cultivator, [REDACTED] for the applicant identified in 10.1.A. above is attached hereto and identified as “CULTIVATOR Letter of Intent – Green Acres Organic Pharms Inc. Processing Facility –Attachment to Exhibit 10, Section 10.1.A”
- B. The Letter of Intent for Prospective Cultivator, [REDACTED] for the applicant identified in 10.1.B. above is attached hereto and identified as “CULTIVATOR Letter of Intent – Green Acres Organic Pharms Inc. Processing Facility –Attachment to Exhibit 10, Section 10.1.B”

10.2 - Any Secure Transporter or prospective Secure Transporter

- A. The Letter of Intent for Prospective Secure Transporter, [REDACTED] [REDACTED] for the applicant identified in 10.2 above is attached hereto and identified as “SECURE TRANSPORTER Letter of Intent – Green Acres Organic Pharms Inc., Processing Facility –Attachment to Exhibit 10, Section 10.2.A”
- B. The Letter of Intent for Prospective Secure Transporter, [REDACTED] [REDACTED], for the applicant identified in 10.2 above is attached hereto and identified as “SECURE TRANSPORTER Letter of Intent – Green Acres Organic Pharms Inc. Processing Facility –Attachment to Exhibit 10, Section 10.2.B”

10.3 - Any Dispensary or prospective Dispensary

The Letter of Intent for Prospective Dispensary, [REDACTED] for the applicant identified in 10.3 above is attached hereto and identified as “DISPENSARY Letter of Intent – Green Acres Organic Pharms Inc. Processing Facility –Attachment to Exhibit 10, Section 10.3”

10.4 - Any Integrated Facility or prospective Integrated Facility

Exhibit 10 - Evidence of Business Relationship
with Other and Prospective Licenses

The Letter of Intent for Prospective Vertically Integrated Facility, [REDACTED], LLC., for the applicant identified in 10.4 above is attached hereto and identified as “VERTICALLY INTEGRATED FACILITY Letter of Intent – Green Acres Organic Pharms Inc. Processing Facility –Attachment to Exhibit 10, Section 10.4”

10.5 – Any State Testing Laboratory or prospective State Testing Laboratory

Not applicable. We will be testing in house and verifying with a state approved testing laboratory. Once Licenses are published and awarded we do not see any issues finding a State Testing Laboratory to test our products.

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VERTICALLY INTEGRATED FACILITY Letter of
Intent – Green Acres Organic Pharms Inc.
Processing Facility –Attachment to Exhibit 10,
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CULTIVATOR Letter of Intent – Green Acres Organic Pharms Inc. Processing Facility –
Attachment to Exhibit 10, Section 10.1.A

LETTER OF INTENT

[12.12.2022]

Green Acres Organic Pharms Inc.

[REDACTED]
Florence, AL 35630

Re: Alabama Medical Cannabis – Letter of Intent

[REDACTED]

This Letter of Intent ("LOI") sets out the principal terms of a more definitive agreement to be entered into between [REDACTED] an Alabama limited liability company (the "Provider") and Green Acres Organic Pharms Inc. (the "Buyer"). The agreement wherein Provider will supply, and Purchaser will purchase, the product(s) set forth in Exhibit 1 is referred to as the "Transaction" and the Purchaser and Provider are referred to collectively as the "Parties" and each, individually, as a "Party."

1. Non-Binding. This LOI does not constitute a binding commitment of any nature (including any obligation to continue discussions regarding the Transaction) by any party, except for the provisions of Sections 4-7 and the requirement of this section regarding entry into negotiations, this LOI is not binding on the Parties. Any transaction is subject to the completion of satisfactory due diligence by Purchaser, the continued accuracy of the assumptions contained herein and the negotiation and execution of one or more definitive agreements containing customary representations, warranties, indemnities, and escrow arrangements and in form and substance satisfactory to Purchaser and the Company. A binding commitment with respect to the Transaction will only arise following execution and delivery of such definitive agreements which will contain additional terms and conditions. No binding agreement shall exist with respect to the Transaction unless and until a definitive agreement has been duly executed and delivered by both Parties. As soon as practicable following the acceptance and approval of this LOI by the Provider, the Parties shall enter into negotiations.

2. Supply of Product. It is the present intention of the Parties that, upon execution of a definitive agreement, Purchaser will purchase, and Provider will sell the product set forth in the Exhibit 1 at a mutually agreed upon price set forth in the definitive agreement.

3. Term and Termination. This LOI will automatically terminate and be of no further force and effect upon the earlier of: (i) execution of a definitive agreement

between Purchaser and Provider, (ii) mutual agreement of the Parties, (iii) a final and unappealable determination by the Alabama Medical Cannabis Commission denying Purchaser and/or Provider's application for an Alabama Medical Cannabis License and (iv) at 5:00 p.m. (Central Time) on Monday, August 1, 2022. Notwithstanding any language to the contrary in this section, Sections 4-6 shall survive the termination of this LOI,

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

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

5. Confidentiality. This LOI is confidential and premised on the mutual understanding that neither party shall disclose (except to its representatives, agents, and/or financing partners) the existence of this letter, the discussions between the parties or any of the terms and conditions contained herein without the prior written consent of the other party.

6. Expenses. Unless otherwise set forth in a written agreement between the Parties or their counsel, each of the Parties shall bear its respective costs, charges, and expenses for the business review, preparation, and negotiation of this LOI and any subsequent definitive agreement.

7. Miscellaneous. Neither this LOI nor any rights or obligations hereunder may be assigned, delegated, or conveyed by either Party without the prior written consent of the other Party. This LOI may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. The headings of the various sections of this LOI have been inserted for reference only and shall not be deemed to be a part of this LOI.

Very truly yours,
[Redacted Signature]

Agreed to and accepted:
Green Acres Organic Pharms Inc.
[Redacted Signature]

Title: CEO/ Founder
Date: 12.12.2022

Agreed to and accepted:
[Redacted Signature]

Title: Owner
Date: 12.12.2022

CULTIVATOR Letter of Intent – Green Acres Organic Pharms Inc. Processing Facility –
Attachment to Exhibit 10, Section 10.1.B

MUTUAL SERVICES AGREEMENT

(Processor and Cultivator)

Contract No. _____

THIS MUTUAL SERVICES AGREEMENT (this "**Agreement**") is entered into as of December 14th, 2022 (the "**Effective Date**"), by and between [REDACTED] an Alabama corporation with its principal place of business at 2901 3rd Avenue North, Birmingham, Alabama 35203 ("**Cultivator**") and **GREEN ACRES ORGANIC PHARMS INC.**, an Alabama corporation with its principal place of business at 3115 Northington Court, Florence, Alabama 35630 ("**Processor**"). Cultivator and Processor are sometimes individually referred to herein as a "**Party**" or collectively as the "**Parties**."

RECITALS

WHEREAS, the Parties desire to engage each other for the provision of certain Services (defined below) under and pursuant to the Alabama Act (defined below), and each Party is willing to provide and perform such Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. As a general matter, terms capitalized (or terms that context clearly indicates should be capitalized) but not otherwise defined herein shall have the meanings ascribed to such terms in the Alabama Act (defined below). Further, in addition to the terms defined in the body of this Agreement, whenever used herein, the following capitalized terms shall have the meanings specified or referenced in this Section 1:

"**Alabama Act**" means, collectively, the "Darren Wesley 'Ato' Hall Compassion Act" or the "Alabama Compassion Act," set forth in the Code of Alabama, § 20-2A-1 et seq., and all rules, regulations, ordinances, orders and decrees promulgated thereunder.

"**Applicable Law**" means the Alabama Act and all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations, or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory, or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

"**Confidential Information**" means any information that is treated as confidential by a Party, including but not limited to all non-public information about its business affairs, products or services, intellectual property rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether disclosed orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential". Confidential Information shall not include information that: (a) is already known to the receiving Party without restriction on use or disclosure prior to receipt of such information from the disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the receiving Party; (c) is developed by the receiving Party independently of, and without reference to, any Confidential Information of the disclosing Party; or (d) is received by the receiving Party from a third party who is not under any obligation to the disclosing Party to maintain the confidentiality of such

information.

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"Cultivator Services" means any and all services to be provided by a Cultivator under Applicable Law, including, without limitation, the cultivation of Cannabis.

"Governmental Authority" means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of law), or any arbitrator, court, or tribunal of competent jurisdiction.

"Intellectual Property Rights" means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Processor Services" means any and all services to be provided by a Processor under Applicable Law, including, without limitation, the processing of Cannabis into Medical Cannabis, including proper packaging and labeling of Medical Cannabis products[, and the sale or transfer of Medical Cannabis to a Dispensary on behalf of Cultivator].

"Requesting Party" means the applicable Party requesting the Services.

"Service Provider" means the applicable Party providing the Services.

"Services" means, as context may require, Cultivator Services or Processor Services, as applicable, or Cultivator Services and Processor Services, collectively.

"Statement of Work" or "SOW" means each Statement of Work entered into by the Parties, substantially in the form of Exhibit A attached hereto.

2. Services.

(a) From time to time upon the request and direction of Processor, Cultivator shall provide the Cultivator Services to Processor as described in more detail in each Statement of Work and in accordance with the terms and conditions of this Agreement.

(b) From time to time upon the request and direction of Cultivator, Processor shall provide the Processor Services to Cultivator as described in more detail in each Statement of Work and in accordance with the terms and conditions of this Agreement.

(c) No Services shall commence until such time as a Statement of Work is signed by both Parties. Each Statement of Work may include the following information, to the extent applicable: (i) a detailed description of the Services to be performed; (ii) the date upon which the Services will commence and the term of such Statement of Work; (iii) the fees to be paid to the Service Provider under the

Statement of Work (including any reimbursements); (iv) any Intellectual Property Rights to be utilized in the course of providing the Services or generating work product or other materials (such work product or materials, collectively, the "*Deliverables*," and the Intellectual Property Rights used in connection with the foregoing, the "*Licensed IP*"); (v) milestones and/or payment terms or schedule(s); (vi) criteria for completion of the Services and any procedures applicable thereto; (vii) any specifications applicable to the Deliverables

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(defined below); and/or (viii) any other terms and conditions agreed upon by the Parties. Changes to a Statement of Work shall be made by mutual agreement of the Parties.

(d) In the performance of the Services, the Service Provider (and all Service Provider personnel, as applicable) shall: (i) reasonably cooperate with the Requesting Party in all matters relating to the Services; (ii) before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and comply with Applicable Law in relation to the Services; (iii) maintain complete and accurate records relating to the provision of the Services under this Agreement; and (iv) comply with all rules, regulations, and policies of the Requesting Party that are communicated to Service Provider in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures.

(e) The Requesting Party (and all Requesting Party personnel, as applicable) shall: (i) reasonably cooperate with Service Provider in all matters relating to the Services; (ii) provide access, subject to Section 2(d)(iv), to Requesting Party's premises and other facilities as may be reasonably requested by Service Provider and agreed with Requesting Party in writing in advance, for the purposes of performing the Services; and (iii) prior to the date on which the Services are to start, obtain and maintain all necessary licenses and consents and comply with Applicable Law in relation to the Services.

(f) All Services provided under this Agreement shall be performed fully within the State of Alabama, unless approved in writing in advance by the Requesting Party.

3. Term and Termination.

(a) This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services under all Statements of Work, unless sooner terminated pursuant to this Section 3.

(b) Either Party, in its sole discretion, may terminate this Agreement or any Statement of Work, in whole or in part, at any time without cause, by providing at least thirty (30) days' prior written notice to the other Party.

(c) Either Party may terminate this Agreement or any Statement of Work effective upon written notice to the other party (the "*Defaulting Party*"), if the Defaulting Party: (i) fails to obtain the permits or licenses contemplated by Section 10; (ii) materially breaches this Agreement or a Statement of Work, and such breach is incapable of cure or, with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within ten (10) business days after receipt of written notice of such breach; (iii) is determined by the non-Defaulting Party, in its reasonable judgment, to be engaging in or about to be engaging in, activity that jeopardizes or could reasonably jeopardize the license(s) or other special designations or permits held by the non-Defaulting Party or its affiliates; or (iv) (A) becomes insolvent or admits its inability to pay its debts generally as they become due; (B) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency

law, which is not fully stayed within ten (10) business days or is not dismissed or vacated within ninety (90) days after filing; (C) is dissolved or liquidated or takes any corporate action for such purpose; (D) makes a general assignment for the benefit of creditors; or (E) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(d) Upon termination of this Agreement for any reason, Service Provider shall (i) provide reasonable cooperation and assistance to Requesting Party in winding down and/or transitioning

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the Services from Service Provider, (ii) return to Requesting Party all Deliverables for which Requesting Party has paid; and (iii) on a pro rata basis, repay all fees and expenses paid in advance for any Services not performed.

(e) Upon termination of this Agreement for any reason, Requesting Party shall (i) provide reasonable cooperation and assistance to Service Provider in winding down and/or transitioning the Services from Service Provider; and (ii) make payment for all fees and expenses earned by Service Provider through the date of termination.

4. Confidential Information. With respect to Confidential Information, the receiving Party agrees: (a) not to disclose or otherwise make available any Confidential Information of the disclosing Party without the prior written consent of the disclosing Party; (b) use the Confidential Information of the disclosing Party solely for the purposes of performing the Services under this Agreement; and (c) promptly notify the disclosing Party of any loss or disclosure of Confidential Information. Notwithstanding the foregoing, nothing in this Section 4 shall be construed as to prohibit the disclosure of Confidential Information as required by a Governmental Authority or pursuant to Applicable Law.

5. Representations and Warranties.

(a) Each Party represents and warrants to the other Party that: (i) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering; (ii) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (iii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and (iv) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such party in accordance with its terms.

(b) Each Party further represents and warrants to the other Party that: (i) it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement; and (ii) it is in compliance with, and shall perform the Services in compliance with, Applicable Law.

6. Intellectual Property.

(a) Each Party and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to all Intellectual Property Rights held by such Party. Each Party hereby grants the other Party a limited, fully paid-up, royalty-free, non-transferable, non-sublicenseable license to use, reproduce, transmit, modify, and otherwise exploit the Licensed IP solely to the extent reasonably required in connection with the Services. All other rights (including Intellectual Property Rights) not

specifically listed in a Statement of Work shall be expressly reserved by the owning Party, and, unless otherwise agreed by the Parties, any license granted pursuant to this Section shall terminate alongside the corresponding Statement of Work.

(b) Requesting Party is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables, including all Intellectual Property Rights therein. Accordingly, Service Provider hereby irrevocably assigns, and shall cause its personnel to irrevocably assign to Requesting Party, in each case without additional consideration, all right, title, and interest in and to the Deliverables, including all Intellectual Property Rights therein.

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7. Survival. The rights and obligations of the Parties which, by their nature, should survive termination or expiration of this Agreement, shall survive any such termination or expiration of this Agreement.

8. Indemnification. Each Party (as "*Indemnifying Party*") shall indemnify, hold harmless, and defend the other Party and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "*Indemnified Party*") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees (collectively, "*Losses*"), arising out of any third-party claim alleging: (a) material breach or non-fulfillment by Indemnifying Party (or its personnel) of any representation, warranty, or covenant set forth in this Agreement; (b) any grossly negligent or more culpable act or omission of Indemnifying Party or its (personnel) in connection with the performance of its obligations under this Agreement; (c) any bodily injury, death of any person, or damage to real or tangible personal property caused by the grossly negligent or more culpable acts or omissions of Indemnifying Party (or its personnel); or (d) any failure by Indemnifying Party to materially comply with any Applicable Laws in the performance of its obligations under this Agreement. Indemnified Party shall give Indemnifying Party prompt written notice (a "*Claim Notice*") of any Losses or discovery of facts on which Indemnified Party intends to base a request for indemnification under this Section; *provided*, that an Indemnified Party's failure to provide a Claim Notice to Indemnifying Party under this Section shall not relieve Indemnifying Party of any liability hereunder, but in no event shall Indemnifying Party be liable for any Losses that result from a delay in providing a Claim Notice. Each Claim Notice must contain a description of the third-party claim and the nature and amount of the related Losses (to the extent that the nature and amount of the Losses are known at the time).

9. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

10. Contingent Nature of Agreement. Notwithstanding anything to the contrary contained herein, the Parties' respective obligations under this Agreement shall be contingent upon each Party having secured all standard, final, unappealable, and commercially acceptable permits and licenses and other approvals from all Governmental Authorities necessary to permit each Party to enter into this Agreement and complete the transactions contemplated herein. Each Party shall proceed diligently in a commercially reasonable manner to secure said permits, licenses, and approvals.

11. Expenses. All costs and expenses incurred in connection with this Agreement and each other agreement, document, and instrument contemplated by this Agreement and the transactions contemplated hereby and thereby shall be paid by the Party incurring such costs and expenses.

12. Further Assurances. Each of the Parties shall, and shall cause their respective affiliates to, execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

13. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage

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pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

14. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

15. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effectuate the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16. Entire Agreement. This Agreement, together with the Statements of Work and all related exhibits and schedules, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement, the Statements of Work, and the related exhibits and schedules (other than an exception expressly acknowledged as such in a Statement of Work), the statements in the body of this Agreement shall control.

17. Amendment. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

18. Cumulative Remedies; Waiver. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the

exercise of any other right, remedy, power, or privilege.

19. Third-Party Beneficiaries; Assignment; Successors and Assigns. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. Neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

20. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

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(a) This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction).

(b) Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Alabama in each case located in the City of Birmingham and County of Jefferson, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by certified mail in accordance with Section 13 shall be effective service of process for any suit, action, or other proceeding brought in any such court. The Parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER AND SUCH PARTY MAKES THIS WAIVER VOLUNTARILY.

21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

22. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts

beyond the affected Party's reasonable control, including, without limitation (each, a "**Force Majeure Event**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) law or order of a Governmental Authority; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any Governmental Authority; or (g) national or regional emergency. The Party suffering a Force Majeure Event shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CULTIVATOR:

[Redacted]

an Alabama corporation

By: [Redacted]
Name: [Redacted]

Title: President

PROCESSOR:

Green Acres Organic Pharms INC.,

an Alabama corporation

By: [Redacted]
Name: [Redacted]

Title: CEO

SECURE TRANSPORTER Letter of Intent – Green Acres Organic Pharms Inc. Processing Facility – Attachment to Exhibit 10, Section 10.2.A

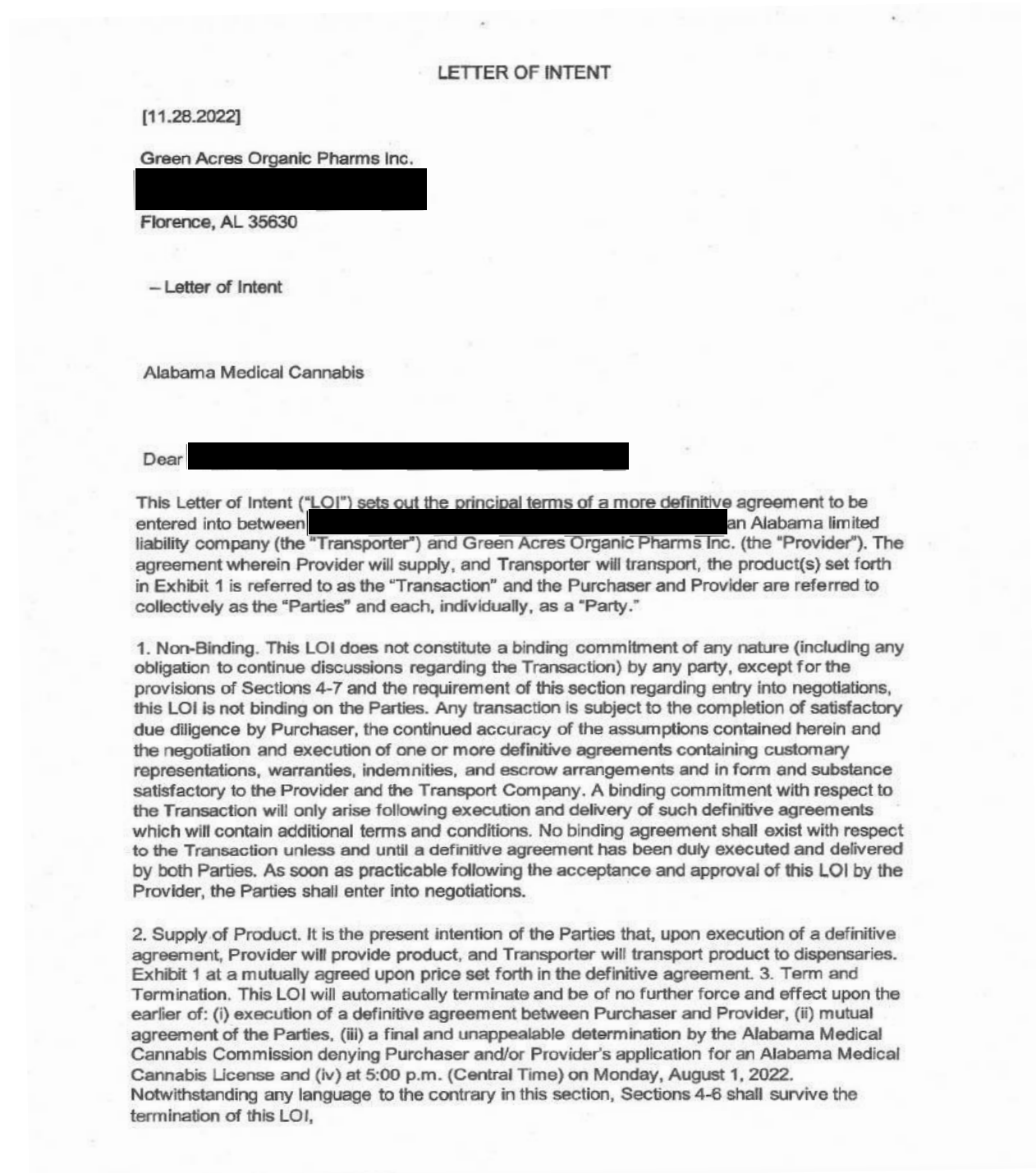


Exhibit 10 - Evidence of Business Relationship with Other and Prospective Licenses

and the termination of this LOI shall not affect any rights a Party has with respect to the breach of this LOI by the other Party prior to such termination. 4. Governing Law. This LOI shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Alabama. 5. Confidentiality. This LOI is confidential and premised on the mutual understanding that neither party shall disclose (except to its representatives, agents, and/or financing partners) the existence of this letter, the discussions between the parties or any of the terms and conditions contained herein without the prior written consent of the other party. 6. Expenses. Unless otherwise set forth in a written agreement between the Parties or their counsel, each of the Parties shall bear its respective costs, charges, and expenses for the business review, preparation, and negotiation of this LOI and any subsequent definitive agreement. 7. Miscellaneous. Neither this LOI nor any rights or obligations hereunder may be assigned, delegated, or conveyed by either Party without the prior written consent of the other Party. This LOI may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. The headings of the various sections of this LOI have been inserted for reference only and shall not be deemed to be a part of this LOI.

Very truly yours,

[Redacted signature]

Agreed to and accepted:
Green Acres Organic Pharms Inc.

By: [Redacted signature]

Name: [Redacted name]

Title: CEO/ Founder

Date: 12.14.2022

Agreed to and accepted:

[Redacted signature]

[Redacted signature]

Title: OWNER

Date: 12.14.2022

EXHIBIT1
TERMS

Specific products to be Transported to be determined upon issuance of license

SECURE TRANSPORTER Letter of Intent – Green Acres Organic Pharms Inc. Processing Facility –Attachment to Exhibit 10, Section 10.2.B



Memorandum of Understanding

Between
Green Acres Organic Pharms Inc. and [REDACTED]

This Memorandum of Understand (hereafter known as an "MOU") reflects our understanding, at the present time, of certain preliminary discussions we have had concerning the transportation of medical cannabis by [REDACTED] between Green Acres Organic Pharms Inc.C, Inc. processing sites and/or other duly licensed operations and is intended and is intended to be an outline to assist us in preparing a definitive final agreement, pending a license is granted by the Alabama Medical Cannabis Commission.

1. This MOU is not intended to contractually bind either of us in any way, nor shall we be legally bound until an agreement, in form and content satisfactory to each of us and our respective counsel is fully executed by us.
2. Execution of this MOU shall not obligate either party to accept any particular terms but will preclude both parties from insisting on any terms that are inconsistent with those terms described in this MOU.
3. It is expressly agreed that if a mutually acceptable final agreement will be entered into after the point of licensure and each party will have an opportunity to discuss the terms of said agreement.

This Memorandum of Understanding shall only be disclosed to the Alabama Medical Cannabis Commission and shall not be disclosed to anyone other than the parties, their employees, attorneys, accountants and/or any investors of either party.

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

By: [REDACTED] Title: Director
Processor license
[REDACTED]
Signature

By: [REDACTED]
Title: Owner/CEO
[REDACTED]
Signature

DISPENSARY Letter of Intent – Green Acres Organic Pharms Inc. Processing Facility –
Attachment to Exhibit 10, Section 10.3

LETTER OF INTENT

[11.28.2022]

Green Acres Organic Pharms Inc.

[REDACTED]
Florence, AL 35630

Re: Alabama Medical Cannabis – Letter of Intent [REDACTED]

Dear [REDACTED]

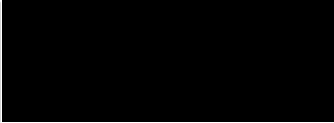
This Letter of Intent ("LOI") sets out the principal terms of a more definitive agreement to be entered into between [REDACTED] an Alabama limited liability company (the "Purchaser") and Green Acres Organic Pharms Inc. (the "Provider"). The agreement wherein Provider will supply, and Purchaser will purchase, the product(s) set forth in Exhibit 1 is referred to as the "Transaction" and the Purchaser and Provider are referred to collectively as the "Parties" and each, individually, as a "Party."

1. Non-Binding. This LOI does not constitute a binding commitment of any nature (including any obligation to continue discussions regarding the Transaction) by any party, except for the provisions of Sections 4-7 and the requirement of this section regarding entry into negotiations, this LOI is not binding on the Parties. Any transaction is subject to the completion of satisfactory due diligence by Purchaser, the continued accuracy of the assumptions contained herein and the negotiation and execution of one or more definitive agreements containing customary representations, warranties, indemnities, and escrow arrangements and in form and substance satisfactory to Purchaser and the Company. A binding commitment with respect to the Transaction will only arise following execution and delivery of such definitive agreements which will contain additional terms and conditions. No binding agreement shall exist with respect to the Transaction unless and until a definitive agreement has been duly executed and delivered by both Parties. As soon as practicable following the acceptance and approval of this LOI by the Provider, the Parties shall enter into negotiations.

2. Supply of Product. It is the present intention of the Parties that, upon execution of a definitive agreement, Purchaser will purchase, and Provider will sell the product set forth in the Exhibit 1 at a mutually agreed upon price set forth in the definitive agreement. 3. Term and Termination. This LOI will automatically terminate and be of no further force and effect upon the earlier of: (i) execution of a definitive agreement between Purchaser and Provider, (ii) mutual agreement of the Parties, (iii) a final and unappealable determination by the Alabama Medical Cannabis Commission denying Purchaser and/or Provider's application for an Alabama Medical Cannabis License and (iv) at 5:00 p.m. (Central Time) on Monday, August 1, 2022. Notwithstanding any language to the contrary in this section, Sections 4-6 shall survive the termination of this LOI,

and the termination of this LOI shall not affect any rights a Party has with respect to the breach of this LOI by the other Party prior to such termination. 4. Governing Law. This LOI shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Alabama. 5. Confidentiality. This LOI is confidential and premised on the mutual understanding that neither party shall disclose (except to its representatives, agents, and/or financing partners) the existence of this letter, the discussions between the parties or any of the terms and conditions contained herein without the prior written consent of the other party. 6. Expenses. Unless otherwise set forth in a written agreement between the Parties or their counsel, each of the Parties shall bear its respective costs, charges, and expenses for the business review, preparation, and negotiation of this LOI and any subsequent definitive agreement. 7. Miscellaneous. Neither this LOI nor any rights or obligations hereunder may be assigned, delegated, or conveyed by either Party without the prior written consent of the other Party. This LOI may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. The headings of the various sections of this LOI have been inserted for reference only and shall not be deemed to be a part of this LOI.

Very truly yours,



Title: CEO/ Founder
Green Acres Organic Pharms inc.
Date: 11/28-2022

Agreed to and accepted:



Title: Founder/Shareholder
Date: 11.28.2022

EXHIBIT 1
TERMS

Signature:










Email: sales@greenacresorganicpharms.com

letter of intent (002)
Final Audit Report 2022-11-29

| | |
|-----------------|---|
| Created: | 2022-11-29 |
| By: | [REDACTED] |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA39yLKrqjLgEke_5NzUmFh6AIIIMMOxpNA |

"letter of intent (002)" History

-  Document created by [REDACTED]@cartermdesign.com
2022-11-29 - 1:03:02 PM GMT - IP address: 71.207.209.67
-  Document emailed to sales@greenacresorganicpharms.com for signature
2022-11-29 - 1:03:22 PM GMT
-  Email viewed by sales@greenacresorganicpharms.com
2022-11-29 - 7:46:11 PM GMT - IP address: 99.175.155.149
-  Signer sales@greenacresorganicpharms.com entered name at signing as [REDACTED]
2022-11-29 - 7:47:08 PM GMT - IP address: 99.175.155.149
-  Document e-signed by [REDACTED] (sales@greenacresorganicpharms.com)
Signature Date: 2022-11-29 - 7:47:10 PM GMT - Time Source: server - IP address: 99.175.155.149
-  Agreement completed.
2022-11-29 - 7:47:10 PM GMT

 **Adobe Acrobat Sign**

VERTICALLY INTEGRATED FACILITY Letter of Intent – Green Acres Organic Pharms Inc.
Processing Facility –Attachment to Exhibit 10, Section 10.4

LETTER OF INTENT

[12.26.2022]

Green Acres Organic Pharms Inc.
[Redacted]
Florence, AL 35630

- Letter of Intent

Alabama Medical Cannabis

To: [Redacted] Attn: [Redacted]

This Letter of Intent ("LOI") sets out the principal terms of a more definitive agreement to be entered into between [Redacted] [Redacted] (The Provider) and Green Acres Organic Pharms Inc. (The Processor) The agreement wherein Provider will supply the product(s) that have yet to be determined, is referred to as the "Transaction" and the Provider and Processor are referred to collectively as the "Parties" and each, individually, as a "Party."

1. Non-Binding. This LOI does not constitute a binding commitment of any nature (including any obligation to continue discussions regarding the Transaction) by any party, except for the provisions of Sections 4-7 and the requirement of this

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section regarding entry into negotiations, this LOI is not binding on the Parties. Any transaction is subject to the completion of satisfactory due diligence by Purchaser, the continued accuracy of the assumptions contained herein and the negotiation and execution of one or more definitive agreements containing customary representations, warranties, indemnities, and escrow arrangements and in form and substance satisfactory to the Provider and the Transport Company. A binding commitment with respect to the Transaction will only arise following execution and delivery of such definitive agreements which will contain additional terms and conditions. No binding agreement shall exist with respect to the Transaction unless and until a definitive agreement has been duly executed and delivered by both Parties. As soon as practicable following the acceptance and approval of this LOI by the Provider, the Parties shall enter into negotiations.

2. Supply of Product. It is the present intention of the Parties that, upon execution of a definitive agreement, Provider will provide product to be processed into product for dispensaries. Exhibit 1 at a mutually agreed upon price set forth in the definitive agreement.

3. Term and Termination. This LOI will automatically terminate and be of no further force and effect upon the earlier of: (i) execution of a definitive agreement between Purchaser and Provider, (ii) mutual agreement of the Parties, (iii) a final and unappealable determination by the Alabama Medical Cannabis Commission denying Purchaser and/or Provider's application for an Alabama Medical Cannabis License and (iv) at 5:00 p.m. (Central Time) on Monday, August 1, 2022. Notwithstanding any language to the contrary in this section, Sections 4-6 shall survive the termination of this LOI, and the termination of this LOI shall not affect any rights a Party has with respect to the breach of this LOI by the other Party prior to such termination.

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

5. Confidentiality. This LOI is confidential and premised on the mutual understanding that neither party shall disclose (except to its representatives, the AMCC, and/or financing partners) the existence of this letter, the discussions between the parties or any of the terms and conditions contained herein without the prior written consent of the other party.

6. Expenses. Unless otherwise set forth in a written agreement between the Parties or their counsel, each of the Parties shall bear its respective costs, charges, and expenses for the business review, preparation, and negotiation of this LOI and any subsequent definitive agreement.

7. Miscellaneous. Neither this LOI nor any rights or obligations hereunder may be assigned, delegated, or conveyed by either Party without the prior written consent of the other Party. This LOI may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. The headings of the various sections of this LOI have been inserted

JM

for reference only and shall not be deemed to be a part of this LOI.

Very truly yours,
Carmelo A. Parasiliti II

Agreed to and accepted:
Green Acres Organic Pharms Inc. [Redacted]

Title: CEO/ Founder
Date: 12.14.2022

Agreed to and accepted:

[Redacted]

Title: President
Date: 12/26/2022

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.

Printed Name of Verifying Individual

Director
Title of Verifying Individual

Signature of Verifying Individual

12/29/2022
Verification Date

Redaction Declaration

The names, addresses, telephone numbers, dates of birth, social security numbers, and financial account amount and numbers are all protected from disclosure as personally identifiable information under federal law and the laws of the State of Alabama. *See* The Privacy Act of 1974, 5 U.S.C. § 552a; *see also* Alabama Data Breach Notification Act of 2018, Ala. Code (1975) § 8-38-1 *et seq.*

The trial and appellate courts in Alabama have similarly adopted rules that limit disclosure of such personally identifiable information in documents filed with the courts. *See* Ala. R. App. P. 56, *Redaction of Personal Identifiers in Documents filed with the Appellate Courts* and Ala. R. Civ. P. 5.1, *Privacy Protection for Court Filings*.

With regard to our security plan and building plans, the Alabama Public Records Law exempts from disclosure “. . . records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures . . . the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare . . .” Ala. Code § 36-12-40 (1975).

About our Operating Plan and Procedures

Included are a selection of the company's Standard Operating Plan and Procedures, as requested by AMCC for the Application. The company will develop and maintain a library of Operating Plans and Procedures that will be developed and formalized prior to full operation. Thereafter procedures will be continuously improved to reflect any material business or regulatory changes, process improvements. We will maintain a document control system that will ensure that employee training to the latest procedures is kept up to date, and any document change requests are requested, implemented, and released in a controlled manner with full version control.

The company will maintain standard operating procedures in such a way that they, and historic released versions of the procedures, can be readily accessed from the physical site of operations upon the request of inspectors, the Commission, or Commission staff.

11.1 IT Plan

The company's IT plan ensures inventory and data accuracy, smooth coordination through the supply chain, and efficient operations overall. IT will include the hardware, software, and interconnections required to operate the business.

11.1.1 - Roles, Responsibilities and Training

The Director of Operations/General Manager will primarily be responsible for the company's IT systems. The company will engage with software vendors and third-party IT experts to configure, startup and launch the needed hardware and software.

Employees will be trained, as applicable, to our IT systems. Training will be initially provided by our technology vendors to senior personnel. Once skilled, select trained employees, such as the Director of Compliance, will train additional employees in the use of IT. Both train the trainer training, and user training will be refreshed periodically and each time there is a change to software.

Employee proficiency in the systems will be verified before they begin any duties. All employees will fulfill their assigned duties and will learn to interact appropriately with the patient registry, the AMCC website, or the statewide seed-to-sale tracking system. Ala. Admin. Code r. 538-x-4-.05.05. These individuals will undergo pre-employment and pre-commencement IT certification administered by a third-party IT provider, or another as designated by the AMCC, for each database with which they must interact, demonstrating their proficiency in respect to those databases. Ala. Admin. Code r. 538-x-4-.05.05.

11.1.2 - IT for Traceability

We will enter all transactions, account for all inventory, monitor patient purchases and sales, and log other relevant information as may be necessary or appropriate to our business, into the statewide seed-to-sale tracking system pursuant to applicable law. Ala. We will enter all transactions into the statewide seed-to-sale tracking system operated by the AMCC.

In the case of an adverse event or recall, it is important that the processor has the ability to trace to the patient where our products are sold, and also trace back to our material suppliers. This is done in two ways. First all our inventory shall be tracked through the Statewide Seed-to-Sale Tracking System (§ 20-2A-54, Code of Alabama 1975 (as amended)). This system will allow us to trace the source of our raw materials, and also determine which dispensaries acquired and sold our product. Secondly, the dispensaries will keep records to associate product sales to patients also through the Seed to Sale Tracking System, and also maintain patient information through the Alabama Medical Cannabis Patient Registry System . The data we maintain in the tracking system, and any other regulated data, as requested will be accessible to the AMCC, and, to the extent necessary and appropriate, patients and caregivers, qualified certifying physicians, other state agencies, vendors, other licensees, and law enforcement personnel, for all purposes as applicable.

In the event of a recall, our notification protocols will alert other licensees and the AMCC

through our internal inventory system and the statewide seed-to-sale tracking system. If aspects of our IT plan contributed to unsafe conditions requiring a recall, we will analyze and adjust our IT plan and internal protocols and processes to avoid recurrence.

Upon request by AMCC, we will make our facilities, personnel, operations, IT files, test results, and any stored data and documents including in third party systems available for review.

Upon licensure, any third-party inventory and tracking systems, will properly interface with the statewide seed-to-sale tracking system and, as appropriate, with the patient registry. Ala. Admin. Code r. 538-x-4-.05.04. Product tracking information will be updated in our databases at least daily and will be maintained for a minimum of six years (or more if requested by the AMCC, law enforcement personnel, or a court system with jurisdiction over a related matter). Ala. Admin. Code r. 538-x-4-.05.01.

11.1.3 - Coordination of Information and Systems

As applicable, we will coordinate our information and systems with vendors, customers, and others based on our detailed plan to inventory and track cannabis and medical cannabis within the facility and to interface with Patient Registry, the statewide seed-to-sale tracking system. Ala. Admin. Code r. 538-x-4-.05.04.

Working with the statewide seed-to-sale tracking system, we will retain a record of the date, time, amount, and price of each purchase or sale or transfer of medical cannabis to a licensee coordination of which will be paid for and maintained by us. Employees will be trained to ensure real time inventory tracking is performed, and the IT systems and financial systems are up to date, balanced, and accurate.

11.1.4 - IT Maintenance and Review

We will continuously review and when needed, improve our IT system to ensure accurate recordkeeping, compliance with inventory protocols, and coordination of information and systems with vendors, patients, and others, as applicable. Our staff will be responsible for the accuracy and timeliness of data entry to IT systems, vendors will be responsible for

ensuring the proper operation of IT systems. Any identified bugs or data errors will be reported promptly, and a corrective action plan will be implemented as needed to ensure the systems remain error free.

11.1.5 - Compliance with Inventory Requirements

We will designate and provide to AMCC the identity of our tracking system liaison, by name and position, for the purposes of coordinating, monitoring, and updating the Statewide Seed-to-Sale-Tracking System. Ala. Admin. Code r. 538-x-4-.05.06.

The company will bear the cost of technology including systems, RFIDs, barcodes or other software or hardware sufficient to comply with the requirements of § 20-2A-60.

The company will also take all necessary steps to ensure the confidentiality of the information received, maintained, and uploaded to any of the above databases.

11.2 Plan for Maintenance and Storage of Cannabis and Medical Cannabis

Cannabis and Medical Cannabis will, 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.

11.2.1 - Maintenance of Stored Cannabis

We will conduct regularly scheduled maintenance and cleaning of all storage areas to ensure that they are properly maintained and kept in a clean and orderly condition, free from infestation by insects, rodents, birds, and pests. A minimum of once every two weeks, a manager with appropriate clearance will provide access to storage areas and will supervise employees as they perform all necessary maintenance and cleaning. We will perform cleaning procedures outside of business hours so as not to disturb operations.

The vault and secure storage areas will be climate controlled, with specific temperature and humidity settings in place to maintain a cool, dry, and low humidity environment optimal for maintaining the integrity and quality of all medical cannabis and products.

These measures will also prevent conditions in the room from becoming hospitable to potential bacteria or pests, which could potentially further compromise the integrity of the products in storage. Storing our cannabis within strict moisture and temperature controls will mitigate the development of mold or other contaminants on our products that could harm Alabama patients. We will also employ Integrated Pest Management (“IPM”) techniques in all areas where cannabis is stored. Additionally, we will incorporate odor control methods such as filtration and monitoring to detect and prevent excessive odors for escaping storage areas or contaminating other products.

Storage:

Director of compliance will maintain SOPs and training materials that all employees will adhere to related to secure storage requirements. Employees will be trained in security protocols, understand where and how cannabis products are stored, who and how to access secure storage areas, and any restricted access areas, and how to store and maintain in-process materials. For instance, in addition to strict security requirements, products are required to be stored in areas with monitored and controlled temperature and humidity conditions.

Employees may be required to log storage activities in our electronic inventory control system and statewide seed-to-sale tracking system for traceability of all medical cannabis within our facility.

When not in use, we will store all cannabis and cannabis products inside of our enclosed, locked storage room or vault within our facility. Ala. Admin. Code r. 538-x-8-.05.03.m.09. The secure storage room will also be equipped with an industry-standard commercial-grade alarm system to alert of unauthorized entry. Ala. Admin. Code r. 538-x-8-.05.03.m.01.

Managers will supervise all movement of products in and out of the vault or secure storage areas and all products will remain securely locked and stored when not in use.

Whenever cannabis is received, individual batches of cannabis being received for storage,

processing, or testing will be appropriately prepared, tagged or otherwise identified, and inserted in containers at the time of receipt.

Limited Access Areas

To mitigate theft and diversion, the company will designate limited access areas which are limited to essential personnel and exclude visitors. Each employee will be assigned authorized access levels. Our SOPs will identify the personnel with authorization to access our storage areas and will be updated pursuant to change. For example: administration only personnel and visitors may have no access to cannabis unless escorted; operating personnel will have access to in-process products; and high security access is granted to management, security personnel, and others only on a need to have basis. Finished product vault, quarantine, and cash safe are examples of high security areas.

All storage areas will feature key-card access doors with commercial-grade locks and alarms. We will post signage at the entrance to each restricted access area notifying personnel that access is restricted and identifying which employees are permitted to access the area, which will feature locks and alarm systems to notify our facility of any unauthorized entries. Ala. Admin. Code r. 538-x-8-.05.03.m.01. Usable cannabis products and cannabis related items will be highly secured and monitored to prevent theft and diversion. Our surveillance systems will provide 24/7 continuous monitoring of facility entry points and all Restricted Areas such as our usable cannabis storage area. Ala. Admin. Code r. 538-x-8-.05.03.m.04. We will maintain security of usable cannabis and related items by maintaining a secure and locked storage area, logging the quantity and quality of all cannabis and cannabis related products into our inventory management system, limiting and restricting access to authorized personnel, and maintaining a 24/7 video surveillance of the storage area.

Once products have passed testing, undergone packaging and labeling, and are ready for sale to dispensaries employees will move inventory ready for sale from the in-process to the final product storage vault or secured, locked room. Keeping inventory ready for sale separate from other facility inventory serves several purposes to enhance product safety

and inventory security. All products of a batch that are in testing, or have not passed testing will remain in specified quarantined areas, while products that have been tested, packaged, and approved for sale will be in a separate storage area. Products that are in quarantine will be clearly labeled as such, and only trained employees with proper authorization will have ability to move products to another area of the facility, including waste, according to the company's inventory and testing SOPs.

11.3 - Quality Control/Quality Assurance Plan

The company's Quality Control/Quality Assurance Plan is provided as Exhibit 21 in the Application.

11.4 - Contamination and Recall Plan

The company's Contamination and Recall Plan is provided as Exhibit 22 in the Application.

11.5 - Criminal Activity Plan

The company's criminal activity plan details the steps we will take in the event of discovery of criminal activity related to cannabis or medical cannabis within our possession and control. The plan accounts 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 our licensed customers.

We will maintain, review, and update policies to identify and report theft, diversion, or other loss of cannabis or medical cannabis to the AMCC and to law enforcement within 24 hours of the event or its discovery.

If discovered, management will initiate notification and investigation protocols to determine the cause of the criminal activity. We will always comply with all investigations into criminal activity at our facility and will allow Alabama State Law Enforcement Agency,

or a local law enforcement agency to search our facilities and property where there is probable cause to believe that a criminal law has been violated and the search is conducted in conformity with constitutional and state law. Ala. Code § 20-2A-7(f).

We will immediately report to the AMCC and local law enforcement any misconduct on or around our facility including trespassing on our property or unlawful entry into our facility. If a trespasser manages to enter the facility, employees will activate the silent alarm, and contact 911. In the event of an armed robbery, employees will follow the procedures outlined in our Security Plan. After an event, management will conduct an investigation after any facility interior trespassing event to determine how the unauthorized individual gained access to the facility and if diversion or theft occurred. AMCC may notify appropriate authorities regarding any misconduct, and we will cooperate fully in any criminal investigation that may lead to the imposition of charges and penalties against our business or any associated entity or individual.

Upon resolution of any criminal activity, the Compliance Director will update any internal procedures and/or safety protocols to mitigate any further criminal activity in the future. Any illegal activity performed by our employees while on the job and/or onsite or visitors will also be reported to law enforcement in accordance with our security plan.

Criminal Activity Reports

We will develop procedures for notification of the AMCC and law enforcement in accordance with the reporting requirements. Procedures will include when notification is required, who is to be notified, how notification is to occur, and who is responsible for performing the notification. A designated manager will notify the AMCC, ALEA, and local law enforcement immediately after discovering any adverse loss, diversion, theft, criminal activity, or suspected criminal activity at our facility or from any vehicle transporting medical cannabis to or from our facility.

Our employees will be trained to contact 911 in the event of an emergency. In the event of any criminal activity, staff will contact law enforcement having jurisdiction over the area to

report that a crime has been committed. We will keep lists of emergency phone numbers by all landline telephones. We will designate a member of management responsible for immediate notification of local law enforcement and notification of the AMCC within 24 hours of becoming aware of any alarm activation, an event requiring response by public safety personnel, breach of security; or, failure of the security alarm system due to a loss of electrical support or mechanical malfunction that is expected to last longer than 24 hours. All notifications will include details on the reported incident and any corrective measures taken. We will maintain records of all notifications in an auditable form for at least two years after providing the notification.

11.5.1 Employee Safety in Case of Criminal Activity

Employee safety is paramount to our operation. As a cannabis processing facility, we may be targeted by criminals who wish to access either the products or cash that may be stored at our facility. Our employee safety plan outlines our procedures for what to do in the event of a break-in, theft, trespassing, armed robbery, employee criminal conduct, or other criminal activity. Examples of assuring safety and how to respond are as follows:

1. Break-in: If an employee suspects that someone has broken into the facility, do not confront the individual. Instead, call the police immediately in accordance with Alabama Code § 13A-7-2 and provide them with a description of the suspect and any information you have about their location. If you are able to safely do so, gather any evidence that may be useful to the police, such as surveillance footage or fingerprints, in accordance with Alabama Code § 13A-8-190.
2. Theft: If you discover that something has been stolen from the facility, report the theft to the police immediately in accordance with Alabama Code § 13A-8-3. Gather any evidence that may be helpful to the police, such as surveillance footage or witness statements, in accordance with Alabama Code § 13A-8-190. If you have valuable items on site, consider increasing security measures to prevent future thefts in accordance with Alabama Code § 13A-8-11.
3. Trespassing: If someone is trespassing on the property, do not confront them. Instead, call the police in accordance with Alabama Code § 13A-7-2 and provide

them with a description of the individual and any information you have about their location. If you have surveillance footage of the trespasser, provide it to the police in accordance with Alabama Code § 13A-8-190.

4. Employee criminal conduct: If it is suspected that an employee is engaging in criminal conduct, management will take immediate action to protect the safety of other employees and the facility in accordance with Alabama Code § 25-5-11.2. This may include suspending the employee and/or contacting the police. It is important to thoroughly investigate any allegations of criminal conduct and take appropriate disciplinary action as needed in accordance with Alabama Code § 25-5-11.1.
5. Armed robbery: In the event of an armed robbery, the safety of employees should be the top priority in accordance with Alabama Code § 13A-7-2. If possible, cooperate with the perpetrator and follow their instructions to avoid further escalation in accordance with Alabama Code § 13A-8-41. If there is a safe opportunity to do so, call the police and provide them with a description of the perpetrator and any information you have about their location in accordance with Alabama Code § 13A-7-2. If you have panic buttons or silent alarms on site, activate them immediately to alert the police and other employees in accordance with Alabama Code § 13A-7-2.

To prepare for these types of situations, the company will ensure a safety plan is in place and communicated to all employees in accordance with Alabama Code § 25-5-11.2. This will include training employees on how to respond to different types of criminal activity and providing them with the tools they need to stay safe, such as panic buttons and silent alarms in accordance with Alabama Code § 13A-7-2. The company's safety plan will be regularly reviewed and updated to ensure it is effective in protecting employees and the facility in accordance with Alabama Code § 25-5-11.2.

11.6 – Emergency Procedures/Disaster Plan

The Applicant maintains a clear written Emergency Procedures and Disaster Plan, detailing the steps the Applicant will take to ensure the safety of employees and others on the premises, the preservation of cannabis or medical cannabis, and the reasonable efforts to

maintain access to medical cannabis by those who depend on it, in the event of any reasonably foreseeable emergency, or natural disaster that may affect the licensee, its facilities, personnel, products or customers.

The Director of Compliance is responsible for overseeing the training and implementation of the company's emergency management plan.

Emergencies and disasters may include but are not limited to:

- Fire and explosion
- Acts of God including tornados, hurricane, earthquake
- Criminal Activities like robbery, theft or violence
- Emergency Incident Documentation

This document summarizes the emergency management plan. A complete plan will be made available to employees upon hire. All employees shall be trained on the Emergency Management Plan upon hire, and at least annually.

Drills will be conducted to ensure proper procedures are followed.

Fire and Explosion Response

Processing cannabis introduces potential fire and explosion risks. This is because various flammable solvents may be used under pressure to perform extractions of the plant material. The company will take necessary precautions to minimize the chance of fire or explosion, primarily by performing leak detections before and after processing runs, ensuring that all electrical outlets are spark proof outlets, and keeping spark generating items such as lighters, batteries, etc from being in the processing area.

In the event of a fire, the nearest fire alarm will be activated, employees will calmly and orderly exit to the designated area of safe refuge and immediately dial 911 to alert the local Fire Department.

The facility will be equipped with fire safety equipment as required by Alabama Fire code 907 and other applicable local and federal requirements. If a single smoke detector sounds, an employee will immediately investigate the area to determine if there is an actual fire. Hand-held fire extinguishers will be available throughout the facility for those with fire safety training to put out a small fire. If no fire is located, the smoke detector will be inspected for functionality and the alarm company will be notified. If multiple smoke detectors sound, all persons will follow the established evacuation procedure and wait outside at a pre-identified marked location at a safe distance until the Fire Department provides further direction.

According to the Alabama Fire Code, an industrial building that contains chemical hazards is required to have a fire alarm system that meets the following specifications:

- **Detection:** The fire alarm system must include smoke detectors that are specifically designed and approved for use in industrial environments. These detectors should be located throughout the building, including in areas where hazardous chemicals are stored or used.
- **Notification:** The fire alarm system must have a means of notifying building occupants of a fire emergency, such as audible alarms, visual alarms, or both. These alarms should be loud enough to be heard throughout the building, and should be located in a way that ensures that all occupants are able to hear them.
- **Communication:** The fire alarm system must have a means of communicating the location and nature of the fire to the fire department and other emergency responders. This can be done through the use of a central control panel, or through a direct connection to the local fire department.
- **Testing and maintenance:** The fire alarm system must be tested and maintained on a regular basis to ensure that it is functioning properly. This includes testing the alarm signals, checking the batteries, and inspecting the smoke detectors for any signs of damage or malfunction.
- **Emergency lighting:** The industrial building must also have a system of emergency

lighting that is activated by the fire alarm system. This lighting should be located throughout the building and should be sufficient to allow occupants to safely evacuate the premises in the event of a fire.

- **Signage:** The building must also have clearly marked exit signs and evacuation routes that are visible and easily accessible to all occupants. These signs should be illuminated and located in a way that allows occupants to quickly and easily find their way to the nearest exit in the event of a fire.
- **Training:** It is also important for building occupants to be trained on the proper use and operation of the fire alarm system, as well as the proper evacuation procedures in the event of a fire. This training should be provided on a regular basis and should include drills to ensure that all occupants are familiar with the evacuation routes and procedures.

Overall, the fire alarm specification for an industrial building that contains chemical hazards must be designed and installed in a way that ensures the safety and well-being of all building occupants. All fire exits will be constructed so that the path to egress is obvious and direct, and all fire exit doors will swing open in the direction of egress.

Upon receipt of license approval, the processor will engage with a fire safety professional to determine the most appropriate fire protection measures for the specific building and needs. This will include the construction and inspection of fire safety rooms and cabinets, installation and inspection of sprinkler systems, and implementation of other fire protection equipment.

Emergency Incident Documentation and Recordkeeping

Anytime an emergency incident occurs, it will be recorded and stored according to the company's recordkeeping policies and procedures. Incidents will be recorded using an incident report form which captures the following information:

- Date of the incident
- Description of the incident

- Description of any communications with management, emergency services, or the DPS concerning the incident
- Witnesses to the incident
- Name and signature of reporting employee

Emergency incidents will be investigated and will undergo root cause analysis as appropriate to identify ways in which the company can take steps to ensure that the emergency has a reduced risk of occurring again.

All emergency incident reports and subsequent investigations and root cause analyses will be archived and stored for a minimum of 5 years and will be made available to the DPS or other governing bodies or law enforcement upon request.

11.7 - Alcohol, Smoke, and Drug Free Workplace Policy

The company maintains a clear written Alcohol, Smoke and Drug Free Workplace Policy. A version of the policy is also included in the Employee Handbook.

Alcohol, Smoke, and Drug Free Workplace Policy

Purpose:

The purpose of this policy is to establish and maintain a safe and healthy work environment for all employees, contractors, and visitors by prohibiting the possession, use, or impairment by alcohol, tobacco, and illegal drugs including cannabis while on company property or while conducting company business.

Scope:

This policy applies to all employees, contractors, and visitors of the company, regardless of their position or job duties. It applies to all company property, including but not limited to offices, vehicles, and job sites, as well as any company-sponsored events or activities.

Policy:

The possession, use, or impairment by alcohol, tobacco, or illegal drugs is strictly prohibited

while on company property or while conducting company business. This includes being under the influence of alcohol or drugs during working hours, or while operating company vehicles or equipment.

The use of prescription or over-the-counter medications that may impair an individual's ability to safely perform their job duties is also prohibited unless approved in advance by a supervisor or the Human Resources department. Employees who are taking prescription medications that may affect their job performance must inform their supervisor and follow any instructions or guidelines provided by the prescribing healthcare provider or the Human Resources department.

Violation of this policy may result in disciplinary action, up to and including termination of employment.

Testing:

The company reserves the right to require alcohol and drug testing of employees, contractors, and visitors as deemed necessary for the safety and well-being of its workforce. This may include, but is not limited to, pre-employment testing, reasonable suspicion testing, post-accident testing, and random testing.

Employees who refuse to submit to testing or who test positive for alcohol or drugs will be subject to disciplinary action, up to and including termination of employment.

Assistance:

The company recognizes that alcohol and drug abuse can be a serious problem and is committed to providing resources and support to employees who may be struggling with addiction. Employees who self-identify as having a problem with alcohol or drugs and seek help will not be disciplined for seeking assistance, provided that they follow any treatment recommendations and cooperate with the company's efforts to maintain a safe and healthy work environment.

Confidentiality:

All information related to an employee's alcohol or drug abuse treatment will be kept confidential and will only be disclosed on a need-to-know basis to protect the employee's privacy and rights.

Conclusion:

The company is committed to maintaining a safe and healthy work environment for all employees, contractors, and visitors. The possession, use, or impairment by alcohol, tobacco, and illegal drugs is strictly prohibited and will not be tolerated. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment. The company also supports employees who seek help for alcohol and drug abuse and will maintain the confidentiality of their treatment.

11.8 –Employee Safety Plan

The company maintains an Employee Safety Plan in compliance with parallel OSHA standards applicable in workplaces similar to the type(s) proposed by the Applicant.

We will conduct our operations in a safe manner and resolve any risk or action that could pose a clear and present danger to the safety of our employees or stakeholders.

Pursuant to guidelines from OSHA, we will establish an Emergency Response Team that will prepare and maintain our emergency and safety procedures, including general emergency response plans, a fire plan, and

The company will maintain at all times and review at least annually, an employee safety plan that must comply with parallel OSHA standards applicable to similar types of businesses, to the extent such standards can be extrapolated to fit the licensee's workplace.

Employees, who have undergone a criminal background check, will undergo no less than ten (10) hours of continuing education of medical cannabis education and no less than five

(5) hours of safety training that will include safety pertaining to criminal activity. Ala. Admin. Code r. 538-x-4-.04.02.b.

Processing facilities, and specifically hydrocarbon extraction facilities can be hazardous, and it is important to have heightened safety procedures in place to protect employees from potential injuries and accidents. Our safety plan is designed to meet the requirements of the Occupational Safety and Health Administration (OSHA) requirements and ensure the safety of employees at a hydrocarbon extraction facility and chemistry laboratory. Specific procedures will include, but are not limited to:

- Personal protective equipment (PPE): All employees must wear appropriate PPE at all times when working in the facility. This may include hard hats, protective eyewear, earplugs, gloves, and other items as needed. PPE must be properly fitted, maintained, and replaced when necessary.
- Hazard communication: The facility will have a hazard communication program in place to inform employees about the chemicals they may be exposed to and the associated hazards. This may include safety data sheets, labels on containers, and training programs.
- Safety training: All employees must receive safety training prior to operations and on an ongoing basis. This training will cover the specific hazards and risks associated with the facility, as well as the proper procedures for handling and storing hazardous materials. All employees will receive instruction on the facility's Emergency Action Plan ("EAP"), which we will construct to comply with all applicable regulations from the Bureau and the federal Occupational Safety and Health Administration ("OSHA").
- We will adhere to any of AMCC's training programs for processing facilities, and other topics relating to public health and safety and preventing abuse and diversion of medical cannabis.

Emergency response: The facility will have an emergency response plan in place, including procedures for responding to fires, chemical spills, and other emergencies. Employees

should be trained on the proper response to these emergencies, including the use of fire extinguishers and other emergency equipment.

First aid: The facility will have a well-stocked first aid kit and trained first aid responders on site at all times. Designated employees will be trained in basic first aid and CPR, and there should be clear procedures in place for seeking medical attention in the event of an injury.

Machine safety: All machinery and equipment will be properly maintained and inspected regularly to ensure it is in good working order. Employees will be trained on the proper use of all equipment, and safety guards and other protective measures will be taken to prevent injuries.

Slips, trips, and falls: The facility will take steps to prevent slips, trips, and falls, such as keeping floors clean and dry, properly maintaining walkways and stairs, and posting warning signs as needed. Employees will be trained on the proper way to walk and work in the facility to prevent these types of accidents.

Electrical safety: The facility will have a program in place to ensure the safe use and maintenance of electrical equipment and wiring. This may include the use of ground fault circuit interrupters (GFCIs) and other protective measures.

Confined spaces: If the facility has any confined spaces, such as tanks or pits, there must be a written program in place to ensure the safety of employees entering these spaces. This may include the use of protective equipment and the presence of trained attendants.

Hot work: Any hot work, such as welding or soldering, or working near or around ovens, must be carefully planned and properly supervised. The area should be properly ventilated, equipment should be powered down as applicable, and employees should be trained on the proper use of protective equipment.

The company will regularly review and update its safety procedures to ensure they remain effective in protecting employee safety.

Preservation of Cannabis and Maintaining Access:

At all times the company will ensure the proper preservation and maintenance of cannabis and cannabis products. We will maintain a plan, and review at least annually, the plan for optimal storage and maintenance. This includes:

- Maintaining cannabis and medical cannabis in a moisture and temperature-controlled environment;
- The facility will be climate controlled 24/7 to ensure the optimal environment for cannabis products. This will include coolers and/or refrigeration, as needed for perishable products. Cannabis and cannabis products will also be maintained in humidity controlled environment to minimize any risk of microbial contamination; and
- Keeping stored items secure, properly separated and labeled.

11.9 – Confidential Information and Cybersecurity Plan.

This plan ensures confidential information and any records required to be confidentially maintained.

The company will maintain at all times and review at least annually, a plan for securing and maintaining confidentiality as to any and all sensitive information and any records required to be confidentially maintained, including, at a minimum, information and records communicated interpersonally, kept physically, or stored virtually.

We will provide effective controls and procedures to guard against unauthorized access to our electronic systems or our confidential business data. We will create and maintain a plan for maintaining confidential information and providing cybersecurity for sensitive information and we will include within that plan a set of protocols for maintaining the

confidentiality of patient information in accordance with HIPAA arising from or related to our access to the patient registry and/or from any other source. Ala. Admin. Code r. 538-x-8-.05.03.e. Our controls will include methods that protect against electronic records tampering. We will take all necessary steps to confidentially maintain records with any personally identifying or private business information. Ala. Admin. Code r. 538-x-4-.05.07.

We will maintain a compliant and confidential recordkeeping system. They will also perform regular audits of our records and update standard operating procedures (“SOP”) as needed to maintain compliance and accurate recording.

All employee training will include online safety, including how to create strong passwords, avoid dangerous websites, and recognize phishing emails. We will also provide staff with notices of emerging cybersecurity threats, such as software vulnerabilities or new phishing scams. Computer systems updated with an efficient and compliant operating system, software, and firmware updates to patch potential system vulnerabilities. They will also conduct regular analysis of the information technology market to identify promising new security products and detect newly emerging cybersecurity threats.

Coordination of any data with our vendors will be tracked through the state medical cannabis patient registry, if applicable, and seed-to-sale systems, which we will maintain. Ala. Code § 20-2A-35.

We will use tags to facilitate our inventory tracking that include bar codes, QR codes, RFID tags, NFC tags, or other equivalent system for assigning unique numbers to cannabis products. Ala. Code § 20-2A-63(i). This process may require additional hardware specific to scanning digital codes. We will create and maintain plans for upgrading all system software and hardware throughout our dispensary facility. Ala. Admin. Code r. 538-x-4-.07.12.o.01. We will enable automatic system updates on all computers, and systems will be routinely inspected for security. Our financial plan accounts for all software and hardware purchases and their maintenance. Ala. Admin. Code r. 538-x-4-.05.03.

Our cybersecurity plan focuses on minimizing the amount of data we retain and limiting

opportunities for security breaches. We will maintain a complete, accurate, and confidential records of all sales, transfers, and destruction of cannabis products. Each record will include the individual or cannabis business to whom the product is sold or transferred, and the quantity, variety, form, and cost of the cannabis items. Any interactions that we conduct with the Alabama Medical Cannabis patient registry system will be maintained confidentially in accordance with HIPAA. Ala. Code § 20-2A-35; Ala. Admin. Code r. 538-x-4-.07.12.o.09. Additionally, we will privately maintain our employee records including their personal information, resumes, references, payroll details, and job reviews. Our business records can be made available to the AMCC or law enforcement agencies as necessary.

We will consistently utilize rigid recordkeeping practices throughout our facility, and in all business operations. Our SOPs will always be readily accessible at our dispensary facility upon the request of inspectors, the AMCC, or AMCC staff. Ala. Admin. Code r. 538-x-3-.05-.3m.16.i. We will always comply with AMCC inspections and provide access to records as necessary. Ala. Admin. Code r. 538-x-4-.02.02.b.02.

Cybersecurity Plan

Cybersecurity is an essential aspect of running a small business, particularly for businesses that in the medical or pharmaceutical industry that may handle sensitive patient information. Failing to properly secure a company's computer network can lead to data breaches, loss of confidential information, and damage to the company's reputation, and the reputation of the medical cannabis program overall. Therefore, the company will implement a comprehensive cybersecurity plan to protect their networks and the sensitive data they handle.

In this cybersecurity plan, we outline the steps that we will take to ensure that the network security meets the standards set by the International Society of Automation (ISA) and the International Electrotechnical Commission (IEC) standard ISA/IEC 62443.

Step 1: Implement a secure network architecture

The company will retain a third party to install the company's network, and ensure the network built for the business will be secure. The next step is to implement a secure network architecture. This includes designing the network in a way that is resistant to attacks, such as by using secure protocols, firewalls, and virtual private networks (VPNs). It is also important to segment the network, so that different areas of the network are isolated from each other, which can help to prevent the spread of malware or other threats. The third party will verify that there are any vulnerabilities or risks that have been identified using vulnerability scanners, performing a security audit, and penetration testing.

Step 2: Safeguard hardware and use secure passwords and authentication

We will take measures to safeguard devices, including ensuring that confidential data is not stored on unsecured, portable devices including USBs.

One of the most common ways that hackers gain access to networks is through weak passwords and poor authentication practices. To prevent this, it is essential to use strong passwords and to enforce password policies, such as requiring regular password updates and prohibiting the use of easily guessable passwords. The company will also use two-factor authentication, as applicable, which requires an additional form of identification in addition to a password to access the network.

Step 3: Regularly update software and systems

Hackers often exploit vulnerabilities in software or systems that are not kept up to date. To prevent this, it is essential to regularly update all software and systems on the network, including the operating system, antivirus software, and any other applications that are used. It is also important to keep all security patches up to date to ensure that the network is protected against the latest threats.

Step 5: Train employees on cybersecurity

Employees are often the weakest link in a company's cybersecurity defense, as they may not be aware of best practices or may inadvertently expose the network to threats or data

breaches. To prevent this, it is essential to provide employees with cybersecurity training, including information on how to identify phishing attacks, how to create strong passwords, and how to protect sensitive data.

Step 6: Implement a disaster recovery plan

Even with the best cybersecurity measures in place, it is still possible for a network to be compromised. Therefore, it is essential to have a disaster recovery plan in place to ensure that the business can continue to operate in the event of a cyber attack or data breach. This plan should include procedures for restoring the network, preserving data, and communicating with customers and employees.

Step 7: Monitor the network

Finally, it is essential to continuously monitor the network to identify any potential threats or vulnerabilities. The company may use security tools such as intrusion detection systems and log management software, which can alert the business to any unusual activity on the network. The company will also engage with an IT vendor to perform regular audits and assessments.

11.10 – A plan for tracking and proper disposal of waste cannabis or medical cannabis

The processing facility will generate waste products including office and paper and plastic packaging waste, processing chemicals, byproducts of the processing process, and cannabis products. The company will ensure that waste is appropriately recycled, safely handled, properly disposed, and in the case of cannabis waste, rendered unusable and tracked prior to leaving the facility.

The company will comply with § 20-2A-52, Code of Alabama 1975 and a plan for waste disposal and sanitation related to the processing of usable cannabis and cannabis items, which shall include plans for the disposal of any hazardous materials, wastewater, or any other industrial or agricultural waste materials.

Destruction and Disposal of cannabis

When a license holder disposes of or destroys cannabis, the license holder shall destroy it and render unusable and shall create and maintain a written record of the disposal of the cannabis by the cannabis business and weigh the cannabis and update it in the inventory prior to disposal or destruction. This includes expired or defective products, recalled products that were directed to be destroyed by the commission, surplus products, or products that otherwise do not meet our quality standards.

The method of destruction may include-

- Identifying and logging tag numbers from any cannabis product to be destroyed
- Separating cannabis product from any packaging, and destroying or recycling the packaging
- Weigh, inventory, and document the sample
- Incineration
- Rendering the cannabis product unusable by mixing it thoroughly with sand, cat litter, office waste, or a solvent.
- Maintaining the waste in locked bins.
- Perform all waste activities in clear view of video surveillance.
- Update the cannabis tracking system to indicate the disposal.

If a license expires without being renewed or is revoked, or the business closes, the processor will:

1. Immediately discontinue any production or sale of cannabis items;
2. Weigh any cannabis in its inventory and update it in the inventory prior to disposal or destruction;
3. Destroy or dispose of all unused cannabis or surplus inventory in its possession by providing it to the Commission for destruction within 72 hours of the license expiring; and
4. Create and maintain a written record of the disposal of the cannabis in the state track and trace system.

After destroying the cannabis, the license holder shall notify the Commission, in writing, of the amount of cannabis destroyed, including the form, weight, quantity, and any other information requested by the Commission.

Waste Removal

Waste will be sorted according to type (recyclable, hazardous solids, hazardous liquids), and placed in appropriate containers. A waste removal service will be engaged to provide regular trash removal. Hazardous waste will be removed by a qualified hazardous waste removal vendor.

Any toxic or hazardous waste will be disposed of in accordance with local, State and OSHA rules, and under the guidance of the general manager.

All cannabis waste and unusable product will be weighed, recorded, and entered into the inventory system before rendering it unusable while under surveillance. All waste and unusable cannabis concentrates, and cannabis-infused products will be recorded and entered into the inventory system before rendering it unusable. Verification of destruction of recalled product shall be performed by a Director of Compliance or CEO

Waste products will be disposed of and documented in accordance with the company's waste management procedures.

11.11 - Security Plan

The company's detailed Security Plan is provided as Exhibit 17 in the Application.

Exhibit 12 – Policy and Procedures Manual

Verification

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

Printed Name of Verifying Individual

Director
Title of Verifying Individual

Signature of Verifying Individual

12/29/2022
Verification Date

Redaction Declaration

The names, addresses, telephone numbers, dates of birth, social security numbers, and financial account amount and numbers are all protected from disclosure as personally identifiable information under federal law and the laws of the State of Alabama. *See* The Privacy Act of 1974, 5 U.S.C. § 552a; *see also* Alabama Data Breach Notification Act of 2018, Ala. Code (1975) § 8-38-1 *et seq.*

The trial and appellate courts in Alabama have similarly adopted rules that limit disclosure of such personally identifiable information in documents filed with the courts. *See* Ala. R. App. P. 56, *Redaction of Personal Identifiers in Documents filed with the Appellate Courts* and Ala. R. Civ. P. 5.1, *Privacy Protection for Court Filings*.

With regard to our security plan and building plans, the Alabama Public Records Law exempts from disclosure “. . . records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures . . . the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare . . .” Ala. Code § 36-12-40 (1975).

Introduction

In response to the AMCC Processor application, this document provides a summary of the Company's Policies and Procedures, which are more than 50 pages long and many are in process. The company's policies and procedures collectively form a manual is a valuable resource for employees, as it provides clear guidance on how to conduct themselves and their work in accordance with the organization's values and goals. A full set of policies and procedures will be available after licensing.

The company's policies and procedures include the following categories:

1. Business Plan and Employee Handbook
2. HR Policies and Procedures
3. Financial Controls, Policies and Procedures
4. Security, Health and Safety Plans and Procedures
5. Facility and Operational Policies and Procedures
6. Sales, Marketing, and Administrative Policies

Policies and Procedures, Generally

The company's policies and procedures will be established and used as a basis for training for all employees. prior to beginning work. Employees will be trained to the policies and procedures as applicable to their role. See also Exhibit 15 Standard Operating Plan and Procedures.

Responsibilities and Training

The company's policies and procedures will be maintained by the company's compliance team, approved by company leadership, and all employees are responsible to comply with the policies and procedures, along with any applicable rules and regulations. Employees will be trained on the policies and procedures to begin work, at any time the policies and procedures are revised, and also periodically, such as annually.

Continuous Improvement

Exhibit 12 – Policy and Procedures Manual

Throughout the stages of company development, growth, and operations, policies and procedures will necessarily change to reflect the current business strategy, legal and regulatory environment and requirements, degree of need for. Further, as an organization dedicated to quality, we anticipate that the company's policies and procedures will be revised periodically to support continuous improvement.

Business Plan

The company's business plan provides a high-level framework for company strategy. While it is not a policy document per se, it provides the foundation for the policies and procedures of the company. The business plan will be continuously revised as the company's strategy is refined. The business plan is provided separately in this application.

Employee Handbook - Summary

Employees are provided an Employee Handbook upon hire. The Company's Handbook is also provided elsewhere in this application, and includes the following sections:

- *Introduction*
- *Employment*
- *Code of Conduct*
- *Compensation*
- *Benefits*
- *Attendance and Time Off*
- *Continuing Education*
- *Workplace Safety and Security*
- *Crime Prevention*
- *Workplace Guidelines*
- *Health, Safety and Security*
- *Workplace Guidelines*
- *Employment Separation*

Every employee is required to acknowledge through signature that they have read and understand the company's employee handbook. In addition, they will be required to pass a test on the employee handbook material. Employees are also required to sign any time the handbook is updated.

HR Policies and Procedures

The company's HR policies are related to hiring, promotion, performance evaluations, and other HR-related matters. HR policies and procedures will be maintained by the company's

HR Director.

Financial Policies, Procedures and Controls

The company's CFO will be responsible for maintaining the company's financial policies and controls. The company's financial policies and procedures ensure that its financial operations, including budgeting, purchasing, and expenses are conducted in a responsible, transparent, and ethical manner. Some examples of financial policies may include:

- *General Accounting Policies*
- *Budgeting and planning*
- *Expense management*
- *Purchasing Policies*
- *Travel*
- *Financial reporting*
- *Internal controls*
- *Conflict of interest*
- *Tax (See also Exhibit 6)*
- *Financial Recordkeeping*
- *Cash Handling (See also Exhibit 14)*
- *Banking Policies*

Health and Safety Policies and Procedures

As a company that has particular safety hazards, the company will have an extensive set of policies and procedures to cover safety and health. The Employee Handbook provides high level guidance for health and safety. In addition, specific policies and procedures will be maintained that provide guidance to ensure safety in the laboratory.

These include:

Safety, generally includes:

- *Safe Office Policy*
- *Non-Smoking Policy*
- *Drug and Alcohol Policy*
- *Reasonable Accommodations Policy*
- *Workplace Violence Policy*
- *Safe Driving Policy*
- *Inclement Weather Policy*
- *Injury and Accident Response and Reporting Policies*

Safety on the Production Floor includes policies and required training in the

following areas:

- *Safety & Health Training Policies*
- *Equipment Policies*
- *PPE and Safety Equipment Policy*
- *Chemical and Gas Safety Policies*
- *Fire and Emergency Policies*
- *Emergency Action Plan*
- *Safety from Physical Hazards*
- *OSHA Compliance Policy*
- *Crime Prevention Policies*
- *Policy for Use of Panic Buttons and Alarms*

Security Procedures

The Handbook includes the company's policies on security.

- *Security Policies, Procedures and Training*
- *Keys and Access Policy*
- *Video and Audio Surveillance Policy*
- *Motion Detection*
- *Visitor Policy*
- *Badge Policy*
- *Information Security/Cybersecurity*

Product Development and Manufacturing Policies and Procedures

The company has developed and will continue to develop operating procedures, training guides, checklists, and other tools that guide and instruct the manufacturing processes. A sample of materials include:

- *Equipment use and operations*
- *General formulation methods and procedures*
- *Equipment use and operations*
- *SOP for Closed Loop Extraction*
- *Procedures for non-hydrocarbon Extractions*
- *Procedure for Short Path Cannabinoid Distillation*
- *Isolating carboxylated cannabinoids from non-carboxylated cannabinoids:*
- *Decarboxylation using Rotovap SOP*
- *Distillation of Ethanol from Winterized Solution*
- *WFMS-type distillation procedure*

- *Extraction: This category might include SOPs for various extraction methods, such as short path distillation, long path distillation, and CO2 extraction.*
- *Formulation and preparation of ingestible products*
- *Formulation and preparation of topical products*
- *Production of Capsules and Softgels*
- *Equipment operations: extractors and distillation columns*
- *Equipment operations - mixes, sonicators, laboratory scale, centrifuge*
- *Product Packaging Specifications*
- *Packaging: This category might include SOPs for properly packaging and labeling finished products for sale.*

Quality Management System Procedures

- *Quality Manual*
- *GMP Processes and Procedures*
- *Quality Monitoring Procedures*
- *Sampling and Testing Procedures*
- *Homogeneity and Process Validation Sampling and Testing Methods*
- *Microbial Contamination Prevention and Test Procedures*
- *Supplier validation Requirements and maximum contamination action limits*
- *Vendor Qualification Procedures*

Sales, Marketing and Administrative Policies

The company will maintain other policies including:

- *Accounting and Point of Sale Policies and Procedures*
- *Recordkeeping, IT, and Confidentiality Policies*
- *Marketing and communication policies*
- *Procurement Policies*
- *Hazardous waste management and disposal*
- *Industrial hygiene procedures*

Exhibit 13 – Production and Manufacturing Process

Verification

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

Printed Name of Verifying Individual

Director
Title of Verifying Individual

Signature of Verifying Individual

12/30/2022
Verification Date

Redaction Declaration

The names, addresses, telephone numbers, dates of birth, social security numbers, and financial account amount and numbers are all protected from disclosure as personally identifiable information under federal law and the laws of the State of Alabama. *See* The Privacy Act of 1974, 5 U.S.C. § 552a; *see also* Alabama Data Breach Notification Act of 2018, Ala. Code (1975) § 8-38-1 *et seq.*

The trial and appellate courts in Alabama have similarly adopted rules that limit disclosure of such personally identifiable information in documents filed with the courts. *See* Ala. R. App. P. 56, *Redaction of Personal Identifiers in Documents filed with the Appellate Courts* and Ala. R. Civ. P. 5.1, *Privacy Protection for Court Filings*.

With regard to our security plan and building plans, the Alabama Public Records Law exempts from disclosure “. . . records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures . . . the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare . . .” Ala. Code § 36-12-40 (1975).

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Introduction

Our processing facility will be built in a new, state of the art facility. However, the company is not new to processing oils from cannabis plants. As an existing processor of hemp oil, we already have the experience, equipment, and methods to create high quality tinctures and oils that is the basis for our business. Our goal is to not only produce the highest quality products, but to make them priced in a way that is accessible to patients. Many qualifying patients are disabled, elderly, unemployed due to their illness, or already burdened with the high health costs of their condition. We strive to make products accessible by initially limiting the number of product types to a few standard sizes and quantities of tinctures and gel cubes that will serve the needs of the most patients. Secondly, we will continue to build out our processing facility in a way that is highly scalable, to reduce marginal cost of production. Also, we will focus on using extraction technologies such as Ethanol and BHO extraction, which are far more cost effective and have higher throughput (not to mention safer from an employee perspective) than CO2 extraction methods.

13.1 Types of medical cannabis to be produced

The company has extensive experience producing hemp-based (CBD) oils and tinctures. Converting the technical operations from CBD to THC containing cannabis will require very little additional work. The products will be released in the following phases:

Phase I:

- Oral tinctures including:
 - 3,000 mg full spectrum oil in 2 oz bottles w/60 servings at 50mg per mL
 - Formulations of High THC, High CBD (10:1) and 1:1 THC: CBD products
- Topical preparations such as gels, oils and creams
- Liquid or oil for administration using an inhaler, not for combustion
- Soft gel oral capsules
- Non-sugar-coated rectangular gel cubes.
- Non-sugar-coated rectangular gel lozenges

We initially intend to provide tinctures in different ratios.

Full THC Distillate

1:1 CBD:THC ratio

10:1 CBD:THC ratio

Phase II

- Suppositories
- Transdermal patches
- Nebulizers
- Inhalers
- Tinctures with targeted minor cannabinoids such as CBN, CBG, THCV, etc.

The company will secondarily evaluate and formulate additional products, and produce them as demanded by the market:

In accordance with AL The facility will not produce products that are

1. Raw plant material.
2. Any product administered by smoking, combustion, or vaping.
3. A food product that has medical cannabis baked, mixed, or otherwise infused into the product, such as cookies or candies.

If the AMCC expands the product types that can be brought to market, the company will add new products accordingly.

13.2 Manufacturing processes and methods

The company will continue to develop a library of SOPs and methods to suit the company's manufacturing operations. The leadership team and engineers made a careful evaluation of the equipment and methods that is best suited for these purposes,

Cannabis Oil Extraction Process:

The company will produce oils in two primary ways to reach its initial goal of 750 kg/year of concentrate product. This outputs correlates to an average extraction rate of roughly 8 pounds per hour processing capability for 40 hrs per week, 50 weeks per year.

- 1) Ethanol extraction with Falling Film Evaporator (FFE) for solvent separation. The FFE has a thin film that flows through a heat exchanger to evaporate ethanol and leave behind cannabis extract.

Benefits of FFE include Ethanol extraction is cost effective, highly scalable, and allows for the bulk extraction and high throughput. Potential for use with other solvents besides Ethanol

Current throughput: a continuous operation that can process 6 lbs/hour of dried flower. The company plans to install additional chiller capacity to increase throughput to 10-20 lb/hour. The company is also in the design phase of an FFE that has a capacity of 60-100 lb/hour.

We anticipate approximately 70% of the company's products will be extracted through FFE and will vary depending on market demand.

A sample SOP for the FFE process is included at the end of this document.

- 2) Closed loop hydrocarbon extraction using butane

The benefits of this method are Butane extracted concentrate is considered a more refined oil because butane has less affinity for the non-desirables of the plant such as chlorophyll due to its non-polar state.

Current Throughput. BHO processor currently has the capacity to operate 4 runs per 8 hours shift, 12 lbs per run. The equipment can be easily scaled by adding more columns and increasing solvent tank sizes.

- 3) To stay within the goals of the company to have an efficient operation, we will not initially implement CO2 extraction technology. However, in the future, should the market demand it, we will evaluate the technology. CO2 extractors are effective at isolating cannabinoids but operate at much higher pressures and temperatures - which require considerable safety concerns, and have lower throughput. This

brings additional safety risks that will need to be mitigated before incorporating CO₂ into the manufacturing process. This technology is also expensive and is difficult to scale.

Overall, the two systems chosen, butane and ethanol, can provide the extraction products needed to supply the market but CO₂ may also be added at a later time to further enhance the operation.

Distillation Process

The outputs of the processes above are often referred to as crude oil extract. This crude oil typically has around 40%-60% cannabinoids, plus additional non desirables such as plant matter, natural fats, and lipids.

The next step in the process to further refine the crude oil is distillation to separate cannabinoids from the crude oil undesirable compounds. Distillation can also be used to separate individual cannabinoids, some cannabinoids boiling points are too close and will require further an additional process to separate.

The company currently has two wiped film distillation units to further distill its crude oils and to separate cannabinoids at different boiling points. This same purification process and equipment can be used for various cannabinoid operations such as CBD distillation, plus similar processing of THC, CBG, CBC, etc.

In wiped film processes, feed material is delivered from a feed flask or a pump into the inner wall of a vertical cylindrical evaporation section, heated from the outer wall, (either electric resistance or circulating hot fluid jacket type). Internally, rotating diagonally slotted wipers force liquid around and downward in a highly turbulent, thin film on the inner wall. The moving liquid is heated via conduction through the wall. During the quick journey downward, lighter (lower boiling point) fractions of the liquid begin to vaporize. Heavier residue material (Chlorophyll, large lipids, salts, sugars, heavy wax fractions), does not evaporate and continues the travel down the full length of the still body, falling into a

residue receiver flask or discharge pump.

Within the evaporation body there is a vertical internal condenser positioned central, parallel, and close to the full length of the cylindrical evaporation surface, providing a short path for evaporated vapor molecules traveling from the heated surface to the condenser surface. For cannabinoid distillation, the internal condenser fluid must be kept elevated (~70°C) to prevent high viscosity or freeze-up of the condensed THC, CBD, and other component vapors.

This all happens with high evaporation efficiency and within a number of seconds, (instead of hours of high-temperature exposure in batch type “short-paths”), and under vacuum-lowered temperatures, thus minimizing any possibility of product degradation.

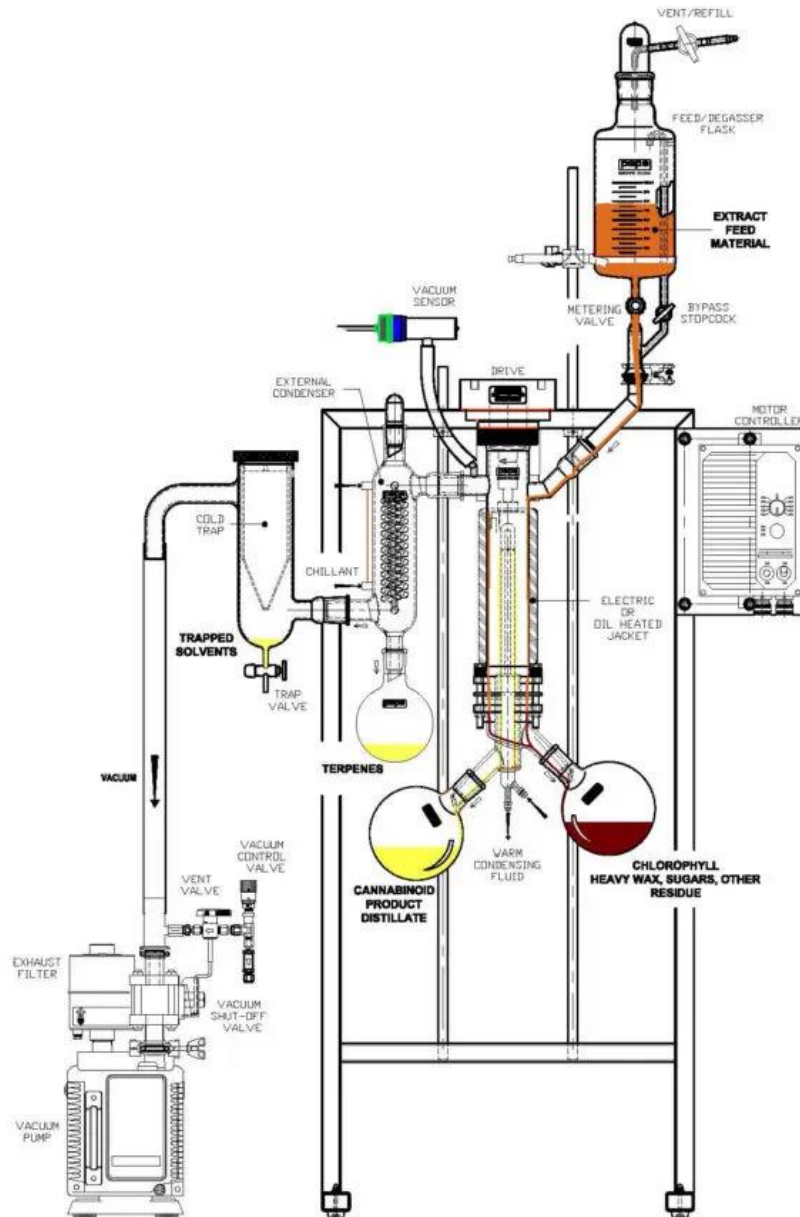
Prior to the cannabinoid distillation pass through the wiped film still, there is a first pass in which terpenes and any other lighter end components are removed by distillation from the feed material and collected as a distillate. The terpenes and other light components can be condensed in the internal condenser and an optional external condenser. The residue from this pass is collected in a different flask or vessel until all the feed material has been depleted. The residue contains the cannabinoids and heavy compounds, and this fraction will then be fed through the still again as a second pass as has been previously described. This first pass boosts the cannabinoid percentage and decreases the volatility of the feed material such that the cannabinoid distillation pass will behave better, resulting in optimized purity and yield.

While cannabinoids are caught and collected by the internal condenser, a different, external condenser, maintained at a chilled temperature, can capture terpenes (which are lighter than cannabinoids). The terpene isolate is then collected in another, separate receiver flask. Depending on the composition of the feed material and the goals of the operator some quantities of terpene isolation are obtainable which can be very useful for various product formulations. Any remaining vapors which escape both the internal and external condensers, and which may contain small amounts of solvents, water, or lighter terpene

components, are collected in a cold trap maintained at an ultra-low temperature. The trap serves the purpose of maintaining lowered vacuum levels in the still system and protecting the vacuum pump from contamination from the light vapors. This can yield distillates upwards of 90% cannabinoid content purity that can be used in many types of products. Wiped-Film technology takes advantage of the fact that each cannabinoid has a characteristic vapor pressure. It is this relative difference in vapor pressures that dictates how easily a complex compound can be separated into its constituent components.

Since the molecules of all matter are in constant motion in varying degrees, depending upon the chemical composition of that matter and the temperature and pressure applied to it, molecules near the surface tend to escape into the surrounding atmosphere. As temperature increases and pressure decreases, this escaping tendency usually increases, and the substance is said to vaporize.

The force generated by these escaping molecules is referred to as the vapor pressure of that material at a particular temperature and pressure. It is the relative difference in vapor pressure of substances that dictates how easily a complex compound can be separated into its constituent compounds. (See below, example of a wiped film distillation unit)

Figure 1: Sample Distillation Unit Schematic

Cannabinoid Isolation Process

Once the crude oil extract has been refined to distillate it then can go through another process known as isolation. The remaining cannabinoids that have very close boiling points can then be separated and isolated for greater purity up to 99% using Green Acres proprietary knowledge (please see COA for 100% CBD ISOLATE we produced using our

current extraction technology). Ultimately the company will offer a broad product line from isolates, broad spectrum products, in addition to individually focused cannabinoid products such as CBD, CBG and CBN.

Terpene Expression

Terpenes are naturally occurring chemical compounds found in plants and some animals. They're responsible for the aromas, flavors, and even colors associated with various types of vegetation. In terms of cannabis, terpenes are what make certain strains smell or taste different from others. The extraction process typically separates terpenes out of the process. future R&D efforts may lead to maintaining the integrity of terpenes, including potential to capture and reintroduce terpenes into the final products.

Processed Products

Below is a summary of the products and manufacturing processes and methods to be utilized to produce each product, including the machinery, equipment, materials, and personnel necessary to produce each product.

At the core of all our products is a high-quality cannabis oil extract. The extract is produced through hydrocarbon and ethanol extraction. Then, the crude extract is refined into a distillate, that is then purified for use in other products.

Oil Tinctures

The company's primary product will be Oil Tinctures. The tinctures will be formulated with 1% purified distillate, 99% a carrier oil such as MCT oil (derived from coconut), or avocado oil. Refer to 13.4 for ingredients list.

Topical Preparations

Purified distillate is one ingredient in topical preparations including lotions, creams, and gels. Refer to 13.4 for ingredients list.

Gel Cubes

The company plans to manufacture gel products. The company has already begun R&D efforts in creating gel cubes that contain CBD cannabinoid oils and have a recipe and manufacturing process underway. The company will continue R&D effort to optimize formulation of non-sugar-coated gummies. The company will partner with established companies to identify formulation improvements for gel products.

Refer to 13.4 for ingredients list.

Softgel Capsules

Purified, decarboxylated distillate will be made into softgel capsules using vendor supplied production equipment.

Refer to 13.4 for ingredients list.

Transdermal Patches

Research shows that transdermal delivery is a highly effective method of delivering cannabis to the body, as it directly enters the bloodstream. This is why transdermal products are so effective. And it is also backed by significant research.

The company intends to partner with Mary's Medicinals, the world's largest and most respected topical patch maker for cannabinoids to formulate and develop topical patch products. the company produces and licenses a wide array of high-quality topical patch products including THC, CBD, CBN, THCV and other products specifically formulated for the medical market.

With optimized bioavailability, Mary's products offer a reliable, consistent dosage. Like all medicines, an individual's dosage is based on many factors, such as age, body composition and diagnosis.

Aerosol Inhalers

The company's technical team and engineers will evaluate products for inhalers in the future. Market research suggests aerosol inhalers for THC has a low market demand,

requires a unique formulation, and requires costly packaging equipment to implement. Keeping with our strategy to scale and minimize the number of product skus

Suppositories

Provide an alternative delivery mechanism that is commonly used with terminal patients who are unable to swallow or unresponsive, and/or patients are seeking specific localized relief. Market data shows the demand for suppositories for medical use is relatively low. Production will require specialized equipment and unique packaging. We will evaluate these products further, but in our pursuit of ensuring a highly efficient operation - so we can we instead focus our product development efforts on tinctures and gel cubes and make those accessible to patients at an affordable price.

13.3 Plans to ensure safety of personnel and facilities

Extraction facilities come with particular safety concerns given the nature of the equipment, solvents, and temperatures and pressures that the machines operate at. Primary safety concerns are risk of fire and explosion, as well as exposure to solvents and other chemicals, and general industrial workplace hazards.

The company has developed and will continue to refine a library of safety policies, as described in the Employee Handbook, and in Safety and Health policies. the company is also subject to stringent safety requirements by multiple authorities including OSHA Our employee handbook and employee policy manual reference the safety and security policies and procedures to implement including:

Our safety related policies and procedures and training cover the following topics:

- *Office Safety*
- *Non-Smoking Policy*
- *Drug and Alcohol Policy*
- *Workplace Violence*
- *Driving Safety*
- *Inclement Weather*
- *Injury and Accident Response and Reporting*

Safety on the Production Floor includes policies and required training in the following areas:

- *Safety & Health Program Training*
- *Qualified Personnel Only*
- *Equipment Lock Out/Tag Out*
- *PPE Required*
- *Safety Equipment Provided*
- *Chemical and Gas Safety*
- *Crime Prevention Policies*
- *Min. Number of Employees Onsite*
- *Security Systems Required*
- *Access Control*
- *Reporting Criminal Activity*
- *Security Policies, Procedures and Training*
- *Keys and Access*
- *Fire/Explosion Protection Plan*
- *Emergency Action Plan*
- *Safety from Physical Hazards*
- *OSHA Compliance*
- *Panic Buttons*
- *No Diversion*
- *Lighting*
- *Securing Facility*
- *Robbery Awareness Training*
- *Security Training*
- *Video and Audio Surveillance*
- *Motion Detection*
- *Visitor Requirement*

In addition, the facility is subject to safety inspections, monitoring, and regular fire drills.

13.4 List of formulae and ingredients

Below is detailed list of formulae and ingredients for each medical cannabis product, including a list of all excipients to be utilized in the manufacture of each product, and the purpose served by each. We note that a key to our success in hemp, and part of our strategy to reduce cost, is to keep formulations simple and natural.

The company chose MCT oil as its carrier in tinctures because it is broadly available, inexpensive, stable, has good flavor, and is well established in formulations. The company will choose ingredients that meet GRAS criteria (generally recognized as safe), per FDA.

Excipients from Extraction Process

In all products, excipients may include solvents used in the extraction process. For example:

Food grade ethanol (CAS 64-17-5) - Solvent used for ethanol extraction

Iso-Butane (CAS 75-28-5) - Solvent used for closed loop extraction

In the final product, solvents will be removed, and verified through Residual Solvent testing.

Tincture

Cannabis Distillate

Organic MCT Oil,

Natural Flavors, as allowed

Gel Cubes

Cannabis Distillate

Gelatin and/or pectin

Natural flavors (peach)

Soft gels Capsules

Cannabis distillate

Organic MCT Oil

Softgel Capsule. Ingredients in a softgel capsule may vary depending on the capsule type and manufacturer we choose. Capsules are typically made of gelatin or pectin, and also contain coloring agents, preservatives and surfactants.

Topical Lotion

cannabis distillate

MCT Oil

Other carriers, stabilizers

Natural fragrances, to be developed

lotion ingredients are in development - in development

Free of Contaminants

Cannabis acquired for extraction will have been tested and demonstrated to contain less than regulated detectable amounts of contaminants including pesticides, growth regulators, and heavy metals. Also, the company may perform R&D tests on ingredients such as MCT oil and gelatin to ensure it is free of contaminants.

However, during the extraction process, the chemical components of the plant matter may be concentrated in the ratio by which it was concentrated. this means any trace contaminants that may have existed in the plant matter, and passed testing, could be increased by ten or fifteen times after concentration through extraction.

Most of this will be offset with dilution from MCT oil or gelatin, however the oil itself may also contain certain trace contaminants.

Final product will be tested to ensure it is free from all contaminants, and if detected the company will consider the effects of processing to amplification of trace contaminants, and also test source material.

13.3 Additional Notes on Exhibit 13

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change. In particular, we anticipate the production and manufacturing processes may change as the company continues to develop and refine its methods and formulae.

Exhibit 1 - Example Operating Procedure

Standard Operating Procedure

Falling Film Evaporator

Purpose

The purpose of this standard operating procedure is to ensure that the Falling Film Evaporator (FFE) is operated in a safe and efficient manner from start-up to shut down of the system.

Scope

This document describes the steps required to start up the system, dial into operating parameters, safely shut down, and clean the system.

Responsibility

It is the responsibility of operations management to ensure all FFE operators are trained to operate the system and follow procedural steps in a safe and efficient manner.

It is the responsibility of operations management to ensure FFE operators have all consumables and PPE needed available for the specified operations.

It is the responsibility of the FFE operator to ensure all procedural steps are followed in the operation in a safe and efficient manner and to communicate any questions or concerns with management prior to any deviation of the operating procedures.

It is the responsibility of the FFE operator to ensure the system is shut down and cleaned after every operation.

It is the responsibility of the FFE operator to inspect systems and components are in working order prior to startup operation.

Start Up Procedure

- Seal the FFE by closing all inlet and outlet valves.
- Turn on the vacuum pump to begin pulling vacuum on the system.
- Once Vacuum reaches -13 PSIG Open hot water and cold-water circulation valves.
- Wait until vacuum level, Hot water, and cold-water temperatures have stabilized.
- Once conditions have stabilized, turn on the solution inlet pump and open the solution inlet valve to 25%.
- Monitor vacuum level and visually inspect oil viscosity in sight glass to determine inlet feed rate. Feed rate is optimized when a syrup like viscosity is observed in the sight glass. If solution is too thin like water running through sight glass the feed rate must be decreased until syrup like viscosity is achieved.
- Once syrup viscosity is achieved the sensor data should stabilize and the system can be actively monitored as product is entering the holding tanks.

Discharging Recovery Tanks

When holding tanks have reached capacity the tank will be emptied while the system remains in operation.

- To empty the solvent tank, close the solvent tank inlet valve to isolate it from the FFE vacuum.
- Open the solvent holding tank vent valve to bleed the vacuum pressure from the solvent holding tank and open outlet valve.
- Turn on the solvent return pump to return the solvent to the cold storage tank.
- Once FFE solvent tank is empty turn off the solvent return pump and close the outlet valve.
- Open the vacuum valve to pull vacuum on the holding tank to return to system vacuum before opening tank inlet valve and allowing solvent to continue filling the holding tank.
- System will continue to operate until the solvent tank needs to be emptied again and then repeat steps 8-12

- To remove concentrate product use the same sequence as the solvent release process but using the concentrate holding tank. This allows continuous use of the FFE until system shutdown.

System Shutdown

- For system shutdown, close extractant inlet valve and wait for hot and cold systems to stabilize with no change in temperature at inlet and outlet to ensure all remaining product has passed through the system.
- Close off hot and cold circulation loops at the inlet valves. Close vacuum valve and turn off vacuum pump.
- Open filtered vent valve to release vacuum from the system.
- System is now safe and ready for startup for the next operation.

System Cleaning in Place

- Open cleaning tank valve and turn on feed pump into FFE
- Turning on inlet pump to max feed and flush system for 10 minutes with cleaning solution.
- Cleaning solution will cycle through all stages of the system including holding tanks on first pass
- Second pass using new cleaning solution will cycle through the system for 5 minutes until all new inlet cleaning solution is clean after passing through and indicating system cleaning point has been reached.
- Once clean point is reached the system will be fully drained by opening all outlet valves and turning on discharge pump.
- Once fully drained the system will be isolated by closing all inlet and outlet valves and all control systems shut down.
- System shutdown is now complete and ready for next start up operations to begin by following the start up procedure.

Exhibit 14 – Machinery and Equipment

Verification

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

Printed Name of Verifying Individual

Director
Title of Verifying Individual

Signature of Verifying Individual

12/30/2022
Verification Date

Redaction Declaration

The names, addresses, telephone numbers, dates of birth, social security numbers, and financial account amount and numbers are all protected from disclosure as personally identifiable information under federal law and the laws of the State of Alabama. *See* The Privacy Act of 1974, 5 U.S.C. § 552a; *see also* Alabama Data Breach Notification Act of 2018, Ala. Code (1975) § 8-38-1 *et seq.*

The trial and appellate courts in Alabama have similarly adopted rules that limit disclosure of such personally identifiable information in documents filed with the courts. *See* Ala. R. App. P. 56, *Redaction of Personal Identifiers in Documents filed with the Appellate Courts* and Ala. R. Civ. P. 5.1, *Privacy Protection for Court Filings*.

With regard to our security plan and building plans, the Alabama Public Records Law exempts from disclosure “. . . records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures . . . the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare . . .” Ala. Code § 36-12-40 (1975).

The company currently operates an extraction lab at the Shoals Business Incubator. Much of the equipment will be repurposed for use in medical cannabis. In addition to the equipment below, new equipment will be procured that will provide greater throughput.

This exhibit lists the equipment the company has in house today and selected major equipment specifications that it intends to acquire upon licensing.

14.1 Documentation Demonstrating Possessory Interest

The company has been in the business of producing Hemp extractions since 2020 and has possession of the equipment listed below.

| <u>Manufacturer</u> | <u>Name/Model</u> | <u>Description</u> | <u>Serial Num</u> | <u>Appx Date Acq'd</u> | <u>Qty</u> |
|---------------------|-----------------------------|---|-------------------|------------------------|------------|
| HesTech LLC | Model 3000 Composite System | The Ethanol extraction system includes a cold solvent storage system, an extraction centrifuge, multistage filtration, color remediation, and solvent recovery falling film evaporator. Electronic monitoring of system operation for remote diagnostic and operation optimization. The solvent is fully recovered after extraction enabling a closed loop continuous | SN:3000FFE0001 | 2/9/21 | <u>1</u> |

reuse of the solvent.

| | | | | |
|----------------------|--|--|----------------------------------|-----------|
| | | Includes: Chiller, Scale, MVP Vac Pump, Extraction vessels, Solvent Containment Vessel, Extract Vessel, Purge Vac Pump, Solvent leak detector, etc. Customizable for various amounts of extraction, use | SN:CLBE10001 | 2/24/20 1 |
| G.A.O.P. Inc. | System- Short Path Distillation Unit - XL Capacity | For distillation | SP500L | 1/10/20 1 |
| Custom Glass | Rotary Vane Vacuum Pump | | | 1/10/20 1 |
| | Wiped Film Molecular Distillation System | Used to produce distillate at high rate of speed/volume | SN:Y90-120 & SN: Y90-121 | 1/10/20 2 |
| Welch | Wiped Film Distillation Pump | | SN:1808282025 & SN:1804232028 | 1/10/20 2 |
| Custom Fabricated | Industrial Chiller | Used to chill various extraction processes | | 1/10/20 1 |

| | | Used to remove residual | | | |
|--------------|---|--|--------------------------------|--------|---|
| | | Vacuum Oven solvents, and other | | | |
| Kenton | - Large | extraction processes | SN:91210039 | | 1 |
| Century | Vacuum Pump | | SN:169186mmL0000 09143 | | 1 |
| ESExtractor | Small Vacuum Oven | Hydrocarbon liquid pump | SN:1909115 | 2/5/20 | 1 |
| PROSET | Vacuum Pump | Hydrocarbon liquid pump | tr100053, tr00054, tr100055 | 2/5/20 | 3 |
| Master Vapor | | | | | |
| Pumps | MVP150 | LP Gas Recovery | SN:A120B5108 | 2/4/21 | 1 |
| G.A.O.P. INC | Media Filtration System | Includes Filtration CRC equipment, Vessels, & vacuum pump | MFCS 100011 | 2/5/20 | 1 |
| Custom | Isolation System | Used to isolate cannabinoids | | 3/5/20 | 1 |
| | | including dishes, containers, buchner funnels, beakers, stir rods, graduated | | | |
| | Other Various Lab Glassware | cylinders, Erlenmeyer Flasks, Boiling Flasks, Volumetric Flasks | N/A | 3/5/20 | 1 |
| Various | Erlenmeyer, Boiling and Volumetric Flasks | | N/A | 3/5/20 | 1 |

License Type: Processor

| | | | |
|-------------------|---------------------------|----------------------------|------------|
| AWS | Lab Scales | 00-24358 | 3/5/20 2 |
| Accutek | Lab Scales | 52045150 | 1 |
| Primera | Label Printer | 2200200410 | 4/15/21 1 |
| Primera | Label Applicator | 2201100633 | 4/15/21 1 |
| Fisher Scientific | Heated Stir Plates | c372002710151271 2 | 4/15/21 2 |
| Fisher Scientific | Heated Stir Plates | USSDBS1911095 | 4/15/21 2 |
| evga1070 | Lab Computers | b8975AE6Dc71,3b28 4897q | 4/15/21 3 |
| Rinnai | Tankless Water Heater | UA-000547 | 1/10/20 1 |
| Chest freezer | Storage Freezer | 216803900 | 1/10/20 1 |
| Thermo | Lab Grade Storage Freezer | 311586H01 | 1/10/20 1 |
| Comm Electric | Industrial Fans | N/A | 1/10/20 12 |
| Custom Bottling | Tincture Bottler | 16658752 | 1/10/20 1 |
| Texxon | Dry Ice Maker | A0133 | 1/10/20 1 |
| | Dry Ice Cooler | N/A | 1/10/20 1 |
| MEADE | Microscope | SN:004803 | 9/25/19 1 |

Laboratory

Tools

N/A

Various 1

The equipment list came from onsite inventory of equipment and records from our financial system. Receipts can be made available upon request for equipment used in the Cannabis division after licensing. Operating manuals do not exist for a majority of this equipment because the systems were fabricated in house by our chemical engineer, using UL rated parts.

14.2 Specifications and Manuals

Upon licensing, the company intends to acquire additional extraction, distillation and packaging equipment. Examples of the type of equipment and the specifications we are evaluating are listed below. Upon procurement and licensing, proof of purchase and operating manuals for all new equipment will be maintained and provided to the Commission upon request.

14.2.1 Falling Film Evaporator

Used for ethanol extractions:

- 60 - 100 Gallons per hour recovery speed
 - 10 ton water chiller
 - 40 kW Heating System
 - 50C – 60C Operational Temperature
 - 85% – 95% Removal Efficiency
 - Electrical: 240VAC or 480VAC, 140 amps – 175 amps, Three-phase power
 - Footprint: Main Frame: 41"L x 32"W x 98"H
 - Pump Cart: 52"L x 34"W x 76"H
 - Welch C/RV Pro 16 Vacuum Pump

14.2.2 Closed Loop Hydrocarbon Extraction Unit - Option I

We have designed a system to maximize efficiency and simplify the extraction process. Built with quality Swagelok/Superlok components and traceable materials, all welds are done in house using ASME welding processes. With multiple configurations this can be run as a crude or live resin machine and everything in between. In-line filtration with stainless sintered filters, LCO₂ or chiller pressure rated jackets, multiple sight glasses for ease of operation, everything you need to get running. Customizable material, recovery & solvent tank options and upgrades available.

This system is high throughput in a small footprint.

Footprint of 52" x 64", with a 40 lb/hour through-put.

- Full ASME compliance
- 4x - 6"x 48" w/7" jacket material column, bowl reducer, cap w/all fittings/hoses, LCO₂ chilled or vacuum jacketed. 50 & 20 Micron Sintered filters.
- 6" x 48" Molecular sieve, cap w/all fittings/hoses.
- 200lb w/ 26" jacket recovery column, cap w/all fittings/hoses, hot water jacket. ASME Certified and U-Stamped.
- 200lb solvent tank LCO₂ chilled or chiller. (Chiller recommended) ASME Certified and U-Stamped.
- Three-piece detachable rack that can fit through a 32" man door.
- Solvent in, vacuum, and nitrogen manifold w/all Swagelok or Superlok fittings/hoses.
- 18000g-- 39.6 lbs material volume.
- Vacuum pump to pull down to -29.5in/HG.
- N₂ regulator.
- Fully Scalable/ASME certifiable/P.E. report on file.
- LCO₂ or chiller installation by local gas supplier.
- Ancillary heating and chilling equipment needed but not provided.

14.2.3 Closed Loop Extraction System (Option II)

The Modular Extraction Platform (MeP XT70) is the industry-leading closed-loop solution

for high-capacity extraction operations. Offering up to 70 liters of material capacity, each material column is independent allowing continuous, nonstop processing. The MeP processes more material using less time, space and labor.

- material capacity of 15-70 liters offering processing of up to 35 pounds of material per hour.
- (11'x3' footprint
- ExtractionTek's Sub-Cool Injection technology
- flexibility to run Propane, Butane, and blended solvents

14.2.4 Wiped Film Distillation Unit Specifications

Primarily for high throughput ethanol extractions:

- Maximum Feed Rate 4.25 L/h
- Typical Throughput 3.0 L/h
- Evaporator Surface Area 0.15 m²
- Power Requirements 1Φ 230 V, 60 Hz
- Stages Single
- Dimensions (L x W x H) 7.2' x 2.0' x 7.5'
- Certification UL ready (all necessary individual components are UL listed)
- Materials Used 316 stainless steel, borosilicate glass, PTFE glass fiber reinforced rollers

14.2.5 Softgel Encapsulation Unit

The company will acquire a softgel encapsulation unit that will allow the company to produce and fill softgels in house. Sample specifications of a softgel encapsulation unit are as follows:

- Output - 6120grain/h
- Die roll size - 150mm(Dia)X 50mm(Length)
- Speed - 0-3.5 RPM (Frequency control)
- Piston number - 6 Ea

- Loading accuracy - $\leq \pm 0.5\%$
- Feeding amount single plunger - 0-2ml
- Electric Spec - 220V / 5 Kw
- Dimension - 1,700mm X 810mm X 1,750mm
- Weight - 600 Kg
- Control mode -PLC+Touch Screen

14.2.5 Packaging Equipment

Upon licensing the company will also purchase equipment that will allow for packaging automation. This includes bottling, labeling and additional box cutting and printing equipment.

14.3 Additional Notes on Exhibit 14

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change. In particular, we anticipate the exact models and sizes of equipment may change after licensing. Further, technology in this area is constantly changing, so we anticipate new equipment and processing methods will improve prior to full operations.

Exhibit 15 - Receiving and Shipping Plan

Verification

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

Printed Name of Verifying Individual

Director
Title of Verifying Individual

Signature of Verifying Individual

12/29/2022
Verification Date

Redaction Declaration

The names, addresses, telephone numbers, dates of birth, social security numbers, and financial account amount and numbers are all protected from disclosure as personally identifiable information under federal law and the laws of the State of Alabama. *See* The Privacy Act of 1974, 5 U.S.C. § 552a; *see also* Alabama Data Breach Notification Act of 2018, Ala. Code (1975) § 8-38-1 *et seq.*

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With regard to our security plan and building plans, the Alabama Public Records Law exempts from disclosure “. . . records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures . . . the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare . . .” Ala. Code § 36-12-40 (1975).

Introduction

The medical cannabis processor ensures that every gram of cannabis product coming into and leaving the facility is fully traced and documented. Such high levels of track and trace is necessary not only to maintain compliance, but to maintain patient and product safety, protect against diversion, and ensure efficient and high-quality operations. The company maintains receiving and shipping plan that, at a minimum, ensures the following, in coordination with any contracted Secure Transporter or State Testing Laboratory, as applicable:

Generally, all medical cannabis or cannabis products will be shipped or received must be accompanied by a transport manifest to ensure full traceability, and each product has a QR code to link the product to the manifest. The manifest accurately describes the product inventory and type, test certificate information, shipping and receiving details, and are packaged in tamper evident packaging. Manifests are generated by entry into the statewide seed to sale tracking system. All shipments will be placed inside a designated and secure container within the secure transport vehicle. Each container will be tamper-evident with a QR code that identifies the product contained. Improperly packaged, labeled, or sealed shipments will not be released. More details are listed below.

At the time of writing, the state has no licensed Secure Transporters or licensed test labs. It is the company's plan to work with licensed secure transporters who will deliver product to, and ship products from, the processing facility. Partnerships that we develop with secure transporters, other licensees, and state testing laboratories will conform to this secure and compliant plan.

15.1 Inbound Shipment Verification

All batches of cannabis received for storage and/or processing shall be inspected by the company's inventory manager, general manager, or assignee. The batches will be inspected

to ensure they are appropriately prepared, tagged or otherwise identified, and inserted in containers at the time of receipt. Receipts will be performed in a secure area of the processing facility, and all activity related to transfer shall occur in view of the surveillance systems.

Deliveries of cannabis will only be accepted at the specified receiving entrance of our facility, accessible only with an authorized employee escort. Two authorized employees will witness the receiving process. The building's security system will include continuous video surveillance monitoring of the entire facility where cannabis may be present including the exterior loading dock, the receiving area, and the entrance to the product vault. Refer also to the company's Security Plan for details.

Process for Receiving

To request a shipment of cannabis, our facility will communicate with a licensed medical Cultivator, Processor, or Integrated Facility in Alabama to place an order. Our facility and the originating facility will decide an expected time of delivery. All deliveries must be scheduled for secure receipt. When the secure transport team arrives at our premises, they will communicate with our security team or General Manager for facility access. Our Inventory Manager or assignee will open the receiving door of the facility and will inspect the delivery for accuracy and safety. This includes examination of secure transport containers and digital codes. If the delivery is not accurate, or is otherwise unsecured, we will communicate the inaccuracy to the delivering and originating licensee and reject the delivery. If we verify the shipment is secure and accurately labeled, we will sign for the shipment. This action will transfer product responsibility to us in the chain of custody. Once the shipment is received and our facility is locked and fully secured, we will move the products to our receiving area for further quality assurance inspections.

Once received, the Inventory Manager will record the manifest in the seed-to-sale tracking system. Acquired products will be recorded by scanning each QR code, or otherwise digitally

coded to identify, at a minimum, the Cultivator, facility, plant tag or harvest batch number, date of harvest, expiration date (or, if no expiration date, a notation that the expiration date does not apply), the date of the cultivator's State Laboratory testing approval, and the Alabama Poison Control contact information as provided on the AMCC website. All information from the QR code relating to the incoming medical cannabis, as well as the date and time of arrival, will be logged into the statewide-seed-to-sale tracking system. All details on rejected products will also be recorded in the statewide tracking system.

Process for Rejection

The inventory manager or their assignee is responsible for verifying the acceptance of the product. If the products are not compliant, such as for improper labeling, insufficient documentation, improper packaging, or any other reason, the product will be placed as rejected inventory at our facility. Our inventory team will be fully trained on how to handle any shipment that is rejected during the shipping and receiving process.

In case of a rejection, the inventory manager will immediately *reseal all products in a tamper proof manner. After the package has been made tamper-evident, the manifest will be documented by both parties as a rejection.* contact the secure transporter and originating facility regarding the details of the rejection. An estimated return time of rejected product will be determined and communicated between all involved entities. The inventory manager will put rejected products in tamper proof containers that are shut and sealed by an authorized employee. After the package has been made tamper-evident, the manifest will be documented by both parties as a rejection. A documented and signed manifest will be left with each party. The time rejected products depart our facility and return to the originating facility will be recorded in the manifest.

15.2 Traceability Verification

The Inventory Manager or his assignee will verify that batches and containers arriving

from another licensed facility have been QR coded or otherwise digitally coded to identify, at a minimum, the Cultivator, facility, plant tag or harvest batch number, date of harvest, expiration date (or, if no expiration date, a notation that the expiration date does not apply), the date of the cultivator's State Laboratory testing approval, and the Alabama Poison Control contact information as provided on the AMCC website.

15.3 Manifest Verification

All cannabis received and accepted at our facility will be accompanied by the Secure Transporter manifest, and other appropriate documentation. The inventory manager or their assignee will verify that all manifest information will be accurate and duly executed by all appropriate parties. A manifest is created once a licensee requests an order from another licensee. The originating licensee will securely transmit the shipping manifest to our facility prior to products leaving their facility. The originating licensee will coordinate with the Secure Transporter to provide all necessary secure transport details within the manifest. We will keep digital and physical copies of all manifests we receive for two years after the date of delivery. Manifests will be made immediately available to the AMCC upon request.

15.4 Incoming Seed-to-Sale Tracking

All information from the QR code relating to the incoming cannabis, as well as the date and time of arrival, has been logged into the Statewide-Seed-to-Sale Tracking System.

When all the received products are in our secure facility, the Inventory Manager will record the manifest in the seed-to-sale tracking system. Acquired products will be recorded by scanning each QR code. All information from the QR code relating to the incoming medical cannabis, as well as the date and time of arrival, will be logged into the statewide-seed-to-sale tracking system. All details on rejected products will also be recorded in the statewide tracking system.

15.5 Outgoing Packaging Verification

Exhibit 15 – Receiving and Shipping Plan

Individual batches of medical cannabis products being shipped from the production facility to a Dispensary or Cultivator by means of a Secure Transporter must be appropriately packaged, labeled, and inserted in containers prior to transport.

Prior to shipment, the Inventory Manager is responsible for ensuring the proper labeling and packaging of the products. The Inventory manager will prepare checklists and train staff to:

- Identity that QR codes are present
- Scanning QR codes and verifying the accuracy of the information including:
 - Verify the product type and size matches product
 - Verify the expiration date, if required, is on label and is correct
 - Verify that a laboratory test certificate is available and is valid. Validity of the test certificate includes:
 - Ensure the test results listed on the certificate are “passed”
 - Ensure that the appropriate tests were performed and results for each test provided with the batch
 - Ensure the test effective date is appropriate and not expired
- Verify other required labeling is compliant, such as Alabama Poison Control contact information

15.5.1 – Labeling of Products and Chain of Custody

Products being shipped by our facility to or from another licensee’s facility or to or from another of our own facilities will be QR coded or otherwise digitally coded to identify, at a minimum, the cultivator, processor or integrated facility from which the medical cannabis was sourced, the facility or facilities of origin, type of product, date of processing and packaging, expiration date (or, if no expiration date, a notation that the expiration date does not apply), the date of the processor’s state laboratory testing approval, and the Alabama Poison Control contact information as provided on the AMCC website. Ala. Admin. Code r. 538-x-8-.05.03.j.05.

Exhibit 15 – Receiving and Shipping Plan

15.6 Outgoing Product Verification

Batches and containers being shipped from the processor's facility to another licensee's facility or another of the processor's own facilities must be QR coded or otherwise digitally coded to identify, at a minimum, the Processor, facility, type of product, date of processing and packaging, expiration date (or, if no expiration date, a notation that the expiration date does not apply), the date of the Processor's State Laboratory testing approval, and the Alabama Poison Control contact information as provided on the AMCC website.

Prior to shipment, the Inventory Manager is responsible for ensuring the proper labeling and packaging of the products. The Inventory manager will prepare checklists and train staff to:

- Identity that QR codes are present
- Scanning QR codes and verifying the accuracy of the information including:
 - Verify the product type and size matches product
 - Verify the expiration date, if required, is on label and is correct
 - Verify that a laboratory test certificate is available and is valid. Validity of the test certificate includes:
 - Ensure the test results listed on the certificate are "passed"
 - Ensure that the appropriate tests were performed and results for each test provided with the batch
 - Ensure the test effective date is appropriate and not expired
- Verify other required labeling is compliant, such as Alabama Poison Control contact information

At time of transfer, both the shipper and receiver will agree to the product inventory quantity and type. Once inventory, labeling, and product verification has been confirmed, transport staff will review the manifest to confirm that all the driver's information has been correctly recorded. The shipping and receiving personnel will attest to the accuracy of the

manifest with their signature.

Once custody is assumed by secure transport staff, they will load the shipping containers into the cargo area of the secure transportation vehicle. All loading and unloading activities will occur at the licensed premises in the secure loading area under constant surveillance. Once shipping containers have been packed and sealed for transport, only secure transporter management, the licensed business establishment accepting the delivery, or law enforcement officials will be allowed to open the container.

Further, medical cannabis, related products, and packaging thereof, will never be visible or recognizable outside the secure transport vehicle.

15.7 Outgoing Manifest Verification

All outgoing medical cannabis from our dispensary facility will be accompanied by a secure transporter's manifest and other appropriate documentation. Information thereon will be accurate and duly executed by all appropriate parties.

At a minimum, manifests used for secure transport will include: name of the driver and any other individuals onboard; name of the requesting licensee; the address of the destination facility; weight and description of each individual package in the shipment, and the total number of individual packages; handling and storage instructions; date and time the medical cannabis shipment is placed into the transport vehicle; date and time the shipment is accepted at the delivery destination; the identity of the employee with custody of the medical cannabis; and, the circumstances, duration, and disposition of any other person who had custody or control of the shipment. Ala. Admin. Code r. 538-x-7-.07.03.a-g.

Our IM will coordinate with the secure transporter to generate a shipping manifest for each delivery. The IM will provide all necessary product details, including tag information, for the shipment. Our IM will work with the secure transporter to assist in configuring a secure and

efficient route with delivery software. All product and transport details will be logged in the inventory system, which creates a record of each delivery prior to shipment. A digital copy of the manifest will be transmitted to the receiving licensee.

No products will ever be shipped from our facility without a complete and compliant secure transporter's manifest.

A physical copy of the manifest will be provided to the driver of the secure transport vehicle. This paper manifest will be proof of authorization to transport medical cannabis products in Alabama. The driver will also be provided with physical and digital copies of the transportation route, which they will follow. If an alternate route is necessary in an emergency, the driver will contact the security office for advisement. All changes and reasons necessitating the change will be documented.

15.8 Outgoing Seed-to-Sale Tracking

All information from the QR code related to outgoing medical cannabis, as well as the date and time of shipment, will be recorded into the statewide seed-to-sale tracking system. The statewide seed-to-sale tracking system serves as the primary inventory control system. The system will also be used to track all route plans, manifests, transport logs, and other information as the system allows to identify and trace the products. All records will be kept for at least two years, and longer upon the request of the AMCC or law enforcement. Inventory documentation and totals and transport manifests and related documents will be made available to the AMCC or its representatives during inspections and other official visits.

Shipping Area

Deliveries of cannabis will only be shipped from the specified receiving entrance of our facility, accessible only with an authorized keycard. We will employ a security guard to patrol the interior of the building during business hours, and when we are preparing a shipment, they will supervise this process. Our building will feature continuous video surveillance

monitoring of the shipping area, the exterior of our facility near the area, and the entrance to the product vault. All areas will be appropriately lit to aid video surveillance.

Delivery Procedures

Upon arriving at the delivery location, secure transporter staff will communicate with the receiving facility employees. A security guard and authorized employee from the receiving facility will assist in safely and securely unloading cannabis containers from the cargo area of the transportation vehicle. The driver will always remain with the vehicle and any products within. Secure transporter staff will record their arrival time on the transportation manifest. After the receiving agent confirms that the transported products are identical to the items stated on the manifest, the receiving agent will sign both manifests and assume custody of the product. Completed manifests will contain signatures of the secure transportation employee and the signature of the receiving agent who assumed custody of the product. One copy of the signed manifest will remain with the receiving location agent. The other copy will return to our facility.

Once the manifests are complete, our staff will again review the delivery details. In this final review, we will make sure all packages that were previously confirmed as delivered, have indeed been delivered. Once this confirmation has been made, our employee will then change the shipment status to “delivered” within the inventory tracking system. This will create a virtual record, which will be kept permanently by our IM, along with the manifest, as proof of delivery.

Shipment Rejection

In the case of a business licensee rejecting a delivery originating at our facility, A documented and signed manifest will be left with the rejecting party, and one copy will return with the product to our facility. Upon notification of a rejected shipment, our GM will begin preparation for the rejected product. We will mandate that all product is securely transported or returned to the confines of the licensed facility from which it originated.

When products are returned to us, we will launch a quality control investigation into the root cause.

Exhibit 16 – Facilities

Verification

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

Printed Name of Verifying Individual

Director

Title of Verifying Individual

Signature of Verifying Individual

2/20/2023

Verification Date

Redaction Declaration

The names, addresses, telephone numbers, dates of birth, social security numbers, and financial account amount and numbers are all protected from disclosure as personally identifiable information under federal law and the laws of the State of Alabama. *See* The Privacy Act of 1974, 5 U.S.C. § 552a; *see also* Alabama Data Breach Notification Act of 2018, Ala. Code (1975) § 8-38-1 *et seq.*

The trial and appellate courts in Alabama have similarly adopted rules that limit disclosure of such personally identifiable information in documents filed with the courts. *See* Ala. R. App. P. 56, *Redaction of Personal Identifiers in Documents filed with the Appellate Courts* and Ala. R. Civ. P. 5.1, *Privacy Protection for Court Filings*.

With regard to our security plan and building plans, the Alabama Public Records Law exempts from disclosure “. . . records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures . . . the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare . . .” Ala. Code § 36-12-40 (1975).

Overview

This processing facility will be built on a vacant lot at [REDACTED] Florence, AL 35640. The site is just adjacent to Imperial Casting Co. Inc. This site is in an industrial zone and has the added benefit of beneficial power pricing as negotiated with Imperial Casting and Florence Utilities. The facility will be built to suit a state-of-the-art extraction and processing facility that will scale to achieve a capacity to produce 750 kg of cannabis tincture per year. The produced distillates and tinctures will be sold for direct oral use or used as an ingredient in other topical and ingestible products.

Some of the equipment and personnel will be relocated from the applicant's existing hemp processing facility, which is located at Shoals Business Incubator at [REDACTED] [REDACTED] Florence.

16.1 - Facility Name and Type

Facility Name: Green Acres Organic Pharms

Facility Type: Processing Facility

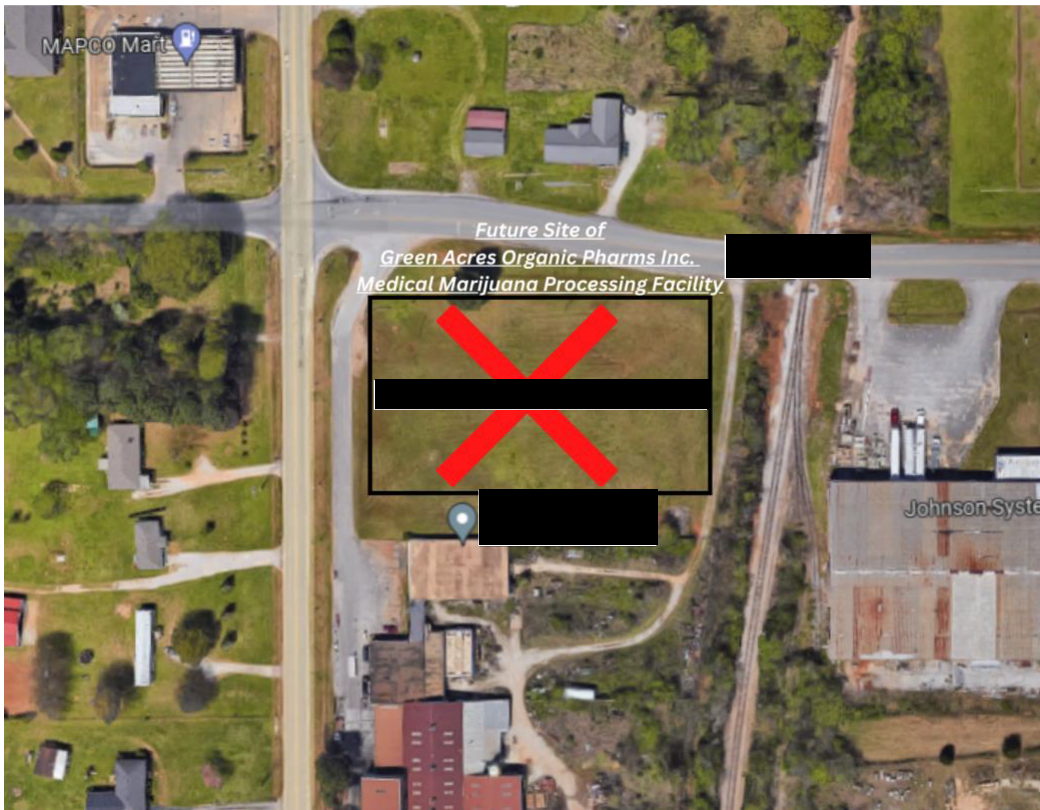
16.2 - Physical Address & GPS Coordinates of Facility

The site will be built on the vacant lot just north of [REDACTED] Florence, AL 35630.

GPS Coordinates: [REDACTED]

16.3 - Aerial Photograph of Facility

Aerial Photograph of Facility with Clearly Identified Site Boundaries



16.4 - Proof of Authorization to Occupy Property

Upon license award, a new processing facility building will be constructed by Bobo Development Group LLC at the site identified in 16.2 above and leased to the company per the terms and conditions described in the provisional lease agreement in a ten-year agreement. See attached lease agreement (identified as "Lease Agreement – Attachment to Exhibit 16, Section 16.4.2").

The property was pledged from Imperial Casting Company to Green Acres Organic Pharms (identified as "Land Pledge - Attachment to Exhibit 16 Section 16.4.1).

16.5 – Local Jurisdiction Approvals

The applicant has included a certified copy of the zoning ordinance to demonstrate that the applicant is permitted to operate the proposed facility at the proposed location.

The city of Florence passed an ordinance to allow cannabis processing facilities on December 20, 2022. The city has not yet defined further detailed requirements for cannabis businesses. The business is located in an industrial zone and is more than 1000 feet from sensitive uses.

The city’s current zoning ordinance is also provided and identified as “Florence Cannabis Zoning Ordinance – Attachment to Exhibit 16, Section 16.5.1”

Florence Cannabis Zoning Ordinance – Attachment to Exhibit 16, Section 16.5.1

Sponsor: Musgrove

ORDINANCE NO. 2023-3

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that a holder of a license granted by the State of Alabama pursuant to Chapter 2A of Title 20 of the CODE OF ALABAMA 1975, as amended, is hereby authorized to operate a medical cannabis cultivating site, medical cannabis processing site, medical cannabis secure transport business, and/or medical cannabis state testing laboratory within the corporate limits of the City of Florence, subject to the provisions of said Chapter 2A and any relevant provisions of the Code of Florence, Alabama, including but not limited to the City’s zoning regulations.

BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the City Clerk/Treasurer is hereby authorized and directed to publish this ordinance in the TimesDaily, and that this ordinance shall go into effect upon its publication as provided by law.

ADOPTED this 20TH day of DECEMBER, 2022.



[Signature]
[Signature]
Bill Syt
Michelle Pope Fuhank
[Signature]
CITY COUNCIL

APPROVED this 20TH day of DECEMBER, 2022.

[Signature]
MAYOR

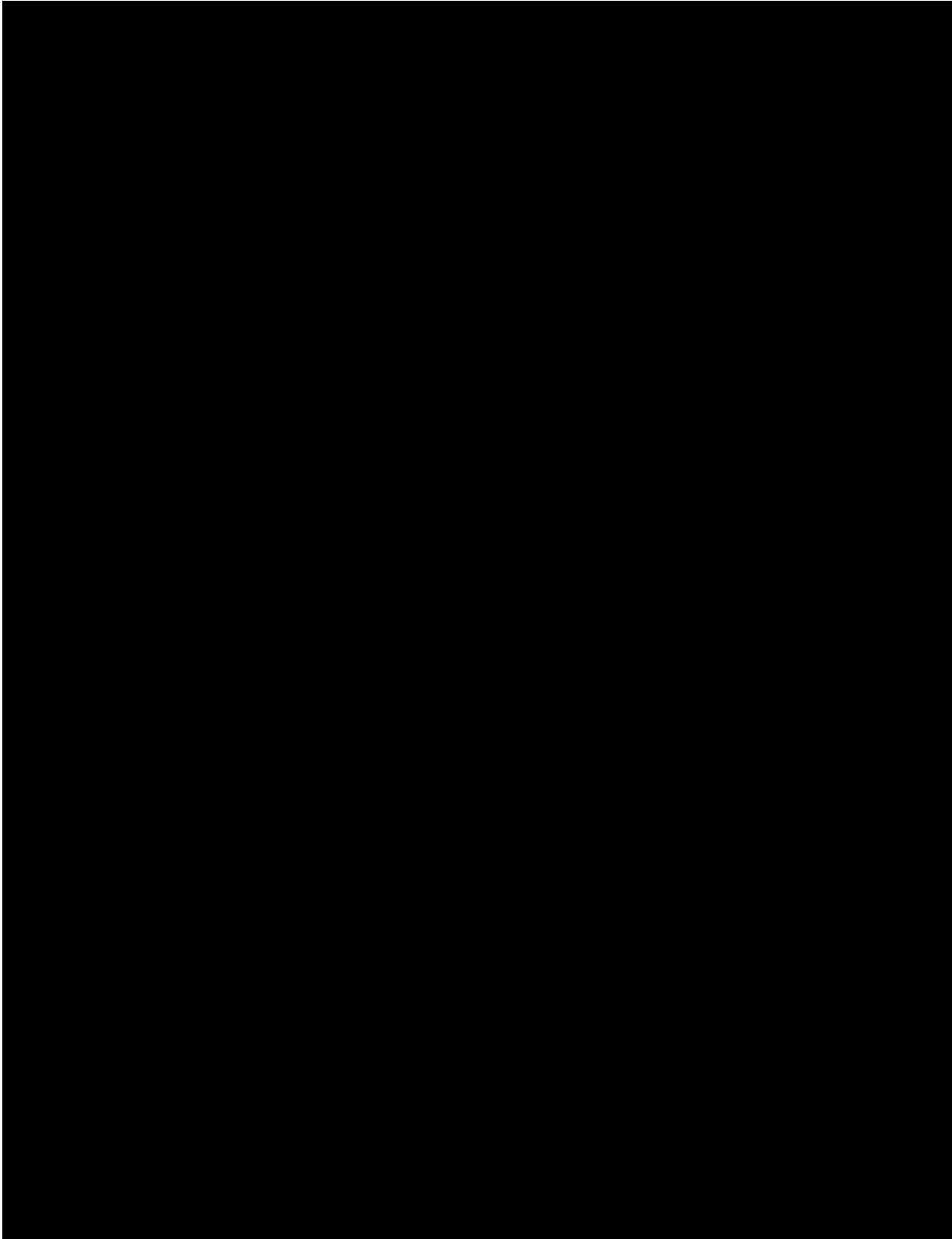
ADOPTED & APPROVED this 20TH day of DECEMBER, 2022.

Robert M. Seyde
CITY CLERK - TREASURER

16.6 - Blueprint of Facility

The included blueprint, floor plan and schematic were produced by Carbine Construction Co of Florence, AL. The schematics will be updated as construction progresses, and it is understood that the facility drawings may be used for ease in identification of operations and processes by the Commission during future inspections. The drawings include the general function of each area of the facility.

The preliminary blueprint for the facility identified in 16.1 above is attached hereto and identified as (“Blueprint - Attachment to Exhibit 16 Section 16.6.pdf”).

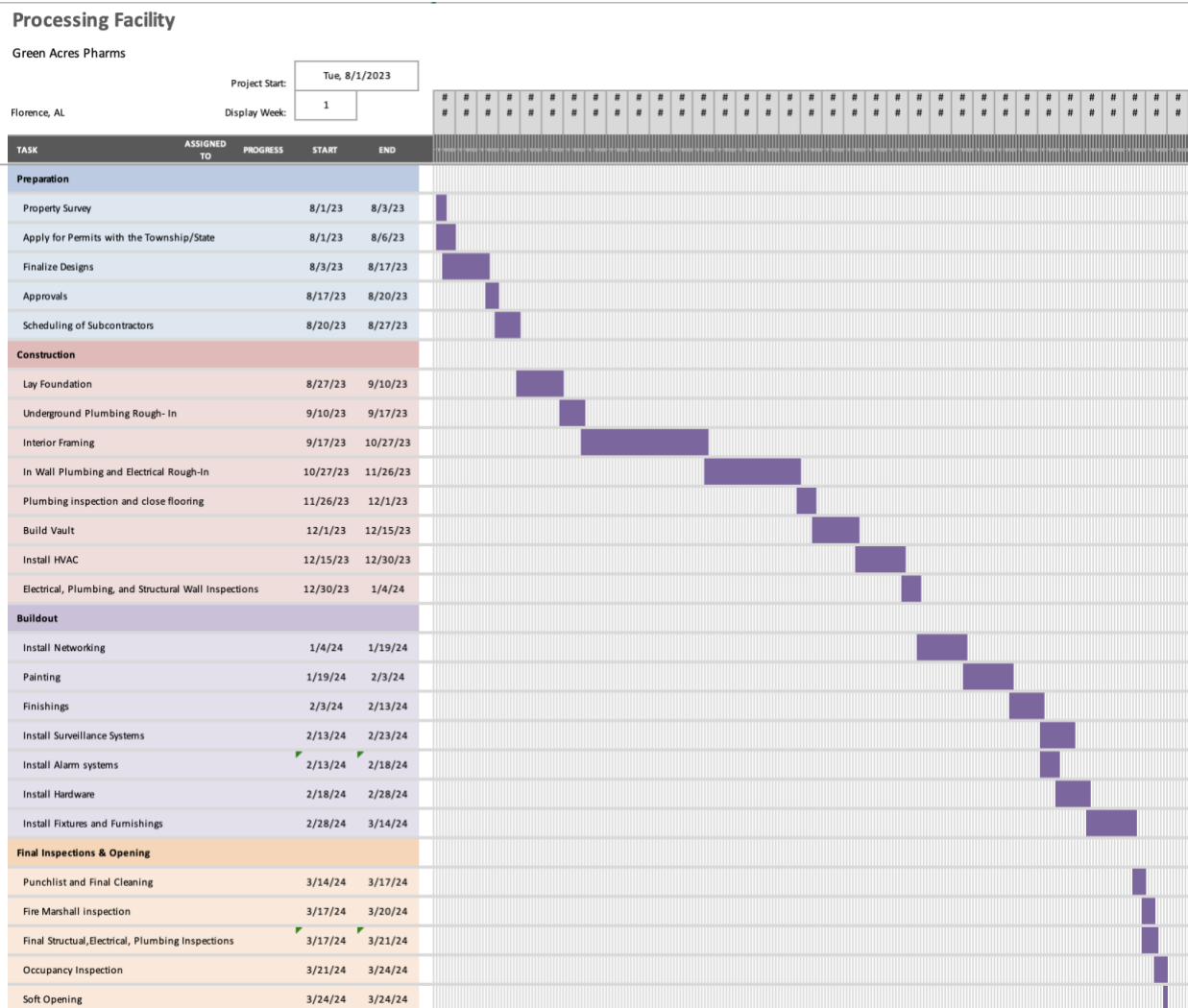


16.7 – Facility Timetable

The applicant expects that construction of the Processing Facility, including compliance with all facility requirements under the Act and the AMCC Rules, will be complete on or before eight months from the date of license award, which is expected to be March 2024.

The applicant expects that it will be able to commence operations at the Processing Facility immediately upon final permitting by the City of Florence and final operating approval and licensure by the Commission.

The high-level Gantt Chart below shows estimated schedule for major categories of work. The project schedule will be revised and refined upon licensing.



16.8 – Public Access to Facility

The Processing Facility will not be open to the public. The facility may host visitors on a case-by-case basis, and by appointment. Visitors will be signed in and escorted in accordance with the company’s security procedures, in Exhibit 17, section 17.1.12.

16.9 – Facility Hours of Operation / After Hours Contact

The applicant anticipates that the Processing Facility may be occupied by the applicant’s employees on weekdays from 9 am to 6 pm. Additional shifts will be added as required to scale operations.

After Hours Management Contact:

██████████ Director

██████████ Florence, AL 35634

Cell phone: ██████████

16.10 Additional Notes on Exhibit 16:

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change. The applicant does not propose any additional facilities.

Exhibit 17 – 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.

Printed Name of Verifying Individual

Director
Title of Verifying Individual

Signature of Verifying Individual

12/29/2022
Verification Date

Redaction Declaration

The names, addresses, telephone numbers, dates of birth, social security numbers, and financial account amount and numbers are all protected from disclosure as personally identifiable information under federal law and the laws of the State of Alabama. *See* The Privacy Act of 1974, 5 U.S.C. § 552a; *see also* Alabama Data Breach Notification Act of 2018, Ala. Code (1975) § 8-38-1 *et seq.*

The trial and appellate courts in Alabama have similarly adopted rules that limit disclosure of such personally identifiable information in documents filed with the courts. *See* Ala. R. App. P. 56, *Redaction of Personal Identifiers in Documents filed with the Appellate Courts* and Ala. R. Civ. P. 5.1, *Privacy Protection for Court Filings*.

With regard to our security plan and building plans, the Alabama Public Records Law exempts from disclosure “. . . records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures . . . the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare . . .” Ala. Code § 36-12-40 (1975).

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Introduction

The processor applicant, which is an experienced commercial and State licensed hemp processor, intends to build a new state of the art facility that meets and exceeds all required safety and security protocols to suit medical cannabis processing. This proposed security plan is provided as a baseline plan for the future building.

Upon license award, the company will engage the services of two security provider companies. One will be a security company with experience securing highly cannabis processing facilities Sapphire Risk, described below. Also the company will engage with a local, professional, licensed security provider who will be responsible for procurement, installation, and monitoring.

Sapphire Risk Advisory Group, LLC (B07328001 - Security Consultant, Texas) has extensive expertise implementing loss-prevention controls and processes that mitigate security threats from armed robbery and burglary. Sapphire has designed security operations for over 70 operating cannabis businesses. Sapphire's management has over 30 years' experience in loss prevention and possesses both strategic and tactical experience in securing cannabis facilities across North America. Sapphire's experience is implemented in this Safety and Security Plan by focusing on preventing the crime before it occurs. With the engaged companies, the company will refine and implement the security plan consistent with all applicable requirements and suitable to the new facility.

17.1 Alarm System

Alarm systems must be installed in all facilities where cannabis or medical cannabis is maintained or stored. Such alarms shall be provided and installed by experts in industry-standard commercial-grade alarm systems. Alarm systems will be fully operational securing all entry points and perimeter windows, be equipped with motion detectors and pressure switches covering all areas where cannabis or medical cannabis is handled, stored, prepared, transported, or tested.

We will equip our facilities with 24-hour intrusion detection hardware and technology, including a commercial-grade, professionally monitored security alarm system installed by an Alabama-licensed private alarm contractor or private alarm contractor agency. Ala. Admin Code. r. 538-x-8-.05.03.m.01. This complex but highly customizable system will always remain operational, actively securing all points of ingress and egress, and all windows. We will also maintain a backup system that activates immediately and automatically upon a loss of electrical support and that immediately issues either automatic or electronic notification to the Alabama Law Enforcement Agency (“ALEA”) or local police agencies of the loss of electrical support. Our security system will include the use of professional-grade motion detectors, pressure switches, panic alarms, specialized security lighting, video cameras, and other equipment working in tandem to protect all areas where cannabis or medical cannabis products are delivered, received, handled, stored, prepared, tested, packaged, labeled, readied for transport, or sold.

Our alarm system will feature immediate automatic or electronic notification to alert cannabis business personnel and local police agencies to an unauthorized breach of security or an alarm or system failure at our facility. If a failure of our security alarm system due to a loss of electrical support or mechanical malfunction is expected to last longer than eight hours, we will notify the Alabama Medical Cannabis Commission (“the AMCC”), implement alternative security measures approved by the AMCC, or close the authorized physical addresses impacted by the failure or malfunction until the security alarm system is restored to full operation.

Our alarm systems will feature multiple different types of alarms for use under different emergency circumstances. Our alarms will include both silent “duress/holdup alarms” and audible “panic button alarms.” Ala. Admin Code. r. 538-x-8-.05.03.m.02. The alarm systems will be connected to the facility fire detection system to facilitate warnings for any emergencies. The combination of motion detectors and glass break detectors will ensure the perimeter has armed alarms overnight on all entry points and perimeter windows.

An alarm panel will integrate intrusion detection, video surveillance, and access control functions, providing a fully integrated security solution. Alarms will provide full coverage of our facility to detect any unauthorized entry attempt. Intrusion detection alarm systems will secure our facility against unauthorized access 24-hours-per-day, 7-days-per-week. Intrusion sensors will include glass break detectors, motion detectors or similar throughout the facility using passive infrared, with adjustable sensitivity and wall-to-wall coverage; heat/smoke detectors; carbon monoxide detectors; and other environmental sensors. Facility doors will also feature indoor sirens, overhead contacts, and cellular communicators to facilitate intrusion detection and alert.

The fire alarm system will comply with all requirements of the Alabama Fire Code Section 907, the National Fire Protection Association, and all local safety requirements. The company's safety procedures provide more information about fire and smoke alarms and procedures.

17.2 Panic and Hold Up Alarms

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. Panic and duress alarms will be located in each room and at all ingress and egress points as shown on the floor plan. In addition, employees may have portable panic buttons that will be worn with their badge.

Our alarms will include both silent "duress/holdup alarms" and audible "panic button alarms." Ala. Admin Code. r. 538-x-8-.05.03.m.02. The alarm systems will be connected to the facility fire detection system to facilitate warnings for any emergencies. Management will train employees on how to react to each alarm. Trained personnel will activate alarms in the event of unauthorized facility access. Refer to the floor plan at the end of this exhibit for proposed locations of fixed panic alarm locations.

17.3 Broadcast communication devices

All employees will have cell phones within arm's reach at all times while on the job.

Employees will use cell providers that have reliable local service, and cell service will be tested for accessibility from all points in and around the building premises.

All communication systems and devices will be capable of transmitting information clearly to anyone within earshot of the employee or device receiving the communication. Ala.

Admin Code. r. 538-x-8-.05.03.m.03.c. We will conduct regular system tests to guarantee audibility and clarity.

We may also use two-way radio transmitters such as the Garmin Rino 750 or similar two-way handheld radio systems for communication within our facility if necessary.

Hardwired communication devices will be installed or available at all ingress and egress points, reception areas, and the security office, while mobile communication devices will be carried by each employee. Ala. Admin Code. r. 538-x-8-.05.03.m.03.a. All employees will be trained in the correct operation of all communication systems. These policies and practices are documented in our Employee Handbook and our Policies and Procedures Manual, which all employees and managers must read and provide written acknowledgement of receipt and understanding prior to beginning their duties.

17.4 Audio/Video Surveillance System

The Company 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 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.)

Our licensed security vendor will professionally affix and position video cameras and other security equipment in sufficient quantity and quality to cover all areas of our premises. We will install all cameras so that lenses will not be obstructed, easily tampered with, or disabled, such as by placing cameras high enough to be out of reach without a ladder. We will instruct our surveillance system installers to position cameras in locations that maximize the quality of facial images, bodily images, vehicle descriptions, and license plate numbers, while avoiding backlights and physical obstructions.

Video surveillance cameras will operate 24-hours-per-day, 7-days-per-week to record all activity both inside and outside of our facilities. Ala. Admin Code. r. 538-x-8-.05.03.m.04; Ala. Admin Code. r. 538-x-3-.05.03.m.16.k.iii. For the safety of our premises and its occupants, we will also record the exterior of our facility, including parking lots and transportation areas. Our surveillance system will include the use of specialized lighting, high-definition video cameras, and security monitors, to record all areas where cannabis or medical cannabis products are received, prepared, delivered, handled, stored, tested, packaged, labeled, or sold. The video will provide a clear, non-obstructive, date and time stamp on all monitors and recordings. Our lighting strategies, technology, and equipment will increase during dusk and dawn, and in all other ambient light environments. This lighting technology will extend to the interior of our facilities, where all areas occupied by staff, and all areas that contain cannabis, will feature lighting sufficient to identify any person and activities captured via still images and video.

All original tapes or digital pictures produced by this system will be stored in a safe place with a 60-day archive. We will specifically safeguard audio and video recordings of potential diversion events for at least two years, or until the diversion incident has been fully resolved, including the prosecution and disciplinary action of any persons involved in the incident. At

the request of the AMCC, its inspectors, or law enforcement officials, we will store any digital recordings for a longer period.

We will utilize digital archiving devices, including a QNAP network attached storage (“NAS”) device or similar. Our surveillance system will feature the ability to capture audio at multiple locations throughout our facility, allowing us to monitor and record audio including conversations and other audible activities within camera range to a level of 20 decibels. Ala. Admin Code. r. 538-x-3-.05.03.m.16.k.iii. We will use cameras, such as the Illumivue 5MP dome camera, Illumivue 5MP bullet camera, Illumivue 8MP bullet camera, and Hanwha 360° fisheye cameras including: 3mm lens, intrusion, and line cross, temperature exception alarm, fire detection, audio and alarm I/O (G.711U, G.711A, with a bit rate of 64 Kbps), or similar. Our cameras will have motion activated capabilities.

Continuously operating surveillance cameras will clearly monitor all critical control activities of the cannabis business. For the AMCC, our VSS will have direct feed and login capabilities, allowing real-time access, monitoring, and reverse functionality, via a secure internet connection. Law enforcement agencies including ALEA may also be given this accessibility, as directed by the AMCC. Surveillance cameras will interface with our facility intrusion detection alarm system to show live or recorded video or switch any camera in the system to a live monitor automatically, based on an alarm trigger.

17.4.1 Lighting

The property will also have sufficient lighting to allow for the proper functioning of video surveillance equipment, to deter nuisance and criminal activity, 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 will likewise be sufficiently lit to allow for the identification of individuals and activities. Lighting will illuminate all interior and exterior areas including entrances and exits of the property and sensors will be installed to ensure sufficient lighting is used at all times of night or day. Security personnel will conduct regular verifications of lighting

equipment to keep interior and exterior lighting in good working order and to make sure that wattage is sufficient for security cameras to capture facial and vehicular details. We will make reasonable efforts to direct lighting to the premises to minimize disturbance of surrounding businesses or neighbors.

17.4.2 Signage

According to the Alabama Electronic Surveillance Act, businesses in Alabama are required to post signs that notify customers of audio and video surveillance in areas where surveillance is being conducted. The signs must be clearly visible and must contain the following language: "Notice: This area is under audio and video surveillance for the protection of the business and its customers." The signs must be: at least 4 inches by 6 inches in size, and must be easily readable from a distance of at least 10 feet; placed in a location where they are clearly visible to customers entering the surveillance area; placed at each entrance to the surveillance area, as well as at any other locations where customers are likely to enter the surveillance area; and, written in English and must use letters that are at least 1 inch in height.

17.5 Perimeter Security

The facility will be surrounded by a chain link or similar fence that is at least eight feet tall to prevent access by unauthorized persons. The fence will have a secure locking gate that can be remotely controlled by authorized personnel.

The company will always maintain and clean the grounds around the perimeter of the facility to ensure good standing in the community. The perimeter of the facility will be designed and maintained with the goal to discourage theft and diversion of cannabis. The Company will trim all trees, bushes, and other foliage around the premises to ensure that no one can conceal themselves from the security camera view.

The perimeter 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.

17.6 Exterior doors

Exterior doors will be designed and installed to limit unauthorized access. Exterior doors of the facility will be designed 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.

Panic bars with electric latch retraction will serve to secure our doors in most scenarios, but we may also make use of electric strikes, latch retraction kits, wireless locks, or maglocks. Windows and doors will be kept to the minimum number necessary for safe and efficient facility operation. Certain doors may feature multi-point locking systems that include bolts and mechanics that secure each door at multiple points around the door frame to prevent doors from being pried open. All doors will comply with fire code specifications, such as 'fall bars' that will open all locks so that escape in the event of a fire will not be hindered. Triggering such safety measures will trigger special alarms to alert security personnel of the situation, who can then take appropriate measures.

The Company will install cameras and door alarms to ensure that the perimeter doors are secured against unauthorized entry and break-in. All exterior doors will be monitored, and at least one video surveillance camera will be easily visible from the outside and pointed directly at the door in such a way as to capture clear and certain identification of any person entering or exiting the facility. This strategy is used to alert anyone entering the facility that there is an active video surveillance system, ideally deterring potential theft.

A door alarm will be connected to all entry points to ensure that employees and security guards are aware of the ingress and egress of purchasers, visitors, or any individuals affecting the total capacity of the facility.

All other doors on the perimeter of the facility will be monitored and controlled by the electronic security systems. The Company will install commercial grade, non-residential metal doors and commercial grade level-one door locks on all exterior doors and every door leading to limited-access and restricted access areas.

Facility doors, windows, and points of entry will always remain locked, protecting against outside intruders while allowing free egress by the facility's occupants in the event of an emergency. All doors will be self-closing and self-locking.

Commercial Doors and Door Locks

The Company will only install commercial grade, non-residential metal doors and door locks on every external door to the store as well as at all access control entry points.

The Company will install commercial Grade 1 door locks on every door at an access control entry point. Locks will be UL-listed commercial grade, nonresidential door locks with burglary resistant lock cylinders designed to prevent lock-picking. We will also install keycard locks, which will permit ingress to employees and other appropriate persons only. We will institute strict policies prohibiting keys from being left in locks, doors being left open, and keys or keycards being left in areas where they could be accessible to unauthorized

persons. Exterior doors will also have contact alarms which will cause an alarm condition if opened without authorization. Steel bollards may be installed in front of the rear exterior door to prevent a vehicle from driving or smashing the entrances.

All exterior doors and windows will be alarmed and secured against entrance or breakage. These 16-gauge steel security doors that are rated for 60-minutes forced entry resistance will be on a metal frame and hinges and will be on the interior of the door to prevent forced entry. All exterior doors and windows will be alarmed and secured against entrance or breakage. These doors will remain closed and locked at all times when not immediately being used to enter or exit the area.

Exterior locks will be shielded with metal plates to prevent manipulation from the outside. Electric strike locks utilize electric pulses from a low-voltage source to indicate a door should open. Instead of turning a key in a core to remove a lock, the pulse activates an actuator that removes the lock. Electric strike locks enable easier access control modification and are less susceptible to damage than physical locks. Doors will be fail-safe as required by fire codes, but locks to the Security Room and Vault will have mechanical overrides required to open for ingress. Additionally, in order to prevent unauthorized entry during non-business hours, The Company will secure all points of entry with bars, retractable, folding or sliding metal gates, or metal rollup or accordion doors. Exterior windows will also be secured by these means.

17.7 Exterior walls

Exterior walls of the facility will be made of reinforced poured-in-place concrete, concrete block, and high-density steel, such as AR-500 to withstand unlawful forcible entry.

Windows will be reinforced with security shatterproof tinted film to prevent breakage by outside intruders. The Company will ensure that all cannabis and cannabis products will not be visible or accessible from the outside of the premises at all times.

17.8 Security Guards

The company will maintain sufficient staffing of security guards at the processing facility

to reasonably ensure the safety of our employees and the products stored therein. The company will always have one or more security guards working onsite during the facility's business/operating hours. To ensure full staffing, there will be at least two security guards employed by the company, and the company may engage the services of trained interim security services in case both guards are unavailable to work.

17.9 Access Controls

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

Ingress and Egress Access

The Company will implement appropriate security and safety measures to deter and prevent the unauthorized entrance into areas containing cannabis to mitigate risks of cannabis theft. The Company will keep access from outside the premises to a minimum and will ensure access is well controlled, including establishing a locked barrier between the facility's entrance and the limited access area. Additionally, The Company will utilize electronic door locks on limited and restricted access areas and will include devices to detect unauthorized intrusion, which may include a signal system interconnected with a radio frequency method, cellular, private radio signals, or other mechanical or electronic device. The Company will restrict access to any area containing cannabis to all persons except authorized employees and individuals permitted to access those areas of the premises under the supervision of an authorized employee.

Proximity Key Card System

To prevent sharing of access credentials and regulate the access of employees and visitors, The Company will employ a modular, scalable access control system for limited and restricted areas. The Company will provide identification badges/key cards for facility employees based on the area to which they are assigned at a given time to ensure that only employees necessary for a particular function have access to that area. A licensed private security contractor will perform the integration.

The system is managed at the individual cardholder level and at any point the system administrator will be able to disable access to the cardholder or limit their access based on a schedule. The system will also report attempts by individuals to utilize their card when it has been disabled. The employee-in-charge will have the authorization to rapidly modify access authorization and restrictions to accommodate changes in employee roles. employees will be disciplined for sharing key cards or credentials with employees who are unauthorized to enter a restricted area.

The Company will implement appropriate security and safety measures to deter and prevent unauthorized entrance into areas containing cannabis to mitigate risks of cannabis theft. The Company will keep access from outside the premises to a minimum and will ensure access is well controlled. The Company will restrict access to any area containing cannabis to all persons except authorized employees and individuals permitted to access those areas of the premises under the supervision of an authorized employee.

All safes, vault, security equipment, or areas utilized in the dispensing process will remain securely locked and protected from entry until the time required to access. The Company will ensure all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage, and where permissible, locks will be fail-secure, meaning a power failure will not automatically release door locks. The Company will keep all locks and security equipment in good working order.

Access Entry Authorization System

Since traditional key/lock combinations can be replicated or breached easily by professional criminals, The Company plans to use a combination of proximity access readers and PIN code readers to ensure the security of the premises. Each employee will be given an access card that will contain the picture of the employee and a unique serial number/ID associated with the employee. This card will allow access to specific areas the employee is authorized to enter. An electronic log of employees and their associated access credentials will be kept on file.

Employees will visibly wear their government-issued employee identification card on their person at all times while on the premises. Any lost or stolen key cards will be reported to the management immediately so that card access may be suspended. The Company will maintain an electronic backup system for all access codes and electronic records.

The alarm system also works with employee access cards to promote accountability and tracking. Every time an employee uses their key card to enter an area, the alarm system will electronically record and maintain the employee's information, the time and date the employee entered the room, and how long the employee was in the room. The system will send an alert anytime a door is left open for longer than 30 seconds.

The Company will maintain all security system equipment in a secure location so as to prevent theft, loss, destruction, or alterations. The Company will limit access to security equipment areas to employees that are essential to surveillance operations, law enforcement agencies, security system service employees, local officials, and the Department. Upon request, The Company will make available to local officials and the Department a current list of employees and contractors who have access to the Security Room and will keep the office locked and will not use such rooms for any other functions. Access to keys and codes to safes, the Vault, and other equipment or areas will be restricted to practicing The Company employees with a job-specific reason to access it.

The Company will restrict access to any room containing security monitoring equipment to the following: employees who are essential to maintaining security operations; law enforcement agencies; security system service employees; the Department; and others when approved by local officials or the Department. The Company will keep the Security Room locked at all times and will not use the rooms for any other purpose or function.

All employees will be required to sign a confidentiality agreement, the breach of which will be cause for immediate termination. The confidentiality agreement will, among other things, prohibit employees from sharing their access proximity security cards and/or PIN codes.

Two-Factor Authorization

Secured areas such as the Vault and Security Room may be equipped with a two-factor authentication key card and PIN code access system. Authorized individuals will present their access control card at the proximity reader and if they are currently authorized to enter, the reader will require a PIN code to determine if they are authorized entry before releasing the entry-locking hardware. Only those employees with a need to access particular areas of the facility will be given the necessary authorization.

This keycard and a PIN code reader may have a duress alarm feature which will directly or indirectly notify, by the most efficient means, the Public Safety Answering Point for the law enforcement agency having primary jurisdiction. If any The Company employee is under duress (for example, is being threatened by an armed robber), the employee will be able to utilize a "panic" protocol.

All employees will also be given a duress PIN code that they may enter into the keypad; this duress PIN code will signal an emergency situation but still open the door or safe. This duress feature will be active 24/7 on all safes, the Vault door, all access control entry points, and other two-factor authentication doors.

Internal Security Measures for Access

All restricted access areas shall be clearly described in the floor plan of the premises, reflecting walls, partitions, counters, and all areas of entry and exit. The floor plan shall show all storage, disposal, and production areas. All persons who enter the facility will require keycard access or be an escorted and logged visitor. Security guard will deny any unauthorized person access to the facility. The security guard and management will also have multiple video monitors in the Security Room to facilitate constant surveillance of the

premises and protect against casing or collaborative theft techniques (such as distracting the guard). The security guard will have access to a hold-up alarm and will be the immediate respondent to activation of the intercom system in the rear, which is intended only for use by transportation organizations when they arrive.

Restricted Access Entry Points

The Company will take appropriate and effective measures to ensure that access to certain high-security areas of the facility, such as the security room and vault, are restricted to authorized employees. The Company will ensure that any person on the licensed premises, except for employees and contractors of The Company, are escorted at all times by either the licensee or at least one employee when in the limited-access areas of the premises. The Company will keep a record of all unauthorized persons who have been escorted into a limited-access area. Neither will they be permitted to accept compensation to authorize any person to enter such areas and all doors to the limited-access area will be secure with locking devices. The use of two-factor authentication will limit unauthorized entry into restricted areas. For example, an individual with someone else's access key card would not know their PIN code thus, access would be denied into the areas of greater restriction than they are currently in.

All restricted access areas will be identified by the posting of a sign that is a minimum of 12 inches by 12 inches and that states "Do Not Enter - Restricted Access Area - Authorized Personnel Only" in lettering no smaller than one inch in height.

17.10 Secure Recordkeeping

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.)

- Paper records such as visitor logs and laboratory notebooks will be scanned monthly and maintained electronically on the company's servers.

- electronic records will be maintained both on the company's designated servers
- Backups of all non-essential records will be performed at least weekly and maintained in a duplicate backup file on a separate server.
- Backups of essential records, such as financial and cannabis transactions will be backed up continuously by the company's software systems.

The processor will not receive, maintain or store personally identifiable information of any patients.

17.11 Identification Badges

Employees, while on duty, shall wear identification badges that clearly identify them as employees and will be worn at all times while on the licensed premises. Access will be limited based on what badge and badge I.D. the employee is assigned. Employees will not be permitted to place any item in or cover any part of their identification badge holder. Security personnel may use color-codes to detect if employees are outside their permitted areas.

17.12 Visitor Passes

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 Company's premises. The security guard on duty will verify identification, issue visitor passes, and log visitor entry and exit to the facility. visitor badges will be surrendered to the guard upon exit.

17.13 Reporting Loss

The company maintains a consistent process for reporting theft, diversion, or other loss of cannabis or medical cannabis to the Commission and to law enforcement within 24 hours of the event or its discovery.

This procedure applies to all employees, contractors, and other individuals who have access to cannabis or medical cannabis in the course of their work. It is the responsibility of all employees to report theft, diversion, or other loss of cannabis or medical cannabis to their supervisor or the designated point of contact (POC) as soon as possible, but no later

than 24 hours after the event or its discovery. The POC will then be responsible for reporting the incident to the Commission and to law enforcement.

Procedure:

1. If you witness or suspect theft, diversion, or other loss of cannabis or medical cannabis, immediately report the incident to your supervisor or the designated POC.
2. If the incident occurs after normal business hours, contact the designated on-call supervisor or the POC as soon as possible, but no later than 24 hours after the event or its discovery.
3. Provide as much detail as possible about the incident, including the date and time it occurred, a description of the cannabis or medical cannabis that was stolen or lost, and any relevant information about the individuals involved or any witnesses to the incident.
4. If you have physical evidence of the theft, diversion, or loss, such as broken locks or surveillance footage, provide this information to the POC. The POC will report the incident to the Commission and to law enforcement within 24 hours of receiving the report.
5. The POC will also notify the appropriate individuals within the company, such as the CEO or the legal team, as necessary.
6. If the incident involves the theft or loss of cannabis or medical cannabis, the POC may also need to notify other relevant regulatory agencies, such as the Department of Health or the Department of Agriculture.
7. After the incident has been reported, the POC will work with the relevant individuals within the company to review and update policies and procedures as necessary to prevent future incidents.
8. The POC will also track the progress of the investigation and follow up with the Commission and law enforcement as needed.
9. If the incident involves the theft or loss of a significant amount of cannabis or medical cannabis, the POC may also need to notify the company's insurance provider.
10. The POC will report the outcome of the investigation and any actions taken to

prevent future incidents to the appropriate individuals within the company.

11. This procedure will be reviewed and updated annually to ensure it remains effective in preventing and addressing theft, diversion, or other loss of cannabis or medical cannabis.

17.14 Security Plan Availability

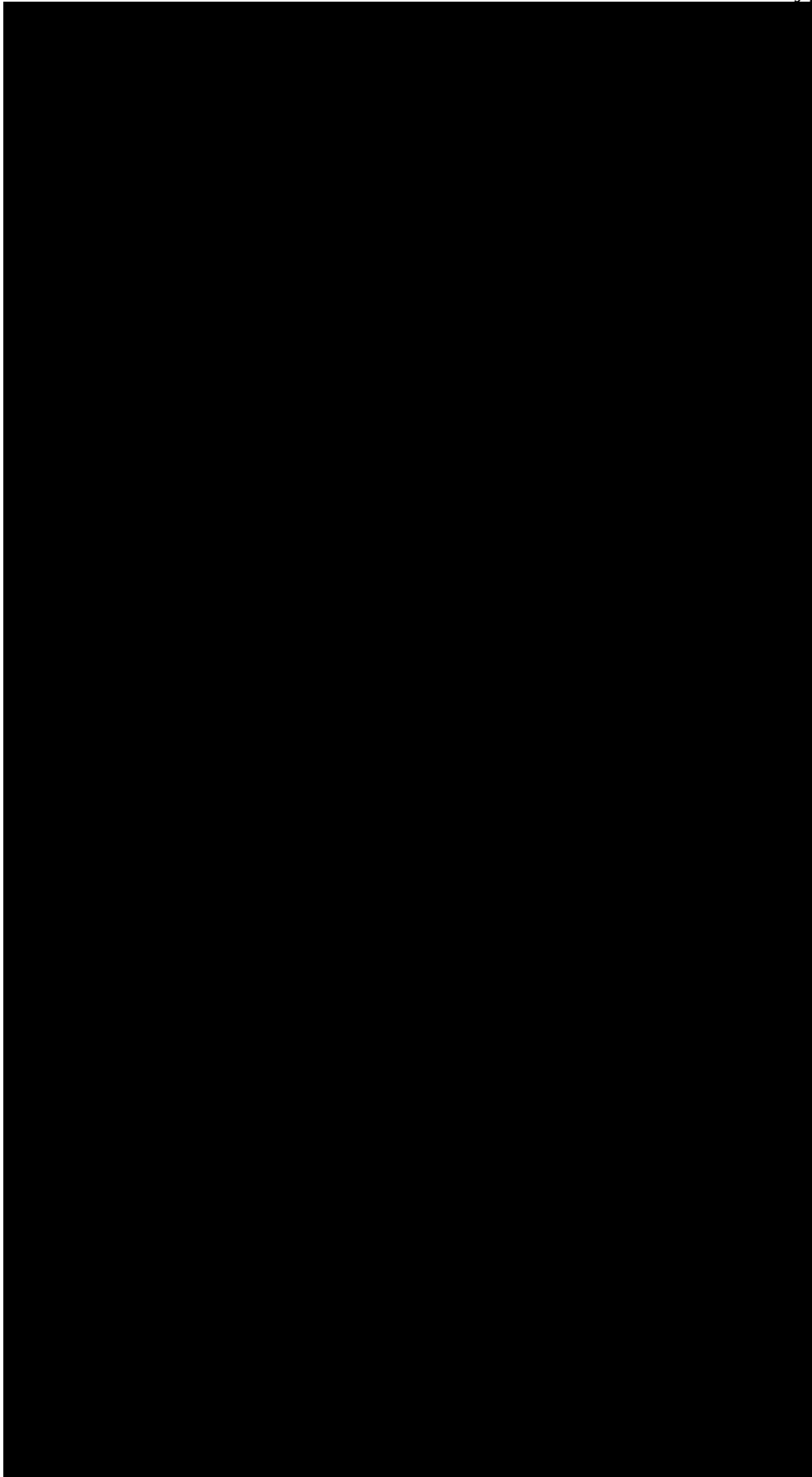
The company confirms and attests, by signature of this plan, that that, upon request, it will make available to the Commission or its inspectors all information relating to the Company's security plan, including, but not limited to, security alarm systems, monitoring, alarm activity, maps of camera locations and camera coverage, audio/video footage, surveillance equipment maintenance logs, authorized use lists, operation instructions, and any other security-related information deemed relevant by the Commission or its inspectors.

17.15 Additional Notes on Exhibit 17

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change. In particular, we anticipate the exact locations of security features will change once the facility is built, and specific security equipment models will be selected at that time that best suit the facility and as recommended by the on-site security team.

17.16 Proposed security layout and camera map

The figure below shows the proposed locations of cameras, motion sensors, window break sensors, secure locks, both inside and outside of the facility. In addition, the site will be surrounded by a perimeter fence, which also will have full camera coverage. A more detailed map will be produced by our security provider once the site has been built.



Green Acres Organic Pharms Inc: Manufacturing Facility –
Security Plan

Exhibit 18 - 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.

[REDACTED]

Printed Name of Verifying Individual

Director

Title of Verifying Individual

[REDACTED]

Signature of Verifying Individual

12/30/2022

Verification Date

Redaction Declaration

The names, addresses, telephone numbers, dates of birth, social security numbers, and financial account amount and numbers are all protected from disclosure as personally identifiable information under federal law and the laws of the State of Alabama. *See* The Privacy Act of 1974, 5 U.S.C. § 552a; *see also* Alabama Data Breach Notification Act of 2018, Ala. Code (1975) § 8-38-1 *et seq.*

The trial and appellate courts in Alabama have similarly adopted rules that limit disclosure of such personally identifiable information in documents filed with the courts. *See* Ala. R. App. P. 56, *Redaction of Personal Identifiers in Documents filed with the Appellate Courts* and Ala. R. Civ. P. 5.1, *Privacy Protection for Court Filings*.

With regard to our security plan and building plans, the Alabama Public Records Law exempts from disclosure “. . . records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures . . . the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare . . .” Ala. Code § 36-12-40 (1975).

18.1 Form G

Exhibit 18 - Personnel Page 1 of 3

License Type: Processor

FORM G: PERSONNEL ROSTER & VERIFICATION

| | |
|--|------------------|
| <u>Green Acres Organic Pharms Inc.</u> | <u>Processor</u> |
| Business License Applicant Name | License Type |

Complete the following information, current to within thirty (30) days prior to the date of application, for all personnel (each leader and employee) affiliated with the Applicant. Attach additional forms if necessary.

| | | |
|----------------------|-------------------|--|
| <u>[REDACTED]</u> | | <u>Director</u> |
| Leader/Employee Name | <u>[REDACTED]</u> | Title/Position |
| <u>[REDACTED]</u> | <u>[REDACTED]</u> | <u>Sales@greenacresorganicpharms.com</u> |
| SSN | Telephone | Email |
| <u>[REDACTED]</u> | <u>[REDACTED]</u> | <u>[REDACTED]</u> |
| Street Address | | |
| <u>Florence</u> | <u>AL</u> | <u>35634</u> |
| City | State | Zip |

| | | |
|----------------------|-------------------|-----------------------------|
| <u>[REDACTED]</u> | | <u>Engineer</u> |
| Leader/Employee Name | <u>[REDACTED]</u> | Title/Position |
| <u>[REDACTED]</u> | <u>[REDACTED]</u> | <u>[REDACTED]@gmail.com</u> |
| SSN | Telephone | Email |
| <u>[REDACTED]</u> | <u>[REDACTED]</u> | <u>[REDACTED]</u> |
| Street Address | | |
| <u>Florence</u> | <u>AL</u> | <u>35634</u> |
| City | State | Zip |

| | | |
|----------------------|-------------------|-------------------------------|
| <u>[REDACTED]</u> | | <u>General Manager</u> |
| Leader/Employee Name | <u>[REDACTED]</u> | Title/Position |
| <u>[REDACTED]</u> | <u>[REDACTED]</u> | <u>[REDACTED]91@gmail.com</u> |
| SSN | Telephone | Email |
| <u>[REDACTED]</u> | <u>[REDACTED]</u> | <u>[REDACTED]</u> |
| Street Address | | |
| <u>Florence</u> | <u>AL</u> | <u>35645</u> |
| City | State | Zip |

Exhibit 18 - Personnel Page 2 of 3

License Type: Processor

| | | |
|----------------------|------------|------------------------|
| [Redacted] | | Advisor |
| Leader/Employee Name | [Redacted] | Title/Position |
| SSN | Telephone | Email |
| [Redacted] | [Redacted] | [Redacted]@evioinc.com |
| Street Address | | |
| Costa Mesa | CA | 92627 |
| City | State | Zip |
| N/A | | N/A |
| Leader/Employee Name | | Title/Position |
| N/A | N/A | N/A |
| SSN | Telephone | Email |
| N/A | | |
| Street Address | | |
| N/A | N/A | N/A |
| City | State | Zip |
| N/A | | N/A |
| Leader/Employee Name | | Title/Position |
| N/A | N/A | N/A |
| SSN | Telephone | Email |
| N/A | | |
| Street Address | | |
| N/A | N/A | N/A |
| City | State | Zip |
| N/A | | N/A |
| Leader/Employee Name | | Title/Position |
| N/A | N/A | N/A |
| SSN | Telephone | Email |
| N/A | | |
| Street Address | | |
| N/A | N/A | N/A |
| City | State | Zip |

Exhibit 18 - Personnel Page 3 of 3

License Type: Processor

| | | |
|----------------------|------------|----------------|
| <u>N/A</u> | | <u>N/A</u> |
| Leader/Employee Name | | Title/Position |
| <u>N/A</u> | <u>N/A</u> | <u>N/A</u> |
| SSN | Telephone | Email |
| <u>N/A</u> | | |
| Street Address | | |
| <u>N/A</u> | <u>N/A</u> | <u>N/A</u> |
| City | State | Zip |
| <u>N/A</u> | | <u>N/A</u> |
| Leader/Employee Name | | Title/Position |
| <u>N/A</u> | <u>N/A</u> | <u>N/A</u> |
| SSN | Telephone | Email |
| <u>N/A</u> | | |
| Street Address | | |
| <u>N/A</u> | <u>N/A</u> | <u>N/A</u> |
| City | State | Zip |
| <u>N/A</u> | | <u>N/A</u> |
| Leader/Employee Name | | Title/Position |
| <u>N/A</u> | <u>N/A</u> | <u>N/A</u> |
| SSN | Telephone | Email |
| <u>N/A</u> | | |
| Street Address | | |
| <u>N/A</u> | <u>N/A</u> | <u>N/A</u> |
| City | State | Zip |

Applicant Verification: The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes a complete and accurate roster of personnel of the Applicant. The undersigned further verifies that, if the Applicant is issued a business license, each individual listed hereinabove (and attached, as necessary) will be registered to the AMCC website and will undergo appropriate pre-employment background checks.

[Redacted]
Printed Name of Verifying Individual

Director
Title of Verifying Individual

[Redacted]
Signature of Verifying Individual

12/30/2022
Verification Date

Exhibit 19 – Business Leadership Credentials

Verification

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

Printed Name of Verifying Individual

Director
Title of Verifying Individual

Signature of Verifying Individual

2/26/2023
Verification Date

Redaction Declaration

The names, addresses, telephone numbers, dates of birth, social security numbers, and financial account amount and numbers are all protected from disclosure as personally identifiable information under federal law and the laws of the State of Alabama. *See* The Privacy Act of 1974, 5 U.S.C. § 552a; *see also* Alabama Data Breach Notification Act of 2018, Ala. Code (1975) § 8-38-1 *et seq.*

The trial and appellate courts in Alabama have similarly adopted rules that limit disclosure of such personally identifiable information in documents filed with the courts. *See* Ala. R. App. P. 56, *Redaction of Personal Identifiers in Documents filed with the Appellate Courts* and Ala. R. Civ. P. 5.1, *Privacy Protection for Court Filings*.

With regard to our security plan and building plans, the Alabama Public Records Law exempts from disclosure “. . . records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures . . . the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare . . .” Ala. Code § 36-12-40 (1975).

19.1 Curriculum Vitae

The company's proposed leadership team includes [REDACTED], CEO, [REDACTED], Chemical Engineer, CSO; [REDACTED], Environmental Engineer COO; [REDACTED], Mechanical Engineer, CCO.

[REDACTED] Founder and Director and planned CEO

[REDACTED] is currently the Founder and CEO of Green Acres Organic Pharms, which currently produces and sells hemp-based medicinal products. He previously worked as Plant Manager, Imperial Casting Co. Inc., where he worked for 15 years. As plant manager and heir apparent to take over the facility, he led over 30 staff members on four operational lines and multiple departments. His responsibilities included hiring, training, and managing staff; and overseeing safety training and compliance, PPE enforcement, sampling and testing, drug testing, equipment maintenance, and OSHA compliance. **EXPERIENCE**

CEO Green Acres Organic Pharms – September 2019 – Current

Built a successful company that produces affordable CBD medicines from Alabama Hemp. Extraction expert with over 3,000 hours of industrial hemp processing experience. Designed & fabricated extraction equipment to efficiently extract hemp/cannabis. Launched a donation and health data acquisition program for people suffering from cancer & parkinson's disease. Fabricated & engineered the company's extraction equipment, designed and built a custom hemp extraction lab to efficiently extract cannabinoids from cannabis. Created one of the most affordable, highest quality CBD tinctures in the US from Alabama grown Hemp., Required all products produced at Green Acres facility to be Full panel, third party tested by a DEA Certified Lab, above state requirements. Process hemp from "Farm to Pharmacy" creating a retail ready, compliant product. Over 3,000 hours accumulated processing and extracting cannabis and isolating and separating cannabinoids using custom built butane closed loop hydrocarbon extractor, -Distillation using short path distillation system, and other methods.

Imperial Casting Co. Inc., Florence, AL. —March 2005 - September 2021

2018-2021 Plant Manager

Over 16 years of Manufacturing Experience producing products for fortune 500 Companies such as General Electric, helped produce a time critical component product

for a power facility. Managed over 30 employees and the day-to-day operations of the Foundry.

2015-2021 Environmental Health & Safety Director

Responsible for the facility complying with all OSHA Safety & health requirements, ADEM requirements, EPA Requirements, ALL Environmental testing requirements, and was a First responder to any injuries on site. While still maintaining responsibilities in other Departments.

2015-2016 Metallurgical Chemistry analysis

Prepared and maintained proper chemistry on iron prior to production and was responsible for creating various programs within Imperial to increase productivity and efficiency.

2015-2016 Quality Control

Inspection/ Daily quality control inspection after production, to inspect all castings produced & to identify and correct deficiencies

2005-2015 Landscaper, Janitor, Core Room Labor, Iron Pourer, Lead Iron Pourer

EDUCATION

May 2015- August 2015. - Wallace State, Hanceville, AL Private Pilot Helicopter Training

August 2009- August 2012 - University of North Alabama, Business Management.

AWARDS

May 2021 Green Acres Organic Pharms won \$20,000 award from "The Shoals Lift Off" Competition, awarded by area business leaders and university professors.

██████████. Chemical and Fluids Engineer and planned CSO

██████████ is a test launch engineer for Blu Origin. He joined the company as a contract Engineer and assisted with a systemic upgrade of the company's closed loop hydrocarbon system. He designed and built a falling film evaporator for solvent recovery of the ethanol extraction system. He incorporated sensors and gauges into the system to identify optimal parameters for improving the system operation and allowing remote monitoring of the system from anywhere with internet connectivity. He also developed and refined the software interface to display data and to initiate the systems operation for easier operator control.

██████ entrepreneurial credentials include working as an independent contractor for several technical projects including custom fluid handling control systems for supporting scientific experiments on the international space station as well as manufacturing optimization for local small businesses. ██████ is project manager lead for many of the projects he has worked on and has led teams of 3-5 people at both Nasa and Blue Origin jobs. He tasks and directs younger engineers to assist with portions of the work scope including data gathering and project report drafts that support the projects. Much of his professional work performed is fluid engineering systems for rocket engine test stands and launch pads. ██████ has hands-on experience executing mechanical, chemical, biomedical, and electrical engineering projects. In addition to traditional office-based projects, ██████ has field experience in chemical and biological laboratories, industrial manufacturing, offshore drilling operations, and cryogenic launchpad equipment design.

The Falling Film Evaporator system he developed consists of consumer off the shelf parts such as UL certified pumps and sensors that were incorporated into the falling film evaporator system design using past experience in fluid handling system design and his background in chemical engineering. Stainless sanitary food grade pieces with proper ASME welded sanitary flanges were procured and arranged according to the flow path design of the system. ██████ developed the operating procedures and is continually optimizing the system for efficiency enhancements. ██████ is already designing a second-generation system to further enhance the capability.

EXPERIENCE

Blue Origin (July 2021 – Present) – Test and Launch Engineering Team

Fluid system design engineering and component selection for internal customers; relief valve and control valve, and line sizing calculations; pneumatic panel P&ID design, HazOp review

Green Acres Organic Pharms (Oct 2020 – Present) – Contract Engineer

Lead extraction equipment development and operations optimization

GP Strategies – (Oct 2019 – July 2021) – Cryogenic Fluid Systems Design Engineer

Routed the LO2, LH2, and Cold Helium subsystem piping for the Mobile Launcher 2 (ML2) in Creo Parametric. Presented LO2 and LH2 line sizing calculation reports to the NASA chief engineers for ML2 30% design review. Created a custom program to

expedite design iteration process by calculating pressure drops through geometric line dimension data extracted from the Creo 3D model.

Independent Engineering Contractor– (Jan 2017 – Oct 2019) – Engineering technical consultant for various clients

Designed and built a custom microfluidic pump for use in life science research. Developed electronic monitoring systems programming logic to integrate sensor feedback with operation control. Automated data analysis and production performance tracking.

Atwood Oceanics (May 2014 – Dec 2016) – multiple positions

Roughneck/Roustabout – *Atwood Advantage* UDW Drillship – Gulf of Mexico (Mar 2016 – Dec 2016)

Operations Engineer/Management Trainee – *Atwood Achiever* UDW Drillship – International (May 2014 – Feb 2016)

Halliburton (Jan 2013 – Apr 2014) MWD (Measurement/Logging While Drilling) Field Engineer – Gulf of Mexico

Monitored and Managed logging and petrophysical measurements during drilling operations.

International Paper (Jan 2010 – Aug 2011 with 3 semester rotations) Chemical Engineering Co-op Student

Analyzed and exported process data to develop reports on process efficiency.

Tasked and supervised contractors during annual outage for equipment inspections

Assisted development of reliability improvement initiative

EDUCATION

The University of Alabama (2012) – B.S. in Chemical Engineering; Minor in Business Administration

RELEVANT LICENSES & CERTIFICATIONS

NASA KSC unescorted launchpad access badge, NASA Cryogenics Safety Course, ITAR/SBU Compliance training, Advanced Marine Firefighting (Texas A&M), BOSIET, Well Control License (WCS)

██████████, Environmental Engineer, and planned COO

██████████ is a natural and exemplary manager, guide, and leader. The eldest of nine children, ██████████ readily seeks to apply his unique background in formal academia, bench- top science, hemp horticulture, and regulatory compliance to the growing team at Green Acres. After earning his bachelor's in biology from Saginaw Valley State University, ██████████ moved to Colorado during the tail end of the 'Green Rush' in 2014. While at the University of Northern Colorado, he conducted research on trophic interactions between plants, insects, and mycorrhizal fungi. Evaluating changes in plant physiology in conjunction with measuring quantitative gene expression allowed ██████████ and colleague to publish several scientific papers

His time in graduate school was split between managing the greenhouse, overseeing the university's plant collection, instructing several undergraduate courses, and performing novel molecular biology techniques.

A.S. was a visiting professor of Biology at Adam State University in Alamosa, Colorado. While there he joined a hemp farm and served as the lead consultant on developing SOPs, maximizing/monitoring plant growth, and amending soil/fertilizers. Their team raised thousands of hemp plants from clones to the field with several acres planted in their inaugural year.

Most recently, ██████████ worked as an Environmental Engineer for Constellium in Muscle Shoals, Alabama. His primary focus is on waste management and is responsible for tracking the over 3 million lbs of waste that are generated at the facility monthly. He works closely with several regulatory bodies, including the EPA and ADEM and performs compliance reporting. He was recently promoted into a project management role and serves as the primary manager on several environmental-related projects.

EXPERIENCE

Environmental Engineer - Constellium Muscle Shoals, Alabama - *October 2021 – Present*

Oversaw >1000 employee sitewide management of hazardous, nonhazardous, and universal waste and recycling streams for both solid and water waste. Profiled single largest hazardous waste stream into a licensed facility to be accepted as a continued use material. Decreased hazardous waste generation by 90%, permitting our facility to transition to SQG

for hazardous waste. RCRA Hazardous Waste Management, DOT Hazardous Materials Transporter, HAZWOPER, Site Radiation Safety Officer.

Lecturer, University of North Alabama Florence, Alabama - 2018 –2021

Lecturer and lesson planner for undergraduate Biology courses. Oversaw University Greenhouse (30'x60' building) containing diverse collections of plant-related teaching materials =

Plant Physiology Consultant Three Guys Farms Monte Vista, Colorado - 2018

Implemented SOPs for newly transitioned hemp-growing operation. Monitored growth and optimized nutrient protocols. Developed original growth medium and supplementation for both adult and newly created clone plants

Visiting Assistant Professor Adams State University; Alamosa, Colorado - 2017 - 2018

Taught several entry-level (Biology for majors, non-majors, human anatomy/physiology) lectures and laboratories. Created and implemented novel high-level Biology course (Biological Interactions)

EDUCATION

Masters of Science in Biological Sciences. University of Northern Colorado 2017

Researched interactions between plants, insects, and mycorrhizal fungi. Performed RNA isolation, cDNA synthesis, novel primer design, and qPCR. Adapted procedures for rearing insects and optimized laboratory conditions for plants growth. Research Excellence Award: Graduate Oral Presentation in the Natural Sciences. Dr. Albert M. Winchester Graduate Fellowship in Biology

Bachelor of Science in Biology, Minor in Chemistry Saginaw Valley State University 2014

PUBLICATIONS

Mycorrhiza-induced resistance in potato involves priming of defense responses against cabbage looper. University of Northern Colorado. Environmental Entomology, Volume 48 (2), 370 - 381, January 2019.

█ Glauser, BSME, MBA Executive Cannabis Advisor and planned CCO

█ is a Mechanical Engineer and Senior Executive with over 30 years' experience in various fields including as a founder and COO of cannabis services firms. Since 2014, she has been a leader in the cannabis industry in the US, Canada, and Europe, working on the

licensing, accreditation, buildout, development, purchase, operations, and sale of many cannabis licenses. She led the planning and licensing of dispensaries, processors, cultivation facilities, and testing labs across US and Canada. She is familiar with cannabis regulations and market and economics of the industry in numerous states and Canada. In her role as advisor, she will provide strategic planning, financial planning, organizational management, and formalize and document processes and ensure full compliance with Alabama law.

She held various leadership positions, including CEO, COO, and Managing Director, and has successfully grown companies from scratch to operate in multiple locations. She previously worked as a "Big-4" consultant, and a technology product manager. She has experience in consulting and special projects, including accreditation and licensing efforts, and has led M&A efforts and integrated teams from acquired companies. She has also worked as a business process lead in the energy industry and developed software to present regulatory and financial data to clients. In addition, she has experience in developing and managing new energy technology product and program launches at multiple Fortune 500 companies and has been recognized as a finalist in a clean energy accelerator program. She holds an adjunct instructor position in project management in 2014 published the "Medical Marijuana Desk Reference".

Advisor had prior management consulting experience with Ernst & Young, IBM, and Financial Times Group. She started her career working as a mechanical engineer at Bellefonte and Browns Ferry Nuclear plants in Northern Alabama. She earned her engineering degree at the University of New Hampshire, and her MBA at the University of Alabama in Huntsville.

19.2 Roles of Leaders and Scientists

A detailed explanation of the role each leader, scientist or engineer is to have in the processing of medical cannabis at each facility.

Chief Executive Officer (CEO)

The CEO has ultimate responsibility for the business and license. Oversees operations, defines, and implements strategy, responsible for corporate financial performance, ensures that production goals are being set and achieved, GMP goals are met. Responsible for recruiting and hiring senior-level team members, including engineers, scientists, and

processors. Ultimately responsible for product selection, formation development; compliance; quality; production throughput; fundraising, continuous improvement; workplace efficiency. Qualifications: Experience managing and operating a manufacturing facility. Experience leading a pharmaceutical, cannabis or hemp processing facility. Advanced degree in Chemistry or Chemical Engineering desirable.

Chief Operations Officer (COO)

The COO manages operations, including development of standard operating procedures and staff training programs that are responsive and adaptable based on compliance with applicable law. The COO must analyze current and future market trends to help to achieve the company's profitability goals and other objectives. The COO will create and implement production plans; select equipment and materials; **and** assist in selecting vendors and outsourced services. Guaranteeing the smoothness in day-to-day operations for not only patients and caregivers but staff and our community while adjusting strategic plans for long-term aims

Chief Compliance Officer ("CCO")

The CCO ensures daily operational compliance by developing, maintaining, and continuously improving upon a comprehensive compliance program designed to ensure that every level of the operation acts within the applicable federal, state, and municipal regulations. The CCO also acts as the communication link between our business and the regulators when implementing rule changes or reporting to the state or local jurisdiction. The CCO manages licensing, bond, and renewal processes; monitors regulatory updates to verify or amend all standard operating procedures in compliance with local, state, and applicable federal regulations; audits inventory, systems, and reports; and creates, manages, and delivers compliance-based education and training.

Chief Financial Officer

The CFO is responsible for all financial activities including building the core financial practices and controls to meet the needs of the company's expanding operations. CFO will also hire and manage accounting personnel including bookkeepers, accountants, and third-party accounting, tax preparation, and financial services vendors. The CFO oversees all financial functions of the company; Creates and implements a company budget and departmental budgets; develops and maintains relationships with financial institutions.

Responsible for maintaining accounts per Generally Accepted Accounting Practices (GAAP). Has knowledge of IRS 280E tax rules and requirements. **Qualifications:** Degree in Accounting or CPA, with public accounting or highly regulated public company experience, US GAAP CPA or master's degree preferred, Cannabis industry experience, IRS 280E, AML/KYC

Chief Science Officer

The CSO will be responsible for the company's technology, formulations, processes, methods, and equipment, and the teams that produce products. The CSO will set research priorities, oversee technical operations, and represent the scientific interests of the company. Design and scale up of new extraction and refinement methodologies, responsible for standard operating procedures for production of all products. Oversee production facility, implement cGMP/ISO quality program; enforce compliance, safety, and health regulations. Qualifications: Advanced degree in Chemistry, Chemical Engineering or Industrial Engineering, Experience operating extraction labs, managing operator teams. Experience designing, operating, and maintaining extraction equipment.

Extraction Engineer

The Extraction Engineer will be responsible for applying the standards developed by the CSO and will modify formulations, equipment, and procedures as necessary. Collaborating with the CSO to modify existing or create novel processes related to product extraction, separation, and refinement. Optimize distillation processes to consistently produce products of desired potencies.

Director of Compliance (DOC)

The Director of Compliance is responsible for ensuring that the facilities and operations remain compliant with the company's quality plan, meet GMP requirements, and meet state and local regulations. The DOC will also be responsible for maintaining and implementing the company's Security and Safety procedures, responsible for inventory and managing any QA and inventory discrepancies. DOC will Hire, train, and manage compliance staff including inventory manager, ensures the accuracy of all incoming and outgoing transfer of materials, includes signing of manifests, conduct routine compliance audits (monthly and quarterly) across all departments.

Director of Product

Director of Product is responsible for the company's product roadmap, pricing,

packaging, marketing, and advertising of products and services offered by the Company. Budgeting, progressing, and rolling out new products/services. Ensuring that product packaging and labeling are compliant, understand customer product needs as well as the competitive marketplace.

19.3 Five-Year Hiring Plan

During the first year, the company will be pre-operational and in build phase. At that time, the company will have on staff full time Chief Executive Officer, and other leadership will work part time. By year 1, the leadership team will be in place, and in year 2, a director of product will be hired. The table below shows the hiring plan:

| Leadership Roles | Pre-Lic. | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|-------------------------|-----------------|---------------|---------------|---------------|---------------|---------------|
| Chief Executive Officer | 1 | 1 | 1 | 1 | 1 | 1 |
| Chief Financial Officer | 0.5 | 0.5 | 0.5 | 0.5 | 1 | 1 |
| Chief Science Officer | 0.5 | 1 | 1 | 1 | 1 | 1 |
| Director of Compliance | 0.5 | 1 | 1 | 1 | 1 | 1 |
| Director of Product | | | 1 | 1 | 1 | 1 |
| Extraction Engineer | | 1 | 1 | 1 | 1 | 1 |

Refer to section 19.2 above for qualifications, required education, and required experience, and expected roles of such personnel

Additional Notes on Exhibit 19:

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission, and the staff we have identified at the time of the application. The applicant will update or amend any information in this exhibit that may change. That may include additional or changed staffing as the company achieves licensing.

Exhibit 20 – Employee Handbook

Verification

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

Printed Name of Verifying Individual

Director
Title of Verifying Individual

Signature of Verifying Individual

12/29/2022
Verification Date

Redaction Declaration

The names, addresses, telephone numbers, dates of birth, social security numbers, and financial account amount and numbers are all protected from disclosure as personally identifiable information under federal law and the laws of the State of Alabama. *See* The Privacy Act of 1974, 5 U.S.C. § 552a; *see also* Alabama Data Breach Notification Act of 2018, Ala. Code (1975) § 8-38-1 *et seq.*

The trial and appellate courts in Alabama have similarly adopted rules that limit disclosure of such personally identifiable information in documents filed with the courts. *See* Ala. R. App. P. 56, *Redaction of Personal Identifiers in Documents filed with the Appellate Courts* and Ala. R. Civ. P. 5.1, *Privacy Protection for Court Filings*.

With regard to our security plan and building plans, the Alabama Public Records Law exempts from disclosure “. . . records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures . . . the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare . . .” Ala. Code § 36-12-40 (1975).

A verified copy of the Applicant's proposed Employee Handbook, if available, including, but not limited to, safety policies, including personnel safety and crime prevention techniques.

Employee Handbook - Summary

In response to the AMCC Dispensary application, this document provides a summary of the Company's Employee Handbook, which is currently more than 50 pages long. Therefore, a 5-page summary of the handbook is provided herein. We summarize most of the Handbook at a very high level and provide particular detail in the areas of safety and crime prevention. Contents of the Employee Handbook are shown in *italic font*.

Employees are provided an Employee Handbook upon hire. The Company's Handbook includes the following sections:

1. *Introduction*
2. *Employment*
3. *Conduct and Behavior*
4. *Compensation*
5. *Benefits*
6. *Attendance and Time Off*
7. *Continuing Education*
8. *Workplace Health, Safety and Security*
9. *Security*
10. *Crime Prevention*
11. *Workplace Guidelines*
12. *Employment Separation*

Every employee is required to acknowledge through signature that they have read and understand the company's employee handbook. Employees are also required to sign any time the handbook is updated. Summary of each of the sections and its subsections is listed below:

1. Introduction

The introductory chapter of the handbook provides a welcome to new employees. It also describes the history, mission, and vision of the company. It also describes the purpose of the Handbook.

2. Employment

The employment section of the Handbook begins with new employee orientation and follows with sections describing the company's employment policies including:

- *New Employee Orientation*
- *At-Will Notice*
- *Employment Classifications*
- *Background Checks*
- *Introductory Period*
- *Anniversary Date and Seniority*
- *Personnel Records*
- *Job Transfers*
- *Employee References*
- *Employment of Relatives*
- *Equal Employment*
- *Immigration Law Compliance*

3. Employee Conduct and Behavior

The handbook explains the company's expectations of and disciplinary action taken in case of conduct violations. The sections include:

- *General Conduct Guidelines*
- *Confidentiality*
- *Dress Code*
- *Sexual and Other Unlawful Harassment*
- *Abusive Conduct*
- *Complaint Procedure*
- *Anti-Retaliation and Whistleblower Policy*
- *Discipline*

4. Compensation

This section describes compensation policies including:

- *Pay Periods*
- *Timekeeping*
- *Overtime*
- *Payroll Deductions*
- *Pay Adjustments*
- *Promotions and Demotions*

- *Performance Evaluation*
- *Work Assignments*
- *Expense Reimbursement*

5. Benefits

This section describes company's benefits program:

- *Health and Welfare Benefits*
- *Continuation of Benefits*

6. Attendance and Time Off

This section describes company's attendance policies:

- *Attendance and Punctuality*
- *Holidays*
- *Sick Leave*
- *Vacation*
- *Unpaid Family & Medical Leave*
- *Temporary Disability Leave*
- *Military Leave*
- *Military Family Leave*
- *Jury Service Leave*
- *Victims of Domestic Violence, Sexual Assault & Stalking Leave*
- *Personal Leave of Absence*
- *Bereavement Leave*

7. Continuing Education

This section describes company's policies on continuing education:

- *Continuing Education*
- *Seminars and Conferences*

8. Workplace Safety

This section of the handbook explains workplace safety policies and training requirements. There are two aspects of personnel safety - general office safety, and specific safety policies as it pertains to the production area.

Safety, Generally includes:

- *Office Safety*
- *Non-Smoking Policy*
- *Drug and Alcohol Policy*
- *Reasonable Accommodations*

- *Workplace Violence*
- *Driving Safety*
- *Inclement Weather*
- *Injury and Accident Response and Reporting*
- *Workers' Compensation*

Safety on the Production Floor includes policies and required training in the following areas:

- *Safety & Health Program Training*
- *Qualified Personnel Only*
- *Equipment Lock Out/Tag Out*
- *PPE Required*
- *Safety Equipment Provided*
- *Chemical and Gas Safety*
- *Fire/Explosion Protection Plan*
- *Emergency Action Plan*
- *Safety from Physical Hazards*
- *OSHA Compliance*
- *Panic Buttons*

9. Crime Prevention

The Handbook includes the company's policies on crime prevention.

- *Crime Prevention Policies*
- *Min. Number of Employees Onsite*
- *Security Systems Required*
- *Access Control*
- *Reporting Criminal Activity*
- *No Diversion*
- *Lighting*
- *Securing Facility*
- *Robbery Awareness Training*
- *Security Training*

10. Security

The Handbook includes the company's policies on security.

- *Security Policies, Procedures and Training*
- *Keys and Access*
- *Video and Audio Surveillance*
- *Motion Detection*
- *Visitor Requirement*

11. Workplace Guidelines

The Handbook also includes other general workplace guidelines:

- Hours of Work
- Off-the-Clock Work
- Meal Periods
- Rest Periods
- Workplace Privacy
- Lactation Accommodation
- Attendance and Tardiness
- Professional Image
- Confidentiality
- Health Insurance Portability and Accountability Act (HIPAA)
- Conflict of Interest
- Business Gifts
- Communicating with Media
- Communicating with Officials
- Outside Activities
- Outside Employment
- Reporting Irregularities
- Inspections and Searches
- Corporate Communications
- Telephones
- Personal Telephone Calls
- Computers
- Guidelines for Communication on the Corporate Network
- Internet Policy
- Expectation of Privacy
- Bringing Your Own Device
- Social Media
- Personal Property
- Parking

12. Employment Separation

The Handbook specifies policies for separation and termination:

- Resignation
- Exit Interview
- Termination
- Personal Possessions and Return of Company Property
- Post Termination Security

Exhibit 21 – Quality Control and Quality Assurance Plan

Verification

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

Printed Name of Verifying Individual

Director
Title of Verifying Individual

Signature of Verifying Individual

12/29/2022
Verification Date

Redaction Declaration

The names, addresses, telephone numbers, dates of birth, social security numbers, and financial account amount and numbers are all protected from disclosure as personally identifiable information under federal law and the laws of the State of Alabama. *See* The Privacy Act of 1974, 5 U.S.C. § 552a; *see also* Alabama Data Breach Notification Act of 2018, Ala. Code (1975) § 8-38-1 *et seq.*

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Introduction

The company's quality control and quality assurance plan describes the manufacturing, sampling and testing processes that the company takes to ensure the safety, potency, stability, lifespan, and consistency of its cannabis products.

Good Manufacturing Processes

In order to produce cannabis products in compliance with GMPs, a manufacturer will take steps to ensure that the products meet the required standards. These steps include:

1. Establishing and maintaining a clean and controlled environment: The production facility will be designed and constructed to minimize the risk of contamination and should be kept clean and well-maintained at all times. This may include measures such as proper ventilation and air filtration, temperature and humidity controls, and adequate lighting.
2. Using appropriate equipment and facilities: The manufacturer will use only high-quality, well-maintained equipment that is appropriate for the production of cannabis products. This may include items such as stainless-steel tanks, mixers, and processing equipment.
3. Implement standard operating procedures (SOPs): The manufacturer will have written SOPs in place for all aspects of production, including raw material handling, processing, packaging, and testing. These SOPs will be followed consistently to ensure that the products meet the required standards.
4. Training employees: All employees involved in the production process will be properly trained in GMPs and the specific SOPs for their job duties. This may include training on topics such as hygiene, quality control, and equipment maintenance.
5. Testing raw materials and finished products: The manufacturer will have a quality control program in place to ensure that all raw materials and finished products are tested for potency, purity, and safety. This may include testing for contaminants such as pesticides and heavy metals, as well as verifying that the products meet the required potency levels.

6. Verify that products are properly labeled and packaged and in accordance with AMCC regulations
7. Maintaining records: The manufacturer will keep accurate and detailed records of all production processes, including raw material and finished product testing results, batch and batch packaging and labeling records, employee training records, and equipment maintenance records. These records should be easily accessible and should be retained for a specified period of time in case they are needed for regulatory purposes.
8. Implementing a rigorous Quality Management Program that includes the implementation of a Quality Manual, defines quality monitoring procedures, defines a continuous improvement and corrective action process, includes appropriate change management and internal and external reporting processes, and takes a risk management approach to quality management.

By following GMPs and complying with state laws and regulations, the manufacturer can ensure that our products meet the required standards for safety, potency, stability, lifespan, and consistency. This is important not only to protect the health and well-being of consumers, but also to maintain the reputation and credibility of the company and Alabama's medical cannabis program.

Quality on Demand Program

Operations for the production of high-quality medicinal cannabis products will be supported through a subscription to a comprehensive Quality-On-Demand program designed to create a culture of quality throughout the organization. This program is provided by Keystone Labs in Alberta Canada. Keystone is itself a GMP certified facility that provides testing and quality assurance services for pharmaceutical and cannabis industries.

The program supports four key pillars of the organization's own quality program and include:

1. On-going support for the library of standard operating procedures. Including

- updates to procedures to ensure continued compliance with state laws and regulations, as well as reflect the evolution of operations conducted at the facility.
2. Regulatory updates that will impact the organization. These updates include a summary of the update, an impact assessment, and an implementation plan.
 3. On-going training in current procedures, changes to regulations, changes to procedures, and industry best practices. The training uses good manufacturing practices as a template for the program.
 4. Annual quality review that summarizes all changes and updates made to laws, regulations, procedures, equipment, and products. It summarizes key metrics of the quality program including client complaints, deviations, out of specifications, product failures, product destruction, corrective and preventative actions. This review serves to provide insight into the on-going operations and highlight areas that need improvement.

By supplementing the internal quality program with the Quality-On-Demand program, following GMPs and complying with state laws and regulations, the organization will ensure that all products meet the required standards for safety, potency, stability, lifespan, and consistency. This is important not only to protect the health and well-being of consumers, but also to maintain the reputation and credibility of the company and Alabama's medical cannabis program and will allow the organization to operate efficiently over the long term.

21.1 Manufacturing Process

This section provides an overview of the steps to be taken in the manufacturing process to ensure the facility maintains high quality products.

Raw Materials

The company will process cannabis produced only by an Alabama licensed cultivator and produce only approved medical cannabis products.

The processor's medical cannabis products must:

- (a) Be shown to meet intended levels of purity.
- (b) Be shown, via demonstration of a valid and unexpired Certificate of Analysis from a third party, licensed and ISO 17025 certified testing lab, to be reliably free of toxins and contaminants
- (c) Contain no additives other than pharmaceutical grade excipients.

Manufacturing Methods

The processor will use documented good quality practices and meet current Good Manufacturing Practices in its extraction and processing. Good manufacturing practices (GMPs) are a set of guidelines and standards that ensure the safety, potency, stability, lifespan, and consistency of products.

Permitted Product Types

The cannabis processor may only produce medical grade cannabis products in the following forms, as determined by rule by the commission, that contains a derivative of cannabis for medical use by registered qualified patients:

1. Oral tablets, capsules, or tinctures
2. Non-sugar coated gelatinous cubes, gelatinous rectangular cuboids, or lozenges in a cube or rectangular cuboid shape
3. Gels, oils, creams, or other topical preparations
4. Suppositories
5. Transdermal patches
6. Nebulizers
7. Liquid or oil for administration using an inhalers

The processor will not produce or sell raw cannabis plant material, any product administered by smoking, combustion, or vaping; or any food product that has medical cannabis baked, mixed, or otherwise infused into the product, such as cookies or candies.

21.2 Sampling Plan

The company will perform, at its own expense after licensure, quality control and testing

of a qualified sampling (as defined in Chapter 10 of the Rules) of medical cannabis in its control, regardless of whether said medical cannabis has been packaged, labeled and sealed. Such testing shall be conducted by a State Testing Laboratory (as detailed in Chapter 10 of the Rules).

The plan shall include, but is not limited to, the following:

21.2.1 Tests to be conducted at each stage of processing:

Pre-Production: Required Test of Raw Materials

Prior to procurement of materials for extraction or processing, raw plant material must have been tested by a licensed, third-party independent test facility. A valid Certificate of Analysis must quantify cannabinoid and terpene potency profiles and show that it passed all required safety tests. These tests include foreign matter inspection, contamination test including pesticides, herbicides, growth regulators and heavy metals; and microbial analysis including mycotoxin, total yeast and mold, total *Enterobacteriaceae*, *Salmonella*, pathogenic *E. coli* and the *Aspergillus* species *fumigatus*, *flavus*, *terreus* and *niger*. Quantification of “passed” results are defined in Appendix of Chapter 10 of regulations.

Pre-Production - Research and Development Testing

The company will perform research and development in its pursuit to create and optimize formulations of various cannabis products. Cannabis is by nature a non-homogeneous product, and therefore will vary in consistency, strain, and chemical make-up. Even if provided specific formulations and processing procedures from other manufacturers, the specific application with different equipment, different strains, and different growing and manufacturing conditions may result in different outcomes. Therefore, the company will require a substantial number of R&D tests to first establish a product baseline. And then to establish proper and consistent potencies.

During Production - Product Homogeneity Testing

The company’s products will be tested to ensure that products are homogeneous. A non-homogeneous product can lead to inconsistent, mislabeled products, and worse, patients

who are sickened by under- or over-dosing.

Homogeneity or uniformity of a formulation is a requirement for ensuring integrity of a manufacturing process, and also ensuring that all products that are produced meet label specifications and are of correct dose. Demonstrating homogeneity ensures that the product contains active ingredient(s) uniformly throughout the formulation. Accurate assessment of homogeneity is accomplished by using an appropriate sampling protocol and validated analytical methodology. Assessing homogeneity for preclinical dose formulations is generally completed by sampling the prepared formulation at various strata in the formulation container. Sampling from the top, middle, and bottom followed by analysis using a validated analytical method is an example. Homogeneity is established by sampling from the initial preparation at both the lowest and highest dosing concentrations. Confirmation of homogeneity ensures that the formulation preparation procedure is adequate for the study.

Homogeneity of a formulation can be affected by multiple factors, including, but not limited to batch size or volume, Mixing methods, uniform particle size of the test article, product composition. Homogeneity should be reassessed when there is a significant change in the batch size. These tests ensure that the formulation process at each scale yields a homogeneous mixture. Once homogeneity has been established using a specific formulation procedure, it is crucial to document and follow the method. Minor changes may affect the ability to prepare and maintain a homogeneous mixture.

The company will be assessing homogeneity is typically assessed by requesting laboratory analysis of samples taken from the top, middle, and bottom of a formulation batch using a validated analytical method. The sample potency results are compared with standard acceptance criteria for precision (percent relative standard deviation or % RSD).

Homogeneity is critical to the safety and consistency of cannabis products. Homogeneity also depends upon various factors, including batch size, mixing and blending techniques, and particle size. Accurately determining homogeneity depends upon standardized sampling techniques and using appropriate analytical methodology.

During Production - Process Validation Testing

Process validation tests: These tests are used to verify that the manufacturing process is consistent and produces a product that meets the required specifications.

The company shares FDA's definition of process validation as the collection and evaluation of data, from the process design stage through commercial production, which establishes scientific evidence that a process is capable of consistently delivering a quality product.

The 3 stages of process validation are 1) Process Design, 2) Process Qualification, and 3) Continued Process Verification. Current Good Manufacturing Practices (cGMP) come strongly into play when participating in pharmaceutical process validation activities. The company will adopt practices to ensure uniformity in data collection and other information and to maximize accessibility so that benefits can be achieved later on in the product life cycle. Process validation activities provide confirmation that a manufacturing process is protected to the extent possible from variances that could interfere with the final medical cannabis product, the intended supply chain, or public health. Adherence to these factors is important to the safety and effectiveness of pharmaceuticals and to quality patient care. Once the company acquires tested product and begins its manufacturing, it will perform tests to ensure that the process is consistent from batch to batch.

Specific ways the company will perform process validation testing is comparison of test results from batch to batch over a period of time, performing trend analysis to identify any changes in test results, and specifically testing for homogeneity, as described above, not only within batches, but across batches.

During and Post-Production: Stability Tests

Stability tests are performed to determine how well the product retains its potency, purity, and quality over time. This is important to establish and validate a product shelf life and ensure that the product remains effective and safe for use throughout its shelf life.

Steps to perform stability test includes:

- Determine the stability-indicating properties of the product. Determine which characteristics of the product are most likely to change over time and are therefore the most important to monitor during the stability study. This may include the active ingredient, any excipients or inactive ingredients, the physical appearance of the product, and the pH.
- Select the storage conditions that will be used during the stability study. This may include factors such as temperature, humidity, and light exposure. It is important to select storage conditions that are representative of the conditions under which the product will be stored and used.
- Prepare the test samples according to the specified conditions. This may involve preparing a series of samples at different time points, such as at the time of manufacture and at various intervals throughout the stability study.
- Conduct stability tests according to a predetermined protocol, which should include specific instructions for handling and testing the samples. The samples should be tested for the stability-indicating properties at each time point to determine how the product is changing over time.
- Analyze the results: The results of the stability tests should be carefully analyzed to determine how the product is changing over time. This may involve comparing the results of the test samples to the specifications for the product, or to the results of a control sample that has been stored under ideal conditions.
- Determine the shelf life of the product: Based on the results of the stability tests, a shelf life can be determined for the product. This is the length of time that the product can be expected to remain stable and effective under the specified storage conditions.
- As applicable, update the product label specifications: The shelf life of the product should be included on the product label, along with any other relevant information about the storage and handling of the product.

It is important to note that stability testing is an ongoing process, and the results of the stability study may need to be reevaluated over time as the product is further developed and manufactured. Additionally, stability testing may need to be repeated under different

storage conditions or with different batches of the product to ensure its stability and quality.

Postproduction - Full Compliance Testing of Finished Product

Once the company has established its formulations and processes, have validated the processes and demonstrated homogeneity, the company will begin full production. Batches of produced product will then be tested by a licensed, third-party State Testing Lab in accordance with Chapter 10 of the rules.

Fully processed extract of cannabis, including mixtures of extracted products or oils or fats derived from natural sources, including concentrated cannabis extracted with CO2 shall be tested for the following: cannabinoid and terpene potency profile, foreign matter inspection, contamination test including pesticides, herbicides, growth regulators and heavy metals; and microbial analysis including mycotoxin, total yeast and mold, total *Enterobacteriaceae*, *Salmonella*, pathogenic *E. coli* and the *Aspergillus* species *fumigatus*, *flavus*, *terreus* and *niger*. Extract of cannabis (solvent-based) made with any approved solvent, including concentrated cannabis extracted by means other than with CO2 will also be tested for presence of residual solvents.

The licensed testing laboratory will be responsible for sample collection, as samples will be collected in accordance with state rule to ensure a random and representative sample of the batch. Quantification of “passed” results are defined in Appendix of Chapter 10 of regulations.

Topical cannabis infused product, including a product which contains concentrated cannabis requires testing for cannabinoid and terpenoid potency only.

Package labels must match test results within the state accepted margin.

21.2.2 Test Types

Whether the testing at each stage will be performed in house, through unofficial

private testing performed by a State Testing Laboratory, or through an official test by a State Testing Laboratory.

Any testing that will be performed for the purpose of product labeling and commerce will be conducted as an “official” test by a state testing laboratory. Such tests will require that the laboratory perform sampling, maintain the highest level of chain of custody, and will be subject to the highest level of quality controls within the testing lab.

Unless otherwise required by the state, the testing performed for research & development, homogeneity, stability, and process validation, or any other test not intended for commercial sale of product, will be considered “unofficial”. Unofficial tests are used only for internal process control and verification purposes, and to provide baseline information about the product that will be reconfirmed by batch level official testing.

Potency tests: These tests are used to determine the strength or concentration of the active ingredient in a pharmaceutical product. This is important to ensure that the product contains the appropriate amount of medication to be effective.

Homogeneity tests: These tests are used to ensure that the active ingredient is evenly distributed throughout the product. This is important to ensure that the product is consistent and reliable.

Physical and chemical characterization tests: These tests are used to analyze the physical and chemical properties of the product, such as its appearance, texture, and pH. This is important to ensure that the product meets the required specifications.

There are many other types of laboratory tests that may be performed on pharmaceutical products, depending on the specific product and its intended use. These tests are important to ensure the quality, safety, and efficacy of the product, and are required by regulatory agencies such as the Food and Drug Administration (FDA) in order to approve the product for sale.

21.3 Failed Test Plan

The company will maintain a plan for return and remediation or destruction of any failed test samples, including entry of the event on the Statewide Seed-to-Sale Tracking System.

Tests can fail for various reasons. Most commonly, failed tests are due to products that have potency out of specification, (for example a potency concentration is higher or lower than specified), or the product may be contaminated.

In case of a failed test, the company will perform an out of specification (OOS) investigation. This investigation is a determination of whether to reject the test result. Based on the result of the OOS, a retest may be required.

Within seven days following a failed test, the manufacturer must take at least one of the following actions:

- a. Accept. Accept the results of the test and destroy the batch.
- b. Retest. Request in writing (with copy to the Commission provided electronically through the Statewide Seed-to-Sale Tracking System) that the State Testing Laboratory retest the sample as to the portion of the test that failed; if the second test of the same sample passes, the sample (if available, otherwise a parallel sample taken by the licensee per subparagraph 6. of the Rule) shall be sent to another State Testing Laboratory, if available, as chosen by the Commission, to provide a tiebreak test (the Commission's function shall not be to gatekeep such a request, but merely to assign the State Testing Laboratory that will administer the subsequent retest). The results of the tiebreak test are final.
- c. Challenge. Following a test or failed retest by the State Testing Laboratory, a licensee may challenge the results by a request in writing (with copy to the Commission provided electronically through the Statewide Seed-to-Sale Tracking System) that two additional State Testing Laboratories be chosen by the Commission, if available; the two additional State Testing Laboratories

shall provide full testing of the parallel samples taken by the licensee under subparagraph 6. of this Rule (the Commission shall not be to gatekeep such a request, but merely to assign the State Testing Laboratory that will administer the subsequent retest). If both challenge tests are deemed valid and demonstrate that the batch passed, the challenge is successful and the batch is cleared for use; otherwise, the challenge is unsuccessful, and the batch must be destroyed. The Commission shall be the final arbiter of any challenge under this rule. Or,

- d. Remediate. Attempt to remediate the batch and request in writing (with copy to the Commission provided electronically through the Statewide Seed-to-Sale Tracking System) that the State Testing Laboratory obtain new samples and retest the remediated batch. Batch Remediation affects a reset of the testing process: testing prior to remediation is not considered, but only the testing of the new, remediated batch.

Exhibit 22 – Contamination and Recall Plan

Verification

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

Printed Name of Verifying Individual

Director
Title of Verifying Individual

Signature of Verifying Individual

12/29/2022
Verification Date

Redaction Declaration

The names, addresses, telephone numbers, dates of birth, social security numbers, and financial account amount and numbers are all protected from disclosure as personally identifiable information under federal law and the laws of the State of Alabama. *See* The Privacy Act of 1974, 5 U.S.C. § 552a; *see also* Alabama Data Breach Notification Act of 2018, Ala. Code (1975) § 8-38-1 *et seq.*

The trial and appellate courts in Alabama have similarly adopted rules that limit disclosure of such personally identifiable information in documents filed with the courts. *See* Ala. R. App. P. 56, *Redaction of Personal Identifiers in Documents filed with the Appellate Courts* and Ala. R. Civ. P. 5.1, *Privacy Protection for Court Filings*.

With regard to our security plan and building plans, the Alabama Public Records Law exempts from disclosure “. . . records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures . . . the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare . . .” Ala. Code § 36-12-40 (1975).

Introduction

The Company provides a detailed contamination and recall plan that will be followed in the event one or more of its products, including any lots or batches thereof, is determined to require recall. The company will generally adhere to recall procedures similar to those performed by FDA 21 CFR Part 7 Subpart C – Recalls.

A Cannabis Product Recall is a safety protocol used to protect consumers in the event that a group of cannabis products present a potential or known risk to public safety. Recall procedures remove products from the marketplace that have been deemed potentially harmful to users due to defective quality, safety, efficacy, or information. Some items can be remediated by correcting information and labels, while others must be destroyed.

Product recalls, however rare, must be handled with utmost traceability and cooperation. Stakeholder communication is key, as any recall requires clear and complete communication among regulators, producers, employees, and vendors. Communication with customers requires particular care, as recalled products may have an impact on public safety. Further, traceability is especially important; every item in the affected batch must be accounted for, from supplier to the end consumer.

Public health and safety are of the primary importance to the company and will maintain and implement procedures for managing cannabis product complaints and recalls pursuant to §20-2A-22, Code of Alabama 1975.

22.1 Provisions for Notifying the Applicant of an Adverse Event

The company implements a process for submission of any complaints or adverse events associated with any cannabis product that the Company has processed, sold, or distributed. The Company will accept complaints through its website, by phone, and in person. Anyone will have the option to submit complaints anonymously. All reported issues, whether reported internally or externally, will be assessed to determine if the complaint is characterized as an adverse event.

The company will encourage its customers and employees to proactively report any adverse event. Provisions for notifying the applicant include:

- Email, in person or phone communications to the company's general email address or to any of its leadership team
- Anonymous report submitted via the company's website.
- The company may implement an anonymous ethics reporting service to ensure complete confidentiality of reporting and third-party verification of follow-up of the reported event.

Complaints shall be forwarded to the Director of Compliance for initial evaluation. If primary assessment indicates recall may be necessary, the Director of Compliance becomes the Recall Coordinator. The Director of Compliance or CEO makes a determination either from customer complaint or observation, that the product is defective, or potentially defective, and may pose a risk to public health and safety. The Director of Compliance or CEO will alert legal counsel that a complaint has been received which may trigger a recall. The compliance director, under the direction of the CEO will be responsible for managing and assessing complaints and adverse events, implementing product investigations and recall procedures consistent with facility operations and for carrying out such procedures in a manner that minimizes risks to public health and safety.

The business shall implement procedures involving receipt and assessment of any adverse events, which shall include collection of data necessary to investigate the adverse event, including, but not limited to:

- the customer/licensee who is reported to have experienced the adverse event;
- note if initial reporter of the adverse event or identifying that the initial reporter requests to remain anonymous;
- the identity of the specific usable cannabis or cannabis product used, if known, including batch or lot number, and the name of the cannabis business that sold the product to the identifiable consumer; and
- description of the adverse event based on information received from the identifiable consumer and the initial reporter including any injury or illness details.

Management will investigate any complaint adverse event or near miss to determine if all SOPs were followed and whether additional safeguards are needed. Individuals participating in a company recall will review the Recall Plan and be able to execute the plan in the event of a recall.

22.2 Factors to Necessitate a Recall

Factors that would necessitate a recall include any reason initiated by the Commission, release of defective product, improper packaging or labeling, product that failed testing, or product that is otherwise non-compliant with state rule. Product may also be recalled if the company received reports of adverse events associated with a batch of product that leads the company to investigate a product or product batch. The company will implement recall procedures whenever the following events occur:

- The Commission or any other applicable regulatory agency, such as the Department of Agriculture, Department of Health, FDA, or CDC initiates a recall, with confirmation from Department
- A vendor, including any cultivator or manufacturer, issues a recall
- Information about the product will be gathered, including lot/batch number; supplier license number; SKU or product number; product name; product description; type of packaging and labeling; and any promotional material. If applicable, information on the recalling firm will be gathered, including license number. It may also be appropriate to gather contact information for any supplier involved in the recall.

The Compliance Director will assess the hazard and safety concerns associated with the product. A health hazard evaluation will consider hazard questions including, but not limited to:

- Have any adverse reaction reports or other indications of injuries or diseases been reported relating to this problem? If yes Explain
- Have any adverse reaction reports or other indications of injuries or diseases been reported for similar situations?
- Is the problem easily identified by the user?
- What is the risk to the general population?
- What segment(s) of the population is most at risk and why?

- Within the population at risk, could individuals suffering from any particular conditions or diseases be more or less at risk and if so, why? [e.g. Immune system debilities, diabetes, cardiac problem, concomitant medications, etc.]
- What is the hazard associated with use of the product? Explain and cite literature references when applicable.
- What is the probability of an adverse event occurring?

If applicable, the product will be retested to confirm any potential contamination or non-compliance.

Implement the recall: The company will then implement the recall plan, which may involve recalling the affected products from stores and distribution centers, arranging for the return or replacement of affected products, and providing customers with information about how to participate in the recall.

Identification of Recalled Product - procedure

1. The Recall Team will determine if any products were sent to other retailers and prepare a distribution list to identify recipients of the recalled product.
2. Upon determination of the recall, the Director of Compliance or CEO will contact the Commission to either receive recall instructions or notify the Commission of a voluntary recall. The Recall Team will ensure all affected persons are notified.
3. The Recall team will contact all customers/licensees who have or could have obtained cannabis products subject to the recall and advise them of the procedure for return of the recalled product and offer to pay reimbursement pursuant to §20-2A-22, Code of Alabama 1975
4. The Recall Team will contact all cannabis businesses that have received cannabis products subject to the recall.
5. The Recall Team will develop a strategy for product removal and recall. Disposal, if necessary, will be determined based on the level of threat to health and public safety.
6. The Recall Team will maintain a log of events of the recall, including dates, actions, communications, and decisions.

Personnel may not move recalled products without specific instruction to do so. Failure to properly follow procedure may result in product that is improperly traced or quarantined or may fail to capture the entire lot of products.

22.3 Responsible Individuals

Any recall or potential recall investigation is a serious event that will require engagement from the entire leadership team including CEO, the Director of Compliance and Quality, the Chief Science Officer, the company's Legal Counsel, Marketing/communications team, Inventory Manager, and other personnel as required depending on the nature of the recall. The Director of Compliance (CD) will oversee the recall process as described below with close cooperation from the CEO and the Chief Science Officer. Collectively, the leaders and any other involved employees for the Recall Team.

22.4 Accounting for Employee Safety

Recalled products have the potential to be dangerous or contaminated in ways that can affect employees. Any recalled product that is brought back to the processing facility will be specifically quarantined in an isolated location that is not adjacent to other products, including not near products quarantined and awaiting testing.

Any recalled product will be clearly labeled "RECALLED PRODUCT - DO NOT SELL OR TRANSFER." Containers storing cannabis that have been tampered with, damaged, or opened, will be labeled with the date opened, along with date of quarantining from other cannabis products in the vault, until disposal.

The company will in the recall process complete a hazard assessment as described in section 22.2. That hazard assessment will guide the procedures necessary to protect employee safety. Depending on the hazard level, products may require immediate destruction, employees may be instructed not to touch or open recalled product packages or containers. For example, one common reason for recall is microbial contamination. Opening containers of contaminated products and or touching or smelling contaminated products could lead to illness and further spread of the contamination.

22.5 Notification Protocols through Tracking System

In case of a recall, the company will take immediate steps (within 24 hours) to notify its stakeholders, including other licensees and the Commission through the Statewide Seed to Sale tracking system, and as applicable other authorities:

1. Identify the problem: The first step is to identify the problem with the product and determine the scope of the recall. This may involve communicating with a third party who initiated the recall (such as the Commission or a vendor), or in the case of a company-initiated recall, the scope of the problem and affected batches.
2. Immediately indicate, through the Statewide Seed to Sale Tracking System that a batch or batches will be recalled. Independently contact the Commission that a problem has been identified and the company is working to recall. The commission may provide guidance, and or refer other regulators to assist with the recall and perform a hazard assessment.
3. Working with regulators as appropriate, a recall strategy and notification communication plan. This includes identifying which stakeholders to notify, how the notification will be communicated, for example by phone, email, on website, via press release, or combination thereof; and the content of the communication, including instructions to the customer.
4. Notify the appropriate parties through issuance of a Recall Alert. The company will then notify the appropriate parties, including any affected or associated vendors, customers, healthcare practitioners, patients, and regulators, about the recall. This usually involves a public announcement which may include notification on the company's website, issuing a press release or other public statement, as well as contacting affected parties directly through email, phone, or mail. The company may refer to *FDA's Model Recall Letter* from Chapter 7 Regulatory Procedures Manual for form and format of the notification.
5. Include instructions in the recall notice of how to return or destroy product, as applicable and how to request refunds. Also include any information about the potential hazards.
6. Track all responses of the communication, and respond to customer questions, publicly if required.

Per Commission guidance, the company may, using statewide track and trace and seed to sale tracking systems, identify and contact customers who may have purchased the product to notify them of the recall.

Notification protocols to other licensees and the Commission through the Statewide Seed-to-Sale Tracking System, and to any other proper authorities.

Initiating Recall

If the processor is initiating the recall, the reason for the recall will be fully documented. The CD will gather all relevant information, which may include how the product is defective, contaminated, or mislabeled, how the defect affects the performance and safety of the product. Document when the problem was discovered, how the problem occurred and the date(s) it occurred, the extent of the recall, detailed information on complaints associated with the product/problem, as appropriate an assessment of the health risk associated with the deficiency, quantity of product to recall and the status of products. Communicate with other companies in the supply chain and appropriate agencies.

1. The GM may issue a Recall for several reasons: a complaint, label or packaging errors, voluntary recall, or other reasons. As soon as possible, but preferably within 24 hours, after learning of a recall or determining there is a need for a recall, the Director of Compliance or CEO will ensure that consumers and consignees of the affected products are notified pursuant to §20-2A-22, Code of Alabama 1975
2. The GM will ensure that recall communication and any press release will be emailed to the appropriate agencies.
3. The CD will ensure that all recall communications are documented and concise. Clearly identify the product(s) including unique identifiers and descriptive information, reason for the recall, known or potential hazards and instructions to follow in handling the recalled product.

22.6 Return, Remediation and Destruction

The company will implement processes to ensure that the recalled product is returned, remediated (and approved as safe), or destroyed.

All reasonable efforts will be made to remove affected products from commerce. This includes working with dispensaries who will trace patient's purchases for returns and implementing the recall notification procedures described above. The recall team will ensure that:

- recalled products in commerce are detained, segregated, and managed to expeditiously remove any potential threat to public health and safety.
- all quantities and identification codes are documented to assist in the reconciliation of product amounts. e. The GM shall determine procedures for issuing refunds as necessary.
- all recalled products are clearly marked with tamper-evident tape and stored in an area that is separate from other products. b. The CD will ensure that all quantities and identification codes are documented to assist in the reconciliation of product amounts.

Remediation

If it is determined that the product can be remediated, remediation procedures will be implemented. Remediation procedures will be extensive and completed prior to operations. An outline of the remediation procedures include:

- Assess product to determine if remediation is suitable
- Remediate product
- Verify through third party testing remediation is complete
- Re-package and re label product.
- Return remediated product to commerce, as allowed by commission
- Destroy any unacceptably remediated product in accordance with the company's waste management procedures.

Prior to destruction of product due to recall, the company will contact the Commission. If allowed, field corrections, (i.e., product relabeling) will be performed by recalling firm representatives, or under their supervision and under the guidance of the appropriate regulatory agencies. In the absence of written approval from the Commission to handle the product in any other manner, the company will destroy any recalled cannabis product.

22.7 Process to Report to the Regulatory Bodies.

The company shall implement processes to report to the Commission and any other appropriate regulatory body regarding crisis response and steps taken to mitigate or avoid danger to the public.

22.8 Next Steps

When all possible stakeholder responses have been received and it is reasonable to assume that the sale of recalled products has ceased and recalled product has been recovered, corrected, reconditioned, or destroyed, the dispensary (after working with appropriate regulators to report any required information) will consider the recall terminated, upon concurrence from involved suppliers and authorities. The final disposition of the recovered recall products may be reviewed and approved by the Commission.

Once the recall is complete, the company will take additional steps to avoid further contamination, to preserve and protect uncontaminated cannabis or medical cannabis products, and to ensure access to said products by those who depend on it. This includes performing the investigation, analysis, effectiveness check, and resulting procedural and training updates that may be required as described below.

Finally, recalls may be costly, but insurable events. Contact the company's insurance provider to determine if a claim can be filed. File any needed claim and rely on legal counsel to provide any follow-up reports of the incident to the insurance company and regulators in preparation for any potential follow-on legal actions which may result.

22.9 Investigation and analysis

The company will follow up with any recall with an investigation and analysis of the factors that led to the unsafe condition requiring the recall, and any adjustments to internal protocols and processes to avoid recurrence. Management will perform a thorough evaluation of any recalls. Effectiveness checks will include tracking contact and follow-up with the purchaser, and Agents affected by the recall, proper documentation of the nature of the recall as it relates to the returned inventory, and any effects on the consumer. Additionally, the Applicant will implement protocols to track any other information requested by the Department and grower/processor as needed.

Most importantly, the investigation and analysis will establish findings including corrective actions that will be applied to correct any issues that led to the adverse event, and recommend and implement any policy and procedure changes to ensure any errors are not repeated.

The company will engage with its outsourced QA and Compliance specialists to assist with root cause analysis and follow up effectiveness checks, and making any needed changes to policies and procedures, and following through with employee training and other corrective actions.

The effectiveness check will be performed to verify the effectiveness of the recall including the effectiveness of the recall notification and instructions, efficiency of the recall and remediation, and thoroughness of the recall.

Exhibit 23 – Marketing and Advertising Plan

Verification

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

Printed Name of Verifying Individual

Director
Title of Verifying Individual

Signature of Verifying Individual

12/29/2022
Verification Date

Redaction Declaration

The names, addresses, telephone numbers, dates of birth, social security numbers, and financial account amount and numbers are all protected from disclosure as personally identifiable information under federal law and the laws of the State of Alabama. *See* The Privacy Act of 1974, 5 U.S.C. § 552a; *see also* Alabama Data Breach Notification Act of 2018, Ala. Code (1975) § 8-38-1 *et seq.*

The trial and appellate courts in Alabama have similarly adopted rules that limit disclosure of such personally identifiable information in documents filed with the courts. *See* Ala. R. App. P. 56, *Redaction of Personal Identifiers in Documents filed with the Appellate Courts* and Ala. R. Civ. P. 5.1, *Privacy Protection for Court Filings*.

With regard to our security plan and building plans, the Alabama Public Records Law exempts from disclosure “. . . records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures . . . the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare . . .” Ala. Code § 36-12-40 (1975).

The company's Marketing plan is as follows:

23.1 Branding/Logo

The Applicant's proposed logo for the applicant identified in 23.1 above is attached hereto and identified as "Proposed Logo – Green Acres Organic Pharms Inc. Processing Facility – Attachment to Exhibit 23, Section 23.1".

23.2 Media Outlets and Platforms

To comply with advertising guidelines, we do not plan to advertise or market our company to the general public in any mass media outlets or platforms. We will post corporate, educational, and informational materials on our website:

<https://www.GreenAcresMedPro.com>.

The website will be designed in compliance with Chapter 4 Section 7 and described in detail in the company's Website Plan.

As a business-to-business company that sells to Alabama's licensed dispensaries only, any promotional efforts addressed to dispensaries in a private letter or opt-in electronic message. The materials offered will consist of product descriptions, prices, production options, formulation information, test results, safety information, or other information required to provide customer service and patient or caregiver education.

All communications will comply with the advertising and marketing regulations set forth by the AMCC, as well as FCC CAN-SPAM act for email solicitations.

23.3 Marketing and Advertising Efforts

In accordance with AMCC rules, the company's marketing and advertising efforts and channels will include:

- Our informational, read-only website
- Direct contact by our product representatives or executives with licensed cultivators or dispensaries via a private letter or email consisting of product prices & extraction options

- Information provided by educational materials produced for patients, caregivers and physicians
- Information provided by our product packaging

Our marketing and advertising efforts complying with all rules and regulations set forth by the AMCC. We may also upon request provide educational materials to patients, physicians, or members of the public and refer them to our website for more information. The company will make no claims to health benefits in accordance with the rule.

23.4 Packaging Renderings

The company's management has a history of producing and selling Hemp-based CBD products including tinctures and capsules. The team's know-how of packaging and branding hemp-based CBD products in compliance with FDA regulations will be improved and carried forward for cannabis product manufacturing. Medical cannabis products will adhere to the packaging requirements 538-x-6-.05, including that packaging and containers must:

- a. be child resistant.
- b. be tamper-evident.
- c. identify the processor and type of product.
- d. not be attractive to minors.
- e. be designed to minimize appeal to children.
- f. not contain any false statement or statement that advertises health benefits or therapeutic benefits of medical cannabis.

Virtual renderings of all packaging thus far proposed are shown in the sections below. These renderings include the size, color, logo, artwork, or statements appearing on the packaging, as well as all child-resistant, tamper-evident, or other safety features, demonstrating conformity with the Act and the AMCC Rules identified in 23.4 above is attached hereto.

Product packaging renderings designed thus far include, and are identified as follows:

- Proposed Packaging – Green Acres Organic Pharms Inc. Processing Facility –

Attachment to Exhibit 23, Section **23.4.1 Packer Bottle**

- Proposed Packaging – Green Acres Organic Pharms Inc. Processing Facility –

Attachment to Exhibit 23, Section **23.4.2 Tincture Bottle**

- Proposed Packaging – Green Acres Organic Pharms Inc. Processing Facility –

Attachment to Exhibit 23, Section **23.4.3 Mylar Bag**

Packaging may be modified, and additional product packages and sizes will be developed upon licensure and as the company develops. *Note the Great Seal of Alabama symbol is used to represent placement of Universal Symbol. The Symbol will be used once known. In addition to the renderings below, the cultivator name will also be listed on package along with license number, and cannabinoid potency in percent will be included.

23.5 Labeling

Exemplars of all proposed labeling, including labels on packaging, on containers and any inserts to be included in any packages, demonstrating conformity with the Act and the AMCC Rules. 538-x-6-.05.

The company must properly label its packages of medical cannabis as follows:

- a. Labels must be securely attached to or imprinted on the accompanying packaging.
- b. Labels must be clear and contain print of a size and quality so as to be legible to the average patient or caregiver with a sixth-grade education.
- c. Labels must identify the type of product (pills, tinctures, transdermal patches, etc.).
- d. Labels must contain lot and batch numbers.
- e. Labels must contain the name of and a license identification number for the Cultivator.
- f. Labels must contain the name of and a license identification number for the Processor.
- g. Labels must identify the cannabinoid content and potency of the product.
- h. Labels must identify the amount, number or count of the product in the package

on which they are attached.

- i. Labels must contain the universal state symbol approved by the Commission, printed in color at least one-half inch by one-half inch in size.
- j. Labels must contain the words “Keep out of reach of children.”
- k. Labels must contain a digital image or QR Code for purposes of tracking medical cannabis products and must interface with the Statewide Seed-to-Sale Tracking System.
- l. Labels, or if space is not available, a package insert, must contain the following:
“WARNING: This product may make you drowsy or dizzy. Do not drink alcohol with this product. Use care when operating a vehicle or other machinery. Taking this product with medication may lead to harmful side effects or complications. Consult your physician before taking this product with any medication. Women who are breastfeeding, pregnant, or plan to become pregnant should discuss medical cannabis use with their physicians.”
- m. Labels must not be attractive to minors.
- n. Labels must not contain any false statement or statement that advertises health benefits or therapeutic benefits of medical cannabis.
- o. At the time of labeling, Processors must provide QR Coding or other approved digital coding to identify, at a minimum, the following:
 - (1) The Cultivator or Integrated Facility, by facility, from which the medical cannabis was sourced,
 - (2) The name of the Processor and the Processor’s facility of origin, 4
 - (3) The type of product,
 - (4) The date of processing and packaging,
 - (5) The date of the Processor’s State Testing Laboratory approval,
 - (6) The expiration date (or, if no expiration date, a notation that the expiration date does not apply), and
 - (7) The Alabama Poison Control contact information as provided on the AMCC website.

Product labeling renderings designed thus far include, and are identified as follows:

- Proposed Labeling – Green Acres Organic Pharms Inc. Processing Facility – Attachment to Exhibit 23, Section **23.5.1 Packer Bottle Label**
- Proposed Labeling – Green Acres Organic Pharms Inc. Processing Facility – Attachment to Exhibit 23, Section **23.5.2 Tincture Bottle Label**
- Proposed Labeling – Green Acres Organic Pharms Inc. Processing Facility – Attachment to Exhibit 23, Section **23.5.3 Mylar Bag Label**
- Proposed Labeling – Green Acres Organic Pharms Inc. Processing Facility – Attachment to Exhibit 23, Section **23.5.4 Insert**

Packaging may be modified, and additional product packages and sizes will be developed upon licensure and as the company develops. *Note the Great Seal of Alabama symbol is used to represent placement of Universal Symbol. The Symbol will be used once known. In addition to the renderings below, the cultivator name will also be listed on package along with license number, and cannabinoid potency in percent will be included.

Proposed Logo – Green Acres Organic Pharms Inc. Medical Processing Facility –
Attachment to Exhibit 23, Section 23.1



DESCRIPTION

The Proposed Logo – Green Acres Organic Pharms Inc. Processing Facility – will utilize a basic, badge design with informational heirarchy displayed via font choice and size



BRAND COLORS

The proposed branding color pallet will center around the contrast of black and white forms

Proposed Packaging – Green Acres Organic Pharms Inc. Processing Facility – Attachment to Exhibit 23, Section 23.4.1 Packer Bottle



PACKAGING PURPOSES

The standard packer pill bottle will hold the Green Acres softgels, lozenges, and suppositories

DIMENSIONS: Height - 3.125” Width - 1.625”

Supplement Facts

Serving Size: 1 Softgel
Servings Per Container: 30

| Amount Per Serving | %DV |
|---------------------------|----------|
| Calories | 5 |
| Total Fat | 0.4g <1% |
| Saturated Fat | 0.4g 2% |
| Full Spectrum THC Extract | 25mg --- |
| Cannabinoid Potency | 2.5% |

*Percent Daily Values (%DV) are based on a 2,000 calorie diet.

WARNING: This product may make you drowsy or dizzy. Do not drink alcohol with this product. Use care when operating a vehicle or other machinery. Taking this product with medication may lead to harmful side effects or complications. Consult your physician before taking this product with any medication. Women who are breastfeeding, pregnant, or plan to become pregnant should discuss medical cannabis use with their physicians.

Suggested Use:

Consult your medical doctor before using medical cannabis products. For adults only. Take 1 softgel daily. Individual results may vary. Adjust usage if necessary. Keep out of reach of children. Store in a cool, dry place away from direct sunlight. Do not use if seal is missing or broken.



TOTAL 2.5%

LOT #000000
BATCH #000000
Cultivator: Cultivator Name Here
Cultivator License #000000000
Processor: Green Acres Organic Pharms
Processor License #000000000
Lab: Lab Name Here
Lab Testing License #000000000
BEST IF USED BY MM/DD/YYYY

Other ingredients: ingredient one, ingredient two, ingredient three
Made in a facility that processes eggs, milk, peanuts, tree nuts, wheat

(not to scale)

SAFETY



Prominant label reading, "KEEP OUT OF REACH OF CHILDREN"
Ala. Code § 20-2A-63, e-1



Packaging features a classic child-proof cap with a down-lock press and turn motion required to open
Ala. Code § 20-2A-63, e-2

**formulations and potency are to be determined based on R&D and market demand*

REQUIREMENTS

LOT #000000
BATCH #000000

Lot and batch numbers
Ala. Code § 20-2A-63, e-3-a

Cultivator: Cultivator Name Here
Cultivator License #000000000
Processor: Green Acres Organic Pharms
Processor License #000000000
Lab: Lab Name Here
Lab Testing License #000000000

License identification numbers for the cultivator and processor
Ala. Code § 20-2A-63, e-3-b



To-Be-Determined universal state symbol printed in color at one-half inch in size
Ala. Code § 20-2A-63



QR Code for tracking
Ala. Code § 20-2A-63, e-3-d-i

| Supplement Facts | |
|---|----------|
| Serving Size: 1 Softgel Servings Per Container: 30 | |
| Amount Per Serving | %DV |
| Calories | 5 |
| Total Fat | 0.4g <1% |
| Saturated Fat | 0.4g 2% |
| Full Spectrum THC Extract | 25mg --- |
| Cannabinoid Potency | 2.5% |

*Percent Daily Values (%DV) are based on a 2,000 calorie diet.

Other ingredients: ingredient one, ingredient two, ingredient three
Made in a facility that processes eggs, milk, peanuts, tree nuts, wheat

TOTAL 2.5%

Cannabinoids content and potency
Ala. Code § 20-2A-63, 2-3-c

WARNING label
Ala. Code § 20-2A-63, e-3-d-g

Proposed Packaging – Green Acres Organic Pharms Inc. Processing Facility – Attachment to Exhibit 23, Section 23.4.2 Tincture Bottle



PACKAGING PURPOSES

The 2oz standard glass tincture bottle will hold the Green Acres THC oil tinctures

DIMENSIONS: Height - 4.75" Width - 1.5" Volume - 2oz

| | | |
|--|------------|---|
| Supplement Facts Serving Size: 1mL Servings Per Container: 70 | | WARNING: This product may make you drowsy or dizzy. Do not drink alcohol with this product. Use care when operating a vehicle or other machinery. Taking this product with medication may lead to harmful side effects or complications. Consult your physician before taking this product with any medication. Women who are breastfeeding, pregnant, or plan to become pregnant should discuss medical cannabis use with their physicians. |
| Amount Per Serving | %DV | |
| Calories | 5 | |
| Total Fat | <1g | 1% |
| Full Spectrum THC Extract | 50mg | --- |
| Cannabinoid Potency | 6% | |

Other ingredients: ingredient one, ingredient two, ingredient three
 Made in a facility that processes eggs, milk, peanuts, tree nuts, wheat

Suggested Use:
 Consult your medical doctor before using medical cannabis products. For adults only. Place 1 serving (1mL) under the tongue and hold 20-30 seconds before swallowing for best absorption. Take 1-2 times per day or as needed. Store in a cool, dry place.

TOTAL 6%

LOT #000000
 BATCH #000000
 Cultivator: Cultivator Name Here
 Cultivator License #00000000
 Processor: Green Acres Organic Pharms
 Processor License #00000000
 Lab: Lab Name Here
 Lab Testing License #00000000
 BEST IF USED BY MMDDYYYY

(not to scale)

SAFETY



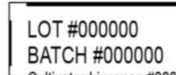
Prominent label reading, "KEEP OUT OF REACH OF CHILDREN"
 Ala. Code § 20-2A-63, e-1



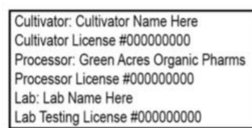
Packaging features a classic child-proof cap with a down-lock press and turn motion required to open
 Ala. Code § 20-2A-63, e-2

**formulations and potency are to be determined based on R&D and market demand*

REQUIREMENTS



Lot and batch numbers
 Ala. Code § 20-2A-63, e-3-a



License identification numbers for the cultivator and processor
 Ala. Code § 20-2A-63, e-3-b



To-Be-Determined universal state symbol printed in color at one-half inch in size
 Ala. Code § 20-2A-63



QR Code for tracking
 Ala. Code § 20-2A-63, e-3-d-i

| | | |
|--|------------|---|
| Supplement Facts Serving Size: 1mL Servings Per Container: 70 | | WARNING: This product may make you drowsy or dizzy. Do not drink alcohol with this product. Use care when operating a vehicle or other machinery. Taking this product with medication may lead to harmful side effects or complications. Consult your physician before taking this product with any medication. Women who are breastfeeding, pregnant, or plan to become pregnant should discuss medical cannabis use with their physicians. |
| Amount Per Serving | %DV | |
| Calories | 5 | |
| Total Fat | <1g | 1% |
| Full Spectrum THC Extract | 50mg | --- |
| Cannabinoid Potency | 6% | |

Other ingredients: ingredient one, ingredient two, ingredient three
 Made in a facility that processes eggs, milk, peanuts, tree nuts, wheat



Cannabinoids content and potency
 Ala. Code § 20-2A-63, 2-3-c

WARNING label
 Ala. Code § 20-2A-63, e-3-d-g

Proposed Packaging – Green Acres Organic Pharms Inc. Processing Facility – Attachment to Exhibit 23, Section 23.4.3 Mylar Bag

PACKAGING PURPOSES

The mylar plastic bag is heat-sealed and will hold the Green Acres gummies

DIMENSIONS

Height - 6.63”
Width - 4”



(not to scale)

SAFETY



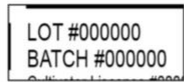
Prominant label reading, “KEEP OUT OF REACH OF CHILDREN”
Ala. Code § 20-2A-63, e-1



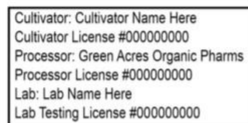
Heat-sealed industry standard child proof, loud lock-grip-and-pull exit bags for medical dispensaries
Ala. Code § 20-2A-63, e-2

*formulations and potency are to be determined based on R&D and market demand

REQUIREMENTS



Lot and batch numbers
Ala. Code § 20-2A-63, e-3-a



License identification numbers for the cultivator and processor
Ala. Code § 20-2A-63, e-3-b



To-Be-Determined universal state symbol printed in color at one-half inch in size
Ala. Code § 20-2A-63



QR Code for tracking
Ala. Code § 20-2A-63, e-3-d-i



Universal flavor: peach
Ala. Code § 20-2A-63, e-3-d-f



Cannabinoids content and potency
Ala. Code § 20-2A-63, 2-3-c

WARNING label
Ala. Code § 20-2A-63, e-3-d-g

Proposed Labeling – Green Acres Organic Pharms Inc. Processing Facility – Attachment to Exhibit 23, Section 23.5.1 Packer Bottle Label

LABEL DESCRIPTION

The packer bottle label template will be used for softgels, lozenges, and suppositories

DIMENSIONS: Height - 5cm Width - 11.5cm

(not to scale)

SAFETY

KEEP OUT OF REACH OF CHILDREN

Prominant label reading, “KEEP OUT OF REACH OF CHILDREN” Ala. Code § 20-2A-63, e-1

REQUIREMENTS

LOT #000000
BATCH #000000

Lot and batch numbers
Ala. Code § 20-2A-63, e-3-a

Cultivator: Cultivator Name Here
Cultivator License #000000000
Processor: Green Acres Organic Pharms
Processor License #000000000
Lab: Lab Name Here
Lab Testing License #000000000

License identification numbers for the cultivator and processor
Ala. Code § 20-2A-63, e-3-b



To-Be-Determined universal state symbol printed in color at one-half inch in size
Ala. Code § 20-2A-63



QR Code for tracking
Ala. Code § 20-2A-63, e-3-d-i

| Supplement Facts | |
|---|------|
| Serving Size: 1 Softgel Servings Per Container: 30 | |
| Amount Per Serving | %DV |
| Calories 5 | |
| Total Fat 0.4g | <1% |
| Saturated Fat 0.4g | 2% |
| Full Spectrum THC Extract 25mg | --- |
| Cannabinoid Potency | 2.5% |

*Percent Daily Values (%DV) are based on a 2,000 calorie diet.

WARNING: This product may make you drowsy or dizzy. Do not drink alcohol with this product. Use care when operating a vehicle or other machinery. Taking this product with medication may lead to harmful side effects or complications. Consult your physician before taking this product with any medication. Women who are breastfeeding, pregnant, or plan to become pregnant should discuss medical cannabis use with their physicians.

TOTAL 2.5%

Cannabinoids content and potency
Ala. Code § 20-2A-63, 2-3-c

WARNING label
Ala. Code § 20-2A-63, e-3-d-g

*formulations and potency are to be determined based on R&D and market demand

Proposed Labeling – Green Acres Organic Pharms Inc. Processing Facility – Attachment to Exhibit 23, Section 23.5.2 Tincture Bottle Label

LABEL DESCRIPTION

The 2oz tincture bottle label template will be used for oil tinctures

DIMENSIONS: Height - 5cm Width - 11.5cm

Supplement Facts
Serving Size: 1mL
Servings Per Container: 70

| Amount Per Serving | | %DV |
|---------------------------|------|-----|
| Calories | 5 | |
| Total Fat | <1g | 1% |
| Full Spectrum THC Extract | 50mg | --- |
| Cannabinoid Potency | | 6% |

*Percent Daily Values (%DV) are based on a 2,000 calorie diet.

Other ingredients: ingredient one, ingredient two, ingredient three

Made in a facility that processes eggs, milk, peanuts, tree nuts, wheat

Supplement Facts
Serving Size: 1mL
Servings Per Container: 70

| Amount Per Serving | | %DV |
|---------------------------|------|-----|
| Calories | 5 | |
| Total Fat | <1g | 1% |
| Full Spectrum THC Extract | 50mg | --- |
| Cannabinoid Potency | | 6% |

*Percent Daily Values (%DV) are based on a 2,000 calorie diet.

Other ingredients: ingredient one, ingredient two, ingredient three

Made in a facility that processes eggs, milk, peanuts, tree nuts, wheat

Suggested Use:
Consult your medical doctor before using medical cannabis products. For adults only. Place 1 serving (1mL) under the tongue and hold 20-30 seconds before swallowing for best absorption.

Take 1-2 times per day or as needed. Store in a cool, dry place.

TOTAL 6%

LOT #000000
BATCH #000000
Cultivator: Cultivator Name Here
Cultivator License #000000000
Processor: Green Acres Organic Pharms
Processor License #000000000
Lab: Lab Name Here
Lab Testing License #000000000
BEST IF USED BY MM/DD/YYYY

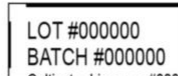
(not to scale)

SAFETY

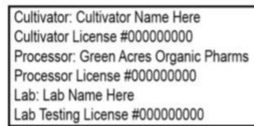


Prominent label reading, "KEEP OUT OF REACH OF CHILDREN"
Ala. Code § 20-2A-63, e-1

REQUIREMENTS



Lot and batch numbers
Ala. Code § 20-2A-63, e-3-a



License identification numbers for the cultivator and processor
Ala. Code § 20-2A-63, e-3-b



To-Be-Determined universal state symbol printed in color at one-half inch in size
Ala. Code § 20-2A-63



QR Code for tracking
Ala. Code § 20-2A-63, e-3-d-i

Supplement Facts
Serving Size: 1mL
Servings Per Container: 70

| Amount Per Serving | | %DV |
|---------------------------|------|-----|
| Calories | 5 | |
| Total Fat | <1g | 1% |
| Full Spectrum THC Extract | 50mg | --- |
| Cannabinoid Potency | | 6% |

*Percent Daily Values (%DV) are based on a 2,000 calorie diet.

Other ingredients: ingredient one, ingredient two, ingredient three

Made in a facility that processes eggs, milk, peanuts, tree nuts, wheat

WARNING: This product may make you drowsy or dizzy. Do not drink alcohol with this product. Use care when operating a vehicle or other machinery. Taking this product with medication may lead to harmful side effects or complications. Consult your physician before taking this product with any medication. Women who are breastfeeding, pregnant, or plan to become pregnant should discuss medical cannabis use with their physicians.



Cannabinoids content and potency
Ala. Code § 20-2A-63, 2-3-c

WARNING label
Ala. Code § 20-2A-63, e-3-d-g

*formulations and potency are to be determined based on R&D and market demand

Proposed Labeling – Green Acres Organic Pharms Inc. Processing Facility – Attachment to Exhibit 23, Section 23.5.3 Mylar Bag Label

LABEL DESCRIPTION

The mylar bag label will be used for gummies

DIMENSIONS: Height - 5cm Width - 11.5cm

Supplement Facts
Serving Size: 1 Cube
Servings Per Container: 10

| Amount Per Serving | | %DV |
|---------------------------|------|-----|
| Calories | 15 | --- |
| Total Carbohydrate | 0g | --- |
| Full Spectrum THC Extract | 20mg | --- |
| Cannabinoid Potency | | 2% |

*Percent Daily Values (%DV) are based on a 2,000 calorie diet.

Suggested Use:
Consult your medical doctor before using medical cannabis products. For adults only. Take 1/4 gummy and wait 30 minutes to an hour for effects. Adjust dosage as needed.

TOTAL 2%

Other ingredients: ingredient one, ingredient two, ingredient three, ingredient four, ingredient five
Made in a facility that processes eggs, milk, peanuts, tree nuts, wheat. **Contains: coconut**

LOT #000000
BATCH #000000
Cultivator: Cultivator Name Here
Cultivator License #000000000
Processor: Green Acres Organic Pharms
Processor License #000000000
Lab: Lab Name Here
Lab Testing License #000000000
BEST IF USED BY MMDDYYYY

(not to scale)

*formulations and potency are to be determined based on R&D and market demand

SAFETY

KEEP OUT OF REACH OF CHILDREN

Prominent label reading, "KEEP OUT OF REACH OF CHILDREN"

Ala. Code § 20-2A-63, e-1

REQUIREMENTS

LOT #000000
BATCH #000000

Lot and batch numbers
Ala. Code § 20-2A-63, e-3-a

Cultivator: Cultivator Name Here
Cultivator License #000000000
Processor: Green Acres Organic Pharms
Processor License #000000000
Lab: Lab Name Here
Lab Testing License #000000000

License identification numbers for the cultivator and processor
Ala. Code § 20-2A-63, e-3-b



To-Be-Determined universal state symbol printed in color at one-half inch in size
Ala. Code § 20-2A-63



QR Code for tracking
Ala. Code § 20-2A-63, e-3-d-i

PEACH FLAVORED NON-SUGAR COATED

Universal flavor: peach
Ala. Code § 20-2A-63, e-3-d-f

Supplement Facts
Serving Size: 1 Cube
Servings Per Container: 10

| Amount Per Serving | | %DV |
|---------------------------|------|-----|
| Calories | 15 | --- |
| Total Carbohydrate | 0g | --- |
| Full Spectrum THC Extract | 20mg | --- |
| Cannabinoid Potency | | 2% |

*Percent Daily Values (%DV) are based on a 2,000 calorie diet.

WARNING: This product may make you drowsy or dizzy. Do not drink alcohol with this product. Use care when operating a vehicle or other machinery. Taking this product with medication may lead to harmful side effects or complications. Consult your physician before taking this product with any medication. Women who are breastfeeding, pregnant, or plan to become pregnant should discuss medical cannabis use with their physicians.

Suggested Use:
Consult your medical doctor before using medical cannabis products. For adults only. Take 1/4 gummy and wait 30 minutes to an hour for effects. Adjust dosage as needed.

TOTAL 2%

Other ingredients: ingredient one, ingredient two, ingredient three, ingredient four, ingredient five
Made in a facility that processes eggs, milk, peanuts, tree nuts, wheat. **Contains: coconut**

Cannabinoids content and potency
Ala. Code § 20-2A-63, 2-3-c

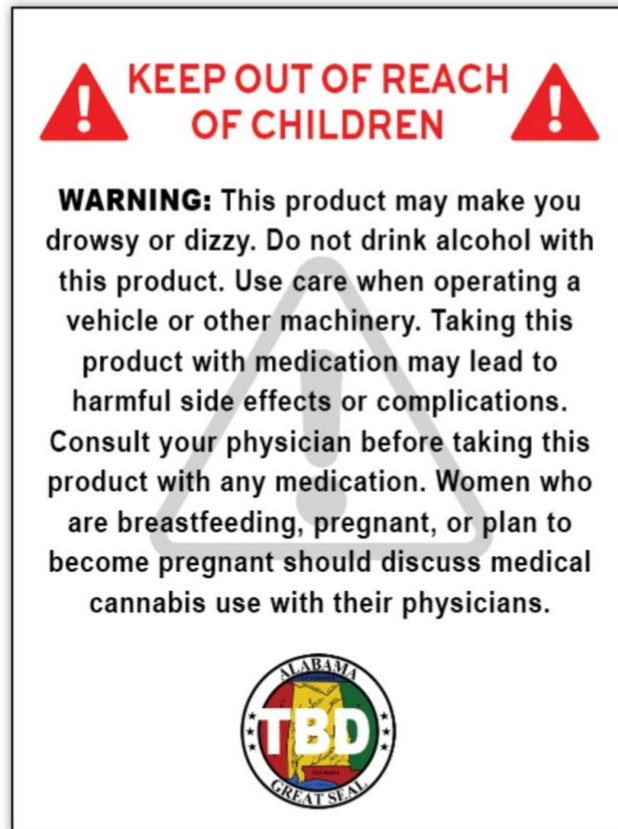
WARNING label
Ala. Code § 20-2A-63, e-3-d-g

Proposed Labeling – Green Acres Organic Pharms Inc. Processing Facility – Attachment to Exhibit 23, Section **23.5.4 Insert**

DESCRIPTION

The insert will be included inside the packaging or affixed to the packaging via a sticker

DIMENSIONS: Height - 4" Width - 3"



(not to scale)

SAFETY

Prominant labels reading, "KEEP OUT OF REACH OF CHILDREN"
Ala. Code § 20-2A-63, e-1

REQUIREMENTS

To-Be-Determined universal state symbol printed in color at one-half inch in size
Ala. Code § 20-2A-63

WARNING label
Ala. Code § 20-2A-63, e-3-d-g

Exhibit 24 – Website and Social Media

Verification

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

Printed Name of Verifying Individual

Director
Title of Verifying Individual

Signature of Verifying Individual

12/26/2022
Verification Date

Redaction Declaration

The names, addresses, telephone numbers, dates of birth, social security numbers, and financial account amount and numbers are all protected from disclosure as personally identifiable information under federal law and the laws of the State of Alabama. *See* The Privacy Act of 1974, 5 U.S.C. § 552a; *see also* Alabama Data Breach Notification Act of 2018, Ala. Code (1975) § 8-38-1 *et seq.*

The trial and appellate courts in Alabama have similarly adopted rules that limit disclosure of such personally identifiable information in documents filed with the courts. *See* Ala. R. App. P. 56, *Redaction of Personal Identifiers in Documents filed with the Appellate Courts* and Ala. R. Civ. P. 5.1, *Privacy Protection for Court Filings*.

With regard to our security plan and building plans, the Alabama Public Records Law exempts from disclosure “. . . records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures . . . the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare . . .” Ala. Code § 36-12-40 (1975).

24.1 Site Map

The Applicant's website will be designed in strict adherence to the marketing and advertising rules as established by §20-2A-22, Marketing and Advertising.

The proposed site map is below:

Home

- Our Products
 - Test Results
- About Us
 - Our Team
 - Our Commitment to Community
- Services
 - Cultivators
 - Extraction and Processing
 - Dispensaries
- Information for Patients
 - Safe Consumption and Dosing
 - Qualifying Conditions
 - Alabama Rules and Law
 - About Medical Cannabis
- Contact Us

24.2 Web Addresses

The web address of each webpage, social media page, or other online site owned or operated by the Applicant is listed hereunder.

The Applicant's proposed website is: <https://www.GreenAcresMedPro.com/>

Please note that this division will NOT have Social Media pages

The web addresses for the proposed site map shown in section 24.1 above will be the following:

Home

- Our Products: <https://greenacresmedpro.com/our-products>
 - Test Results
- About Us: <https://greenacresmedpro.com/about-us>
 - Our Team
 - Our Commitment to Community
- Services: <https://greenacresmedpro.com/services>
 - Cultivators
 - Extraction and Processing
 - Dispensaries
- Information for Patients: <https://greenacresmedpro.com/information-for-patients>
 - Safe Consumption and Dosing
 - Qualifying Conditions
 - Alabama Rules and Law
 - About Medical Cannabis
- Contact Us: <https://greenacresmedpro.com/contact-us>

Redaction Declaration

The names, addresses, telephone numbers, dates of birth, social security numbers, and financial account amount and numbers are all protected from disclosure as personally identifiable information under federal law and the laws of the State of Alabama. *See* The Privacy Act of 1974, 5 U.S.C. § 552a; *see also* Alabama Data Breach Notification Act of 2018, Ala. Code (1975) § 8-38-1 *et seq.*

The trial and appellate courts in Alabama have similarly adopted rules that limit disclosure of such personally identifiable information in documents filed with the courts. *See* Ala. R. App. P. 56, *Redaction of Personal Identifiers in Documents filed with the Appellate Courts* and Ala. R. Civ. P. 5.1, *Privacy Protection for Court Filings*.

With regard to our security plan and building plans, the Alabama Public Records Law exempts from disclosure “. . . records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures . . . the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare . . .” Ala. Code § 36-12-40 (1975).

FORM I: OWNERSHIP ENTITY INDIVIDUALS

"Ownership Entity" - An entity that has any ownership interest in the Applicant.

Complete a separate form for each ownership entity, providing information and verification as to each individual having an indirect or direct ownership interest in the ownership entity. Attach additional forms if necessary.

For purposes of this form, if the ownership entity is a trust, disclose the names and addresses of all trustees and beneficiaries; if a privately held corporation, the names and addresses of all shareholders, officers, and directors; if a publicly held corporation, the names and addresses of all shareholders holding a direct or indirect interest of greater than five percent, officers, and directors; if a partnership or limited liability partnership, the names and addresses of all partners; if a limited partnership or limited liability limited partnership, the names of all partners, both general and limited; or if a limited liability company, the names and addresses of all members and managers.

Green Acres Organic Pharms Inc.

Processor

Business License Applicant Name

License Type

Ownership Entity Information

[REDACTED]

100%

Ownership Entity Name

Ownership Entity % Ownership in Applicant

Ownership Entity Type:

- Trust
 Privately Held Corporation
 Publicly Held Corporation
 Partnership
 Limited Liability Partnership
 Limited Partnership
 Limited Liability Limited Partnership
 Limited Liability Company
 Other (specify): _____

Ownership Entity Owners

[REDACTED]

Director

100%

Owner Name

Role

% Ownership in Entity

[REDACTED]

Street Address

Florence

AL

35634

City

State

Zip

N/A

N/A

N/A

Owner Name

Role

% Ownership in Entity

N/A

Street Address

N/A

N/A

N/A

City

State

Zip

| | | |
|----------------|-------|-----------------------|
| N/A | N/A | N/A |
| Owner Name | Role | % Ownership in Entity |
| N/A | | |
| Street Address | | |
| N/A | N/A | N/A |
| City | State | Zip |
| N/A | N/A | N/A |
| Owner Name | Role | % Ownership in Entity |
| N/A | | |
| Street Address | | |
| N/A | N/A | N/A |
| City | State | Zip |
| N/A | N/A | N/A |
| Owner Name | Role | % Ownership in Entity |
| N/A | | |
| Street Address | | |
| N/A | N/A | N/A |
| City | State | Zip |
| N/A | N/A | N/A |
| Owner Name | Role | % Ownership in Entity |
| N/A | | |
| Street Address | | |
| N/A | N/A | N/A |
| City | State | Zip |

Applicant Verification: The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes a complete and accurate list of all individuals with an applicable ownership interest in an ownership entity with an ownership interest in the Applicant.

[Redacted]

Printed Name of Verifying Individual

[Redacted Signature]

Signature of Verifying Individual

Director

Title of Verifying Individual

12/28/2022

Verification Date

Proof of Minimum Liability and Casualty Insurance

Verification

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

Printed Name of Verifying Individual

Director

Title of Verifying Individual

Signature of Verifying Individual

12/22/2022

Verification Date

Redaction Declaration

The names, addresses, telephone numbers, dates of birth, social security numbers, and financial account amount and numbers are all protected from disclosure as personally identifiable information under federal law and the laws of the State of Alabama. *See* The Privacy Act of 1974, 5 U.S.C. § 552a; *see also* Alabama Data Breach Notification Act of 2018, Ala. Code (1975) § 8-38-1 *et seq.*

The trial and appellate courts in Alabama have similarly adopted rules that limit disclosure of such personally identifiable information in documents filed with the courts. *See* Ala. R. App. P. 56, *Redaction of Personal Identifiers in Documents filed with the Appellate Courts* and Ala. R. Civ. P. 5.1, *Privacy Protection for Court Filings*.

With regard to our security plan and building plans, the Alabama Public Records Law exempts from disclosure “. . . records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures . . . the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare . . .” Ala. Code § 36-12-40 (1975).



To whom it may concern,

My name is [REDACTED] and I am a licensed insurance agent who has been working with Mr. [REDACTED] (Green Acres Organic Pharms, Inc.) to obtain insurance for their cannabis operation. My company and I specialize in cannabis insurance, and we have access to dozens of cannabis insurance carriers through which we can quote. At the time of this letter, Green Acres Organic Pharms, Inc. is in the process of applying for a cannabis license with the State of Alabama. Once Green Acres Organic Pharms has obtained this license, we will be working together to make sure that their operation is appropriately insured with Product liability, General liability, Property insurance, Workers Comp insurance, Auto/Fleet insurance, and any other line of insurance that they may need. I have access to every single cannabis insurance carrier in the country and will be thoroughly shopping Green Acres Organic Pharms, Inc. insurance.

Mr. [REDACTED] has been a CBD client of mine since March of 2022. During this time, he has maintained the required General Liability insurance without any lapses in coverage and is always a pleasure to work with.

Thank you,

[REDACTED]



[REDACTED] Hattiesburg, MS 39402

Direct [REDACTED]
Phone [REDACTED]
Fax [REDACTED]



Insurance binder presented to:

Jencap Specialty Insurance Services - Mendon, MA

[REDACTED]

For

Green Acres Organic Pharms Inc

Policy period

03/14/2022 - 03/14/2023

BY

[REDACTED] *Product Manager - Products Liability*

[REDACTED]@kinsaleins.com

03/15/2022

NO FLAT CANCELLATIONS ONCE COVERAGE IS BOUND

Kinsale Insurance Company [REDACTED] Richmond, VA 23226
Phone [REDACTED] Fax [REDACTED]
www.kinsaleins.com

Kinsale Insurance Company

A.M. Best Company Rating: A (Excellent)
 Financial Size Category: IX

Jencap Specialty Insurance Services - Mendon, MA - [REDACTED]

BINDER

RE: Green Acres Organic Pharms Inc
 [REDACTED]
 Florence, AL 35630

Policy [REDACTED]
 Date:03/15/2022

This binder contains an outline of coverage and does not include all the terms, conditions and exclusions of the policy that may be issued. The policy contains the full and complete agreement with regards to coverage. Please review this binder thoroughly and notify the Company immediately of any inaccuracies or discrepancies.

Company: Kinsale Insurance Company

Policy Term: 03/14/2022 - 03/14/2023

Coverage Form: Commercial General Liability - Claims Made

Retro Date: 03/14/2022

Description Of Operations: Processor/Manufacturer of Hemp/CBD Products

| | |
|---|-------------|
| Limits: | |
| Each Occurrence Limit | \$1,000,000 |
| Damages to Premises Rented to You Limit | \$100,000 |
| Medical Expense Limit | \$1,000 |
| Personal & Advertising Injury Limit | \$1,000,000 |
| General Aggregate Limit | \$2,000,000 |
| Products / Completed Operations Aggregate Limit | \$2,000,000 |
| Deductible: | |
| Per Claim | \$5,000 |
| ** Deductibles apply to all coverages, damages, and expenses. | |
| Coverage Enhancements: | |
| Primary / Non-Contributory Endorsement | |

Basis of Premium

| Class Description | Exposure Base | Exposure Units | Rate |
|--|-------------------------|----------------|--------|
| Industrial Hemp CBD Products Manufacturing | per \$1,000 Gross Sales | 350,000 | 8.5714 |

| | |
|-----------------------------------|----------------|
| Premium (Minimum premium applies) | \$3,000 |
| Company Fees | \$300 |
| Total Due At Inception | \$3,300 |
| Minimum Earned Premium | 25.00% |
| Commission | 15.00% |

Company Fees are fully earned.
Premium is 100.00% minimum and deposit.
Minimum Premium applies.
Taxes, fees and surcharges are the responsibility of the broker.
Policy Subject to Annual Audit.

Contingencies:

This binder is conditioned on our receipt and approval of the materials listed below. We may rescind this binder if we do not receive, review and approve in writing these materials. Further, this binder is strictly conditioned upon there being no material change in the risk between the date of the binder and the effective date of the policy. If we determine that a material change has occurred, we may modify the terms of this binder, including rescinding it altogether.

- 1) Subject to receipt and acceptance of 5 years currently valued loss runs prior to binding.
- 2) SL Tax Filing Form upon binding.
- 3) The Named Insured schedule includes only entities listed on this quote. Entities on the submission but not on the quote are not automatically included. Changes to Named Insured schedule will be effective when request to amend is received by Kinsale.

Comments:

***Kinsale now offers Stand-Alone Product Recall coverage starting at \$1,500. See our Target Classes and Policy Structure at the Kinsale Recall Website ***

Contact Information:

Product manager - Products Liability [redacted]@kinsaleins.com

Exclusions and Endorsements:

CAS1001-0521 - Commercial General Liability Declarations - Claims Made
ADF9013-0419 - Notice - Where To Report A Claim
ADF4001-0110 - Schedule of Forms
CG0002-0413 - Commercial General Liability Coverage Form
CAN2002-0218 - Warranty Endorsement - Licensing Compliance
CAS2004-0110 - Deductible Endorsement
CAS2007-0220 - Common Conditions - Casualty
CAS2008-0110 - Amended Duties in the Event of a Claim or Suit - (Commercial General Liability - Claims Made)
CAS2009-1111 - General Liability Changes-Claims Made to Claims Made and Reported
CAS2013-0821 - Extended Reporting Period
ADF4002-1120 - Basis of Premium
ADF4005-0721 - Composite Rate Endorsement
CAS4004-0320 - Amendment - Supplementary Payments Inside Limits of Insurance
CAS4018-1121 - Additional Policy Provisions - Premium
CAS4029-0721 - Amendment - Conditions - Premium Audit
ADF3003-0519 - Exclusion - Absolute Pollution and Pollution Related Liability
ADF3010-0110 - Exclusion- Nuclear, Biological or Chemical Materials
ADF3011-0115 - Exclusion of Other Acts of Terrorism Committed Outside the United States; Exclusion of Punitive Damages Related to a Certified Act of Terrorism; Cap on Losses from Certified Acts of Terrorism
CAN3001-0320 - Additional Policy Exclusions - Cannabis
CAN3002-0921 - Exclusion - Cannabis Health Hazard

CAN3003-0321 - Exclusion - Ingredients or Additives - Cannabis
CAN3004-0218 - Exclusion - Impairment
CAN3005-1218 - Exclusion - Caffeine or Alcohol - Cannabis
CAN3006-0119 - Exclusion - Assault And Battery
CAN3008-0621 - Exclusion - Tetrahydrocannabinol (THC)
CAS3011-0220 - Exclusion - New Entities (Commercial General Liability)
CAS3097-0220 - Exclusion - Intellectual Property
CAS3098-1120 - Exclusion - Named Insured vs. Named Insured
CAS3108-0420 - Amended Exclusion - Recording and Distribution of Material or Information- General Liability
CAS3124-0616 - Exclusion - Violation of Statutes That Govern E-Mails, Fax, Phone Calls or Other Methods of Sending Material or Information
CAS3136-1118 - Exclusion- Batteries
CAS3140-0320 - Exclusion - Pathogen and Related Hazards
CAN5001-0420 - Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision
CAS5003-0717 - Additional Insured - Primary and Non-Contributory Endorsement
CAS5006-0420 - Additional Insured As Required By Written Contract - Trade Event
CAS5017-0420 - Additional Insured As Required By Written Contract - Managers or Lessors of Premises
ADF9010-0321 - Notice of Terrorism Insurance Coverage
IL0021-0908 - Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL0985-1220 - Disclosure Pursuant to Terrorism Risk Insurance Act
ADF9004-0110 - Signature Endorsement
ADF9009-0110 - U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders

Kinsale Insurance Company

Richmond, VA 23226

www.kinsaleins.com



Kinsale Insurance Company
 Richmond, VA 23226
www.kinsaleins.com

CANNABIS – HEMP/CBD SUPPLEMENTAL APPLICATION

COMPLETE IN ADDITION TO ACORD APPLICATIONS.
 ATTACH ADDITIONAL SHEETS AS NECESSARY.
 ANSWER ALL QUESTIONS. If not applicable, indicate N/A.

I. GENERAL INFORMATION

1)

| | |
|--|---------------------------------|
| Named Insured: Green Acres Organic Pharms Inc. | |
| Brokerage/Broker: | Agency/Agent: The Nowell Agency |
| Renewal? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | Policy Number: |
| Effective Date: 3/1/2022 | Retroactive Date: |

2) Current Carrier Information:

| | | | |
|--|---|-------------------|--|
| Carrier: | NA | | |
| Limit of Insurance: | | | |
| Deductible: | | | |
| Premium: | | | |
| Offering renewal? Yes <input type="checkbox"/> No <input type="checkbox"/> | Claims made? Yes <input type="checkbox"/> No <input type="checkbox"/> | Retroactive date: | |

Please attach copies of the following:

- a) Five year currently valued loss runs
- b) Expiring declarations page (if Claims Made coverage is in-force)
- c) Complete, detailed products and ingredients list or menu as applicable (if a website is unavailable)
- d) Details of any government action against insured

3) Mailing address:

Address: [Redacted]

City: Florence State: AL Zip Code: 35630

4) Please check what operations the insured is engaging in:

CBD Hemp Growing
 CBD Goods Retail
 CBD Goods Processing
 Hemp Growing (not for CBD)
 CBD Goods Online Only
 CBD Goods Wholesale Distribution
 Industrial (No Human Consumption) Hemp Growing
 Other (please describe): He white labels products for customers

5) What are your total sales for the coming term? \$ 350,000



II. PREMISES INFORMATION *(duplicate this page as necessary)*

- 6) Location # 1 :
- a. Address: [REDACTED]
 City: Florence State: AL Zip Code: 35630
 Operations at Location: _____
 Growing is done: Indoors Outdoors (open) Outdoors (greenhouse) N/A
- b. Are any construction operations or building renovations planned during the upcoming policy period? Yes No
- c. Please indicate which premise security measures are in place:
 Interior Cameras Door Greeter/ID Checker Safe/Vault
 Exterior Cameras Double Entrance/Man Trap Gated/Barred Windows and Doors
 Centrally Monitored Alarms Motion Sensors Vision Obscured Fencing (8' or higher)
- d. Is your premise in a rural/zoned agricultural area? Yes No
- e. Are there any dwellings on this premise? Yes No
- f. Are there any firearms on the premise? Yes No
- g. If growing is done at your location, please describe grow method: _____

- h. If extraction is done at your location, please describe method. Include details regarding solvents, open or closed loop, and fire suppression in place: Fall & Film extraction. Butane extraction

- i. If extraction involved butane or propane, are you in compliance with all state and local regulations regarding gas storage and explosion containment? Yes No

III. ADDITIONAL INFORMATION

- 7) What independent 3rd party testing is done on products? Please list testing company. _____

- 8) Have you ever had a product recall? Yes No
 If yes, please attach details.
- 9) Are there any present situations that might give rise to an incident causing a product recall? Yes No
 If yes, please clarify: _____

- 10) Have you had any Product Liability claims that were or were not covered by insurance? Yes No
 If yes, please clarify: _____

- 11) Have you been cited by any regulatory agency for violations arising out of business activity involving your product? If yes, please clarify: Yes No



- 12) Do you have any discontinued products? Yes No
 If yes, please explain the reasons for discontinuing: They rent the premises from The Shoals Business Incubator.
-
- 13) Do you rent your premises? Yes No
 If yes and Additional Insured landlord is required, please provide schedule here: They rent the premises from The Shoals Business Incubator.
-
- 14) During the past five years, has any insurer ever canceled or non-renewed similar insurance to any applicant or has your insurance been canceled for nonpayment of premium by any insurance or finance company? If yes, please attach an explanation. Yes No
- 15) Is your company aware of any occurrences, facts, circumstances, incidents, situations, damages or accidents (including but not limited to allegations of faulty or defective products, product failure, product dispute bodily injury or property damage) arising out of or related to your products that a reasonably prudent person might expect to give rise to a claim or lawsuit whether valid or not which might directly or indirectly involve the company? If yes, please attach an explanation. Yes No

FRAUD WARNING

NOTICE TO ALABAMA, ALASKA, ARIZONA, ARKANSAS, CALIFORNIA, CONNECTICUT, DELAWARE, GEORGIA, IDAHO, ILLINOIS, INDIANA, IOWA, KANSAS, MARYLAND, MASSACHUSETTS, MICHIGAN, MINNESOTA, MISSISSIPPI, MISSOURI, MONTANA, NEBRASKA, NEVADA, NEW HAMPSHIRE, NORTH CAROLINA, NORTH DAKOTA, OREGON, RHODE ISLAND, SOUTH CAROLINA, SOUTH DAKOTA, TEXAS, UTAH, VERMONT, WASHINGTON, WEST VIRGINIA, WISCONSIN, AND WYOMING APPLICANTS: In some states, any person who knowingly, and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or, for the purpose of misleading, conceals information concerning any fact material thereto, may commit a fraudulent insurance act which is a crime in many states.

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claiming with regard to a settlement or award payable for insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO FLORIDA APPLICANTS: Any person who knowingly and with intent to injure, defraud or deceive any insurance company files a statement of claim containing any false, incomplete or misleading information is guilty of a felony of the third degree.

NOTICE TO HAWAII APPLICANTS: For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

NOTICE TO KENTUCKY APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

NOTICE TO LOUISIANA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MAINE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.

NOTICE TO NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO NEW MEXICO APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

NOTICE TO NEW YORK APPLICANTS: Any person who knowingly and with intent to defraud an insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact



material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed \$5,000 and the stated value of the claim for each such violation.

NOTICE TO OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes a any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO PENNSYLVANIA APPLICANTS: Any person who knowingly and with intent to defraud any insurance company, or other person, files an application for insurance or statement of a claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties.

NOTICE TO TENNESSEE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO VIRGINIA APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

The Applicant acknowledges that the answers provided herein are based on a reasonable inquiry and/or investigation. The Applicant warrants that the above statements and particulars together with any attached or appended documents are true and complete and do not misrepresent, misstate or omit any material facts.

The Applicant agrees to notify us of any material changes in the answers to the questions on this questionnaire which may arise prior to the effective date of any policy issued pursuant to this questionnaire and the Applicant understands that any outstanding quotations may be modified or withdrawn based upon such changes at our sole discretion.

Completion of this form does not bind coverage. Applicant's acceptance of the company's quotation is required prior to binding coverage and policy issuance.

All written statements and materials furnished to the company in conjunction with this application are hereby incorporated by reference into this application and made a part of this application.

Applicant: [REDACTED] Title: Owner

FEIN #: [REDACTED]

Applicant's Signature: [REDACTED] Date: 3/1/2022

Agent/Broker Name: _____



PR - CBD Hemp Cannabis Supplemental Application

Final Audit Report

2022-03-07

| | |
|-----------------|--|
| Created: | 2022-03-07 |
| By: | [REDACTED]@nowellagency.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAAg1VZK2i2fDfewW62Vw-7-dluPZ2Aq31 |

"PR - CBD Hemp Cannabis Supplemental Application" History

-  Document created by [REDACTED]@nowellagency.com)
2022-03-07 - 8:44:46 PM GMT - IP address: 12.48.241.43
-  Document emailed to [REDACTED]sales@greenacresorganicpharms.com) for signature
2022-03-07 - 8:47:38 PM GMT
-  Email viewed by [REDACTED](sales@greenacresorganicpharms.com)
2022-03-07 - 8:52:13 PM GMT - IP address: 99.175.155.149
-  Document e-signed by [REDACTED](sales@greenacresorganicpharms.com)
Signature Date: 2022-03-07 - 8:52:59 PM GMT - Time Source: server- IP address: 99.175.155.149
-  Agreement completed.
2022-03-07 - 8:52:59 PM GMT



Redaction Declaration

The names, addresses, telephone numbers, dates of birth, social security numbers, and financial account amount and numbers are all protected from disclosure as personally identifiable information under federal law and the laws of the State of Alabama. *See* The Privacy Act of 1974, 5 U.S.C. § 552a; *see also* Alabama Data Breach Notification Act of 2018, Ala. Code (1975) § 8-38-1 *et seq.*

The trial and appellate courts in Alabama have similarly adopted rules that limit disclosure of such personally identifiable information in documents filed with the courts. *See* Ala. R. App. P. 56, *Redaction of Personal Identifiers in Documents filed with the Appellate Courts* and Ala. R. Civ. P. 5.1, *Privacy Protection for Court Filings*.

With regard to our security plan and building plans, the Alabama Public Records Law exempts from disclosure “. . . records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures . . . the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare . . .” Ala. Code § 36-12-40 (1975).

**FORM K: Affidavit of Entity Applicant for
Alabama Medical Cannabis License**

STATE OF ALABAMA)
)
LAUDERDALE 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: GREEN ACRES ORGANIC PHARMS, INC.
2. NAME OF AFFIANT: [REDACTED]
3. AFFIANT'S POSITION WITH APPLICANT: Director
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.
APK 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.)
APK 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.
APK 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.

[Signature] 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.

[Signature] INITIAL HERE

- f. Applicant understands, acknowledges, and will continue to respect and comply with AMCC Rules regarding limited communication during the Application process.

[Signature] 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.

[Signature] 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.

[Signature] 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.

[Signature] 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.

[Signature] INITIAL HERE

[Redacted Signature]

Signature of Affiant
Acting for and on behalf of:

Green Acres Organic Pharms Inc.
Applicant

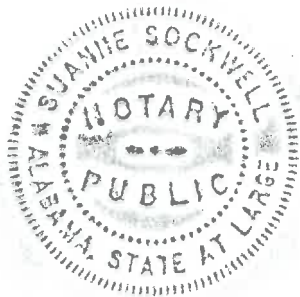
Sworn to and subscribed before me on this 22nd day of February, 2023

[Redacted Notary Name]

Notary Public

My Commission Expires: 8-24-25

[SEAL]



Green Acres Organic Pharms Inc.

[REDACTED]
Florence, AL 35630
[REDACTED]

December 28th, 2022

To whom it may concern,

[REDACTED] is the sole shareholder of Green Acres Organic Pharms Inc.
Mr. [REDACTED] has full Authorization to act on Green Acres Organic Pharms Inc. behalf.

Thank you,

[REDACTED]
Director
Green Acres Organic Pharms Inc.

X: [REDACTED]

Date: 12/28/2022

**FORM K: Affidavit of Entity Applicant for
Alabama Medical Cannabis License**

STATE OF ALABAMA)
)
LAUDERDALE 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: GREEN ACRES ORGANIC PHARMS, INC.
2. NAME OF AFFIANT: [REDACTED]
3. AFFIANT'S POSITION WITH APPLICANT: General Manager
4. AFFIANT IS THE APPLICANT'S (*Check One*): Responsible Party Contact Person
(The affidavit of BOTH individuals is required)
5. TYPE OF LICENSE BEING SOUGHT BY APPLICANT (*Check One*):
 Cultivator Processor Secure Transporter
 Dispensary Integrated Facility State Testing Laboratory

6. On behalf of the Applicant, I do hereby affirm under oath as follows:
 - a. I, the undersigned Affiant named in paragraph 2 above, am an adult, over the age of 19 years and competent to provide this Affidavit.
JS 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.)
JS 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.
JS 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.

AS 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.

AS INITIAL HERE

- f. Applicant understands, acknowledges, and will continue to respect and comply with AMCC Rules regarding limited communication during the Application process.

AS 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.

AS 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.

AS 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.

AS 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.

AS INITIAL HERE

[Redacted Signature]

Signature of Affiant
Acting for and on behalf of:

Green Acres Organic Pharms Inc.
Applicant

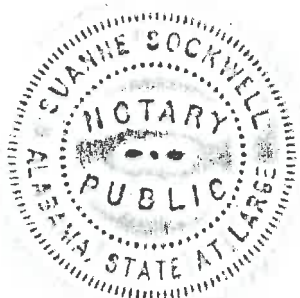
Sworn to and subscribed before me on this 22nd day of February, 2023.

[Redacted Signature]

Notary Public

My Commission Expires: 8-24-25

[SEAL]



Green Acres Organic Pharms Inc.

[REDACTED]
Florence, AL 35630
[REDACTED]

February 22nd, 2023

To whom it may concern,

[REDACTED] has full Authorization to act as Green Acres Organic Pharms Inc. "Contact Person"

Thank you,

[REDACTED]
Director
Green Acres Organic Pharms Inc

X: [REDACTED]

Date: 2/22/2023