

ି Help

Daffnie Martin

A Please use a supported browser for best performance. Please click here for a list of supported browsers (/dist/browserSupport.html)

#### **DISMISS**

Review

#### Selected Account:International Communication LLC

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

Your reference code is 1688.

File Date: 03/24/2023 3:47 PM

Your transaction ID is: 89102952
Transaction Token: b515c3a5-dcd3-48c1-8dab-c70dcc6ca408

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: 0143

# **General Applicant Information**

✓ Applicant : International C Name ommunication

LLC

Applying as: Business Entity

Trade Name (DBAs)

✓ Identification: FEIN

Number Type ✓ Federal Tax : 900525789

(dentification Number ✓ Business

: International C

Entity Name

ommunicatio

me LLC

✓ Business : Limited Liabilit

Entity Type y Company

Secretary of: 000440200

State Entity ID Number ✓ Federal Business Code No

: 484110

✓ Date of Qualification, Organization or Incorporation

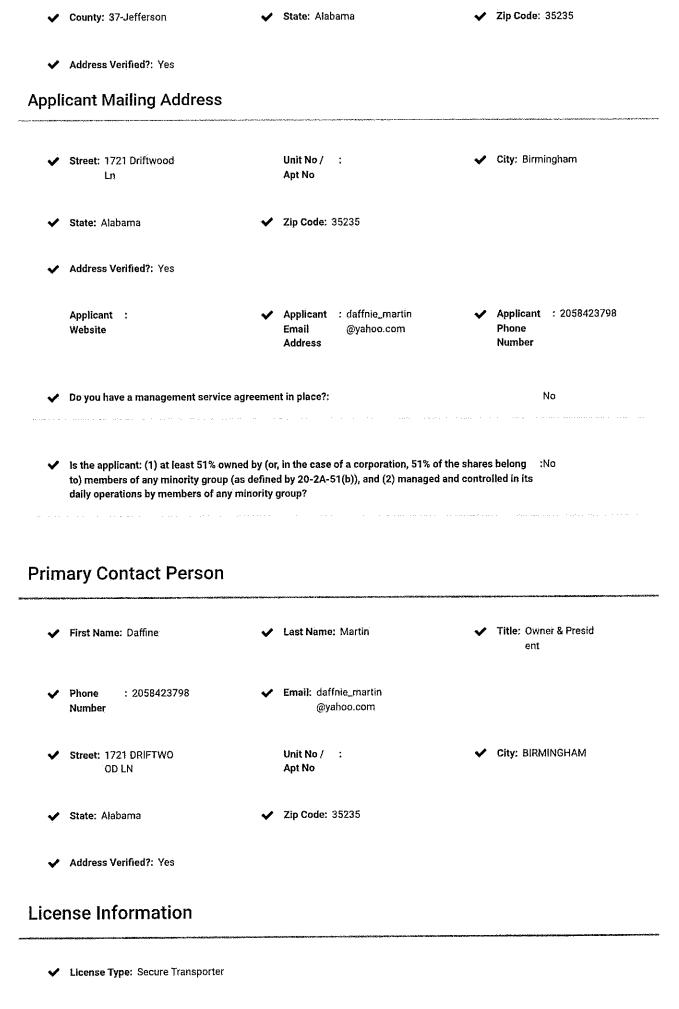
Incorporation

:11/16/2 009

# **Applicant Street Address**

✓ Street: 1721 Driftwood Ln Unit No / :

City: Birmingham



# **Facility Information**

# **Facility Information**

✓ Facility : Secure Transport Type er Facility

## **Physical Address**

✓ Street: 500 GENE REED

Unit No / : STE 107 Apt No ✓ City: BIRMINGHAM

RD

County: 37-Jefferson

✓ State: Alabama

✓ Zip Code: 35215

✓ Address : Yes Verified?

### **Facility Information Questions**

✓ Applicant's interest in : Agreement Contingent on property where proposed Receipt of License facility is located

Is this facility under : No construction?

- ✓ The number of days, if awarded a license, within which the : 30 Applicant reasonably projects it will commence operations at this facility
- ✓ The number of days, if awarded a license, within which the: 1825
  Applicant reasonably projects it will reach full capacity at
  this facility
- ✓ Does the applicant verify that this proposed facility will be in a : Yes permissible location, if applicable, and will maintain compliance with all State and local laws, resolutions and ordinances?

# Ownership of Applicant

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

#### Individual

•	Legal : Daffnie First Name		Legal ; Middle Name	•	Legal Last: Martin Name
	Suffix:	•	Phone : 2058423798 Number	<b>~</b>	Email : daffnie_martin@ Address yahoo.com
<b>~</b>	Date of : 09/06/1977 Birth	•	Social : Security Number	*	Race/Ethnicity: African Amer ican
<b>~</b>	Ownership : 100 Percentage of the Applicant	•	Role: Officer		
Resid	dence Address	-and the second second			
<b>~</b>	Street: 1721 DRIFTWOO D LN		Unit No / : Apt No	~	City: BIRMINGHAM
~	State: Alabama	<b>~</b>	<b>Zip Code:</b> 35235		
<b>~</b>	Address : Yes Verified?				
	nabis Industry Entities	mariton sawaa		And the control of th	
· · · · · · · · · · · · · · · · · · ·	Is any individual or entity below connect cannabis industry, including, but not limi transporting, or sale of cannabis or med (1) an individual with an ownership inter (2) the spouse, parent, or child of an indi (3) an entity with an ownership interest i	ited to lical c est in ividua	, the cultivation, processing, packaging annabis, either in Alabama or any other the applicant; I with an ownership interest in the appli	, labelir jurisdic	ig, testing, tion?
Ques	stions and Attestations	, agreși cu care		E BO BAZDIZA KOD LINDOL	
•	Has the applicant, any ownership entity, with an ownership interest in the applica certificate (not related to cannabis indus Alabama or any other jurisdiction?	ant ev	er applied for or been granted any comm	nercial l	icense or
~	Was any commercial license or certifica non-renewed?	te dis	closed above denied, restricted, suspen	ded, re	voked, or : NO
					and the second s

<b>~</b>	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?	:	MO
	en e		e e e e e e e e e e e e e e e e e e e
<b>~</b>	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?	;	MO
		20.00	and the second second
•	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
			and a second second
V	Has the applicant filed, or had filed against it, any proceeding for bankruptcy within the past 7 years?:		NO
			age and are
~	Is the applicant currently, or has it been in the past 10 years, a defendant in litigation involving any of its business practices?	:	NO
154 415			enganismi ja vientensis mäännä on meeten o
~	Is any public official of any unit of government:  (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?		NO
*****	and the second of the second o		
~	Is the spouse, parent or child of a public official of any unit of government:  (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?		
<b>~</b>	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
<b>~</b>	Has any leader, secure transport driver, or secure transport passenger of the applicant received a criminal conviction within the last eight years for any of the following:  (1) any indictable offense;  (2) any offense involving stolen property or vehicles;  (3) fraud relating to any business any driver has owned, in whole or part, or in which the driver has been employed;  (4) stolen property, or other offense of similar nature;	,	NO
	(5) operation of a motor vehicle while under the influence of a controlled substance, or offense of similar nature; or (6) any offense involving possession, distribution or trafficking in, any illegal substance?		

~	Commencement: 3  of Operation	Year One: 3	✓ Year Two: 6
.*	Year Three: 8	Year Four: 11	✓ Year Five: 13
•	Does the applicant verify that it has the abilit liability and casualty insurance, as required l amended)?		
•	Does the applicant consent as required by § inspections, examinations, searches, and se Alabama 1975 (as amended), which shall sp applicant?	izures contemplated by § 20-2	A-52(a)(3), Code of
	and the second s		and the second s
<b>~</b>	Does the applicant verify that neither it nor it license or applicant for license under the Ac- amended))		
•	I attest that this application is truthful and co date of filing.	omplete based on the best avai	lable information as of the : YES
•	Signature: Daffnie Lashay Martin	<b>✓</b> Sign	ature Date: 12/29/2022
Doci	uments		
<b>~</b>	Resume or Curriculum Vitae of Individuals w Interest:	<b>rith Ownership</b> Exhibit1Resume	.pdf (./api/documents/DJLdZh1ET0/download)
			The second secon
<b>~</b>	Residency of Owners:	1688_Exhibit2-R	esidency of Owners.pdf (//api/documents/-tXo.,,
	and the second s		and the second of the second o
~	Criminal Background Check:	1688_Exhibit3Cr	iminalBackground.pdf (./api/documents/CiNn
	and the second s		and the second of the second o
~	Demonstration of Sufficient Capital:	1688_Exhibit4De	emonstrationof Capital.pdf (./api/documents/u
~	Financial Statements:	Exhibit5Financia	alStatements.pdf (./api/documents/0cKhlu6xd/
**	and the second s		
~	Tax Plan:	Exhibit6TaxPlan	.pdf (./api/documents/pjTq7MSnS/download)

prospective commencement of operations and during the first five calendar years thereafter?

•	business Formation Documents:	tooo_extibit/-business Formation Documents.put (./api/docu
•	Business License and Authorization of Local Jurisdictions	:: 1688_Exhibit8-Business License_Authorization.pdf (./api/docu
•	Business Plan:	Exhibit9BusinessPlan.pdf (./api/documents/5wXt281LB/downl.,
~	Evidence of Business Relationship with other Licensees and Prospective Licensees:	Exhibit10EvidenceofBusiness.pdf (_/api/documents/6To50BLp
*	Standard Operating Plan and Procedures:	Exhibit11StandardOperating.pdf (./api/documents/wJVf_yW
*******		
<b>~</b>	Policies and Procedures Manual:	Exhibit12Policies.pdf (./api/documents/XFRwPYae0/download)
~	Secure Transport Vehicles:	1688_Exhibit13-SecureTransportVechicles.pdf (./api/document
2 to 6		
~	Compliance with Alabama Public Service Commission	1688_Exhibit14_Compliance with APSC Requirements.pdf (./ap
	Requirements:	
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<b>~</b>	Commercial Drivers' License:	1688_Exhibit15-Commercial Drivers License,pdf (./api/docume
~	Fleet Summary:	1688_Exhibit16-Fleet Summary.pdf (,/api/documents/vnu9Crp
<b>~</b>	Care and Maintenance of Vehicles:	Exhibit17Care.pdf (./api/documents/unlY4dtEF/download)
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<b>~</b>	Route Plans:	1688_Exhibit18-Route Plans.pdf (./api/documents/dwk8h0Xc5
		en e
<b>~</b>	Facilities:	1688_Exhibit19-Facilities.pdf (./api/documents/qT1tbnSsX/do
	en e	
~	Security Plan:	Exhibit20SecurityPlän.pdf (./api/documents/T2esHc_HN/down
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<b>~</b>	Personnel:	Exhibit21Personnel.pdf (./api/documents/W7H2JNDVq/downl
		en de la companya de
<b>~</b>	Employee Handbook:	Exhibit22EmployeeHandbook.pdf (./apl/documents/f2X3PGw4
t wast to a		
<b>~</b>	Secure Transport Drivers:	Exhibit23SecureTransport.pdf (./api/documents/uVNCTuo6k/d
~	Drivers' Manual:	Exhibit24DriversManual.pdf (./api/documents/1hMvAKY7f/do
~	Website and Social Media:	Exhibit25Website.pdf (./api/documents/nYMRl8x8V/download)

<ul> <li>Ownership Entity Individuals (if applica</li> </ul>	hle): FormiOwnershipEntityIndividuals.pdf (./api/documents/q0c7n
✓ Proof of Minimum Liability and Casual	
✓ Affidavit - Entity Applicant:	FormK.pdf (./api/documents/eBhkxTvng/download)
Payments	

✓ Payment Options: Credit Card

# Exhibit 1 – Resumé or Curriculum Vitae of Individuals with Ownership Interest in Applicant

#### Verification

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

Printed Name of Verifying Individual

Dottinie Losmy Martin

Title of Verifying Individual

Signature of Verifying Individual

**Verification Date** 

The resumé or curriculum vitae of each individual with an ownership interest in the Applicant, showing, at a minimum, all institutions of higher education attended, including the date, location and type of any degree received; all residential addresses in the last 15 years; and the name, business address and telephone number of all employers in the last 15 years, including a contact person at each. [Use FORM A: OWNERSHIP RESUME / CURRICULUM VITAE]

Enclosed are the Applicant's ownership resumé and curriculum vitae documents.

# FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

International Communications LLC	Secu	e Transportation	
Business License Applicant Name	License Type		
Daffnie Martin	100%		
Individual with Ownership Interest in Applicant	Individua	l's Ownership Percentage in Ap	plicant
Residential History Provide all residential addresses, in reverse chronol attach additional form(s) if necessary.	ogical order, f	or 15 years prior to date of appli	cation
121 Whiting Drive			
_Residential Street Address		00400	
Monroeville	AL	36460	
City	State	Zip 01/2009	
03/2003  Date Resided From (MM/YYYY)	$\overline{D}$	ate Resided To (MM/YYYY)	
Date resided From (Milly 1111)			
393 Sunbrook Ave			_
Residential Street Address			
Birmingham	AL	35215	
City	State	Zip	
03/2009	_	03/2010	
Date Resided From (MM/YYYY)	D	ate Resided To (MM/YYYY).	
765 Gable Drive			
Residential Street Address		35215	
Birmingham	AL		
City	State	Zip	2
03/2010	_	03/2014	
Date Resided From (MM/YYYY)	Ī	Pate Resided To (MM/YYYY)	
1721 Driftwood Lane			
Residential Street Address		<b>:</b>	
Birmingham	AL	35235	
City	State	Zip	
04/2014	_	Present	! .
Date Resided From (MM/YYYY)	Ī	Date Resided To (MM/YYYY)	

Residential Street Address		
City	State	Zip
Date Resided From (MM/YYYY)	Da	ate Resided To (MM/YYYY)
Residential Street Address		
City	State	Zip
Date Resided From (MM/YYYY)	D	ate Resided To (MM/YYYY)
Residential Street Address		
City	State	Zip
Date Resided From (MM/YYYY)	D	ate Resided To (MM/YYYY)
Residential Street Address	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
City	State	Zip
Date Resided From (MM/YYYY)	Ī	Date Resided To (MM/YYYY)
Residential Street Address		
City	State	Zip
Date Resided From (MM/YYYY)		Date Resided To (MM/YYYY)

#### **Education** Provide all institutions of higher education attended; attach additional form(s) if necessary. AL. Monroeville **Certified Nursing Assistant** State City Institution 04/1999 Certificate 02/1999 Degree Received Date Attended To (MM/YYYY) Date Attended From (MM/YYYY) Mobile AL Medcert Medical State City Institution Certificate 04/2007 04/2007 Degree Received Date Attended To (MM/YYYY) Date Attended From (MM/YYYY) State City Institution Degree Received Date Attended To (MM/YYYY) Date Attended From (MM/YYYY) State City Institution Degree Received Date Attended To (MM/YYYY) Date Attended From (MM/YYYY) **Employment History** Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary. 205575-3285 Shelia Dailey Englewood Nursing Home Telephone Contact Person **Employer** 2046 S.Alabama Ave **Business Address** 36460 AL Monroeville

City

04/2001

Date Employed From (MM/YYYY)

Zip

State

04/2005

Date Employed To (MM/YYYY)

Southern Diagnostic Labs	Angel West	256-490-7977
Employer	Contact Person	Telephone
2732 7th Ave S		
Business Address		
Birmingham	AL	35233
City	State	Zip
06/2009	04/2	016
Date Employed From (MM/YYYY)	Date Empl	loyed To (MM/YYYY)
Martin Tax Service	Daffnie Martin	205-842-3798
Employer	Contact Person	Telephone
765 Gable Dr		
Business Address		
	AL	35235
<u>Birmingham</u> City	State	Zip
01/2010	03/2	020
Date Employed From (MM/YYYY)	Date Emp	loyed To (MM/YYYY)
	NI - I - David	205-918-715
Southeast Clinical Labs	Nicole Boyd Contact Person	Telephone
Employer	Contact i erson	10102110
3621 3rd Ave S		
Business Address		35222
Birmingham	\AL	
City	State	Zip
04/2016		esent
Date Employed From (MM/YYYY)	Date Emp	loyed To (MM/YYYY)
C&DTransportation	Daffnie Martin	205-842-379
Employer	Contact Person	Telephone
1721 Driftwood Lane		r • • • •
	····	
Business Address	AL	35235
Business Address Birmingham	A L State	35235 Zip
Business Address	State	

# 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.

Daffnie Martin Dwner

Printed Name of Verifying Individual Title of Verifying Individual

Caffine 1 Jaitin 3/9/23

Signature of Verifying Individual Verification Date

License Type: Secure Transporter

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.

Enclosed are the Applicant's proof of residence documents.

John H. Merrill Secretary of State P. O. Box 5616 Montgomery, AL 36103-5616

# STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Articles of Formation filed on behalf of International Communication L.L.C., as received and filed in the Office of the Secretary of State on 11/16/2009.



20210913000009932

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.

09/13/2021

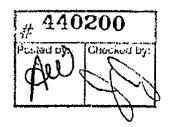
Date

X W. Merill

John H. Merrill

Secretary of State





#### **ARTICLES OF ORGANIZATION OF**

#### INTERNATIONAL COMMUNICATION L.L.C

Pursuant to the Provisions of Sections 10-12-1, et seq. of the Code of Alabama (1975), the undersigned hereby adopt the following Limited Liability Company Articles of Organization.

#### ARTICLE I

#### Name

The name of the limited liability company is International Communication L.L.C

#### ARTICLE II

#### Duration

The period of duration for the limited liability company is perpetual beginning on the date these Articles of Organization are filed by the Probate Judge of Jefferson County, Alabama.

#### **ARTICLE III**

#### Purposes

The company has been organized for the purposes selling communication equipment and accessories or any lawful business and for all other purposes allowed by the Alabama Limited Liability Company Act.

SECRETARY OF STATE

# ARTICLE IV

### Registered Office; Registered Agent

The location and the street address of the initial registered office of the Company shall be 393 Sunbrook Avenue Birmingham, Alabama 35215. The name of the company's initial registered agent at the address is: Daffine Martin.

#### ARTICLE V

#### **Initial Members**

The names and mailing addresses of the initial members of the Company are the following: Daffine Martin 393 Sunbrook Avenue Birmingham, Alabama 35215

#### **ARTICLE VI**

#### Admission of Additional Members

The Company may permit the admission of additional members at any time upon the unanimous written consent of all members.

### ARTICLE VII

#### Continuation of Business

The Company may be reconstituted and the business of the Company may be continue following an event of dissociation which terminates the membership of a member of the Company if (i) there are at least two remaining members or at least one remaining member and a new member is admitted, and (i) the business of the Company is continued by the written consent of all remaining members within 90 days after the occurrence of the event of dissociation.

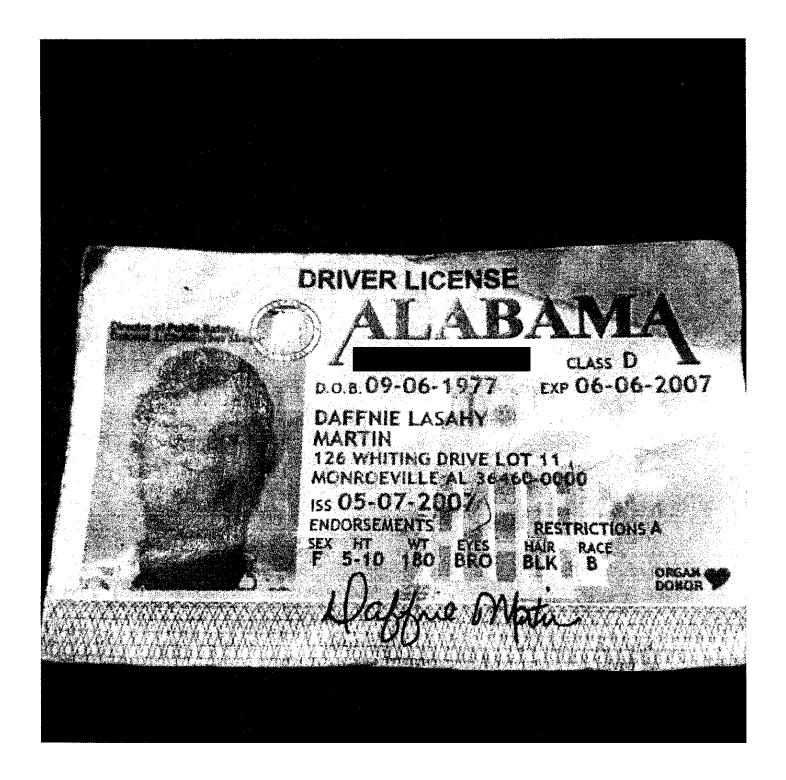
IN WINESS WHEREOF, these Articles have been subscribed as of the day of \_\_\_\_\_\_\_\_, 2009, by the undersigned members, who affirm that statements made herein are true and correct according to his best knowledge, information, and belief.

20891116001329030 3/3 Bk: LR200964 Pg:7930 Jefferson County, Alabama 11/16/2009 01:59:53 PM INC Fee - \$51.00

Total of Fees and Taxes-\$51,00 KWBE55

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DAFFNIE E MARTIN	6151	950 =     - 09/06/197	e ColDebi	or Birth date	
765 GABLE DRIVE BIRMINGHAM AL 3521		11   12	to Carlo D		(1) (C)
Co-Debtor (For Joint Life Only):	CUID No.	Group Policy No	Co-Debu Disability	Disability	Actively Employed
Creditor (Name, Street Address, City, State, Zip Code)  America's First Federal Credit Union	W. S. (2) 45 (2) 24		riod Waiting	Elimination Period	*Yes
1200 4TH AVENUE, NORTH	33430	33430DEF	0 Davs	0 Days	30 hours/week
BIRMINGHAM, AL: 35203	SOUS PROPERTY MA		o pays	中學科學	*Minimum,Hrs7Wk
Effective Date Of Insurance Insurance Coverage Max	imum Benefit		Effective	Maximum Age At Date T	ermination
03/09/2011 Single Life Insurance (X) Maxi	imum Life Benefit		fe:	69 Years Life.	270 Years
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Second Beneficiary:			y Date: 0	3/10/2012	7.
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		effective date.			

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15 (104.00.00) DOLLARS, the amount of which is verified in the excelption between the three packnowledges; i. SCOTT in the underlying address in 1721. Driftwood Lane, Birmingham, A. 3221. HAZLA, A MARRIED MAN, whose mailing address is 1721. Driftwood Lane, Birmingham, A. 3221. Hazla, and the properties of the AMTORA to the reverse of the properties of	STOR JOHN ON LANDING JURANIES, file amount of which is written to be melegy and URANIES, plant doubly (TRANTER the receipt) whereof is hereby accinomistical. XCOTT by the melegy and interest and the provided of the provide	N. L. S. STATE OF ALABAMA ( )	GENERAL WARRANTY DEED  BELLE ROOM 1976  BELLE ROOM 1976  Jeffersen County, File been county
The address of which is 1/211 Driffwood Lane, Birmingham, ALD \$225,00-915  OTS BLOCKS ACC ORDING TO THE MAP AND SURVEY OF ROLLING WOOD ESTATES HISTORY SERVEY SERVEY OF ROLLING WOOD ESTATES HISTORY SERVEY S	JOB SECONDING TO THE MARIAND SURVEYOF ROLLINGWOODESTATES, THE SECONDING TO THE MARIAND SURVEYOF ROLLINGWOODESTATES, THE SECONDING AS RECORDED IN MAY BOOK 15, PAGE 74, IN THE PRODATE OFFICE OF DETERMINATION OF THE PRODATE OFFICE OF DETERMINATION OF THE WAY IN THE PRODATE OFFICE OF DETERMINATION OF THE WAY IN THE PRODATE OF THE WAY IN THE	(\$109,000 00) DOLLLARS, the to the underlyiphed GRANTOR RASZEJA, A MARRIED M to thereing the referred to as GRA	samount of which is verified in the settlement statement between its partie of in hand paid by GRANTEE the receipt whereof is hereby acknowledged. I. SCOTT *  [AN, whose mailing address is 1721 Driftwood Lane, Birmingham, AL 35235, (NTOR), do hereby grant, bargain, sell and convey unto, DAFFINE MARTIN, and Days Birmingham, AL 35215 (hereinafter referred to as GRANTEE) her heirs.
THE STATE OF ALABAMA  STATE OF ALABAMA  COUNTY OF JEFFERSON  10 10 20 3 10 10 10 10 10 10 10 10 10 10 10 10 10	THE STATE OF ALABAMA  NOTIFIED AND OF THE GRANTOR SHOULD SET IN A STATE OF ALABAMA  STATE OF ALABAMA  NOTIFIED AND OR ANY OR HIS BETWEEN STATE OF A STATE OF ALABAMA  STATE OF ALABAMA  OUNTY OF JEFFERSON  JETALE OF ALABAMA  OUNTY OF JEFFERSON  JETALE OF A Notary Public in and for said County and State hereby certify that SCOTT RASZETA, a Married Man whose name is signed to the foregoing conveyance and whole known former, as the conveyance of the notary of the conveyance and whole known former.  REPLACED AND A STATE OF A STA	headarer of which is 17210. Gore BLOGK 6 ACC THISECTOR ASKED	Driftwood Lane, Birmingham, AL 35235.10-wit.  ORDING TO THE MAP AND SURVEY OF ROLLING WOODES LATES: 12.12.  CORDED IN MAP BOOK 154, PAGE 74, IN THE PROBATE OFFICE OF.
AND SALES AND DESCRIPTION OF AN OFFICE AND HELD	AND AID GRANTOR FOLLOW OR GRANTOR ON ANTOR'S here allocasters.  AND GRANTOR FOLLOW OR GRANTOR ON ANTOR'S here allocasters. Executors and administrators of the smile of Antice and owith GRANTOR of and assigns that GRANTOR is a world ye seried in the said Real Batate, that said Real Editaria free and Clear from all beins and Econombrances, expert a time of the said Real Batate, that said Real Editaria free and Clear from all beins and Becombrances, expert a time of the cast feel that the said Real Batate, that said Real Editaria free and Clear from all beins and Becombrances, expert a time of the cast feel that the said Real Editaria free and Clear from all beins and Becombrances, expert a time of the said Real Editaria free and Clear from all beins and Becombrances, expert a time of the control of the convey and administrators and administrators shall, warrant and defend the said Real Editaria free and Clear from all the said Real Editaria free and Clear from the State of April, 2014  BY WITHES WHEREOF, said GRANTOR has hereunto set his hand and seal this the 2nd day of April, 2014  BY WITHES WHEREOF, said GRANTOR has hereunto set his hand and seal this the 2nd day of April, 2014  BY WITHES WHEREOF, said GRANTOR has hereunto set his hand and seal this the 2nd day of April, 2014  BY WITHES WHEREOF, said GRANTOR has hereunto set his hand and seal this the 2nd day of April, 2014  BY WITHES WHEREOF, said GRANTOR has hereunto set his hand and seal this the 2nd day of April, 2014  BY WITHES WHEREOF, said GRANTOR has hereunto set his hand and seal this the 2nd day of April, 2014  BY WITHES WHEREOF, said GRANTOR has hereunto set his hand and seal this the 2nd day of April, 2014  BY WITHES WHEREOF, said GRANTOR has hereunto set his hand and seal this the 2nd day of April, 2014  BY WITHES WHEREOF, said GRANTOR has hereunto set his hand and seal this the 2nd day of April, 2014  BY WITHES WHEREOF, said GRANTOR has hereunto set his hand and seal this the 2nd day of April, 2014  BY WITHES WHEREOF, said GRANTOR has hereunto se	rights of way, limitation	ns, coverants and conditions of record, if any. (1) Mineral and mining rights. If any the hover purchase there was a paid of rom, the approceeds, of a smortgage, Joan Closed with
Herein above set for it, and that GRANTOR will, and GRANTOR Sheirs executors and administrators shall, warrant and defend the same to said GRANTEE, and GRANTEE'S beins and assigns, forever against the lawful claims of all ferror.  IN WERRESS WHEREOFF said GRANTOR has hereunto set his, hand and seal this the 2nd day of April, 2014  SCOTTRASZETA  Big 1 and Administrator  STATE OF ALABAMA  COUNTY OF JEFFERSON  All the undersigned, a Notary Public, in and for said County and State thereby certify that SCOTT RASZETA  Mantied Man whose name is signed to the foregoing conveyance and who is known to me, acknowledged before the United Man whose name is signed to the foregoing conveyance and who is known to me, acknowledged before the United Man whose name is signed to the conveyance and who is known to me, acknowledged before	GUNTY OF DEFERSON  The undersigned a Notary Public, in and for said County and State thereby certify that SCOTT RASZEJA, a Married Man whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me out that being informed of the contents of the conveyance signed his hame. You may be a supposed to the day that the day the da	TOLETA ME AND TO HOLD IN AND A MERISTOANE OR THE AND AMERISTOANE OR THE SAN	othe said GRANTEE, her helps and assigns  said GRANTOR (GRANTOR'S) here successors, executors and administrators, and with GRANTEE'S here and assigns that GRANTOR is specified in fee
SUATE OF ALABAMA  SOUNTY OF JEFFERSON  Life in the superson Gould year of the superson of the	STATE OF ALABAMA  STATE OF ALA	gerein abere ser terthy and that and defind the same to said GR person	GRANTOR will, and GRANTOR Spicits, executors and administrators shall, warrant LANTEE, and GRANTEES heirs and assigns, forever against the lawful claims of all.
If the fundersigned, a Notary Public, in and for said County and State hereby certify that SCOTT RASZEJA, a Married Man whose name is signed to the foregoing conveyance and who is known to me, acknowledged before one on this day that, being informed of the contents of the conveyance signed his name solutionarily and the	If the findersigned, a Notary Public, in and for said County and State hereby certify that SCOTT RASTELA, a Married Man whose name is signed to the foregoing conveyance and who is known to me, acknowledged before use on this day that, being informed of the contents of the conveyance signed his name voluntarily on the day the inner page date.  1.2.1 1.2.2 MATERION They chereby the propagate again, they got a signed his name with the conveyance signed his name with the day the signed page.	Part of the second seco	Jefferson County (Hanapa- ray) in 1971 in the Abits of December 2
	$\operatorname{Hom}_{\mathcal{H}^{0}}(A^{1}\Omega^{2}) \subset \operatorname{Hom}_{\mathcal{H}^{0}}(A^{1}\Omega^{2})$	, the lindersigned, a Notary Pub Manyled Man whose name is sig me on this day that, being inform	gred to the foregoing conveyance and who is known to me acknowledged betarts



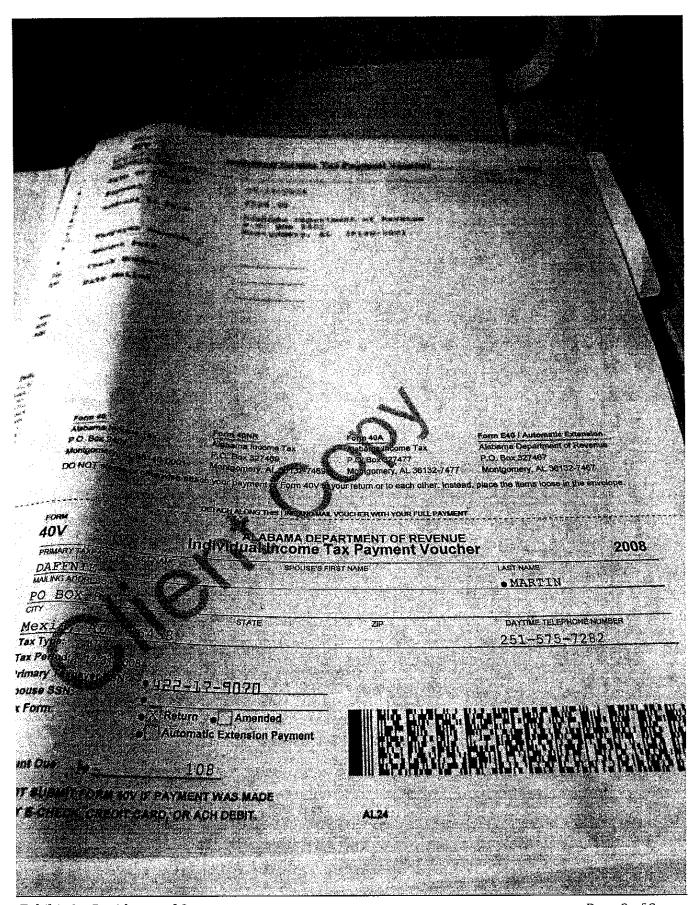


Exhibit 2 - Residency of Owners

# Exhibit 3 - Criminal Background Check

#### Verification

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

Printed Name of Verifying Individual

Title of Verifying Individual

Dwner

Signature of Verifying Individual

**Verification Date** 

- 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). [Use FORM B BACKGROUND CHECK APPLICANT VERIFICATION]
- 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. [Use FORM C: STATE BACKGROUND CHECK (ALEA).] Each completed background check form and fingerprint card will be returned directly to ALEA. Instructions on completing the form, obtaining fingerprints, and returning all required items are included with the form.
- 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. [Use FORM D: NATIONAL BACKGROUND CHECK (FBI).] Each completed background check form and fingerprint card will be returned directly to the FBI. Instructions on completing the form, obtaining fingerprints, and returning all required items are included with the form.
- 3.4 The verification of each individual identified and verified by the Applicant on the Background Check Applicant Verification Form (See 3.1 above) that the individual has requested a state criminal background check from ALEA and a national criminal background check from the FBI. [Use FORM: BACKGROUND CHECK INDIVIDUAL VERIFICATION]

Enclosed are the Applicant's criminal background check documents.

# FORM B: BACKGROUND CHECK APPLICANT VERIFICATION

International Communications	Secure Transportation
Business License Applicant Name	License Type
Provide the name and title of each individu each owner, shareholder, director, board m additional forms if necessary.	ial identified by § 20-2A-55(b), Code of Alabama 1975 (as amended) (i.e., ember, and individual with an economic interest in the Applicant). Attach
NAME	ROLE (select all that apply)
	Owner Shareholder Director Board Member
Daffnie Martin	Individual with Economic Interest in Applicant
Danie (Vota)	Owner Shareholder Director Board Member
	Individual with Economic Interest in Applicant
	Owner Shareholder Director Board Member
	Individual with Economic Interest in Applicant
	Owner Shareholder Director Board Member
	Individual with Economic Interest in Applicant
	Owner Shareholder Director Board Member
	Individual with Economic Interest in Applicant
	Owner Shareholder Director Board Member
	Individual with Economic Interest in Applicant
	Owner Shareholder Director Board Member
	Individual with Economic Interest in Applicant
	Owner Shareholder Director Board Member
	Individual with Economic Interest in Applicant
	Owner Shareholder Director Board Member
	Individual with Economic Interest in Applicant
	Owner Shareholder Director Board Member
	Individual with Economic Interest in Applicant
necessary) are all of the individuals ident	I hereby verifies that the individuals listed hereinabove (and attached, as ified by § 20-2A-55(b), Code of Alabama 1975 (as amended) with respect her verifies that each individual listed hereinabove (and attached, as background check from the Alabama Law Enforcement Agency (ALEA) and in the FBI.
Daffnie Martin	Owner
Printed Name of Verifying Individual	Title of Verifying Individual
Dollard 1 bile	12/2/2022
Signature of Verifying Individual	Verification Date

#### ALABAMA LAW ENFORCEMENT AGENCY

# APPLICATION TO REVIEW ALABAMA CRIMINAL HISTORY RECORD INFORMATION

PERSONAL INFORMATION				- Total	Euc
Full Name (First, Middle, Last, Suffix,	): Daffnie Lashay Martir	า	Sex/Gender:	Male Male	Femal
Aliases/Nickname:					<del></del>
Applicant Current Address: 172	21 Driftwood Lane				
	State: AL	Zip Code: <u>35235</u>	SSN:		
Date of Birth: 09/06/1977	(MM/OD/YYYY) Driver	's License Number: <u>6518</u>	946 Issuing	state: <u>AL</u>	
Race: White Black	Asian Indian C	ther (please specify)			
Home Phone: ( )	Mobile Phone: 205	8423798 w	ork Phone: ()_	·	
WORK INFORMATION					
Employer Name: Southeast Clin	ical Laboratories,llc	Employer P	hone: <u>(</u> 20591)87156		
Contractor Name:		Contractor	Phone: ()_		
State Agency: n/a		Agency Pho	ne: ()		
Work Email Address:					
Job Role/Classification: Phiebot	omist	Supervisor Name: Nicole	Boyd		
made payable to the ALEA AFFIDAVIT FOR RELEASE INF I hereby authorize the Alabama La	w Enforcement Agency to :	ntification Unit). release any and all crimina			2 CHECK
ALABAMA MEDICAL CANNAB	IS COMMISSION (AMCC	<u>)                                    </u>			
Name & Address of Requesting Agence I, the above referenced individual, hereby Agency, the Federal Bureau of Investigati- judicial, or personal reference. I hereby rel- By signing below and submitting this app- acknowledge that I understand that, in a obtain criminal offender record information agency or person without authorization, in- for not more than five years of both § A11 right to challenge or appeal any portion of Applicant Signature	request to release any and all crin on, and any information relating to ease all parties contributing such in plication, I hereby verify that the in ecordance with Section 41-9-601 of your under false pretenses, or who with any be guilty of a felony, and shall to 19-601. Code of Ala. (1975). Furthe	to my post record and character aformation from any charges or li- information listed in my application of the Code of Alabama 1975, the illfully communicates or seeks to be fined not less than \$5,000 nor it trange, as set forth at Title 28, Co	whether It be financial, acader ibility whatsoever because of fi on and in the attached docum on any person who willfully rec communicate criminal offender nore than \$10,000 or imprison de of Federal Regulations (CFF	mic, military, emp furnishing said info mentation is corre quests, obtains or r record informatic ed in the state pen 3), Section 16.34 I	ployment, prmation, ect. I also seeks to on to any nitentiary
T. 00		St	Week.		
Name of Witness Brenda Colem		Name of Witness St	2520 FIFTH STREET N	 VE	<del></del>
Address of Witness 127 Pine Blu City, State and Zip Trussville Al		City, State and Zip 35			
Sworn to and subscribed before		, 20 My Commission Expires	-* , 2:	n	
Notary Signature			Billed: Pald: N	endagan a Marie ( proj 1 c.)	المراد الد
FOR ALEA OFFICIAL USE ONLY: TCN:  Received By (Initials): /Date:  Walk-in/Hand Delivered Mailed	ぬりゅう レーショーク しょか はつかくけ でんたり しじん だりょうじ	/Date:/_/	Check#:  Background Check Qty: Total Contilled Letter Div Total S	): <b>\$</b>	

## ALABAMA LAW ENFORCEMENT AGENCY **APPLICATION TO CHALLENGE**

# Alabama Criminal History Record Information



		Whheliaww		
the ALEA Criminal Re criminal history recor Unit. Please complete ALEA Criminal Re	ecords and Identification Unit that he or she be d information (CHRI) provided by the Alabama Law the steps described below and mail this form and cords and Identification Unit – P.O. Box 1511 – M	Criminal History Record Information (CHRI) maintained by elieves to be inaccurate, To submit a challenge regarding w Enforcement Agency, Criminal Records and Identification diall supporting documentation to: lontgomery, AL 36102-1511—ATTN: Record Challenge. umentation, may cause a delay in processing your request.		
I, Daffnie Lashay Mart Alabama Law Enforc	in, wish to ement Agency Criminal Records and Identificat	challenge my Alabama CHRI provided to me by the ion Unit on $\frac{12}{\sqrt{30}}$		
Records and Ide agree and under accordance with	ntification Unit no later than one year in order t stand that I must submit a new Request to Revie	the documentation required below, to the ALEA Criminal to challenge this information under this request. I further ew or Challenge my criminal history record information in the Information (AJI) Commission should I wish to challenge		
arrest and/or dis and identification	position I am challenging before my challenge ca	TO THIS FORM the following information regarding EACH in be reviewed or processed by the ALEA Criminal Records es of the official documentation from the arresting agency hallenged.		
<ul> <li>I understand that my challenge will be reviewed by an ALEA Criminal Records and Identification Unit official, along with the documentation provided. I also understand that my challenge may also be sent to the originating criminal justice agency with custody over the challenged information for their review, and that this process may take several weeks or longer to complete.</li> </ul>				
the state of the s	FIC charge, date, and Arresting Agency/Court for			
DATE	AGENCY	ARREST CHARGE/DISPOSITION CHALLENGED		
1.	N/A			
2.				
3.				
4.				
5.				
Please also provide the	following details:			
A. The details related to why each specific arrest or disposition listed above is inaccurate:				
B. The information believed to be correct information for each arrest or disposition being challenged:				
	n believed to be correct information for each arr	est or disposition being challenged:		
C. The agency and		est or disposition being challenged: the correct supporting information (if applicable) from is:		

#### Instructions for Law Enforcement Official

Taking the applicant's fingerprints on FBI "Applicant" Fingerprint Card FD-258 (Rev 12-10-07)

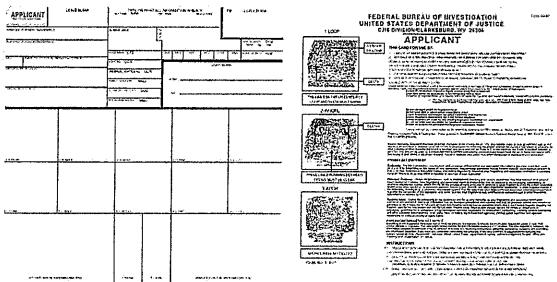


Appendix C

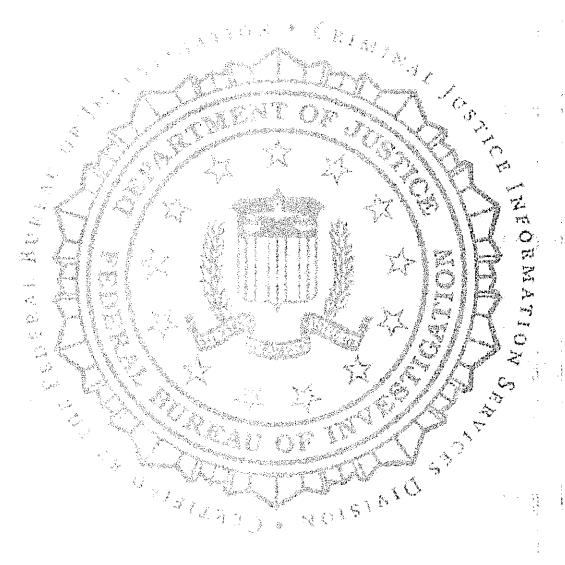
In accordance with Alabama law and the procedures established in Section 265-X-2 of the Alabama Administrative Code, individual citizens may request and may be provided with classifiable sets of their own fingerprints to accompany a request for his/her own Alabama Criminal History Record Information (CHRI) from the Alabama Law Enforcement Agency (ALEA).

One of the requirements for an individual to request their own criminal history record information is that the individual to provide ALEA with a classifiable set of his or her own fingerprints (taken by an authorized law enforcement agency with an FBI-issued ORI) with his or her application to Review or Challenge his or her own Alabama criminal history. This ensures positive identification and insures that the proper criminal record is reviewed and/or challenged.

- 1. The individual you are fingerprinting should provide proper identification to your agency upon request.
- 2. The individual's fingerprints should be taken by law enforcement on an FBI "Applicant" Fingerprint Card (i.e. blue card). Please ensure that your agency's name and ORI, AND your name and telephone number, are included on the completed fingerprint card. A sample of the FBI "Applicant" Fingerprint Card FD-258 (Rev 12-10-07) for your reference purposes is provided below.



- Please return the completed fingerprint card to the applicant, as it is the APPLICANT's responsibility to mail the completed CHRI
  Release Form (SBI Form 46), along with his/her own fingerprint card and the other required documents. See SBI Form 46 Appendix
  B for mailing instructions.
- 4. If you have any questions, please call ALEA at 334-353-4340 or 1-866-740-4762. To request blank FBI APPLICANT cards, your law enforcement agency may contact the FBI Customer Service Group, CIIS Division Biometric Section at (304) 625-5590 or by e-mail at <a href="mailto:identity@ic.fbi.gov">identity@ic.fbi.gov</a>.



DAFFNIE LASHAY MARTIN 1721 DRIFTWOOD LANE BIRMINGHAM, AL 35235

Exhibit 3 - Criminal Record Check - Page 6 of 8





#### U.S. Department of Justice

Federal Bureau of Investigation Criminal Justice Information Services Division Clarksburg, WV 26306

Date: 11-28-2022

DAFFNIE LASHAY MARTIN 1721 DRIFTWOOD LANE BIRMINGHAM, AL 35235

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

DAFFNIE LASHAY MARTIN

Search Completed Result

E2022332000000235116

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED, NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Date of Birth:

09/06/1977

Social Security number:

XXX-XX-9070 <

The result of the above response is only effective for the the submission was originally completed. For more updated information, please submit new fingerprints of the Subject. 

100 In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuantcto 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record, This idns is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.

Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.

> Kimberly J. Del Greco Deputy Assistant Director Information Services Branch Criminal Justice Information Services Division

Exhibit 3 - Criminal Record Check - Page 7 of 8

#### 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.

International Communication LLC	Transporter
Business License Applicant Name	License Type
Daffnie Lashay Martin	
Individual's Name	
Individual's Role (select all that apply): Owner Shareholder	r Director Board Member
<u>Verification</u>	
The undersigned, as identified above, hereby verifies all of the follo	owing:
<ul> <li>That the individual's role(s) in the Applicant's business is one o 20-2A-55(b), Code of Alabama 1975 (as amended).</li> </ul>	r more of the roles identified by §
<ul> <li>That the individual shall, as required by § 20-2A-55(b), Code submit to a state and national criminal background check, to be by the Alabama Law Enforcement Agency.</li> </ul>	
<ul> <li>That the individual has submitted its completed state crimin form (ALEA SBI Form 46), and all other items required therewise</li> </ul>	
<ul> <li>That the individual has submitted its national criminal backg History Summary Request Form), and all other items required</li> </ul>	
<ul> <li>That the individual, on his/her state and national background c and the FBI, as applicable, to release any and all criminal histor the Alabama Medical Cannabis Commission.</li> </ul>	
<ul> <li>That the individual will promptly respond to any request from A Medical Cannabis Commission regarding the processing of th criminal background checks.</li> </ul>	
That the individual has confirmed that his/her name and rol Applicant, on the Background Check Applicant Verification Form	

# 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.

Daffnie Martin

Printed Name of Verifying Individual

Title of Verifying Individual

Signature of Verifying Individual Verification Date

A demonstration of sufficient capital available to the Applicant, as well as the source thereof, and verification of the same by a responsible person designated by the Applicant, the Applicant's contact person, and an independent Certified Public Accountant. (Note: Unless otherwise ordered by the Commission, "sufficient capital" is defined as the total of the Applicant's annual budgets or projected annual budgets during the first three full years after a license is issued to the Applicant.)

The Applicant has access to over **\$190,000** in funding to invest into launching its Secure Transporter business and operating capital, which is a more than adequate amount to ensure the long term success of the Company.

**Funding Source #1:** The Applicant has **\$44,811.38** in its business bank account, as detailed in the following bank statement:

ETMI 6153924-718 INTERMATIONAL COMMUNICATION 17 12/30/ BEG DATE: 12/G1/22 CLOSE DATE: 12/30/27	27 10:39 AM	BA:0010
ENTRY OF PROBE OF TRANSPORCE	AMOUNT	SALANCE
12/01/22 11/30/22 445301505393 CASH APV-DALITAH DR	-21.00	121,55
12/01/22 12/01/22 Descertes	-25.25	95.30
22/02/32 12/02/22 311200340884 AfAIRL INCAR	-56.47	38.83
12/04/22 12/04/22 HETFLIX COM LOS GATOS U	-17.04	21.75
12/05/22 12/05/22 LOVE'S SOLUTIONS	1211.00	1233.59
12/05/22 12/05/22 WAL WAL-MART SD 2710 WAL-SAMS	-21.93	3237.66
12/03/22 12/03/22 LOVE'S SQUUTIONS "	468,50	2080.16
12/07/22 12/07/22 325213000191462 PROGRESSIVE INS	-1596,40	363.76
12/08/22 12/07/22 406260342886 CWIFTED CARRIER REGIS	-17,22	341.54
12/09/22 12/09/22 toye's solutions -	820,25	1161.39
12/09/22 12/09/22 496268814886 ANABAPA POWER COMPANY	-187.81	273.98
12/10/22 12/09/22 395700427370 DF3*CITY OF BIRMTHORA	-103.75	870.23
12/12/22 12/11/22 592542201188941 RHATABURGUR 896	-23.30	246.93
12/13/22 12/12/22 4453G15G5933 CABH APP*BONNIE NO	-50.00	756,93
12/13/22 12/13/22 LOVES TRAVEL STO	+52%. 6%	175.32
12/16/22 12/15/22 235185874999 AL DEPT OF REVENUE	-17,68	157.64
12/16/22 12/16/22 LOVE'S SOLUTIONS -	1094.31	1251.95
12/17/22 12/16/22 445477354992 BIRMINGERM WATCH WORK	-133.25	1119.70
12/19/22 12/16/22 445101505993 CASH APP-OXEASHIA B	-50.00	1069.70
12/19/22 12/19/22 CAPITAL ONE ~ #	-208.05	869,70
12/20/27 12/20/22 LAKEVIES IN SEV - 8	-646.18	20.52
12/20/22 12/20/22 NSF FEE	-30.00	+9 IB
	FAYMENTS	
12/20/22 12/20/22 (MOVE)	400.00	393.52
12/21/22 12/21/22 (SOVE)	100,00	490.52
12/21/32 12/21/22 (MOVE)	20 00	510,52
12/21/22 12/21/22 OUTGOING WIRE	-445.00	65.52
12/21/22 12/21/22 WINE TER 1986?	-20,00	45,52
12/22/22 12/22/22 LOVE'S SOLUTIONS +	718.74	764.25
12/22/22 12/22/22 PIGGLY WIGGLY & 6501 1ST AVENUE HORTH	-29.33	234,93
12/22/22 12/22/22 FOOD GIANT 1410 1675 CENTERPOTHT PARK	-14,84	720.09
12/22/27 12/22/22 SHELL SERVICE STATION BIRMINGHAM A	-30.00	690.03
12/24/22 12/24/22 WM SUPERCENTER WAI-Mart Super Contest	-28.51	€61.58
12/25/22 12/23/22 @4870006616922 ALABAMA ABC 470	-76.30	585.28
12/26/22 12/24/22 84870006616922 ALABAMA ABC 470	-57.23	528.05
12/27/22 12/27/22 SANTANCER + 0020194750 +	-133.ò₽	190.05
12/27/22 12/23/22 LOVES TRAVEL STO -	-136.32	261.73
12/27/22 12/27/22 WAL HAL-MART SU 2752 WAL-SAMS	~70. \$7	241.54
12/28/22 12/27/22 647586501872119 CITY OF BINGHAM	-92,70	1 48 , 86
12/28/22 12/28/22 km SUPERCENTER Wal-Mart Super Center	-12.06	136.80
12/28/22 12/28/22 WINH-DIXIE W05 4701 CHINSON A	17, 42	124.36
12/29/22 12/28/22 445301505953 CASH APP-TONORETTA	-13.00	111.38
12/29/22 12/29/32 (CMDP)	19720.00	19031,38
12/29/22 12/29/22 OUTGOING WIRE	-5099,00	14831.38
12/29/22 13/29/22 WISE PED 19935	-20.00	14611.36
32/30/22 12/30/27 (CMUP)	30000.00	44911.38
*END OF LIST*		

America's First Federal Credit Union

2/29/22

#### Funding Source #2:

The Applicant has an Agreement to secure \$150,000 in funding from Carters Enterprises Inc. Below is the Agreement, Certified Public Accountant verification, and proof of available funding.

#### **CARTERS ENTERPRISES INC**

2520 16th Street North Dirmingham At 35204

To Whom It May Concern

March 23'1 2023

Carters Enterprises Inc located at 2520 16th Street North Birmingham At 35204 has agreed to invest \$150,000.00 to International Communication LLC D.B.A CED Transportation upon approval from the State of Alabams for Medical Cannabis Transportation, investment funds will be disbursed as followed \$50,000.00 within 72 hours of approval \$100,000.00 within 45 days from first disbursement. Payments will be made to the investor with 30% interest and paid in full by April 13, 2025, in witness where of the members have duly affirmed their signatures under hand and seaf on this March 23, 2023

CFO Carters Enterprises Inc

Notary Seal

Mr. Cordell Carter 205 470-1636

Ms. Crystal Lumax

CPA For Carters Enterprises Inc

Mrs. Angela Wright 205 370-6096

Business Checking

🖂 For \$4-bour account information, a green or

For the Period 02/01/2023 to 02/21/2023 Carters Enterprises inc.

Carters Enterprises Inc. Primary Account Nombor: 12-4264-2043

Business Checking Account Number: 12-4264-2043 - continued

ePayments, Integrated Payables, Integrated Receivables, Invoice Automation, PINACLE, PayerExpress, Print Mail. Purchase Card, Reof Time Payments, Remote Deposit, Wire Transfer services.

We would be happy to review with you the changes that are applicable to your account and to discuss other services or options that may address the evolving needs of your business. Current Treasury Management charges are listed on your monthly statement, if applicable.

If you are interested in a review, please contact Treasury Management Client Care (TMCC) at 1-800-669-1518.

**Business Checking Summary** 

Account number: 12-4264-2043

Overdraft Protection has not bean established for this account. Please contact us if you would ake to set up this service.

Balance Summary

Besinoing Paramete PO,DOB,ECE Deputies and other additions and seek to Checks and other deductions 5,759,16

Enting balance 345,002.52

Average ledger basence basence basence basence basence basence

### Applicant's projected annual budgets during the first three full years after a license is issued to the Applicant.

#### Start-up Funding

The following tables detail the Applicant's start-up budget to launch operations. The start-up budget includes all the expenditures incurred in the "start-up period," which is the development stage before the Applicant starts earning revenue. "Start-up assets" include start-up costs that are not "expensed" and include short and long term assets. The "working capital" element of the asset table represents the balance of cash at the beginning of Month 1 of the financial projections, which is August 1<sup>st</sup>, 2023. Total funds received and requested, equal the sum of start-up expenses and assets.

#### **Use of Start-up Funding**

Syptemices	
Licensing Fees	\$32,500
Legal & Professional Fees	\$10,000
Website Development	\$2,500
Total Start-up Expenses	\$45,000
Tontatam (Nexa)	1
Delivery Vehicle & Upfitting	\$32,000
Total Long-Term Assets	\$32,000
ShoreTransassas	
Working Capital	\$113,000
Total Short-Term Assets	\$113,000
inelikoposa 2246	ar i
Total Start-up Expenses	\$45,000
Total Start-up Assets	\$145,000
Total Funding Requirements	\$190,000

#### **Total Start-up Funding**

Total Amount Already Secured	\$190,000
Total Funds Already Received	\$0
Total Funding	\$190,000
Standing Funding Already Sec	ग्रामस्याः
Investor Loan Amount	\$150,000
Line-of-Credit (LOC) Requested	\$0
Owner Contribution	\$40,000
Total Amount Already Secured	\$190,000
នាមានប្រាល់ទៅនាកាមកែនៅប៉ាបែ	ijes –
Loss at Start-up (Start-up Expenses)	(\$45,000)
Total Funds Received & Requested	\$190,000
Cash Balance on Starting Date	\$113,000

#### Allocation of Funds

As shown in the charts above, the total start-up funding needed to successfully implement this venture is \$190K. The Applicant will be contributing this amount from business and investor funds. As depicted, \$45K will be used for start-up expenses, \$32K for the purchase of long-term assets, and the remaining balance of \$113K will be used for working capital.

#### Pro Forma Profit and Loss Report

The following table details the Applicant's projected annual budgets during the first three full years after its license is issued.

#### Pro Forma Profit and Loss Report

				10 0 12 12 13 10 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
Revenue	\$218,750	\$538,125	\$1,103,156	\$1,696,103
Total Cost of Revenue	\$21,875	\$53,813	\$110,316	\$169,610
Gross Margin	\$196,875	\$484,313	\$992,841	\$1,526,492
Gross Margin/Revenue	90.00%	90.00%	90.00%	90.00%
Expenses				•
Rent & Utilities	\$5,000	\$12,000	\$12,300	\$12,608
Insurance & Professional Services	\$7,500	\$18,000	\$34,200	\$49,590
Annual License Fee	\$0	\$30,000	\$30,000	\$30,000
Building Utilities & Maintenance	\$1,250	\$3,000	\$3,075	\$3,152
Vehicle Maintenance	\$1,500	\$3,600	\$7,200	\$10,800
Marketing & Advertising	\$7,500	\$18,000	\$34,200	\$49,590
Software Subscriptions	\$1,250	\$3,000	\$5,700	\$8,265
Startup Cost	\$45,000	\$0	\$0	\$0
Miscellaneous Expenses	\$1,250	\$3,000	\$5,700	\$8,265
Depreciation	\$1,333	\$3,200	\$9,842	\$13,288
Payroll Taxes & Benefits	\$6,969	\$21,687	\$34,166	\$52,107
Total Personnel	\$62,500	\$194,500	\$306,425	\$467,326
Total Operating Expenses	\$141,052	\$309,987	\$482,808	\$704,991
Profit Before Interest and Taxes	\$55,823	\$174,326	\$510,032	\$821,502
EBITDA	\$57,156	\$177,526	\$519,874	\$834,790
Interest Expense	\$32,969	\$5,140	\$0	\$0
Taxes Incurred	\$8,685	\$64,290	\$193,812	\$312,171
Net Profit	\$14,170	\$104,895	\$316,220	\$509,331
Net Profit/Revenue	6.48%	19.49%	28.67%	30.03%

Income Statement Assumptions: (1) Depreciation is based on 10 years; (2) Total payroll taxes and benefits are 28.65%; (3) Federal income taxes are based on 280E; (4) State income taxes are based on 6.5%; (5) Investor Loan will be repaid over 1.5 years at an interest rate of 30%; (6) Revenue and costs are based on averages; (7) Cost of revenue represents fuel expenses; (8) Fleet will increase from 1 vehicle in 2022 to 4 vehicles in 2026.

#### Pro Forma Cash Flow Statement

The following depiction of the Applicant's projected cash flow details the long-term financial feasibility of its financial plan. As shown below, the Applicant expects to maintain sufficient cash balances over the first three full years of operation.

Pro Forma Statement of Cash Flow

			21725	2(1)-44
Cash Received	ment out of the state of the State Sta	History of the state of the sta	and a final section of providers to explain the section of a section of a section of a section of a section of	er dissistance de la commente extransportation del
Revenue	\$218,750	\$538,125	\$1,103,156	\$1,696,103
Proceeds from Line-of- Credit	\$0	\$0	\$0	\$0
Proceeds from Vehicle Loan	\$150,000	\$0	\$0	\$0
Owner Contribution	\$0	\$0	\$0	\$0
Proceeds from Long-term Assets	\$0	\$0	\$0	\$0
Proceeds from Investor	\$40,000	\$0	\$0	\$0
Subtotal Cash Received	\$408,750	\$538,125	\$1,103,156	\$1,696,103
Expenditures Expenditures from				an a
Operations		#404 F00	#005 4DF	#46F 00 6
Total Personnel	\$62,500	\$194,500	\$306,425	\$467,326
Bill Payments	\$83,359	\$228,360	\$450,253	\$686,157
Subtotal Spent on Operations	\$145,859	\$422,860	\$756,678	\$1,153,483
Additional Cash Spent				
Investor Repayment	\$0	<b>\$0</b>	\$0	\$0
Start-up Costs	\$45,000	\$0	\$0	\$0
Principal Loan Repayment	\$92,437	\$57,563	(\$0)	(\$0)
Purchase Inventory	\$0	\$0	\$0	\$0
Purchase Long-term Assets	\$32,000	\$32,800	\$33,620	\$34,461
Dividends Paid	\$0	\$0	\$0	\$0
Subtotal Cash Spent	\$315,296	\$513,223	\$790,298	\$1,187,944
Net Cash Flow	\$93,454	\$24,902	\$312,859	\$508,159
Cash Balance	\$93,454	\$118,356	\$431,214	\$939,373

# SECURE TRANSPORTER LICENSE

Fxhibit 5 - Financial Statements

DAFFINE LASTRY MONTIN

Printed Name of Verifying Official

Printed Name of Verifying Official

Signature of Verifying Official

Owner

Title of Verifying Official

12 28 27

Verification Date

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

#### Pro Forma Balance Sheet

	411/24	2.17.77		4125
Assets	With the second	Assemble over Medicity rates is indicated a constituent or medicine.		Moderate Management of the second of the sec
<b>Current Assets</b>				a contract and a
Cash	\$66,236	\$85,507	\$265,547	\$574,525
Inventory	\$0	\$0	\$0	\$0
Other Current Assets	\$0	\$0	\$0	\$0
Total Current Assets	\$66,236	\$85,507	\$265,547	\$574,525
Long-term Assets				
Long-term Assets	\$32,000	\$64,800	\$98,420	\$132,881
Accumulated Depreciation	\$1,333	\$4,533	\$14,375	\$27,663
Total Long-term Assets	\$30,667	\$60,267	\$84,045	\$105,217
Other Assets		en e <u></u> e e e	4-	40
Other Assets	\$0	\$0	\$0	\$0
Total Assets	\$96,903	\$145,774	\$349,592	\$679,742
Liabilities and Capital				and the second s
Current Liabilities			¢24.700	\$47,318
Accounts Payable	\$9,766	\$15,783	\$31,788	\$0
Current Borrowing	\$0	\$0	\$0 \$0	\$0 \$0
Other Current Liabilities	\$0	\$0	ąυ	ΨU
Subtotal Current Liabilities	\$9,766	\$15,783	\$31,788	\$47,318
Long-term Liabilities	\$28,446	\$24,598	\$20,430	\$15,916
Total Liabilities	\$38,213	\$40,381	\$52,218	\$63,235
Paid-in Capital	\$50,000	\$50,000	\$50,000	\$50,000
Retained Earnings	\$0	\$8,690	\$55,393	\$247,374
Earnings	\$8,690	\$46,702	\$191,981	\$319,134
Total Capital	\$58,690	\$105,393	\$297,374	\$616,507
Total Liabilities and Capital	\$96,903	\$145,774	\$349,592	\$679,742
Net Worth	\$58,690	\$105,393	\$297,374	\$616,507

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

#### **Pro Forma Profit and Loss Report**

	2.17/42	2,1975	4023	7125	
Revenue	\$175,000	\$430,500	\$882,525	\$1,356,882	
Total Cost of Revenue	\$17,500	\$43,050	\$88,253	\$135,688	
Gross Margin	\$157,500	\$387,450	\$794,273	\$1,221,194	
Gross Margin/Revenue	90.00%	90.00%	90.00%	90.00%	
Expenses	<b>AF 000</b>	<b>*</b> 49.000	ተ4 2 200	¢12.600	
Rent & Utilities	\$5,000	\$12,000	\$12,300	\$12,608	
Insurance & Professional Services	\$7,500	\$18,000	\$34,200	\$49,590	
Annual License Fee	\$0	\$30,000	\$30,000	\$30,000	
Building Utilities & Maintenance	\$1,250	\$3,000	\$3,075	\$3,152	
Vehicle Maintenance	\$1,500	\$3,600	\$7,200	\$10,800	
Marketing & Advertising	\$7,500	\$18,000	\$34,200	\$49,590	
Software Subscriptions	\$1,250	\$3,000	\$5,700	\$8,265	
Startup Cost	\$45,000	\$0	\$0	\$0	
Miscellaneous Expenses	\$1,250	\$3,000	\$5,700	\$8,265	
Depreciation	\$1,333	\$3,200	\$9,842	\$13,288	
Payroll Taxes & Benefits	\$6,969	\$21,687	\$34,166	\$52,107	
Total Personnel	\$62,500	\$194,500	\$306,425	\$467,326	
Total Operating Expenses	\$141,052	\$309,987	\$482,808	\$704,991	
Profit Before Interest and Taxes	\$16,448	\$77,463	\$311,464	\$516,203	
EBITDA	\$17,781	\$80,663	\$321,306	\$529,491	
Interest Expense	\$2,432	\$2,137	\$1,817	\$1,471	
Taxes Incurred	\$5,326	\$28,624	\$117,666	\$195,598	
				****	
Net Profit	\$8,690	\$46,702	\$191,981	\$319,134	
Net Profit/Revenue	4.97%	10.85%	21.75%	23.52%	
Income Statement Assumptions: (1) Depreciation is based on 10 years; (2) Total					
payroll taxes and benefits are 28.65%; (3) Federal income taxes are based on 280E;					

Income Statement Assumptions: (1) Depreciation is based on 10 years; (2) Total payroll taxes and benefits are 28.65%; (3) Federal income taxes are based on 280E; (4) State income taxes are based on 6.5%; (5) Operations will commence on August 1st, 2022.

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

#### **Pro Forma Statement of Cash Flow**

	9.719.92	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	2/17/22	2/11/2/25
Cash Received	BRIEGAN ANGEL COMPANIES EL BANDA PINCOLO INVESTO LA CO-	THE CONTRACT OF THE CONTRACT O		
Revenue	\$175,000	\$430,500	\$882,525	\$1,356,882
Proceeds from Line-of- Credit	\$0	\$0	\$0	\$0
Proceeds from Vehicle Loan Owner Contribution	\$32,000 \$50,000	\$0 \$0	\$0 \$0	\$0 \$0
Proceeds from Long-term Assets	\$0	\$0	\$0	\$0
Proceeds from Investor	\$0	\$0	\$0	\$0
Subtotal Cash Received	\$257,000	\$430,500	\$882,525	\$1,356,882
Expenditures				
Expenditures from				
Operations				e de la company de la comp
Total Personnel	\$62,500	\$194,500	\$306,425	\$467,326
Bill Payments	\$47,710	\$180,080	\$358,272	\$541,604
Subtotal Spent on Operations	\$110,210	\$374,580	\$664,697	\$1,008,930
Additional Cash Spent				
Investor Repayment	\$0	\$0	\$0	\$0
Start-up Costs	\$45,000	\$0	\$0	\$0
Principal Loan Repayment	\$3,554	\$3,848	\$4,168	\$4,514
Purchase Inventory	\$0	\$0	\$0	\$0
Purchase Long-term Assets	\$32,000	\$32,800	\$33,620	\$34,461
Dividends Paid	\$0	\$0	\$0	\$0
Subtotal Cash Spent	\$190,764	\$411,229	\$702,485	\$1,047,904
Net Cash Flow	\$66,236	\$19,271	\$180,040	\$308,978
Cash Balance	\$66,236	\$85,507	\$265,547	\$574,525

# SECURE TRANSPORTER LICENSE

Exhibit 6 - Tax Plan

Draffnie Lashay Martin

Printed Name of Verifying Official

Signature of Verifying Official

Tista - CV - wife in a Offici

Title of Verifying Official

Verification Date

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

The Applicant will ensure full compliance with all applicable tax laws, including but not limited to, providing all necessary information and documentation required for purposes of the taxes levied by Chapter 2A of Title 20, Code of Alabama 1975 (as amended) and payment of the same.

The Applicant will maintain accurate records of all transactions and activities and will ensure that all taxes due are paid on time. The Applicant will ensure that all necessary information and documents are provided to the appropriate taxing authorities in order to facilitate the assessment and collection of the taxes due. The Applicant will provide the appropriate notice to any affected parties prior to making any changes in its Tax Plan and will ensure that all changes are made in compliance with all applicable tax laws and regulations. The Applicant will also ensure that any tax refunds or credits due to the Company are properly claimed.

<u>Section 20-2A-80</u> Tax on retail sales of medical cannabis; annual medical cannabis privilege tax.

The Applicant understands and will ensure strict compliance with the following:

(a) As of January 1, 2022, there is levied, in addition to all other taxes of every kind now imposed by law, and will be collected and remitted in accordance with Article 1, commencing with Section 40-23-1, of Chapter 23 of Title 40, a tax on the gross proceeds of the sales of medical cannabis when sold at retail in this state at the rate of nine percent of the gross proceeds of the sales.

(b) (1) As of January 1, 2022, there is levied an annual privilege tax on every person doing business under this chapter in Alabama. The tax will accrue as of January 1 of every taxable year, or in the case of a taxpayer licensed under this chapter, during the year, or doing

DLM

business in this state for the first time, as of the date the taxpayer is licensed to do business under this chapter. The tax will be levied upon the taxpayer's net worth in Alabama for the taxable year. For purposes of this subdivision, a taxpayer's net worth in Alabama will be determined by apportioning the taxpayer's net worth computed under Section 40-14A-23, in the same manner as prescribed for apportioning income during the determination period for purposes of the income tax levied by Chapter 18 of Title 40, or the manner in which the income would be apportioned if the taxpayer were subject to the income tax.

- (2) The amount of tax due will be computed in the same manner and at the same rate of tax as prescribed in Section 40-14A-22, for purposes of determining the annual privilege tax levied by Chapter 14A of Title 40.
- (3) The annual return required by this subsection will be due no later than the corresponding federal income tax return, as required to be filed under federal law. In the case of a taxpayer's initial return, the annual return will be due no later than two and one-half months after the taxpayer is licensed to do business, or commences business, in Alabama.
- (4) The Department of Revenue may grant a reasonable extension of time for filing returns under rules adopted by the Department of Revenue. No extension will be for more than six months.
- (5) The annual medical cannabis privilege tax will be reported on forms and in the manner as prescribed by rule by the Department of Revenue. The failure to receive a form from the Department of Revenue will not relieve a taxpayer from liability for any tax, penalty, or interest otherwise due. The tax due, as reported, will constitute an admitted liability for that amount. The Department of Revenue may compute and assess additional tax, penalty, and interest against a taxpayer as provided in this chapter.
- (c) The Department of Revenue will adopt rules to implement this section. BioTrack's Seed to Sale Inventory Management Software will be used for financial and other record-keeping procedures. The Software will be integrated with the Company's point-of-

sale hardware, which will allow the Applicant to keep track of every order, current inventory, customers, employees, and profits gained. This will allow management to maintain accurate records and run detailed reports on vital information needed for sales reporting, regulatory compliance, and taxes. Integrated barcode scanners, customer identification sliders, and cash drawers will be used to ensure that recordkeeping and regulatory compliance are handled seamlessly and efficiently. In addition, a Certified Public Accountant (CPA) will be hired to assist with tax reporting and financial management.

The Applicant will maintain all records required by the State of Alabama and Internal Revenue Service, including but not limited to:

- 1. Financial records, such as bank statements, sales invoices, receipts, tax records, and any other records required by the State of Alabama Department of Revenue;
- 2. Personnel records, including each employee's full name, social security or individual taxpayer identification number, date employment began and date of termination of employment if applicable;
- 3. Contracts with other licensees regarding commercial cannabis activity;
- 4. Permits, licenses, and other local authorizations to conduct commercial cannabis activity;
- 5. Security Records;
- 6. Records relating to the composting or destruction of cannabis goods; and
- 7. Documentation for the date of the information entered in the track and trace system.

These records will be kept in both electronic and hard copy format, along with records of all revenues, expenses, assets, and liabilities of the business. On no less than an annual basis, the Applicant will file a sworn statement indicating all gross sales for each month and all applicable taxes due or payable to the City, State, and Federal government. Along with these statements, the Applicant will include a financial audit of its business operations, conducted by an independent CPA.

#### APPLICANT'S PLAN TO COMPLY WITH AND MITIGATE THE EFFECTS OF 26 U.S.C.S. 280E ON CANNABIS BUSINESSES

Optimizing 280E deductions for cannabis businesses is the key to lowering tax exposure and boosting profitability. Above all, IRS Code 280E was intended to prevent "drug traffickers" from claiming tax deductions for business expenses. With cannabis still illegal from a federal perspective, legally operating cannabis businesses cannot make many of the standard deductions mainstream businesses enjoy. As a result, cannabis companies face much higher federal tax rates than other industries, as much as 40-80% more in taxes, while the corporate tax for traditional industries is 21%. With taxes set to rise, it is more important than ever that cannabis businesses understand what they can and cannot deduct to lower their 280E exposure. Cannabis companies that cannot quickly adjust and that do not frequently reevaluate their Section 280E positions risk serious consequences that could hamper their cash flow and long-term growth. As a result, the Company will look to the following best practices to mitigate risks on Section 280E tax compliance, monitor potential changes in tax policy, and establish accounting foundations for long-term growth.

- 1. Stay Current on Allowable Deductions
- 2. Legal Entity Structure
- 3. Maintain Thorough Documentation and Recordkeeping

#### Cybersecurity

Since even small businesses can be vulnerable to cyberattacks, the Applicant will take all necessary steps to protect the information of its tax-related files. Computer programs will be monitored, and a secure operating system will be installed by a certified computer technician. The Applicant will limit the use of passwords to registered, authorized agents. Access to the security equipment and computers will be password protected. Management will be required to safeguard this password by keeping it confidential and not writing it down in an area that could be accessed by others. The use of company-provided electronic communication tools by facility agents will be exclusively related to company business.

Facility agents may not access the Internet or use the facility computers or e-mail accounts for non-business use at any time.

The Applicant's information and cyber security program will engage a wide range of strategies and tools including:

- Security packages verifying user sign-on to computers, log recordings, and password verifications, which change every 90 days
- Anti-virus and anti-malware software to detect and prevent cyber-attacks, intrusions, and theft of digital records.
- Strengthen domain and network security, establish strong password policies, create a regular patching routine, and segment networks
- Conduct annual third-party vulnerability hacking tests to check for weaknesses in the system
- Online security software conducting periodic scans, virus checks, elimination of malware, Trojan horses, and attempts at hacking into the system
- Automatic backup of all files into a secured section of the cloud
- Documented policies on information security and IT-related issues such as password protocols
- Facility agent training, awareness initiatives, and risk-generated alerts on timesensitive threats
- Annually renewed facility agent acknowledgments on the use of the electronic systems within the facility

#### **Accounting Contractor**

The Applicant will contract with a Certified Public Accountant (CPA) that specializes in Alabama's cannabis industry to ensure strict compliance with all tax requirements related to its cannabis transporter business and to mitigate the effects of 26 U.S.C. S. 280e.

Exhibit 6 – Tax Plan

# 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

Signature of Verifying Individual

Title of Verifying Individual

**Verification Date** 

## <u>Certified copies of the Applicant's business formation documents, or an explanation as to why such documents are not available for production by the Applicant.</u>

Enclosed are the Applicant's business formation documents.

John H. Merrill Secretary of State P. O. Box 5616 Montgomery, AL 36103-5616

## STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Articles of Formation filed on behalf of International Communication L.L.C., as received and filed in the Office of the Secretary of State on 11/16/2009.



20210913000009932

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.

09/13/2021

Date

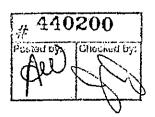
J. W. Merill

John H. Merrill

Secretary of State

SECRETARY OF STAT





#### ARTICLES OF ORGANIZATION OF

#### INTERNATIONAL COMMUNICATION L.L.C

Pursuant to the Provisions of Sections 10-12-1, et seq. of the Code of Alabama (1975), the undersigned hereby adopt the following Limited Liability Company Articles of Organization.

#### ARTICLE I

#### Name

The name of the limited liability company is International Communication L.L.C

#### ARTICLE II

#### Duration

The period of duration for the limited liability company is perpetual beginning on the date these Articles of Organization are filed by the Probate Judge of Jefferson County, Alabama.

#### ARTICLE III

Purposes

The company has been organized for the purposes selling communication equipment and accessories or any lawful business and for all other purposes allowed by the Alabama Limited Liability Company Act.

#### **ARTICLE IV**

#### Registered Office; Registered Agent

The location and the street address of the initial registered office of the Company shall be 393 Sunbrook Avenue Birmingham, Alabama 35215. The name of the company's initial registered agent at the address is: Daffine Martin.

#### ARTICLE V

#### **Initial Members**

The names and mailing addresses of the initial members of the Company are the following: Daffine Martin 393 Sunbrook Avenue Birmingham, Alabama 35215

#### **ARTICLE VI**

#### Admission of Additional Members

The Company may permit the admission of additional members at any time upon the unanimous written consent of all members.

#### ARTICLE VII

#### Continuation of Business

The Company may be reconstituted and the business of the Company may be continue following an event of dissociation which terminates the membership of a member of the Company if (i) there are at least two remaining members or at least one remaining member and a new member is admitted, and (i) the business of the Company is continued by the written consent of all remaining members within 90 days after the occurrence of the event of dissociation.

IN WITNESS WHEREOF, these Articles have been subscribed as of the day of number, 2009, by the undersigned members, who affirm that statements made herein are true and correct according to his best knowledge, information, and belief.

Daffine Martin

20391116001329030 3/3 Bk: LR200964 Pg:7930 Jefferson County, Alabama 11/16/2009 01:59:53 PM INC For = \$51.00

Total of Fees and Taxes-\$51,00 KWBESS

# Exhibit 8 – Business License & Authorization of Local Authorities

#### Verification

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

Printed Name of Verifying Individual

Title of Verifying Individual

Owner-

Signature of Verifying Individual

**Verification Date** 

- 8.1 As applicable, certified copies of the Applicant's business license.
- 8.2 As applicable, resolution(s) or ordinance(s) by local jurisdiction(s) (County or Municipality, as appropriate) approving the Applicant's business presence in each applicable local jurisdiction.

Enclosed are the Applicant's business license and authorization documents.

#### CITY OF BIRMINGHAM

Department Of Planning, Engineering & Permits 710 North 20th Street City Hall|Room 210 Birmingham, Alabama 35203



RANDALL L. WOODFIN MAYOR KATRINA THOMAS DIRECTOR

9 December 2022

International Communication LLC DBA C&D Transportation 1721 Driftwood Lane Birmingham, AL 35235

RE: 500 Gene Reed Rd Birmingham, AL 35215

PID# 011300364002015000

ZCL#2022-00175

To Whom It May Concern:

The property located at 500 Gene Reed Road Birmingham, AL 35215 is zoned CC-2, Contingency General Commercial District. Properties to the south and east are also zoned CC-2. Properties to the north and west are zoned D-2 (Single Family District). The property is located in the Roebuck Neighborhood and Council District 2. According to the City of Birmingham's Geographic Information System (GIS), the property is not located in a regulated floodplain and is adjacent to the Parkway East Commercial Revitalization District.

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

- The applicant submits a statement from the Alabama Medical Cannabis Commission, AMCC, that the
  proposed facility meets requirements for operation and that all applicable and/or appropriate license or
  licenses have been obtained. If no license or licenses are needed or required for operation from the above
  listed agency, a letter stating that fact from this agency must be provided.
- 2. Medical Cannabis Secure Transporters authorized pursuant to Ala. Code, 1975, § 20-2A-65, as now or hereafter amended, shall operate with the provisions of Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and shall comply with all Rules and Regulations of the Alabama Medical Cannabis

The City of Birmingham's Zoning Ordinance is available online at www.birminghamal.gov

Commission, AMCC. Except as specifically provided in this Section, Medical Cannabis Secure Transporters shall be governed by the Medical Cannabis Act and the AMCC Rules,

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

Sincerely,

Kimberly D. Speorl

# SECURE TRANSPORTER LICENSE

Exhibit 9 - Business Plan

Daffnie Lashay Madin

Printed Name of Verifying Official

Dwner

Title of Verifying Official

U Signature of Verifying Official

Verification Date

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

Upon license approval, the Applicant (also referred to as "the Company") will store and transport cannabis and medical cannabis for a fee upon request of a licensee in the state of Alabama. The Company is currently operational as a non-cannabis transporter business. Below is the Applicant's plan for adherence to corporate conventions as a licensed cannabis transportation company.

#### **Employment Practices**

The Applicant's commitment to ensuring all our employees understand the rules and laws to be followed and have knowledge of the safety measures and operating procedures of the Company, begins with the employee recruitment process and hiring strategy. The Applicant will hire the most qualified persons who apply for employment and strive to hire all staff from within the local community, followed by the State of Alabama. The interview process will include the vetting of potential employees. This vetting will be rigorous and will follow industry standards, such as reference and background checks to ensure that only the most qualified and morally upstanding candidates are selected for employment. Recruiting the most qualified employees will contribute to the efficiency and effectiveness of the Applicant's employee safety training objectives.

<u>Hiring Strategy</u>: The Applicant will use three approaches to finding and hiring exceptional employees:

- 1) The Applicant will utilize experienced human resource specialists, who will directly recruit outstanding personnel in each area of expertise.
- 2) The Applicant will use third-party agencies and reputable websites that specialize in the Alabama Cannabis industry.
- 3) As operations grow and develop, the Applicant will increasingly hire from within the organization through promotions and seek referrals from staff. The Applicant will also utilize its local network of professionals, tradesmen, and business partners to recommend and refer potential employees.

DW

All employees will be vetted through a thorough screening process, wherein the Applicant will confirm credentials, investigate character and potential criminal history, and verify former employment. An internal criminal background check will be required for evaluation of risky behavior that might be detrimental to the workplace environment or otherwise deems the prospect prohibited from employment by Alabama law. Any employees deemed to have a propensity to break the law will not be considered, which will reduce the risk of theft, criminal activity, and safety hazards by employees.

SAFETY TRAINING: The Applicant's Training Program will place the utmost importance on the safety of its qualified patients, primary caregivers, and Transporter staff. Employees will be trained in the Company's facility and vehicle safety features, fire prevention plan, emergency procedure action plans, worksite hazards, and threats, and alarms, which will be clearly marked and made known to all employees. Workplace safety will be the responsibility of all employees. The vehicle and facility safety features, such as the locations of fire extinguishers and alarms, are first on the list when it comes to training a new hire.

#### **RULES, LAWS & OPERATING PROCEDURES**

Within the Training Program, employees will be educated on all standard operating procedures and security measures developed by the Applicant and all industry-related laws and regulations issued by the Commission, Alabama State Police, and the local municipality in which the Applicant operates. Employees will also learn job-specific knowledge related to their roles and responsibilities. Key components of employee training on the rules, laws, security and safety measures and operating procedures include the following:

- (1) Health and safety hazards;
- (2) Security procedures, including theft prevention;
- (3) Record-keeping requirements;
- (4) Training requirements (for management/training personnel);
- (5) Product transportation procedures;
- (6) Agent Identification Card requirements;

- (7) Customer service procedures;
- (8) Hazard analysis;
- (9) Vehicle cleaning and maintenance requirements;
- (10) Inventory management requirements;
- (11) Opening and closing the facility;
- (12) Risk management;
- (13) Packaging and labeling requirements;
- (14) Product and cash storage requirements;
- (15) Human resource management laws and employee rights;
- (16) Community development initiatives;
- (17) Environment-related initiatives; and
- (18) Emergency procedures, including shutdown.

#### **DIVERSITY & CULTURAL AWARENESS**

Within the Training Program, a focus will be placed on training employees on diversity and cultural awareness. The Applicant will inform all employees that any form of workplace discrimination will not be tolerated. This includes discrimination that is based on age, race, color, national origin, ancestry, religion, physical or mental disabilities, medical conditions, genetic information, marital status, sex, pregnancy, gender, gender identity, gender expression, sexual orientation, military or veteran status, and criminal conviction history. This includes discrimination towards co-workers, customers, vendors, and all third-party stakeholders. Any employee deemed to violate requirements related to diversity and cultural awareness will be investigated and potentially fired or disciplined appropriately, depending on the circumstances.

#### SEXUAL HARASSMENT

Within the Training Program, a focus will be placed on training employees on sexual harassment. This includes educating all employees on what sexual harassment is and informing them that it will not be tolerated in any form. This includes sexual harassment

towards co-workers, customers, vendors, and third parties. Employees will be taught the following about sexual harassment:

Sexual harassment is a form of sex discrimination based on sexually explicit behavior. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- (1) Submission to such conduct is made a term or condition of an individual's employment ("If you want to continue working here...");
- (2) Submission to or rejection of such conduct by an individual is used as the basis of employment decisions affecting that individual ("If you want that promotion..."); and
- (3) Such conduct creates an intimidating, hostile or offensive working environment.

  This is where sexual misconduct is so pervasive or severe that it creates an abusive working environment.

Another type of sexual harassment is called gender-based harassment, which does not involve explicit sexual behavior. This type of harassment includes slurs, epithets, and negative stereotyping of men or women, directed at an employee. Gender-based harassment includes denigrating or hostile written material about men or women, posted or circulated in the workplace. Harassment due to gender is comparable to harassment due to race. If it is severe or pervasive enough to create an abusive working environment, then it violates the law in the State of Alabama.

Any employee deemed to violate the Company's requirements related to sexual harassment will be investigated and potentially fired and reported to the appropriate law enforcement authorities.

#### WORKPLACE VIOLENCE

Within the Training Program, a focus will be placed on training employees on workplace violence. This includes educating employees on what constitutes workplace violence and informing them that the Applicant will not tolerate any form of it.

The following procedures will be in place to minimize the risk of workplace violence:

- (1) A clearly written policy will be developed that prohibits intimidation and harassment in the workplace. The policy will include zero tolerance for weapons, except for security officers;
- (2) Employees will be taught to report incidents of violence, harassment, intimidation, and threatened violence to superiors, company security, and police, if necessary;
- (3) Employees will be trained to recognize and report warning signs or "red flags" in the behavior or circumstances of coworkers that may lead to workplace violence;
- (4) Employee hiring procedures will include a thorough background check, including criminal history, character references, and previous employment, of prospective employees;
- (5) Counseling and employee assistance programs will be developed and all employees will be made aware of such resources;
- (6) Management will create a work culture that includes benevolent, rather than authoritarian, management, predictable supervision, value for the dignity of the employee, and reasonable work demands and requirements;
- (7) Emergency response procedures will be developed and routinely practiced in cooperation with local law enforcement and our security department;
- (8) Workplace stress will be minimized by minimizing labor/management disputes, understaffing, unsafe conditions, and excessive demands for output; and
- (9) When threats or implied threats are reported or made known, the Applicant's management team will analyze the risk factors and plan a course of immediate action.

Applicant's Plan for Recordkeeping, Tracking and Monitoring Inventory, Quality Control and Security, and Other Policies and Procedures that will Discourage Unlawful Activity

(a) Applicant's Recordkeeping Plans, Including its Implementation of Thorough Inventory Tracking and Monitoring.

The Applicant will maintain a robust plan for recordkeeping, tracking, and monitoring inventory, quality control, and other policies and procedures that will promote security and transparency, while discouraging unlawful activity. This plan includes the Applicant's strategy to communicate with the Commission and law enforcement on the destruction and disposal of cannabis and all other items requested and required.

The Applicant will keep and maintain upon the licensed premises for a five-year period true, complete, legible and current books and records, including the following:

- Purchase invoices, bills of lading, manifests, sales records, copies of bills of sale and any supporting documents, including the items and/or services purchased, from whom the items were purchased, and the date of purchase;
- 2. Bank statements and canceled checks for all accounts relating to the business;
- 3. Accounting and tax records related to business and operations;
- 4. Records of all financial transactions related to the business including contracts and/or agreements for services performed or received;
- 5. Transportation records, travel manifests, and bills of lading;
- 6. Vehicle registration and insurance;
- 7. Inventory records;
- 8. Records of all samples delivered to an independent testing lab and/or the Commission's lab and the quality assurance test results;
- 9. Records of any theft, loss or other unaccountability of any shipments or records;
- 10. Employment records for all current and past employees of the business;
- 11. Daily Inventory Logs
- 12. Travel or Transport Manifests for each shipment

(b) Applicant's Implementation of Thorough Inventory Surveillance, Tracking, and Monitoring

The Applicant understands that inventory handling is one of the most critical components in running a successful and fully compliant cannabis transportation business. Without tight inventory control, there is a risk of security breaches, diversion, loss of quality, theft, and lack of accountability by the company's agents. As such, supply-chain security is designated as a primary job duty of all managers, reinforcing a company-wide culture of responsibility. The President & Transportation Manager will be responsible for the upkeep and implementation of all anti-diversion protocols.

All cannabis transported by the Applicant will be entered into its inventory tracking system and placed into a cannabis container for transport if it has not already been so placed by the party providing the product for delivery. The Applicant will employ rigorous procedures for the oversight of its vehicles, including weekly physical inventories of all cannabis. All regulatory agencies will have access to audit and inspect the transport vehicles at any time. The Applicant's inventory system will be accurate and capable of producing, upon request, reports on all cannabis and cannabis products in transit or temporary storage during unexpected delivery delays. This process is completed so that the chain of custody is maintained throughout the transfer from the shipping facility to the receiving facility.

Using the inventory system, agents will have access to its reporting module. The reporting module generates daily reports for the company's inventory, acquisitions, and deliveries. These records are kept indefinitely. The system keeps a thorough record of whom the Applicant is collecting cannabis and cannabis-infused products from and delivering to, including the dates of transfer and transaction, batch numbers, quantity, product weight, usable amount in each infused product, and the dispensing and receiving agents' registration card numbers. These records can be pulled up for any time period in the reporting module.

(c) Quality Control, Security, and other Policies and Procedures that will Discourage Unlawful Activity

The Applicant understands that any transportation vehicle used is a high-value target for theft. The Applicant will permit designated agents to transport cannabis through highly regimented protocols that will ensure the safe and secure delivery and recordkeeping of cannabis and cannabis-infused products.

(i) Maintaining Quality Control over Inventory Monitoring and Recordkeeping
The applicant will maintain its business records consistently with industry standards,
including its bylaws, consents, manual or computerized records of assets and liabilities,
audits, monetary transactions, journals, ledgers, and supporting documents, including
agreements, checks, invoices, receipts, and vouchers. Records will be maintained in a manner
consistent with the Act and be retained for five years. Through the Applicant's enterprise
system's automated inventory management and rigorous adherence to SOPs, its records will
be systematized in such a way as to ensure the maintenance of high-quality recordkeeping.

Managers will perform scheduled reviews of all operating activities to ensure compliance with company policies and Commission regulations and directives, including the handling and storage of cannabis shipping containers, proper loading and unloading, disposal, and recordkeeping. The Applicant's President will oversee manager-level reviews and perform scheduled and random audits with a specific focus on activities related to worker and product safety and security, transportation activities, recordkeeping, and reporting. Compliance reviews and audits will include an examination of video recordings, inventory control systems, and paper records, as well as agent and contractor interviews.

The Applicant will require all delivery drivers to have and maintain a valid driver's license with no revocations or suspensions and must obtain their driving history record from the Department of Motor Vehicles before being considered for employment. Because it is important to ensure that transportation is done as safely as possible, individuals who have an excessive number of traffic violations will not be considered. Personnel will be required to complete thorough and stringent training and driving courses to prepare for all possible

scenarios, including but not limited to, accident avoidance, emergency braking techniques, and vehicle dynamics. Any personnel who violate the policies, protocols, and procedures set forth by the Company will have their transport positions revoked and will be placed under review and/or terminated.

#### **COMPLIANCE POLICIES**

Once authorized pursuant to § 20-2A-65, Code of Alabama 1975 (as amended), the Applicant will operate in accordance with the provisions of the Act. The Applicant will be governed by the General Rules for Licensee Applications and the General Rules for Licensee Conduct.

As per section 538-x-7-.02 Licensing and Regulation of Medical Cannabis as to Secure Transporters, the Applicant will:

- a. To transport cannabis and medical cannabis, in a safe, efficient and professional manner from and to licensees' facilities, pursuant to such contracts as the Secure Transporter may negotiate between itself and one or more licensees.
- b. To log details regarding the product and the transport in the Statewide Seed-To-Sale Tracking System and/or the manifest relating to said transport.
- c. During transit, to maintain cannabis and medical cannabis:
  - 1) in accordance with an approved security plan
  - in a moisture- and temperature-controlled environment acceptable to the contracting licensee, to avoid deterioration or loss of efficacy of the cargo.

#### 2. The Applicant will not:

- a. Cultivate, process or dispense cannabis.
- b. Perform the functions of a State Testing Laboratory.
- c. Make home delivery of cannabis or medical cannabis to anyone.
- d. Transport patients or caregivers to or from dispensing sites or any other licensees' facilities.
- e. Transport any cargo except cannabis, medical cannabis and associated products, materials, packages or containers.

As per section 538-x-7-.03 Applications and Applications Processing as to Secure Transporters Generally, the Applicant will ensure:

- 1. Verified Written Consent to a state and national criminal background check is obtained for each of the Applicant's proposed drivers; upon request, the Applicant and its employees will submit an ALEA Application to Review Alabama Criminal History Record Information (SBI Form 46).
- 2. Verification that the Applicant and all secure transport drivers and secure transport passengers will not have received a criminal conviction within the last eight years for:
  - a. Any indictable offense.
  - b. Any offense involving stolen property or vehicles; fraud relating to any business the driver has owned, in whole or part, or in which the driver has been employed; stolen property; or other offense of similar nature.
  - c. Operation of a motor vehicle while under the influence of a controlled substance, or offense of similar nature.
  - d. Any offense involving possession, distribution or trafficking in, any illegal substance. A license will not be awarded to any Secure Transporter Applicant not in compliance with this provision.
- 3. Verification of compliance with Alabama Public Service Commission requirements for motor carriers; a license will not be awarded to any Secure Transporter Applicant who fails to comply with this provision.
- 4. License Plate and DOT numbers, if available, for all secure transport vehicles.
- 5. Driver's License and Social Security Number, if available, of each secure transport driver.
- 6. Verification that all Secure Transport drivers are at least 21 years of age and have a minimum of three years of driving experience; a license will not be awarded to any Secure Transporter Applicant who fails to comply with this provision.
- 7. The Applicant's 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), will specifically extend to all secure transport vehicles; a license will not be awarded to any Secure Transporter Applicant who fails to provide the requisite consent.

- 8. Other information or documentation as the Commission may require of Secure Transporters, as contained on the application.
  - a. The Applicant's verification regarding all proposed facilities will conform with Rule 3 of Chapter 3.
  - b. The Applicant's verification that it has no economic interest in any other license or Applicant for license under the Act or this Chapter will conform with Rule 3 of Chapter 3 of the Act.
  - c. Exhibits to the Secure Transporter Applicant's application Information will be as provided in Rule 3 of Chapter 3 of these Rules, except as follows:
    - i. The Applicant will also provide, as available, title, lease or other documentation demonstrating possessory interest in all vehicles to be used for secure transportation of cannabis or medical cannabis.
    - ii. The Applicant will provide, as available, copies of declarations pages of insurance policies applicable to all vehicles to be owned and operated by the company, particularly those proposed for the secure transport of cannabis or medical cannabis.
    - iii. The Applicant will provide copies of all contracts, contingent contracts or memoranda of understanding (or, if not available, exemplars) between the Applicant and any other licensee or applicant under the Act and these Rules.
    - iv. The Applicant will include a list of any motor vehicle citations, fines or violations received by its drivers, identified to each individual, in the last three years.
      - i. To the extent that the Applicant intends to operate a vehicle that requires a Commercial Drivers' License, documentation demonstrating that proposed drivers are properly trained and licensed. The Applicant will verify that all vehicles and drivers have the requisite training and will maintain compliance with all federal, state and local laws applicable to them at all times while employed as a driver.

- ii. The Applicant will provide a Fleet Summary showing the make, model, VIN Number, license plate number and specifications of all vehicles proposed for the secure transport of cannabis or medical cannabis including but not limited to the design and specification of all areas in which cannabis or medical cannabis is to be stored.
- iii. The Employee Handbook provided by the Applicant will include or be accompanied by a Drivers' Manual detailing qualifications, standards, and procedures to be met and followed by prospective drivers.
- iv. In addition to the contents of the Policies and Procedures Manual common to all applicants, the Policies and Procedures Manual and/or the Drivers' Manual of Applicants for a Secure Transporter's license will specifically address protocols for the care and maintenance of all vehicles proposed for secure transport of cannabis or medical cannabis.
- b. Exemplar or, if available, proposed, if not copies of actual route plans for all proposed secure transport vehicles, for inclusion in the Statewide Seed-to-Sale Tracking System.
- c. The Applicant's Security Plan will also include a verified plan for security during transport of medical cannabis, including but not limited to the following:
  - Variable route plans and GPS tracking systems must be monitored from the secure transporter's security center using Wi-Fi or hardline network technology.
  - ii. Locks and Alarm systems must be installed on all vehicles proposed for the secure transport of medical cannabis, including but not limited to the storage area within each vehicle where the product is to be kept while in transit.

- iii. Vehicle dashboard and storage area audio/video recording devices (self- recording and, at all times possible, viewable from and saved directly to the secure transporter's security center) must be installed and operational at all times while the vehicle is in transit, and will include lighting and resolution sufficient to readily identify individuals and activities depicted in the same way as required of audio/video recordings inside licensees' facilities, and kept for the same time and under the same conditions as for such audio/video recordings. See paragraph 3.m.(16)(k) of Rule 538-x-3-.03.
- iv. Secure transport vehicles must be free of markings: (a)indicating that they are carrying cannabis or medical cannabis, or (b) bearing the name or logo of any other licensee.
- v. Cannabis and/or medical cannabis will be kept in sealed tamper-evident containers that are not accessible to transport personnel during transit but are equipped with tracking devices that can be monitored remotely by the secure transporter at all times during transit.
- vi. Cannabis, medical cannabis and containers holding the same must not be visible or recognizable outside the secure transport vehicle.
- vii. Secure Transport drivers will have ready access to duress panic and/or hold-up alarms that may be activated in the event of an attempted diversion by unauthorized personnel, hijackers, terrorists, or other improper intervenors. Each employee in a secure transport vehicle must have communication access to the Secure Transporter's security center and be able to contact 911 at all times while the

secure transport vehicle contains cannabis or medical cannabis.

- viii. If an emergency requires stopping the vehicle, employees must notify the secure transporter's security center (or ALEA) of the nature of the emergency and complete an incident report form provided by the Commission.
  - ix. Under no circumstances may any person other than a designated secure transporter employee have actual physical control of the motor vehicle transporting cannabis or medical cannabis.
  - x. Secure Transport drivers will be trained in, and have ready access to, secure procedures for undergoing administrative inspection by law enforcement pursuant to § 20-2A-65(c), Code of Alabama 1975 (as amended). A Secure Transport employee must carry an employee ID card at all times when transporting or delivering cannabis or medical cannabis; upon request, the ID card must be presented to the Commission or law enforcement officer acting in the course of official duties.
  - xi. Individual batches of cannabis or medical cannabis prepared for storage or transport must be appropriately labeled and inserted in containers prior to transport. Batches will be barcoded, QR coded, or otherwise digitally coded to identify the following:
    - a) The batch number(s) or plant tag number(s),
    - b) The contracting licensee,
    - c) Facility of origin,
    - d) The type of product,
    - e) The date of harvest and/or processing and packaging, as applicable, and

f) The date of the last State Testing Laboratory approval.

Secure Transport vehicles will have no fewer than two xii. personnel (a driver and one other) in the vehicle at all times when the vehicle is carrying cannabis or medical cannabis and is (A) making more than a single stop on the route and/or (B) traveling more than ten (10) miles while carrying cannabis or medical cannabis. Notwithstanding the foregoing, a single employee may transport cannabis or medical cannabis to or from a State Testing Laboratory. Secure Transport vehicles may not be left unattended at any time when containing cannabis or medical cannabis; at least one employee must remain with the vehicle at all times when the vehicle contains cannabis or medical cannabis. Only designated personnel will occupy a secure transport vehicle during transport of cannabis or medical cannabis; non-employee passengers of any kind are prohibited.

xiii. Secure Transport vehicles carrying cannabis or medical cannabis must adhere to the designated route at all times. If an alternate route is necessary, the driver must contact the security office and note the change on the route plan. Secure transporters will document all stops in transit for refueling or otherwise, including the reason for the stop, the duration of the stop, the location of the stop, and all activities of employees exiting the vehicle.

xiv. Secure transport vehicles must be equipped with GPS tracking and monitored throughout transit by the Secure Transporter's security center through Wi-Fi or hardwire networking technology.

xv. Route plans, manifests, transport logs, freight bills, bills of lading and any free- on-board ("FOB") terms of sale

documents, maintenance and repair records, and insurance documentation must be kept (either manually or electronically, including, but not limited to, as part of the Statewide Seed-to-Sale Tracking System), as to all vehicles in the secure transporter's fleet, for a period of not less than two (2) years, and longer upon the request of the Commission or law enforcement. Such documents will be made available to the Commission or its representatives (including inspectors) during inspections and other official visits.

- xvi. Upon request, a secure transporter will make available to the Commission or its inspectors all information relating to the security plan.
- d. The Applicant will provide an affidavit signed by the responsible individual and designated contact person (or, if the Secure Transporter is an entity, the duly authorized officer, owner or interest holder and the designed contact person) that the information provided in the Application is true and correct, to the best of the Affiants' knowledge upon a diligent investigation thereof.
- e. The Applicant will provide an Application Fee pursuant to §20-2A-55(f), Code of Alabama 1975 (as amended).

As per section 538-x-7-.04 Post-Licensing Inspection of Secure Transporter Facilities and Vehicles, in addition to the general inspections for licensee facilities to be carried out by the Commission in accordance with § 20-2A-52(a)(3), Code of Alabama 1975 (as amended), the Applicant will be subject to inspection of all secure transport vehicles, under the same terms and on the same basis as for licensees' facilities generally.

a. Pre-Commencement Inspection. When the Applicant is set to commence operations at any facility, the Applicant will contact the Commission to set a date

DIN

for inspection of all facilities and secure transport vehicles under the procedures for a pre-commencement inspection set forth under the procedures outlined in Chapter 4, including that the pre-commencement inspection may be set at any mutually acceptable time. The Applicant's operations may not commence at any facility or with respect to any secure transport vehicle until the facility and all secure transport vehicles have passed a pre-commencement inspection with no critical violations and all minor infractions having been corrected. Reinspection following a failed pre-commencement inspection will occur within 30 days, after which, if the Applicant passes the inspection, it may commence operations.

2. Announced Inspections of Secure Transporter Facilities and Vehicles. Not less than 14 days prior to any announced inspection, the Commission, acting by and through its representative, will notify the Applicant of its intention to conduct an announced inspection of the licensee's facilities, vehicles, operations, and documentation, advising the licensee of a specific date and time for the inspector's anticipated arrival as well as the individuals who are anticipated to be part of the inspection team. At the time of the announced inspection, the Applicant will make their facilities, vehicles, personnel, operations, and documentation available for review and auditing at the request of the inspector. In addition to the aspects of inspection listed in Chapter 4 of these Rules, aspects of the inspection of secure transporters will include, but are not limited to: maintenance and repair logs, transport documentation, PSC licensing and compliance, and insurance records of all vehicles that have been in operation at any time since the last announced inspection; all vehicles not yet acquired or placed into operation that the secured transporter is planning to obtain and/or place in operation at any time during the next two years; motor vehicle citations, penalties, and violations in the last three (3) years; all operations and transports being conducted by the Applicant, including but not limited to, all machinery, vehicles, equipment and supplies; all security monitoring records, records of route plans, and incident reports related to any vehicle, transport or driver; background check certificates and/or personnel files of all owners, officers, administrators, managers, transport personnel or other employees (full-time or parttime), and volunteers.

3. Unannounced Inspections of Secure Transporter Facilities and Vehicles. Unannounced Inspections may be conducted without prior notice at any time, without respect to whether the Applicant has or has not undergone an announced inspection, on the same basis as licensees generally, in accordance with the provisions for such inspections contained in Part IV. Unannounced inspections for secure transporters include, but are not limited to, the category of "administrative inspection" that may be conducted by law enforcement on a secure transporter's vehicle at any time. At the time of licensing, the Applicant will receive information regarding specific procedures that will be employed to ensure the safety of transport personnel and their cargo when law enforcement officers, acting upon the request of the Commission or otherwise, seek to perform an administrative inspection of a secure transport vehicle.

In addition to the medical cannabis education and safety training applicable to all employees of licensees generally, transport personnel (i.e., drivers and any other employees whose job is to accompany drivers) employed by the Applicant will annually complete and receive certification for no less than five (5) hours of training specifically tailored to driver safety and procedures related to the proper procedures to be followed when transporting cannabis and medical cannabis, as per section 538-x-7-.05 Medical Cannabis Education and Safety Training Requirements for Employees.

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

## OVERVIEW OF PROPOSED FINANCING OF THE BUSINESS

The following tables detail the funding the business will need to bring the vision to reality. Start-up funding includes all the expenditures, both start-up assets and start-up expenses, incurred before the Company launches operations. The working capital element of the asset table represents the balance of cash at the beginning of Month 1 of the financial projections.

# **Use of Start-up Funding**

Expenses	
Licensing Fees	\$32,500
Legal & Professional Fees	\$10,000
Website Development	\$2,500

kongara-m-Assars	
Delivery Vehicle & Upfitting	\$32,000
Total Long-Term Assets	\$32,000
Short-Term Assets	
Working Capital	\$5,000
Total Short-Term Assets	\$5,000
Total Expenses & Assets	
Total Start-up Expenses	\$45,000
Total Start-up Assets	\$37,000
Total Funding Requirements	\$82,000
Total Start-up Funding	
Total Amount Being Requested	\$32,000
Total Funds Already Received	\$50,000
Total Funding	\$82,000
New Start-up Funding Being Reques	स्थित
Vehicle Loan Amount Being Requested	\$32,000
Line-of-Credit (LOC) Requested	\$0
Investor Amount Being Requested	\$0
Total Amount Being Requested	\$32,000
Start-up Funding Already Receive	d .
Owner Contribution	\$50,000
Investor Contribution	\$0
Total Funding Already Received	\$50,000
Start-up Capital and blabilities	
Loss at Start-up (Start-up Expenses)	(\$45,000)
Total Funds Received & Requested	\$82,000

#### Allocation of Funds

**Cash Balance on Starting Date** 

As shown in the tables below, the total start-up funding needed to successfully implement this venture is \$82K. \$50K is being contributed by the Company's owner and \$32K will be secured through a vehicle loan. As depicted, \$45K will be used for start-up expenses, \$32K will be used for the purchase of long-term assets, and \$5K will be used for working capital.

The Applicant will contribute additional capital through in-kind assets, as it is already operational as a non-cannabis transportation company and possesses existing infrastructure for the operation.

\$5,000

# **JOB CREATION**

The personnel forecast below shows the job creation for the next three years.

## **Personnel Forecast**

	Section 1	1000	V/ Set ( C)
Staff Count	Machine Control of the series		
President & Transportation	1	1	1
Manager	<b>.</b>	<b>-</b>	
Transporter Agents	2	4	6
Receptionist & Dispatcher	0	1	1
Total Personnel	3	6	8
Staff Salary			
President & Transportation	\$50,000	\$51,500	\$53,045
Manager	\$30,000	The second second	· · · · · · · · · · · · · · · · · · ·
Transporter Agents	\$50,000	\$51,500	\$53,045
Receptionist & Dispatcher	\$0	\$40,000	\$41,200
Staff Salary - Total			
President & Transportation	\$50,000	\$51,500	\$53,045
Manager	\$30,000	#31,500	ψ33,043
Transporter Agents	\$100,000	\$206,000	\$318,270
Receptionist & Dispatcher	\$0	\$40,000	\$41,200
Total Payroll	\$150,000	\$297,500	\$412,515
Personnel Assumptions: (1) Cos	ts are based or	ı average wag	es.

The personnel forecast below shows the job creation for three 4 and 5.

# **Personnel Forecast**

	V1/145-15	
Staff Count	****	
President & Transportation Manager	1	1
Transporter Agents	8	10
Receptionist & Dispatcher	2	2
Total Personnel	11	13
Staff Salary President & Transportation Manager	\$54,636	\$56,275

Transporter Agents	\$54,636	\$56,275
Receptionist & Dispatcher	\$42,436	\$43,709
Staff Salary - Total		
President & Transportation Manager	\$54,636	\$56,275
Transporter Agents	\$437,091	\$562,754
Receptionist & Dispatcher	\$84,872	\$87,418
Total Payroll	\$576,599	\$706,448
Personnel Assumptions: (1) Co	sts are based on a	verage wages.

## REVENUE FORECAST

The following is a three-year revenue and direct cost forecast.

#### **Revenue Forecast**

	an Maria	A CHARLES	Transfer !
Total Units			
Climate-Controlled Transportation (50 miles)	2,000	4,000	6,000
Additional Mileage Surcharge (10 miles)	500	600	720
Price/Unit		#20E 00	<u>ተንተለተን</u>
Climate-Controlled Transportation (50 miles)	\$200.00	\$205.00	\$210.13
Additional Mileage Surcharge (10 miles)	\$40.00	\$41.00	\$42.03
Revenue			
Climate-Controlled Transportation (50 miles)	\$400,000	\$820,000	\$1,260,750
Additional Mileage Surcharge (10 miles)	\$20,000	\$24,600	\$30,258
Total Revenue	\$420,000	\$844,600	\$1,291,008
Direct Cost/Unit			
Climate-Controlled Transportation (50 miles)	\$20.00	\$20.00	\$20.00
Additional Mileage Surcharge (10 miles)	\$4.00	\$4.00	\$4.00
Direct Cost of Revenue	<b>#40.000</b>	#00 000	ተ120 000
Climate-Controlled Transportation (50 miles)	\$40,000	\$80,000	\$120,000
Additional Mileage Surcharge (10 miles)	\$2,000	\$2,400	\$2,880
Subtotal Cost of Revenue	\$42,000	\$82,400	\$122,880
Revenue Forecast Assumptions: (1) Revenue ar	ıd costs are ba	sed on avera	ages; (2)
Direct costs represent fuel expenses; (3) Fleet wil	l increase fron	n 1 vehicle in	Year 1 to 5
vehicles in year 5.			
•			

The following is a revenue and direct cost forecast for years 4-5.

## **Revenue Forecast**

		Least 5
Total Units		
Climate-Controlled Transportation (50 miles)	8,000	10,000
Additional Mileage Surcharge (10 miles)	864	1,037
Price/Unit	garanta da santa da	er en
Climate-Controlled Transportation (50 miles)	\$215.38	\$220.76
Additional Mileage Surcharge (10 miles)	\$43.08	\$44.15
Revenue		
Climate-Controlled Transportation (50 miles)	\$1,723,025	\$2,207,626
Additional Mileage Surcharge (10 miles)	\$37,217	\$45,777
Total Revenue	\$1,760,242	\$2,253,403
Direct Cost/Unit		
Climate-Controlled Transportation (50 miles)	\$20.00	\$20.00
Additional Mileage Surcharge (10 miles)	\$4.00	\$4.00
Direct Cost of Revenue		
Climate-Controlled Transportation (50 miles)	\$160,000	\$200,000
Additional Mileage Surcharge (10 miles)	\$3,456	\$4,147
Subtotal Cost of Revenue	\$163,456	\$204,147
Revenue Forecast Assumptions: (1) Revenue and cos		verages; (2)
Direct costs represent fuel expenses; (3) Fleet will incr 5 vehicles in year 5.	ease from 1 vehic	cle in Year 1 to

# PROJECTED INCOME STATEMENT

The Applicant intends to deploy its funding to maximize growth and profitability. Below is the three-year projected income statement of the Company:

## Pro Forma Income Statement

	Various	107796	TOTAL STEEL
Revenue	\$420,000	\$861,000	\$1,323,788
Total Cost of Revenue	\$42,000	\$86,100	\$132,379
Gross Margin	\$378,000	\$774,900	\$1,191,409
Gross Margin/Revenue	90.00%	90.00%	90.00%
Expenses			
Rent & Utilities	\$12,000	\$12,300	\$12,608
Insurance & Professional	\$18,000	\$34,200	\$49,590
Services			
Annual License Fee	\$0	\$30,000	\$30,000
Building Utilities &	\$3,000	\$3,075	\$3,152
Maintenance			
Vehicle Maintenance	\$3,600	\$7,200	\$10,800
Marketing & Advertising	\$18,000	\$34,200	\$49,590
Software Subscriptions	\$3,000	\$5,700	\$8,265
Startup Cost	\$45,000	\$0	\$0
Miscellaneous Expenses	\$3,000	\$5,700	\$8,265
Depreciation	\$3,200	\$6,480	\$9,842
Payroll Taxes & Benefits	\$16,725	\$33,171	\$45,995
Total Personnel	\$150,000	\$297,500	\$412,515
<b>Total Operating Expenses</b>	\$275,525	\$469,526	\$640,622
Profit Before Interest and Taxes	\$102,475	\$305,374	\$550,787
EBITDA	\$105,675	\$311,854	\$560,629
Interest Expense	\$2,432	\$2,137	\$1,817
Taxes Incurred	\$38,016	\$115,230	\$208,608
Net Profit	\$62,027	\$188,007	\$340,361
Net Profit/Revenue	14.77%	21.84%	25.71%
<b>Income Statement Assumption</b>			
years; (2) Total payroll taxes and			
income taxes are based on 280E;	(4) State inc	ome taxes a	re based on
6.5%.			

23 DLW

Below is the Company's projected income statement for years 4-5:

## Pro Forma Income Statement

Revenue	\$1,809,176	\$2,318,007			
Total Cost of Revenue	\$180,918	\$231,801			
Gross Margin	\$1,628,259	\$2,086,206			
Gross Margin/Revenue	90.00%	90.00%			
-					
Expenses	¢12.022	\$13,246			
Rent & Utilities	\$12,923	\$13,240			
Insurance & Professional Services	\$61,988	\$74,385			
Annual License Fee	\$30,000	\$30,000			
Building Utilities &	\$3,231	\$3,311			
Maintenance	ΨΟ,ΔΟΙ.	The second second second			
Vehicle Maintenance	\$14,400	\$18,000			
Marketing & Advertising	\$61,988	\$74,385			
Software Subscriptions	\$10,331	\$12,398			
Startup Cost	\$0	\$0			
Miscellaneous Expenses	\$10,331	\$12,398			
Depreciation	\$13,288	\$16,820			
Payroll Taxes & Benefits	\$64,291	\$78,769			
Total Personnel	\$576,599	\$706,448			
<b>Total Operating Expenses</b>	\$859,369	\$1,040,159			
<del>-</del>					
Profit Before Interest and	\$768,890	\$1,046,047			
Taxes	\$700,070				
EBITDA	\$782,178	\$1,062,868			
Interest Expense	\$1,471	\$1,097			
Taxes Incurred	\$291,619	\$397,081			
	<b>*4</b> == 000	#4.4 <del>7.0</del> 4.0			
Net Profit	\$475,800	\$647,869			
Net Profit/Revenue	26.30%	27.95%			
Income Statement Assump	tions: (1) Depi	reciation is			
based on 10 years; (2) Total payroll taxes and benefits					
are 28.65%; (3) Federal inco	me taxes are b	ased on			
280E; (4) State income taxes are based on 6.5%.					

# PROJECTED CASH FLOW

The following is a depiction of the Applicant's three-year projected cash flow:

# **Pro Forma Cash Flow**

	1477	(23)	271:
Cash Received	Management of a state of the st		
Revenue	\$420,000	\$861,000	\$1,323,788
Proceeds from Line-of-Credit	\$0	.\$0	\$0
Proceeds from Vehicle Loan	\$32,000	\$0	\$0
Owner Contribution	\$50,000	\$0	\$0
Proceeds from Long-term Assets	\$0	\$0	\$0
Proceeds from Investor	\$0	\$0	\$0
Subtotal Cash Received	\$502,000	\$861,000	\$1,323,788
Expenditures			
Expenditures from			
Operations			and the second of the second o
Total Personnel	\$150,000	\$297,500	\$412,515
Bill Payments	\$145,350	\$352,123	\$544,730
Subtotal Spent on Operations	\$295,350	\$649,623	\$957,245
Additional Cash Spent			
Investor Repayment	\$0	\$0	\$0
Start-up Costs	\$45,000	\$0	\$0
Principal Loan Repayment	\$3,554	\$3,848	\$4,168
Purchase Inventory	\$0	\$0	\$0
Purchase Long-term Assets	\$32,000	\$32,800	\$33,620
Dividends Paid	\$0	\$0	\$0
Subtotal Cash Spent	\$375,903	\$686,272	\$995,033
Net Cash Flow	\$126,097	\$174,728	\$328,755
Cash Balance	\$126,097	\$300,825	\$629,580

The following is a depiction of the Applicant's projected cash flow for years 4-5:

#### **Pro Forma Cash Flow**

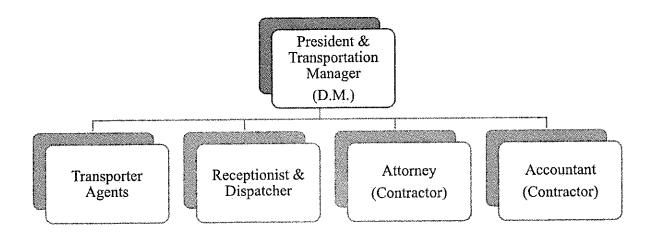
	Section of the sectio	1em s
Cash Received	Control of the case of the cas	
Revenue	\$1,809,176	\$2,318,007
Proceeds from Line-of-Credit	\$0	\$0
Proceeds from Vehicle Loan	\$0	\$0
Owner Contribution	\$0	\$0
Proceeds from Long-term Assets	\$0	\$0
Proceeds from Investor	\$0	\$0
Subtotal Cash Received	\$1,809,176	\$2,318,007
Expenditures		
Expenditures from Operations		
Total Personnel	\$576,599	\$706,448
Bill Payments	\$727,996	\$929,596
Subtotal Spent on Operations	\$1,304,595	\$1,636,044
Additional Cash Spent		
Investor Repayment	\$0	\$0
Start-up Costs	\$0	\$0
Principal Loan Repayment	\$4,514	\$4,888
Purchase Inventory	\$0	\$0
Purchase Long-term Assets	\$34,461	\$35,322
Dividends Paid	\$0	\$0
Subtotal Cash Spent	\$1,343,570	\$1,676,254
Net Cash Flow	\$465,607	\$641,753
Cash Balance	\$1,095,186	\$1,736,939

<sup>9.3 -</sup> An Organizational Chart - a diagram that visually conveys the Applicant's internal structure by detailing the roles, responsibilities, and relationships between individuals within an entity;

<sup>9.4 –</sup> Job descriptions of all managerial positions, showing clear delineation of authority, qualifications, and duties; and

<sup>9.5-</sup> Job descriptions of all non-managerial employee positions, showing clear delineation of qualifications and duties.

The following chart presents the organizational structure of the Company.



# **President & Transportation Manager:**

Job Function	Description of Responsibilities	% Allocation of Responsibilities
Corporate	Create, communicate, and implement the Company's vision, mission, and overall strategy  Develop, communicate, and implement effective	
Development & Compliance Management	growth strategies and processes  Manage product procurement, oversee day-to-day operations, and ensure company compliance with all laws, rules, and regulations as set forth by the Commission and local municipality.	30%
Marketing Management	Develop and implement marketing and advertising campaigns.  Maintain awareness of both the external and internal competitive landscape, opportunities for expansion,	15%

	customer relations, markets, and new industry developments and standards	
Financial Oversight	Review financial statements, sales and activity reports, and other performance data to measure productivity and goal achievement and to identify areas needing cost reduction and/or program improvement	15%
Human Resources	Post career opportunities on online job boards and company website; oversee hiring, onboarding, and training; conduct employee performance reviews; Manage and lead Drivers and Receptionists & Dispatchers.	20%
Partnership Development	Identify and establish new strategic partnerships with material suppliers, service providers, and local non-profit organizations	10%
Business Development	Manage the creation of proposals to prospective customers; Attend industry-related regulatory information sessions, conferences and trade shows	10%

# President & Transportation Manager Qualifications - D.M.

D.M. has served as the owner and operator of a commercial transportation business since 2009. Through this experience, she has developed a strong working knowledge of effectively managing a commercial transportation business and ensuring strict compliance with all applicable laws and regulations.

# Transporter Agents

- Ensure compliance with all industry-related rules and regulations that pertain to cannabis transportation
- Ensure the implementation of the Applicant's cannabis transportation policies and procedures

- Ensure the highest standards of safety and security are consistently maintained
- Implement route schedules to maximize operational efficiency
- Train, manage, and support new driver staff on industry best practices related to cannabis transportation, facilitating their ability to meet quotas and targets

# Transporter Agent Qualifications - C.R.

C.R. possesses over 10 years of work experience as a professional commercial transportation driver, which includes working for the Applicant's existing non-cannabis transportation company since 2016. In addition, he has worked as a commercial driver for HBO Logistics and Averitt Express. Through this experience, he has developed a strong working knowledge of following all laws, regulations, and industry best practices related to being a safe and professional commercial transportation driver.

#### Receptionist & Dispatcher

- Ensure compliance with all industry-related rules and regulations that pertain to cannabis transportation
- Schedule deliveries and pickups
- Create shipping and dispatch records
- Keep track of dispatched calls, driver routes, delivery and pick up schedules, and truck repairs and maintenance.
- Ensure the implementation of the Applicant's cannabis transportation policies and procedures

**Receptionist & Dispatcher Qualifications:** Position will be filled when needed.

#### **Attorney Contractor**

- Assist the Company in preventing, navigating, and resolving complex legal issues.
- Ensure all relevant laws and outcomes are understood and obeyed by the Company.

- Research and resolve potential legal disputes through the analysis of relevant laws,
   evidence collection, and legal representation.
- Draft, review, complete, and file legal paperwork related to business operations.
- Negotiate contract terms, transactions, and settlements on behalf of the Company.
- Ensure all business processes, strategies, and actions comply with all relevant state and local laws.

Attorney Contractor Qualifications: Position will be contracted upon license approval.

# Accountant Contractor (CPA)

- Manage accounting transactions
- Publish financial statements
- · Handle monthly, quarterly and annual closings
- Reconcile accounts payable and receivable
- Compute taxes and prepare tax returns
- Assist in minimizing corporate income taxes in compliance with 26 U.S. Code § 280E
- Audit financial transactions and documents
- Ensure compliance with financial policies and regulations

Accountant Contractor Qualifications: Position will be contracted upon license approval.

The Applicant will ensure it always provides the Commission with an updated complete list of employees.

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

# MISSION STATEMENT

"To provide safe and efficient medical cannabis transportation services while ensuring strict compliance with industry regulations and contributing to social and economic empowerment in the local community."

#### EXECUTIVE SUMMARY

The Applicant (also referred to as "the Company") will provide safe and efficient cannabis transportation services to the legalized medical cannabis market in the state of Alabama.

**Objectives:** The purpose of this plan is to obtain licensing approval from the state of Alabama while providing the Commission with the information necessary to evaluate the scope and future growth of International Communications LLC, in the marketplace. In addition to serving as a roadmap for management, the plan will show that a significant market opportunity exists, the management team is qualified to execute a well-thought-out plan, and the correct capital structure is in place and will allow for a long-lasting, profitable business.

# Leadership Background & Qualifications:

# D.M. -President & Transportation Manager

An experienced Certified Nursing Assistant and a graduate from MedCert Solutions in Alabama, D.M. has held high-qualifying positions with companies including Englewood Nursing Home, Southern Diagnostic Labs, Martin Tax Service, Southeast Clinical Labs, and C&D Transportation. Through her experience as the owner and operator of C&D Transportation, she has developed a strong working knowledge of managing a commercial transportation business and ensuring strict compliance with all applicable laws and regulations.

# C.R. - Transporter Agent

C.R. possesses over 10 years of work experience as a professional commercial transportation driver, which includes working for the Applicant's existing non-cannabis transportation company since 2016. In addition, he has worked as a commercial driver for HBO Logistics and Averitt Express. Through this experience, he has developed a strong working knowledge

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of following all laws, regulations, and industry best practices related to being a safe and professional commercial transportation driver.

#### **Business Style & Philosophy:**

To Applicant's business style and philosophy is to create value for cannabis licensees through the provision of reliable and efficient cannabis transportation services. The Applicant will strive to become an industry leader that is recognized for its unwavering commitment to regulatory compliance, employee empowerment and community engagement. The Applicant's goal is to cultivate and solidify meaningful long term relationships throughout the industry and to become a well-respected cannabis transportation brand throughout Alabama. The Applicant's secure cannabis transporter business will be built on a solid foundation. From the outset, the Company will recruit only qualified people to handle various job positions and will leverage their expertise to build the Company's brand name recognition.

**Facility Location & Function:** The Applicant's facility will be located at 500 Gene Reed Road, Suite 107, Birmingham, Alabama, 35215. The facility is located in a commercial office building and meets the zoning requirements for a cannabis transporter business in the city of Birmingham. The Applicant has secured a lease to rent the facility upon license approval. The facility will be specifically designed for high-security use and safe storage of cannabis. The facility will also be utilized as a business administration office, dispatch center, and transportation vehicle storage lot.

**Key Personnel:** The Company is registered as a limited liability company (LLC) in the state of Alabama. D.M. owns 100% of the Company and will be responsible for operating and managing the Company. Additional key personnel will include C.R. who will be responsible for upholding regulations and ensuring compliance with all industry-related rules and regulations that pertain to cannabis transportation.

**Financial Goals:** The Company's financial model shows consistent growth for the brand over the next five years. By year five, plans call for the Company to achieve \$2.25M in annual gross revenue, with a net profit of \$819K or approximately 36%.

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9.7 – A description of services and/or products to be cultivated, processed, transported, dispensed, or tested at each facility, as applicable, including:

- o actual (or projected) pricing data, if applicable;
- o actual (or projected) product lifespan, if applicable;
- o projected benefits to consumers;
- o patents, if any; and
- o proprietary technology, if any.

The Company will be a cannabis transportation service that will specialize in transporting high-quality products directly from local dispensaries to the customer's door. The Company will transport flower products, concentrates, edible cannabis products, pre-rolled joints, and other products, such as cannabis-infused beverages and vape pens. The Company will partner with a wide range of different cannabis dispensaries and cultivation facilities that have developed a proven business model for carrying high-quality products and providing excellent customer service.

# Actual (or projected) pricing data:

#### **Projected Prices**

Secure, Climate-Controlled Cannabis Transportation (up to 50 miles)
Additional Mileage Surcharge (10 miles)

\$200.00 \$40.00

Projected benefits to consumers: The Applicant is going to provide safe and secure cannabis transport for cannabis businesses around Birmingham and Jefferson County. Some benefits to consumers include protecting the integrity of the product. Cannabis is a valuable and often fragile product that can be damaged during transportation. The Applicant will use secure transportation methods helps to protect the integrity of the product by minimizing the risk of damage, loss, or theft. Additionally, cannabis transportation can be a safety concern, especially if the product is being transported over long distances or through areas where it is not legal. Secure transportation methods can help to reduce the risk of accidents or incidents, and can also protect against tampering or contamination. Secure transportation methods can also help to maintain privacy, which can be important for both the Applicant

and customers. This can help to prevent unwanted attention or unwanted disclosure of sensitive information.

The Applicant will hire and train knowledgeable staff members to ensure clients receive a high level of professional advice and customer service. The Company will be committed to providing customers with safe access to legal cannabis in a convenient and timely manner. The Company's goal is to always provide a pleasant customer experience, where people feel comfortable, at ease, and free to ask any questions.

# 9.8 – An advertising/marketing analysis and strategy, if any.

The Applicant will adhere to regulations as per section 538-x-7-.08 Advertising and Marketing Specific to Secure Transporters. Additionally, the Applicant's vehicles may bear the logo or name of the Company, but they will not bear markings or other indications that they carry cannabis or medical cannabis.

Marketing for the Applicant will be done through a variety of channels, with the primary drivers being its in-person relationships and word-of-mouth recommendations. Through the Company's community engagement and outreach initiatives, the Applicant will be able to further promote its brand while building relationships with community leaders and residents, further fortifying the Applicant's brand as a trustworthy and reputable cannabis transporter brand. The Company will not market, sell, distribute, or transfer usable cannabis or cannabis products to a person under the legal age or not approved by the Commission.

The Company recognizes that maintaining a well-regarded brand is essential for propagating a strong standing in the market. The Company will strive to meet the following objectives as it accomplishes its goals:

#### **BRANDING GOALS**

- Become recognized as a leading cannabis transporter in Alabama.
- Develop a cannabis transportation brand that is known for providing the most reliable service in a timely manner.

• Remain attuned to the marketplace and integrate services into the business mix that meets the needs of the targeted audience.

#### MARKETING STRATEGIES

Marketing for International Communication will be done through the following:

#### **Trade Shows and Events**

 Through trade shows and conventions, the Applicant will generate integrity and connections within the Medical Cannabis industry. Trade Shows will allow the Company to showcase its service capabilities as well as study the activities of its rivals and learn about recent market trends and opportunities.

#### Networking

- Networking will be a low-cost means for the Applicant to generate partnerships with industry associations and dispensary partners.
- · Word of mouth will play a vital role.

#### Internet & Social Media

- The Company's Search Engine Optimized website will direct traffic searching for cannabis delivery services in Alabama.
- The website will list all the services of the Company.
- The Company will strategize its social media presence to attract B2B customers.
- The Company will also ensure its presence and positive consumer reviews at:
  - Weedmaps, Leafly, Stickyguide.com, cannasaver.com,
     cannabiscouponcodes.com, weedealio.com, Wikileaf, and Yelp.

#### **Direct Sales**

The Company will employ a dedicated sales team to market its services.

#### Print

Advertising and articles in cannabis thematic magazines such as Dope, Cannabis Now,
 High Times, 420 Magazine, Marijuana Venture, and MG Magazine.

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

The Company will donate a percentage of its profit toward supporting local nonprofit organizations that contribute to social and economic empowerment to the community. Organizations that will be supported include:

- Children's educational and sports after-school programs:
  - o A.G. Gaston Boys and Girls Club (4821 Avenue W, Birmingham, AL 35208): The A.G. Gaston Boys and Girls Club believes in treating all children with respect. Ultimately, the organization helps them grow strong, believe in themselves, and go bravely into the future. Founded in 1966, the organization is affiliated with Boys & Girls Clubs of America, a nationwide organization of nearly 4,000 clubs serving some four million children and teens through club membership and community outreach. At A.G. Gaston Boys & Girls Club, the organizations specifically serve children from Birmingham and Bessemer neighborhoods. Membership costs just \$8 per year and gives members access to facilities and a variety of enrichment programs.
- Substance abuse treatment and prevention programs:
  - o The Recovery Resource Center (1515 6th Ave S, Birmingham, AL 35233): is a collaborative initiative dedicated to simplifying the recovery process by providing a central point of information. The center's staff and volunteers have the expertise to answer questions, initiate the treatment process, and make referrals as needed. Services include a state-approved American Society of Addiction Medicine (ASAM) substance abuse placement assessment which can be conducted to identify the appropriate level of care needed and begin the discussion about referrals. Based on the results from the assessment, community resources will be discussed to meet the individual's treatment needs. This discussion takes into consideration various factors, such as what

type of insurance the individual has (or the lack of insurance), as well as specific characteristics such as gender, veteran status, place of residence, and drug of choice. Through an in-house consultation, the organization provides general information about addiction and recovery, as well as information specific to each treatment provider and/or type of treatment.

- Mental health support programs:
  - o Cultivating Minds Counseling Group, LLC (1025 23rd St S, Birmingham, AL 35205), is a private for mental health that cultivates methodologies and helps individuals and families get to the root of the problem, one session at a time. The organization's goal is to put individuals in control of their lives and not their diagnoses. The group strives to work with all mental health disorders. Cultivating Minds Counseling Group, LLC will provide a cultivating nonjudgmental experience and a warm, empathetic, and accepting environment that will aid patients with redirection to overcome negative thought patterns and discomforting emotions. The group strives to cultivate each individualized situation that's specific to the client's needs.
- An Environmental Impact Statement outlining the anticipated impact of each of the 9.10 Applicant's proposed operations, per facility, on the local environment; the Applicant's efforts or plans, if any, to build a relationship to foster cooperation and compliance with federal, state and local agencies providing environmental oversight; and any steps the Applicant has taken or will take to reduce or eliminate its carbon footprint and/or to achieve and maintain a positive environmental profile in each community where the Applicant intends to locate and operate a facility within the next three years.

The Applicant will make environmental conservation and the reduction of its carbon footprint a primary objective of the organization. The Applicant's environmental plan will be implemented throughout the entire organization and at every step of operations. The Applicant will look for new and innovative ways to reduce its carbon footprint through its equipment and fleet purchasing, facility design, and daily operating decisions by implementing measures to 'Reduce, Reuse, and Recycle'.

The Applicant will promote a sustainable community and ensure the impact of its business is positive and influential in achieving future environmental goals. In order to reach these goals, the Applicant will contract designers, engineers and consultants who will strategically design its facility buildout and route plans in an environmentally friendly way by utilizing the latest advancements in energy efficiency technology and developing procedures that minimize waste. The Applicant will also create and implement an employee conservation plan. The employee conservation plan will detail specific actions employees can take for conservation efforts to try and reduce their carbon footprint. A reward program will be created and implemented to reward employees for their conservation efforts.

Additionally, the Applicant will build and maintain relationships to foster cooperation and compliance with federal, state, and local authorities providing environmental oversight by:

- 1. Participating in training and educational programs. Many agencies offer training and educational programs for businesses in the cannabis industry. Participating in these programs will help the Applicant to stay informed about current laws and regulations, and can also provide an opportunity to build relationships with agency staff.
- 2. Attending meetings and events can help to build relationships with agency staff and stay up-to-date on current policies and procedures.
- Regular communication with agency staff will help to build relationships and foster cooperation. This will be done through phone or email, or in-person meetings or visits.
- 4. The Applicant will be proactive in addressing any issues that arise. If there are any issues or concerns related to environmental compliance, it is important to address them proactively. This will help to maintain a positive relationship with regulatory agencies and demonstrate the Applicant's commitment to compliance.

#### SUSTAINABLE BUSINESS PRACTICES

The Applicant will be focused on implementing sustainable business practices to help reduce its impact on the environment. The Applicant will incorporate a comprehensive strategy to achieve energy conservation, promote clean water and air, and establish effective waste

DLM

management policies. In addition, the Applicant will aim to find supply chain vendors and service providers who will also further these same priorities.

#### **Vendor Selection**

The Applicant will seek to lead by example, by developing strict guidelines for its vendors to demonstrate that they are also committed to quality, conservation and environmental sustainability. In the purchasing of equipment and facility buildout, the Applicant will work with companies and vendors that offer environmentally sustainable products, solutions and methodologies and that specialize in the installation of such products. In day-to-day operations, the Applicant will source products that reduce waste and where possible are made from recycled materials. These incremental gains add up over the long run. The Applicant will also seek to develop relationships with licensed cannabis dispensaries, processors, and cultivators who share a common commitment and drive to build an environmentally sustainable supply chain.

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

Casualty Worker's Compensation: The Applicant will purchase and maintain Casualty Worker's Compensation Insurance for its employees, in accordance with the Alabama Workers' Compensation Law.

General liability insurance: The Applicant will maintain at least \$2 million in "liability and casualty insurance" coverage, and the Commission may promulgate regulations that "establish minimum levels of other financial guarantees" that the Applicant will maintain.

Automobile liability insurance. The Applicant will also maintain automobile insurance covering bodily injury and property damage for all activities of the vendor arising out of or in connection with cannabis delivery services, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit per accident.

Below is the Applicant's Insurance Letter of Intent.



To Whom It May Concern,

AlphaRoot\* is a licensed insurance broker in the State of Alabama and upon reviewing the insurance clauses and the outlined insurance requirements from the City of Binningham that are necessary for International Communication LLC d.b.a. C&D Transportation to obtain a Transporter License; we are pleased to inform you we will be able to receive and bind insurance quotations from our insurance carrier partners for International Communication LLC d.b.a. C&D Transportation.

The insurance quotations are specific to the Request for Proposal ("RFP") submitted to us, by International Communication LLC d.b.a. C&D Transportation.

In the event that International Communication LLC d.b.a. C&D Transportation is awarded the Transporter License with the City and upon receipt of premium payment from International Communication LLC d.b.a. C&D Transportation, our insurance carrier partners are able to provide insurance coverage at the limits outlined by the City below.

We will be able to provide evidence of insurance, for International Communication LLC d.b.a. C&D Transportation.

The RFP insurance requirements are as follows:

Insurance Type	Limits
General Liability	(\$1M per occurrence / \$2M general aggregate)
Product Liability	(S1M per occurrence / S2M general aggrégate)
Auto Liability	(SIM per occurrence / \$2M general aggregate)
Workers Compensation	(SIM per occurrence / \$2M general aggregate)

#### Sincerely,

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Eri	: Schneid	er
Λij	haRoot	
p: (	4684473	13
C: 0	ric@alph	aroot.com

Millennial Specialty Insurance LLC dba AlphaRoot across the US. National Producer License # 17479352 [address]

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

#### Verification

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

**Printed Name of Verifying Individual** 

Title of Verifying Individual

Signature of Verifying Individual

**Verification Date** 

Applicant must provide copies of all contracts, contingent contracts, memoranda of understanding (or, if none of the foregoing are available, exemplars) between themselves and:

- 10.1 Any Cultivator or prospective Cultivator.
- 10.2 Any Processor or prospective Processor.
- 10.3 Any Dispensary or prospective Dispensary.
- 10.4 Any Integrated Facility or prospective Integrated Facility.
- 10.5 Any State Testing Laboratory or prospective State Testing Laboratory.

The Applicant does not currently have any contracts, contingent contracts, memoranda of understanding, or exemplars between themselves and any other licensees and prospective licensees. These agreements will be established upon licensing approval and will be immediately provided to the Alabama Medical Cannabis Commission.

# SECURE TRANSPORTER LICENSE

Exhibit 11 - Standard Operating Plan and Procedures

Daffne Lashay Watin

Printed Name of Verifying Official

ie Sastray Maile

Signature of Verifying Official

Title of Verifying Official

Verification Date

Below is the Applicant's verified Standard Operating Plan and Procedures. The Applicant will demonstrate and maintain standard operating procedures in such a way that they can be readily accessed from the physical site of operations upon the request of inspectors, the Commission, or Commission staff, including, at a minimum, the following:

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

In order to ensure accurate recordkeeping, compliance with inventory protocols, and coordination of information and systems with vendors, customers and others, as applicable, the Company will employ an information technology ("IT") agent or IT Security Advisor.

The IT agent or designee will be responsible for all information technology maintenance, including software license, security patches, malicious software prevention, account management, security status and network access monitoring, disposal and redeployment, agent IT security training, and vulnerability assessments. All agent passwords for software and network access must be changed every six months. The Applicant will be trained to identify cyber security incidents. Incidents include natural disasters impacting technological infrastructure and unauthorized network access exposing protected information.

Additionally, the Applicant will establish an account with the State's verification system, established by the Commission known as the Alabama Medical Cannabis Patient Registry System, that does all of the following:

(1) Receives and records physician certifications.

- (2) Receives and tracks qualified patient registration and issuance of medical cannabis cards.
- (3) Receives and tracks designated caregiver registration and issuance of medical cannabis cards.
- (4) Includes in the patient registry database for each qualified patient registrant the name of the qualified patient and the patient's designated caregiver, if applicable, the patient's registered certifying physician, the respective qualifying medical condition or conditions, the recommended daily dosage and type of medical cannabis, and any other information the commission, by rule, deems relevant.
- (5) Verifies that a medical cannabis card is current and valid and has not been suspended, revoked, or denied.
- (6) Tracks purchases of medical cannabis at dispensaries by date, time, amount, and type.
- (7) Determines whether a particular sale of medical cannabis transaction exceeds the permissible limit.
- (8) Tracks medical cannabis cards that are denied, revoked, or suspended.
- (9) Interfaces as necessary with the statewide seed-to-sale tracking system established under Article 4.
- (10) Provides access as further provided in subsection
- (b) The patient registry will be accessible to the following:
  - (1) State and local law enforcement agencies, provided the database may only be accessed upon probable cause or reasonable suspicion of a violation of a controlled substance law or of driving under the influence, and access is strictly limited to information that is necessary to verify that an individual is registered and possesses a valid and current medical cannabis card and, if appropriate, to verify that the amount and type of product in the individual's possession complies with the daily dosage limit and type of medical cannabis recommended.



- (2) Health care practitioners licensed to prescribe prescription drugs.
- (3) Registered certifying physicians.
- (4) Dispensaries.
- (5) The State Board of Medical Examiners.
- (6) Licensed pharmacists.
- (c) The Commission may monitor patient registrations in the patient registry for practices that could facilitate unlawful diversion or misuse of cannabis and shall recommend disciplinary action to the board as appropriate.

In order to ensure that all medical cannabis sold in the state maintains product quality to protect the health and welfare of state residents, the Applicant will adhere to the statewide seed-to-sale tracking system, as laid out by the Commission in Section 20-2A-54 - Statewide seed-to-sale tracking system, for use as an integrated cannabis and medical cannabis tracking, inventory, and verification system. The system will allow for interface with third-party inventory and tracking systems as described in Section 20-2A-60 to provide for access by the state, licensees, and law enforcement personnel.

- (b) At a minimum, the system will be capable of storing and providing access to information that, in conjunction with the patient registry and with one or more third-party inventory control and tracking systems under Section 20-2A-60, allows all of the following:
  - (1) Retention of a record of the date, time, amount, and price of each sale or transfer of medical cannabis to a registered qualified patient or registered caregiver.
  - (2) Effective seed-to-sale tracking of cannabis and medical cannabis sales and transfers among licensees and with regard to integrated facility licensees, among facilities of the licensee.
  - (3) Receipt and integration of information from third-party inventory control and tracking systems under Section 20-2A-60.

- (c) The Commission will seek bids to establish, operate, and maintain the statewide seed-to-sale tracking system under this section. The commission will be responsible for all of the following:
  - (1) Evaluate bidders based on the cost of the service and the ability to meet all of the requirements of this chapter.
  - (2) Give strong consideration to the bidder's ability to prevent fraud, abuse, and other unlawful or prohibited activities associated with the commercial trade in cannabis and medical cannabis in this state, and the ability to provide additional tools for the administration and enforcement of this chapter.
  - (3) Institute procedures to ensure that the person awarded the contract does not disclose or use the information in the system for any use or purpose except for the enforcement, oversight, and implementation of this chapter.
  - (4) Require the person awarded the contract to deliver the functioning system by 180 days after award of the contract.
- (d) The commission may terminate a contract with the person awarded the contract for a violation of this chapter.
- (e) The information in the statewide seed-to-sale tracking system is confidential and is exempt from disclosure under the Open Records Act, Article 3 of Chapter 12 of Title 36; provided, however, information in the system may be disclosed for purposes of enforcing this chapter.

#### Section 20-2A-60 - Third-party inventory control and tracking system

(a) Except as otherwise provided in subsection (b), the Applicant will adopt and use a third-party inventory control and tracking system that is capable of interfacing with the statewide seed-to-sale tracking system to allow the Applicant to enter or access information in the statewide seed-to-sale tracking system as required under this article and rules. The third-party inventory control and tracking system will have all of the following capabilities necessary for the Applicant to comply with the requirements applicable to the Secure Transporter's License including:

Exhibit 11 – Standard Operating Plan & Procedures

- (1) Tracking all cannabis plants, medical cannabis products, patient and caregiver purchase totals, waste, transfers, conversions, sales, and returns that are linked to unique identification numbers.
- (2) Tracking lot and batch information throughout the entire chain of custody.
- (3) Tracking all products, conversions, and derivatives throughout the entire chain of custody.
- (4) Tracking cannabis plant, batch, and product destruction.
- (5) Tracking transportation of product.
- (6) Performing complete batch recall tracking that clearly identifies all of the following details relating to the specific batch subject to the recall:
  - a. Sold product.
  - b. Product inventory that is finished and available for sale.
  - c. Product that is in the process of transfer.
  - d. Product being processed into another form.
  - e. Postharvest raw product, such as product that is in the drying, trimming, or curing process.
- (7) Reporting and tracking loss, theft, or diversion of product containing cannabis.
- (8) Reporting and tracking all inventory discrepancies.
- (9) Reporting and tracking adverse patient responses or dose-related efficacy issues.
- (10) Reporting and tracking all sales and refunds.
- (11) Receiving testing results electronically from a state testing laboratory via a secured application program interface into the system and directly linking the testing results to each applicable source batch and sample.
- (12) Identifying test results that may have been altered.

- (13) Providing the licensee with access to information in the tracking system that is necessary to verify that the licensee is carrying out all transactions authorized under the licensee's license in accordance with this article.
- (14) Providing information to cross-check that product sales are made to a registered qualified patient, or a registered caregiver on behalf of a registered qualified patient, and that the product received the required testing.
- (15) Providing the commission and state agencies with access to information in the database that they are authorized to access.
- (16) Providing licensees with access only to the information in the system that they are required to receive before a sale, transfer, transport, or other activity authorized under a license issued under this article.
- (17) Securing the confidentiality of information in the database by preventing access by a person who is not authorized to access the statewide seed-to-sale tracking system or is not authorized to access the particular information.
- (18) Providing analytics to the commission regarding key performance indicators such as the following:
  - a. Total daily sales.
  - b. Total cannabis plants in production.
  - c. Total cannabis plants destroyed.
  - d. Total inventory adjustments.
- (b) If the statewide seed-to-sale tracking system is capable of allowing the Applicant to access or enter information into the statewide seed-to-sale tracking system without use of a third-party inventory control and tracking system, the Applicant may access or enter information into the statewide seed-to-sale tracking system directly and the Applicant will not be required to adopt and use a third-party inventory control and tracking system.



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

The Applicant will plan for proper maintenance and storage of cannabis and medical cannabis by adhering to the following operating procedures.

# **Designated Storage Areas**

Cannabis and medical cannabis will be stored in a secure and locked area that is inaccessible to the public. The storage area will be kept clean and well-ventilated. Additionally, the Applicant will establish secure storage areas, such as locked cabinets, safes, or vaults, to store cannabis and medical cannabis in order to prevent unauthorized access.

#### **Limited Access**

Access to the storage area will be restricted to essential personnel only, with access granted to each individual employee based on their position and job responsibilities.

# **Inventory Control**

A detailed inventory of all cannabis will be maintained at all times. The inventory will include the product name, quantity, date of purchase, and expiration date. Transportation agents and Facility Managers will verify the quality and integrity of cannabis upon receipt and prior to distribution. Facility managers will also ensure that cannabis is stored in a manner that minimizes the risk of contamination or spoilage. The temperature and humidity of cannabis will be monitored in storage areas to ensure optimal conditions. Additionally, the Applicant will:

- 1. Establish a system of record keeping that tracks the receipt, storage, and distribution of cannabis and medical cannabis.
- 2. Maintain a secure inventory system to track the amount of cannabis in possession at all times.
- 3. Ensure that all cannabis and medical cannabis products are stored in accordance with local, state, and federal laws.



#### **Security Measures**

Security cameras, alarms, and other measures will be installed to ensure the safety of the cannabis. The Applicant will ensure that all personnel handling cannabis adheres to safety protocols and procedures. The Applicant will immediately report any theft or loss of cannabis to the proper authorities, and to the Commission.

#### Maintenance Schedule

A maintenance schedule will be established to ensure that all cannabis and medical cannabis is in good condition. This will include inspections of the storage area, the products, and any associated equipment. The Applicant will conduct regular inspections of cannabis storage areas to ensure compliance with established policies and procedures. All personnel who handle cannabis and medical cannabis are required to have undergone appropriate training.

# Disposal

All expired, damaged, or otherwise unusable cannabis and medical cannabis will be disposed of in accordance with local, state, and federal regulations. Any cannabis that has expired or been damaged will be disposed of in a safe and secure manner.

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

1. The Applicant will establish a vetting process for cannabis transportation agents: All cannabis transportation agents employed by the Applicant will be required to undergo a thorough background check. This will include a review of criminal history, driving record, and any prior experience with transporting cannabis or other controlled substances.

- 2. Require insurance coverage: Cannabis transportation agents will be required to carry insurance coverage for their vehicle and cargo. This will ensure that any losses incurred during transportation are covered.
- 3. Put in place security protocols: The Applicant will have a set of security protocols in place to protect its cargo including the use of GPS tracking devices, alarm systems, and other security measures.
- 4. Required training: The Applicant will require that all cannabis transportation agents undergo a training program to ensure that they are knowledgeable about the laws and regulations related to transporting cannabis.
- 5. Establish reporting requirements: The Applicant will require that all transportation agents report any criminal activity incidents or accidents that occur during transport to the Applicant's Transportation Manager, the Commission, the police, and all appropriate authorities. This will help to ensure that any issues are addressed quickly and appropriately.

# Reporting - Transportation Agent Instructions

It is the responsibility of every transportation agent who witnesses or suspects criminal activity, either at the transportation facility or during assigned routes, to report it immediately to the agent-in-charge or the authorities. Applicant, immediately upon discovery, will report all criminal activity occurring on the premises to the local Police and the Commission within 24 hours of the discovery of the following situations:

- A significant discrepancy in its inventory or a difference in actual inventory compared to records
- Suspected diversion, theft, loss, or any other criminal activity pertaining to the operations of the dispensary, including by an agent
- The loss or unauthorized alteration of records related to Cannabis or transportation agents
- Any suspicious activity involving the sale, distribution, manufacturing, or production
  of cannabis by any person on the premises.
- Unauthorized destruction of cannabis products by any person.



Any other breach in security.

The Applicant will also provide written notice of the criminal activity to the local police and the Department after the discovery of the activity. This written report will detail the following:

- Date and time of the discovery of the occurrence
- The circumstances of the criminal activity
- An accurate inventory of the quantity and brand names of the cannabis, cannabis products, or other items diverted, stolen, lost, destroyed, or damaged
- Confirmation that the city police department was notified
- Measures being taken to prevent further criminal activity

The Applicant will provide the local Police Department with the current name and telephone number(s) of at least one 24-hour on-call agent to address and resolve complaints and to respond to emergency operating problems or concerns associated with the transportation facility. The Applicant will maintain and make available all documentation related to an occurrence that is reportable and will cooperate with any law enforcement investigations or directives from the Commission.

Given the internalized, secretive nature of agent theft, most companies struggle to detect fraud and conduct an agent theft investigation. Therefore, the Applicant will establish a toll-free internal agent theft tip hotline program. An anonymous or whistle-blower toll-free telephone number gives concerned transportation agents opportunities to provide information on theft and other criminal activities happening in the workplace without fear of retribution. This theft hotline is one of the most effective tools in investigating a theft in the workplace. The theft tip hotline will be operated by a third-party company that will communicate concerns to senior management. The hotline will allow honest transportation agents to report secretive theft concerns to senior management for review and follow-up.

# Armed Robbery Response Training

The Applicant will emphasize transportation agent training and procedural documentation on how to respond to an armed robbery. To help prevent escalation, the Applicant will install duress alarms to convey that the user is being forced to turn off the alarm system and hold up alarms in both the transportation facility and vehicles to communicate a robbery in progress. Additionally, having an easy-to-follow post-robbery protocol after an incident will greatly reduce stress and decrease the time to resume business.

All transportation agents will receive training concerning procedures that will be implemented in the event of an attempted robbery. The primary objective of these procedures will be the protection of human life. Senior management will be primarily responsible for implementing these procedures and for directing others during an event.

The Applicant will be using an internet-based "Armed Robbery Response Training Program" which educates and trains transportation agents in effectively dealing with an armed robbery if one should occur. The Applicant feels that educating transportation agents on best practices during an armed robbery will minimize the risk of injury during a robbery. Transportation agents will acquire the knowledge, procedures & confidence to respond to a robbery safely & effectively. In addition, the program is designed to assist in getting back to normal business operations as quickly as possible in the event of an armed robbery.

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

Employees will be trained in the Company's facility and vehicle safety features, fire prevention plan, emergency procedure action plans, inhalation hazards, respiration protection, worksite hazards and threats, and alarms, which will be clearly marked and made known to all employees. Workplace safety will be the responsibility of all employees. All



employees must become certified in first aid, CPR, and AED. These certifications will be renewed every two years. The vehicle's and facility's safety features, such as the locations of fire extinguishers and alarms, are first on the list when it comes to training a new hire.

# **Emergency Planning**

How companies handle significant events can have a long-term effect on their business operations. It is imperative that transportation agents prepare for unfavorable events in order to avoid panic, handle a situation optimally, and resume work promptly. By implementing training for stressful events, transportation agents can act dutifully, and more confidently should the scenario occur.

The Applicant will prepare for, protect against, and handle any crises that affect the security or operation of transportation agents or the facility in the event of a fire, flood, other natural disasters, or other situations of local, state, or national emergency. At least two emergency preparedness drills will be conducted every calendar year. In case of an emergency, it will be the responsibility of the transportation manager on duty to evaluate an emergency, see that appropriate action is taken, determine whether outside support is needed, and summon support, if necessary. Management will also ensure there is a valid phone number on file for all transportation agents, managers, volunteers, third-party contractors who work on-site, and the owner.

The Applicant will have emergency supplies ready in case of an emergency. The Applicant will actively educate transportation agents on a standard response safety protocol system, which will be outlined in the transportation agent manual, and use it to enable a rapid response during unforeseen events. By utilizing the standard response safety protocol system, the Applicant will allow for a more predictable and uniform series of actions as an event unfolds. The Applicant will standardize the protocol vocabulary so all transportation agents will understand the response and status of the event, providing continuity of expectations and actions. The standard response safety protocols will be understood and rehearsed by all transportation agents and coordinated with local emergency responders if possible.



#### **Evacuation Protocol**

In case of fire, industrial accident, bomb threat, or other emergencies, an evacuation protocol will be used to move transportation agents from the transportation facility to an external rallying point. The transportation facility will have pre-determined evacuation routes clearly posted in all work areas, and transportation agents will be briefed on these routes and periodically rehearse them. Upon the initiation of the evacuation protocol, all transportation agents will immediately cease their work activity and assist visitors to the pre-determined evacuation rally site. Transportation agents assigned a safety function should be the last to exit the building whenever possible. One transportation agent will be assigned to take the First Aid Kit as they leave the building. A designated agent will notify the Police and Fire Department by calling 911. All transportation agents will remain at the pre-determined rallying site until all transportation agents have been accounted for.

Additional steps to be taken in the event of a fire include:

- 1. If a fire cannot be easily and safely extinguished by the transportation agents discovering it, immediately notify all persons present of the fire
- 2. Direct all persons present to evacuate the building using the nearest safe exit
- 3. If possible, turn off electrical equipment and close doors against the fire

Additional steps to be taken in the event of a bomb threat include:

- 1. Reinforce that bomb threats will be taken seriously
- 2. A transportation agent receiving a bomb threat will notify their supervisor and/or a member of the senior management immediately

#### **Severe Weather Shelter Protocol**

During severe weather events such as tornadoes or blizzards, a shelter protocol will be initiated for group and self-protection. The shelter protocol may be necessary to protect transportation agents and visitors during severe weather events where seeking hardened protection is prudent. Upon the initiation of shelter protocol, all transportation agents will cease all work activity and assist purchasers and visitors to a pre-determined hardened shelter and await further instructions. All transportation agents will remain at the pre-determined rallying site until all transportation agents have been accounted for.



## Workplace Violence

The Applicant is committed to the safety and health of its transportation agents, clients, and the local community. The Applicant will refuse to tolerate any form of violence in the workplace and will make every effort to prevent violent incidents from occurring by implementing a Workplace Violence Prevention Program (WVPP). All managers and transportation agents are responsible for implementing and maintaining our WVPP. The Applicant will require prompt and accurate reporting of all violent incidents whether a physical injury has occurred or not. The Applicant will prohibit discrimination against victims of workplace violence. All transportation agents, including managers, are responsible and accountable for using safe work practices, for following all directives, policies, and procedures, and for assisting in maintaining a safe and secure work environment.

Training transportation agents using online resources and onsite drills ensures transportation agents are well-versed in the policies that will best protect them during an incident of workplace violence. Training topics include: examples of workplace violence; company policies; safe confrontation and communication; crisis reporting; and mediation training for management to encourage healthy communication and conflict resolution among transportation agents. The Applicant will provide resources for transportation agents to seek counseling for issues such as anger management.

The Applicant will not tolerate unsafe non-physical behavior such as stalking, harassment, or other attempts at intimidation by transportation agents and contractors or by patients and caregivers, who may intentionally or unintentionally violate Applicant's Zero-Tolerance Policy for acts of workplace violence or harassment. If another agent, visitor, or guest becomes aggressive or violent, a manager will be notified immediately. Management will be trained by a security consultant on how to deal with workplace violence. Violence initiated by an agent may result in termination.

#### **Power Outage**

If there is a loss of power, designated transportation agents with flashlights will direct all transportation agents and purchasers to the front waiting area until power resumes. All



transportation agents will remain in the designated waiting area until full accountability of transportation agents is determined. Purchasers may be permitted to leave.

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

The Applicant's Alcohol, Smoke, and Drug Free Workplace Policy is intended to ensure a safe and healthy working environment for the Applicant and all of its employees.

The use of drugs and alcohol on the Company's premises is strictly prohibited. Employees are also not permitted to come into work under the influence of drugs and/or alcohol. If a manager has reasonable grounds to suspect that an employee's use of drugs and/or alcohol may adversely affect the employee's job performance or the safety of the employee or others in the workplace, the manager may request alcohol and/or drug screening. Reasonable suspicion may be based on objective symptoms such as the employee's appearance, behavior, or speech.

#### Policies include:

- 1. All employees are expected to comply with all applicable local, state, and federal laws regarding the use, possession and sale of alcohol, tobacco, and/or drugs.
- 2. The possession, sale, transfer, or use of alcohol, tobacco, and/or drugs in the workplace is strictly prohibited.
- 3. Employees are also prohibited from being under the influence of alcohol, tobacco, and/or drugs while on the Applicant premises or while operating a vehicle or other equipment owned or leased by Alabama cannabis transporters.
- 4. Employees are prohibited from using or possessing alcohol, tobacco, and/or drugs while on duty or while operating a vehicle or other equipment owned or leased by Alabama cannabis transporters.
- 5. Employees are expected to report any violation of this policy to management.



- 6. Any employee found to be in violation of this policy or who is suspected of being under the influence of alcohol, tobacco, and/or drugs while on duty will be subject to disciplinary action, including possible termination of employment.
- 7. The Applicant reserves the right to require drug and/or alcohol testing of any employee at any time, with or without cause. Refusal to submit to such testing may result in disciplinary action, up to and including termination of employment.
- 8. The Applicant reserves the right to modify this policy at any time.

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

The Applicant is an equal opportunity employer and, as such, will adhere strictly to all state and federal civil rights codes. The Applicant will abide by federal employment laws, such as the Fair Labor Standards Act (FLSA), the Occupational Health and Safety Act (OSHA), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e and following), Age Discrimination in Employment Act (ADEA) at 29 U.S.C. 621-634, Americans With Disabilities Act (ADA), at 42 U.S.C. 12101-12213, the Equal Pay Act (29 U.S.C. 206(d)), and the Immigration Reform and Control Act of 1986 (IRCA) at 8 U.S.C. 1324. In addition, the Alabama Department of Labor laws will be strictly followed.

These laws are the foundation for the employment plan generated by the Applicant. All employees will be treated in a professional manner. It is the goal of the Applicant to attain the respect and support of the local community and this can only be achieved by respecting and supporting all employees.

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

## Recordkeeping

The Applicant will value records as a means to improve operations, manage finances, assist with internal and external audits, and provide the Commission, local officials, or local law



enforcement with information. The Applicant will maintain accurate books and records in an electronic format, detailing all of the revenues and expenses of the business, and all of its assets and liabilities. The Applicant plans to store records within the Security Room. Records will be secured and backed up daily to prevent tampering, theft, or destruction of records. Records will have safeguards against unauthorized erasures and changes in data after the information has been entered and verified by the Applicant. All physical documents, such as transaction records, inventory records, security records, audit records, business records, and financial records will be stored electronically in redundant and geographically dispersed tier-rated data centers to provide the maximum level of security and compliance with all state and federal document storage and confidentiality rules.

For the storage and retrieval of information, The Applicant will use a system that:

- Guarantees the confidentiality of the information contained therein
- Is capable of providing safeguards against erasures and unauthorized changes in data
   after the information has been entered and verified by the facility
- Is capable of being reconstructed in the event of a computer malfunction or accident resulting in the destruction of the data bank.

All physical documents, such as transaction records, inventory records, security records, audit records, business records, and financial records will be encrypted electronically to provide the maximum level of security and compliance with all state and federal document storage and confidentiality rules. The agent-in-charge will be responsible for maintaining all files subject to audit or inspection by the Commission.

All records will be maintained electronically for a minimum of five years and be made available for inspection by the Commission upon request. Maintained records include, but are not limited to, the following:

- Operating Procedures
- Inventory Records, Policies, and Procedures
- Security Records
- Audit Records



- Staff Training Plans and Completion Documentation
- Staffing Plan
- Business Records (such as assets and liabilities, monetary transactions, bank statements, journals, ledgers, agreements, checks, invoices, receipts, and vouchers, etc.)

The Applicant will also maintain accurate sale records for every sale made to a customer. These records will contain, at minimum, the following information:

- A complete and accurate record of cannabis held, purchased, sold, or otherwise
  disposed of, and will preserve and keep all invoices, bills of lading, returns, and other
  pertinent papers and documents relating to the transportation or disposition of
  cannabis. Records will be maintained in the State of Alabama and all original invoices
  or copies thereof covering purchases of cannabis will be retained on the licensed
  premises for a period of five years after such purchase.
- Books, records, papers, and documents will, at all times during the usual business
  hours of the day, be subject to inspection by the Commission or its duly authorized
  transportation agents and transportation agents. The books, records, papers, and
  documents for any period with respect to which the Commission is authorized to
  issue a notice of tax liability will be preserved until the expiration of that period.

# **Inventory Reconciliation and Auditing**

The Applicant recognizes that the simplest and most effective way to detect internal theft is to maintain an accurate inventory. In order to maintain an accurate inventory, the Applicant will use a reputable inventory control system to track all cannabis in the company's possession. This system will prevent any cannabis from being unaccounted for or misidentified. Since inventory management serves to deter theft and diversion of cannabis, a strong auditing program will enable ongoing inventory controls and procedures for the conduct of inventory reviews and comprehensive inventories of cannabis. All inventories, procedures, and other documents related to inventory control will be maintained on the



premises and made available immediately upon request for inspection and copying by the Commission or law enforcement.

The agent-in-charge shall have primary oversight of the cannabis inventory verification system and the point-of-sale system. The inventory point-of-sale system shall be real-time, web-based, and accessible by the Commission at any time. The point-of-sale system shall track, at a minimum the date of transportation, amount, location of pick-up and drop-off, and currency.

The Applicant will utilize an inventory control system approved by the Commission to track and report on all aspects of operations including, but not limited to cannabis tracking, inventory data, and other information. These systems will:

- Ensure compliance with state law
- Produce historical transactional data for review
- · Accurately document the location, amounts, and descriptions of all cannabis

The Applicant will establish an account with the State's verification system that documents:

- Beginning inventory, acquisitions, deliveries, disposal, and ending inventory.
- A description of the products (including the quantity, strain, variety, and batch number of each product); and the name and registry identification number of the licensed transportation agent delivering the cannabis.
- The disposal of cannabis, including: A description of the products, including the
  quantity, strain, variety, batch number, and reason for the cannabis being disposed
  of; The method of disposal; and the date and time of disposal.

Before commencing business, the Applicant will conduct a comprehensive inventory of all forms of cannabis. The Applicant will establish inventory controls and procedures for the conduct of inventory reviews and comprehensive inventories of stored, usable and unusable cannabis, which will enable the Applicant to detect any diversion, theft, or loss in a timely manner.

All inventories will be maintained in electronic format and will include the date of the inventory, a summary of the inventory findings, and the names, electronic signatures, and titles of the individuals who conducted the inventory. The agent performing the inventory will directly input their findings into a device that interfaces with the inventory control system.

The Applicant will perform an inventory reconciliation daily. In conducting the inventory reconciliation, the Applicant will verify that its inventory is consistent with all inventory records. The Applicant will maintain the results of the inventory reconciliation in its records and will make the results available to the city, or the Commission upon request. If a discrepancy is discovered between physical inventory and inventory records, the Applicant will notify the Commission in writing within 24 hours of first discovery.

Any changes made to the inventory system (e.g., product conversion vouchers, quantity adjustments, shake, by-product vouchers, physical inventory adjustments, item edits, etc.) will be reviewed and approved by management. Reconciliations to inventory will be performed twice, by two separate transportation agents, including one not involved in regular inventory management. Any problems or concerns with the reconciliation will be brought to the attention of the agent-in-charge, who will immediately take all appropriate steps including, but not limited to, contacting the appropriate authorities if there is suspected criminal activity.

#### Cybersecurity

Since even small businesses can be vulnerable to cyberattacks, the Applicant will take all necessary steps to protect the information of its transportation agents, owners, board members, and other individuals who have shared sensitive information. Computer programs will be monitored and a secure operating system will be installed by a certified computer technician. Any personal health information will be maintained in accordance with applicable federal or state laws. All data will be uploaded to the State's verification system on a secure network owned by the Applicant.

The Applicant will limit the use of passwords to registered, authorized transportation agents. Access to the security equipment and computer will be password protected. Management



will be required to safeguard this password by keeping it confidential and not writing it down in an area that could be accessed by others.

To protect the safety and privacy of customers and to prevent potential diversion, the use of cell phones and cameras by transportation agents and visitors will be prohibited in the Limited and Restricted Access areas. The use of company-provided electronic communication tools by facility transportation agents will be exclusively related to company business. Any facility or transportation agents may not access the Internet or use the facility computers or e-mail accounts for non-business use at any time.

The Applicant's information and cyber security program will engage a wide range of strategies, tactics and tools including:

- Security packages verifying user sign-on to computers, log recordings, and password verifications, which change every 90 days
- Anti-virus and anti-malware software to detect and prevent cyber-attacks, intrusions, and theft of digital records.
- Strengthen domain and network security, establish strong password policies, create a regular patching routine, and segment networks
- Conduct annual third-party vulnerability hacking tests to check for weaknesses in the system
- Online security software conducting periodic scans, virus checks, elimination of malware, Trojan horses, and attempts at hacking into the system
- Hidden naming convention for the wireless system

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

The Applicant understands and will ensure strict compliance with the following regulations:



- "Cannabis waste" means all cannabis byproduct, scrap, harvested cannabis, and cannabis-infused products not intended for distribution to a dispensing organization.
- All cannabis waste will be destroyed and disposed of in accordance with the Rules issued by the Commission.
- Cannabis waste will be stored, secured, locked and managed in accordance with State regulations and as submitted and approved in the Applicant's Operations and Management Practices Plan;
- Liquid waste will be disposed of in compliance with the Alabama Department of Environmental Management regulations.
- Disposal of hazardous and chemical waste will be conducted in a manner consistent with federal. State and local laws.
- Cannabis waste will be rendered unusable following the methods approved by the Commission

The Applicant understands and will ensure strict compliance with the following regulations:

- Before the destruction of cannabis occurs, the Applicant will notify the Commission.
   The Commission may require that an employee of the Department be present during the destruction of any cannabis byproduct, scrap, and harvested cannabis, as applicable.
- The Applicant will provide the Commission, through the traceability system a minimum of seven days' notice prior to rendering the product unusable and disposing of the product.

The Applicant understands and will ensure strict compliance with the following regulations:

• To render cannabis waste unusable, the Applicant will grind and incorporate the cannabis plant waste with other ground materials, so the resulting mixture is at least 50% non-cannabis waste by volume. If other methods to render cannabis waste unusable are considered, the Applicant will receive approval by the Commission

before implementation. The material used to grind with the cannabis will be either compostable waste or non-compostable waste, as defined below:

- O 1) Compostable Mixed Waste: Cannabis waste to be disposed of as compost, feedstock or in another organic waste method (e.g., anaerobic digester) may be mixed with the following types of waste materials:
  - A) Food waste;
  - B) Yard waste;
  - C) Vegetable-based grease or oils; or
  - D) Other wastes approved by the Commission (e.g., agricultural material, biodegradable products and paper, clean wood, fruits and vegetables, plant matter).
- o Non-compostable Mixed Waste: Cannabis waste to be disposed of in a landfill or another disposal method (e.g., incinerator) may be mixed with the following types of waste materials:
  - A) Paper waste;
  - B) Cardboard waste;
  - C) Plastic waste;
  - D) Soil; or
  - E) Other wastes approved by the Commission (e.g., nonrecyclable plastic, broken glass, leather).
- Once cannabis byproduct, scrap, cannabis and cannabis-infused products are incorporated with non-consumable solid waste ("destroyed"), it shall be defined as "cannabis waste."

The Applicant will keep a record of the date of destruction and how much was destroyed. The Applicant will also keep a record of the date of disposal of the cannabis waste. The records for destruction and disposal will be maintained for five years.

The Applicant understands and will ensure strict compliance with the following regulations:

Cannabis waste will not be sold.

- Disposal of the cannabis waste rendered unusable will be delivered to a permitted solid waste facility for final disposition. Examples of acceptable permitted solid waste facilities include:
  - o 1) Compostable Mixed Waste: Compost, anaerobic digester, or other facility with approval of the jurisdictional health department;
  - o 2) Non-compostable Mixed Waste: Landfill, incinerator, or other facility with approval of the jurisdictional health department.
- All waste and unusable product will be weighed, recorded and entered into the Applicant's seed to sale inventory tracking system prior to mixing and disposal.
   Verification of this event will be performed by a supervisor and conducted in an area with video surveillance.
- Any nutrient-enriched grow media will be disposed of as required by the Alabama
   Department of Environmental Management and the associated rules, or land applied at agronomic rates.

Whenever possible, the Applicant will recycle or otherwise reduce its impact on local and regional landfills by sourcing sustainable products and reducing or eliminating unnecessary waste. The Applicant will also comply with all applicable waste management laws for businesses in Alabama, and all applicable sections of the Municipal Code. This includes establishing a secure restricted-access area for the destruction and disposal of cannabis goods and the storage of cannabis waste. The Applicant will engage an appropriate company serving the area, which is a fully permitted hauling service for cannabis waste and will keep proper records regarding the waste discarded and the method of disposal.

11.9 - Security Plan. Provided in Exhibit 20.



# Exhibit 12 - Policies & **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.

Daffnie Lashay Martin	Dwner	
Printed Name of Verifying Individual	Title of Verifying Individual	

byfini Rashay Martin

**Verification Date** Signature of Verifying Individual

A verified copy of the Applicant's proposed Policies and Procedures Manual, if available. If the Applicant's proposed Policies and Procedures Manual is unavailable. then the Applicant will provide an explanation as to why it is unavailable and when the Applicant expects it to be available.

#### CODE OF CONDUCT

Our Code of Conduct is built around the recognition that everything we do in connection with our business will be measured against the highest possible standards of ethical conduct. Our commitment to the highest standards will help us hire great people, deliver great service, and attract loyal customers. Respect for our customers, for the opportunity to serve them, and for our coworkers are foundational to our success, and something we will support every day.

Each employee at our organization has a personal responsibility to incorporate, and to encourage others to incorporate, the principles of the Code and values into our work. if any employee has a question or ever thinks that one of their coworkers or the company as a whole may be falling short of our commitment, don't be silent. We want to hear from you.

#### **Serve Our Customers**

Our customers will value us not only because we deliver great products and services, but because we hold ourselves to a higher standard in how we treat our customers and operate our business. Adherence to the following principles will help us to maintain that high standard:

#### Integrity

It is up to all of us to make sure we continually earn the trust of our customers. All our communication with our customers should increase their trust in us.

# Privacy, Security, and Freedom of Expression

Always remember that we are asking customers to trust us with their personal information. Preserving that trust requires that each of us respect and protect the privacy and security of that information. Our security procedures strictly limit access to and use of users' personal

information and require that each of us take measures to protect customer data from unauthorized access. Know your responsibilities under these procedures, and collect, use, and access customer personal information only as authorized by our Security Policies, our Privacy Policies, and applicable data protection laws.

## Responsiveness

Part of being useful and honest is being responsive: We recognize relevant user feedback when we see it, and we do something about it. We take pride in responding to communications from our users, whether questions, problems or compliments. If something is broken, fix it.

# **Support Each Other**

We are committed to a supportive work environment, where employees have the opportunity to reach their fullest potential. Our employees are expected to do their utmost to create a workplace culture that is free of harassment, intimidation, bias, and discrimination.

## **Equal Opportunity Employment**

Employment at our company is based upon individual merit and qualifications directly related to professional competence. We strictly prohibit unlawful discrimination or harassment on the basis of race, color, religion, veteran status, national origin, ancestry, pregnancy status, sex, gender identity or expression, age, marital status, mental or physical disability, medical condition, sexual orientation, or any other characteristics protected by law. We also make all reasonable accommodations to meet our obligations under laws protecting the rights of the disabled.

#### Harassment, Discrimination, and Bullying

Our company prohibits discrimination, harassment and bullying in any form – verbal, physical, or visual. If you believe you've been bullied or harassed by anyone at our company, we strongly encourage you to immediately report the incident to your supervisor, our CEO,

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or both. We will promptly and thoroughly investigate any complaints and take appropriate

action.

**Drugs and Alcohol** 

The use of drugs and alcohol on our premises is not permitted. Employees are also not

permitted to come into work under the influence of drugs and/or alcohol. Illegal drugs in our

dispensary or at sponsored events are strictly prohibited. If a manager has reasonable

suspicion to believe that an employee's use of drugs and/or alcohol may adversely affect the

employee's job performance or the safety of the employee or others in the workplace, the

manager may request alcohol and/or drug screening. Reasonable suspicion may be based on

objective symptoms such as the employee's appearance, behavior, or speech.

Safe Workplace

We are committed to a violence-free work environment, and we will not tolerate any level of

violence or the threat of violence in the workplace. Under no circumstances should anyone

bring a weapon to work. If you become aware of a violation of this policy, you should report

it to Human Resources immediately. In case of potential violence, contact our company

security or the police.

**Physical Security** 

If you're not careful, people may steal your stuff. Always secure your laptop, important

equipment, and your personal belongings, even while on our premises. Always wear your

badge visibly while on site. Don't tamper with or disable security and safety devices. Watch

people who "tailgate" behind you through our restricted access doors. Promptly report any

suspicious activity to our Security.

Obey the Law

We take our responsibilities to comply with laws and regulations very seriously and each of

us is expected to comply with applicable legal requirements and prohibitions.

**Dealing With Government Officials** 

Offering gifts, entertainment, or other business courtesies that could be perceived as bribes becomes especially problematic if you're dealing with a government official. "Government officials" include any government employee; candidate for public office; or employee of government-owned or controlled companies, public international organizations, or political parties. The U.S. Foreign Corrupt Practices Act specifically prohibits offering or giving anything of value to government officials to influence official action or to secure an improper advantage. This not only includes traditional gifts, but also things like meals, travel, political or charitable contributions, and job offers for government officials' relatives. Never give gifts to thank government officials for doing their jobs.

## Conclusion

We rely on one another's good judgment to uphold a high standard of integrity for ourselves and our company. We expect all employees to be guided by both the letter and spirit of our Code of Conduct. Speak up if you see something that you think

#### **RIGHTS & POLICIES**

The following section summarizes your legal rights as an employee of the Applicant. Questions about any policy detailed in this section may be addressed with a Human Resources representative.

#### Equal Opportunity Employment Policy

The Company provides equal employment opportunities to all applicants, without regard to unlawful considerations of or discrimination against race, religion, creed, color, nationality, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition or characteristics, marital status, or any other classification prohibited by applicable local, state or federal laws. This policy is applicable to hiring, termination and promotion; compensation; schedules and job assignments; discipline; training; working conditions, and all other aspects of employment with The Applicant. As an employee, you are expected to honor this policy and to take an active role in keeping harassment and discrimination out of the workplace.

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# Accommodation for Disabled Employees

We are happy to work with otherwise qualified disabled employees in order to accommodate limitations, in accordance with the Americans with Disabilities Act (ADA). It is up to the employeeto approach his or her supervisor with this request and to provide medical proof of his or her needs upon the Company's request.

We are also happy to accommodate employees diagnosed with life-threatening illnesses. Such employees are welcome to maintain a normal work schedule if they so desire, provided that we receive medical papers proving their work cannot harm themselves or others and their work remains at acceptable standards.

# **Employment of Minors**

As per the Rules issued by the Department, all employees must be at least 21 years old to work for the Company

# **Employment of Relatives**

The employment of relatives can prove problematic, particularly in situations where relatives share a department or a hierarchical relationship. The Company will not hire relatives to work in the company will not hire relatives to work in the company will not hire relatives to work in the company will not hire relatives to work in the company will not hire relatives to work in the company will not hire relatives to work in the company will not hire relatives to work in the company will not hire relatives to work in the company will not hire relatives to work in the company will not hire relatives to work in the company will not hire relatives to work in the company will not hire relatives to work in the company will not hire relatives to work in the company will not hire relatives to work in the company will not hire relatives to work in the company will not hire relative to the company will not hire relativeany potentially disruptive situation. An employee must inform us if he or she becomes a coworker's relative. If at any time we perceive the situation to be dysfunctional, we may have to reassign or ask for one relative's resignation in order to remedy the situation.

#### **Religion & Politics**

The Applicant is respectful of all employees' religious affiliations and political views. We ask that if you choose to participate in political action, you do not associate the Company in any way. We are happy to work with employees to accommodate political and religious obligations, providedaccommodations are requested from a manager in advance.

# Private Information

Employee information is considered to be private and only accessed on a need-to-know basis. Your healthcare information is completely confidential unless you choose to share it. In some cases, employees and management may receive guidelines ensuring adherence to the Health Insurance Portability and Accountability Act (HIPAA).

Personnel files and payroll records are confidential and may only be accessed for legitimate reasons. If you wish to view your files, you must set up an appointment in advance with Human Resources. A Company-appointed recordkeeper must be present during the viewing. You may only make photocopies of documents bearing your signature, and written authorization is needed to remove a file from Company premises. You may not alter your files, although you may add comments to items of dispute.

Certain information, such as dates of employment and rehiring eligibility, are available by request only. We will not release information regarding your compensation without your written permission.

# Leaves of Absence

Employees requiring time off from work may apply for a leave of absence.

All leaves must be approved by management. For planned leaves, employees must submit requests at least 1 day in advance. Emergency leaves must be requested as soon as possible. Accepting/performing another job or applying for unemployment benefits during leave will be considered a voluntary resignation.

We consider all requests in terms of the effect on the Company and reserve the right to approve or deny requests at will, except when otherwise directed by law. Any request for a leave of absence due to disability will be subject to an interactive review. A medical leave request must be supported in a timely manner by a certification from the employee's healthcare provider.

Extension of leave must be requested and approved before the current leave ends. No employee is guaranteed reinstatement upon returning from leave unless the law states otherwise. However, the Company will try to reinstate each returning employee in his or her old position or one that is comparable.

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Below are the three main types of leave that the Applicant offers employees. Some, but not all,

are governed by law.

Work-Related Sickness & Injury

Employees eligible for Worker's Compensation rendered unable to work because of a work-related injury or illness will receive an unpaid leave for the period required. For eligible

employees, the first 12 weeks will be treated concurrently as a family and medical leave under

FMLA.

Maternity

An employee disabled on account of pregnancy, childbirth, or a related medical condition may

 $request an unpaid \, leave \, of absence \, of up \, to \, four months. \, Time \, off \, may \, be \, requested \, for \, prenatal \, and \, be a constant of the constan$ 

care, severe morning sickness, doctor-ordered bed rest, and recovery from childbirth.

**Election Days** 

Provided an employee's schedule does not allow time for voting outside of work, and that he/she

is a registered voter, he/she may take up to two hours, with pay, at the beginning or end of a

workday, to vote in local, state or national elections.

Vacation Policy

It is the policy of The Applicant to provide each full-time employee with vacation time on a

 $periodic basis. \ The amount of vacation to which an employee becomes entitled is determined by$ 

the employee's length of service as of his or her employment anniversary date.

For full-time employees, vacation accrues as follows:

1. At the end of the first year of employment, 10 days of vacation.

 $2. \ \ Two \, years \, or \, more \, but \, less \, than \, five \, years \, of \, employment, 15 \, days \, of \, vacation \, per \, year.$ 

3. Five years or more but less than 10 years of employment, 20 days of vacation per year.

4. Ten years or more of employment, 25 days of vacation peryear.

Part-time employees earn vacation on their employment annivers ary date in the proportion that their normally scheduled work hours bear to 40 hours per week (e.g. part-time employee who

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usually works 20 hours per week would earn 20 hours of vacation upon completing the first year of employment).

Vacation time may not be taken until it is earned. Earned vacation must be taken. Employees are not entitled to pay in lieu of taking time off for vacation.

# Policies for Screening and Monitoring Employees

We will implement a strict policy for post-hire reporting. Employees will be required to report all arrests and convictions, disqualifying or not, to human resources, within 24 hours. Employees arrested for a disqualifying offense must report to State officials within ten days and will be immediately terminated when the Company is notified. However, since we cannot depend solely on self-reporting for high-risk offenses, a third-party background screener will conduct background checks every 30 days. Any employee who is caught stealing or committing a crime will be immediately reported to the police.

Surveillance cameras and controlled-access doors will be used to monitor employees and their movement from room to room. Such monitoring in real time and historical footage will be examined to ensure security equipment is functioning as intended, credentials and access codes have not been shared, and that there is no suspicious activity. Footage will also be inspected for diversion, inversion, and visible non-compliance with procedures and security plans.

#### Recruitment Process

#### 1) Build the pool

- Search for local talent Post job descriptions locally, with a focus on the local community.
- If not entry-level then search for talent within the Company. Promoting from within improves staff productivity and morale.
- Reach out to top performing employees to get recommendations; Look for strong work ethic.

 Reach out to professional contacts who are good networkers and involved in the local community.

# 2) Resume/Cover letter screen

- Scan for experience in the currently open position(s)
- Divide into "consider" and "do not consider."
- Send rejection emails to "do not consider" applicants

# 3) 20-minute phone interview

- The purpose is to screen for polished, personable verbal communicators, note interest/passion level, and begin to probe into open position experience.
- Look for proactivity, problem-solving, detail orientation, and organization skills.
- · Send any necessary rejections

# 4) In-person interview

- Probe more on handling stressful situations and thriving in a fast-paced environment.
- Test analytical/creative problem-solving and negotiation/conflict resolution skills by probing past experiences and job simulation exercises.
- Possible exercises:
  - Scenarios of day-to-day operations and how prospective employees handle the situation

# 5) Final Interview with company CEO

- The purpose is to have a more experienced manager evaluate the finalists
- · Send any necessary rejections

# 6) Reference checks

- For finalists
- Focus on qualities that were not fully evaluated through interviews.



Identify any red flags

# 7) Decision

• The Company management makes its final hiring decision.

# 8) Offer and acceptance

• Then make the final rejections

# 9) Set start date and plan orientation

# Alcohol, Smoke, and Drug-Free Workplace Policy

This Alcohol, Smoke, and Drug Free Workplace Policy is intended to ensure a safe and healthy working environment for the Applicant and all of its employees.

The use of drugs and alcohol on the Applicant's premises is strictly prohibited. Employees are also not permitted to come into work under the influence of drugs and/or alcohol. If a manager has reasonable grounds to suspect that an employee's use of drugs and/or alcohol may adversely affect the employee's job performance or the safety of the employee or others in the workplace, the manager may request alcohol and/or drug screening. Reasonable suspicion may be based on objective symptoms such as the employee's appearance, behavior, or speech.

#### Policies include:

- 1. All employees are expected to comply with all applicable local, state, and federal laws regarding the use, possession and sale of alcohol, tobacco, and/or drugs.
- 2. The possession, sale, transfer, or use of alcohol, tobacco, and/or drugs in the workplace is strictly prohibited.
- 3. Employees are also prohibited from being under the influence of alcohol, tobacco, and/or drugs while on the Applicant premises or while operating a vehicle or other equipment owned or leased by Alabama cannabis transporters.

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4. Employees are prohibited from using or possessing alcohol, tobacco, and/or drugs while on duty or while operating a vehicle or other equipment owned or leased by

Alabama cannabis transporters.

5. Employees are expected to report any violation of this policy to management.

6. Any employee found to be in violation of this policy or who is suspected of being

under the influence of alcohol, tobacco, and/or drugs while on duty will be subject to

disciplinary action, including possible termination of employment.

7. The Applicant reserves the right to require drug and/or alcohol testing of any

employee at any time, with or without cause. Refusal to submit to such testing may

result in disciplinary action, up to and including termination of employment.

8. The Applicant reserves the right to modify this policy at any time.

Policy Against Workplace Harassment

The Applicant is committed to providing a work environment for all employees that is free

from sexual harassment and other types of discriminatory harassment. Employees are

expected to conduct themselves in a professional manner and to show respect for their co-

workers.

The Applicant's commitment begins with the recognition and acknowledgment that sexual

harassment and other types of discriminatory harassment are, of course, unlawful. To

reinforce this commitment, The Applicant has developed a policy against harassment and a

reporting procedure for employees who have been subjected to or witnessed harassment.

This policy applies to all work-related settings and activities, whether inside or outside the

workplace.

The Applicant's property may not be used to engage in conduct that violates this policy. The

Applicant's policy against harassment covers employees and other individuals who have a

relationship with the Applicant which enables the Applicant to exercise some control over

the individual's conduct in places and activities that relate to the Applicant's work.

Prohibition of Sexual Harassment: The Applicant's policy against sexual harassment prohibits sexual advances or requests for sexual favors or other physical or verbal conduct of a sexual nature, when:

- 1. submission to such conduct is made an express or implicit condition of employment;
- 2. submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual who submits to or rejects such conduct; or
- 3. such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, humiliating, or offensive working environment.

While it is not possible to list all of the circumstances which would constitute sexual harassment, the following are some examples:

- 1. unwelcome sexual advances -- whether they involve physical touching or not;
- requests for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment; or
- 3. coerced sexual acts.

Depending on the circumstances, the following conduct may also constitute sexual harassment:

- use of sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life;
- 2. sexually oriented comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- 3. displaying sexually suggestive objects, pictures, cartoons;
- 4. unwelcome leering, whistling, deliberate brushing against the body in a suggestive manner;
- 5. sexual gestures or sexually suggestive comments;
- 6. inquiries into one's sexual experiences; or
- 7. discussion of one's sexual activities.

While such behavior, depending on the circumstances, may not be severe or pervasive enough to create a sexually hostile work environment, it can nonetheless make co-workers uncomfortable. Accordingly, such behavior is inappropriate and may result in disciplinary action regardless of whether it is unlawful.

It is also unlawful and expressly against the Company's policy to retaliate against an employee for filing a complaint of sexual harassment or for cooperating with an investigation of a complaint of sexual harassment.

Prohibition of Other Types of Discriminatory Harassment: It is also against the Applicant's policy to engage in verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, gender, religion, sexual orientation, age, national origin, disability, or other protected category (or that of the individual's relatives, friends, or associates) that: (1) has the purpose or effect of creating an intimidating, hostile, humiliating, or offensive working environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Depending on the circumstances, the following conduct may constitute discriminatory harassment: (1) epithets, slurs, negative stereotyping, jokes, or threatening, intimidating, or hostile acts that relate to race, color, gender, religion, sexual orientation, age, national origin, or disability; and (2) written or graphic material that denigrates or shows hostility toward an individual or group because of race, color, gender, religion, sexual orientation, age, national origin, or disability and that is circulated in the workplace, or placed anywhere in the Applicant's premises such as on an employee's desk or workspace or on the Applicant's equipment or bulletin boards. Other conduct may also constitute discriminatory harassment if it falls within the definition of discriminatory harassment set forth above.

It is also against the Applicant's policy to retaliate against an employee for filing a complaint of discriminatory harassment or for cooperating in an investigation of a complaint of discriminatory harassment.

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Reporting of Harassment: If you believe that you have experienced or witnessed sexual

harassment or other discriminatory harassment by any employee, report the incident

immediately to your supervisor or principal. Possible harassment by others with whom the

Applicant has a business relationship, including customers and vendors, should also be

reported as soon as possible so that appropriate action can be taken.

The Applicant will promptly and thoroughly investigate all reports of harassment as

discreetly and confidentially as practicable. The investigation would generally include a

private interview with the person making a report of harassment. It would also generally be

necessary to discuss allegations of harassment with the accused individual and others who

may have information relevant to the investigation. The Applicant's goal is to conduct a

thorough investigation, to determine whether harassment occurred, and to determine what

action to take if it is determined that improper behavior occurred.

If the Applicant determines that a violation of this policy has occurred, it will take

appropriate disciplinary action against the offending party, which can include counseling,

warnings, suspensions, and termination. Employees who report violations of this policy and

employees who cooperate with investigations into alleged violations of this policy will not

be subject to retaliation.

Compliance with this policy is a condition of each employee's employment. Employees are

encouraged to raise any questions or concerns about this policy or about possible

discriminatory harassment with the supervisor or principal.

Safety Policies and Procedures

Workplace safety is about preventing injury and illness to employees in the workplace.

Therefore, it's about protecting the applicant's most valuable asset: its employees. By

protecting the employees' well-being, the Applicant will reduce the amount of money paid

out in health insurance benefits, workers' compensation benefits and the cost of wages for

temporary help.

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14 IDW

Addressing Safety and Health Hazards in the Workplace

To make the workplace safer, the applicant has to acknowledge which potential health and safety hazards are present. Or determine where and what and how a worker is likely to become injured or ill. It starts with analyzing individual workstations and program areas for hazards — the potential for harm — be it a frayed electrical cord, repetitive motion, toxic chemicals, mold, lead paint or lifting heavy objects.

Employees will be trained in the Applicant's facility and vehicle safety features, fire prevention plan, emergency procedure action plans, inhalation hazards, respiration protection, worksite hazards and threats, and alarms, which will be clearly marked and made known to all employees. Workplace safety will be the responsibility of all employees. All employees must become certified in first aid, CPR, and AED. These certifications will be renewed every two years. The vehicle's and facility's safety features, such as the locations of fire extinguishers and alarms, are first on the list when it comes to training a new hire.

# Workplace Safety Program

Any policy, procedure or training used by the Company to further the safety of employees while working within the workplace environment is considered part of a workplace safety program. Workplace safety programs to reduce work-related injury and illness are concerned with:

- promoting and rewarding safe practices at work
- · reducing injuries and illnesses at work
- eliminating fatalities at work

# **Emergency Planning**

How companies handle significant events can have a long-term effect on their business operations. It is imperative that transportation agents prepare for unfavorable events in order to avoid panic, handle a situation optimally, and resume work promptly. By

implementing training for stressful events, transportation agents can act dutifully, and more confidently should the scenario occur.

The Applicant will prepare for, protect against, and handle any crises that affect the security or operation of transportation agents or the facility in the event of a fire, flood, or other natural disaster, or other situations of local, state, or national emergency. At least two emergency preparedness drills will be conducted every calendar year. In case of an emergency, it will be the responsibility of the transportation manager on duty to evaluate an emergency, see that appropriate action is taken, determine whether outside support is needed, and summon support, if necessary. Management will also ensure there is a valid phone number on file for all transportation agents, managers, volunteers, third-party contractors who work on site, and the owner.

The Applicant will have emergency supplies ready in case of an emergency. Applicant will actively educate transportation agents on a standard response safety protocol system, which will be outlined in the transportation agent manual, and use it to enable a rapid response during unforeseen events. By utilizing the standard response safety protocol system, the Applicant will allow for a more predictable and uniform series of actions as an event unfolds. The Applicant will standardize the protocol vocabulary so all transportation agents will understand the response and status of the event, providing continuity of expectations and actions. The standard response safety protocols will be understood and rehearsed by all transportation agents and coordinated with local emergency responders if possible.

#### **Evacuation Protocol**

In case of fire, industrial accident, bomb threat or other emergencies, an evacuation protocol will be used to move transportation agents from the transportation facility to an external rallying point. The transportation facility will have pre-determined evacuation routes clearly posted in all work areas, and transportation agents will be briefed on these routes and periodically rehearse them. Upon the initiation of the evacuation protocol, all transportation agents will immediately cease their work activity and assist visitors to the pre-determined evacuation rally site. Transportation agents assigned a safety function should be the last to exit the building whenever possible. One transportation agent will be assigned to take the

First Aid Kit as they leave the building. A designated agent will notify the Police and Fire Department by calling 911. All transportation agents will remain at the pre-determined rallying site until all transportation agents have been accounted for.

Additional steps to be taken in the event of fire include:

- 1. If a fire cannot be easily and safely extinguished by the transportation agents discovering it, immediately notify all persons present of the fire
- 2. Direct all persons present to evacuate the building using the nearest safe exit
- 3. If possible, turn off electrical equipment and close doors against the fire Additional steps to be taken in the event of a bomb threat include:
  - 1. Reinforce that bomb threats will be taken seriously
  - 2. A transportation agent receiving a bomb threat will notify their supervisor and/or a member of the senior management immediately

### Severe Weather Shelter Protocol

During severe weather events such as tornadoes or blizzards, a shelter protocol will be initiated for group and self-protection. The shelter protocol may be necessary to protect transportation agents and visitors during severe weather events where seeking hardened protection is prudent. Upon the initiation of shelter protocol, all transportation agents will cease all work activity and assist purchasers and visitors to a pre-determined hardened shelter and await further instructions. All transportation agents will remain at the pre-determined rallying site until all transportation agents have been accounted for.

### Workplace Violence

The Applicant is committed to the safety and health of its transportation agents, clients, and the local community. The Applicant will refuse to tolerate any form of violence in the workplace and will make every effort to prevent violent incidents from occurring by implementing a Workplace Violence Prevention Program (WVPP). All managers and transportation agents are responsible for implementing and maintaining our WVPP. The Applicant will require prompt and accurate reporting of all violent incidents whether a physical injury has occurred or not. The Applicant will prohibit discrimination against

victims of workplace violence. All transportation agents, including managers, are responsible and accountable for using safe work practices, following all directives, policies, and procedures, and for assisting in maintaining a safe and secure work environment.

Training transportation agents using online resources and onsite drills ensures transportation agents are well-versed in the policies that will best protect them during an incident of workplace violence. Training topics include examples of workplace violence; applicant policies; safe confrontation and communication; crisis reporting; and mediation training for management to encourage healthy communication and conflict resolution among transportation agents. The Applicant will provide resources for transportation agents to seek counseling for issues such as anger management.

The Applicant will not tolerate unsafe non-physical behavior such as stalking, harassment, or other attempts at intimidation by transportation agents and contractors or by patients and caregivers, who may intentionally or unintentionally violate the Company's Zero-Tolerance Policy for acts of workplace violence or harassment. If another agent, visitor, or guest becomes aggressive or violent, a manager will be notified immediately. Management will be trained by a security consultant on how to deal with workplace violence. Violence initiated by an agent may result in termination.

### Armed Robbery Response Training

The Applicant will emphasize transportation agent training and procedural documentation on how to respond to an armed robbery. To help prevent escalation, the Applicant will install duress alarms to convey that the user is being forced to turn off the alarm system and hold up alarms in both the transportation facility and vehicles to communicate a robbery in progress. Additionally, having an easy-to-follow post-robbery protocol after an incident will greatly reduce stress and decrease the time to resume business.

All transportation agents will receive training concerning procedures that will be implemented in the event of an attempted robbery. The primary objective of these procedures will be the protection of human life. Senior management will be primarily responsible for implementing these procedures and for directing others during an event.

The Applicant will be using an internet-based "Armed Robbery Response Training Program" which educates and trains transportation agents in effectively dealing with an armed robbery if one should occur. The Applicant feels that educating transportation agents on best practices during an armed robbery will minimize the risk of injury during a robbery. Transportation agents will acquire the knowledge, procedures & confidence to respond to a robbery safely & effectively. In addition, the program is designed to assist in getting back to normal business operations as quickly as possible in the event of an armed robbery.

### Power Outage

If there is a loss of power, designated transportation agents with flashlights will direct all transportation agents and purchasers to the front waiting area until power resumes. All transportation agents will remain in the designated waiting area until full accountability of transportation agents is determined. Purchasers may be permitted to leave.

### Reporting - Transportation Agent Instructions

It is the responsibility of every transportation agent who witnesses or suspects criminal activity, either at the transportation facility or during assigned routes, to report it immediately to the agent-in-charge or the authorities. Applicant, immediately upon discovery, will report all criminal activity occurring on the premises to the local Police and the Commission within 24 hours of the discovery of the following situations:

- A significant discrepancy in its inventory or a difference in actual inventory compared to records
- Suspected diversion, theft, loss, or any other criminal activity pertaining to the operations of the dispensary, including by an agent
- The loss or unauthorized alteration of records related to Cannabis or transportation agents
- Any suspicious activity involving the sale, distribution, manufacturing, or production
  of cannabis by any person on the premises.
- Unauthorized destruction of cannabis products by any person.
- · Any other breach in security.

The Applicant will also provide written notice of the criminal activity to the local police and the Department after the discovery of the activity. This written report will detail the following:

- Date and time of the discovery of the occurrence
- The circumstances of the criminal activity
- An accurate inventory of the quantity and brand names of the cannabis, cannabis products or other items diverted, stolen, lost, destroyed, or damaged
- Confirmation that the city police department was notified
- Measures being taken to prevent further criminal activity

The Applicant will provide the local Police Department with the current name and telephone number(s) of at least one 24-hour on-call agent to address and resolve complaints and to respond to emergency operating problems or concerns associated with the transportation facility. The Applicant will maintain and make available all documentation related to an occurrence that is reportable and will cooperate with any law enforcement investigations or directives from the Commission.

Given the internalized, secretive nature of agent theft, most companies struggle to detect fraud and conduct an agent theft investigation. Therefore, the Applicant will establish a toll-free internal agent theft tip hotline program. An anonymous or whistle-blower toll-free telephone number gives concerned transportation agents opportunities to provide information on theft and other criminal activities happening in the workplace without fear of retribution. This theft hotline is one of the most effective tools for investigating theft in the workplace. The theft tip hotline will be operated by a third-party applicant who will communicate concerns to senior management. The hotline will allow honest transportation agents to report secretive theft concerns to senior management for review and follow-up.

### Accident Reporting Policy and Procedure

There will be a process put in place to report accidents, incidents, or near misses for immediate action and to help track causes. The Company will identify what needs to be

reported, to whom it is to be reported, and how to report it, then put this process into a written procedure.

The primary purpose of the accident investigation is to identify the cause(s) of the accident, incident, or "near miss" and take action to prevent a similar occurrence in the future. In some instances, an employee's failure to follow recognized safety procedures requires disciplinary action to protect co-workers.

### Disciplinary Program

A disciplinary program will be developed with the assistance of the supervisor and employees. A disciplinary program can be effective for addressing "repeat offenders" who often account for a high percentage of accidents, incidents, and near misses.

The nature of the disciplinary action should be in line with such factors as severity, prior history, adequacy of prior training, and length of service within the applicant.

For example, general guidelines will call for:

- First offense counseling/retraining/written warning
- Second offense suspension
- Third offense dismissal

### **Public Non-Discrimination Notice**

The Applicant will provide information to employees, participants, beneficiaries, and other interested parties regarding the rights of individuals. Methods of providing this information include publication in handbooks, manuals, pamphlets, application materials, and posters.

# Exhibit 13 – Secure Transport Vehicles

### Verification

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

Printed Name of Verifying Individual

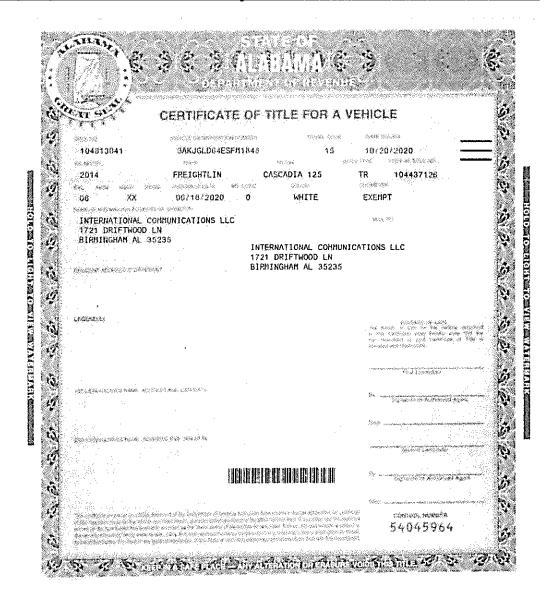
Title of Verifying Individual

Signature of Verifying Individual

**Verification Date** 

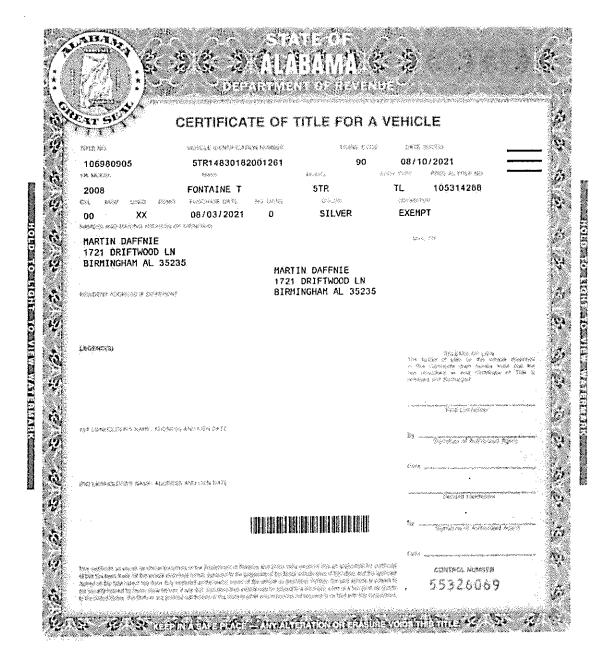
The Applicant must provide the following, as applicable:

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



PLEASE DETACH





PLEASE DETACH





MARTIN DAFFNIE 1721 DRIFTWDOD LN BIRMINGHAM AL 35235-2914

3317-01-00-0000792-0001-of-0001-0001075



U.S. Department of Transportation Federal Motor Carrier Safety Administration 1200 New Jersey Ave., S.E. Washington, DC 20590

SERVICE DATE June 02, 2016

CERTIFICATE
MC-970230-C

U.S. DOT No. 2888899
INTERNATIONAL COMMUNICATION LLC
D/B/A C&D TRANSPORTATION
BIRMINGHAM, AL

This Certificate is evidence of the carrier's authority to engage in transportation as a common carrier of property (except household goods) by motor vehicle in interstate or foreign commerce.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The carrier shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Jeffrey L. Secrist, Chief

Affry L. Stant

Information Technology Operations Division

NOTE: Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.

CMO

13.2 – Copies of declarations pages of insurance policies applicable to all vehicles to be owned and operated by the Applicant, particularly those proposed for the secure transport of cannabis or medical cannabis.

Ą	CORD <sup>®</sup> CI	ER	TIF	ICATE OF LIA	BILI	TY INSI	JRANC	E		MM/DD/YYYY   /16/2022	
C B	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.										
II.	PORTANT: If the certificate holder SUBROGATION IS WAIVED, subject is certificate does not confer rights t	s an	ADD	ITIONAL INSURED, the property and conditions of the	e polic	v, certain po	olicies may r	AL INSURED provisions equire an endorsement	or be	endorsed. atement on	
PRO	DUCER ans Con Assurance, LTD.				NAME: Ben G Bludsworth						
	BOX 100966				ANG. No. Exti: (205) 978-7070   (ANG. No.: (205) 978-7060     (ANG. No.: (205) 978-7060						
Bi	cmingham AL 35210				INSURER(S) AFFORDING COVERAGE NAIC #						
INSU	N. 7.			(205) 215-9614	INSURE		ssive Spec	ialty Insuranc		32786	
Int	ernational Communication LLC naportation	dba	CED		INSURE						
	1 Driftwood Ln				INSURE	RD:					
Bir	mingham AL 35235				INSURE						
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	HE IS NO CONTROL WITH THE COLLORS		INICI IZ	ANCE HETED BELOW HAT	/E BEE	N ISSUED TO	THE INSURE	D NAMED ABOVE FOR TH	E POL	ICY PERIOD	
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INSR LTR	Type of insurance	ADDL INSD	YAYD	POLÍCY NÚMBER		POLICY EFF (MM/DD/YYYY)	(MANDDAYYYY)	LIMITS			
A	X COMMERCIAL GENERAL LIABILITY			02342442		07/06/2022	07/06/2023	DAMAGE TO RENTED PREMISES (Ea occurrance)	\$ \$	100,000	
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								PERSONAL & ADV INJURY		1,000,000	
	GENL AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE		2,000,000	
	X POLICY PRO-							PRODUCTS - COMP/OP AGG	\$ \$	2,000,000	
	OTHER: AUTOMOBILELIABILITY	┢						COMBINED SINGLE LIMIT (Ea accident)	\$ ;	1,000,000	
A	ANYAUTO			02342442		07/06/2022	07/06/2023	BODILY INJURY (Per person)	\$		
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	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below								<u></u> \$		
		<del>                                     </del>	-	07342442		07/06/2022	07/06/2023	Deductibles \$1000			
λ	Physical Damage			02342442		1		Deductible \$1000	\$ \$	100,000	
A	Motor Truck Cargo	<u> </u>		1					•	200,000	
DESC	TUPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (	CORD	101, Additional Remarks Schedu	le, may b	e estached il mon	a la baca (a tadáise	iaj			
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CE	RTIFICATE HOLDER										
					THE	EXPIRATION	I DATE THE	escribed policies be ca ereof, notice will b y provisions.	e dei	LED BEFORE LIVERED IN	
	International Communication	tio	ī								
	DBA CED Transportation 1721 Driftwood Lane				AUTHO	RIZED REPRESE	HTATIVE				
	Birmingham AL 35235				Jun	RIZED REPRESE					
L	1					@ 19	88-2015 AC	ORD CORPORATION.	All rigi	hts reserved.	

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

# 13.3 - License plate numbers and DOT numbers, if available, for all secure transport vehicles.



### Alabama Department of Revenue Motor Vehicle Division International Registration Plan

P. Ö. Box 327620 \* Montgomery, AL 36132-7620 \* (334) 242-9000 (www.revenue.alabama.gov)

### CAB CARD

CARRIER RESPONSIBLE FOR SAFETY
MOTOR CARRIER: INTERNATIONAL COMMUNICATION LLC

DBA: C&D TRANSPORTATION

USDOT: 002888899

INTERNATIONAL COMMUNICATION LLC C&D TRANSPORTATION 1721 DRIFTWOOD LN

ADDRESS: 1721 DRIFTWOOD LN BIRMINGHAM, AL 35235

CLIENT ID	FLEET	SUPP	REG YEAR	REG DATE	DATE EXPIRED	ENFORCE DATE
37806	1	0	2023	03/01/2022	02/28/2023	03/01/2023

OWNER/LESSOR:INTERNATIONAL COMMUNICATION LL

BIRMINGHAM, AL 35235

Ī	PLATE	TYPE	FUEL	UNIT"	VIN	MODEL	AXLES	MAKE	UNLADEN WGT	COMBINED WGT
	1172172	TR	D	104	3AKJGLD64ESFM1848	2014	3	FRHT	12,000	80.000

The vehicle described has been proportionally registered between the State of Alabama and the jurisdictions shown below?

JUR	WEIGHT	JUR	WEIGHT	JUR	WEIGHT	JUR	WEIGHT
۸L	QUAL 8	AR &	80,000	AZ	80,000	CA	80,000
co	80,000	CT 8	\$ 80,000	DC.	80,000	DE	000,08
FL	80,000	學數 GA 基础	80,000	IA Sala	000,08	Ø ME	80,000
1L	80,000	PER IN SER	80,000	KS	80,000	KY	80,000
LA	80,000	MA MA	80,000	MD	80,000 - "	MEME	80,000
МІ		MN 💮	80.000	MO	80,000	MS	80,000
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PA	80,000	RI	80,000	SC	80,000	<sup>®</sup> SD	80,000
TN	80,000	TX	80,000	UT	80,000	VA	80,000
VT	80,000	WA	80,000	WI	80,000	w	80,000
WY	80,000	AB	36,287	BC	36,287	MB	36,287
NB	36,287	NL	36,287	NS	36,287	ON	36,287
PΕ	36,287	QC .	6 AXL	SK	36,287		1

<sup>\*</sup> QUAL indicates that the vehicle is registered at a weight greater than 80,000 pounds in Alabama.

It is the registrant's responsibility to ensure that the information listed on the IRP cab card is correct.

The apportioned registration cab card must be carried in the vehicle to which it is issued. It may be shown as an electronic image on a computer, tablet, smart phone or as a paper copy and must be presented on demand, for inspection by law enforcement officers.

Alabama law requires that current proof of liability insurance coverage and a current and valid registration receipt be carried within the vehicle.

Possession of this document declares that the registrant has knowledge of federal motor carrier safety regulations and federal hazardous materials regulations adopted by the State of Alabama.



INTERNATIONAL COMMUNICATION LLC

1721 DRÍFTWOOD LN BIRMINGHAM AL 35235 Inliabhadalladachll



# ALABAMA LAW REQUIRES ORIGINAL PHOTOCOPY OR ELECTRONIC VERSION OF THIS RECEIPT TO BE AVAILABLE WITHIN THE VEHICLE AT ALL TIMES

Tag Number Issuing County Municipal Code Purchase Price	AP033417 Jefferson 02 \$ 0.00	Expiration Date Issue Date Date Acquired Ad Val. Start Date	02/28/2023 01/25/2022
Tag Year		Tag Type STT	ap N/a
	Tax Tag		
Num. of Months	12 0		

Make Year Model	FRHT 2014	EHICLE INFO Vin DGVW	3AKJGLD64ESFM1848 999,999	
Color Fuel Type ' Title State Assessed Value	WHI D \$-8,040,00	AISED ROOF Title App# Class Code Body Type	TRTL104437126 Class II TK	
Unit #	3·0,040,00	Market Value	\$ 40,200.00	

INTERNATIONAL COMMUNICATIONS LLC(DBA-C&D TRANSPORTATION)

1721 Driftwood Ln

Birmingham AL 35235

This area is to be used by the licensing official to reflect any fees/taxes collected. State Sales Yex County S/Tex City S/Tex PD Other State Total Sales Tax State Ad Vatorem County A/V City A/V School A/V AV Credit
AV Pensity
Total Ad Vaforom
Trans Fee
Addayli Fee
Additional Fee
Liconsus Fee
tscuances Fee
Pensity
Efection Hybrid Fee Citation Interest Local Fees Motal Tag Fee Other Fees Total Tag & Tax Mot Fee \$0.00 \$0.00 \$52.25 \$174.47 \$0.00 \$402.81 \$176.08 Total Paid \$402.81 Time issued Clock ID Drawer # Method of Payment 3:34 pm jenningsk jenningskN000527

Credit

# Exhibit 14 - Compliance with Alabama Public Service Commission Requirements

#### Verification

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

Printed Name of Verifying Individual

Title of Verifying Individual

Signature of Verifying Individual

Verification Date

### Verification of Applicant's Compliance with Alabama Public Service Commission Requirements for Motor Carriers.



STATE OF ALABAMA PUBLIC SERVICE COMMISSION P.O. BOX 184260 MONTGOMERY, ALABAMA 36130

TWINKLE ANDRESS CAVANAUGH, PRESIDENT

JEREMY H. ODEN. ASSOCIATE COMPSSIONER

CHRIS "CHIP" BEEKER, JR., ASSOCIATE COMMESSIONES

JOHN A. GARNER, EXECUTATION

SERVED March 23 200

INTERNATIONAL COMMUNICATION L.L.C. DIBIA C&O TRANSPORTATION,

Applicant

**DOCKET 33344 CERTIFICATE F5390** 

### DECISION

By application filed February 27, 2023, the Applicant seeks a certificate as a common carrier of property. The Applicant also requests that the application be processed pursuant to the Federal Aviation Administration Authorization Act of 1994, which is codified at 49 U.S.C. 11501.

It appears from the application, and the materials filed with the application, that the Applicant is fit, willing and able to operate in compliance with the insurance requirements and the pertinent safety regulations, and that the Applicant has sufficient financial resources to commence operations.

Therefore, pursuant to the Commission's Order in Docket 24292, dated December 5, 1994, Motor Carrier Certificate F5390 is hereby issued to International Communication L.L.C. d/b/a C&D Transportation, 1721 Driftwood Lane. Birmingham, Alabama 35235, authorizing operations as a common carner by motor vehicle, in intrastate commerce over irregular routes, in the transportation of,

Property, except household goods, between all points in the State of Alabama.

The certificate number may be located within the cab of the vehicles in lieu of placing it on the outside of the vehicles

Jurisdiction in this proceeding will be retained for any Commission order or orders, including general orders. that may appear to be warranted in the future.



# Exhibit 15 – Commercial Driver's License

### Verification

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

Printed Name of Verifying Individual

Signature of Verifying Individual

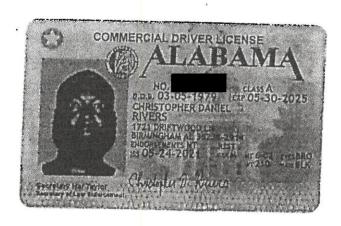
Title of Verifying Individual

Verification Date

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

Enclosed is the Applicant's commercial driver's license document(s).

License Type: Secure Transporter



# Exhibit 16 - Fleet Summary

### Verification

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

**Printed Name of Verifying Individual** 

Title of Verifying Individual

Signature of Verifying Individual

**Verification Date** 

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

The Applicant will own, insure, and maintain all company transport vehicles. The Applicant will purchase a minimum of one and up to four vehicles, within the first year of operation, upon licensing approval (VIN Number and License Plate Number are to be determined). The Applicant will purchase a 2023 Sprinter Cargo Van for its operation. The vehicle will be retrofitted with passenger and rear partitions, shelving, and transport vent adapters. The partitions selected for the transport vehicles will have industrial locks. The Applicant will also meet and exceed all requirements set forth through the implementation of the following:

- The transport vehicles will be equipped with lockable steel vaults, GPS monitoring, and surveillance cameras (described in further detail below);
- 2. Ensuring that all cannabis stored inside the transport vehicle will not be visible from the outside of the transport vehicle;
- 3. The transport vehicle does not have rear windows;
- 4. When the courier removes the cannabis from the vehicle, the cannabis will not be visible:
- 5. Ensuring that the delivery team proceeds in a transport vehicle from the facility where the cannabis containers are loaded directly to the destined organization identified in the travel manifest or approved laboratory, where the cannabis shipment is unloaded, without unnecessary delays;
- 6. Immediately recording and communicating with management, any delays;
- 7. Immediately reporting to the Commission vehicle accidents, diversions, losses or other reportable events that occur during transport;
- 8. Notifying the Commission of its delivery schedule, including routes and delivery times, either through a designated phone line established by the Commission or by electronic communication with the Commission in a manner prescribed by the Commission and;

9. Allowing inspections of the transport vehicle by the Commission or its authorized agents, law enforcement, or other Federal, State, or local government officials, if necessary, to perform the government officials' functions and duties.

Only vehicles that have a license plate number and vehicle identification number on file with the Commission and have been issued a vehicle registration will be used to transport cannabis. The Applicant will consistently provide the Commission with an up-to-date Fleet Summary showing the make, model, VIN Number, license plate number, and specifications of all vehicles proposed for the secure transport of cannabis or medical cannabis including, but not limited to, the design and specification of all areas in which cannabis or medical cannabis is to be stored.

All transport vehicles and equipment transporting cannabis will not bear any markings to indicate the vehicle contains cannabis or bear the name or logo of the cannabis business establishment.

The Applicant's vehicles will be fitted to comply with all ongoing regulatory requirements and will differ in size, style, and make and model to prevent detection by individuals outside of the operation. Vehicles will be manufactured with industry-compliant rear steel double-door partitions, a disabled and sealed side sliding door, and a non-accessible partition between the cab and cargo area. Thus, outside of the lockbox storage area, the entire cargo area is effectively a secured locked storage area.

Video surveillance, known as a five-to-nine camera system, that records cargo, transportation agent, and the perimeter of the vehicle, will be provided in all delivery vehicles. The intent of this system is to monitor the loading, transit, and unloading of all cannabis from end to end. This will ensure that the entire process is controlled, monitored and documented to provide a seamless process with the highest level of accountability and security. The vehicle-based video surveillance will also provide real-time GPS that will monitor the location, speed, and actions of the vehicle. The GPS tracking device will allow the

Applicant to track vehicles at all times. The system will also be able to store historic data for no less than one year (12 months) so that the Commission may search all real-time and archived data upon request.

The Applicant will equip all vehicles with a starter disable switch that enables management to remotely disable vehicle ignition and an accelerometer to detect harsh driving, braking, jackrabbit starts, and cornering. Alarm parameters will allow for notification if the delivery vehicles travel outside an authorized route or are stopped or opened outside allowed areas. The system will also provide remote shut-off of vehicles and live video viewing of the vehicle interiors at any given time. Cameras facing inward toward the agents inside the vehicle will be surveilled at all times to ensure that agents are in ongoing compliance with these vehicle safety standards. Cameras facing outward will provide constant surveillance of outside instances that may affect the vehicle or agents inside.

### Vehicle Armoring

The Applicant will armor its vehicles with industry-leading security features that will provide the ability to mitigate risks and most importantly, save lives. Below are the armoring security features of the Applicant's transportation vehicles.

The passenger compartment (vertical surfaces such as doors, firewall, roof pillars, and ballistic overlaps) will to fitted to provide protection against .44 Rem. Mag ammunition in accordance with EN1063 Level B4. Additionally:

- 1. The interior of the armored vehicle will be separated into compartments:
  - o Transportation agent/ Passenger Compartment
  - o Vault Compartment
- 2. All window/door apertures will be overlapped with bullet catchers in the door window area
- 3. Door travel
- 4. The materials used in the construction of the vehicle will be made of the highest quality and will be tested in accordance with the ballistic protection levels specified.

5. Suspension of the vehicle reinforced as necessary to compensate for the additional weight

### **Bullet Resistant Glass**

- 1. Bullet Resistant Glass installed on the vehicle will provide the same level of armoring as in the "Armoring Description" section above.
- 2. Bullet resistant glass will be of the highest quality, meeting the latest industry standards:
  - a. Spall protection on all glass
  - b. Free of optical distortion
  - c. No discoloration from UV rays

#### Interior

- 1. Original interior panels will be modified as necessary and reinstalled wherever design permits, to maintain the vehicle's original appearance
- 2. Overlaps, windshield frame, and rear partition wall will be re-upholstered using the highest quality materials and craftsmanship
- 3. OEM color scheme and quality
- 4. OEM air conditioning and heater vents will remain operable, wherever design permits.

### Transportation agent's Compartment (Front Cab)

- Armored Bulkhead installed, separating transportation agents from the bulk compartment.
- 2. Front windshield replaced with transparent armor
- 3. Glass for front doors as well as side module door replaced with transparent armor.
- 4. High security locks on doors.



# SECURE TRANSPORTER LICENSE

Fxhibit 17 - Care & Maintenance of Vehicles

Daffnie Lastray Martin

Printed Name of Verifying Official

Title of Verifying Official

Signature of Verifying Official

Verification Date

The Applicant's protocols for the care and maintenance of all vehicles proposed for secure transport of cannabis or medical cannabis.

The Applicant will contract with Love's Truck Care for the routine maintenance of its vehicles. The Applicant understands that proper vehicle inspections and regular maintenance can reduce the risk of crashes. They help ensure everything is operating properly and safely. Employers have a duty to make sure work vehicles are properly inspected and maintained, and the Applicant will ensure strict compliance with this duty.

### Vehicle inspections

The Company will be responsible for inspecting all company-owned vehicles before they are driven. Inspections will be held daily before the vehicles are driven each day.

### The benefits of vehicle inspections

Inspections help ensure the Applicant's vehicles are:

- Properly equipped
- Properly set up for the driving, road, and weather conditions it will experience
- Operating safely

Discovering mechanical defects or deficiencies before a trip will help the Applicant's drivers avoid a crash and reduce the risk of becoming stranded on the side of the road. Knowing the vehicle should get them safely to their destination can help ease stress behind the wheel. Inspections help focus the driver on the task ahead. Inspections and proper maintenance also help reduce the risk for everyone who shares the road.

### Inspection responsibilities

Health and safety regulations require workplace inspections. It is the Company's responsibility and policy that all vehicles owned by the organization be inspected. The inspection needs to be done before a vehicle is used. Employees who drive their personal vehicles for work are responsible for their own inspections, however, the Company will make sure the inspections are done. If any deficiencies are found that could make the vehicle

unsafe or hazardous, a supervisor will be notified immediately. The deficiency needs to be fixed before the vehicle is used for work.

The Company will maintain all inspection records. The Company will ensure that the person doing the inspection is instructed to submit their reports to their supervisor or manager. The Company will set a regular frequency, such as requiring reports weekly or monthly. Owners of personal vehicles used for work need to keep their own records. The Company will request and maintain copies of these records.

If the inspection identifies any deficiency that could make the vehicle unsafe or hazardous, the Applicant's employees must make sure their supervisor knows immediately. The condition must be remedied before that vehicle is used for work.

### When to inspect vehicles

Commercial vehicles have to meet specific vehicle inspection standards. For all other vehicles, the best practice is to do a visual inspection before the start of every shift. An employer, supervisor, or driver can do it. Inspections at the end of the work day are recommended. While the Applicant will require its driver to inspect their work vehicle before using it, drivers also have a responsibility to keep themselves, their passengers, and other road users safe. An inspection requires a systematic approach and it takes only a few minutes.

### Vehicle maintenance

Vehicles will be properly maintained to ensure a safe workspace and meet legal obligations within the State. The owner's manual of the vehicles will serve as a good guide to follow. A qualified technician may be needed to do the work, which will be outsourced to Love's Truck Care.

### Scheduling maintenance

The maintenance schedule recommended in the vehicle's owner's manual is based on average use and circumstances. The Company will speak to its mechanic about changing the maintenance schedule if the vehicle:

- Drives daily in stop-and-go traffic
- Carries heavy cargo
- Drives in extreme weather or road conditions (hot, cold, dusty, etc.)
- Is an older or aging model

### Performing maintenance

Many maintenance items need to be completed by a qualified technician with specialized training and tools. If the Company does not have one on staff, or for owners of personal vehicles used for work, it will hire the services of a third-party technician. A technician who becomes familiar with a vehicle and how it's used can provide proactive tips and service. That can save time and money and help extend the vehicle's life. Any deficiencies found during maintenance work will be reported to the Company or supervisor immediately if they could make the vehicle unsafe. Deficiencies will be repaired before the vehicle can be used.

### **Procedures for Conducting Vehicle Inspections**

Engine Oil: Before starting the engine, check the oil level daily. Top up as necessary.

Transmission: Check automatic transmission fluid level.

**Coolant:** Check coolant in the reservoir is within operating range.

Brake Fluid: Check reservoir fluid level is within the correct operating range.

Power Steering Fluid: Check reservoir fluid level is within the correct operating range.

**Battery:** Confirm battery is securely mounted; ensure battery terminal connections are tight (tug test) and check for signs of corrosion.

Engine Belts & Hoses: With the engine off and cool, visually inspect belts and hoses. Gently tug them to confirm they are secure. If you see evidence of leaks, kinks, splits, cracks or abrasion, have a technician check it.

Windshield Washer: Check there is enough washer fluid.

**Tires - Tire Pressure:** Each day, check to see if the tires look properly inflated. If you're not sure they are, check with a tire pressure gauge. Check for signs of tire damage or unusual wear.

Tires - Depth Thread: Use a tread depth gauge to keep track of tire tread depth.

Headlights: Confirm high beams, low beams, and fog lights work.

Tail Lights/ Brake Lights: Check that tail lights and brake lights work.

Turn Signals/ Emergency Flashers: Confirm both front and rear signal lights, and emergency flashers work.

Windshield: Clean the windshield. Check for rock chips.

Wipers: Confirm wiper controls work, and wiper blades clear the windshield.

**Leak Check:** As you walk around your vehicle, look underneath for oil, coolant, or other fluids on the ground. If you see evidence, have a closer look.

**Body Damage:** Look for door dings, scrapes, and scratches that may have occurred the previous day.

**Instrument Panel Gauges & Warning Lights:** Confirm no warning lights are flashing. If there are, have a mechanic address them immediately.

Heater/ Defroster: Check fan and flow direction controls are working well.

Horn: Check that the horn works.

**Seating Position:** Adjust your seat position, steering column (tilt / telescopic), and headrest location for your optimal driving position.

**Rear-view Mirrors:** Confirm mirrors are clean, damage-free, and adjusted for your driving position.

**Seatbelts:** Make sure that seatbelts and mechanisms (latches, emergency restraint, recoil) work properly.

Parking Brakes: Test the parking brake for operation and holding capacity.

**Brakes:** As you back out of the garage and before you enter traffic, gently apply your brakes to confirm they are operating as they should.

**Vehicle Documents:** Take your driver's license with you. Have a copy of the registration on board.

License Plate: Confirm license plate remains firmly attached and visible.

Steering: Assess the "free play" in your steering system to confirm it remains tight.

Engine Noises: Listen for any unusual sounds (tics, pings, rattles, knocks).

Roadside Emergency/ First Aid Kit: Check to make sure your emergency kit is in the vehicle and has what you need.

### **Technology Maintenance**

As per Rule 538-x-7-.06 Maintenance of Proper Technology, prior to transport, the Applicant will enter into the Statewide Seed-to-Sale Tracking System the route plans and manifests (containing information as set forth in Rule 538-x-7-.07) of any vehicle transporting cannabis or medical cannabis. The Applicant will maintain its GPS tracking technology to ensure it is in good working order to monitor and record the transportation of cannabis and medical cannabis by its vehicles using Wi-Fi or hardline networking technology.

### Exhibit 18 - Route Plans

### Verification

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

**Printed Name of Verifying Individual** 

Title of Verifying Individual

Signature of Verifying Individual

**Verification Date** 

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

The Applicant understands and will ensure strict compliance with The Alabama Department of Agriculture and Industries (ADAI) requirement that all cannabis transporters must have a route plan approved by the state before transporting cannabis within the state. The route plan will include information on the starting and ending points of the transport, the estimated amount of time the transport will take, the route that will be taken, and any stops that will be made along the way. Additionally, the ADAI requires cannabis transporters to keep records of the transport, including date and time of departure, date and time of arrival, the amount of cannabis transported, and the people and vehicles involved in the transport. The Applicant will also provide proof of insurance, a valid driver's license, and vehicle registration. Finally, the Applicant will ensure that the transport vehicle is secured and cannot be accessed by unauthorized persons. Upon license approval, the Applicant plans to transport usable cannabis from one or more Alabama licensed producers to other producers, approved manufacturers, laboratories, and dispensaries.

### Statewide Seed-to-Sale Tracking System

The Applicant will utilize BioTrack's Seed to Sale Cannabis Inventory Management Software System to integrate its route plans and inventory tracking into the Statewide Seed-to-Sale Tracking System. The Applicant will maintain a robust plan for recordkeeping, tracking, monitoring inventory, quality control, and other policies and procedures that will promote security and transparency, while discouraging unlawful activity. This plan includes the Applicant's strategy to communicate with the Commission, ADAI, and law enforcement on all route plans.

### Route Planning

Any vehicle transporting cannabis must travel directly from the originating entity to the next identified destination on the travel manifest and is prohibited from making any stops in between except for refueling or in the event of an emergency. In case of an emergency, agents are required to report the emergency immediately to Transportation Manager who will

immediately notify the Commission. It is the Company's policy that all delivery times and routes are randomized and non-repetitive.

### (a) Vehicle Loading

The Applicant will install an opaque garage door at their facility to handle all loading and shipping operations. In order to access the facility through the garage door, an employee must be granted access from the interior of the building. This will be achieved through an intercom system. A second employee will open the wire mesh sliding gate, which will be secured with an industrial lock. Once the vehicle has parked within the facility, the wire mesh sliding gate will be closed and locked and the garage door will be lowered immediately. At this point, the cannabis may be unloaded from the vehicle.

Before the vehicle is deployed for delivery, the transportation agent will complete a Vehicle Checklist, which will include:

- 1. Oil levels:
- 2. Brake fluid;
- 3. Gasoline levels;
- 4. Windshield wiper fluid levels;
- 5. Lights:

- 6. Tire pressure
- 7. Tire tread;
- 8. Cannabis inventory check;
- 9. Cannabis transport manifest check and;
- 10. Employee credential check

### (b) Vehicle Unloading

- 1. Will only take place at the date, time and location indicated on the transport manifest;
- 2. Will only be completed on camera and in secure, restricted access areas;
- 3. Will only be completed by authorized agents or employees of licensed businesses, laboratories, or approved community colleges;
- 4. Will only be physically handled by one of a team of two delivery personnel;
- 5. Will only include shipping containers labeled in accordance with the travel manifest regarding contents.

### (c) Transport Manifests

The Applicant will require both a printed and an electronic transport manifest that accompanies every collected cannabis shipment. This will not be generated by the transporter, except for the following information to be provided by the transport agent:

- 1. The date and approximate time of departure;
- 2. The date and approximate time of arrival;
- 3. The travel route to be taken
- 4. The transport vehicle make and model and license plate number and;
- 5. The identification number of each member of the delivery team accompanying the transport.
- 6. The originating entity agent, transport delivery employee, and receiving organization employee will sign, date, and time stamp each travel manifest.

When the product has been transported to its destination, the transporting agents will deliver the confirmation to the Applicant's Transportation Manager via a secure form of communication. The order confirmation will be entered into the Applicant's inventory system. The transportation agent will work with the receiving agents to verify that the contents of the order are correct and accounted for. The receiving agent will sign off her or his confirmation of the delivery to the shipping manifest, the transportation agent will scan and upload the signed shipping manifest into the inventory system, and a copy will be sent to both the shipping agent and receiving agent. The agents will then enter the transportation data into the Logbook, enter their transportation home-facility address into the GPS, notify the Transportation Manager of the agents' return to the facility, and will return immediately. The hard copy of the shipping manifest will be provided to the Transportation Manager upon the transporting agents' return.

### (d) Communication During Transport

In addition to the GPS monitoring devices located in the transport containers, it is the company's policy that each vehicle is provided with an additional GPS tracking unit that is monitored by the Transportation Manager during transport.

Additionally, in order to remain in compliance with Alabama Transporter regulations, the Applicant will integrate the fleet management platform, *Motive*, into its operations. Motive provides real-time visibility across physical operations in one dashboard. The Applicant will be able to automate its fleet visibility through alerts and actions based on real-time vehicle and asset location obtained from GPS fleet tracking. Through the platform, the Applicant will get real-time alerts when trailers or equipment enter or exit a designated location, while also creating geofences directly on maps. Motive devices collect GPS fleet tracking location and fleet telematics data for each vehicle, typically every 1-3 seconds. Assets are reported every minute.

Some of the highlights include:

- Full Fleet Visibility
- Maximize Utilization
- Increase Productivity
- Protect Equipment

The platform will also aid in preventing accidents and exonerating drivers with the most accurate, fastest AI dash cam, reducing insurance costs by improving unsafe driving habits through automated coaching. Motive AI Dashcam is able to detect unsafe driving behavior with unrivaled accuracy. An in-house Motive Safety Team automatically reviews every dashcam video to add context and determine severity. The Motive DRIVE Score is five times more accurate at predicting accidents than the industry's leading safety score. DRIVE benchmarks all behavior across Motive's network of 550,000+ vehicles to provide an objective measure of driver risk.

If any suspicious activity occurs during transport, the transporting agent will maintain radio or cell phone communication during the event to report all details to the facility. If communication fails for any reason, the transportation agent should make contact by landline as soon as possible.

The vehicle will be prohibited from making any stops between the registered location where the product is picked up and the destination, except in instances of emergencies or unexpected refueling needs. In either situation, the transportation agents will immediately notify the Applicant's Transportation Manager. Should an emergency arise, the transport agents will call 911 and, when possible, call the Applicant's Transportation Manager and/or management. The manager receiving the call will notify upper management immediately, ensuring the Applicant's emergency protocols are employed to keep the transport agents safe. All instances, expected and unexpected, will be thoroughly documented by the Applicant to ensure transparency at all times. Deliveries will be executed at randomized times of the day to minimize the risk of theft and diversion. During transport, agents will utilize a secure form of communication through which they will regularly check in with the Transportation Manager, providing their location, estimated time of arrival, and any situational occurrences to be reported.

### Exhibit 19 - Facilities

### Verification

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

Printed Name of Verifying Individual

Title of Verifying Individual

**Verification Date** 

Signature of Verifying Individual

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

### 19.1 - The facility name and type.

Facility Name: Not Applicable.

The Facility Type: Commercial Office Space.

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

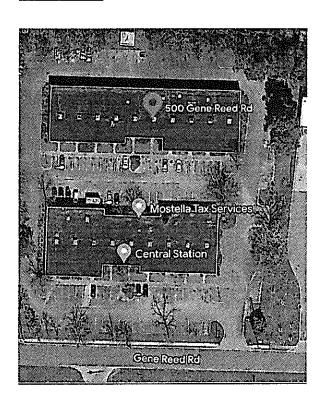
The physical address is Suite 107, 500 Gene Reed Road, Birmingham, AL 35215.

The GPS coordinates are:

**Latitude:** 33.597919

Longitude: -86.695442

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



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

The Applicant leases the property identified in 19.2 above. See attached lease agreement

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

Proof of local zoning and other approvals documents are in Exhibit 8.

19.6 – A professionally rendered blueprint (or, if not available, a professionally rendered floorplan or schematic) of the facility, showing clearly drawn and labeled interiors of the facility, including but not limited to the general function of each area of during future inspections.

The blueprint for the facility identified in 19.1 above is attached hereto and identified as "Blueprint –Secure Transporter Facility – Attachment to Exhibit 19, Section 19.6".

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

The applicant expects that it will be able to obtain permits on June 12, 2023. The applicant expects that facility buildout of the Secure Transporter Facility, including compliance with all facility requirements under the Act and the AMCC Rules, will start on July 1, 2023, and will be complete on or before August 1, 2023.

The applicant expects that it will be able to commence operations on August 1, 2023, upon licensure by the Commission.

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

The facility will not be opened to the public

Exhibit 19 – Facilities Page 2 of 21

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

The hours of operation during which the facility will be occupied by Applicant's employees are Monday to Friday from 9 am - 5 pm.

The after-hours contact for management is:

Daffnie Martin

Telephone: (205) 842-3798

Email: daffnie martin@yahoo.com

Enclosed are the Applicant's facility documents.

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Blueprint – Secure Transporter Facility – Attachment to Exhibit 19, Section 19.6

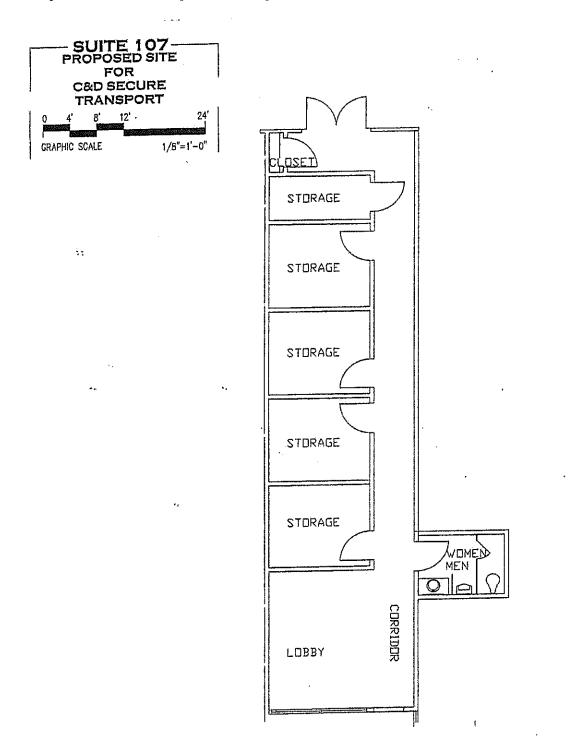


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**License Type: Secure Transporter** 

#### Lease

This is a legally binding contract. If not understood, seek competent advice.

#### STATE OF ALABAMA

**JEFFERSON** 

#### COUNTY

This Lease made this 29 Date Dec., 2024 by and between FIGCO, LLC / CentralStation Inc. (hereinafter "Landlord"), and by International Communication LLC. (hereinafter called dba C & D Transportation "Tenant").

WITNESSETH: That Landlord does hereby demise and let unto Tenant the following described premises in the City of Birmingham, Alabama, to wit: Suite Suite 107 500 Gene Reed Road Birmingham, AL 35215 Subject to existing easements, if any, and the regulatory laws and ordinances of the political subdivision in which the property is situated, for use and occupation by Tenant as and for no other or different use or purpose, for and during the Term of 3 year(s) beginning on the 1st Date Mar.23 and ending on the 2s Date Feb.26.

**RENT:** In consideration whereof, Tenant agrees to pay Landlord at office of said Landlord,

Hand Delivery: Suite 202

Mail: P.O. Box 610220

500 Gene Reed Road

Birmingham, AL 35261

Birmingham, AL 35215

on the first day of each month of said Term, in advance, as rent for said premises, the sum of DOLLARS (\$ \_\_\_\_\_800.00 \_\_\_\_) per month, DOLLARS (\$ \_\_\_\_\_9,600.00 \_\_\_\_\_) per annum.

**LATE FEE:** Tenant agrees that a Service and Bookkeeping charge of ten percent (10%) of monthly rent shall become due and payable each and every month that the rent has not been received in the office of said Landlord by the 10th of the month, or if a check accepted as rent or other payment is returned unpaid to agent for any reason.

**POSSESSION:** Should premises be completed and turned over to Tenant either prior to, or after the Date of Beginning of Lease Term (being the date the Term this Lease is to begin, as set forth on the first page thereof); then in that event rent shall be prorated for the fractional month, and the Lease Term provided herein shall commence on the first day of the next calendar month.

DEPOSIT: Landlord and Tenant agree that Tenant will deposit with Landlord's agent the sum of DOLLARS (\$ 800.00 ) on the date of execution of this Lease, to be held, without interest payable to tenant, as a security for the payment of rent and any and all other sums of money for which tenant shall or may become liable to pay to Landlord under this Lease, and for the faithful performance by Tenant of all convenants and agreements under this Lease, said deposit to be returned to Tenant after the Termination of this Lease and any renewal hereof, provided Tenant shall have made all such payments and performed all such covenants and agreements. Nothing in this paragraph shall be deemed to limit the amount of any claim, demand or cause of action of Landlord against Tenant under the other provisions of this Lease.

QUIET ENJOYMENT AND CONDITION OF PREMISES: This Lease is made upon the following Terms, conditions and covenants: Landlord covenants to keep Tenant in possession of said premises during said Term, but shall not be liable for the loss of use by eminent domain nor the failure or inability of Tenant to obtain possession thereof provided Landlord shall exercise due diligence and effort to place Tenant in possession. Nothing herein contained shall be construed as a warranty that said premises are in good condition or fit or suitable for the use or purpose for which they are let. Landlord or Landlord's agent has made no representations or promises with respect to said building or the demised premises except as herein expressly set forth. Tenant has examined the Lease premises and accepts the same in the physical condition in which the same now exists (except as otherwise expressly provided herein).

**MULTI-TENANT BUILDINGS:** If the Leased premises are a part of a multi-tenant building or area with other units, Tenant shall not engage in or permit its employees or licensees to engage in any conduct that would constitute a nuisance or otherwise unreasonably interfere with the leasing or quiet enjoyment of other units by other tenants.

AGENT DISCLAIMER: Tenant and Landlord expressly acknowledge that the Agent(s) have not made an independent investigation or determination with respect to the existence or non-existence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances or gases, in, on, or about the property, or for the presence of underground storage tanks, or whether or not any building or part of the Leased premises complies with the Americans With Disabilities Act. Any such investigation or determination shall be the responsibility of Landlord and/or Tenant, and Agent(s) shall not be held responsible therefor.

ROOF: Should the roof of the building leak at any time during said Term, due to no fault on the part of Tenant, Landlord will repair the same within a reasonable time after being requested in writing by Tenant so to do, but in no event shall Landlord be liable for damages or injuries arising from such defect or the failure to make said repairs after being so notified, except to the extent of the reasonable cost of repairing said roof; nor shall Landlord be liable for damages or injuries arising from defective workmanship or materials, Tenant hereby expressly waiving the same. Landlord and its agents shall not be liable for any deaths, injury, loss or damage resulting from any repair or improvement undertaken, voluntarily or involuntarily, by or on behalf of Landlord, other than willfully wrongful acts of Landlord.

AIR CONDITIONING AND SIGNS: In the event heating, ventilation and air conditioning equipment or a part of any air conditioning equipment is installed by Tenant on the roof of any building hereby Leased, or in the event that Tenant installs a sign on the roof, then Tenant shall be responsible for repairing any roof leaks, attributable to such installation, during the Term of this Lease at Tenant's sole cost and expense, but no such equipment or sign may be installed until the consent in writing of Landlord is first had and obtained thereto.

ROOF AND DRAINS, ETC., DEBRIS: Tenant will keep the Leased premises and adjacent grounds including, walks and steps, if any, free of all cans, bottles, fragments, debris and trash. If the building is single tenant, Tenant will keep the downspouts, gutters and drains clean, open and free of obstruction, and in good working order.

REPAIRS: Landlord shall not be obligated or required to make any other repairs or do any work on or about said premises or any part thereof, or the elevators therein, if any, or on or about any premises connected therewith, but not hereby Leased, unless and only to the extent herein agreed. All other portions of any building hereby Leased shall be kept in good repair by Tenant and at the end of the Term hereof, Tenant shall deliver the demised premises to Landlord in good repair and condition, reasonable wear and tear excepted.

**INSPECTION AND SHOWING:** Landlord reserves the right to enter upon said premises and to make such repairs and to do such work on or about said premises as Landlord may deem necessary or proper, or that Landlord may be lawfully required to make. Landlord reserves the right to visit and inspect said premises at all reasonable times and the right to show said premises to prospective tenants and purchasers, and the right to display "For Sale" and "For Rent" signs on said premises.

Exhibit 19 –Facilities Page 7 of 21

FAILURE OF TENANT TO REPAIR; SIGNS: Should Tenant fail to make repairs agreed to by him under this Lease, Landlord may enter the premises and make such repairs and collect the cost thereof from Tenant as additional rent. Except as herein specifically provided, Tenant will not make or permit to be made any alterations, additions, improvements or changes in the premises, nor will Tenant paint the outside of the building or permit the same to be painted without the written consent of Landlord before work is contracted or let. No signs of any character shall be erected on the roof until the consent thereof in writing is first had and obtained from Landlord. The consent to a particular alteration, addition, improvement or change shall not be deemed consent to or waiver of a restriction against alterations, additions, improvements or changes for the future.

### ALTERATIONS AND IMPROVEMENTS BY TENANT; UPKEEP; COMPLIANCE WITH LAW: Tenant will replace all plate and other glass, if and when broken or cracked, and failing so to do Landlord may replace the same and Tenant will pay Landlord the cost and expense thereof upon demand. Tenant will replace all keys lost or broken, and will pay all bills for utilities and services used on said premises. Tenant will keep all elevators, heating, ventilation and air conditioning equipment (HVAC), electric wiring, telephone service wires, water pipes, water closets, drains, sewer lines, sprinkler systems and other plumbing, whether above or under ground, on said premises in such good order and repair and will do all repairs, modifications and replacements which may be required by the applicable laws or ordinances. Landlord shall not be liable for any damages caused by, or growing out of, any breakage, leakage, getting out of order or defective conditions of said elevators, heating, ventilation and air conditioning equipment (HVAC), electric wiring, telephone service wires, water pipes, water closets, drains, sewer lines and sprinkler systems or plumbing, or any of them. Tenant will comply, at all times and in all respects with all the applicable laws and ordinances (including but not limited to building and fire codes) applicable to this jurisdiction insofar as the building and premises hereby let, and the streets and highways bounding the same, are concerned, and Tenant will not by any act or omission render Landlord liable for any violation thereof. Such compliance shall include, but not be limited to, the AMERICANS WITH DISABILITIES ACT requirements as it may relate to Tenant's Leased premises. Tenant will not commit any waste of property, or permit the same to be done, and will take good care of said building and said premises at all times.

**SEWER CHARGES:** Tenant agrees to pay all sewer rentals or other charges becoming due, levied under the authority of Act No. 619 of the Alabama Legislature of 1949, approved September 19, 1949, or any other act, law or regulation. Failure to pay said rental or other charges shall constitute a default under the Terms of this Lease.

Exhibit 19 – Facilities Page 8 of 21

PUBLIC LIABILITY INSURANCE AND INDEMNITY: Tenant shall during the entire Term of this Lease, at Tenant's own expense, keep in force by advance payment of premiums, public liability insurance in an amount of not less than \$1,000,000.00 for injury to or death or one person or as a result of one occurrence and not less than \$3,000,000,00 for injury to or death of more than one person as a result of one occurrence and for damage to property in the amount of \$100,000.00, or a combined single limit of \$500,000.00 insuring Tenant, Landlord, and Landlord's Agents, Servants, and employees (as additional insureds) against any liability that may accrue against them or either of them on account of any occurrences in or about the demised premises during the Term or in consequence of Tenant's occupancy thereof and resulting in personal injury or death or property damage. Tenant shall furnish to Landlord certificates of all insurance required under this paragraph. Tenant agrees to comply with all reasonable requirements of Landlord's insurance carrier so as not to cause cancellation of Landlord's insurance coverages. Tenant specifically agrees and is required to maintain ABC type, portable fire extinguishers in the premises and said extinguishers must be serviced annually, tagged and dated.

**DEFECTS IN PREMISES:** Landlord shall not be liable for any injury or damage caused by, or growing out of, any defect in said building, or its equipment, drains, plumbing, electric or telephone wiring, electric or electronic equipment or appurtenances, or in said premises, or caused by, or growing out of fire, rain, wind, leaks, seepage or other cause.

SNOW, ICE, TRASH: If the Leased premises, or any part thereof, consist of first floor space adjacent to the street, or ground adjacent to the street, Tenant will keep the sidewalk, steps, curb and gutter in front thereof or adjacent thereto clean and free from snow, ice, debris, or other hazardous materials or obstructions and will hold Landlord harmless from all damages or claims arising out of Tenant's failure to do so.

EVENTS OF DEFAULT: Upon the happening of any one or more of the events as expressed in this paragraph, Landlord shall have the right, at the option of Landlord, to either annul and Terminate this Lease upon two days written notice to Tenant and thereupon re-enter and take possession of the premises; or the right upon two days written notice to Tenant to re-enter and re-let said premises, from time to time, and such re-entry or re-letting or both, shall not discharge Tenant from any liability or obligation hereunder, except that rents (that is, gross rents less the expense of collecting and handling, and less commission) collected as a result of such re-letting shall be credited on Tenant's liability up to the amount due under the Terms of this Lease and the balance, if any, credited to Landlord. Nothing herein, however, shall be construed to require Landlord to re-enter and re-let, nor shall anything herein be construed to postpone the right of Landlord to sue for rents, whether matured by acceleration or otherwise, but on

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the contrary, Landlord is hereby given the right to sue therefor at any time after default. The events or default referred to herein are: (I) failure of Tenant to pay anyone or more of the installments of rent, or any other sum provided for in this Lease as and when the same become due. (2) the removal, attempt to remove or permitting to be removed from said premises, except in the usual course of trade, the goods, furniture, effects or other property of Tenant or any assignee or sub-tenant of Tenant, (3) the levy of an execution or other legal process upon the goods, furniture, effects or other property of Tenant brought on the Leased premises or upon the interest of Tenant in this Lease, (4) the filing of a Petition in Bankruptcy, a Petition for an Arraignment or reorganization by or against Tenant; the appointment of a receiver or trustee, or other court officer, for the assets of Tenant, (5) the execution of an assignment for the benefit of creditors of Tenant; (6) the vacation or abandonment by Tenant of the Leased premises or the use thereof for any purpose other than the purpose for which the same are hereby let or (7) if the rental herein is based in whole or in part on the percentage of Tenant's sales; failure of Tenant to exercise diligent effort to produce the maximum volume of sales; (8) the assignment by Tenant of this Lease or the re-letting or sub-letting by tenant of the Leased premise or any part thereof without the written consent of Landlord first had and obtained; (9) the violation by Tenant of any other of the Terms, conditions or covenants not set out in this paragraph on the part of Tenant herein contained and failure of Tenant to remedy such violation within ten (10) days after written notice thereof is given by Landlord to Tenant.

**REMOVAL OF GOODS:** Tenant shall not remove any of the goods, wares or merchandise of Tenant from said premises other than in the regular course of Tenant's trade or business without having first paid all rent due or to become due under the Terms of this Lease.

ACCELERATION OF RENT; DEFAULT-ATTORNEY FEE AND COST; WAIVER OF EXEMPTIONS: Upon Termination or breach of this Lease or re-entry upon said premises for any one or more of the causes set forth above, or upon Termination of this Lease or re-entry of said premises, the rents provided for in this Lease for the balance of the original rental Term, or any renewal Term or other extended Term, and all other indebtedness to the Landlord owed by Tenant, shall be and become immediately due and payable at the option of Landlord and without regard to whether or not possession of the premise shall have been surrendered to or taken by Landlord. Tenant agrees to pay Landlord, or on Landlord's behalf, a reasonable attorney's fee in the event Landlord employees an attorney to collect any rents due hereunder by Tenant, or to protect the interest of Landlord in the event the tenant is adjudged a bankrupt, or legal process is levied upon the goods, furniture, effects or personal property of Tenant upon the said premises, or upon the interest of the Tenant in this Lease or in said premises, or in the event Tenant violates any of the Terms, conditions, or covenants on the part of the Tenant

herein contained. In order to further secure the prompt payments of said rents, as and when the same mature, and the faithful performance by Tenant of all and singular the Terms, conditions and covenants on the part of Tenant herein contained, and all damages, and costs that Landlord may sustain by reason of the violation of said Terms, conditions and covenants, or any of them, Tenant hereby waives any and all rights to claim personal property as exempt from levy and sale, under the laws of any State or the United States.

ABANDONMENT; RE-LETTING: In the event Tenant substantially abandons the Leased premises before the expiration of the Term, whether voluntarily or involuntarily, or violates any of the Terms, conditions, or covenants hereof, Landlord shall have the privilege at Landlord's option of re-entering and taking possession of said premises and leasing all or any portion of said premises for such Term and for such use deemed as satisfactory to Landlord, applying each month the net proceeds obtained from said leasing to the credit of Tenant up to the amount due under the Terms of this Lease herein and the balance to Landlord and said leasing shall not release Tenant from liability hereunder for the rents reserved, or any other sum due Landlord or performance due by Tenant, for the residue of the Term hereof, but Tenant shall be responsible each month for the difference, of any, between the net rents obtained from such leasing and the monthly rent reserved hereunder, and said difference shall be payable to Landlord on the first day of each month for the residue of the Term hereof.

RE-ENTRY; ETC.; NO BAR: No re-entry hereunder shall bar the recovery of rent or damages for the breach of any of the Terms, conditions, or covenants on the part of Tenant herein contained. The receipt of rent, or keys to the premises, after breach or condition broken, or delay on the part of Landlord to enforce any right hereunder, shall not be deemed a waiver of forfeiture, or a waiver of the right of Landlord to annul the Lease or to re-enter said premises or to re-let the same, or to accelerate the maturity of the rents hereunder.

**REINSTATEMENT:** If this Lease is Terminated by Landlord for any reason, including nonpayment of rent, and Tenant pays the rent, attorney's fees and other charges and thus makes himself current, and/or remains or continues to be in possession of the Lease premises or any part hereof, this Lease, with Landlord's consent, will be considered reinstated, and will continue in effect as though it has not been Terminated.

IMPROVEMENTS AND ADDITIONS PROPERTY OF LANDLORD: All improvements and additions (including electrical fixtures) to the Leased premises shall adhere to the Leased premises, and become the property of Landlord, with the exception of such additions as are usually classed as furniture and trade fixtures; said furniture and trade

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fixtures are to remain the property of Tenant, and may be removed by Tenant two (2) weeks prior to the expiration of this Lease, provided all Terms, conditions and covenants of within contract have been complied with by Tenant and provided said Tenant restores the building and premises to its original condition, normal wear and tear excepted.

FIRE & OTHER CASUALTY: In the event of the total destruction of, or partial damage to, the buildings upon the demised premises by fire or other casualty, Landlord shall proceed with due diligence and dispatch to repair and restore the buildings to the conditions to which they existed immediately prior to the occurrence of such casualty, at Landlord's cost and expense, provided such cost does not exceed the proceeds of insurance collected on the building, by reason of such casualty, the application of which insurance proceeds are not prohibited, by reason of any mortgage provision, from being used toward the cost of restoration and repairing the same; provided, further, that if the unexpired portion of the Term of this Lease or any extension thereof shall be two (2) years or less on the date of such casualty and the cost of such repair or restoration exceeds twenty percent (20%) of the then replacement value of said damaged Leased premises, as estimated by two or more reputable contractors, Landlord may by written notice to Tenant, within thirty (30) days after the occurrence of such casualty. Terminate this Lease. If Landlord exercises the above right to Terminate this Lease and Tenant elects to exercise an option of renewal privilege which Tenant may have under this Lease, which if exercised, would extend the unexpired Term beyond two (2) years, Tenant may void such above notice of Landlord's right to Terminate this Lease by exercising such option renewal privilege within such thirty (30) day period. If the insurance proceeds are insufficient to effect such restoration or repairs, Landlord at its option may cancel this Lease by written notice to Tenant within thirty (30) days after the occurrence of such casualty. In the event the repairing and restoring of the buildings can not be completed within four (4) months after the date of occurrence of such casualty, as estimated by two or more reputable contractors, Tenant shall have the right to Terminate this Lease upon giving written notice to Landlord within thirty (30) days from the date of occurrence of said casualty. From the date of such damage or destruction until said building has been substantially repaired or restored, an equitable abatement of rent shall be allowed Tenant.

## TRANSFER OR ASSIGNMENT; CONDITIONS; LEASE ASSIGNMENT FEE CLAUSE:

Tenant shall not sublease, assign or transfer this Lease, nor allow a sublease, assignment or transfer, in whole or in part, by operation of law or otherwise, or mortgage or pledge the same, without the prior written consent of Landlord. As one of the conditions precedent to the obtaining of such consent, the assignee must assume, in writing, all the obligations of Tenant hereunder, but such assumption shall not operate to release Tenant from any agreement or understanding on the part of Tenant expressed or implied in this

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Lease. If a Lease assignment, transfer or sublease is consummated for this Tenant or anyone or more parties before the expiration to any assignment of this Lease, then Tenant, the assignee or transferee shall pay a \$500 fee to Landlord or Agent for each and every Lease transaction made.

NOTICES AND DEMANDS: All notices and demands authorized or required to be given to Tenant under any provision hereof must be in writing, and may be delivered to Tenant in person or left on or in the Leased premises or shall be conclusively deemed to have been delivered to the Tenant if the same be deposited in the United States mail addressed to Tenant at the Leased Premises, with the proper postage affixed thereto. All notices herein authorized are required to be given to the Landlord may be given by certified mail, addressed to Landlord at the address of Landlord shown on page 1 of this Lease, or in care of Landlord's rental agent at that time authorized by Landlord to service this Lease, and said notices must be in writing.

AGENTS REPAIR AND IMPROVEMENT: If Landlord undertakes to make any improvements or repairs on the Leased premises during the Term of this Lease, the cost of which exceeds \$5000 and if Agent supervises the same, Landlord agrees to pay the said Agent a reasonable fee for the additional services rendered.

HOLD HARMLESS: Tenant will indemnify and hold Landlord and Landlord's Agent free and harmless from all demands, claims and suits or expenses caused by any default committed hereunder on the part of Tenant. Tenant will further indemnify and save harmless Landlord and Landlord's Agent from any loss, cost, damage and/or expense caused by injuries to persons or property while in, on or about the demised premises, not attributable to the willfully wrongful act of Landlord or Landlord's Agent. Any property stored in the demised premises shall be at the sole risk of Tenant. Landlord will indemnify and save harmless Agent free and harmless from all demands, claims and suits or expenses caused by any default committed hereunder on the part of Landlord. Landlord will further indemnify and save harmless Agent from any loss, cost, damage and/or expense caused by injuries to persons or property while in, on or about the demised premises.

WAIVER OF SUBROGATION RIGHTS: Neither Landlord nor Tenant shall be liable to the other for any loss or damage from risks ordinarily insured against under fire insurance policies with extended-coverage endorsements, irrespective of whether such loss damage results from their negligence or that of any of their agents, servants, employees, licensees or contractors to the extent that such losses are covered by valid and collectable insurance on the property at the time of loss.

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**HOLDOVER:** Should Tenant continue to occupy the premises after the expiration of the said Term or after a forfeiture incurred, whether with or against the consent of Landlord, such tenancy shall be a tenancy at sufferance and in no event a tenancy from month to month, or from year to year.

**NON-WAIVER:** The failure of Landlord to insist, in anyone or more instances, upon a strict performance of any of the covenants of this Lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by Landlord of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision hereof shall be deemed to have been made unless expressed in writing, and signed by Landlord.

NON-WAIVER EMINENT DOMAIN AND CONDEMNATION: If all or any part of the demised premises is taken by eminent domain ("eminent domain") shall include the exercise of any similar power of taking, and any purchase or acquisition in lieu of condemnation), or in the event the improvements are condemned and ordered tom down or removed by lawful authority, then the Term of this Lease shall cease as of the date possession shall be taken by the condemning authority, or as of the date improvements are ordered tom down or removed, which every may be applicable, with the rent to be apportioned as of the date of such taking or of such order, as the case may be; provided, however, if as a result of a partial taking of the demised premises by eminent domain, the ground floor area of the building forming a part of the demised premises is reduced by not more than twenty-five (25%), Landlord may elect to continue the Term of this Lease and to restore, at Landlord's expense, the remaining premises to a complete architectural unit with storefront, signs and interior of equal appearance and utility as they had previous to the taking, but there will be prorate reduction of the rent payable each month. Landlord shall be deemed to have exercised its said option to restore the premises unless, with 30 days after the date of taking, Landlord shall notify Tenant in writing of its election to Terminate this Lease. Landlord shall be entitled to receive all of the proceeds of any total or partial taking of the demised premises by eminent domain, including any part of such award as may be attributable to the unexpired Leasehold interest or other rights of Tenant in the premises, and Tenant hereby assigns, and transfers to the Landlord all of Tenant's right to receive any part of such proceeds.

SUBORDINATIOTTORNMENT: At the option of Landlord this Lease may be subordinated to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the land and/or Building of which the Premises are a part and to all advances heretofore made or

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hereafter to be made upon the security thereof. Tenant agrees to execute and deliver to Landlord from time to time within ten (10) days after written request by Landlord all instruments which might be required by Landlord to confirm such subordination.

CLEAN PREMISES UPON TERMINATION, ETC: Tenant hereby agrees that upon the expiration or prior Termination of this Lease, Tenant will promptly remove from the Leased premises all signs, trash, debris and property of Tenant, and Tenant will leave the floors, stairs, passageways, elevator and shafts as clean as it is possible to clean them by means of the use of broom and shovel. Tenant shall surrender all keys and remove all of its elevator and shafts as clean as it is possible to clean them by means of the use of broom and shovel. Tenant shall surrender all keys and remove all of its trade fixtures and any alterations or improvements which Landlord requests to be removed before surrendering the premise and shall repair any damage to the Leased premises caused thereby. Tenant's obligation to observe or perform this covenant shall survive the expiration or other Termination of this Lease.

TAXES AND INSURANCE: In the event that during the Term of this Lease or any renewal period thereof, the total real estate taxes, rent taxes, special assessments, or insurance cost levied or assessed on the subject property owned by Landlord should be increased over and above the real estate taxes (after a full assessment), rent taxes, special assessments or insurance costs in effect on the date of this Lease, then Tenant shall pay to Landlord as additional rent a prorated share of such increased taxes, rent taxes, special assessments, or insurance costs which shall be in the proportion which the total area of the Leased Premises bears to the total rentable building area owned by Landlord of which these premises are a part. Without limiting the generality of the foregoing, Tenant shall pay Tenant's prorated share of any increase in real estate taxes over \_\_; and for general hazard/liability insurance over \_. Tenant will remit payment within thirty (30) days after invoicing by Landlord.

HAZARDOUS MATERIALS: In consideration of existing and future legislation concerning the handling, storage, use and disposition of dangerous/hazardous chemicals and materials, Tenant and Landlord acknowledge the risks "and liabilities associated with same and agree to the following: Tenant shall determine what laws, regulations and ordinances regarding the handling, storage, use and disposition of dangerous/hazardous chemicals and materials apply to Tenant's business with respect to the Leased Premises. Tenant shall take all reasonable and necessary steps, including any inspections, test or studies, as required by such laws to cause prompt and ongoing compliance therewith. Tenant agrees to immediately notify Landlord and the appropriate authorities of any material spills or improper discharges of any dangerous/hazardous chemicals and materials. Further, in addition to and in further support of any compliance with other hold

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harmless and indemnification obligations, Tenant acknowledges and assumes total responsibility for any and all dangerous/hazardous chemicals and materials it may handle, store, use and dispose of in or about Leased Premises. Such responsibility shall include, but not be limited to, medical costs and personal injury awards (compensatory and/or punitive), environmental clean-ups and related costs, governmental fines against Landlord and/or Tenant resulting from Tenant's willful and/or negligent handling, storage, use, disposition of dangerous/hazardous chemicals and materials, and/or Tenant's noncompliance with applicable law. Tenant shall, upon governmental request or upon Landlord's reasonable request, disclose the type and quantity of dangerous/hazardous chemicals and materials Tenant is/has handled, stored, used, disposed of in or about the Leased Premises.

RENT ADJUSTMENT: The Rent shall be increased annually by the amount of ten percent (10%) per year, commencing on the first day of the second Lease year and on the first day of each Lease year thereafter, compounded annually. Accordingly, the Rents for the second Lease year shall be equal to the product of 110% times the Rents for the first Lease year; the Rents for the third Lease year shall be equal to the product of 110% times the Rents for the second Lease year as previously adjusted; and the Rents for any succeeding years shall be adjusted in the same manner. The Term "Lease year" shall refer to the twelvemonth period commencing with the first day of the first month that Rents are due to be paid under the Lease.

POSSESSION: (a) Landlord shall use reasonable diligence to deliver possession of the Premises ready for Tenant's occupancy on the Date of Beginning of Lease Term (being the date the Term this Lease is to begin, as set forth on the first page thereof). (b) If the Premises are not ready for Tenant's occupancy on the Date of Beginning of Lease Term, Tenant's obligation of payment shall not commence until Landlord notifies Tenant that the Premises are ready for Tenant's occupancy, provided that if the Landlord's preparation of the Premises for occupancy shall be delayed due to any act or omission of Tenant or any of Tenant's employees, agents or contractors (not due to any act or omission of Landlord or any of its employees, agents or contractors), the Premises shall be deemed ready for occupancy on the date when they would have been ready but for such delay. No delay in delivering possession of the Premises shall have the effect of extending the Term of this Lease or of changing the Date of Beginning of Lease Term. (c) The Premises shall be deemed ready for occupancy when Landlord's Work, and so much of Tenant's Work as Landlord shall have undertaken, in the Premises have been substantially completed; and they shall be deemed substantially completed notwithstanding the fact that minor or insubstantial details of construction, mechanical adjustment or decoration remain to be performed, the non completion of which does not materially interfere with Tenant's use of the Premises. Occupancy of the Premises by Tenant shall constitute Tenant's

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acceptance of the Premises and acknowledgment that Landlord's Work and Tenant's Work have been substantially completed. (d) If the Landlord shall be unable to give possession of the Premises on the date of the commencement of the Term hereof because the Premises shall not be ready for occupancy, the Landlord shall not be subject to any liability for the failure to give possession on said date. Under such circumstances, unless the delay, is the fault of the Tenant, the Rent shall not commence until the Premises are available for occupancy by the Tenant, and no such failure to give possession on the date of commencement of the Term shall in any wise affect the validity of this Lease or the obligations of the Tenant hereunder, nor shall same be construed in any wise to extend the Term of this Lease. (e) If Tenant does not accept possession of the demised premises or if Tenant defaults under this Lease, Tenant shall be liable in damages, in addition to the amounts specified elsewhere herein or available under law, for Landlord's costs incurred in making the improvement described within the Lease.

RULES AND REGULATIONS: Tenant and Tenant's employees and agents shall faithfully observe and comply with the Rules and Regulations as stated within the Lease, and such reasonable changes therein as Landlord at any time or times hereafter may make Rules and Regulations and communicate in writing to Tenant. In case of any conflict or inconsistency between the provisions of this Lease and any of the contained shall be construed to impose upon Landlord any duty or obligation to Tenant to enforce the Rules and Regulations or the Terms, covenants or conditions in any other Lease, as against any other tenant of the Building, and Landlord shall not be liable to Tenant for violation of the same by any other tenant or its employees, agents or visitors.

SUBORDINATION/ESTOPPEL: (a) The rights of the Tenant under this Lease shall be and are subject and subordinate at all times to all ground Leases, and/or underlying Leases, if any, now or hereafter in force against the Property, and to the lien of any mortgage or mortgages now or hereafter in force against such Leases and/or the Property, and to all advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. This Section is self-operative and no further instrument of subordination shall be required. In confirmation of such subordination Tenant shall promptly execute such further instruments as may be requested by the Landlord. The Tenant hereby irrevocably appoints the Landlord as attorney-in-fact for the Tenant with full power and authority to execute and deliver in the name of the Tenant any such instrument or instruments. Tenant, at the option of any mortgage, agrees to attain to such mortgagee in the event of a foreclosure, sale or deed in lieu thereof. (b) The Tenant agrees that from time to time the Tenant will deliver to the Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and identifying the modifications), the dates to which

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the rent and other charges have been paid, and that, so far as the person making the certificate knows, the Landlord is not in default under any provision of this Lease, and, if the Landlord is in default, specifying each such default of which the person making the certificate may have knowledge, it being understood that any such statement so delivered may be relied upon by any prospective purchaser, mortgagee, or any assignee of any mortgage on the Property.

INCREASED TAXES AND OTHER COSTS: Tenant agrees that in the event there shall be any increase in ad Valero taxes after the first full tax year of the Lease Term hereof in which both the value of the land and building in which the space demised herein is located shall be assessed for tax purposes, or any increase in the cost of insurance, or utilities used in the services of the said building, or further, in the event that any taxing authority shall levy or assess against the above said improvements and the ground thereunder or against the rent herein stipulated to be paid, any character of tax, fee or license not at the date of this Lease levied or of this Lease shall have the right to make additional charges for such increased costs, taxes, assessments, fees or licenses as hereinafter provided, which additional charges shall be paid by the Tenant in monthly installments at the same time and in the same manner as the rental hereinbefore provided. Such additional charges shall be in an amount to represent the fair proportion of such increased costs to be allocated to the premises occupied by the Tenant, calculated on the bases of the area of the demised premises divided by the area of the leaseable square feet in the Project (which is hereby agreed to be 35,200 square feet), and on the increase in such costs. If evidence of such increases either in the items of cost aforesaid or in taxes, assessments, fees or licenses shall be demanded by the Tenant, then a statement of such increases by a Certified Public Accountant shall be deemed sufficient evidence to support such additional charges.

INSURANCE: (a) Tenant shall maintain and keep in force Workmen's Compensation insurance with statutory limits and maintain and keep in force adequate plate glass insurance on all plate glass in the demised premises, in addition to the endurance required elsewhere in the Lease. (b) Landlord shall maintain and keep in force, at all times during the Term if this Lease Fire, Extended Coverage, Vandalism and Malicious Mischief Insurance on the building and Tenant agrees to reimburse Landlord at its proportionate share of any increase in premiums over and above year one (1) of the Lease Term, including any renewals thereof, of said insurance paid by Landlord based upon the total square footage in the Project and the fire rates for these demised premises. (c) As is contained in the Lease agreement, the Tenant is completely responsible for maintaining insurance coverage on contents.

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MISCELLANEOUS: (a) Tenant shall not make any penetrations through or alterations of the roof, walls, ceiling, floors, or other members of the premises without the written approval of the Landlord. (b) No acceptance of rent by Landlord after the initial Term shall give rise to any renewal Term nor evidence any agreement between the parties other than an agreement to allow Tenant to retain the premises as a tenant at sufferance for the period covered by the rent accepted. (c) This Lease cannot be modified except by a written agreement signed by both parties expressly modifying this Lease. (d) Tenant represents that is has complied all necessary and desirable licenses, permits, and other governmental authorizations for the conduct of Tenant's business, as well as any applicable regulatory, corporate, or other approvals needed to enable Tenant to conduct its business. (e) Any person signing this Lease in a representative capacity represents that he is duly authorized to so sign and to bind the party on whose behalf he is signing; and agrees to furnish proof (if., certified resolutions or partnership or trust agreement) of his authority and of the authorization of the principal to execute this instrument.

BINDING EFFECT: This Lease shall be binding upon, and inure to the benefit of, Landlord and Tenant, their executors, administrators, heirs assigns or successors. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for Lease, and, anything herein to the contrary notwithstanding, this instrument shall not become effective as a Lease or otherwise until execution and delivery by both Landlord and Tenant.

ENTIRE AGREEMENT: This Lease constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral. This Lease may not be amended orally, but only by an agreement in writing signed by both parties.

**SEVERABILITY:** In the event any provision of this Lease conflicts with the law under which this Lease is to be construed or if any such provision be held invalid by a court having jurisdiction over the parties, such provision will be deleted from this Lease and this Lease will be construed to give effect to the remaining provisions hereof.

COUNTERPARTS; FACSIMILE SIGNATURES: This Lease may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts taken together, whether in facsimile or original form, shall be deemed to constitute one and the same instrument.

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#### **RULES AND REGULATIONS:**

- 1. No public areas of the Building shall be obstructed or used for any purpose other than ingress and egress to and from the Premises.
- 2. No sign or signs of any kind shall be placed in the exterior of the Building or otherwise so as to be visible in any manner from outside the Building, and no sign or signs, except in uniform location and uniform style approved by Landlord will be permitted in any public corridors or on corridor doors or entrances to the Premises. Corridor door signs and legends on directory tablets shall be supplied for Tenant by Landlord at Tenant's expense.
- 3. No equipment or installation of any kind shall be attached to the exterior of the Building, and no blinds, shades, screens or other items which would present an unsightly appearance from outside the Building shall be installed without the prior written consent of Landlord. Tenant shall cooperate with Landlord in maintaining an attractive exterior appearance for the Building and in obtaining maximum effectiveness of the heating and air conditioning system in the Building by closing venetian blinds in the Premises at such times as the Landlord may reasonably request.
- 4. No birds, animals (except "Seeing Eye" dogs accompanying a blind person), bicycles or other vehicles shall be brought into the Building.
- 5. After normal business hours, every person (including Tenant and Tenant's agents, employees and visitors) entering and leaving the Building may be questioned by watchmen as to that person's business therein and may be required to sign such person's name on forms provided by Landlord.
- 6. No cooking shall be done or permitted in the Premises; nor shall any space in the Premises be used for manufacturing, for the storage of merchandise or for the sale of merchandise, goods or property of any kind at auction; nor shall the Tenant permit the Premises to be used for lodging, sleeping or for any immoral or illegal purpose or for any purpose that will damage the Premises or the Building or the reputation thereof; nor shall any inflammable, combustible, explosive or otherwise dangerous substance at any time be brought into or kept in the Premises. Tenant shall not make noises, cause disturbances or vibrations or use or operate any electrical or electronic devices that emit sounds or other waves or disturbances, or create odors in such manner as to disturb others outside the Premises or as to interfere with the radio or television broadcasting or reception from or in the Building or elsewhere. All business machines and mechanical equipment belonging to Tenant which may cause vibration or noise or cause cold or heat to be transmitted to the Building structure or to any Leased space in the Building, to such a degree as to be objectionable to Landlord or to any other tenants in the Building, shall be so maintained and operated by Tenant at Tenant's expense as to absorb and prevent such vibration or noise or transmission of heat and cold.
- 7. Movement in or out of the Building of furniture, office equipment or other heavy or bulky items shall be restricted to such hours as may be specified by Landlord from time to time

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and such movements must be made only upon previous notice to the superintendent of the Building and under his supervision. There shall not be placed upon any floor of the Premises a load exceeding the floor load per square foot which such floor was designed to carry or which is allowed by law.

- 8. Canvassing, soliciting and peddling in the Building is prohibited, and Tenant shall cooperate to prevent the same.
- 9. A reasonable number of keys for exterior doors to the Premises will be furnished by Landlord at the Date of Beginning of Lease Term, and Tenant shall not affix additional locks or bolts on any doors or replace or alter the mechanism of any locks originally installed. Tenant shall acquire duplicate keys only from Landlord. Upon Termination of the Lease Term Tenant will return all keys to Landlord and will pay to Landlord the cost of replacing all lost keys.
- 10. Tenant will not lay or permit to be laid linoleum, rubber or asphalt tile, carpets or other floor covering in the Premises except with the express prior written approval of Landlord with respect to the method of laying such floor covering.
- 11. Landlord's employees shall not perform any work or do anything outside of their regular duties, except as expressly authorized by Landlord.
- 12. No person shall be employed be Tenant to do janitor work in the Premises and not persons other than Landlord's employees shall clean the premises unless Landlord shall give its express prior written consent thereto. Any person employed by Tenant with Landlord's consent to do janitor work shall, while in the Building and outside the Premises be subject to and under the control and direction of the superintendent of the Building (but shall not at any time be deemed the agent or servant of said superintendent or of Landlord). Only Landlord or Landlord's designees authorized in writing by Landlord will be permitted to furnish linen, towel and other similar supplies and services to the Building or to sell, deliver or furnish any food or beverages whatsoever for consumption within the Premises or elsewhere in the Building or to perform repairs, painting, interior moving or other work that may be done on the Premises.
- 13. Tenant assumes full responsibility for protecting the Premises from theft, robbery and pilferage, including keeping doors locked and other means of entry into the Premises closed.
- 14. Tenant shall be responsible for the observance of these rules and regulations by Tenant's employees, agents clients, customers, invitees and guests.

IN WITNESS WHERE/OF, Landlord and Tenant have respectively executed these presents as of the 29 day of December , 2022.

Landlord Representative Signature

Tenant Representative Signature

# SECURE TRANSPORTER LICENSE

Exhibit 20 - Security Plan

Daffrie Lashay Madin

Printed Name of Verifying Official

Signature of Verifying Official

Uwner

Title of Verifying Official

Verification Date

The Applicant's Security Plan will be consistently maintained and updated to include a plan for security at each facility, if applicable, including but not limited to the following compliance policies:

In accordance with Rule 538-x-7-.02 Licensing and Regulation of Medical Cannabis as to Secure Transporters, the Applicant will:

- a. Transport cannabis and medical cannabis, in a safe, efficient and professional manner from and to licensees' facilities, pursuant to such contracts as the Secure Transporter may negotiate between itself and one or more licensees.
- b. Log details regarding the product and the transport in the Statewide Seed-To-Sale Tracking System and/or the manifest relating to said transport.
- c. During transit, maintain cannabis and medical cannabis:
  - (1) in accordance with an approved security plan
  - (2) in a moisture- and temperature-controlled environment acceptable to the contracting licensee, to avoid deterioration or loss of efficacy of the cargo.

#### 2. The Applicant will not:

- a. Cultivate, process or dispense cannabis.
- b. Perform the functions of a State Testing Laboratory.
- c. Make home delivery of cannabis or medical cannabis to anyone.
- d. Transport patients or caregivers to or from dispensing sites or any other licensees' facilities. e. Transport any cargo except cannabis, medical cannabis and associated products, materials, packages or containers.

As per Rule 538-x-7-.03 Applications and Applications Processing as to Secure Transporters Generally, the Applicants Security Plan will also include a verified plan for security during transport of medical cannabis, including but not limited to the following:

1. Variable route plans and GPS tracking systems will be monitored from the secure transporter's security center using Wi-Fi or hardline network technology.

- 2. Locks and Alarm systems will be installed on all vehicles proposed for the secure transport of medical cannabis, including but not limited to the storage area within each vehicle where the product is to be kept while in transit.
- 3. Vehicle dashboard and storage area audio/video recording devices (self- recording and, at all times possible, viewable from and saved directly to the secure transporter's security center) will be installed and operational at all times while the vehicle is in transit, and will include lighting and resolution sufficient to readily identify individuals and activities depicted in the same way as required of audio/video recordings inside licensees' facilities, and kept for the same time and under the same conditions as for such audio/video recordings. See paragraph 3.m.(16)(k) of Rule 538-x-3-.03.
- 4. Secure transport vehicles will be free of markings:
  - a) indicating that they are carrying cannabis or medical cannabis, or
  - b) bearing the name or logo of any other licensee.
- 5. Cannabis and/or medical cannabis will be kept in sealed tamper-evident containers that are not accessible to transport personnel during transit but are equipped with tracking devices that can be monitored remotely by the secure transporter at all times during transit.
- 6. Cannabis, medical cannabis and containers holding the same will not be visible or recognizable outside the secure transport vehicle.
- 7. Secure Transport drivers will have ready access to duress panic and/or hold-up alarms that may be activated in the event of an attempted diversion by unauthorized personnel, hijackers, terrorists, or other improper intervenors. Each employee in a secure transport vehicle will have communication access to the Secure Transporter's security center and be able to contact 911 at all times while the secure transport vehicle contains cannabis or medical cannabis.
- 8. If an emergency requires stopping the vehicle, employees will notify the secure transporter's security center (or ALEA) of the nature of the emergency and complete an incident report form provided by the Commission.

- Under no circumstances may any person other than a designated secure transporter employee have actual physical control of the motor vehicle transporting cannabis or medical cannabis.
- 10. Secure Transport drivers will be trained in, and have ready access to, secure procedures for undergoing administrative inspection by law enforcement pursuant to § 20-2A-65(c), Code of Alabama 1975 (as amended). A Secure Transport employee will carry an employee ID card at all times when transporting or delivering cannabis or medical cannabis; upon request, the ID card will be presented to the Commission or law enforcement officer acting in the course of official duties.
- 11. Individual batches of cannabis or medical cannabis prepared for storage or transport will be appropriately labeled and inserted in containers prior to transport. Batches will be bar-coded, QR coded, or otherwise digitally coded to identify the following:
  - a) The batch number(s) or plant tag number(s),
  - b) The contracting licensee,
  - c) Facility of origin,
  - d) The type of product,
  - e) The date of harvest and/or processing and packaging, as applicable, and
  - f) The date of the last State Testing Laboratory approval.
- 12. Secure Transport vehicles will have no fewer than two personnel (a driver and one other) in the vehicle at all times when the vehicle is carrying cannabis or medical cannabis and is (A) making more than a single stop on the route and/or (B) traveling more than ten (10) miles while carrying cannabis or medical cannabis. Notwithstanding the foregoing, a single employee may transport cannabis or medical cannabis to or from a State Testing Laboratory. Secure Transport vehicles may not be left unattended at any time when containing cannabis or medical cannabis; at least one employee will remain with the vehicle at all times when the vehicle contains cannabis or medical cannabis. Only designated personnel will occupy a secure transport vehicle during transport of cannabis or medical cannabis; non-employee passengers of any kind are prohibited.

- 13. Secure Transport vehicles carrying cannabis or medical cannabis will adhere to the designated route at all times. If an alternate route is necessary, the driver will contact the security office and note the change on the route plan. Secure transporters will document all stops in transit for refueling or otherwise, including the reason for the stop, the duration of the stop, the location of the stop, and all activities of employees exiting the vehicle.
- 14. Secure transport vehicles will be equipped with GPS tracking and monitored throughout transit by the Secure Transporter's security center through Wi-Fi or hardwire networking technology.
- 15. Route plans, manifests, transport logs, freight bills, bills of lading and any free- on-board ("FOB") terms of sale documents, maintenance and repair records, and insurance documentation will be kept (either manually or electronically, including, but not limited to, as part of the Statewide Seed-to-Sale Tracking System), as to all vehicles in the secure transporter's fleet, for a period of not less than two (2) years, and longer upon the request of the Commission or law enforcement. Such documents will be made available to the Commission or its representatives (including inspectors) during inspections and other official visits.
- 16. Upon request, a secure transporter will make available to the Commission or its inspectors all information relating to the security plan.

As per Rule 538-x-7-.05 Medical Cannabis Education and Safety Training Requirements for Employees, in addition to the medical cannabis education and safety training applicable to all employees of licensees generally, transport personnel (i.e., drivers and any other employees whose job is to accompany drivers) employed by a secured transporter will annually complete and receive certification for no less than five (5) hours of training specifically tailored to driver safety and procedures related to the proper procedures to be followed when transporting cannabis and medical cannabis.

In accordance with Rule 538-x-7-.07 Manifests and Transport of Cannabis and Medical Cannabis.

- 1. As used herein, a "manifest" is a document listing the cargo and crew of a vehicle, for the review and use of state officials and licensee personnel.
- 2. Before transporting cannabis or medical cannabis, the Applicant will:
  - a. Complete a manifest on a form approved by the Commission, and
  - b. Input the manifest to the Statewide Seed-to-Sale Tracking System.
- 3. At a minimum, manifests as used in this Chapter will contain each of the following:
  - a. The names of the driver, crewmember, and any other individuals onboard.
  - b. The name and address of the destination.
  - c. The weight and description of each individual package that is part of the shipment, and the total number of individual packages.
  - d. The date and time the medical cannabis shipment is placed into the transport vehicle.
  - e. The date and time the shipment is accepted at the delivery destination.
  - f. The identity of the employee having custody of the cannabis or medical cannabis, and the circumstances, duration, and disposition of any other person who had custody or control of the shipment.
  - g. Any handling or storage instructions.
- 4. The manifest will be signed by:
  - a. An authorized employee of the facility from which the cannabis or medical cannabis is being transported; and
  - b. The Applicant's driver; and
  - c. An authorized employee of the receiving facility.
- 5. Prior to transport, the Applicant will verify the following:
  - a. That individual batches of cannabis or medical cannabis have been tagged or otherwise identified and inserted in containers.
  - b. That batches and containers are QR coded or otherwise digitally coded, identifying at a minimum the licensee and facility of origin, the licensee and facility of destination, and the date of the State Testing Laboratory's last testing and approval.

- c. That cannabis and medical cannabis is accompanied by a manifest and any other appropriate documentation, and that the information thereon is accurate and has been duly executed by the transporting licensee and the driver.
- d. That all information from the QR code relating to the cannabis or medical cannabis, as well as the date and time of shipment, has been logged into the Statewide-Seed-to-Sale Tracking System.
- 6. Upon delivery, the Applicant will coordinate with the receiving licensee to:
  - a. Verify and document the type and quantity of the transported medical cannabis against the manifest.
  - b. Input the updated manifest to the Statewide Seed-to-Sale Tracking System.
  - c. Sign the manifest and other documents demonstrating that delivery has been accomplished.
- 20.1 Twenty-four-hour alarm systems will be installed in all facilities where cannabis or medical cannabis products are present. Such alarms will 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 and will cover all areas where cannabis or medical cannabis products are delivered, received, handled, stored, prepared, processed, tested, packaged, labeled, or readied for transport.
- **20.2** Reception areas and personnel adjacent to ingress and egress points will have ready access to duress panic and hold-up alarms that may be activated in the event of access by unauthorized personnel or intruders.
- **20.3** Broadcast communication devices (cell phones, intercom equipment or the like) will be:
  - o Carried by each employee or installed in all areas of each facility designed for regular access by humans.

o Accessible for communication by all personnel at all times, and particularly at perimeter ingress/egress stations, facility reception areas, and the security office. o Capable of providing information with sufficient clarity to be heard and understood by all personnel and visitors within earshot of the employee receiving the communication.

20.4 - The Applicant, at each of its facilities, will maintain an audio/video surveillance system that will be in continuous operation 24 hours per day.

Cameras will be fixed in place covering both the interior and exterior of the facility, in such quantity, with such lighting, and at such resolution as will 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 will clearly and accurately display the time and date. Audio recordings will clearly and accurately capture sound within camera range at a level of 20 decibels or greater. (Note: Audio/Video surveillance records will 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 will 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.)

20.5 - The perimeter and any outdoor premises of each of the Applicant's facilities will be surrounded by a sufficient fence or barrier to prevent access by unauthorized persons and will 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 the 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.

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

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

In the same way that the interior protocols exceed regulatory security requirements, the property's exterior surveillance also exceeds requirements. The property's exterior and perimeters will be constantly monitored through double coverage. The Applicant will maintain unobstructed video surveillance of outside areas, the facility front, and the parking lot. Cameras will be angled for facial recognition of all individuals entering and exiting the facility, as well as license plates of all vehicles. Additional lighting will be installed, if necessary, to increase picture clarity and brightness. Cameras will be calibrated and focused to maximize the quality of the recorded image.

The Applicant's Transportation Manager will ensure the interior and exterior areas of all facilities remain sufficiently lit and clear of obstructions for surveillance purposes. Managers and agents will be responsible to ensure that loitering around the facility is not allowed through real-time video surveillance or direct observation of critical areas, including all parking lots. The Applicant's SOPs will include daily opening and closing security equipment checks.

Signage is an important factor in the Applicant's exterior security. The Applicant's facility will include signage in a conspicuous location at each entrance of the facility that reads:

#### PERSONS UNDER 21 YEARS OF AGE ARE NOT PERMITTED ON THESE PREMISES

Additionally, in a conspicuous location at each entrance of the facility and to deter would-be trespassers, the Applicant will also have a sign that reads:

#### THESE PREMISES ARE UNDER CONSTANT VIDEO SURVEILLANCE

The property's exterior will be maintained in such a way as to allow full, unobstructed views of all individuals and vehicles on the property. In accordance with company policy, the exterior landscaping of the facility will be maintained so as not to allow any concealment near the facility. Trees will be maintained to have at least an eight-foot canopy. Ground plantings will be kept trimmed to a height no greater than two feet. The Applicant will also ensure that trees, bushes- and other foliage outside the facility do not allow for a person or persons to conceal themselves from sight. The facility's exterior will be lit by commercial high-lumen fixtures sufficient to facilitate surveillance and to provide for the safety of all individuals on the premises. Through this lighting, the exterior and perimeter of the property will be fully illuminated, thus preventing individuals from hiding. Sufficient parking will be available for agents and visitors with disabilities, veterans, and pregnant women. The traffic will flow in one direction from entrance to exit to help create better traffic flow.

#### Loitering

The Applicant will provide a system of processes and controls to prevent individuals from remaining on the premises if they are not engaging in a permitted activity. Managers and agents will ensure that loitering around the facility is not allowed through real-time video surveillance or direct observation of critical areas, including all parking lots. Agents are required, as a condition of employment, to report any suspicious activity or security concerns to their manager immediately. See Subsection: Safety Procedures and Training for Agents, below.

#### Safety Procedures and Training for Agents

The safety and security of the company's agents and visitors are the Applicant's primary concern. The Applicant believes that safety begins during the hiring process and, as a result,

has established hiring criteria to help inform hiring decisions of management. After the potential employee's interview for a position at the Applicant's facility, the employees will undergo a background check to ensure their financial, personal, and criminal backgrounds are clear. Once hired, agents will undergo rigorous onboarding. Throughout their employment, agents will undergo randomized drug testing and yearly background checks to ensure the safety of all agents and to mitigate the risk of theft or diversion of cannabis, cannabis-infused products, or currency. Transportation agents will not be permitted to wear clothing with pockets and all agents' bags and purses will be checked prior to leaving the facility. These procedures help facilitate the Applicant's commitment to ongoing theft and diversion prevention.

Internal and external security threats to the company exist relating to physical, cyber, and procedural security for all facilities and operations. It is the responsibility of every agent to aid in the security of the company through prevention, awareness, reporting, and responsible incident management. The Applicant's culture of security incorporates security measures throughout all plans and procedures. All agents must receive adequate security training following the company's Staffing and Training protocols. Managers are responsible for ongoing security training in daily operations. Agents are required to report any suspicious activity or security concerns to their manager immediately, as a condition of employment.

Emergency contacts will be posted at every facility. Phone numbers for the alarm company, surveillance company, fire Commission, police Commission, spill response team, poison control center, the Commission contact, and 911 will be posted and updated as needed. Local law enforcement and Commission representatives will be incorporated into the security plan. Any changes to security protocols must be reviewed, approved, and documented by the Transportation Manager, and distributed to agents. Re-training will be scheduled as soon as possible, if required. Prompt reporting to local law enforcement, Alabama State Police, and/or the Department of Agriculture will be conducted when required.

As specified above, agents will be trained that keys must not be left inside locks, stored, or placed in a location accessible to persons other than specifically authorized personnel. Keys will not be left in locks, but rather stored or placed in an electronic key cabinet, which will be accessible only to individuals who have authorized access to equipment. All security measures, including combination numbers, passwords, biometric security systems, etc. will only be accessible to individuals who are specifically authorized by the Transportation Manager to access these devices. No combination numbers, passwords, or electronic or biometric security systems will be accessible to any person other than those who are specifically authorized by the Applicant.

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

The Applicant will engage with a leading cannabis security vendor to provide security at its facility. The Applicant selected this vendor due to its tenure in providing security services, surveillance, and equipment. This security vendor has been recognized as a security expert in leading cannabis industry associations. Through its decades-long experience in security consulting, systems integration, and operational oversight, the Applicant is confident that it has resourced its business with an optimum security vendor to integrate surveillance, equipment, and operational function and ensure the Applicant's facility is built with the highest level and quality of security available.

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

Although such situations are unexpected, a vault and U.L. TL-30 rated safe equipped with a U.L. Group 1 type mechanical lock will be part of the facility for the overnight storage of cannabis shipping containers should a delivery be rendered incomplete and return of shipment be unavailable. Incomplete deliveries may occur in emergency situations such as

flash flooding, tornados, or an emergency situation occurring at the receiving facility. In these situations, the Applicant's highest priority is the safety of its transportation agents, followed by the security of the cannabis product so that it does not render a safety risk to the public. Thus, the Applicant has implemented its emergency storage plan in these unexpected instances to ensure the safe handling and ongoing chain of custody of the product. The Applicant's storage vault will be designed by a company that works directly with the DEA to build compliant cannabis vaults. A U.L. TL-30 rated safe will resist abuse for 30 minutes from items such as hand tools, picking tools, mechanical or electrical tools, grinding points, carbide drills, devices that apply pressure, cutting wheels, and power saws. U.L. defines Group 1 combination locks as resistant to skilled manipulation attacks for up to 20 hours. The Applicant has designed the placement of its vault to be set within a larger storage room that will be reinforced with steel rods within the walls. This method is successfully used by cannabis businesses across the country to make the storage area itself act as a vault in its construction. Within the storage area sits the vault and safe, neither of which will sit against an exterior wall, for added safety. The room in which the safe is located will be a limited access area where only authorized agents will be allowed to enter. Cameras will be placed facing all areas of storage. See subsection: Latest IP Tech and Surveillance Used, below. All currency or shipment counting and transit to the vault will be done in full view of cameras for unrestricted visuals on agents handling the currency or shipments at all times.

20.10 – Records, whether electronic or manual, will 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 will be kept for a minimum of two years, and longer at the request of the Commission or law enforcement.)

The Applicant will maintain a robust plan for recordkeeping, tracking, and monitoring inventory, quality control, and other policies and procedures that will promote security and transparency, while discouraging unlawful activity. This plan includes the Applicant's strategy to communicate with the Commission and law enforcement on the destruction and disposal of cannabis and all other items requested and required. The Applicant's inventory

monitoring and recordkeeping plan exceeds the requirements set forth in the Cannabis Regulation and Tax Act and the Emergency Rules so as to ensure strict compliance with the safeguards set forth by the State and facilitate the spirit of the law in order to ensure the safety of the public. The Applicant's experience in parallel industries and combined experience in managing, auditing, and ensuring compliance in their respective industries aids in this performance.

**20.11** – Employees, while on duty, will wear identification badges that clearly identify them as employees.

The Applicant will utilize identification badges to ensure further protection of agents, and customers. Employees will be issued identification cards which will serve as their identification badges. No person will be permitted to work for the Company without first obtaining their identification card. Cards will contain:

- 1. The name of the cardholder:
- 2. The date of issuance and expiration;
- 3. A random 10-digit alphanumeric identification number with at least 4 numbers and 4 letters that are unique to the holder;
- 4. A photograph of the cardholder; and
- 5. The legal name of the Applicant's company.

As a condition of employment, all agents will be required to keep their identification cards visible at all times when on company property. The Applicant's SOPs require agents and employees to display their identification cards around their neck and above the waist or around their upper arm above the elbow. Should the agent be terminated from the company, the agent will be required to return the identification card to the company. In the instance of a lost, destroyed, or stolen card, agents will be required to report the missing card to the Alabama State Police, the Commission, and the company immediately upon discovery of such loss and will cease employment until the identification card has been replaced by the Commission. If a transporter agent fails to renew their identification card before its

expiration, he or she will cease to work as an agent of the transporter, until the identification card is renewed.

**20.12** – Visitors, including vendors, other licensees, Commission members, inspection personnel, or other representatives will wear a "visitor pass" or "AMCC Official" pass, as applicable, at all times while on the Applicant's premises.

<u>Visitor Badges:</u> As detailed above, visitors must obtain a visitor identification badge before entering the facility and must be escorted at all times. Their visitor identification badge must be visibly displayed at all times in any limited access areas. All visitors must be logged in and out, and all visitor identification badges will be returned upon exit. The Transportation Manager is responsible for assigning and recording access rights. All visitors will be logged in and out, and a visitor log will be available for inspection by the Commission at all times. Agents are required to immediately report security breaches and incidents of noncompliance.

No Unannounced Visitors: It is the Applicant's policy to prohibit any unannounced visitors at any company facility. Scheduled visitors must be issued a visitor pass. The visitor pass must be visible at all times and returned in strict compliance with the spirit of the law and general headings. The exception to this rule covers all representatives of the Commission and other designated officials who may conduct both announced and unannounced visits to the facility following the company's compliance policies. Employees may allow representatives from the Commission access to the facility at any time without prior authorization but with the provision of appropriate identification and must record any such visit on the Visitor Log and notify the manager or Transportation Manager immediately upon their arrival.

<u>Commission Authorized Representatives:</u> Agents may allow authorized representatives of the Commission access to the facility at any time without prior authorization, but must

record any such visit on the Visitor Log and notify the manager or Transportation Manager immediately upon their arrival.

Contractor Badge: A contractor is a vendor, supplier, professional service representative or consultant (contractor) who has management-approved business with the company. Contractors are required to sign in and receive an identification badge if they will be accessing limited or restricted access areas of the facility. Contractors who will be in the facilities for only one day or less will be provided a Visitor Badge. All agents must be trained to issue visitor badges to contractors entering the facility. Contractors should be instructed to wear their badges properly while in the facility. An agent must continuously escort all contractors while in limited access areas.

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

The Applicant will make available its security alarm system to the Commission and law enforcement at all times. The Applicant will keep 24-hour recordings from all video cameras available for immediate viewing by the Commission. The Applicant will ensure that the company's security and alarm systems are operational at all times. The Applicant will provide additional security, as needed, and in a manner appropriate for the community where it operates. In an instance of theft or diversion, the Applicant will keep recordings for as long as necessary to aid in any investigation or proceeding. The Applicant's plan provides for thorough inventory documentation for collection, delivery, and rare instances of destruction and disposal, which will be communicated to the Commission and the Alabama State Police.

One of the Applicant's many initiatives for keeping its facility secure is through its relationships with local law enforcement. These relationships are key to ensuring immediate response in the instance of any attempted unlawful entry or diversion. As such, the Applicant

aims to develop strong partnerships with local law enforcement agencies. The Applicant's Transportation Manager will maintain a list of non-emergency police Commission contacts for the facility. The Transportation Manager will also maintain regular communication with each contact, advising any changes in security procedures. He or she will engage these agencies to support the company's security mission through collaborative training and exercises, observation patrols, rapid response to incidents, and proactive meetings. The Applicant will develop and employ any additional safeguards beyond the above, particularly if any special security concerns arise, or if required by the Commission. If the Applicant cannot meet one of the Commission's security regulations, the Transportation Manager will provide adequate substitute safeguards, ensuring their documentation, only after first obtaining approval from the Commission. All changes to the Security Plan will be submitted to the Commission for pre-approval.

Although such cases are unexpected, the Applicant will prepare its agents to sufficiently handle any challenging situations and circumstances that may arise. The ability to handle and defuse tense situations ensures the safety of other agents and visitors in the facility. It is company policy that all agents respond respectfully and adequately when handling difficult and tense situations, as well as illegal and/or sensitive inquiries. Every agent is responsible for reporting suspicious activities and persons to her or his manager. The Transportation Manager and law enforcement will be notified when a potential risk is identified. Should the person leave before law enforcement arrives, the agent will note the time in order to retrieve surveillance records and record a description of the suspect(s) and vehicle for police. All agents should be aware of persons monitoring business operations; asking about closing times, volume of business, the amount of money on hand, etc.; loitering in the area examining the layout and operations; and who may be waiting for a lull in business traffic. This information will be immediately reported to local law enforcement so as to more heavily monitor the facility and its surroundings in an effort to keep the facility secure. Should any loss or theft be discovered, the Applicant will immediately notify local law enforcement, the Commission of State Police, and the Department of Agriculture within 24 hours of the discovery of any loss or theft through phone or in-person communication, followed by electronic communication.

To prepare for unexpected threats or emergencies, the Applicant's Transportation Manager will work with the agencies to build training exercises for facility members. Having a vigorous relationship with local law enforcement is important to the Applicant. The Applicant is aware that this relationship will aid in the education of the community about the safety of engaging in the State's adult-use cannabis program and safe consumption.

The Applicant's Security Plan will also include a verified plan for security during transport of medical cannabis, including but not limited to the following:

**20.14** - Variable route plans and GPS tracking systems will be monitored from the secure transporter's security center using Wi-Fi or hardline network technology.

In addition to the GPS monitoring devices located in the transport containers, it is the Company's policy that each vehicle be provided with an additional GPS tracking unit that is monitored by the Transportation Manager during transport. If any suspicious activity occurs during transport, the transporting agent will maintain radio or cell phone communication during the event to report all details to the facility. If communication fails for any reason, the transportation agent should make contact by landline as soon as possible.

The vehicle will be prohibited from making any stops between the registered location where the product is picked up and the destination, except in instances of emergencies or unexpected refueling needs. In either situation, the transportation agents will immediately notify the Applicant's Transportation Manager. Should an emergency arise, the transport agents will call 911 and, when possible, call the Applicant's Transportation Manager and/or management. The manager receiving the call will notify upper management immediately, ensuring the Applicant's emergency protocols are employed to keep the transport agents safe. All instances, expected and unexpected, will be thoroughly documented by the Applicant to ensure transparency at all times. Deliveries will be executed at randomized

times of the day to minimize the risk of theft and diversion. During transport, agents will utilize a secure form of communication through which they will regularly check in with the Transportation Manager, providing their location, estimated time of arrival, and any situational occurrences to be reported.

**20.15** – Locks and Alarm systems will be installed on all vehicles proposed for the secure transport of medical cannabis, including but not limited to the storage area within each vehicle where the product is to be kept while in transit.

The Applicant will own, insure, and maintain all company transport vehicles. The Applicant will purchase a minimum of one and up to four vehicles, within the first year of production.

The Applicant will also meet and exceed all requirements set forth through the implementation of the following:

- The transport vehicles will be equipped with lockable steel vaults, GPS monitoring, and surveillance cameras (descried in further detail below);
- 2. Ensuring that all cannabis stored inside the transport vehicle will not be visible from the outside of the transport vehicle;
- 3. The transport vehicle does not have rear windows;
- 4. When the courier removes the cannabis from the vehicle, the cannabis will not be visible;
- 5. Ensuring that the delivery team proceeds in a transport vehicle from the facility where the cannabis containers are loaded directly to the destined organization identified in the travel manifest or approved laboratory, where the cannabis shipment is unloaded, without unnecessary delays;
- 6. Immediately recording and communicating with management, any delays;
- 7. Immediately reporting to the Commission vehicle accidents, diversions, losses or other reportable events that occur during transport;
- 8. Notifying the Department of its delivery schedule, including routes and delivery times, either through a designated phone line established by the Commission or by

- electronic communication with the Department in a manner prescribed by the Commission and;
- 9. Allowing inspections of the transport vehicle by the Commission or its authorized agents, law enforcement, or other Federal, State, or local government officials, if necessary, to perform the government officials' functions and duties.

The Applicant will not use commercial motor vehicles with a weight rating over 10,001 pounds. Only vehicles that have a license plate number and vehicle identification number on file with the Department and have been issued a vehicle registration will be used to transport cannabis. All transport vehicles and equipment transporting cannabis will not bear any markings to indicate the vehicle contains cannabis or bear the name or logo of the cannabis business establishment.

The Applicant's vehicles will be fitted to comply with all ongoing regulatory requirements and will differ in size, style, and make and model so as to prevent detection by individuals outside of the operation. Vehicles will be manufactured with industry-compliant rear steel double-door partitions, a disabled and sealed side sliding door, and a non-accessible partition between the cab and cargo area. Thus, outside of the lockbox storage area, the entire cargo area is effectively a secured locked storage area.

Video surveillance, known as a five-to-nine camera system, that records cargo, driver, and the perimeter of the vehicle, will be provided in all delivery vehicles. The intent of this system is to monitor the loading, transit, and unloading of all cannabis from end to end. This will ensure that the entire process is controlled, monitored and documented to provide a seamless process with the highest level of accountability and security. The vehicle-based video surveillance will also provide real-time GPS that will monitor the location, speed, and actions of the vehicle. The GPS tracking device will allow the Applicant to track vehicles at all times. The system will also be able to store historic data for no less than one year (12 months) so that the Commission may search all real-time and archived data upon request.

The Applicant will equip all vehicles with a starter disable switch that enables management to remotely disable vehicle ignition and an accelerometer to detect harsh driving, braking, jackrabbit starts, and cornering. Alarm parameters will allow for notification if the delivery vehicles travel outside an authorized route or are stopped or opened outside allowed areas. The system will also provide remote shut-off of vehicles and live video viewing of the vehicle interiors at any given time. Cameras facing inward toward the agents inside the vehicle will be surveilled at all times to ensure that agents are in ongoing compliance with these vehicle safety standards. Cameras facing outward will provide constant surveillance of outside instances that may affect the vehicle or agents inside.

20.16 - Vehicle dashboard and storage area audio/video recording devices (self-recording and, at all times possible, viewable from and saved directly to the secure transporter's security center) will be installed and operational at all times while the vehicle is in transit, and will include lighting and resolution sufficient to readily identify individuals and activities depicted in the same way as required of audio/video recordings inside licensees' facilities, and kept for the same time and under the same conditions as for such audio/video recordings.

**20.17** – Secure transport vehicles will be free of markings:

- o indicating that they are carrying cannabis or medical cannabis, or
- o bearing the name or logo of any other licensee.

**20.18** – Cannabis and/or medical cannabis will be kept in sealed tamper-evident containers that are not accessible to transport personnel during transit but are equipped with tracking devices that can be monitored remotely by the secure transporter at all times during transit.

**20.19** – Cannabis, medical cannabis and containers holding the same will not be visible or recognizable outside the secure transport vehicle.

All cannabis will be transported in a cannabis container. The cannabis container will be transported in an enclosed, locked storage compartment that is secured or affixed to the vehicle. A transporter agent will not open a cannabis container. Once a cannabis container is packed and sealed for delivery, the Applicant's SOPs and training protocol prohibit an agent or employee from opening a container without the aid of local law enforcement or a Commission agent. No person or individual who is not a transporter agent will be permitted in a vehicle while transporting cannabis goods. A copy of the transporter's registration and a manifest for the delivery will be present in any vehicle transporting cannabis, and the transport staff will prominently display their identification cards above the waist or on the upper arm. Cannabis or cannabis-infused products will be transported so that they are not visible or recognizable from outside the vehicle. Through the security technology and provisions mentioned, all transporters' agents will be prohibited from transporting cannabis or cannabis products across state lines.

20.20 – Secure transport drivers will have ready access to duress panic and/or hold-up alarms that may be activated in the event of an attempted diversion by unauthorized personnel, hijackers, terrorists, or other improper intervenors. Each employee in a secure transport vehicle will have communication access to the Applicant's security center and be able to contact 911 at all times while the secure transport vehicle contains cannabis or medical cannabis.

**20.21** – If an emergency requires stopping the vehicle, employees will notify the secure transporter's security center (or ALEA) of the nature of the emergency and complete an incident report form provided by the Commission.

**20.22** – Under no circumstances may any person other than a designated secure transporter employee have actual physical control of the motor vehicle transporting cannabis or medical cannabis.

20.23 - Secure transport drivers will be trained in, and have ready access to, secure procedures for undergoing administrative inspection by law enforcement pursuant to § 20-

2A-65(c), Code of Alabama 1975 (as amended). A Secure transport employee will carry an employee ID card at all times when transporting or delivering cannabis or medical cannabis; upon request, the ID card will be presented to the Commission or law enforcement officer acting in the course of official duties.

**20.24** – Individual batches of cannabis or medical cannabis prepared for storage or transport will be appropriately labeled and inserted in containers prior to transport. Batches will be bar-coded, QR coded, or otherwise digitally coded to identify the following:

- The batch number(s) or plant tag number(s).
- o The contracting licensee. o Facility of origin.
- o The type of product.
- o The date of harvest and/or processing and packaging, as applicable.
- o The date of the last State Testing Laboratory approval.

20.25 – Secure transport vehicles will have no fewer than two personnel (a driver and one other) in the vehicle at all times when the vehicle is carrying cannabis or medical cannabis and is (A) making more than a single stop on the route and/or (B) traveling more than ten (10) miles while carrying cannabis or medical cannabis. Secure Transport vehicles may not be left unattended at any time when containing cannabis or medical cannabis; at least one employee will remain with the vehicle at all times when the vehicle contains cannabis or medical cannabis, except that a single employee may transport cannabis or medical cannabis to or from a State Testing Laboratory. Only designated personnel will occupy a secure transport vehicle during the transport of cannabis or medical cannabis; non-employee passengers of any kind are prohibited.

**20.26** – The Applicant's secure transport vehicles carrying cannabis or medical cannabis will adhere to the designated route at all times. If an alternate route is necessary, the driver will contact the security office and note the change in the route plan. Secure transporters will document all stops in transit for refueling or otherwise, including the reason for the stop, the

duration of the stop, the location of the stop, and all activities of employees exiting the vehicle.

**20.27** – The Applicant's secure transport vehicles will be equipped with GPS tracking and monitored throughout transit by the Applicant's security center through Wi-Fi or hardwire networking technology.

20.28 – The Applicant verifies that route plans, manifests, transport logs, freight bills, bills of lading and any free-on-board ("FOB") terms of sale documents, maintenance and repair records, and insurance documentation will be kept (either manually or electronically, including, but not limited to, as part of the Statewide Seed-to-Sale Tracking System), as to all vehicles in the secure transporter's fleet, for a period of not less than two (2) years, and longer upon the request of the Commission or law enforcement. Such documents will be made available to the Commission or its representatives (including inspectors) during inspections and other official visits.

20.29 – The Applicant verifies that, upon request, it will make available to the Commission or its inspectors all information relating to the Applicant's security plan, including, but not limited to, security alarm systems, monitoring, alarm activity, maps of camera locations and camera coverage, audio/video footage, surveillance equipment maintenance logs, authorized use lists, operation instructions, secure transport security plan and procedures, and any other security-related information deemed relevant by the Commission or its inspectors.

# Exhibit 21 - Personnel

#### Verification

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

Printed Name of Verifying Individual

Title of Verifying Individual

Signature of Verifying Individual

**Verification Date** 

A roster of all personnel (all leaders and employees) affiliated with the Applicant, including names, street addresses, contact telephone numbers, email addresses and social security numbers, current to within thirty (30) days prior to the date of application, and the Applicant's verification that, if the Applicant is issued a business license, all employees will be registered to the AMCC website and will undergo appropriate pre-employment background checks. [Use FORM G: PERSONNEL ROSTER & VERIFICATION]

Enclosed are the Applicant's personnel roster and verification documents.

# FORM G: PERSONNEL ROSTER & VERIFICATION

International Communication LLC  Business License Applicant Name		Secure Transportation License Type
Leader/Employee Name		Title/Position
	(205)842-3798	daffnie_martin@yahoo.con
SSN	Telephone	Email
1721 Driftwood Lane	_	
Street Address		
Birmingham	Al	35235
City	State	Zip
Christopher D. Rivers		Driver
Christopher D. Rivers Leader/Employee Name		Title/Position
	(205)215-9614	
SSN	Telephone	Email
1721 Driftwood Lane		
Street Address		05005
Birmingham	AL	35235
City	State	Zip
		mul. (D. sitism
Leader/Employee Name		Title/Position
SSN	Telephone	Email
Street Address		,
City	State	Zip

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Leader/Employee Name		Title/Position	The second second
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Street Address			
City	State	Zip	1 200 (100 (100 (100 (100 (100 (100 (100
Leader/Employee Name		Title/Position	The state of the s
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Street Address			To the second second
City	State	Zip	e construint de descri
Leader/Employee Name		Title/Position	sample of the second second less
SSN	Telephone	Email	
Street Address			
City	State	Zip	2000
Leader/Employee Name		Title/Position	
SSN	Telephone	Email	
Street Address			
City	State	Zip	

Form G: Personnel Roster & Verification Page 2

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Leader/Employee Name		Title/Position
SSN	Telephone	Email
Street Address		
City	State	Zip
Leader/Employee Name		Title/Position
SSN	Telephone	Email
Street Address		
City	State	Zip
Leader/Employee Name		Title/Position
SSN	Telephone	Email
Street Address		
City	State	Zip
(and attached, as necessary) co	nstitutes a complete and a ies that, if the Applicant is hed, as necessary) will be oyment background check	that the information provided hereinab ccurate roster of personnel of the Applic issued a business license, each individ registered to the AMCC website and is.  Owner  Title of Verifying Individual
Signature of Verifying Individual		11/18/2022 Verification Date
Form G: Personnel Roster & Vo	×	

Page 3

# SECURE TRANSPORTER LICENSE

Exhibit 22 - Employee Handbook

Daffnie Lastray Martin

Printed Name of Verifying Official

Title of Verifying Official

Signature of Verifying Official

Verification Date

A verified copy of the Applicant's proposed Employee Handbook, including, but not limited to, safety policies, including personnel safety and crime prevention techniques.

#### EMPLOYEE HANDBOOK

Section 1. Introduction

#### 1.1. Purpose of this Handbook

The purpose of this Handbook is to familiarize you - the employee - with the policies, rules and other key aspects of the Company. The information in this handbook supersedes all rules and policies that may previously have been expressed or implied, in both written and oral format. Compliance with this Handbook is compulsory for all employees. The Company reserves the right to interpret this Handbook's content as it sees fit and to deviate from policy when it deems necessary.

#### 1.2 Changes of Policy

The Applicant reserves the right to change this Handbook's content, at any time and at our sole discretion. Its provisions may not be altered by any other means, or allow written. You will receive written notice of any changes we make to the employee handbook and are responsible for understanding and complying with all up-to-date policies. If you are confused about any information defined herein, please contact the Human Resources Manager.

#### 1.3 Employment Forms

All new employees are required to complete and submit the following forms. Starred (\*) forms can be found at the end of this manual. All others have been or will be provided separately.

At-Will Employment Agreement and Acknowledgement of Receipt of Employee Handbook st

# Employment Eligibility Form I-9

On the day of hire, each new employee is legally obligated to complete the Employment Eligibility Verification Form I-9 and submit documents to verify identity and employment eligibility within the next three (3) business days. The same policy applies to re-hired

employees whose I-9s are over three (3) years old or otherwise invalid.

#### Section 2. Terms & Definitions

The Applicant typically employs both regular and temporary employees, on an "at-will" basis. This section defines the terms of "at-will" employment, as well as the different types of employees we hire.

# 2.1 Definition of "At-Will" Employment

The job of an "at-will" employee is not guaranteed. It may be ended, at any time, with or without notice, by the employee or, for a lawful reason, by the Company. The Company also reserves the right to alter an "at-will" employee's benefits, pay rate, and assignments as it sees fit. The "at-will" terms of employment may only be changed with the approval of the President and must be signed off by the President.

# 2.2 Types of Worker

This section distinguishes between the different types of workers the Company employs. Employee status is established at the time of hire and may only be altered via a written statement signed by the Company.

#### Exempt vs Non-Exempt

Most employees are non-exempt, meaning they are entitled by law to at least minimum wage and premium pay for overtime. Exempt employees are not subject to these laws. Exempt status is defined by standards set by state law and the Federal Labor Standards Act (FLSA). This class of employee is usually an executive, an administrator, or a highly paid specialist such as a programmer.

#### Regular vs. Temporary

Regular employees work a regular schedule, either on a full-time or part-time basis. To be considered full-time, an employee must work at least 35 hours per week. A temporary employee is a person we hire for a short period (usually 3 months at maximum) to assist with a project or remedy a staff shortage. A temporary employee is also employed on an "at-will" basis (defined above).

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# Independent Contractors & Consultants

Independent contractors and consultants are not Company employees, but rather self-employed professionals whom we hire for specific projects. Unlike employees, they do not operate under Company direction, and control their own methods, materials and schedules. They are not eligible for Company benefits.

#### 3.1 Payment Schedule

Employees are paid bi-weekly, generally on Friday. In cases where the regular payday falls on a holiday, Employees will receive payment on the last business day before said holiday.

#### 3.2 Wages and Benefits

#### Living Wage Compensation Plan

According to data from MIT's living wage calculator, the Living Wage in Alabama for 1 adult is \$15.91 per hour. This calculation determines the minimum amount necessary to meet basic needs without relying on outside help. The model considers factors such as childcare and health insurance, in addition to food and other regular costs. The living wage is defined as how much you would need to live "comfortably" (above the poverty line). Based on this estimated Living Wage in Alabama, we will pay our employees a minimum of \$15.91 per hour.

We believe in creating an employment environment that fosters the best in our employees. This is exemplified in our Benefits Program that is offered to all full-time employees. A version of the Benefits Plan will also be developed for part-time employees, based on their hours worked each month. We feel that taking care of employees and providing them with benefits exemplifies the respect that we have for them. We want our employees to feel valued and know that our company is a good employer and will be there to help and support them.

#### Benefits

Our Benefits Program contains the following elements:

- Vacation Days
- Paid Holidays
- Medical/Personal Leave Days
- Medical and Dental Insurance Allowance

- Disability and Life Insurance Allowance
- Retirement in 401(k)/403(b)/Other as a percentage of salary
- Transportation Reimbursement

An example of our Benefits Program is illustrated in the table below. In addition to the annual salary, we will pay our employees an additional 28.65% in benefits comprising of the total cash compensation calculated for the employee.

#### 3.3 Deductions & Garnishment

#### **Deductions**

Federal and state law requires that we deduct the following from every paycheck:

- Social Security
- Income tax (federal and state)
- Medicare
- State Disability Insurance & Family Temporary Disability Insurance
- · Other deductions required by law or requested by the employee

A Wage and Tax Statement (W-2) recording the previous year's wages and deductions will be provided at the beginning of each calendar year.

If at any time you wish to adjust your income tax withholding, please fill out the designated form and submit it to accounting.

#### Wage Garnishment

Sometimes, the Company receives legal papers that compel us to garnish an employee's paycheck - that is, submit a portion of said paycheck in payment of an outstanding debt of the Employee. We must, by law, abide by this either until ordered otherwise by the court or until the debt is repaid in full through withheld payments or otherwise.

The following section summarizes your legal rights as an employee of The Applicant. Questions about any policy detailed in this section may be addressed with a Human Resources representative.

# 4.1 Equal Opportunity Employment Policy

The Company provides equal employment opportunities to all applicants, without regard to unlawful considerations of or discrimination against race, religion, creed, color, nationality, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition or characteristics, marital status, or any other classification prohibited by applicable local, state or federal laws. This policy is applicable to hiring, termination and promotion; compensation; schedules and job assignments; discipline; training; working conditions, and all other aspects of employment with The Applicant. As an employee, you are expected to honor this policy and to take an active role in keeping harassment and discrimination out of the workplace.

# 4.2 Accommodation for Disabled Employees

We are happy to work with otherwise qualified disabled employees in order to accommodate limitations, per the Americans with Disabilities Act (ADA). It is up to the employee to approach his or her supervisor with this request and to provide medical proof of his or her needs upon the Company's request.

We are also happy to accommodate employees diagnosed with life-threatening illnesses. Such employees are welcome to maintain a normal work schedule if they so desire, provided that we receive medical papers proving their work cannot harm themselves or others and their work remains at acceptable standards.

# 4.3 Employment of Minors

All employees must be at least 21 years old to work for the Company

#### 4.4 Employment of Relatives

The employment of relatives can prove problematic, particularly in situations where relatives share a department or a hierarchical relationship. The Company will not hire relativestoworkin any potentially disruptive situation. An employee must inform usifhe or she becomes a co-worker's relative. If at any time we perceive the situation to be dysfunctional, we may have to reassign or ask for one relative's resignation in order to remedy the situation.

#### 4.5 Religion & Politics

The Applicant is respectful of all employees' religious affiliations and political views. We ask that if you choose to participate in a political action, you do not associate the Company in any way. We are happy to work with employees to accommodate political and religious obligations, provided accommodations are requested from a manager in advance.

#### 4.6 Private Information

Employee information is considered to be private and only accessed on a need-to-know basis. Your healthcare information is completely confidential unless you choose to share it. In some cases, employees and management may receive guidelines ensuring adherence to the Health Insurance Portability and Accountability Act (HIPAA).

Personnel files and payroll records are confidential and may only be accessed for legitimate reasons. If you wish to view your files, you must set up an appointment in advance with Human Resources. A Company-appointed recordkeeper must be present during the viewing. You may only make photocopies of documents bearing your signature, and written authorization is needed to remove a file from Company premises. You may not alter your files, although you may add comments to items of dispute.

Certain information, such as dates of employment and rehiring eligibility, are available by request only. We will not release information regarding your compensation without your

written permission.

#### 4.7 Leaves of Absence

Employees requiring time off from work may apply for a leave of absence.

All leaves must be approved by management. For planned leaves, employees must submit requests at least 1 day in advance. Emergency leaves must be requested as soon as possible. Accepting/performinganotherjoborapplyingforunemploymentbenefits during leave will be considered a voluntary resignation.

We consider all requests in terms of the effect on the Company and reserve the right to approve or deny requests at will, except when otherwise directed by law. Any request for a leave of absence due to disability will be subject to an interactive review. A medical leave request must be supported in a timely manner by a certification from the employee's healthcare provider.

Extension of leave must be requested and approved before the current leave ends. No employee is guaranteed reinstatement upon returning from leave unless the law states otherwise. However, the Company will try to reinstate each returning employee in his or herold position or one that is comparable.

Below are the three main types of leave that the Applicant offers employees. Some, but not all, are governed by law.

# Work-Related Sickness & Injury

Employees eligible for Worker's Compensation rendered unable to work because of a work-related injury or illness will receive an unpaid leave for the period required. For eligible employees, the first 12 weeks will be treated concurrently as a family and medical leave under FMLA.

# Maternity

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An employee disabled on account of pregnancy, childbirth, or a related medical condition may requestan unpaid leave of absence of up to four months. Time off may be requested for prenatal care, severe morning sickness, doctor-ordered bed rest, and recovery from childbirth.

#### **Election Days**

Provided an employee's schedule does not allow time for voting outside of work, and that he/she is a registered voter, he/she may take up to two hours, with pay, at the beginning or end of a workday, to vote in local, state or national elections.

# Vacation Policy

It is the policy of The Applicant to provide each full-time employee with vacation time on a periodic basis. The amount of vacation to which an employee becomes entitle disdetermined by the employee's length of service as of his or her employment anniversary date.

For full-time employees, vacation accrues as follows:

- 1. At the end of the first year of employment, 10 days of vacation.
- 2. Two years or more but less than five years of employment, 15 days of vacation per year.
- 3. Five years or more but less than 10 years of employment, 20 days of vacation per year.
- 4. Ten years or more of employment, 25 days of vacation peryear.

Part-time employees earn vacation on their employment anniversary date in the proportion that their normally scheduled work hours bear to 40 hours per week (e.g. part-time employee who usually works 20 hours per week would earn 20 hours of vacation upon completing the first year of employment).

Vacation time may not be taken until it is earned. Earned vacation must be taken. Employees are not entitled to pay in lieu of taking time off for vacation.

#### Section 5. Employee Training

All trainees will receive training in the key areas of security and safety.

# **5.1** Security Training

All employees share responsibility for the security of the premises and the people working there. They will be trained in the importance of recognizing and reporting incidents such as unauthorized personnel in and around the facility or customer facilities. Employees will be familiarized with the processes for alerting the security team and other personnel.

#### 5.2 Safety Training

All employees share responsibility for workplace safety.

Employees will be trained in the transportation vehicle's and facility's safety features, fire prevention plan, emergency procedure action plans, inhalation hazards, respiration protection, worksite hazards and threats, and alarms, which will be clearly marked and made known to all employees. All employees must become certified in first aid, CPR, and AED. These certifications will be renewed every two years. The building's safety features, such as the locations of fire extinguishers and alarms, are first on the list when it comes to training a new hire.

The company is committed to a violence-free work environment, and will not tolerate any level of violence or the threat of violence in the workplace. Under no circumstances should anyone bring a weapon to work. If you become aware of a violation of this policy, you should report it to Human Resources immediately. In case of potential violence, contact the company's security or the police.

5.3 Diversion Prevention and Best Practices to Prevent Sale of Cannabis to Minors

All employees are responsible for understanding and adhering to the following procedures:

- Transporter employees shall not transport cannabis or cannabis-infused products unless it is first packed in a cannabis container by the shipping cannabis business establishment.
- Once the transporter receives a cannabis container, it shall create a daily inventory.
   The daily inventory report will include:
  - o A) The name of the cannabis business establishment that provided the cannabis container for pick-up, the name of the agent who provided the container(s) and the time and location of pick-up;
  - o B) A notation of the traceable information located on the cannabis container, including the type of cannabis and weight; and
  - C) Upon the completion of the delivery, the name of the cannabis business establishment where the cannabis container was delivered, the name of the agent receiving the delivery, and the time and location of delivery.
- Transporter agents shall not open a cannabis container. Once a cannabis container is
  packed and sealed for delivery, the cannabis container may only be opened by the
  following:
  - o A) The cannabis business establishment that initiated a request to ship;
  - o B) The cannabis business establishment intended for delivery;
  - o C) Local, State, or federal law enforcement;
  - o D) An employee of the Commission.
- No person under the age of 21 years is allowed in a commercial vehicle or trailer transporting cannabis.
- No person or individual who is not a Transporter Agent shall be in a vehicle while transporting cannabis goods.
- A copy of the Company's registration and a manifest for the delivery shall be present in any vehicle transporting cannabis.
- Cannabis or cannabis-infused products shall be transported in a manner so that they are not visible or recognizable from outside the vehicle.

- Cannabis shall be transported in a cannabis container. The cannabis container shall be transported in the enclosed, locked storage compartment that is secured to the vehicle.
- Transporters shall not transport cannabis or cannabis products across state lines.
- All vehicles transporting cannabis shall be equipped with a fully functioning Global
   Positioning System (GPS) based tracking device at all times.
- Transporters are subject to random inspections by the Commission and regulatory authorities.
- Transporter agents shall notify local law enforcement, the Commission, and their Supervisor immediately upon the discovery of any loss or theft. The notification shall be made by telephone, in person, or by written or electronic communication.
- No person is permitted to work without a Transporter Agent Identification Card, which shall be worn at all times while on duty. The Cards shall be renewed annually.
- Upon termination of employment, the Transporter Agent Identification Cards shall be immediately returned to the Company.
- If an Agent fails to renew their identification card before its expiration, he or she will cease to work as an Agent of the organization, until the identification card is renewed.
- Cannabis or cannabis-infused products shall not be transported to any person or organization other than a licensed cannabis organization in Alabama.
- Transporters shall be aware of their surroundings at all times and be alert for potential robberies.

# 5.4 Record Keeping

All Transporting Agents are responsible for understanding and adhering to the following recordkeeping policies:

- Transporters shall generate a printed transport manifest that accompanies every transport of cannabis items that contains the following information:
  - Name, license number, and premises address for:
    - The licensee who possesses the cannabis goods

- o The licensee transporting the cannabis goods
- o The licensee receiving the cannabis goods
- Name and license number of any licensee involved in the activity or transaction who is not shipping, transporting, or receiving the cannabis goods
- Date and time of activity
- Date and time of departure from first premises, and estimated time of departure for subsequent premises if cannabis goods are being shipped from multiple premises in one transport vehicle
- Estimated date and time of arrival at each receiving premises
- Driver license number for any person driving the transport vehicle
- Make, model, and license plate number of transport vehicle
- Name and type of cannabis goods to be transported
- Unique identifier
- Amount of cannabis goods in weight or unit count
- The shipping manifest shall be generated at least 24 hours in advance of initiating transportation with a copy of the transporting organization's registration.
- Transporters shall be able to provide a copy of the printed transport manifest and any printed receipts for cannabis items delivered to law enforcement officers or other representatives of a government agency if requested to do so while in transit.

All Managers Administrative Agents are responsible for understanding and adhering to the following recordkeeping policies:

- All records shall be kept and maintained on the licensed premises for a five-year period containing true, complete, legible and current books and records, including but not limited to all daily inventory reports, organized in a chronological manner.
- Records shall clearly reflect all financial transactions and the financial condition of the business. The following records shall be kept and maintained on the licensed

premises for a five-year period and shall be made available for inspection if requested by the Commission, and, when applicable, the Alabama Department of Revenue:

- o 1) Purchase invoices, bills of lading, manifests, sales records, copies of bills of sale, and any supporting documents, including the items and/or services purchased, from whom the items were purchased, and the date of purchase;
- o 2) If applicable, bank statements and canceled checks for all accounts relating to the transportation organization;
- o 3) Accounting and tax records related to the transporter;
- o 4) All employee records, including training, education, discipline, etc.; and
- o 5) Records of any theft, loss or other unaccountability of any cannabis.

#### Section 6. Rules of Conduct

The company's Code of Conduct is built around the recognition that everything we do in connection with our business will be measured against the highest possible standards of ethical conduct. Respect for our customers, for the opportunity to serve them, and for our coworkers are foundational to our success, and something we will support every day.

Each employee at our organization has a personal responsibility to incorporate, and to encourage others to incorporate, the principles of the Code and values into our work, if any employee has a question or ever thinks that one of their coworkers or the company as a whole may be falling short of our commitment, don't be silent. We want to hear from you.

# 6.1 On the Job

#### Reporting for Work

Employees are expected to begin and end each shift at the time and on the day appointed. You must inform your supervisor before the start of the workday if you will be absent or late and obtain his or her permission to leave early. Absences and late arrivals will be recorded. Should your absences or tardiness exceed a reasonable limit, you will be subject to disciplinary action and possible termination. Failing to call one's supervisor or report to work for consecutive workdays will be considered voluntary resignation and result in removal from payroll.

#### Staying Safe

Safety in the workplace is the Company's number one priority. You must inform your supervisor in the event of unsafe conditions, accident or injury, and use safe working methods at all times.

#### Meals & Breaks

Unless defined otherwise by Alabama state law, non-exempt employees are entitled to a paid 10-minute break for every four hours of work, as well as a 30-minute meal break for any shift

lasting longer than five hours.

# Company Electronics and Email Policy

The Applicant employees are required to use various forms of electronic communications in their work for the Company, including, but not limited to: computers, email, telephones, voicemail, instant messages, text messages, Internet, cell phones, and smart phones. All communications transmitted by the above-mentioned electronic means remain the sole property of the Company and are to be used for Company business only and not for personal use.

Employees who misuse electronic communications and engage in any form of criminal behavior, or behavior that is detrimental to the Company's interests including but not limited to: defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment, or related actions, will be subject to discipline, including immediate termination, and may be referred to the appropriate authorities when necessary.

Employees 'personal electronic devices may only be used during breaks. Access to the Internet and other types of Company-paid computer access are to be used for Company-related business only.

The Applicant reserves the right to access and review electronic files, messages, internet use, blogs, "tweets", instant messages, text messages, email, voice mail, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that nomisuse or violation of Company policy or any law occurs.

# Social Media Policy

The Applicant recognizes the importance and relevance of social media and its benefits in allowing us to receive feedback from customers as well as encourage loyalty and maximize revenue. Thus, we encourage employees to use their personal social networking channel to accomplish these goals provided the following guidelines are respected:

- When referring to the company in any way, The Applicant employees must always conduct themselves in a professional manner and must respect the views and opinions of others.
- Behavior and content that may be deemed disrespectful, dishonest, offensive, harassing or damaging to the Company's interests or reputation are not allowed and will not be tolerated. The use of social media channels on company time for personal purposes is not allowed.
- Employees must not disclose private or confidential information about the Company, its employees, clients, suppliers or customers on social networks.

The Applicant reserves the right to monitor company-related employee activity in social media networks; violations of this policy are grounds for discipline in the Company's sole discretion.

#### Cell Phone Use

Cell phones brought to work must be on silent or vibrate mode to avoid disrupting coworkers. They may only be used during breaks and meal periods, away from where others are working. If cell phone use interferes with operations in any way, an employee's cell phone privilege may be rescinded and disciplinary action, up to and including termination, may be used.

Employees who receive Company cell phones should strive to use them for Company business only. All phones must be shut off during meetings.

#### 6.2 Rules & Policies

#### Confidentiality

No previous or current employee may disclose or give access to confidential Company information, in anyway or at any time, unless otherwise authorized by Management.

#### Discrimination & Harassment

In keeping with our Equal Opportunity Employment clause, the Company will not tolerate onsite discrimination or harassment on any legally protected basis, including that of physical characteristics, mental characteristics, race, religious or political views, nationality, disability, medical condition, sex, sexual preference, or gender identification. Harassment and discriminatory behavior among employees or contractors will result in disciplinary action, with the possibility of termination. Discrimination and harassment by customers or other business associates should be immediately reported to your supervisor, at which point the Companywill investigate and take corrective action. You are welcome to seek legal relief if you find the Company's actions inadequate.

#### Drugs & Alcohol

Good performance on the part of our employees is crucial to The Applicant's success. For this reason, we strictly forbid employees to do the following while at work\*:

- Drinking alcohol and selling, purchasing or using illegal drugs at work. An "illegal drug" is any drug that has not been obtained by legal means. This includes prescription drugs being used for non-prescribed purposes.
- Possession of any non-prescribed controlled substance, including alcohol and legal but illegally obtained prescription drugs.
- Reporting for work intoxicated. We reserve the right to test employees for substance abuse. Illegal drugs, illegal drug metabolites, or excessive alcohol in your system will result in disciplinary action up to and including termination.

The Company cares about the overall health and well-being of its employees. Any employee who feels that he/she is developing a substance abuse problem is urged to seek help. The Company will granttime off (within reason) for rehabilitation. Be advised, however, that this will not excuse a substance-related offense. In some cases, completion of a Company-approved rehabilitation program may serve as an alternative to termination.

\*Including any part of Company property, Company vehicles, and during work hours.

# **6.3** Disciplinary Action

The Company takes disciplinary matters very seriously and will exact discipline as it sees fit for any unacceptable action or behavior. These may include:

- · Excessive lateness and/or absence
- Improper or indecent conduct
- Poor communication
- Uncooperative attitude
- Abuse, perfunctory or unauthorized use, or unauthorized possession of Company property
- · Unauthorized use or disclosure of Company information
- · Possession and/or use of illegal drugs, weapons or explosives
- · Illegal harassment and/or discrimination of any kind
- Violations of Company policy

Disciplinary action may consist of anything from verbal/written warnings and counseling, to demotion, transfer, suspension or termination. Rather than follow rote procedures, the Company will handle each matter individually to ensure fairness to all involved, Please review and internalize the list of "Don'ts" above and try to use good judgment at all times.

#### Workplace Inspections

We have a responsibility to protect our employees and our property. For this reason, we reserve the right to inspect the following, at any time, with or without notice:

- Offices
- Computers and other equipment

- · Company vehicles
- Any personal possessions brought onto Company premises, such as handbags, briefcases, and vehicles.

All inspections are compulsory. Those who resist inspection may be denied access to Company premises and be subject to disciplinary action.

At-Will Employment Agreement and Acknowledgement of Receipt of Employee
Handbook
Employee:

Iacknowledgethat I have received a copy of the Applicant Employee Handbook, which contains vital information on the Company's policies, procedures and benefits.

I understand that this Handbook's policies are intended only as guidelines, not as a contract of employment. I understand that my employment is on "at-will" terms and therefore subject to termination, with or without notice or obvious reason, by myself or the Company. Changes to my "at-will" status may only take the form of a written agreement signed by an authorized member of the Company as well as myself. This agreement supersedes all prior/contemporaneous inconsistent agreements.

I understand that the Company may change its policies, procedures and benefits at any time at its sole discretion, as well as interpret or vary them however it deems appropriate.

I have read (or will read) and agree to abide by all policies and procedures contained therein.

By: Vaffaie Fashay of faith Date:

# Exhibit 23 – Secure Transport Drivers

#### Verification

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

**Printed Name of Verifying Individual** 

Title of Verifying Individual

Signature of Verifying Individual

**Verification Date** 

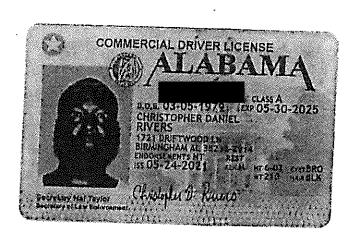
The Applicant must include the following for each secure transport driver: (1) driver's license number; (2) social security number, if available; (3) verification that the secure transport driver is at least 21 years of age; (4) verification that the secure transport driver has a minimum of three years of driving experience; and (5) a list of any motor vehicle citations, fines, or violations received by the driver in the last three years. [Use FORM H: SECURE TRANSPORT DRIVERS]

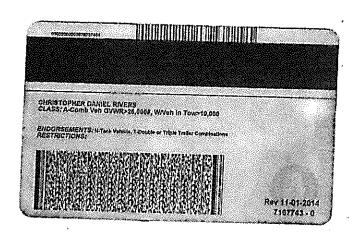
Enclosed are the Applicant's secure transport driver documents.

### FORM H: SECURE TRANSPORT DRIVERS

	unications LLC	License	Tyne
usiness License App	licant Name	Predise	. 13 pc
<u>ecure Transport D</u>	<u>river Information</u>		
Christopher D.River		03/05/1979	
ecure Transport Dr	ver Name	Date of Birth	SSN
Driver's License Inf	<u>ormation</u>		ortoo/909E
AL	7167743	05/24/2021	05/30/2025
ssued by (State)	Number	Issue Date	Expiration Date
'ype (select all that /iolation/Charge	apply): []Citation	n Fine Violation Issued	Ву
Date of Occurrence	Lo	ocation (City/County)	Location (State)
Disposition/Amoun	t		Date of Disposition
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Violation/Charge		Issue	d Ву
Date of Occurrence		ocation (City/County)	Location (State)
	nt		Date of Disposition
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nor
ner f Verifying Individual





# SECURE TRANSPORTER LICENSE

Exhibit 24 - Driver's Manual

Daffne Lashay Martin

Printed Name of Verifying Official

Signature of Verifying Official

Title of Vanifolia a Official

Title of Verifying Official

Verification Date

The Applicant shall provide a Driver's Manual detailing qualifications, standards, and procedures to be met and followed by its transportation agents and prospective transportation agents.

#### DRIVER'S MANUAL

When transporting cannabis, transportation agents must adhere to all applicable laws and regulations, including those of the state and local governments. Transportation agents must also comply with all applicable federal and state laws regarding the possession, sale, and distribution of cannabis. It is important that cannabis transporters in Alabama understand the penalties associated with transporting cannabis, including both criminal and civil penalties.

Transportation agents should also be aware that transporting cannabis across state lines is a federal offense, which carries a much harsher penalty. Finally, it is important for transportation agents transporting cannabis in Alabama to be aware of the safety risks associated with transporting cannabis. Transportation agents must always take precautions to ensure that the cannabis is being transported safely and securely and that it is not accessible to minors. Transportation agents must also be aware of the safety risks associated with consuming cannabis, including impairment. Transportation agents must not consume cannabis or be under the influence of cannabis or any other intoxicant while working.

#### **COMPANY POLICIES**

Safety, health and security are key business objectives. It is our belief that every collision, injury, and security incident is preventable. Working safely and responsibly is a condition of employment. Employees at all levels of the organization are responsible and accountable for safely performing all work operations and protecting employees, customers, assets, and the general public. Building and maintaining a culture that is committed to safety, health, security, and environmental protection will help us:

- Minimize or prevent personal injury, occupational disease, property damage, and/or damage to the environment.
- Meet applicable federal, state, and local regulations and exceed those requirements where the business warrants it.
- Reduce costs associated with injuries, collisions, theft, and future environmental clean-up liability.
- Improve worker productivity and morale.
- Promote a socially responsible image to the public and our customers.
- Ensure that all company assets, employees, and intellectual property are adequately protected.

Every driver will receive a Federal Motor Carrier Safety Administration Handbook and will need to return a signed acknowledgment to be filed in their Driver Qualification File.

DRIVER RESPONSIBILITY: Your attitude and work practices go a long way toward creating a safer workplace and achieving environmental objectives and targets. You have a responsibility to yourself and to your co-workers to perform every work assignment in a safe and secure manner while being supportive of the company's environmental policy.

As a driver, you have a responsibility to:

- Help all newly hired employees understand the importance of driving and working safely.
- Observe all safety rules, safe driving guidelines, and safety and security related work procedures at all times.
- Report and/or correct any work-related hazards immediately.
- Report and correct any environmental problems immediately.
- Report all hazardous roadways and conditions that may affect you or other transportation agents.
- Report all accidents, injuries, collisions, unsafe conditions, or unusual occurrences immediately to your supervisor.

- Properly use appropriate personal protection equipment, tools, machinery, or vehicles.
- · Practice good housekeeping in your facility or vehicle.
- Suggest safety and environmental protection improvements where needed.
- Support company established environmental policies and programs.
- Participate in safety and health committees, safety meetings, training sessions, and inspections as appropriate.

Safety, health, and security activities are an important part of the work environment and must be integrated into your daily work operations. Collisions, injuries, and harm to the environment can be prevented if safety, health, security, and environmental standards and procedures are properly followed.

We view outstanding safety, health, security and environmental performance as a mark of employee quality and skill.

RISK ASSOCIATED BEHAVIOR: Sub-standard safety and health performance (risk-associated behavior) can result in collisions and injuries. Risk associated behavior is not tolerated. Working safely is a condition of employment.

An employee's behavior is considered risk-associated when the:

- Employee's safety training and knowledge of the company safety procedures and government regulations are documented
- Employee violates these procedures in such a manner that the violation increases the risk of preventable injuries, illnesses, and collisions.

#### CORRECTIVE ACTION

When a company manager determines that an employee has engaged in risk associated behavior, management must take corrective action for the safety of all employees and the public. Important: Corrective actions must be uniform for violations resulting in collisions, injury or illness and those in which no collision, injury or illness occurred. The primary purpose of the corrective action is to prevent future occurrences of risk associated behaviors and is not to penalize the employee for having a collision or injury.

The extent of corrective action depends upon whether it is the employee's first, second, or third violation of risk-associated behavior within a rolling three-year period. Any combination of risk-associated behavior related to non-compliance of company procedures, related government regulations, preventable collisions, or moving violations must be considered cumulatively for the purpose of determining the appropriate corrective action.

The following table provides guidelines for corrective action for the first, second, and third incidents involving risk-associated behavior.

NO. OF INCIDENTS IN A ROLLING THREE YEAR	CORRECTIVE ACTION
PERIOD	
First	<ul> <li>Provide verbal counseling on how risk-associated</li> </ul>
	behavior could have been prevented
	Document the counseling in a letter to the employee
	and place it in his or her file.
	Provide remedial education and training to ensure
	the employee understands safe work practices. The
	remedial training should be provided immediately.
	If more extensive training is required, the training
	should be done within 14 days of counseling
Second	Suspend the employee without pay for a period of
	three days
	Issue a warning letter to the employee. Inform the
	employee that additional disciplinary action, up to

	and including termination, can result from future
	risk associated behavior
	Require that the employee attend additional
	remedial training to correct the risk associated
	behavior and provide the manager with an action
	plan to eliminate risk associated behavior
Third	Terminate the employee

Note: Always consult with Human Resources prior to initiating any of the above Corrective Actions. Management has the discretion to deviate from these steps if the behavior is serious in nature and creates an imminent hazard to employees or others.

#### CAPTAIN OF THE SHIP PHILOSOPHY

We empower every transportation agent to act as "Captain of the Ship," when immediate action is required to correct potentially unsafe conditions or situations. This means that transportation agents have both the right and responsibility to stop any work or activity, including driving duties when they are unable to proceed safely. They have the right to do this without fear of retribution. Management will be supportive and will not pressure transportation agents to take unsafe risks.

Transportation agents are expected to take whatever actions are required to correct potentially unsafe conditions or situations when time does not permit resolution through normal levels of responsibility, as described in this policy.

Transportation agents are responsible for determining their general ability to work or drive safely. If conditions are or will prevent a driver from completing a task safely, they should notify their supervisor immediately and determine a proper and safe solution. Unsafe conditions may include bad weather conditions, driver fatigue, illness, or equipment failure.

Be aware that weather conditions sometimes change and improve rapidly. Therefore, transportation agents may be temporarily delayed in departing, depending on existing or continuing conditions. Transportation agents should report to their work location and decisions will be made regarding safe dispatch or operations.

Note: If a driver decides to proceed under unsafe conditions, you may be held personally accountable for unsafe work practices or operating a vehicle during unsafe conditions.

If a driver has any questions, needs guidance, or clarification on the details of this policy, please contact a supervisor.

#### SAFETY RULES

#### **GENERAL**

Transportation agents are expected to work accident, collision-and injury free. Working safely is a "condition of employment." Transportation agents should:

- Come to work well rested. Driver fatigue is a major contributing factor in many collisions.
- Be familiar with your location's emergency action plans. All transportation agents
  must meet with their supervisor to review their locations and/or vehicle's safety
  work rules, building evacuation procedures, location of emergency/first aid
  equipment, and related procedures.
- Know the emergency contact phone numbers for your location's doctor, fire
  department, police department, and your supervisor. Contact information should be
  posted by the telephones in all facilities and issued to all transportation agents.
- Know the location of fire extinguishers and fire protection equipment in your work
  facility or vehicle. If you are unfamiliar with its use, ask your supervisor for
  instructions.
- This is a no smoking work environment. Comply with all "No Smoking" rules and smoke only in designated exterior areas.

- Walk only in designated pedestrian walkways, when available. Always look where you are stepping. Be alert for changes in elevation, spills, or other tripping hazards.
- Attend all employee/driver safety meetings, training sessions, or committee meetings as directed.

#### DRIVING POLICY

We are committed to safety, service, and quality for both our employees and customers. Transportation agents are to operate company-owned leased or rented vehicles in accordance with the Driving Policy.

This company requires all transportation agents to operate company-owned, leased, or rented vehicles in a safe and economical manner following the policy outlined below:

- Company-owned, leased or rented vehicles are to be used solely for official company business. *Unauthorized use is grounds for immediate termination*.
- Vehicles are not to be operated unless they are in a safe operating condition.
- Transportation agents must be physically and mentally able to drive safely.
- Transportation agents must be licensed, qualified, and approved to operate specific types of equipment.
- Transportation agents must conform to all traffic laws and must maintain a safe speed and following distance, with allowances made for adverse weather and traffic conditions.
- Transportation agents must respect the rights of other transportation agents and pedestrians.
- Transportation agents may not use drugs or alcohol prior to, or while operating a company-owned, leased or rented vehicle.

#### SAFE DRIVING TECHNIQUES

- Transportation agents/employees must operate company vehicles safely, observing regulatory signs and traffic safety controls.
   Stay on your approved and authorized route. Route deviations are costly and expose you to known and unknown hazards.
- Drive with both hands firmly gripping the steering wheel (generally in the 10 and 2 o'clock positions). This will help to maintain control of the vehicle if you should incur a front axle tire blowout.
- Aim high. Look ahead 12-15 seconds or approximately quarter of a mile on the open road. In urban areas, look ahead two blocks. Being alert and looking ahead in the distance allows you to see everything in front of your vehicle, and to plan and react accordingly.
- Keep your eyes moving. Scan your mirrors every three to five seconds and never focus
  or stare at a single object for more than two seconds. Your vehicle is capable of
  traveling great distances while you are distracted.
- If sunlight glare or other intense light is limiting your vision, clean your windshield, use your sun visor, and consider wearing sunglasses. Avoid looking directly at the light source and try to focus temporarily on the lane lines/markers.
- All posted speed limits must be obeyed. Deliberately operating your vehicle in excess
  of this limit, tampering with the governor and/or facilitating adjustment of the
  governor will result in disciplinary action, up to and including termination.
- Operating speeds should always be adjusted and consistent with existing conditions, such as lighting, traffic, road and weather conditions. Never overdrive your personal line of sight. Drive at speeds that will allow you to come to a controlled stop within the area you can see.
- Posted speed limits are for optimum conditions, such as daylight, clear field of vision, clear weather, straight road, no construction, and/or light traffic. Incrementally decrease your speed as conditions deteriorate.
- Never over drive your headlights. Over driving your headlights means driving at speeds where you can't see upcoming road hazards because your stopping distance is greater than the effective illumination of your headlights.

- Engage turn signals for a minimum of three flashes and re-scan your mirrors a final time to ensure clearance prior to changing lanes, merging, or turning.
- If faced with lane encroachment where there is potential impact from opposing traffic, always first look to go right in a "controlled and slowing maneuver." Use caution to remain on the roadway. Be aware that going to the left may expose you to opposing head-on impact and the lane that the opposing vehicle would be trying to return to.
- Approach intersections prepared to stop within the available sight distance, allow
  cross traffic to clear no matter if you have the right of way or not. Be established in
  the proper lane and do not change lanes while crossing intersections. Look left, right,
  left, and then right again before entering the intersection.
- When making right and left turns, signal your intentions early and position yourself
  in the most right-hand turn lane available. If going right, control traffic access to your
  right between you and the curb. When going left, stay in your lane and closely monitor
  traffic from your left.
- Be aware of low overhead clearances such as overpasses, awnings, canopies, low hanging utility wires, or tree limbs. Know the height of your vehicle.
- You are required to fully utilize all safety-related, collision prevention equipment as trained and directed by the company. Notify your supervisor immediately of any operating deficiencies.

#### DISTRACTED DRIVING

Accident reports conclude that on average, 80% of all collisions and 68% of all rear-end collisions are caused by distracted driving.

Below is a list of the Top 10 Driving Distractions. While driving, avoid:

- 1. Using your cell phone to talk or text
- 2. Programming your GPS
- 3. Eating
- 4. Adjusting the radio

- 5. Retrieving items from the floor or back seat
- 6. Lighting/smoking cigarettes while driving
- 7. Engaging in a conversation with passengers
- 8. Reading billboards or outdoor signs
- 9. Gawking at accidents
- 10. Communicating/waving to known pedestrians

#### TRANSPORTATION OF HAZARDOUS MATERIALS

Transportation agents are responsible for understanding and complying with the Department of Transportation (DOT) regulations governing the transportation of hazardous materials.

Regulations require that transportation agents are able to:

- Recognize hazardous materials and the hazards associated with the material or its packaging.
- Check the accuracy of labels and markings on hazardous material items and bills of lading.
- Identify the correct placard required for the load.
- Understand and use emergency response information.
- Determine if the load is properly secured and ready for transportation.
- Explain the method of securement that is appropriate for the particular material being transported.
- Protect themselves and others in the event of an emergency.

Federal law requires that employees involved in the transportation of hazardous material receive the required training prior to their initial assignment and every three years thereafter.

FIREARMS / WEAPONS

To ensure that we maintain a workplace safe and free of violence for all employees, customers and guests, the company prohibits the possession or use of weapons on company premises or property, including company-owned, leased, or controlled vehicles, except where allowed by law.

Weapons include, but are not limited to, firearms, explosives, knives and other weapons that could cause harm.

Note: Any employee in violation of this policy will be subject to disciplinary action, up to and including termination.

#### **FATIGUE MANAGEMENT**

No driver shall operate a vehicle on company business, and management shall not knowingly require or allow an employee to operate a motor vehicle if the driver's ability or alertness is impaired from fatigue, and potentially unsafe to operate a motor vehicle. The company's "Captain of the Ship" philosophy applies to fatigue management.

Note: Failure to comply with this policy will result in disciplinary action up to and including termination of employment.

#### DRIVER REQUIRED REPORTING

In addition to prompt reporting of all accidents, collisions, work-related injuries or unsafe conditions, transportation agents are required to report the following occurrences to their supervisor/manager within 24 hours:

- Receipt of any traffic citation (personal and/or company vehicle) Conviction of any traffic violation
- Suspension, revocation, or cancellation of a driver's license or loss of the right/disqualification to operate a commercial motor vehicle
- Receipt of any roadside inspection, regardless of the outcome

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If receipt is not provided at the scene, request the inspector's business card and/ or inspection case number in the event your supervisor decides to make an official follow-up inquiry.

Note: Failure to promptly report these to your supervisor will result in disciplinary action, up to and including termination.

#### **INJURIES AND ILLNESSES**

All work-related injuries must be reported immediately to your supervisor. Failure to do so in a timely manner may result in disciplinary action, up to and including termination.

If you are ill, do not report to work. Contact your supervisor in advance of your scheduled work time. If you become ill during your work shift, report this to your supervisor immediately.

#### **COLLISIONS**

A collision is defined as any occurrence involving a motor vehicle driven by an employee on company business, which results in death, injury, or property damage, unless the vehicle is properly parked.

#### If a collision occurs:

- Get safely off the road, turn your vehicle ignition off, give or receive emergency medical care (if qualified), secure the scene, notify local authorities, and display your reflective triangles in accordance with Federal Motor Carrier Safety Regulations (FMCSR).
- Complete the accident procedures. If equipped with Teletrac or onboard computer unit, capture the "final minute data" prior to moving the vehicle.
- Report the collision to your supervisor immediately. Failure to provide timely supervisory notification may result in disciplinary action, up to and including

- termination. The supervisor may direct you to make other notification/ support phone calls as necessary.
- Photos of the scene should be taken as soon as possible. Include all of the vehicles
  involved (damage details, four sides, license tag, and vehicle number), property
  damages, the roadway and any skid marks, spills or debris, traffic controls, and the
  roadway approaching the point of impact.
- Obtain witness names, addresses, and phone numbers. Make note of any bystanders, stopped vehicles, and tag numbers.
- Obtain and provide a valid driver's license, vehicle registration, and insurance documents.
- Transportation agents, employees, and supervisors should exercise professional restraint following a collision. Never admit guilt, negligence, or speculate on the causes. Discuss the details only with the investigating authorities, managers, or other verified representatives approved by the company.
- Do not talk to the media if you are approached for comment, refer them to the company's Corporate Communications department, or your supervisor.
- Regulatory required post-collision alcohol and drug testing will be performed as soon
  as possible if the collision results in a fatality, or if our driver receives a citation
  coupled with either emergency medical treatment away from scene or a vehicle being
  towed.
- It will be investigated and reviewed thoroughly to determine the root cause, preventability, and to ensure that appropriate preventive follow-up actions are taken.
- It will be considered preventable when the results show that the driver failed to
  prevent the collision by anticipating hazards, the unsafe actions of others, or not
  applying appropriate defensive driving methods.
- If the collision is determined to be preventable, it will also be considered Risk Associated Behavior (RAB). RAB is defined as sub-standard safety performance by an employee resulting in injuries and collisions.

Note: Working safely is a condition of employment.

#### MINOR COLLISIONS

"Minor" preventable collisions occurring within a rolling 36-month period will result in the following corrective disciplinary actions against the responsible employee:

- 1st Offense Counsel, written reprimand, perform remedial training, and satisfactory check ride required
- **2nd Offense** 3-day suspension, written reprimand, remedial training, satisfactory check ride, and employee action plan
- 3rd Offense Termination

#### MAJOR COLLISIONS

"Major" collisions involve any of the following:

- Fatality
- · Emergency medical treatment away from the scene
- Damages exceeding \$30,000

Major collisions determined to be "preventable" will result in employee termination. The involved driver has the right to request a formal collision review board within three days of receiving the preventability decision. If transportation agents have questions, they should review the details with their supervisor.

Collisions will be considered "non-preventable" if the driver applied appropriate defensive driving techniques, controlled the vehicle by making allowances for road, traffic and weather conditions, and took the necessary precautions and actions to avoid the collision.

#### **DRIVER HEALTH RULES**

#### DRUG AND ALCOHOL POLICY

We strive to maintain a workplace free from the effects of substance abuse. It recognizes that drug and alcohol abuse, which impairs judgment and significantly increases the risk of injury,

may pose a direct and significant threat to safety, and to the goal of a productive and efficient working environment.

This Drug and Alcohol Policy, which is applicable to all employees in the United States, is a vital policy and all employees will be held accountable for ensuring compliance.

The term "employees" includes all regular full-time, regular part-time, temporary, casual, and leased or contract employees. Contract and supplier personnel are expected to abide by our company's rules regarding the use and abuse of illegal drugs and alcohol while on our premises or while performing any work for our company, but will be referred to their own employers whenever testing is indicated.

Note: Employees subject to the Department of Transportation's (DOT) rules on drug and alcohol abuse (through regulations enforced by the Federal Motor Carrier Safety Administration (FMCSA) and/or the Federal Transit Administration (FTA) must also comply with our company Drug and Alcohol Policy.

We reserve the right to revise this policy at any time.

Our company will comply fully with federal, state and local regulations on drug abuse and alcohol misuse.

All candidates for employment must successfully complete a post-offer, pre-employment drug screening prior to their scheduled start date and if they do not, their offer of employment will be withdrawn.

The illegal manufacture, distribution, dispensing, possession, sale, or purchase of a controlled substance is prohibited at all times. Being under the influence of alcohol or having an illegal drug in your system while on company property or while performing any work for our company is prohibited. The unauthorized use or possession of prescription drugs or over-the-counter drugs on company property is also prohibited.

A positive drug or alcohol test will be considered proof of a policy violation. An alcohol test will be considered positive if it registers .02% or more blood-alcohol. Employees who violate this policy are subject to disciplinary action, up to and including termination. Except where prohibited by law, termination is the presumed consequence of violating this policy. Contact your immediate supervisor for guidance on HR-related questions, policy violations, or complaints regarding on-the-job drug and alcohol abuse.

#### DOT REQUIREMENTS

The U.S. Department of Transportation (DOT), Federal Motor Carrier Safety Administration (FMCSA), and Federal Transit Administration (FTA), acting to implement a federal law called the Omnibus Transportation Employee Testing Act, have adopted regulations requiring our company to implement an employee drug and alcohol policy for commercial motor vehicle operators and transit workers. The regulations include prohibitions on the use of drugs and alcohol, and establish drug and alcohol testing requirements for those workers. Please refer to the DOT Regulated Workers' Drug and Alcohol Policy for guidance.

#### DOT REGULATED WORKER'S POLICY

#### PROHIBITED BEHAVIORS

All company employees are prohibited from using illegal drugs whether on or off duty and may be subject to restrictions regarding their use of prescription drugs and non-prescription (over-the-counter) drugs. Employees may not use alcohol while working or while on company premises except as described below.

#### USE OR POSSESSION OF ILLEGAL DRUGS

The use, possession, manufacture, distribution, sale, attempted sale, or other involvement with illegal drugs by any employee is prohibited and may result in discipline, up to and including immediate termination from employment.

The use of any prescription medication that is illegal to use or possess in the United States or that is prescribed for another person is prohibited by our company policy.

The use of "medical marijuana" and synthetic marijuana is prohibited by federal law and is also prohibited by this policy. Our company will not accommodate medical marijuana use unless affirmatively obligated to do so by law.

#### **USE OF PRESCRIPTION DRUGS**

Prohibited drugs may also include prescription medications, under some circumstances. The use of prescription medication is prohibited when:

- · Medication is not prescribed for the employee.
- Employee exceeds the prescribed dosage.
- Medication causes the employee to be impaired or unfit while on duty.
- Employee is a driver or operates machinery and the directions on the medication warn user to avoid driving or operating machinery.
- Medication is not approved in accordance with DOT regulations for use while on duty.
   For example, the use of methadone or marijuana always disqualifies a driver from performing DOT-regulated safety-sensitive work.

Note: Prohibited use or distribution of prescription drugs will result in disciplinary action, up to and including termination.

#### **USE OF NON-PRESCRIPTION DRUGS**

The use of non-prescription (over-the-counter) medications is prohibited when:

- Medication causes the employee to be impaired or unfit.
- Employee is a driver or operates machinery and the medication directions warn the user to avoid driving or operating machinery.

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The use of non-prescription drugs that contain alcohol is subject to the same restrictions our company places on the use of alcoholic beverages while working. Safety-sensitive and regulated employees must not take medications that contain alcohol within four hours before they go on duty. Prohibited use of non-prescription drugs will result in disciplinary action, up to and including termination.

#### USE OR POSSESSION OF ALCOHOL

The use or possession of alcohol by any employee while on company property is prohibited and may be grounds for disciplinary action, up to and including termination.

Exception: On occasion, management may approve the use of alcohol at a company sponsored event. Employees who choose to consume alcohol at such events are expected to exercise good judgment and refrain from becoming intoxicated or impaired.

#### **TESTING**

Employees are subject to certain categories of drug and/or alcohol testing as described below.

Our company may test for some or all of the following substances, depending upon the occasion and type of test: amphetamines (including methamphetamine, MDMA (ecstasy), MDA, MDEA), barbiturates (sleep aids, Nembutal), benzodiazepines (Xanax, Zoloft) cocaine (crack, blow), marijuana (hash, weed, cannabis, and including synthetic marijuana, K2, "spice"), opiates and synthetic opiates (heroin, morphine, oxycodone, methadone), phencyclidine (PCP, angel dust), propoxyphene (Darvon), and/ or alcohol. Other substances may be added to this list.

Note: This policy will be applied in a manner that complies with federal, state, and local law. If this policy is inconsistent with the law applicable at a particular location, local managers and human resources personnel will be trained to ensure the policy is administered in a manner that is in compliance with that law.

#### TESTING PROCEDURES

All company-utilized testing facilities, including collection sites and drug testing laboratories, are expected to comply with state law and, to the extent not inconsistent with state law, with regulatory guidelines published by the U.S. Department of Health and Human Services (DHHS) for federal workers. Our company's testing practices will ensure:

- Privacy of tested individuals
- Non-discriminatory testing methods
- Integrity of specimens

#### CONSENT

Our company will not permit any alcohol test to be administered, sample collected, or drug test conducted on a sample without the written consent of the person being tested. A person's refusal to submit to a proper test will be viewed as insubordination and will lead to discipline, up to and including termination. Attempts to tamper with, substitute, adulterate, dilute, evade or otherwise falsify a test sample are considered refusals to submit to a test, as is a failure to appear at the testing location promptly. Our company will pay the costs of all drug and/or alcohol tests it requires of its employees.

#### COLLECTION AND CHAIN OF CUSTODY

Persons being tested will be asked to provide a test sample by the collection site person. Procedures for the collection of specimens will allow for reasonable privacy. Urine specimens will be tested for temperature and may be subject to other verification tests to detect tampering. The collection site person and the person being tested must maintain chain-of-custody procedures for specimen collection, shipment, and storage.

TESTING METHODS All drug test samples will be screened using an immunoassay and all presumptive positive drug tests will be confirmed using gas chromatography/mass spectrometry (GC/MS). All drug tests will be conducted by a laboratory certified by the federal Substance Abuse and Mental Health Services Administration (SAMHSA).

Ordinarily, alcohol tests will be conducted using breath or saliva, and conducted and confirmed immediately at the collection location. Tests will only seek information regarding the presence of drugs and alcohol in an individual's body and will not test for any medical condition.

#### REASONABLE SUSPICION

All employees at all locations are subject to Reasonable Suspicion testing for drugs and/or alcohol when it appears the employee may be under the influence of drugs or alcohol and/or is otherwise in violation of this policy. Only supervisors who have been specifically trained to recognize the signs of drug abuse or alcohol misuse, based on the physical appearance, body odors, performance or behavior may determine when Reasonable Suspicion testing is warranted.

Note: Approval from a human resources representative is required before an employee may be tested under the Reasonable Suspicion category.

#### POST-ACCIDENT

Employees whose acts, or failure to act, appear to have caused or contributed to a serious accident or incident may be asked to submit to post-accident testing.

No driver required to take a post-accident alcohol test under this policy may use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first. (Violation 382.209.)

#### ACTION ON POSITIVE RESULT

In the event a confirmatory evidential breath test yields a result indicating an alcohol concentration level of .02 or greater, the individual tested will be immediately removed from the performance of any safety-sensitive function and prohibited from operating a personal or other motor vehicle. That individual will also be responsible for arranging appropriate transportation home or back to the workplace (if the Company did not transport him to the

testing site). If the individual refuses to comply and continues to attempt to operate a motor vehicle, the Company, collection personnel and/or BAT will take appropriate measures to discourage the individual from doing so, including contacting local law enforcement officials. Any individual who fails to cooperate with any of the above procedures will also be subject to discipline, up to and including discharge.

#### **Employees must:**

- Remain readily available for drug and alcohol testing until they have been tested or
   32 hours have passed since the accident.
- Notify management where they can be contacted.
- Refrain from drug and alcohol use until they test.
- Make themselves available for testing when they leave the scene of an accident/injury.

Employees who do not remain readily available will be considered to have refused the D & A Test.

- Alcohol testing should be administered within two (2) hours of the collision.
- Alcohol testing cannot be administered if more than eight (8) hours have elapsed since the collision.
- Drug testing must be conducted as soon as possible, but not later than 32 hours after the collision.
- If testing cannot be administered within the required time limits, a Post Accident Documentation Form must be completed.
- A moving violation must have been given (fatality excluded) to the driver in regards to the accident.

RETURN-TO-WORK

Our company requires drug testing for non-DOT regulated employees who are returning from a leave of absence of 90 days or longer. Return-to-Work testing applies, regardless of the type of leave taken, including military, medical, maternity, and personal.

#### UNANNOUNCED FOLLOW-UP TESTING

Our company's Drug and Alcohol Policy requires an employee who has successfully completed a drug/alcohol rehabilitation program to be subject to unannounced drug/alcohol tests for two years following the completion of the program (up to five years for DOT-regulated employees, if prescribed by the employee's substance abuse professional).

#### POSITIVE DRUG TEST RESULTS

If an individual's drug test result is positive, they will be contacted by a Medical Review Officer (MRO). The MRO will review the test results with the individual to determine alternative medical explanations for the positive results (certain prescriptions or over the-counter drugs that were being taken at the time).

The company will not be informed of a positive test result until MRO contact procedures have been completed. However, if the individual does not return the MRO's calls, the MRO will verify the test as positive and report the result to the company. The MRO may also ask our company for assistance in contacting a current employee. Employees who test positive for drug or alcohol use are subject to disciplinary action, up to and including termination.

#### REFUSAL TO SUBMIT TO TESTING

An employee who refuses to submit to required drug or alcohol testing will be considered to have failed the required test. Attempts to substitute, dilute, adulterate, or otherwise tamper with any test sample or to avoid the testing process are treated as a refusal to test, as is submission of more than one dilute specimen on a particular testing occasion. Refusals will result in immediate termination or the withdrawal of an offer of hire.

CONFIDENTIALITY Management will attempt to maintain confidentiality and respect employee privacy at each phase in the drug and alcohol testing process. Test results will be shared within the company and its agents only on a need-to-know basis and test results will not be released outside the company except with the written consent of the individual or as required by law or legal process.

#### DRUG-FREE WORKPLACE ACT COMPLIANCE

The Company is subject to the requirements of the federal Drug-Free Workplace Act of 1988 by virtue of its contracts to provide goods to the United States government. As part of its commitment to comply with that law, our company will provide education and training to employees and supervisors as described below. In addition, our company requires employees who are convicted of a crime involving drug-related activity occurring in the workplace to notify his/her managers within five (5) days. A conviction means a finding of guilt, including a plea of guilty or no contest, or imposition of sentence by any judicial body. The Company must then report the conviction to the contracting agency or government entity, in accordance with federal law. Within 30 days of the date, it learns of the conviction, our company will discipline the employee.

#### DRIVER VIOLATIONS JEOPARDIZING EMPLOYMENT

Transportation agents begin their employment based on their prior three-year driving record. Maintaining a safe driving record is the foundation for continued employment.

Transportation agents could be considered for termination if any of the following violations occur:

- Excessive speeding, which is driving 15 miles per hour or more above the posted speed limit
- Possession of alcohol in a vehicle is violation of local or state laws or the Federal Motor Carrier Safety Regulations (FMCSR)
- Driving while under the influence

- Violating a traffic control law in connection with a fatal accident Driving while physically impaired
- Driving with an expired license
- Violating out-of-service orders
- Reckless or careless driving as defined by state or local law or regulation, including but not limited to, offenses of driving a motor vehicle in willful or wanton disregard for the safety of persons or property
- Improper or erratic traffic lane changes
- Following a vehicle too closely

Also included are the following violations arising in connection with a collision:

- Violation of state or local law relating to motor vehicle traffic control (other than parking, vehicle weight, or vehicle defect violations).
- Leaving the scene of an accident.
- Other acts directly contributing to the cause of a collision.

#### MAJOR PREVENTABLE COLLISIONS

Transportation agents may be considered for termination if they have any major preventable collisions. A preventable collision is a traffic incident where the driver did not do everything possible to avoid the mishap, which resulted in:

- Fatality
- Serious medical treatment, away from the scene of the collision, for one or more individuals involved in the collision
- More than \$20,000 in total property damage
- One or more vehicles being towed due to disabling damage (damage preventing the vehicle from leaving the scene of the collision under its own power)

SUSPENSION, REVOCATION, OR CANCELLATION OF DRIVER'S LICENSE

Transportation agents may be terminated immediately if the annual review of their Motor Vehicle Registration (MVR) indicates that their driver's license is currently suspended, revoked, or canceled, including for administrative reasons (non-safety related) or if their MVR shows convictions resulting from drug charges or a felony while driving a personal or commercial motor vehicle.

#### KEY CONTROL / VEHICLE AND CARGO SECURITY

- All unattended vehicles must be properly parked with the engine turned off, brakes set, and keys removed, including customer vehicles, vendor vehicles, private vehicles, and company-owned and operated vehicles.
- Leaving a vehicle running without a driver at the control of the vehicle for any reason is prohibited.
- Do not leave vehicle keys inside parked equipment under any circumstances.
- Ensure that parked equipment is locked when unattended.
- Place only one set of keys on the keyboard or in the lock box.
- Ensure that vehicle keys either remain in the possession of the driver (if remaining on premises) or are secured in a designated location inside the facility.
- Ensure that vehicle cargo doors are secured (if applicable), seals are in place, and uncoupled trailers are secured with kingpin or other suitable locking mechanisms.
- Do not park vehicles at locations that encourage unauthorized entry, vandalism or damage.

# Exhibit 25 – Website & 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

Signature of Verifying Individual

Title of Verifying Individual

**Verification Date** 

## 25.1 - A complete site map of each website owned or operated by the Applicant.

# 25.2 - The web address of each webpage, social media page, or other online site owned or operated by the Applicant.

The Applicant does not currently have a website or any social media accounts. The Applicant's website and social media accounts will be developed upon licensing approval. Once developed, the Applicant will immediately provide the Alabama Medical Cannabis Commission with a complete site map of each website owned or operated by the Applicant and the web address of each webpage, social media page, or other online site owned or operated by the Applicant.

#### 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.

International Communications Lt	_C Sec	Secure Transportation		
Business License Applicant Nam	e Lice	nse Type		
Ownership Entity Information				
Daffnie Lashay Martin	100			
Ownership Entity Name	Own	ership Entity % Ownership in Applicant		
		ration O Publicly Held Corporation ity Partnership O Limited Partnership		
		ership		
Ownership Entity Owners				
Daffnie Lashay Martin	Owner	100		
Owner Name	Role	% Ownership in Entity		
1721 Driftwood Lane				
Street Address				
Birmingham	Alabama	35235		
City	State	Zip		
Owner Name	Role	% Ownership in Entity		
Street Address				
City	State	Zip		

Owner Name	Role	% Owner	ship in Entity	
Street Address	***			
City	State	Zip		
Owner Name	Role	% Owner	rship in Entity	
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Owner Name	Role	% Owner	rship in Entity	
Street Address				
City	State	Zip		
Owner Name	Role	% Owner	rship in Entity	
Street Address				
City	State	Zip		
Applicant Verification: The undersigned lattached, as necessary) constitutes a conownership interest in an ownership entity	nplete and acc	irate list of all individuals	with an applicable	
Daffnie Lashay Martin		Owner		
Printed Name of Verifying Individual		Title of Verifying Individual		
Paffine Rashay Maile		12/29/22		
Signature of Verifying Individual		Verification Date		

Form I: Ownership Entity Individuals Page 2



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/OD/YYYY) 07/07/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

16	PORTANT: If the certificate holder in SUBROGATION IS WAIVED, subject his certificate does not confer rights to the certificate holder in the certificate holder in the certificate does not confer rights the the certificate does not confer rights the	to th	e ter	ms and conditions of th	e polic	y, certain po	licies may re	equire an endorse	ement. A st	atement on
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PRODUCER Trans Con Assurance, LTD. PO BOX 100966				NAME: Ben G Bludsworth  PHONE [AC, No, Ext); (205) 978-7070 [AC, No); (205) 978-7060				978-7060		
<b>5</b> 2.					E-MAIL ADDRES	s; ben@	transconas	surance.com		
B1.	rmingham AL 35210							DING COVERAGE		NAIC#
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INSU				(205) 215-9614	INSURE	RB;				
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Bii	mingham AL 35235				INSURE					
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	(Mandatory in NH) If yes, describe under	1						E.L. DISEASE - POLICY		
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International Communication dba C&D Transportation

1721 Driftwood Lane

Birmingham AL 35235

AUTHORIZED REPRESENTATIVE

A Just



To Whom It May Concern,

AlphaRoot is a licensed insurance broker in the State of Alabama and upon reviewing the insurance clauses and the outlined insurance requirements from the City of Birmingham that are necessary for International Communication LLC d.b.a. C&D Transportation to obtain a Transporter License; we are pleased to inform you we will be able to receive and bind insurance quotations from our insurance carrier partners for International Communication LLC d.b.a. C&D Transportation.

The insurance quotations are specific to the Request for Proposal ("RFP") submitted to us, by International Communication LLC d.b.a. C&D Transportation.

In the event that International Communication LLC d.b.a. C&D Transportation is awarded the Transporter License with the City and upon receipt of premium payment from International Communication LLC d.b.a. C&D Transportation, our insurance carrier partners are able to provide insurance coverage at the limits outlined by the City below.

We will be able to provide evidence of insurance, for International Communication LLC d.b.a. C&D Transportation.

The RFP insurance requirements are as follows:

Insurance Type	Limits
General Liability	(\$1M per occurrence / \$2M general aggregate)
Product Liability	(\$1M per occurrence / \$2M general aggregate)
Auto Liability	(\$1M per occurrence / \$2M general aggregate)
Workers Compensation	(\$1M per occurrence / \$2M general aggregate)

#### Sincerely,

Eric Schneider	
AlphaRoot	
p: 6468447313	
e: eric@alpharoot.com	

### FORM K: Affidavit of Entity Applicant for Alabama Medical Cannabis License

ST	ATE OF	ALABAMA	)		
			)		
Je	efferson	COUNTY	)		
Bei did	l state un	nder oath as follows ( <i>pl</i>	lease type or print l	legibly):	no after being by me first duly sworn,
1.	NAME (	OF ENTITY APPLYING I	FOR LICENSE: Inte	ernational	Communications LLC
2.	NAME (	OF AFFIANT: DE	affnie Lashay Mart	in	
3.	AFFIAN	IT'S POSITION WITH A	PPLICANT: Owne	r	
4.	AFFIAN	IT IS THE APPLICANT'S	S (Check One):		esponsible Party Contact Person  **Fidavit of BOTH individuals is required**)
5.	TYPE O	F LICENSE BEING SOU	GHT BY APPLICAN	NT (Check	One):
		Cultivator (	Processor		Secure Transporter
	Č	Dispensary (	Integrated Fa	cility	State Testing Laboratory
6.	On beh	alf of the Applicant, I d	o hereby affirm u	nder oath a	as follows:
-	a.		fiant named in par to provide this Affi	agraph 2 a	above, am an adult, over the age of 19
	b.	identified in paragrap	oh 1 above (hereina entity applicant's	after, "App	been duly authorized by the Applicant licant") to provide this Affidavit.  The suthorization to this Affidavit.
	c.	documents or other	exhibits accompar ecified in paragra seeking a differen other entity.	nying it, an ph 5 above	and the statements, information and re for the purpose of seeking one (1) e, on behalf of the Applicant. Neither I Medical Cannabis license on behalf of
	d.	Application are true investigation by me.	and correct, based To the extent an knowledge or abilit	l on my ov y informa ty to affirm	and other exhibits provided in the wn personal knowledge and a diligent tion provided therein was heretofore a, I have personally communicated with uch 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.  DM 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							
	DM INITIAL HERE							
f.	Applicant understands, acknowledges, and will continue to respect and comply with AMCC Rules regarding limited communication during the Application process.							
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.							
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.							
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.  DM 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.  DM INITIAL HERE  Signature of Affiant Acting for and on behalf of:  Daffnie Lashay Martin							
	Applicant							
Sworn to a	and subscribed before me on this 30th day of December , 2022.							
THE PARTY OF THE P	Notary Public  Notary Public  My Comm. Expires: Aug. 8, 2020  [SEAL]							

### FORM K: Affidavit of Entity Applicant for Alabama Medical Cannabis License

STA	TE OF	Alabama	. )			
			)			
Jeffe	rson	COUNTY	)			
Befo	ore me, state ur	the undersigned nota ider oath as follows (j	ary, did appear th please type or prir	ie Affiant, w it legibly):	ho after being by m	ne first duly sworn,
1.	NAME	OF ENTITY APPLYING	FOR LICENSE: 1	nternational Co	mmunication LLC	
2.	NAME	OF AFFIANT: D	affnie Martin			
3,	AFFIAN	IT'S POSITION WITH	APPLICANT: Own	ner & President		
4.	ÁFFIAN	IT IS THE APPLICANT	Γ'S (Check One):		esponsible Party affidavit of BOTH in	© Contact Person dividuals is required)
5.	TYPÉ C	F LICENSE BEING SO	UGHT BY APPLIC	ANT (Check	One):	
		Cultivator	Processor		Secure Trai	ısporter
		Dispensary	Integrated	Facility	State Testir	ng Laboratory
_		alf of the Applicant, I	do horoby affirm	under oath	as follows:	
6.	on ben a.	I, the undersigned A years and competen DMINITIAL H	affiant named in p t to provide this A ERE	oaragraph 2 Affidavit.	above, am an adult	
	b.	In my position stated identified in paragra (Attach a copy of the DM INITIAL H	aph 1 above (here ne entity applican ERE	inafter, "App nt's written	plicant") to provide authorization to th	this Affidavit.)
	C.	I understand and accuments or other license of the type so nor the Applicant are any individual or an DM INITIAL H	r exhibits accomp specified in parag re seeking a differ sy other entity.	panying it, a raph 5 abov	are for the purpose ve, on behalf of the	of seeking one (1)
	d.	investigation by me	e and correct, bas e. To the extent I knowledge or ab	sed on my o any informa sility to affiri	own personal know ation provided thei m. I have personally	s provided in the ledge and a diligent rein was heretofore communicated with rledge, 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.
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.  DM INITIAL HERE
f.	Applicant understands, acknowledges, and will continue to respect and comply with AMCC Rules regarding limited communication during the Application process.
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.  DM 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.  DM 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.  DM 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.  DM INITIAL HERE  Signature of Affiant Acting for and on behalf of:  Applicant
Sworn to and subscribed before me on this 30th day of Pecember 2022.	
	My Comm. Expires:  Aug. 8, 2026  My Commission Expires:  Aug. 8, 7074  [SEAL]