Redactions for Sanitus LLC Cultivator Application (1671)

Application (PDF Copy)

Social Security Number, Page 1

Exhibit 4 - Criminal Background Check

Social Security Number, Page 5

Exhibit 19 - Personnel

Social Security Numbers, Page 2



Review

Selected Account:Pheasant Hill Farms

Your application has been filed with the Alabama Medical Cannabis Commission. Your reference code is 1671.

File Date: 03/02/2023 12:10 PM

Your transaction ID is: 89100134 Transaction Token: ab2461e1-d308-4f3f-bb90-bb06f6446862

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: 0497

General Applicant Information

Applicant : Gregory Andre Name ws Cade

Applying as: Business Entity

Trade : Sanitus LLC Name

Identification: Social Securit Number

Type

y Number

Security Applicant's Social Security Number Number has been redacted **Business** : Sanitus LLC

: 11

Entity Name

(DBAs)

Business: Limited Liabilit Entity Type y Company

Secretary of: 001029244 **State Entity**

ID Number

Social

Federal Business Code No

Date of Qualification, Organization or Incorporation

:07/12/2 022

Applicant Street Address

Street: 12733 PHEASA NT DR

Unit No / : Apt No

City: MC CALLA

County: 63-Tuscaloosa

State: Alabama

Zip Code: 35111

Address Verified?: Yes

Applicant Mailing Address

Street: 12733 PHEASA Unit No / : City: MC CALLA NT DR Apt No State: Alabama **Zip Code**: 35111 Address Verified?: Yes Applicant : jordancade21 Applicant : Applicant : 2059832171 Website **Email** @gmail.com Phone **Address** Number ✓ Do you have a management service agreement in place?: No Is the applicant: (1) at least 51% owned by (or, in the case of a corporation, 51% of the shares belong to) members of any minority group (as defined by 20-2A-51(b)), and (2) managed and controlled in its daily operations by members of any minority group? Does the applicant verify that it is: (1) at least 51% owned by (or, in the case of a corporation, 51% of the shares belong to) members of any minority group (as defined by 20-2A-51(b)), and (2) managed and controlled in its daily operations by members of any minority group?

Primary Contact Person

✓ First Name: Jordan ✓ Last Name: Cade ✓ Title: Owner

✓ Phone : 2059832171
Number
Email: jordancade21
@gmail.com

 ✓ Street:
 5204 QUEENSF
 Unit No / :
 ✓ City:
 SHOAL CREEK

 ERRY LN
 Apt No

✓ State: Alabama ✓ Zip Code: 35242

✓ Address Verified?: Yes

License Information

License Type: Cultivator

Facility Information

Facility Information

✓ Facility : Cultivation Facilit

Type y

Physical Address

✔ Street: 12733 PHEASAN

T DR

Unit No / : Apt No ✓ City: MC CALLA

✓ County: 63-Tuscaloosa

✓ State: Alabama

✓ Zip Code: 35111

✓ Address : Yes Verified?

Facility Information Questions

✓ Applicant's interest in : Owns property where proposed facility is located

✓ Is this facility under : Yes construction?

✓ Estimated date of : 07/01/2023 construction completion

- ▼ The number of days, if awarded a license, within which the : 120
 Applicant reasonably projects it will commence operations at this facility
- ✓ The number of days, if awarded a license, within which the: 720
 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 : Gregory First Name
- ✓ Legal Middle Name

✓ Legal Last: Cade Name

Suffix:

✓ Phone : 2057901713 **Number**

: Andrews

✓ Email : gregc@elglaw.co
Address m

- **✓ Date of** : 01/09/1968 **Birth**
- ✓ Social Security Number

✓ Race/Ethnicity: African Amer ican

- ✓ Ownership : 70
 Percentage
 of the
 Applicant
- Role: Director, Shareh older, Member

Residence Address

- ✓ Street: 5204 QUEENSFE RRY LN
- Unit No / : Apt No

Zip Code: 35242

✓ City: SHOAL CREEK

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

Individual

- ✓ Legal : Jordan First Name
- Legal : AndrewsMiddleName
- ✓ Legal Last: Cade Name

Suffix:

- **✓ Phone** : 2059832171
 - Number

✓ Email : jordancade21@gAddress mail.com

- **✓ Date of** : 02/11/1997 **Birth**
- ✓ Social Security Number

✓ Race/Ethnicity: African Amer ican

Ownership : 30
Percentage
of the

Applicant

✔ Role: Beneficiary , Shar eholder , Membe

r

Residence Address

✓ Street: 1400 MIDTOWN

AVE

✓ Unit No / : APT 220 Apt No City: MT PLEASANT

✓ State: South Carolina

✓ Zip Code: 29464

✓ Address : Yes Verified?

Cannabis Industry Entities

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

Individual

✓ Legal : Duane First

Name

Name

✓ Legal Last: Dunn
Name

Suffix:

✓ Cannabis : Emerald Leaves
Entity LLC

✓ Entity : Limited Liability
Type Company

Connection: Individual toCannabisEntity

▼ Role in : Equity interest o
 Cannabis wner
 Entity

✓ Percentage : 100 of ownership in cannabis entity

Cannabis Entity's Physical Address

✓ Street: 2702 6TH AVE

Unit No / : Apt No ✓ City: TACOMA

✓ State: Washington

✓ Zip Code: 98406

✓ Address : Yes Verified?

Cannabis Entity's Primary Contact/Responsible Person

First : Duane Last : Dunn Title: Owner Name Name Phone : 2064825627 **Email** : emeraldleavesal : 2702 6TH AVE Number Address abama@gmail.c Address om Unit No / : City: TACOMA State: Washington Apt No **Zip Code:** 98406 Address : Yes Verified?

Questions and Attestations

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

✓ Select : Ownership Entity
One

✓ Name: Pheasant Hill Far ms

✓ Commercial : Alabama Dep license or certificate applied for d lndustrial He mp Program

✓ Licensing : Alabama Depa Board or rtment of Agric Commission ulture and Indu

✓ Application: 01/01/2019
Date

✓ Issued : 01/01/2020

Date

NO

✓ Expiration: 01/01/2022

Date

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

✓ 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?

✓ 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?

~	Has the applicant, any ownership entity, or any cannabis entity connected with an ownership interest in the applicant, within the last ten (10) years, f complaint or other notice by any governmental body, regarding a delinqued dispute over the filings concerning the payment of, any tax required under	led or been served with a ncy in the payment of, or a	
~	Has the applicant filed, or had filed against it, any proceeding for bankrupt	cy within the past 7 years?: NO	
~	Is the applicant currently, or has it been in the past 10 years, a defendant in its business practices?	n litigation involving any of : NO	
~	Is any public official of any unit of government: (1) an owner (directly or indirectly) of any financial or beneficial interest in (2) a creditor of the applicant; (3) a holder of any debt instrument issued by the applicant; or (4) a holder contractual or service relationship with the applicant?		
•	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?		
•	Has any owner, director, board member, or individual with a controlling into been indicted for, charged with, arrested for, convicted of, pled guilty or no bail concerning any felony or controlled substance-related misdemeanor, in violations, regardless of whether the offense has been reversed on appeal	lo contendere to, or forfeited not including traffic	
	is the applicant's anticipated or actual number of employees sective commencement of operations and during the first five		
~	Commencement: 2 Year One: 2 of Operation	✓ Year Two: 2	
~	Year Three: 5 Year Four: 12	✓ Year Five: 15	
~	Does the applicant verify that it has the ability to maintain adequate minim liability and casualty insurance, as required by § 20-2A-53(a)(2), Code of A amended)?		
*	Does the applicant consent as required by § 20-2A-55(d), Code of Alabam inspections, examinations, searches, and seizures contemplated by § 20-2 Alabama 1975 (as amended)?		

✓ Does the applicant verify that neither it nor its leadership have any economic interest in any other license or applicant for license under the Act? (See § 20-2A-55(e), Code of Alabama 1975 (as amended))
 ✓ I attest that this application is truthful and complete based on the best available information as of the date of filing.

✓ Signature Date: 12/30/2022

Documents

✓ Signature: Gregory Andrews Cade

✓ Resume or Curriculum Vitae of Individuals with Ownership Exhibit 1.pdf (./api/documents/M0uJWKfoD/download) Interest:					
✓ Residency of Owners:	Exhibit 2.pdf (./api/documents/28n_Q8Wb7/download)				
 Commercial Horticulture or Agronomic Production Experience of Owners: 	Exhibit 3.pdf (./api/documents/pVV74ImNx/download)				
✓ Criminal Background Check:	Exhibit 4.pdf (./api/documents/GWipWd1Gz/download)				
✓ Demonstration of Sufficient Capital:	Exhibit 5.pdf (./api/documents/vhsiOqzQG/download)				
✓ Financial Statements:	Exhibit 6.pdf (./api/documents/e5801qlMa/download)				
✓ Tax Plan:	Exhibit 7 signed.pdf (./api/documents/fNjPuyuoJ/download)				
✓ Business Formation Documents:	Exhibit 8.pdf (./api/documents/tinQd2vCS/download)				
✓ Business License and Authorization of Local Jurisdictions	s: Exhibit 9.pdf (./api/documents/7yxJy6jzA/download)				
✓ Business Plan:	Exhibit 10 Signed.pdf (./api/documents/CnhoBZakT/download)				
✓ Evidence of Business Relationship with other Licensees and Prospective Licensees:	Exhibit 11.pdf (./api/documents/952QZN9iV/download)				
✓ Standard Operating Plan and Procedures:	Exhibit 12 signed.pdf (./api/documents/vVAxMXgK7/download)				
✓ Policies and Procedures Manual:	Exhibit 13 signed.pdf (./api/documents/GMW6eGsu1/download)				

✓ Machinery and Equipment:	Exhibit 14.pdf (./api/documents/9eOW_b785/download)
✓ Receiving and Shipping Plan:	Exhibit 15 signed.pdf (./api/documents/ZfKOtg7mz/download)
✓ Facilities:	Exhibit 16.pdf (./api/documents/-NSWps6dF/download)
✓ Engineering Plans and Specifications:	Exhibit 17.pdf (./api/documents/H72kyZVpH/download)
✓ Security Plan:	Exhibit 18 signed.pdf (./api/documents/p4G2ZDocO/download)
✓ Personnel:	Exhibit 19.pdf (./api/documents/M3HSIPHKh/download)
✓ Business Leadership Credentials:	Exhibit 20 signed.pdf (./api/documents/-oFa17bef/download)
✓ Employee Handbook:	Exhibit 21 signed.pdf (./api/documents/uOczZlqhC/download)
✓ Quality Control and Quality Assurance Plan:	Exhibit 22 signed.pdf (./api/documents/S1YCwxl7O/download)
✓ Contamination and Recall Plan:	Exhibit 23 signed.pdf (./api/documents/zSbog_qdG/download)
✓ Marketing and Advertising Plan:	Exhibit 24 signed.pdf (./api/documents/BK18rfcJX/download)
✓ Website and Social Media:	Exhibit 25 signed.pdf (./api/documents/if6YrFWVN/download)
Ownership Entity Individuals (if applicable):	No Document Present
✓ Minority Ownership Documents:	Greg BC.pdf (./api/documents/PFjpmPPXS/download)
✓ Proof of Minimum Liability and Casualty Insurance:	Scan Dec 28_ 2022.pdf (./api/documents/AajeDZI95/download)
✓ Affidavit - Entity Applicant:	Affidavits _GC _ JCpdf (./api/documents/e-Q0naP0C/downlo

Payments

✔ Payment Options: Credit Card

Exhibit 1 – Resume 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.

Gregory A. Cade			
Printed Name of Verifying Official	Title of Verifying Individual		
Gregory A. Cade	12/30/2022		
Signature of Verifying Individual	Verification Date		

[Completed]

See attached forms.

Additional Notes on this Exhibit:

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Gregory Andrews Cade d/b/a Sanitus LLC	Cultiv	Cultivator			
Business License Applicant Name	Licens	License Type			
Gregory Andrews Cade	70%	70% Individual's Ownership Percentage in Applicant			
Individual with Ownership Interest in Applicant	Indivi				
Residential History					
Provide all residential addresses, in reverse chrono attach additional form(s) if necessary.	ological orde	er, for 15 y	vears prior to date of application;		
5204 Queensferry Lane					
_ Residential Street Address					
Shoal Creek	Alaba	ma	35242		
City	State		Zip		
02/2011		Present			
Date Resided From (MM/YYYY)		Date Res	sided To (MM/YYYY)		
1033 Willowbrook Road					
Residential Street Address					
Birmingham	Alaba	ma	35215		
City	State		Zip		
07/1996		02/2011			
Date Resided From (MM/YYYY)		Date Resided To (MM/YYYY).			
Residential Street Address					
City	State		Zip		
Date Resided From (MM/YYYY)		Date Res	sided To (MM/YYYY)		
Residential Street Address					
City	State		Zip		
Date Resided From (MM/YYYY)		Date Res	sided To (MM/YYYY)		

Residential Street Address			
City	State	Zip	
Date Resided From (MM/YYYY)		Date Resided To (MM/YYYY)	
Residential Street Address			
City	State	Zip	
Date Resided From (MM/YYYY)		Date Resided To (MM/YYYY)	
Residential Street Address			
City	State	Zip	
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY)		
Residential Street Address			
City	State	Zip	
Date Resided From (MM/YYYY)		Date Resided To (MM/YYYY)	
Residential Street Address			
City	State	Zip	
Date Resided From (MM/YYYY)		Date Resided To (MM/YYYY)	

<u>Education</u> Provide all institutions of higher educ	cation attended; attach a	dditional form	(s) if necessary	<i>'</i> .
Univ. of Alabama Birmingham	Birmi	ngham		AL
Institution	City			State
08/1986	12/1991		BS Chemistry	y/Biology
Date Attended From (MM/YYYY)	Date Attended To (M	M/YYYY)	Degree Rec	eived
Univ. of Alabama Birmingham	Birmi	ngham		AL
Institution	City			State
09/1993	12/1996		MPH	
Date Attended From (MM/YYYY)	Date Attended To (M	M/YYYY)	Degree Rec	eived
Miles School of Law	Birmi	ngham		AL
Institution	City			State
09/1999	12/2001		JD	
Date Attended From (MM/YYYY)	Date Attended To (M	M/YYYY)	Degree Rec	eived
Vermont School of Law	Montpelier		VT	
Institution	City			State
09/2017	Present		LLM pend	ing
Date Attended From (MM/YYYY)	Date Attended To (M	M/YYYY)	Degree Rec	eived
Employment History Provide all employers, in reverse chrattach additional form(s) if necessary Environmental Litigation Group, PC				
			205-328-92	200
Employer	Contact Perso	on	Telephone	
2160 Highland Avenue South				
Business Address				
Birmingham		Alabama	352	.05
City		State	Zip	
1993		Present		
Date Employed From (MM/YYYY)		Date Employ	yed To (MM/Y	YYY)

Employer	Contact Person		Telephone	
Business Address				
City	Sta	ate	Zip	
Date Employed From (MM/YYYY)	Da	ate Empl	oyed To (MM/YYYY)	
Employer	Contact Person		Telephone	
Business Address				
City	Sta	ate	Zip	
Date Employed From (MM/YYYY)	Da	ate Empl	oyed To (MM/YYYY)	
Employer	Contact Person		Telephone	
Business Address				
City	Sta	ate	Zip	
Date Employed From (MM/YYYY)		ate Empl	oyed To (MM/YYYY)	
Employer	Contact Person		Telephone	
Business Address				
City	Sta	ate	Zip	
Date Employed From (MM/YYYY)		nte Empl	oyed To (MM/YYYY)	

		License Type: Cultivator
Employer	Contact Person	Telephone
Business Address		
City	State	e Zip
Date Employed From (MM/YYYY)	 Date	Employed To (MM/YYYY)
Employer	Contact Person	Telephone
Business Address		
City	State	e Zip
Date Employed From (MM/YYYY)	 Date	Employed To (MM/YYYY)
Employer	Contact Person	Telephone
Business Address		
City	State	e Zip
Date Employed From (MM/YYYY)	Date	Employed To (MM/YYYY)
Employer	Contact Person	Telephone
Business Address		
City	State	e Zip
Date Employed From (MM/YYYY)		Fmnloved To (MM/YYYY)

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Gregory Andrews Cade d/b/a Sanitus LLC	Cultivator			
Business License Applicant Name	License Type	License Type		
Jordan Andrews Cade	30%			
Individual with Ownership Interest in Applicant	Individual's Ownership Percentage in Applic			
Residential History				
Provide all residential addresses, in reverse chrono attach additional form(s) if necessary.	logical order, for 1	5 years prior to date of application;		
1400 Midtown Avenue				
_ Residential Street Address				
Mt. Pleasant	SC	29464		
City	State	Zip		
09/2022	cur	rent		
Date Resided From (MM/YYYY)	Date	Resided To (MM/YYYY)		
2501 Abbot Road				
Residential Street Address				
East Lansing	MI	48823		
City	State	Zip		
08/2019	05,	/2022		
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY).			
563 E. 14th St.				
Residential Street Address				
Eugene	OR	97401		
City	State	Zip		
07/2017	08,	/2019		
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY)			
515 E. Broadway				
Residential Street Address				
Eugene	OR	97401		
City	State	Zip		
07/2016	07,	/2017		
Date Resided From (MM/YYYY)	Date	Resided To (MM/YYYY)		

1625 E. 15th Ave		
Residential Street Address		
Eugene	OR	97401
City	State	Zip
07/2015		07/2016
Date Resided From (MM/YYYY)	_	Date Resided To (MM/YYYY)
5204 Queensferry Lane		
Residential Street Address		
Birmingham	AL	35242
City	State	Zip
01/2010		07/2015
Date Resided From (MM/YYYY)	_	Date Resided To (MM/YYYY)
1033 Willowbrook Lane		
Residential Street Address		
Birmingham	AL	35215
City	State	Zip
02/11/1997		01/2010
Date Resided From (MM/YYYY)		Date Resided To (MM/YYYY)
Residential Street Address		
City	State	Zip
Date Resided From (MM/YYYY)	_	Date Resided To (MM/YYYY)
Residential Street Address		
City	State	Zip
Date Resided From (MM/YYYY)	_	Date Resided To (MM/YYYY)

<u>Education</u> Provide all institutions of higher educations	ation attended; atta	ch additional forr	n(s) if necessary.	
Michigan State University College		East Lansing		
Institution		ty	State	
08/2019	05/2022		Juris Doctor	
Date Attended From (MM/YYYY)	Date Attended To	o (MM/YYYY)	Degree Received	
University of Oregon	E	Eugene	OR	
Institution	Ci	ty	State	
08/2015	12/2018		B.A Political Science & Philosophy	
Date Attended From (MM/YYYY)	Date Attended To	(MM/YYYY)	Degree Received	
Spain Park High School	ŀ	loover	AL	
Institution	Ci	ty	State	
08/2011	05/2015		High School Diploma	
Date Attended From (MM/YYYY)	Date Attended To	(MM/YYYY)	Degree Received	
Institution	——————————————————————————————————————	ty	State	
Date Attended From (MM/YYYY)	Date Attended To	(MM/YYYY)	Degree Received	
Employment History Provide all employers, in reverse chroattach additional form(s) if necessary				
Bell Legal Group	Krista		843 546 2408	
Employer	Contact P	erson	Telephone	
219 S Ridge Street				
Business Address				
Georgetown		SC	29440	
City		State	Zip	
09/2022		Current		
Date Employed From (MM/YYYY)		Date Employed To (MM/YYYY)		

Telephone Contact Person Telephone			J 1
### Table Part Part	Environmental Litigation Group P.C.	Wanda Dailey	205 328 9200
Birmingham	Employer	Contact Person	Telephone
Birmingham	2160 Highland Ave		
City 08/2015 Date Employed From (MM/YYYY) 10th Judicial Circuit of Alabama Employer 716 Richard Arrington Jr. Blvd Business Address Birmingham City 09/2020 Date Employed To (MM/YYYY) AL 35215 Zip 06/2020 Date Employed To (MM/YYYY) Pridestaff Employer AL 35215 Employer AL 35215 Zip 06/2020 Date Employed To (MM/YYYY) Pridestaff Katrina Cade Contact Person Telephone AL 35216 Employer Contact Person Telephone AL 35216 City 06/2015 Date Employed To (MM/YYYY) City 08/2015 Date Employed To (MM/YYYY) The City of Birmingham Business Address 710 20th Street N City 06/2015 Date Employer AL 35203 Zip O6/2015 Date Employed To (MM/YYYY)	Business Address		
Date Employed From (MM/YYYY) Date Employed From (MM/YYYY) 10th Judicial Circuit of Alabama Employer 716 Richard Arrington Jr. Blvd Business Address Birmingham City Date Employed From (MM/YYYY) Pridestaff Employer 3659 Lorna Road Suite 165 Business Address Hoover City Date Employed From (MM/YYYY) City Contact Person Date Employed To (MM/YYYY) Pridestaff Employer AL State Contact Person Telephone AL 35215 Contact Person Telephone AL 35216 Contact Person Telephone City O6/2015 Date Employed To (MM/YYYY) City of Birmingham Employer Contact Person Telephone City of Birmingham Business Address 710 20th Street N City O6/2015 AL State Contact Person Telephone AL 35203 Zip O6/2015	Birmingham	AL	35215
Date Employed From (MM/YYYY) 10th Judicial Circuit of Alabama Employer 716 Richard Arrington Jr. Blvd Business Address Birmingham City 06/2020 Date Employed From (MM/YYYY) Pridestaff Employer 3659 Lorna Road Suite 165 Business Address Hoover City 08/2015 Date Employed From (MM/YYYY) City 08/2015 City of Birmingham City of Birmingham Contact Person City of Birmingham Contact Person Telephone AL 35215 State 205 533 0254 Telephone AL 35216 Zip 06/2015 Date Employed To (MM/YYYY) City of Birmingham Contact Person Telephone City of Birmingham Contact Person Telephone AL 35216 Zip 06/2015 Date Employed To (MM/YYYY) The City of Birmingham Contact Person Telephone AL 35216 Zip 06/2015 Date Employed To (MM/YYYY) The City of Birmingham Contact Person Telephone AL 35203 Zip 08/2015	City	State	Zip
Employer 716 Richard Arrington Jr. Blvd Business Address Birmingham City Ode/2020 Date Employer AL State Ode/2020 Date Employer AL State Contact Person Date Employed To (MM/YYYY) Pridestaff Employer 3659 Lorna Road Suite 165 Business Address Hoover City O8/2015 Date Employed From (MM/YYYY) City O8/2015 City O8/2015 City O8/2015 AL State City Of Birmingham Contact Person Telephone City of Birmingham Contact Person Telephone City of Birmingham Contact Person Telephone AL State Zip Ode/2015 Date Employed To (MM/YYYY) The City of Birmingham Contact Person Telephone AL State Zip Ode/2015 Date Employed To (MM/YYYY) The City of Birmingham Contact Person Telephone AL State Zip Ode/2015 City of Birmingham Contact Person Telephone	08/2015	09/202	22
Employer 716 Richard Arrington Jr. Blvd Business Address Birmingham AL State 06/2020 Date Employed From (MM/YYYY) Pridestaff Employer 3659 Lorna Road Suite 165 Business Address Hoover City City Date Employed From (MM/YYYY) City Contact Person AL State Zip Contact Person AL State Zip Contact Person Telephone AL State Zip O6/2015 Date Employed To (MM/YYYY) City O6/2015 Date Employed To (MM/YYYY) City of Birmingham Employer Contact Person Telephone City of Birmingham Employer Contact Person Telephone AL State Zip O6/2015 Date Employed To (MM/YYYY) AL State Zip O6/2015 Date Employed To (MM/YYYY) The City of Birmingham Contact Person Telephone AL State Zip O6/2015 City of Birmingham Contact Person Telephone	Date Employed From (MM/YYYY)	<u> </u>	
### Paragraph	10th Judicial Circuit of Alabama	Brittnay Wilkes	205 325 5420
Business Address Birmingham AL State 06/2020 Date Employed From (MM/YYYY) Pridestaff Employer 3659 Lorna Road Suite 165 Business Address Hoover City 08/2015 Date Employed From (MM/YYYY) Contact Person AL State Zip 09/2020 Date Employed To (MM/YYYY) Telephone AL State Zip 06/2015 Date Employed To (MM/YYYY) City O6/2015 Date Employed To (MM/YYYY) City of Birmingham Contact Person Telephone Birmingham Business Address 710 20th Street N City State Zip O6/2015 Contact Person Telephone AL State Zip O6/2015 Date Employed To (MM/YYYY) AL State Zip O6/2015 Contact Person Telephone Birmingham Business Address 710 20th Street N City State Zip O6/2015	Employer	Contact Person	Telephone
Birmingham City O6/2020 Date Employed From (MM/YYYY) Pridestaff Employer 3659 Lorna Road Suite 165 Business Address Hoover City O8/2015 Date Employed From (MM/YYYY) City O8/2015 City O9/2020 Date Employed To (MM/YYYY) AL State Zip O6/204 AL State Zip O6/2015 Date Employed To (MM/YYYY) City of Birmingham Contact Person Telephone City of Birmingham Contact Person Employer Birmingham Business Address 710 20th Street N City O8/2015 AL State Zip O6/2015 AL State Zip O6/2015 City of Birmingham Contact Person Telephone	716 Richard Arrington Jr. Blv	vd	
City 06/2020 Date Employed From (MM/YYYY) Pridestaff Employer 3659 Lorna Road Suite 165 Business Address Hoover City 08/2015 Date Employed From (MM/YYYY) City City City City City of Birmingham - Office of the City Counsel President Employer Contact Person City of Birmingham Contact Person Telephone City of Birmingham Contact Person Telephone AL 35216 Zip 06/2015 Date Employed To (MM/YYYY) The City of Birmingham Contact Person Telephone Birmingham Business Address 710 20th Street N City of State Zip 06/2015	Business Address		
Date Employed From (MM/YYYY) Pridestaff Katrina Cade Contact Person 3659 Lorna Road Suite 165 Business Address Hoover City 08/2015 Date Employed To (MM/YYYY) AL State O6/2015 Date Employed To (MM/YYYY) City O8/2015 City of Birmingham Employer Contact Person City of Birmingham Contact Person Telephone City of Birmingham Contact Person Telephone AL State Zip O6/2015 Contact Person Telephone AL State City of Birmingham Contact Person Telephone Birmingham Business Address 710 20th Street N City of State State O6/2015 AL State Zip O6/2015	Birmingham	AL	35215
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Business Address		
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Employer	Contact Person	Telephone
Business Address		
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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.

Gregory A. Cade	<u> 0wner </u>
Printed Name of Verifying Official	Title of Verifying Individual
Gregory A. Cade	12/30/2022
Signature of Verifying Individual	Verification Date

[Completed]

See attached.

Additional Notes on this Exhibit:

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

ALABAMA Center for Health Statistics

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Exhibit 3 -**Commercial Horticulture or Agronomic Production Experience 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.

Gregory A. Cade	<u>Owner</u>
Printed Name of Verifying Official	Title of Verifying Individual
Gregory A. Cade	12/30/2022
Signature of Verifying Individual	Verification Date

[Completed]

See attached licenses for hemp cultivation and processing. In addition, applicant has owned Pheasant Hill Farm for over 12 years. Applicant was raised on a farm as well, and has over 15 years of commercial horticulture and agronomic experience.

Additional Notes on this Exhibit:

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

Alabama Department of Agriculture & Industries Hemp Grower Licensing Agreement

	Industrial	Hemp	Program
License	#		



ALABAMA DEPARTMENT OF AGRICULTURE & INDUSTRIES INDUSTRIAL HEMP PROGRAM HEMP GROWER LICENSING AGREEMENT

This Hemp Grower Licensing Agreement ("Agreement") is made and entered into between the Alabama Department of Agriculture & Industries ("ADAI") and <u>Participant</u> (hereinafter "License Holder").

This Agreement, and the documents expressly incorporated by reference herein, together constitute the terms and conditions for License Holder's participation in the Alabama Industrial Hemp Program (hereinafter "Program").

Section 1. Promises and responsibilities of License Holder.

In exchange for the commitments agreed to by ADAI in Section 2 of this Agreement, the License Holder:

- A. Promises to comply with the requirements set forth in Ala. Admin. Code 80-10-21-.01 et seq. and Code of Ala. 1975, § 2-8-380 et seq., which are incorporated by reference into this Agreement;
- B. Affirms that hemp shall not be grown, handled, or stored at any location other than the ADAI approved locations listed on the License Holder's application and subsequent Amendment Request forms, which are incorporated by reference;
- C. Agrees to apply for licensing of all growing, handling, and storage locations, including GPS coordinates, and receive ADAI approval for those locations prior to having hemp on those premises;
- D. Acknowledges that License Holder shall submit a Amendment Request Form, the appropriate fees based on the requested changes, and obtain prior written approval from a representative of the ADAI before implementing any change to the licensed sites stated in this Agreement, and that growing site changes are subject to a site modification surcharge in the amount specified in Ala. Admin. Code 80-10-21-.04 for a new set of GPS coordinates;
- E. Acknowledges that License Holder, its representatives, agents and employees are acting as agents of the ADAI and must comply with instructions from representatives of the ADAI and law enforcement agencies;
- F. Agrees to pay the participation fee and other applicable fees set forth in Ala. Admin. Code 80-10-21-.01 et seq.;
- G. Consents to the entry onto, and inspection of, all premises where hemp or other cannabis plants or materials are located, or licensed to be located, by representatives of ADAI and law enforcement agencies, with or without cause, with or without advance notice;

ADAI Page 1 of 4

Alabama Department of Agriculture & Industries Hemp Grower Licensing Agreement

	Industrial	Hemp	Program
License	#		

- H. Consents to forfeiture and destruction, without compensation, of:
 - 1) Plants or material found to have a measured total delta-9-THC content in excess of 0.3 percent on a dry weight basis;
 - 2) Plants or materials bearing off-label pesticide residues (or believed by ADAI to have had pesticides applied off-label), regardless of the source or cause of contamination;
 - 3) Plants or material located in an area that is not licensed by ADAI; and
 - 4) Plants or material not properly accounted for in required reporting to ADAI;
- I. Agrees not to interplant hemp with any other crop without express written permission from ADAI;
- J. Acknowledges that anyone applying pesticides to hemp shall be certified to safely apply pesticides and hold any required state pesticide license. Pesticides must be applied in accordance with all state and federal laws. Pesticides that have been reviewed and approved by the ADAI and Alabama Cooperative Extension Systems are the only pesticides that may be legally applied to hemp.
- K. Acknowledges that the License Holder shall comply with restrictions established by ADAI limiting the movement of hemp plants and plant parts;
- L. Acknowledges that the risk of financial or other loss is borne solely by the License Holder;
- M. Agrees that any time hemp is in transit, a copy of this Agreement shall be available for inspection upon the request of a representative of ADAI or a law enforcement agency;
- N. Agrees that, upon request from a representative of ADAI or a law enforcement agency, the License Holder shall immediately produce a copy of this Agreement for inspection;
- O. Agrees to submit Planting Reports, Harvest/Destruction Reports, Production Reports, and other reports required by ADAI, on or before the deadlines set by ADAI;
- P. Agrees to scout and monitor unlicensed fields for volunteer cannabis plants and to destroy those volunteer cannabis plants for three (3) years past the last date of planting reported to ADAI;
- Q. Agrees not to employ or rent land to cultivate hemp from any person who was terminated or denied admission to the Program for one or both of the following reasons:
 - 1) Failure to obtain an acceptable criminal background check; or
 - 2) Failure to comply with an order from a representative of ADAI;
- R. Agrees that land used for the cultivation or storage of hemp shall not be owned by, leased from, or previously submitted in a license application by any person who was terminated, or denied admission to the program for one or both of the following reasons:
 - 1) Failure to obtain an acceptable criminal background check; or
 - 2) Failure to comply with an order from a representative of ADAI;
- S. Agrees to notify ADAI of any interaction with a representative of a law enforcement agency immediately by phone (334-240-7230) and follow-up in writing to plant.protection@agi.alabama.gov within 24 hours of the occurrence;
- T. Agrees to notify ADAI of any theft of hemp or other cannabis materials, whether growing or not, within 24 hours of the occurrence;

ADAI Page 2 of 4

Alabama Department of Agriculture & Industries Hemp Grower Licensing Agreement

	Industrial	Hemp	Program
License	#		

- U. Agrees to not allow another person to grow hemp in lieu of requesting a separate Grower Licensing Agreement;
- V. Agrees that all seed, plants, or other propagules to be used by License Holder must have documentation showing that mature plants grown from that seed variety or strain have a floral material total delta-9-THC content of not more than 0.30 percent on a dry weight basis;
- W. Agrees to certify in writing that the License Holder's hemp replication plan will not infringe on the intellectual property rights of any person;
- X. Agrees to provide to ADAI, upon request, a copy of:
 - 1) Any intellectual property agreement License Holder has signed or executed related to hemp or other cannabis; and
 - 2) Any contract or other agreement related to the planting, replication, harvest, storage, transfer, transport, processing, and/or sales of hemp;
- Y. Agrees to comply with the federal Food Drug and Cosmetic Act and all other applicable local, state, and federal laws and regulations relating to product development, product manufacturing, consumer safety, and public health;
- Z. Agrees that the industrial hemp research is limited to the research/grow plan as outlined in the License Holder's approved application. Any changes to the research/grow plan must be approved in writing by ADAI, and any applicable fees paid to ADAI; and
- AA. Agrees to comply with any land use restrictions set forth by ADAI.

Section 2. Responsibilities of ADAI.

In exchange for the commitments agreed to by License Holder in Section 1 of this Agreement, ADAI agrees to perform the responsibilities below:

- A. Conduct the Program in accordance with the requirements set forth in Ala. Admin. Code 80-10-21-.01 et seq. and Code of Ala. 1975, § 2-8-380 et seq.;
- B. Certify and license sites as required by 7 U.S.C. § 5940(b)(1)(B)(ii);
- C. Conduct a sampling and testing program to confirm harvest compliance with the legal definition of industrial hemp, stated in 7 U.S.C. § 5940 and Ala. Amin. Code 80-10-21-.01 et seq., as "the plant *Cannabis sativa L.* and any part of such plant, whether growing or not, with a total delta-9 tetrahydrocannabinol [THC] concentration of not more than 0.3 percent on a dry weight basis."

Section 3. Miscellaneous.

- A. The Parties agree that the terms of this Agreement supersede any previous agreement concerning the License Holder's participation in the Program as a Grower but shall not supersede or alter the terms of any agreement concerning the License Holder's participation in the Program as a Processor/Handler.
- B. The Parties expressly agree to comply with the provisions of Ala. Admin. Code, and Code of Ala., all of which are incorporated herein by reference.

ADAI Page 3 of 4

Alabama Department of Agriculture & Industries Hemp Grower Licensing Agreement

	Industrial	Hemp	Program
License	#		

- C. The License Holder acknowledges the inherent risk associated with participation in a research program focusing on a new crop. License Holder acknowledges that License Holder bears sole responsibility for financial or other losses that may result from License Holder's choice to participate. License Holder agrees that ADAI is not responsible for reimbursing or compensating License Holder for any loss resulting from License Holder's involvement with ADAI's Program and waives any right to seek compensation for the value of such losses.
- D. Each provision of the Agreement is separate. If any provision is determined to be invalid, the rest of this Agreement shall continue in full force and effect. It is the intent of the Parties that if any provision of this Agreement is determined to be unenforceable as written, then that provision shall be enforced to the extent permitted by law, and the remainder of this Agreement shall be unaffected and remain enforceable.
- E. Failure to comply with terms of this Agreement shall constitute grounds for appropriate disciplinary action, up to and including termination of this Agreement and expulsion from the department's program.
- F. This Agreement may be terminated by either party upon thirty (30) days prior written notice.
- G. The Parties agree that any dispute arising from this Agreement (or from any provisions of Ala. Admin. Code 80-10-21, or Code of Ala. 1975, § 2-8-380, all of which are incorporated herein by reference) shall be decided by the application of the laws of the State of Alabama; that the Montgomery County Circuit Court shall be the sole forum for the adjudication of such disputes, other than the administrative review procedures set forth in Ala. Admin. Code 80-10-21.
- H. ADAI does not discriminate on the basis of race, color, religion, sex, national origin, sexual orientation or gender identity, ancestry, age (40 and over), disability, veteran status or genetic information in employment or the provision of services and provides, upon request, reasonable accommodation including auxiliary aids and services necessary to afford individuals with disabilities an equal opportunity to participate in all programs and activities.
- I. This Licensing Agreement shall expire February 28, 2021. Future participation in the Program will require License Holder to reapply and be approved by ADAI.

IN WITNESS WHEREOF, the parties hereto have executed this Licensing Agreement by and through their duly authorized agents as of the day and year first above written.

Gail M. Ellis, Hemp Program Manager	Date
Alabama Department of Agriculture & Industries	
1	//
If a Carle	1/31/2020
Signature of Signing Authority*	Date
Gregory Carde	President/Owner
Printed Name of Signing Authority*	Title of *Signing Authority

Signing Authority* In the event the License Holder is not an individual, the person signing on behalf of the License Holder must have legal signing authority for the License Holder on file with ADAI, and state the capacity in which the person is signing.

ADAI

Page 4 of 4

Industrial Hemp Program License #



ALABAMA DEPARTMENT OF AGRICULTURE & INDUSTRIES INDUSTRIAL HEMP PROGRAM 2020 PROCESSOR/HANDLER LICENSING AGREEMENT

This Processor/Handler Licensing Agreement ("Agreement") is made and entered into between the Alabama Department of Agriculture & Industries ("ADAI") and <u>Participant</u> (hereinafter "License Holder").

This Agreement, and the documents expressly incorporated by reference herein, together constitute the terms and conditions for License Holder's participation in the Alabama Industrial Hemp Program (hereinafter "Program").

Section 1. Promises and responsibilities of License Holder.

In exchange for the commitments agreed to by ADAI in Section 2 of this Agreement, the License Holder:

- A. Promises to comply with the requirements set forth in Ala. Admin. Code 80-10-21-.01 et seq. and in Code of Ala. 1975, § 2-8-380 et seq., which are incorporated by reference into this Agreement;
- B. Affirms that hemp shall not be processed, stored, or handled, at any location other than the approved locations;
- C. Agrees to apply for licensing of all processing, handling, and storage locations, including GPS coordinates with aerial photograph, and receive ADAI approval for those locations prior to having hemp on those premises;
- D. Acknowledges that License Holder shall submit an Amendment Request Form, the appropriate fees based on the requested changes, and obtain prior written approval from a representative of the ADAI before implementing any change to the licensed sites stated in this Agreement, and that processing/handling site changes are subject to a site modification surcharge in the amount specified in Ala. Admin. Code 80-10-21-.05 for a new set of GPS coordinates;
- E. Acknowledges that License Holder, its representatives, agents and employees are acting as agents of the ADAI and must comply with instructions from representatives of the ADAI and law enforcement agencies;
- F. Agrees to pay the participation fee and other applicable fees set forth in Ala. Admin. Code 80-10-21-.01 et seq.;
- G. Consents to the entry onto, and inspection of, all premises where hemp or other cannabis plants or materials are located, or licensed to be located, by representatives of ADAI and law enforcement agencies, with or without cause, with or without advance notice;

ADAI Hemp Program

Page 1 of 4

Industrial	Hemp	Program
License #		1000

- H. Consents to forfeiture and destruction, without compensation, of:
 - 1) Plants or material found to have a measured total delta-9-THC content in excess of 0.3 percent on a dry weight basis;
 - 2) Plants or materials bearing off-label pesticide residues (or believed by ADAI to have had pesticides applied off-label), regardless of the source or cause of contamination;
 - 3) Plants or material located in an area that is not licensed by ADAI; and
 - 4) Plants or material not properly accounted for in required reporting to ADAI;
- I. Acknowledges that the License Holder shall comply with restrictions established by ADAI limiting the movement of hemp plants and plant parts;
- J. Acknowledges that the risk of financial or other loss is borne solely by the License Holder;
- K. Agrees that any time hemp is in transit, a copy of this Agreement and the License Certificate shall be available for inspection upon the request of a representative of ADAI or a law enforcement agency;
- L. Agrees that, upon request from a representative of ADAI or a law enforcement agency, the License Holder shall immediately produce a copy of this Agreement and the License Certificate for inspection;
- M. Agrees to submit reports required by ADAI, on or before the deadlines set by ADAI;
- N. Agrees to notify ADAI of any interaction with a representative of a law enforcement agency immediately by phone (334-240-7230) and follow-up in writing to plant.protection@agi.alabama.gov within twenty-four (24) hours of the occurrence;
- O. Agrees to notify ADAI of any theft of hemp or other cannabis materials within twenty-four (24) hours of the occurrence;
- P. Agrees to not allow another person to process or handle hemp in lieu of requesting a separate Processor/Handler Licensing Agreement;
- Q. Agrees to not possess, save, breed, reproduce, clone, or otherwise preserve for replication any variety of plants for which the License Holder does not have documented permission;
- R. Agrees to provide to ADAI, upon request, a copy of:
 - 1) Any intellectual property agreement License Holder has signed or executed related to hemp or other cannabis; and
 - 2) Any contract or other agreement related to the planting, replication, harvest, storage, transfer, transport, processing, and/or sales of hemp;
- S. Agrees to comply with the federal Food Drug and Cosmetic Act and all other applicable local, state, and federal laws and regulations relating to product development, product manufacturing, consumer safety, and public health;
- T. Agrees to comply with any land use restrictions set forth by ADAI;
- U. Agrees to not grow, cultivate, or possess live hemp or cannabis plants without obtaining a Grower Licensing Agreement; and
- V. Agrees that the industrial hemp research is limited to the research plan as outlined in the License Holder's approved application. Any changes to the research plan must be approved in writing by ADAI, and any applicable fees paid to ADAI.

ADAI Hemp Program

Page 2 of 4

Industrial Hemp	Program
License #	_

Section 2. Responsibilities of ADAI.

In exchange for the commitments agreed to by License Holder in Section 1 of this Agreement, ADAI agrees to perform the responsibilities below:

- A. Conduct the Program in accordance with the requirements set forth in Ala. Admin. Code 80-10-21-.01 et seq., and in Code of Ala. 1975, § 2-8-380 et seq.;
- B. Certify and license sites as required by 7 U.S.C. § 5940(b)(1)(B)(ii);
- C. Conduct a sampling and testing program to confirm harvest and product compliance with the legal definition of industrial hemp, stated in 7 U.S.C. § 5940 and Ala. Admin. Code 80-10-21-.01 et seq., as "the plant *Cannabis sativa L.* and any part of such plant, whether growing or not, with a total delta-9 tetrahydrocannabinol [THC] concentration of not more than 0.3 percent on a dry weight basis."

Section 3. Miscellaneous.

- A. The Parties agree that the terms of this Agreement supersede any previous agreement concerning the License Holder's participation in the Program as a Processor/Handler, but shall not supersede or alter the terms of any agreement concerning the License Holder's participation in the Program as a Grower.
- B. The Parties expressly agree to comply with the provisions of Ala. Admin. Code, and Code of Ala., all of which are incorporated herein by reference.
- C. The License Holder acknowledges the inherent risk associated with participation in a research program focusing on a new crop. License Holder acknowledges that License Holder bears sole responsibility for financial or other losses that may result from License Holder's choice to participate. License Holder agrees that ADAI is not responsible for reimbursing or compensating License Holder for any loss resulting from License Holder's involvement with ADAI's Program and waives any right to seek compensation for the value of such losses.
- D. Each provision of the Agreement is separate. If any provision is determined to be invalid, the rest of this Agreement shall continue in full force and effect. It is the intent of the Parties that if any provision of this Agreement is determined to be unenforceable as written, then that provision shall be enforced to the extent permitted by law, and the remainder of this Agreement shall be unaffected and remain enforceable.
- E. Failure to comply with terms of this Agreement shall constitute grounds for appropriate disciplinary action, up to and including termination of this Agreement and expulsion from the department's program.
- F. This Agreement may be terminated by either party upon thirty (30) days prior written notice.
- G. The Parties agree that any dispute arising from this Agreement (or from any provisions of Ala. Admin. Code 80-10-21, or Code of Ala. 1975, § 2-8-380, all of which are incorporated herein by reference) shall be decided by the application of the laws of the State of Alabama; that the Montgomery County Circuit Court shall be the sole forum for the adjudication of such disputes, other than the administrative review procedures set forth in Ala. Admin. Code 80-10-21.
- H. ADAI does not discriminate on the basis of race, color, religion, sex, national origin, sexual

ADAI Hemp Program

Page 3 of 4

Alabama Department of Agriculture & Industries Processor/Handler Licensing Agreement – 2020

Industrial	Hemp Program
License #	

orientation or gender identity, ancestry, age (40 and over), disability, veteran status or genetic information in employment or the provision of services and provides, upon request, reasonable accommodation including auxiliary aids and services necessary to afford individuals with disabilities an equal opportunity to participate in all programs and activities.

I. This Licensing Agreement shall expire February 28, 2021. Future participation in the Program will require License Holder to reapply and be approved by ADAI.

IN WITNESS WHEREOF, the parties hereto have executed this Licensing Agreement by and through their duly authorized agents as of the day and year first above written.

Gail M. Ellis, Hemp Program Manager Alabama Department of Agriculture Industries

Date

Signature of Signing Authority*

Printed Name of Signing Authority

Date

Title //

Title (if applicable*)

Signing Authority *In the event the License Holder is not an individual, the person signing on behalf of the License Holder must have legal signing authority for the License Holder on file with ADAI, and state the capacity in which the person is signing.

<u>Exhibit 4 –</u> <u>Criminal Background Check</u>

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.

Gregory A. Cade	<u>Owner</u>
Printed Name of Verifying Official	Title of Verifying Individual
Gregory A. Cade	12/30/2022
Signature of Verifying Individual	Verification Date

[In Progress with completion expected 30 days *before* award of license]

See attached forms. Both Majority and Minority owners of Applicant have submitted all required forms, and background check results should be expected to arrive at the AMCC office in March of 2023. Additionally, a copy of Gregory Cade's national background check, as well as a confirmation email regarding the status of Jordan Cade's state background check, are attached to this exhibit.

Additional Notes on this Exhibit:

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

FORM B: BACKGROUND CHECK APPLICANT VERIFICATION License Type: Cultivator			
Gregory Andrews Cade d/b/a Sanitus LLC	Cultivator		
Business License Applicant Name	License Type		
Provide the name and title of each individual identified by §			

each owner, shareholder, director, board member, and individual with an economic interest in the Applicant). Attach additional forms if necessary.

NAME	ROLE (select all that apply)
Gregory Andrews Cade	Owner Shareholder Director Board Member
	Individual with Economic Interest in Applicant
Jordan Andrews Cade	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
	Individual with Beolomic 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 identifie to the Applicant. The undersigned further	ereby verifies that the individuals listed hereinabove (and attached, as d by § 20-2A-55(b), Code of Alabama 1975 (as amended) with respect verifies that each individual listed hereinabove (and attached, as kground check from the Alabama Law Enforcement Agency (ALEA) and he FBI.
Gregory Andrews Cade	Owner
Printed Name of Verifying Individual	Title of Verifying Individual
Gregory A. Cade	12/29/2022
Signature of Verifying Individual	Verification Date

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

sh	ch individual identified by § 20-2A-55(b), Code of Alabama 1975 (as amended) (i.e., each owner, areholder, director, board member, and individual with an economic interest in the Applicant) must mplete a separate form.
 Bu	Isiness License Applicant Name License Type
 Ind	dividual's Name
Ind	dividual's Role (select all that apply):OwnerShareholderDirectorBoard Member
	Individual with Economic Interest in Applicant
	<u>Verification</u>
Th	e undersigned, as identified above, hereby verifies all of the following:
•	That the individual's role(s) in the Applicant's business is one or more of the roles identified by § 20-2A-55(b), Code of Alabama 1975 (as amended).
•	That the individual shall, as required by § 20-2A-55(b), Code of Alabama 1975 (as amended), submit to a state and national criminal background check, to be conducted and/or coordinated by the Alabama Law Enforcement Agency.
•	That the individual has submitted its completed state criminal background check application form (ALEA SBI Form 46), and all other items required therewith, to ALEA
•	That the individual has submitted its national criminal background check form (FBI Identity History Summary Request Form), and all other items required therewith, to the FBI.
•	That the individual, on his/her state and national background check forms, has authorized ALEA and the FBI, as applicable, to release any and all criminal history information of the individual to the Alabama Medical Cannabis Commission.
•	That the individual will promptly respond to any request from ALEA, the FBI, and/or the Alabama Medical Cannabis Commission regarding the processing of the individual's state and national criminal background checks.
•	That the individual has confirmed that his/her name and role(s) have been included, by the Applicant, on the Background Check Applicant Verification Form.
	Signature of Verifying Individual Verification Date
	Signature of Verifying Individual Verification Date

FORM C: State Background Check (ALEA)

The application for the State Background Check, conducted by ALEA, may be submitted in person or by mail.

In-Person Requests:

- Complete the enclosed Application to Review Alabama Criminal History Record Information form (SBI Form 46) see instructions below (**) and Appendix B of the application form for detailed instructions
- Return the completed form to ALEA Criminal Records and Identification Unit at 301 S. Ripley Street, Montgomery, AL 36104 (Adams Avenue side entrance)
- Additional information is available at:

https://www.alea.gov/sbi/criminal-justice-services/criminal-records/alabama-background-check.

Requests by Mail:

- Complete the enclosed Application to Review Alabama Criminal History Record Information form (SBI Form 46) – see instructions below (**) and Appendix B of the application form for additional instructions
- Return the completed form and fingerprint card to:

Alabama Law Enforcement Agency Criminal Records and Identification Unit ATTN: Background Checks P.O. Box 1511 Montgomery, Alabama 36102-1511

• Additional information is available at:

https://www.alea.gov/sbi/criminal-justice-services/criminal-records/alabama-background-check.

** When completing the background check application form, include the following information:

Work Information

o **Employer Name**: Provide name of cannabis business license

applicant

o **Employer Phone**: Provide phone number of cannabis business

license applicant

o <u>Job Role/Classification</u>: Provide role of individual for whom background

check is being conducted (i.e., owner, shareholder, director, board member, individual with economic interest in cannabis business license applicant)

• Affidavit for Release Information

o **Authorize Release To**: Alabama Medical Cannabis Commission

License Type: Cultiv APPLICATION TO REVIEW ALABAMA CRIMINAL HISTORY RECORD INFORMATION

PERSONAL INFORMATION				THE PROPERTY OF
Full Name (First, Middle, Last, Suffix):			Sex/Gende	r: Male Female
Aliases/Nickname:				
Applicant <u>Current</u> Address:				Applicants Social Socur
City:	State:	Zip Code:	SSN:	Applicants Social Securi Number has been reda
Date of Birth:	_(MM/DD/YYYY) Drive :	r's License Number:	lssu	uing State:
Race: White Black Asia	an Indian (Other (please specify) _		
Home Phone: ()	Mobile Phone: ()	Work Phone: ()
WORK INFORMATION				
Employer Name:		Emplo	yer Phone: ()	
Contractor Name:				
State Agency:			y Phone: ()	
Work Email Address:				
Job Role/Classification:				
☐ PERSONAL REQUESTS ONLY: THE made payable to the ALEA, Crit	minal Records and Ide	·	t be in the form of a money	y oraer or Casnier's cneck
I hereby authorize the Alabama Law En	forcement Agency to	release any and all cr	iminal history information	to:
Name & Address of Requesting Agency or A I, the above referenced individual, hereby requesting Agency, the Federal Bureau of Investigation, an judicial, or personal reference. I hereby release a By signing below and submitting this application acknowledge that I understand that, in accordation criminal offender record information under agency or person without authorization, may be for not more than five years or both. § 41-9-601 right to challenge or appeal any portion of my star	st to release any and all crid d any information relating Ill parties contributing such in, I hereby verify that the nce with Section 41-9-601 er false pretenses, or who w guilty of a felony, and shall in, Code of Ala. (1975). Furth the and/or federal CHRI tha	to my past record and chainformation from any charge information listed in my a of the Code of Alabama 1: willfully communicates or sell be fined not less than \$5,00 permore, as set forth at Title at I believe to be inaccurate (gracter whether it be financial, ac ges or liability whatsoever because application and in the attached a 1975, that any person who willful teks to communicate criminal offe 100 nor more than \$10,000 or imple 128, Code of Federal Regulations (see "Appendix A" for contact info	cademic, military, employment, e of furnishing said information. documentation is correct. I also ly requests, obtains or seeks to ender record information to any risoned in the state penitentiary is (CFR), Section 16.34 I have the formation).
Applicant Signature <u>Jordan</u>	Cads		Date	
Name of Witness				
Address of Witness		Address of Witi	ness	
City, State and Zip		City, State and	Zip	
Sworn to and subscribed before me	thisday of	;	20	
Notary Signature		My Commission Ex	pires	_, 20
FOR ALEA OFFICIAL USE ONLY: TCN:	SID: /	AL	Billed:Paid:	No Charge:
Received By (Initials):/Date:/	Processed By (initials):	:/Date://_	Background Check Qty:	

Status:___

_Initials:___

___Date: ___/ _/__

Mailed

Walk-in/Hand Delivered

Certified Letter Qty: Total: \$_

APPLICATION TO CHALLENGE

Alabama Criminal History Record Information



Appendix A

		PP
the ALEA Criminal Recriminal history record Unit. Please complete ALEA Criminal Rec	ecords and Identification Unit that he or she be d information (CHRI) provided by the Alabama Lav the steps described below and mail this form and cords and Identification Unit – P.O. Box 1511 – Ma	Criminal History Record Information (CHRI) maintained by lieves to be inaccurate . To submit a challenge regarding w Enforcement Agency, Criminal Records and Identification I all supporting documentation to: ontgomery, AL 36102-1511 – ATTN: Record Challenge . Imentation, may cause a delay in processing your request.
I,	, wish to	challenge my Alabama CHRI provided to me by the
Alabama Law Enforc	, wish to ement Agency Criminal Records and Identificati	on Unit on/
Records and Idea agree and unders 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 the 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 car	TO THIS FORM the following information regarding EACH n be reviewed or processed by the ALEA Criminal Records es of the official documentation from the arresting agency hallenged.
documentation p	rovided. I also understand that my challenge may	inal Records and Identification Unit official, along with the also be sent to the originating criminal justice agency with that this process may take several weeks or longer to
Please list the SPECI	FIC charge, date, and Arresting Agency/Court for	each arrest or disposition being challenged:
DATE	AGENCY	ARREST CHARGE/DISPOSITION CHALLENGED
1.		
2.		
3.		
4.		
5.		
	following data the	
Please also provide the	•	ad shave is incorrected
A. The details reia	ated to why each specific arrest or disposition list	ed above is inaccurate:
B. The informatio	on believed to be correct information for each arro	est or disposition being challenged:
C. The agency and	d/or court where I obtained what I believe to be t	the correct supporting information (if applicable) fromis:
Signaturo		Date

Applicant Instructions

For completing the ALEA Application to Review Alabama Criminal History Record Information or to Challenge Alabama Criminal History Record Information



Appendix B

In order for your request to review, challenge or appeal your Alabama Criminal History Record Information to be processed by the Alabama Law Enforcement Agency (ALEA), you must complete the ALEA Application to Review (SBI Form 46) or to Challenge Alabama Criminal History Record Information (SBI Form 46 Appendix A) in accordance with the following instructions:

- Your application must include ONE COPY of at least one of the following forms of your own valid photo identification:
 - a. A valid unexpired United States state-issued photo driver license or photo ID (non-driver) card;
 - b. A valid unexpired United States Citizenship and Immigration Service Document, which may include either:
 - i. Certificate of Naturalization N-550
 - ii. Replacement Certificate of Naturalization N-570
 - iii. Special Certificate of Naturalization N-578
 - iv. Certificate of Citizenship N-560
 - v. Replacement Certificate of Citizenship N-561
 - vi. Certificate of Citizenship (Posthumous) N-645, N-645A
 - c. A valid unexpired United States Passport; or
 - d. A valid unexpired Foreign Passport which meets the following requirements:
 - i. A foreign passport must contain a Valid United States Visa or I-94 to be used as a primary proof of identification; or
 - ii. A foreign passport, not issued in English, must be translated and accompanied by a Certificate of Accurate Translation. Passports are not acceptable if un-translated into English and/or expired.
- Your application must include the required \$25.00 administrative fee in the form of only a cashier's check or a money order made payable to the "Criminal Records & Identification Unit" (sorry - personal and/or business checks are not accepted).; and
- Your application must include a classifiable set of your own fingerprints, taken by an authorized law enforcement agency with an FBI-issued Originating Agency Number (ORI).
 - a. The fingerprints accompanying your application should be provided to ALEA on an official FBI-approved "Applicant" fingerprint card or a FBI-approved AFIS printout of an official "Applicant" fingerprint card (i.e., FBI blue card). This ensures positive identification and insures that the proper criminal record is reviewed.
 - Details for the fingerprinting agency may be found in APPENDIX C.
- Your completed request and all of the required documentation should be mailed to:

Alabama Law Enforcement Agency Criminal Records and Identification Unit ATTN: Background Checks

P.O. Box 1511

Montgomery, Alabama 36102-1511

- If your application is to CHALLENGE any part of your CHRI maintained by ALEA, the application must include, at a minimum:
 - a. A copy of the Alabama Criminal History Record being challenged;
 - b. The charge and DATE of each specific arrest or disposition being challenged;
 - The Name of the ARRESTING AGENCY OR COURT for each arrest or disposition being challenged;
 - A listing of each specific arrest or disposition being challenged;
 - The details related to why each specific arrest is inaccurate;
 - What the applicant believes to be the correct information for each arrest or disposition being challenged;
 - Where the applicant obtained what he/she believes to be the correct supporting information (if applicable); and
 - Official documentation from the arresting agency or court (if applicable) to support each arrest or disposition being challenged.
- Your completed request and all of the required documentation should be mailed to:

Alabama Law Enforcement Agency Criminal Records and Identification Unit

ATTN: Record Challenge

P.O. Box 1511

Montgomery, Alabama 36102-1511

Please allow a minimum of 4-5 weeks from the date the application is received by ALEA for ALEA to process your request for review. Requests to Challenge CHRI information do NOT fall under this timeframe, as they require additional research, contact and verification with the arresting agencies, etc. If you have any questions concerning this procedure, you may contact ALEA by calling 334-353-4340 or 1-866-740-4762.

Instructions for Law Enforcement Official

License Type:

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

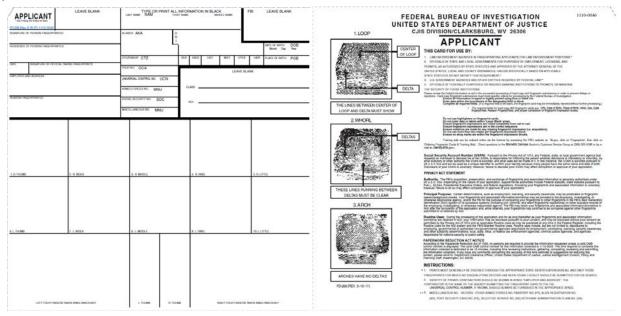


Appendix C

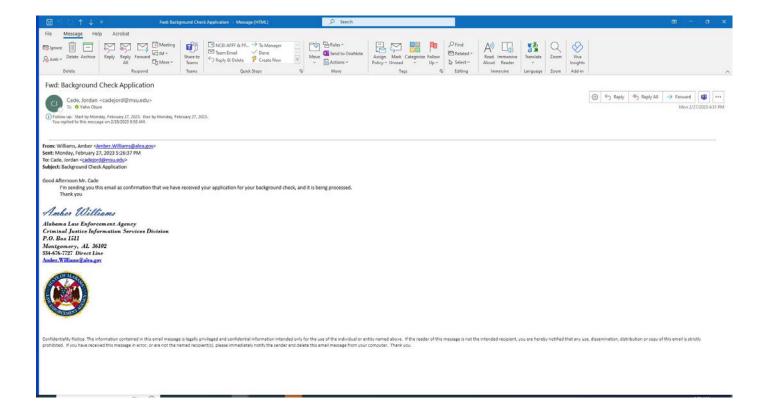
In accordance with Alabama law and the procedures established in Section 265-X-2 of the *Alabama Administrative Code*, individual citizens may request and may be provided with classifiable sets of their own fingerprints to accompany a request for his/her own Alabama Criminal History Record Information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



- 3. 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, CJIS Division Biometric Section at (304) 625-5590 or by e-mail at identity@ic.fbi.gov.



FORM D: National Background Check (FBI)

The application for the National Background Check, conducted by the FBI, may be submitted online or by mail. According to the FBI website, current processing time is about 3-5 days for online requests (after fingerprint card is received by mail) and about 2-4 weeks for requests by mail.

Online Requests: The online request form and instructions are available at:

https://www.edo.cjis.gov/#/

Requests by Mail: Use enclosed Identity History Summary Request Form. Detailed instructions for completing and submitting the request form and fingerprint cards by mail are available at:

https://www.fbi.gov/how-we-can-help-you/need-an-fbi-service-or-more-information/identity-history-summary-checks#Mail

- ** When completing the background check request form (online requests and requests by mail), include the following information:
 - Mailing Address

o <u>In Care Of (C/O)</u>: AMCC

ATTN: Background Check
 Address: P.O. Box 309585
 City: Montgomery
 State: Alabama
 Postal (Zip) Code: 36130

- Preferences (online request form)
 - o Would you like your date of birth included on the response? YES
 - o Would you like to have a hard-copy response mailed to you? YES

1-783 (Rev. 06-01-2020)

OMB-1110-0052

License Type: Cultivator

IDENTITY HISTORY SUMMARY REQUEST FORM

Information * Denotes Required Fields

*Last Name Cade		*First Name Jordan		
Middle Name 1 Andrews		Middle Name 2		
		I.		
*Date of Birth:	*Place of Birth:		*U.S. Citizen or Legal	
02/11/1997 *Country of Citizanshin	Birmingham, AL		Prisoner Number (if or	∐ No
*Country of Citizenship: United States	Country of Resider	nce:	Prisoner Number (if ap	opiicable):
*Last Four Digits of Social Secu	rity Number: 8570			
*Race (please check appropriate box) Asian Black Cauca	_	erican Uı	known	
*Sex (please check appropriate box): Male Female Other				
Address				
C/O AMCC		ATTN Ba	ckground Check	
*Address				
	P.O. B	309585 Sox		
	1			
*City Montgomery *State Alabama				
*Postal (Zip) Code 36130 *Country				
Phone Number 2059832171 E-Mail jordan.cade@belllegalgroup.com				
Payment Enclosed: (please check appropriate box) ☐ CERTIFIED CHECK ☐ MONEY ORDER ☐ CREDIT CARD FORM				
You may request a copy of your own Identity History Summary to review it or obtain a change, correction, or an update to the summary. This is not a national background check and may not include information from state repositories which would be included on an employment background check. If you are requesting a background check for employment or licensing within the U.S., you may be required by state statute or federal law to submit your request through your state identification bureau, the requesting federal agency, or another authorized channeling agency.				
* REQUESTOR SIGNATURE Ordan Cade DATE 12/29/2022 Mail the signed requestor information form, fingerprint card, and payment of \$18 U.S. dollars to the following address:				
iviali the signed requestor informatio				ne tollowing address:
	FBI CJIS Divisi 1000 Cus Clarksburg,	ster Hollow I	Road	

PRIVACY ACT STATEMENT

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

PAPERWORK REDUCTION ACT STATEMENT:

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

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

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

Gregory Andrews Cade d/b/a	Cultivator		
Business License Applicant Name	License Type		
Gregory Andrews Cade			
Individual's Name			
Individual's Role (select all that apply): 🗸 Owner 🕻 Shar	eholder Director Board Member		
Individual with	Economic Interest in Applicant		

Verification

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

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

Gregory A. Cade	12/30/2022
Signature of Verifying Individual	Verification Date

TYPE OR PRII	NT ALL INFORM FIRST NAME	NATION IN BLACK MIDDLE NAME An An		i LEAV	E BLANK
ASES AKA	SO BIRI	010000 MINGHAM, AL	_	DATE OF Mont	
IZENSHIP CTZ	SEX M	BACE 6'2" 230	EYES	HAIR PLACE O	ofostraja L
JR NO. OCA			LEAVE BLANK		700)
VERSAL CONTROL NO. UCI	N				
MED FORCES NO. MNU	CLAS	s			
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CELLANEOUS NO. MNU	, Acr				
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U.S. Department of Justice

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

GREGORY CADE

2057901713

Date: 01-03-2023

ATTN: GREGORY CADE C/O: GREGORY CADE

2160 HIGHLAND AVENUE SOUTH

BIRMINGHAM, AL 35205

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

Subject Name

GREGORY CADE

Search Completed Result

01-03-2023 E2023003000000122176

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:

01/09/1968

Social Security number:

XXX-XX-6088

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

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

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

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

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

Services Division

<u>Exhibit 5 –</u> <u>Demonstration of Sufficient Capital</u>

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.

Gregory A. Cade	<u>Owner</u>
Printed Name of Verifying Official	Title of Verifying Individual
Gregory A. Cade	12/30/2022
Signature of Verifying Individual	Verification Date

[Completed]

See attached.

In addition to verification by Mr. Wayne Garner CPA, the undersigned verifies that the information contained in the attached Demonstration of Sufficient Capital is accurate and complete, based on the best available information at the date of verification.

)orfan Andrews Cade

Jordan Andrews Cade, Applicant's Contact Person

Gregory A. Cads
Gregory Cade, Responsible Person Designated by Applicant

Date: 3/1/2023

Additional Notes on this Exhibit:

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

A. WAYNE GARNER

CERTIFIED PUBLIC ACCOUNTANT
2345 DERBY DRIVE
VESTAVIA HILLS, AL 35216
(205) 824-3199
garnercpa@aol.com

AMERICAN INSTITUTE
OF CERTIFIED PUBLIC ACCOUNTANTS

ALABAMA SOCIETY
OF CERTIFIED PUBLIC ACCOUNTANTS

December 30, 2022

I serve as the principal certified public accountant for the Environmental Litigation Group, P.C., 3529 Realty Group, LLC, Pheasant Hill Farms LLC, ELG Air, LLC and Sanitus, LLC, the business entity formed to operate as a medical cannabis cultivator in the State of Alabama. All offices are located at 2160 Highland Avenue South, Birmingham, Alabama and owned and operated by Gregory A. Cade. Both Pheasant Hill Farms, LLC and Sanitus, LLC are located at 12733 Pheasant Drive, McCalla, Alabama in Tuscaloosa County. I am in a position to offer substantial financial information intended to secure sufficiency of capital needed to fund the cultivation activities of Sanitus, LLC.

Pheasant Hill Farms, LLC and Sanitus, LLC are both located at 12733 Pheasant Drive, McCalla, Alabama. Both entities are not encumbered with any mortgage debt. Pheasant Hill Farms, LLC is made up of approximately 1,080 acres of land of mostly marketable timber (approximately 950 acres), much of which is marketable at \$7,500 per acre in today's market with a valuation of nearly \$7.1 million. Pheasant Hill Farms, LLC is currently the holder of a Alabama Hemp Grower/Processor license for the State of Alabama. The site utilizes equipment in the form of tractors and cultivation farming attachments as well as dwellings made up of a main cabin and farm hand facilities exceeding values of more than \$1.5 million. It is my understanding that Sanitus, LLC will take full advantage of banking relationships to fulfill any financial commitments needed to secure funds to operate the cultivation business upon the granting of a medical marijuana cultivation license by the State of Alabama.

Environmental Litigation Group, P.C. is a law firm owned and operated by Gregory A. Cade and employs nearly 30 individuals consisting of 8 attorneys and 22 paralegals and staff. I have acted as the CPA for Environmental Litigation Group, P.C. for more than 30 years. As the owner of Environmental Litigation Group, P.C. Mr. Cade took over the firm more than 17 years ago generating millions of dollar each year as a prominent national environmental attorney. ELG operates as a professional corporation designated as a flow-thru entity where Mr. Cade is the sole shareholder. ELF's financial status remains excellent with gross

revenues normally exceeding \$15 million each year with future receivables anticipated in excess of \$650 million over the next four years. Mr. Cade as the owner of ELG maintains excellent banking relationships with Servisfirst Bank and First Bank in Birmingham with the ability to finance any operational needs if required to fulfill any responsibility as a medical marijuana cultivator.

Mr. Cade easily demonstrates the ability to personally fund a cultivation business for Sanitus, LLC if necessary. Mr. Cade's financial ability is within the 3 year requirement if he chooses to operate using his own funds where his initial investment is expected to be around \$500,000.

In compliance with the need to demonstrate sufficient capital for an annual budget for the first three years, I verify to the best of my knowledge the sources provided.

Please contact me if you have any questions.

Sincerely,

Wayne Garner

Accountant for Gregory A. Cade and Environmental Litigation Group, P.C.

<u>Exhibit 6 –</u> <u>Financial Statements</u>

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.

Gregory A. Cade	<u>Owner</u>
Printed Name of Verifying Official	Title of Verifying Individual
Gregory A. Cade	12/30/2022
Signature of Verifying Individual	Verification Date

[Completed]

6.1 Balance Sheet Report

See attached 1120-S & Personal Financial Statement of Applicant.

6.2 Profit and Loss Report

See attached 1120-S & Personal Financial Statement of Applicant.

6.3 Statement of Cash Flow

See attached 1120-S & Personal Financial Statement of Applicant.

Additional Notes on this Exhibit:

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

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U.S. Income Tax Return for an S Corporation

 $\,\blacktriangleright\,\,$ Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.

Department of the Treasury

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21	Ordinary business in	come (loss).	Subtract line 2	20 from line 6	:				21	406,89
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24	Estimated tax penalty (see instruction	is). Check if F	om 2220 is att	tached			»	24	
25	Amount owed, If line 2	3e is smaller i	than the total	of lines 22d and	d 24, enter ar	mount ow	ed		25	A CONTRACTOR OF THE PROPERTY O
26	Overpayment, If line 2	3e is larger tha	an the total of	lines 22c and 7	24, enter amo	ount over	oald		26	
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	Under penation of perjury, I do	lare that I have ex	amined this return,	including accompar	nying schedules c	and statemen	its, and to the	bost of my tr	cowledge end belief	f. It is true, correct.
	and complete, Declaration of pa	eparer (other than	taxpayer) is based	on all information of	f which preparer I	has any know	vledge.			decuss this return
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E	Firm's address D					State		ZIP code		Page 2 of 3



APPLICANT / GUARANTOR INFORMATION	CO-APPLICANT / GUARANTOR INFORMATION		
Name GREGORY A CADE	Name		
Residence Address 5204 QNEENSFERRY LANE	Residence Address		
City, State, Zip SHOAL CREEK AL 35242	City, State, Zip		
Social Security Number 421-13-6088 Birth Date 1/9/1968	Social Security Number Birth Date		
Position or Occupation ATTORNEY	Position or Occupation		
Business Name ENVIRONMENTAL LITIGATION GROUP	Business Name		
Business Address 2160 HIGHLAND AVE SO	Business Address		
City, State, Zip BIRMINGHAM AL 35205	City, State, Zip		
Years With Business 17	Years With Business		
Res Phone 205-790-1713 Business 205-328-9200	Res Phone Bus Phone		

STATEMENT OF FINANCIAL CONDITION AS OF 8/30/2022	And an adoption of the second		
ASSETS	Dollars	LIABILITIES	Dollars
Cosh	\$1,200,000	Notes Payable to Banks - Secured (Schedule G)	
Marketable Securities (Schedule 4)		Notes Payable to Banks - Unsecured (Schedule G)	
Non-Marketable Securities (Schedule B)		Credit Card Payable	
Notes & Accounts Receivable	\$25,000,000	Notes Payable to Others	
Cash Surrender Value Life Insurance (Schedule C)	\$20,000,000	Accounts and Bills Payable	
Partnership Interest		Income Taxes Payable	
Retirement Accounts (Schedule D)	\$2,000,000	Other Taxes Payable	
Real Estate - Personal Residence (Schedule E)	\$1,200,000	Real Estate Mortgage(s) (Schedule E)	\$1,978,659
Real Estate Owned (Schedule E)	\$12,000,000	Other Linbilities (list)	
Partial Interest Real Estate Investment			
Personal Property	\$2,000,000		
Automobiles			
Other Assets (list)	\$1,500,000		
			And the second s
		TOTAL LIABILITIES	\$1,978,659
TOTAL ASSETS	\$64,900,000	NET WORTH	S

ANNUAL INCOME			PERSONAL INFORMATION	
Income sources for year end			Is any listed income likely to be reduced prior to loan repayment? Yes No	
Income Source	Applicant	Co-Applicant	(Explain) NO	
Salary	\$350,000		Do you have a will? YES If so, executor name KATRINA CADE	
Bonus and Commission 1,000,000			Are you a partner of officer in any other venture? If so, describe	
Dividends				
Real Estate Income			Are you obligated to pay alimony, child support, or maintenance payments? If so	
Alimony, Child Support ¹			describe. NO	
Other Income			Are any assets pledged other than described on schedules? If so, describe.	
Total	sl \$1,350,000		NO	
CONTINGENT LIABILITIES			Income taxes paid through (date)	
As endorser, co-maker, or guarantor \$600,000			Are you a defendant in any lawsuit or legal action? NO	
On leases or contracts	\$		Are there any outstanding judgments against you? NO	
Legal claims \$			Have you declared bankruptcy during the last ten years?	
Other special debt	S		□ No □ Yes What year? NO	

^{1.} Altmony, child support, or separate maintenance need not be revealed if you do not wish to have it considered as a basis for lean repayment

Exhibit 7 - Tax Plan

Verification

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

Gregory A. Cade	Owner		
Printed Name of Verifying Official	Title of Verifying Individual		
Gregory A. Cade	12/30/2022		
Signature of Verifying Individual	Verification Date		

(As of Application Date: Completed)

Tax Compliance SOPs

The purpose of these Tax Compliance procedures is to ensure that the company complies with local, state, and federal tax laws and regulation, including the taxes levied by Chapter 2A of Title 20, Code of Alabama 1975 (as amended) (see Ala. Code § 20-2A-80). Careful tax compliance is essential to avoid civil and criminal penalties, preserve the company's cannabis license, and avoid unnecessary expenses (i.e., interest and penalties).

The IRC § 280(e) SOP explicitly outlines the plan to comply with and mitigate the impact of IRC § 280(e). The Tax Stamp SOP pertains to the cannabis tax stamps issued by the Division of Revenue per state law and the Cannabis Regulatory Commission (CRC) regulations. The other procedures apply to all local, state, and federal taxes, returns, and fees for which the company is liable.

The Chief Financial Officer is responsible for ensuring that all employees and contractors are trained in these procedures, monitoring compliance, and correcting problems. The Chief Financial Officer is also responsible for preparing or causing to be prepared the Schedule of Tax Filing Deadlines listing the due dates of all tax and fee payments or returns.

Policies

- The company will employ or contract with a Certified Public Accountant (CPA) or tax attorney to review the Chart of Accounts, determine what expenses the company may legitimately include in the Cost of Goods Sold (COGS), prepare tax returns, and audit financial records.
- The company will file all required tax returns and make all necessary tax and fee
 payments required under local, state, and federal laws and regulations, including
 but not limited to sales tax, municipal transfer tax, and social equity excise fees, and
 federal tax.

Supplies and Equipment Needed

- Inventory tracking software
- Financial tracking software
- Financial statements and reports, as specified

Schedule of tax filing deadlines

Tax Returns and Records SOP:

- 1. Tax and fee payments and returns may include:
- 1. Sales or privilege tax under Chapter 2A of Title 20, Code of Alabama 1975 (as amended), including but not limited to Ala. Code § 20-2A-80,
- 2. Federal tax, and
- 3. Any other tax or fee imposed under local, state, or federal law.
- 2. Refer to the Schedule of Tax Filing Deadlines for the due dates of local, state, and federal tax payments and returns.
- 1. The Chief Financial Officer will provide the Schedule of Tax Filing Deadlines.
- 2. A copy of the Schedule of Tax Filing Deadlines will be filed with the company's financial records.
- 3. Company will add a reminder in advance of each payment or filing deadline to the computer or calendar, allowing sufficient preparation to complete the payment or filing.
- 3. Company's CPA, tax attorney, or other responsible party will:
- 1. Ensure that the payment is completed and verified at least one (1) business day before the payment is due.
- 2. Always double-check data and the payment amount.
- 3. Retain all receipts and payment confirmations per the Record Keeping Procedure.
- 4. Company will transmit all required data to the CPA or tax attorney to complete a scheduled tax return filing. Transmit the data on the schedule specified by the CPA or tax attorney to allow adequate time for preparing and filing the return. The CPA or tax attorney will also determine what data is required, which may include:
- 1. Sales reports,
- 2. A Balance Sheet for a specific date,
- 3. A Profit & Loss Report for a specific period,
- 4. Payroll data, and
- 5. Any other financial records that are required to complete the return.

5. Retain copies of all local, state, and federal tax returns.

IRC § 280(e) SOP:

- 1. Enter all expenses and liabilities accurately into the company's financial tracking software using the Chart of Accounts approved by the Chief Financial Officer. Refer to the Accounting SOP for additional details.
- 2. To the extent permitted by law, categorize all expenses related to the COGS using the appropriate subcategories identified by the CPA, tax attorney, or Chief Financial Officer. By way of example only, the following types of expenses may be included in COGS. However, all COGS-related costs must be approved by the CPA, tax attorney, or Chief Financial Officer.
- 1. Cannabis resellers may claim deductions for:
 - 1. Invoice price for cannabis, less trade or other discounts;
 - 2. Electric bills for designated inventory areas (electricity used in sales areas cannot be deducted as COGS);
 - 3. Transportation (the cost of travel to purchase cannabis, transportation, and legal shipping costs of cannabis);
 - 4. Wages and other payroll expenses associated with the procurement of cannabis items for resell; and
 - 5. Any other expenses confirmed as COGS-related by the CPA, tax attorney, or Chief Financial Officer.
- 2. Cannabis cultivators may claim deductions for:
 - 1. Raw materials and supplies (e.g., seeds, soil, clones, fertilizer);
 - 2. Direct labor before the sale (e.g., cleaning, trimming, curing, packaging, inventory);
 - 3. Indirect production costs, such as:
 - 1. Repairs, maintenance, and rent for production and storage;
 - 2. Utilities (water and electricity used to grow cannabis);
 - 3. Indirect materials and supplies (grow supplies and packaging);
 - 4. Indirect labor (supervisory wages);
 - 5. Costs of quality control and inspection; and

3. Any other expenses confirmed as COGS-related by the CPA, tax attorney, or Chief Financial Officer.

3. Maintain all records necessary to substantiate tax deductions and non-deductible expenses per the Record Keeping Procedure and state Regulations.

Additional Notes on this Exhibit:

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

Exhibit 8 – 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.

Gregory A. Cade	Owner		
Printed Name of Verifying Official	Title of Verifying Individual		
Gregory A. Cade	12/30/2022		
Signature of Verifying Individual	Verification Date		

[Completed]

Please see attached Certificate of Formation for Sanitus LLC.

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

License Type: Cultivator

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the <u>Code of Alabama 1975</u>, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with <u>Code of Alabama</u>, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

Sanitus, LLC

- 2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.
- 3. The name of the registered agent (only one agent): Daniel Snyder

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

2160 Highland Ave. South, Suite 200 Birmingham, AL 35205

*COUNTY of above address:

JEFFERSON

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

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

(For SOS Office Use Only)

Alabama Sec. Of State

001-029-244 DLL

Date 07/12/2022
Time 07:02:00
File \$100.00
County \$100.00
---Total \$200.00

5.	Check <u>only</u> if the type applies to the Limited Liabil	ity Company being formed:
	O Series LLC complying with Title 10A, Chapte	er 5A, Article 11
	Professional LLC complying with Title 10A, 0	Chapter 5A, Article 8
	Non-Profit LLC complying with Section 10A-	-5A-1.04(c)
5.		ive immediately on the date received by the office of the Secretary ayed filing date (cannot be prior to the filing date) specified in
	The undersigned specify 7 / 12 / 2022	as the effective date (must be on or after the date filed in the energy 90th day after the date this instrument was signed) and the time cannot be noon or midnight – 12:00)
att	Attached are any other matters the members of achments with the filing).	letermine to include herein (if this item is checked there must be
	7 / 12 / 2022	Daniel Snyder
Da	te (MM/DD/YYYY)	Signature as required by 10A-5A-2.04
		Organizer
		Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

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

STATE OF ALABAMA

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

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Sanitus, LLC

This name reservation is for the exclusive use of Daniel Snyder, 2160 Highland Ave. South, Suite 200, Birmingham, AL 35205 for a period of one year beginning July 12, 2022 and expiring July 12, 2023



RES033695

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.

July 12, 2022

Date

X W. Menill

John H. Merrill

Secretary of State

Exhibit 9 – Business License and Authorization of Local Jurisdictions

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.

Gregory A. Cade	Owner		
Printed Name of Verifying Official	Title of Verifying Individual		
Gregory A. Cade	12/30/2022		
Signature of Verifying Individual	Verification Date		

[Completed]

9.1. Applicant's Business License

See attached: Alabama Department of Agriculture & Industries - Industrial Hemp Program: Hemp Grower Licensing Agreement & 2020 Processor/Handler Licensing Agreement. In addition, Applicant will apply for any necessary business license after the award of the cultivator license.

9.2. Local Ordinances

See attached: Ordinance Authorizing the Operation of Medical Cannabis Dispensing Sites (A22-0798). Applicant is not aware of any authorizations in facility's current jurisdiction, Tuscaloosa County, Alabama. Attached is an ordinance for the nearest applicable jurisdiction, the City of Tuscaloosa, Alabama.

Additional Notes on this Exhibit:

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

Alabama Department of Agriculture & Industries Hemp Grower Licensing Agreement

	Industrial	Hemp	Program
License	#		



ALABAMA DEPARTMENT OF AGRICULTURE & INDUSTRIES INDUSTRIAL HEMP PROGRAM HEMP GROWER LICENSING AGREEMENT

This Hemp Grower Licensing Agreement ("Agreement") is made and entered into between the Alabama Department of Agriculture & Industries ("ADAI") and <u>Participant</u> (hereinafter "License Holder").

This Agreement, and the documents expressly incorporated by reference herein, together constitute the terms and conditions for License Holder's participation in the Alabama Industrial Hemp Program (hereinafter "Program").

Section 1. Promises and responsibilities of License Holder.

In exchange for the commitments agreed to by ADAI in Section 2 of this Agreement, the License Holder:

- A. Promises to comply with the requirements set forth in Ala. Admin. Code 80-10-21-.01 et seq. and Code of Ala. 1975, § 2-8-380 et seq., which are incorporated by reference into this Agreement;
- B. Affirms that hemp shall not be grown, handled, or stored at any location other than the ADAI approved locations listed on the License Holder's application and subsequent Amendment Request forms, which are incorporated by reference;
- C. Agrees to apply for licensing of all growing, handling, and storage locations, including GPS coordinates, and receive ADAI approval for those locations prior to having hemp on those premises;
- D. Acknowledges that License Holder shall submit a Amendment Request Form, the appropriate fees based on the requested changes, and obtain prior written approval from a representative of the ADAI before implementing any change to the licensed sites stated in this Agreement, and that growing site changes are subject to a site modification surcharge in the amount specified in Ala. Admin. Code 80-10-21-.04 for a new set of GPS coordinates;
- E. Acknowledges that License Holder, its representatives, agents and employees are acting as agents of the ADAI and must comply with instructions from representatives of the ADAI and law enforcement agencies;
- F. Agrees to pay the participation fee and other applicable fees set forth in Ala. Admin. Code 80-10-21-.01 et seq.;
- G. Consents to the entry onto, and inspection of, all premises where hemp or other cannabis plants or materials are located, or licensed to be located, by representatives of ADAI and law enforcement agencies, with or without cause, with or without advance notice;

ADAI Page 1 of 4

Alabama Department of Agriculture & Industries Hemp Grower Licensing Agreement

	Industrial	Hemp	Program
License	#		

- H. Consents to forfeiture and destruction, without compensation, of:
 - 1) Plants or material found to have a measured total delta-9-THC content in excess of 0.3 percent on a dry weight basis;
 - 2) Plants or materials bearing off-label pesticide residues (or believed by ADAI to have had pesticides applied off-label), regardless of the source or cause of contamination;
 - 3) Plants or material located in an area that is not licensed by ADAI; and
 - 4) Plants or material not properly accounted for in required reporting to ADAI;
- I. Agrees not to interplant hemp with any other crop without express written permission from ADAI;
- J. Acknowledges that anyone applying pesticides to hemp shall be certified to safely apply pesticides and hold any required state pesticide license. Pesticides must be applied in accordance with all state and federal laws. Pesticides that have been reviewed and approved by the ADAI and Alabama Cooperative Extension Systems are the only pesticides that may be legally applied to hemp.
- K. Acknowledges that the License Holder shall comply with restrictions established by ADAI limiting the movement of hemp plants and plant parts;
- L. Acknowledges that the risk of financial or other loss is borne solely by the License Holder;
- M. Agrees that any time hemp is in transit, a copy of this Agreement shall be available for inspection upon the request of a representative of ADAI or a law enforcement agency;
- N. Agrees that, upon request from a representative of ADAI or a law enforcement agency, the License Holder shall immediately produce a copy of this Agreement for inspection;
- O. Agrees to submit Planting Reports, Harvest/Destruction Reports, Production Reports, and other reports required by ADAI, on or before the deadlines set by ADAI;
- P. Agrees to scout and monitor unlicensed fields for volunteer cannabis plants and to destroy those volunteer cannabis plants for three (3) years past the last date of planting reported to ADAI;
- Q. Agrees not to employ or rent land to cultivate hemp from any person who was terminated or denied admission to the Program for one or both of the following reasons:
 - 1) Failure to obtain an acceptable criminal background check; or
 - 2) Failure to comply with an order from a representative of ADAI;
- R. Agrees that land used for the cultivation or storage of hemp shall not be owned by, leased from, or previously submitted in a license application by any person who was terminated, or denied admission to the program for one or both of the following reasons:
 - 1) Failure to obtain an acceptable criminal background check; or
 - 2) Failure to comply with an order from a representative of ADAI;
- S. Agrees to notify ADAI of any interaction with a representative of a law enforcement agency immediately by phone (334-240-7230) and follow-up in writing to plant.protection@agi.alabama.gov within 24 hours of the occurrence;
- T. Agrees to notify ADAI of any theft of hemp or other cannabis materials, whether growing or not, within 24 hours of the occurrence;

ADAI Page 2 of 4

Alabama Department of Agriculture & Industries Hemp Grower Licensing Agreement

Inc	lustrial	Hemp	Program
License #			

- U. Agrees to not allow another person to grow hemp in lieu of requesting a separate Grower Licensing Agreement;
- V. Agrees that all seed, plants, or other propagules to be used by License Holder must have documentation showing that mature plants grown from that seed variety or strain have a floral material total delta-9-THC content of not more than 0.30 percent on a dry weight basis;
- W. Agrees to certify in writing that the License Holder's hemp replication plan will not infringe on the intellectual property rights of any person;
- X. Agrees to provide to ADAI, upon request, a copy of:
 - 1) Any intellectual property agreement License Holder has signed or executed related to hemp or other cannabis; and
 - 2) Any contract or other agreement related to the planting, replication, harvest, storage, transfer, transport, processing, and/or sales of hemp;
- Y. Agrees to comply with the federal Food Drug and Cosmetic Act and all other applicable local, state, and federal laws and regulations relating to product development, product manufacturing, consumer safety, and public health;
- Z. Agrees that the industrial hemp research is limited to the research/grow plan as outlined in the License Holder's approved application. Any changes to the research/grow plan must be approved in writing by ADAI, and any applicable fees paid to ADAI; and
- AA. Agrees to comply with any land use restrictions set forth by ADAI.

Section 2. Responsibilities of ADAI.

In exchange for the commitments agreed to by License Holder in Section 1 of this Agreement, ADAI agrees to perform the responsibilities below:

- A. Conduct the Program in accordance with the requirements set forth in Ala. Admin. Code 80-10-21-.01 et seq. and Code of Ala. 1975, § 2-8-380 et seq.;
- B. Certify and license sites as required by 7 U.S.C. § 5940(b)(1)(B)(ii);
- C. Conduct a sampling and testing program to confirm harvest compliance with the legal definition of industrial hemp, stated in 7 U.S.C. § 5940 and Ala. Amin. Code 80-10-21-.01 et seq., as "the plant *Cannabis sativa L.* and any part of such plant, whether growing or not, with a total delta-9 tetrahydrocannabinol [THC] concentration of not more than 0.3 percent on a dry weight basis."

Section 3. Miscellaneous.

- A. The Parties agree that the terms of this Agreement supersede any previous agreement concerning the License Holder's participation in the Program as a Grower but shall not supersede or alter the terms of any agreement concerning the License Holder's participation in the Program as a Processor/Handler.
- B. The Parties expressly agree to comply with the provisions of Ala. Admin. Code, and Code of Ala., all of which are incorporated herein by reference.

ADAI Page 3 of 4

Alabama Department of Agriculture & Industries Hemp Grower Licensing Agreement

Industria	l Hemp Program
License #	

- C. The License Holder acknowledges the inherent risk associated with participation in a research program focusing on a new crop. License Holder acknowledges that License Holder bears sole responsibility for financial or other losses that may result from License Holder's choice to participate. License Holder agrees that ADAI is not responsible for reimbursing or compensating License Holder for any loss resulting from License Holder's involvement with ADAI's Program and waives any right to seek compensation for the value of such losses.
- D. Each provision of the Agreement is separate. If any provision is determined to be invalid, the rest of this Agreement shall continue in full force and effect. It is the intent of the Parties that if any provision of this Agreement is determined to be unenforceable as written, then that provision shall be enforced to the extent permitted by law, and the remainder of this Agreement shall be unaffected and remain enforceable.
- E. Failure to comply with terms of this Agreement shall constitute grounds for appropriate disciplinary action, up to and including termination of this Agreement and expulsion from the department's program.
- F. This Agreement may be terminated by either party upon thirty (30) days prior written notice.
- G. The Parties agree that any dispute arising from this Agreement (or from any provisions of Ala. Admin. Code 80-10-21, or Code of Ala. 1975, § 2-8-380, all of which are incorporated herein by reference) shall be decided by the application of the laws of the State of Alabama; that the Montgomery County Circuit Court shall be the sole forum for the adjudication of such disputes, other than the administrative review procedures set forth in Ala. Admin. Code 80-10-21.
- H. ADAI does not discriminate on the basis of race, color, religion, sex, national origin, sexual orientation or gender identity, ancestry, age (40 and over), disability, veteran status or genetic information in employment or the provision of services and provides, upon request, reasonable accommodation including auxiliary aids and services necessary to afford individuals with disabilities an equal opportunity to participate in all programs and activities.
- I. This Licensing Agreement shall expire February 28, 2021. Future participation in the Program will require License Holder to reapply and be approved by ADAI.

IN WITNESS WHEREOF, the parties hereto have executed this Licensing Agreement by and through their duly authorized agents as of the day and year first above written.

And the second s	
Gail M. Ellis, Hemp Program Manager	Date
Alabama Department of Agriculture & Industries	
$M \sim C I$	1/21/
The Date	1/31/2000
Signature of Signing Authority*	Date /
Gregory Carde	President/Owner
Printed Name of Signing Authority*	Title of *Signing Authority

Signing Authority* In the event the License Holder is not an individual, the person signing on behalf of the License Holder must have legal signing authority for the License Holder on file with ADAI, and state the capacity in which the person is signing.

ADAI

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Industrial Hemp Program License #



ALABAMA DEPARTMENT OF AGRICULTURE & INDUSTRIES INDUSTRIAL HEMP PROGRAM 2020 PROCESSOR/HANDLER LICENSING AGREEMENT

This Processor/Handler Licensing Agreement ("Agreement") is made and entered into between the Alabama Department of Agriculture & Industries ("ADAI") and Participant (hereinafter "License Holder").

This Agreement, and the documents expressly incorporated by reference herein, together constitute the terms and conditions for License Holder's participation in the Alabama Industrial Hemp Program (hereinafter "Program").

Section 1. Promises and responsibilities of License Holder.

In exchange for the commitments agreed to by ADAI in Section 2 of this Agreement, the License Holder:

- A. Promises to comply with the requirements set forth in Ala. Admin. Code 80-10-21-.01 et seq. and in Code of Ala. 1975, § 2-8-380 et seq., which are incorporated by reference into this Agreement;
- B. Affirms that hemp shall not be processed, stored, or handled, at any location other than the approved locations;
- C. Agrees to apply for licensing of all processing, handling, and storage locations, including GPS coordinates with aerial photograph, and receive ADAI approval for those locations prior to having hemp on those premises;
- D. Acknowledges that License Holder shall submit an Amendment Request Form, the appropriate fees based on the requested changes, and obtain prior written approval from a representative of the ADAI before implementing any change to the licensed sites stated in this Agreement, and that processing/handling site changes are subject to a site modification surcharge in the amount specified in Ala. Admin. Code 80-10-21-.05 for a new set of GPS coordinates;
- E. Acknowledges that License Holder, its representatives, agents and employees are acting as agents of the ADAI and must comply with instructions from representatives of the ADAI and law enforcement agencies;
- F. Agrees to pay the participation fee and other applicable fees set forth in Ala. Admin. Code 80-10-21-.01 et seq.;
- G. Consents to the entry onto, and inspection of, all premises where hemp or other cannabis plants or materials are located, or licensed to be located, by representatives of ADAI and law enforcement agencies, with or without cause, with or without advance notice;

ADAI Hemp Program

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- H. Consents to forfeiture and destruction, without compensation, of:
 - 1) Plants or material found to have a measured total delta-9-THC content in excess of 0.3 percent on a dry weight basis;
 - 2) Plants or materials bearing off-label pesticide residues (or believed by ADAI to have had pesticides applied off-label), regardless of the source or cause of contamination;
 - 3) Plants or material located in an area that is not licensed by ADAI; and
 - 4) Plants or material not properly accounted for in required reporting to ADAI;
- I. Acknowledges that the License Holder shall comply with restrictions established by ADAI limiting the movement of hemp plants and plant parts;
- J. Acknowledges that the risk of financial or other loss is borne solely by the License Holder;
- K. Agrees that any time hemp is in transit, a copy of this Agreement and the License Certificate shall be available for inspection upon the request of a representative of ADAI or a law enforcement agency;
- L. Agrees that, upon request from a representative of ADAI or a law enforcement agency, the License Holder shall immediately produce a copy of this Agreement and the License Certificate for inspection;
- M. Agrees to submit reports required by ADAI, on or before the deadlines set by ADAI;
- N. Agrees to notify ADAI of any interaction with a representative of a law enforcement agency immediately by phone (334-240-7230) and follow-up in writing to plant.protection@agi.alabama.gov within twenty-four (24) hours of the occurrence;
- O. Agrees to notify ADAI of any theft of hemp or other cannabis materials within twenty-four (24) hours of the occurrence;
- P. Agrees to not allow another person to process or handle hemp in lieu of requesting a separate Processor/Handler Licensing Agreement;
- Q. Agrees to not possess, save, breed, reproduce, clone, or otherwise preserve for replication any variety of plants for which the License Holder does not have documented permission;
- R. Agrees to provide to ADAI, upon request, a copy of:
 - 1) Any intellectual property agreement License Holder has signed or executed related to hemp or other cannabis; and
 - 2) Any contract or other agreement related to the planting, replication, harvest, storage, transfer, transport, processing, and/or sales of hemp;
- S. Agrees to comply with the federal Food Drug and Cosmetic Act and all other applicable local, state, and federal laws and regulations relating to product development, product manufacturing, consumer safety, and public health;
- T. Agrees to comply with any land use restrictions set forth by ADAI;
- U. Agrees to not grow, cultivate, or possess live hemp or cannabis plants without obtaining a Grower Licensing Agreement; and
- V. Agrees that the industrial hemp research is limited to the research plan as outlined in the License Holder's approved application. Any changes to the research plan must be approved in writing by ADAI, and any applicable fees paid to ADAI.

ADAI Hemp Program

Industrial Hemp Progr	am
License #	

Section 2. Responsibilities of ADAI.

In exchange for the commitments agreed to by License Holder in Section 1 of this Agreement, ADAI agrees to perform the responsibilities below:

- A. Conduct the Program in accordance with the requirements set forth in Ala. Admin. Code 80-10-21-.01 et seq., and in Code of Ala. 1975, § 2-8-380 et seq.;
- B. Certify and license sites as required by 7 U.S.C. § 5940(b)(1)(B)(ii);
- C. Conduct a sampling and testing program to confirm harvest and product compliance with the legal definition of industrial hemp, stated in 7 U.S.C. § 5940 and Ala. Admin. Code 80-10-21-.01 et seq., as "the plant *Cannabis sativa L.* and any part of such plant, whether growing or not, with a total delta-9 tetrahydrocannabinol [THC] concentration of not more than 0.3 percent on a dry weight basis."

Section 3. Miscellaneous.

- A. The Parties agree that the terms of this Agreement supersede any previous agreement concerning the License Holder's participation in the Program as a Processor/Handler, but shall not supersede or alter the terms of any agreement concerning the License Holder's participation in the Program as a Grower.
- B. The Parties expressly agree to comply with the provisions of Ala. Admin. Code, and Code of Ala., all of which are incorporated herein by reference.
- C. The License Holder acknowledges the inherent risk associated with participation in a research program focusing on a new crop. License Holder acknowledges that License Holder bears sole responsibility for financial or other losses that may result from License Holder's choice to participate. License Holder agrees that ADAI is not responsible for reimbursing or compensating License Holder for any loss resulting from License Holder's involvement with ADAI's Program and waives any right to seek compensation for the value of such losses.
- D. Each provision of the Agreement is separate. If any provision is determined to be invalid, the rest of this Agreement shall continue in full force and effect. It is the intent of the Parties that if any provision of this Agreement is determined to be unenforceable as written, then that provision shall be enforced to the extent permitted by law, and the remainder of this Agreement shall be unaffected and remain enforceable.
- E. Failure to comply with terms of this Agreement shall constitute grounds for appropriate disciplinary action, up to and including termination of this Agreement and expulsion from the department's program.
- F. This Agreement may be terminated by either party upon thirty (30) days prior written notice.
- G. The Parties agree that any dispute arising from this Agreement (or from any provisions of Ala. Admin. Code 80-10-21, or Code of Ala. 1975, § 2-8-380, all of which are incorporated herein by reference) shall be decided by the application of the laws of the State of Alabama; that the Montgomery County Circuit Court shall be the sole forum for the adjudication of such disputes, other than the administrative review procedures set forth in Ala. Admin. Code 80-10-21.
- H. ADAI does not discriminate on the basis of race, color, religion, sex, national origin, sexual

ADAI Hemp Program

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Alabama Department of Agriculture & Industries Processor/Handler Licensing Agreement – 2020

Industrial	Hemp Program
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orientation or gender identity, ancestry, age (40 and over), disability, veteran status or genetic information in employment or the provision of services and provides, upon request, reasonable accommodation including auxiliary aids and services necessary to afford individuals with disabilities an equal opportunity to participate in all programs and activities.

I. This Licensing Agreement shall expire February 28, 2021. Future participation in the Program will require License Holder to reapply and be approved by ADAI.

IN WITNESS WHEREOF, the parties hereto have executed this Licensing Agreement by and through their duly authorized agents as of the day and year first above written.

Gail M. Ellis, Hemp Program Manager Alabama Department of Agriculture Industries

Date

Signature of Signing Authority*

Printed Name of Signing Authority

Date

Title //(3/10

Signing Authority *In the event the License Holder is not an individual, the person signing on behalf of the License Holder must have legal signing authority for the License Holder on file with ADAI, and state the capacity in which the person is signing.

APPROVED AS TO FORM

Office of the City Attorney

Prepared By: SBH/cr
Requested: Admin Committee Date: 8/16/22
Council Presentation on: 8/23/22
Suspension of Rules: No

ORDINANCE NO. 925

AN ORDINANCE AUTHORIZING THE OPERATION OF MEDICAL CANNABIS DISPENSING SITES (A22-0798)

WHEREAS, in 2021 legislative session the Alabama legislator passed Act No. 21-450 legalizing and creating a regulatory framework for medical cannabis and,

WHEREAS, the Alabama legislator made a number of findings of fact including:

"Medical research indicates that the administration of medical cannabis can successfully treat various medical conditions and alleviate the symptoms of various medical conditions."

"There are residents in Alabama suffering from a number of medical conditions whose symptoms could be alleviated by the administration of medical cannabis products if used in a controlled setting under supervision of a physician licensed in this state."

"Establishing a program providing for the administration of cannabis derivatives for medical use in this state will not only benefit patients by providing relief to pain and other debilitating symptoms, but also provide opportunities for patients with these debilitating conditions to function and have a better quality of life and provide employment and business opportunities for farmers and other residents of this state and revenue to state and local governments,"; and

WHEREAS, this act requires the governing body of any municipality by ordinance to authorize the operation of the dispensing sites within the corporate limits of the municipality; and

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

WHEREAS, the City of Tuscaloosa wishes to authorize the operation of medical cannabis dispensing sites within the corporate limits of the City of Tuscaloosa to assure its citizens can benefit from the medical and economic benefits of medical cannabis.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF TUSCALOOSA that, in accordance with Alabama Code § 20-2A-51 a holder of a license granted by the State of

Alabama pursuant to Act 21-450 is hereby authorized to operate a medical cannabis dispensing site within the corporate limits of the City of Tuscaloosa subject to the provisions of Act 21-450 and any relevant provisions of the code of the City of Tuscaloosa.

NOW, THEREFORE, BE IT FURTHER ORDAINED, any business license or sales tax revenue generated by medical cannabis dispensaries authorized by this ordinance shall be deposited to the public safety fund. The funds collected shall not be comingled with other funds of the city.

FUNDING REQUIRED: ☐Yes ☑No	COUNCIL ACTION		
	Resolution		
	Ordinance		
	Introduced		
	Passed		
	2 nd Reading		
	Unanimous		
	Failed		
	Tabled		
Ву:	Amended		
Chief Financial Officer	Comments:		

Adopted 8130/22 (Ty1H) (C,B-NO) CHyClerk Introduced (L-Absent) 8/23/2022 intro: (Ty/H-Y, C-NO) runan immuso: FAILED City Clerk

STATE OF ALABAMA TUSCALOOSA COUNTY

I, <u>Brandy P. Johnson</u>, City Clerk of the City of Tuscaloosa, Alabama, hereby certify that the attached is a full, true, and correct copy of Ordinance No. <u>9259</u> duly adopted by the City Council of Tuscaloosa at a regular meeting of said Council held on the <u>30th</u> day of August, 2022, as the same appears and remains of record in the record book in the Office of City Clerk wherein are recorded the Minutes of Proceedings of said Council.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the official seal of said City of Tuscaloosa this the <u>31st</u> day of <u>August</u>, 2022.



Brandy P. Johnson, City Clerk

Exhibit 10 - Business Plan

Verification

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

Gregory A. Cade	Owner		
Printed Name of Verifying Official	Title of Verifying Individual		
Gregory A. Cade	12/30/2022		
Signature of Verifying Individual	Verification Date		

[Completed]

[In Progress with completion expected ____ days before award of license]

10.1. Business Structure

Company is organized as a limited liability company under the laws of the State of Alabama. To adhere to applicable corporate conventions, Company will follow its Articles of Organization, corporate documents, and Alabama law governing limited liability companies.

10.2. Business Goals - 3-year &5-year Plans

The goals of the Company include the following:

- Securing the licenses to start cultivation in Alabama.
- Cultivate the highest quality cannabis grown in Alabama
- Year 3: Brand and distribute our product line throughout Alabama.
- Year 5: Be widely recognized as a trusted and consistent brand.

The business will be fully funded with \$4.0 million. This will include total capital cost of over \$2.0 million, leaving nearly \$2.0 million as working capital.

Table 1. Start-up expenses, \$

\$	Quarter 1	Quarter 2	Quarter 3	Quarter 4
CAPEX				
CAPEX (cannabis)				
Land & Development	0	0	0	0
Land perimeter security and other	0	0	0	0
developments				
Building for Cultivation, build out	340,000	0	0	0
Growing Equipment	892,500	0	0	0
Lighting System	487,500	0	0	0
Alarm & Security System	93,200	0	0	0
Monitoring - Video & Camera System	65,240	0	0	0
Computer System	46,600	0	0	0
Expansion	0	0	0	0
CAPEX (hemp)				
Land & Development	0	0	0	0
Land perimeter security and other	87,120	0	0	0
developments				
Greenhouses, build out	0	0	0	0
Growing Equipment	0	0	0	0
Lighting System	0	0	0	0
Security System	0	0	0	0
Other	0	0	0	0

Other	0	0	0	0
OPEX				
Direct Costs	78,132	212,807	169,403	179,844
G&A Expenses - Initial & General Costs	187,602	37,602	37,602	37,602
G&A Expenses - Cannabis	84,667	127,000	127,000	127,000
G&A Expenses - Hemp	0	9,630	10,252	11,390
Marketing & Sales Expenses	8,356	25,068	25,068	25,068
Salaries & Benefits	21,497	21,497	21,497	21,497
Misc.	3,919	5,979	5,998	6,032
Total	2,396,333	439,582	396,820	408,433

Company will fund its startup costs largely through personal savings/private investments of the owner(s).

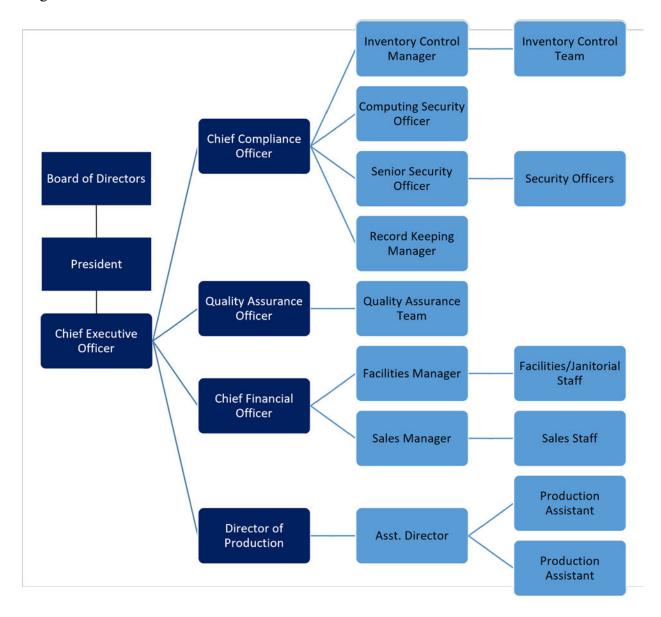
From a total investment of \$4.0 million, Company is expected to generate nearly \$4.0 million in gross revenues with net income of nearly \$2.0 million in Year 2, its first full year of operations. Revenues are expected to grow to nearly \$12.0 million in Year 3 and \$20.0 million in Year 5, with net income of nearly \$7.5 million and over \$12.0 million respectively.

After the first year of operations, it is expected that Company will be able to trim expenses through realizing business efficiencies, gaining operational experience and industry knowledge.

Company expects to create more than 15 new jobs in county, with over \$ 1 million salaries, \$55k Social Security taxes,\$100k Medicare taxes and \$200k for Insurance each year. Company also intends on developing advanced student internship programs with the University of Alabama, University of Alabama in Birmingham, and Miles College in their agricultural and science degree programs.

10.3. Organizational Chart

Organizational Chart



10.4. <u>Job descriptions of all managerial positions</u>

All managerial staff must complete a background check to qualify before starting work and must have training and/or experience commensurate with their position. Managerial jobs to be created include:

Chief	The Chief Executive Officer (CEO) is the primary representative of the		
Executive	company to regulators, law enforcement, and the public and provides		
Officer	direction and leadership in the company's mission, vision, values, and		
	strategy. The CEO implements and manages the strategic services, goals and		
	objectives of the organization. It is also an important role of the CEO to set		
	an example of professionalism and respect for others in all areas of		
	operations.		
Chief	The Chief Financial Officer (CFO) will be responsible for finances and		
Financial	accounting, as well as overseeing activities carried out by the Sales		
Officer	Manager.		
Chief	The Chief Compliance Officer (CCO) reports to the CEO and is responsible		
Compliance	for implementing the Security Plan, the Inventory Control Plan, and the		
Officer	Recordkeeping Plan by managing designees who will be responsible for a		
	subset of tasks.		
Inventory	Under the direction of the CCO, the Inventory Control Manager (ICM) will be		
Control	responsible for carrying out tasks specified in the Inventory Control Plan. In		
Manager	consultation with the CCO and the QAO, the ICM will recommend changes		
	and amendments to the Inventory Control Plan on an annual basis.		
Record	The Record Keeping Manager (RKM) reports to the CCO and is responsible		
Keeping	for complying with record-related regulations and implementing tasks in		
Manager	the Recordkeeping Plan. Records are maintained to provide operational		
	information to company managers, advisors, and owners for decision-		
	making purposes, and to provide information in case of insurance, criminal,		
	or regulating authority investigations.		
Security	Under the direction of the CCO, the Security Manager (SM) is responsible for		
Manager	carrying out the bulk of the responsibilities identified in the Security Plan		
	and managing Security Officers.		

Security Staff	Security Personnel report to the Security Manager and assist in maintainin		
	the safety and security of the staff, products, and the facility.		
Quality	The Quality Assurance Officer (QAO) reports to the CEO and will be involved		
Assurance	in decision making related to changes to policies and processes. Guided by		
Officer	the Quality Assurance Plan, he or she will facilitate improvements to plans,		
	products, and systems within the company in response to employee,		
	customer, and regulating authority feedback.		
Facilities	The Facilities Manager (FM) reports to the CEO and is responsible for		
Manager	building maintenance, environmental controls, operations and safety,		
	janitorial services, sanitation, storage and maintenance of chemicals, and		
	non-cannabis waste management. Responsibilities include, but are not		
	limited to:		
	Maintain lighting, HVAC and mechanical systems in excellent		
	working condition.		
	Coordinate with the Security Manager to maintain the function and		
	safety of the facility's hardware and infrastructure.		
	 Manage a budget associated with facilities functions. 		
	Hire, manage and train facilities staff.		
	Create and implement task-specific SOPs and carry out job risk		
	analyses with the assistance of the Quality Assurance Officer.		
	Be aware of federal, state and local regulations related to cannabis		
	business premises requirements.		
	Be familiar with local building code and permit regulations.		
	Develop a maintenance and inspection schedule for all building and		
	infrastructure systems.		
	Conduct or oversee the routine maintenance and inspection of		
	environmental and other major systems critical to the operation of		
	the organization.		
	Develop and maintain logs and checklists to simplify maintenance		

- and inspection activities. See Appendix 1 for the Equipment Maintenance Log.
- Schedule and facilitate required inspections by outside organizations.
- Determine which types of work can be handled by company personnel and under what circumstances an outside contractor must be called in.
- Serve as the lead responder to critical equipment malfunctions, including the maintenance of a list of critical equipment and phone numbers to call in case of breakdowns.
- Maintain an on-site inventory of selected equipment parts to facilitate rapid repairs in the event of a malfunction.
- Work with the Security Manager to support the maintenance of security systems.
- Manage chemicals, non-cannabis waste and other refuse.
- Train facilities employees in the proper procedures for handling and disposing of chemicals, including the <u>Globally Harmonized System</u> of Classification and Labeling of Chemicals (GHS) and the use of Safety Data Sheets (SDSs).
- Keep records of training for each training module related to chemicals and non-cannabis waste management for every facilities employee, including the date training occurred, type of training, the signature of the employee upon completion of training, the signature of an authorized person who can verify completion of training, and the date retraining is due.
- Forward all records and logs to the Record Keeping Manager.
- Become familiar with all company Standard Operating Procedures to identify areas in which the Facilities Department may support other business activities.

Director of	The Director of Production reports to the CEO and is responsible for the
Production	overall management of cultivation and manufacturing activities.

10.5. <u>Job descriptions of all non-managerial positions</u>

All non-managerial staff must complete a background check to qualify before starting work and must have training and/or experience commensurate with their position. Non-managerial jobs to be created include:

Security	Security Personnel report to the Security Manager and assist in maintaining		
Staff	the safety and security of the staff, products, and the facility.		
Cultivation	Cultivators are responsible for the daily care of cannabis plants, propagation,		
Staff	harvesting, and processing. Responsibilities include, but are not limited to:		
	Participate in all training related to cultivation, safety, inventory		
	control, regulations, etc.		
	Promote all safety and housekeeping activities to ensure a healthy		
	work environment.		
	Assist the CM in all aspects associated with indoor cannabis cultivation,		
	such as plant propagation, watering, feeding, pruning and		
	transplanting, according to task-specific procedures.		
	Observe and examine vegetative and bloom development according to		
	the inspection checklist and report irregularities.		
	Water and fertilize according to the nutrient schedule and report any		
	issues with the irrigation system.		
	Identify any pests, diseases, or infestations; maintain related logs and		
	report problems to the CM.		
	Identify and report mechanical systems malfunctions.		
	Record environmental conditions such as temperature, humidity, and		
	any other pertinent information as requested by the CM.		
	Maintain careful records of all activities and forward paperwork as		
	directed.		

Make suggestions to the CM related to improving safety conditions or increasing efficiency. Facilities The Facilities Staff report to the Facilities Manager and are responsible for Staff carrying out a subset of scheduled tasks related to maintaining the premises as directed by the Manager. Responsibilities may include, but are not limited to: Replace equipment that fails or must be changed out on a regular basis, such as light bulbs, filters, etc. Carry out inspections and sanitation tasks according to equipment- or location-specific procedures. • Maintain the cleanliness of restrooms, empty waste containers, and carry out other general janitorial duties. Keep indoor and outdoor areas clean and orderly. Report malfunctions, safety concerns and other issues to the Facilities Manager. Maintain logs and checklists and forward completed documents as directed. Participate in all required training according to company policy. Follow safety procedures related to the use of chemicals or other potentially hazardous materials.

10.6. Executive Summary

- **10.6.1. Mission Statement:** Company follows policies that combine business success with an understanding of the importance of our workers, our customers, the environment, and being a good neighbor to other community members. To that end, we are dedicated to the following principles:
 - Emphasize the safety of our workers and customers.
 - Apply sustainable and low waste practices on a daily basis.
 - Consistently provide a high quality of service.
 - Utilize procedures that prevent harm to people and the environment.
 - Base decisions on sound experience and policy.
 - Provide transparent information on methods of operation.

• Participate in a dialog with neighbors, authorities, and agencies to maintain positive relationships.

10.6.2. Leadership background and qualifications, business style and philosophy: The leadership has a strong background in agriculture, science, workplace safety, and small business in Alabama and is eminently qualified through decades of involvement as entrepreneur and community leaders. The leadership has a servant-leadership style and philosophy that recognizes the company is only successful when everyone in the company is put in the best position to succeed.

10.6.3. Key personnel: Key personnel include:

- Gregory Cade
- Jordan Cade
- **10.6.4. Facility location and function:** The company's facility will be located in Tuscaloosa County, Alabama and will function as the epicenter of the company's cannabis cultivation.
- **10.7. Services and products:** Because the company is applying for a cultivation license and not retail, its services and products will be the growth and sale of medical grade cannabis to distributors and/or dispensaries to the extent legally permitted.

10.8. Advertising/Marketing analysis and strategy

The company will use a direct marketing approach, internet-based search engine optimization (SEO), social networking, quality content creation, industry networking, and a variety of website channels to increase its exposure among prospective clients. Specific channels will include:

• Word of Mouth/Referral: The advent of social media means that word travels faster than ever before between family members, peers, and colleagues who are pleased with their experiences with a particular business. Company will actively cultivate this effective and inexpensive resource to generate interest in its websites. According to research conducted by Nielsen, word of mouth remains among the most trusted forms of advertising: 84% of consumers around the world say they trust earned advertising, such as word of mouth or recommendations from friends and family, above all other forms of advertising.

Perhaps more effective than any other marketing tool, referrals will become an essential component in expanding brand recognition. Current clients will highlight Company's proven expertise and customer service abilities to their own personal and professional contacts. This will generate priceless leads as well as a strong base of prospective new clients.

- Website: Company will hire at least one part-time employee dedicated to
 optimizing a website and social media to reach the widest possible audience and
 generate interest in its products. The site will include product descriptions,
 promotions, educational product and business information, and client testimony.
- Internet Advertising: Company will place its business information in online directories to lead traffic back to our website. This effort will help generate interest in Company from the online cannabis community and other potential customers. Company will also place targeted banner and native ads on websites that attract the customer base that Company seeks, including, for example, adult-focused travel and entertainment websites (i.e., avoiding websites the would result in marketing to children).
- Blogging: Company will publish and share regularly updated blogs that feature
 information about current Company products, promotions, and new items being
 added to inventory. Company will place special emphasis on creating shareable
 and engaging content that spurs further engagement from readers while also
 communicating Company's core values.
- Business Networking: As with any relationship-based business, Company will benefit from participating in a number of networking opportunities that have the potential to yield new product suppliers and customers.
- Social Networking: Company will develop several distinctive and authentic
 presences on social networking sites, including LinkedIn, Facebook, and Twitter.
 About 72% of all internet users are active on social networks, while 89% of all
 Millennial consumers are active social network users. Almost half of all
 Americans report that Facebook is their primary influencer of purchase, while

63% of Millennials report using social media to stay updated on the activity of their favorite brands.

• Email Marketing: Company employs the "value exchange proposition" to build an email list. This technique involves offering site visitors expert information in exchange for joining the list. Subscribed members will benefit from receiving strategic email updates and newsletters on a regular basis. This will provide Company's database of clients and opt-in members with information regarding promotional specials, upcoming events, policy or regulation changes, and relevant business news. All emails will be optimized for desktop and mobile viewing.

10.9. <u>Community Engagement Plan:</u> Company plans to allocate a portion of its profits to the schools and different community programs.

10.10. Environmental Impact Statement:

Company's only planned facility will be in Tuscaloosa County, Alabama, and Company will take steps to minimize any environmental impact. Company has a good relationship with local government and will foster that relationship to work with officials to minimize any environmental impact of its facility. The purpose of this Environmental Impact Plan is to ensure that Company operates in a manner that minimally affects the environment. The provisions of this plan minimize the carbon footprint, environmental impact, and resource needs for the production of cannabis. This document also describes Company's plans for the use of alternative energy.

Indoor cannabis production is known to be energy intensive, but several design, equipment and process choices can be made to strike the best balance between the company's economic success and the social and environmental well being of workers, neighbors, consumers and natural resources.

It is the responsibility of the Chief Compliance Officer (CCO) to ensure that environmental and sustainability procedures are followed by all personnel through the oversight of training and by designating employees to carry out specific tasks. The CCO will seek input from government energy-saving program representatives and solicit suggestions from employees as part of the process of updating this Plan. The provisions of

this procedure are in accordance with the requirements of local, state and federal law and regulations.

10.10.1. Offsetting Carbon Footprint

Growing cannabis can produce high levels of greenhouse gas emissions due to high electrical consumption of carbon-based electricity. In order to minimize the amount of carbon dioxide and other carbon compounds that cannabis production and the operation of a business in general could produce, we will:

- Purchase electric vehicles when practicable
- Incentivize employees to commute to work via public transit, bike or carpool
- Provide a secure bike storage location on the premises
- Have a company bike for employees to use to run errands during lunch
- Use teleconferencing in place of travel for some meetings
- Donate to support local carbon offsetting projects
- Send staff to environmental conferences to learn about new carbon-reducing strategies
- Install energy-efficient air conditioning systems (see below for more detail)
 Additionally, the company will purchase and use cannabis packaging that is made from hemp plastic, reclaimed ocean plastic, and/or other sustainable materials in order to minimize single-use plastic packaging.

10.10.2. Reducing Employee Exposure to Volatile Organic Compounds

It is common at cultivation facilities to treat the air in grow rooms with carbon dioxide (Co2) to improve plant health. Cultivators may also use ozone gas to minimize harmful microbes. The presence of fuel-burning equipment or appliances increases the risk of potential carbon monoxide poisoning. Administrative and engineering controls will be implemented to ensure employees are not exposed to unsafe levels of these gasses.

Administrative Controls

Employees who work with gasses will be trained in how to inspect and maintain
equipment. If no employees on the premises have the training to conduct
comprehensive servicing, maintenance and testing of the equipment that contains and
distributes gasses, a third-party contractor will be hired to perform inspections on a
schedule recommended by the manufacturer.

- On a monthly basis, trained employees will review service tags on gas equipment, perform scheduled maintenance, and check valve connections for leaks.
- Employees will be trained in how to initiate or respond to an alarm, including
 evacuation procedures. Drills will be performed to give employees opportunities to
 practice procedures for responding to an alarm.

Engineering Controls

Alarm systems will be installed to monitor the levels of gasses and alert employees to evacuate if overexposure to a substance is possible.

- All alarms will be designed to give employees sufficient time to implement emergency procedures and safely escape.
- All alarms will have a back-up power supply in case of an electrical outage and a
 distinctive audio alerting sound and a visual alerting system that can be clearly heard
 and seen in the normal work environment. If an employee is present who would not be
 able to hear/see an alerting system, an additional alarm system will be implemented to
 ensure notification of the employee about the need to react in an emergency.
- Emergency contact information will be posted in multiple locations.
- Alarm systems will be restored to normal operating condition as soon as possible after an emergency.

10.10.3. Minimizing Environmental Impact

Our plan to minimize the environmental impact of our operations includes building design, energy-saving policies and procedures, and effective waste management. Company plans to reduce our environmental impact by starting at the very beginning - building design.

We will coordinate during facility planning with our energy provider to achieve the desired results.

Building Design

The building will be designed to include, whenever feasible, renewable and sustainable materials and energy-efficient insulation, wiring, lighting and plumbing fixtures. Air exchange will be minimized by sealing leaks around doors, windows, utility connections, etc. The climate control system for the plant production rooms will be designed to switch from electric air conditioning to filtered cold-air intake between the

months of November and March. Warm air from plant rooms can be exhausted into hallways and administrative areas to heat those areas in lieu of electric heating during the winter. All circulating air in the facility will be filtered and supplemented as needed to make it suitable for humans and plants. All items left on and plugged in will operate through digital timers if there are predictable periods during each 24-hour cycle when they need not be using power.

Waste Minimization

Part of environmental responsibility is waste minimization. The company will train all employees in waste minimization techniques, which will include at a minimum:

- Composting of food, cardboard and cannabis materials
- Recycling of all possible items allowed by the county
- Using rechargeable batteries when possible and retesting batteries assumed to be dead before discarding
- Reuse of containers, media, packaging and equipment parts where possible
- Purchasing of supplies with minimal or recyclable packaging
- Donate used items instead of throwing them away
- Reuse packing materials or donate them to a neighboring business who can use them

A segment of monthly personnel meetings will be dedicated to eco-friendly ideas and suggestions for energy-efficient improvement. All personnel will be trained on and encouraged to enact energy-saving practices, such as reducing the use of paper, disposable materials, ink, etc. and minimizing energy use. Supplies will be purchased from vendors that promote positive social and environmental impacts (certifications such as B Corp, Green Business, or Fair Trade).

10.10.4. Minimizing Resource Needs for the Production of Cannabis

Reducing Resources

Company is committed to reducing the resources needed for the production of cannabis. We will utilize industry standard strategies for improving sustainability. Reductions can be made in the use of growing media, electricity, water, and physical materials and supplies. Strategies for reducing use of water and electricity are discussed in detail in later sections in this document. Facilities Manager will diligently monitor the

efficient use of other materials and supplies to ensure that their use is not redundant or unnecessary. Facilities Manager will train staff, monitor compliance, and recommend improvements to procedures as necessary.

High Performance Cultivation Techniques

A significant but often overlooked component of energy efficiency in cannabis cultivation facilities is yield. If a facility is on the low end of industry-standard yields, such as 1 lb per light per harvest of dried cannabis, they are effectively using twice as much energy per unit of output as a facility yielding 2 lbs per light. For this reason, Company is focusing just as much attention on the factors involved with achieving large yields as on the energy usage of the facility's basic infrastructure and equipment.

Plants must be kept in ideal conditions at all times throughout their growth process in order to unfold into full-sized flowers over the course of their roughly 14-week life from clone to harvest.

Critical plant factors are temperature, humidity, fresh/clean air circulation, carbon dioxide, a balanced mineral regimen, oxygen to the roots, proper pruning and attenuation of lighting. Industry-standard yields are ~ 1.25 lbs per light per harvest, but yields can be double that under ideal conditions and treatment. Conversely, strict biosecurity protocols must also be maintained in order for optimal plant production conditions not to be compromised, such as minimizing the effects of mold, mildew, pests, etc.

Data Logging for Optimizing Usage

Data collection, logging and analysis is an integral part of optimizing energy and resource use at a cannabis production facility. This means using sensors and meters to track environmental conditions and plant inputs on a minute-to-minute basis on a central computer. The Facilities Manager will analyze this data each week to find times of the day, for example, where electrical equipment might be running more intensively or for a longer period than necessary in order to meet optimum plant cultivation requirements. Adjustments aiming towards minimizing energy usage will regularly be made, based on this gathered information.

10.10.5. Alternative Energy Plans

Renewable Energy

Although Company will rely primarily on electrical service from the local utility company to power its equipment and facility, the company will also examine whether it should add solar panels over time to offset the burning of fossil fuels for plant cultivation.

The company will also make all reasonable efforts to identify and utilize options for purchasing renewable energy certificates or other carbon off-set options for routine operations.

10.10.6. Equipment and Water Efficiency

HVAC/Environmental Controls

In choosing equipment for climate controlling cannabis production, several different critical factors must come into play. The equipment must first and foremost ensure the maintenance of ideal set points for temperature and humidity. Second, the equipment must not, by virtue of its mechanical design, risk the health of the plants through the spreading of mold or mildew through the facility. Mini-split air conditioning units, for example, are known to be energy efficient, but they are virtually impossible to clean, have a high failure rate, and do not maintain tight temperature and humidity set points. Thus, the energy savings they offer is not worth all of the other costs.

More modern technologies, designed specifically for indoor cannabis rooms, operate as efficiently as ductless split systems, but do not present any of the risks associated with ductless split systems. The up-front cost is notably higher with an integrated specialty design, but the energy efficiency and reliability are also considerably above that provided by ductless split systems.

Plant Room Lighting

The Company plans for all installed lighting technology to meet a photosynthetic photon efficacy (PPE) of no less than 2.2 micromoles per joule fixture. In order to save more energy, thereby reducing carbon footprint, a graduated system of plant lighting intensity by 100 micromoles/joule/week will be implemented in grow rooms. This system of incremental lighting increases represents an energy savings in the plant cultivation rooms of an estimated 25-30% in comparison to average cannabis cultivation facilities.

Regular Servicing and Sanitation

All climate control and lighting equipment will be tested, serviced and cleaned on a monthly basis, including filter changes. Dirty, unserviced equipment uses more energy and

risks ideal set points going out of range. At the time of servicing, the condition of the equipment will be assessed to ensure that everything is operating at maximum efficiency and that nothing is leaking or appears to be at risk.

Reducing Water Use

In order to save water used for cultivating plans, the company will ensure that:

- A drip irrigation system is used to reduce water usage by up to 60%.
- Moisture meters/sensors are used to ensure no overwatering is done.
- Condensate is collected from the air conditioning and dehumidification systems, then filtered/purified and used to irrigate plants. This accounts for a very large percentage (up to 95%) of all required irrigation water. No cleaning chemicals will be sprayed into air handling equipment since condensate water is being reclaimed for plant use.

10.10.7. Emission Reduction

Methods of reducing carbon emissions have been mentioned in several sections above. Some of them are summarized here.

- When cold or warm air is required, filtered outdoor air or recirculated air will be used when possible.
- Energy-efficient appliances, building materials, controls and fixtures will be installed.
- The company will participate in carbon-reduction programs offered by energy providers and state/local agencies and use renewable energy as applicable.
- Air or gas leaks will be monitored and corrected as quickly as possible.
- Actions that offset Company's carbon footprint will be implemented.
- Employees will be trained in energy-efficient practices and encouraged to suggest solutions.

10.11. <u>Insurance Plan</u>

The company will be insured for general liability through Darryl Humes Agency LLC and Cannasure Insurance Services LLC with coverage of \$2,000,000. A letter of intent is attached.

Additional Notes on this Exhibit:

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.



Darryl Humes Agency, LLC Darryl Humes, LUFTC 1305 4th Ave S Birmingham, AL 35233

To whom it may concern:

Please find this letter in support of licensure compliance with § 20-2A-53(a)(2), Code of Alabama 1975 and the Alabama Cannabis Commission requiring specific insurance for Cultivation activities. My agency is working jointly with Cannasure, to construct the proper policy that will cover the necessary general liability insurance for the issuance of policy or policies required at Sanitus, LLC, located at Pheasant Hill Farms, LLC, 12733 Pheasant Drive, McCalla, Alabama, 35111. Understanding that this letter is to serve as a letter of intent, our agency is intending on providing coverage of \$2,000,000, well within the capacity of this company when the operation is fully functional after the insurance of the cultivation license in the next several months.

If you should have any further questions, please don't hesitate to reach out to me directly, Darryl Humes, if I can be of further assistance.

Regards,

Darryl Humes
Owner/Agent

Exhibit 11 – 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.

Gregory A. Cade	<u>Owner</u>
Printed Name of Verifying Official	Title of Verifying Individual
Gregory A. Cade	12/30/2022
Signature of Verifying Individual	Verification Date

[Completed]

11.1 - Processors

None at this time.

11.2 - Secure transporter

None at this time.

11.3 - Dispensary

Applicant intends to partner with Emerald Leaves LLC and NuEra Cannabis. See attached letters of intent.

11.4 - Integrated Facility

None at this time.

11.5 - State testing laboratory

None at this time.

Additional Notes on this Exhibit:

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

LETTER OF INTENT TO SUPPLY PRODUCT

[DATE] 12.13.2022

[Emerald Leaves LLC] [7912 Gristmill Dr Mc Calla, Al 35111] Attn: [Greg Cade]

Re: Letter of Intent to purchase Product

Dear [Greg Cade]:

This Letter of Intent ("LOI") sets out the principal terms of a Product Supply and Purchase Agreement to be entered into between Emerald Leaves LLC, an Alabama limited liability Company (the "Buyer") and [Sanitus LLC], an Alabama limited liability company (the "Seller"). The transaction contemplated herein is referred to as the "Transaction" and Buyer and Seller are referred to collectively as the "Parties" and each, individually, as a "Party".

- 1. Non-Binding. Except for the provisions of Section 4, Section 5, Section 6, and Section 7 and the requirement of this section regarding entry into negotiations, this LOI is not binding on the Parties. This LOI is only an expression of basic terms and conditions that the Parties presently intend to incorporate in a formal written agreement that will govern the Transaction (the "Definitive Product Supply and Purchase Agreement"). No binding agreement shall exist with respect to the Transaction unless and until the Definitive Product Supply and Purchase Agreement has been duly executed and delivered by both Parties. As soon as practicable following the acceptance and approval of this LOI by the Seller, the Parties shall enter into negotiations with the objective of executing the Definitive Product Supply and Purchase Agreement within 30 days thereafter. Seller's counsel shall prepare the initial draft of the Definitive Product Supply and Purchase Agreement.
- 2. <u>Supply of Product</u>. It is the present intention of the Parties that, upon execution of the Definitive Product Supply and Purchase Agreement, Buyer would purchase and Seller would sell the such products as agreed upon by the Parties ("Supply Terms"), at the price and in the quantities set forth therein. The Definitive Product Supply and Purchase Agreement shall contain such covenants, conditions, indemnities, representations, and warranties as the Parties shall mutually agree to.
- 3. <u>Term and Termination</u>. This LOI will automatically terminate and be of no further force and effect upon the earlier of: (i) execution of the Definitive Product Supply and Purchase Agreement by Buyer and Seller, (ii) mutual agreement of Buyer and Seller (iii) a final and unappealable determination by the Alabama Medical Cannabis Commission that either Buyer or Seller's application for an Alabama Medical Cannabis License has been denied and (iv) [TIME] on [DATE]. Notwithstanding any language to the contrary in this section, <u>Section 4</u>, <u>Section 5</u>, and <u>Section 6</u> shall survive the termination of this

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

- 4. Governing Law. This LOI shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of Alabama.
- 5. Confidentiality. This LOI, the matters discussed herein and information provided by one Party to the other in connection herewith (collectively, "Information") are confidential and shall not be disclosed by the receiving Party without the written consent of the other, except to the extent that disclosure is required by law. When disclosure is required, the Party making the disclosure shall provide notice of the intended disclosure to the other Party and shall take all reasonable steps to limit the extent of the disclosure to the minimum required to comply with its legal obligations. Neither Party shall have any obligation with respect to any Information that is or becomes publicly available without fault of the Party receiving the Information.
- 6. No Third-Party Beneficiaries. Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this LOI.
- 7. Expenses. Each of the Parties shall bear its respective costs, charges, and expenses for the business review, preparation, and negotiation of the Definitive Product Supply and Purchase Agreement or incurred in connection with the transactions contemplated by this LOI, including, but not limited to, fees of their respective counsel, accountants, and other advisors or consultants.
- 8. Miscellaneous. Neither this LOI nor any rights or obligations hereunder may be assigned, delegated, or conveyed by either Party without the prior written consent of the other Party. This LOI may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. The headings of the various sections of this LOI have been inserted for reference only and shall not be deemed to be a part of this LOI.

[SIGNATURE PAGE FOLLOWS]

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

Purchasing Entity

Emerald Leaves LLC By: Emerald Leaves LLC

Name: Title: CEO

Date: 12-13-2022

Selling Entity Sanitus LLC

By: Name: _ Title:

Date:



December 30th, 2022

Alabama Medical Cannabis Commission P. O. Box 309585 Montgomery, Alabama 36130

RE: Letter of Intent to Partner with Medical Cannabis Applicant

To whom it may concern:

NuEra Cannabis ("NuEra"), a vertically integrated multi-state cannabis company with operations in several Midwestern states, is pleased to present the Alabama Medical Cannabis Commission with this letter of intent to partner with applicant Sanitus LLC.

NuEra's principals and officers were among the first entrants into the regulated cannabis industry in several states. This includes our home state of Illinois, where our company won some of the very first medical cannabis licenses in 2014. This year, we have served more than 685,000 patients across our six retail locations in the state, as well as many more through our cultivated products which are sold throughout the more than 100 dispensaries in Illinois. The NuEra management team's experience also includes over twenty years as some of the first medical cannabis cultivators in California, where members of our team have operated since the inception of the medical cannabis program in 1998.

In addition to NuEra's primary footprint in Illinois, our company has developed operational and product partnerships in several other states, such as Michigan, Missouri, Colorado and Arizona. In these states, NuEra successfully adopted a variety of collaboration models. These range from pairing with a state-approved operator to directly manage cultivation, formulation, and retailing of cannabis; to licensing intellectual property such as our multiple medical product brands and formulations.

In light of this experience, we have been impressed with the applicant's acumen, the specificity of the business plan, and the genuine focus on serving patients' medical needs with high-quality cannabis products. In the event the company's application is successful, NuEra would be pleased to partner with Sanitus LLC to further the company and state's goals of serving patients rapidly and responsibly.

We would be happy to answer any additional questions the Commission may have, and look forward to fruitful cooperation with the applicant and the state following a successful licensing process.

Sincerely,

Robert Fitzsimmons
Chief Executive Officer

Exhibit 12 – Standard Operating Plan and Procedures

Verification

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

Gregory A. Cade	Owner	
Printed Name of Verifying Official	Title of Verifying Individual	
Gregory A. Cade	12/30/2022	
Signature of Verifying Individual	Verification Date	

[Completed]

- **12.1. IT Plan for recordkeeping:** Applicant plans to use Cova or a similar software solution that is compatible with the Statewide Seed-to-Sale Tracking System to ensure accurate recordkeeping, compliance with inventory protocols, and coordination of information and systems with vendors, customers and others, consistent with Ala. Code § 20-2A-35, § 20- 2A-54 &§ 20-2A-60.
 - 12.1.1. Tracking of Inventory: Cova allows one to easily track inventory by the individual batch or by product type, from the time it enters your operation until it's sold to a customer. Inventory is updated in real-time and consolidated across multiple sales channels—online and in-store—allowing for accurate reports to your state or provincial regulators.
 - 12.1.2. Reporting and Compliance: Cova communicates with state inventory tracking systems, and Cova's AI-powered analytics eliminate guesswork and empower one to make informed decisions about sales and revenue strategy, staffing, inventory management, operations optimization, cannabis product selection, and marketing campaigns. Whether it's high-level insight or a detailed look into your business, you can easily get access to real-time and actionable data, from anywhere, so you can take each step toward growth with confidence.
- **12.2.** <u>Maintenance and Storage of Cannabis:</u> All employees shall be trained to properly store and handle cannabis. In accordance with MAUCRSA, no dried cannabis or cannabis products shall be stored at the property in structures that are not completely enclosed, in an unlocked vault or safe or a secured room or other enclosure with access limited to authorized employees.

All cannabis products and raw materials will be stored at the property in doors, in any combination of storage behind an additional layer of security behind the exterior security doors including: a locked vault or safe, an interior room secured with a commercial security door and a non-residential lock, in any other secured storage structure, or they are kept in a safe or vault that is bolted to the floor of the property. No

outdoor storage of cannabis or cannabis products will be allowed. All employees will be trained on how to properly store and handle cannabis and raw materials. Applicant will give proper training to all employees and management to ensure safe production, adequate security, theft prevention, diversion and the maintenance of confidential information – including production processes.

All cannabis products must be stored in a controlled environment to preserve product potency and quality. Applicant shall implement written procedures to control storage areas, and provide specific storage procedures for cannabis products. Product storage areas in the facility shall be limited to raw cannabis, bulk extracts, and packaged cannabis products. All areas where cannabis products are stored must be locked and secure with access restricted to authorized personnel only. No additional persons will be allowed on the premise that are not directly tasked with working at the facility.

All cannabis batches, both flower and extract, must be stored separately and distinctly from all other batches on the premise until all laboratory testing has been completed and the products are cleared for distribution to licensed retailers. The area in which cannabis goods are stored shall not be exposed to direct sunlight. Employee break rooms, eating areas, changing facilities, and bathrooms shall be completely separated from the storage areas. Applicant shall store edible cannabis products properly that require refrigeration at 33 to 42 degrees Fahrenheit and shall store batches of flower in a darkened area with no more than 60% humidity.

Applicant will have a specified area set aside for quarantined material and products. The area shall be marked with clear signage and access marked or limited by physical barriers. Quarantined containers must bear distinguishing labels and containers must be sealed with tamper-evident seals or packaging that records the employee who sealed the container and the seal date. All quarantined material should be relocated within 72 hours and recorded in the inventory system. To prevent cross-contamination, all products must be readily available for testing and moved to another holding area - that is separate and distinct from the rest of the products - until the time that testing results are complaint.

Applicant will implement environmental controls to protect product from deteriorating including humidity and temperature. The facility shall visually inspect all products prior to sale to evaluate if degradation is occurring. If any signs of degradation or

contamination are noted, the products must then be analyzed. Applicant will implement root cause analysis and corrective measures will be implemented. Adequate ventilation, air filters and scrubbers should be installed where appropriate to control air quality and odors associated with cannabis storage on site.

All storage areas must be clean, well ventilated and free from condensation, sewage, dust, dirt, chemicals or other contaminants. All products and packaging should be stored to protect against contamination and must be clean and free from dust, debris and contaminants. All cleaning materials will have separate and distinct storage areas with precise labeling as to what is currently being stored. Cleaning schedules and logs will be placed throughout the facility and retained for review. Any and all products on site shall be protected or removed during cleaning to protect against contamination.

12.3. Quality Control/Quality Assurance Plan:

Pursuant to Guide instructions, provided at Exhibit 22.

12.4. Contamination and Recall Plan:

Pursuant to Guide instructions, provided at Exhibit 23.

12.5. Criminal Activity Plan.

Upon the discovery of any criminal activity, if the Security Manager is on the premises, he/she will serve as the senior security staff member and manage activities until someone from Senior Management is present. If the Security Manager is not present, a designated senior Security Staff Member will call 911 and interact with Emergency Response personnel. Any staff member may call 911 if there is a risk to someone's safety, but will bring the senior Security Staff member onto the call as soon as possible to take over. If there is no safety risk to staying on the premises and emergency responders do not direct otherwise, other employees will immediately monitor entrances and exits to prevent unauthorized access, and monitor products that are accessible to customers, contractors, or visitors.

A. Armed Robberies

Should an armed robbery incident occur, staff will be advised to follow recommendations that are commonly suggested by law enforcement entities, including the following:

Remain Calm.

• Obey the robber's commands immediately. Others in the area should freeze in place and do nothing.

- Don't argue with the robber.
- Consider all firearms to be loaded.
- Look at the robbers notice details to aid you in describing them and their mannerisms. Note age, weight, height, clothing, tattoos or scars and write down the details at the first opportunity.
- Take note of the weapon type.
- Watch the direction the robbers take if they use a vehicle, try to note the license plate number.
- Only press the silent alarm if you can do so without being seen.
- Don't call the police yet if there is a chance the robber can see or hear you.
- Don't chase or follow the robber. You could be mistaken for the robber in a pursuit by police.

B. Burglaries - If evidence of a burglary is discovered, staff will:

- Avoid entering areas that have not yet been searched.
- Notify law enforcement using a non-emergency number.
- Notify a senior staff member immediately.
- Prevent others from entering the area or touching anything.
- Upon arrival of the police, the senior Security Staff Member should introduce him/herself, check the responder's ID if there is any reason to be suspicious, and inform them that a higher level manager is on the way (if applicable).

C. Emergency Incident Reporting

After an emergency event occurs, a manager will complete an Incident Report Form. A copy of the form will be sent to upper management, the Safety Committee and the Record Keeping Manager.

12.6. Emergency Procedures/Disaster Plan.

During a security-related emergency, if the Security Manager is on the premises, he/she will serve as the senior security staff member and manage activities until someone from Senior Management is present. If the Security Manager is not present, a designated senior Security Staff Member will call 911 and interact with Emergency Response

personnel. Any staff member may call 911 if there is a risk to someone's safety, but will bring the senior Security Staff member onto the call as soon as possible to take over. If there is no safety risk to staying on the premises and emergency responders do not direct otherwise, other employees will immediately monitor entrances and exits to prevent unauthorized access, and monitor products that are accessible to customers, contractors, or visitors.

In the case of any emergency, all documents resulting from the event and receipts and other records related to associated expenses will be collected by the Security Manager as appropriate. A summary of the incident and an expense report will be provided to senior management within 60 days of the event.

If cash is on the premises, all cash drawers and/or office doors will be locked upon leaving the area to deal with an emergency.

A. Engineering Controls for Emergency Response

- A silent alarm will be available for use during an armed robbery.
- An audible panic alarm will be available to indicate the need for evacuation and a call to 911.
- A notification system generating a sound, text, or visual signal will be available for use when the alarm/surveillance system malfunctions.
- These engineering controls will remain operational during a power outage with battery backup power.

B. Evacuation Protocols

The company will have a designated assembly location at least 150 ft away in case of incidents that require evacuation.

An orderly evacuation will be supervised by the Facility Manager who will check all rooms and report any problems to the appropriate Manager.

The Facility or Security Manager is responsible for the safe evacuation of disabled employees.

Whenever the alarm is triggered, staff will follow the relevant evacuation procedures required by the type of emergency.

Employees will leave the affected area immediately by the primary emergency routes posted in their work areas unless the route is blocked. In the event of the primary

route being blocked, staff will follow the secondary route, or an alternative route designated by the Facility Manager.

Employees required to evacuate will proceed to the predetermined assembly points.

Depending on the nature of the emergency and response required, non-critical employees will not be permitted to enter the facility or affected work areas, unless the "all clear" has been given by the Facility Manager.

Random, full evacuation drills for all employees will be held on a regular basis. The Facility Manager is responsible for conducting drills and recording their outcomes and results. Related records will be forwarded to the Record Keeping Manager.

C. Evacuation Routes

All primary emergency escape routes and designated assembly locations will be approved by the Facility Manager. The Emergency Exit Diagram will be posted in several locations throughout the building.

D. Accounting for Employees After an Evacuation

After employees have evacuated and arrived at their designated assembly areas, the Facility Manager or his/her designee will take a headcount.

The Facility Manager will account for any employees that are not present by determining their names, condition, last known locations and possible locations. The Facility Manager will relay the following information to managers in a timely manner:

- 1. Number of employees/non-employees that were on premises at immediately prior to evacuation
- 2. Number of employees/non-employees present at respective assembly areas
- 3. Number of employees/non-employees unaccounted for
- 4. Number of injured employees/non-employees
- 5. Number of employees conducting critical operations

In collaboration with the senior security staff member on the premises, the Facility Manager will notify emergency responders if someone has not arrived at the evacuation assembly location.

E. Medical Emergencies

A first aid kit is kept in each building and each company vehicle is equipped with a kit located in the glove box or under the driver's seat. Enough kits will be placed such that

any employee can reach a kit in under one minute. These kits are checked quarterly by the Security Manager. An inventory of each kit is taped to the inside cover of the box. If you are injured, promptly report it to any supervisor.

All managers will be required to have CPR/1st Aid training from the American Red Cross or the American Heart Association. All employees will be encouraged to take CPR/1st Aid. The company will cover the cost of the course and time taken to complete it.

A list of currently trained managers and employees is posted on the safety bulletin board along with the expiration dates of their cards.

Employees MUST report all work-related injuries and accidents immediately to their manager. A manager will also be notified immediately if a non-employee is injured on the premises.

When calling 911, give the address of the business and state that the location is a cannabis facility, give your name and telephone number, and stay on the phone until the dispatcher ends the call.

Upon arrival of the emergency responder, the senior Security Staff Member should introduce him/herself and inform them that a higher-level manager is on the way (if applicable). The ranking manager on site during the event will record the incident on an Incident Report Form and submit it to a supervisor within 24 hours of the injury. A list of individuals who should be notified of a serious incident and their contact information will be available for contact by the manager or designee.

F. Fire Emergencies

In advance planning of any potential fire emergency, the following will be preplanned:

- Instructors will ensure during employee training that all staff know the locations of fire extinguishers and how to use them.
- Company will follow recommended procedures to prepare for emergencies that
 require evacuation, such as keeping doorways, corridors and egress paths clear and
 unobstructed; making sure that all electrical appliances and cords are in good
 condition and UL approved; not overloading electrical outlets; and using surge
 protected multi-outlet power strips and extension cords when necessary. Extension
 cords without surge protection will be avoided.

- Fire extinguishers will be mounted and maintained according to regulations.
- All doors to rooms containing hazardous materials will be clearly marked according to the NFPA classification system.

It is the employee's responsibility to safely evacuate the facility as quickly as possible. Fire extinguishers will be placed in locations recommended by fire experts and mounted and maintained according to regulations. Employees are under no obligation to fight a fire with an extinguisher and are expected to evacuate when in danger. Once the building is clear, no one shall re-enter the building until after emergency responders have cleared the building and said it is safe to enter.

G. Earthquake Emergencies

By planning and practicing what to do if an earthquake strikes, the facility employees can learn to react correctly and automatically when the shaking begins. During an earthquake, most deaths and injuries are caused by collapsing building materials and heavy falling objects, such as bookcases, cabinets and heating units. Learn the safe spots in each space of the facility. Participating in an earthquake drill will help employees understand what to do in case the Director of Operations is not with them during an earthquake.

H. Hurricane and Tornado Emergencies

While severe weather will be continuously tracked, unless otherwise informed, all operations will continue as usual until notification from the governmental civil defense department. When the sirens are sounded, all managers will immediately report to the main building conference room to receive further instructions on informing and guiding employees on the matter.

I. Flood

In the event of fast rising water, employees will evacuate the building to get to high ground:

I. Unforeseen Weather Conditions and Blizzards

Unforeseen weather conditions could impact operational functions like power supply, data and communication lines and water and gas supply. Snow, rain and other weather issues may make it unsafe for employees to come to work.

1. Decisions to close the premises due to bad weather or other disaster will be made by the Chief Executive Officer.

- 2. The company will develop a system to contact employees if a business closure must occur.
- The cultivation facility never closes for an extended period due to the fact that
 plants need daily care. In the event of an unexpected closure, accommodations will
 be made to make available staff comfortable while handling critical functions and
 needs of the facility.

K. Lightning Strikes

- Lightning can cause power outages, building damage, fire, and potential harm to humans. The building is protected and grounded to minimize such potential harm.
 Call the Facilities Manager in the event of any emergency.
- 2. Reset electrical trip switches if the danger has passed.

12.7. Alcohol, Smoke, and Drug Free Workplace Policy.

Company has vital interests in ensuring a safe, healthy and efficient working environment for all employees, visitors and customers. Using or possessing alcohol or other intoxicating drugs in the workplace presents a danger to everyone. For these reasons, as a condition of continued employment with the company, intoxicants will not be allowed as part of the workplace policy.

On-site consumption of a cannabis item, alcohol, or other intoxicant by any individual is prohibited. The only exception is an employee who has a current medical identification card. This employee may consume cannabis during his or her work shift on the licensed premises as necessary for his or her medical condition, ONLY if the employee is alone, in a closed room and not visible to others outside the room. An employee who consumes a cannabis item as permitted under this subsection may not be intoxicated while on duty.

Employees are prohibited from reporting to work or working while under the influence of alcohol and/or other drugs that adversely affect the employee's ability to safely perform his or her job duties.

Company does not engage in random and/or pre-accident drug testing of employees. Employee substance abuse problems will be identified by issues with behavior and measures of performance only.

The company understands that there is a difference between substance use and substance abuse, and that use isn't necessarily abuse. Employees are free to make their own lifestyle choices when not in the workplace or otherwise on company time. However, such choices must not be allowed to interfere with job performance.

Smoking tobacco may occur if done 1) during break times or outside work hours 2) more than 50 feet away from the facility. Employees are expected not to bring tobacco odors into the facility, on their clothes or otherwise.

Failure to comply with the foregoing substance abuse policy may result in disciplinary action, up to and including discharge from employment.

12.8. Employee Safety Plan.

Federal OSHA workplace safety rules cover the following topics that are relevant to cannabis cultivation:

- Emergency Action Plans
- Electrical Hazards
- Personal Protective Equipment
- Exposures to Airborne
 Contaminants
- Flammable Liquids
- Hazard Communication
- Hazardous Energy
 - Lockout/Tagout

- Injury and Illness Prevention Program
- Point of Operation and Machine Hazards
- Pressurized gasses
- Prohibition of Smoking in the Workplace
- Repetitive Motion/Ergonomic Injuries
- Slips, Trips, Falls and Use of Ladders

Note that federal OSHA has not drafted any cannabis industry-specific regulations due to continued prohibition of cannabis at the federal level. Nevertheless, OSHA regulations and guidance can be readily applied to a cannabis cultivation business, as will be described here.

A. Emergency Action Plans

A cannabis cultivation business may have emergencies related to armed intruders, fire, medical situations, chemical spills, gas leaks, severe weather, power failure, suspicious packages, bomb threats, etc. In compliance with 29 CFR 1910.38, Company will have written emergency action plans. Plans will cover how to report fire or other emergencies, alarm systems, evacuation, critical operations, who to contact for more information, training and how the plans will be periodically reviewed. These will be easily accessible and kept at the workplace, both in electronic and paper format.

B. Electrical Hazards

Electrical Hazards will be handled in accordance with federal worker safety codes 29 CFR 1926 Subpart K, 29 CFR Part 1910.137, 29 CFR Part 1910 Subpart S, 1910.331, 332, 333, and 1910.335. Employees face some potential electrocution hazards in cannabis cultivation facilities. Facilities personnel and other trained individuals may work on lighting, HVAC equipment, air purifiers, dehumidifiers, shredders, electric trimming machines, among other types of equipment. Other employees will come into contact with everyday electrical items from kitchen equipment to small power tools. Employees will be trained to identify and control electrical hazards. Management will provide guidance to employees on which level of personal protection each hazard demands. Management will follow best practices in determining if employees require additional training to safely operate equipment to perform their duties and will ensure that they receive it before being allowed to carry out each specific task.

Physical controls specific to working with electricity

- Employees maintaining or repairing electrical equipment will be provided with rubber gloves and insulating mats, and/or other appropriate protections to reduce the chance of injury during these activities.
- All switches, breakers, junction boxes, and distribution panels will be completely enclosed.
- Watertight enclosures will be used wherever an electrical component is at risk of being exposed to moisture, particularly in rooms where plants are grown.
- Structural barriers and signs will be installed to separate employees from exposed electrical components during maintenance and repair activities.

• If structural barriers and signs are not present in the vicinity of temporarily exposed electrical components, an attendant will be stationed at the location to warn employees.

Administrative controls

- Management will follow best practices in determining when a task requires hiring a licensed contractor to perform the electrical work.
- Basic lockout/tagout training will be provided to all employees, and advanced training will be provided to those who may service equipment.
- Hazards will be reported and documented as soon as they are identified.
- Safety signs and barriers will be used to inform employees of potential electrical hazards.

Process Controls

- Plugs will not be overloaded, and equipment will be properly grounded.
- Cords and plugs on portable equipment will be inspected prior to use.
- Equipment will not be allowed to overheat; lights in grow rooms will be checked regularly for excessive heat.
- Equipment with exposed wires or live parts will be taken out of service until repaired.
- Ladders will be made out of non-conductive materials.
- Equipment that has been exposed to moisture will be allowed to completely dry before being released for use.

Power Tools

Employees will be trained in the proper use of the electrical tools they are asked to use. They will be able to recognize the hazards associated with each type of tool and the required safety precautions.

- Safety goggles and gloves will be worn when appropriate.
- Floors will be kept clean and dry.
- Power tools will have the recommended guards and safety switches.
- Power tools will not be carried or unplugged by handling the electrical cord.
- Power tools will be disconnected when not in use or when being maintained or repaired.

• Employees will not wear clothing, jewelry or other materials that could get caught in moving parts or be electrically conductive; long hair will be secured.

 Damaged tools will be removed from service and clearly marked as out of order (lockout/tagout).

C. Personal Protective Equipment (PPE)

In a cultivation facility, employees will need to apply treatments to plants, such as carbon dioxide (Co2) or approved pesticides, and they will need to sanitize grow rooms. Appropriate PPE, such as eye protection and gloves, will be provided by the company and worn by employees and contractors for all tasks when appropriate. Training, health assessments and fittings will be done for each employee immediately upon being hired and assigned tasks requiring any kind of protection in accordance with 29 CFR Part 1910.132

Management shall also ensure masks or respirators are being worn to protect employees from exposure to dust or other air contaminants, including organic or chemical, when they are above the predefined exposure limit or are otherwise necessary to protect employee health in accordance with 29 CFR Part 1910.134

- Masks or respirators will be selected for the particular task, with the appropriate rating.
- Employees will be trained in the proper use of masks and respirators.
- Masks and respirators will be stored separately from pesticides or other possible contaminants and will be kept clean.
- Management will:
 - Ensure that respirators fit employees and will test equipment on a regular basis.
 - Ensure proper cleaning, maintenance and repair or replacement of respiratory protective equipment and filters.
 - Ensure medical evaluations of employees required to use respirators are performed (OSHA re: asthma risk).
 - Ensure a constant flow of fresh air where possible.
 - Evaluate the respiratory protection program's effectiveness annually and adjust procedures to safeguard the health of all employees.

D. Exposure to Airborne Contaminants

Exposure to Airborne Contaminants will be handled in accordance with state and federal law.

Hazardous gasses

It is common at cultivation facilities to treat the air in grow rooms with carbon dioxide (Co2) to improve plant health. Cultivators may also use ozone gas to minimize harmful microbes. The presence of fuel-burning equipment or appliances increases the risk of potential carbon monoxide poisoning. Administrative and engineering controls will be implemented to ensure employees are not exposed to unsafe levels of these gasses.

OSHA specifies the following limits in 29 CFR 1910, Subpart Z:

- Carbon dioxide (CAS No. 124-38-9) 5,000 ppm or 9,000 mg/m³.
- Carbon monoxide (CAS No. 630-08-0) 50 ppm or 55 mg/m³.
- Ozone (CAS No. 10028-15-6) 0.1 ppm or 0.2 mg/m³.

These quantities are based on an 8-hour Time Weighted Average given for the substance in any 8-hour work shift.

Administrative Controls

- Employees who work with gasses will be trained in how to inspect and maintain
 equipment. If no employees on the premises have the training to conduct
 comprehensive servicing, maintenance and testing of the equipment that contains and
 distributes gasses, a third-party contractor will be hired to perform inspections on a
 schedule recommended by the manufacturer.
- On a monthly basis, trained employees will:
 - o Conduct a monthly review of the service tags on gas equipment.
 - Perform scheduled maintenance on the environmental control system.
 - Check the connections to the input valves for leaks and ensure they are properly sealed.
- Employees will be trained in how to initiate or respond to an alarm, including evacuation procedures.
- Drills will be performed to give employees opportunities to practice procedures for responding to an alarm.

• All alarms and evacuations, including false alarms, will be logged for investigation and future reference through an incident report.

Engineering Controls

Alarm systems will be installed to monitor the levels of gasses and alert employees to evacuate if overexposure to a substance is possible. The alarm systems will be handled in accordance with 29 CFR 1910.165.

- All alarms will be designed to give employees sufficient time to implement emergency procedures and safely escape.
- All alarms will have a back-up power supply in case of an electrical outage and a distinctive audio alerting sound and a visual alerting system that can be clearly heard and seen in the normal work environment. If an employee is present who would not be able to hear/see an alerting system, an additional alarm system will be implemented to ensure notification of the employee about the need to react in an emergency.
- Emergency contact information will be posted in multiple locations.
- Alarm systems will be restored to normal operating condition as soon as possible after an emergency.
- Co2 meters with alarms will be located inside the front door of the indoor grow building and at least two other locations in the building.
- Automatic emergency outtake fans will vent the internal air until safe levels are reached.
- A trained employee will only be allowed to re-enter the room with the proper respiratory protection long enough to make sure outtake fans are functional.
- At least one carbon monoxide alarm will be placed near any equipment that has the potential to release the gas.
- Once an alarm has stopped and the all clear announcement is given, regular employees may re-enter the room/building.
- The malfunctioning equipment will be immediately identified and either repaired or removed from operation.

E. Flammable Liquids

Flammable liquids are not commonly used in cultivation practices, but they may be used for cleaning or other maintenance activities. Flammable products, such as rubbing

alcohol, paint thinner, etc., will be stored in appropriate containers, labeled and handled according to Hazard Communication regulations, and kept in approved fire-resistant cabinets. All flammable liquids will be handled in accordance with 29 CFR Part 1910.106. Employees will be trained on the following topics:

- Storage room requirements
- Storage cabinet requirements
- Storage container requirements
- Avoiding the use of flammable materials near sources of ignition
- Appropriate fire controls for flammable materials/extinguisher requirements
- Providing access to flammable materials in a fire emergency
- Proper ventilation
- Housekeeping practices
- Security of flammable materials

F. Hazard Communication

Hazard Communication will be handled in accordance with 29 CFR Part 1910.1200. Company is committed to preventing accidents and ensuring the safety and health of all employees and site visitors. In addition to the flammable liquids mentioned above and other regular cleaning products, cultivation facilities also have plant treatments and pest control products on the premises. The Hazard Communication Plan ensures that consistent and uniform information about chemical materials and other hazardous substances used and stored on site is communicated to employees and appropriate protective measures are in place to control exposures to these materials. The plan applies to materials known to be present in such a manner that employees may be exposed under normal conditions of use or in a foreseeable emergency. The plan is not restricted to chemicals, but applies to a broad range of hazardous materials including, for example, pure chemicals or mixtures.

The use of pesticides requires additional training. Federal guidance related to pesticide programs is available from the Environmental Protection Agency in the form of the Agricultural Worker Protection Standard (WPS). The regulations are found in 40 CFR 170. Management is committed to complying with these regulations and following related best practices. More information about pesticide use and safety can be found in the Pest Control and Disease Management section above.

Management is responsible for ensuring that all employees receive Hazard Communication training within seven (7) days of the commencement of employment and before being exposed to any hazards without direct supervision. After attending the training, employees will sign a form verifying that they understand all procedures and how to follow them. A written test may be given to verify employee comprehension of relevant topics.

Hazard Communication training will include the following topics:

- An overview of the requirements in OSHA's hazard communication standards.
- An introduction to the Globally Harmonized System for Hazard Communication,
 components of a Safety Data Sheet (SDS), and the meanings of hazard symbols.
- Hazardous chemicals present on the premises, used near work stations, and that the
 employee will have direct contact with, as well as other related topics specified under
 the asterisk (*) below.
- Methods used to detect the presence or release of hazardous chemicals in the work area.
- Physical and environmental hazards the employee may be exposed to in the workplace.
- Steps taken by Company to prevent or reduce exposure to these hazards.
- An explanation of any special labeling present in the workplace.
- Emergency procedures to follow if anyone is exposed to chemicals.
- The locations of the written Hazard Communication Plan, SDSs, and other safety information.
- What a Hazard Report Form is and how to fill one out and submit it.
- * In addition to a general introduction to hazardous chemicals an employee will use, the employee will also receive task-specific training related to the risks, required PPE, spill response, and first aid response to each. This will occur at the workstation where the employee will be working with the chemical to ensure that the locations of safety equipment and safety documentation are clearly identified. This additional training session will be documented in writing and signed by the employee and the supervisor.

All documentation related to training will be forwarded to the Record Keeping Manager and maintained in a manner that complies with OSHA standards.

G. Hazardous Energy - Lockout/Tagout

Hazardous energy will be handled in accordance with 29 CFR Part 1910.147. A lockout/tagout system will be used to ensure that machines or equipment are stopped, isolated from all potentially hazardous energy sources and locked out before employees perform any servicing or maintenance where the unexpected energization or start-up of the machine or equipment or release of stored energy could cause injury.

Lockout/tagout is not required If a piece of equipment receives its energy supply through a power cord plugged into a wall and the equipment is in complete control of the employee conducting maintenance or repairs. If a larger piece of equipment that plugs into the wall is to be serviced, a plug lockout device will be used to ensure that no other employee accidentally plugs the equipment back in while it is being maintained or repaired.

H. Injury and Illness Prevention Program (IIPP)

OSHA requires that a safety committee be established at federal agencies, and the practice is recommended for all employers. Management will create a Safety Committee, with the duties similar to those established in 29 CFR 1960.40, which will meet no less than once a year. Its responsibilities will include:

- Reviewing scheduled worksite inspections.
- Reviewing investigations of occupational accidents and causes of incidents or illness and, as appropriate, submit suggestions to management for improvements to work conditions or the IIPP.
- Reviewing investigations of reported potential hazards from employees and conducting its own inspections if necessary.
- Encouraging the implementation of reasonable safety improvements suggested by employees.

Regularly scheduled all-hands safety meetings will occur. These meetings will last no longer than 20 minutes. Managers and executive staff will attend the meetings, which will focus on:

Informing employees of past accidents/injuries in a manner that educates
employees about related health and safety issues but does not infringe on the privacy of
any employee,

- Asking for feedback from employees on health and safety issues,
- Showing brief audio-visual presentation on related topics that inform employees and encourage participation in the IIPP, and/or
- Inviting safety experts to present information and interact with employees in question/answer sessions

Hazard assessment and control activities will be done in accordance with 29 CFR 1910.132(d); and 29 CFR 1910, Subpart I, Appendix B.

A job hazard analysis will be conducted at each workstation to determine potential causes of injury or illness and the appropriate type of PPE necessary for each task. Point of Operation and Machine Hazards

Most employees at a cannabis cultivation facility do not come into contact with machinery that has hazardous moving parts, but facilities personnel may use such equipment on a periodic basis, such as automatic trimming machines. Safety related to machinery will be managed in compliance with 29 CFR 1910.212. One or more methods of machine guarding will be provided to protect the operator of machinery from hazards such as those occurring at a point of operation. Guards will be affixed to the machine where possible and secured elsewhere if for any reason attachment to the machine is not possible. Guards will be designed and constructed to prevent the operator from having any part of the body in the danger zone during the operating cycle. All saws, cutting tools, heads, shears, and knives that are part of any machine will be kept sharp, properly set up, adjusted and firmly secured. Guards will be inspected, adjusted, and maintained on a regular schedule. Appropriate hand tools will be used as supplemental protection to assist the operator in placing material in and removing it from the point-of-operation area.

Machinery that is designed to sit in a fixed location but has the potential to vibrate or move during operation will be anchored to the floor or wall as appropriate.

I. Pressurized gasses

There will be Co2 cylinders or tanks on the premises that provide low levels of gas to plant rooms, during the time when lights are on, for the purpose of creating appropriate indoor cultivation environmental conditions. They will be refilled periodically by a third-party gas service provider. OSHA regulations related to compressed gasses are

incorporated by reference. Relevant references are CGA P-1 (1965), C-6 (1968), C-8 (1962), S-1.1 (1963 and 1965 addenda), and S-1.2 (1963).

Potential health and safety hazards of leaking cylinders/tanks include poisonings, suffocations, fires, and explosions. The safe design, installation, operation, and maintenance of cylinders/tanks in accordance with the appropriate codes and standards are essential to worker safety and health.

Employees who accept the shipment of pressurized cylinders/tanks will receive training on their handling and general inspection. Employees who use compressed gasses will be extensively trained in the inspection and use of cylinders/tanks. Compressed gas containers will be visually inspected by the employee each day before use and at the end of the day after use. During an inspection, the employee will examine the regulators, pressure relief valves and cylinder/tank connections and check for corrosion, bulges, leaks, pitting, dents or gouges. Only trained employees will be allowed to perform maintenance and repairs on cylinders/tanks.

Pressurized gas containers will be stored separately from processing and handling areas and from incompatible materials as specified in the associated SDS. The storage area will have suitable walls, floors and fittings for the materials stored. Cylinders will be secured on racks that are appropriate for the size and shape of the canisters. The storage area(s) will be:

- 1. Well-ventilated and dry (indoor storage).
- 2. Fire-resistant and supplied with suitable firefighting equipment including sprinklers, where appropriate.
- 3. Away from electrical circuits and ignition sources such as sparks, flames or hot surfaces.
- 4. Accessible at all times, but away from staircases or main traffic routes where cylinders may be dangerous obstacles.
- 5. Labelled with suitable warning signs.
- 6. Kept at a temperature recommended by the manufacturer.
- 7. Inspected on a regular basis for deficiencies such as leaking or damaged canisters or poor housekeeping.

Training related to the use of pressurized gas containers will also include the following topics:

- Proper tank installation
- Cylinder/tank valves and connections
- Cylinder/tank safety devices
- Ventilation best practices
- How to safely move cylinders
- How to prepare cylinders/tanks for transport
- How to safely withdraw cylinder/tank content

- Safe work practices
- Good housekeeping practices
- Maintenance procedures
- Proper use of PPE
- What to do in an emergency
 - Record keeping requirements

Management will consult with employees and their representatives on the development of written documentation related to process hazards analyses and provide them with results. Written procedures for the operation of equipment will address, at a minimum, initial start-up, normal and temporary operations, normal and emergency shutdown procedures, operating limits and consequences of deviation, and safety and health considerations. 24 CFR Part 1910.119(c). See also International Fire Code Chapter 53: Compressed gasses.

J. Repetitive Motion Injuries/Ergonomics

Employees at cultivation facilities are at risk of experiencing musculoskeletal injuries from repeatedly using scanners or hand tools, bending, squatting, lifting or reaching, as well as other activities related to typical office/business functions like using computer equipment or sitting/standing for long periods of time.

There is no OSHA regulation that specifically addresses repetitive motion injuries, but the agency may address such injuries under the General Duty Clause. One of the resources OSHA recommends to employers is Elements of Ergonomics Programs produced by the National Institute for Occupational Safety and Health. These recommended steps from that document will be followed to address musculoskeletal concerns in the workplace:

- Identify risk factors
- Collect health and medical evidence
- Evaluate sample ergonomic programs

- Maintain management commitment and employee involvement
- Involve and train management and workers
- Implement the program
- Promote worker recovery through health care management and a return-to-work program

K. Slips, Trips, Falls and Use of Ladders

Safety related to walking and working surfaces will be handled according to 29 CFR 1910.21 and 1910.22. The grow rooms at cultivation facilities may have damp surfaces due to the levels of humidity in the environment. Special care will be given to work surfaces in these rooms. The primary method to prevent slips, trips and falls is to maintain safe walking-working surfaces. To ensure safe working surfaces:

- All walking-working surfaces will be kept clean, dry and free of clutter.
- If floors may become damp due to wet processes, mats will be installed to prevent slick surfaces.
- Areas where employees walk and work will be free of hazards such as protruding objects, loose boards or tiles, corrosion, spills, etc.
- Surfaces will be inspected regularly, and hazards will be corrected or repaired as soon as possible. If a problem cannot be immediately addressed, barriers will be used to prevent access to the area.

Ladders provided for employee use will meet regulatory requirements specified in 29 CFR 1910.23. Management will ensure that:

- Ladder rungs and steps are parallel, level, and uniformly spaced between 10 and 14 inches apart.
- Portable ladder rungs are at least 11.5 inches wide and fixed ladder rungs are at least 16 inches wide.
- Steps on stepstools are between 8 and 12 inches apart and at least 10.5 inches wide.
- Portable ladders have spreaders and are primarily made of non-conductive materials and not painted or covered in a manner that could hide defects.
- Employees will receive training on the safe use of ladders.

12.9. Confidential Information and Cybersecurity Plan.

Company prioritizes cybersecurity in its use of cloud-based software applications and internet connectivity. Our cybersecurity policies and procedures apply to senior staff, employees, vendors, on-site contractors and anyone who may have access to Company's computer and software systems. It is the obligation of all users of the company systems to protect the technology and information assets of the company.

The technology and information assets of the company are made up of the following components:

- **Computer Hardware** CPUs, disks, email/web/application servers, and PC systems
- System Software operating systems, database management systems, backup/restore software
- Application Software Custom written applications, customized third-party applications, and unaltered third-party applications
- Communications Network Hardware and Software routers, hubs, modems, switches, firewalls, etc.

A. Classification of Information

User information and company information found in computer system files and databases will be classified as *confidential* or *non-confidential*. Examples of confidential data include:

- Cannabis/cannabis item inventory data
- Classified financial information
- Customer data
- Cannabis plant and product data
- Vendor information
- Formulas, procedures, and other intellectual property

The CCO is responsible for reviewing and approving the classification of information to determine the appropriate security level designation. Security Levels will be divided into 3 levels--high, medium and low.

High	The system contains confidential information. Information cannot be revealed to
	anyone outside the company, and also cannot be shared with non-authorized
	employees inside the company. High-security systems provide essential
	information for the functioning of the company.
Medium	This system provides access to the high-security systems. It is not externally
	accessible.
Low	These systems are externally accessible (i.e., from a personal computer of an
	employee working from home). It does not contain confidential information.

Typically, the biggest security threats presented to a company are from its own employees, either purposefully or as a result of errors in operating tech systems. These problems can be somewhat mitigated through creation of user access levels, allowing access only during business hours, keeping login credentials secure (unshared), promptly removing access from terminated or disciplined employees, and keeping data logs on all employee computer activity.

B. Internet Access

The company will provide internet access to employees and contractors who have a business need for access. Permission must be obtained from the IT Manager on a case by case basis. The internet access must be used for company business only and cannot be used for transmitting, receiving or storing any communications that are discriminatory, harassing, obscene, pornographic, defamatory, threatening, involving chain letters, illegal, or for personal gain.

Company's computer system users will be divided into the following classifications:

User Type	Rights and Responsibilities
Business Partners	Access is allowed to selected applications based on contractual agreements.
State Agencies	Access is allowed to selected applications based on regulatory requirements.

Contractors and Consultants	Access to software and hardware systems as required, for short term use, to adequately perform job functions.
Systems Analyst/Programmer	Access to applications and databases as needed to perform job functions. Access to hardware and firewall settings will not be allowed.
Security/System Administrator	Access to computer systems, routers, hubs, and other system infrastructure, as needed to properly perform job functions.
Employees	Access is allowed
General Public	There will be no internet access for the general public or for authorized visitors with no specific company related need to access the internet.

C. Cybersecurity Access Control

Company will maintain strict access control to ensure each designation of computer system access listed above is kept only by individuals authorized accordingly. This includes careful management of username and passwords, creating different logon credential classifications to make the associated access level obvious to the user, written training on access levels and associated rights and responsibility, regular checking and updating of login credentials, and holding employees and contractors personally accountable for all computer activities undertaken under their login identity.

12.10. <u>A plan for tracking and proper disposal of waste cannabis or medical cannabis, as necessary.</u>

To render cannabis products unusable, Company will grind the plant or infused product and incorporate the resulting material with other ground materials so the final mixture is at least 50% non-cannabis waste by volume. No other methods to render cannabis waste unusable will be used unless approved by the Regulatory Authority before implementation. Cannabis waste will not be sold. Cannabis waste rendered unusable will be delivered to a permitted solid waste facility for final disposition.

All waste and unusable products will be weighed, recorded and entered into the Statewide Seed-to-Sale Tracking System ("SSTS") prior to mixing and disposal. Verification of this event shall be performed by a supervisor and conducted in an area with video surveillance.

Upon the destruction and disposal of any tagged item, the associated product identification (ID) number will be retired from the SSTS. Records related to the batch, destruction and disposal of the product associated with the ID number will be retained for the required length of time, if any such requirements exist.

12.11. Security Plan.

Pursuant to Guide instructions, provided at Exhibit 18.

12.12.Grow Plan:

Company plans to grow approximately 1,500 plants and to employ an indoor cultivation and processing strategy known in the industry as a "perpetual harvest system" and is necessary to keep workers engaged in their areas of expertise, as well as to continuously supply fresh cannabis products to retail outlets. The terpenes and moisture levels in cannabis are delicate, so material must be moved swiftly and regularly through the process of "seed to sale" in order to maximize product quality, purity and customer satisfaction. Each week, one entire flowering room will be harvested and the room will be completely cleared and sanitized before being refilled for the next cycle.

12.13. Engineering Plans and Specifications.

Pursuant to Guide instructions, provided at Exhibit 17.

12.14. Chain of custody, inventory, and tracking of cannabis and medical cannabis within each cultivation facility, and to interface with the Statewide Seed-to-Sale Tracking System.

Company is committed to actively controlling all product inventory to prevent theft, diversion, access by minors or others outside the regulated system. The system used to track and trace products, hereafter referred to as the Statewide Seed-to-Sale Tracking System ("SSTS"), will be selected by the regulating authority.

The policies in this plan apply to all individuals involved with Company, including owners, officers, employees, agents and others representing the company.

Where the "SSTS" is referred to in this plan, it also covers, when applicable, integrated Application Programming Interfaces (APIs), including a Point of Sale system, or other Enterprise Resource Planning (ERP) softwares that are used to enhance tracking of products. To ensure compliance with tracking regulations, only APIs/ERPs approved by regulating authorities will be added to the SSTS.

A. Roles and Responsibilities

1. Chief Compliance Officer

The Chief Compliance Officer (CCO) will be responsible for implementing the Plan through the designation and management of the Inventory Control Manager. The CCO will compile a list of reports to be run from the SSTS on a daily, weekly, monthly, quarterly, or annual basis.

2. Inventory Control Manager

The Inventory Control Manager (ICM) and his/her designees will be responsible for the implementation and operation of this plan and providing reports to the CCO according to the specified schedule.

3. Computing Security Manager

The Computing Security Manager (CSM), in cooperation with the ICM, will be responsible for ensuring that any portion of the SSTS that resides within the company's computing system and all related files are protected from unauthorized access or tampering and be involved in the storage and retention of electronic records as needed.

4. Record Keeping Manager

The Record Keeping Manager will be responsible for archiving paper and electronic records and following the retention policy developed by senior management.

5. Employee Involvement

Staff will be asked to review inventory control procedures related to their specific tasks at least once per year and give recommendations for improvements.

B. Statewide Seed-to-Sale Tracking System ("SSTS") Management

The SSTS authorized by the regulating authority will serve as the system of record used to document the movement of each product item throughout its presence on the premises.

Company will provide sufficient funding to hire the number and quality of personnel necessary to support the SSTS at a high level of efficiency. The company will also ensure that staff have adequate computing and other necessary equipment to meet all requirements within specified time frames.

At a minimum, at least one person, the Inventory Control Manager (ICM), will be fully trained in the use of the system and be the contact with the system vendor.

The ICM will ensure that all employees are fully trained in the day-to-day use of the SSTS, in addition to legal requirements, procedures in the event of a loss of access, etc., prior to first use of the system. He/she will ensure that enough personnel are trained in the use of the SSTS such that at least one employee will be on the premises during business hours who has the knowledge to solve problems that staff may encounter while carrying out normal business duties.

Training modules provided by the vendor of the SSTS will be utilized to educate employees in the use of the system. Supplementary training specific to Company's procedures will be developed to ensure all aspects of the inventory system are covered. Training may include videos, webinars, printed materials, quizzes, group activities, shadow training with peers, etc.

The ICM or his/her designee is responsible for keeping a record of training, including the date training occurred, type of training, the signature of the employee upon completion of training, the signature of an authorized person who can verify completion of training and the date retraining is due, if applicable. Training documentation will be forwarded to the Record Keeper.

Each employee will have unique login credentials which can be traced back to the system user. Intentionally entering false information into the SSTS with the intent to divert product from the company or otherwise cause harm will result in termination and be reported to the authorities.

The ICM will keep a record of all employees with access to the system in a separate file outside the SSTS to ensure access to the information if the SSTS is offline. The ICM and the Executive Staff will have the authority to lock an employee out of the system for each facility during temporary leave (example: maternity leave or vacation) or any other situation that merits such action.

The ICM will be responsible for adding and disabling employee accounts in the SSTS and will ensure the deletion of access credentials of an employee leaving the company according to company policy.

The ICM will be responsible for staying informed on changes made by the vendor and forwarding any relevant changes to senior management and the Computing Security Officer, if applicable.

Any notices received from the regulating authorities related to inventory tracking will be immediately forwarded to the ICM.

In consultation with the CCO and each department manager, the ICM will recommend changes and amendments to the Inventory Control Plan on an annual basis.

Additional Notes:

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

<u>Exhibit 13 –</u> <u>Policies and Procedures Manual</u>

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.

Gregory A. Cade	Owner
Printed Name of Verifying Official	Title of Verifying Individual
Gregory A. Cade	12/30/2022
Signature of Verifying Individual	Verification Date

[In Progress with completion expected 60 days *after* award of license]

[Manual cannot be completed until access is given to the Statewide Seed-to-Sale Tracking

System and detailed procedures related to that system can be added]

SUMMARY

13.1. IT Plan for recordkeeping.

This section will include procedures for using Company's internal recordkeeping software and the Statewide Seed-to-Sale Tracking System. To be completed after award of license.

13.2. Maintenance and storage of cannabis

This section contains procedures on maintenance and storage of cannabis

13.3. Quality Control/Quality Assurance Plan.

This section contains procedures on how to maintain quality control of cannabis cultivation.

13.4. Contamination and Recall Plan.

This section contains procedures on eliminating contamination and when ad how to recall a product.

13.5. Criminal Activity Plan.

This section contains procedures regarding how to handle a robbery or burglary on the premises.

13.6. Emergency Procedures/Disaster Plan.

This section contains procedures to how to handle workplace emergencies such as a fire or tornado.

13.7. Alcohol, Smoke, and Drug Free Workplace Policy:

This section contains Company policy on alcohol, smoking, and drugs in the workplace.

13.8. Employee Safety Plan.

In this section, Company covers Federal OSHA workplace safety rules related to such things as:

Emergency Action Plans

Electrical Hazards

Point of Operation and Machine

Injury and Illness Prevention Program

- Hazards
- Personal Protective Equipment
- Exposures to Airborne Contaminants
- Pressurized gasses
- Prohibition of Smoking in the Workplace

Flammable Liquids

- Repetitive Motion/Ergonomic Injuries
- **Hazard Communication**
- Slips, Trips, Falls and Use of Ladders

Hazardous Energy -

Lockout/Tagout

Note that as far as Company is aware, federal OSHA has not drafted any cannabis industry-specific regulations due to continued prohibition of cannabis at the federal level. Nevertheless, OSHA regulations and guidance can be readily applied to a cannabis cultivation business, as will be described here.

13.9. Confidential Information and Cybersecurity Plan.

This section covers policies and procedures intended to protect confidential information and incorporate cybersecurity.

A plan for tracking and proper disposal of waste cannabis or **13.10.** medical cannabis, as necessary.

identification (ID) number will be retired from the SSTS. Records related to the batch, destruction and disposal of the product associated with the ID number will be retained for the required length of time, if any such requirements exist.

13.11. Security Plan: Pursuant to Guide instructions, provided at Exhibit 18.

13.12.Grow Plan.

This section covers procedures related to growing cannabis.

13.13.A detailed plan to ensure chain of custody, inventory, and tracking of cannabis and medical cannabis within each cultivation facility, and to interface with the Statewide Seed-to-Sale Tracking System.

This section covers policies and procedures intended to assist in accurate inventory tracking and interfacing with the Statewide Seed-to-Sale Tracking System.

13.14. <u>Disposal/Destruction</u>

This section contains procedures for the proper disposal of cannabis:

POLICIES AND PROCEDURES MANUAL

13.1. IT Plan for recordkeeping.

Applicant plans to use Cova or a similar software solution to ensure accurate recordkeeping, compliance with inventory protocols, and coordination of information and systems with vendors, customers and others, consistent with Ala. Code § 20-2A-35, § 20-2A-54 &§ 20-2A-60.

- 13.1.1. Tracking of Inventory: Cova allows one to easily track inventory by the individual batch or by product type, from the time it enters your operation until it's sold to a customer. Inventory is updated in real-time and consolidated across multiple sales channels—online and in-store—allowing for accurate reports to your state or provincial regulators.
- 13.1.2. Reporting and Compliance: Cova communicates with state inventory tracking systems, and Cova's AI-powered analytics eliminate guesswork and empower one to make informed decisions about sales and revenue strategy, staffing, inventory management, operations optimization, cannabis product selection, and marketing campaigns. Whether it's high-level insight or a detailed look into your business, you can easily get access to real-time and actionable data, from anywhere, so you can take each step toward growth with confidence.
- **13.2.** <u>Maintenance and Storage of Cannabis:</u> All employees shall be trained to properly store and handle cannabis. In accordance with MAUCRSA, no dried cannabis or cannabis products shall be stored at the property in structures that are not completely enclosed, in an unlocked vault or safe or a secured room or other enclosure with access limited to authorized employees.

All cannabis products and raw materials will be stored at the property in doors, in any combination of storage behind an additional layer of security behind the exterior security doors including: a locked vault or safe, an interior room secured with a commercial security door and a non-residential lock, in any other secured storage structure, or they are kept in a safe or vault that is bolted to the floor of the property. No outdoor storage of cannabis or cannabis products will be allowed. All employees will be

trained on how to properly store and handle cannabis and raw materials. Applicant will give proper training to all employees and management to ensure safe production, adequate security, theft prevention, diversion and the maintenance of confidential information – including production processes.

All cannabis products must be stored in a controlled environment to preserve product potency and quality. Applicant shall implement written procedures to control storage areas, and provide specific storage procedures for cannabis products. Product storage areas in the facility shall be limited to raw cannabis, bulk extracts, and packaged cannabis products. All areas where cannabis products are stored must be locked and secure with access restricted to authorized personnel only. No additional persons will be allowed on the premise that are not directly tasked with working at the facility.

All cannabis batches, both flower and extract, must be stored separately and distinctly from all other batches on the premise until all laboratory testing has been completed and the products are cleared for distribution to licensed retailers. The area in which cannabis goods are stored shall not be exposed to direct sunlight. Employee break rooms, eating areas, changing facilities, and bathrooms shall be completely separated from the storage areas. Applicant shall store edible cannabis products properly that require refrigeration at 33 to 42 degrees Fahrenheit and shall store batches of flower in a darkened area with no more than 60% humidity.

Applicant will have a specified area set aside for quarantined material and products. The area shall be marked with clear signage and access marked or limited by physical barriers. Quarantined containers must bear distinguishing labels and containers must be sealed with tamper-evident seals or packaging that records the employee who sealed the container and the seal date. All quarantined material should be relocated within 72 hours and recorded in the inventory system. To prevent cross-contamination, all products must be readily available for testing and moved to another holding area - that is separate and distinct from the rest of the products - until the time that testing results are complaint.

Applicant will implement environmental controls to protect product from deteriorating including humidity and temperature. The facility shall visually inspect all products prior to sale to evaluate if degradation is occurring. If any signs of degradation or contamination are noted, the products must then be analyzed. Applicant will implement

root cause analysis and corrective measures will be implemented. Adequate ventilation, air filters and scrubbers should be installed where appropriate to control air quality and odors associated with cannabis storage on site.

All storage areas must be clean, well ventilated and free from condensation, sewage, dust, dirt, chemicals or other contaminants. All products and packaging should be stored to protect against contamination and must be clean and free from dust, debris and contaminants. All cleaning materials will have separate and distinct storage areas with precise labeling as to what is currently being stored. Cleaning schedules and logs will be placed throughout the facility and retained for review. Any and all products on site shall be protected or removed during cleaning to protect against contamination.

- **13.3. Quality Control/Quality Assurance Plan:** Pursuant to Guide instructions, provided at Exhibit 22.
- **13.4.** Contamination and Recall Plan: Pursuant to Guide instructions, provided at Exhibit 23.

13.5. Criminal Activity Plan.

Upon the discovery of any criminal activity, if the Security Manager is on the premises, he/she will serve as the senior security staff member and manage activities until someone from Senior Management is present. If the Security Manager is not present, a designated senior Security Staff Member will call 911 and interact with Emergency Response personnel. Any staff member may call 911 if there is a risk to someone's safety, but will bring the senior Security Staff member onto the call as soon as possible to take over. If there is no safety risk to staying on the premises and emergency responders do not direct otherwise, other employees will immediately monitor entrances and exits to prevent unauthorized access, and monitor products that are accessible to customers, contractors, or visitors.

A. Armed Robberies

Should an armed robbery incident occur, staff will be advised to follow recommendations that are commonly suggested by law enforcement entities, including the following:

1. During a Robbery:

Remain Calm.

• Obey the robber's commands immediately. Others in the area should freeze in place and do nothing.

- Don't argue with the robber.
- Consider all firearms to be loaded.
- Look at the robbers notice details to aid you in describing them and their mannerisms. Note age, weight, height, clothing, tattoos or scars and write down the details at the first opportunity.
- Take note of the weapon type.
- Watch the direction the robbers take if they use a vehicle, try to note the license plate number.
- Only press the silent alarm if you can do so without being seen.
- Don't call the police yet if there is a chance the robber can see or hear you.
- Don't chase or follow the robber. You could be mistaken for the robber in a pursuit by police.

2. After a Robbery:

- Call 911
- Give the address of the business and state that the location is a cannabis facility, give your name and telephone number, and stay on the phone until the dispatcher ends the call.
- Give a description of the suspect(s), direction of travel, and a license number if a vehicle was used.
- Advise whether or not weapons were used.
- Protect the crime scene. Keep customers or other employees away from the area of the store where the robbery occurred.
- Ask witnesses to wait until the police arrive.
- Do not touch anything.
- Save a note if one was used do not handle it or let others handle it.
- Upon arrival of the police, the senior Security Staff Member should introduce him/herself, check the responder's ID if there is any reason to be suspicious, and inform them that a higher level manager is on the way (if applicable).

B. Burglaries – If evidence of a burglary is discovered, staff will:

- Avoid entering areas that have not yet been searched.
- Notify law enforcement using a non-emergency number.
- Notify a senior staff member immediately.
- Prevent others from entering the area or touching anything.
- Upon arrival of the police, the senior Security Staff Member should introduce him/herself, check the responder's ID if there is any reason to be suspicious, and inform them that a higher level manager is on the way (if applicable).

C. Emergency Incident Reporting

After an emergency event occurs, a manager will complete an Incident Report Form. A copy of the form will be sent to upper management, the Safety Committee and the Record Keeping Manager.

Incident Report Form

Date of Incident:	Time of Incident:	
Type of Incident:		
Any ID info collected? Please describe:		
Describe incident in detail:		

Information about person using ID (person's description, license plate, information from IDs of others with person, etc.)
Security Staff Member Reporting Incident:
Signature of Manager:

13.6. Emergency Procedures/Disaster Plan.

During a security-related emergency, if the Security Manager is on the premises, he/she will serve as the senior security staff member and manage activities until someone from Senior Management is present. If the Security Manager is not present, a designated senior Security Staff Member will call 911 and interact with Emergency Response personnel. Any staff member may call 911 if there is a risk to someone's safety, but will bring the senior Security Staff member onto the call as soon as possible to take over. If there is no safety risk to staying on the premises and emergency responders do not direct otherwise, other employees will immediately monitor entrances and exits to prevent unauthorized access, and monitor products that are accessible to customers, contractors, or visitors.

In the case of any emergency, all documents resulting from the event and receipts and other records related to associated expenses will be collected by the Security Manager as appropriate. A summary of the incident and an expense report will be provided to senior management within 60 days of the event.

If cash is on the premises, all cash drawers and/or office doors will be locked upon leaving the area to deal with an emergency.

A. Engineering Controls for Emergency Response

- A silent alarm will be available for use during an armed robbery.
- An audible panic alarm will be available to indicate the need for evacuation and a call to 911.

• A notification system generating a sound, text, or visual signal will be available for use when the alarm/surveillance system malfunctions.

 These engineering controls will remain operational during a power outage with battery backup power.

B. Evacuation Protocols

The company will have a designated assembly location at least 150 ft away in case of incidents that require evacuation.

An orderly evacuation will be supervised by the Facility Manager who will check all rooms and report any problems to the appropriate Manager.

The Facility or Security Manager is responsible for the safe evacuation of disabled employees.

Whenever the alarm is triggered, staff will follow the relevant evacuation procedures required by the type of emergency.

Employees will leave the affected area immediately by the primary emergency routes posted in their work areas unless the route is blocked. In the event of the primary route being blocked, staff will follow the secondary route, or an alternative route designated by the Facility Manager.

Employees required to evacuate will proceed to the predetermined assembly points.

Depending on the nature of the emergency and response required, non-critical employees will not be permitted to enter the facility or affected work areas, unless the "all clear" has been given by the Facility Manager.

Random, full evacuation drills for all employees will be held on a regular basis. The Facility Manager is responsible for conducting drills and recording their outcomes and results. Related records will be forwarded to the Record Keeping Manager.

C. Evacuation Routes

All primary emergency escape routes and designated assembly locations will be approved by the Facility Manager. The Emergency Exit Diagram will be posted in several locations throughout the building.

D. Accounting for Employees After an Evacuation

After employees have evacuated and arrived at their designated assembly areas, the Facility Manager or his/her designee will take a headcount.

The Facility Manager will account for any employees that are not present by determining their names, condition, last known locations and possible locations. The Facility Manager will relay the following information to managers in a timely manner:

- Number of employees/non-employees that were on premises at immediately prior to evacuation
- 2. Number of employees/non-employees present at respective assembly areas
- 3. Number of employees/non-employees unaccounted for
- 4. Number of injured employees/non-employees
- 5. Number of employees conducting critical operations

In collaboration with the senior security staff member on the premises, the Facility Manager will notify emergency responders if someone has not arrived at the evacuation assembly location.

E. Medical Emergencies

A first aid kit is kept in each building and each company vehicle is equipped with a kit located in the glove box or under the driver's seat. Enough kits will be placed such that any employee can reach a kit in under one minute. These kits are checked quarterly by the Security Manager. An inventory of each kit is taped to the inside cover of the box. If you are injured, promptly report it to any supervisor.

All managers will be required to have CPR/1st Aid training from the American Red Cross or the American Heart Association. All employees will be encouraged to take CPR/1st Aid. The company will cover the cost of the course and time taken to complete it.

A list of currently trained managers and employees is posted on the safety bulletin board along with the expiration dates of their cards.

Employees MUST report all work-related injuries and accidents immediately to their manager. A manager will also be notified immediately if a non-employee is injured on the premises.

When calling 911, give the address of the business and state that the location is a cannabis facility, give your name and telephone number, and stay on the phone until the dispatcher ends the call.

Upon arrival of the emergency responder, the senior Security Staff Member should introduce him/herself and inform them that a higher-level manager is on the way (if applicable).

In case of serious injury, do not move the injured person unless absolutely necessary.

- **1.** Call out for help.
- **2.** If there is no response, call 911.

NOTE:

Only provide 1st Aid assistance to the level of your training.

The ranking manager on site during the event will record the incident on an Incident Report Form and submit it to a supervisor within 24 hours of the injury.

A list of individuals who should be notified of a serious incident and their contact information will be available for contact by the manager or designee.

F. Fire Emergencies

In advance planning of any potential fire emergency, the following will be preplanned:

- Instructors will ensure during employee training that all staff know the locations of fire extinguishers and how to use them.
- Company will follow recommended procedures to prepare for emergencies that require evacuation, such as keeping doorways, corridors and egress paths clear and unobstructed; making sure that all electrical appliances and cords are in good condition and UL approved; not overloading electrical outlets; and using surge protected multi-outlet power strips and extension cords when necessary. Extension cords without surge protection will be avoided.
- Fire extinguishers will be mounted and maintained according to regulations.
- All doors to rooms containing hazardous materials will be clearly marked according to the NFPA classification system.

It is the employee's responsibility to safely evacuate the facility as quickly as possible. Fire extinguishers will be placed in locations recommended by fire experts and mounted and maintained according to regulations. Employees are under no obligation to fight a fire with an extinguisher and are expected to evacuate when in danger. Once the

building is clear, no one shall re-enter the building until after emergency responders have cleared the building and said it is safe to enter.

Fire Evacuation Procedure:

- 1. Persons aware of the fire will set off the alarm and begin evacuation.
- 2. Calmly announce verbally to employees that there is an emergency and that they must evacuate the building.
- 3. After announcing the emergency, remain calm and assist other employees out of the building if necessary and discourage any delay.
- 4. If you are occupied in a manner that prevents you from making a call, ask an individual who is leaving the building and understands the emergency to call 911 and describe the situation. The person calling will give the address of the business and state that the location is a cannabis facility, give his/her name and telephone number, and stay on the phone until the dispatcher ends the call. The individual should notify managers seen during the event of the status of the call and allow a manager to take over working with emergency responders, if appropriate.
- 5. When evacuating, knock on all doors and check all rooms including bathrooms to make sure everyone is aware of the situation. If you put your hand on a door or door knob and find it warm or hot to the touch, do not open the door.
- 6. If there is smoke in the air, stay low to the ground, especially your head, to reduce inhalation exposure. Keep one hand on the wall to prevent disorientation and crawl to the nearest exit.
- 7. Move safely to the identified assembly point. Make sure to stay out of the way of emergency responders.
- 8. If the fire is small, a person on staff who is comfortable with the use of a fire extinguisher may try to put it out.
- 9. Never fight a fire alone. Never allow the fire to get between you and your exit always maintain an escape route.
- 10. The Facility Manager or his/her designee will monitor the designated assembly location and notify emergency responders if someone has not arrived at the evacuation assembly location.

Fire Extinguisher Use:

Employees who have been designated to use fire extinguishers as part of the emergency action plan, must be trained on how to use the fire extinguishers appropriately in the workplace.

Using a Fire Extinguisher

The following steps should be followed when responding to an early-stage fire:

- 1. Identify a safe evacuation path before approaching the fire. Do not allow the fire, heat, or smoke to come between you and your evacuation path.
- 2. Based on training experience, find the closest fire extinguisher to the area where the fire has started that can be safely accessed. The most appropriate extinguisher for each work area will be supplied.
- 3. Discharge the extinguisher within its effective range using the P.A.S.S. technique (pull, aim, squeeze, sweep see below for additional details).
- 4. Back away from an extinguished fire in case it flames up again.
- 5. Evacuate immediately if the extinguisher is empty and the fire is not out.
- 6. Evacuate immediately if the fire progresses beyond the early stage.

P.A.S.S.

- 1. *PULL*... Pull the pin. This will also break the tamper seal.
- 2. **AIM**... Aim low, pointing the extinguisher nozzle (or its horn or hose) at the base of the fire.
 - *NOTE*: Do not touch the plastic discharge horn on CO2 extinguishers, it gets very cold and may damage skin.
- 3. **SQUEEZE**... Squeeze the handle to release the extinguishing agent.
- 4. **SWEEP**... Sweep from side to side at the base of the fire until it appears to be out. Watch the area. If the fire re-ignites, repeat steps 2 4.

G. Earthquake Emergencies

By planning and practicing what to do if an earthquake strikes, the facility employees can learn to react correctly and automatically when the shaking begins. During an earthquake, most deaths and injuries are caused by collapsing building materials and heavy falling objects, such as bookcases, cabinets and heating units. Learn the safe spots in each space of the facility. Participating in an earthquake drill will help employees understand what to do in case the Director of Operations is not with them during an earthquake.

The following procedure will be utilized during an earthquake:

- 1. the building if easily possible, and seek safe spaces away from buildings.
- 2. If you cannot exit, get under a sturdy table or desk and hold on to it.
- 3. If you're not near a table or desk, cover your face and head with your arms and / or stand or crouch in a strongly supported doorway.

- 4. Brace yourself in an inside corner of the building.
- 5. Stay clear of windows or glass that could shatter or objects that could fall on you.
- 6. Avoid congregating near doorways and entrances. Many people are injured at entrances of buildings by falling debris
- 7. If the lights go out, use a battery-operated flashlight. Don't use candles, matches or lighters during or after an earthquake. If there is a gas leak, these could cause an explosion.

H. Hurricane and Tornado Emergencies

While severe weather will be continuously tracked, unless otherwise informed, all operations will continue as usual until notification from the governmental civil defense department. When the sirens are sounded, all managers will immediately report to the main building conference room to receive further instructions on informing and guiding employees on the matter.

Prior to leaving, Managers will ensure that:

- 1. The gas service to the building is shut off. A wrench is available at the rear entrance to turn off the gas shut-off valve outside the building. All Managers will be trained in the gas shut-off procedure.
- 2. All electric power is turned off at the circuit breakers, to prevent equipment damage in the event of a power surge or other electrical fault. Only emergency lights will continue to operate.
- 3. All personnel are cleared from the premises. Following shutdown and evacuation, no one may re-enter the premises until Civil Defense sounds the all-clear announcement.

I. Flood

In the event of fast rising water, follow the steps below and evacuate the building to get to high ground:

Prior to leaving, Managers will ensure that:

- 1. Immediately notify management.
- 2. Turn off all electricity and gas at the mains.
- 3. Set all equipment, computers and appliances to OFF position this is to prevent any damage that could happen once the power comes back.
- 4. Ensure that all hoses and irrigation valves are in the OFF position.
- 5. Managers will gather employees on high ground until emergency services arrive.

J. Unforeseen Weather Conditions and Blizzards

Unforeseen weather conditions could impact operational functions like power supply, data and communication lines and water and gas supply. Snow, rain and other weather issues may make it unsafe for employees to come to work.

- 1. Decisions to close the premises due to bad weather or other disaster will be made by the Chief Executive Officer.
- 2. The company will develop a system to contact employees if a business closure must occur.
- 3. The cultivation facility never closes for an extended perioed due to the fact that plants need daily care. In the event of an unexpected closure, accommodations will be made to make available staff comfortable while handling critical functions and needs of the facility.

K. Lightning Strikes

- Lightning can cause power outages, building damage, fire, and potential harm to humans. The building is protected and grounded to minimize such potential harm.
 Call the Facilities Manager in the event of any emergency.
- 2. Reset electrical trip switches if the danger has passed.

L. Power Outages

In the event of a power or electrical outage

- 1. Immediately notify management.
- 2. If no delay systems or surge protectors are in place, turn off all HPS or metal halide grow lights, as the voltage may fluctuate and damage any lights that are on.
- 3. Set all unprotected equipment, computers and appliances to OFF position this is to prevent any damage that could happen once the power comes back.
- 4. Keep all refrigerated area doors closed.
- 5. Ensure that all hoses and irrigation valves are in the OFF position.
- 6. Supervisors will gather employees in the front yard until the power is back on, or until another decision is made.

13.7. Alcohol, Smoke, and Drug Free Workplace Policy:

Company has vital interests in ensuring a safe, healthy and efficient working environment for all employees, visitors and customers. Using or possessing alcohol or other intoxicating drugs in the workplace presents a danger to everyone. For these reasons, as a condition of continued employment with the company, intoxicants will not be allowed as part of the workplace policy.

On-site consumption of a cannabis item, alcohol, or other intoxicant by any individual is prohibited. The only exception is an employee who has a current medical identification card. This employee may consume cannabis during his or her work shift on the licensed premises as necessary for his or her medical condition, ONLY if the employee is alone, in a closed room and not visible to others outside the room. An employee who consumes a cannabis item as permitted under this subsection may not be intoxicated while on duty.

Employees are prohibited from reporting to work or working while under the influence of alcohol and/or other drugs that adversely affect the employee's ability to safely perform his or her job duties.

Company does not engage in random and/or pre-accident drug testing of employees. Employee substance abuse problems will be identified by issues with behavior and measures of performance only.

The company understands that there is a difference between substance use and substance abuse, and that use isn't necessarily abuse. Employees are free to make their

own lifestyle choices when not in the workplace or otherwise on company time. However, such choices must not be allowed to interfere with job performance.

Smoking tobacco may occur if done 1) during break times or outside work hours 2) more than 50 feet away from the facility. Employees are expected not to bring tobacco odors into the facility, on their clothes or otherwise.

Failure to comply with the foregoing substance abuse policy may result in disciplinary action, up to and including discharge from employment.

13.8. Employee Safety Plan.

Federal OSHA workplace safety rules cover the following topics that are relevant to cannabis cultivation:

- Emergency Action Plans
- Electrical Hazards
- Personal Protective Equipment
- Exposures to Airborne Contaminants
- Flammable Liquids
- Hazard Communication
- Hazardous Energy –
 Lockout/Tagout

- Injury and Illness Prevention Program
- Point of Operation and Machine Hazards
- Pressurized gasses
- Prohibition of Smoking in the Workplace
- Repetitive Motion/Ergonomic Injuries
- Slips, Trips, Falls and Use of Ladders

Note that federal OSHA has not drafted any cannabis industry-specific regulations due to continued prohibition of cannabis at the federal level. Nevertheless, OSHA regulations and guidance can be readily applied to a cannabis cultivation business, as will be described here.

A. Emergency Action Plans

A cannabis cultivation business may have emergencies related to armed intruders, fire, medical situations, chemical spills, gas leaks, severe weather, power failure, suspicious packages, bomb threats, etc. In compliance with 29 CFR 1910.38, Company will have written emergency action plans. Plans will cover how to report fire or other emergencies, alarm systems, evacuation, critical operations, who to contact for more information,

training and how the plans will be periodically reviewed. These will be easily accessible and kept at the workplace, both in electronic and paper format.

B. Electrical Hazards

Electrical Hazards will be handled in accordance with federal worker safety codes 29 CFR 1926 Subpart K, 29 CFR Part 1910.137, 29 CFR Part 1910 Subpart S, 1910.331, 332, 333, and 1910.335. Employees face some potential electrocution hazards in cannabis cultivation facilities. Facilities personnel and other trained individuals may work on lighting, HVAC equipment, air purifiers, dehumidifiers, shredders, electric trimming machines, among other types of equipment. Other employees will come into contact with everyday electrical items from kitchen equipment to small power tools. Employees will be trained to identify and control electrical hazards. Management will provide guidance to employees on which level of personal protection each hazard demands. Management will follow best practices in determining if employees require additional training to safely operate equipment to perform their duties and will ensure that they receive it before being allowed to carry out each specific task.

Physical controls specific to working with electricity

- Employees maintaining or repairing electrical equipment will be provided with rubber gloves and insulating mats, and/or other appropriate protections to reduce the chance of injury during these activities.
- All switches, breakers, junction boxes, and distribution panels will be completely enclosed.
- Watertight enclosures will be used wherever an electrical component is at risk of being exposed to moisture, particularly in rooms where plants are grown.
- Structural barriers and signs will be installed to separate employees from exposed electrical components during maintenance and repair activities.
- If structural barriers and signs are not present in the vicinity of temporarily exposed electrical components, an attendant will be stationed at the location to warn employees.

Administrative controls

 Management will follow best practices in determining when a task requires hiring a licensed contractor to perform the electrical work.

- Basic lockout/tagout training will be provided to all employees, and advanced training will be provided to those who may service equipment.
- Hazards will be reported and documented as soon as they are identified.
- Safety signs and barriers will be used to inform employees of potential electrical hazards.

Process Controls

- Plugs will not be overloaded, and equipment will be properly grounded.
- Cords and plugs on portable equipment will be inspected prior to use.
- Equipment will not be allowed to overheat; lights in grow rooms will be checked regularly for excessive heat.
- Equipment with exposed wires or live parts will be taken out of service until repaired.
- Ladders will be made out of non-conductive materials.
- Equipment that has been exposed to moisture will be allowed to completely dry before being released for use.

Power Tools

Employees will be trained in the proper use of the electrical tools they are asked to use. They will be able to recognize the hazards associated with each type of tool and the required safety precautions.

- Safety goggles and gloves will be worn when appropriate.
- Floors will be kept clean and dry.
- Power tools will have the recommended guards and safety switches.
- Power tools will not be carried or unplugged by handling the electrical cord.
- Power tools will be disconnected when not in use or when being maintained or repaired.
- Employees will not wear clothing, jewelry or other materials that could get caught in moving parts or be electrically conductive; long hair will be secured.
- Damaged tools will be removed from service and clearly marked as out of order (lockout/tagout).

C. Personal Protective Equipment (PPE)

In a cultivation facility, employees will need to apply treatments to plants, such as carbon dioxide (Co2) or approved pesticides, and they will need to sanitize grow rooms. Appropriate PPE, such as eye protection and gloves, will be provided by the company and worn by employees and contractors for all tasks when appropriate. Training, health assessments and fittings will be done for each employee immediately upon being hired and assigned tasks requiring any kind of protection in accordance with 29 CFR Part 1910.132

Management shall also ensure masks or respirators are being worn to protect employees from exposure to dust or other air contaminants, including organic or chemical, when they are above the predefined exposure limit or are otherwise necessary to protect employee health in accordance with 29 CFR Part 1910.134

- Masks or respirators will be selected for the particular task, with the appropriate rating.
- Employees will be trained in the proper use of masks and respirators.
- Masks and respirators will be stored separately from pesticides or other possible contaminants and will be kept clean.
- Management will:
 - Ensure that respirators fit employees and will test equipment on a regular basis.
 - Ensure proper cleaning, maintenance and repair or replacement of respiratory protective equipment and filters.
 - Ensure medical evaluations of employees required to use respirators are performed (OSHA re: asthma risk).
 - o Ensure a constant flow of fresh air where possible.
 - Evaluate the respiratory protection program's effectiveness annually and adjust procedures to safeguard the health of all employees.

D. Exposure to Airborne Contaminants

Exposure to Airborne Contaminants will be handled in accordance with state and federal law.

Hazardous gasses

It is common at cultivation facilities to treat the air in grow rooms with carbon dioxide (Co2) to improve plant health. Cultivators may also use ozone gas to minimize harmful microbes. The presence of fuel-burning equipment or appliances increases the risk of potential carbon monoxide poisoning. Administrative and engineering controls will be implemented to ensure employees are not exposed to unsafe levels of these gasses.

OSHA specifies the following limits in 29 CFR 1910, Subpart Z:

- Carbon dioxide (CAS No. 124-38-9) 5,000 ppm or 9,000 mg/m³.
- Carbon monoxide (CAS No. 630-08-0) 50 ppm or 55 mg/m³.
- Ozone (CAS No. 10028-15-6) 0.1 ppm or 0.2 mg/m³.

These quantities are based on an 8-hour Time Weighted Average given for the substance in any 8-hour work shift.

Administrative Controls

- Employees who work with gasses will be trained in how to inspect and maintain equipment. If no employees on the premises have the training to conduct comprehensive servicing, maintenance and testing of the equipment that contains and distributes gasses, a third-party contractor will be hired to perform inspections on a schedule recommended by the manufacturer.
- On a monthly basis, trained employees will:
 - o Conduct a monthly review of the service tags on gas equipment.
 - Perform scheduled maintenance on the environmental control system.
 - Check the connections to the input valves for leaks and ensure they are properly sealed.
- Employees will be trained in how to initiate or respond to an alarm, including evacuation procedures.
- Drills will be performed to give employees opportunities to practice procedures for responding to an alarm.
- All alarms and evacuations, including false alarms, will be logged for investigation and future reference through an incident report.

Engineering Controls

Alarm systems will be installed to monitor the levels of gasses and alert employees to evacuate if overexposure to a substance is possible. The alarm systems will be handled in accordance with 29 CFR 1910.165.

- All alarms will be designed to give employees sufficient time to implement emergency procedures and safely escape.
- All alarms will have a back-up power supply in case of an electrical outage and a distinctive audio alerting sound and a visual alerting system that can be clearly heard and seen in the normal work environment. If an employee is present who would not be able to hear/see an alerting system, an additional alarm system will be implemented to ensure notification of the employee about the need to react in an emergency.
- Emergency contact information will be posted in multiple locations.
- Alarm systems will be restored to normal operating condition as soon as possible after an emergency.
- Co2 meters with alarms will be located inside the front door of the indoor grow building and at least two other locations in the building.
- Automatic emergency outtake fans will vent the internal air until safe levels are reached.
- A trained employee will only be allowed to re-enter the room with the proper respiratory protection long enough to make sure outtake fans are functional.
- At least one carbon monoxide alarm will be placed near any equipment that has the potential to release the gas.
- Once an alarm has stopped and the all clear announcement is given, regular employees may re-enter the room/building.
- The malfunctioning equipment will be immediately identified and either repaired or removed from operation.

E. Flammable Liquids

Flammable liquids are not commonly used in cultivation practices, but they may be used for cleaning or other maintenance activities. Flammable products, such as rubbing alcohol, paint thinner, etc., will be stored in appropriate containers, labeled and handled according to Hazard Communication regulations, and kept in approved fire-resistant cabinets. All flammable liquids will be handled in accordance with 29 CFR Part 1910.106.

Employees will be trained on the following topics:

- Storage room requirements
- Storage cabinet requirements
- Storage container requirements
- Avoiding the use of flammable materials near sources of ignition
- Appropriate fire controls for flammable materials/extinguisher requirements
- Providing access to flammable materials in a fire emergency
- Proper ventilation
- Housekeeping practices
- Security of flammable materials

F. Hazard Communication

Hazard Communication will be handled in accordance with 29 CFR Part 1910.1200. Company is committed to preventing accidents and ensuring the safety and health of all employees and site visitors. In addition to the flammable liquids mentioned above and other regular cleaning products, cultivation facilities also have plant treatments and pest control products on the premises. The Hazard Communication Plan ensures that consistent and uniform information about chemical materials and other hazardous substances used and stored on site is communicated to employees and appropriate protective measures are in place to control exposures to these materials. The plan applies to materials known to be present in such a manner that employees may be exposed under normal conditions of use or in a foreseeable emergency. The plan is not restricted to chemicals, but applies to a broad range of hazardous materials including, for example, pure chemicals or mixtures.

The use of pesticides requires additional training. Federal guidance related to pesticide programs is available from the Environmental Protection Agency in the form of the Agricultural Worker Protection Standard (WPS). The regulations are found in 40 CFR 170. Management is committed to complying with these regulations and following related best practices. More information about pesticide use and safety can be found in the Pest Control and Disease Management section above.

Management is responsible for ensuring that all employees receive Hazard Communication training within seven (7) days of the commencement of employment and before being exposed to any hazards without direct supervision. After attending the

training, employees will sign a form verifying that they understand all procedures and how to follow them. A written test may be given to verify employee comprehension of relevant topics.

Hazard Communication training will include the following topics:

- An overview of the requirements in OSHA's hazard communication standards.
- An introduction to the Globally Harmonized System for Hazard Communication, components of a Safety Data Sheet (SDS), and the meanings of hazard symbols.
- Hazardous chemicals present on the premises, used near work stations, and that the
 employee will have direct contact with, as well as other related topics specified under
 the asterisk (*) below.
- Methods used to detect the presence or release of hazardous chemicals in the work area.
- Physical and environmental hazards the employee may be exposed to in the workplace.
- Steps taken by Company to prevent or reduce exposure to these hazards.
- An explanation of any special labeling present in the workplace.
- Emergency procedures to follow if anyone is exposed to chemicals.
- The locations of the written Hazard Communication Plan, SDSs, and other safety information.
- What a Hazard Report Form is and how to fill one out and submit it.
- * In addition to a general introduction to hazardous chemicals an employee will use, the employee will also receive task-specific training related to the risks, required PPE, spill response, and first aid response to each. This will occur at the workstation where the employee will be working with the chemical to ensure that the locations of safety equipment and safety documentation are clearly identified. This additional training session will be documented in writing and signed by the employee and the supervisor.

All documentation related to training will be forwarded to the Record Keeping Manager and maintained in a manner that complies with OSHA standards.

G. Hazardous Energy – Lockout/Tagout

Hazardous energy will be handled in accordance with 29 CFR Part 1910.147. A lockout/tagout system will be used to ensure that machines or equipment are stopped,

isolated from all potentially hazardous energy sources and locked out before employees perform any servicing or maintenance where the unexpected energization or start-up of the machine or equipment or release of stored energy could cause injury.

Lockout/tagout is not required If a piece of equipment receives its energy supply through a power cord plugged into a wall and the equipment is in complete control of the employee conducting maintenance or repairs. If a larger piece of equipment that plugs into the wall is to be serviced, a plug lockout device will be used to ensure that no other employee accidentally plugs the equipment back in while it is being maintained or repaired.

The following SOPs apply to equipment that has an energy source other than a power cord that will be in complete control of the servicing employee.

Taking Equipment out of Service

- 1. Notification will be given to all affected employees that servicing or maintenance is required on a machine or equipment and that the machine or equipment must be shut down and locked out to perform the servicing or maintenance. All employees who work in the related department will be notified by the following means: an email sent to affected employees and a clearly visible notice attached to all entrances to the department and attached to or immediately near the equipment. The notice will include the following information:
 - What is going to be locked/tagged out
 - Why it is going to be locked/tagged out
 - For approximately how long will the system be unavailable
 - Who is responsible for the lockout/tagout
 - Who to contact for more information
- 2. The authorized employee will refer to the company procedure to identify the type and magnitude of the energy that the machine or equipment utilizes, will understand the hazards of the energy, and will know the methods to control the energy.
- 3. If the machine or equipment is operating, shut it down by the normal stopping procedure (depress the stop button, open switch, close valve, etc.).
- 4. Deactivate the energy isolating device(s) so that the machine or equipment is isolated from the energy source(s). Examples: manually operated electrical circuit breaker;

a disconnect switch; a manually operated switch by which the conductors of a circuit can be disconnected from all ungrounded supply conductors, etc.

- 5. Lock out or tag out the energy isolating devices according to the procedure established for the particular piece of machinery.
- 6. Stored or residual energy (such as that in capacitors, springs, elevated machine members, rotating flywheel, hydraulic systems, and air, gas, steam, or water pressure, etc.) will be dissipated or restrained by methods such as grounding, repositioning, blocking, bleeding down, etc.
- 7. Verify that the equipment is disconnected from the energy source(s) by first checking that no personnel are exposed, then verify the isolation of the equipment by operating the push button or other normal operating control(s) or by testing to make certain the equipment will not operate. Caution: Return operating control(s) to neutral or "off" position after verifying the isolation of the equipment.

Restoring Equipment to Service

- 1. Check the machine or equipment and the immediate area around the machine to ensure that nonessential items have been removed and that the machine or equipment components are operationally intact.
- 2. Check the work area to ensure that all employees have been safely positioned or removed from the area.
- 3. Verify that the controls are in neutral.
- 4. Remove the lockout devices and re-energize the machine or equipment.
- 5. Notify affected employees that the servicing or maintenance is completed and the machine or equipment is ready for use.

All employees are required to comply with the restrictions and limitations imposed upon them during the use of lockout. The authorized employees are required to perform the lockout in accordance with this procedure. All employees, upon observing a machine or piece of equipment which is locked out to perform servicing or maintenance, shall not attempt to start, energize, or use that machine or equipment. Anyone who fails to follow this procedure will be subject to disciplinary action.

H. Injury and Illness Prevention Program (IIPP)

OSHA requires that a safety committee be established at federal agencies, and the practice is recommended for all employers. Management will create a Safety Committee, with the duties similar to those established in 29 CFR 1960.40, which will meet no less than once a year. Its responsibilities will include:

- Reviewing scheduled worksite inspections.
- Reviewing investigations of occupational accidents and causes of incidents or illness and, as appropriate, submit suggestions to management for improvements to work conditions or the IIPP.
- Reviewing investigations of reported potential hazards from employees and conducting its own inspections if necessary.
- Encouraging the implementation of reasonable safety improvements suggested by employees.

Regularly scheduled all-hands safety meetings will occur. These meetings will last no longer than 20 minutes. Managers and executive staff will attend the meetings, which will focus on:

- Informing employees of past accidents/injuries in a manner that educates
 employees about related health and safety issues but does not infringe on the privacy of
 any employee,
- Asking for feedback from employees on health and safety issues,
- Showing brief audio-visual presentation on related topics that inform employees and encourage participation in the IIPP, and/or
- Inviting safety experts to present information and interact with employees in question/answer sessions

Hazard assessment and control activities will be done in accordance with 29 CFR 1910.132(d); and 29 CFR 1910, Subpart I, Appendix B.

A job hazard analysis will be conducted at each workstation to determine potential causes of injury or illness and the appropriate type of PPE necessary for each task. Walkthrough surveys will be conducted to identify hazards, with special consideration given to risks of impact, penetration, compression or roll-over, chemical exposure, heat exposure,

harmful dust exposure, or exposure to optical radiation. Particular emphasis will be placed on the following:

- Jobs with a high injury or illness rate
- Jobs with the potential to cause severe injury
- Jobs in which human error could cause severe injury
- Jobs that are new and have not previously been evaluated
- Jobs complex enough to require written instructions

There are a number of safety hazards that could be present in a cultivation facility.

The Safety Committee established by the management will make it a priority to identify and minimize these types of hazards during inspections, and employees will be trained to notify a supervisor if an unaddressed safety hazard has been identified. Some examples of potential safety hazards include:

- Broken glass
- Overcharged or faulty lithium batteries
- Electrical components
- Improper use of extension cords
- Degrading, flawed, or damaged equipment
- Tripping hazards
- Ergonomic risks

- Cluttered work areas
- Obstructed access panels
- Flammable materials left near electrical equipment
- Wet surfaces (floor or counter)
- Inadequate ventilation or lighting
- Equipment set up on unstable surfaces
- Unguarded machinery

If there is a moderate to high risk of injury at any location, no employee will be allowed to work at the station until the risk has been resolved. Recording and reporting injuries and illnesses will be carried out in accordance with 29 CFR 1904.

Accident Investigation will be handled in accordance with 29 CFR 1960.29. The extent of an investigation will be based on the seriousness of the accident. Following an incident that causes a fatality or the hospitalization of three or more employees, the scene of the accident will remain untouched, and the investigation will determine the factors that led to the accident. Documentation will include date, time, location, description of

operations, description of accident, photographs, interviews of employees and witnesses, measurements, and other pertinent information. A copy of the investigative report will be forwarded to the designated manager, who will be responsible for ensuring that important recommendations to prevent future incidents are followed.

I. Point of Operation and Machine Hazards

Most employees at a cannabis cultivation facility do not come into contact with machinery that has hazardous moving parts, but facilities personnel may use such equipment on a periodic basis, such as automatic trimming machines. Safety related to machinery will be managed in compliance with 29 CFR 1910.212. One or more methods of machine guarding will be provided to protect the operator of machinery from hazards such as those occurring at a point of operation. Guards will be affixed to the machine where possible and secured elsewhere if for any reason attachment to the machine is not possible. Guards will be designed and constructed to prevent the operator from having any part of the body in the danger zone during the operating cycle. All saws, cutting tools, heads, shears, and knives that are part of any machine will be kept sharp, properly set up, adjusted and firmly secured. Guards will be inspected, adjusted, and maintained on a regular schedule. Appropriate hand tools will be used as supplemental protection to assist the operator in placing material in and removing it from the point-of-operation area. Machinery that is designed to sit in a fixed location but has the potential to vibrate or move during operation will be anchored to the floor or wall as appropriate.

J. Pressurized gasses

There will be Co2 cylinders or tanks on the premises that provide low levels of gas to plant rooms, during the time when lights are on, for the purpose of creating appropriate indoor cultivation environmental conditions. They will be refilled periodically by a third-party gas service provider. OSHA regulations related to compressed gasses are incorporated by reference. Relevant references are CGA P-1 (1965), C-6 (1968), C-8 (1962), S-1.1 (1963 and 1965 addenda), and S-1.2 (1963).

Potential health and safety hazards of leaking cylinders/tanks include poisonings, suffocations, fires, and explosions. The safe design, installation, operation, and maintenance

of cylinders/tanks in accordance with the appropriate codes and standards are essential to worker safety and health.

Employees who accept the shipment of pressurized cylinders/tanks will receive training on their handling and general inspection. Employees who use compressed gasses will be extensively trained in the inspection and use of cylinders/tanks. Compressed gas containers will be visually inspected by the employee each day before use and at the end of the day after use. During an inspection, the employee will examine the regulators, pressure relief valves and cylinder/tank connections and check for corrosion, bulges, leaks, pitting, dents or gouges. Only trained employees will be allowed to perform maintenance and repairs on cylinders/tanks.

Pressurized gas containers will be stored separately from processing and handling areas and from incompatible materials as specified in the associated SDS. The storage area will have suitable walls, floors and fittings for the materials stored. Cylinders will be secured on racks that are appropriate for the size and shape of the canisters. The storage area(s) will be:

- 1. Well-ventilated and dry (indoor storage).
- 2. Fire-resistant and supplied with suitable firefighting equipment including sprinklers, where appropriate.
- 3. Away from electrical circuits and ignition sources such as sparks, flames or hot surfaces.
- 4. Accessible at all times, but away from staircases or main traffic routes where cylinders may be dangerous obstacles.
- 5. Labelled with suitable warning signs.
- 6. Kept at a temperature recommended by the manufacturer.
- 7. Inspected on a regular basis for deficiencies such as leaking or damaged canisters or poor housekeeping.

Training related to the use of pressurized gas containers will also include the following topics:

• Proper tank installation

- Safe work practices
- Cylinder/tank valves and connections
- Good housekeeping practices

- Cylinder/tank safety devices
- Ventilation best practices
- How to safely move cylinders
- How to prepare cylinders/tanks for transport •
- How to safely withdraw cylinder/tank content

- Maintenance procedures
- Proper use of PPE
- What to do in an emergency
 - Record keeping requirements

Management will consult with employees and their representatives on the development of written documentation related to process hazards analyses and provide them with results. Written procedures for the operation of equipment will address, at a minimum, initial start-up, normal and temporary operations, normal and emergency shutdown procedures, operating limits and consequences of deviation, and safety and health considerations. 24 CFR Part 1910.119(c). See also International Fire Code Chapter 53: Compressed gasses.

K. Prohibition of Smoking in the Workplace

There is no OSHA regulation that specifically addresses tobacco smoke in the workplace, but California OSHA does include it on the cannabis-specific list of OSHA topics, so it is included here. The most relevant regulation, 29 CFR 1910.1000, *Air contaminants*, limits employee exposure to several of the main chemical components found in tobacco smoke. Other federal agencies have released more specific guidance related to workplace tobacco policies. The CDC refers employers to the 2015 publication *Promoting Health and Preventing Disease and Injury Through Workplace Tobacco Policies* (Current Intelligence Bulletin 67). Based on the recommendations in this document, the following policies will be enacted:

- No indoor smoking will be allowed.
- Smoking (including e-cigarettes) will be restricted to outdoor areas more than 50 feet from entrances, exits, and air intakes.
- Smoking will not be permitted in vehicles owned by the company.
- The following information will be provided to employees:
 - o Tobacco-related health risks and benefits of quitting.
 - Health risks of exposure to secondhand smoke.

Risks of smoking near flammable materials, what materials on the premises are flammable, actions taken by the company to reduce these risks, and what the worker can do to reduce risks.

- How to access employer-provided and publicly available tobacco cessation programs.
- Employees (smokers, former smokers, and nonsmokers) will be encouraged to provide input on non-smoking policies.

L. Repetitive Motion Injuries/Ergonomics

Employees at cultivation facilities are at risk of experiencing musculoskeletal injuries from repeatedly using scanners or hand tools, bending, squatting, lifting or reaching, as well as other activities related to typical office/business functions like using computer equipment or sitting/standing for long periods of time.

There is no OSHA regulation that specifically addresses repetitive motion injuries, but the agency may address such injuries under the General Duty Clause. One of the resources OSHA recommends to employers is Elements of Ergonomics Programs produced by the National Institute for Occupational Safety and Health. These recommended steps from that document will be followed to address musculoskeletal concerns in the workplace:

- Identify risk factors
- Collect health and medical evidence
- Evaluate sample ergonomic programs
- Maintain management commitment and employee involvement
- Involve and train management and workers
- Implement the program
- Promote worker recovery through health care management and a return-to-work program

M. Slips, Trips, Falls and Use of Ladders

Safety related to walking and working surfaces will be handled according to 29 CFR 1910.21 and 1910.22. The grow rooms at cultivation facilities may have damp surfaces due to the levels of humidity in the environment. Special care will be given to work surfaces in

these rooms. The primary method to prevent slips, trips and falls is to maintain safe walking-working surfaces. To ensure safe working surfaces:

- All walking-working surfaces will be kept clean, dry and free of clutter.
- If floors may become damp due to wet processes, mats will be installed to prevent slick surfaces.
- Areas where employees walk and work will be free of hazards such as protruding objects, loose boards or tiles, corrosion, spills, etc.
- Surfaces will be inspected regularly, and hazards will be corrected or repaired as soon as possible. If a problem cannot be immediately addressed, barriers will be used to prevent access to the area.

Ladders provided for employee use will meet regulatory requirements specified in 29 CFR 1910.23. Management will ensure that:

- Ladder rungs and steps are parallel, level, and uniformly spaced between 10 and 14 inches apart.
- Portable ladder rungs are at least 11.5 inches wide and fixed ladder rungs are at least 16 inches wide.
- Steps on stepstools are between 8 and 12 inches apart and at least 10.5 inches wide.
- Portable ladders have spreaders and are primarily made of non-conductive materials and not painted or covered in a manner that could hide defects.
- Employees will receive training on the safe use of ladders.

13.9. Confidential Information and Cybersecurity Plan.

Company prioritizes cybersecurity in its use of cloud-based software applications and internet connectivity. Our cybersecurity policies and procedures apply to senior staff, employees, vendors, on-site contractors and anyone who may have access to Company's computer and software systems. It is the obligation of all users of the company systems to protect the technology and information assets of the company.

The technology and information assets of the company are made up of the following components:

- **Computer Hardware** CPUs, disks, email/web/application servers, and PC systems
- System Software operating systems, database management systems, backup/restore software

- Application Software Custom written applications, customized third-party applications, and unaltered third-party applications
- Communications Network Hardware and Software routers, hubs, modems, switches, firewalls, etc.

A. Classification of Information

User information and company information found in computer system files and databases will be classified as *confidential* or *non-confidential*. Examples of confidential data include:

- Cannabis/cannabis item inventory data
- Classified financial information
- Customer data
- Cannabis plant and product data
- Vendor information
- Formulas, procedures, and other intellectual property

The CCO is responsible for reviewing and approving the classification of information to determine the appropriate security level designation. Security Levels will be divided into 3 levels--high, medium and low.

High	The system contains confidential information. Information cannot be revealed to
	anyone outside the company, and also cannot be shared with non-authorized
	employees inside the company. High-security systems provide essential
	information for the functioning of the company.
Medium	This system provides access to the high-security systems. It is not externally
	accessible.
Low	These systems are externally accessible (i.e., from a personal computer of an
	employee working from home). It does not contain confidential information.

Typically, the biggest security threats presented to a company are from its own employees, either purposefully or as a result of errors in operating tech systems. These problems can be somewhat mitigated through creation of user access levels, allowing access only during business hours, keeping login credentials secure (unshared), promptly

removing access from terminated or disciplined employees, and keeping data logs on all employee computer activity.

B. Internet Access

The company will provide internet access to employees and contractors who have a business need for access. Permission must be obtained from the Manager on a case by case basis. The internet access must be used for company business only and cannot be used for transmitting, receiving or storing any communications that are discriminatory, harassing, obscene, pornographic, defamatory, threatening, involving chain letters, illegal, or for personal gain.

Company's computer system users will be divided into the following classifications:

User Type	Rights and Responsibilities
Business Partners	Access is allowed to selected applications based on contractual agreements.
State Agencies	Access is allowed to selected applications based on regulatory requirements.
Contractors and Consultants	Access to software and hardware systems as required, for short term use, to adequately perform job functions.
Systems Analyst/Programmer	Access to applications and databases as needed to perform job functions. Access to hardware and firewall settings will not be allowed.
Security/System Administrator	Access to computer systems, routers, hubs, and other system infrastructure, as needed to properly perform job functions.
Employees	Access is allowed
General Public	There will be no internet access for the general public or for authorized visitors with no specific company related need to access the internet.

C. Cybersecurity Access Control

Company will maintain strict access control to ensure each designation of computer system access listed above is kept only by individuals authorized accordingly. This includes careful management of username and passwords, creating different logon credential classifications to make the associated access level obvious to the user, written training on access levels and associated rights and responsibility, regular checking and updating of login credentials, and holding employees and contractors personally accountable for all computer activities undertaken under their login identity.

D. Employee Policies

All employees and contractors are responsible for protecting the company's information and computer systems.

Acceptable Use

- Employee user accounts on company computers and devices are only to be used for
 the business of the company, and not for any personal reason. Unauthorized use
 may result in disciplinary action, termination or potential criminal prosecution,
 depending on the level of violation.
- Employees are personally responsible for protecting all confidential information stored on their computers and devices, including usernames and passwords, and are not allowed to distribute credentials or other information without authorization from the management.
- Employees are not allowed to use company computer systems or resources in ways
 that might be construed as harassment towards others, result in system
 degradation, cause a diversion of resources, or lead to access to unauthorized
 higher-security company systems.
- Employees are not allowed to attach their personal devices to company computer systems without authorization from a supervisor.
- Employees are required to report any discovered weaknesses in the company computer systems to a supervisor who will document and report the findings to senior management.

Device Security- Use of Personal Devices

Logging in to any of the company's accounts from personal devices such as mobile phones, tablets or laptops will not be allowed. Devices for personal use will be kept stored with other personal items in the locker room or break room.

For company owned devices used on the job, employees will be required to:

- Keep all electronic devices' password secured and protected
- Log into the company's accounts only through safe networks
- Install security updates on a regular basis
- Upgrade antivirus software on a regular basis
- Never leave devices unprotected while not in use
- Lock computers/devices when not in use or not in the physical presence of the employee

Email Security

Emails are a risk for carrying viruses and other security risks. In order to avoid virus infection or data theft, the company's policy is to require employees to:

- Refrain from opening attachments or clicking any links in situations when the associated content very clearly safe
- Check email addresses and names of senders to ensure no misrepresentation.
- Be aware of suspicious inconsistencies
- Do not respond to emails not related to their specific job directive
- Contact the company's IT department in the case of any questions or confusion,
 before proceeding with a suspicious email exchange

Managing Passwords

Best practices for setting up passwords:

- Passwords should have at least 8 characters (must contain capital and lower-case letters, numbers and symbols)
- Do not write down password and leave it unprotected
- Do not exchange credentials when not requested or approved by supervisor
- Change passwords every 6 months

Transferring Data

Data transfer is one of the most common ways cybercrimes happen. Follow these steps when transferring data:

- · Avoid transferring personal data such as customer and employee confidential data
- Only share data over the company's secure network
- Only share data if approved by a supervisor to do so

Working Remotely

When working remotely, all of Company's cybersecurity policies and procedures must be followed. Confidential information will not be accessible from remote computers and connections. Authorization to work remotely will be granted on a case by case basis, and only for a specific period of time. This must be done with a unique and secure ID for each login session.

Disciplinary Action

When Company's cybersecurity policies are not followed, disciplinary actions will be taken. Some examples of disciplinary actions include:

- In case of breaches that are intentional or repeated, and are harmful to our company, Company will take serious actions including the possibility of termination and criminal prosecution.
- Depending on how serious the breach is, there will be limited of warnings
- Each case and incidence will be assessed on a case-by-case basis.

Monitoring Computer Use

Company has the right and capability to monitor, collect and store electronic information generated by employees and contractors on the company's computer systems and networks. Users of the systems will be made aware upon hire that their on-site computer usage patterns and data should not be considered private. We do not want to create a culture of distrust; this right and capability on the part of the company will be used only as-needed to maintain safe and professional working conditions for all involved.

E. Cybersecurity Incident Handling SOP:

The IT Manager will be responsible for implementing the Cybersecurity Incident Handling SOP. The steps are as follows:

- 1. Assess the scope of the incident. Investigate alerts from active security tools and acknowledge any new detections.
- 2. Isolate affected endpoint(s) from the network to prevent malware from moving laterally throughout the environment.
- 3. Kill running process(es) associated with malware.
- 4. Delete any identified malicious codes.
- 5. Block any IP addresses appearing to be involved with the attack.
- 6. Remove any suspicious persistence mechanisms (Scheduled Tasks, Autorun Keys, etc.).
- 7. Minimize risk of a future attack by assessing administrative controls. Review account usage and reset passwords, limit administrative access where possible, and disable unnecessary file sharing access.
- 8. Patch vulnerable systems.
- 9. Mark relevant detections and alerts as remediated.
- 10. Identify and document the scope and severity of the damage
- 11. Complete Incident Report
- 12. Notify Supervisor/s, as required, to report the incident, its scope/damage and all further recommended steps for repair and prevention from future similar attacks.

F. Confidentiality Procedure

1. Maintaining Privacy and Confidentiality

This procedure outlines the policies and procedures that protect customers' privacy, confidentiality, and delivery purchase information. Delivery purchase information includes a customer's name, address, order contents, payment information, and other private data collected to complete a delivery transaction. Protecting this data is critical for compliance with local and state laws and regulations. Proper policies related to privacy and confidentiality protect the Company from penalties and civil liabilities while preserving trust and goodwill with customers.

This procedure contains detailed information about company policies related to customer privacy and confidentiality, including the use of appropriate software, training requirements, digital and paper document storage, and more. The procedure includes precautions before, during, and after delivery.

All personnel involved in any part of the delivery process are accountable for knowing the policies and procedures outlined here - including delivery, administrative, and inventory management personnel. The Custodian of Records oversees the management and arching of digital and paper records. They are also responsible for monitoring the implementation of the procedure and reporting back to the Manager about necessary changes or additional training needed.

2. Policies

- The Company's policy is to protect customers' privacy, confidentiality, and purchase information.
- The Company designates the Custodian of Records to oversee digital and paper records management and archiving.
- The Company uses data privacy management software using encryption technology to protect customers' purchase information and other sensitive customer data in compliance with state and local laws.
- The Company does not collect or maintain personal information about customers except the information that a cannabis business typically acquires in a financial transaction.
- Notwithstanding the policy of limited data collection, the Company will collect and protect customer and patient information necessary to complete a transaction using secure software and hardware.
- The Company includes training in state and federal privacy and confidentiality laws pertaining to delivery customers' personal information.
- The Company does not keep digital or paper copies of the customer's photographic identification.
- The Company maintains business records according to all applicable laws.
- Delivery personnel access the Company's inventory and sales tracking software using unique and confidential login credentials. Personnel do not share login credentials.
- Paper records related to delivery transactions are stored in a secure filing cabinet(s) that is locked when not in use.

3. Supplies Needed

- Access to the Commission-mandated inventory management system (IMS)
- Access to the Company's inventory tracking system (ITC), if applicable
- Access to the Company's paper and digital records storage systems, if necessary
- Unique and confidential login credentials for each electronic system necessary
- A key or combination to the secure filing cabinet, if authorized

4. Procedure

- 1. Login to the IMS or ITC using unique and confidential login credentials issued by the IT Manager.
- 2. Enter the data that is necessary to complete a delivery transaction into the IMS or ITC, including the customer purchase information. The mobile application or website used to place an order may collect and download this information automatically. Do not record customer purchase information or personal data on paper or other devices.
- 3. When delivering cannabis products, keep the individual customer delivery receipts secure.
- 4. If there are paper records related to a delivery transaction that contain customer information, verify that the data necessary to complete the delivery transaction is recorded in the IMS or ITC before shredding the paper record.
- 5. If there are paper records related to a delivery transaction that contains customer information that must be retained for a bona fide business purpose (e.g., signed paper copies of the customer delivery receipt), do one of the following:
 - a. Scan the paper records to be saved into the Company's digital record system and transmit the files to the Custodian of Records, or
 - b. Transmit the paper records to the Custodian of Records for filing in the secure paper filing cabinets.
- 6. If filing paper records in the secure filing cabinet:
 - a. Do not leave documents in a "to be filed" tray or folder unless the container is located in a secure location approved in advance by the Custodian of Records.

b. File the documents in the cabinet according to established protocols (e.g., alphabetical, by date, by transaction number, etc.).

- c. Lock the secure filing cabinet after the filing is complete.
- 7. If saving files to the digital records system:
 - a. Save all files per the Company's digital document naming protocols established by the Custodian of Records.
 - b. Verify that the file is saved and that the name condoms to protocols before completing the data entry.
 - c. Log out of the system before leaving the terminal to prevent unauthorized use or the visibility of customer information on the monitor.
- 8. Report any breach of customer privacy or confidentiality to the Custodian of Records for further investigation as soon as the breach is discovered.

13.10. <u>A plan for tracking and proper disposal of waste cannabis or medical cannabis, as necessary.</u>

To render cannabis products unusable, Company will grind the plant or infused product and incorporate the resulting material with other ground materials so the final mixture is at least 50% non-cannabis waste by volume. No other methods to render cannabis waste unusable will be used unless approved by the Regulatory Authority before implementation. Cannabis waste will not be sold. Cannabis waste rendered unusable will be delivered to a permitted solid waste facility for final disposition.

All waste and unusable products will be weighed, recorded and entered into the Statewide Seed-to-Sale Tracking System ("SSTS") prior to mixing and disposal. Verification of this event shall be performed by a supervisor and conducted in an area with video surveillance.

Upon the destruction and disposal of any tagged item, the associated product identification (ID) number will be retired from the SSTS. Records related to the batch, destruction and disposal of the product associated with the ID number will be retained for the required length of time, if any such requirements exist.

13.11. Security Plan: Pursuant to Guide instructions, provided at Exhibit 18.

13.12.**Grow Plan.**

Company plans to employ an indoor cultivation and processing strategy known in the industry as a "perpetual harvest system" and is necessary to keep workers engaged in their areas of expertise, as well as to continuously supply fresh cannabis products to retail outlets. The terpenes and moisture levels in cannabis are delicate, so material must be moved swiftly and regularly through the process of "seed to sale" in order to maximize product quality, purity and customer satisfaction. Each week, one entire flowering room will be harvested and the room will be completely cleared and sanitized before being refilled for the next cycle.

13.13. A detailed plan to ensure chain of custody, inventory, and tracking of cannabis and medical cannabis within each cultivation facility, and to interface with the Statewide Seed-to-Sale Tracking System.

Company is committed to actively controlling all product inventory to prevent theft, diversion, access by minors or others outside the regulated system. The system used to track and trace products, hereafter referred to as the Statewide Seed-to-Sale Tracking System ("SSTS"), will be selected by the regulating authority.

The policies in this plan apply to all individuals involved with Company, including owners, officers, employees, agents and others representing the company.

Where the "SSTS" is referred to in this plan, it also covers, when applicable, integrated Application Programming Interfaces (APIs), including a Point of Sale system, or other Enterprise Resource Planning (ERP) softwares that are used to enhance tracking of products. To ensure compliance with tracking regulations, only APIs/ERPs approved by regulating authorities will be added to the SSTS.

A. Roles and Responsibilities

1. Chief Compliance Officer

The Chief Compliance Officer (CCO) will be responsible for implementing the Plan through the designation and management of the Inventory Control Manager. The CCO will compile a list of reports to be run from the SSTS on a daily, weekly, monthly, quarterly, or annual basis.

2. Inventory Control Manager

The Inventory Control Manager (ICM) and his/her designees will be responsible for the implementation and operation of this plan and providing reports to the CCO according to the specified schedule.

3. Computing Security Manager

The Computing Security Manager (CSM), in cooperation with the ICM, will be responsible for ensuring that any portion of the SSTS that resides within the company's computing system and all related files are protected from unauthorized access or tampering and be involved in the storage and retention of electronic records as needed.

4. Record Keeping Manager

The Record Keeping Manager will be responsible for archiving paper and electronic records and following the retention policy developed by senior management.

5. Employee Involvement

Staff will be asked to review inventory control procedures related to their specific tasks at least once per year and give recommendations for improvements.

B. Statewide Seed-to-Sale Tracking System (SSTS) Management

The SSTS authorized by the regulating authority will serve as the system of record used to document the movement of each product item throughout its presence on the premises.

Company will provide sufficient funding to hire the number and quality of personnel necessary to support the SSTS at a high level of efficiency. The company will also ensure that staff have adequate computing and other necessary equipment to meet all requirements within specified time frames.

At a minimum, at least one person, the Inventory Control Manager (ICM), will be fully trained in the use of the system and be the contact with the system vendor.

The ICM will ensure that all employees are fully trained in the day-to-day use of the SSTS, in addition to legal requirements, procedures in the event of a loss of access, etc., prior to first use of the system. He/she will ensure that enough personnel are trained in the use of the SSTS such that at least one employee will be on the premises during business hours who has the knowledge to solve problems that staff may encounter while carrying out normal business duties.

Training modules provided by the vendor of the SSTS will be utilized to educate employees in the use of the system. Supplementary training specific to Company's procedures will be developed to ensure all aspects of the inventory system are covered. Training may include videos, webinars, printed materials, quizzes, group activities, shadow training with peers, etc.

The ICM or his/her designee is responsible for keeping a record of training, including the date training occurred, type of training, the signature of the employee upon completion of training, the signature of an authorized person who can verify completion of training and the date retraining is due, if applicable. Training documentation will be forwarded to the Record Keeper.

Each employee will have unique login credentials which can be traced back to the system user. Intentionally entering false information into the SSTS with the intent to divert product from the company or otherwise cause harm will result in termination and be reported to the authorities.

The ICM will keep a record of all employees with access to the system in a separate file outside the SSTS to ensure access to the information if the SSTS is offline. The ICM and the Executive Staff will have the authority to lock an employee out of the system for each facility during temporary leave (example: maternity leave or vacation) or any other situation that merits such action.

The ICM will be responsible for adding and disabling employee accounts in the SSTS and will ensure the deletion of access credentials of an employee leaving the company according to company policy.

The ICM will be responsible for staying informed on changes made by the vendor and forwarding any relevant changes to senior management and the Computing Security Officer, if applicable.

Any notices received from the regulating authorities related to inventory tracking will be immediately forwarded to the ICM.

In consultation with the CCO and each department manager, the ICM will recommend changes and amendments to the Inventory Control Plan on an annual basis.

C. Physical Controls

The company will implement physical controls to ensure that all products are adequately tagged and inventory equipment is available and maintained.

- Every controlled product item will be tagged with a QR code to track its movement through the system.
- Company will implement the use of barcode scanners to ensure a high level of
 efficiency and to reduce errors that could be introduced into the system through
 manual entry.
- The ICM will monitor the tag inventory and ensure that an adequate number of QR code tags are ordered to tag all plants and packages.
- Scales used on the premises will be incorporated into the inventory control system
 to minimize incorrect data entry or diversion. Wet weight or net weight will be
 measured, recorded and reported in ounces or pounds.
- Each storage location will be labeled with a unique identification code to reduce data entry errors during the tracking process.
- The ICM will keep on premises at least one backup scanner and other equipment to replace items that, if nonfunctioning, would reduce the efficiency of the inventory management process.
- The ICM or his/her designee is responsible for ensuring that SSTS equipment is in good working condition, maintained according to the manufacturer's recommendations and is properly charged or otherwise ready for use each day.
- All portable equipment related to the SSTS will be stored in a secured location when
 not in use to prevent tampering or theft. At the close of business the ICM or his/her
 designee will take a count of portable equipment being secured to ensure all items
 are accounted for.
- All plugged-in equipment related to the SSTS will be connected to the backup power system to ensure functionality in the event of an electrical outage.

D. Access Permissions

Each employee will be given access to the SSTS according to the employee type. Company will use the following access permissions similar to the following:

Employee	Admin	Plants	Packages	Transfers	Transfers Hub	Sales	Reports
Owner	X	X	X	X	X	X	Х
Chief Compliance Officer	X	X	X	X	X	X	Х
Inventory Control Manager		X	X	X	X	X	X
Bud Tender		X					
Grower		X					
Sampler		X					
Trimmer		X					

E. Product Inventory Management

Controlled items to be tagged with a QR code include cannabis seeds, plants and any item containing materials derived from these plants.

F. Receipt of New Inventory

Cannabis products will be received during regular business hours. Designated senior personnel will receive cannabis goods in person. All personnel designated to receive cannabis goods will be authorized account users with training on how to receive inventory using the SSTS or accompanied by an authorized account user with the training. A member of the Security Staff will be present during the receipt of inventory according to the procedures described in the Comprehensive Security Plan. Delivered items will be compared to the manifest in the SSTS. The following information will be verified:

- Product description
- Weight or count

 Name, address and license number of the business that transported the product to the premises

• Name, address and license number of the seller

If the items being transferred are plants or seeds, receiving personnel will also conduct a quality assessment to ensure that (1) immature plants are clean, free of pests and healthy; and (2) packages of seeds are undamaged.

After verification, Company will do one of the following:

- Reject all packages listed on manifest, if applicable
- Make modifications to quantity, if applicable, or reject individual packages
- Accept the transfer in total

Any items that are not entered into the system on the same day they are received will be stored in a secured location with appropriate environmental controls separate from other materials that have been entered into the system.

G. Inventory Management Specific to Cultivation

Prior to adding plants to the SSTS, the ICM will enter strain information to the system. The following types of information will be included:

- Cultivar name
- Testing status
- THC and CBD content
- Indica and Sativa levels

Company will use a specific tag designed for cannabis and a high UV and wet environment. The tag will have a hole to allow for its attachment to the plant with a zip tie. It is anticipated that the vendor of the SSTS selected by the Regulating Authority will be the tag supplier. The plant tag will have the following information:

- Name
- Category
- Unit of measure
- Indication of Medical or Retail application
- Facility name
- Order date
- Barcode/QR code

The plant tag will be placed on the plant according to regulations.

Employees will verify that the tag number is in the inventory system before applying it to a plant or package. Cuttings to be used for cloning will be assigned a QR code per every group of 100 or fewer cuttings which will include the same information required for seeds above. This is hereafter referred to as an immature plant group.

If immature plants are to be sold individually at a retail facility, each plant will be assigned a new QR code prior to leaving the nursery. The information connected to the new QR code will be traceable to the immature plant group QR code the plant is from and all associated information.

Individual immature plants will be tagged with new, separate QR codes upon the change of disposition to the vegetative phase. The information connected to the new QR code will be traceable to the immature plant group QR code the plant is from and all associated information.

Additive information will be pre-entered into the SSTS to ensure the correct product name, EPA number, supplier and other details are available to employees using the system.

If a plant is manicured, the materials removed will be assigned a package tag. See the section titled Inventory Management Specific to Packaging/Labeling for packaging details. The following information will be recorded:

- Harvest name
- Plant QR code number
- Unit of measure
- Drying room
- Manicure date
- Manicure weight

Upon harvesting, the materials will be assigned a package tag. See the section titled Inventory Management Specific to Packaging/Labeling for packaging details. The following information will be entered into the SSTS:

- Harvest name
- Unit of measure
- Drying room
- Harvest date

- Plant QR code number
- Weight

Each change in disposition will be tracked through the SSTS. At a minimum this will include the movement of products at the following points of cultivation:

- Immature plant group
- Vegetative plant
- Flowering plant
- Harvest batch
- Package

Upon transferring a tagged plant or immature plant group from one location to another within the facility or changing the disposition of the item, the SSTS user(s) will record along with the QR code information:

- If the item is an immature plant, it will be assigned a new plant tag before being placed in the vegitative room.
- The room the plant is being moved to
- The new phase the plant is entering (vegitative or flowering)
- Change date

H. Harvest Batch Testing

For the purposes of testing a sample from a harvest batch, the following information will be entered into the SSTS:

- QR code from the tag that will be applied to the testing sample package
- Item name
- Quantity in testing sample package
- Package date
- Process validation information
- Harvest or manicure batch information
- Quantity of batch (this represents the amount pulled from the larger package or batch; the unit of measure will be for the size or weight of the larger package)

The harvest batch will be assigned a new QR code. The information connected to the new QR code will include a list of all plant QR codes within the batch and all associated information. The new QR code should specify how many containers are in the batch.

If any new derivative products are produced during trimming and other processing, each product will receive a new QR code that contains the information from the batch.

I. Inventory Management Specific to Manufacturing

The plant product packages used to create concentrates will be tracked through the SSTS. Concentrates will be given new package tags that trace the materials back to the plant package QR codes. Company will use the Cova ERP system to track materials through the manufacturing process, including plant materials, ingredients and finished goods. Details about each production batch will be accessible through the system, including:

- Extraction/Production method
- Machinery used
- Expiration dates
- Product test results
 - J. Inventory Management Specific to Packaging/Labeling (P/L)

In order to create packages, each inventory item will be entered into the SSTS. The following information will be included:

- Unique item name
- Category
 - Cultivar
 - Unit weight
 - Unit volume
- Unit of measure

Each package will have its own unique QR code tag. No package will leave the facility without a tag. It is anticipated that the vendor of the SSTS selected by the regulating authority will be the tag supplier. Each tag will include the following:

- Indication of Medical or Retail application
- Facility name
- Business license number
- Tag order date
- QR code

The package tag is composed of two segments. The larger segment will be applied to the package. The smaller segment will be applied to another container or paper documentation as needed.

K. Inventory Management Specific to Distribution/Transportation

Prior to creating a manifest, the business name, address and license number for each entity will be added to the SSTS. Details on the drivers, vehicles and packages will also be preloaded into the system. Upon creating a manifest for the transfer of products, the following information will be recorded in the SSTS:

- Destination
- Type of transfer
- The planned route
- Transfer schedule (estimated date/time for each departure and arrival)
- Transporter information
- Contact information of entity responsible for manifest
- Layover information, if applicable
- Driver information (identification number, name, license number)
- Vehicle information (make, model, license plate number)
- Package information
- Price information
 - **L.** Inventory Management Specific to Retail Sales

Sales of packages will be entered into the SSTS in one of the following ways:

- Manual entry
- Uploaded via electronic file
- Through the point of sale system

Transaction information will include the following:

- Date and time of sale
- Customer type
- Package QR code
- Quantity sold
- Unit of measure
- Dollar amount per package

13.14. <u>Disposal/Destruction</u>

The disposal or destruction of a plant or product will be carried out according to the Waste Management Plan. Failed plants from an immature plant group that has one QR code number will be removed from the group QR code number in the SSTS upon destruction. Two employees will verify the number of plants removed from the group prior to finalizing the action in the SSTS. If a plant is no longer viable, the waste will be recorded prior to recording its destruction. Upon destruction of a plant or product, the following information will be recorded in the SSTS for each QR code:

- Waste method
- Material mixed with plant or product
- Waste weight
- Reason for destruction
- Number of plants (if applicable)
- Plant state and phase (if applicable)
- Date of destruction
- Batch

After the destruction of a plant or product, the associated tag will be voided in the SSTS.

M. SSTS Notifications

The ICM or his/her designee will monitor and resolve all notifications from the SSTS within the allotted time frame. If a notification cannot be resolved by the inventory management team, the CCO or other senior manager will be consulted at least 12 hours before a notification is due to be resolved. Only resolved notifications may be closed out or marked as resolved.

N. Inventory Reconciliation

An item-by-item inventory reconciliation of products on the premises will occur on a regular basis. A physical hand count of all plants and packages on the premises will be conducted by one authorized employee and independently verified by a second authorized employee. Products will be weighed when appropriate. Results of each inventory will be reviewed and signed off on by appropriate personnel. If any product is found to be missing, an audit will be conducted and the results reported to designated senior personnel. The Company will maintain a log of lost, stolen, or misappropriated products. Inventory

verifiers will be trained in recognizing the variability that may be caused by moisture loss and under what circumstances a change in weight must be reported as missing product.

For product that may be affected by moisture loss, if there is a higher-than-expected discrepancy in the inventory, the reviewing employee will notify designated senior personnel, who will notify regulating authorities and/or law enforcement according to state and local regulations. For items not affected by moisture loss, stricter restrictions require that at a lower percentage of loss, the reviewing employee will notify designated senior personnel, who will notify regulating authorities and/or law enforcement according to state and local regulations.

If there is evidence of suspected theft or diversion, the reviewing employee will notify designated senior personnel, who will notify regulating authorities and/or law enforcement according to state and local regulations.

Any accidental errors found in the system will be corrected and documented.

O. Inventory Records Maintenance

Records will be maintained such that an accurate report of all inventory on the premises can be produced upon request from the regulating authority. The report will include such things as:

- Product QR code
- Product description
- Weight or count of the item
- Date and time received on the premises
- Sell by/expiration date
- Name and license number of the entity that transported the product to the premises
- Name and license number of the entity that sold the product to Company
- The amount paid for the item, including costs added for delivery, taxes, etc.

Records will be maintained such that information can be rapidly compiled according to the recall procedure. Senior management will determine a schedule for downloading and/or backing up inventory data and develop a retention schedule that complies with regulations. Inventory-related records will be considered sensitive data. Electronic versions will be protected according to the Computing Security section of the Comprehensive Security Plan.

P. Loss of Access to the SSTS

Employees will be trained in procedures to follow should there be a loss of access due to power outage, network outage, internet outage, or other unforeseen circumstance.

- If access to the system continues for longer than 60 minutes, any senior management members not on the premises will be notified either electronically or by phone.
- Employees will have immediate access to paper forms in order to collect required information normally procured electronically through the SSTS.
- As forms are being filled out, a second employee trained with advanced use of the SSTS will double check the information on each form for accuracy.
- As they are completed, paper forms will be collected by an authorized inventory control specialist and stored in a secured location.
- The ICM will document the date and time when access to the SSTS was lost, when it was restored and the cause for each loss of access.
- Once access to the system is restored, the ICM will ensure that all required information collected during the outage is entered into the SSTS within 3 business days.
- No controlled products will be transferred to another licensee until access to the SSTS has been restored and all missing data has been entered.

Due to the critical consequences that may result from theft or diversion during an unexpected event on the premises, all employees must report any suspicious behavior during a loss of access on the part of employees or others as soon as possible to a supervisor or security officer. Failure to prevent theft and diversion could potentially result in Company losing its license and having to close the facility.

Additional Notes:

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

Exhibit 14 – Machinery and Equipment

Verification

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

Gregory A. Cade	<u> </u>		
Printed Name of Verifying Official	Title of Verifying Individual		
Gregory A. Cade	12/30/2022		
Signature of Verifying Individual	Verification Date		

[Not Started, but completion expected 120 days after award]

14.1. Sales Contracts and Receipts, Lease Agreements, and Other Documentation

At this time, Applicant has no equipment specific to, or specifically designated for, cannabis cultivation.

14.2. Specifications and Operating Manuals

At this time, Applicant has no equipment specific to, or specifically designated for, cannabis cultivation.

Additional Notes on this Exhibit:

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

<u>Exhibit 15 –</u> <u>Receiving and Shipping Plan</u>

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.

Gregory A. Cade	Owner		
Printed Name of Verifying Official	Title of Verifying Individual		
Gregory A. Cade	12/30/2022		
Signature of Verifying Individual	Verification Date		

[Completed]

15.1. OR Code details.

Controlled items to be tagged with a QR code include cannabis seeds, plants and any item containing materials derived from these plants.

Company will use a specific tag designed for cannabis and a high UV and wet environment. The tag will have a hole to allow for its attachment to the plant with a zip tie. The tag will contain a QR code that integrates with the Statewide-Seed-to-Sale Tracking System. The QR cod will have the following information linked to it in the Statewide-Seed-to-Sale Tracking System:

- Cultivator name/identification
- Facility identification
- Plant tag or harvest batch number
- Date of harvest
- Expiration date (or, if no expiration date, a notation that the expiration date does not apply)
- Date of the cultivator's State Laboratory testing approval
- QR code allowing this information to be integrated into the Statewide-Seed-to-Sale
 Tracking System

Employees will verify that the tag QR code number is in the inventory system before applying it to a plant or package.

15.2. <u>Outgoing cannabis – information logged into the Statewide-Seed-to-Sale</u> Tracking System.

The company will implement a software system that communications with the Statewide-Seed-to-Sale Tracking System and physical controls to ensure that all products are adequately tagged.

• Every controlled product item will be tagged with a QR code to track its movement through the system.

Company will implement the use of barcode scanners to ensure a high level of
efficiency and to reduce errors that could be introduced into the system through
manual entry.

- The Inventory Control Manager ("ICM") will keep on premises at least one backup scanner and other equipment to replace items that, if nonfunctioning, would reduce the efficiency of the inventory management process.
- The ICM or his/her designee will regularly check to confirm that all information from the QR code relating to outgoing cannabis, as well as the date and time of shipment, is uploaded from company's internal software and logged into the Statewide-Seed-to-Sale Tracking System.

15.3. Outgoing cannabis - Secure Transporter's manifest.

Company will make sure that a transport manifest has been generated to accompany each transportation activity. At a minimum, one printed copy of each manifest will be carried with the transported materials. The manifest will be in the format designated by regulating agency. The contents of the shipment and the details on the Manifest will be verified by the Inventory Control Manager or his/her designee and all required signatures must be obtained before the shipment is permitted to leave Company's facility.

15.4. <u>Incoming and outgoing cannabis – accurate and duly executed</u> manifest.

Cannabis products will be sent and received during regular business hours. Designated senior personnel will receive and send cannabis goods in person. All personnel designated to receive or cannabis goods will be authorized account users with training on how to receive inventory using or accompanied by an authorized account user with the training. A member of the Security Staff will be present during the receipt of inventory. Items will be compared to the manifest and verified.

After verification of delivered items, Company will do one of the following:

- Reject all packages listed on manifest, if applicable
- Make modifications to quantity, if applicable, or reject individual packages
- Accept the transfer in total

After verification of sent items, the Company will only allow transport if the shipment matches the manifest.

Finally, only after proper verification will the manifest be duly executed, and Company will confirm that all manifests sent and received are so executed

15.5. <u>Incoming and Outgoing cannabis – information logged into the Statewide-Seed-to-Sale Tracking System.</u>

All received deliveries or transported shipments will be promptly logged into the Statewide Seed-to-Sale Tracking System through use of the associated QR code for each item to be logged. All shipments will be sent and received in the presence of the Inventory Control Manager or his/her designee who is trained in the use of scanners, the company's internal inventory control software and the Statewide Seed-to-Sale Tracking System, who will be responsible to make sure the shipment is promptly logged.

Additional Notes:

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

Exhibit 16 – Facilities

Verification

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

Gregory A. Cade			
Printed Name of Verifying Official	Title of Verifying Individual		
Gregory A. Cade	12/30/2022		
Signature of Verifying Individual	Verification Date		

[Completed]

16.1 Facility Name and Type

Facility Name: Pheasant Hill Farms

Facility Type: Cultivation Facility

16.2 Physical Address & GPS Coordinates of Facility

12733 Pheasant Drive

McCalla, Alabama 35111

GPS Coordinates: 33°15'23.7" N, 87°11'47.1" W

16.3 Aerial photograph of Facility



Exhibit 16 - Facilities Page 1 of 12

16.4 Proof of Authorization to Occupy Property

Ask

16.5 - Local Jurisdiction Approvals

No applicable zoning ordinance.

16.6 - Blueprint of Facility

Attached "Blueprint - Pheasant Hill Farms"

16.7 - Facility Timetable

The applicant expects that construction of the Pheasant Hill Farms Cultivation Facility, including compliance with all facility requirements under the Act and the AMCC Rules, will be complete on or before July 1, 2023.

16.8 - Public Access to Facility

Pheasant Hill Farms will not be open to the public.

16.9 - Facility Hours of Operation / After Hours Contact

Applicant anticipates that Pheasant Hill Farms Cultivation Facility will be occupied by the applicant's employees Monday through Friday from 8:00 a.m. until 6:00 p.m.

After Hours Contact:

Gregory A. Cade 5204 Queensferry Lane Shoal Creek, Alabama 35242 205-790-1713

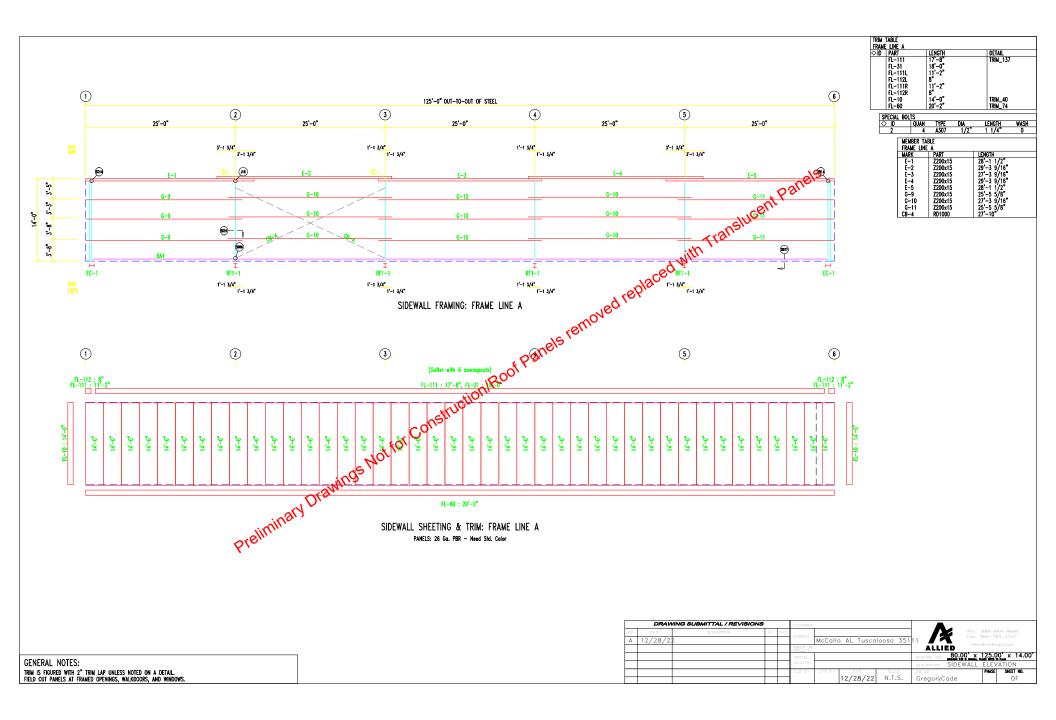
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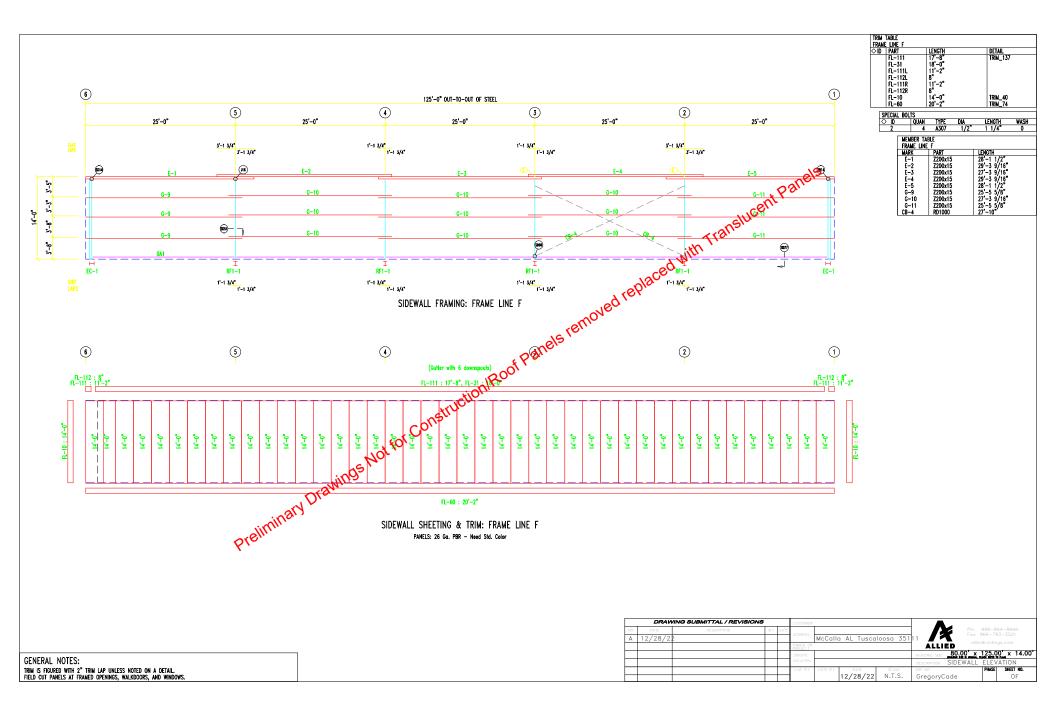
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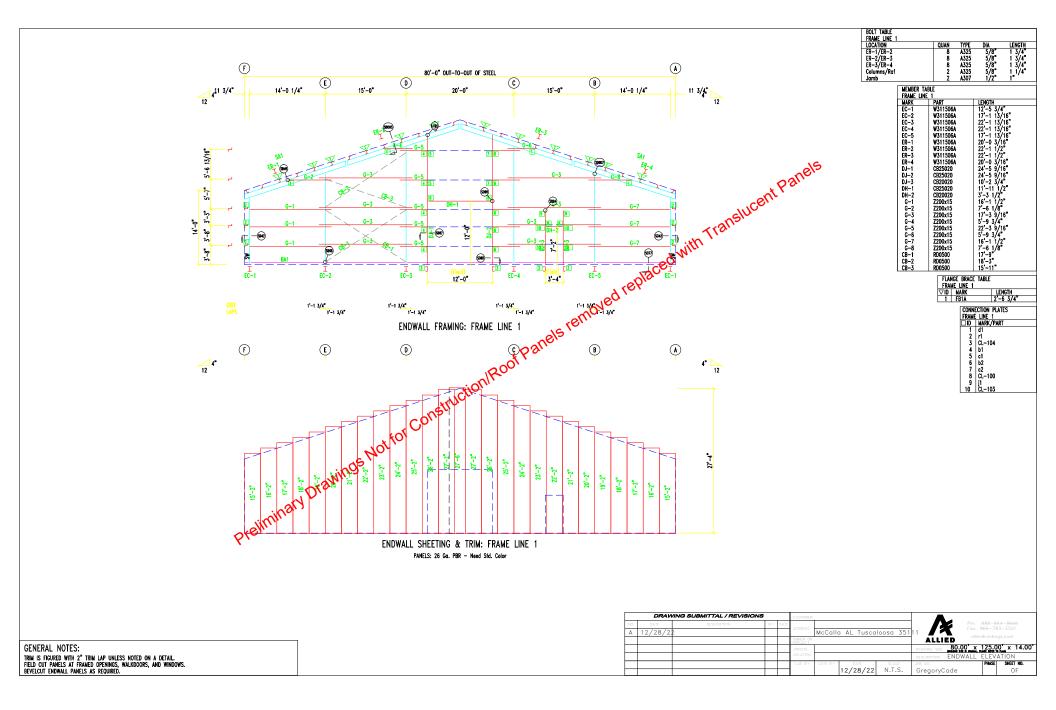
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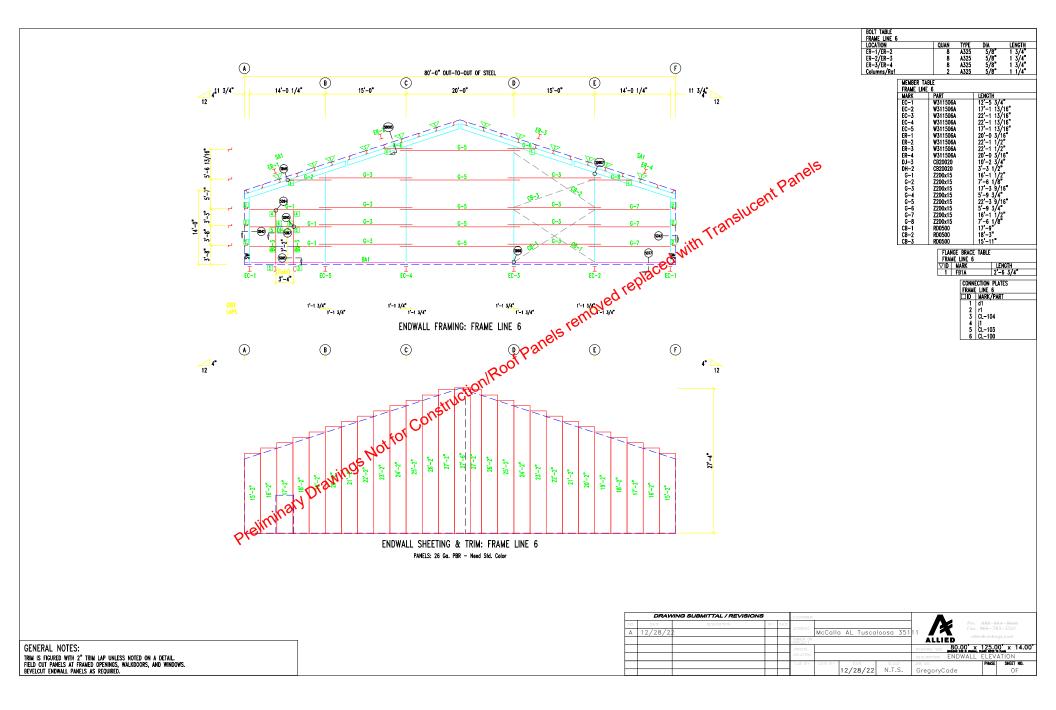
applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

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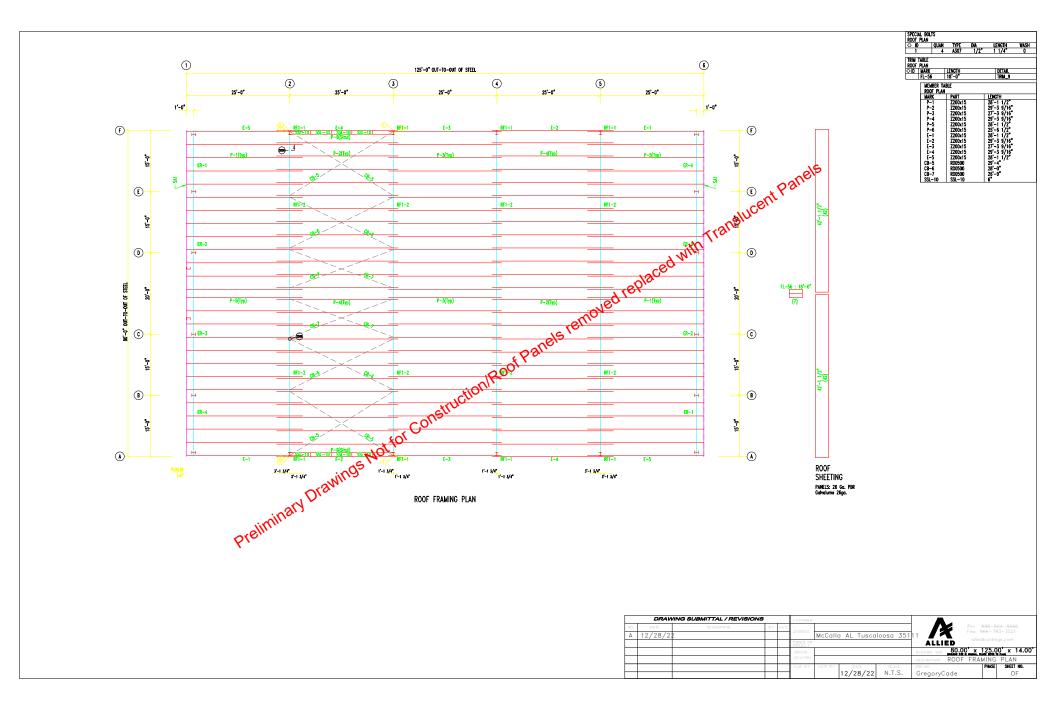


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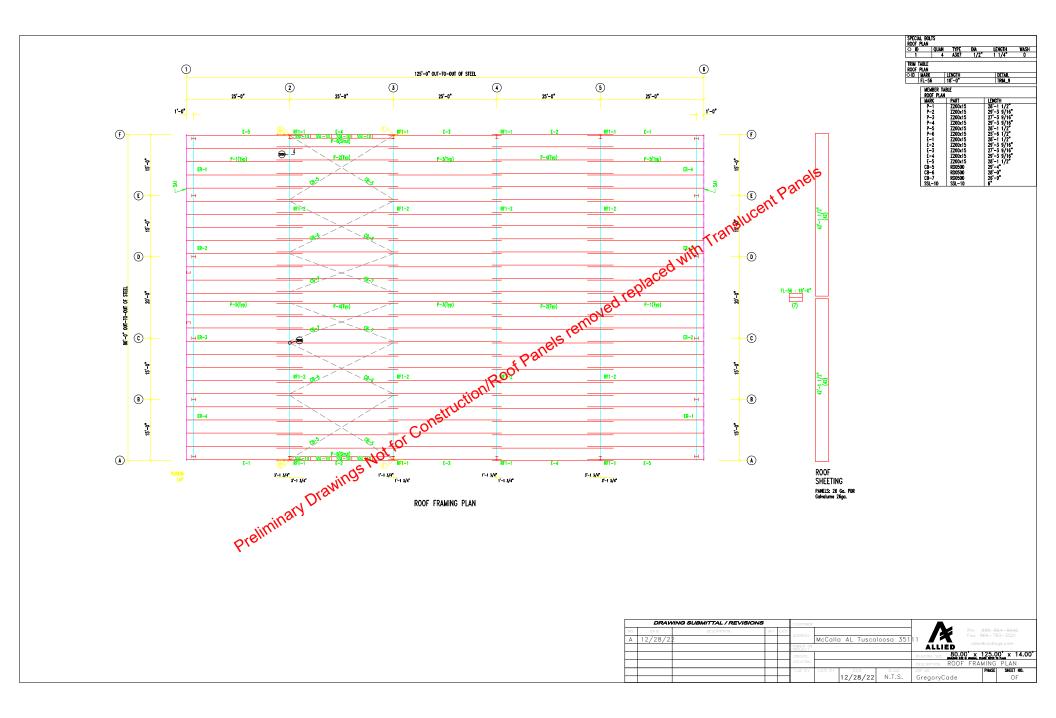


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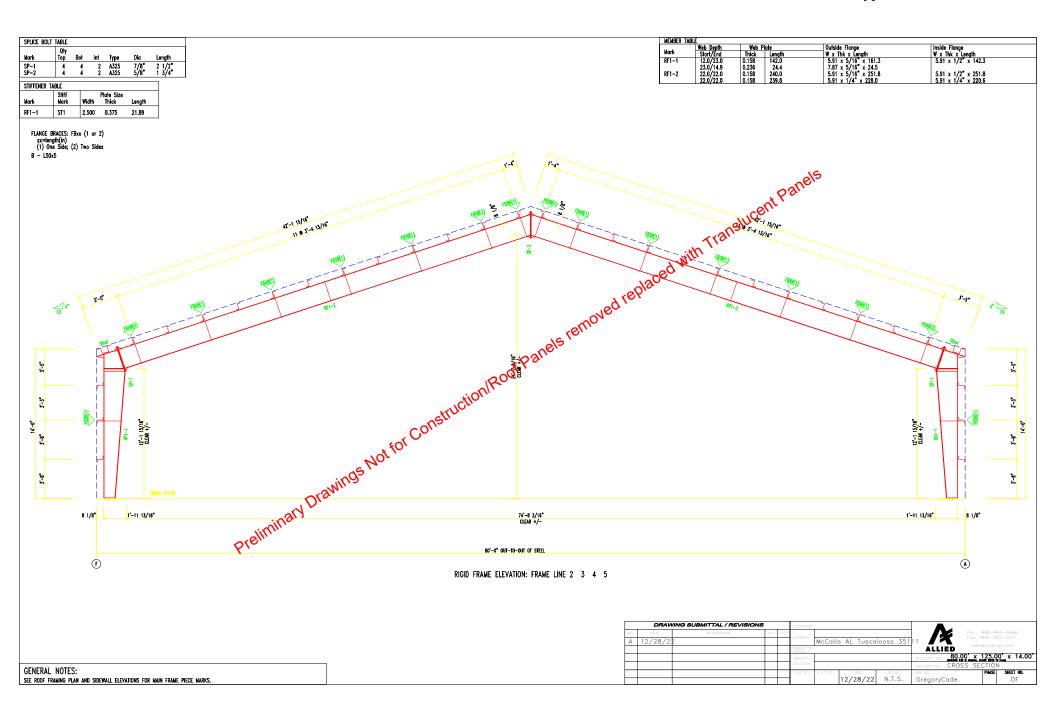


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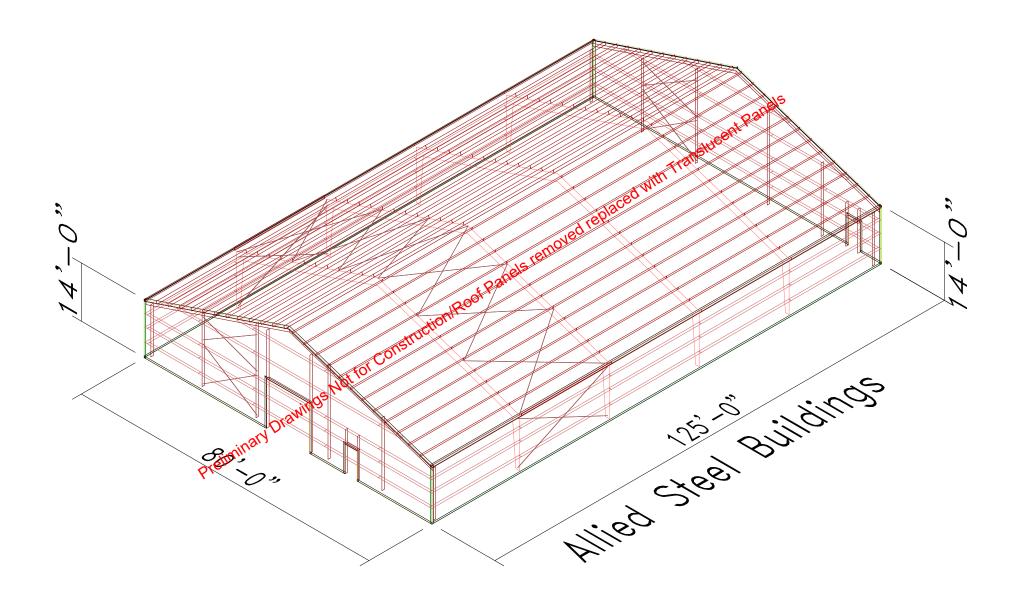


Exhibit 16 - Facilities Page 11 of 12

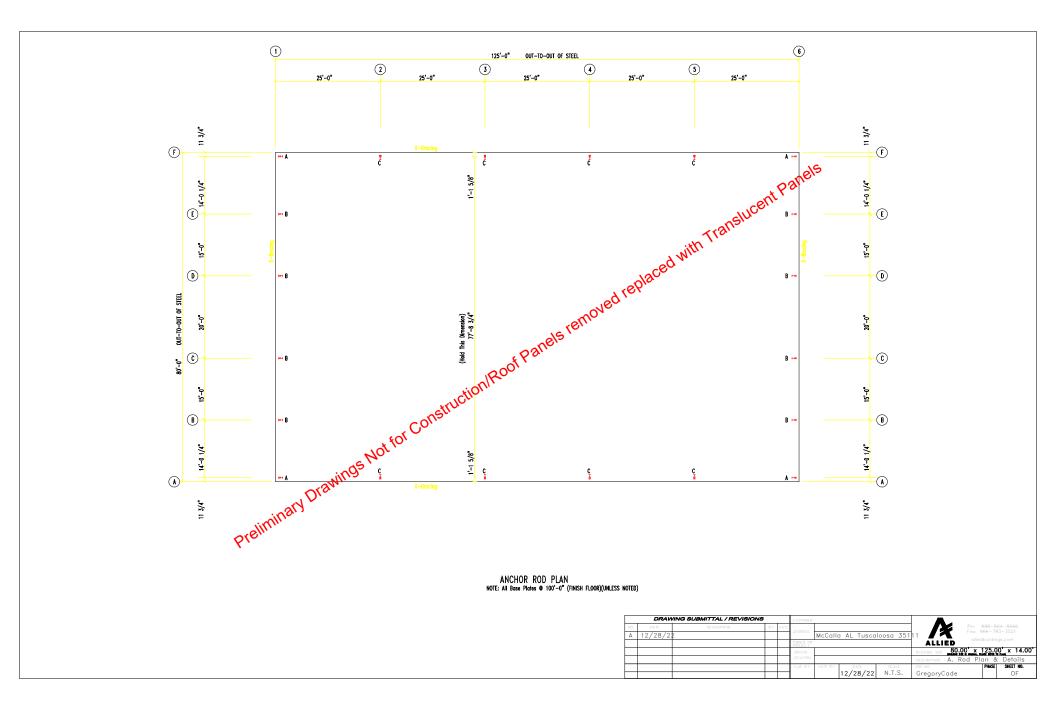


Exhibit 16 - Facilities Page 12 of 12

<u>Exhibit 17 –</u> <u>Engineering Plans and Specifications</u>

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.

Gregory A. Cade	<u>Owner</u>		
Printed Name of Verifying Official	Title of Verifying Individual		
Gregory A. Cade	12/30/2022		
Signature of Verifying Individual	Verification Date		

[Completed]

See attached blueprints and building proposal.

Additional Notes on this Exhibit:

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.



Contact: Gregory Cade

Location: McCalla, AL United

States

Date: 12/28/2022

WE PROVIDE STEEL STRUCTURE SOLUTIONS, BUT WHAT WE REALLY DELIVER IS PEACE OF MIND.



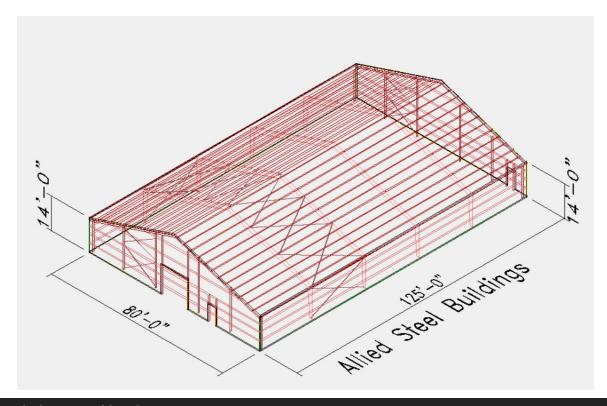




DESIGN | ENGINEERING | PROCUREMENT | MANAGEMENT | LOGISTICS | SUPPORT







Building Specifications

Your Building Name: Cannabis Facility

Dimensions: 80' wide x 125' long x 14' high eave x 4:12

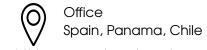
Building Design

Building Code & Load Criteria:***

a. IBC21

• Design loads as indicated below:

Wind Speed: 110 mph Client to Verify	Live Load 20 (reducible as allowed by code)
Exposure: C	Seismic Site Class: D
Collateral Load: 3 psf	Spectral Response Accelerations:Ss31.1 %, S1:10.2%
Roof Snow load: 3.5	Seismic Design Category: C
Ground Snow Load: 5	Occupancy Group: II









Design Deliverables



You will receive:

- Anchor Bolt Setting Plan with Foundation Reactions
- Approval Drawings Includes Connections and Details
- Erection Drawings
- For use in Installation of structural materials

Allied will collaborate with your team for proper coordination and communication.

Inclusions

Your structure includes:

- All columns, beams, purlins, and hardware
- All bracing for roof and walls (rod)
- Roof to be Translucent Panels
- Walls to be 26 gauge PBR- 20 year <u>panel finish</u> warranty
- All trims for roof and walls, pre-made in factory
- Primer applied in Factory -Grey Primer
- All purlins and girts Pre-Galvanized

Accessories:

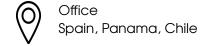
• 1 - 12'W x 12'H Roll Up Door, 2 - 3070 Steel Walk Doors

Exclusions from this proposal

 Allied excludes the design of foundations, Foundation anchor bolts, Windows, insulation. heating system, water, electrical, CO2 generator, Irrigation System, grow lights and ventilation system.

Project Management

Each project is supported by Allied's team of project management and logistical experts, providing collaboration, coordination, scheduling and direct support through each phase of the project.





Proposal Pricing	
Design services and supply of structural materials as outlined above	\$ 292,218.00
Freight (To site) Estimated at today's fuel rates and availability. Subject to change at time of delivery.	Included
Tax - Any applicable taxes not set forth herein will be added to the invoice	-
Price is only valid for 7 days TOTAL	*\$ 292,218.00

Payment schedule shall be as follows:

- 20% design/initial payment (due at acceptance of this proposal and serves as a notice to proceed with the outlined services)
- 40% fabrication payment (due prior to releasing materials into fabrication)
- 40% final payment one(1) week prior to delivery via wire transfer, mailing checks to our office or ACH. Plus applicable taxes.

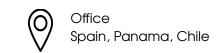
Please note:

*Your project manager will provide a tentative schedule outlining the milestones that must be met in order to meet this deadline. Please note, your local permit lead times may affect this schedule.

**Due to Allied's unique business model and ability to source materials from various locations, your structure may arrive in multiple shipments. Complete final payment is due upon loading of the first container as all other materials have been already sourced.

***The codes and building loads shown in this document are based on information provided to Allied or on readily available databases, and they are the basis for the price indicated above. Because local jurisdictions may have amendments that alter building codes and loads, the purchaser should verify the applicability of the above stated codes and loads. Changes can affect price and delivery.

Proposal Acceptance This proposal is approved and accepted by: Purchaser Allied Steel Buildings, Inc.







found below:



DESIGN | ENGINEERING | PROCUREMENT | MANAGEMENT | LOGISTICS | SUPPORT

Signature		Signature	
Printed Name	Date	Printed Name	Date
Signature above by purchas	er indicates acknowledge	ement and acceptance of terms of	and conditions

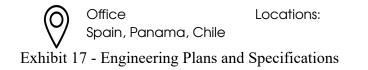
TERMS & CONDITIONS FOR THE SALE OF BUILDINGS

Effectiveness

The Building Order of which these Terms and Conditions are a part will become a binding Contract upon its acceptance in writing by an authorized representative of Allied Steel Buildings, Inc. ("Allied"). After such acceptance, it may not be rescinded by either party without cause. Please see the section "Termination" below.

Paymen

Time and terms of payment are of the essence. Charges for the goods and services contracted for purchase in the Building Order, as it may be changed (collectively, the "Purchased Goods"), are clearly indicated on the front of the Building Order or in a subsequent, written change order. Final payment will be made for the Purchased Goods by means of wire transfer, ACH, or other method assuring the immediate availability of funds (e.g., cashier's check) no later than the time of loading the goods for shipment, unless otherwise set forth in the Building Order. Purchased Goods manufactured to order or with custom specifications may require prepayment of all or part of the purchase price prior to shipment. Allied may, at any time and at Allied's sole discretion, require full or partial payment in advance of loading or in advance of manufacture. Notwithstanding any other provisions herein to the contrary, if at any time Allied in good faith determines that your credit has









become impaired, Allied may decline to deliver the Purchased Goods except for cash, in advance.

Terms regarding Purchased Goods

1. In some instances, and at your request, Allied may submit drawings to you, to be approved by you, of the Purchased Goods. The approval drawings may consist of plans, elevations, cross sections, details, and notes to describe the scope of materials and building components outlined in the Building Order. You may request additional sets of drawings which will be provided upon the payment of postage, reproduction, and handling fees. Within thirty (30) days, you must return a signed copy of the drawings indicating approval with or without modifications, otherwise the drawings will be automatically considered as approved. You may request additional time to approve by contacting Allied. Upon receipt by Allied of the approved drawings, Allied will proceed with the preparation of detailed shop drawings and the manufacture of the Purchased Goods. Note, however, that unless otherwise set forth in an executed Contract, Allied will only maintain the purchase price for forty-five (45) days from the date the Contract is signed. Unless you have directed fabrication prior to that time, Allied may adjust the purchase price based on market conditions effective at that time and you will be deemed to agree to such adjustment. If you repudiate the contract, the provisions of the Section titled "Termination" of these terms and conditions will apply.

2. You may request changes or upgrades. We will only be bound to comply with changes or upgrades outlined in a written Change Order signed by you, or your agent, and approved by Allied. The Change Order will describe the change and the modification to the Contract price.

3.Building size and all other dimensions are approximate and intended to identify standard sizes sold by Allied. Except when specifically indicated, all dimensions are exterior dimensions. No warranty or representation is given by Allied as to exact dimensions, as the same will vary depending upon concrete base and variations and are intended to identify generally gauge designations by steel producers. Your dimensions have been provided with this Contract. Any changes to those dimensions by you or not caused by Allied, may result in cost increase and delay.

4. You are solely responsible to assure that soil and subsoil conditions at the site are of sufficient density to support and sustain the foundation, the building, and any materials to be stored there.

5.Allied will have no responsibility whatsoever for the erection of the structure or structures that are to be built with the Purchased Goods and Allied will not be liable to you for any loss or damage resulting from or in connection with the erection of the said structure or structures. You hereby release Allied from all claims, damages, expenses and liabilities of every kind and nature arising out of the erection of the subject structure or structures.
6.You or the erector of the building to be constructed must follow and comply with the specifications and instructions contained in the drawings supplied to you, including, but not limited to the Standard Product Drawings. You agree to indemnify and hold Allied harmless for any loss or damages, including attorney's fees, resulting from the failure to comply with the specifications and instructions contained in the drawings supplied to you.

Delivery

Unless otherwise specified in the Building Order or a delay in delivery is caused by your action or inaction, Purchased Goods are shipped DDP (Your designated location). Accordingly, title and risk of loss will pass to you upon Allied's tender of delivery to you at the location you specify. Unless provided otherwise in the Building Order or a change order, Allied will arrange for shipment of the building to you as your agent and the cost of such shipment will be included in the price of the building.

Delivery dates indicated in the Contract are approximate and are based on prompt receipt of all necessary information regarding the Purchased Goods. Allied will use reasonable efforts to meet the indicated delivery date.

2.UNDER NO CIRCUMSTANCES WILL ALLIED BE LIABLE TO YOU FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR EXEMPLARY DAMAGES ARISING FROM DELAYS IN DELIVERY OR IN PERFORMANCE (OR FAILURE TO MANUFACTURE OR DELIVER) ON THE INDICATED DELIVERY DATE, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, ANTICIPATED PROFITS OR LOST BUSINESS.

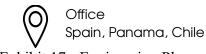
3.Allied will also not be liable for any delay or failure to deliver due to causes beyond its control including, without limitation, acts of God; your acts; acts of civil or military authority; fires; strikes, or other labor disturbances; floods, epidemics; wars or acts of terrorism; demonstrations or riots; or delays or failure to deliver caused by Allied's inability to obtain the necessary labor, materials, components, or manufacturing facilities.

4.You must receive and accept delivery within fourteen (14) days of notice that the Purchased Goods are ready for shipment. If you fail to accept timely delivery, Allied may, but will not be required to, treat this Contract as being materially breached, in which event Allied will have all available remedies. In the event you cause any delay, Allied will store the Purchased Goods without any liability. You will bear the risk of loss of such stored goods, and you will pay the unpaid portion of the Contract price, plus storage, insurance and handling charges and freight charges on or after the date on which the goods are tendered for delivery. Delays caused by you include but are not limited to: (i) you, its agents, or employees, notify Allied to place your order on "hold" until further notice; (ii) you delay approval of drawings for more than thirty (30) days after receipt of approval drawings; and (iii) you delay delivery of the building or parts thereof after fabrication is complete and ready to ship. If either (i) or (ii) occurs, Allied may then charge you whatever costs or damages Allied incurred by reason of the delay, including incidental and consequential damages. In the event (iii) occurs, the full price of the Purchased Goods will be immediately due.

5.IF THE FACTORY INCREASES THE PRICE OF THE BUILDING AFTER YOU HAVE CAUSED A DELAY, THIS CONTRACT WILL AUTOMATICALLY BE DEEMED TO HAVE BEEN AMENDED TO INCLUDE SUCH A PRICE INCREASE AND YOUR OBLIGATION HEREUNDER WILL BE INCREASED TO REFLECT SUCH A PRICE INCREASE

6. When the Purchased Goods are shipped DAP (Factory), per Incoterms 2020, you bear risk of loss as soon as the Purchased Goods are loaded on the truck at the Factory. Thus, all risk of loss during the period of shipment and unloading, including personal injury, or any other liability, is upon you. Allied will not be responsible for spotting, switching, drayage, demurrage, or other transportation charges unless agreed to in writing prior to delivery. You agree to hold Allied harmless from any loss, costs, claims, suits, damages, and attorney's fees arising from any alleged or real injury (including personal injury) to any person or property which arises after tender of the Purchased Goods to the common carrier.

7.Confidentiality. At all times prior to, during, and after the Contract, you and Allied agree to (i) maintain the confidentiality of any information disclosed by either of us to the other, whether or not identified as "confidential" upon disclosure ("Confidential Information"); (ii) not disclose or permit the disclosure of any Confidential Information to any person other than our respective employees for whom such knowledge is essential for performance of









the Contract; and (iii) not use Confidential Information except for performance of the Contract. We each agree to immediately notify the other of any disclosure of any Confidential Information that is not permitted by this Contract or other misuse of any Confidential Information or breach of this Contract.

Certain Disputes

Any dispute about the quality, condition, or workmanship of the goods or otherwise in connection with the terms of this Contract, will not entitle you to reject or revoke acceptance of the goods. In the case of any dispute, you will take delivery of the Purchased Goods, pay for the same, and make a claim under Allied's warranty. This remedy will be in lieu of all other remedies available to you.

Shortages and Defects

Purchased Goods will be deemed fully accepted by you and all claims for damages or defects caused by shipment of the goods will be deemed waived unless the carrier receives written notice of any such defects at the time of delivery, in writing, on the bill of lading. All claims for shortages must be reported in writing within 30 days of the date of delivery. You must give written notice of all warranty claims within 30 days after you discover the defect or alleged defect. Such written notice will state with particularity each alleged defect and/or shortage claimed by you. Your exclusive remedy for any defects or shortages in goods will be limited to Allied replacing or repairing (but not dismantling or installing) defective parts. Allied will only be liable for repairs which it authorizes in writing prior to repair. Replacement of shortages and replacement parts will be DAP(the address you direct) per Incoterms 2020. Allied's liability for shortages and defects will not in any event include indirect, incidental, consequential, special, or exemplary damages.

Termination

Rescission. In addition to any right or remedy that may be available in Law or equity, Allied will have the right to rescind this Contract, in whole or in part, with no responsibility and without the need to any judicial resolution if you fail to comply with or fulfill at any time any of the terms and conditions of this Contract, or if, in Allied's opinion, your credit or ability to perform this Contract become impaired.

If you decide you need to cancel the Contract:

1. If you need to cancel prior to engaging with our project manager and very minimal work was completed by the engineering team, then we will refund your entire deposit to you.

If we have commenced work on your project but have not done more than preliminary work, we will send preliminary/scope drawings to you, send a cancellation letter to you for our records, and refund your deposit minus a \$500 fee.

3.If we have accomplished more than introductory work and you need to cancel, we will determine what our actual damages are and send any remaining balance to you. Note that we will only charge you for our actual damages and will not charge you for lost profits, incidental or consequential damages.

You and Allied (each as an "Indemnitor") agree to indemnify, defend, and hold the other (as an "Indemnitee") harmless from and against all losses, claims, liabilities, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees) incurred by the Indemnitee as a result of any actual or threatened claim, action, investigation, proceeding, or suit arising out of the acts or omissions of the Indemnitor.

Warrant

For a period of one (1) year from the date of original shipment, Allied warrants that its products are free from defects in materials and workmanship. Allied's warranty does not cover defects or damage caused by acts of God (including excessive wind loads or excessive snow loads), falling objects, accidents, saltwater atmosphere, corrosive chemicals, fumes, ash, animal waste, or acts of you, including, but not limited to failure to maintain the building. This warranty is given in place of all other warranties expressed or implied.

ALLIED GIVES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED.

Overhead doors are warranted solely by the manufacturer and Allied offers no additional warranty. Roof and wall panels should remain free of any foreign substances and should be cleaned on a regular basis to prevent staining or discoloration of panel finishes. You are obligated to properly maintain the building once erected to ensure that no damage is caused by the accumulation of snow or ice.

Compliance with Laws

You are responsible to determine and comply with applicable laws, rules, and regulations (including, but not limited to zoning, building codes and permit requirements) where the building is to be erected. Allied buildings are not designed for and shall not be used for residential purposes. Allied will not be liable for any damages or losses, whether direct or indirect, caused by your failure to satisfy the requirements of this Section.

Taxes and Duties

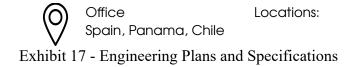
You will be liable for all applicable sales taxes and duties owed with respect to the Purchased Goods. If Allied must pay any amount to governmental authorities for which you are liable, you will promptly pay such amount to Allied upon demand regardless of whether this Contract is considered to be in interstate, intrastate, or international commerce.

Promotions

You agree that Allied may place signs identifying it as the seller of the building during construction and, following completion of construction, Allied may use the project name, size, intended use and location in its general marketing and advertising materials. You hereby grant a free, irrevocable, and unconditional license to and for the benefit of Allied (including any party affiliated with Allied) to use (i.e., to copy, transmit, distribute, and display) images of the Purchased Goods, by any means. This license will survive the delivery of the Purchased Goods.

Entire Agreement; Amendment

No understanding, promise or representation, and no waiver, alteration, or modification of any of the provisions of these terms will be binding upon Allied unless consented to expressly in writing by an authorized representative of Allied. You have not relied on any statements or representations of any party (including without limitation any of Allied's sales representatives) that alters, adds to, or differs from these terms or conditions and no such statement or representation will be









recognized or be binding upon Allied. All provisions of your purchase order or other documents that add to or differ from these terms and conditions are EXPRESSLY REJECTED. The failure of Allied to exercise any rights under this Contract, upon the default by you or otherwise, will not be a waiver of Allied's subsequent ability to exercise that right. If any provision contained in this Contract (or application thereof to any person or circumstance) shall to any extent be held void or invalid by a court of competent jurisdiction, the remainder of this Contract (or the application of such provision to persons or circumstances other than those as to which it is held or invalid) will not be affected thereby, and each provision of this Contract will be valid and enforced to the fullest extent permitted by law.

Assignment

Neither this Contract, nor your rights or obligations hereunder, are assignable by you without the prior written consent of the Allied. No such consent or assignment will release you or change your liability to perform all your obligations under this Contract. Any attempted assignment without the prior written consent of Allied will be null and void.

Applicable Law; Venue

This Contract (and the performance thereof) shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Florida. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and does not apply. You and Allied expressly agree that if a court of competent jurisdiction deems any of the language contained herein to be vague or ambiguous, such language will not be presumptively construed against either party but will be construed so to give effect to the true intentions of the parties. This Contract has been executed in Broward County, Florida. You irrevocably consent to the exclusive jurisdiction of the courts of Broward County, Florida for the purpose of enforcing this Contract.

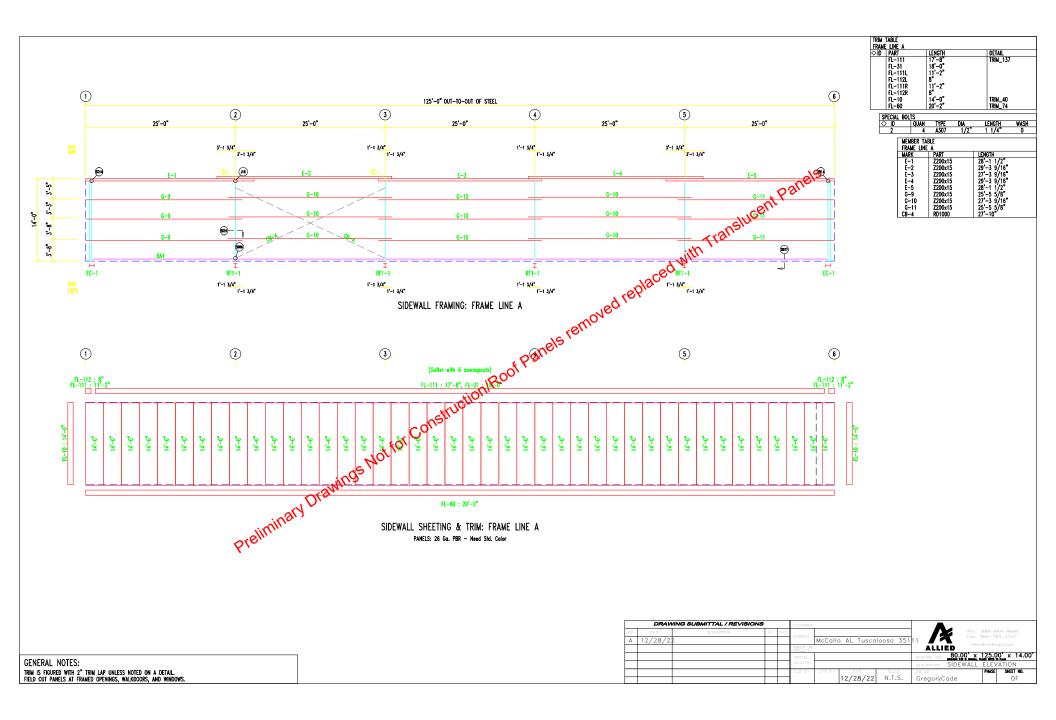
Counterparts; Integration; Effectiveness.

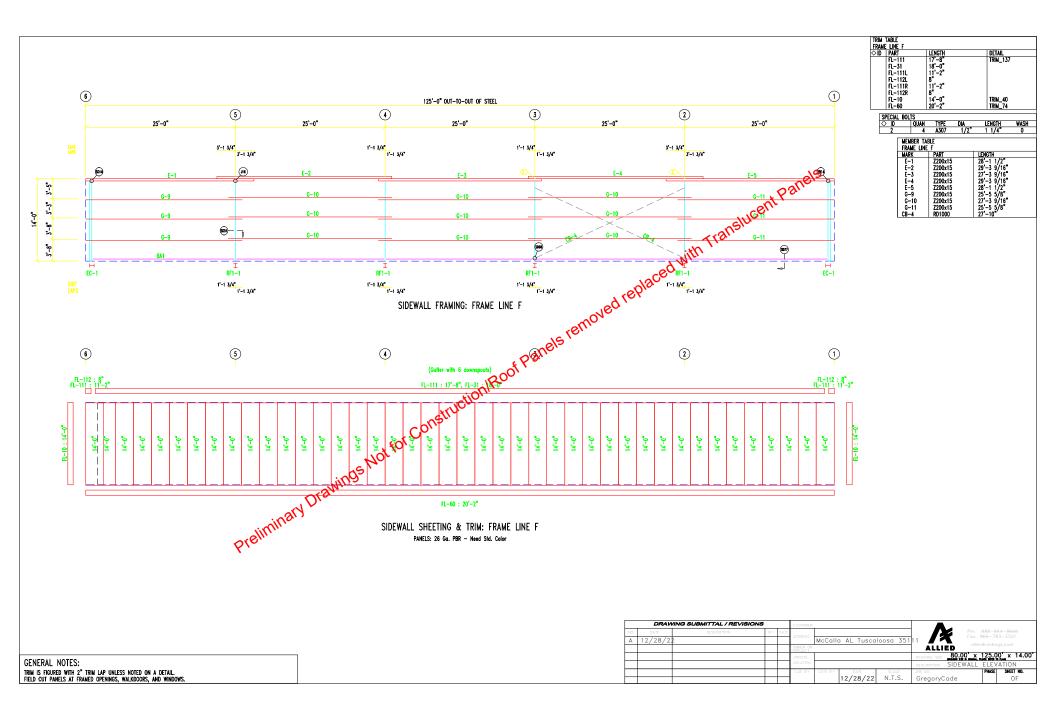
This Contract, and any amendments, change orders, consents or supplements hereto and thereto may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute a single contract. This Contract, as same may be amended or supplemented, constitutes the entire contract between the Parties with respect to the subject matter hereof and supersedes all previous agreements and understandings, oral or written, with respect thereto. Delivery of an executed counterpart of a signature page to this Contract by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Contract.

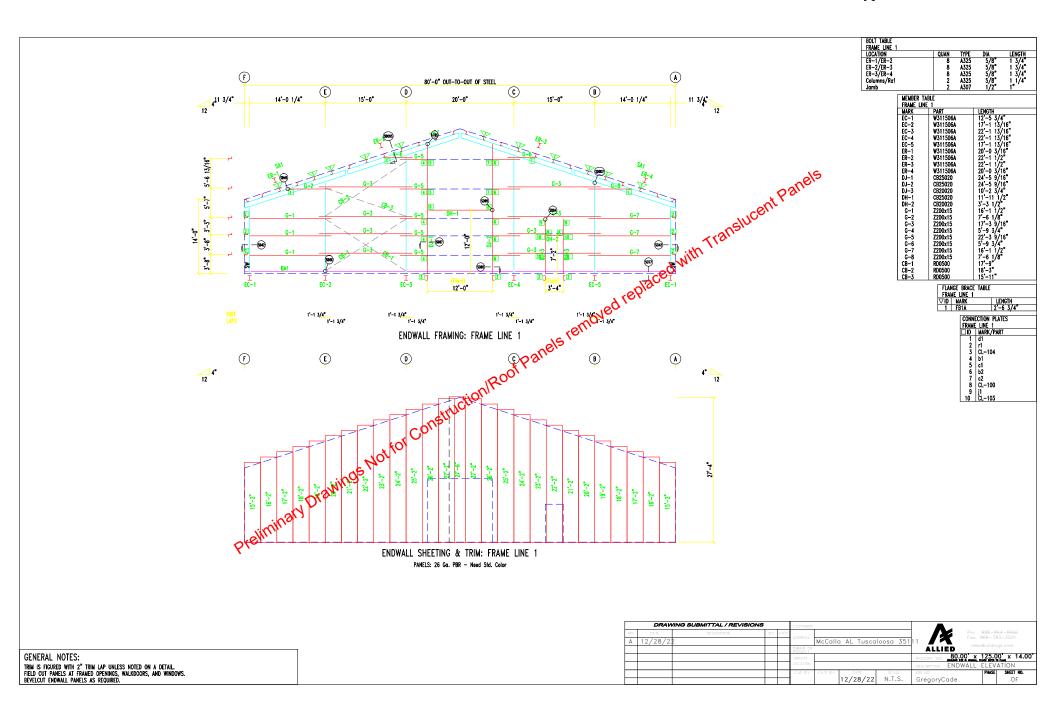
Language

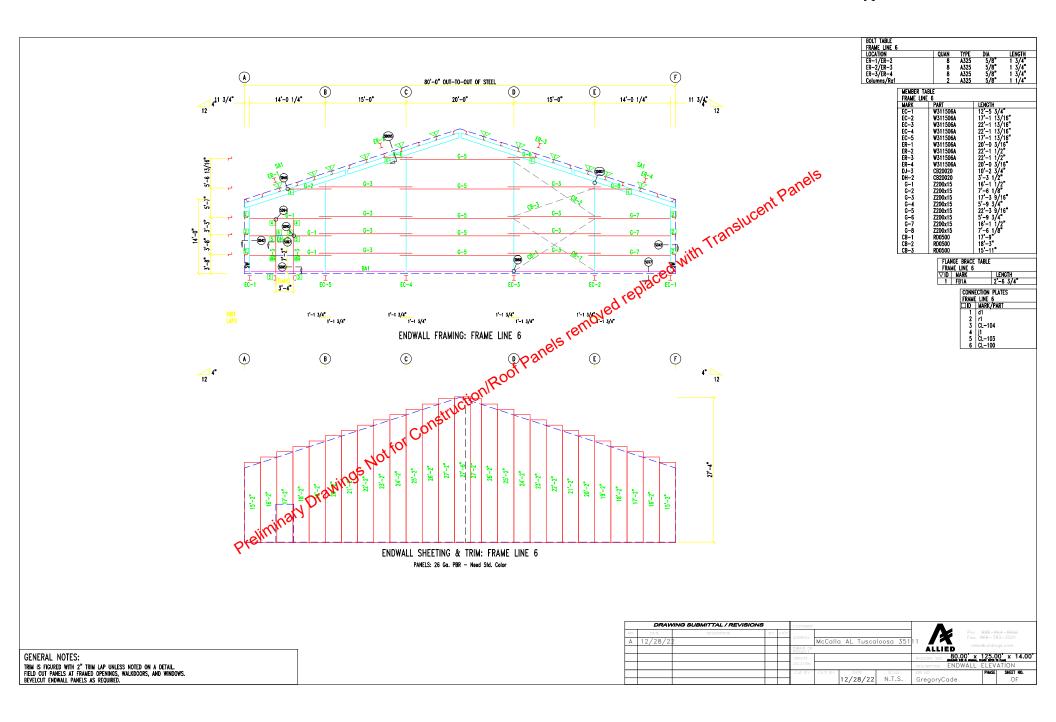
Under certain circumstances, you may have referred to translated versions of these Terms and Conditions. In the event of any actual inconsistency or apparent contradiction, the English version of these Terms and Conditions will control. Les parties aux présentes ont expressément convenu que ce contrat de même que tous les documents s'y rattachant soient rédigés en anglais seulement.

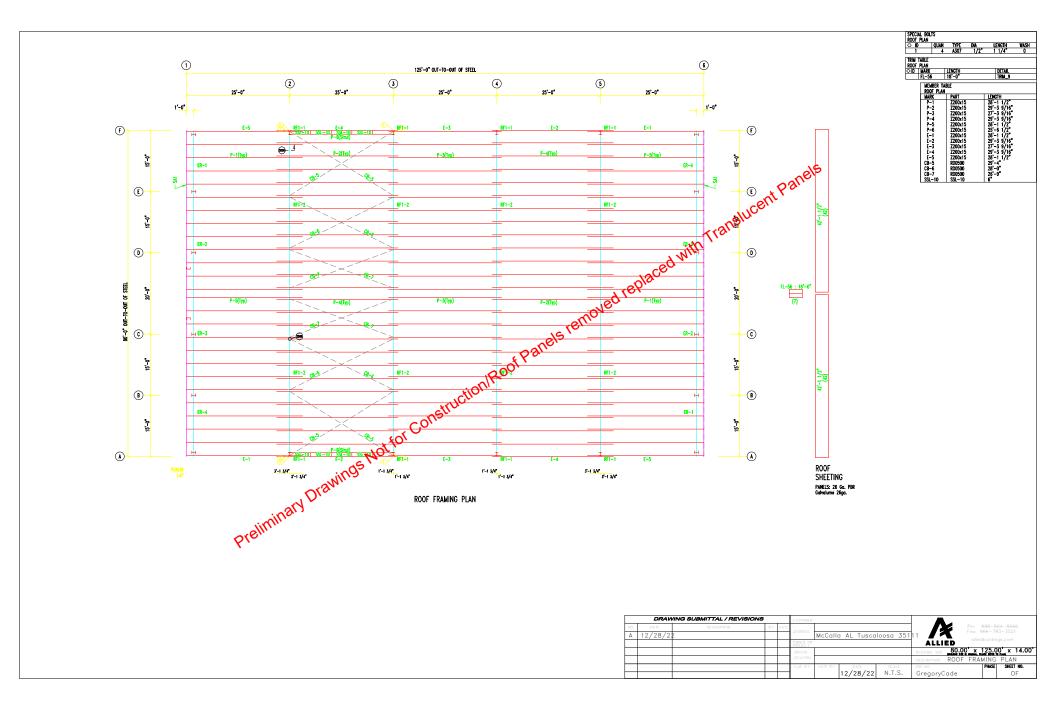
Rev 7/6/2022

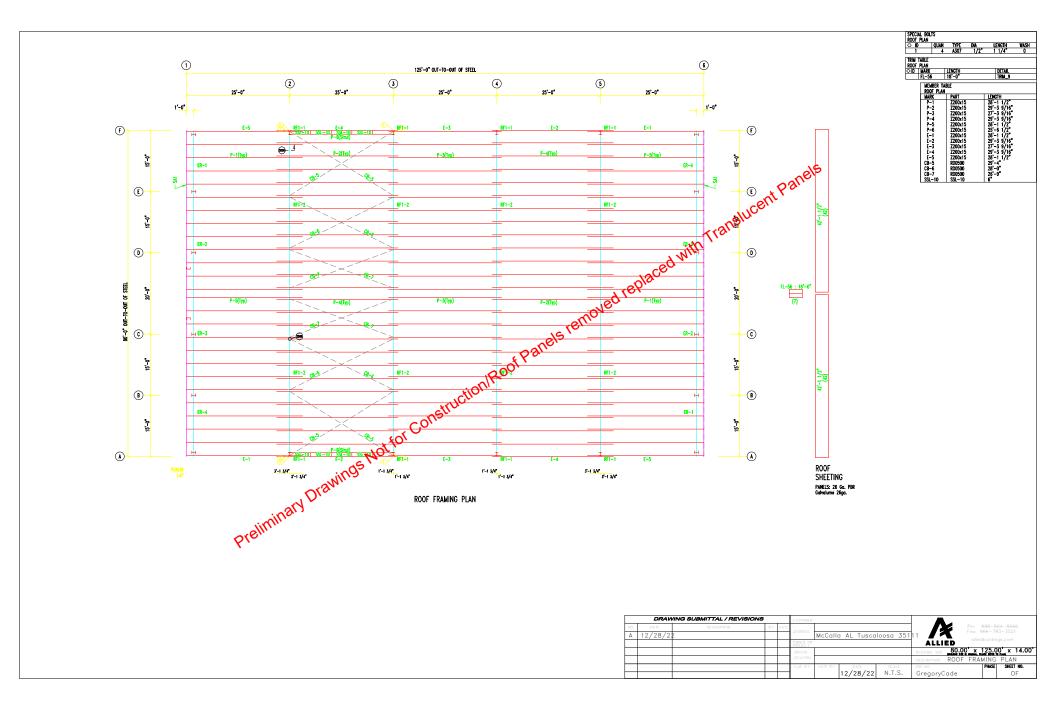


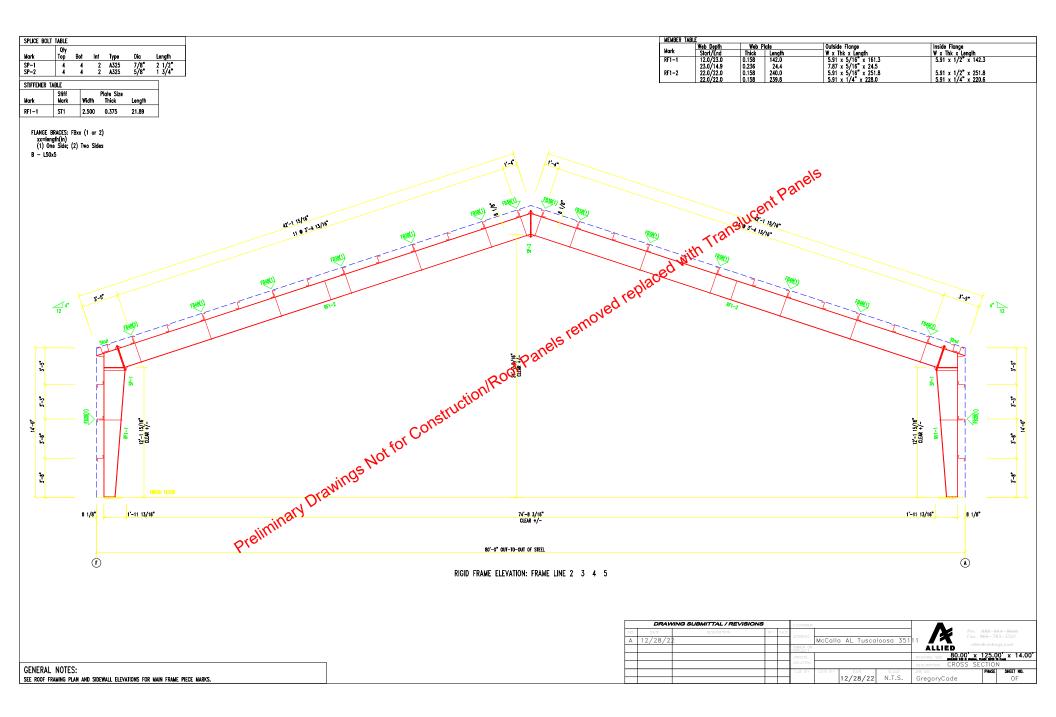


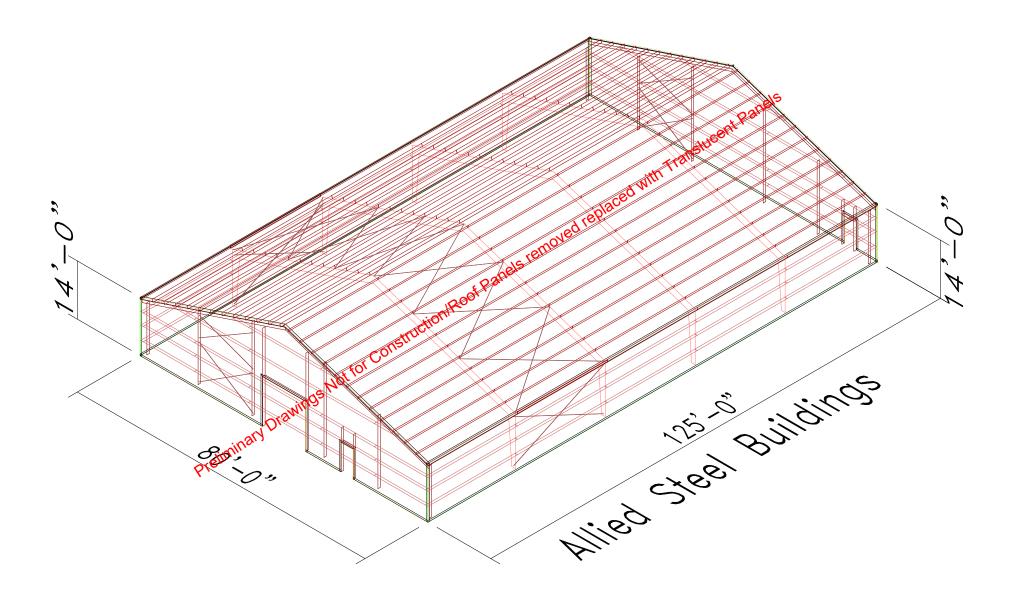












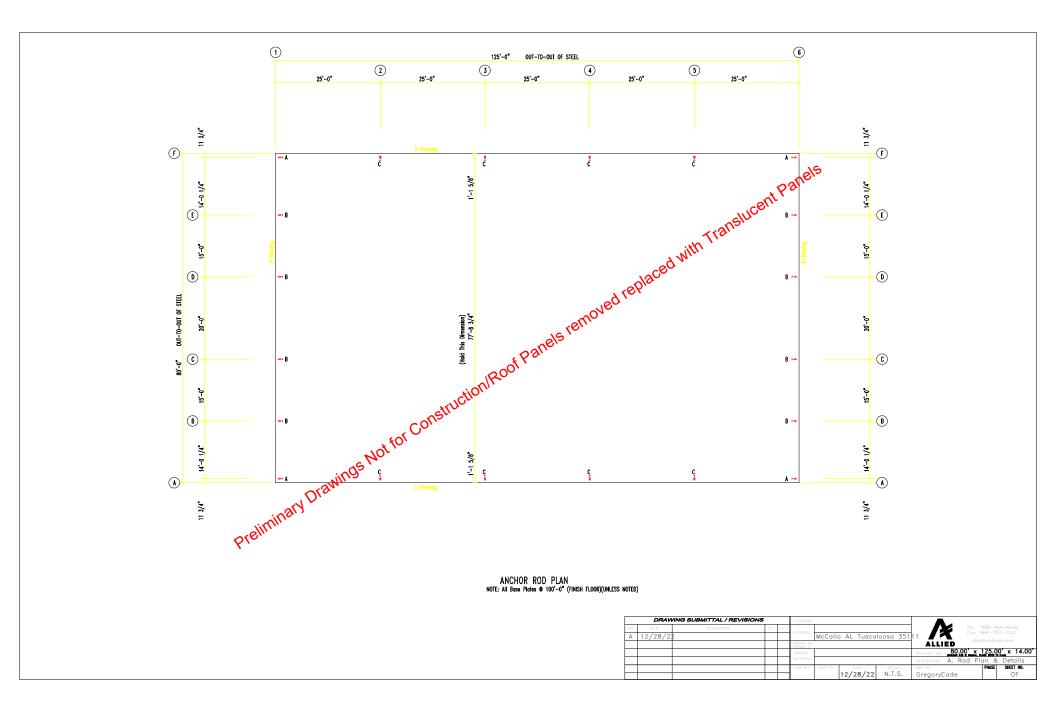


Exhibit 18 – Security Plan

Verification

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

Gregory A. Cade	Owner
Printed Name of Verifying Official	Title of Verifying Individual
Gregory A. Cade	12/30/2022
Signature of Verifying Individual	Verification Date

[Completed]

18.1. 24-hour alarm system.

Company will hire an expert alarm and security technology company to install at the facility an industry-standard, commercial grade, twenty-four-hour alarm systems. Before the facility begins operations, the alarm systems will be fully operational, securing all entry points and perimeter windows, be equipped with motion detectors and pressure switches, and cover all areas where cannabis or medical cannabis products are delivered, received, handled, stored, prepared, processed, tested, packaged, labeled, or readied for transport.

18.2. Panic button.

Company will install in the reception areas and areas adjacent to ingress and egress points panic button/alarms that are readily accessible and may be activated in the event of access by unauthorized personnel or intruders.

18.3. Broadcast communication devices.

Company will install an intercom system accessible from all areas of the facilities, particularly at perimeter ingress/egress stations, facility reception areas, and the security office (or require employees to carry cell phones accessible for communication by all personnel at all times), and 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.

18.4. 24-hour surveillance system.

Company will install and 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 shall allow for the clear identification of individuals (i.e., as to determine the facial features of all persons in the camera's view at all times of day) 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 cultivated, delivered, received, handled, stored, prepared, processed, tested, packaged, labeled, or readied for

transport. Monitoring cameras at vehicle entry and exit points must be of such numbers, scope, and clarity to record the license plate information and description of all vehicles entering and exiting the facility.

The equipment's 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.

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.

18.5. Fencing and lighting.

Company will install and maintain a fence around the perimeter and any outdoor premises of each of the Applicant's facilities sufficient to prevent access by unauthorized persons and to limit the visibility of the cultivation facility

Company will also install and maintain sufficient lighting to allow for the proper functioning of video surveillance equipment at all times between dusk and dawn or at any other time when ambient lighting requires enhancement to permit identification of individuals or activities upon or immediately adjacent to the premises. Indoor premises will also be sufficiently lit to allow for the identification of individuals and activities.

18.6. Exterior doors.

Company will install and maintain exterior doors designed or reinforced to withstand unlawful forcible entry; exterior doors will, at all times, remain locked against outside intruders. However, company will install a keycard or similar electronic access system allowing free egress by the facility's occupants in the event of an emergency.

18.7. Exterior walls and windows.

All facilities will be constructed with exterior walls reinforced to withstand unlawful forcible entry and windows must be reinforced to prevent breakage by outside intruders.

18.8. Security guards.

Company will maintain sufficient staffing of security guards at any facility where cannabis and medical cannabis is present to reasonably ensure the safety of the products stored therein. At a minimum, Company will maintain at least one (1) security guard per facility during the facility's business/operating hours.

18.9. Cannabis rooms - strict access.

Company will restrict access and have strict controls on all areas were cannabis is handled or stored, including internally locked doors with strict keycard access limited only to employees who need access.

18.10. Access records.

Company will maintain a log of every person who enters the premises 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. Company will maintain such records for a minimum of two years, and longer at the request of the Commission or law enforcement.

18.11. Identification badges.

Company shall issue identification badges to all employees, which they shall be required to wear while at the facility. All employees or others operating on behalf of the company will display a laminated badge issued by the company at all times on the business premises or while representing the company at off-site locations. The badge will include:

- The company's business name and license number
- The employee's first name
- The company-assigned employee identification number, if applicable
- A color photo of the employee that is at least 1.5" in height x 1" in width and clearly shows a front view of the employee's face

 The employee's access level or a color code that indicates the access level

18.12. <u>Visitor passes.</u>

Company requires that all visitors, including vendors, other licensees, Commission members, inspection personnel, or other representatives wear a "visitor pass" or "AMCC Official" pass, as applicable, at all times while on the company's premises. When the visitor logs in (see 18.10, above), the employee logging in the visitor, must issue a pass to them before allowing entry. When the visitor's visit ends, the pass must be returned.

18.13. Reporting of theft, diversion, or other loss.

An item-by-item inventory reconciliation of products on the premises will occur on a regular basis. A physical hand count of all plants and packages on the premises will be conducted by one authorized employee and independently verified by a second authorized employee. Products will be weighed when appropriate. Results of each inventory will be reviewed and signed off on by appropriate personnel. If any product is found to be missing, an audit will be conducted and the results reported to designated senior personnel. The Company will maintain a log of lost, stolen, or misappropriated products. Inventory verifiers will be trained in recognizing the variability that may be caused by moisture loss and under what circumstances a change in weight must be reported as missing product.

If there is evidence of suspected theft, diversion, or loss of cannabis products, the reviewing employee will notify designated senior personnel within one hour, who will notify the Commission within twenty-four hours of discovery.

18.14. Verification.

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, and any other security related information deemed relevant by the Commission or its inspectors.

Additional Notes:

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

Exhibit 19 – 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.

Gregory A. Cade	Owner
Printed Name of Verifying Official	Title of Verifying Individual
Gregory A. Cade	12/30/2022
Signature of Verifying Individual	Verification Date

[Completed]

See attached form.

Additional Notes on this Exhibit:

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

FORM G: PERSONNEL ROSTER & VERIFICATION

	Business License Applicant Nam	e	License Type
			30) days prior to the date of application, the Applicant. Attach additional forms if
	Leader/Employee Name		Title/Position
	SSN	Telephone	 Email
Applicants' Social	Street Address		
Security Numbers have been	City	State	Zip
redacted	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

Exhibit 19 - Personnel Page 2 of 4

Leader/Employee Name		Title/Position
SSN	Telephone	Email
Street Address		
City	 State	Zip
Leader/Employee Name		Title/Position
SSN	Telephone	Email
Street Address		
City	State	Zip
Leader/Employee Name		Title/Position
SSN	Telephone	Email
Street Address		
City	State	Zip
Leader/Employee Name		Title/Position
SSN	Telephone	Email
Street Address		
City	State	 Zip

Leader/Employee Name		Title/P	osition
SSN	Telephone	Email	
Street Address			
City	State		Zip
Leader/Employee Name		Title/P	osition
SSN	Telephone	Email	
Street Address			
City	State		Zip
Leader/Employee Name		Title/P	osition
SSN	Telephone	Email	
Street Address			
City	State		Zip
Applicant Verification: The un (and attached, as necessary) con The undersigned further verificited hereinabove (and attached undergo appropriate pre-employeem)	nstitutes a complete and ac es that, if the Applicant is ned, as necessary) will be	curate roster of per issued a business registered to the A	rsonnel of the Applicant. license, each individual
Printed Name of Verifying Indiv	vidual	Title of Verifyin	ng Individual
Gregory A. Cade			
Signature of Verifying Individua	al	Verification Da	te

Exhibit 19 - Personnel Page 4 of 4

<u>Exhibit 20 –</u> <u>Business Leadership Credentials</u>

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.

Gregory A. Cade	Owner	
Printed Name of Verifying Official	Title of Verifying Individual	
Gregory A. Cade	12/30/2022	
Signature of Verifying Individual	Verification Date	

[Completed]

20.1 – Education, Experience, and Other Credentials of Leadership Gregory Andrews Cade, J.D., M.P.H.

Greg joined Environmental Litigation Group, P.C. (ELG) in 1993, as an investigator/litigation paralegal before being admitted to the bar. As an investigator and litigation paralegal, he was recognized as pivotal in case development and trial support resulting in verdicts and settlements for clients that exceeded the \$1 billion mark. After being admitted to the bar, Greg started his own environmental and toxic tort litigation practice, that later merged into ELG. Greg is now the principal attorney of ELG a national environmental and asbestos practice. Greg has expanded ELG's focus into governmental representation, natural resource and groundwater litigation, Superfund litigation and Disaster relief litigation. Greg recently expanded the firm's abilities into federal contracting through the General Services Administration ("GSA"), allowing the firm to provide services to the federal government through its Washington, D.C. office. Greg is also the Owner//Operator of Pheasant Hill Farms, LLC., approximately 1100 acres located in Tuscaloosa County (McCalla, AL), and participates in timber management and seasonal farming and heavy equipment operations. He has been a registered hemp grower and processor licensee with the State of Alabama since 2018.

Education

Miles Law School, J.D., 2001

University of Alabama Birmingham, master's in public health-Occupational Health, Safety/Industrial Hygiene, 1996

University of Alabama Birmingham, B.S. in Natural Science and Mathematics, Biology/Chemistry, 1991

Experience

Air Ops, LLC, Bessemer, Alabama
July 1, 2011 to Present
Owner/Manager
Successful owner of executive aviation charter service FAA part 135 certified

Environmental Litigation Group, PC, Birmingham, Alabama

March 1, 2005 to Present

Principal/Attorney

Environmental litigator responsible for the prosecution of claims made on behalf of those who have suffered injury and property damage due to toxic exposures throughout the United States.

Cade Law Firm, LLC, Birmingham, Alabama March 1, 2004 to March 1, 2005 *Attorney/Sole Practitioner*

Practice focused primarily on the representation of railroad workers and workers exposed to chemicals such as asbestos, benzene, and other workplace toxicants.

Environmental Attorneys Group, LLC, Birmingham, Alabama

October 2001 to July 2004

Paralegal/Attorney

Practice focused primarily on the representation of workers exposed to chemicals such as asbestos, benzene, and other workplace toxicants.

Environmental Litigation Group, PC, Birmingham, Alabama

February 1993 to October 1, 2001

Paralegal/Investigator

Responsible for case development and client relations including trial preparation. Instrumental in all phases of trial development which resulted in verdicts and settlements for clients that exceeded the \$1 billion mark.

Other Credentials

- Alabama Association for Justice
- Alabama State Bar
- Alabama's 2011 and 2012 "Top 100 Trial Lawyers"
- American Bar Association
- America's Top 100 Attorneys
- America's Top 100 High Stakes Litigators
- Birmingham, Alabama's 2005 "Top 40 Under 40"
- Birmingham Bar Association
- Birmingham Magazine 2011 "Top Attorneys"
- District of Columbia Bar Association
- Fellow of the American Bar Foundation
- Lifetime Charter Member-Rue Ratings' as Best Attorneys of America
- Magic City Bar Association
- Martindale Hubbell's AV Preeminent Rating for Legal Ability and Ethical Standards
- Miles College Board of Trustee
- National Association of Distinguished Counsel, Nation's Top One Percent
- National Association of Environmental Professionals
- National Registry of Environmental Professionals
- Plaintiff's Executive Committee ("PEC") In re Aqueous Film-Forming Foams (AFFF) Products Liability Litigation MDL2873, U.S. District court for the District of South Carolina
- Super Lawyers 2012 "Rising Stars"
- The American Association for Justice
- The American Society of Legal Advocates
- The National Trial Lawyers' National Asbestos Mesothelioma Trial Lawyers
- The National Trial Lawyers, Top 100
- Vermont Bar Association

• Who's Who in American Law

Jordan Andrews Cade, J.D.

Jordan joined Bell Legal Group as an attorney in 2022 after graduating from Michigan State University School of Law and being admitted to the Alabama and South Carolina state bar associations.

Education

Michigan State University School of Law, J.D., 2022

University of Oregon, B.A., 2019

Experience

Bell Legal Group, Georgetown, South Carolina September 2022 to Present *Attorney*

Environmental Litigation Group P.C., Birmingham, Alabama August 2015 to September 2022 *Clerk/Attorney*

Other Credentials

- Alabama State Bar
- South Carolina State Bar

20.2 - Roles of each leader in cultivation of cannabis at Pheasant Hill Farm

Current leaders will be responsible for, but not limited to, providing start up capital, licensing, initial cultivation, hiring, and general business decisions until more staff is hired.

20.3 - Hiring plan and future managerial roles/leaders

All managerial staff must complete a background check to qualify before starting work and must have training and/or experience commensurate with their position. Projected staffing is to increase from 2 to 5 employees by year 3 of operation, and 15 employees by year 5. The company also intends on developing advanced student internship programs with the University of Alabama, University of Alabama in Birmingham, and Miles College in their agricultural and science degree programs.

Managerial jobs to be created include:

Chief	The Chief Executive Officer (CEO) is the primary representative of the
Executive	company to regulators, law enforcement, and the public and provides
Officer	direction and leadership in the company's mission, vision, values, and
	strategy. The CEO implements and manages the strategic services, goals and
	objectives of the organization. It is also an important role of the CEO to set
	an example of professionalism and respect for others in all areas of
	operations.
Chief	The Chief Financial Officer (CFO) will be responsible for finances and
Financial	accounting, as well as overseeing activities carried out by the Sales
Officer	Manager.
Chief	The Chief Compliance Officer (CCO) reports to the CEO and is responsible
Compliance	for implementing the Security Plan, the Inventory Control Plan, and the
Officer	Recordkeeping Plan by managing designees who will be responsible for a
	subset of tasks.
Inventory	Under the direction of the CCO, the Inventory Control Manager (ICM) will be
Control	responsible for carrying out tasks specified in the Inventory Control Plan. In
Manager	consultation with the CCO and the QAO, the ICM will recommend changes
	and amendments to the Inventory Control Plan on an annual basis.
Record	The Record Keeping Manager (RKM) reports to the CCO and is responsible
Keeping	for complying with record-related regulations and implementing tasks in
Manager	the Recordkeeping Plan. Records are maintained to provide operational
	information to company managers, advisors, and owners for decision-
	making purposes, and to provide information in case of insurance, criminal,
	or regulating authority investigations.
Security	Under the direction of the CCO, the Security Manager (SM) is responsible for
Manager	carrying out the bulk of the responsibilities identified in the Security Plan
	and managing Security Officers.

Security Staff	Security Personnel report to the Security Manager and assist in maintaining	
	the safety and security of the staff, products, and the facility.	
Quality	The Quality Assurance Officer (QAO) reports to the CEO and will be involved	
Assurance	in decision making related to changes to policies and processes. Guided by	
Officer	the Quality Assurance Plan, he or she will facilitate improvements to plans,	
	products, and systems within the company in response to employee,	
	customer, and regulating authority feedback.	
Facilities	The Facilities Manager (FM) reports to the CEO and is responsible for	
Manager	building maintenance, environmental controls, operations and safety,	
	janitorial services, sanitation, storage and maintenance of chemicals, and	
	non-cannabis waste management. Responsibilities include, but are not	
	limited to:	
	Maintain lighting, HVAC and mechanical systems in excellent	
	working condition.	
	Coordinate with the Security Manager to maintain the function and	
	safety of the facility's hardware and infrastructure.	
	 Manage a budget associated with facilities functions. 	
	Hire, manage and train facilities staff.	
	Create and implement task-specific SOPs and carry out job risk	
	analyses with the assistance of the Quality Assurance Officer.	
	Be aware of federal, state and local regulations related to cannabis	
	business premises requirements.	
	 Be familiar with local building code and permit regulations. 	
	Develop a maintenance and inspection schedule for all building and	
	infrastructure systems.	
	Conduct or oversee the routine maintenance and inspection of	
	environmental and other major systems critical to the operation of	
	the organization.	
	Develop and maintain logs and checklists to simplify maintenance	

- and inspection activities. See Appendix 1 for the Equipment Maintenance Log.
- Schedule and facilitate required inspections by outside organizations.
- Determine which types of work can be handled by company
 personnel and under what circumstances an outside contractor must
 be called in.
- Serve as the lead responder to critical equipment malfunctions, including the maintenance of a list of critical equipment and phone numbers to call in case of breakdowns.
- Maintain an on-site inventory of selected equipment parts to facilitate rapid repairs in the event of a malfunction.
- Work with the Security Manager to support the maintenance of security systems.
- Manage chemicals, non-cannabis waste and other refuse.
- Train facilities employees in the proper procedures for handling and disposing of chemicals, including the <u>Globally Harmonized System</u> of Classification and Labeling of Chemicals (GHS) and the use of Safety Data Sheets (SDSs).
- Keep records of training for each training module related to chemicals and non-cannabis waste management for every facilities employee, including the date training occurred, type of training, the signature of the employee upon completion of training, the signature of an authorized person who can verify completion of training, and the date retraining is due.
- Forward all records and logs to the Record Keeping Manager.
- Become familiar with all company Standard Operating Procedures to identify areas in which the Facilities Department may support other business activities.

Director of	The Director of Production reports to the CEO and is responsible for the
Production	overall management of cultivation and manufacturing activities.

Additional Notes on this Exhibit:

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

<u>Exhibit 21 –</u> <u>Employee Handbook</u>

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.

Gregory A. Cade	Owner
Printed Name of Verifying Official	Title of Verifying Individual
Gregory A. Cade	12/30/2022
Signature of Verifying Individual	Verification Date

[Completed]

21.1. Introduction & Orientation

Welcome to Company. We hope you will find your new workplace to be a positive productive environment. The purpose of this Handbook is to explain our mission and history, provide general information about how we do things, and describe our employment policies and rules. If you notice that there is important information missing from this Handbook, please let us know. We will be periodically making updates to improve the Handbook and would like your input. As such, the Handbook is not a binding job contract, nor a promise of employment. It is a fluid document that our administrators use to convey information to you about the company and the expectations related to your job.

Our mission is to grow high quality cannabis products for our customers. It is also part of our mission to be a positive participant in our local community. Employee satisfaction and safety are integral to meeting our mission.

During your orientation, you will be guided through the process related to filling out forms, badging and building access, and receiving training on a variety of topics that will be useful to you as an employee here. Due to the high level of security, regulations, and quality standards, there is quite a bit of training involved. We will provide you with the information and practice you will need, and you should never hesitate to ask questions so that you feel comfortable performing your tasks.

Safety is an important part of the culture at Company. You will not be asked to perform any hazardous tasks (if they are part of your job) without the appropriate training. If that ever happens, immediately tell the person assigning the task that you have not had the training for it, or, if applicable, let him/her know that you would feel more comfortable having additional practice before performing the task alone. Doing so is a sign that you are responsible and take your job seriously. You will get more information about this policy in your safety training, and it is also described in the Health and Safety Plan.

21.2. General Rules

All employees will adhere to the record keeping policies and procedures unique to their operating unit as a condition of employment.

A. Employment Definitions

Company hires employees into both full-time and part-time positions. A full-time employee works 40or more hours per week. A part-time employee works less than 40 hours per week. The work week begins at midnight Sunday morning and ends at midnight on Saturday night.

A nonexempt employee is paid by the hour and receives overtime pay under certain conditions defined by law. See below for the overtime policy.

B. Scheduling and Reporting to Work

All employees are expected to arrive at the facility at a time that allows them to be at their work stations at the beginning of their shifts.

C. Good Housekeeping

Employees are required to practice good housekeeping and must adhere to the following:

- 1. Do not place any objects that can be obstacles in aisles, walkways and passageways.
- 2. Keep stairways clear of obstacles and debris.
- 3. Sweep up shavings and debris around plants and equipment.
- 4. Mop up accumulations of water, particularly around plants.
- 5. Do not obstruct access to emergency exits and equipment.
- 6. Straighten floor mats, when found out of position, and replace them if they pose a tripping hazard.
- 7. Return tools to their storage locations after use.
- 8. Use warning signs to indicate slippery areas.
- 9. Clean up spills and leaks immediately.
- 10. Remove protruding nails, fasteners and other sharp metal or plastic objects when first noticed, or report them to a supervisor for immediate attention.

D. Use of Personal Electronics

Absent specific written permission, employees are not allowed to carry personal items, including cell phones and backpacks, into restricted access areas. Personal items may be stored in a locker or other storage space provided by the company before entering these areas. An employee may access personal items during breaks, or when they are not working in restricted access areas. The following common items are not allowed in a restricted area:

- 1. Cell phones
- 2. Tablets
- 3. Music players
- 4. Personal medications
- 5. Cosmetics
- 6. Food
- 7. Headphones
- 8. Backpacks or handbags

E. Personal Appearance and Dress Code

Required attire for cultivation areas includes, at a minimum:

- 1. A hair net or beard net (where applicable)
- 2. Long-sleeve pocketless coveralls that cover the employees' limbs all the way to the wrists and ankles
- 3. Closed-toe shoes with non-slip soles
- 4. Employee identification

Employees must ensure that their attire:

- 1. Is clean when starting work
- 2. Is worn appropriately and effectively
- 3. Is in proper working condition to safely allow them to carry out their duties

Management and supervisors will ensure that employees are provided with:

- 1. Hair nets, shower caps and/or hats
- 2. Single-use, sterilized gloves
- 3. Personal protective equipment (PPE)

The following items are prohibited:

- 1. Jewelry that may dislodge or compromise workplace sanitation or safety, such as watches, rings, bangles, etc.
- 2. Ill-fitting attire that is either too big or small, potentially interfering with their assigned duties
- 3. Damaged or worn out attire

F. Meal Periods and Breaks

A nonexempt employee working for a period of more than five hours per day will be provided with a meal period of not less than thirty minutes. If the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the supervisor and employee. A second meal period of not less than thirty minutes is provided if an employee works more than ten hours per day, except if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the supervisor and employee only if the first meal period was not waived.

Unless the employee is relieved of <u>all</u> duty during his or her thirty minute meal period, the meal period shall be considered an "on duty" meal period that is counted as hours worked, which must be compensated at the employee's regular rate of pay. An "on duty" meal period shall be permitted <u>only</u> when the nature of the work prevents an employee from being relieved of all duty and, when by written agreement between the supervisor and employee, an on-the-job paid meal period is agreed to. Otherwise, the supervisor is responsible for ensuring that the employee has an opportunity to go "off duty" for the meal period and leave the premises if he/she wishes.

Nonexempt employees will take a rest period/break that must, as far as practicable, be taken in the middle of each work period. The rest period is based on the total hours worked daily and must be at the minimum rate of a net ten consecutive minutes for each four-hour work period, or major fraction thereof. Anything more than two hours is considered to be a "major fraction" of four. A rest period is not required for employees whose total daily work time is less than three and one-half hours. The rest period is counted as time worked and is therefore paid time.

Refer to the following table for required rest and meal periods:

Work period (Hours)	Rest Periods	Meal Periods
< 3 hrs 30 min	0	0
3 hrs 31 min - 5 hrs	1	0
5 hrs 1 min - 6 hrs	1	1

6 hrs 1 min - 8 hrs	2	1
8 hrs 1 min - 10 hrs	2	2
10 hrs 1 min - 12 hours	3	2

G. Computer/Internet Usage

Employees may use the internet on their own devices during breaks and off duty times. Company computers may only be used for company business.

H. Time Keeping

All nonexempt employees are required to accurately account for 100% of their time spent on activities. This includes recording approved leave or leave without pay (LWOP) on the Company timesheet. Timesheets must be signed by a direct supervisor before submitting for payment.

I. Overtime Policy

Nonexempt employees are entitled to time and one-half their "regular rate" of pay for each hour they actually work over the regulatory overtime threshold. The overtime threshold for employees in Alabama is over 40 hours in a week.

J. Alcohol, Smoke, and Drug Free Workplace Policy

Company has vital interests in ensuring a safe, healthy and efficient working environment for all employees, visitors and customers. Using or possessing alcohol or other intoxicating drugs in the workplace presents a danger to everyone. For these reasons, as a condition of continued employment with the company, intoxicants will not be allowed as part of the workplace policy.

On-site consumption of a cannabis item, alcohol, or other intoxicant by any individual is prohibited. The only exception is an employee who has a current medical identification card. This employee may consume cannabis during his or her work shift on the licensed premises as necessary for his or her medical condition, ONLY if the employee is alone, in a closed room and not visible to others outside the room. An employee who consumes a cannabis item as permitted under this subsection may not be intoxicated while on duty.

Employees are prohibited from reporting to work or working while under the influence of alcohol and/or other drugs that adversely affect the employee's ability to safely perform his or her job duties.

Company does not engage in random and/or pre-accident drug testing of employees. Employee substance abuse problems will be identified by issues with behavior and measures of performance only.

The company understands that there is a difference between substance use and substance abuse, and that use isn't necessarily abuse. Employees are free to make their own lifestyle choices when not in the workplace or otherwise on company time. However, such choices must not be allowed to interfere with job performance.

Smoking tobacco may occur if done 1) during break times or outside work hours 2) more than 50 feet away from the facility. Employees are expected not to bring tobacco odors into the facility, on their clothes or otherwise.

Failure to comply with the foregoing substance abuse policy may result in disciplinary action, up to and including discharge from employment.

21.3. Leave From Work

A. Annual Leave

Annual leave (aka "Vacation") is earned by fulltime employees at the rate of 10 hours per month beginning on the date of hire. Annual leave cannot be used until the sixmonth probationary period ends. Part-time employees do not earn paid leave.

A maximum of 240 hours may be carried from one calendar year to the next. Any accumulated annual leave in excess of 30 working days will be forfeited each January 1.

Annual leave must be approved before it is taken and may not be granted for an absence that exceeds the number of annual leave days accumulated. The supervisor may determine the time when annual leave is taken after considering the needs of the department and the seniority and wishes of the employees.

B. Sick Leave

Fulltime employees earn sick leave at the rate of 10 hours per month. Sick leave may be used as it accrues and can be used for personal illness, family illness, or for bereavement leave. A maximum of 720 hours of sick leave may be accrued and carried from one calendar year to the next. Sick leave is not accrued during leave without pay.

An employee is entitled to use sick leave when the employee is:

 unable to perform the duties of his/her position because of sickness, injury, or physical incapacitation due to a medical condition;

- quarantined;
- receiving required medical, psychological, optometry, or dental service or examination;
- receiving counseling for a condition that would qualify under this section; or
- there is an illness, death, or other authorized medical need in his/her immediate family and he/she complies with the requirements of the two following sections.

1. Illness in Employee's Immediate Family

If an illness or a medical, optometry or dental service or examination in an employee's immediate family requires his/her attendance, he/she may use accumulated sick leave. No record-keeping distinctions will be made between personal and family illnesses relative to earned sick leave, unless required by law. All employees may use their sick leave balances for either purpose, as needed. There is no cap on the amount of sick leave that can be applied toward family illness, up to the point that accrued leave is exhausted.

2. Death in Employee's Immediate Family

If there is a death in the employee's immediate family, the employee may use accumulated sick leave for family bereavement leave. While the supervisor may grant more than five days, the employee and supervisor should discuss prior to the employee's departure the mutual needs of the employee and the employee's work unit for a number of days over this amount. Any days used for family bereavement leave that are not covered by accrued sick leave may be charged to the employee's annual leave account. If the employee depletes both his/her sick and annual leave, any further bereavement leave taken will place the employee in leave-without-pay status. Company reserves the right to request documentation in support of the employee's need for family bereavement leave.

3. Sick Leave Approval

A supervisor may approve sick leave for an authorized reason. For absences in excess of three (3) consecutive working days, or for cases of suspected abuse, the supervisor may require that the employee submit substantiating evidence, which may include, but is not limited to a physician's certificate.

In the unlikely situation that abuse is suspected where the employee has provided medical certification, the appointing authority may require the employee to provide a second medical opinion. If a second medical opinion is required, the leading department manager or an independent designee will arrange for a qualified company-appointed physician to examine the employee at the company's expense. The second physician shall certify as to the ability of the employee to perform his/her duties and responsibilities and when the physician believes the employee can return to work. A copy of each must be provided to both the employee and the leading department manager.

In instances of hospitalization or an absence of sick leave for 10 or more consecutive work days, an employee must submit a physician's certification of the need for sick leave and authorization to return to work.

4. Placing an Employee on Sick Leave

A lead manager may use their discretion and place an employee on sick leave if, due to a known or suspected illness, the employee is not performing at the level required by his/her position or the illness is such that it appears to be contagious.

5. Payment upon Termination - Sick Leave

Upon retirement, voluntary termination, termination through no fault of his/her own, or death while in Company employment, the employee or his/her beneficiaries are entitled to payment for his/her unused sick leave in excess of 30 days (no compensation for 30 days or less), according to the number of years of service as follows:

- for 5 years of service or more, but less than 10 years, not more than \$1,500.
- for 10 years of service or more, but less than 15 years, not more than \$2,500.
- for 15 years of service or more, but less than 20 years, not more than \$4,000.
- for 20 years of service or more, but less than 25 years, not more than \$6,000.
- for 25 years of service or more, not more than \$8,000.

C. Military Leave

Any employee who is an active member of the military reserve or the National Guard must be relieved from duty, upon request, to serve under orders without loss of regular pay for a period of not more than 15 working days in any one calendar year. No such absence will be a part of the employee's annual leave.

An employee who performs active military service under the provisions of any national military service or training act, or who voluntarily serves in the Armed Forces of the United States in time of war is, upon application, entitled to leave of absence without pay for the period of such service, plus a period not to exceed 90 days.

If within that period he/she applies for reinstatement, he/she must be reinstated to his/her former position, or to a position having like seniority, status and pay, or if these positions have been abolished, to the nearest approximation thereof consistent with the circumstances.

D. Jury Duty

Leave with pay will be granted to an employee who is required, during normal hours of work, to serve on a jury or as a witness in a court or at an administrative hearing unless he/she is a party to the action. The period of leave will not be deducted from the balance of annual leave. An employee who is granted the leave will be paid regular salary while on the leave, and may retain any fee paid for services as juror or witness.

E. Maternity Leave

For the purpose of this Handbook, Maternity means the period during which a female employee is physically incapacitated due to pregnancy or childbirth.

Maternity will be treated as any other illness or physical incapacity, except:

- The employee shall report the pregnancy to her lead manager if she has any reason to believe that either she or the unborn child may be affected by a condition at her workplace.
- The lead manager may take steps to protect the employee's health, modify her working conditions, or make an appropriate adjustment to work assignments or schedules.
- Pregnancy may not jeopardize an employee's job or seniority status except for the limitations on leave without pay.

21.4. Performance Review

Company will conduct a performance review with each employee at least once a year. Supervisors will be trained in how to conduct fair and impartial reviews.

For each review, the supervisor will carry out the following:

• Provide to the employee a list of tasks in which he/she has done better than average work, satisfactory work, and below average work.

- Provide to the employee a list of tasks he/she will need to achieve to reach a higher rating for any item that is not considered better than average.
- For an employee that has been rated as below average in any area of performance, arrange for a follow-up review at three months to evaluate whether the employee has been able to reach a satisfactory level of work. If the employee's work has reached a satisfactory level across all tasks, the employee will return to an annual review schedule.
- In any case in which an employee has not improved a below average rating within three months, the company will terminate the employee.
- Request information from the employee regarding areas in which the company could make modifications to help him/her complete assigned tasks or improve productivity or morale in general.

F. Raises and Promotions

Raises and promotions shall be determined by the supervisory managers and will be contingent upon satisfactory performance reviews.

21.5. Leaving Employment

Company does not offer tenure or any other form of guaranteed employment. Either the company or the employee can terminate the employment relationship at any time, with or without cause, and with or without notice. This is called *Employment At-Will*.

This employment at-will relationship exists regardless of any other written statements or policies contained in this Handbook or any other company documents or any verbal statement to the contrary.

Progressive Discipline and Employment At-Will:

While Company may elect to follow its progressive discipline procedure, the company is in no way obligated to do so. Using progressive discipline is at the sole discretion of the company in an employment at-will workplace.

Exceptions to the Employment At-Will Policy:

No one except the company's CEO/President can enter into any kind of employment relationship or agreement that is contrary to the previous statement. To be enforceable, such relationship or agreement must be in writing, signed by the CEO/President, and notarized.

21.6. Workplace Environment Policies

G. Equal Opportunity

Company is committed to equal employment opportunity. We will not discriminate against employees or applicants for employment on any legally recognized basis ("protected class"). Included in the definition of each protected category is the perception of membership in a protected category and an individual's association with an actual or perceived member of a protected category.

H. Anti-discrimination Policy

Company is committed to providing employees a workplace free of discrimination. We will not discriminate against employees or applicants for employment on any legally recognized basis (referred to as a "protected class"). It is a violation of this policy to discriminate in the provision of employment opportunities, benefits or privileges; to create discriminatory work conditions; or to use discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part due to perceived or actual membership in a protected category.

I. Harassment and Discrimination-Free Workplace

Company is committed to providing a workplace free of harassment and discrimination. Any type of harassment or discrimination is against company policy and may be unlawful. We seek to prevent, correct, and discipline behavior that violates this policy. We strictly prohibit discrimination or harassment of an employee by another employee or third party for perceived or actual membership in a protected category.

All employees, regardless of their positions, are covered by and are expected to comply with this policy and to take appropriate measures to ensure that prohibited conduct does not occur.

The conduct prohibited by this policy includes unwanted behavior that is conveyed through any of the following methods: e-mail, voicemail, chat rooms, social media, text

messages, pictures, images, writings, words or gestures. While it is not easy to define precisely what harassment is, it may include: slurs, epithets, threats, stares, flaring, derogatory comments or visual depictions, unwelcome jokes and teasing.

J. Anti-Sexual Harassment Policy

Any type of sexual harassment is against company policy and may be unlawful. We prohibit harassment of one employee by another employee or third party based upon their sex. The conduct prohibited by this policy includes unwanted behavior that is conveyed through any of the following methods: e-mail, voicemail, chat rooms, social media, text messages, pictures, images, writings, words or gestures.

While it is not easy to define precisely what sexual harassment is, it may include: unwelcome sexual advances; request for sexual favors; and/or verbal or physical conduct of a sexual nature including, but not limited to, sexually-related drawings, glaring, staring, pictures, jokes, teasing, uninvited touching or other sexually-related comments.

K. Workplace Violence Policy

- Company is committed to preventing workplace violence and to maintaining a safe work environment. We have adopted the following guidelines to deal with intimidation, harassment or other threats of or actual violence that may occur onsite.
- 2. All employees, customers, vendors and business associates should be treated with courtesy and respect at all times.
- 3. Employees are expected to refrain from fighting, "horseplay" or other conduct that may be dangerous to others. Conduct that threatens, intimidates or coerces another employee, customer, vendor or business associate will not be tolerated.
- 4. Facility resources may not be used to threaten, stalk or harass anyone at or outside the workplace.
- 5. Indirect or direct threats of violence, incidents of actual violence and suspicious individuals or activities should be reported as soon as possible to a supervisor, senior management, or a member of the Executive Staff. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible.
- 6. Employees should not place themselves in peril, nor should they attempt to intercede during an incident involving violence.

7. Employees should promptly inform the Security Manager of any protective or restraining order that they have obtained that lists the workplace as a protected area.

- 8. Employees are encouraged to report safety concerns with regard to intimate partner violence.
- 9. To maintain workplace safety and the integrity of its investigation, Company may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation.
- 10. Anyone found to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

21.7. Incident Reporting & Investigation

An injury report must be made within 24 hours of an accident.

Any employee who believes that (s)he has experienced or observed a violation of these policies should report the situation immediately utilizing the Complaint Form found in Appendix 1 or by notifying his/her supervisor in person or in writing. If the complaint is against the supervisor, the employee should notify the Human Resources. Company will not retaliate against employees making good-faith reports.

Violations of these policies may result in disciplinary action, up to and including discharge.

Management will investigate claims within 60 days and proceed appropriately with any disciplinary or compensatory procedures.

21.8. Employee Discipline and Grievance Procedures

Company retains the sole right and discretion to determine discipline for unsatisfactory job performance and misconduct. Disciplinary procedures will be used only when necessary and as a last resort.

Where possible, informal and/or formal counseling or other good management practices will be used to resolve matters prior to any disciplinary action being taken. The procedure is intended to be positive rather than punitive, but takes into account the fact that sanctions may have to be applied in some circumstances.

L. Suspension

Suspension is not a disciplinary action. The purpose of suspension is multifold and can be used when it is necessary to remove a member of staff from the workplace pending an investigation.

For example, to allow time for a 'cooling down period' for both parties, for their own or others' protection, to prevent him/her from influencing or being influenced by others, or to prevent possible interference with evidence. Only the manager in charge of that individual, at that time, or his/her superior, have the authority to suspend an individual.

An employee suspended from duty will receive written confirmation within three days of:

- The reason for the suspension
- The date and time from which the suspension will operate
- The timescale of the ongoing investigation
- The right of appeal to the immediate manager of the suspending manager should the suspension last more than 7 days

M. Counseling

Counseling is an attempt to correct a situation and prevent it from getting worse without having to use the disciplinary procedure. Where improvement is required, the employee must be given clear guidelines as to:

- What is expected in terms of improving shortcomings in conduct or performance
- The time span expected for improvement
- When this will be subject to review

The employee must also be told in writing, where appropriate, that failure to improve may result in formal disciplinary action.

A record of the counseling will be given to the employee and a copy will be retained in their personnel file. Any and all counseling should be followed up and improvements recognized and recorded. Once the counseling objectives have been met, any record of the counseling and issue will be removed from the employee's file.

If, during counseling, it becomes clear that the matter is more serious, then the discussion should be adjourned, and pursued under the formal disciplinary procedure.

N. Procedure for Formal Investigation

Formal investigations should be carried out by the most appropriate manager who is not directly involved with the incident being investigated.

This manager may involve others to assist with the investigation process.

- All the relevant facts should be gathered as soon as is reasonable after the incident.
- Statements should be taken from witnesses at the earliest opportunity.
- Any physical evidence should be preserved and/or photographed if it is reasonable to do so.
- A report should be prepared that outlines the facts of the case and submitted to the Human Resources, who will decide whether further action is required.
- Where appropriate, this report may be made available to the individual and his/her representative.

In most circumstances where misconduct is suspected, it will be appropriate to set up an investigatory hearing. The employee has a right of representation at this hearing.

- The hearing will be chaired by the appropriate Executive Staff member.
- A second independent manager will also be present.
- The investigating manager will be asked to present his/her findings in the presence of the employee who is being investigated.
- Witnesses will be called at this stage, and the employee (or his/her representative) allowed to question these witnesses.
- The employee will have an opportunity to state his/her side of the case.
- Following the full presentation of the facts, all will leave the room except the Executive Staff member hearing the case and the independent manager. They will discuss the case and decide which of the following options is appropriate:
 - Take no further action against the employee
 - Recommend counseling for the employee
 - Proceed to a disciplinary hearing
- All parties will be brought back into the room and informed as to which option has been chosen.
- Should the decision be taken to proceed to a disciplinary hearing, then this may occur immediately after the investigatory hearing if the following criteria have been met:

 The employee has previously been informed by letter that the investigation may turn into a disciplinary hearing, and that he/she has the right to representation.

- He/she has been told in advance what the nature of the complaint is, and has had time to consult with a representative.
- All the facts have been produced at the investigatory hearing, and the manager is in a position to decide on disciplinary action.
- The manager will inform the employee and his/her representative that the hearing will now become a formal disciplinary hearing, and invite him/her to say anything further in relation to the case.
- It may be appropriate at this point to adjourn proceedings while necessary arrangements are made for a representative to attend the hearing at the request of the employee if not previously done so.
- Should anyone who is subject to disciplinary action resign during the course of the proceedings, the action will cease unless there are extenuating circumstances that require its continuance.
- The employee who is the subject of the disciplinary action may also request that the disciplinary action continue.

O. Warnings

Verbal and/or written warnings may be warranted depending on the severity of misconduct.

1. Examples of Minor Misconduct

Below are several examples of misconduct that may warrant either a Verbal Warning or a First Written Warning. It is stressed, however, that this list is not exhaustive and that on all occasions a full and proper investigation must take place prior to the issue of a warning.

- Failure to notify supervisor of absence before the beginning of work hours
- Unauthorized or repeated absences, tardiness, early quitting, or failure to report absences or provide related information
- A pattern of inattention to job duties
- Unauthorized time away from work area
- Failure to follow supervisor's instructions

- A pattern of failure to meet housekeeping responsibilities
- Performing personal activities outside of break times and during work hours
- Smoking in unauthorized areas
- Unreasonable standards of dress or personal hygiene
- Lack of courtesy or cooperation with co-employees, managers, customers, supervisors, vendors, etc.
- Unprofessional, abusive, or disruptive language or behavior
- Posting or removal of notices, signs, or writing in any form on bulletin boards or Company property without approval
- Failure to observe company regulations and procedures

2. Verbal Warning

A Verbal Warning is appropriate when it is necessary for the manager in charge to take action against an employee for any minor failing or minor misconduct.

3. Written Warning

A Written Warning is appropriate when:

- A verbal warning has not been heeded, and the misconduct is either repeated or performance has not improved as previously agreed.
- The offense is of a more serious nature for which a written warning is more appropriate.
- The recurrence or accumulation of an offense/offenses, if left without consequences, will lead to more severe disciplinary action.

4. Written Warning Procedure

A Letter of Warning must be issued within seven (7) days of the date of the disciplinary hearing and provide the following information:

- The nature of the offense and, where appropriate, that if further misconduct occurs, more severe disciplinary action will be taken
- The period of time given to the employee for improvement
- The employee's right to appeal to the supervisor directly above that of the one issuing the warning.

In addition,

• A copy of the warning and any supporting documentation will be placed in the individual's personnel file.

- The employee must also receive a copy of the warning which, in the case of any written warning, will be sent to his/her home address by registered mail, if not handed to him/her in person.
- In the case of a final written warning, reference must be made to the fact that any further misconduct will lead to dismissal, and that the employee has the right to appeal, and to whom he/she can make that appeal.

5. Final Written Warning

A Final Written Warning is appropriate when:

- An employee's offense is of a serious nature, falling just short of one justifying dismissal.
- An employee persists in the misconduct which previously warranted a lesser warning.

P. Examples of Gross Misconduct

Listed below are examples of misconduct which may be considered to be Gross Misconduct and may warrant a Final Warning, Demotion or Dismissal. It is stressed however that this list is not exhaustive and that on all occasions a full and proper investigation and subsequent hearings must take place prior to the issuing of a Final Warning, Demotion or Dismissal.

- Theft, misappropriation, unauthorized possession or removal of Company's or another's property
- Damaging, defacing, or misusing Company property or the property of others
- Breaches of confidentiality which could cause damage to the company
- Being unfit for duty because of the illegal misuse/consumption of drugs or alcohol
- Refusal to carry out a management instruction which is within the individual's capabilities and which would reasonably be seen to be in the interests of the company
- Willful failure or repeated errors in following security procedures
- Threatening, intimidating, coercing, or interfering with anyone on Company property

- Any other violation of the Workplace Violence policy
- False declaration of qualifications or professional registration
- Failure to observe company rules, regulations or procedures
- Incompetence or failure to apply sound, professional judgment
- Bribing or attempting to bribe another individual, or personally taking or knowingly allowing another person to take a bribe
- Lack of cooperation in any workplace investigation
- Falsifying any records, including data entered into the Inventory Control System

Warnings issued to employees shall be deemed to have expired after the following periods of time:

- Verbal Warnings: 3 months
- First Written Warnings: 6 months
- Final Written Warnings: 12 months (or as agreed and recorded at the hearing)

Further infractions during a warning period may lead to additional disciplinary action.

O. Demotion or Transfer to another Position

This action is appropriate when:

- Previous attempts, via the disciplinary procedure, to rectify a problem have failed, and this is a final attempt to solve a problem without having to dismiss an employee.
- An employee is considered by the manager of the department to be incompetent or otherwise unfit to fulfill the duties for which he/she is employed, but where dismissal is not thought to be appropriate.

R. Dismissal

Dismissal is appropriate when:

- An employee's behavior is considered to be Gross Misconduct
- An employee's misconduct has persisted, exhausting all other lines of disciplinary procedure

Letter of Dismissal

A letter confirming dismissal will contain the following information:

- The reason for dismissal, and any administrative matter arising from the termination of his/her employment.
- The employee's right of appeal and to whom he/she should make that appeal.

S. Appeals

Every employee has the right to appeal against the outcome of a disciplinary hearing. The basis of an appeal should normally relate to one of the following areas:

- That the company's disciplinary procedure has not been followed correctly
- That the resulting disciplinary action is inappropriate
- That the need for disciplinary action is not warranted
- That new information regarding disciplinary action has arisen

An appeal should be put in writing to the manager. The letter of appeal may be constructed by the employee or their representative. The letter should contain the grounds for appeal and should be submitted within 10 days of receipt of the warning/dismissal letter. An appeal will be arranged within 20 working days of receipt of the appeal letter.

Appeals against Verbal and First Warnings

In the case of Verbal and First Warnings, the appeal will be heard by the manager in the next highest position to the one who issued the warning.

Appeals against Demotion, Final Warnings and Dismissal

- The hearing and determination of appeals against Final Warnings and Dismissal notices will be heard by another Executive Staff member not previously involved with the case.
- When dealing with an appeal against a Final Warning or Dismissal, written statements of the case must be submitted no later than two (2) days prior to the date of Appeal Hearing. No additional written evidence will be admitted by the Appeal Committee after this time.
- Witnesses may be brought in by either party at an appeal hearing, depending upon the circumstances and nature of the case; however, there is no specific obligation on either party to produce a witness. Either party must give five (5) days prior notice that they intend to call upon specific persons involved or associated with the case under consideration. It is the responsibility of the management representative, as well as the employee or his/her representative, to each arrange for the availability and attendance of any witness they intend to call.

21.9. Acknowledgement of Receipt

	I acknowledge that I have received a copy of the Company Employee Handbook
dated	I understand that this Handbook replaces any and all prior verbal and
writte	n communications regarding Company working conditions, policies, procedures,
appea	l processes, and benefits.

I understand that the working conditions, policies, procedures, appeal processes, and benefits described in this Handbook are confidential and may not be distributed in any way nor discussed with anyone who is not an employee of Company.

I have read and understood the contents of this Handbook and will act in accord with these policies and procedures as a condition of my employment with Company. I have read and understood the General Rules and Conduct Guidelines and I agree to act in accord with them as a condition of my employment with Company.

I understand that if I have questions or concerns at any time about the Handbook or the Policies and Guidelines, I will consult my immediate supervisor, my supervisor's manager, or Human Resources, and with or without notice;

- That this employment at-will relationship is in effect regardless of any other written statements or policies contained in this Handbook, in any other Company documents, or in any verbal statements to the contrary; and
- That no one except the CEO can enter into any differing employment relationship, contract, or agreement. To be enforceable, any such out-of-theordinary relationship. contract or agreement must be in writing, signed by the CEO, notarized, and in the employee file.

Finally, I understand that the contents of this Employee Handbook are simply policies and guidelines, not a contract or implied contract with employees. The contents of the Employee Handbook are subject to revision at any time.

By signing below I acknowledge that I have read this Employee Handbook in its entirety and agree to the stipulations within.

Employee Signature	
Employee Name (Please Print)	

Date		
21.10. <u>Appendix</u>	1 - Complaint For	<u>'m</u>
Name of Complainant:	the	
Department:		
Phone Number:		
E-mail:		
Today's Date:		
Name of the Access		
Name of the Accus	sea:	
Department:		
_	he Accused to the anager, co-worker,	
Phone Number:		
E-mail:		
Date of incident: (If more than one of	event, please report e	each event on a separate form.)
Where did the sp	ecific event occur?	,
Using separate sl	heets of paper, plea	ase explain the events that occurred.
How did you rea	act? Did you take	any action to stop the perceived inappropriate
behavior?	y : : :: :::	Y Karanan Kenggama

Did you suffer any physical harm during the event? If yes, did you see a doctor? If yes, are you able to provide a letter or other communication from the doctor describing the injuries or trauma suffered? If so, attach a copy to this form. If not, please explain the circumstances that prevent you from doing so. Describe how this event has affected you. Were there any witnesses to this specific event? If yes, please provide their names. Is there any other physical evidence that

License Type: Cultivator

supports your complaint? If yes, please describe or attach copy of evidence.	
What is your desired outsome of the inves	ntigation?
What is your desired outcome of the inves	sugation?
How many total pages are you submitting, including this form:	
The information provided in this complaint i	s true and correct to the best of my knowledge
	gation of my complaint and provide whatever
evidence Company deems relevant.	gation of my complaint and provide whatever
evidence dompany deems relevant.	
Signature:	
-	
Date:	
Please return this form and attachments to Hi	ıman Resources

Additional Notes:

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

Exhibit 22 -

Quality Control & Quality Assurance Plan

Verification

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

Gregory A. Cade	Owner
Printed Name of Verifying Official	Title of Verifying Individual
Gregory A. Cade	12/30/2022
Signature of Verifying Individual	Verification Date

[Completed]

22.1. Manufacturing Process.

Company is committed to applying a quality management system to all activities carried out in the course of business. The system is designed to provide high quality products and to ensure the safety, potency, stability, lifespan, and consistency among batches of the same product.

Quality Assurance encompasses the documented control of procedures and processes carried out by employees, managers and supervisors who are involved in the cultivation, harvesting, testing, production, packaging and storage of the product according to repeatable methods. Various documents and systems, including the inventory control system, checklists, and logs, will be used as system controls to prompt employees to adequately monitor the purity and consistency of the products.

A. Personnel and Training

Training is an integral component of the Quality Assurance system in that it enables individuals to make informed and effective decisions related to the Quality Assurance process. The QAO will assist the Managers of other departments as needed by developing instructional materials, hands-on exercises, evaluation tools, and in-person training modules on issues related to Quality Assurance.

The QAO is responsible for providing an overview to new employees about the Quality Assurance Program. Topics of this training will include:

- The purpose and importance of adherence to standard operating procedures.
- An explanation of special or periodic training modules that will be required by employees.
- Government regulations related to Quality Assurance
- Environmental standards and responsibility
- Cannabis Botany
- Agricultural Production Systems
- Safe and proper use, storage and disposal of fertilizers & pesticides
- Personal hygiene and ensuring a hygienic work environment

In order to ensure product purity and cleanliness, workers will be trained on the following hygiene topics:

- Using personal protective clothing and equipment
- Frequently washing hands, between all tasks and after eating and using the toilets
- The use of hair and beard covers in the work areas
- To stay home when sick
- Properly cleaning and dressing of any open wounds
- Adhering to signage that is posted around the facility related to hygiene and safety standards
- Keeping food, drink, tobacco and gum out of the work areas
 Each work process will begin with sanitized surfaces, equipment and supplies.

 Workers will have fresh clothing and, after washing hands, will put on clean disposable gloves. Disinfecting agents and tools will be readily available as the processes occur.

The following standards will apply to work processes:

- Any tool or utensil that is dropped on the floor or on to an unclean surface will be disinfected before continuing its use.
- Any worker who is found to be coughing, sneezing or not feeling well will be removed from the task until it can be determined whether the health issue is a risk.
 A worker may be asked to stay home if there is potential risk.
- Volatile substances such as cleaning agents will be kept sealed except when being poured for use.
- Messes will be cleaned up immediately after the completion of a task.
- In-process work tasks will not be left unattended.

B. Building and Facilities

Sanitation is a key component of product quality, both outside and inside the facility. Company will ensure that outside areas of the facility grounds will be kept clean and exterminated for pest prevention. Weeds will not be allowed to grow, and trash will not be allowed to collect.

The building used for cultivation will not be old or previously used for any animalrelated activities. It will be remediated of any previous unsanitary activities and outfitted with adequate employee changing rooms, hand washing stations, toilets and storage areas

for personal belongings. All toilet areas will be kept stocked, clean and in a good state of repair. Windows will always remain closed.

The facility will be designed in a way that keeps clean functions separate from dirty functions. Doors will remain closed and airlocks will be used as needed to avoid cross contamination between different areas. For example, soil and media storage and preparation will be separated from harvesting and drying areas by airlocks and physical distance, so as to avoid unsanitary particles from making contact with harvested plant material.

The construction of the building is an important consideration for good sanitation. Floors, walls and ceilings will be made of smooth cleanable surfaces with no texture. Climate control systems will have compressors, blowers and filters outside of the building when possible, and outside of the plant and processing rooms at all times. Filters will be checked and cleaned regularly. Air ducting inside the plant rooms will be easily cleanable and cleaned on regular intervals.

Co2 levels will be kept below 2000ppm at all times in all inside areas of the building. Meters and alarms will be installed to ensure compliance with this limit, and exhaust fans will be used to clear the air if that becomes necessary in the event of a breach. Compressed gasses will be kept in secure areas of the building with appropriate signage and labels.

Rooms within the facility will be checked regularly for any signs of rodent or insect droppings, and each room will have shelving that is easy to move away from walls for regular inspection and cleaning.

To avoid mold outbreaks, climate conditions will be kept consistent over the course of each 24-hour period, within 10% of the ideal setpoints for temperature and relative humidity for plant growth. This type of consistency in a high-wattage, humid indoor environment requires powerful discreet and redundant air cooling and dehumidification systems. Each plant room will have its own separate system to avoid the spread of microbial contaminants if this should occur in a single room. Each air cooling unit will have a minimum of 4 compressors, each with at least 33% capacity, totaling 133% required capacity per room. This allows for a single compressor to fail without altering the temperature and humidity setpoints outside their ideal range.

C. Equipment

In departments that utilize mechanical equipment, the QAO will work with managers and employees to develop step-by-step procedures and maintenance logs for the use, sanitation and inspection of each item. All equipment must be in working order and properly used according to the manufacturer's directions. Personnel will immediately report any damaged, malfunctioning or inoperable equipment to the Manager or Supervisor. Equipment used to produce cannabis such as benches, lighting, irrigation systems, HVAC systems, and containers:

- Will be made from non-toxic, corrosion-resistant and non-reactive materials if they come in contact with the product.
- Will ideally be high quality equipment that is not prone to malfunctions. If the
 equipment needs to be repaired, the use of temporary solutions such as tape should
 be avoided.
- Will be designed and positioned to facilitate easy cleaning as well as visual inspection for potential problem areas.
- Will be calibrated on a daily or weekly basis.
- Any equipment, such as trimming machines, that makes direct contact with plant material will be cleaned after every use.
- Equipment maintenance and cleaning logs will be kept for every instance of activity. All equipment purchases will be accompanied by user and maintenance manuals that will be readily available for employees and inspectors.

D. Seeds and Propagation Material

Quality Control for commercial cannabis growers begins with plant origin documentation. Company will document the following information about each selected cultivar on a log and enter it into the inventory system:

- Date of Acquisition
- Breeder Name
- Purchase Point (store/retailer)
- Cultivar Name
- Sex/Gender

- Form of Cultivar (clone, regular seed, feminized seed)
- Expected Traits of Cultivar

Any other documentation that arrives with the cultivars (labels, additional descriptors, breeding history, etc.) will be scanned into the inventory system with the Cultivar Intake Log information. Seeds and clones will be tested to the degree possible to ensure they are insect and disease free. This will be done by tumbling the seeds in a 5% bleach solution for 5 minutes, then drying before sprouting.

Because of susceptibility to insect and disease infestations, acquisition of clones will be only done in rare circumstances. Incoming clones will be quarantined for 14 days, inspected daily, and cleared by a plant pathology lab for common cannabis diseases before being released into the facility for propagation. All cultivars will be clearly labeled and kept segregated from other cultivars so as to avoid accidental mixing of genetic types.

E. Cultivation

Company will carry out each step of cultivation according to the established standard operating procedures and other management-specified procedures. All stages of cultivation and processing must be done under tightly controlled environmental conditions to maintain product quality. If temperature or humidity vary +/-10% or more during the day or night photoperiods, mold and mildew formation become higher risks.

1. Soil/Grow Media Standards

Coconut fiber is the cultivation media of choice. It has been selected due to its cost effectiveness, resistance to microbial infections, and because it acts as a natural buffer against over-fertilization and overwatering, should those mistakes accidentally occur. The type used will be RHP certified, which ensures low salt content, sterile and chemical-free condition. Each batch, upon delivery to the cultivation center, will be tested for pH and electro-conductivity (EC) to ensure compliance with established purity standards.

2. Fertilizer Standards

Salt-based fertilizers will be used that are pre-tested to ensure low content of heavy metals and other toxins or residues. Fertilizers will be applied at minimum necessary levels and in a way that minimizes leaching. Leaf tissue mineral analysis will be used to ensure that plants are not receiving too much of any specific mineral element.

No fertilizers, rooting hormones or plant additives will be returned to bulk containers once they have been removed. Once they are poured out for use, they will either be used or discarded.

3. Water Quality and Sources

The water supply to the building will be filtered by a Reverse Osmosis (RO) System to reduce the soluble substances in the water down to <.03 EC. This creates a pure water baseline to avoid having minerals or impurities entering the plant tissue.

The RO system will be tested weekly to ensure compliance within the established purity standard, and filters will be checked and changed monthly, or every 50,000 liters, as recommended by the manufacturer for our usage level.

More than 90% of the irrigation water will be reclaimed from the HVAC and dehumidification systems and used again to irrigate plants. The waste water created by air conditioners and dehumidifiers is technically "distilled" water containing no soluble contents. In practice, the quality and purity of this reclaimed water depends directly on the proper and regular internal sanitation of the climate control equipment and whether or not it is further filtered before reuse.

In order to ensure reclaimed water is pure and of sufficient quality, the environmental control compressors and condensers must be vacuumed weekly inside the casings. No chemical cleaners can be sprayed into them. Condensate drain lines will be flushed every 3 months at the minimum. A condensate filter will be used to sterilize the water and buffer it before it gets topped up with filtered tap water and sent to the fertigation unit for reuse to irrigate plants.

4. Irrigation

An automated irrigation system will be used to deliver fertilized water to the plants at optimum time intervals. This system will be programmed to deliver the quantity and recipe of mineral nutrients that suit each stage of growth for vegetative and flowering plants. The irrigation system will be calibrated and cleaned on a weekly basis. Preventative maintenance will occur at monthly intervals to avoid leaks and other mechanical malfunctions.

5. Pest and Disease Management

Pest and disease prevention and management are critical to cannabis production quality assurance. Infestations and infections reduce product quality, yet so does the use of chemicals or the overuse of non-toxic substances to prevent these problems. Therefore, Company plans a strict approach to biosecurity and plant room sanitation, with the intent of preventing and minimizing pest and disease load and the need for potentially harmful treatments.

The common pests that threaten cannabis plants are mites, aphids, thrips and whiteflies. The common diseases that threaten cannabis plants are powdery mildew, botrytis, pythium, fusarium, hop latent viroid and tobacco mosaic virus.

IPM (Integrated Pest Management) is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed, and treatments are applied with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risk to human health, beneficial and nontarget organisms and the environment.

Prevention, Inspection/Identification and Treatment are the 3 major components of pest and disease management.

a. Prevention

Preventing pests and diseases from entering the facility involves a combination of mechanical and cultural practices, including, but not limited to, air-lock doors, air filtration, fans, and quarantining of new plants.

b. Inspection

Employees will inspect the living plants on a daily basis for any signs of nutrient deficiency, pest infestation or damage indicating any sub-optimal conditions. Both plant inspections and pest traps will be utilized to evaluate and identify pest types and quantities. Traps provide up-to-date information on pest populations, guiding the type of treatment needed, maximizing a treatment plan's effectiveness and measuring its success. Plant inspection techniques include identifying unusual appearance, stunted growth, and discoloration.

c. Treatment

The Cultivation Manager is responsible for determining what corrective action, if any, is necessary to correct deficiencies, treat disease or mitigate pests. All treatments will be used in accordance with government regulations and will include substances known to be harmless to consumers. Each treatment will be documented according to procedures. The Manager is responsible for determining under what circumstances growing plants should be removed from the cultivation area due to deficiencies, disease, pests or any other factor. Treatments may include, but are not limited to, destruction and spraying.

F. Harvest

The harvesting of cannabis plants happens between 55 and 70 days after they are placed into the flowering rooms under the flowering photoperiod of 12 hours per day of darkness. Cannabis is at optimal potency and freshness after this period of time. The following practices ensure that the product is protected from contamination.

During the harvesting process, conditions in the room will be kept controlled, with no unusual levels of moisture or heat allowed.

Workers performing harvest functions use clean scissors and trimmers and also wear face masks, hair covers and use gloves to reduce the possibility of contaminants reaching the flower material. Scissors and other supplies should not touch the soil surface or any other area that could cause them to collect dirt, debris or other contaminants.

When cannabis is harvested, the roots are allowed to become mostly dry, and the main stem is cut from the base of the plant. Fan leaves are removed and the plant is divided into multiple branches that are cut to allow for hanging on a harvest cart that is immediately taken to the Trimming Room when filled. Carts and plastic containers used for containing harvested material will be sanitized before each use and not overfilled.

Any plant material found to be damaged, moldy, or showing signs of insect presence will be separated and sent to the appropriate department for destruction.

G. Primary Processing (Trimming/Drying)

The conditions in the Trimming Room will be maintained between 65-72°F (18-22°C) to maintain the biochemical integrity of the plant material. All surfaces in the Trimming Room will be made of easy-to-clean materials and sanitized one or more times per day.

Only a limited amount of plant material will be moved into the Trimming Room at a time, to ensure the purity and consistency of the cannabis. If the trimming staff cannot process a full cart of harvested material within 2 hours, the cart will be moved temporarily to the Drying Room for safe storage until the trimming staff can handle more material. Accordingly, the harvesting process will be directed to slow down if it is being done too fast for the trimming staff.

Cannabis plants will be trimmed of excess leaf material before they are dried. Upon receiving a harvest cart, the trimming staff will remove branches from the cart, trim the flower clusters on those branches, and place the trimmed branch back on the cart. The trimmers will track their activities using the Trim Log (Appendix 3).

Once the initial process of trimming has been completed, the cart of harvested plant material will be taken to the Drying Room, where it will stay under clean and tightly controlled conditions for 10-14 days before going through the final stage of processing.

The Drying Room will be maintained in darkness at 55% humidity, 65-71°F (18-22°C), and with air purification and air circulation to ensure no areas of stale air are allowed to cause microbial growth. Plants will be hanging in a way that they do not overlap to avoid potential anaerobic microbial activity. They will be checked on a daily basis to ensure proper conditions.

After 10-14 days of drying, the carts will be taken back to the Trimming Room, where the dried flower clusters will be removed from their branches (bucked), checked for any final trimming that is required, and collected in a clean container for final bulk and/or retail ready packaging. The containers will then be moved to the controlled-climate Storage Room until they are tested and cleared for sale by a third-party laboratory and prepared for shipment to the retail outlets.

22.2. Quality Control Testing.

Company plans to follow industry standards to ensure quality control through regular testing of qualified samples unofficially, or when required officially, by a State Testing Laboratory. Testing will typically be performed after the material is harvested and dried.

22.3. <u>Destruction of Failed Samples.</u>

Barring contrary results based on a retest or challenge, company will destroy a failed sample and dispose of the entire batch from which the sample was taken and document the destruction and disposal of the batch to the Statewide Seed-to-Sale Tracking System. A batch so destroyed and disposed of will not be recognizable as cannabis or medical cannabis, nor shall it be usable for any legal or illegal purpose.

To render cannabis products unusable, Company will grind the plant or infused product and incorporate the resulting material with other ground materials so the final mixture is at least 50% non-cannabis waste by volume. No other methods to render cannabis waste unusable will be used unless approved by the Regulatory Authority before implementation. Cannabis waste will not be sold. Cannabis waste rendered unusable will be delivered to a permitted solid waste facility for final disposition.

All waste and unusable products will be weighed, recorded and entered into the Statewide Seed-to-Sale Tracking System prior to mixing and disposal. Verification of this event shall be performed by a supervisor and conducted in an area with video surveillance.

Upon the destruction and disposal of any tagged item, the associated product identification (ID) number will be retired from the ICS. Records related to the batch, destruction and disposal of the product associated with the ID number will be retained for the required length of time, if any such requirements exist.

In the circumstance where the failure is the result of a matter that can be remediated, company will follow industry standards to remediate the sample and batch if economically feasible; otherwise, the sample and batch will be destroyed as outlined above.

Additional Notes:

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

<u>Exhibit 23 –</u> <u>Contamination & Recall Plan</u>

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.

Gregory A. Cade	Owner				
Printed Name of Verifying Official	Title of Verifying Individual				
Gregory A. Cade	12/30/2022				
Signature of Verifying Individual	Verification Date				

[Completed]

23.1. Notification of adverse event.

Company's policies for handling complaints will be sufficient to deal with any potential public health issues or other product problems within a safe and expedient time frame. Recalls may be initiated at the request of the Commission or may be a voluntary action by Company to remove defective or potentially defective cannabis from the market or to otherwise promote public health and safety. This plan includes the following components:

- A mechanism for recording complaints about a product
- A method to evaluate the level of hazard caused by the product
- A mechanism to contact dispensaries or other licensees who have purchased products from the batch in question
- A mechanism to contact a vendor that provided a product that contributed to the failure of a test (example: a growing medium found to contain heavy metals)
- Policies for communicating with all relevant agencies within 24 hours of discovering defective or potentially defective cannabis
- Policies for destruction of any recalled cannabis product
- A questionnaire to guide the investigation process

Properly handling product complaints is an essential part of the Company's Quality Assurance System. The ability to document, investigate and correct issues related to product complaints provides us with a valuable opportunity for improvement. Putting in place appropriate corrective and preventive actions can lead to increased customer satisfaction, product safety, and increased market share.

- A system will be established to track and manage product complaints. This system
 ensures that complaints are appropriately investigated, that the potential or actual
 product quality or health risks are identified, and Corrective And Preventive Actions
 (CAPA) are implemented. Recurring similar complaints may not require a new
 Health Hazard Evaluation or further investigation, but may require CAPA.
- A unique control number (Complaint ID #) will be issued to each product complaint as well as a category (e.g., medical vs. non-medical), type of complaint (e.g.,

particulate, discoloration, off-odor, labeling, defective product, etc.), and prioritization.

A. Complaints

Product labeling will include contact information for the company that allows consumers to promptly and easily report complaints. Complaints about product quality may be medical or non-medical. Medical complaints may range from a customer experiencing minor discomfort to a serious event requiring hospitalization. Non-medical complaints may relate to defects or other issues, such as abnormal taste, packaging errors, contamination with foreign objects, etc.

An "adverse event," for the purposes of this document, is defined as any negative medical occurrence associated with the use of a consumable or topical product, whether or not considered drug related.

1. Complaints Procedure

- Upon being contacted about a complaint, a Complaint Response Team Member will gather all available relevant information. The Team Member will assign a Complaint ID # and write it on the form, print out a blank Complaint Response and Recall Checklist and attach it to the completed form.
- 2. The Team Member will immediately provide the documentation to the Team Leader. If the Team Leader is not available, the Coordinator will be notified. If the Coordinator is not available, a member of the Executive Staff will be notified. The Team Member recording the complaint must notify one of the people listed above and get a response. The forms may not be left in an in-box, nor will leaving voice messages or sending texts be considered a means of completing this task unless the person responds within 10 minutes with instructions on how to proceed.
- 3. The Team Leader will complete a Health Hazard Evaluation Form. If it becomes immediately clear during the early part of the process that a serious health issue that could involve hospitalization or death is imminent due to a defect in a cannabis product, the Team Leader will initiate a Recall without delay before completing the Health Hazard Evaluation.

If no health risk to the public is expected, the Response Team Leader will collect all documentation, forward it to the Record Keeper, and report on the result to Executive Staff. No more effort is required.

B. Personnel and Training

Training is an integral component of the Quality Assurance system in that it enables individuals to make informed and effective decisions related to the Quality Assurance process. The QAO will assist the Managers of other departments as needed by developing instructional materials, hands-on exercises, evaluation tools, and in-person training modules on issues related to Quality Assurance.

23.2. Factors for recall.

An "adverse event," for the purposes of this document, is defined as any negative medical occurrence associated with the use of a consumable or topical product, whether or not considered drug related. The following are factors that if present, would likely necessitate a recall and a potential for retesting or remediation:

- Illnesses or other symptoms have already occurred.
- A link exists between the health problem or injury and use of the product.
- Did the consumer use the product according to label directions? If yes, was the health problem or injury the result of 1) product quality (contamination); 2) inadequate instructions for use; 3) problem with packaging; or 4) other known or unknown causes?
- List potential factors in the production process that could have contributed to the type of issue that has occurred. Unsafe irrigation water? Other contaminated inputs? Lack of sanitation? Other? Consider as many options as possible to narrow down causes. A separate list may be attached and the most likely causes discussed here. How could these issues have contributed to the problem?
- If a contaminant is involved that could make people ill, what portion of the population may be most affected (people with terminal illnesses, compromised immune systems, etc.?) How severe is the hazard to the listed groups?
- What is the level of severity that could result if the population is exposed to the contaminant.

- o Life threatening: possible death
- o Severe: permanent significant disability
- o Moderate: temporary significant disability or permanent minor disability
- o Limited: short-term minor disability/complaint
- None
- How many people have become ill or injured to date?
- What is the likelihood that more people will become ill or injured?
- If no issues have been reported yet, what is the likelihood that an illness or injury could occur in the vulnerable populations listed above or in the general population?
- What are the immediate and long-term consequences of the hazard?

23.3. Responsible individuals or positions.

The Quality Assurance Officer ("QAO") will oversee the recall process. The QAO will develop a Complaints and Recall Response Team, with backup team members, which will be responsible for recording and investigating complaints. Regular employees will be trained to refer complaints to a Team Member to handle complaint response. The process will ensure that any personal or medical information associated with an individual reporting an adverse event will be protected as sensitive information, stored in a secured location, and disposed of once it is no longer needed.

23.4. Employee safety.

Company has an extensive security plan to keep employees and others on the premises safe. The safety plan includes 24-hour alarm system, panic buttons in receptionist areas, 24-hour surveillance system, a security team with security guard on duty during business hours, and training on how to handle a robbery or break-in to minimize risk to employees.

23.5. Notification protocols.

The Inventory Control Manager or his/her designee will report or monitor and resolve, as applicable, all notifications from the SSTS within the allotted time frame. If a notification cannot be resolved by the inventory management team, the CCO or other

senior manager will be consulted at least 12 hours before a notification is due to be resolved. Only resolved notifications may be closed out or marked as resolved.

Employees will be trained to notify the Inventory Control Manager or his/her designee of any potential theft, diversion, or loss of cannabis, who will notify the Statewide Seed-to-Sale Tracking System, if a notification event has occurred.

23.6. Return and destruction of recalled product.

Once it is determined that a Recall is necessary:

- 1. The Team Leader will notify the CEO, who will contact Company's legal counsel and determine an appropriate media response.
- 2. The Team Leader will notify the Commission of the recall determination within 24 hours, if the Regulatory Authority did not initiate the Recall.
- 3. The Team Leader will activate the Team to begin the Recall process.
- 4. To determine the scope of the recall, the Team will gather the information to answer the following questions:
 - 1. Have any disease or other health issues already occurred from use of the product?
 - 2. How serious is the health hazard?
 - 3. What are the immediate and long-term consequences?
- 5. Based on the responses to the questions in the item above, the Team will determine which of the following FDA class levels of Recall applies.
 - Class I: A situation where serious (possibly even fatal) health consequences may result if the product is consumed. Examples include Listeria or Salmonella in food. A public alert is usually issued.
 - **Class II**: A situation where a health hazard might exist but the probability is remote. A public alert may be issued. An example is a food containing an undeclared allergen.
 - **Class III**: A situation where a food violates federal regulations, but is unlikely to cause adverse health consequences, and where a public alert is not usually issued. An example is a food with a minor labeling issue.

• **Market Withdrawal**: A situation where a food has a minor violation that is not in violation of any food safety laws. The products may be withdrawn from the market without initiating a full recall.

- 6. The Inventory Control Manager ("ICM") will print a list of all purchasers of the affected batches, including all contact information, and a complete list of affected products delivered to each licensee.
- 7. The Team Coordinator will draft an email and phone script containing the following information and have it approved by the Team Leader:
 - The description of the product and the associated inventory control numbers
 - A description of the issue and any potential health problems, if applicable
 - Whether the products will be subject to a full Recall or withdrawn from the market
 - Instructions for returning the product to receive a refund or credit
 - A means through which the licensee may return documentation, such as a
 Response Form, to indicate that the licensee received the notification and
 followed through on completing the Recall process.
- 8. Dispensaries or other licensees who purchased the same batch(es) that are under Recall will be sent the email and receive the follow up phone call. A record of all communications with the licensees will be collected and retained. If an input product contributed to the issue leading to the complaints, the vendor will be contacted and informed of the problem. All related information will be logged.
- 9. The recalled products will be stored in a secured location and clearly labeled as "Recalled Materials." Undistributed items from the batch will be collected and added to the recalled items.
- 10. Manifests will be created and Transportation Agents will be dispatched to collect all recalled products.
- 11. The ICM or a designee will update the ICS with all related information.
- 12. The ICM will maintain a list of items that have and have not been returned.
- 13. The returned materials will enter into the destruction and waste disposal process.
- 14. The ICM or a designee will update the Statewide Seed-to-Sale Tracking System with all appropriate destruction and disposal information.

- 15. The Team Leader will initiate the Root Cause Investigation Procedure.
- 16. The Team Leader will report the outcome of the Recall to the Executive Staff.
- 17. This Complaints Handling and Recall Plan and associated forms will be updated to improve the effectiveness of the system, if applicable.
- 18. The Team Leader will review the documentation to ensure that all forms and supporting materials have been completed and collected, then forward the package to the Record Keeper for archiving.

23.7. Reporting to the Commission.

When a recall is initiated, the Team Leader will notify the Commission of the recall determination within 24 hours, if the Regulatory Authority did not initiate the Recall, and will report the crisis response plan. If reporting is required to other agencies, the Team Leader will make the necessary reports. In addition, The Inventory Control Manager or a designee will update the Statewide Seed-to-Sale Tracking System with all appropriate destruction and disposal information

23.8. Avoiding further contamination

To avoid further contamination, to preserve and protect uncontaminated cannabis or medical cannabis products, and to ensure access to said products by those who depend on it., the company will require the following as part of the recall process: In conjunction with conducting a Recall to retrieve all faulty products, isolating the contaminated product, and destroying it,

- 1. The recalled products will be stored in a secured location separate from other products and clearly labeled as "Recalled Materials." Undistributed items from the batch will be collected and added to the recalled items.
- 2. Manifests will be created and Transportation Agents will be dispatched to collect all recalled products.
- 3. The ICM will maintain a list of items that have and have not been returned.
- 4. The returned materials will enter into the destruction and waste disposal process.
- 5. The Team Leader will initiate the Root Cause Investigation Procedure.

23.9. Root cause investigation.

Company will conduct a Root Cause Investigation and analysis of the factors that led to the unsafe condition requiring the recall, and any adjustments to internal protocols and

processes to avoid recurrence. Root Cause Investigations should be completed within thirty calendar days of receipt of the complaint. Reasons for exceeding the timeframe for closure of the root cause investigation should be documented in the complaint file. Root Cause Investigation Procedure includes the following steps:

- If available, submit two samples from the batch to a State Testing Laboratory to perform required testing. Company will request that the testing laboratory perform a comprehensive array of tests to determine if specifications were met, including the testing of pesticides, cannabinoid profile, and any other tests that may aid the investigation.
- If any deviation or omission of procedure appears to have occurred, the Team will initiate prompt personnel interviews to determine the cause of the deviation.
- The final investigation report should include the following:
 - A clear statement of the reason for the investigation.
 - o A summary of the aspects of the process that may have caused the problem.
 - The results of a documentation review, with the assignment of actual or probable cause.
 - The results of a review made to determine if the problem has occurred previously.
 - A description of corrective actions taken.
 - A description of why the investigation is considered closed.

Company will then incorporate the corrective actions into its procedures moving forward.

Additional Notes:

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

<u>Exhibit 24 –</u> <u>Marketing and Advertising Plan</u>

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.

Gregory A. Cade	Owner			
Printed Name of Verifying Official	Title of Verifying Individual			
Gregory A. Cade	12/30/2022			
Signature of Verifying Individual	Verification Date			

[Not Started, but completion expected 30 days *after* award of license]

24.1. Logos and branding.

Company does not have logos, branding, messaging, or other marketing or advertising communications. Company expects to rely primarily on word-of-mouth marketing.

24.2. Media outlets.

Company has no current plans for any specific media outlets or platforms where the marketing or advertising campaigns or programs will be utilized. Company expects to rely primarily on word-of-mouth marketing.

24.3. Marketing consultants.

Company does not project for any media outlet or third-party individual or entity to play any role in the Cultivator's marketing or advertising efforts. Company expects to rely primarily on word-of-mouth marketing.

24.4. Packaging.

Company does not have virtual renderings of packaging at this time. However, when awarded a license, Company will have appropriate packaging designed and provide virtual renderings to the Commission demonstrating the size, color, logo, artwork, or statements appearing on the packaging, as well as all child-resistant, tamper-evident, or other safety features, demonstrating conformity with the Act and the AMCC Rules.

24.5. Labeling.

Company does not have exemplars of labeling at this time. However, when awarded a license, Company will have design and produce to the Commission exemplars of appropriate labeling, including labeling on packaging, on containers, and on any inserts to be included in any packages, demonstrating conformity with the Act and the AMCC Rules.

Additional Notes:

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in

this exhibit that may change.

Exhibit 25 – Website and Social Media

Verification

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

Gregory A. Cade	Owner				
Printed Name of Verifying Official	Title of Verifying Individual				
Gregory A. Cade	12/30/2022				
Signature of Verifying Individual	Verification Date				

[Not Started, but completion expected 60 days *after* award of license]

25.1. Website.

Company does not own or operate a website at this time but plans to purchase one after award of the license.

25.2. Social Media.

Company does not own or operate a webpage, social media page, or other online site.

Additional Notes:

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change.

ALABAMA Center for Health Statistics

	MUST BE COM-	T EMBOURNE	MUST SIGN		RED INK.	NOT USE	WRITE PLAIN- LY WITH	A TYPE- WRITER OR	HILL IN WITH		SEE OTHER	AFTER BIRTH.	WITHIN FIVE (5) DAYS	LOCAL	MUST BE	THE IS A
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ANY ALTERATIONS VOID THIS DOCUMENT

Statistics, Alabama Department of Public Health, Montgomery, Alabama. This is an official certified copy of the original record filed in the Center of Health 2010-182-099-1

"Oskove "Y. Donald

March 16, 2010

ALL ITEMS MUST BE COM- PLETE AND ACCURATE	ATTENDANT MUST SIGN PERSONALLY.	MOT USE GREEN NOR RED INK.	A TYPE- WRITER OR WRITE PLAIN- LY WITH	SIDE.	SEE OTHER	LOCAL ISTRAR WITHIN FIVE (5) DAYS	
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ANY ALTERATIONS VOID THIS DOCUMENT

Statistics, Alabama Department of Public Health, Montgomery, Alabama. This is an official certified copy of the original record filed in the Center of Health 2010-182-099-1

Cassonie M. Donald

March 16, 2010

Catherine Molchan Donald



Darryl Humes Agency, LLC Darryl Humes, LUFTC 1305 4th Ave S Birmingham, AL 35233

To whom it may concern:

Please find this letter in support of licensure compliance with § 20-2A-53(a)(2), Code of Alabama 1975 and the Alabama Cannabis Commission requiring specific insurance for Cultivation activities. My agency is working jointly with Cannasure, to construct the proper policy that will cover the necessary general liability insurance for the issuance of policy or policies required at Sanitus, LLC, located at Pheasant Hill Farms, LLC, 12733 Pheasant Drive, McCalla, Alabama, 35111. Understanding that this letter is to serve as a letter of intent, our agency is intending on providing coverage of \$2,000,000, well within the capacity of this company when the operation is fully functional after the insurance of the cultivation license in the next several months.

If you should have any further questions, please don't hesitate to reach out to me directly, Darryl Humes, if I can be of further assistance.

Regards,

Darryl Humes
Owner/Agent

FORM K: Affidavit of Entity Applicant for Alabama Medical Cannabis License

ST	ATE OF	Alabama	_)			
)			
Jeff	erson	COUNTY)			
		the undersigned not nder oath as follows (10/17		o after being by m	e first duly sworn,
1.		OF ENTITY APPLYING	- 22 - 22	5,000,000		
2.	NAME	OF AFFIANT: Jo	ordan Andrews Cade			
3.	AFFIAI	NT'S POSITION WITH	APPLICANT: Minority	owner Owner		
4.	AFFIAI	NT IS THE APPLICANT	Γ'S (Check One):		sponsible Party idavit of BOTH ind	Contact Person dividuals is required)
5.	ТҮРЕ (F LICENSE BEING SO	UGHT BY APPLICAN	T (Check O	ne):	
		Cultivator	Processor		Secure Tran	sporter
		Dispensary	Integrated Fac	cility	State Testin	g Laboratory
6.	On heb	alf of the Applicant, I	do hereby affirm un	der oath as	s follows:	
0.	a.	I, the undersigned A years and competentINITIAL H	ffiant named in para t to provide this Affic	graph 2 ab		over the age of 19
	b.	In my position stated identified in paragra (Attach a copy of the INITIAL HI	ph 1 above (hereinal e entity applicant's	fter, "Appli	cant") to provide t	his Affidavit.
	c.	I understand and ac documents or other license of the type s nor the Applicant are	exhibits accompany pecified in paragrap	ying it, are h 5 above,	for the purpose on behalf of the A	of seeking one (1) Applicant. Neither I
	d.	any individual or any INITIAL HITTIAL HITTIAL Application are true investigation by me outside my personal those within the Apr	y other entity. ERE s, information, documents and correct, based to the extent any knowledge or ability	uments ar on my own information to affirm, l	nd other exhibits n personal knowle on provided there I have personally o	provided in the edge and a diligent ein was heretofore communicated with

		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. INITIAL HERE
	f.	Applicant understands, acknowledges, and will continue to respect and comply with AMCC Rules regarding limited communication during the Application process. INITIAL HERE
	g.	Applicant consents to all background checks, examinations, inspections, and search and seizure by AMCC and law enforcement personnel during this Application process and afterward, to the extent a license is awarded. INITIAL HERE
	h.	Applicant has no economic interest, as defined in the AMCC Rules, in any other license or Application for license under the Darren Wesley "Ato" Hall Compassion Act, § 20-2A-1, et seq. Code of Alabama 1975.
	i.	I and the Applicant will at all times, to the best of our ability, comply with the AMCC Rules, and cooperate and maintain transparency with the AMCC, its staff and other agents. INITIAL HERE
	j.	Any verification provided in the Application is hereby affirmed under oath to be true and correct as of the date of the Application's submission.
		Jordan Andrews cade
Sworn	to a	Applicant nd subscribed before me on this 27 day of 4ebruary , 2023.
		Notary Public
		My Commission Expires: 10/21/25
		[SEAL]

FORM K: Affidavit of Entity Applicant for Alabama Medical Cannabis License

STATE OF Ala	bama	.)		
)		
Jefferson	COUNTY)		
		ary, did appear the Affiant please type or print legibly)		e first duly sworn,
1. NAME OF E	NTITY APPLYING	FOR LICENSE: Sanitus LLC		
2. NAME OF A	FFIANT: G	regory Andrews Cade		
3. AFFIANT'S	POSITION WITH	APPLICANT: Majority Owner		
4. AFFIANT IS	THE APPLICANT		Responsible Party e affidavit of BOTH ind	Contact Person ividuals is required)
5. TYPE OF LIC	CENSE BEING SO	UGHT BY APPLICANT (Che	eck One):	
•	Cultivator	Processor	Secure Trans	porter
\circ	Dispensary	Integrated Facility	State Testing	Laboratory
6. On behalf o	f the Applicant, I	do hereby affirm under oa	ith as follows:	
		ffiant named in paragraph to provide this Affidavit. ERE	2 above, am an adult, o	over the age of 19
ider	ntified in paragra	l in paragraph 3 above, I ha ph 1 above (hereinafter, "A e entity applicant's writte ERE	Applicant") to provide th	nis Affidavit.
doc lice nor	uments or other nse of the type s		, are for the purpose of ove, on behalf of the A	f seeking one (1) pplicant. Neither I
App inve outs	olication are true estigation by me side my personal	s, information, document and correct, based on my . To the extent any infor knowledge or ability to aff blicant's business who hav	own personal knowle mation provided therei irm, I have personally co	dge and a diligent in was heretofore ommunicated with

		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. 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. [NITIAL 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 seg. Code of Alabama 1975. INITIAL HERE
	i.	I and the Applicant will at all times, to the best of our ability, comply with the AMCC Rules, and cooperate and maintain transparency with the AMCC, its staff and other agents. INITIAL HERE
	j.	Any verification provided in the Application is hereby affirmed under oath to be true and correct as of the date of the Application's submission. Gregory A. Cade
		Signature of Affiant Acting for and on behalf of:
		Sanitus LLC Applicant
Swar	n to r	and subscribed before me on this 30 day of December , 2022 .
SWOT	11 10 2	Manda Mary Public Notary Public
		My Commission Expires: 10/21/25
		[SEAL]