

Any and all redactions made within this document are personal identifiers and are made solely to protect the owners and/or employees of Twisted Herb Cultivation, LLC.

I cite Alabama Code Section 36-12-40.

For home addresses and phone numbers specifically, I additionally cite "Opinion of Alabama Attorney General #96-00003".

For social security numbers specifically, I additionally cite "Alabama Code Section 41-13-6" and "Opinion of Alabama Attorney General #2010-074".

William D McNeal – CEO/Owner of Twisted Herb Cultivation, LLC.

 3/12/23



Review

Selected Account: Twisted Herb Cultivation

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

Your reference code is 1639.

File Date : 03/12/2023 12:44 PM

Your transaction ID is : 89085202

Transaction Token: 653027c5-c54c-4153-819d-5a62d9032a98

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

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

Request for Business Application Information

✓ Request Number: 0386

General Applicant Information

✓ Applicant Name : Twisted Herb C
ultivation, LLC

✓ Applying as: Business Entity

Trade Name :
(DBAs)

✓ Identification: FEIN
Number
Type

✓ Federal Tax : [REDACTED]
Identification
Number

✓ Business : Twisted Herb C
Entity : ultivation, LLC
Name

✓ Business : Limited Liabilit
Entity Type y Company

✓ Secretary of: 001051682
State Entity
ID Number

✓ Federal : 111000
Business
Code No

✓ Date of Qualification, Organization or
Incorporation :12/02/2
022

Applicant Street Address

✓ Street: [REDACTED]

Unit No / :
Apt No

✓ City: [REDACTED]

✓ County: 07-Butler

✓ State: Alabama

✓ Zip Code: [REDACTED]

Applicant Mailing Address

- ✓ Street: [REDACTED] Unit No / Apt No : City: [REDACTED]
- ✓ State: Alabama ✓ Zip Code: [REDACTED]
- ✓ Address Verified?: Yes
- Applicant Website : ✓ Applicant Email Address [REDACTED] ✓ Applicant Phone Number [REDACTED]
- ✓ Do you have a management service agreement in place?: No

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

Primary Contact Person

- ✓ First Name: William ✓ Last Name: McNeal ✓ Title: CEO/Owner
- ✓ Phone Number [REDACTED] ✓ Email: [REDACTED]
- ✓ Street: [REDACTED] Unit No / Apt No : City: [REDACTED]
- ✓ State: Alabama ✓ Zip Code [REDACTED]
- ✓ Address Verified?: Yes

License Information

- ✓ License Type: Cultivator

Facility Information

Facility Information

✓ **Facility Type** : Cultivation Facility

Physical Address

✓ **Street:** 8385 Mobile Rd

Unit No / Apt No :

✓ **City:** Greenville

✓ **County:** 07-Butler

✓ **State:** Alabama

✓ **Zip Code:** 36037

✓ **Address Verified?** : Yes

Facility Information Questions

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

✓ **Is this facility under construction?** : No

✓ **The number of days, if awarded a license, within which the Applicant reasonably projects it will commence operations at this facility** : 30

✓ **The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility** : 365

✓ **Does the applicant verify that this proposed facility will be in a permissible location, if applicable, and will maintain compliance with all State and local laws, resolutions and ordinances?** : Yes

Ownership of Applicant

✓ **Select type of record:** Individual

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

Individual

✓ Legal First Name : William

Suffix:

✓ Date of Birth

✓ Ownership Percentage of the Applicant : 25.5

✓ Legal Middle Name : David

✓ Phone Number

✓ Social Security Number

✓ Role: General Partner , Officer

✓ Legal Last Name : McNeal

✓ Email Address

✓ Race/Ethnicity: Caucasian

Residence Address

✓ Street:

Unit No / :
Apt No

✓ City:

✓ State: Alabama

✓ Zip Code:

✓ Address Verified? : Yes

✓ Select type of record: Individual

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

Individual

✓ Legal First Name : Michael

Suffix:

✓ Date of Birth

✓ Ownership Percentage of the Applicant : 25.5

✓ Legal Middle Name : Anthony

✓ Phone Number

✓ Social Security Number

✓ Role: General Partner , Officer

✓ Legal Last Name : Whiddon

✓ Email Address

✓ Race/Ethnicity: Caucasian

Residence Address

- ✓ Street: [REDACTED] Unit No / : Apt No City: [REDACTED]
 - ✓ State: Alabama Zip Code: [REDACTED]
 - ✓ Address : Yes Verified?
-

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

Individual

- ✓ Legal First Name : Ronald Legal Middle Name : Scott Legal Last: Seawright Name
- Suffix: Phone Number: [REDACTED] Email Address: [REDACTED]
- ✓ Date of Birth: [REDACTED] Social Security Number: [REDACTED] Race/Ethnicity: Caucasian
- ✓ Ownership : 49 Percentage of the Applicant Role: General Partner , Officer

Residence Address

- ✓ Street: [REDACTED] Unit No / : Apt No City: [REDACTED]
 - ✓ State: Alabama Zip Code: [REDACTED]
 - ✓ Address : Yes Verified?
-

Cannabis Industry Entities

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

Questions and Attestations

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

- ✓ **Select One** : Ownership Entity
- ✓ **Name:** Seawrights Store LLC (Ronald Scott Seawright)
- ✓ **Commercial license or certificate applied for** : Retail beer, retail table wine, tobacco and alternative nicotine products
- ✓ **Licensing Board or Commission** : Alcoholic beverage control board
- ✓ **Application: Date** : 06/24/2022
- ✓ **Issued Date** : 10/01/2022
- ✓ **Expiration: Date** : 09/30/2023

- ✓ **Select One** : Ownership Entity
- ✓ **Name:** Farm Systems Inc (Ronald Scott Seawright)
- ✓ **Commercial license or certificate applied for** : Dealer in firearms other than destructive devices
- ✓ **Licensing Board or Commission** : US Department of Justice Bureau of Alcohol, Tobacco, Firearms and Explosives
- ✓ **Application: Date** : 04/29/2021
- ✓ **Issued Date** : 04/29/2021
- ✓ **Expiration: Date** : 05/01/2024

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

- ✓ Has the applicant, any ownership entity, or any cannabis entity connected to any individual or entity with an ownership interest in the applicant, ever been authorized to participate in the cannabis or medical cannabis industry, licensed (i.e., a "licensee" as defined in Chapter 1 of the AMCC Rules), or

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

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

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

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

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

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

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

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

✓ Commencement: 5 of Operation ✓ Year One: 10 ✓ Year Two: 15

✓ Year Three: 15 ✓ Year Four: 15 ✓ Year Five: 15

✓ Does the applicant verify that it has the ability to maintain adequate minimum levels (\$2,000,000) of liability and casualty insurance, as required by § 20-2A-53(a)(2), Code of Alabama 1975 (as amended)? :Yes

✓ Does the applicant consent as required by § 20-2A-55(d), Code of Alabama 1975 (as amended) to the inspections, examinations, searches, and seizures contemplated by § 20-2A-52(a)(3), Code of Alabama 1975 (as amended)? : Yes

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

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

✓ Signature: William D McNeal

✓ Signature Date: 12/29/2022

Documents

✓ **Resume or Curriculum Vitae of Individuals with Ownership Interest:** Exhibit-1-Form A Ownership Resumes amended.pdf (/api/doc...

✓ **Residency of Owners:** Exhibit 2 Residency of Owners amended.pdf (/api/documents/...

✓ **Commercial Horticulture or Agronomic Production Experience of Owners:** Exhibit 3 Horticulture or Agronomic Experience.pdf (/api/docu...

✓ **Criminal Background Check:** Exhibit-4-Criminal Background Check.pdf (/api/documents/uP...

✓ **Demonstration of Sufficient Capital:** Exhibit 5 Demonstration of Sufficient Capital corrected 1.2.pdf (...)

✓ **Financial Statements:** Exhibit 6_Financial Statements corrected.pdf (/api/documents...

✓ **Tax Plan:** Exhibit 7 Tax Plan.pdf (/api/documents/rLrumBrk1/download)

✓ **Business Formation Documents:** Exhibit-8-Business Formation Documents.pdf (/api/document...

✓ **Business License and Authorization of Local Jurisdictions:** Exhibit 9 Business License and Authorization.pdf (/api/docum...

✓ **Business Plan:** Exhibit 10 Business Plan.pdf (/api/documents/oGutQDcnQ/do...

✓ **Evidence of Business Relationship with other Licensees** Exhibit 11 evidence of business relationship.pdf (/api/docume...

| | |
|---|---|
| ✓ Standard Operating Plan and Procedures: | Exhibit 12 Standard Operating Plans _ Procedures.pdf (/api/do... |
| ✓ Policies and Procedures Manual: | Exhibit 13 Policies and Procedures Manual.pdf (/api/documen... |
| ✓ Machinery and Equipment: | Exhibit 14 Machinery _ Equipment.pdf (/api/documents/dCbH... |
| ✓ Receiving and Shipping Plan: | Exhibit 15 Receiving _ Shipping Plan.pdf (/api/documents/ba6... |
| ✓ Facilities: | Exhibit 16 Facilities corrected.pdf (/api/documents/m88dWm... |
| ✓ Engineering Plans and Specifications: | Exhibit 17 Engineering Plans & Specs corrected.pdf (/api/docu... |
| ✓ Security Plan: | Exhibit 18 Security Plan corrected.pdf (/api/documents/Y4fSt... |
| ✓ Personnel: | Exhibit-19-Personnel corrected.pdf (/api/documents/uzIVZzq9... |
| ✓ Business Leadership Credentials: | Exhibit 20 Business Leadership Credentials.pdf (/api/documen... |
| ✓ Employee Handbook: | Exhibit 21 Employee Handbook.pdf (/api/documents/GMdm-x... |
| ✓ Quality Control and Quality Assurance Plan: | Exhibit 22 QC _ QA Plan.pdf (/api/documents/MbEWtl8yd/dow... |
| ✓ Contamination and Recall Plan: | Exhibit 23 Contamination _ Recall Plan.pdf (/api/documents/k... |
| ✓ Marketing and Advertising Plan: | Exhibit 24 Marketing and Advertising Plan corrected.pdf (/api/... |
| ✓ Website and Social Media: | Exhibit 25 Website _ Social Media.pdf (/api/documents/1UTds... |
| ✓ Ownership Entity Individuals (if applicable): | Exhibit Form I Ownership Entity Individuals.pdf (/api/documen... |
| ✓ Proof of Minimum Liability and Casualty Insurance: | Insurance amended.pdf (/api/documents/7ORGzAgRr/downlo... |
| ✓ Affidavit - Entity Applicant: | Form-K-Affidavit signed.pdf (/api/documents/pcFpg2DRp/dow... |

Payments

- ✓ **Payment Options:** Credit Card

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William D McNeal – CEO/Owner of Twisted Herb Cultivation, LLC.

 3/12/23

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

Verification

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

William D. McNeal
Printed Name of Verifying Individual

CEO / OWNER
Title of Verifying Individual


Signature of Verifying Individual

3/12/23
Verification Date

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Twisted Herb Cultivation, LLC

Cultivator

Business License Applicant Name

License Type

William D McNeal

25.5%

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

Residential History

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

[Redacted Address]

Residential Street Address

[Redacted City]

AL

[Redacted Zip]

City

State

Zip

02/2012

Current

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[Redacted Address]

Residential Street Address

[Redacted City]

AL

[Redacted Zip]

City

State

Zip

07/2010

02/2012

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY).

[Redacted Address]

Residential Street Address

[Redacted City]

AL

[Redacted Zip]

City

State

Zip

04/2009

07/2010

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[Redacted Address]

Residential Street Address

[Redacted City]

NE

[Redacted Zip]

City

State

Zip

11/2008

04/2009

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[Redacted]

Residential Street Address

[Redacted]

TN

[Redacted]

City

State

Zip

04/2008

11/2008

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[Redacted]

Residential Street Address

[Redacted]

AL

[Redacted]

City

State

Zip

03/2007

04/2008

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Education

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

| | | |
|---------------------------------------|-------------------------------------|--------------------------|
| Berry College | Mt. Berry | GA |
| _____ Institution | _____ City | _____ State |
| 08/1998 | 05/2002 | B.S. |
| _____ Date Attended From (MM/YYYY) | _____ Date Attended To (MM/YYYY) | _____ Degree Received |


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

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

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

Employment History

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

| | | |
|---------------------------------------|-------------------------------------|---|
| Koch Foods | Michael Whiddon |  |
| _____ Employer | _____ Contact Person | _____ Telephone |
| 3500 Western Blvd | | |
| _____ Business Address | | |
| Montgomery | AL | 36108 |
| _____ City | _____ State | _____ Zip |
| 04/2009 | Current | |
| _____ Date Employed From (MM/YYYY) | _____ Date Employed To (MM/YYYY) | |

Thurston Land & Cattle**Sid Thurston**

Employer

Contact Person

Telephone

45057 Thurston Dr.

Business Address

Hyannis**NE****69350**

City

State

Zip

11/2008**04/2009**

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

Riverside Angus**Closed down****closed down**

Employer

Contact Person

Telephone

1900 Clarkrange - Monterey Hwy

Business Address

Clarkrange**TN****38553**

City

State

Zip

04/2008**11/2008**

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

Embrex-Pfizer**Bryan Cumming**

Employer

Contact Person

Telephone

1040 Swabia Court

Business Address

Durham**NC****27709**

City

State

Zip

01/2007**04/2008**

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

Employer

Contact Person

Telephone

Business Address

City

State

Zip

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

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

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

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

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

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Twisted Herb Cultivation, LLC

Cultivation

Business License Applicant Name
Michael Whiddon

License Type
25.5%

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

Residential History

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

[REDACTED]

Residential Street Address

[REDACTED]

AL

[REDACTED]

City
05/2002

State

Zip
11/2022 (current residence)

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)

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)

Education

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

| | | |
|------------------------------|----------------------------|-----------------|
| Troy University | Troy | AL |
| Institution | City | State |
| 08/1989 | 12/1991 | |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |


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

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

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

Employment History

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

| | | |
|------------------------------|----------------------------|---|
| Koch Foods | Bill McNeal |  |
| Employer | Contact Person | Telephone |
| 3500 Western Blvd | | |
| Business Address | | |
| Montgomery | AL | 36108 |
| City | State | Zip |
| 04/1992 | 11/2022 | |
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) | |

| | | |
|----------|----------------|-----------|
| Employer | Contact Person | Telephone |
|----------|----------------|-----------|

Business Address

| | | |
|------|-------|-----|
| City | State | Zip |
|------|-------|-----|

| | |
|------------------------------|----------------------------|
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) |
|------------------------------|----------------------------|

| | | |
|----------|----------------|-----------|
| Employer | Contact Person | Telephone |
|----------|----------------|-----------|

Business Address

| | | |
|------|-------|-----|
| City | State | Zip |
|------|-------|-----|

| | |
|------------------------------|----------------------------|
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) |
|------------------------------|----------------------------|

| | | |
|----------|----------------|-----------|
| Employer | Contact Person | Telephone |
|----------|----------------|-----------|

Business Address

| | | |
|------|-------|-----|
| City | State | Zip |
|------|-------|-----|

| | |
|------------------------------|----------------------------|
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) |
|------------------------------|----------------------------|

| | | |
|----------|----------------|-----------|
| Employer | Contact Person | Telephone |
|----------|----------------|-----------|

Business Address

| | | |
|------|-------|-----|
| City | State | Zip |
|------|-------|-----|

| | |
|------------------------------|----------------------------|
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) |
|------------------------------|----------------------------|

| | | |
|----------|----------------|-----------|
| Employer | Contact Person | Telephone |
|----------|----------------|-----------|

Business Address

| | | |
|------|-------|-----|
| City | State | Zip |
|------|-------|-----|

| | |
|------------------------------|----------------------------|
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) |
|------------------------------|----------------------------|

| | | |
|----------|----------------|-----------|
| Employer | Contact Person | Telephone |
|----------|----------------|-----------|

Business Address

| | | |
|------|-------|-----|
| City | State | Zip |
|------|-------|-----|

| | |
|------------------------------|----------------------------|
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) |
|------------------------------|----------------------------|

| | | |
|----------|----------------|-----------|
| Employer | Contact Person | Telephone |
|----------|----------------|-----------|

Business Address

| | | |
|------|-------|-----|
| City | State | Zip |
|------|-------|-----|

| | |
|------------------------------|----------------------------|
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) |
|------------------------------|----------------------------|

| | | |
|----------|----------------|-----------|
| Employer | Contact Person | Telephone |
|----------|----------------|-----------|

Business Address

| | | |
|------|-------|-----|
| City | State | Zip |
|------|-------|-----|

| | |
|------------------------------|----------------------------|
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) |
|------------------------------|----------------------------|

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Twisted Herb Cultivation, LLC

Cultivator

Business License Applicant Name

License Type

Ronald Scott Seawright

49%

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

Residential History

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

Residential Street Address

AL

Zip

City

State

10/2022

Current

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

State

Zip

City

11/2006

10/2022

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY).

Residential Street Address

State

Zip

City

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

State

Zip

City

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

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Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Education

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

| | | |
|--|----------------------------|-----------------|
| <u>Gadsden State Community College</u> | <u>Gadsden</u> | <u>AL</u> |
| Institution | City | State |
| <u>08/1993</u> | <u>12/1995</u> | |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

| | | |
|------------------------------|----------------------------|-----------------|
| <u></u> | <u></u> | <u></u> |
| Institution | City | State |
| <u></u> | <u></u> | <u></u> |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

| | | |
|------------------------------|----------------------------|-----------------|
| <u></u> | <u></u> | <u></u> |
| Institution | City | State |
| <u></u> | <u></u> | <u></u> |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

| | | |
|------------------------------|----------------------------|-----------------|
| <u></u> | <u></u> | <u></u> |
| Institution | City | State |
| <u></u> | <u></u> | <u></u> |
| Date Attended From (MM/YYYY) | Date Attended To (MM/YYYY) | Degree Received |

Employment History

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

| | | |
|--|----------------------------|-------------------|
| <u>J&R Lumber & Supply Co, Inc</u> | <u>Ron Seawright</u> | <u>[REDACTED]</u> |
| Employer | Contact Person | Telephone |
| <u>9885 County Rd 33</u> | | |
| Business Address | | |
| <u>Ashville</u> | <u>AL</u> | <u>35953</u> |
| City | State | Zip |
| <u>09/1990</u> | <u>Current</u> | |
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) | |

Farm Systems, Inc**Jay Stewart**

Employer

Contact Person

Telephone

1900 Barry Street

Business Address

Oxford**AL****36203**

City

State

Zip

09/2008**Current**

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

Agcor Steel**Zac Smith**

Employer

Contact Person

Telephone

540 Industrial Park Rd

Business Address

Cullman**AL****35055**

City

State

Zip

10/2014**Current**

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

COR Building Products**Mike Walker**

Employer

Contact Person

Telephone

8263 US Hwy 31

Business Address

Hanceville**AL****35077**

City

State

Zip

01/2021**Current**

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

Employer

Contact Person

Telephone

Business Address

City

State

Zip

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

| | | |
|----------|----------------|-----------|
| Employer | Contact Person | Telephone |
|----------|----------------|-----------|

Business Address

| | | |
|------|-------|-----|
| City | State | Zip |
|------|-------|-----|

| | |
|------------------------------|----------------------------|
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) |
|------------------------------|----------------------------|

| | | |
|----------|----------------|-----------|
| Employer | Contact Person | Telephone |
|----------|----------------|-----------|

Business Address

| | | |
|------|-------|-----|
| City | State | Zip |
|------|-------|-----|

| | |
|------------------------------|----------------------------|
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) |
|------------------------------|----------------------------|

| | | |
|----------|----------------|-----------|
| Employer | Contact Person | Telephone |
|----------|----------------|-----------|

Business Address

| | | |
|------|-------|-----|
| City | State | Zip |
|------|-------|-----|

| | |
|------------------------------|----------------------------|
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) |
|------------------------------|----------------------------|

| | | |
|----------|----------------|-----------|
| Employer | Contact Person | Telephone |
|----------|----------------|-----------|

Business Address

| | | |
|------|-------|-----|
| City | State | Zip |
|------|-------|-----|

| | |
|------------------------------|----------------------------|
| Date Employed From (MM/YYYY) | Date Employed To (MM/YYYY) |
|------------------------------|----------------------------|

Any and all redactions made within this document are personal identifiers and are made solely to protect the owners and/or employees of Twisted Herb Cultivation, LLC.

I cite Alabama Code Section 36-12-40.

For home addresses and phone numbers specifically, I additionally cite "Opinion of Alabama Attorney General #96-00003".

For social security numbers specifically, I additionally cite "Alabama Code Section 41-13-6" and "Opinion of Alabama Attorney General #2010-074".

William D McNeal – CEO/Owner of Twisted Herb Cultivation, LLC.

 3/12/23

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.

William D. McNeal
Printed Name of Verifying Individual

CEO / OWNER
Title of Verifying Individual


Signature of Verifying Individual

3/12/23
Verification Date

Exhibit 2 Proof of Residency

Please see the following attachments for:

- Michael A Whiddon (25.5% owner in Twisted Herb Cultivation, LLC)
- Ronald Scott Seawright (49% owner in Twisted Herb Cultivation, LLC)



Deborah B. Crews
Butler County Revenue Commissioner

License Type: Cultivator

700 Court Square
Greenville AL 36037

334-382-3221

butlercountyal.com

December 14, 2022

RE: Whiddon Michael A & Greta S
10-10-04-20-0-000-008.001

To Whom It May Concern:

This property was purchased by the Whiddons on April 4, 2000. The deed is recorded in the Butler County Probate office in book 268 page 940. They currently have homestead on the property and have paid the taxes since purchase.

Please notify us if you have any questions.

Thank you,

A handwritten signature in blue ink that reads "agbraden".

Annie Glenn Braden
Assessing/Collecting Clerk

Kenneth L. Crowe

Revenue Commissioner

St. Clair County
165 – Fifth Avenue
Suite 200
Ashville, Al 35953
(205) 594-2160

December 28, 2022

**Ronald Seawright has claimed homestead at [REDACTED]
[REDACTED] since 01/19/2007.**

If you have any questions, please call 205 594 2160.

Thanks



**Ken Crowe
Revenue Commissioner**



Kenneth L. Crowe
Revenue Commissioner
St. Clair County



Pell City Office
Office (205) 814-3440
Cell (205) 365-5114
Fax (205) 814-9541

Ashville Office
Office (205) 594-2460
Cell (205) 365-5114
Fax (205) 594-2163

Email: kcrowe@stclairco.com

| | Year | T | S | TD | Ex | PPIN | DUP | ACCOUNT | Name | | | Tax |
|-----|------|---|---|----|----|------|-----|---------|------------------|-----|--|---------|
| 01) | 2007 | 0 | | 00 | H1 | | | | SEAWRIGHT RONALD | SCO | | *PAID |
| 02) | 2008 | 0 | | 00 | H1 | | | | SEAWRIGHT RONALD | SCO | | *PAID |
| 03) | 2009 | 0 | | 00 | H1 | | | | SEAWRIGHT RONALD | SCO | | *PAID |
| 04) | 2010 | 0 | | 00 | H1 | | | | SEAWRIGHT RONALD | SCO | | *PAID |
| 05) | 2011 | 0 | | 00 | H1 | | | | SEAWRIGHT RONALD | SCO | | *PAID |
| 06) | 2012 | 0 | | 00 | H1 | | | | SEAWRIGHT RONALD | SCO | | *PAID |
| 07) | 2013 | 0 | | 00 | H1 | | | | SEAWRIGHT RONALD | SCO | | *PAID |
| 08) | 2014 | 0 | | 00 | H1 | | | | SEAWRIGHT RONALD | SCO | | *PAID |
| 09) | 2015 | 0 | | 00 | H1 | | | | SEAWRIGHT RONALD | SCO | | *PAID |
| 10) | 2016 | 0 | | 00 | H1 | | | | SEAWRIGHT RONALD | SCO | | *PAID |
| 11) | 2017 | 0 | | 00 | H1 | | | | SEAWRIGHT RONALD | SCO | | *PAID |
| 12) | 2018 | 0 | | 00 | H1 | | | | SEAWRIGHT RONALD | SCO | | *PAID |
| 13) | 2019 | 0 | | 00 | H1 | | | | SEAWRIGHT RONALD | SCO | | *PAID |
| 14) | 2020 | 0 | | 00 | H1 | | | | SEAWRIGHT RONALD | SCO | | *PAID |
| 15) | 2021 | 0 | | 00 | H1 | | | | SEAWRIGHT RONALD | SCO | | 1830.60 |

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F24-CANCEL

Press F-key beside desired entry, ENTER for next or Page-Up for previous

Any and all redactions made within this document are personal identifiers and are made solely to protect the owners and/or employees of Twisted Herb Cultivation, LLC.

I cite Alabama Code Section 36-12-40.

For home addresses and phone numbers specifically, I additionally cite "Opinion of Alabama Attorney General #96-00003".

For social security numbers specifically, I additionally cite "Alabama Code Section 41-13-6" and "Opinion of Alabama Attorney General #2010-074".

William D McNeal – CEO/Owner of Twisted Herb Cultivation, LLC.

 3/12/23

Exhibit 3 - Commercial Horticulture or Agronomic Production Experience

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.

William D McNeal
Printed Name of Verifying Individual

CEO / OWNER
Title of Verifying Individual


Signature of Verifying Individual

12/26/22
Verification Date

Exhibit 3 Commercial Horticulture or Agronomic Experience

Michael Whiddon and William (Bill) McNeal are owners in Twisted Herb Cultivation, LLC and have 61 years of combined horticultural and agronomic experience.

Michael Whiddon

Michael Whiddon has worked on his family farm since 1983 (39 years of experience). During this time, he has been involved with several thousand acres of row cropping that includes hay, cotton, peanuts, and soybeans. Please see attached letter from his father Wilson Whiddon, who owns the farm, attesting to his experience. Please call him with any questions at [REDACTED]

Michael Whiddon purchased a 44 acre parcel in 2015 (7 years of experience), which he has utilized for pasture and hay production. Please see letter from bank, who financed the property, attesting to the fact that he owns and actively farms the property.

Bill McNeal

Bill McNeal grew up in Georgia and worked on a 20 acre Christmas Tree farm from 1990-1998 (8 years of experience). During this time he was involved with all horticultural aspects of raising & harvesting Christmas trees. Please see attached letter from the owner of the farm, Celie Parker, attesting to his experience on the farm. Please call her with any questions at [REDACTED]

Bill McNeal worked at the beef research unit during his time at Berry College in Rome Georgia from 1998-2002 (4 years of experience). While there he was involved in all aspects of hay production and pasture management. Please see attached letter from Tom Harris, who supervised/managed the operation during this time period, attesting to his experience. Please call him with any questions at [REDACTED].

Bill McNeal purchased a 60-acre farm and hay equipment in 2012 (10 years of experience), he has since managed & harvested hay from the property. Please see attached letter from the bank, which holds the lien on the property, confirming that he has an active hay operation.

December 13, 2022

To whom it may concern:

Michael Whiddon has been involved in the daily operations of Whiddon Farms since 1983. These operations include, but are not limited to, all aspects of the business including growing hay, cotton, peanuts and soybeans as well as tending to cows and hogs. He currently remains an integral part of Whiddon Farms even though he is now employed with Koch Foods. Should you need further information regarding his knowledge of farming or agribusiness, feel free to contact me at [REDACTED]

Sincerely,

A handwritten signature in blue ink that reads "Wilson M. Whiddon". The signature is written in a cursive style with a large, prominent "W" at the beginning.

Wilson M. Whiddon

WHIDDON FARMS, INC.

December 29, 2022

Michael A. Whiddon

To Whom It May Concern:

Please note and be advised that in July of 2010 Michael A. Whiddon constructed and began operation of 2 -66' x 600' broiler (poultry) houses. This operation was financed with First South Farm Credit, ACA. In February of 2015, Mr. Whiddon purchased 44 acres of pastureland and expanded his farming operation with the addition of cattle and hay production. Michael's hay operation consist of production of 400 - 500 rolls of hay each year. Mr. Whiddon's operation has performed extremely well and continues to have above average production.

Respectfully,



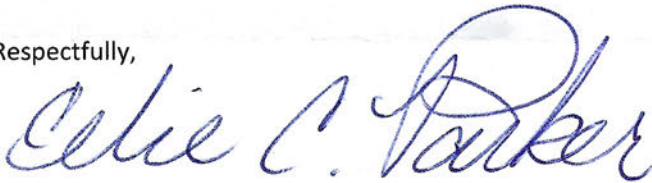
Andrew Moorer
Branch Manager

December 14, 2022

To whom it may concern:

Bill McNeal worked on my Christmas Tree Farm (Choo-Choo Hollow) from 1990 – 1998. During this time, he helped with all aspects of the farm such as planting trees, trimming trees, fertilizing, herbicide application, premise maintenance and harvesting of trees.

Respectfully,

A handwritten signature in blue ink that reads "Celie C. Parker". The signature is written in a cursive style with a large, prominent initial "C".

Celie Parker

December 15, 2022

To whom it may concern:

Bill McNeal worked for me at Berry College from 1998 – 2002. During this time, he assisted with all aspects of hay production and pasture management. This would include planting, mowing, herbicide application, and harvesting.

Respectfully,

A handwritten signature in cursive script that reads "Tom Harris".

Tom Harris



December 29, 2022

William D McNeal

To Whom It May Concern:

Please note and be advised that on June 26, 2012 William D McNeal purchased a 60 acre pullet poultry farm and hay equipment from Thomas A Till. It was financed with CCB Community Bank. Mr. McNeal has added additional equipment and continues to use the existing hay equipment in his hay operation. The operation has now been in business since June 26, 2012. This operation has performed very satisfactory and continues to perform above average.

A handwritten signature in black ink that reads "Steven R. Frazier".

Steven R Frazier

EVP/ Ag Lending

Exhibit 4 - Criminal Background Check

Verification

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

William D. McNeal
Printed Name of Verifying Individual

CEO/owner
Title of Verifying Individual


Signature of Verifying Individual

12/26/22
Verification Date

Twisted Herb Cultivation, LLC

Cultivator

Business License Applicant Name

License Type

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

| NAME | ROLE (select all that apply) |
|-------------------------|---|
| William D McNeal | <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant |
| Michael A Whiddon | <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant |
| Rondald Scott Seawright | <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant |
| Hollie Seawright | <input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input checked="" type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant |
| John Butts | <input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input checked="" type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant |
| Marie McNeal | <input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input checked="" type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant |
| Nathaniel Johnson | <input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input checked="" type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant |
| Tamera Shirley | <input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input checked="" type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant |
| William Ingram | <input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input checked="" type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant |
| | <input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant |

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

William D McNeal

CEO/Owner

Printed Name of Verifying Individual

Title of Verifying Individual



12/22/2022

Signature of Verifying Individual

Verification Date

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

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

Twisted Herb Cultivation, LLC

Cultivator

Business License Applicant Name

License Type

William D McNeal

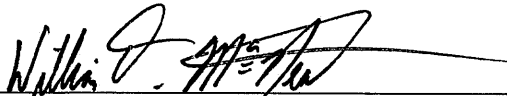
Individual's Name

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

Verification

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

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


Signature of Verifying Individual

12/22/22
Verification Date

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

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

Twisted Herb Cultivation, LLC

Cultivator

Business License Applicant Name

License Type

Michael A Whiddon

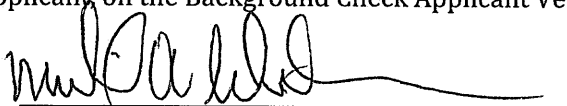
Individual's Name

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

Verification

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

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


Signature of Verifying Individual

12/22/2022
Verification Date

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.

Twisted Herb Cultivation, LLC

Cultivator

Business License Applicant Name

License Type

Marie McNeal

Individual's Name

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

Verification

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

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


 Signature of Verifying Individual

12/24/22
 Verification Date

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

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

Twisted Herb Cultivation, LLC

Cultivator

Business License Applicant Name

License Type

Hollie Seawright

Individual's Name

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

Verification

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

- That the individual's role(s) in the Applicant's business is one or more of the roles identified by § 20-2A-55(b), Code of Alabama 1975 (as amended).
- That the individual shall, as required by § 20-2A-55(b), Code of Alabama 1975 (as amended), submit to a state and national criminal background check, to be conducted and/or coordinated by the Alabama Law Enforcement Agency.
- That the individual has submitted its completed state criminal background check application form (ALEA SBI Form 46), and all other items required therewith, to ALEA
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- 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.

Hollie Seawright
Signature of Verifying Individual

12/22/22
Verification Date

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

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

Twisted Herb Cultivation, LLC

Cultivator

Business License Applicant Name

License Type

Johnathan Butts

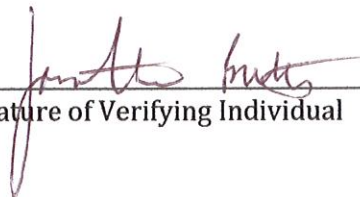
Individual's Name

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

Verification

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

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


Signature of Verifying Individual

12/22/22
Verification Date

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

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

Twisted Herb Cultivation, LLC

Business License Applicant Name

Cultivator

License Type

William Ingram

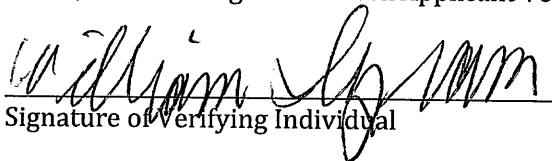
Individual's Name

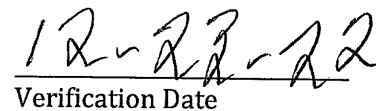
Individual's Role (select all that apply): Owner Shareholder Director Board Member
 Individual with Economic Interest in Applicant

Verification

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

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


Signature of Verifying Individual


Verification Date

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

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

Twisted Herb Cultivation, LLC

Cultivator

Business License Applicant Name

License Type

Nathaniel Johnson

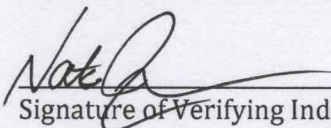
Individual's Name

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

Verification

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

- That the individual's role(s) in the Applicant's business is one or more of the roles identified by § 20-2A-55(b), Code of Alabama 1975 (as amended).
- That the individual shall, as required by § 20-2A-55(b), Code of Alabama 1975 (as amended), submit to a state and national criminal background check, to be conducted and/or coordinated by the Alabama Law Enforcement Agency.
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- That the individual will promptly respond to any request from ALEA, the FBI, and/or the Alabama Medical Cannabis Commission regarding the processing of the individual's state and national criminal background checks.
- That the individual has confirmed that his/her name and role(s) have been included, by the Applicant, on the Background Check Applicant Verification Form.


Signature of Verifying Individual

12-22-2022
Verification Date

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.

Twisted Herb Cultivation, LLC

Cultivator

Business License Applicant Name

License Type

Ronald Scott Seawright


Individual's Name

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

Verification

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

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


Signature of Verifying Individual

12-23-22
Verification Date

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

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

Twisted Herb Cultivation, LLC

Cultivator

Business License Applicant Name

License Type

Tamera Shirley

Individual's Name

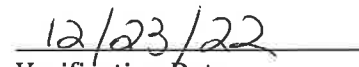
Individual's Role (select all that apply): Owner Shareholder Director Board Member
 Individual with Economic Interest in Applicant

Verification

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

- That the individual's role(s) in the Applicant's business is one or more of the roles identified by § 20-2A-55(b), Code of Alabama 1975 (as amended).
- That the individual shall, as required by § 20-2A-55(b), Code of Alabama 1975 (as amended), submit to a state and national criminal background check, to be conducted and/or coordinated by the Alabama Law Enforcement Agency.
- That the individual has submitted its completed state criminal background check application form (ALEA SBI Form 46), and all other items required therewith, to ALEA
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- 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

Any and all redactions made within this document are personal identifiers and are made solely to protect the owners and/or employees of Twisted Herb Cultivation, LLC.

I cite Alabama Code Section 36-12-40.

For home addresses and phone numbers specifically, I additionally cite "Opinion of Alabama Attorney General #96-00003".

For social security numbers specifically, I additionally cite "Alabama Code Section 41-13-6" and "Opinion of Alabama Attorney General #2010-074".

William D McNeal – CEO/Owner of Twisted Herb Cultivation, LLC.

 3/12/23

Exhibit 5 – Demonstration of Sufficient Capital

Verification

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

William D. McNeal

Printed Name of Verifying Individual

CEO/OWNER

Title of Verifying Individual



Signature of Verifying Individual

12/28/22

Verification Date

RONALD SCOTT SEAWRIGHT
PERSONAL FINANCIAL STATEMENT
DECEMBER 28, 2022

RUSSELL R RHODES
ACCOUNTING AND TAX SERVICES

P.O. BOX 210
CLEVELAND, ALABAMA 35049-0210
TELEPHONE: (205) 237-7712
FAX: (205) 625-4494
email: russell.rhodes@hotmail.com

ACCOUNTANT'S COMPILATION REPORT

Ronald Scott Seawright
Ashville, Alabama

I have compiled the accompanying statement of financial condition of Ronald Scott Seawright as of December 28, 2022. I have not audited or reviewed the accompanying financial statement and, accordingly, do not express an opinion or provide any assurance about whether the financial statement is in accordance with accounting principles generally accepted in the United States of America.

The individual is responsible for the preparation and fair presentation of the financial statement in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statement.

My responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist the individual in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statement. However, I did become aware of a departure from generally accepted accounting principles that is described in the following paragraph

As disclosed in Note 1 to the financial statements, there is no provision for income taxes other than those currently due.

December 29, 2022

RONALD SCOTT SEAWRIGHT
PERSONAL FINANCIAL STATEMENTS

TABLE OF CONTENTS

| | <u>Page</u> |
|----------------------------------|-------------|
| Compilation Report | 1 |
| Financial Statements | |
| Statement of Financial Condition | 2 |
| Notes to Financial Statements | 3-6 |

RONALD SCOTT SEAWRIGHT

**STATEMENT OF FINANCIAL CONDITION
DECEMBER 28, 2022**

ASSETS

| | |
|--|-------------------------|
| Cash on hand and in check | \$ 2,375,000 |
| Cash in savings | 20,000 |
| Investments in brokerage accounts | 94,000 |
| Real estate (Note 2) | 8,210,000 |
| Investments in closely held companies (Note 3) | 12,940,000 |
| Note receivable - J & R Lumber & Supply Co., Inc., interest only at 1% per month, unsecured | 200,000 |
| 401(k) account | 497,000 |
| Cash surrender value of life insurance | 20,000 |
| Vehicles, boat and 4 wheeler | 425,000 |
| Airplane | 850,000 |
| Household goods and personal effects | <u>115,000</u> |
| Total assets | <u>\$26,746,000</u> |

LIABILITIES AND OWNER'S EQUITY

| | |
|---|-------------------------|
| LIABILITIES | |
| Accounts payable | \$ 8,000 |
| Notes payable (Note 4) | 4,133,000 |
| Provision for income taxes on unrealized asset appreciation (Note 1) | <u>-0-</u> |
| Total liabilities | 4,141,000 |
| OWNER'S EQUITY | <u>22,605,000</u> |
| Total liabilities and owner's equity | <u>\$26,746,000</u> |

See Accountant's Compilation Report and Notes to Financial Statements.

-2-

RONALD SCOTT SEAWRIGHT

NOTES TO FINANCIAL STATEMENTS

Note 1. Summary of Significant Accounting Policies

The accompanying Statement of Financial Condition includes the assets, liabilities and owner's equity of Ronald Scott Seawright. Mr. Seawright is in the business of building construction, retail sales of building materials, real development and rental and operating a convenience store/restaurant/gas station. All assets are individually owned unless specifically identified in the accompanying notes. Assets are stated at their estimated current values, and liabilities at their estimated current amounts.

No provision has been made for estimated income taxes on the excess of the estimated current values of assets over their tax bases as if the estimated current values had been realized on the statement date as required by generally accepted accounting principles.

Note 2. Real Estate

The values for real estate are based on appraisals or the owner's best estimate based on knowledge of the current real estate market. The real estate owned is as follows:

| | |
|---|------------|
| Residence, St. Clair County, Alabama, ½ ownership value based on appraisal, pledged as security on mortgage and equity line to Wells Fargo Bank | \$ 850,000 |
| Land, 9 acres, zoned commercial, Attalla, Alabama, value based on appraisal, pledged as security on mortgage to Exchange Bank | 85,000 |
| Land, 27 acres, St. Clair County, Alabama, value based on appraisal, pledged as security on mortgage to Exchange Bank | 120,000 |
| House and land, 1.3 acres, Gadsden, Alabama, value based on purchase price and cost of improvements, pledged as security on loan to Exchange Bank | 3,500,000 |
| Land, 3 lots on water, Little Bridge Marina, Gadsden, Alabama value based on purchase price | 85,000 |
| House and lot, Tuscaloosa, Alabama, value based on appraisal, pledged as security on loan to Exchange Bank | 850,000 |

-3-

RONALD SCOTT SEAWRIGHT

NOTES TO FINANCIAL STATEMENTS

Note 2. Real Estate (continued)

| | |
|--|--------------------|
| Land and improvements, Beach Development, Orange Beach, Alabama, value based on cost of land plus improvements | 2,500,000 |
| Land, 5 lots, Riddles Bend, Rainbow City, Alabama, value based on owner's best estimate | <u>220,000</u> |
| Total real estate | <u>\$8,210,000</u> |

Note 3. Investment in Closely Held Companies

Business interests owned by Mr. Seawright are investments in closely held partnerships. The values shown are the owner's best estimate.

| | |
|---|---------------------|
| 90% interest, RSS Properties LLC | \$ 2,900,000 |
| 10% interest, Seawright's Store LLC | 40,000 |
| 50% interest, HBLM Properties, LLC | 1,500,000 |
| 50% interest, COR Building Products, LLC | 2,000,000 |
| 45% interest, AGCOR Steel LLC | <u>6,500,000</u> |
| Total investments in closely held companies | <u>\$12,940,000</u> |

Note 4. Notes Payable

Notes payable as of December 28, 2022, are as follows:

| | |
|--|---------|
| Wells Fargo Bank, payable \$1,781 monthly including interest at 4%, secured by residence | 188,000 |
| Wells Fargo Bank, payable \$168 monthly including interest at Prime - 1%, secured by residence | 124,000 |
| Exchange Bank, payable \$2,225 monthly including interest at 4.25%, secured by house in Tuscaloosa, Alabama | 385,000 |

-4-

RONALD SCOTT SEAWRIGHT

NOTES TO FINANCIAL STATEMENTS

Note 4. Notes Payable (continued)

| | |
|--|--------------------|
| Exchange Bank, monthly interest only at 3.5%, secured by house under construction and 1.3 acres in Gadsden, Alabama | 1,962,000 |
| Exchange Bank, payable \$830 montly including interest at 4.5%, secured by boat | 22,000 |
| Exchange Bank, payable \$953 monthly including interest at 3.24%, secured by 2021 GMC Denali | 26,,000 |
| Exchange Bank, payable \$1,283 monthly including interest at 3.27%, secured by 2021Corvette LT3 | 76,000 |
| Southern Bank, line of credit, matures in May 2023, interest at 4%, secured by real estate owned by RSS Properties LLC | 798,000 |
| Salem Five, payable \$5,914 monthly including interest at 4.5%, secured by airplane | <u>552,000</u> |
| Total notes payable | <u>\$4,209,000</u> |

Note 5. Life Insurance

Life insurance owned by Mr. Seawright is as follows:

| Company | Face Amount | Beneficiary |
|------------|-------------|---------------------|
| Alfa | \$1,300,000 | Hollie Seawright |
| Nationwide | 750,000 | Exchange Bank |
| Nationwide | 1,000,000 | Ronald D. Seawright |
| Nationwide | 2,000,000 | Hollie Seawright |

-5-

RONALD SCOTT SEAWRIGHT

NOTES TO FINANCIAL STATEMENTS

Note 6. Contingent Liabilities

Mr. Seawright, in his capacity as officer and owner of the aforementioned closely held companies, has guaranteed certain debts or credit lines incurred by these companies. No reserve or provision has been made for any possible losses due to these guarantees. The companies have cash or credit lines to satisfy any obligation guaranteed by Mr. Seawright.

RONALD SCOTT SEAWRIGHT
STATEMENT OF FINANCIAL CONDITION
AND SUPPLEMENTARY INFORMATION
DECEMBER 31, 2022



The report accompanying this deliverable was issued by Warren Averett, LLC.

**RONALD SCOTT SEAWRIGHT
TABLE OF CONTENTS
DECEMBER 31, 2022**

| | |
|--|----------|
| INDEPENDENT ACCOUNTANTS' COMPILATION REPORT | 1 |
| STATEMENT OF FINANCIAL CONDITION | 2 |
| SUPPLEMENTARY INFORMATION | 3 |



2500 Acton Road
Birmingham, AL 35243
205.979.4100
warrenaverett.com

INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

To Ronald Scott Seawright

Ronald Scott Seawright is responsible for the accompanying statement of financial condition and supplementary information as of December 31, 2022, in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statement nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by Ronald Scott Seawright. Accordingly, we do not express an opinion, a conclusion nor provide any form of assurance on this financial statement.

Accounting principles generally accepted in the United States of America require that personal financial statements include a provision for estimated income taxes on the differences between the estimated current values of assets and the estimated current amounts of liabilities and their tax bases. The accompanying statement of financial condition does not include such a provision, and the effect of this departure from accounting principles generally accepted in the United States of America has not been determined.

Ronald Scott Seawright has elected to omit substantially all the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the statement of financial condition, they might influence the user's conclusions about the financial condition of Ronald Scott Seawright. Accordingly, the financial statement is not designed for those who are not informed about such matters.

Birmingham, Alabama
March 2, 2023

**RONALD SCOTT SEAWRIGHT
STATEMENT OF FINANCIAL CONDITION
DECEMBER 31, 2022**

| ASSETS | |
|--|------------------------------------|
| Cash | \$ 2,296,538 |
| Note receivable – closely held company | 200,000 |
| Investments in closely held companies | 12,940,000 |
| Real estate | 8,210,000 |
| Retirement plan investments | 490,059 |
| Investment in securities – market value | 94,467 |
| Cash surrender value of life insurance | 23,419 |
| Personal effects, furnishings and other assets | <u>1,390,000</u> |
| TOTAL ASSETS | <u><u>\$ 25,644,483</u></u> |
| LIABILITIES AND NET WORTH | |
| LIABILITIES | |
| Accounts payable | \$ 8,000 |
| Notes payable | 1,968,640 |
| Mortgage payable | <u>2,135,143</u> |
| TOTAL LIABILITIES | 4,111,783 |
| NET WORTH | <u>21,532,700</u> |
| TOTAL LIABILITIES AND NET WORTH | <u><u>\$ 25,644,483</u></u> |

See independent accountants' compilation report.

**RONALD SCOTT SEAWRIGHT
SUPPLEMENTARY INFORMATION
DECEMBER 31, 2022**

I. Cash is maintained at various financial institutions:

| | |
|----------------------------------|----------------------------|
| Exchange Bank – various accounts | \$ 2,284,803 |
| Wells Fargo – various accounts | <u>11,735</u> |
| | <u><u>\$ 2,296,538</u></u> |

II. Investments in securities (market value) are as follows:

| | |
|------------------------------|-------------------------|
| Wells Fargo Brokerage – 1356 | \$ 19,439 |
| Wells Fargo Brokerage – 1357 | 32,140 |
| E-Trade | 8,946 |
| Acorns | <u>33,942</u> |
| | <u><u>\$ 94,467</u></u> |

III. Investments in closely held companies are as follows:

| | |
|---|-----------------------------|
| RSS Properties, LLC – 90% interest | \$ 2,900,000 |
| Seawright's Store, LLC – 10% interest | 40,000 |
| HBLM Properties, LLC – 50% interest | 1,500,000 |
| COR Building Products, LLC – 50% interest | 2,000,000 |
| AGCOR Steel, LLC – 45% interest | <u>6,500,000</u> |
| | <u><u>\$ 12,940,000</u></u> |

IV. Real estate values are as follows:

| | |
|--|----------------------------|
| Former primary residence, St. Clair County, AL | \$ 850,000 |
| Land, 9 acres, Attalla, AL – commercial investment property | 85,000 |
| Land at former primary residence, 27 acres, St. Clair County, AL | 120,000 |
| Primary residence, 1.3 acres, Gadsden, AL – under construction | 3,500,000 |
| Land, 3 waterfront lots, Little Bridge Marina, Gadsden, AL | 85,000 |
| House and land, Tuscaloosa, AL – investment property | 850,000 |
| Land and improvements, Orange Beach, AL – development | 2,500,000 |
| Land, 5 lots in Riddles Bend, Rainbow City, AL – investment property | <u>220,000</u> |
| | <u><u>\$ 8,210,000</u></u> |

See independent accountants' compilation report.

**RONALD SCOTT SEAWRIGHT
SUPPLEMENTARY INFORMATION
DECEMBER 31, 2022**

V. Notes payable are as follows:

| | |
|--|----------------------------|
| Wells Fargo Bank equity line – secured by residence | \$ 121,930 |
| Exchange Bank – secured by house and land, Tuscaloosa, AL | 396,104 |
| Exchange Bank – secured by boat | 21,060 |
| Exchange Bank – secured by vehicle | 25,596 |
| Exchange Bank – secured by vehicle | 65,011 |
| Southern Bank – line of credit, secured by real estate owned by RSS Properties, LLC | 792,519 |
| Salem Five Bank – secured by airplane | <u>546,420</u> |
| | <u><u>\$ 1,968,640</u></u> |

VI. Mortgages payable are as follows:

| | |
|---|----------------------------|
| Wells Fargo Bank – secured by residence | \$ 185,810 |
| Exchange Bank – secured by house (under construction) Gadsden, AL | <u>1,949,333</u> |
| | <u><u>\$ 2,135,143</u></u> |

See independent accountants' compilation report.

FIRST SOUTH FARM CREDIT, ACA ----- LOAN REQUEST FORM

For Association Use Only | Loan Officer Name: Andrew Moorer | Phone: 334-335-6531 | Email: amoorer@firstsouthland.com

Requested Amount: \$ 40,400.00 | Loan Purpose: Business Loan - Note 24
 Application For: Individual Joint/Spouse Joint/Non-Spouse Other | Marital Status: Married Single

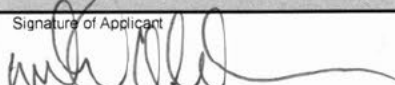
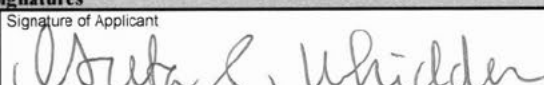
| APPLICANT | | | CO-APPLICANT | | |
|---|---|--|---|---|--|
| FULL NAME | | SOCIAL SECURITY # | FULL NAME | | SOCIAL SECURITY # |
| Michael A. Whiddon | | [REDACTED] | Greta S. Whiddon | | [REDACTED] |
| BIRTH DATE | HOME PHONE NO | CELL PHONE NO | BIRTH DATE | HOME PHONE NO | CELL PHONE NO |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| EMAIL ADDRESS: michaelawhiddon@gmail.com | | | EMAIL ADDRESS: | | |
| US Citizen <input checked="" type="checkbox"/> | Non-US Citizen <input type="checkbox"/> | Permanent Resident <input type="checkbox"/> | US Citizen <input checked="" type="checkbox"/> | Non-US Citizen <input type="checkbox"/> | Permanent Resident <input type="checkbox"/> |
| CURRENT STREET ADDRESS | | | CURRENT STREET ADDRESS | | |
| [REDACTED] | | | [REDACTED] | | |
| TIME AT ADDRESS | 22 YRS | <input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Other | TIME AT ADDRESS | 22 YRS | <input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Other |
| If residing at present address for less than two years, give former address | | | If residing at present address for less than two years, give former address | | |

| PERSONAL EMPLOYMENT INFORMATION | | | PERSONAL EMPLOYMENT INFORMATION | | |
|---------------------------------|---------------------------------|--------------|----------------------------------|---------------------------------|--------------|
| EMPLOYER NAME | CITY | PHONE NO | EMPLOYER NAME | CITY | PHONE NO |
| Koch Farms of Alabama | Montgomery, AL | 334-387-1714 | Butler County Private School For | Greenville, AL | 334-382-2606 |
| EMPLOYMENT START DATE | MONTHLY GROSS EMPLOYMENT INCOME | | EMPLOYMENT START DATE | MONTHLY GROSS EMPLOYMENT INCOME | |
| | \$ 8,408.33 | | | \$ 4,041.67 | |
| OTHER INCOME SOURCE | MONTHLY INCOME SOURCE | | OTHER INCOME SOURCE | MONTHLY INCOME SOURCE | |
| Poultry Income | \$ 20,232.00 | | Retirement | \$ 2,457.08 | |

| PERSONAL CREDIT INFORMATION | | PERSONAL CREDIT INFORMATION | |
|--|---|--|---|
| ACCOUNTS THAT YOU MAINTAIN | Mthly Rent/Mortgage Payments(include Mortgage Payments to ALL Creditors) \$ | ACCOUNTS THAT YOU MAINTAIN | Mthly Rent/Mortgage Payments(include Mortgage Payments to ALL Creditors) \$ |
| <input checked="" type="checkbox"/> Checking <input checked="" type="checkbox"/> Savings <input type="checkbox"/> None | | <input checked="" type="checkbox"/> Checking <input checked="" type="checkbox"/> Savings <input type="checkbox"/> None | |

| ASSETS | | LIABILITIES | |
|---|------------------|--------------------------------|------------------|
| CURRENT ASSETS | | CURRENT LIABILITIES | |
| | | Monthly PMT | Balance |
| Cash, Savings, CDs and Money Market Accounts | 27,000 | | |
| Stocks and Bonds | | | |
| Crops on Hand - 170 Rolls of Hay @ \$35 | 5,950 | | |
| | | | |
| | | | |
| | | | |
| Total Current Assets | CR 0.641 | | |
| | 32,950 | | |
| INTERMEDIATE ASSETS | | INTERMEDIATE LIABILITIES | |
| Equipment | 100,000 | ACA Operating | |
| Vehicles | 80,000 | ACA IT | 309,422 |
| Cattle | | Other Notes Payable | 47,688 |
| 401-K, IRAs, Retirement Funds | 177,905 | | |
| Cash Value Life Insurance | 16,000 | | |
| FSFC Stock - \$1,000 Joint Acct. + \$730 Indiv. Acct. | 1,730 | | |
| | | | |
| | | | |
| Total Intermediate Assets | 375,635 | Total Intermediate Liabilities | 357,110 |
| FIXED ASSETS | | LONG TERM LIABILITIES | |
| 3.41 Acres & Dwelling \$215,000 + Pool \$125,000 | 340,000 | Home Mortgage | |
| Farm Land - 38 Acres & 2 PH | 825,000 | Farm R/E Mortgage | |
| 44 Acres | 110,000 | Non Farm R/E Mortgage | |
| 1997 Mobile Home 16' x 80' | 6,000 | | |
| Dry Stack Barn 45' x 60' | 20,000 | | |
| | | | |
| Total Fixed Assets | 1,301,000 | Total Long Term Liabilities | |
| Total Assets | 1,709,585 | Total Liabilities | 408,492 |
| | | Net Worth | 76.11% |
| | | | 1,301,093 |

IMPORTANT NOTICE - I/WE, "APPLICANT", WHETHER ONE OR MORE, IN CONSIDERATION OF THE LOAN REQUESTED AND IN CONTEMPLATION OF FUTURE LOANS AND ADVANCES REPRESENT, WARRANT AND AGREE THAT ACA MAY OBTAIN INDEPENDENT CREDIT BUREAU REPORT(S) ON THE APPLICANT(S) FROM TIME TO TIME AT ACA'S DISCRETION. IF YOU HAVE APPLIED FOR A LOAN TO BE SECURED BY A LIEN ON A ONE-TO-FOUR FAMILY RESIDENTIAL STRUCTURE YOU HAVE THE RIGHT TO REQUEST IN WRITING UNDER THE EQUAL CREDIT OPPORTUNITY ACT (ECOA) / REGULATION "B", A COPY OF THE APPRAISAL REPORT USED BY THE LENDER TO DETERMINE THE VALUE OF YOUR PROPERTY ONCE YOU HAVE PAID ANY APPLICABLE COST FOR SUCH APPRAISAL YOU WILL LOSE YOUR RIGHT TO REQUEST A COPY OF THE APPRAISAL REPORT ON YOUR PROPERTY IF YOU DO NOT MAKE A WRITTEN REQUEST WITHIN 90 DAYS OF EITHER BEING NOTIFIED BY THE LENDER THAT YOUR LOAN APPLICATION HAS BEEN DENIED OR THE WITHDRAWING OF YOUR APPLICATION FOR A LOAN. THE UNDERSIGNED ACKNOWLEDGE(S) RECEIPT OF THIS NOTICE. THE MANUALLY EXECUTED FACSIMILE OR ELECTRONICALLY TRANSMITTED SIGNATURE OF EITHER OR BOTH OF THE PARTIES HERETO (OR THEIR REPRESENTATIVES) SHALL BE DEEMED TO BE AN ORIGINAL.

| Applicant Signatures | | | |
|---|------------|--|------------|
| Signature of Applicant | Date | Signature of Applicant | Date |
|  | 11/21/2022 |  | 11/21/2022 |



Branum & Company, P.C.

Certified Public Accountants and Business Consultants

Glenn E. Branum, CPA
Kim H. Blackmon, CPA

February 20, 2022

To Whom It May Concern,

We have performed certain procedures on the attached financial statement of Michael A Whiddon and Greta S. Whiddon dated November 21, 2022.

1. The Dwelling value of \$215,000 was traced to a real estate appraisal by Randal Kyles dated January 14, 2010.
2. The 44 acres value of \$110,000 was traced to a real estate appraisal by William C. Baker dated January 23, 2015.
3. The 38 acres and 2 houses value of \$825,000 was traced to a real estate appraisal by Randall Kyles dated January 19, 2010.
4. The 401K value of \$177,905 was traced to a retirement statement by Koch Meat Co, Inc 401(k) Plan dated December 31, 2021.
5. The Current Portion ACA IT balance of \$309,422 was traced to a loan printout by First South Farm Credit dated November 17, 2022 that shows a balance due of \$308,413.

Sincerely,

Branum & Company, P.C.

Glenn E Branum

Exhibit 6 – Financial Statements

Verification

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

William D. McNeal

Printed Name of Verifying Individual

CEO/OWNER

Title of Verifying Individual

William D. McNeal

Signature of Verifying Individual

12/28/22

Verification Date

6.1 - Balance Sheet Report

License Type: Cultivator

Alabama Medical Cannabis Cultivation Model

Balance Sheet Report

| | Base Period | End of Pre- Operation Period | End of Year One | End of Year Two | End of Year Three | End of Year Four | End of Year Five | End of Year Six |
|---|-----------------------|------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Assets | | | | | | | | |
| Current Assets | | | | | | | | |
| Cash | 12,000,000 | 5,998,828 | 4,267,112 | 4,777,046 | 7,479,666 | 10,117,817 | 12,775,115 | 15,697,657 |
| Accounts Receivable | - | - | - | - | - | - | - | - |
| Inventory | - | - | 17,035 | 174,404 | 207,643 | 208,398 | 212,022 | 227,394 |
| Prepaid Expenses | - | - | - | - | - | - | - | - |
| Other Current | - | - | - | - | - | - | - | - |
| Total Current Assets | 12,000,000 | 5,998,828 | 4,284,147 | 4,951,450 | 7,687,309 | 10,326,215 | 12,987,137 | 15,925,051 |
| Fixed Assets | | | | | | | | |
| Land | - | 278,000 | 278,000 | 278,000 | 278,000 | 278,000 | 278,000 | 278,000 |
| Buildings | - | 1,523,093 | 1,523,093 | 1,523,093 | 1,523,093 | 1,523,093 | 1,523,093 | 1,523,093 |
| Leasehold Improvements | - | - | - | - | - | - | - | - |
| Furniture, Fixtures and Equipment | - | 3,448,610 | 3,448,610 | 4,525,010 | 4,525,010 | 4,525,010 | 4,525,010 | 4,525,010 |
| Vehicles | - | - | - | - | - | - | - | - |
| Deposits | - | - | - | - | - | - | - | - |
| Other Fixed Assets | - | - | - | - | - | - | - | - |
| Total Fixed Assets | - | 5,249,703 | 5,249,703 | 6,326,103 | 6,326,103 | 6,326,103 | 6,326,103 | 6,326,103 |
| Less: Accumulated Depreciation | - | - | 531,712 | 1,217,196 | 1,902,680 | 2,588,163 | 3,273,647 | 3,959,131 |
| Total Assets | 12,000,000 | 11,248,531 | 9,002,138 | 10,060,357 | 12,110,732 | 14,064,155 | 16,039,593 | 18,292,023 |
| Liabilities and Owner's Equity | | | | | | | | |
| Liabilities | | | | | | | | |
| Accounts Payable | - | - | - | - | - | - | - | - |
| Loan #1 | - | - | - | - | - | - | - | - |
| Loan #2 | - | - | - | - | - | - | - | - |
| Other Debt Financing | - | - | - | - | - | - | - | - |
| Other Bank Debt | - | - | - | - | - | - | - | - |
| Line of Credit Balance | - | - | - | - | - | - | - | - |
| Total Liabilities | - | - | - | - | - | - | - | - |
| Owner's Equity | | | | | | | | |
| Common Stock | 12,000,000 | 12,000,000 | 12,000,000 | 12,000,000 | 12,000,000 | 12,000,000 | 12,000,000 | 12,000,000 |
| Retained Earnings | - | (751,469) | (2,997,862) | (1,939,643) | 110,732 | 2,064,155 | 4,039,593 | 6,292,023 |
| Dividends Dispersed | - | - | - | - | - | - | - | - |
| Total Owner's Equity | 12,000,000 | 11,248,531 | 9,002,138 | 10,060,357 | 12,110,732 | 14,064,155 | 16,039,593 | 18,292,023 |
| Total Liabilities and Owner's Equity | 12,000,000 | 11,248,531 | 9,002,138 | 10,060,357 | 12,110,732 | 14,064,155 | 16,039,593 | 18,292,023 |
| | Statement Balances | Statement Balances | Statement Balances | Statement Balances | Statement Balances | Statement Balances | Statement Balances | Statement Balances |

6.2 Profit and loss report

License Type: Cultivator

Alabama Medical Cannabis Cultivation Model

Summary - Profit and Loss Report

| | PreOperatn. Totals | 2024 Totals | 2025 Totals | 2026 Totals | 2027 Totals | 2028 Totals | 2029 Totals |
|--|-----------------------|----------------|--------------|--------------|---------------|---------------|---------------|
| Gross Sales | | | | | | | |
| Flower | | \$ 1,083,015 | \$ 5,420,916 | \$ 9,161,287 | \$ 9,227,206 | \$ 9,384,823 | \$ 10,053,738 |
| Trim, bulk | | \$ 92,404 | \$ 468,576 | \$ 772,340 | \$ 775,149 | \$ 788,630 | \$ 845,805 |
| [Blank for Future Product] | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Gross Sales | | \$ 1,175,419 | \$ 5,889,492 | \$ 9,933,627 | \$ 10,002,354 | \$ 10,173,452 | \$ 10,899,543 |
| Sales Discounts | | | | | | | |
| Sales Discounts | | \$ 58,771 | \$ 294,475 | \$ 496,681 | \$ 500,118 | \$ 508,673 | \$ 544,977 |
| Total Sales Discounts | | \$ 58,771 | \$ 294,475 | \$ 496,681 | \$ 500,118 | \$ 508,673 | \$ 544,977 |
| Total Net Sales | | \$ 1,116,648 | \$ 5,595,017 | \$ 9,436,946 | \$ 9,502,237 | \$ 9,664,780 | \$ 10,354,566 |
| Cost of Goods Sold | | | | | | | |
| Clone Purchases | | \$ 10,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Product Packaging, Components and Ingredients | | | | | | | |
| Flower | \$ - | \$ 8,800 | \$ 44,626 | \$ 73,556 | \$ 73,824 | \$ 75,108 | \$ 80,553 |
| Trim, bulk | \$ - | \$ 1,232 | \$ 6,248 | \$ 10,298 | \$ 10,335 | \$ 10,515 | \$ 11,277 |
| [Blank for Future Product] | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Product Packaging, Components and Ingre | \$ - | \$ 10,032 | \$ 50,874 | \$ 83,854 | \$ 84,159 | \$ 85,623 | \$ 91,830 |
| Salaries and Wages | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Salaries and Wages | \$ - | \$ 1,504,080 | \$ 1,898,586 | \$ 1,955,544 | \$ 2,014,210 | \$ 2,074,636 | \$ 2,136,875 |
| Payroll Taxes and Benefits | \$ - | \$ 390,309 | \$ 492,683 | \$ 507,464 | \$ 522,687 | \$ 538,368 | \$ 554,519 |
| Total Salary and Wages | \$ - | \$ 1,894,389 | \$ 2,391,269 | \$ 2,463,007 | \$ 2,536,897 | \$ 2,613,004 | \$ 2,691,394 |
| Auto Expenses | \$ - | \$ 6,000 | \$ 6,120 | \$ 6,242 | \$ 6,367 | \$ 6,495 | \$ 6,624 |
| Bank & Merchant Fees | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Business Manuals, Quality Systems Development | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Clinical Research Funding | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Community Engagement | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Cultivation Supplies | \$ - | \$ 80,820 | \$ 219,677 | \$ 252,068 | \$ 257,109 | \$ 262,252 | \$ 267,497 |
| Dues and Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Employee Recruiting, Training & Continuing Edu | \$ - | \$ 5,400 | \$ 5,508 | \$ 5,618 | \$ 5,731 | \$ 5,845 | \$ 5,962 |
| Environmental Initiatives | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Facilities | \$ - | \$ 43,200 | \$ 46,818 | \$ 47,754 | \$ 48,709 | \$ 49,684 | \$ 50,677 |
| Insurance & Bonding | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Legal and Professional Fees | \$ - | \$ 6,000 | \$ 13,770 | \$ 14,045 | \$ 14,326 | \$ 14,613 | \$ 14,905 |
| Licenses / Fees / Permits | \$ - | \$ 40,000 | \$ 40,000 | \$ 40,000 | \$ 40,000 | \$ 40,000 | \$ 40,000 |
| Advertising / Marketing | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Miscellaneous | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office Expenses & Supplies | \$ - | \$ 9,000 | \$ 9,180 | \$ 9,364 | \$ 9,551 | \$ 9,742 | \$ 9,937 |
| Public Safety & Educ. Programs, Substance Abuse | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Product Testing, Third-Party Lab | \$ - | \$ 18,000 | \$ 36,720 | \$ 37,454 | \$ 38,203 | \$ 38,968 | \$ 39,747 |
| Security | \$ - | \$ 18,000 | \$ 18,360 | \$ 18,727 | \$ 19,102 | \$ 19,484 | \$ 19,873 |
| Telephone & IT | \$ - | \$ 13,950 | \$ 14,229 | \$ 14,514 | \$ 14,804 | \$ 15,100 | \$ 15,402 |
| Travel & Meals | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Utilities | \$ - | \$ 91,200 | \$ 197,435 | \$ 233,506 | \$ 238,176 | \$ 242,940 | \$ 247,798 |
| Excise Tax, flower | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Excise Tax, trim | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Gross Receipts, Local Tax | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Cost of Goods Sold | \$ - | \$ 2,245,991 | \$ 3,049,960 | \$ 3,226,154 | \$ 3,313,135 | \$ 3,403,748 | \$ 3,501,648 |
| Gross Profit | \$ - | \$ (1,129,343) | \$ 2,545,057 | \$ 6,210,791 | \$ 6,189,101 | \$ 6,261,032 | \$ 6,852,918 |
| Operating Expenses | | | | | | | |
| Salaries and Wages | | | | | | | |
| Salaries and Wages | \$ 214,767 | \$ 167,120 | \$ 210,954 | \$ 217,283 | \$ 223,801 | \$ 230,515 | \$ 237,431 |
| Payroll Taxes and Benefits | \$ 55,732 | \$ 43,368 | \$ 54,743 | \$ 56,385 | \$ 58,076 | \$ 59,819 | \$ 61,613 |
| Total Salary and Wages | \$ 270,499 | \$ 210,488 | \$ 265,697 | \$ 273,667 | \$ 281,877 | \$ 290,334 | \$ 299,044 |
| Non-Payroll Expenses | | | | | | | |
| Auto Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Bank & Merchant Fees | \$ - | \$ 42,000 | \$ 42,840 | \$ 43,697 | \$ 44,571 | \$ 45,462 | \$ 46,371 |
| Business Manuals, Quality Systems Development | \$ 60,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Clinical Research Funding | \$ - | \$ - | \$ 17,486 | \$ 51,696 | \$ 51,868 | \$ 52,346 | \$ 57,439 |
| Community Engagement | \$ - | \$ - | \$ 29,273 | \$ 131,980 | \$ 201,488 | \$ 200,218 | \$ 210,593 |
| Cultivation Supplies | \$ 13,470 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Dues and Subscriptions | \$ - | \$ 3,000 | \$ 3,060 | \$ 3,121 | \$ 3,184 | \$ 3,247 | \$ 3,312 |
| Employee Recruiting, Training & Continuing Edu | \$ 100,000 | \$ 600 | \$ 612 | \$ 624 | \$ 637 | \$ 649 | \$ 662 |
| Environmental Initiatives | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Facilities | \$ 12,000 | \$ 4,800 | \$ 5,202 | \$ 5,306 | \$ 5,412 | \$ 5,520 | \$ 5,631 |
| Insurance & Bonding | \$ 60,000 | \$ 168,000 | \$ 195,840 | \$ 199,757 | \$ 203,752 | \$ 207,827 | \$ 211,984 |
| Legal and Professional Fees | \$ 175,000 | \$ 18,000 | \$ 41,310 | \$ 42,136 | \$ 42,979 | \$ 43,839 | \$ 44,715 |
| Licenses / Fees / Permits | \$ 42,500 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Advertising / Marketing | \$ 13,000 | \$ 126,000 | \$ 90,045 | \$ 147,797 | \$ 148,901 | \$ 151,466 | \$ 161,943 |
| Miscellaneous | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office Expenses & Supplies | \$ - | \$ 3,000 | \$ 3,060 | \$ 3,121 | \$ 3,184 | \$ 3,247 | \$ 3,312 |
| Public Safety & Educ. Programs, Substance Abuse | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Product Testing, Third-Party Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Security | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone & IT | \$ 5,000 | \$ 4,650 | \$ 4,743 | \$ 4,838 | \$ 4,935 | \$ 5,033 | \$ 5,134 |
| Travel & Meals | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Utilities | \$ - | \$ 4,800 | \$ 10,391 | \$ 12,290 | \$ 12,536 | \$ 12,786 | \$ 13,042 |
| Total Non-Payroll Expenses | \$ 480,970 | \$ 374,850 | \$ 443,863 | \$ 646,363 | \$ 723,445 | \$ 731,642 | \$ 764,139 |
| Total Operating Expenses | \$ 751,469 | \$ 585,338 | \$ 709,560 | \$ 920,030 | \$ 1,005,323 | \$ 1,021,976 | \$ 1,063,183 |
| EBITDA | \$ (751,469) | \$ (1,714,681) | \$ 1,835,497 | \$ 5,290,761 | \$ 5,183,779 | \$ 5,239,056 | \$ 5,789,735 |
| Other Expenses | | | | | | | |
| Amortized Start-up Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Depreciation | \$ - | \$ 531,712 | \$ 685,484 | \$ 685,484 | \$ 685,484 | \$ 685,484 | \$ 685,484 |
| Interest | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Loan #1 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Loan #2 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Other Debt Financing | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Other Bank Debt | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Line of Credit | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Income Taxes, Ordinary / Traditional for any other in | \$ - | \$ - | \$ - | \$ 1,275,035 | \$ 2,080,012 | \$ 2,105,572 | \$ 2,360,206 |
| Total Interest, Ordinary Taxes, Deprec, Amort. | \$ - | \$ 531,712 | \$ 685,484 | \$ 1,960,519 | \$ 2,765,495 | \$ 2,791,056 | \$ 3,045,690 |
| Net Income, under Ordinary Income Taxes | \$ (751,469) | \$ (2,246,393) | \$ 1,150,013 | \$ 3,330,242 | \$ 2,418,283 | \$ 2,448,000 | \$ 2,744,046 |
| Additional Income Tax under Section 280E | \$ - | \$ - | \$ 91,795 | \$ 1,279,867 | \$ 464,861 | \$ 472,562 | \$ 491,616 |
| Net Income after Additional Tax, Section 280E | \$ (751,469) | \$ (2,246,393) | \$ 1,058,219 | \$ 2,050,375 | \$ 1,953,422 | \$ 1,975,439 | \$ 2,252,430 |

6.3 Statement of cash flow**Alabama Medical Cannabis Cultivation Model****Summary - Projected Statement of Cash Flow**

| | Pre- Operation Totals | Year 1 Totals | Year 2 Totals | Year 3 Totals | Year 4 Totals | Year 5 Totals | Year 6 Totals |
|--|--------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Beginning Cash Balance | 12,000,000 | 5,998,828 | 4,267,112 | 4,777,046 | 7,479,666 | 10,117,817 | 12,775,115 |
| Cash Inflows | | | | | | | |
| Sales of Products | - | 1,116,648 | 5,595,017 | 9,436,946 | 9,502,237 | 9,664,780 | 10,354,566 |
| Accounts Receivable | - | - | - | - | - | - | - |
| Financing | - | - | - | - | - | - | - |
| Total Cash Inflows | - | 1,116,648 | 5,595,017 | 9,436,946 | 9,502,237 | 9,664,780 | 10,354,566 |
| Cash Outflows | | | | | | | |
| Investing Activities | | | | | | | |
| Land | 278,000 | - | - | - | - | - | - |
| Buildings | 1,523,093 | - | - | - | - | - | - |
| Leasehold Improvements | - | - | - | - | - | - | - |
| Furniture, Fixtures & Equipment | 3,448,610 | - | - | - | - | - | - |
| Vehicles | - | - | - | - | - | - | - |
| New Fixed Assets Purchases | - | - | - | - | - | - | - |
| Phase 2 Building | - | - | - | - | - | - | - |
| Phase 2 Leasehold Improvements | - | - | - | - | - | - | - |
| Phase 2 FFE | - | - | 1,076,400 | - | - | - | - |
| Product Inventory | - | 17,035 | 157,369 | 33,239 | 755 | 3,624 | 15,372 |
| Cost of Goods Sold | - | 2,245,991 | 3,049,960 | 3,226,154 | 3,313,135 | 3,403,748 | 3,501,648 |
| Operating Activities | | | | | | | |
| Prepaid Expenses | - | - | - | - | - | - | - |
| Deposits | - | - | - | - | - | - | - |
| Salaries & Wages | 270,499 | 210,488 | 265,697 | 273,667 | 281,877 | 290,334 | 299,044 |
| Business Expenses | 480,970 | 374,850 | 443,863 | 646,363 | 723,445 | 731,642 | 764,139 |
| Income Taxes | - | - | - | 1,275,035 | 2,080,012 | 2,105,572 | 2,360,206 |
| Additional Income Tax, 280E | - | - | 91,795 | 1,279,867 | 464,861 | 472,562 | 491,616 |
| Financing Activities | | | | | | | |
| Loan Payments | - | - | - | - | - | - | - |
| Line of Credit Interest | - | - | - | - | - | - | - |
| Line of Credit Repayments | - | - | - | - | - | - | - |
| Dividends Paid | - | - | - | - | - | - | - |
| Total Cash Outflows | 6,001,172 | 2,848,364 | 5,085,083 | 6,734,326 | 6,864,086 | 7,007,481 | 7,432,024 |
| Cash Flow | (6,001,172) | (1,731,716) | 509,934 | 2,702,620 | 2,638,151 | 2,657,298 | 2,922,542 |
| Operating Cash Balance | | | | | | | |
| Line of Credit Drawdowns | - | - | - | - | - | - | - |
| Ending Cash Balance | 5,998,828 | 4,267,112 | 4,777,046 | 7,479,666 | 10,117,817 | 12,775,115 | 15,697,657 |

Alabama Medical Cannabis Cultivation Model

Projected Statement of Cash Flow

| | Jul 2023 | Aug 2023 | Sep 2023 | Oct 2023 | Nov 2023 | Dec 2023 | Pre-Operation Totals | Jan 2024 | Feb 2024 | Mar 2024 | Apr 2024 | May 2024 | Jun 2024 | Jul 2024 | Aug 2024 |
|---------------------------------|-------------|-----------|-----------|-----------|-----------|-----------|----------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Beginning Cash Balance | 12,000,000 | 6,509,801 | 6,486,805 | 6,463,809 | 6,236,177 | 6,151,678 | 12,000,000 | 5,998,828 | 5,779,823 | 5,562,468 | 5,343,314 | 5,142,199 | 4,971,364 | 4,826,059 | 4,712,835 |
| Cash Inflows | | | | | | | | | | | | | | | |
| Sales of Products | - | - | - | - | - | - | - | - | - | - | 30,568 | 62,935 | 95,302 | 127,668 | 160,035 |
| Accounts Receivable | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Financing | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Total Cash Inflows | - | - | - | - | - | - | - | - | - | - | 30,568 | 62,935 | 95,302 | 127,668 | 160,035 |
| Cash Outflows | | | | | | | | | | | | | | | |
| Investing Activities | | | | | | | | | | | | | | | |
| Land | 278,000 | - | - | - | - | - | 278,000 | - | - | - | - | - | - | - | - |
| Buildings | 1,523,093 | - | - | - | - | - | 1,523,093 | - | - | - | - | - | - | - | - |
| Leasehold Improvements | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Furniture, Fixtures & Equipment | 3,448,610 | - | - | - | - | - | 3,448,610 | - | - | - | - | - | - | - | - |
| Vehicles | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| New Fixed Assets Purchases | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Phase 2 Building | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Phase 2 Leasehold Improvements | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Phase 2 FFE | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Product Inventory | - | - | - | - | - | - | - | - | - | - | 1,893 | 1,893 | 1,893 | 1,893 | 1,893 |
| Cost of Goods Sold | - | - | - | - | - | - | - | 171,986 | 169,590 | 171,300 | 181,191 | 183,188 | 189,369 | 189,656 | 189,942 |
| Operating Activities | | | | | | | | | | | | | | | |
| Prepaid Expenses | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Deposits | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Salaries & Wages | 10,496 | 10,496 | 10,496 | 45,132 | 53,529 | 140,350 | 270,499 | 16,067 | 16,722 | 16,722 | 17,377 | 17,377 | 18,032 | 18,032 | 18,032 |
| Business Expenses | 230,000 | 12,500 | 12,500 | 182,500 | 30,970 | 12,500 | 480,970 | 30,953 | 31,043 | 31,133 | 31,223 | 31,313 | 31,313 | 31,313 | 31,313 |
| Income Taxes | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Additional Income Tax, 280E | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Financing Activities | | | | | | | | | | | | | | | |
| Loan Payments | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Line of Credit Interest | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Line of Credit Repayments | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Dividends Paid | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Total Cash Outflows | 5,490,199 | 22,996 | 22,996 | 227,632 | 84,499 | 152,850 | 6,001,172 | 219,005 | 217,355 | 219,155 | 231,683 | 233,770 | 240,606 | 240,893 | 241,179 |
| Cash Flow | (5,490,199) | (22,996) | (22,996) | (227,632) | (84,499) | (152,850) | (6,001,172) | (219,005) | (217,355) | (219,155) | (201,115) | (170,835) | (145,304) | (113,224) | (81,144) |
| Operating Cash Balance | 6,509,801 | 6,486,805 | 6,463,809 | 6,236,177 | 6,151,678 | 5,998,828 | | 5,779,823 | 5,562,468 | 5,343,314 | 5,142,199 | 4,971,364 | 4,826,059 | 4,712,835 | 4,631,690 |
| Line of Credit Drawdowns | | | | | | | | | | | | | | | |
| Ending Cash Balance | 6,509,801 | 6,486,805 | 6,463,809 | 6,236,177 | 6,151,678 | 5,998,828 | 5,998,828 | 5,779,823 | 5,562,468 | 5,343,314 | 5,142,199 | 4,971,364 | 4,826,059 | 4,712,835 | 4,631,690 |

License Type: Cultivator

| Sep 2024 | Oct 2024 | Nov 2024 | Dec 2024 | Year 1 Totals | Jan 2025 | Feb 2025 | Mar 2025 | Apr 2025 | May 2025 | Jun 2025 | Jul 2025 | Aug 2025 | Sep 2025 | Oct 2025 | Nov 2025 | Dec 2025 | Year 2 Totals | Jan 2026 |
|-----------|-----------|-----------|-----------|---------------|-------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|---------------|-----------|
| 4,631,690 | 4,550,546 | 4,469,401 | 4,348,257 | 5,998,828 | 4,267,112 | 3,102,619 | 3,011,781 | 2,918,198 | 2,899,680 | 2,962,665 | 3,111,113 | 3,343,410 | 3,659,383 | 3,972,842 | 4,284,653 | 4,556,531 | 4,267,112 | 4,777,046 |
| 160,035 | 160,035 | 160,035 | 160,035 | 1,116,648 | 208,617 | 208,617 | 208,617 | 296,949 | 385,281 | 473,612 | 561,944 | 650,276 | 650,276 | 650,276 | 650,276 | 650,276 | 5,595,017 | 786,412 |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 160,035 | 160,035 | 160,035 | 160,035 | 1,116,648 | 208,617 | 208,617 | 208,617 | 296,949 | 385,281 | 473,612 | 561,944 | 650,276 | 650,276 | 650,276 | 650,276 | 650,276 | 5,595,017 | 786,412 |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 1,893 | 1,893 | 1,893 | 1,893 | 17,035 | 13,114 | 13,114 | 13,114 | 13,114 | 13,114 | 13,114 | 13,114 | 13,114 | 13,114 | 13,114 | 13,114 | 13,114 | 1,076,400 | 157,369 |
| 189,942 | 189,942 | 229,942 | 189,942 | 2,245,991 | 232,609 | 235,354 | 238,099 | 249,620 | 255,025 | 255,807 | 256,589 | 257,371 | 257,371 | 257,371 | 297,371 | 257,371 | 3,049,960 | 265,513 |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 18,032 | 18,032 | 18,032 | 18,032 | 210,488 | 22,141 | 22,141 | 22,141 | 22,141 | 22,141 | 22,141 | 22,141 | 22,141 | 22,141 | 22,141 | 22,141 | 22,141 | 265,697 | 22,806 |
| 31,313 | 31,313 | 31,313 | 31,313 | 374,850 | 28,846 | 28,846 | 28,846 | 30,592 | 32,016 | 34,101 | 37,803 | 41,676 | 44,190 | 45,838 | 45,771 | 45,339 | 443,863 | 48,320 |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 91,795 | 91,795 | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 241,179 | 241,179 | 281,179 | 241,179 | 2,848,364 | 1,373,111 | 299,455 | 302,200 | 315,467 | 322,296 | 325,164 | 329,648 | 334,303 | 336,816 | 338,465 | 378,398 | 429,760 | 5,085,083 | 339,408 |
| (81,144) | (81,144) | (121,144) | (81,144) | (1,731,716) | (1,164,493) | (90,838) | (93,583) | (18,518) | 62,985 | 148,449 | 232,296 | 315,973 | 313,459 | 311,811 | 271,878 | 220,515 | 509,934 | 447,004 |
| 4,550,546 | 4,469,401 | 4,348,257 | 4,267,112 | | 3,102,619 | 3,011,781 | 2,918,198 | 2,899,680 | 2,962,665 | 3,111,113 | 3,343,410 | 3,659,383 | 3,972,842 | 4,284,653 | 4,556,531 | 4,777,046 | | 5,224,050 |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 4,550,546 | 4,469,401 | 4,348,257 | 4,267,112 | 4,267,112 | 3,102,619 | 3,011,781 | 2,918,198 | 2,899,680 | 2,962,665 | 3,111,113 | 3,343,410 | 3,659,383 | 3,972,842 | 4,284,653 | 4,556,531 | 4,777,046 | 4,777,046 | 5,224,050 |

| Feb 2026 | Mar 2026 | Apr 2026 | May 2026 | Jun 2026 | Jul 2026 | Aug 2026 | Sep 2026 | Oct 2026 | Nov 2026 | Dec 2026 | Year 3 Totals | Jan 2027 | Feb 2027 | Mar 2027 | Apr 2027 | May 2027 | Jun 2027 |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|---------------|-----------|-----------|-----------|-----------|-----------|-----------|
| 5,224,050 | 5,639,609 | 5,439,847 | 5,883,783 | 6,327,156 | 6,127,177 | 6,570,559 | 7,013,941 | 6,813,974 | 7,257,356 | 7,660,737 | 4,777,046 | 7,479,666 | 7,922,634 | 8,268,754 | 8,071,954 | 8,516,954 | 8,959,987 |
| 786,412 | 786,412 | 786,412 | 786,412 | 786,412 | 786,412 | 786,412 | 786,412 | 786,412 | 786,412 | 786,412 | 9,436,946 | 791,853 | 791,853 | 791,853 | 791,853 | 791,853 | 791,853 |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 786,412 | 786,412 | 786,412 | 786,412 | 786,412 | 786,412 | 786,412 | 786,412 | 786,412 | 786,412 | 786,412 | 9,436,946 | 791,853 | 791,853 | 791,853 | 791,853 | 791,853 | 791,853 |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 2,770 | 2,770 | 2,770 | 2,770 | 2,770 | 2,770 | 2,770 | 2,770 | 2,770 | 2,770 | 2,770 | 33,239 | 63 | 63 | 63 | 63 | 63 | 63 |
| 265,513 | 265,513 | 265,513 | 265,513 | 265,513 | 265,513 | 265,513 | 265,513 | 265,513 | 305,513 | 265,513 | 3,226,154 | 272,761 | 272,761 | 272,761 | 272,761 | 272,761 | 272,761 |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 22,806 | 22,806 | 22,806 | 22,806 | 22,806 | 22,806 | 22,806 | 22,806 | 22,806 | 22,806 | 22,806 | 273,667 | 23,490 | 23,490 | 23,490 | 23,490 | 23,490 | 23,490 |
| 79,765 | 51,736 | 51,387 | 51,951 | 51,953 | 51,941 | 51,942 | 51,942 | 51,942 | 51,942 | 51,542 | 646,363 | 52,571 | 149,420 | 51,497 | 50,539 | 52,507 | 52,506 |
| - | - | - | 214,026 | - | - | - | 539,660 | - | - | 521,349 | 1,275,035 | - | - | 491,045 | - | - | 536,330 |
| - | 643,350 | - | - | 429,323 | - | - | 103,689 | - | - | 103,505 | 1,279,867 | - | - | 149,797 | - | - | 104,512 |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 370,853 | 986,174 | 342,476 | 343,040 | 986,391 | 343,030 | 343,030 | 986,380 | 343,030 | 383,030 | 967,484 | 6,734,326 | 348,885 | 445,734 | 988,653 | 346,853 | 348,821 | 989,662 |
| 415,559 | (199,762) | 443,936 | 443,372 | (199,979) | 443,382 | 443,382 | (199,968) | 443,382 | 403,382 | (181,072) | 2,702,620 | 442,968 | 346,119 | (196,800) | 445,000 | 443,032 | (197,809) |
| 5,639,609 | 5,439,847 | 5,883,783 | 6,327,156 | 6,127,177 | 6,570,559 | 7,013,941 | 6,813,974 | 7,257,356 | 7,660,737 | 7,479,666 | 7,479,666 | 7,922,634 | 8,268,754 | 8,071,954 | 8,516,954 | 8,959,987 | 8,762,177 |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 5,639,609 | 5,439,847 | 5,883,783 | 6,327,156 | 6,127,177 | 6,570,559 | 7,013,941 | 6,813,974 | 7,257,356 | 7,660,737 | 7,479,666 | 7,479,666 | 7,922,634 | 8,268,754 | 8,071,954 | 8,516,954 | 8,959,987 | 8,762,177 |

| Jul 2027 | Aug 2027 | Sep 2027 | Oct 2027 | Nov 2027 | Dec 2027 | Year 4 Totals | Jan 2028 | Feb 2028 | Mar 2028 | Apr 2028 | May 2028 | Jun 2028 | Jul 2028 | Aug 2028 | Sep 2028 | Oct 2028 |
|-----------|-----------|-----------|-----------|------------|------------|---------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| 8,762,177 | 9,205,249 | 9,648,321 | 9,450,550 | 9,893,621 | 10,296,692 | 7,479,666 | 10,117,817 | 10,565,177 | 10,917,691 | 10,716,719 | 11,165,844 | 11,613,046 | 11,411,091 | 11,858,333 | 12,305,573 | 12,103,656 |
| 791,853 | 791,853 | 791,853 | 791,853 | 791,853 | 791,853 | 9,502,237 | 805,398 | 805,398 | 805,398 | 805,398 | 805,398 | 805,398 | 805,398 | 805,398 | 805,398 | 805,398 |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 791,853 | 791,853 | 791,853 | 791,853 | 791,853 | 791,853 | 9,502,237 | 805,398 | 805,398 | 805,398 | 805,398 | 805,398 | 805,398 | 805,398 | 805,398 | 805,398 | 805,398 |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 63 | 63 | 63 | 63 | 63 | 63 | 755 | 302 | 302 | 302 | 302 | 302 | 302 | 302 | 302 | 302 | 302 |
| 272,761 | 272,761 | 272,761 | 272,761 | 312,761 | 272,761 | 3,313,135 | 280,312 | 280,312 | 280,312 | 280,312 | 280,312 | 280,312 | 280,312 | 280,312 | 280,312 | 280,312 |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 23,490 | 23,490 | 23,490 | 23,490 | 23,490 | 23,490 | 281,877 | 24,194 | 24,194 | 24,194 | 24,194 | 24,194 | 24,194 | 24,194 | 24,194 | 24,194 | 24,194 |
| 52,467 | 52,467 | 52,468 | 52,468 | 52,468 | 52,068 | 723,445 | 53,229 | 148,075 | 52,405 | 51,464 | 53,387 | 53,387 | 53,348 | 53,349 | 53,349 | 53,349 |
| - | - | 535,474 | - | - | 517,162 | 2,080,012 | - | - | 498,280 | - | - | 542,425 | - | - | 541,589 | - |
| - | - | 105,368 | - | - | 105,184 | 464,861 | - | - | 150,878 | - | - | 106,732 | - | - | 107,568 | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 348,781 | 348,781 | 989,624 | 348,782 | 388,782 | 970,728 | 6,864,086 | 358,038 | 452,884 | 1,006,371 | 356,273 | 358,196 | 1,007,353 | 358,157 | 358,157 | 1,007,316 | 358,158 |
| 443,072 | 443,072 | (197,771) | 443,071 | 403,071 | (178,875) | 2,638,151 | 447,360 | 352,514 | (200,972) | 449,125 | 447,202 | (201,955) | 447,241 | 447,241 | (201,917) | 447,240 |
| 9,205,249 | 9,648,321 | 9,450,550 | 9,893,621 | 10,296,692 | 10,117,817 | | 10,565,177 | 10,917,691 | 10,716,719 | 11,165,844 | 11,613,046 | 11,411,091 | 11,858,333 | 12,305,573 | 12,103,656 | 12,550,896 |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 9,205,249 | 9,648,321 | 9,450,550 | 9,893,621 | 10,296,692 | 10,117,817 | 10,117,817 | 10,565,177 | 10,917,691 | 10,716,719 | 11,165,844 | 11,613,046 | 11,411,091 | 11,858,333 | 12,305,573 | 12,103,656 | 12,550,896 |

| Nov 2028 | Dec 2028 | Year 5 Totals | Jan 2029 | Feb 2029 | Mar 2029 | Apr 2029 | May 2029 | Jun 2029 | Jul 2029 | Aug 2029 | Sep 2029 | Oct 2029 | Nov 2029 | Dec 2029 | Year 6 Totals |
|------------|------------|---------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|---------------|
| 12,550,896 | 12,958,136 | 10,117,817 | 12,775,115 | 13,268,543 | 13,665,681 | 13,441,089 | 13,935,045 | 14,427,073 | 14,201,522 | 14,693,589 | 15,185,656 | 14,960,142 | 15,452,208 | 15,904,274 | 12,775,115 |
| 805,398 | 805,398 | 9,664,780 | 862,880 | 862,880 | 862,880 | 862,880 | 862,880 | 862,880 | 862,880 | 862,880 | 862,880 | 862,880 | 862,880 | 862,880 | 10,354,566 |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 805,398 | 805,398 | 9,664,780 | 862,880 | 862,880 | 862,880 | 862,880 | 862,880 | 862,880 | 862,880 | 862,880 | 862,880 | 862,880 | 862,880 | 862,880 | 10,354,566 |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 302 | 302 | 3,624 | 1,281 | 1,281 | 1,281 | 1,281 | 1,281 | 1,281 | 1,281 | 1,281 | 1,281 | 1,281 | 1,281 | 1,281 | 15,372 |
| 320,312 | 280,312 | 3,403,748 | 288,471 | 288,471 | 288,471 | 288,471 | 288,471 | 288,471 | 288,471 | 288,471 | 288,471 | 288,471 | 328,471 | 288,471 | 3,501,648 |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 24,194 | 24,194 | 290,334 | 24,920 | 24,920 | 24,920 | 24,920 | 24,920 | 24,920 | 24,920 | 24,920 | 24,920 | 24,920 | 24,920 | 24,920 | 299,044 |
| 53,349 | 52,949 | 731,642 | 54,781 | 151,070 | 55,221 | 54,253 | 56,180 | 56,180 | 56,142 | 56,142 | 56,143 | 56,143 | 56,143 | 55,743 | 764,139 |
| - | 523,277 | 2,105,572 | - | - | 562,290 | - | - | 605,968 | - | - | 605,130 | - | - | 586,818 | 2,360,206 |
| - | 107,384 | 472,562 | - | - | 155,289 | - | - | 111,611 | - | - | 112,450 | - | - | 112,266 | 491,616 |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 398,158 | 988,420 | 7,007,481 | 369,452 | 465,742 | 1,087,472 | 368,925 | 370,852 | 1,088,431 | 370,813 | 370,814 | 1,088,394 | 370,815 | 410,815 | 1,069,498 | 7,432,024 |
| 407,240 | (183,021) | 2,657,298 | 493,428 | 397,138 | (224,591) | 493,955 | 492,029 | (225,551) | 492,067 | 492,067 | (225,514) | 492,066 | 452,066 | (206,618) | 2,922,542 |
| 12,958,136 | 12,775,115 | | 13,268,543 | 13,665,681 | 13,441,089 | 13,935,045 | 14,427,073 | 14,201,522 | 14,693,589 | 15,185,656 | 14,960,142 | 15,452,208 | 15,904,274 | 15,697,657 | |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 12,958,136 | 12,775,115 | 12,775,115 | 13,268,543 | 13,665,681 | 13,441,089 | 13,935,045 | 14,427,073 | 14,201,522 | 14,693,589 | 15,185,656 | 14,960,142 | 15,452,208 | 15,904,274 | 15,697,657 | 15,697,657 |

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.

William D. McNeal

Printed Name of Verifying Individual

CEO/OWNER

Title of Verifying Individual



Signature of Verifying Individual

12/28/22

Verification Date

Introduction

Our comprehensive tax and financial plan are written in accordance with the Generally Accepted Accounting Principles (“GAAP”). This includes accounting and tax reporting practices that comply with all applicable laws. Twisted Herb Cultivation is structured as a Limited Liability Company “LLC” to maintain distinction between business and owner personal liability. We have a business tax identification number, provided to us by the Alabama State Treasury. The net worth of our limited liability entity will be calculated by the capital accounts of our owners. Ala. Code § 40-14A-23(b). We will prepare annually for the Department of Revenue a report of our income and deductions with the names and addresses of each partner and their percentage of share. Ala. Code § 40-18-28.

Our executive team will oversee this plan for efficiency and continual compliance. We will disclose to the Alabama Medical Cannabis Commission (“AMCC”) and the Department of Revenue of the State of Alabama (“the Department”) all relevant records, including tax information. Ala. Code § 20-2A-55(d). We will maintain good standing with the IRS and secure all financing without backing from federally insured financial institutions. 31 US Code § 5311-118.3745(a)(4); IRC 280(e).

Financial Practices

We will maintain our business’ financial accounts in the United States. 31 U.S.C. § 5311 118.3745(a)(4). We will fully disclose all credit practices. F.D.I.C. C.2 § 121. Our financial records will be physically and digitally secured, and all staff will be trained on proper recordkeeping. Our SOPs include details on our electronic financial recordkeeping systems, and which personnel are allowed in restricted access cash storage areas. 31 U.S.C. § 5311(b)(3-4). From these records, we will supply any documentation requested for law enforcement purposes. 31 U.S.C. § 5311 (b)(1-2). We will comply with guidance issued by the Financial Crimes Enforcement Network (“FinCEN”), and we will only work with vendors or financial institutions who also comply with the Bank Secrecy Act. 31 USC § 5311-BSA 34.

We will contract with vendors for accounting and armored-car services. Access to banking for cannabis businesses regularly comes with high monthly fees and extra expenses. We have proactively created a positive relationship with Herring Bank to support our business in this matter. Herring bank has provided safe and compliant financial services for

multiple cannabis businesses in Colorado, including business checking accounts, remote check deposit, online mobile banking, and payroll solutions including direct deposit. They are aware of the regulatory challenges for our business and will support our efficient operations. We will maintain honest candor with financial entities about our cannabis transactions by providing details on our license, and all necessary information for compliance with banking customer identification programs. 31 CFR § 1020.220(a)(2)(i)(A).

Accounting

Our double entry accounting system will record, analyze, and classify our transactions, and will provide accountability of our assets and liabilities. We will contract with Branum and Company, P.C. for accounting services. They are one of the leading local accounting firms in southeast Alabama and have served this community for two decades. Our Branum and Company CPA will oversee monthly and year-end financial reconciliation of accounts payable and receivable. They will also prepare and file appropriate taxes for our medical cannabis business.

Gain, loss, income, basis earning, and profit statements of our business will be determined in accordance with Alabama state tax law, not based on federal income tax regulations. Ala. Code § 40-18-1.1(a); USC Title 26. Taxable income will include gross income less allowable deductions. Ala. Code § 40-18-15.1; Ala. Code § 40-18-15.3(a)(2),(c). We will file a net operational loss only if, prior to any deductions or modifications, our entire net operating finances are a loss for the entire taxable year. Ala. Code § 40-18-15.2.

With this system we will fully disclose our financial results and maintain GAAP conformity, including recognizing revenues and expenses on the accrual basis and reconciliation of all accounts in a timely manner. All financial records will be maintained securely at our facility and made available to the AMCC. Ala. Code § 20-2A-52(a)(5). Our records will include gross sales, gross proceeds, gross receipts, and other books to determine our tax liability. Ala. Code § 40-23-9.

Insurance and Affiliates

We will maintain adequate levels of liability and casualty insurance, at a minimum of two million dollars. Ala. Code § 20-2A-53(a)(2); Ala. Admin Code. r. 80-14-1-.05. We have paid all

appropriate taxes on our insurance plans and premiums. We will acquire additional surety bonds if required by the Department. Ala. Code § 40-23-6. Neither we nor any of our affiliates have outstanding tax debt or tax delinquency. Ala. Admin Code. r. 538-x-4-.07.05; Ala. Code § 20-2A-55(a)(6). We and our affiliates will fully disclose tax history. Ala. Admin Code r. 538-x-3-.05.03.d-f.

Taxes Levied by the State and Payment of the Same

We will pay all taxes in a prompt manner. Ala. Code § 40-11-4; Ala. Code § 40-23-7. All taxes that are payable to the Department will include the name of our business and our Chief Executive Officer; location and legal description of our business; total amount of gross sales, receipts, and loans, on a daily, monthly, and quarterly basis; and any other information required or requested. Ala. Code § 40-1-5(a)(1-8). We will pay all applicable privilege taxes levied against our net worth each year. Ala. Code § 20-2A-80(b)(1); Ala. Code § 40-14A-23. We will utilize charts provided by the State in Article 2 of the Alabama Business Privilege and Corporation Shares Tax regulations, and any related amendments, to calculate the amount of tax owed. Ala. Code § 40-14A-22(b); Ala. Code § 20-2A-80(b)(2).

Our certified accountant will appropriately file all taxes related to our business. All other related taxes will be filed concurrently with federal income returns, no later than April 15th of each year. Ala. Code § 20-2A-80(b)(3); Treasury Regulation § 26.6072(b). Our first tax return will be filed two and a half months after our license approval. Ala. Code § 20-2A-80(b)(3). Tax payments due to the Commissioner of Revenue will be completed with a designated form. Ala. Code § 40-17A-2; Ala. Code § 20-2A-80(b)(5). Any circumstances resulting in a lack of form will not prevent us from promptly paying our due taxes. Our tax payment will be considered complete once the money is received by the state. Ala. Code § 40-1-5(b). Tax proceeds will, in part, support the Medical Cannabis Commission Fund set forth by the Alabama State Treasury. Ala. Code § 20-2A-10(a)(1).

We will submit to a 9% tax rate for gross proceeds of sales. Ala. Code § 20-2A-80(a); Ala. Admin Code. r. 538-x-8-.03.08; Ala. Code § 40-23-1. We will only pay municipal or county tax once per sale. Ala. Code § 40-23-2.1. All money collected from this taxation will be paid to the Department. Ala. Code § 40-23-26(d).

Our property will be assessed for ad valorem tax purposes at 20% as a Class II property. Ala. Code § 40-8-1(a). We will pay annually a tax of .065% based on our assessed property value. Ala. Code § 40-8-2. For any vehicles in our fleet purchased outside this state, we will pay a 2% excise tax. Ala. Code § 40-23-102(a). We will submit to a 6.5% income tax levied by the State and any further income taxes. Ala. Code § 40-18-2; Ala. Code § 40-18-31(a). At the request of the Department, we will provide an inventory as proof of income. Ala. Code § 40-18-11.

We understand that refusal or neglect to pay appropriate taxes can result in a lien in favor of the State of Alabama upon all business properties and rights therein. Ala. Code § 40-1-2(a); § 40-1-3. We may motion to dismiss the lien, with a bond in double the amount of the lien filed with the Department. Ala. Code § 40-1-2(c). We will communicate openly with the AMCC, the Department, and the Internal Revenue Service about our financial obligations.

Conclusion

We understand and will comply with all applicable tax laws. Ala. Admin Code. r. 538-x-3-.05.03.m.09. We will accept any fairly regulated additional tax, penalty, or interest assessed upon us by the Department. Ala. Code § 20-2A-80(b)(5). We will always welcome and accommodate the AMCC and their officials for an inspection. Ala. Code § 20-2A-55(d). We understand failure to cooperate could result in the seizure and impound of our books, ledgers, documents, writings, money receptacles, and all other records. Ala. Code § 20-2A-52(a)(3)(b). We will contribute to qualified patients in Alabama receiving the maximum benefit of medical cannabis through protection of our products, compliant recordkeeping, and appropriate taxation. Ala. Admin Code. r. 538-x-1-.02.

Any and all redactions made within this document are personal identifiers and are made solely to protect the owners and/or employees of Twisted Herb Cultivation, LLC.

I cite Alabama Code Section 36-12-40.

For home addresses and phone numbers specifically, I additionally cite "Opinion of Alabama Attorney General #96-00003".

For social security numbers specifically, I additionally cite "Alabama Code Section 41-13-6" and "Opinion of Alabama Attorney General #2010-074".

William D McNeal – CEO/Owner of Twisted Herb Cultivation, LLC.

 3/12/23

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.

William D. McNeal

Printed Name of Verifying Individual

CEO / OWNER

Title of Verifying Individual



Signature of Verifying Individual

12/26/22

Verification Date

John H. Merrill
Secretary of State

P. O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

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

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Articles of Formation filed on behalf of Twisted Herb Cultivation LLC, as received and filed in the Office of the Secretary of State on 12/02/2022.



20221226000004682

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

12/26/2022

Date

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

John H. Merrill

Secretary of State

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

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

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

Twisted Herb Cultivation 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): William D McNeal

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



*COUNTY of above address: BUTLER

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 | |
| 001-051-682 | DLL |
| Date | 12/02/2022 |
| Time | 15:19:00 |
| File | \$100.00 |
| County | \$100.00 |
| | ----- |
| Total | \$200.00 |

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check **only** if the type applies to the Limited Liability Company being formed:

Series LLC complying with Title 10A, Chapter 5A, Article 11

Professional LLC complying with Title 10A, Chapter 5A, Article 8

Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 12 / 2 / 2022 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 3 : 18 AM or PM. (cannot be noon or midnight – 12:00)

Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

12 / 2 / 2022
Date (MM/DD/YYYY)

Ronald Scott Seawright
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.

Additional Details

Organizers

Organizer

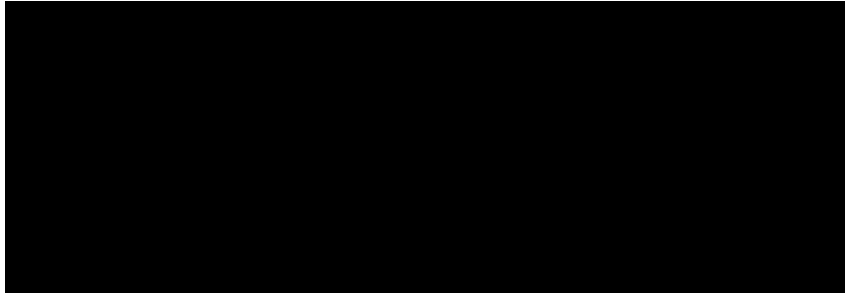
Street Address

Mailing Address

Ronald S Seawright

William D McNeal

Michael A Whiddon



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:

Twisted Herb Cultivation LLC

This name reservation is for the exclusive use of Calvin Poole III, P.O. Box 308 , Greenville, AL 36037 for a period of one year beginning November 22, 2022 and expiring November 22, 2023

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.



RES058312

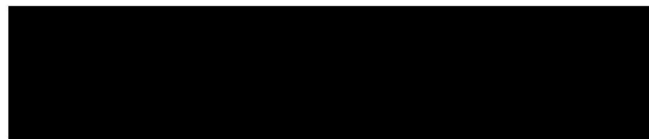
November 22, 2022

Date

John H. Merrill

Secretary of State

CERTIFICATE OF FORMATION
OF
TWISTED HERB CULTIVATION LLC
AN ALABAMA LIMITED LIABILITY COMPANY



**CERTIFICATE OF FORMATION
OF
TWISTED HERB CULTIVATION LLC
an Alabama Limited Liability Company**

Pursuant to the Alabama Limited Liability Company Law, the undersigned hereby adopts the following Limited Liability Company Certificate of Formation:

**ARTICLE 1.
NAME**

The name of the limited liability company (the "Company") is "**Twisted Herb Cultivation LLC**"

**ARTICLE 2.
DURATION**

The existence of the Company shall be perpetual unless earlier terminated by agreement of the Members or by operation of law.

**ARTICLE 3.
PURPOSE**

The purpose of the Company is to engage in horticultural cultivation activities and businesses and perform any act permitted by Alabama law to be engaged in or performed by limited liability companies.

**ARTICLE 4.
INITIAL REGISTERED OFFICE AND AGENT**

The location and mailing address of the initial registered office of the Company is [REDACTED]
[REDACTED] The name of the initial registered agent for the Company at that address is William D. McNeal.

**ARTICLE 5.
INITIAL MEMBERS**

The names and mailing addresses of the initial Members of the Company are:

Ronald Scott Seawright

[REDACTED]

William D. McNeal

[REDACTED]

Michael A. Whiddon

[REDACTED]

**ARTICLE 6.
ADMISSION OF ADDITIONAL MEMBERS**

No person may be admitted as an additional Member without the written consent and approval of all of the Members. Admission of an additional Member shall not reduce the aggregate percentage share of any tax items or cash distributions to which the other Members may be entitled prior to the admission of an Additional Member and upon the admission of any Additional Members, the Interests of the Members shall be adjusted accordingly.

**ARTICLE 7.
CESSATION OF MEMBERSHIP**

Neither the withdrawal of a member or the cessation of membership of one or more members will result in dissolution of the Company.

**ARTICLE 8.
MANAGEMENT**

The Company shall be managed by a Manager or Managers who serve at the pleasure of a majority of the Members. The initial manager will be Ronald Scott Seawright, whose address is [REDACTED], until he resigns or is removed by operation of law or the vote of the Members.

**ARTICLE 9.
AMENDMENTS**


Any amendment to this Certificate of Formation shall require approval of all of the Members.

**ARTICLE 10.
EXECUTION AND DATE**

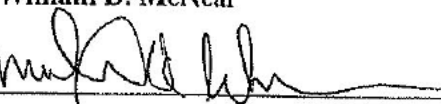
This Certificate of Formation is executed by the Members on this the 2nd day of December 2022.



Ronald Scott Seawright



William D. McNeal



Michael A. Whiddon

Exhibit 9 – Business License and Authorization of Local Authorities

Verification

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

William D. McNeal

Printed Name of Verifying Individual

CEO/owner

Title of Verifying Individual



Signature of Verifying Individual

12/26/22

Verification Date

9.1 As Applicable, Certified Copies of the Applicant's Business License

Twisted Herb Cultivation, LLC does not have any business licenses at this time. Upon being awarded permit, Twisted Herb Cultivation, LLC will promptly seek required licenses.

9.2 As applicable, resolution(s) or ordinance(s) by local jurisdiction(s) (County or Municipality, as appropriate) approving the Applicant's business presence in each applicable local jurisdiction.

Please see the following attachments that reflect the above as it pertains to Butler County Alabama.

Butler County Road Department



P.O. Box 756 ♦ 108 Pettibone Rd ♦ Greenville, AL 36037
Phone 334-382-3232 ♦ Fax 334-382-8921

December 10, 2022

Attn: Michael Whiddon
Twisted Herb Cultivation
8385 Mobile Rd
Greenville, AL 36037

To Whom It May Concern:

There are no zoning restrictions nor building codes within the unincorporated area of 8385 Mobile Rd in Butler County, Alabama.

If further information is needed, please advise.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dennis McCall", with a stylized flourish at the end.

Dennis McCall
County Engineer

DM/jdc

**Sample Resolution Authorizing the Operation
of Medical Cannabis Dispensing Sites
within Unincorporated Areas of the County**

WHEREAS, during the 2021 Regular Session of the Alabama Legislature, Act 2021-450 was enacted and codified in Title 20, Chapter 2A, Code of Alabama 1975, to create within Alabama a wholly intrastate system for the cultivation, processing, and distribution of medical cannabis; and

WHEREAS, Act 2021-450 defines a "dispensary" as an entity licensed by the Alabama Medical Cannabis Commission to dispense and sell medical cannabis at dispensing sites to registered, qualified patients and registered caregivers; and

WHEREAS, Act 2021-450 defines an "integrated facility" as an entity licensed to perform the functions of a cultivator, processor, secure transporter, and dispensary; and

WHEREAS, Act 2021-450 defines a "dispensing site" as a site operated by a dispensary licensee or an integrated facility licensee; and

WHEREAS, Act 2021-450 states that a dispensary licensee or integrated facility licensee may not operate a dispensing site in an unincorporated area of a county unless the county commission has authorized, by resolution, the operation of dispensing sites within its boundaries; and

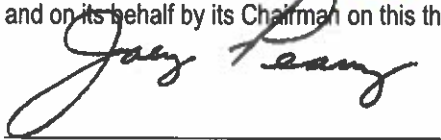
WHEREAS, [insert other reasoning for the decision]; and

WHEREAS, the Butler County Commission believes it is in the public's interest to authorize the operation of dispensing sites within the unincorporated areas of the county;

THEREFORE BE IT RESOLVED BY THE Butler COUNTY COMMISSION that it does hereby authorize the operation of medical cannabis dispensing sites by dispensary licensees and integrated facility licensees within the unincorporated areas of the county.

BE IT FURTHER RESOLVED that copies of this resolution be forwarded to the Alabama Medical Cannabis Commission within seven calendar days of this resolution being adopted.

IN WITNESS WHEREOF, the Butler County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 12th day of July, 2022



Chairman, Butler County Commission

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.

William D. McNeal
Printed Name of Verifying Individual

CEO/OWNER
Title of Verifying Individual


Signature of Verifying Individual

12/28/22
Verification Date

Introduction

We will support medical cannabis patients and the public welfare by opening a licensed cannabis cultivation business in the state of Alabama. We aim to obtain one cultivation license to create Alabama’s premier medical cannabis cultivation business, and enter the market at the onset of medical legalization. Though estimates for Alabama’s market have not yet been compiled, the entire US cannabis market is expected to reach \$43 billion in sales by 2025¹, of which Alabama will be a substantial portion. We recognize this will not be an easy endeavor, and our business has thoroughly prepared for the challenges inherent in operating a cultivation facility. We pledge to operate compliantly and to provide safe and effective medical cannabis for the patients of Alabama.

10.1 — Business Structure and Adherence to Applicable Corporate Conventions

With the help of our savvy business and legal team, our business structure is clearly defined, and we will adhere to applicable corporate conventions. Ala. Admin. Code r. 538-x-3-05-.3m.15.a. Our company is an Alabama business founded by an experienced, passionate, and capable team of Alabama residents and experts. Our purpose is to develop a cultivation facility built around providing Alabama medical cannabis patients with the highest-quality cannabis we can produce. With a team of seasoned business and local leaders who have decades of agricultural experience, we plan to open an approximately 20,000 square foot cultivation facility. We will produce a curated variety of medical cannabis that cater to our community of patients.

Our company is structured as an Alabama limited liability company (“LLC”) to protect our owners from personal liability associated with the business and to provide certain tax benefits. To form our LLC, we filed our Name Reservation Certificate and Certification of Formation with the Alabama Secretary of state. We understand that to receive institutional investment, we may need to restructure the entity and convert into a C-Corporation. Should a significant institutional investor be interested in the business, we are well prepared and equipped to convert into a C-Corporation when necessary.

¹ New Frontier Data, *U.S. Mid-Year Report: Legal Industry Projected to Top \$6 Billion in Quarterly Sales for Q2-2021*, <https://newfrontierdata.com/cannabis-insights/u-s-mid-year-report-legal-industry-projected-to-top-6-billion-in-quarterly-sales-for-q2-2021/>

Adherence to Corporate Conventions

As an LLC, our business is a pass-through entity, and we will file as a partnership for tax purposes. Though it is not required for LLC to hold annual ownership and board meetings, we will do so and record the minutes of our meetings to promote transparency in our business operations. We will maintain and update our articles of organization and operating agreement and related documentation as needed. Our Chief Compliance Officer and our outside legal counsel will verify our ongoing compliance with applicable corporate conventions.

10.2 — Business Goals

Our owners and leaders have convened to define our business goals, including specific plans going out to three years and five years, as well as our long-term strategy and exit plan. Ala. Admin. Code r. 538-x-3-.05-.3m.15.b. We have many business goals, and we understand that these must be evaluated and adjusted over the course of the first three and five years of operation and beyond as the market inevitably fluctuates and changes. We believe it is essential to the success of a business to have simultaneously ambitious yet realistic and achievable goals. We will employ iterative improvement processes to set and achieve proactive goals for the good of the company and so we can continuously create better products for the medical cannabis patients of Alabama. These goals cover the full spectrum of our operations and touch on the over-arching aspects of our work, all under the influence of our guiding mission and vision statements (included in our executive summary, provided here as subsection 10.6).

In our first year of operation, we will focus on building strong community ties. This will include partnerships with other licensed medical cannabis businesses. We will also develop educational programs for the community. By the third year of business, our cultivation facility will be at full capacity. For our fourth year of operation, we will streamline processes and implement new technologies to reduce costs. As our business continues, we will also find ways to reduce waste and increase sustainability. We will continue to operate a patient-centric cultivation facility, with a focus on medical cannabis patients in Alabama, and our actions guided by their needs and preferences.

Long-Term Strategy and Exit Plan

Our long-term strategy involves discrete steps that will allow us to achieve our goals. First, we will constantly learn more about the industry, the regulatory environment in which we are entering, and the precise best practices to address the medical needs of our patients. There will never be a stopping point in this area, as we will constantly adjust our workflow and processes to innovate and improve, and that requires an open-mind and frequent education on our part. We have already begun this through this application process, by assessing the Alabama medical cannabis marketplace, and by assembling a team of qualified and knowledgeable individuals.

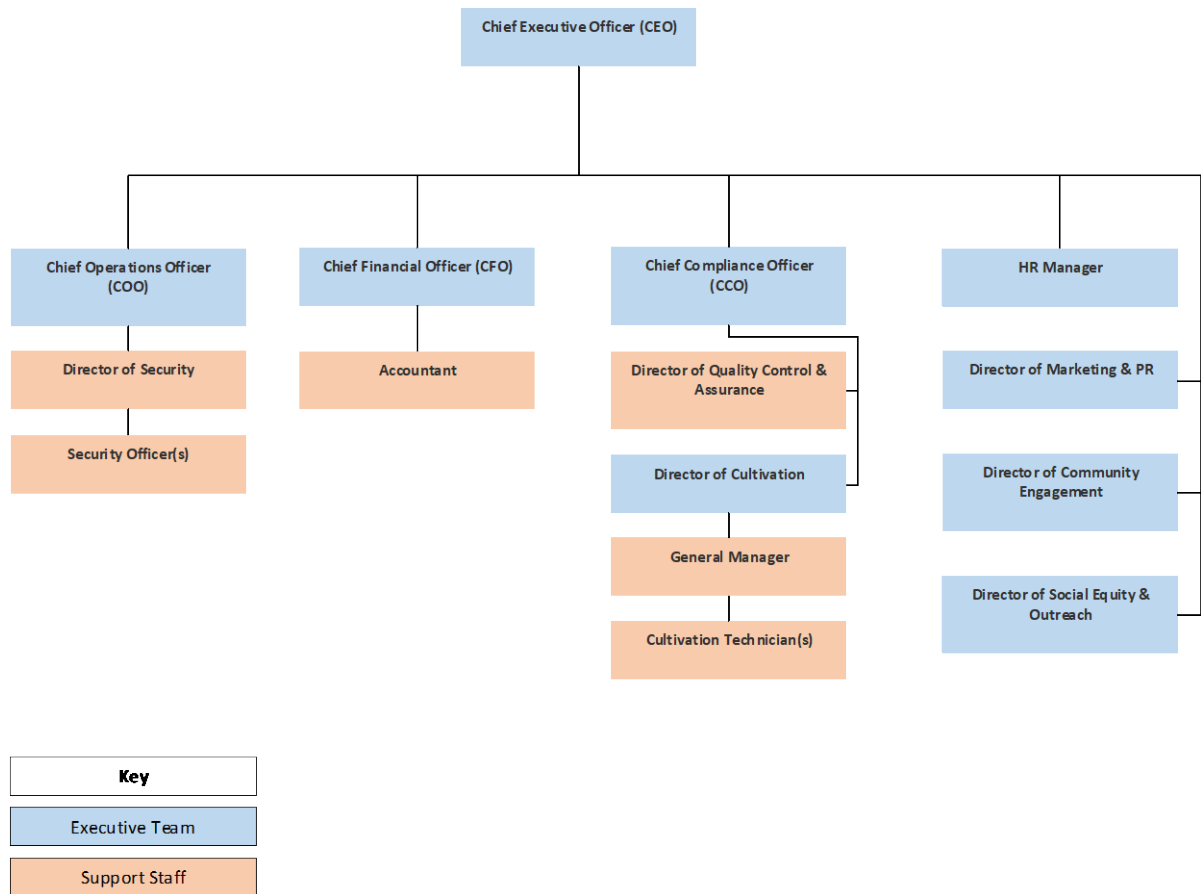
At the four-year mark of operations, we will hold focused meetings of our executive leadership established to assess the first few years of operation and see what we have learned, what needs to be addressed still, and what steps we have taken to achieve our goals. This will be repeated in each subsequent year, with significant increases in terms of scope. We will also address any substantial business needs including but not limited to employee hiring and retention; standard operating procedures (“SOPs”); the composition of our executive leadership team; our mission and vision statements; a reevaluation of our long-term strategy and potential exit plans; and, large-scale community-focused projects.

We will open and operate our facility utilizing proven methodologies. If financial viability issues arise, our executive team will address these in a timely manner with our stakeholders and the AMCC. We will communicate the needs of our business and necessary changes for profitability, and to continuously provide safe medical cannabis.

We have carefully and thoroughly considered a wide variety of potential exit strategies. These strategies will allow our business to expand to include additional locations, and to better serve more patients with emerging technology and production methods. Future strategies could include merger or acquisition opportunities, but our current strategy is to commence cultivation operations; to serve patients with care; and to provide excellent quality, and accessible medical cannabis products statewide.

10.3 — Organizational Chart

Here we have included our organizational chart which visually conveys our internal structure. Ala. Admin. Code r. 538-x-3-.05-.3.m.15.c. This details individual roles, responsibilities, and relationships between others within our business operation. We have clearly defined the roles and responsibilities of each member of our team, with a clear division of labor and no overlap in responsibilities. This will be made available to employees at the time of hiring and in our internal database for easy access for employees to review should they have questions or comments about the company structure and organization. We have set clear expectations for performance and accountability.



10.4 — Job descriptions of All Managerial Positions

Herein we detail each of the managerial positions within our operations and show a clear delineation of authority, qualifications, and duties. Ala. Admin. Code r. 538-x-3-.05.03.m.15.d. Notwithstanding further guidance from the state, we view a managerial position as an employee who possesses authority to formulate and carry out management decisions or who represents management's interest by taking or effectively recommending discretionary actions, and who has discretion in the performance of these management responsibilities beyond the routine discharge of duties. A "managerial position" need not act in a supervisory capacity in relation to other employees. Our managerial positions are as follows.

Chief Executive Officer

The Chief Executive Officer ("CEO") has authority over the senior planning and leadership teams to execute the strategic direction of the company and guides all staff efforts toward achieving company objectives and defined goals. The CEO will also assist with financial management and strategic business planning, provide oversight for the company, and work to develop a company culture in line with the company mission. It is the responsibility of the CEO to set the tone and establish precedent of decision making for the business, particularly as it relates to making our mission and vision actionable and achievable. The CEO promotes our company values and ethical business practices from the top; they provide complete oversight of all branches of the company; coordinates with the marketing and public relations officer to develop all branding and brand identity components, including product packaging and store design; builds, establishes, and strengthens the executive leadership team; evaluates and manages the fiscal and operational performance of the company; and, oversees each branch budget and departmental budgets.

Chief Operations Officer — Reports to CEO

The Chief Operations Officer ("COO") manages operations, including development of SOPs and staff training programs that are responsive and adaptable based on compliance with applicable regulations. The COO must analyze current and future market trends to help to achieve the company's profitability goals and other objectives. The COO works with branch executive teams to create and implement production plans; select equipment and materials; and, assist in selecting vendors and outsourced services. A top priority for the COO

is to guarantee smooth day-to-day operations for patients, staff, vendors, and authorized visitors. They will also adjust strategic plans to achieve long term goals based on internal and external feedback. The COO develops and implements compliant SOPs; implements preventative measures for uninterrupted production and efficiency improvements; assists with developing staff training programs; identifies areas of cost savings and sources affordable equipment and supply vendors; and coordinates internal and external audits of physical inventory and data with the Chief Compliance Officer.

Chief Compliance Officer — Reports to CEO

The Chief Compliance Officer (“CCO”) ensures daily operational compliance by developing, maintaining, continuously improving upon a comprehensive compliance program designed to ensure that every level of the operation acts within the federal, state, and municipal regulations. The CCO also acts as the communication link between our business and the regulators when we implement changes to our processes. The CCO manages license, bond, and permit application and renewal processes; monitors regulatory updates to ensure all SOPs are compliant with local, state, and applicable federal regulations; audits all company inventory and systems at least monthly; creates audit reports on the accuracy and consistency of internal processes; creates, manages, and delivers compliance-based education and training; maintains records as required by state and federal regulation; and assists with development of staff training materials and compliance tools.

Director of Marketing & Public Relations — Reports to CEO

The Marketing & Public Relations (“PR”) Director works to maintain the company’s public image, devise sales strategies, and create marketing materials in compliance with advertising restrictions and regulations. Additional responsibilities of this roles include brand management, content creation, and advertising on approved platforms. All public messages and communications about our business will be conducted by the Marketing and PR Director. They will also deliver any local, national, or international statements to the press. If our business is part of a recall, our Marketing & PR Director will handle all public communication about the event, which may include press releases, blog posts, or social media posts. The Marketing & PR Director will manage our brand and will identify any

intellectual property violations. They will also manage social media presence; maintain integrity of online branding; prepare quarterly marketing plans and written reports; develop and approve marketing materials; work within the marketing budget; implement company PR strategies; write content for website, press, and marketing generally; design or oversee design of marketing materials; and update the general public on news related to the functions of our business as deemed necessary by the executive leadership team

Human Resources Manager — Reports to CEO

The Human Resources (“HR”) Manager plans, directs, and coordinates the administrative functions of the organization. They oversee the recruitment, interview process, and hiring of new staff; consult with top executives on strategic planning and budgets; and serve as a link between management and employees. The HR Manager is also responsible for supervision and consultation to management on staffing plans, including compensation, benefits, training and development, and labor relations. The HR Manager recruits and hires qualified staff to fill roles necessary for company growth and success; delivers new hire orientation and coordinates onboarding paperwork; promotes good workplace practices for employees during onboarding and throughout each employee’s tenure; manages records of employee evaluations, time off requests, pay periods, and other employee administrative work functions; coordinates with management and subject matter experts to deliver operational training programs; and, manages staff attendance, scheduling, time off requests, and payroll systems.

Director of Cultivation — Reports to CCO

The Director of Cultivation (“DOC”) oversees the cultivation facility processes to achieve production goals. They will also maintain regulatory compliance and plan for employee safety. They will create SOPs based on cultivation best practices for staff to maintain the crop in all stages of growth-from propagation to harvest-including integrated pest management (“IPM”) and sanitation. The DOC manages executive planning of cultivation practices and our long-term cultivation strategies. They will continually learn about the industry and develop innovative strategies for our business. Our DOC provides hands-on management of each stage of production, including propagation and distribution; develops proprietary formulas

for cultivation, including cultivation methods, nutrient formulas, watering, pruning, and light schedules; develops and oversees training programs for all cultivation employees; and, certifies that our cultivation methods and procedures comply with all applicable laws and regulations, including adherence to production limits established by the state.

Director of Security — Reports to COO

The Director of Security (“DOS”) protects assets and facility security. They oversee staff security training to create a safe working environment and protect the community. Our DOS has created compliant security SOPs and protocols to prevent product or business losses from diversion or criminal activity. The DOS protects the safety and security of all facilities, assets, and individuals including visitors and employees; assists with the design and implementation of a comprehensive security plan, which includes both selection and placement of technological assets as well as personnel; drives privacy initiatives and strategic plans set by leadership; creates emergency procedures and implements security best practices to ensure compliance and safety of visitors and staff throughout operations; builds relationships with local law enforcement and emergency services to identify the company as a community partner and champion of safe facilities; and, trains non-security personnel in diversion prevention efforts as part of the company’s anti-diversion plan.

Director of Environmental Impact & Community Engagement — Reports to CEO

The Director of Environmental Impact and Community Engagement (“DOEC”) connects the company with community members, customers, advocacy organizations, industry groups, legislators, and regulators. The DOEC also works to educate the community about cannabis and sustainability through the development and distribution of educational materials, organization of community outreach activities, and representation of the company in a professional manner at community events. The DOEC assists with development and implementation of an effective community action plan and comprehensive environmental relations plan; identifies local community groups and charitable organizations for potential relationships and maintains those relationship once established; attends key events and meetings within the community to represent the company and share learnings from events to help further develop community engagement; orchestrates patient educational seminars

and events; communicates community-focused events to employees and department heads; and, manages company participation in local community groups, including environmental initiatives, volunteering, and financial or in-kind donations.

General Manager — Reports to DOC

The General Manager (“GM”) is responsible for overseeing daily inventory operations under the supervision of the Director of Cultivation. The GM creates and implements processes, protocols, and key performance indicators associated with inventory management to ensure inventory workflow meets daily sales and operational demands. The GM is responsible for the development and management of existing licensee relationships to meet delivery, cost, and quality objectives as well as researching and identifying potential new partners; inputs outgoing delivery orders into the state seed-to-sale inventory tracking system and other business management platforms; audits inventory for accuracy; investigates, corrects, and reports inventory discrepancies encountered throughout daily operations; manages bulk ordering for supplies; and, writes inventory and compliance reports and ensures data uniformity in all reports and records.

The GM is further responsible for creating SOPs for packaging and labeling of cannabis products for distribution to other licensed facilities in accordance with the state and local regulations. The GM helps and encourages all staff to maintain a clean work environment to preserve the integrity of the products being packaged. The GM is responsible for making sure all orders are processed in an orderly manner with efficiency and accuracy; creates packaging and labeling processes and procedures based on regulatory requirements and safety, quality, and sanitation regulations; reports label discrepancies and packaging imperfections to the DOS; and, sanitizes, calibrates, and fixes scales and equipment as necessary.

10.5 — Job Descriptions of All Non-Managerial Employee Positions

Within this section, we detail each of the non-managerial roles within our business operations with clear delineation of qualifications and duties. Ala. Admin. Code r. 538-x-3-.05.03.m.15.e.

Cultivation Technician — Reports to GM

The Cultivation Technicians execute our SOPs and maintain crops in all stages of growth, from propagation to harvest. Cultivation Technicians ensure plant health and prevent disease/pest infestation by adhering to all sanitation procedures and prescribed cultivation and IPM practices. Cultivation Technicians achieve production goals by following and enforcing the use of approved nutrient and watering schedules; perform plant care techniques, including: cloning, pruning, transplanting, trimming, and treating plants for disease or infestation; clean and sanitize the cultivation facility and equipment; report pest or plant health issues to the GM, DOC, or other available manager; and, records all actions taken to care for plants and data about the life cycle of the plants and supply usage in the facility.

Security Officers — Reports to DOS

Security Officers are responsible for maintaining the security and compliance of the facility, protecting company assets, and creating a safe working environment for all staff and visitors by physically securing the facility, overseeing visitors, and preventing diversion and any other crimes or misconduct. Security Officers work under the guidance and SOPs created by the DOS. Security Officers monitor the interior and exterior of the store premises using video surveillance equipment to ensure the safety of visitors, products, and staff; log and escort visitors within restricted access areas, when necessary; coordinate with local law enforcement and the DOS should any laws be broken; adhere to and enforce access restrictions, including all limited access areas and restricted access areas; and, prepare and file incident reports for all suspicious, noncompliant, or criminal activity.

10.6 — Executive Summary

Our Executive Summary is a high-level overview of our detailed business plan, which includes our mission statement, leadership background and qualifications, business style and philosophy, key personnel, identification of our facility location and functions. Ala. Admin. Code r. 538-x-3-.05.03.m.15.f.

Mission and Vision

When it comes to creating mission and vision statements, we took a holistic approach, assessing not only our ambitions for the business itself, but identifying how we wish others to view and relate to us. While it is unlikely most will immediately grasp the deep meaning and personal connection of both our mission and vision statements, we believe the elements of such will be exemplified and shine through in our work ethic, our products, and our commitment to patient health and wellness.

Mission:

Our mission is to make medical cannabis accessible to patients and to further research and education. We will advocate for policies that support the use of safe medical cannabis.

Vision:

Our vision is to provide safe, high-quality, medical cannabis products to those who could benefit from its therapeutic effects.

Our brand was created from our personal connection to medical cannabis. After a traumatic and life-changing injury, our DOEC John Butts experienced constant pain. While enduring daily pain and spasticity, his doctor suggested a multitude of prescription drugs as a solution. The intense side effects of these pharmaceuticals did not help overcome the pain. John turned to multiple research centers for an answer and went through the pain management clinic at the University of Alabama. Eventually he found relief when a fellow spinal cord injury survivor suggested that he try medical cannabis. The positive impact of cannabis for his quality-of-life inspired John to contact and work with legislators for medical cannabis legislation – culminating in the Compassionate Care Act.

John was an honorary guest at the signing of the Act, and this has ignited our team passion to legitimize medical cannabis and deliver education about the medical cannabis industry and medical cannabis products. We will provide quality products with professionalism while

creating community connections through educational programs, honesty, and transparency. We are well-positioned and well-equipped to serve Alabama medical cannabis patients.

Leadership Background and Qualifications

We have assembled a team of business leaders, industry executives, and subject matter experts with ample experience and expertise to lead us to profitability in a multitude of scenarios, so that we can continue to serve the medical cannabis market. Our business is led by our executive team, consisting of our CEO, CCO, DOC, COO, and DOS.

Our CEO Bill McNeal has worked for 15 years in Alabama and began his career in agriculture in 1990. He is familiar with strict regulations and adheres to a biosecurity program to eliminate the spread of poultry related diseases. As the current Operations Manager for a large-scale Greenville, Alabama farm, Bill supervises more than 100 employees while maintaining compliance with Occupational Safety and Health Administration (“OSHA”) and federal programs including DOT and PVP, which protects human access to antibiotics. He has conceptualized and filed patents related to ethical farming and will innovate within cannabis cultivation as well.

Our DOEC (Director of Environmental Impact and Community Engagement) has personally advocated for medical cannabis access and legislation. Medical cannabis had a radically positive impact for John Butts when pharmaceutical products failed to curtail his pain after a traumatic spinal cord injury. He has collaborated with various organizations, community groups, government entities, and the general public to create social awareness around medical cannabis. His influence as a lobbyist helped to pass the Compassionate Care Act, and he is an inspiration for our business.

Our CCO, Scott Seawright, is the current owner and Vice President of J&R Lumber & Supply Company, Inc. in Ashville, Alabama. He has been with this company for 31 years, where he prepares scopes of work, monitors project progress, and analyzes financial trends. He is also the independent owner of multiple business including Farm Systems, Incorporated, which specializes in all components of the poultry industry, and Agcor Steel in Cullman, Alabama, which manufactures metal and wood trusses and metal roofing. With multiple additional businesses in his portfolio, Scott is well-versed in compliance. He has acquired multiple state Liquor Licenses including State of Alabama Alcoholic Beverage

Control Board License #000191959 (Exp. 9/30/23), has worked with the Alabama Workman's Compensation Guidelines, holds Federal Firearms License #1-63-045-01-4E-07431 (Exp. 5/1/24), and a private Pilot's license.

Nathaniel Johnson will serve as our DOC. For the past three years, he has operated as the DOC for two commercially licensed cannabis farms in California. These farms utilize indoor mixed light conditions as well as growing outside. Nathaniel has experience with the entire cultivation process including water reclamation, cloning, drying, curing, transplanting, nutrient application, and integrated pest management. At the executive level, Nathaniel implements and enforces cultivation policies, manages cultivation budgets, and is ultimately accountable for the quality and custody of crops. He has extensive experience with Metrc and other compliance tools and has done methodical regulatory research to support business compliance. Responsible for the hiring, training, and supervision of a team of thirty, he also selects, purchases, and maintains cultivation and processing equipment throughout the facilities.

Our COO, Michael Whiddon, is a long time Alabama resident and has worked in the agricultural processing industry for nearly three decades. He has grown and processed hay, cotton, peanuts, and soybeans, and owns a poultry farm where he manages all operations. He has hired, trained, and supervised technicians, and created strong community and business relationships. He maintains budgets, participates in industry research, and consistently meets production demand.

Our DOS is the recently retired Chief of Police for Greenville, Alabama, where our cultivation facility will be located. He has incomparable positive relationships with local businesses and law enforcement and knows the community intimately. William Ingram is a graduate of the Southeast Alabama Police Academy, the FBI National Academy, and is a past president of the Alabama Peace Officer Association. He has founded his own consultancy, Ingram Risk Consultants. This security firm provides armed and unarmed security guards, licensed through the Alabama Security Regulators Board, to clients throughout the state. Formerly, he served as the Daleville, Alabama Public Safety Director and, prior to that, as Captain of the Ozark, Alabama Police Department.

Together, we bring the experience and skills required to stand out in the cannabis space. Our executive leadership team have outstanding connections to our local community. This

will also serve in patients and prospective patients' best interests in finding and trusting a medical cannabis facility like ours. They will know the products, goods, and services they receive will be of the highest quality possible in Alabama.

Business Style and Philosophy

Our business style relies on a culture of compliance. We will instill attention to and appreciation of regulatory and safety requirements throughout our staff. From the time of hiring and initial training and throughout employment, we will continuously reiterate the importance of complete compliance to our staff members.

Our business philosophy is built on the foundation of our mission and vision statements, which focus on patient access and public medical cannabis education. Our business philosophy is motivational, action-oriented, and medically focused.

- Business Philosophy: Patients are our passion and will guide our long-term vision.

Key Personnel

Our key personnel include owners, founders, and directors who lead long-term decision making in our business. Key personnel roles include the CEO, COO, DOS, DOEC, CCO, and DOC. We believe that each individual in these roles will contribute positively and uniquely to our business. They have set themselves apart as leaders in their community connections and business prowess. While our managerial and support personnel are vital to our successful cultivation operation, they are not considered key personnel.

Facility Locations and Functions

Our facility is in an ideal location to cultivate cannabis and support our community. Our cultivation facility is located at 8385 Mobile Road Greenville, AL 36037. Multiple key personnel, most prominently our DOS, have strong personal ties with the Greenville area.

10.7 — Description of Products and/or Services

We will create and provide a variety of consistent and effective medical cannabis cultivars to serve the medical cannabis patients of Alabama. We will cultivate, process, or test the following products at our facilities, including projected pricing data; projected

product lifespan; projected benefits to consumers; patents, if any; and proprietary technology, if any. Ala. Admin. Code r. 538-x-3-.05.03.m.15.g.

Products and Services

We intend to cultivate and offer the people of Alabama a wide selection of cannabis cultivars, approved by the Department. Our founders have identified a lack of selection, minimal education, and underwhelming service to be major shortcomings of existing medical markets and we see this as a terrific opportunity to set ourselves apart in the nascent Alabama medical market. Particularly, our executive team's experience in farming will help our business maintain a consistently high standard of quality, education, and patient service in the new Alabama market.

We will offer only a select variety of medical cannabis cultivars to match our local market demand, with our products ranging between THC and CBD varieties. Our cannabis selection will reflect our company vision, with a truly beneficial therapeutic selection for our Alabama community. We will also create and distribute our educational materials, supplying Alabama patients with a better understanding of our medical cannabis and cannabis products.

As a cultivator, we will only cultivate cannabis cultivars approved by the Department prior to acquisition of plant material. Ala. Admin Code. r. 80-14-1-.07.01. Our cultivars will be derived from cannabis plants that have a high likelihood of producing medical cannabis and will not be derived from hemp or industrial hemp. Ala. Admin. Code Rule 80-10-21-.02 (19); Ala. Admin Code. r. 80-14-1-.07.01.

Patents and Proprietary Technology

Our company appreciates the value of intellectual property in the forms of patents and proprietary technology. As a business, we are dedicated to an innovative mindset and research and development. Our CEO has developed and documented patents for his own farming business. We have not yet created internal patents, but we are excited to utilize our expertise to innovate in medical cannabis cultivation.

10.8 — Advertising and Marketing Analysis and Strategy

Our sophisticated leadership team has established a diversified advertising and marketing analysis and strategy. Ala. Admin. Code r. 538-x-3-.05.03.m.15.h. Compliant advertising and marketing strategies will serve as cornerstones to our operations. Our marketing team will introduce our facility to medical cannabis patients through educational, accessible, and friendly means of communications in various forms, as aligned with state regulations. Our advertising and marketing efforts are based upon our in-depth analysis of the projected Alabama medical cannabis industry, comparable markets, and strict regulatory compliance. Our plan covers our target market and patient population, market size and trends, our market readiness, and competitive analysis and position. Our leadership team leveraged extensive industry experience to also generate a business development and supply and distribution strategy to round out our marketing efforts.

Alabama Industry Analysis and Trends

The cannabis industry is rapidly expanding throughout the United States and the rest of the world as the stigma surrounding its use erodes in the face of new research and transparency presented by its legal markets. As of this writing, a total of 37 states, the District of Columbia, Guam, Puerto Rico and the U.S. Virgin Islands, regulate cannabis for medical use by qualified individuals and more will likely come after the 2022 midterm elections. Alabama is one of those states, having approved their medical cannabis program in 2021 with the passage of the Alabama Medical Cannabis Act. The United States cannabis industry generated over \$26 billion in sales in 2021 with sales projected to leapfrog to \$45.9 billion in 2025, which is on par with the \$46 billion in sales generated by the craft beer industry.² Globally, the economic value of the cannabis market will eclipse \$96 billion by 2026.³

We are seeking to enter the Alabama market as a cultivation facility as part of the forthcoming medical licensing round. As this is the first cannabis licensing round in Alabama, there are currently zero medical cannabis businesses operating in the state. These new licenses will be necessary to support the medical market, as a patient base will quickly grow as patients begin registering to receive medical cannabis. With the approval of the Alabama

² Marijuana Business Daily, *MJBizCon*, 2022

³ Facts and Factors market research report, 2021

Medical Cannabis Act legalizing medical cannabis in early 2022, Alabama has embarked on the path toward opening their medical market. The new medical market will dramatically increase the patient base and spending on cannabis within the state. All the above factors should provide the perfect support for facilities like ours as the Alabama cannabis industry makes up for lost time and rapidly comes to maturity. We are well prepared for the opportunity this growing market presents and plan to position our brand as a highly respected medical cannabis operation in the state of Alabama.

Medical Market Size

The recently passed medical cannabis bill allows for qualifying patients over the age of 18 to purchase cannabis in the state. The state's population is approximately 5.04 million people, and of those, only a portion will qualify and register to be medical cannabis patients. In medical cannabis markets in other U.S. states, we have seen patient adoption rates vary wildly depending on the makeup of the market. In medical cannabis markets, patient adoption rates at the end of year one typically ranges from 0.5% to 2%. After the third year of operations, patient adoption rates typically rise to 2% to 4%. Rare outlying markets, such as Oklahoma, reached rates of 9%+ after several years but are not comparable to Alabama's market conditions. Patient adoption rates at the outset of Alabama's medical market will begin at 0% until the AMCC starts accepting registrants and allowing physician certifications, which according to the state, will not occur until after business licenses have been awarded in mid-2023. Based on this, the patient adoption rates in Alabama are expected to be relatively low at the initial outset in comparison to other medical programs. Additionally, patient adoption rates are generally lower over time in regulatory schemes that disallow the sale of cannabis flower. Even under most conservative and liberal estimates for the total market size, we believe the state will have an ample patient base, more than enough capacity and capability to serve the market and have opportunities for expansion in the future to meet the needs of those in our community as the patient numbers increase. We will stay up to date on state and regional trends to tailor our marketing and medical cannabis education to those who need access to medical cannabis while always adhering to our exemplary quality standards for medical grade products and patient service.

Target Market and Customer Base

The cannabis industry is rapidly expanding throughout the United States and the rest of the world as the stigma surrounding its use erodes in the face of new research and transparency presented by efficacy in new medical markets. Our target customers are other licensees, specifically integrated facilities and processors, within the local area surrounding our facilities, specifically the Greenville area, as well as the broader southern and central part of the state. For this reason and in alignment with our mission and vision, we plan to focus on retaining loyal license partners as by establishing our facility as a dependable and reliable resource and partner in the Alabama cannabis market. Furthermore, we have already contacted and formed agreements with multiple Alabama medical cannabis license applicants, which will give our business a strong baseline of business when entering the market. Our intended partnerships include two laboratories, two processors, and one dispensary. Specifically, the state testing laboratories are Apollo Labs and Certus Labs, the processors are ChromaCann and Jemmstone Alabama, and the dispensary is Emerald Standard. We believe that each of these entities will support our mission of providing safe medical cannabis products to Alabama patients. Once licenses are awarded, we look forward to creating additional connections with approved businesses. We will lead the industry with education and patients as a focus and will expect our partners to revere similar values.

The number of cannabis business licenses operational within the market affects our projected target customer base. As the area experiences an increase in competition through the establishment of more licenses, it will become gradually more difficult for one individual business to attract and retain business. This has been the case not only with other states and their medical cannabis locations, but also for other businesses beyond the cannabis sphere, offering substantial information and research available for us on navigating the changes an influx of similar business types may pose. Though the medical cannabis market in Alabama is still being formed, we have undertaken a thorough investigation of the status of the state's current medical cannabis market as well as other states with legalized medical cannabis programs and will base our approach upon the results derived. We have investigated the market size and trends; target customers; market readiness; and strategic opportunities. There will be challenges ahead, but we are excited about the potential this licensure can not only have for us, but for countless medical patients in Alabama.

Market Readiness

With the passage of Alabama's medical program in late 2021, and licensing round in 2022, the state's cannabis market is on the brink of exponential growth. This expansion takes the state's non-existent market up to half a million people over the age of 18, whether they live in-state or not. Fortunately, the size of the forthcoming patient base helps to level the playing field for new entrants such as us. Entities wishing to enter the market at a far later stage may face substantial obstacles, which is why we are prioritizing the first mover advantage to reduce the risk of being unable to adequately stand out amongst other cannabis businesses in attracting potential business partners.

Strategic Market and Marketing Opportunities

Our strategic, proactive approach to establishing our business is focused on maximizing the opportunities presented in Alabama. We have undertaken substantial work and research to establish a roadmap in our strategic marketing plan to make the most of each dollar spent in connecting our business with potential license partners. This initial analysis has shown us several opportunities that we believe we can effectively capitalize on for a successful launch and a prosperous operation in the long term.

The first of these opportunities is the relative lack of cannabis business operations in the Greenville area, in combination with our team's own longstanding connections there. Our vision for a premier location in Greenville will serve to vault our cannabis business ahead of others in the state, as we have established substantial local support in no small part due to the longevity of trust established between our team and the community we wish to operate in. Through early preparation and planning we hope to be among the first medical cannabis businesses to open, allowing us to establish our customer base before the market saturates.

An additional opportunity is the use of data in targeted marketing efforts for successful campaigns. We intend to use the state's sales data, and our own sales data once operational, to cater our practices to have cannabis products for all uses and specifically built around our curated variety of cultivars. By utilizing the most recent available data from the state and from our own sales data, we will improve our marketing ability to eligible licensees, and we

can educate them on what is necessary to know about the new medical cannabis marketplace in the state, while addressing what is most unfamiliar to them about the cultivars offered.

Furthermore, we will implement strong product lines and product diversity for a steady supply of medical cannabis. This will be done with our established network of top vendors, and knowledge attained from our founders and executive team. While more opportunities are sure to arise, we feel that addressing these will have the greatest likelihood of ensuring our success as a medical cannabis business operator in Alabama.

Competitive Analysis and Position

As this is the first cannabis licensing round in the state's history, we will be competing with all new applicants across the state. However, our thorough preparation and connections in Greenville make us a candidate for licensure in that area. Due to this dearth of operations, we plan to compete for a cultivator facility license in the Greenville, Alabama area. The new medical system does not require vertical integration, allowing our business to specialize in what its founders know best: farming. As a quality-focused organization, we will provide an unparalleled level of care and commitment to our service and medical grade cannabis. This specialization, along with our key personnel connections and established relationships with business and government entities, sets us ahead of other cannabis businesses that might wish to open in Greenville. Though we have recognized barriers and challenges for our business, they are outweighed by the many exceptional advantages of our strategy. We are in a prime position to learn from industry mistakes and adapt in skillful and innovative ways for the benefit of our market.

Advertising and Marketing Plan

We will develop a brand that emphasizes our goal of being a safe and trusted source of medical cannabis and resource for medical cannabis knowledge. Specifically, we plan to cultivate a brand that captures our passion for education and therapy through the medical cannabis industry. Our products and packaging will reflect our brands mission and vision, and we hope that individuals recognize us a brand that hits all its marks and is distinct from other medical cannabis businesses in Alabama. Our advertising and marketing plans are first and foremost formed around compliance. Ala. Admin. Code r. 538-x-4-.17; Ala. Admin. Code

r. 538-x-4-.17.01. Our advertising will not contain any statements, illustrations, or other material that would be appealing to minors. Ala. Code § 20-2A-61(b). Our advertising and marketing materials will always be appropriate to the subject matter and suitable for our target market. Ala. Admin. Code r. 80-14-1-.18.01. Our advertising will not encourage, promote, or otherwise create any impression that cannabis is legal, therapeutic, or beneficial, except as specifically authorized by the Act and Rules. Ala. Admin. Code r. 538-x-4-.17.02.

We will not use a name, logo, sign, advertisement, or other marketing campaign or program unless the same, including all related materials, have been submitted to the AMCC. Ala. Admin. Code r. 538-x-4-.17.03. We will submit: the name, logo, sign, advertisement or other marketing campaign or program proposed for use; a brief description of the format, medium, and length of the distribution; a verification that an actual patient is not being used on the advertisement; verification that an official translation of a foreign language advertisement is accurate; and, a final copy of the advertisement, including a video where applicable, in a format acceptable to the AMCC. Ala. Admin. Code r. 538-x-4-.17.03.a-e. If required by the AMCC, we will add a specific disclosure in the advertisement in a clear and conspicuous manner so that the advertisement would not be false or misleading; make changes as necessary to protect the public health, safety, and welfare; or not use the advertisement. Ala. Admin. Code r. 538-x-4-.17.04.b; Ala. Admin Code. r. 538-x-4-.17.04.b.01-03. If we are aggrieved by the initial decision, we may submit a notice of appeal electronically in writing through the AMCC website, as well as appear and give information and oral argument, if requested. Ala. Admin. Code r. 538-x-4-.17.04.c.

We will not place or maintain, or cause to be placed or maintained, an advertisement of medical cannabis or any related product, in any of the following ways within 500 feet of the perimeter of a prohibited facility or any business or organization where, in the opinion of the AMCC, the placement of the advertisement targets or is attractive to minors; on a billboard; on a radio or television broadcast, including a system for transmitting visual images and sound that are reproduced on screens, and includes broadcast, cable, on-demand, satellite, cinema, social media, or another internet-based platform; on any handheld or other portable sign; with respect to public places, on a brochure, handbill, pamphlet, leaflet, or flyer directly handed, deposited, fastened, thrown, scattered, cast, or otherwise distributed to any person; left upon any private property without the consent of the property owners; on or in a vehicle,

public transit vehicle, or public transit shelter; or on or in a publicly owned or operated property. Ala. Admin. Code r. 538-x-4-.17.05; Ala. Admin. Code r. 538-x-4-.17.05.a-h.

Any name, logo, sign, advertisement, or other marketing campaign or program of or on behalf our company, regardless of the medium, will not include reference to, or be accompanied by, any image bearing a resemblance to a cartoon character or of any individual whose audience is, or should be reasonably anticipated to be, composed of minors; market, distribute, offer, sell, license, or cause to be marketed, distributed, offered, sold, or licensed, any apparel or other merchandise related to the sale of medical cannabis; suggest, by direct or indirect reference, a relationship to edibles (including candy, cookies, brownies, cakes) or beverages; include designs or other presentational effects that are commonly used to target minors; suggest or otherwise indicate that the product or entity in the advertisement has been approved or endorsed by the AMCC, the state of Alabama or any person, entity or agency associated with the state of Alabama; advertise in a manner that is inconsistent with the medicinal and approved use of medical cannabis; encourage the use of medical cannabis for a condition other than a qualifying medical condition; contain any statement, design, representation, picture, or illustration that contains or communicates: false or misleading statements; names other than the registered name of the licensee's registered business name or an approved d/b/a, or the registered name of medical cannabis or related products; a depiction of cannabis plants or any part thereof, except with respect to signs, displays and marketing material provided inside a partner dispensing site or on our website; slang terms and references to unlicensed uses of cannabis; disparagement of a competitor's products; obscene, indecent, or profane statements or depictions; or, statements as to the health benefits or therapeutic benefits of cannabis or medical cannabis, and statements as to the safety or efficacy of cannabis or medical cannabis unless supported by substantial clinical data. Ala. Admin. Code r. 538-x-4-.17.06.a-h; Ala. Admin. Code r. 538-x-4-.17.06.h.01-07.

We will comply with adopted rules that establish restrictions and requirements for advertising, including signage, that may include limiting the media or forums where advertising may occur. Ala. Code § 20-2A-61(c). We will not display external signage larger than sixteen inches in height by eighteen inches in width that is not attached to the entity's permanent structure or vehicle; illuminate a sign advertising a medical cannabis product or strain at any time; sell or otherwise distribute clothing, apparel, or wearable accessories,

unless such sale or distribution is to an employee for purposes of identification while at the licensed facility; advertise medical cannabis brand names or utilize graphics related to medical marijuana on the exterior of any building or vehicle operated by the licensee; and, display medical marijuana, medical marijuana products, or medical marijuana paraphernalia that is visible from the exterior of the facility. Ala. Admin. Code r. 538-x-4-.17.08; Ala. Admin. Code r. 538-x-4-.17.08.a-e. We will not advertise or display any signage, logos, products, paraphernalia, or other identifying characteristics on the outside of our buildings or vehicles to alert the public that cannabis is being grown or stored at our cultivation facility. Ala. Admin. Code r. 80-14-1-.18.02; Ala. Code § 20-2A-61(a). We will focus on our reliability and consistency to produce products that Alabama patients feel they can trust. Plainly, our brand will be reliable, trustworthy, safe, and consistent, and we plan to provide an unparalleled professional experience of quality, service, and consistency of cannabis products that qualifying Alabama patients have been longing for.

Website Advertising

We will develop a website in accordance with all applicable law. Ala. Admin. Code r. 538-x-4-.17.07.f. Our website will require each user's affirmation that the user is not a minor before access to the website is granted, and establish a web presence that advertises the name, business address, contact information, and services we provide. Ala. Admin. Code r. 538-x-4-.17.07. Our web presence will not allow for direct engagement between or among consumers or consumer-generated content. Ala. Admin. Code r. 538-x-4-.17.07.a. Our website and web presence will not provide a medium for website users to transmit website content to minors nor will it target a consumer group with a high likelihood of reaching or appealing to minors. Ala. Admin. Code r. 538-x-4-.17.07.b, c.

We will not display or otherwise post content that has not been submitted to the AMCC. Ala. Admin. Code r. 538-x-4-.17.07.d. The website will not function to transact business or otherwise facilitate a sales transaction to consumers or businesses. Ala. Admin. Code r. 538-x-4-.17.07.e. Our Director of Marketing & PR will oversee our website and all content therein.

Presentation of Product Offerings

We will make employee and patient knowledge and education a cornerstone of our medical cannabis operation. We will provide employees with detailed education on regulations, cannabis, and product offerings. Management and executives will develop employee training materials and will oversee the training process. Training will be ongoing for every employee, though there will be substantial training done when an employee is first onboarded. This will be especially true for those employees with little or no medical cannabis experience who have other skillsets applicable to running and administering a successful business. Even after an employee starts work, though, there will be requirements for continuing education to ensure that all staff members possess up-to-date cannabis knowledge and understand their duties. This will be regardless of position or experience in the medical cannabis space as we believe there is always more information to be learned in this line of work. This education and training emphasis will include a hybrid plan of online and in-person events touching on all matter of topics from understanding finances and banking regulations associated with operating a cannabis business to the biology and chemistry associated with the plant itself. Prior to the start of work, all staff will complete foundational education on cannabis, including: the lifecycle of the cannabis plant; different strains and their effects; cannabinoids including THC and CBD; strains that we offer and how to properly and safely use cannabis; safe storage; identifying, preventing, and responding to accidental ingestion; intended effects and side-effects; substance abuse signs, symptoms, and resources; and, advancements and developments in cannabis science and research. Staff will periodically undergo retraining, such as when major scientific advances related to cannabis are made.

Business Development & Sales Strategy

Business development is the heart of any successful cannabis business operation. Even prior to beginning operations, we will implement detailed strategies to facilitate development, starting by building a strong presence in the market, achieving and maintaining a positive cash flow, implementing a scalable marketing strategy, and sustaining business growth over time. Achieving market validation and building an initial licensee partner base will be the foundation of the business, from which we will expand to reach more customers. Customers are the livelihood of any business, and without them, there would not

be any business at all. The first challenge for our company will be to attract an initial pool of licensee partners, who will then spread the word about our brand because of our extraordinary product quality and selection. We will also engage in marketing and advertising, to the extent allowed by law, helping to further develop our presence in the market. As one of the first licensed cannabis businesses in Alabama, we will have the opportunity to form connections with partners as the industry emerges to build longtime, loyal purchasers. Our business will sustain growth by hiring quality employees, skilled management, and executives, and adapting to changes in the swiftly developing cannabis market. To cultivate a brand that is connected to our community and locale, we plan to focus our sales strategy and efforts on initiating and maintaining lasting relationships with local licensee partners.

Supply and Distribution Channels

For our business to operate as a cultivation facility, it is integral that we establish distribution channels within the Alabama market to provide the most patients with the best cannabis products possible. To do so, we will establish professional relationships with the best cannabis integrated facility and processor licensees in the medical program. We have already begun making inroads with individuals and businesses which we believe will serve only to benefit our operations and help create a premier medical cannabis facility in the state with some of the best connections in the South to truly benefit the desires and needs of Alabama's patients. We will implement this strategy in two ways. First, we will utilize our local connections to begin negotiations with other prospective cannabis licensees in the area as soon as possible to establish relations. Once licenses are issued, we will enter into agreements with regional licensee partners, creating a supportive business network in our region of the state. We have already made inroads with several individuals and businesses interested in entering the cannabis space and are excited about expanding this network to other reputable sources. Additionally, we have learned over years of experience that without the expansion and auditing of state testing lab capabilities, the market could suffer a backlog that holds up product availability or decreases scrutiny for product safety testing, thereby increasing the chances of a contaminated products and poorly served patients. We are prepared for such circumstances and will pay close attention to the state's stance on testing

and adjust our practices as necessary to ensure we maintain both a stable supply of products and that those products are proven safe for consumption. There is nothing more important and vital to us than the safety and access of high-quality cannabis product for Alabama patients, as without this, we cannot function as an effective medical cannabis business in the state.

10.9 — Community Engagement Plan

We have and will continue to foster relationships with, involvement with, and commitment to our community. Ala. Admin. Code r. 538-x-3-.05.03.m.15.i. This plan will focus on efforts taken over the next three years. The plan will utilize multiple approaches, a social responsibility program designed to increase participation in the cannabis industry by disadvantaged persons, educational programs, and research, in addition to contributing to local non-profit organizations assisting our community, such as those for substance abuse treatment, veterans' assistance, and workforce development. In total, our cannabis organization will allocate at least 3% of our net profits annually to help fulfill our commitment to the local community. This generous charitable amount will allow us the resources required to create and implement an effective Community Engagement Plan.

Our Community Engagement Team is comprised of individuals who have continually invested time and energy in bettering their Alabama communities. Our entire staff will participate in community engagement efforts and our DOEC will spearhead the implementation of our detailed plan. They have been integral to medical cannabis legislation in Alabama and will continue to be steward of the community. We will host educational events and actively participate in community change and growth.

Once operational, we will partner with the nonprofits Central Alabama CrimeStoppers and Crossroads to Intervention. Central Alabama CrimeStoppers is a nonprofit organization that brings together law enforcement, media, and the community to stop, solve, and prevent crime. CrimeStoppers is comprised of diverse, active, and dedicated community representatives. Crossroads to Intervention is a non-profit community development organization that has been helping the community since 1992. Crossroads provide outpatient substance-abuse treatment, anger management, domestic violence, conflict resolution, alternative lifestyle counseling, registered sex offender counseling, and

responsible parenting classes. They specialize in preventative education for substance abuse and focus on holistic treatments.

Commitment to Social Responsibility

Social responsibility is a cornerstone of our business and covers many aspects, such as sustainability, ethics, job creation, and reducing inequalities. We recognize we are in a unique position through our cannabis business to have an opportunity to help rectify historical injustices perpetrated against communities that have been disproportionately impacted by our country's war on drugs. Therefore, we will establish a social responsibility program that will provide cannabis industry education and opportunities to disadvantaged communities as part of our plan for community engagement. Our mission is to increase participation in the cannabis industry by those who live in disproportionately impacted areas of the state, including those who have been subject to unjust cannabis-related laws through our social responsibility program. We are bolstered by our team's experience and the passion we witnessed from many who never had accessible avenues for honing their skills and talents due to inequity. We will provide education for those new to cannabis, basic job skills training for those who lack professional experience, and mentorship.

We will also oversee an internship and hiring program that will help participants each quarter to gain employment in the industry. This is particularly important for us operating in a state like Alabama which is now beginning to open up to regulated cannabis. We believe there will be sizable interest in opportunities like this for individuals given the demand for cannabis but also the lack of hands-on experience for people in the state. For those already in the cannabis industry, we will implement a career accelerator program. We will inspire trust from the community by being a consistent resource, community leader, and networking hub.

Cannabis Industry Education

As a part of our efforts to provide greater opportunities to disadvantaged individuals and businesses, we will provide free educational courses for those interested in beginning a career in the cannabis industry. We will cover skills and best practices for working as an efficient and effective employee in the cannabis industry. We will provide a basic overview

of the cannabis plant and relevant scientific research. Accessing these courses and additional cannabis industry education will be made easily through resources offered at our physical location and through our online presence. If individuals require special accommodations to accessing this information, we will work with them on ensuring they can secure it in the most convenient way possible. This is essential for us in continuing to reduce the stigma long associated with cannabis and making learning about cannabis both accessible and engaging. Specific advertising rules do not apply to noncommercial messages, i.e., the content of which is primarily for charitable, educational, or public service purposes and does not overtly seek profit or promote our business or our products. Ala. Admin. Code r. 538-x-4-.17.09.

Job Skills Training

Some disadvantaged individuals and businesses may not have any working experience in professional environments, but we believe this lack of opportunity should not preclude them from working in our company. We will expect each employee to follow our business style and philosophy, commitment to compliance, and uncompromising dedication to quality. Job skills trainings will be accessible to all, and we will hold free trainings in the evenings and on weekends so that people who are working full time can more easily participate. To make attendance more convenient, we will hold trainings in a space that is close to public transportation lines and in more populated areas to increase attendance. We will also be sure to utilize our online presence and a portion of our marketing budget towards advertising these events to locals, particularly when we are first launching them after licensure and buildout of our facility.

Hiring Program

We will create a hiring program to connect disadvantaged individuals and businesses with employers in the cannabis industry by establishing partnerships with other Alabama cannabis businesses who share our passion for community involvement. Our partners will benefit by gaining a trusted source of candidates for their job openings and can have confidence that the candidates we advance will arrive at their new employer with the knowledge and training necessary to succeed in their roles. This is good practice not only for the success of our business, but for the improvement of the medical cannabis space at large

by expanding the pool of knowledgeable and passionate individuals in a rapidly growing industry both statewide and nationally. On the candidate side of the hiring program, we will offer free services monthly where interested people can get feedback on their resumes and cover letters. We will conduct mock interviews upon request and provide improvement tips. Our goal is to help local cannabis businesses find qualified employees while also helping disadvantaged individuals and businesses to start their careers in cannabis. Having seen the toll that the criminalization of cannabis has had on millions, we believe this can serve as a positive step on the long road of improvement in the cannabis space.

10.10 — Environmental Impact Statement

Our Environmental Impact Statement outlines the details the anticipated impact of our proposed operations, per facility, on the local environment. This includes our efforts and plans to build a relationship to foster cooperation and compliance with federal, state, and local agencies providing environmental oversight, and steps taken or will take to reduce or eliminate our carbon footprint and to achieve and maintain a positive environmental profile in each community we intend to locate and operate within the next three years. Ala. Admin. Code r. 538-x-3-.05.03.m.15.j.

Anticipated Impact

The anticipated impact of our proposed operations on the local environment is minimal, and we have identified our most resource intensive processes and instituted plans for reducing that impact. Our greatest potential environmental impacts in our operation are in regard to electricity use, water use, and hazardous materials.

We anticipate that our facility will require 5,500,000 kwh electricity annually.

We anticipate that our facility will require 2,080,500 gal of water annually.

We will use the hazard analysis and critical control points (“HACCP”) systematic approach to mitigate potential hazardous materials, such as use of chemical solutions in various processes and disposal of hazardous waste.

Relations with Agencies Providing Environmental Oversight

We plan to support the Alabama Department of Environmental Management (“ADEM”) in their commitment to keep everyone informed and involved regarding the environmental activities in their local communities. Alabama is blessed with a wealth and variety of natural resources which provide significant social, economic, and environmental benefits and opportunities for the citizens of Alabama. The mission at ADEM is to assure for all citizens of the State a safe, healthful, and productive environment.

Carbon Footprint Reduction and Maintaining a Positive Environmental Profile

We have taken steps and will continue to reduce or eliminate our carbon footprint to achieve and maintain a positive environmental profile in each community where we intend to locate and operate a facility. Our environmental improvement initiatives include sustainable packaging, air filtration, odor mitigation, waste reduction and safe disposal, energy conservation, renewable energy, and water conservation and reuse.

We are committed to outfitting our facility generally with industry leading, energy efficient equipment and building materials, including equipment that is Energy Star Certified, when available. All such products, equipment, and supplies will meet energy efficiency criteria set by the US Environmental Protection Agency (“EPA”) or the US Department of Energy (“DOE”). To meet procurement needs, we plan to identify, vet, and source from third-party vendors that demonstrate compliance in areas such as USDA Organic, Energy Star, Green Seal, EPA WaterSense, U.S. Green Building Council’s Leadership in Energy and Environmental Design (“LEED”), cGMP, and International Organization for Standardization (“ISO”). We will choose domestically sourced, efficient, sustainable, and long-lasting products wherever possible, including compostable and recyclable options that replace single-use plastics. Through continuous operational data collection and analysis, we will iteratively improve all aspects of our operational processes over time. We will also continuously monitor developments in the cannabis and agricultural industries and beyond in order to incorporate the most efficient technologies and best practices wherever possible.

Sustainable Packaging Plan

Product packaging represents a significant downstream waste source, which we are seeking to reduce. We are committed to making a good faith effort to use environmentally

friendly, biodegradable packaging for our products and bulk materials in compliance with regulatory requirements. Another aim of our plan is to reduce or eliminate the use of single-use plastics and promote the use of recyclable or green packaging. We will use domestically sourced packaging to minimize pollution and use of fossil fuels from shipping and transportation. There are several compliant, sustainable alternatives to single-use product packaging available on the market, including compost-based, mushroom-based, hemp-based, and recycled paper packaging. Recyclable options may include glass bottles, aluminum tins, recycled polyethylene terephthalate “PET,” high-density polyethylene “HDPE,” or cardboard packages. We are committed to analyzing the life cycle impacts of every packaging product we source to accurately forecast end of life realities and recyclability and reusability. When possible, our packaging for bulk materials for sale to other licensees will be reusable, and sustainably and domestically sourced. We will continuously look outside our industry to incorporate cutting edge technology and the most sustainable, attractive, compliant, and practical packaging options. Our packaging will be domestically sourced to minimize pollution from shipping and transportation, it will be sourced from reputable suppliers, and it must be compostable, recyclable, or multi-use to prevent or minimize entry into local waste streams.

Air Filtration and Circulation Systems

The primary electrical-mechanical system of our air filtration and circulation system will be high-efficiency rooftop unit HVAC systems with fresh air economizers that will introduce fresh outside air into the building. The economizers will be controlled by interior carbon dioxide (“CO₂”) sensors, which will modulate the amount of outside air introduced into the space based on the number of occupants in the facility at any time. The HVAC systems will include air purification systems, HEPA filters, carbon filters, or other similar or comparable environmentally friendly equipment. It will be operated in conjunction with odor control practices, which are also proven to mitigate the presence of Volatile Organic Compounds (“VOCs”). These systems will minimize emissions to the surrounding community in turn, in line with our Emissions Reduction Plan. Automated HVAC thermostat controls will constantly maintain humidity, airflow, and temperature in the facility. Controls will be verified several times each day by our staff and management and will follow a preventive

maintenance schedule for the HVAC systems in accordance with the manufacturer's recommendations or with accepted practice. Equipment will also be equipped with calibrated sensors to notify operators if replacement is required. Additionally, staff will be trained at regular intervals on the proper operation of doors, windows, vents, and HVAC systems to maintain the facility any airborne particulates are isolated and controlled. Staff will also be trained to monitor the seals and frames at all points of ingress and egress.

Odor Mitigation Practices

The purpose of controlling odors is to both minimize the exposure of our employees to VOCs and to ensure that odors from cannabis are not detectable off-site. The building's ventilation system will be augmented to create negative air pressure throughout the building to prevent air and odors from escaping outward when doors are opened. As part of our HVAC systems, we plan to install in-line air scrubbers such as Aeroclean 2000 "ECONO" air machines, or similar, to ventilation ducting. The air machines will turn over all air within the facility every 15 minutes to effectively remove odor. The air machines contain supplemental air filters, which our staff will replace according to manufacturer's specifications.

Secondary odor mitigation equipment includes the strategic placement of ONA Gel odor-absorbing canisters and heavy air curtains, particularly in areas where dried or processed cannabis goods are stored. ONA Gel products work by releasing agents that bind to and evaporate odor molecules. These canisters will minimize odors in areas further away from air intakes or with minimal ventilation. While odor-absorbing ONA Gel canisters require little maintenance, they do need to be replaced on a regular basis and will be checked daily.

Furthermore, bulk cannabis and cannabis products will always be sealed in proper packaging to further prevent and mitigate odor and the release of VOCs.

Waste Reduction and Safe Disposal

We will make efforts to reduce our waste production as an overarching goal of our procedures. We will limit our use of inputs to only what is necessary for our processes and will refine our processes to continually cut down resulting waste. We will use recycled, biodegradable, compostable, and sustainable materials throughout our facility.

Our SOPs will outline policies for the safe, secure, compliant, and efficacious disposal of cannabis waste, materials, solvents, and chemicals. These will also be refined and updated as necessary over the course of the facility's operations. Waste will always be sealed and secured in appropriate disposal locations to reduce odor. Employees will be required to wear appropriate PPE when handling waste, which may include, long-sleeve shirts, pants, gloves, closed-toe shoes, earplugs/earphones, masks or respirators, and eye protection. Hazardous waste will be managed and disposed of in accordance with our hazardous waste management standards and with appropriate PPE. Employees handling non-hazardous cannabis waste will also be required to wear appropriate PPE. In addition to cannabis waste, the disposal of cleaning chemicals, non-cannabis solid waste, non-hazardous, and liquid waste will be conducted in a manner compliant with federal, state, and local laws, particularly OSHA, and therefore employees will always be required to wear appropriate PPE. The disposal of cleaning chemicals and solvents by evaporation or spillage is prohibited, and storage areas for such materials will be regularly inspected for container leakage and to be sure that containers are sealed. We will also maintain an inventory of all cleaning chemicals and solvents with detailed usage logs.

Energy Conservation Measures

Cultivation equipment, HVAC systems, and packaging machinery will represent the largest use of energy in our facility, and our facility design will be the baseline to ensure all operations are designed to minimize energy use. We will install motion sensor lighting and occupancy sensor controls throughout the facility to reduce electricity consumption, and we will also exclusively use light-emitting diodes ("LED") instead of traditional bulbs. We will equip all doors with self-closing hinges, and doors and windows will be equipped with sensors that indicate an open or closed condition to prevent compromising the internal environment of the facility, thereby reducing energy consumption. Smart meters and data loggers in the building will enable us to obtain energy usage data to be used for ongoing energy audits, identifying areas of improvement, and rapidly responding to "out of condition" instances. We will practice preventative maintenance to prevent degraded equipment, leading to increased energy usage and downtime. An additional energy conservation measure will include energy recovery ventilators ("ERVs") as part of the HVAC

systems to recover some of the heat and moisture from air being pushed out of the facility for the air that is being drawn into the facility. These ERVs will enable us to minimize energy usage for heating and humidifying incoming air, thereby reducing our resource consumption for environmental controls.

Renewable Energy Plan

Energy use is one of the highest environmental impact areas and the largest operational costs associated with cultivation operations. Energy management will be a component of our sustainability KPI, and we are committed to conserving energy through the adoption of best “lean” agricultural and manufacturing practices that reduce overall demand, and to investing in renewable energy solutions to position our operation for a sustainable future. We will explore options for solar energy, wind energy, and recapturing and repurposing heat generated from our equipment. To help offset energy purchased through local utilities, we plan to utilize majority grid power at off-peak demand times and smooth load demand during times of peak energy need.

Water Conservation and Purification Plan

The goal of our water use program is to conserve, purify, and reuse water to the greatest extent possible to minimize pressure on the municipal water system. While our facility will use a significant amount of water in cultivation activities, we will recapture and reuse as much water from these operations as possible. As a general matter, our facilities and cultivation equipment will be cleaned with specially formulated cleaning fluids, as opposed to water-intensive cleaning methods. However, we are committed to conserving, purifying, and re-use watering to the greatest extent possible to minimize pressure on the municipal water system.

We intend to capture rainwater for support of our new cultivation space, and for the irrigation of the existing and sustainable pecan farm where our medical cannabis cultivation facility will be located. We will bring life back to this idle farm, and our cultivation building will be positioned in a manner that maintains the majority of the 28 acres of currently wooded area. The existing pecan farm will need irrigation, so we intend to use our collected water to support these agricultural processes.

The new roof of our cultivation facility will be a hard surface interconnected with gutters and downspouts for harvesting rainwater, and consolidated piping will be used to capture the water, which will then be diverted to a series of central holding tanks. From there the water will be disinfected to avoid stagnation. It will be held and conditioned until ready for use in agricultural processes. This disinfection process will kill the biological load before being run through a separate filtration process to remove suspended solids, impurities from surface contact, and other various elements. This added filtration process is not required for general outdoor irrigation, but the water will be well prepared for cannabis irrigation. The disinfected and filtered water that is used for cannabis cultivation will be further refined with reverse osmosis (“RO”) filtration and water extracted in the reverse osmosis refinement process will be returned to the outdoor irrigation supply to support sustainable pecan farming, and the collected RO water will be ready for future cannabis irrigation.

10.11 — Insurance Plan

A critical feature of our substantial risk mitigation efforts is sufficient insurance coverage from an insurance broker or agent that specifically works with cannabis operations to secure declarations pages and letters of intent from an A-rated insurer as to, at a minimum, casualty, workers’ compensation, liability, and (as applicable) auto or fleet policy. Ala. Admin. Code r. 538-x-3-.05.03.m.15.k. Our Chief Compliance Officer (“CCO”) will be responsible for acquiring and maintaining at all times our required and other types of insurance and risk management services for our medical cannabis facility, with direct collaboration with our Chief Executive Officer (“CEO”). We have researched many insurance companies that would be willing and able to meet our needs for insurance to reduce liability at our facility, and comply with all municipal and state insurance requirements. We have a letter of intent from MHP Group to secure financial protection from a multitude of potential losses as detailed in this plan. MHP Group is a family owned and operated business, and they have been in business for over twenty years. Their extensive contacts in the insurance industry along with their knowledge of insurance compliance, make them a market leader in the insurance brokerage field. We will secure a binding offer of coverage once our licensure is awarded. Here is the signed letter of intent between Twisted Herb, LLC and The MHP Group:



December 15, 2022

**RE: CANNABIS INSURANCE PLACEMENT
TWISTED HERB CULTIVATION, LLC**

To Whom It May Concern,

MHP Group has provided an overall specimen Commercial Property & Casualty Insurance Proposal for Twisted Herb Cultivation, LLC outlining both the anticipated coverage and availability of providers for the cannabis industry.

With respect to the proposed coverage outlined throughout the document, there is a significant and robust market available for coverage. Currently, there are approximately 15 Insurance carriers actively underwriting and providing various coverage options to the cannabis industry. Equally important, this number continues to grow as the market expands.

Most notably, we have outlined in the proposal the following insurance coverages readily available in today's insurance marketplace:

- Commercial General/Products Liability Insurance
- Commercial Property Insurance
- Crop Insurance
- Workers Compensation
- Bonding
- Directors & Officers/Employment Practices Liability Insurance
- Cyber/Data Theft Insurance
- Builders Risk

Within the package includes specimen language for Additional Insured Endorsements as well as Endorsements affording Primary and Non-Contributory and Waiver of Subrogation language for the Additional Insured. These endorsements, along with specific contractual language between the parties, will serve to provide Twisted Herb Cultivation, LLC the required insurance sufficient to indemnify and hold harmless the State and its officers and employees if required by law.

MHP Group is a boutique, full-service national insurance brokerage firm that provides industry leading customer service to match our comprehensive insurance brokerage solutions and risk management services for our Cannabis, Hemp and CBD Clients.

Sincerely,

Marc DiFanti

Marc S. DiFanti
CEO

25 Pompton Avenue, Suite #101, Verona, NJ 07044
(201) 297-1640

We will maintain a minimum of two million dollars of liability and casualty insurance. We will establish and constantly maintain the minimum level of other financial guarantees, as appropriate and required by the AMCC. Our liability insurance will include, at a minimum, workers' compensation insurance as well as insurance against loss, damage or injury to any non-employee while on the premises; loss, damage or injury to the body or personal property of any third party as a proximate result of the acts of the Cultivation Facility or its personnel; and loss, damage or injury to any foreseeable person as the result of any products derived from cannabis that had once been in the custody or control of our Cultivation Facility. We will also include insurance coverage for data and cyber theft, bonds, builder risk, employment practices insurance, and crop insurance. At a minimum, our facility will be insured against, fire, flood, wind, or other acts of God. Ala. Admin. Code r. 80-14-1-.05. Our policies and endorsements will provide all our facilities and operations with the insurance coverage sufficient to indemnify and hold harmless the State, its officers, and employees.

Conclusion

The launch of the Alabama medical cannabis market presents a meaningful opportunity to those willing to work hard, plan, understand the landscape of the market, and bear the risks associated with working in the cannabis industry. With a formidable team, strong local connections, and extensive planning, we will have a successful medical cannabis business. We have already begun to clear many of the barriers to entry into the market, and are well positioned to begin operations once awarded a license.

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.

William D. McNeal
Printed Name of Verifying Individual

CEO / Owner
Title of Verifying Individual


Signature of Verifying Individual

12/26/20
Verification Date

11.1 Any Processor or Prospective Processor

Twisted Herb Cultivation, LLC currently has no contingent contracts with any Processor or prospective Processor.

11.2 any Secure Transporter or Prospective Secure Transporter

Twisted Herb Cultivation, LLC currently has no contingent contracts with any Secure Transporter or prospective secure transporter.

11.3 any Dispensary or Prospective Dispensary

Twisted Herb Cultivation, LLC currently has one contingent contract or LOI with a prospective dispensary, Emerald Standard, LLC. Please see the following attachment.

LETTER OF INTENT

12/13/2022

Twisted Herb Cultivation, LLC
Attn: Bill McNeal
8385 Mobile Hwy
Greenville, AL 36037

Re: *Alabama Medical Cannabis – Letter of Intent*

Dear Brandi P McGuyer:

This Letter of Intent (“LOI”) sets out the principal terms of a more definitive agreement to be entered into between Emerald Standard, LLC, an Alabama limited liability company (the “Purchaser”) and Twisted Herb Cultivation, LLC (the “Provider”). The agreement wherein Provider will supply, and Purchaser will purchase, the product(s) set forth in Exhibit 1 is referred to as the “Transaction” and the Purchaser and Provider are referred to collectively as the “Parties” and each, individually, as a “Party.”

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

2. **Supply of Product.** It is the present intention of the Parties that, upon execution of a definitive agreement, Purchaser will purchase and Provider will sell the product set forth in the Exhibit 1 at a mutually agreed upon price set forth in the definitive agreement.
3. **Term and Termination.** This LOI will automatically terminate and be of no further force and effect upon the earlier of: (i) execution of a definitive agreement between Purchaser and Provider, (ii) mutual agreement of the Parties, (iii) a final and unappealable determination by the Alabama Medical Cannabis Commission denying Purchaser and/or Provider's application for an Alabama Medical Cannabis License and (iv) at 5:00 p.m. (Central Time) on Monday, August 1, 2023. Notwithstanding any language to the contrary in this section, Sections 4-6 shall survive the termination of this LOI, and the termination of this LOI shall not affect any rights a Party has with respect to the breach of this LOI by the other Party prior to such termination.
4. **Governing Law.** This LOI shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Alabama.
5. **Confidentiality.** This LOI is confidential and premised on the mutual understanding that neither party shall disclose (except to its representatives, agents, and/or financing partners) the existence of this letter, the discussions between the parties or any of the terms and conditions contained herein without the prior written consent of the other party.
6. **Expenses.** Unless otherwise set forth in a written agreement between the Parties or their counsel, each of the Parties shall bear its respective costs, charges, and expenses for the business review, preparation, and negotiation of this LOI and any subsequent definitive agreement.

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

Very truly yours,



By: Twisted Herb Cultivation, LLC
Name: Bill McNeal (William D McNeal)
Title: Owner / CEO
Date: 12/13/2022

Agreed to and accepted:



By: Emerald Standard, LLC
Name: Brandi P McGuyer
Title: Founder | Shareholder
Date: 12/13/2022

EXHIBIT 1
TERMS

Flower and Biomass

11.4 any Integrated Facility or Prospective Integrated Facility

Twisted Herb Cultivation, LLC currently has two contingent contracts or LOIs with potential Integrated Facilities, ChromaCann Health, LLC and Jemmstone Alabama, LLC. Please see the following attachments.

**AGREEMENT REGARDING INTENT TO
ENTER INTO A PURCHASE AND SALE AGREEMENT**

This Agreement (“Agreement”) is entered into on December ¹⁶__, 2022 (“Effective Date”) by and between Twisted Herb Cultivation (“Supplier”) a AL “Potential” cultivator of medical marijuana of 8385 Mobile Rd., Greenville, AL 36037 and ChromaCann Health, LLC of 1045 Ambassador Court, Montgomery, AL 36117 (“Buyer”) (respectively the “Parties” or individually a “Party”).

RECITALS

WHEREAS, upon its licensure from the Alabama Medical Cannabis Commission, Supplier desires to supply untrimmed flower and biomass to Buyer for Buyer to use in extraction processes.

WHEREAS, upon its licensure from the Alabama Medical Cannabis Commission, Buyer desires to purchase such untrimmed flower and biomass from Supplier for Buyer to use in extraction processes.

WHEREAS, the Parties acknowledge that their ability to legally conduct the desired transaction of untrimmed flower and biomass is contingent upon each obtaining their respective licensure from the Alabama Medical Cannabis Commission.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in this Agreement, the Parties agree as follows:

1. Proposed Transaction. Should both Parties obtain licensure from the Alabama Medical Cannabis Commission, the Parties are willing to proceed in good faith to negotiate a mutually agreeable definitive purchase and sale agreement (the “Definitive Agreement”) that will contain usual and customary provisions typically included in medical cannabis supply contracts of a similar nature and will set forth the terms and conditions upon which Seller will sell and Buyer will buy untrimmed flower and biomass for Buyer to use in extraction processes. The Definitive Agreement shall address, *inter alia*, the following: (i) the strain(s) of cannabis flower and biomass that Seller will sell and Buyer will buy (the “Products”); (ii) the price for the Products and how Buyer will remit payment; (iii) the order placing process for the Products; (iv) delivery of the Products (e.g., payment of shipping, insurance, and handling costs) and passage of title to the Products; (v) Seller’s security interest in the Products; (vi) intellectual property related to the Products; (vii) Product warranties, disclaimers, and limitations of liability; (viii) confidentiality, non-compete, non-solicitation, and the like; (ix) compliance with laws; (x) reporting; (xi) term and termination; (xii) indemnification; (xiii) force majeure; and (xiv) governing law.

2. Term and Termination. The rights and obligations of the Parties contained in this Agreement shall expire upon the earlier of: (i) either Party not obtaining licensure from the Alabama Medical Cannabis Commission; (ii) execution of the Definitive Agreement; or (iii) failure to reach mutual agreement regarding the Definitive Agreement; provided, however, Sections 6 and 7 shall survive termination.

3. Costs and Expenses. Each Party shall be responsible for all of its costs and expenses associated with pursuing the Proposed Transaction, including without limitation (i) its application for licensure from the Alabama Medical Cannabis Commission; (ii) the performance of its obligations under this Agreement; and (iii) and drafting and negotiating the Definitive Agreement.

4. Relationship of the Parties. Neither Party to this Agreement will, for any purpose, be deemed to be an agent of the other, and the relationship between the Parties will only be that of independent contractors. Neither Party to this Agreement will have any right or authority to assume or create any

obligations or to make any representations or warranties on behalf of the other Party, whether expressed or implied, or to bind the other Party in any respect whatsoever.

5. Authority. The Parties represent and warrant that each has the corporate right, power, and authority to enter into this Agreement and to perform all of its obligations hereunder, and the execution, delivery, and performance by such Party of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate any provision of law or of such Party's charter or bylaws or result in the breach of or constitute a default under or require any consent under any other agreement or instrument to which such Party is a party or by which such Party may be bound or affected.

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

7. Confidentiality.

- a. During the term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") information about its business affairs, products/services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information").
- b. Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by the Receiving Party or any of its representatives; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by, or in the possession of, the Receiving Party or its representatives before being disclosed by or on behalf of the Disclosing Party; (iv) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party's Confidential Information; or (v) is required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction.
- c. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. The Receiving Party shall be responsible for any breach of this Section caused by any of its representatives.

8. No Third-Party Beneficiaries. Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties any rights or remedies under or by reason of this Agreement.

9. No Assignment. Neither this Agreement, nor any rights or obligations hereunder may be assigned, delegated, or conveyed by either Party.

10. Non-Waiver. The failure of either Party to enforce at any time or for any period any of the provisions of this Agreement will not be construed to be a waiver of those provisions or of the right of that Party thereafter to enforce each and every provision hereof.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

12. Notices. All notices required or permitted under this Agreement will be in writing and shall be sent to the addresses set forth above or to such other address as may be designated by a Party by giving written notice to the other Party pursuant to this section.

13. Severability. In the event that any one or more of the provisions of this Agreement is found to be invalid, illegal or unenforceable in any respect, such term will be severed from the Agreement and the remaining terms and provisions hereof will be unimpaired and remain in full force and effect.

Signature Page Follows Next

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

Seller:

Twisted Herb Cultivation

By: DocuSigned by:
William McNeal
82394E54CDF148B...

Name: William McNeal

Title: Owner

Buyer: ChromaCann Health, LLC

By: DocuSigned by:
Morgan Arrington
A49AE6B3A07E4D1...

Name: Morgan Arrington

Title: Manager

**AGREEMENT REGARDING INTENT TO
ENTER INTO A PURCHASE AND SALE AGREEMENT**

This Agreement ("Agreement") is entered into on November 30, 2022 ("Effective Date") by and between Trusted Herb Cultivation ("Supplier"), a AL "Potential" cultivator of medical marijuana of [address 8385 Mobile Rd, Grunhill, AL 36603] and Jemmstone Alabama, LLC, an Alabama limited liability company of 3378 Moffett Rd., Mobile, AL 36607 ("Buyer") (collectively the "Parties" or individually a "Party").

RECITALS

WHEREAS, upon its licensure from the Alabama Medical Cannabis Commission, Supplier desires to supply untrimmed flower and biomass to Buyer for Buyer to use in extraction processes.

WHEREAS, upon its licensure from the Alabama Medical Cannabis Commission, Buyer desires to purchase such untrimmed flower and biomass from Supplier for Buyer to use in extraction processes.

WHEREAS, the Parties acknowledge that their ability to legally conduct the desired transaction of untrimmed flower and biomass is contingent upon each obtaining their respective licensure from the Alabama Medical Cannabis Commission.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in this Agreement, the Parties agree as follows:

1. Proposed Transaction. Should both Parties obtain licensure from the Alabama Medical Cannabis Commission, the Parties shall promptly confer in good faith to negotiate and execute a mutually agreeable definitive purchase and sale agreement (the "Definitive Agreement") that will contain usual and customary provisions typically included in medical cannabis supply contracts of a similar nature and will set forth the terms and conditions upon which Seller will sell and Buyer will buy untrimmed flower and biomass for Buyer to use in extraction processes. The Definitive Agreement shall address, *inter alia*, the following: (i) the strain(s) of cannabis flower and biomass that Seller will sell and Buyer will buy (the "Products"); (ii) the price for the Products and how Buyer will remit payment; (iii) the order placing process for the Products; (iv) delivery of the Products (e.g., payment of shipping, insurance, and handling costs) and passage of title to the Products; (v) Seller's security interest in the Products; (vi) intellectual property related to the Products; (vii) Product warranties, disclaimers, and limitations of liability; (viii) confidentiality, non-compete, non-solicitation, and the like; (ix) compliance with laws; (x) reporting; (xi) term and termination; (xii) indemnification; (xiii) force majeure; and (xiv) governing law.

2. Term and Termination. The rights and obligations of the Parties contained in this Agreement shall expire upon the earlier of: (i) either Party not obtaining licensure from the Alabama Medical Cannabis Commission; or (ii) execution of the Definitive Agreement; provided, however, Sections 6 and 7 shall survive termination.

3. Costs and Expenses. Each Party shall be responsible for all of its costs and expenses associated with pursuing the Proposed Transaction, including without limitation (i) its application for licensure from the Alabama Medical Cannabis Commission; (ii) the performance of its obligations under this Agreement; and (iii) and drafting and negotiating the Definitive Agreement.

4. Relationship of the Parties. Neither Party to this Agreement will, for any purpose, be deemed to be an agent of the other, and the relationship between the Parties will only be that of independent contractors. Neither Party to this Agreement will have any right or authority to assume or create any

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

Seller:
[name]

By: Trusted Herb Cultivation

Name: William D. McNeal *William D McNeal*

Title: CEO

Buyer:
~~Jemmstone Alabama, LLC~~

By: *B.T.B*

Name: Brett Terry

Title: COO

11.5 any State Testing Laboratory or Prospective State Testing Laboratory

Twisted Herb Cultivation, LLC currently has two contingent contracts or LOIs with potential State Testing Laboratories, ALA Labs, LLC and Certus Laboratories Alabama. Please see the following attachments.

**AGREEMENT REGARDING INTENT TO
ENTER INTO A PURCHASE AND SALE AGREEMENT**

1. This Agreement ("Agreement") is entered into on December 15, 2022 ("Effective Date") by and between ALA Labs, LLC ("Lab") a AL "Potential" analytical cannabis testing lab located at 212 W. Troy St. STE B Dothan, AL 36303 and **Twisted Herb Cultivation LLC**, an AL "Potential" Cultivation Facility and Alabama limited liability company of **8385 Mobile Hwy Greenville, AL 36037** ("Cultivator") (collectively the "Parties" or individually a "Party").

RECITALS

WHEREAS, upon its licensure from the Alabama Medical Cannabis Commission, Cultivator desires to have its cannabis product tested at the Lab.

WHEREAS, upon its licensure from the Alabama Medical Cannabis Commission, Lab agrees to provide appropriate testing as is required under Alabama regulations to Cultivator.

WHEREAS, the Parties acknowledge that their ability to legally conduct the desired transaction of finished cannabis product is contingent upon each obtaining their respective licensure from the Alabama Medical Cannabis Commission.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in this Agreement, the Parties agree as follows:

1. Proposed Transaction. Should both Parties obtain licensure from the Alabama Medical Cannabis Commission, the Parties shall promptly confer in good faith to negotiate and execute a mutually agreeable definitive agreement outlining the terms of the proposed testing arrangement (the "Definitive Agreement") that will contain usual and customary provisions typically included in medical cannabis laboratory contracts of a similar nature and will set forth the terms and conditions upon which Lab will agree to test certain cannabis product provided by Cultivator. The Definitive Agreement shall address, *inter alia*, the following: (i) the type(s) of lab services to be provided by the Lab (the "Services"); (ii) the price for the Services and how Cultivator will remit payment; (iii) Service warranties, disclaimers, and limitations of liability; (iv) confidentiality, non-compete, non-solicitation, and the like; (v) compliance with laws; (vi) reporting; (vii) term and termination; (viii) indemnification; and (ix) governing law.

2. Term and Termination. The rights and obligations of the Parties contained in this Agreement shall expire upon the earlier of: (i) either Party not obtaining licensure from the Alabama Medical Cannabis Commission; or (ii) execution of the Definitive Agreement; provided, however, Sections 6 and 7 shall survive termination.

3. Costs and Expenses. Each Party shall be responsible for all of its costs and expenses associated with pursuing the proposed transaction contemplated hereby, including without limitation (i) its application for licensure from the Alabama Medical Cannabis Commission; (ii) the performance of its obligations under this Agreement; and (iii) and drafting and negotiating the Definitive Agreement.

4. Relationship of the Parties. Neither Party to this Agreement will, for any purpose, be deemed to be an agent of the other, and the relationship between the Parties will only be that of independent

contractors. Neither Party to this Agreement will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of the other Party, whether expressed or implied, or to bind the other Party in any respect whatsoever.

5. Authority. The Parties represent and warrant that each has the corporate right, power, and authority to enter into this Agreement and to perform all of its obligations hereunder, and the execution, delivery, and performance by such Party of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate any provision of law or of such Party's charter or bylaws or result in the breach of or constitute a default under or require any consent under any other agreement or instrument to which such Party is a party or by which such Party may be bound or affected.

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

7. Confidentiality.

- a. During the term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") information about its business affairs, products/services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information").
- b. Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by the Receiving Party or any of its representatives; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by, or in the possession of, the Receiving Party or its representatives before being disclosed by or on behalf of the Disclosing Party; (iv) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party's Confidential Information; or (v) is required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction.
- c. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. The Receiving

Party shall be responsible for any breach of this Section caused by any of its representatives.

8. No Third-Party Beneficiaries. Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties any rights or remedies under or by reason of this Agreement.

9. No Assignment. Neither this Agreement, nor any rights or obligations hereunder may be assigned, delegated, or conveyed by either Party.

10. Non-Waiver. The failure of either Party to enforce at any time or for any period any of the provisions of this Agreement will not be construed to be a waiver of those provisions or of the right of that Party thereafter to enforce each and every provision hereof.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

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13. Severability. In the event that any one or more of the provisions of this Agreement is found to be invalid, illegal or unenforceable in any respect, such term will be severed from the Agreement and the remaining terms and provisions hereof will be unimpaired and remain in full force and effect.

Signature Page Follows Next

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

LAB:

ALA Labs, LLC

By: 

Name: Ian Lew

Title: CEO

CULTIVATOR:

Twisted Herb Cultivation, LLC

By: 

Name: Bill McNeal

Title: Owner



Twisted Herb Cultivation
8385 Mobile Rd
Greenville, AL 36037
Sent via email to mcnealx4@msn.com

December 8, 2022

MEMORANDUM OF UNDERSTANDING

Dear William,

Certus Laboratories Alabama (“Applicant”), an Alabama limited liability company applying for a State Testing Laboratory License with the State of Alabama Medical Cannabis Commission (“AMCC”), is pleased to share this Memoranda of Understanding (“MOU”) detailing the proposed terms of a relationship between Certus Laboratories Alabama and Twisted Herb Cultivation.

Certus Laboratories Alabama aims to be a leading State Testing Laboratory with its testing facility in Mobile County. Certus Laboratories Alabama is interested in working with you, provided both companies obtain the requisite licenses issued by AMCC.

Contingent upon licensure by the AMCC, Applicant intends to utilize Twisted Herb Cultivation for the following services:

- perform required official testing on behalf of the AMCC, the results of which shall fulfill the testing requirements for cannabis and medical cannabis under the Act (see 20-2A-51, Code of Alabama 1975 (as amended)) and the Rules and Regulations of State Testing Laboratories for the AMCC.

While this document shall not itself constitute a binding legal agreement, the parties to this MOU will endeavor to finalize and execute a definitive agreement between the parties if Applicant is awarded a State Testing Laboratory license and Twisted Herb Cultivation is awarded a Cultivator license. Any agreement between the parties as described herein will be subject to and conditioned upon the execution of a formal written agreement.

We look forward to working with you.

Sincerely,
A handwritten signature in black ink that reads "Amber Miller-Walker".

Amber Miller-Walker, Owner
Certus Laboratories Alabama

Exhibit 12 - Standard Operating 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.

William D. McNeal

Printed Name of Verifying Individual

CEO/owner

Title of Verifying Individual

William D. McNeal

Signature of Verifying Individual

12/28/20

Verification Date

12.1 – SOPs – IT PLAN

Ensuring Accurate Recordkeeping: We will obtain, install, and maintain our internal tracking systems through a third-party inventory system, which we will confirm post-licensure, which will interact with, as applicable, the Alabama Medical Cannabis Patient Registry System, the Statewide Seed-to-Sale Tracking System, and the AMCC website. Ala. Admin. Code r. 538-x-4-.07.12.o.01. We will ensure that our third-party inventory and tracking system properly interfaces with the Statewide Seed-to-Sale Tracking System and the Patient Registry System. Upon licensure we will demonstrate proof of purchasing and accessing our IT platforms, and our platforms will be regularly maintained and properly updated. Ala. Admin. Code r. 538-x-4-.07.12.o.01.

We will consistently maintain and annually review our plan for ensuring accurate recordkeeping, compliance with inventory protocols, and coordination of information and systems with vendors, patients, and others, as applicable. Ala. Admin. Code r. 538-x-4-.07.12.o.01. We will support, participate in, and contribute to the Statewide Seed-to-Sale Tracking System, and our technology and uploads to the Statewide Seed-to-Sale Tracking System will be sufficient to allow access by the AMCC, and, to the extent necessary and appropriate, patients and caregivers, qualified certifying physicians, other state agencies, vendors, other licensees, and law enforcement personnel, for all purposes as applicable. Ala. Admin. Code r. 538-x-4-.05.04. We will train all employees on their duties with our IT system and test their proficiency in the system before they begin any duties. All employees will fulfill their assigned duties and will learn to interact appropriately with the patient registry, the AMCC website, or the Statewide Seed-to-Sale Tracking System. Ala. Admin. Code r. 538-x-4-.05.05. These individuals will undergo pre-employment and pre-commencement IT certification administered by a third-party IT provider, or another as designated by the AMCC, for each database with which they must interact, demonstrating their proficiency in respect to those databases. Ala. Admin. Code r. 538-x-4-.05.05.

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

Compliance with Inventory Protocols: Upon licensure and an announced inspection, we will make our facilities, personnel, operations, and documentation available for review and auditing at the request of the AMCC inspector, and we will make available all IT files, including but not limited to our test results, any third-party inventory control and tracking systems, and the Statewide Seed-to-Sale Tracking System. Ala. Admin. Code r. 538-x-4-.02.02.b.02. Upon licensure, our third-party inventory and tracking systems, will properly interface with the Statewide Seed-to-Sale Tracking System and, as appropriate, with the patient registry. Ala. Admin. Code r. 538-x-4-.05.04. Product tracking information will be updated in our databases at least daily and will be maintained for a minimum of six years (or more if requested by the AMCC, law enforcement personnel, or a court system with jurisdiction over a related matter). Ala. Admin. Code r. 538-x-4-.05.01.

We have a detailed plan for our cultivation operations to inventory and track cannabis and medical cannabis within the facility and to interface with the Statewide Seed-to-Sale Tracking system. Ala. Admin. Code r. 80-14-1-.04.05.g; Ala. Code § 20-2A-54(b)(2). We will enter all transactions into the Statewide Seed-to-Sale Tracking System operated by the AMCC, including at a minimum the inventory of cannabis plants in our cultivation facility, the location of the cannabis when it leaves the cultivation facility, and the documentation showing any plants or cannabis material destroyed and disposed of at the facility. Ala. Admin. Code r. 80-14-1-.17.01.

In the event of a recall, our notification protocols will alert other licensees and the AMCC through our internal inventory system and the Statewide Seed-to-Sale Tracking System. Ala. Admin. Code r. 538-x-4-.07.12.o.04. If aspects of our IT plan contributed to unsafe conditions requiring a recall, we will analyze and adjust our IT plan and internal protocols and processes to avoid recurrence.

Coordination of Information and Systems: We will coordinate our information and systems with vendors, customers, and others based on our detailed plan to inventory and track cannabis and medical cannabis within the facility and to interface with the Statewide Seed-to-Sale Tracking System. Ala. Admin. Code r. 80-14-1-.04.05.g; Ala. Admin. Code r. 538-x-4-.05.04.

Working with the Statewide Seed-to-Sale Tracking System, we will retain a record of the date, time, amount, and price of each sale or transfer of medical cannabis, access to and coordination of which will be paid for and maintained by us. Ala. Code § 20-2A-54. At the time of transferring any medical cannabis to another licensee, our Inventory Manager will enter the relevant information into the Statewide Seed-to-Sale Tracking System (and attach to the package containing the medical cannabis) all applicable information required by the AMCC.

We will adopt and use primarily a third-party inventory control and tracking system that is capable of interfacing with the Statewide Seed-to-Sale Tracking System to allow us to enter or access information in the Statewide Seed-to-Sale Tracking System as required, and we will pay for and maintain our system. Our inventory tracking system will feature all capabilities necessary to comply with the applicable requirements and more. Ala. Code § 20-2A-60.

12.2 – SOPs – PLAN FOR MAINTENANCE AND STORAGE

We are committed to maintaining and storing cannabis in a way that prevents contamination, diversion, and loss in compliance with all relevant regulations and requirements from the AMCC. Ala. Admin. Code r. 538-x-3-05-3.m.16.b. Our cultivation facility will feature numerous process controls, protocols, and SOPs for maintaining and storing our cannabis safely and compliantly, and our employees will be thoroughly trained on all applicable procedures before beginning operations.

Managers will train all employees in their respective departments on all SOPs for secure storage and recordkeeping, including SOPs for accessing the vault, secure storage areas, and any restricted access areas (“RAAs”) housing plants or in-process materials. We will require all employees to complete training on storage SOPs and access to RAAs prior to beginning work at our facility. Our storage SOPs will integrate those for recordkeeping activities as well. Employees will be required to log all storage activities in our electronic inventory control system and Statewide Seed-to-Sale Tracking System to ensure traceability of all medical cannabis within our facility, no matter what stage of cultivation the item is undergoing.

We will teach employees that medical cannabis should only be moved into and out of storage areas when necessary, and only when directed and accompanied by a manager. Managers will supervise all movement of products in and out of the vault or secure storage areas. Overnight, all products will remain securely locked and stored until a manager and employees arrive the next morning to begin facility operations.

We will store all cannabis seeds, immature plants, mature plants, drying and curing plant material, and completed plant material inside of our enclosed, locked storage room or vault within our cultivation facility. Ala. Admin. Code r. 80-14-1-.04.03.b. The secure storage room will also be equipped with an industry-standard commercial-grade alarm system to alert of unauthorized entry. Ala. Admin. Code r. 80-14-1-.04.05.a.

Once harvesting and curing are complete, cultivation employees will move all completed plant material into the facility vault, where it will be stored in secure storage containers until it has passed testing for potency and contaminants (if designated for patient/caregiver sale) or until ready to ship the material to processing licensees for extraction and formulation of medical cannabis products. When plant material that is designated for sale has passed testing, cultivation employees will move the material to a designated RAA for final packaging and labeling, and once complete, cultivation employees will transport the material to the final product vault to await sale.

Once plant material has passed testing, undergone packaging and labeling, and is ready for sale to other licensees, employees will move inventory ready for sale from the in-process to the final product storage vault or secured, locked room. Keeping inventory ready for sale separate from other facility inventory serves several purposes to enhance product safety and inventory security. All cannabis that has not passed testing for potency and contaminants will remain in the vault, while cannabis that has been tested, packaged, and approved for sale will be in a separate storage area.

We will conduct regularly scheduled maintenance and cleaning of all storage areas to ensure that they are properly maintained and kept in a clean and orderly condition, free from infestation by insects, rodents, birds, and pests. A minimum of once every two weeks, a manager with appropriate clearance will provide access to storage areas and will supervise employees as they perform all necessary maintenance and cleaning.

The vault and secure storage area will be climate controlled, with specific temperature and humidity settings in place to maintain a cool, dry, and low humidity environment optimal for maintaining the integrity and quality of all medical cannabis. These measures will also prevent conditions in the room from becoming hospitable to potential bacteria or pests, which could potentially further compromise the integrity of the cannabis in storage. Our dry/cure room will have its own temperature and humidity control panel to ensure conditions within the room are within optimal ranges for the drying and curing process. Storing our cannabis within strict moisture and temperature controls will mitigate the development of mold or other contaminants on our products that could harm Alabama patients. We will also employ Integrated Pest Management (“IPM”) techniques in all areas where cannabis is cultivated or stored. Additionally, we will incorporate odor controls, such as ONA gel, positive pressure air systems, and air curtains, to prevent odors from escaping storage areas or contaminating other products.

Limitation of Access: To mitigate theft and diversion, we will limit access to cannabis storage areas to essential personnel by position, which may include our Leadership, Inventory Manager, and other select authorized staff members. Our SOPs will identify the personnel with authorization to access our storage areas and will be updated pursuant to change. Furthermore, all storage areas will feature key-card access doors with commercial-grade alarms and locks to notify our facility of any unauthorized entries. Ala. Admin. Code r. 538-x-3-.05.03.m.16.k.i. We will post signage at the entrance to each RAA notifying personnel that access is restricted and identifying which employees are permitted to access the area. All cannabis and cannabis related items will be highly secured and monitored to prevent theft and diversion. Our surveillance systems will provide 24/7 continuous monitoring of facility entry points and all Restricted Areas such as our cannabis storage area. Ala. Admin. Code r. 538-x-3-.05.03.m.16.k.iii. We will maintain security of cannabis and related items by maintaining a secure and locked storage area, logging the quantity and quality of all cannabis and cannabis related products into our inventory management system, limiting and restricting access to authorized personnel, and maintaining a 24/7 video surveillance of the storage area.

12.5 – SOPs – CRIMINAL ACTIVITY PLAN

Our criminal activity plan details the steps to be undertaken in the event of discovery of criminal activity related to cannabis or medical cannabis within our possession and control. We will maintain, review, and update policies to report theft, diversion, or other loss of cannabis or medical cannabis to the AMCC and to law enforcement within 24 hours of the event or its discovery. Ala. Admin. Code r. 538-x-4-.07.12.o.05. Once discovered, management will initiate notification and investigation protocols to determine the cause of the criminal activity and will update internal procedures to mitigate any further criminal activity in the future. We will always comply with all investigations into criminal activity at our facility. We recognize the Alabama State Law Enforcement Agency, or a local law enforcement agency may search our operations where there is probable cause to believe that a criminal law has been violated and the search is conducted in conformity with constitutional and state law. Ala. Code § 20-2A-7(f). We understand the AMCC may notify appropriate authorities regarding any misconduct, and we will cooperate fully in any criminal investigation that may lead to the imposition of charges and penalties against our business or any associated entity or individual. Ala. Admin. Code r. 538-x-4-.22.09. We will immediately report to the AMCC and local law enforcement any trespassing on our property or unlawful entry into our facility. If a trespasser manages to enter the facility, employees will avoid the individual and shelter-in-place by remaining where they are, locking any entrances, activating the silent alarm, and contacting 911. In the event of an armed robbery, employees will follow the procedures outlined in our Security Plan. After an event, management will conduct a diversion/theft investigation after any facility interior trespassing event to determine how the unauthorized individual gained access to the facility and if diversion or theft occurred.

Safety of Employees: We will conduct our operations to refrain from any violation that could pose a danger to the safety of our employees, patients, caregivers, or the public. Ala. Admin. Code r. 538-x-4-.02.04.b.01. The safety of employees and others on the premises starts with screening for individuals through a national criminal background check. Prior to appointment, employment, or service to our operations, all officers, employees, contractors, and other individuals performing work of any character who would have access to cannabis,

a medical cannabis facility, or related equipment or supplies, must submit to a state and national criminal background check. Ala. Code § 20-2A-59(a). Employees will undergo no less than ten (10) hours of continuing education of medical cannabis education and no less than five (5) hours of safety training that will include safety pertaining to criminal activity. Ala. Admin. Code r. 538-x-4-.04.02.b. All employees will complete comprehensive safety training prior to beginning work at our facility, which will include instruction on the facility's Emergency Action Plan ("EAP"), which we will construct to comply with all applicable regulations from the Bureau and the federal Occupational Safety and Health Administration ("OSHA").

Our highest priority in operations is the safety of all personnel and visitors at our facility. Pursuant to guidelines from OSHA, we will establish an Emergency Response Team ("ERT") composed of our Chief Operating Officer ("COO"), Chief Compliance Officer ("CCO"), Director of Security ("DOS"), and HR Manager. The ERT will: conduct research and compile our emergency and safety procedures, including general emergency response plans, a fire plan, and procedures for security breach and armed robbery response; train employees on these policies; and, supervise evacuations and other emergency response activities. Our ERT will maintain and review at least annually our criminal activity plan. Ala. Admin. Code r. 538-x-3-.05.03.m.16.e.

Reporting Criminal Activity: Our ERT will construct guidelines and procedures for reporting to and communication with regulatory bodies, law enforcement, and other licensed medical cannabis organizations. We will implement and train staff on these guidelines prior to our facility beginning operations. We will develop procedures for notification of the AMCC and law enforcement in accordance with the reporting requirements. Procedures will include when notification is required, who is to be notified, how notification is to occur, and who is responsible for performing the notification. A designated manager will notify the AMCC, the Alabama Police, and local law enforcement immediately after discovering any adverse loss, diversion, theft, criminal activity, or suspected criminal activity at our facility or from any vehicle transporting medical cannabis to or from our facility.

Our employees will be trained to contact 911 in the event of an emergency. In the event of any criminal activity, staff will contact law enforcement having jurisdiction over the area to report that a crime has been committed. We will keep lists of emergency phone numbers by all landline telephones. We will designate a member of management responsible for immediate notification of local law enforcement and notification of the AMCC within 24 hours becoming aware of any alarm activation, event requiring response by public safety personnel, breach of security; or, failure of the security alarm system due to a loss of electrical support or mechanical malfunction that is expected to last longer than 24 hours. All notifications will include details on the reported incident and any corrective measures taken. We will maintain records of all notifications in an auditable form for at least **four (4) years (although not required by law)** after providing the notification.

Preservation of Cannabis and Maintaining Access: We will maintain a plan, and review at least annually, steps to be taken for the preservation of cannabis or medical cannabis and the reasonable efforts to maintain access to medical cannabis by those who depend on it. Ala. Admin. Code r. 538-x-4-.07.12.o.04. This will include steps for maintaining secure storage of our cannabis stock, maintaining adequate cannabis stock so that patients/caregivers can receive their medicine, notification procedures to our partner licensees and affected patient/caregivers, and communication with the AMCC and all law enforcement agencies. We will provide and maintain a plan for sufficient staffing of security guards at each facility where cannabis and medical cannabis is present to reasonably ensure the safety of employees and others on the premises; and at a minimum, we will provide one (1) security guard per facility during our facility's business/operating hours. Ala. Admin. Code r. 538-x-3-.05.03.m.16.k.vii. Our parking lot will be monitored and supported for the reasonable safety and security of employees and visitors.

We will also maintain strong relationships with supplying licensees to be able to provide cannabis stock in a short time frame should ours be compromised by criminal activity. After a criminal event occurs, we will notify these licensees of our need for additional cannabis stock immediately. We will also comply with recommendations from the Drug Enforcement Administration ("DEA") for pharmaceutical facilities handling controlled substances. For example, we will store medical cannabis and products at in compliance with DEA

requirements for Schedule I controlled substances identified in Title 21, Part 1301.71 - 1301.77 of the Code of Federal Regulations, using securely locked safes or steel cabinets bolted to the ground in our secure storage room.

12.6 – SOPs – EMERGENCY PROCEDURES/DISASTER PLAN

We are committed to compliant and safe operations focused on emergency preparedness and adequately responding to emergencies to maintain employee and visitor safety and to assist in maintaining accountability of all medical cannabis and maintaining access for those who depend on it. Ala. Admin. Code r. 538-x-3-.05.03.m.16.f. To mitigate danger to employees and others on the premises, employees will undergo no less than five hours of safety training including safety pertaining to criminal activity. Ala. Admin. Code r. 538-x-4-.04.02.b. Our DOS and Security Officers will train staff on responding to various emergencies and natural disasters before they begin work. In response to an emergency, we will conduct the following procedures: assess the nature and scope of the emergency to determine which emergency service should be notified; determine the source of the impact, such as a specific employee, process, or outside event; implement measures to minimize damage; Contain the emergency and prevent it from spreading, such as by evacuating employees; maintain detailed records of all steps taken; notify all relevant personnel, including management, IT personnel, security, law enforcement, the AMCC, and any affected individuals or businesses; identify and document the extent of the emergency; and, immediately make a forensic copy of applicable surveillance devices, which may be used for later analysis or serve as evidence.

Employees will also be trained on various medical emergency situations. We will install easily accessible voice dialing phone systems, so that employees may more easily contact emergency services. We will keep emergency kits in marked locations throughout the facility for quick access in an emergency. Staff will check the emergency kit once per month to verify all contents are present, in working condition, and unexpired. We will also keep an emergency kit inside a designated “shelter in place” location in case severe weather approaches quickly and evacuation is not possible. Our “shelter-in-place” location will be an interior room or rooms within our facility, with space to take refuge. We will also designate an Emergency Response Team (“ERT”) to oversee all emergency plans and protocols at our

facility. The ERT's emergency plans will include procedures for employees to follow in the event of a hazardous situation, security breach, armed robbery, or violent event. The ERT will also develop any additional procedures as required by the AMCC in response to any special security concerns.

If a potential threat or hazardous situation is present outside of the facility, any employee on site will inform other employees and visitors of the threat, remain indoors, verify that all facility entrances are locked, and stay away from doors and windows. Employees will be trained to keep hazards outside and if possible, not allow any hazard or violent individual to access the inside of the facility. If a threat, hazard, or suspicious individual enters the facility, employees will contact security personnel immediately. Primarily, employees will immediately call 911 or contact law enforcement agencies in response to a potential threat or suspicious individual.

Preservation of Cannabis/Medical Cannabis: We have also developed specific protocols for preserving all cannabis or medical cannabis products at our facility. To maintain an adequate stock of medical cannabis reserved for distribution to patients and caregivers in case of emergency, we will regularly set aside a portion of our cannabis in the secure storage area marked as "in case of emergency." Our facility and secure storage areas will feature environmental controls to preserve cannabis in ideal conditions. Detection equipment, including a professionally monitored fire alarm, will be present throughout the facility to alert building occupants of any emergency conditions. A qualified alarm technician will test all detection equipment at least every 30 days, and we will keep all equipment in good working order. We will strategically position fire alarms to be visible, audible, or perceivable from any location in the facility. A fire sprinkler system will provide coverage throughout the facility to immediately suppress any fire. All facility exterior doors will allow free egress by the facility's occupants in case of an emergency. Ala. Admin. Code r. 538-x-3-.05.03.m.16.k.v. Fire extinguishers will be located throughout our facility, with as many available as is feasible for our space and recommended by the local Fire Department. Our facility will also feature other fire suppression equipment, such as overhead sprinklers and partitionable HVAC systems to prevent a fire from spreading from one room of our facility to another. As a coastal state, Alabama is at a relatively high risk for floods and hurricanes.

In the case of flooding, we will train personnel to quickly respond to the threat to human health. Management will monitor persistent rains and storms within one hundred miles using online weather monitoring services, and severe weather alerts will be regularly communicated to personnel via company email, phone calls, and/or announcements over the facility's communication system (e.g., a speaker system).

Reasonable Efforts to Maintain Access: Following an emergency, we are committed to taking reasonable steps to maintain access to medical cannabis for those who depend on it. We plan to develop and maintain a stock of cannabis reserved for dispensing in case of emergency. In the event of an emergency that might compromise the safety of the cannabis at our facility, proper procedures for the safe removal, secure transportation, and compliant temporary storage are paramount to preserving the integrity of our cannabis and protecting the safety of our Alabama patients. Though the AMCC has yet to provide guidance on permitted activities following an emergency or disaster, should an emergency or disaster occur, we will request on a Temporary Variance from the AMCC and receive approval before implementing our procedures in case an emergency renders our business unable to comply with regulatory requirements. Ala. Admin. Code r. 538-x-1-.08-1; 538-x-4-.08.06. Once approved, our plan will begin by removing cannabis stock in an orderly and secure fashion by collecting secure storage containers and loading them into emergency transportation vehicles. Staff will ensure that all cannabis that can be preserved by removal is tracked via a handwritten removal log and the Statewide Seed-to-Sale Tracking System, if the emergency allows. Any cannabis removed that was not tracked and recorded initially will be inventoried once the cannabis is secure in its temporary storage location. After being removed from our primary facility, cannabis stock will be transported to a secure temporary storage facility (if permitted by the AMCC), from which it can be safely dispensed to patients. To the extent possible, this temporary secure storage area will meet all requirements for secure storage of cannabis and will be fitted with commercial locks and alarm systems. Access protocols will remain the same and only designated employees will handle and transfer cannabis between the storage area and other areas of the temporary facility.

We will also proactively communicate with our patient and caregiver base following an emergency to facilitate their access to medical cannabis. We will send out notifications via

all available communication channels to inform patients and caregivers and other licensees that an emergency or disaster has occurred and where and when they will be able to source their medical cannabis following the event. However, should the AMCC provide any guidance that differs from our proposed plan, we will alter our procedures to be compliant with any applicable regulatory requirements. Though we may not be able to immediately ship cannabis following an emergency, we will take reasonable steps to do so compliantly as soon as possible.

12.7 –SOPS – ALCOHOL, SMOKE, AND DRUG FREE WORKPLACE POLICY

We will maintain at all times and review annually following this application process, a clear written Alcohol, Smoke, and Drug Free Workplace Policy, which will also be included in our Employee Handbook and/or Policies and Procedures Manual. Ala. Admin. Code r. 538-x-3-.05.03.m.16.g. Maintaining our workplace as alcohol, smoke, and drug free is paramount to maintaining an environment of security, safety, and health for our employees, patients, and any visitors at our medical cannabis facility. Our HR Director will maintain records related to the policy, including the detailed written policy itself and copies of signed employee signature pages confirming understanding of and consent to the policy, all of which will be available to the AMCC. We will require staff to sign documents stating they understand there is zero tolerance for alcohol and drug use at the workplace and they will abstain from such use during work hours or while on our premises.

We are committed to maintaining a safe, alcohol-free, smoke-free, and drug-free work environment for all employees, agents, customers, and visitors. We will therefore explicitly prohibit the use, possession, solicitation for, or sale of personal cannabis, illegal drugs, alcohol, cigarettes, tobacco products, or prescription medication without a prescription on facility premises or while performing work-related assignments. All employees will complete training on our alcohol, smoking, and drug-free policy during onboarding and will read and consent to the policy in writing. Being impaired or under the influence of legal or illegal drugs or alcohol away from company premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or damages our organization's reputation, may result in immediate job termination.

We will prohibit the presence of prohibited substances in employees' urine while at work on company property, or while on company business. We may therefore ask employees to submit to a drug and/or alcohol test at any time management feels that an employee may be under the influence of drugs or alcohol. Any company employee involved in an on-the-job accident or injury under circumstances that suggest the possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. If an employee is tested for drugs or alcohol outside of the employment context, such as by law enforcement, and the results show a violation of this policy, or if an employee refuses a request to submit to testing under this policy, the employee may be subject to appropriate disciplinary action, including discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

At all our facilities, we will have surveillance cameras in place to monitor and record staff activity continuously. The cameras, along with "Cameras in Use" signs, will be in conspicuous areas to discourage staff from engaging in any acts which would violate the maintenance of an alcohol, smoke, and drug free workplace. Management will also monitor staff conduct by observing daily operations and make explicit notes if they suspect any activity violating this plan. We will prohibit staff from working while under the influence of any drugs or alcohol, including medical cannabis. Also, all staff is subject to random drug screenings, which can serve as a deterrent for employees.

We will have the proper standard operating procedures ("SOPs") in place that guarantee this zero-tolerance policy for alcohol- and drug-use which will outline the following steps and more, updated accordingly as the business begins and continues operation. Employees will be subject to testing based on (but not limited to) observations by the supervision of apparent workplace use, possession, or impairment and a member of the management team will be consulted before sending an agent for testing. Employees will also be subject to testing when they cause or contribute to accidents that seriously damage a company vehicle, machinery, equipment, or property or result in an injury to themselves or another employee requiring offsite medical attention in which there is a reasonable basis for concluding that drugs and/or alcohol use could have contributed to the incident.

In addition to random drug tests, we will also train management accordingly to uphold our SOPs and written policies. These trainings will help those in management identify key indicators of potential violations of the alcohol, smoke, and drug free workplace and walk them through the steps to confront any individual they suspect of such violations. Management will also educate and inform staff of these SOPs and inform them of the health and safety risks associated with being intoxicated while working within the workplace. To continue and maintain a successful alcohol, smoke, and drug free workplace, we will ask staff to submit feedback on the effectiveness of our current SOPs and see if any changes or updates are necessary, with the aim of continuous improvement.

As new staff will enter operations throughout our business' lifecycle, it is paramount they are trained at the onset not only on all our SOPs, but also on maintaining our alcohol, smoke, and drug free workplace. Management will regularly, and at least annually, review our policies to maintain compliance with all guidance from the Commission and to ensure the policies reflect our company's vision for a fastidiously maintained alcohol, smoke, and drug free workplace. Our goal to have an alcohol, smoke, and drug free workplace is not only to implement such a policy but to maintain it and engrain it within our company culture. Following each of the steps outlined here, with a special emphasis on education, training, monitoring, and proper deterrence, we will be able to go above and beyond the requirements set by the State of Alabama and the AMCC for our medical cannabis workplace.

12.8 – SOPs – EMPLOYEE SAFETY PLAN

Our Employee Safety Plan will always comply with parallel OSHA Standards applicable in similar workplaces. We will aid in OSHA's mission of ensuring that employees work in a safe and healthful environment by setting and enforcing standards, and by providing training, outreach, education, and assistance. Under the Occupational Safety and Health Act of 1970, we have a responsibility as employers to provide a safe workplace. To this end, we will comply with all applicable OSHA Standards, which are the regulatory requirements established and published by OSHA pursuant to the Occupational Safety and Health Act of 1970 and subsequent laws. We will comply with the General Duty Clause of the OSH Act, which requires employers to keep their workplace free of serious recognized hazards. 29

USC 654. We will always follow mandatory standards for general industry and any other applicable standards, as well as any guidance specific to the cannabis industry. 29 CFR 1910. We will comply with standards for recording and reporting occupational injuries and illnesses. 29 CFR 1904. As a cultivator, we will comply with OSHA's standards for agricultural operations, especially including environmental controls, toxic and hazardous substances, and safety for tractors and equipment. Since we will move and store cannabis plants and products in our facility, we will also account for common hazards and solutions for warehouse workers, such as: Ergonomic and Musculoskeletal Disorders; Forklifts; Materials Handling; Slips, Trips, and Falls; Hazardous Chemicals; Emergency Planning; Electrical Hazards; Lockout/Tagout; Heat Illness; Automation and Robotics; Refrigerated Warehousing; Temporary Workers; and, Stress and Fatigue.

We will demonstrate and maintain standard operating procedures regarding the Employee Safety in such a way that they can be readily accessed from the physical site of operations upon the request of inspectors, the AMCC, or AMCC staff. Ala. Admin. Code r. 538-x-3-.05.03.m.16.h. We will maintain at all times, and review at least annually, our employee safety plan that complies with parallel OSHA standards applicable to similar types of businesses (to the extent such standards can be extrapolated to fit our workplace). Ala. Admin. Code r. 538-x-4-.07.12.o.08. Our Director of Human Resources will review our Employee Safety Plan with the leadership team at least annually and adjust as needed.

Due to the potentially hazardous nature of our workplace, all team members are responsible for familiarity and compliance with OSHA, EPA, and state regulations regarding job safety and health protection. We will cooperate with all reasonable OSHA and EPA inspections and compliance reviews. We will provide training and materials explaining the applicable standards and guidelines for all employees during their initial work period, and periodically when applicable regulations are revised or added. All employees are required to participate, and a record will be maintained of all those in attendance. OSHA's Hazard Communication Standard requires that warning labels with orange and orange-red biohazard symbols be affixed to containers of regulated waste or, alternatively, red bags may be used. Employees who may come into contact with hazardous materials are required to receive information and training after the start of employment. We will maintain additional

information, including a copy of the safety data sheets (“SDS”), about any chemical used or stored in the facility, which is available to employees during working hours. Staff will undergo training on how to maintain OSHA safety protocols while on premises, such as: wearing Personal Protective Equipment (“PPE”); allowing rest time for staff between tasks of 10-minute breaks every two hours of work and one hour lunch break between every four hours of work; and, reporting potential workplace hazards to our Chief Operating Officer (“COO”). Applicable material safety data sheets will be readily available in processing areas. We will use the Hazard Analysis of Critical Control Points (“HACCP”) system to identify specific safety hazards and measure and control them to ensure the safety of our products. HACCP is a science-based, systematic tool used in various industries to assess safety hazards and establish control systems that focus on prevention rather than relying exclusively on managing collateral damage. We will use our HACCP system throughout all stages of cultivation to avoid dangerous work environments throughout our workflow. Part of this process will be establishing Critical Control points throughout the production process and a system of measurements designed to monitor, evaluate, and control any variance or hazard to employee or visitor safety and security.

We will provide gloves, coveralls, and respirators for use in conjunction with hazardous and potentially health-afflicting materials. We will always refer to the list of registered sanitizing agents kept by the AMCC when procuring our supplies. To ensure worker and consumer safety, we will always identify, hold, and store toxic cleaning compounds, sanitizing agents, solvents used in the production of cannabis products, and other chemicals in a manner that protects against contamination. OSHA has identified falling and tripping as being major hazards associated with similar facilities and work environments. This is especially the case when floors are wet, damp, or otherwise coated in a way that makes them increasingly slippery. We will require employees to wear slip-resistant shoes within production areas.

We will utilize the following PPE for our employees’ safety: Hand Protection (e.g., protective gloves, nitrile gloves) where cut hazards or potential exposure to corrosive liquids, blood, chemicals, or other infections materials exist; Head Protection (e.g., hard hats) where danger of falling objects exist; Eye Protection (e.g., goggles or glasses) where risk of

eye injuries exists, such as punctures, abrasions, contusions, or burns; Face Protection (e.g., face shields) where danger of flying particles or materials exist; Foot Protection (e.g., steel-toed boots) where risks of foot injury from corrosive, poisonous, or hot substances, or from falling objects, crushing, or penetrating actions exist; Hearing Protection (e.g., ear plugs) where risks of hearing damage from occupational noise exist and exceed the acceptable sound levels of the OSHA Noise Standard; Respiratory Protection (e.g., respirator, gas masks) where respiratory health risks exist from inhaling smoke, fumes, particulate matter, etc.; Clothing Protection (e.g., plastic aprons) where risk of splashing chemicals exists; and, Sanitation Equipment (e.g., shoe booties, hair nets, beard nets) where staff will be handling or manufacturing food or drugs.

We will also keep emergency kits in marked locations throughout the facility for quick access in an employee safety emergency. Staff will check the emergency kit once per month to verify all contents are present, in working condition, and unexpired. The emergency kit will include: a fire extinguisher; bottled water; non-perishable food; flashlights with extra batteries; first aid kit (assorted bandages, gauze, antibiotic ointment, sterile gloves, tweezers, antiseptics, cleansing wipes, scissors, and common over-the-counter medications such as Tylenol and Benadryl); a basic toolbox (wrench, pliers, screwdriver, hammer); garbage bags; hand sanitizer; face masks or coverings; buckets; a battery-powered radio; a charged cellular phone with charging cord; and, a USB battery pack.

12.9 – SOPs – CONFIDENTIAL INFORMATION AND CYBERSECURITY PLAN

We will provide effective controls and procedures to guard against unauthorized access to our electronic systems or our confidential business data. We will create and maintain a plan for maintaining confidential information and providing cybersecurity for sensitive information with respect to patients and caregivers, and we will include within that plan a set of protocols for maintaining the confidentiality of confidential information in accordance with HIPAA arising from or related to any access to the Patient Registry and/or from any other source. Our controls will include methods that protect against electronic records tampering. We will take all necessary steps to confidentially maintain records with any personally identifying or private business information. Ala. Admin. Code r. 538-x-4-.05.07.

When creating policies for the security of our hardware, software, and data, we have consulted regulations found in Title 45 of the Code of Federal Regulations, including the Health Insurance Portability and Accountability Act (“HIPAA”), and the Health Information Technology for Economic and Clinical Health Act (“HITECH”). We have also adopted best practices for cybersecurity used by HIPAA-compliant medical facilities, to prevent unauthorized access or theft of our data.

Our Chief Operating Officer (“COO”) and Chief Compliance Officer (“CCO”) will oversee our compliant and confidential recordkeeping system. They will also perform regular audits of our records and update standard operating procedures (“SOP”) as needed to maintain compliance and accurate recording. They will develop and deliver trainings on HIPPA and related policies for our employees related to their job roles. Employees that interact with the patient registry, AMCC website, or seed-to-sale system will earn certifications, prior to beginning their job, for each database they will use. Ala. Admin. Code r. 538-x-4-.05.05. All employee training will include online safety, including how to create strong passwords, avoid dangerous websites, and recognize phishing emails. We will also provide staff with notices of emerging cybersecurity threats, such as software vulnerabilities or new phishing scams. Our COO and CCO will keep all computer systems updated with an efficient and compliant operating system, software, and firmware updates to patch potential system vulnerabilities. They will also conduct regular analysis of the information technology market to identify promising new security products and detect newly emerging cybersecurity threats.

Upon licensure approval, we may contract with technology vendors to provide specific database trainings for employees. Ala. Admin. Code r. 538-x-4-.05.05. Coordination of any data with our vendors will be tracked through the state medical cannabis patient registry and seed-to-sale systems, which we will maintain. Ala. Code § 20-2A-35.

Our network security will comply with cybersecurity standards set by the International Society of Automation (“ISA”) and the International Electrotechnical Commission (“IEC”) standard 62443. Ala. Admin. Code r. 538-x-4-.05-.02. We will utilize security software on all company owned devices, to eliminate malware and phishing. Our facility will have

computers with different operating systems, and we will safeguard all devices appropriately. Ala. Code § 20-2A-6.

Our inventory system will be directly compatible with the state seed-to-sale system and patient registry, as applicable. Ala. Admin. Code r. 538-x-4-.05-.04. Our inventory system will also feature confidentiality and HIPAA compliance options. We will use tags to facilitate our inventory tracking that include bar codes, QR codes, RFID tags, NFC tags, or other equivalent system for assigning unique numbers to cannabis plants and products. Ala. Admin. Code r. 80-14-1-.04.05.g; Ala. Code § 20-2A-63(i). This process may require additional hardware specific to scanning digital codes. We will create and maintain plans for upgrading all system software and hardware throughout our cultivation facility. Ala. Admin. Code r. 538-x-4-.07.12.o.01. We will enable automatic system updates on all computers, and systems will be routinely inspected for security. Our financial plan accounts for all software and hardware purchases and their maintenance. Ala. Admin. Code r. 538-x-4-.05.03.

Our cybersecurity plan focuses on minimizing the amount of data we retain and limiting opportunities for security breaches. We will maintain complete, accurate, and confidential records of all sales, transfers, and destruction of cannabis products. Each record will include the individual or cannabis business to whom the product is sold or transferred, and the quantity, variety, form, and cost of the cannabis items. Any interactions that we conduct with the Alabama Medical Cannabis Patient Registry System will be maintained confidentially in accordance with HIPAA. Ala. Code § 20-2A-35; Ala. Admin. Code r. 538-x-4-.07.12.o.09. Our medical cannabis records will be maintained confidentially and securely. We will also maintain certain business records as confidential. We will keep a record of any individual that has been on our cultivation facility premises at any point in time. These records will include an individual name, time and date of entry, time and date of exit, and the reason for their presence, and we will maintain them for at least two years. Ala. Admin. Code r. 538-x-4-.07.12.o.11.i. Additionally, we will privately maintain our employee records including their personal information, resumes, references, payroll details, and job reviews. Our business records can be made available to the AMCC or law enforcement agencies as necessary.

HIPAA security is comprised of three areas for compliance: Administrative, Physical and Technical standards, which may include setting up separate networks for systems carrying

confidential data, forcing log outs, and other standard security practices. 45 CFR 164. We will utilize a host of Administrative, Physical, and Technical safeguards to comply with HIPAA at our facility, including but not limited to: security management process, assigned security responsibility, workforce security, information access management, security awareness training, security incident procedures, contingency plan, evacuation, facility access control, workstation use, workstation security and device and media controls, audit controls, integrity controls, person or entity authentication and transmission security.

We will consistently utilize rigid recordkeeping practices throughout our facility, and in all business operations. Our SOPs will always be readily accessible at our cultivation facility upon the request of inspectors, the AMCC, or AMCC staff. Ala. Admin. Code r. 538-x-3-.05-.3m.16.i. We will always comply with AMCC inspections and provide access to records as necessary. Ala. Admin. Code r. 538-x-4-.02.02.b.02.

12.10 – SOPs – WASTE DISPOSAL PLAN

We are committed to providing a clean and safe experience for medical cannabis patients, employees, and visitors. We will do this through a multi-faceted waste disposal plan that incorporates a culture of compliance among our staff, as well as disposal practices and waste management procedures designed to protect the health of our customers, employees, and our local community. Therefore, we will always maintain and review at least annually, a plan for tracking and proper disposal of waste cannabis or medical cannabis, including all parts thereof, as applicable. Ala. Admin. Code r. 538-x-4-.07.12.o.10. Our plan will, at a minimum, leave no part of the disposed or waste cannabis or medical cannabis either useable or recognizable as such. Ala. Admin. Code r. 538-x-4-.07.12.o.10. Further, we will establish and maintain standards, procedures, and requirements for hazardous and chemical waste product storage and disposal, and chemical storage that comply with Chapters 27 and 30 of Title 22, Code of Alabama, 1975. Ala. Admin. Code r. 80-14-1-.14.01.

The primary objective of our waste disposal and sanitation plan is the health and safety of our customers, visitors, vendors, local community, and employees, with a particular focus on preventing the contamination of any cannabis and related cannabis items. This plan includes not only the compliant disposal of waste but also the careful management of waste

to ensure that cannabis and related cannabis items do not contaminate the environment and extends to the entire interior and exterior of our building. Further, we have already executed an LOI with Republic Services to handle waste disposal for our cultivation facility. Republic Services is an experienced and reputable waste collection and disposal company that will provide compliant and effective waste disposal for all our business needs.

Our standard operating procedures for waste encompass our cannabis waste, non-cannabis waste, recycling program, sustainability, and efforts to limit waste. Part of our environmental and sustainability plan is an effort to reduce our facility's production of waste and consumption of resources. As a facility which cultivates cannabis, most of our waste comes in the form of water or plant material. Our water supplies will be sufficient for our cultivation activities and derived from a source that is a regulated water system. Our cultivation structure will include plumbing that is adequate to carry sufficient water to locations through the facility and convey sewage and waste from the facility without cross contamination of potable water and waste.

Our staff will properly remove litter and waste, so they do not contribute to potential sources of contamination in areas where cannabis plants are located. Our facility will feature waste receptacles that are properly labeled and emptied at least daily. Since we are not permitted to reuse any tags that have already been affixed to any cannabis plant or cannabis products, we will be sure to compliantly sort and store these tags, so they are not reused. If we can recycle or compost the tags, we will seek to do so, with AMCC approval.

We will utilize our inventory tracking system to track all cannabis waste linked to unique identification numbers. Ala. Code § 20-2A-60(a)(1). We are committed to conservation and will strive to reduce waste in all segments of operations. Staff will follow detailed instructions related to waste disposal and transport, especially those that concern destruction and disposal of cannabis waste or hazardous materials. These policies and procedures will ensure maximum compliance with all requirements set forth by the AMCC and all relevant law, preventing diversion of cannabis waste and protecting the environment and people of Alabama from the negative effects of improper waste disposal.

We will demonstrate the ability to destroy unused or waste cannabis in accordance with rules adopted by the Alabama Department of Agriculture. Ala. Code § 20-2A-62(c)(4). We

have a detailed plan for the destruction and disposal of cannabis plants, including parts thereof, and any related materials that cannot or will not be processed, transported, or dispensed. Ala. Admin. Code r. 80-14-1-.04.05.e. Primarily, any cannabis material that is not used in medical cannabis will always be destroyed in such a way as to render the material unusable and unrecognizable. Ala. Admin. Code r. 80-14-1-.11. We may render the material unusable and unrecognizable in several ways utilizing grinders, shredders, or combining cannabis waste with non-cannabis organic waste until it is unrecognizable.

Secure disposal and destruction of recalled and unusable cannabis are the final steps to assure that such products do not make their way back into the market and that agricultural waste and byproducts do not contaminate the environment. Prior to disposal, staff will remove cannabis products from their packaging and render them unrecognizable and unusable. Verification of this event will be performed by a manager and will be conducted in a restricted, secured, and surveilled access area. We will always enter these destruction and disposal records into the Statewide Seed-To-Sale Tracking System. Ala. Admin. Code r. 80-14-1-.11. Should more information about disposal be needed, we will provide, in writing, any additional information the AMCC may request.

Whenever we dispose of or destroy cannabis, we will destroy it or render it unusable and will create and maintain a written record of the disposal of the cannabis by our business and weigh the cannabis and update it in the inventory prior to disposal or destruction. The entire destruction process will be monitored, documented, and recorded; we will incorporate continuous electronic monitoring in our facility's operation, including unobstructed surveillance and monitoring of areas in which cannabis is destroyed. We will maintain electronic documentation of destruction and disposal for a period of at least five years, will maintain detailed and accurate records of all recalls including the disposition of the cannabis product disposal process, and will immediately implement additional changes required by future agency guidance on cannabis product waste management.

Our waste disposal will always comply with the associated rules set forth by the AMCC, the state, and our local jurisdiction. We will render the medical cannabis and/or cannabis products unusable by grinding and incorporating the cannabis plant waste with other ground materials, so the resulting mixture is over 50% non-cannabis waste by volume. For

cannabis waste to be disposed of in a landfill or other approved disposal method, we will mix the cannabis waste with mixed waste, such as paper, cardboard, plastic, soil, or other wastes approved by the AMCC (e.g., non-recyclable plastic, broken glass, and leather). If compost waste is permitted, cannabis waste may be mixed with: food waste, yard waste, vegetable-based grease oils, agricultural materials, biodegradable products and paper, clean wood, fruits and vegetables, plant matter, compost activators, or other AMCC-approved methods. In addition to cannabis waste, we will also dispose of agricultural waste, such as grow media, as well as any liquid waste, such as wastewater and nutrient mixes, in a manner compliant with federal, state, and local laws.

We have developed a plan that tracks all waste material throughout our facility from generation to disposal utilizing the Statewide Seed-To-Sale Tracking System. We are committed to conservation and will reduce waste in all segments of operations. Staff will follow detailed instructions related to waste disposal, especially those that concern destruction and disposal of cannabis waste, agricultural waste, or hazardous materials. These policies and procedures will ensure maximum compliance with all requirements set forth by the AMCC and all relevant law.

12.12 – SOPs – GROW PLAN

We will create, monitor, and maintain our cultivation in an enclosed structure with each cannabis plant or batch of cannabis plants being cultivated in an individual receptacle containing soil or growing media, to foster portability, limit cross-contamination, and facilitate proper monitoring of each plant. Ala. Admin. Code r. 80-14-1-.06.01. We will never cultivate outdoors or directly in the ground. Ala. Admin. Code r. 80-14-1-.06.03. We will also take steps to limit the visibility of our cannabis, in any form, from outside the perimeter barrier of the cultivation facility. Ala. Admin. Code r. 80-14-1-.08.01. These steps will include limiting the number of windows on the exterior of our facility and if needed, placing tinted or reflective films on windows to prevent visibility into areas containing cannabis.

Number of Cannabis Plants: We plan to cultivate 7,949 cannabis plants at our facility, within 13,824 square feet of facility space. We will only cultivate cannabis cultivars approved by the department prior to acquisition of plant material. Ala. Admin. Code r. 80-14-1-.07.01.

Our cultivars will not be derived from hemp or industrial hemp as defined by Ala. Admin. Code Rule 80-10-21-.02 (19) but will be derived from cannabis plants that have a high likelihood of producing medical cannabis. Ala. Admin. Code r. 80-14-1-.07.01. We will maximize the therapeutic potential of the medical cannabis we grow by using premium genetics and employing industry best practices.

Methods of Cultivation: Our intended method of cultivation will employ a hydroponic system that utilizes a triple-stacked flowering canopy with PIPP horticultural benches, Fluence LED lighting, and coconut coir (“coco”) and perlite growing medium as our primary substrate (in addition to mineral/rockwool cubes). We will use containers for individual plants or for batches of plants as long as each plant is clearly identified and traceable. Ala. Admin. Code r. 80-14-1-.06.02.

We will select certain genetic strains as our “mother” plants, which will produce cuttings or “clones” to propagate new plants. We will select the healthiest, strongest, and most vigorous specimens for our mother plants. The mother plants’ growing environment will be monitored to maximize the amount of vegetative growth.

Our plant cuttings or “clones” will begin in 1”x1” rockwool cubes for approximately two weeks during the propagation stage. After propagating clones or seedlings, cultivation staff will up-pot them to 4”x4” containers of grow media where they will remain for the next three weeks of the vegetative phase. Cultivation staff will then up-pot these plants into three-gallon, aerated buckets containing the same grow media, where they will remain for about three weeks to complete the vegetative cycle. Plants will remain in the Vegetation Room during their explosive growth period, which can last several weeks, depending on the genetics of the cultivar and the goals for said variety. During the vegetative phase, the photoperiod will be maintained at 18 hours on and 6 hours off.

The next phase—the flowering phase—lasts approximately 56-72 days, depending on the cultivar. During the flowering phase, the photoperiod will be maintained at 12 hours on and 12 hours off. We anticipate harvesting and replenishing the harvested plants from the flower room on rolling intervals. Scheduling production this way ensures that our facility is harvested in small, discrete sections on a continual basis to provide a constant supply of cannabis and opportunity to clean our rooms between harvests. When we harvest a section

of Flower Room, Cultivation Associates will fully sanitize that section, cleaning and prepping for the next set of plants to enter from the Vegetative Room.

After flowering plants reach full maturity, Cultivation Associates will harvest the plants and move them into the Dry room where we will hang the product for 10-14 days, allowing initial evaporative loss of moisture from the product to occur. Once the cannabis flower reaches desired moisture levels, Cultivation Associates will transfer the product to the vault or secure storage in food-grade, airtight plastic containers to be held for testing prior to packaging and sale. We will, at our own cost, have our cannabis sampled by a State Testing Laboratory licensed by the AMCC pursuant to Ala. Code §20-2A-66 to ensure that no pesticides or other hazardous substances are present in the cannabis material, and we will maintain records of these tests for at least two years and provide the results to the Department and AMCC, upon request. Ala. Admin. Code r. 80-14-1-.13.03.

Cultivation Associates using our automated Argus irrigation system will water plants according to a predetermined schedule and apply fertilizer and nutrient mixes according to detailed SOP instructions. We will source water from the municipal water supply. Depending on the quality of the source, water may require filtration before applying it to plants. If the quality of municipal water is not suitable, we will install additional filtration or a reverse-osmosis (“RO”) system, into which water from the city will enter a series of filters that remove sediment, chemicals, and other contaminants. After each cultivation cycle, staff will flush grow media of all cultivation nutrients. When staff dispose of grow media, it will not contain any contaminants or impurities that could damage wildlife or the environment. We will also monitor cultivation runoff (i.e., leachate) for total dissolvable solids and acidity to ensure compliance with local, state, and Federal requirements. Further, we will fully comply with all laws and administrative rules relating to the usage of pesticides in the State of Alabama. Ala. Admin. Code r. 80-14-1-.13.01.

Our focus on environmental sustainability and environmentally conscious operations begins with the most energy-intensive facet of cannabis cultivation: lighting. To reduce power consumption and the generation of excess heat, we will use energy-efficient Fluence LED technology throughout all cannabis cultivation areas, including under canopy

applications, which have been shown to significantly increase yields in cannabis and other plants (Hawley, et. al., 2018; Tewolde, et. al., 2018; Thrive Agritech, 2020).

We also intend to capture rainwater for support of our new cultivation space and irrigation of the existing and sustainable pecan farm where our cannabis cultivation building will be located. We will bring life back to this idle farm, and the building will be located to maintain the majority of the of the 28 acres of wooded area. The existing pecan farm will need irrigation, so we are intending to use this collected water to support agricultural processes in general. The new roof of our cultivation facility will be a hard surface interconnected with gutters and downspouts for harvesting of the rainwater, and the consolidated piping will be used to capture water that will be diverted to a series of central holding tanks. From there the water will be disinfected to avoid stagnation, and it will be held and conditioned until ready for use in the agricultural process. This disinfection process will kill the biological load before being run through a separate filtration process to remove suspended solids, impurities from surface contact, and other various elements. This added filtration process may not be required for general outdoor irrigation, but this filtration process will ready the water for cannabis irrigation. The disinfected and filtered water that is used for cannabis cultivation will be further refined with reverse osmosis filtration (“RO”), and water excreted in the RO refinement process will be returned to the outdoor irrigation supply to support sustainable pecan farming, and the collected RO water will be ready for cannabis irrigation.

The primary mechanical system used for our cultivation air conditioning will be Purpose-Built air-cooled DX all-in-one units with natural gas heat and built in UV filtration. We may utilize Desert Aire to provide such equipment, but we are considering similar systems as well. Using purpose-built equipment, our facility will have the following advantages: More precise air and temperature control; Flexibility with Single Packaged Units on grade/roof or split-system options; Variable speed compressors and fans; Cooling, dehumidification, and CO2 control in single unit; Operational efficiencies to 0.9-1.1 KW/ton; Lower evaporator temperatures for better dehumidification capacity; Full modulating hot gas reheat (free energy); and, the system will be operational down to -40 degrees F, if needed.

The primary mechanical system used for non-cultivation air conditioning will be air-cooled DX with standalone dehumidification where needed. Dry Rooms will have 2-3 standalone dehumidifiers per room along with 2 wall-mounted minisplit AC units per room. Each Dry Room will have auxiliary ventilation fans for air circulation. The units will control temperature and humidity. The remaining rooms will be zoned with “like” rooms on the same system and will utilize standard DX split systems with horizontal units above ceiling supported from structure and outdoor units on grade. Each zone will be sized according to heat gain/loss load for appropriate tonnage and heating size. Wall mounted mini-split AC unit(s) will be utilized for Electrical and Mechanical Rooms, funneling outside air to each unit per local code.

Finally, we will account for all cannabis plants and other materials that have ever been in the custody or control of our facility, utilizing our internal inventory system in conjunction with the Statewide Seed-to-Sale Tracking System, at all times from planting to disposal or from planting to such time as a medical cannabis product is dispensed. Ala. Admin. Code r. 80-14-1-.17.02. We will also submit to all inspections required by §20-2A-52, Alabama Code 1975 and will always allow our facility to be inspected by the Department at any time. Ala. Admin. Code r. 80-14-1-.10. Should we store medical cannabis on-site after processing, we will conform to the same security and storage rules required by the AMCC for processors and dispensaries. Ala. Admin. Code r. 80-14-1-.19.01.

12.14 – SOPs – CULTIVATION CUSTODY PLAN

Our management will enforce our detailed plan to ensure chain of custody of cannabis and medical cannabis within our facility. Ala. Admin. Code r. 80-14-1-.04.05.f. We will also maintain a detailed plan to inventory and track cannabis and medical cannabis within our facility and to interface with the Statewide Seed-to-Sale Tracking system. Ala. Admin. Code r. 80-14-1-.04.05.g. We will do this by supporting, participating in, and contributing to the Statewide Seed-to-Sale Tracking System. Ala. Admin. Code r. 538-x-4-.05.04. Additionally, our third-party inventory and tracking system will properly interface with the Statewide Seed-to-Sale Tracking System and, as appropriate, with the patient registry. Ala. Admin. Code r. 538-x-4-.05.04. Our technology and uploads to the Statewide Seed-to-Sale Tracking System

will always be sufficient to allow access to said system by the AMCC, and, to the extent necessary and appropriate, patients and caregivers, qualified certifying physicians, other state agencies, other licensees, and law enforcement personnel, for all required purposes. Ala. Admin. Code r. 538-x-4-.05.04.

We will enter all transactions into the Statewide Seed-to-Sale Tracking System operated by the AMCC, which at a minimum, will include the inventory of cannabis plants in our facility, the location of the cannabis when it leaves our facility, and the documentation showing any plants or cannabis material that were destroyed and disposed of at our facility. Ala. Admin. Code r. 80-14-1-.17.01. We will enter our initial inventory of plants and seeds within 24-hours of acquiring them. We will record number and weight of our initial seeds and number and type of initial plant inventory, including both mature and immature plants. Further, we will conduct an initial comprehensive inventory report of all cannabis, including cannabis available for cultivation and usable cannabis available for producing medical cannabis products, seedling to mature cannabis plants, and unusable cannabis on the date we first engage in the cultivation of medical cannabis. This initial inventory report will also include any damaged, defective, expired, adulterated, or otherwise unusable cannabis awaiting disposal, including the strain name, quantity, reason the cannabis is unusable, and date it was deemed unusable.

All lots and batches of medical cannabis will be traced using our inventory tracking system so that employees may conduct routine inventory management. A comprehensive, weekly inventory audit will allow for accurate inventory appraisal along with routine examination of lot expiration dates, and any damage or contamination of products. Product records will be kept up to date with audit information in our tracking system and the Statewide Seed-to-Sale Tracking System.

We will use an AMCC-approved inventory control system that works in conjunction with the Statewide Seed-to-Sale system that tracks each plant as it moves through the facility. This system will be supplemented by printed and affixed labels that cultivation staff will attach to individual cannabis plants. These labels contain static information about the plant (e.g., strain name and date the plant was cloned), as well as a barcode for tracking. When an employee clones a plant, they will take a cutting from the plant and then insert it into a

rooting tray to be rooted. When the plant takes root several days later, the employee will then assign a tag to each plant. Tags will encircle the main stem and be sealed shut with a single-lock cable or “zip” tie. Tags will follow the source plant material through its entire lifecycle until the plant is harvested. At the end of the initial tagging process, an employee will scan barcodes in the new tray of clones, updating the record of the plants in the inventory system. This technology will allow for accurate, instantaneous inventorying of all plants at our facility. Whenever a plant is moved, an employee will record the movement in the inventory system by reading the barcodes, then updating their record accordingly.

Upon curing or drying of each batch, we will weigh the batch and enter the weight into the inventory control system database. At least weekly, we will conduct a physical inventory of the stock and compare the physical inventory of stock with inventory control system data. Should we discern a discrepancy between the inventory of stock and inventory control system data outside of normal weight loss due to moisture loss and handling, we will begin an audit of the discrepancy and report it to the AMCC within 24 hours of discovery.

Cannabis stored in product storage bins/containers will be kept in secure restricted access areas, with access further restricted to authorized employees. Management-level employees and above will be permitted access to the vault room, which will house most of our inventory, for the purposes of re-stocking products, performing inventory audits, and conducting approved cleaning or facility maintenance. When products move from back stock to active stock inventory, management will confirm the beginning and ending balance and will also scan the cannabis in and out to create an electronic record in our internal inventory tracking system that interfaces with the Statewide Seed-to-Sale Tracking System. Finally, whenever transporting cannabis outside of our facility, all information from the QR code relating to the outgoing medical cannabis, as well as the date and time of shipment, will be logged into the Statewide-Seed-to-Sale Tracking System.

We will always ensure we can account for all cannabis plants and other materials that have ever been in the custody or control of our facility, at all times from planting to disposal or from planting to such time as a medical cannabis product is dispensed. Ala. Admin. Code r. 80-14-1-.17.02. To this effect, no fewer than two of our employees will be responsible for the location and security of all cannabis plants or related materials within the custody or

control of our facility. Ala. Admin. Code r. 80-14-1-.17.03. We will designate these employees for each stage of the cultivation process based on their relevant job duties, and these employees will be given unique identifying credentials in our inventory system that interfaces with the Statewide Seed-to-Sale system.

We will have several storage areas that will be segregated from each other, allowing us to mitigate contamination issues and to better organize our inventory and chain of custody. One segregated storage area will be for newly received cultivation materials, including newly received cannabis seeds or plants and ingredients to be used in cultivation. Our second segregated storage area will contain cannabis awaiting release for distribution for processing pending written reports confirming they meet testing specifications. Our third segregated storage area will hold any cannabis suspected, but not yet confirmed to be contaminated, including cannabis returned as part of a complaint or recall process. Our last segregated storage area will have cannabis, components, or materials that have been confirmed to be contaminated, such as medical cannabis or cannabis products that fail testing or are returned as part of a recall, which we will store with cannabis waste in a waste disposal room until destroyed or rendered unusable. Finally, we will never alter our chain-of-custody protocols without first receiving written permission from the AMCC and the Department. Ala. Admin. Code r. 80-14-1-.17.03.

Exhibit 13 – Policies and Procedures Manual

Verification

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

William D. McNeal
Printed Name of Verifying Individual

CEO/owner
Title of Verifying Individual


Signature of Verifying Individual

12/28/22
Verification Date

SUMMARY OF CONTENT – POLICIES AND PROCEDURES MANUAL

These Policies and Procedures constitute the foundational documentation of our medical cultivator business. In particular, this manual includes our detailed employee handbook, SOPs, and critical plans, all of which in sum describe our policies and procedures. We pledge to maintain these as living documents, updating and improving them as our company and the industry changes and grows.

PART I: EMPLOYEE HANDBOOK

WELCOME

Our Purpose

Our Vision

AT-WILL EMPLOYMENT

THE BASICS OF YOUR EMPLOYMENT

Resume

Background Checks

Registered Agent Card

Employment Eligibility Verification

Wage Notice

New Hire Reporting

Getting Acquainted Period

Regular Employment Classifications

Maintenance of Personnel Records

Security Access

Parking

Team Meetings

Office Supplies and Equipment

Gifts to the Company

WORK SCHEDULE

Attendance and Promptness Policies

Inclement Weather

Breaks and Meal Periods

Recording Your Time

Nursing Mothers in the Workplace

DRESS CODE

PROFESSIONAL CONDUCT

Accountability Rules for the Team

Telephone Personality

Addressing Others with Respect

Unprofessional Conduct

ANTI-HARASSMENT POLICIES

Equal Employment Opportunity

Duty to Report and Prohibition Against Retaliation

Definition of Workplace Harassment

Definition of Sexual Harassment

Harassment By Others

Employees with Disabilities

PROGRESSIVE CORRECTIVE COACHING

PERFORMANCE EVALUATIONS

SAFETY AND HEALTH

General Safety and Health Policies

Notice of Potential Exposure to Hazardous Material

OSHA Compliance

Hazard Communication Standard

Security of Personal Items

Violence in the Workplace

Smoke-Free Environment

Drugs and Alcohol

Rules and Prohibitions

Inspections and Investigation

Required Testing

TIME OFF

Holidays

Eligibility for Holiday Pay

Paid Time Off

Taking Time Off

Leave of Absence

Reinstatement after Leave

Reinstatement from Personal Leave of Absence

Bereavement Leave

Election Day

Jury Duty

Witness Leave

Military Leave of Absence

COMPENSATION AND PAY

Paycheck Errors

Expense Reimbursement

Garnishment

Exempt Employees

Overtime

Call-Back/Report-in-Pay

Health Benefits

Unemployment Insurance

Workers' Compensation

Performance Bonuses

Bonus Eligibility

TRAINING AND TRAVEL

Verification of Licenses and Certificates

Business Travel

ELECTRONIC COMMUNICATIONS

Cameras

Personal Devices and Phones

Email and the Internet

Programs and Passwords

Social Media

Privacy

COOPERATION WITH INTERNAL AND EXTERNAL INVESTIGATIONS

COMPANY INFORMATION CONFIDENTIALITY

VISITORS TO THE COMPANY

SOLICITATION

DATING POLICY

OUTSIDE EMPLOYMENT

SEPARATION FROM EMPLOYMENT

Company Property

Exit Interview

Employment References

EMPLOYEE CONCERN REPORTING POLICY

Employee Concern Form

Crime Prevention and Techniques

PART II: SOPs, Plans, and Procedures

IT PLAN

PLAN FOR MAINTENANCE AND STORAGE

CRIMINAL ACTIVITY PLAN

EMERGENCY PROCEDURES/DISASTER PLAN

ALCOHOL, SMOKE, AND DRUG FREE WORKPLACE POLICY

EMPLOYEE SAFETY PLAN

CONFIDENTIAL INFORMATION AND CYBERSECURITY PLAN

WASTE DISPOSAL PLAN

QUALITY CONTROL / QUALITY ASSURANCE PLAN

CONTAMINATION AND RECALL PLAN

SAFETY AND SECURITY PLAN

PART 1 - EMPLOYEE HANDBOOK

Summary

This employee handbook details general and specific requirements and practices that you should know as part of your employment with Twisted Herb Cultivation, LLC. This handbook covers:

GENERAL:

Initial Employment Period

Training

RULES AND POLICIES:

Equal Employment Opportunity, Non-Discrimination and Workplace-Harassment Policy

Employees with Disabilities

Unwelcome Harassment

Definition of Sexual Harassment

Other Forms of Harassment

Discipline

How to File a Complaint

No Violence in the Workplace Policy

Firearms

Reporting/Investigation Procedure

Family Medical Leave Act Policy

Personal Relationships Policy

Hiring of Relatives Policy

Resignation Policy

Rehire Policy

Personal Appearance

Attendance

Absenteeism and Tardiness and Reporting

Disciplinary Policy

Violations That Merit Termination

Serious Violations That Merit Suspension

Lesser Violations

Substance Abuse Policy

Company Property

Reservation of Rights

COMPENSATION AND BENEFITS:

Insurance

401K

Paid Vacations for All Full Time Employees

Holidays

Bereavement Leave

Civic Responsibilities

MISCELLANEOUS INFORMATION:

Care of Equipment and Machinery

Break Room

Good Housekeeping

Smoking

Mobile Devices

Personal Telephone Calls

Advances and Receivables

Visitors

Solicitation

Personnel Files

Workplace Searches

SAFETY:

Reporting Injuries

Crime Prevention & Techniques

I. INTRODUCTION

Welcome to Twisted Herb Cultivation, LLC. We hope that you will have a long and productive relationship with our Company. For your support, we are providing you with a copy of the employee handbook. Please read this book carefully, as it will acquaint you with company policies and will answer many of your questions.

Please keep in mind that this handbook does not contain all of the information you will need as an employee. You will receive other information through written notices, as well as oral

communication. When Twisted Herb changes a policy, it overrides the past policy. If you are an employee covered under a collective bargaining agreement, please refer to your contract for specific guidelines that pertain to your employment in addition to this employee handbook.

Flexibility helps everyone. This handbook is not a contract nor offer to contract, express or implied, and Twisted Herb Cultivation, LLC retains the flexibility to change or modify its terms without cause or prior notice. Flexibility enables employees to take advantage of opportunities that they receive, and enables Twisted Herb Cultivation, LLC to serve its customers and remain competitive. To ensure that everyone benefits from flexibility, the employee must have the right to resign without cause or prior notice, and Twisted Herb Cultivation, LLC must have the same freedom to end an employee's employment without cause or prior notice.

This flexible relationship is called "employment at will." This means that you or Twisted Herb Cultivation, LLC may terminate our employment relationship at any time, with or without reason, with or without exhausting any prior steps, and with or without any prior notice period.

In the future, your status as an at will employee can only be changed through a written contract signed by both you and the CEO of Twisted Herb Cultivation, LLC and approved by the board of directors by written resolution. No oral statements, oral promises or oral agreements regarding the terms and conditions of your employment are valid.

Message from our CEO

Our goal at Twisted Herb Cultivation, LLC is to continually strive for improvement in our quality and service of our customers. Continuous improvement is as much a part of what we are as the results of our improvements; satisfied customers. Every company needs employees who are interested in helping it succeed. Therefore, we believe the employees of Twisted Herb Cultivation, LLC are its most important asset.

In our business, each employee by doing his or her job well, has an opportunity to serve our customers. That is why customer-conscious employees are so valuable to this company. Our challenge to you as a new or current employee of Twisted Herb Cultivation, LLC is to seek out new and better ways to do your job. Your presence is to elevate the value and the worth of Twisted Herb Cultivation, LLC to our customers as a respectable company and the contributions

you make in your job impact Twisted Herb as a whole. The pride you have in your job will result in the growth and success of Twisted Herb. We welcome your suggestions and encourage you to share your ideas with us. It is working together towards a common goal that will determine our success.

Your willingness to do superior work, adhere to our policies and procedures, and your cooperation will help us maintain our reputation as a source of the highest quality and committed service in the areas we serve. We should all strive to make Twisted Herb Cultivation, LLC. a more desirable and pleasant place to work. As a team, we can eliminate customer dissatisfaction, waste, and all other negative factors that hinder growth.

You are an important part of this team! We need your complete loyalty and individual support in order to prosper. Remember that your supervisor's door is always open to you, to discuss any problems. If he or she can't help you solve the problem, my door is always open.

Twisted Herb reserves the right to modify or amend this handbook and any of its provisions without notice to employees. Should any provision of this handbook conflict with the actual documents setting forth Twisted Herb's policies, such shall not apply and differences arising therein shall be governed by Twisted Herb's policies. Please ask questions about anything you do not understand. It is our desire that all of you find real satisfaction and fulfillment as a member of our Twisted Herb Cultivation, LLC family!

CEO of Twisted Herb Cultivation, LLC

II. GENERAL INFORMATION

Initial Employment Period

The first ninety (90) calendar days of your employment with Twisted Herb Cultivation, LLC are considered a “tryout” or introductory period. This time period gives you an opportunity to find out whether you are going to like it here and gives us a chance to determine if your work, attitude, and attendance measure up to Twisted Herb’s standards.

During the ninety (90) calendar days after you are hired, should Twisted Herb feel for any reason that you are not meeting our standards, then you may be released. Of course, during this period you may decide to resign without stating a reason, or may be released by Twisted Herb on the same basis.

Please realize, however, that continued employment beyond the introductory period does not constitute an employment contract. No manager, supervisor or employee has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will. Only the CEO of Twisted Herb has the authority to make any such agreement and then only in writing.

Training

During and after your initial employment period, your supervisor will give you important “on the job training.” Training will start the day you go to work and will continue as long as you are with Twisted Herb. We feel that training never stops; it is a continuous part of everyone’s determination to learn, grow, and develop. You can assist with this process by asking questions, showing interest in the jobs around you, and responding to new ideas and techniques. If you do all of these things, you will find that your training will be very informative and meaningful to you.

III. RULES AND POLICIES

Equal Employment Opportunity, Non-Discrimination and Workplace-Harassment Policy

Purpose

To affirm the commitment of Twisted Herb Cultivation, LLC. to provide equal employment opportunities to all individuals; to comply with all federal, state, and local laws regarding non-

discrimination, equal employment opportunity and reasonable accommodations for qualified employees and applicants with disabilities; and to advise employees and applicants for employment of their rights under the law.

Scope

This policy applies to all Company employees, as well as to individuals seeking employment with Twisted Herb.

Policy Statement

Twisted Herb is committed to providing equal employment opportunity for all applicants and employees. Twisted Herb will not discriminate against any employee or applicant on the basis of race; color; sex (including sexual orientation and/or gender identity); marital status; pregnancy, childbirth, or related medical conditions; creed; religion; national origin; citizenship status; ethnicity; age; disability; genetic information; HIV/AIDS status; veteran or service member status; or any other category protected by federal, state or local law. It is Twisted Herb's policy not to request any employee's genetic information or to make any employment decision based on genetic information.

This Policy applies to all areas of employment including, but not limited to, recruitment, selection, hiring, training, assignment, re-assignment, promotion, and compensation, rates of pay, benefits, transfer, layoffs, discipline, discharge, and participation in Company-sponsored activities. Twisted Herb respects all of its employees and requests their assistance in maintaining a work environment free of all forms of discrimination.

Employees with Disabilities

Twisted Herb will make reasonable accommodations whenever necessary for all qualified employees or candidates for employment with disabilities (as defined by applicable law), provided that (1) the individual is otherwise qualified to safely perform the essential functions of the job and (2) such accommodations do not impose undue hardship on Twisted Herb. If an employee has a disability that requires an accommodation in order to perform the essential functions of his or her job, or otherwise enjoy the benefits and privileges of employment, he or she must initiate a request for accommodation by contacting either his or her direct supervisor/manager or Human Resources.

Unwelcome Harassment

Twisted Herb firmly believes that all employees have an unconditional right to work in an environment free from unwelcome harassment perpetrated by co-workers, supervisory personnel, visitors and guests, vendors and suppliers and their employees, as well as clients and their employees.

This policy forbids any unwelcome harassment that is based on an individual's race; color; sex (including sexual orientation and/or gender identity); marital status; pregnancy, childbirth, or related medical conditions; creed; religion; national origin; citizenship status; ethnicity; age; disability; genetic information; HIV/AIDS status; veteran or service member status; or any other category protected by federal, state or local law. Twisted Herb is committed to providing a work environment that is free of unlawful discrimination, including harassment, based on any legally protected characteristic. Twisted Herb will not tolerate any form of harassment that violates this policy.

Harassment occurs when an employee is subjected to unwelcome verbal or physical conduct based on any protected characteristic. The conduct prohibited by this policy, whether verbal, physical, or visual, includes any discriminatory or harassing employment action and any unwelcome conduct that is inflicted on someone based upon any protected characteristic. Among the types of unwelcome conduct prohibited by this policy are epithets, slurs, negative stereotyping, intimidating acts and the circulation or posting of written or graphic materials that show hostility toward individuals because of their protected status. Even where the conduct is not sufficiently severe or pervasive to constitute actionable harassment, Twisted Herb prohibits any such conduct in the workplace.

Definition of Sexual Harassment

Discrimination because of sex occurs whenever a person's gender is a factor in making workplace decisions and results in unequal treatment. It also occurs in a work environment that provides better or worse conditions and opportunities for some persons because of their gender, marital status, family status, pregnancy, sexual orientation, or gender identity.

Sexual harassment is a form of sex discrimination. This policy forbids harassment based on

gender, marital status, family status, pregnancy, sexual orientation or gender identity regardless of whether the offensive conduct is sexual in nature. Any unwelcome conduct based on gender, marital status, family status, pregnancy, sexual orientation, or gender identity is forbidden by this policy regardless of whether the individual engaged in harassment and the individual being harassed are of the same or are of different genders. Unwelcome sexual advances, requests for sexual favors, and other verbal, physical, or visual conduct based on sex constitute unlawful sexual harassment.

All personnel are prohibited from offering, promising, or granting preferential treatment to any employee or applicant for employment as a result of that individual's engaging in or agreeing to engage in sexual conduct. Likewise, all personnel are prohibited from using an employee's or applicant's refusal to engage in such conduct as a basis for an employment decision affecting that individual. This policy forbids harassment based on gender regardless of whether it rises to the level of a legal violation.

Examples of sexual harassment forbidden by this policy include:

- Offensive sex-oriented verbal kidding, teasing, or jokes.
- Repeated unwanted sexual flirtations, advances, or propositions.
- Continued or repeated verbal abuse of a sexual nature.
- Graphic or degrading comments about an individual's appearance or sexual activity.
- Offensive visual conduct, including leering, making sexual gestures, the display of offensive sexually explicit objects or pictures, videos, cartoons, posters, or other images.
- Unwelcome pressure for sexual activity.
- Offensively suggestive or obscene letters, e-mails, notes, text messages, or invitations.
- Offensive physical contact such as patting, grabbing, pinching, or brushing against another's body.
- Epithets, remarks, jokes, or anecdotes that insult or demean any person because of their sexual orientation, gender identity, marital status, family status or pregnancy.

Other Forms of Harassment

Discrimination or harassment based upon protected characteristics other than sex is also prohibited by this policy. Such unwelcome harassment is a form of discrimination. Some examples are:

- Epithets, remarks, jokes or anecdotes that demean any race, color, ethnic origin, citizenship, religious belief or affiliation, creed, military status or other characteristic.
- Epithets, remarks, jokes or anecdotes that insult or demean any person because of their age.
- Epithets, remarks, jokes or anecdotes that insult or demean any person because of mental or physical disability or genetic history or characteristics.
- Epithets, remarks, jokes or anecdotes that insult or demean any person because of their national origin, ethnicity, ancestry, native language or accent.
- Epithets, remarks, jokes or anecdotes that insult or demean any person because of their religious affiliation, religious belief, religious practices, and/or no-belief.
- Verbal or physical conduct of a threatening or harassing nature based upon any protected characteristic.

Cartoons, graffiti, e-mails, notes, or other papers containing descriptions or depictions of persons that insult or demean any person because of their age, race, national origin, color, ethnic origin, citizenship, religious belief or affiliation, creed, mental or physical disability, military status, or any other protected characteristic of an individual or that individual's associates or relatives.

Discipline

Discrimination and harassment in violation of this policy or applicable laws will not be tolerated by Twisted Herb. Employees who engage in such misconduct will be subject to

discipline up to and including discharge.

How to File a Complaint

Any employee or applicant who believes that this Policy has been violated should immediately bring the matter to the attention of the Director of Human Resources or his/her designee. If the employee or applicant feels that they cannot talk to the Human Resources representative or if the employee or applicant is not satisfied after speaking with the Human Resources representative, the employee or applicant should contact the COO or CEO.

No employee will be subjected to retaliation based upon any complaint regarding an alleged violation of this policy and/or because of their assistance during an investigation of an alleged violation of this policy.

No Violence in the Workplace Policy

Purpose

To ensure that Twisted Herb Cultivation, LLC. is and remains a safe and secure workplace at all times.

Scope

This policy applies to all employees of Twisted Herb Cultivation, LLC., agents, consultants, contractors, interns, temporary workers, visitors, applicants, vendors and any other persons that are on Company property or in a Company vehicle.

Policy Statement

In order to provide a safe workplace for our employees and to provide a comfortable and secure atmosphere for our customers and others with whom we do business, Twisted Herb will not tolerate any violent acts or threats of violence.

On Company Premises

Any employee who commits or threatens to commit any violent act against any person while on Company premises may be subject to discipline, up to and including immediate termination. Company premises includes, but is not limited to, our facilities, cultivation areas, storage areas, equipment rooms, curing rooms and vaults, offices, lunchrooms, restrooms, dressing rooms,

conference rooms, all receiving, shipping, maintenance areas, roadways and parking lots.

Off Company Premises

Any employee who, while engaged in Company business off the premises, commits or threatens to commit any violent act against any person may be subject to discipline, up to and including immediate termination. Even when off the premises and not involved in Company business, an employee who commits or threatens to commit a violent act against another person may also be subject to discipline, up to and including immediate termination, if (1) the threat or violence could adversely affect Twisted Herb or its reputation in the community; (2) the threat or violence results in a criminal conviction (including a guilty or nolo contendere plea; or (3) if the threat or violence is prohibited by any criminal code provision and adversely impacts Twisted Herb's legitimate interests and goals.

Specific examples of unacceptable conduct include, but are not limited to, the following:

- Threatening or physically aggressive contact or harm towards any individual.
- Threatening an individual or his/her family, friends, associates, or property with harm.
- The intentional destruction or threat of destruction of Company property.
- Threatening phone calls, email, mail to an employee's home or office, text messages, voicemail, or other electronic means of communication.
- Unlawful or unauthorized surveillance; stalking.
- Any suggestion that violence by or against any employee, agent, or individual on Company property is appropriate.
- Conduct that a reasonable person could perceive as threatening.

Firearms

Except for security guards, no employee of Twisted Herb Cultivation, LLC may have or possess, in any part of our facilities or property, any firearms of any kind whatsoever. This rule is intended for the safety of our employees. The only exception to this policy are those individuals who have written permission from the CEO of Twisted Herb Cultivation, LLC. to carry or possess firearms.

Reporting/Investigation Procedure

Any employee who is threatened with or subjected to violence, or who becomes aware that another individual has been threatened with or subjected to violence, must immediately notify his or her

supervisor and/or the Human Resources department. Employees and managers should contact **911** immediately in situations where the assistance of law enforcement is necessary under the circumstances, if it is not unsafe for the employee or manager to do so.

Employees are urged to take all threats seriously. Reports of threats or violence will be carefully investigated; employee confidentiality will be respected to the extent reasonably possible consistent with our investigation; and appropriate action will be taken. Any person who makes a threat, exhibits threatening behavior, or is involved in a violent act may be immediately removed from Company property, at Twisted Herb's sole discretion, pending the outcome of an investigation of the incident. Depending upon the circumstances, it may be appropriate for Twisted Herb to notify governmental authorities prior to conducting or completing its investigation.

Each individual is expected to cooperate fully and honestly with any investigation of possible violations of this policy. Deliberately furnishing inaccurate or misleading information will not be tolerated and will be grounds for disciplinary action, up to and including immediate termination for employees and removal from Company premises or other appropriate measures for non-employees.

Violations of this policy by any individual will result in disciplinary action, up to and including immediate termination, and/or legal action as appropriate.

This policy shall not be construed as an instrument to create a duty of obligation on the part of Twisted Herb to take any actions beyond those required of an employer by existing laws.

Family Medical Leave Act Policy

Generally

FMLA Leave allows an Employee to take an unpaid extended absence, of up to 12 weeks or 26 weeks on a rolling calendar year, depending on cause of absence, and then be restored to his or her original or equivalent position with equivalent pay, benefits and other employment terms as if he or she had remained in the workplace. It is possible for an employee on leave to be transferred, promoted, demoted, or terminated if changes in the work environment would have demanded that action even if the employee had not taken leave.

Types

There are three types of FMLA Leave: for a Serious Health Condition (also includes birth or adoption or placement of a child); for a Qualifying Exigency related to a Covered Servicemember's call to duty or placement on duty; and to be a Caregiver for an injured Covered Servicemember. Each of these Leaves is detailed in the following pages.

Eligibility

Employees are eligible for FMLA Leave once they have worked for Twisted Herb Cultivation, LLC for at least one year and performed at least 1,250 hours of work during the previous 12 months. Employees must work at a U.S. location (including U.S. territories or possessions). Prior service to Twisted Herb Cultivation, LLC will be credited, provided the break in service did not exceed seven years, unless the break was pursuant to an agreement between Twisted Herb Cultivation, LLC and Employee, or for an absence due to USERRA-covered service.

Twisted Herb Cultivation, LLC must also employ at least 50 employees within 75 miles from the Employee's worksite for the Employee to be eligible for FMLA Leave.

Certain key employees, who are notified of their status when they first request FMLA Leave, are reinstated to their former or equivalent positions only if holding the position for them and their reinstatement does not cause Twisted Herb Cultivation, LLC substantial economic injury.

Use of Leave

Except for employees taking leave to care for a newly born or newly placed child, employees are not required to use their leave entitlement in one block. Leave may be taken intermittently or on a reduced leave schedule where medically necessary. Employees must make reasonable efforts to schedule leave for medical treatment so as not to unduly disrupt the employer's operation. Leave due to qualifying exigencies may also be taken intermittently.

Employee Responsibilities when Requesting Leave

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, Employees must provide notice as soon as practicable. Employees requesting leave should qualify with Twisted Herb Cultivation, LLC call-in procedure. Excessive delay could lead to delay in designation of absences as FMLA-protected Leave.

Employees must provide sufficient information for Twisted Herb Cultivation, LLC to determine if the leave requested qualifies for FMLA protection, and the anticipated timing and duration of the leave. Sufficient information may include that the Employee is unable to perform job functions, the Employee's family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave (Qualifying Exigency or Caregiver Leave). Employees must also inform Twisted Herb Cultivation, LLC if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities in Responding to Request for Leave

Twisted Herb Cultivation, LLC will inform an Employee requesting leave whether they are eligible under FMLA. If the Employee is eligible, Twisted Herb Cultivation, LLC will also specify any additional required information as well as a description of the Employee's rights and responsibilities. If the Employee is not eligible, Twisted Herb Cultivation, LLC will provide a reason of ineligibility.

Twisted Herb Cultivation, LLC will inform Employee if leave will be designated as FMLA-protected and the amount of leave counted against the Employee's leave entitlement. If Twisted Herb Cultivation, LLC determines that the leave is not FMLA-protected, it will notify the Employee of that determination.

Substitution of Paid Leave or Unpaid Leave

Depending on the type of leave an Employee takes and Twisted Herb Cultivation, LLC's policies, Employees may choose or Twisted Herb Cultivation, LLC may require use of accrued paid leave while an Employee is taking FMLA leave. In order to use paid leave for FMLA leave, an Employee must comply with Twisted Herb Cultivation, LLC's normal paid leave policies.

Benefits

Employees on all types of FMLA Leave will continue to be covered by Twisted Herb Cultivation, LLC's group health benefits on the same terms that are applicable for active employees, provided the Employee on FMLA Leave plans to return and does actually return. FMLA Leave does not cause employees to lose any previously accrued employment benefits. Employees on unpaid leave must

make arrangements with Twisted Herb Cultivation, LLC to pay their share of the premium.

The information in these pages is meant to provide Employees with a basic framework concerning when FMLA Leave can be taken, how much FMLA Leave may be taken, and how the Leave may be requested. By no means is this Policy intended to be all-inclusive. Each case is unique. Employees should contact Human Resources with specific questions about FMLA Leave.

Twisted Herb Cultivation, LLC will not, and it is unlawful for an employer to, interfere with, restrain, or deny Employees their FMLA rights. Twisted Herb Cultivation, LLC will not, and it is unlawful to, discharge or discriminate against an employee who opposes a practice that is unlawful under the FMLA or for involvement in a proceeding under or relating to FMLA. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer if his/her FMLA rights are abridged. FMLA does not affect federal or state law prohibiting discrimination, nor does it supersede greater family or medical leave rights that are granted by State or local law or collective bargaining agreement.

Family Medical Leave Act (FMLA) Leave for a Serious Health Condition or Birth/Adoption/Placement of Child

The purpose of this type of FMLA Leave is to grant leave without pay to eligible employees of Twisted Herb Cultivation, LLC for up to 12 weeks in a rolling 12-month period in accordance with the Family and Medical Leave Act (FMLA). An Employee requesting this type of leave must have taken less than 12 weeks of FMLA Leave of any sort in the current 12-month period.

Reasons for Leave

Eligible employees may request FMLA Leave to cover the time needed to be away from work for any of the following:

- For incapacity due to pregnancy, prenatal medical care, or childbirth;
- To care for a newborn child or a newly adopted child or a newly placed foster care child, as long as the leave is taken in the year following the child's birth or placement;
- To care for their child, spouse, or parent who has a serious health condition;
- To provide time to attend to their own serious health condition that leaves them unable to perform their job.

“Serious Health Condition”

A serious health condition is an illness, injury, impairment, or physical or mental condition that

involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or with one visit to a health care provider and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of "continuing treatment."

Requesting Leave

In addition to the general provisions regarding requesting FMLA leave, employees who request FMLA Leave because of a serious health condition, whether their own or a family member's, must submit a completed "Certification of Health Care Provider" to Human Resources before Leave can be approved. The Employee has 15 days to have this form completed, though it is recommended that the Employee have the form completed as soon as possible. Failure to comply with the certification requirement may result in the denial of the Leave request, or the treatment of any Leave taken as non-FMLA-covered Leave.

Once employees notify their supervisor/manager that they need FMLA Leave, the supervisor/manager may not ask or inquire about the reasons for the request. The supervisor/manager must immediately refer that request to Human Resources who will then make any necessary inquiries and evaluate whether there is a medical need for the leave. Human Resources is also responsible for ensuring that all medical information provided by employees is maintained in the strictest confidence.

Family Medical Leave Act (FMLA) Leave for Servicemember Family Leave

The purpose of this type of leave is to provide up to 12 weeks of unpaid leave during a rolling 12 month period for "any qualifying exigency" for the spouse, child or parent of an employee where the spouse, child, or parent is a Covered Servicemember. An Employee requesting this type of leave must have taken less than 12 weeks of FMLA of any sort in the current 12-month period.

Who is a Covered Servicemember?

Generally, Covered Servicemembers include any regular or reserve Armed Forces Servicemember deployed to a foreign country.

Eligibility

In addition to the general FMLA eligibility requirements, an employee must be the spouse, parent, son, or daughter of the Covered Servicemember.

Reasons Leave May Be Taken (“Qualifying Exigencies”)

- **Short Notice Deployment:** If Covered Servicemember is called to duty with seven days or less of warning, Employee may take seven days off, even if Covered Servicemember deploys less than seven days after notice of deployment. Any additional need following that period of time must be applied for under one of the other provisions. The Employee must provide notice to Twisted Herb Cultivation, LLC that he or she is taking Leave under this provision as soon as he or she is aware of the impending deployment. Documentation will be required when the Employee returns to work.
- **Military Events & Related Events:** Allows Employee to attend military ceremonies, programs, events; and also to attend assistance programs, briefings, family support sponsored by the military, military organizations, or the Red Cross.
- **Childcare and School:** Employee may have leave to arrange childcare or to enroll or transfer schools, or meet with school faculty/staff, *only as necessitated by the duty status of the Covered Servicemember*. Should an emergency situation arise concerning childcare (e.g., the primary childcare arrangement is unexpectedly cancelled and the Employee has no other alternatives), he or she may be granted leave to provide childcare on that immediate & urgent basis.
- **Financial and Legal:** Employee will be granted leave to make or update key legal documents and ensure that Employee will have access to all financial accounts and information needed. Additionally, under this type of leave, the Employee will receive leave to serve as representative before a government or military agency on the Servicemember’s behalf.
- **Counseling:** An Employee may take leave to obtain counseling for himself or herself, Covered Servicemember, or child of a Covered Servicemember, by someone other than the regular healthcare provider. (Counseling by the regular healthcare provider will

likely fall under Serious Health Condition FMLA). The need for counseling *must be necessitated by the duty status of the Covered Servicemember*.

- Rest and Recuperation: When the Covered Servicemember returns home for temporary Rest and Recuperation leave, an Employee may have up to 15 days' leave to spend with them.
- Post deployment: Allows an Employee to take leave for arrival ceremonies, reintegration briefings, other official activities taking place in the 90 days (or under the Yellow Ribbon Reintegration Program) after return. This type of leave may also be used to plan funeral arrangements and related activities in the unfortunate situation where a Covered Servicemember dies in the line of duty.
- Parental Care: Allows an Employee to care for a military member's parent who is incapable of self-care, when the care is necessitated by the Servicemember's covered active duty.
- Additional Activity: Twisted Herb Cultivation, LLC will make every effort to assist an Employee upon becoming aware of the Employee's spouse, child, or parent being called to duty. If the Employee desires a period of leave for some purpose other than those listed above and the leave is related to the Covered Servicemember's being called to duty, Twisted Herb Cultivation, LLC may, within its discretion, grant that leave. For leave to be granted under this provision, the Employee and Twisted Herb Cultivation, LLC must agree on the date, duration, and purpose of the leave. Leave granted under such an agreement "counts" towards the twelve-week allotment.

Requesting Leave

In addition to the general provisions regarding requesting FMLA leave, employees requesting Qualifying Exigency Leave must fill out the Certification of Qualifying Exigency Form, and include documentation, if available, of the Covered Servicemember's call to duty or current status in active duty. Twisted Herb Cultivation, LLC will copy the documentation of the Covered Servicemember's duty status, and it is generally not necessary for the Employee to provide this form at future dates when exigency leave is requested for the same call of duty. In some cases, documentation or verification from third parties may also be required.

Family Medical Leave Act (FMLA) Leave for Servicemember Caregiver Leave

The purpose of this type of leave is to provide up to 26 weeks of unpaid leave during any rolling 12-month period from the first date Caregiver Leave is taken for the Employee to care for a next of kin Covered Servicemember (including some Veterans) who has received a serious illness or injury in the line of duty. An Employee has 12 months from the first date Caregiver Leave is taken to exhaust the 26 weeks. No amount of Caregiver Leave can roll over after 12 months from the first date Caregiver Leave is taken. Caregiver Leave may not be renewed each year to provide care for the same Covered Servicemember suffering from the same illness or injury. In any event, no more than 26 weeks of any type of FMLA Leave may be taken in the twelve-month period from the first date Caregiver Leave is taken, even if Employee is caring for more than one Covered Servicemember or also needs to take some other kind of FMLA Leave.

Who is a Covered Servicemember?

Servicemembers who are current members of the armed forces, including full time active-duty military members, Reservists, Ready Reservists, members of the National Guard, retired members of the armed forces or Reserves who are recalled to duty, and individuals on the Temporary Disabled Retired List, or any Veteran who served in the previous five years whose separation from military service was other than dishonorable. For veterans who received anything other than dishonorable discharge before March 8, 2013, the time between October 28, 2009, and March 8, 2013, shall not “count” towards the five-year calculation.

For Current Servicemembers who are seriously injured or made ill in the line of duty

The Servicemember must be seriously injured or ill such that he or she is medically unfit to perform the duties of his or her office, grade, rank, or rating. The Servicemember must also be undergoing medical treatment, recuperation, therapy, or outpatient treatment. The Servicemember must have an injury or illness that was incurred in or aggravated by service in the line of duty on active duty in the Armed Forces.

For Veterans who are seriously injured or made ill in the line of duty

The Veteran must have an injury or illness that was incurred in or aggravated by service in the line of duty on active duty in the Armed Forces. Additionally, the illness or injury must meet one of the following conditions:

- The illness or injury is a continuation of a serious illness or injury that was incurred or aggravated when the Veteran was a member of the Armed Forces and rendered the

Servicemember unable to perform the duties of the Servicemember's office, grade, rank, or rating; or,

- The illness or injury is a physical or mental condition for which the Veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater, where the condition wholly or partially responsible for the rating is the condition requiring the need for Caregiver leave; or,
- The illness or injury is a physical or mental condition that substantially impairs the Veteran's ability to secure or follow a substantially gainful occupation because of disability or disabilities related to military service; or,
- Without treatment, the illness or injury is a physical or mental condition that substantially impairs the Veteran's ability to secure or follow a substantially gainful occupation because of disability or disabilities related to military service; or
- The injury, including psychological injury, is the basis for the Veteran's enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Eligibility

In addition to the general FMLA eligibility requirements, an employee is eligible to take leave where he or she is the "next of kin" of the Covered Servicemember (including Covered Veterans). "Next of kin" is first the Covered Servicemember's spouse, parent, or child, or other family member which the Covered Servicemember designates in writing. If the Covered Servicemember has not designated a family member as "next of kin" in writing, the next of kin status passes to: blood relatives who have been granted legal custody of the Covered Servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins. Family members sharing the same degree of relationship (ex: siblings) share the "next of kin" status.

Requesting Leave

In addition to the general provisions regarding requesting FMLA leave, employees requesting Caregiver Leave must provide certification of the Covered Servicemember's illness or injury. Certification may be completed by a health care provider, or in some circumstances the employee may submit other documentation. If certification is provided by a health care provider who is not

affiliated with the Department of Defense, the Department of Veterans Affairs, or TRICARE, second or third opinions may be required. Failure to comply with the certification requirement may result in the denial of the Leave request, or the treatment of any Leave taken as non-FMLA-covered Leave.

Where applicable, Invitational Travel Orders (ITOs) or Invitational Travel Authorizations (ITAs) may be substituted for the medical certification for the time period specified within the ITO or ITA. Where applicable, documentation of enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers may also be substituted for medical certification.

Notice of leave should be provided as soon as the Employee is aware of it. Excessive delay could lead to delay in designation of absences as FMLA-protected leave.

What happens if Employee Uses Caregiver Leave and another kind of FMLA Leave?

No employee may use more than 26 weeks of any kind of leave *from the first date Caregiver Leave is taken*; additionally, no employee may use more than the allotted 12 weeks for any FMLA serious health condition leave or qualifying exigency FMLA leave, or combinations thereof, in rolling 12-month period.

For instance, if an Employee takes 4 weeks of FMLA leave for his or her own serious health condition, then later (in the same year) begins taking Caregiver Leave, he or she may take up to a full 26 weeks of Caregiver Leave, if necessary, within the twelve months from the first date Caregiver Leave is taken. However, that Employee is still limited to 26 weeks total FMLA leave for any purpose over the next twelve months and may only take eight weeks of other FMLA for the rolling period.

Personal Relationships Policy

Personal relationships among employees of a romantic nature are not encouraged by Twisted Herb. Oftentimes, these relationships lead to hard feelings, diminish a teamwork environment, and cause a lack of productivity. However, romantic relationships of supervisory employees or management with non-supervisory employees are expressly forbidden at our Company. Supervisory or management employees who become romantically involved with non-supervisory or non-management employees will be disciplined up to and including termination.

Hiring of Relatives Policy

As a general rule, Twisted Herb Cultivation, LLC will consider hiring certain relatives of its employees. However, Twisted Herb will not consider hiring a spouse or a child of a current employee. Additionally, if two employees of Twisted Herb Cultivation, LLC. get married then one of the two employees must resign their employment with Twisted Herb Cultivation, LLC on or before the date of their marriage. If one of the two employees fails to notify Twisted Herb of his or her resignation on or before the date of the marriage, Twisted Herb, in its discretion, will notify one of the two employees of his or her termination.

Resignation Policy

If you choose to terminate your employment with Twisted Herb Cultivation, LLC, you are requested to give as much advance notice as possible. Employees who leave without giving at least two (2) weeks' notice will forfeit any vacation time they have earned. Employees who resign from Twisted Herb will be asked to complete an exit interview before their last day at work.

Rehire Policy

As a general rule, Twisted Herb Cultivation, LLC will consider rehiring a former employee if the employee left under the following circumstances:

- The former employee left voluntarily and gave a proper two-week notice.
- The former employee left in good standing with Twisted Herb.
- The former employee's personnel file has minimal or no discipline.

If these circumstances are not met, Twisted Herb will generally not consider rehiring a former employee. The Director of Human Resources will review all pertinent information and the circumstances surrounding the termination, review it with the hiring manager, and make a final determination.

Personal Appearance

Cleanliness and neatness are as important as courtesy and Twisted Herb expects you to represent it well. Pride in your appearance, as well as in your work, is very important to us all.

Employees must maintain neat and well-groomed hairstyles, wear neat and proper attire at all times, and maintain acceptable personal hygiene habits while on the job. It is our belief that good grooming inspires professional attitudes, and promotes good results. Please refer to your dress code policy for specific requirements on attire. Insubordinate behavior regarding appearance and hygiene can result in disciplinary action up to and including discharge.

Attendance

The type of work you perform, and the department in which you will work determines the hours you will work. The hours you work will be determined by your supervisor. These hours may change from time to time to fit the needs of our customers. You are expected to be punctual and regular in your attendance.

Absenteeism and Tardiness and Reporting

It is the employee's responsibility to be at work, to be on time and to be at the workstation, ready to work at the beginning of the scheduled workday and to stay until the end of the scheduled workday. Employees who are unable to report to their job must contact their immediate supervisor. Messages left with people other than the employee's immediate supervisor are not valid.

Disciplinary Policy

It is our policy to examine each disciplinary case individually, considering the facts, the nature and extent of the incident and / or performance, and the past record and service of the employee before taking disciplinary action. The disciplinary guidelines to be followed depend on the nature of the incident. All terminations will be reviewed and approved by your supervisor prior to final disciplinary action being taken.

The disciplinary procedure does not have to be administered in precisely the exact order given in this policy. There are some types of misconduct for which the employee should receive written warning, suspension, or discharge on the first offense, depending on the seriousness.

Supervisors periodically counsel employees regarding their performance. An oral warning may be given as needed. All oral warnings are to be documented in writing indicating the incident/performance issue, date and time, employee's name, what action will follow and the

response of the employee.

Written Warning

Written warnings are always discussed with the employees. The employee should sign the written warning and the written warning should be signed by a witness. Written warnings will become a part of the employee's personnel file. The supervisor is responsible for offering employees copies of the written warnings before they are placed in the personnel files.

Probation

Employees may be placed on probation for a specified time in an effort to correct inappropriate behavior. Employees should understand that probation is very serious and failure to correct behavior will result in termination of employment.

Suspension

A suspension will be with or without pay depending on circumstances and approval of supervisor. The employee should be told when the suspension begins and ends and when to report back to work. This information should be documented on the write-up of the suspension.

Discharge

Employees may be discharged on the first offense if the violation so warrants. Otherwise, discharge is the last step of the disciplinary process if the employee has failed to correct the problem.

The following describes various areas of employee behavior that are unacceptable to Twisted Herb Cultivation, LLC, but they are not limited to the examples cited. Certain conduct cannot be permitted without firm disciplinary measures being taken that may include termination. All terminations must be reviewed and approved by the supervisor prior to any final action being taken.

These conduct guidelines have been developed to guide an employee's on-the-job behavior. These general guidelines are not an all-inclusive list of the grounds for discipline or discharge, and do not limit Twisted Herb's discretion to discipline or discharge employees for any reason deemed necessary. Moreover, the nature of the discipline imposed for the violation of a rule may

be affected by the circumstances surrounding the violation, and the past record and service of the employee.

Violations That Merit Termination

Termination may be the result of an employee's violation of Company policy, failure to get along with fellow workers, or inability to perform your job. Management reserves the right to terminate employees without advance notice. Twisted Herb considers the following conduct, among other types of conduct, to be so serious as to warrant immediate termination.

1. Dishonesty
2. Recklessness resulting in a serious accident
3. Theft
4. Fighting on Company premises
5. Horseplay
6. Gross insubordination
7. Willful destruction of any kind
8. Possession of a firearm on Company premises
9. Carrying unauthorized passengers in a Company vehicle

Serious Violations That Merit Suspension

1. Smoking inside the facility or where otherwise banned
2. Violation of the Workplace Harassment policy

Lesser Violations

1. Tardiness / absences (See Policy)
2. Distracting other employees
3. Creating or contributing to unsanitary conditions
4. Performing outside work that interferes with company employment or performing outside work on company property
5. Unsafe or improper use of equipment after being instructed on the proper care and use of same equipment
6. Unauthorized use of, or improper tampering with Company equipment or property

7. Failure to wear personal protective equipment
8. Violation of the dress code or disregard for personal hygiene
9. Failure to punch in and out
10. Abuse of break and / or meal periods
11. Any other misconduct that adversely affects job performance or the working relationship with Twisted Herb

In imposing discipline on a current charge, Twisted Herb generally will not take into account any prior warnings which occurred more than nine (9) months previously. This applies to all violations except failure to pull average and missed time clock punches. In imposing discipline on a current charge for these two violations, Twisted Herb will not take into account any prior warnings which occurred more than six (6) months previously.

Substance Abuse Policy

Twisted Herb Cultivation, LLC is dedicated to having a drug-free workplace and maintaining a safe environment for its employees. Any person who is impaired by reason of drug or alcohol use poses a serious safety threat to each of us. To minimize this threat, Twisted Herb Cultivation, LLC has implemented a substance detection policy that is detailed in the following pages.

This policy includes an absolute prohibition against possession, use or sale of illegal or unauthorized drugs or alcoholic beverages in the workplace that may pose serious safety and health risks and cause irreparable damage to Twisted Herb Cultivation, LLC and its reputation with customers and the community. It is the intent of Twisted Herb Cultivation, LLC to strictly enforce the rules set forth by this policy and to protect against the use or abuse of illegal or unauthorized substances in the workplace, including but not limited to in vehicles, on equipment, or on property owned, leased or rented, controlled or operated by Twisted Herb.

Purpose

1. Maintain a safe and healthy working environment for all employees.
2. Ensure the reputation of Twisted Herb Cultivation, LLC and our employees as good, responsible citizens.
3. Reduce the possibility of injury to employees and the public.

4. Reduce absenteeism, tardiness and indifference or poor job performance.
5. Protect Company property, equipment and operations.
6. Provide assistance in the rehabilitation of any employee who, consistent with this policy, seeks help before detection in overcoming an addiction to, dependence upon or any problem with the use of drugs or alcohol.

Prohibitions

1. Use, possession, manufacture, distribution, dispensation or sale of illegal drugs or drug paraphernalia, any controlled substance, or alcohol on Company premises or Company business, in Company supplied vehicles, or during work hours.
2. Storing in a locker, desk, automobile, or other repository on Company premises of any illegal drug, drug paraphernalia, any controlled substance whose use is unauthorized, or any alcohol.
3. Being under the influence of any unauthorized controlled substance, illegal drug or alcohol on Company premises or Company business, in Company supplied vehicles, or during work hours; being under the influence of alcohol is defined as an alcohol content of .04; being under the influence of any unauthorized controlled substance or illegal drug is defined as testing positive at a specified ng/ml level: all positive drug tests shall be conclusive presumption of impairment at the time tested.
4. Use of alcohol or possession, use, manufacture, distribution, dispensation, or sale of illegal drugs on or off Company premises that adversely affects the employee's work performance, his own or others' safety at work, or Twisted Herb's regard or reputation in the community.
5. Switching, adulterating, or diluting any urine sample submitted for testing.
6. Refusing or delaying consent to testing or to submit a breath, saliva, urine or blood sample for testing when requested by management.
7. Refusing to submit to an inspection when requested by management.
8. Failing to adhere to the requirements of any drug or alcohol treatment or counseling program in which the employee is enrolled.
9. Conviction under any criminal drug statute.
10. Arrest under any criminal drug statute under circumstances which adversely affect Twisted Herb's regard or reputation in the community.
11. Failure to notify Twisted Herb of any arrest or conviction under any criminal drug statute

within five (5) days of the arrest or conviction.

12. Failure to report to your supervisor the use of a prescribed drug which may alter the employee's behavior or physical or mental ability.
13. Failure to keep prescribed medicine in its original container.
14. Refusal to complete a consent form prior to testing.
15. Refusal to complete the Chain of Custody after submission of a urine or blood specimen.
16. Failure to provide a required amount of urine for a drug screen within 3 hours of first attempt.

Drug Testing Types

All DOT tests will be split specimen tests.

1. **Pre-employment:** All candidates who have been given a conditional offer of employment will be required to take a pre-employment drug urinalysis and / or alcohol test. Applicants whose test results and interviews, combined with general reference and background checks, indicate that the applicant is currently under the influence of alcohol or is using prescription drugs other than in accordance with a physician's directions for use, or non-prescription drugs, will not be hired.
2. **Probationary:** All probationary employees will be subject to drug or alcohol testing at any time.
3. **Reasonable Suspicion Drug or Alcohol Testing:** Employees who are believed to be using or to have used drugs and / or alcohol in violation of Twisted Herb's policy may be tested if such suspicion exists. The suspicion may be drawn from specific objective and articulable facts and / or reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inference may be based upon:
 - a. Observable phenomena while at work, such as direct observation of drug and / or alcohol use or the physical symptoms or manifestations of being under the influence of a drug and / or alcohol.
 - b. Abnormal conduct or erratic behavior while at work or significant deterioration in the work performance.
 - c. A report of drug and / or alcohol use, provided by a reliable and credible source.
 - d. Evidence that an individual has tampered with a drug and / or alcohol test

- during his employment with Twisted Herb.
- e. Information that an employee has caused or contributed to or been involved in an accident while at work, including accidents involving a Company vehicle or equipment.
 - f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs and / or alcohol while working or while on Company premises or while operating Company vehicles, machinery, or equipment.
4. **Post-Accident or Injury:** Any reportable accident involving a company vehicle in which an employee receives a citation for a moving traffic violation. Any industrial work incident involving injury to self or others, and any incident that involves property damage.
5. **Random:** All employees will be subject to random drug testing. The number of tests conducted under this section annually shall equal or exceed 50% of the average number of employees annually. The employee(s) to be tested will be notified immediately prior to the test being conducted. Any employee who is subject to follow-up testing will be required to submit to a random drug test.
6. **Follow-up:** If the employee during the course of employment enters an employee assistance program for drug-related problems or an alcohol and drug rehabilitation program, the employer may require the employee to submit to a drug test as a follow-up to such program, and on a monthly, quarterly, semi-annual, or annual basis, at its sole discretion, for up to five years thereafter.

Testing Procedure

All tests sent to laboratories will be conducted and evaluated pursuant to standards adopted by DOT.

Fitness for Duty

Any employee whose alcohol test is greater than .02 and less than .04 shall be unfit for duty, sent home without pay and will receive a final written warning.

Searches

When there is a reason to believe, in the opinion of Twisted Herb Cultivation, LLC, that an employee is under the influence of intoxicants, drugs or narcotics, or is in the possession of any

intoxicants, drugs, narcotics or equipment, products or materials, which are used, or are intended for use or designed for use with non-prescribed controlled substances, Twisted Herb Cultivation, LLC may request that the employee submit to a search by Company representatives of his / her person and / or property (including offices, lockers, desks, cabinets, closets, and vehicles brought onto company premises).

Drug-Free Awareness Education Program

Twisted Herb Cultivation, LLC will provide information to inform employees about the dangers of drug and alcohol abuse, the indicators of drug and alcohol abuse, Twisted Herb’s policy of maintaining a drug-free workplace, the availability of community drug counseling and rehabilitation resources, and the penalties that may be imposed for violation of the policy.

Supervisory personnel will receive periodic training on the conduct, behavior, and treatment of drug and alcohol abuse.

Discipline

An employee who refuses to submit immediately upon request to a search of his or her person or property or to a blood test, urinalysis, “breath analyzer” test, or other diagnostic, or who otherwise is in violation of this policy is subject to disciplinary action up to and including immediate termination. An employee who refuses to submit to or cooperate with a breath, alcohol or urine drug screen test after an accident is subject to disciplinary action up to and including termination.

Drug and Alcohol Testing and Worker’s Compensation Insurance

Under Alabama Code, Section 25-5-51, workers who are injured at the workplace or in the course of employment may be tested for drugs and alcohol and if impaired, may not be paid benefits under the Alabama Worker’s Compensation Law if the injury is a result of an accident caused by drug and / or alcohol impairment.

“A positive drug test conducted pursuant to standards adopted for drug testing by the U.S. Department of Transportation in 49 C.F.R. Part 40 shall be a conclusive presumption of impairment resulting from the use of illegal drugs. No compensation shall be allowed if the employee refuses to submit to or cooperate with a blood or urine test as set forth above after the

accident after being warned in writing by the employer that such refusal would forfeit the employee’s right to recover benefits under this chapter.”

Twisted Herb Cultivation, LLC now cautions you that refusal to take an alcohol or urine drug test after an accident will forfeit your rights to recover benefits under the Alabama Worker’s Compensation Act.

Company Property

Twisted Herb property covered by this policy includes property of any nature owned, controlled, or used by Twisted Herb Cultivation, LLC, including parking lots, offices, desks, lockers, and vehicles.

Reservation of Rights

Nothing in this policy alters the fact that employees who are not part of the union’s bargaining unit are employed for an indefinite period and that either the employee or Twisted Herb Cultivation, LLC may terminate such employment with or without cause at any time for any reason. Neither this policy nor any related policies, practices, or guidelines are employment contracts or parts of any employment contract. Due to the nature of Twisted Herb’s operations and the possible need to accommodate individual situations, the provisions of this policy or of any related policies, practices, or guidelines may not apply to every employee in every situation. Twisted Herb Cultivation, LLC reserves the right to rescind, modify, or deviate from this or any other policy, practice, or guidelines as it considers necessary in its sole discretion, in either individual or company-wide situations with or without notice.

IV. COMPENSATION AND BENEFITS

Insurance

When you have completed your ninety (90) days introductory period, you are eligible to be covered under the Health and Welfare plans at Twisted Herb Cultivation, LLC. subject to the terms and conditions of each plan. Twisted Herb offers the following benefits to you:

| | | |
|-------------------|-------------------|-----------------------|
| Medical Insurance | Dental Insurance | Vision Insurance |
| Group Life | Supplemental Life | Short-Term Disability |

| | | |
|----------------------|------------------|--------------------|
| Long-Term Disability | Critical Illness | Accident Insurance |
|----------------------|------------------|--------------------|

Please see your benefits information for current coverages and premiums. If you have any questions about your medical insurance, contact human resources.

401(k)

You will be allowed to participate in the 401(k) plan after you have met the requirements of the plan. For specific questions regarding contributions, employer matching, funds and vesting rules, please see your benefits information or your human resources department.

Paid Vacations For All Full Time Employees

All vacations are earned from anniversary date (first day of employment) to anniversary date and will be taken from anniversary date to anniversary date. No more than one (1) week of vacation time can be carried over into the next year, unless it is approved by management. Any unused vacation more than one week will be forfeited. Vacation pay will be based on weekly earnings of forty (40) hours, except for drivers. Driver vacation pay will be a set amount. All vacations must be scheduled with your immediate supervisor. Any employee who voluntarily resigns and fails to give Twisted Herb two weeks' notice, shall forfeit any accrued vacation pay. Please refer to your vacation policy for more information.

Holidays

If you are an eligible employee, you will be entitled to receive the several paid holidays. The following guidelines will be used in determining eligibility for holiday pay.

For employees who regularly work four (4) or more 10-hour workdays per week, they shall be granted ten (10) hours straight time for holidays, and all regular employees who work five (5) 8-hour days or more shall be paid eight (8) hours at their regular straight time hourly rate (subject to all other qualifying provisions) for the following holidays:

- New Year's Day
- Fourth of July
- Labor Day
- Thanksgiving Day

- Christmas Day
- Anniversary date of employment
- Bi-Weekly and Salaried employees are eligible for 3 floating holidays to be used at their discretion with manager's approval after completion of one year of service

In order to be eligible for the paid holidays, the employee must meet the following three (3) conditions:

1. The employee would otherwise have been scheduled to work on the holiday if it had not been observed as a holiday,
2. The employee works the last scheduled working day prior to the holiday and the next scheduled working day after the holiday, unless prevented through no fault of the employee or excused absence by Twisted Herb and has done some work within thirty (30) calendar days prior to the holiday, and
3. If scheduled to work, the employee actually did work on the holiday.

When any holiday specified above falls on a Sunday and the Monday following is observed as the holiday by the State or Federal Government, the Monday shall be deemed the holiday. For employees who work on night shift, the night before the holiday will be celebrated as the holiday.

An employee failing to work on a holiday when he volunteers to do so or is scheduled to do so shall forfeit any claim to holiday pay.

A holiday is a workday of 24 hours, embracing at least a part of the calendar day celebrated. This means night shift will work their regular shifts on a part of the calendar holiday without extra pay.

Employees will be able to take their anniversary and birthday holidays no sooner than ten (10) days prior to the holiday nor later than 180 days after holiday. Employees must schedule these holidays five (5) days in advance with their immediate supervisor.

Bereavement Leave

A regular employee, upon notification to his / her supervisor, will receive necessary time off, up to two (2) days with pay, to attend the funeral of any of the following regular employee's relatives: husband, wife, child, mother, father, sister, brother, grandparent, mother-in-law, father-in-law, or spouse's grandparents. Twisted Herb will pay the regular employee's normal and regular compensation for this time off because of the death and funeral of the above-specified family members. The two (2) days off with pay shall be within the period of the day of the death and the day of the funeral. The employee may be required to provide proof of funeral attendance.

Civic Responsibilities

Twisted Herb recognizes the privileges and duties of citizenship and encourages you to accept your civic responsibilities. Therefore, time off will be granted according to Twisted Herb policy and state laws for:

Jury Duty and Subpoena Duty

Full-time employees absent from their scheduled work shift to serve on a jury or as a witness in a legal proceeding pursuant to a valid subpoena will be paid for eight (8) hours a day for jury duty, and may keep the money that they receive for jury duty. If you are called but then released from serving on a jury during normal working hours, you are expected to report to work as soon as you are released. Witness pay will not be paid in situations when subpoenas are issued in suits where the employee or the employee's family members are either the plaintiff or defendant.

Please notify your supervisor as soon as you are called for jury duty so that he or she can arrange for your replacement during jury duty.

Military Leave

Twisted Herb is committed to protecting the job rights of employees who serve in the United States' uniformed services. Employees who are required to fulfill military obligations will be given the necessary time off to meet those commitments. Twisted Herb complies with the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and all applicable state laws governing military leave, reemployment and/or reinstatement.

An employee requiring military leave, whether for training or active duty, should notify his/her supervisor and Human Resources as soon as the employee receives orders for training or duty.

Once notification has been made, the human resources department will issue a letter to the employee stating his/her rights and responsibilities under USERRA. Supervisors receiving an employee's request for military leave should also contact the human resources department immediately.

Upon completion of uniformed service and upon timely application for reemployment, employees are eligible for reemployment in a manner consistent with controlling federal and state law.

V. MISCELLANEOUS INFORMATION

Care of Equipment and Machinery

Twisted Herb has invested many dollars in equipment and machinery which are designed to enable you to do your work more efficiently. Your cooperation in the care and use of this equipment is necessary to maintain it in good condition. Defective equipment could pose a danger to you or your co-workers. Therefore, if any of your equipment is defective, please notify your supervisor immediately so repairs or replacements can be made.

Break Room

A break room has been provided for all employees by Twisted Herb for their comfort. Please remember that it is your responsibility to clean up any trash or messes after you have completed your lunch period or break.

There will be no food, lunch or drink containers allowed in the cultivation areas. All food and drink items are to be kept in the break room. If you lose money in one of the machines, do not kick, hit, or damage the vending machine in any way. Report lost money to your supervisor.

Good Housekeeping

One sure indication of an efficient worker is the condition and appearance of his or her work area. Orderliness in your work area reduces accidents, improves health conditions, reduces fire hazards and adds to the efficiency of your work. We can all help by placing trash in the containers provided and by applying a few simple rules and tidiness. It is everyone's responsibility to help keep our warehouse, office, and work areas clean.

Smoking

In accordance with the various city ordinances and company requirements, smoking regulations have been established. Smoking is not permitted anywhere on the property. The use of electronic cigarettes also applies to this policy. They are prohibited.

Mobile Devices

Cell phones, tablets, laptops, blackberries, kindles, I-phones, I-pads, I-pods, or any other mobile device are prohibited from use in the cultivation areas. This is a safety violation and usage of these devices inside the cultivation areas will result in immediate suspension on the 1st offense.

Personal Telephone Calls

Twisted Herb's telephone lines are usually busy with business calls. We recognize the need for occasional personal calls, but they must be kept to a minimum. If you are away from a telephone, messages will be delivered to you in case of emergency only. Use of our Company line for personal calls is strictly prohibited.

Advances and Receivables

Cash advances and employee charges are not allowed.

Visitors

Due to Twisted Herb's insurance and safety policies, visitors will not be permitted in the cultivation or secure areas unless a prearranged appointment has been made with management. There are no exceptions to this rule, so please make your friends and family aware of the policy.

Solicitation

Twisted Herb Cultivation, LLC prohibits the solicitation, distribution and posting of materials on or at Company property by any employee or non-employee, except as may be permitted by this policy. The sole exceptions to this policy are charitable and community activities supported by Twisted Herb Cultivation, LLC management and Company- sponsored programs related to Twisted Herb Cultivation, LLC products and services.

Non-employees may not solicit employees or distribute literature of any kind on Twisted Herb

premises at any time. Employees may only admit non-employees to work areas with management approval or as part of a Company-sponsored program. These visits should not disrupt workflow. Twisted Herb employees must accompany the non-employee at all times. Former employees are not permitted onto Company property except for official Company business. Employees may not solicit other employees during work times, except in connection with a Company approved or sponsored event. Employees may not distribute literature of any kind during work times, or in any work area at any time, except in connection with a Company-sponsored event. The posting of materials or electronic announcements are permitted with approval from Human Resources. Violation of this policy should be reported to Human Resources.

Personnel Files

The Human Resources department maintains personnel files for each employee. These files are the property of Twisted Herb Cultivation, LLC. These files contain documentation regarding all aspects of the employee's tenure with Twisted Herb such as performance appraisals, beneficiary designation forms, disciplinary warnings, and letters of commendation. The records are maintained for payroll and possible emergency situations. You may review your personnel file by appointment only and an HR representative must be present while you review your file. You may not remove anything from your file. If you are interested in reviewing your file, contact your supervisor to schedule an appointment. Your supervisor keeps weekly records of your work performance, tardiness, absences, accidents and those disciplinary actions which go into your personnel file. He or she does this to have factual information regarding your progress so he or she can help you improve.

To ensure that your personnel file is up to date at all times, notify the Human Resources department of any changes in information such as:

1. Your name,
2. Telephone number,
3. Home address,
4. Beneficiary designations
5. A birth or death in your family
6. A change in income tax dependents
7. A marriage or divorce

8. Names of individuals to notify in case of an emergency.

Updates and / or changes to personal information are the responsibility of the employee.

Workplace Searches

All articles carried in or out of any Company facility will be subject to inspection by Company Supervisors or Security Officers without notice.

Employees are expected to surrender all items for an inspection at the request of any Company Security Officer or Supervisor. Employees are also expected to open hand carried items such as purses or bags so that they may be inspected. Employees who refuse this inspection will be told to leave the property immediately, and may be subject to termination from employment with Twisted Herb Cultivation, LLC.

Visitors and other outside persons are expected to abide by these rules as well. Failure to cooperate with Security Officers or Supervisors may result in notification of local authorities and permanent expulsion from Company property.

This policy is intended to promote safety and loss prevention. There are no exceptions to this policy.

VI. SAFETY

Twisted Herb Cultivation, LLC is committed to providing a safe working environment. With this commitment, Twisted Herb complies with relevant federal and state occupational health and safety laws to develop the best feasible operations, procedures, technologies, and programs conducive to such an environment.

Twisted Herb policy is aimed at minimizing the exposure to our employees, customers, and visitors to health and safety risks. To accomplish this objective, each employee is expected to work diligently to maintain safe and healthful working conditions and to follow proper operating practices and procedures designed to prevent injuries and illnesses.

Your welfare and safety and that of your co-workers depends upon your physical and mental

condition as well as attention to safe working procedures. Every accident, however slight, and whether or not there is an injury involved, must be reported immediately to your supervisor so that it may be investigated and the causes corrected. If you are aware of any unsafe or hazardous condition, it is your responsibility to report this information to your supervisor. Employees who fail to report unsafe conditions and /or employees who are repeatedly involved in accidents after safety training shall be subject to discipline.

Please refer to your enclosed Safety, Health, and Environmental Guidelines and Rules for specific information.

Reporting Injuries

Twisted Herb Cultivation, LLC will rely on trained medical authorities to administer medical attention to employees. Employees that have first aid training may provide first aid as an act of a Good Samaritan. Additionally, minor first aid may be self-administered by the affected employee.

1. See your supervisor or, if applicable, the facility nurse should you need first aid.
2. Any injury, no matter how minor, must be reported immediately to the safety officer, nurse, or your supervisor and first aid administered, if required. An injury that is not reported prior to leaving company premises becomes questionable as to work-relatedness. Failure to properly report an injury may result in disciplinary action.
3. If an employee feels sick, they must report the case to their supervisor immediately.
4. Work related illnesses are to be handled in the same manner as work related injuries.
5. Do not attempt to remove any foreign body lodged in your eye or in the eye of another employee unless accomplished by rinsing. Professional medical attention is required.
6. If the services of a doctor are required, the Manager will arrange for such service. An "Authorization for Medical Treatment" form must accompany any Employee sent for outside medical treatment. After treatment, a copy of the authorization form, with the doctor's report of treatment rendered and any restrictions shall be given to the Manager.
7. When an injured Employee cannot come back to work, it is the employee's responsibility to keep Twisted Herb informed of any change(s) in his/her condition and to forward any doctor's report to the nurse.
8. Do not attempt to move an employee who has sustained a fall unless the employee is in

imminent danger of further injury.

Crime Prevention & Techniques

We have installed twenty-four-hour alarm systems in all facilities where cannabis or medical cannabis products are present. Such alarms must always be fully operational, securing all entry points and perimeter windows, be equipped with motion detectors and pressure switches, and must cover all areas where cannabis or medical cannabis products are delivered, received, handled, stored, prepared, processed, tested, packaged, labeled, or readied for transport. Employees should never tamper with or alter these systems, and any errors or malfunctioning equipment must be reported to the manager or supervisor on duty immediately.

Reception areas and personnel adjacent to ingress and egress points shall have ready access to duress panic and hold-up alarms that may be activated in the event of access by unauthorized personnel or intruders. All employees will be trained on the location and use of these devices. Devices must never be activated except in an actual emergency.

Broadcast communication devices (cell phones, intercom equipment or the like) must be: carried by each employee when they are working in locations without such equipment installed. Employees must ensure these devices are accessible for communication by all personnel at all times, and particularly at perimeter ingress/egress stations, facility reception areas, and the security office. Employees must check and be aware that all devices and equipment must provide information with sufficient clarity to be heard and understood by all personnel and visitors within earshot of the employee receiving the communication.

Our audio/video surveillance system will be in continuous operation 24 hours per day. Employees should have no expectation to privacy while at work, except in restrooms. Cameras will be fixed in place covering both the interior and exterior of the each 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. Surveillance is also compulsory in company vehicles, with cameras capable of identifying individuals clearly, and picking

up sound at 20 decibels or greater.

Employees understand that the perimeter and any outdoor premises of our facility are surrounded by a fence or barrier designed to prevent access by unauthorized persons and to limit the visibility of our cultivation operations, and that these fences and barriers must have sufficient lighting to allow for the proper functioning of related 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. Employees must regularly check the lighting system, fencing, and barriers for deficiencies, and report these to management immediately when discovered.

For safety purposes, employees are advised that exterior doors are reinforced to withstand unlawful forcible entry, and employees should take great care to ensure that exterior doors shall, at all times, remain locked against outside intruders, while allowing free egress by the facility's occupants in the event of an emergency. Employees agree to abide by a keycard system for access to these doors. Keycards should never be mutilated or tampered with, and employees should never lend or otherwise make available their keycards for use by any other person.

Because exterior walls and windows of our facility are reinforced to withstand unlawful forcible entry, employees must pay special attention to ingress and egress points, and methods of evacuation in the event of an emergency.

Security guards employed by our facility will be armed. These guards are third party contractors with proper authorizations and certifications in security and weaponry. Employees should never fraternize with security guards while they are actively on duty, nor should employees ever handle, tamper with, or otherwise use any equipment intended for security guards.

Employees will be trained in the use of strict access controls to protect areas where cannabis or medical cannabis and daily monetary receipts are handled or stored – in a secured, locked room or vault with minimal access. Employees, while on duty, will be required to wear identification badges that clearly identify them as employees.

All employees will help to ensure that 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 our premises. Should there be any suspicion of theft or diversion of cannabis or cannabis products, employees are required to report this to management immediately to guarantee that we can alert the Commission to any such events within 24 hours of the event or its discovery.

Twisted Herb Cultivation, LLC Alabama Distributing Company, Inc.

ACKNOWLEDGMENT OF RECEIPT

Of Twisted Herb Cultivation, LLC Employee Handbook

I hereby acknowledge receipt of this handbook and recognize my obligation to be aware of and understand its contents. I further acknowledge I have reviewed and understand this handbook and will abide by it. I acknowledge that as a condition of employment, I must follow the terms and conditions outlined therein.

Employee Name (Print)

Date

Employee Signature

Date

PART II: Standard Operating Procedures

12.1 – SOPs – IT PLAN

Ensuring Accurate Recordkeeping: We will obtain, install, and maintain our internal tracking systems through a third-party inventory system, which we will confirm post-licensure, which will interact with, as applicable, the Alabama Medical Cannabis Patient Registry System, the Statewide Seed-to-Sale Tracking System, and the AMCC website. Ala. Admin. Code r. 538-x-4-.07.12.o.01. We will ensure that our third-party inventory and tracking system properly interfaces with the Statewide Seed-to-Sale Tracking System and the Patient Registry System. Upon licensure we will demonstrate proof of purchasing and accessing our IT platforms, and our platforms will be regularly maintained and properly updated. Ala. Admin. Code r. 538-x-4-.07.12.o.01.

We will consistently maintain and annually review our plan for ensuring accurate recordkeeping, compliance with inventory protocols, and coordination of information and systems with vendors, patients, and others, as applicable. Ala. Admin. Code r. 538-x-4-.07.12.o.01. We will support, participate in, and contribute to the Statewide Seed-to-Sale Tracking System, and our technology and

uploads to the Statewide Seed-to-Sale Tracking System will be sufficient to allow access by the AMCC, and, to the extent necessary and appropriate, patients and caregivers, qualified certifying physicians, other state agencies, vendors, other licensees, and law enforcement personnel, for all purposes as applicable. Ala. Admin. Code r. 538-x-4-.05.04. We will train all employees on their duties with our IT system and test their proficiency in the system before they begin any duties. All employees will fulfill their assigned duties and will learn to interact appropriately with the patient registry, the AMCC website, or the Statewide Seed-to-Sale Tracking System. Ala. Admin. Code r. 538-x-4-.05.05. These individuals will undergo pre-employment and pre-commencement IT certification administered by a third-party IT provider, or another as designated by the AMCC, for each database with which they must interact, demonstrating their proficiency in respect to those databases. Ala. Admin. Code r. 538-x-4-.05.05.

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

Compliance with Inventory Protocols: Upon licensure and an announced inspection, we will make our facilities, personnel, operations, and documentation available for review and auditing at the request of the AMCC inspector, and we will make available all IT files, including but not limited to our test results, any third-party inventory control and tracking systems, and the Statewide Seed-to-Sale Tracking System. Ala. Admin. Code r. 538-x-4-.02.02.b.02. Upon licensure, our third-party inventory and tracking systems, will properly interface with the Statewide Seed-to-Sale Tracking System and, as appropriate, with the patient registry. Ala. Admin. Code r. 538-x-4-.05.04. Product tracking information will be updated in our databases at least daily and will be maintained for a minimum of six years (or more if requested by the AMCC, law enforcement personnel, or a court system with jurisdiction over a related matter). Ala. Admin. Code r. 538-x-4-.05.01.

We have a detailed plan for our cultivation operations to inventory and track cannabis and medical cannabis within the facility and to interface with the Statewide Seed-to-Sale Tracking system. Ala. Admin. Code r. 80-14-1-.04.05.g; Ala. Code § 20-2A-54(b)(2). We will enter all transactions into the Statewide Seed-to-Sale Tracking System operated by the AMCC, including at a minimum the inventory of cannabis plants in our cultivation facility, the location of the cannabis when it leaves the cultivation facility, and the documentation showing any plants or cannabis material destroyed and disposed of at the facility. Ala. Admin. Code r. 80-14-1-.17.01.

In the event of a recall, our notification protocols will alert other licensees and the AMCC through our internal inventory system and the Statewide Seed-to-Sale Tracking System. Ala. Admin. Code r.

538-x-4-.07.12.o.04. If aspects of our IT plan contributed to unsafe conditions requiring a recall, we will analyze and adjust our IT plan and internal protocols and processes to avoid recurrence.

Coordination of Information and Systems: We will coordinate our information and systems with vendors, customers, and others based on our detailed plan to inventory and track cannabis and medical cannabis within the facility and to interface with the Statewide Seed-to-Sale Tracking System. Ala. Admin. Code r. 80-14-1-.04.05.g; Ala. Admin. Code r. 538-x-4-.05.04.

Working with the Statewide Seed-to-Sale Tracking System, we will retain a record of the date, time, amount, and price of each sale or transfer of medical cannabis, access to and coordination of which will be paid for and maintained by us. Ala. Code § 20-2A-54. At the time of transferring any medical cannabis to another licensee, our Inventory Manager will enter the relevant information into the Statewide Seed-to-Sale Tracking System (and attach to the package containing the medical cannabis) all applicable information required by the AMCC.

We will adopt and use primarily a third-party inventory control and tracking system that is capable of interfacing with the Statewide Seed-to-Sale Tracking System to allow us to enter or access information in the Statewide Seed-to-Sale Tracking System as required, and we will pay for and maintain our system. Our inventory tracking system will feature all capabilities necessary to comply with the applicable requirements and more. Ala. Code § 20-2A-60.

12.2 – SOPs – PLAN FOR MAINTENANCE AND STORAGE

We are committed to maintaining and storing cannabis in a way that prevents contamination, diversion, and loss in compliance with all relevant regulations and requirements from the AMCC. Ala. Admin. Code r. 538-x-3-.05-3.m.16.b. Our cultivation facility will feature numerous process controls, protocols, and SOPs for maintaining and storing our cannabis safely and compliantly, and our employees will be thoroughly trained on all applicable procedures before beginning operations.

Managers will train all employees in their respective departments on all SOPs for secure storage and recordkeeping, including SOPs for accessing the vault, secure storage areas, and any restricted access areas (“RAAs”) housing plants or in-process materials. We will require all employees to complete training on storage SOPs and access to RAAs prior to beginning work at our facility. Our storage SOPs will integrate those for recordkeeping activities as well. Employees will be required to log all storage activities in our electronic inventory control system and Statewide Seed-to-Sale Tracking System to ensure traceability of all medical cannabis within our facility, no matter what stage of cultivation the item is undergoing.

We will teach employees that medical cannabis should only be moved into and out of storage areas when necessary, and only when directed and accompanied by a manager. Managers will supervise all movement of products in and out of the vault or secure storage areas. Overnight, all products will remain securely locked and stored until a manager and employees arrive the next morning to begin facility operations.

We will store all cannabis seeds, immature plants, mature plants, drying and curing plant material, and completed plant material inside of our enclosed, locked storage room or vault within our cultivation facility. Ala. Admin. Code r. 80-14-1-.04.03.b. The secure storage room will also be equipped with an industry-standard commercial-grade alarm system to alert of unauthorized entry. Ala. Admin. Code r. 80-14-1-.04.05.a.

Once harvesting and curing are complete, cultivation employees will move all completed plant material into the facility vault, where it will be stored in secure storage containers until it has passed testing for potency and contaminants (if designated for patient/caregiver sale) or until ready to ship the material to processing licensees for extraction and formulation of medical cannabis products. When plant material that is designated for sale has passed testing, cultivation employees will move the material to a designated RAA for final packaging and labeling, and once complete, cultivation employees will transport the material to the final product vault to await sale.

Once plant material has passed testing, undergone packaging and labeling, and is ready for sale to other licensees, employees will move inventory ready for sale from the in-process to the final product storage vault or secured, locked room. Keeping inventory ready for sale separate from other facility inventory serves several purposes to enhance product safety and inventory security. All cannabis that has not passed testing for potency and contaminants will remain in the vault, while cannabis that has been tested, packaged, and approved for sale will be in a separate storage area.

We will conduct regularly scheduled maintenance and cleaning of all storage areas to ensure that they are properly maintained and kept in a clean and orderly condition, free from infestation by insects, rodents, birds, and pests. A minimum of once every two weeks, a manager with appropriate clearance will provide access to storage areas and will supervise employees as they perform all necessary maintenance and cleaning.

The vault and secure storage area will be climate controlled, with specific temperature and humidity settings in place to maintain a cool, dry, and low humidity environment optimal for maintaining the integrity and quality of all medical cannabis. These measures will also prevent conditions in the room from becoming hospitable to potential bacteria or pests, which could potentially further compromise the integrity of the cannabis in storage. Our dry/cure room will have

its own temperature and humidity control panel to ensure conditions within the room are within optimal ranges for the drying and curing process. Storing our cannabis within strict moisture and temperature controls will mitigate the development of mold or other contaminants on our products that could harm Alabama patients. We will also employ Integrated Pest Management (“IPM”) techniques in all areas where cannabis is cultivated or stored. Additionally, we will incorporate odor controls, such as ONA gel, positive pressure air systems, and air curtains, to prevent odors from escaping storage areas or contaminating other products.

Limitation of Access: To mitigate theft and diversion, we will limit access to cannabis storage areas to essential personnel by position, which may include our Leadership, Inventory Manager, and other select authorized staff members. Our SOPs will identify the personnel with authorization to access our storage areas and will be updated pursuant to change. Furthermore, all storage areas will feature key-card access doors with commercial-grade alarms and locks to notify our facility of any unauthorized entries. Ala. Admin. Code r. 538-x-3-.05.03.m.16.k.i. We will post signage at the entrance to each RAA notifying personnel that access is restricted and identifying which employees are permitted to access the area. All cannabis and cannabis related items will be highly secured and monitored to prevent theft and diversion. Our surveillance systems will provide 24/7 continuous monitoring of facility entry points and all Restricted Areas such as our cannabis storage area. Ala. Admin. Code r. 538-x-3-.05.03.m.16.k.iii. We will maintain security of cannabis and related items by maintaining a secure and locked storage area, logging the quantity and quality of all cannabis and cannabis related products into our inventory management system, limiting and restricting access to authorized personnel, and maintaining a 24/7 video surveillance of the storage area.

12.5 – SOPs – CRIMINAL ACTIVITY PLAN

Our criminal activity plan details the steps to be undertaken in the event of discovery of criminal activity related to cannabis or medical cannabis within our possession and control. We will maintain, review, and update policies to report theft, diversion, or other loss of cannabis or medical cannabis to the AMCC and to law enforcement within 24 hours of the event or its discovery. Ala. Admin. Code r. 538-x-4-.07.12.o.05. Once discovered, management will initiate notification and investigation protocols to determine the cause of the criminal activity and will update internal procedures to mitigate any further criminal activity in the future. We will always comply with all investigations into criminal activity at our facility. We recognize the Alabama State Law Enforcement Agency, or a local law enforcement agency may search our operations where there is probable cause to believe that a criminal law has been violated and the search is conducted in conformity with constitutional and

state law. Ala. Code § 20-2A-7(f). We understand the AMCC may notify appropriate authorities regarding any misconduct, and we will cooperate fully in any criminal investigation that may lead to the imposition of charges and penalties against our business or any associated entity or individual. Ala. Admin. Code r. 538-x-4-.22.09. We will immediately report to the AMCC and local law enforcement any trespassing on our property or unlawful entry into our facility. If a trespasser manages to enter the facility, employees will avoid the individual and shelter-in-place by remaining where they are, locking any entrances, activating the silent alarm, and contacting 911. In the event of an armed robbery, employees will follow the procedures outlined in our Security Plan. After an event, management will conduct a diversion/theft investigation after any facility interior trespassing event to determine how the unauthorized individual gained access to the facility and if diversion or theft occurred.

Safety of Employees: We will conduct our operations to refrain from any violation that could pose a danger to the safety of our employees, patients, caregivers, or the public. Ala. Admin. Code r. 538-x-4-.02.04.b.01. The safety of employees and others on the premises starts with screening for individuals through a national criminal background check. Prior to appointment, employment, or service to our operations, all officers, employees, contractors, and other individuals performing work of any character who would have access to cannabis, a medical cannabis facility, or related equipment or supplies, must submit to a state and national criminal background check. Ala. Code § 20-2A-59(a). Employees will undergo no less than ten (10) hours of continuing education of medical cannabis education and no less than five (5) hours of safety training that will include safety pertaining to criminal activity. Ala. Admin. Code r. 538-x-4-.04.02.b. All employees will complete comprehensive safety training prior to beginning work at our facility, which will include instruction on the facility's Emergency Action Plan ("EAP"), which we will construct to comply with all applicable regulations from the Bureau and the federal Occupational Safety and Health Administration ("OSHA").

Our highest priority in operations is the safety of all personnel and visitors at our facility. Pursuant to guidelines from OSHA, we will establish an Emergency Response Team ("ERT") composed of our Chief Operating Officer ("COO"), Chief Compliance Officer ("CCO"), Director of Security ("DOS"), and HR Manager. The ERT will: conduct research and compile our emergency and safety procedures, including general emergency response plans, a fire plan, and procedures for security breach and armed robbery response; train employees on these policies; and, supervise evacuations and other emergency response activities. Our ERT will maintain and review at least annually our criminal activity plan. Ala. Admin. Code r. 538-x-3-.05.03.m.16.e.

Reporting Criminal Activity: Our ERT will construct guidelines and procedures for reporting to and communication with regulatory bodies, law enforcement, and other licensed medical cannabis organizations. We will implement and train staff on these guidelines prior to our facility beginning operations. We will develop procedures for notification of the AMCC and law enforcement in accordance with the reporting requirements. Procedures will include when notification is required, who is to be notified, how notification is to occur, and who is responsible for performing the notification. A designated manager will notify the AMCC, the Alabama Police, and local law enforcement immediately after discovering any adverse loss, diversion, theft, criminal activity, or suspected criminal activity at our facility or from any vehicle transporting medical cannabis to or from our facility.

Our employees will be trained to contact 911 in the event of an emergency. In the event of any criminal activity, staff will contact law enforcement having jurisdiction over the area to report that a crime has been committed. We will keep lists of emergency phone numbers by all landline telephones. We will designate a member of management responsible for immediate notification of local law enforcement and notification of the AMCC within 24 hours becoming aware of any alarm activation, event requiring response by public safety personnel, breach of security; or, failure of the security alarm system due to a loss of electrical support or mechanical malfunction that is expected to last longer than 24 hours. All notifications will include details on the reported incident and any corrective measures taken. We will maintain records of all notifications in an auditable form for at least four (4) years (although not required by law) after providing the notification.

Preservation of Cannabis and Maintaining Access: We will maintain a plan, and review at least annually, steps to be taken for the preservation of cannabis or medical cannabis and the reasonable efforts to maintain access to medical cannabis by those who depend on it. Ala. Admin. Code r. 538-x-4-.07.12.o.04. This will include steps for maintaining secure storage of our cannabis stock, maintaining adequate cannabis stock so that patients/caregivers can receive their medicine, notification procedures to our partner licensees and affected patient/caregivers, and communication with the AMCC and all law enforcement agencies. We will provide and maintain a plan for sufficient staffing of security guards at each facility where cannabis and medical cannabis is present to reasonably ensure the safety of employees and others on the premises; and at a minimum, we will provide one (1) security guard per facility during our facility's business/operating hours. Ala. Admin. Code r. 538-x-3-.05.03.m.16.k.vii. Our parking lot will be monitored and supported for the reasonable safety and security of employees and visitors.

We will also maintain strong relationships with supplying licensees to be able to provide cannabis stock in a short time frame should ours be compromised by criminal activity. After a criminal event occurs, we will notify these licensees of our need for additional cannabis stock immediately. We will also comply with recommendations from the Drug Enforcement Administration (“DEA”) for pharmaceutical facilities handling controlled substances. For example, we will store medical cannabis and products at in compliance with DEA requirements for Schedule I controlled substances identified in Title 21, Part 1301.71 - 1301.77 of the Code of Federal Regulations, using securely locked safes or steel cabinets bolted to the ground in our secure storage room.

12.6 – SOPs – EMERGENCY PROCEDURES/DISASTER PLAN

We are committed to compliant and safe operations focused on emergency preparedness and adequately responding to emergencies to maintain employee and visitor safety and to assist in maintaining accountability of all medical cannabis and maintaining access for those who depend on it. Ala. Admin. Code r. 538-x-3-.05.03.m.16.f. To mitigate danger to employees and others on the premises, employees will undergo no less than five hours of safety training including safety pertaining to criminal activity. Ala. Admin. Code r. 538-x-4-.04.02.b. Our DOS and Security Officers will train staff on responding to various emergencies and natural disasters before they begin work. In response to an emergency, we will conduct the following procedures: assess the nature and scope of the emergency to determine which emergency service should be notified; determine the source of the impact, such as a specific employee, process, or outside event; implement measures to minimize damage; Contain the emergency and prevent it from spreading, such as by evacuating employees; maintain detailed records of all steps taken; notify all relevant personnel, including management, IT personnel, security, law enforcement, the AMCC, and any affected individuals or businesses; identify and document the extent of the emergency; and, immediately make a forensic copy of applicable surveillance devices, which may be used for later analysis or serve as evidence.

Employees will also be trained on various medical emergency situations. We will install easily accessible voice dialing phone systems, so that employees may more easily contact emergency services. We will keep emergency kits in marked locations throughout the facility for quick access in an emergency. Staff will check the emergency kit once per month to verify all contents are present, in working condition, and unexpired. We will also keep an emergency kit inside a designated “shelter in place” location in case severe weather approaches quickly and evacuation is not possible. Our “shelter-in-place” location will be an interior room or rooms within our facility, with space to take refuge. We will also designate an Emergency Response Team (“ERT”) to oversee all emergency plans

and protocols at our facility. The ERT's emergency plans will include procedures for employees to follow in the event of a hazardous situation, security breach, armed robbery, or violent event. The ERT will also develop any additional procedures as required by the AMCC in response to any special security concerns.

If a potential threat or hazardous situation is present outside of the facility, any employee on site will inform other employees and visitors of the threat, remain indoors, verify that all facility entrances are locked, and stay away from doors and windows. Employees will be trained to keep hazards outside and if possible, not allow any hazard or violent individual to access the inside of the facility. If a threat, hazard, or suspicious individual enters the facility, employees will contact security personnel immediately. Primarily, employees will immediately call 911 or contact law enforcement agencies in response to a potential threat or suspicious individual.

Preservation of Cannabis/Medical Cannabis: We have also developed specific protocols for preserving all cannabis or medical cannabis products at our facility. To maintain an adequate stock of medical cannabis reserved for distribution to patients and caregivers in case of emergency, we will regularly set aside a portion of our cannabis in the secure storage area marked as "in case of emergency." Our facility and secure storage areas will feature environmental controls to preserve cannabis in ideal conditions. Detection equipment, including a professionally monitored fire alarm, will be present throughout the facility to alert building occupants of any emergency conditions. A qualified alarm technician will test all detection equipment at least every 30 days, and we will keep all equipment in good working order. We will strategically position fire alarms to be visible, audible, or perceivable from any location in the facility. A fire sprinkler system will provide coverage throughout the facility to immediately suppress any fire. All facility exterior doors will allow free egress by the facility's occupants in case of an emergency. Ala. Admin. Code r. 538-x-3-.05.03.m.16.k.v. Fire extinguishers will be located throughout our facility, with as many available as is feasible for our space and recommended by the local Fire Department. Our facility will also feature other fire suppression equipment, such as overhead sprinklers and partitionable HVAC systems to prevent a fire from spreading from one room of our facility to another. As a coastal state, Alabama is at a relatively high risk for floods and hurricanes. In the case of flooding, we will train personnel to quickly respond to the threat to human health. Management will monitor persistent rains and storms within one hundred miles using online weather monitoring services, and severe weather alerts will be regularly communicated to personnel via company email, phone calls, and/or announcements over the facility's communication system (e.g., a speaker system).

Reasonable Efforts to Maintain Access: Following an emergency, we are committed to taking reasonable steps to maintain access to medical cannabis for those who depend on it. We plan to develop and maintain a stock of cannabis reserved for dispensing in case of emergency. In the event of an emergency that might compromise the safety of the cannabis at our facility, proper procedures for the safe removal, secure transportation, and compliant temporary storage are paramount to preserving the integrity of our cannabis and protecting the safety of our Alabama patients. Though the AMCC has yet to provide guidance on permitted activities following an emergency or disaster, should an emergency or disaster occur, we will request on a Temporary Variance from the AMCC and receive approval before implementing our procedures in case an emergency renders our business unable to comply with regulatory requirements. Ala. Admin. Code r. 538-x-1-.08-1; 538-x-4-.08.06. Once approved, our plan will begin by removing cannabis stock in an orderly and secure fashion by collecting secure storage containers and loading them into emergency transportation vehicles. Staff will ensure that all cannabis that can be preserved by removal is tracked via a handwritten removal log and the Statewide Seed-to-Sale Tracking System, if the emergency allows. Any cannabis removed that was not tracked and recorded initially will be inventoried once the cannabis is secure in its temporary storage location. After being removed from our primary facility, cannabis stock will be transported to a secure temporary storage facility (if permitted by the AMCC), from which it can be safely dispensed to patients. To the extent possible, this temporary secure storage area will meet all requirements for secure storage of cannabis and will be fitted with commercial locks and alarm systems. Access protocols will remain the same and only designated employees will handle and transfer cannabis between the storage area and other areas of the temporary facility.

We will also proactively communicate with our patient and caregiver base following an emergency to facilitate their access to medical cannabis. We will send out notifications via all available communication channels to inform patients and caregivers and other licensees that an emergency or disaster has occurred and where and when they will be able to source their medical cannabis following the event. However, should the AMCC provide any guidance that differs from our proposed plan, we will alter our procedures to be compliant with any applicable regulatory requirements. Though we may not be able to immediately ship cannabis following an emergency, we will take reasonable steps to do so compliantly as soon as possible.

12.7 –SOPs – ALCOHOL, SMOKE, AND DRUG FREE WORKPLACE POLICY

We will maintain and review annually following this application process, a clear written Alcohol, Smoke, and Drug Free Workplace Policy, which will also be included in our Employee Handbook

and/or Policies and Procedures Manual. Ala. Admin. Code r. 538-x-3-.05.03.m.16.g. Maintaining our workplace as alcohol, smoke, and drug free is paramount to maintaining an environment of security, safety, and health for our employees, patients, and any visitors at our medical cannabis facility. Our HR Director will maintain records related to the policy, including the detailed written policy itself and copies of signed employee signature pages confirming understanding of and consent to the policy, all of which will be available to the AMCC. We will require staff to sign documents stating they understand there is zero tolerance for alcohol and drug use at the workplace and they will abstain from such use during work hours or while on our premises.

We are committed to maintaining a safe, alcohol-free, smoke-free, and drug-free work environment for all employees, agents, customers, and visitors. We will therefore explicitly prohibit the use, possession, solicitation for, or sale of personal cannabis, illegal drugs, alcohol, cigarettes, tobacco products, or prescription medication without a prescription on facility premises or while performing work-related assignments. All employees will complete training on our alcohol, smoking, and drug-free policy during onboarding and will read and consent to the policy in writing. Being impaired or under the influence of legal or illegal drugs or alcohol away from company premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or damages our organization's reputation, may result in immediate job termination.

We will prohibit the presence of prohibited substances in employees' urine while at work on company property, or while on company business. We may therefore ask employees to submit to a drug and/or alcohol test at any time management feels that an employee may be under the influence of drugs or alcohol. Any company employee involved in an on-the-job accident or injury under circumstances that suggest the possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. If an employee is tested for drugs or alcohol outside of the employment context, such as by law enforcement, and the results show a violation of this policy, or if an employee refuses a request to submit to testing under this policy, the employee may be subject to appropriate disciplinary action, including discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

At all our facilities, we will have surveillance cameras in place to monitor and record staff activity continuously. The cameras, along with "Cameras in Use" signs, will be in conspicuous areas to discourage staff from engaging in any acts which would violate the maintenance of an alcohol, smoke, and drug free workplace. Management will also monitor staff conduct by observing daily operations

and make explicit notes if they suspect any activity violating this plan. We will prohibit staff from working while under the influence of any drugs or alcohol, including medical cannabis. Also, all staff is subject to random drug screenings, which can serve as a deterrent for employees.

We will have the proper standard operating procedures (“SOPs”) in place that guarantee this zero-tolerance policy for alcohol- and drug-use which will outline the following steps and more, updated accordingly as the business begins and continues operation. Employees will be subject to testing based on (but not limited to) observations by the supervision of apparent workplace use, possession, or impairment and a member of the management team will be consulted before sending an agent for testing. Employees will also be subject to testing when they cause or contribute to accidents that seriously damage a company vehicle, machinery, equipment, or property or result in an injury to themselves or another employee requiring offsite medical attention in which there is a reasonable basis for concluding that drugs and/or alcohol use could have contributed to the incident.

In addition to random drug tests, we will also train management accordingly to uphold our SOPs and written policies. These trainings will help those in management identify key indicators of potential violations of the alcohol, smoke, and drug free workplace and walk them through the steps to confront any individual they suspect of such violations. Management will also educate and inform staff of these SOPs and inform them of the health and safety risks associated with being intoxicated while working within the workplace. To continue and maintain a successful alcohol, smoke, and drug free workplace, we will ask staff to submit feedback on the effectiveness of our current SOPs and see if any changes or updates are necessary, with the aim of continuous improvement.

As new staff will enter operations throughout our business’ lifecycle, it is paramount they are trained at the onset not only on all our SOPs, but also on maintaining our alcohol, smoke, and drug free workplace. Management will regularly, and at least annually, review our policies to maintain compliance with all guidance from the Commission and to ensure the policies reflect our company’s vision for a fastidiously maintained alcohol, smoke, and drug free workplace. Our goal to have an alcohol, smoke, and drug free workplace is not only to implement such a policy but to maintain it and engrain it within our company culture. Following each of the steps outlined here, with a special emphasis on education, training, monitoring, and proper deterrence, we will be able to go above and beyond the requirements set by the State of Alabama and the AMCC for our medical cannabis workplace.

12.8 – SOPs – EMPLOYEE SAFETY PLAN

Our Employee Safety Plan will always comply with parallel OSHA Standards applicable in similar workplaces. We will aid in OSHA's mission of ensuring that employees work in a safe and healthful environment by setting and enforcing standards, and by providing training, outreach, education, and assistance. Under the Occupational Safety and Health Act of 1970, we have a responsibility as employers to provide a safe workplace. To this end, we will comply with all applicable OSHA Standards, which are the regulatory requirements established and published by OSHA pursuant to the Occupational Safety and Health Act of 1970 and subsequent laws. We will comply with the General Duty Clause of the OSH Act, which requires employers to keep their workplace free of serious recognized hazards. 29 USC 654. We will always follow mandatory standards for general industry and any other applicable standards, as well as any guidance specific to the cannabis industry. 29 CFR 1910. We will comply with standards for recording and reporting occupational injuries and illnesses. 29 CFR 1904. As a cultivator, we will comply with OSHA's standards for agricultural operations, especially including environmental controls, toxic and hazardous substances, and safety for tractors and equipment. Since we will move and store cannabis plants and products in our facility, we will also account for common hazards and solutions for warehouse workers, such as: Ergonomic and Musculoskeletal Disorders; Forklifts; Materials Handling; Slips, Trips, and Falls; Hazardous Chemicals; Emergency Planning; Electrical Hazards; Lockout/Tagout; Heat Illness; Automation and Robotics; Refrigerated Warehousing; Temporary Workers; and, Stress and Fatigue.

We will demonstrate and maintain standard operating procedures regarding the Employee Safety in such a way that they can be readily accessed from the physical site of operations upon the request of inspectors, the AMCC, or AMCC staff. Ala. Admin. Code r. 538-x-3-.05.03.m.16.h. We will maintain, and review at least annually, our employee safety plan that complies with parallel OSHA standards applicable to similar types of businesses (to the extent such standards can be extrapolated to fit our workplace). Ala. Admin. Code r. 538-x-4-.07.12.o.08. Our Director of Human Resources will review our Employee Safety Plan with the leadership team at least annually and adjust as needed.

Due to the potentially hazardous nature of our workplace, all team members are responsible for familiarity and compliance with OSHA, EPA, and state regulations regarding job safety and health protection. We will cooperate with all reasonable OSHA and EPA inspections and compliance reviews. We will provide training and materials explaining the applicable standards and guidelines for all employees during their initial work period, and periodically when applicable regulations are revised or added. All employees are required to participate, and a record will be maintained of all those in attendance. OSHA's Hazard Communication Standard requires that warning labels with orange and orange-red biohazard symbols be affixed to containers of regulated waste or,

alternatively, red bags may be used. Employees who may come into contact with hazardous materials are required to receive information and training after the start of employment. We will maintain additional information, including a copy of the safety data sheets (“SDS”), about any chemical used or stored in the facility, which is available to employees during working hours. Staff will undergo training on how to maintain OSHA safety protocols while on premises, such as: wearing Personal Protective Equipment (“PPE”); allowing rest time for staff between tasks of 10-minute breaks every two hours of work and one hour lunch break between every four hours of work; and, reporting potential workplace hazards to our Chief Operating Officer (“COO”). Applicable material safety data sheets will be readily available in processing areas. We will use the Hazard Analysis of Critical Control Points (“HACCP”) system to identify specific safety hazards and measure and control them to ensure the safety of our products. HACCP is a science-based, systematic tool used in various industries to assess safety hazards and establish control systems that focus on prevention rather than relying exclusively on managing collateral damage. We will use our HACCP system throughout all stages of cultivation to avoid dangerous work environments throughout our workflow. Part of this process will be establishing Critical Control points throughout the production process and a system of measurements designed to monitor, evaluate, and control any variance or hazard to employee or visitor safety and security.

We will provide gloves, coveralls, and respirators for use in conjunction with hazardous and potentially health-afflicting materials. We will always refer to the list of registered sanitizing agents kept by the AMCC when procuring our supplies. To ensure worker and consumer safety, we will always identify, hold, and store toxic cleaning compounds, sanitizing agents, solvents used in the production of cannabis products, and other chemicals in a manner that protects against contamination. OSHA has identified falling and tripping as being major hazards associated with similar facilities and work environments. This is especially the case when floors are wet, damp, or otherwise coated in a way that makes them increasingly slippery. We will require employees to wear slip-resistant shoes within production areas.

We will utilize the following PPE for our employees’ safety: Hand Protection (e.g., protective gloves, nitrile gloves) where cut hazards or potential exposure to corrosive liquids, blood, chemicals, or other infections materials exist; Head Protection (e.g., hard hats) where danger of falling objects exist; Eye Protection (e.g., goggles or glasses) where risk of eye injuries exists, such as punctures, abrasions, contusions, or burns; Face Protection (e.g., face shields) where danger of flying particles or materials exist; Foot Protection (e.g., steel-toed boots) where risks of foot injury from corrosive, poisonous, or hot substances, or from falling objects, crushing, or penetrating actions exist; Hearing

Protection (e.g., ear plugs) where risks of hearing damage from occupational noise exist and exceed the acceptable sound levels of the OSHA Noise Standard; Respiratory Protection (e.g., respirator, gas masks) where respiratory health risks exist from inhaling smoke, fumes, particulate matter, etc.; Clothing Protection (e.g., plastic aprons) where risk of splashing chemicals exists; and, Sanitation Equipment (e.g., shoe booties, hair nets, beard nets) where staff will be handling or manufacturing food or drugs.

We will also keep emergency kits in marked locations throughout the facility for quick access in an employee safety emergency. Staff will check the emergency kit once per month to verify all contents are present, in working condition, and unexpired. The emergency kit will include: a fire extinguisher; bottled water; non-perishable food; flashlights with extra batteries; first aid kit (assorted bandages, gauze, antibiotic ointment, sterile gloves, tweezers, antiseptics, cleansing wipes, scissors, and common over-the-counter medications such as Tylenol and Benadryl); a basic toolbox (wrench, pliers, screwdriver, hammer); garbage bags; hand sanitizer; face masks or coverings; buckets; a battery-powered radio; a charged cellular phone with charging cord; and, a USB battery pack.

12.9 – SOPs – CONFIDENTIAL INFORMATION AND CYBERSECURITY PLAN

We will provide effective controls and procedures to guard against unauthorized access to our electronic systems or our confidential business data. We will create and maintain a plan for maintaining confidential information and providing cybersecurity for sensitive information with respect to patients and caregivers, and we will include within that plan a set of protocols for maintaining the confidentiality of confidential information in accordance with HIPAA arising from or related to any access to the Patient Registry and/or from any other source. Our controls will include methods that protect against electronic records tampering. We will take all necessary steps to confidentially maintain records with any personally identifying or private business information. Ala. Admin. Code r. 538-x-4-.05.07. When creating policies for the security of our hardware, software, and data, we have consulted regulations found in Title 45 of the Code of Federal Regulations, including the Health Insurance Portability and Accountability Act (“HIPAA”), and the Health Information Technology for Economic and Clinical Health Act (“HITECH”). We have also adopted best practices for cybersecurity used by HIPAA-compliant medical facilities, to prevent unauthorized access or theft of our data.

Our Chief Operating Officer (“COO”) and Chief Compliance Officer (“CCO”) will oversee our compliant and confidential recordkeeping system. They will also perform regular audits of our

records and update standard operating procedures (“SOP”) as needed to maintain compliance and accurate recording. They will develop and deliver trainings on HIPAA and related policies for our employees related to their job roles. Employees that interact with the patient registry, AMCC website, or seed-to-sale system will earn certifications, prior to beginning their job, for each database they will use. Ala. Admin. Code r. 538-x-4-.05.05. All employee training will include online safety, including how to create strong passwords, avoid dangerous websites, and recognize phishing emails. We will also provide staff with notices of emerging cybersecurity threats, such as software vulnerabilities or new phishing scams. Our COO and CCO will keep all computer systems updated with an efficient and compliant operating system, software, and firmware updates to patch potential system vulnerabilities. They will also conduct regular analysis of the information technology market to identify promising new security products and detect newly emerging cybersecurity threats.

Upon licensure approval, we may contract with technology vendors to provide specific database trainings for employees. Ala. Admin. Code r. 538-x-4-.05.05. Coordination of any data with our vendors will be tracked through the state medical cannabis patient registry and seed-to-sale systems, which we will maintain. Ala. Code § 20-2A-35.

Our network security will comply with cybersecurity standards set by the International Society of Automation (“ISA”) and the International Electrotechnical Commission (“IEC”) standard 62443. Ala. Admin. Code r. 538-x-4-.05-.02. We will utilize security software on all company owned devices, to eliminate malware and phishing. Our facility will have computers with different operating systems, and we will safeguard all devices appropriately. Ala. Code § 20-2A-6.

Our inventory system will be directly compatible with the state seed-to-sale system and patient registry, as applicable. Ala. Admin. Code r. 538-x-4-.05-.04. Our inventory system will also feature confidentiality and HIPAA compliance options. We will use tags to facilitate our inventory tracking that include bar codes, QR codes, RFID tags, NFC tags, or other equivalent system for assigning unique numbers to cannabis plants and products. Ala. Admin. Code r. 80-14-1-.04.05.g; Ala. Code § 20-2A-63(i). This process may require additional hardware specific to scanning digital codes. We will create and maintain plans for upgrading all system software and hardware throughout our cultivation facility. Ala. Admin. Code r. 538-x-4-.07.12.o.01. We will enable automatic system updates on all computers, and systems will be routinely inspected for security. Our financial plan accounts for all software and hardware purchases and their maintenance. Ala. Admin. Code r. 538-x-4-.05.03.

Our cybersecurity plan focuses on minimizing the amount of data we retain and limiting opportunities for security breaches. We will maintain complete, accurate, and confidential records of all sales, transfers, and destruction of cannabis products. Each record will include the individual or

cannabis business to whom the product is sold or transferred, and the quantity, variety, form, and cost of the cannabis items. Any interactions that we conduct with the Alabama Medical Cannabis Patient Registry System will be maintained confidentially in accordance with HIPAA. Ala. Code § 20-2A-35; Ala. Admin. Code r. 538-x-4-.07.12.o.09. Our medical cannabis records will be maintained confidentially and securely. We will also maintain certain business records as confidential. We will keep a record of any individual that has been on our cultivation facility premises at any point in time. These records will include an individual name, time and date of entry, time and date of exit, and the reason for their presence, and we will maintain them for at least two years. Ala. Admin. Code r. 538-x-4-.07.12.o.11.i. Additionally, we will privately maintain our employee records including their personal information, resumes, references, payroll details, and job reviews. Our business records can be made available to the AMCC or law enforcement agencies as necessary.

HIPAA security is comprised of three areas for compliance: Administrative, Physical and Technical standards, which may include setting up separate networks for systems carrying confidential data, forcing log outs, and other standard security practices. 45 CFR 164. We will utilize a host of Administrative, Physical, and Technical safeguards to comply with HIPAA at our facility, including but not limited to: security management process, assigned security responsibility, workforce security, information access management, security awareness training, security incident procedures, contingency plan, evacuation, facility access control, workstation use, workstation security and device and media controls, audit controls, integrity controls, person or entity authentication and transmission security.

We will consistently utilize rigid recordkeeping practices throughout our facility, and in all business operations. Our SOPs will always be readily accessible at our cultivation facility upon the request of inspectors, the AMCC, or AMCC staff. Ala. Admin. Code r. 538-x-3-.05-.3m.16.i. We will always comply with AMCC inspections and provide access to records as necessary. Ala. Admin. Code r. 538-x-4-.02.02.b.02.

12.10 – SOPs – WASTE DISPOSAL PLAN

We are committed to providing a clean and safe experience for medical cannabis patients, employees, and visitors. We will do this through a multi-faceted waste disposal plan that incorporates a culture of compliance among our staff, as well as disposal practices and waste management procedures designed to protect the health of our customers, employees, and our local community. Therefore, we will always maintain and review at least annually, a plan for tracking and proper disposal of waste cannabis or medical cannabis, including all parts thereof, as applicable. Ala. Admin.

Code r. 538-x-4-.07.12.o.10. Our plan will, at a minimum, leave no part of the disposed or waste cannabis or medical cannabis either useable or recognizable as such. Ala. Admin. Code r. 538-x-4-.07.12.o.10. Further, we will establish and maintain standards, procedures, and requirements for hazardous and chemical waste product storage and disposal, and chemical storage that comply with Chapters 27 and 30 of Title 22, Code of Alabama, 1975. Ala. Admin. Code r. 80-14-1-.14.01.

The primary objective of our waste disposal and sanitation plan is the health and safety of our customers, visitors, vendors, local community, and employees, with a particular focus on preventing the contamination of any cannabis and related cannabis items. This plan includes not only the compliant disposal of waste but also the careful management of waste to ensure that cannabis and related cannabis items do not contaminate the environment and extends to the entire interior and exterior of our building. Further, we have already executed an LOI with Republic Services to handle waste disposal for our cultivation facility. Republic Services is an experienced and reputable waste collection and disposal company that will provide compliant and effective waste disposal for all our business needs.

Our standard operating procedures for waste encompass our cannabis waste, non-cannabis waste, recycling program, sustainability, and efforts to limit waste. Part of our environmental and sustainability plan is an effort to reduce our facility's production of waste and consumption of resources. As a facility which cultivates cannabis, most of our waste comes in the form of water or plant material. Our water supplies will be sufficient for our cultivation activities and derived from a source that is a regulated water system. Our cultivation structure will include plumbing that is adequate to carry sufficient water to locations through the facility and convey sewage and waste from the facility without cross contamination of potable water and waste.

Our staff will properly remove litter and waste, so they do not contribute to potential sources of contamination in areas where cannabis plants are located. Our facility will feature waste receptacles that are properly labeled and emptied at least daily. Since we are not permitted to reuse any tags that have already been affixed to any cannabis plant or cannabis products, we will be sure to compliantly sort and store these tags, so they are not reused. If we can recycle or compost the tags, we will seek to do so, with AMCC approval.

We will utilize our inventory tracking system to track all cannabis waste linked to unique identification numbers. Ala. Code § 20-2A-60(a)(1). We are committed to conservation and will strive to reduce waste in all segments of operations. Staff will follow detailed instructions related to waste disposal and transport, especially those that concern destruction and disposal of cannabis waste or hazardous materials. These policies and procedures will ensure maximum compliance with all

requirements set forth by the AMCC and all relevant law, preventing diversion of cannabis waste and protecting the environment and people of Alabama from the negative effects of improper waste disposal.

We will demonstrate the ability to destroy unused or waste cannabis in accordance with rules adopted by the Alabama Department of Agriculture. Ala. Code § 20-2A-62(c)(4). We have a detailed plan for the destruction and disposal of cannabis plants, including parts thereof, and any related materials that cannot or will not be processed, transported, or dispensed. Ala. Admin. Code r. 80-14-1-04.05.e. Primarily, any cannabis material that is not used in medical cannabis will always be destroyed in such a way as to render the material unusable and unrecognizable. Ala. Admin. Code r. 80-14-1-11. We may render the material unusable and unrecognizable in several ways utilizing grinders, shredders, or combining cannabis waste with non-cannabis organic waste until it is unrecognizable.

Secure disposal and destruction of recalled and unusable cannabis are the final steps to assure that such products do not make their way back into the market and that agricultural waste and byproducts do not contaminate the environment. Prior to disposal, staff will remove cannabis products from their packaging and render them unrecognizable and unusable. Verification of this event will be performed by a manager and will be conducted in a restricted, secured, and surveilled access area. We will always enter these destruction and disposal records into the Statewide Seed-To-Sale Tracking System. Ala. Admin. Code r. 80-14-1-11. Should more information about disposal be needed, we will provide, in writing, any additional information the AMCC may request.

Whenever we dispose of or destroy cannabis, we will destroy it or render it unusable and will create and maintain a written record of the disposal of the cannabis by our business and weigh the cannabis and update it in the inventory prior to disposal or destruction. The entire destruction process will be monitored, documented, and recorded; we will incorporate continuous electronic monitoring in our facility's operation, including unobstructed surveillance and monitoring of areas in which cannabis is destroyed. We will maintain electronic documentation of destruction and disposal for a period of at least five years, will maintain detailed and accurate records of all recalls including the disposition of the cannabis product disposal process, and will immediately implement additional changes required by future agency guidance on cannabis product waste management.

Our waste disposal will always comply with the associated rules set forth by the AMCC, the state, and our local jurisdiction. We will render the medical cannabis and/or cannabis products unusable by grinding and incorporating the cannabis plant waste with other ground materials, so the resulting mixture is over 50% non-cannabis waste by volume. For cannabis waste to be disposed of in a landfill

or other approved disposal method, we will mix the cannabis waste with mixed waste, such as paper, cardboard, plastic, soil, or other wastes approved by the AMCC (e.g., non-recyclable plastic, broken glass, and leather). If compost waste is permitted, cannabis waste may be mixed with: food waste, yard waste, vegetable-based grease oils, agricultural materials, biodegradable products and paper, clean wood, fruits and vegetables, plant matter, compost activators, or other AMCC-approved methods. In addition to cannabis waste, we will also dispose of agricultural waste, such as grow media, as well as any liquid waste, such as wastewater and nutrient mixes, in a manner compliant with federal, state, and local laws.

We have developed a plan that tracks all waste material throughout our facility from generation to disposal utilizing the Statewide Seed-To-Sale Tracking System. We are committed to conservation and will reduce waste in all segments of operations. Staff will follow detailed instructions related to waste disposal, especially those that concern destruction and disposal of cannabis waste, agricultural waste, or hazardous materials. These policies and procedures will ensure maximum compliance with all requirements set forth by the AMCC and all relevant law.

12.12 – SOPs – GROW PLAN

We will create, monitor, and maintain our cultivation in an enclosed structure with each cannabis plant or batch of cannabis plants being cultivated in an individual receptacle containing soil or growing media, to foster portability, limit cross-contamination, and facilitate proper monitoring of each plant. Ala. Admin. Code r. 80-14-1-.06.01. We will never cultivate outdoors or directly in the ground. Ala. Admin. Code r. 80-14-1-.06.03. We will also take steps to limit the visibility of our cannabis, in any form, from outside the perimeter barrier of the cultivation facility. Ala. Admin. Code r. 80-14-1-.08.01. These steps will include limiting the number of windows on the exterior of our facility and if needed, placing tinted or reflective films on windows to prevent visibility into areas containing cannabis.

Number of Cannabis Plants: We plan to cultivate 7,949 cannabis plants at our facility, within 13,824 square feet of facility space. We will only cultivate cannabis cultivars approved by the department prior to acquisition of plant material. Ala. Admin. Code r. 80-14-1-.07.01. Our cultivars will not be derived from hemp or industrial hemp as defined by Ala. Admin. Code Rule 80-10-21-.02 (19) but will be derived from cannabis plants that have a high likelihood of producing medical cannabis. Ala. Admin. Code r. 80-14-1-.07.01. We will maximize the therapeutic potential of the medical cannabis we grow by using premium genetics and employing industry best practices.

Methods of Cultivation: Our intended method of cultivation will employ a hydroponic system that utilizes a triple-stacked flowering canopy with PIPP horticultural benches, Fluence LED lighting, and coconut coir (“coco”) and perlite growing medium as our primary substrate (in addition to mineral/rockwool cubes). We will use containers for individual plants or for batches of plants as long as each plant is clearly identified and traceable. Ala. Admin. Code r. 80-14-1-.06.02.

We will select certain genetic strains as our “mother” plants, which will produce cuttings or “clones” to propagate new plants. We will select the healthiest, strongest, and most vigorous specimens for our mother plants. The mother plants’ growing environment will be monitored to maximize the amount of vegetative growth.

Our plant cuttings or “clones” will begin in 1”x1” rockwool cubes for approximately two weeks during the propagation stage. After propagating clones or seedlings, cultivation staff will up-pot them to 4”x4” containers of grow media where they will remain for the next three weeks of the vegetative phase. Cultivation staff will then up-pot these plants into three-gallon, aerated buckets containing the same grow media, where they will remain for about three weeks to complete the vegetative cycle. Plants will remain in the Vegetation Room during their explosive growth period, which can last several weeks, depending on the genetics of the cultivar and the goals for said variety. During the vegetative phase, the photoperiod will be maintained at 18 hours on and 6 hours off.

The next phase—the flowering phase—lasts approximately 56-72 days, depending on the cultivar. During the flowering phase, the photoperiod will be maintained at 12 hours on and 12 hours off. We anticipate harvesting and replenishing the harvested plants from the flower room on rolling intervals. Scheduling production this way ensures that our facility is harvested in small, discrete sections on a continual basis to provide a constant supply of cannabis and opportunity to clean our rooms between harvests. When we harvest a section of Flower Room, Cultivation Associates will fully sanitize that section, cleaning and prepping for the next set of plants to enter from the Vegetative Room.

After flowering plants reach full maturity, Cultivation Associates will harvest the plants and move them into the Dry room where we will hang the product for 10-14 days, allowing initial evaporative loss of moisture from the product to occur. Once the cannabis flower reaches desired moisture levels, Cultivation Associates will transfer the product to the vault or secure storage in food-grade, airtight plastic containers to be held for testing prior to packaging and sale. We will, at our own cost, have our cannabis sampled by a State Testing Laboratory licensed by the AMCC pursuant to Ala. Code §20-2A-66 to ensure that no pesticides or other hazardous substances are present in the cannabis

material, and we will maintain records of these tests for at least two years and provide the results to the Department and AMCC, upon request. Ala. Admin. Code r. 80-14-1-.13.03.

Cultivation Associates using our automated Argus irrigation system will water plants according to a predetermined schedule and apply fertilizer and nutrient mixes according to detailed SOP instructions. We will source water from the municipal water supply. Depending on the quality of the source, water may require filtration before applying it to plants. If the quality of municipal water is not suitable, we will install additional filtration or a reverse-osmosis (“RO”) system, into which water from the city will enter a series of filters that remove sediment, chemicals, and other contaminants. After each cultivation cycle, staff will flush grow media of all cultivation nutrients. When staff dispose of grow media, it will not contain any contaminants or impurities that could damage wildlife or the environment. We will also monitor cultivation runoff (i.e., leachate) for total dissolvable solids and acidity to ensure compliance with local, state, and Federal requirements. Further, we will fully comply with all laws and administrative rules relating to the usage of pesticides in the State of Alabama. Ala. Admin. Code r. 80-14-1-.13.01.

Our focus on environmental sustainability and environmentally conscious operations begins with the most energy-intensive facet of cannabis cultivation: lighting. To reduce power consumption and the generation of excess heat, we will use energy-efficient Fluence LED technology throughout all cannabis cultivation areas, including under canopy applications, which have been shown to significantly increase yields in cannabis and other plants (Hawley, et. al., 2018; Tewolde, et. al., 2018; Thrive Agritech, 2020).

We also intend to capture rainwater for support of our new cultivation space and irrigation of the existing and sustainable pecan farm where our cannabis cultivation building will be located. We will bring life back to this idle farm, and the building will be located to maintain the majority of the of the 28 acres of wooded area. The existing pecan farm will need irrigation, so we are intending to use this collected water to support agricultural processes in general. The new roof of our cultivation facility will be a hard surface interconnected with gutters and downspouts for harvesting of the rainwater, and the consolidated piping will be used to capture water that will be diverted to a series of central holding tanks. From there the water will be disinfected to avoid stagnation, and it will be held and conditioned until ready for use in the agricultural process. This disinfection process will kill the biological load before being run through a separate filtration process to remove suspended solids, impurities from surface contact, and other various elements. This added filtration process may not be required for general outdoor irrigation, but this filtration process will ready the water for cannabis irrigation. The disinfected and filtered water that is used for cannabis cultivation will be further

refined with reverse osmosis filtration (“RO”), and water excreted in the RO refinement process will be returned to the outdoor irrigation supply to support sustainable pecan farming, and the collected RO water will be ready for cannabis irrigation.

The primary mechanical system used for our cultivation air conditioning will be Purpose-Built air-cooled DX all-in-one units with natural gas heat and built in UV filtration. We may utilize Desert Aire to provide such equipment, but we are considering similar systems as well. Using purpose-built equipment, our facility will have the following advantages: More precise air and temperature control; Flexibility with Single Packaged Units on grade/roof or split-system options; Variable speed compressors and fans; Cooling, dehumidification, and CO2 control in single unit; Operational efficiencies to 0.9-1.1 KW/ton; Lower evaporator temperatures for better dehumidification capacity; Full modulating hot gas reheat (free energy); and, the system will be operational down to -40 degrees F, if needed.

The primary mechanical system used for non-cultivation air conditioning will be air-cooled DX with standalone dehumidification where needed. Dry Rooms will have 2-3 standalone dehumidifiers per room along with 2 wall-mounted minisplit AC units per room. Each Dry Room will have auxiliary ventilation fans for air circulation. The units will control temperature and humidity. The remaining rooms will be zoned with “like” rooms on the same system and will utilize standard DX split systems with horizontal units above ceiling supported from structure and outdoor units on grade. Each zone will be sized according to heat gain/loss load for appropriate tonnage and heating size. Wall mounted mini-split AC unit(s) will be utilized for Electrical and Mechanical Rooms, funneling outside air to each unit per local code.

Finally, we will account for all cannabis plants and other materials that have ever been in the custody or control of our facility, utilizing our internal inventory system in conjunction with the Statewide Seed-to-Sale Tracking System, at all times from planting to disposal or from planting to such time as a medical cannabis product is dispensed. Ala. Admin. Code r. 80-14-1-.17.02. We will also submit to all inspections required by §20-2A-52, Alabama Code 1975 and will always allow our facility to be inspected by the Department at any time. Ala. Admin. Code r. 80-14-1-.10. Should we store medical cannabis on-site after processing, we will conform to the same security and storage rules required by the AMCC for processors and dispensaries. Ala. Admin. Code r. 80-14-1-.19.01.

12.14 – SOPs – CULTIVATION CUSTODY PLAN

Our management will enforce our detailed plan to ensure chain of custody of cannabis and medical cannabis within our facility. Ala. Admin. Code r. 80-14-1-.04.05.f. We will also maintain a

detailed plan to inventory and track cannabis and medical cannabis within our facility and to interface with the Statewide Seed-to-Sale Tracking system. Ala. Admin. Code r. 80-14-1-.04.05.g. We will do this by supporting, participating in, and contributing to the Statewide Seed-to-Sale Tracking System. Ala. Admin. Code r. 538-x-4-.05.04. Additionally, our third-party inventory and tracking system will properly interface with the Statewide Seed-to-Sale Tracking System and, as appropriate, with the patient registry. Ala. Admin. Code r. 538-x-4-.05.04. Our technology and uploads to the Statewide Seed-to-Sale Tracking System will always be sufficient to allow access to said system by the AMCC, and, to the extent necessary and appropriate, patients and caregivers, qualified certifying physicians, other state agencies, other licensees, and law enforcement personnel, for all required purposes. Ala. Admin. Code r. 538-x-4-.05.04.

We will enter all transactions into the Statewide Seed-to-Sale Tracking System operated by the AMCC, which at a minimum, will include the inventory of cannabis plants in our facility, the location of the cannabis when it leaves our facility, and the documentation showing any plants or cannabis material that were destroyed and disposed of at our facility. Ala. Admin. Code r. 80-14-1-.17.01. We will enter our initial inventory of plants and seeds within 24-hours of acquiring them. We will record number and weight of our initial seeds and number and type of initial plant inventory, including both mature and immature plants. Further, we will conduct an initial comprehensive inventory report of all cannabis, including cannabis available for cultivation and usable cannabis available for producing medical cannabis products, seedling to mature cannabis plants, and unusable cannabis on the date we first engage in the cultivation of medical cannabis. This initial inventory report will also include any damaged, defective, expired, adulterated, or otherwise unusable cannabis awaiting disposal, including the strain name, quantity, reason the cannabis is unusable, and date it was deemed unusable.

All lots and batches of medical cannabis will be traced using our inventory tracking system so that employees may conduct routine inventory management. A comprehensive, weekly inventory audit will allow for accurate inventory appraisal along with routine examination of lot expiration dates, and any damage or contamination of products. Product records will be kept up to date with audit information in our tracking system and the Statewide Seed-to-Sale Tracking System.

We will use an AMCC-approved inventory control system that works in conjunction with the Statewide Seed-to-Sale system that tracks each plant as it moves through the facility. This system will be supplemented by printed and affixed labels that cultivation staff will attach to individual cannabis plants. These labels contain static information about the plant (e.g., strain name and date the plant was cloned), as well as a barcode for tracking. When an employee clones a plant, they will take a

cutting from the plant and then insert it into a rooting tray to be rooted. When the plant takes root several days later, the employee will then assign a tag to each plant. Tags will encircle the main stem and be sealed shut with a single-lock cable or “zip” tie. Tags will follow the source plant material through its entire lifecycle until the plant is harvested. At the end of the initial tagging process, an employee will scan barcodes in the new tray of clones, updating the record of the plants in the inventory system. This technology will allow for accurate, instantaneous inventorying of all plants at our facility. Whenever a plant is moved, an employee will record the movement in the inventory system by reading the barcodes, then updating their record accordingly.

Upon curing or drying of each batch, we will weigh the batch and enter the weight into the inventory control system database. At least weekly, we will conduct a physical inventory of the stock and compare the physical inventory of stock with inventory control system data. Should we discern a discrepancy between the inventory of stock and inventory control system data outside of normal weight loss due to moisture loss and handling, we will begin an audit of the discrepancy and report it to the AMCC within 24 hours of discovery.

Cannabis stored in product storage bins/containers will be kept in secure restricted access areas, with access further restricted to authorized employees. Management-level employees and above will be permitted access to the vault room, which will house most of our inventory, for the purposes of re-stocking products, performing inventory audits, and conducting approved cleaning or facility maintenance. When products move from back stock to active stock inventory, management will confirm the beginning and ending balance and will also scan the cannabis in and out to create an electronic record in our internal inventory tracking system that interfaces with the Statewide Seed-to-Sale Tracking System. Finally, whenever transporting cannabis outside of our facility, all information from the QR code relating to the outgoing medical cannabis, as well as the date and time of shipment, will be logged into the Statewide-Seed-to-Sale Tracking System.

We will always ensure we can account for all cannabis plants and other materials that have ever been in the custody or control of our facility, at all times from planting to disposal or from planting to such time as a medical cannabis product is dispensed. Ala. Admin. Code r. 80-14-1-.17.02. To this effect, no fewer than two of our employees will be responsible for the location and security of all cannabis plants or related materials within the custody or control of our facility. Ala. Admin. Code r. 80-14-1-.17.03. We will designate these employees for each stage of the cultivation process based on their relevant job duties, and these employees will be given unique identifying credentials in our inventory system that interfaces with the Statewide Seed-to-Sale system.

We will have several storage areas that will be segregated from each other, allowing us to mitigate contamination issues and to better organize our inventory and chain of custody. One segregated storage area will be for newly received cultivation materials, including newly received cannabis seeds or plants and ingredients to be used in cultivation. Our second segregated storage area will contain cannabis awaiting release for distribution for processing pending written reports confirming they meet testing specifications. Our third segregated storage area will hold any cannabis suspected, but not yet confirmed to be contaminated, including cannabis returned as part of a complaint or recall process. Our last segregated storage area will have cannabis, components, or materials that have been confirmed to be contaminated, such as medical cannabis or cannabis products that fail testing or are returned as part of a recall, which we will store with cannabis waste in a waste disposal room until destroyed or rendered unusable. Finally, we will never alter our chain-of-custody protocols without first receiving written permission from the AMCC and the Department. Ala. Admin. Code r. 80-14-1-.17.03.

CONCLUSION

We view the AMCC as a partner in our endeavor to operate a maximally compliant medical cannabis facility. A crucial component of our role in this partnership is creating, implementing, and training our staff on strong security procedures. We will make all information related to our security plan available to the AMCC and the Department. Ala. Admin Code. r. 538-x-7-.03.02.e.xvi. Our business will be able to provide rapid and efficacious assistance to the AMCC in its mission to maintain the safety and integrity of the regulated medical cannabis market in Alabama.

Any and all redactions made within this document are personal identifiers and are made solely to protect the owners and/or employees of Twisted Herb Cultivation, LLC.

I cite Alabama Code Section 36-12-40.

For home addresses and phone numbers specifically, I additionally cite "Opinion of Alabama Attorney General #96-00003".

For social security numbers specifically, I additionally cite "Alabama Code Section 41-13-6" and "Opinion of Alabama Attorney General #2010-074".

William D McNeal – CEO/Owner of Twisted Herb Cultivation, LLC.

 3/12/23

Exhibit 14 – Machinery & 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.

William D McNeal

Printed Name of Verifying Individual

CEO / OWNER

Title of Verifying Individual

William D. McNeal

Signature of Verifying Individual

12/26/22

Verification Date

14.1 Sales contracts and receipts, lease agreements or other documentation demonstrating possessory interest in all machinery and equipment to be used in the cultivation of cannabis.



1751 Panorama Pt Unit G Lafayette, CO, 80026-9452
 Phone: 7203903880
 Web: urban-gro.com

Equipment Order Form

Order No.: QT 007171
 Order Date: 12/28/2022
 Customer ID: C000002196
 Currency: USD

"This sales agreement demonstrates a future possessory interest in all machinery and equipment to be used in the cultivation and processing of medical cannabis contingent on this business' licensure by the AMCC."

| BILL TO: | SHIP TO: |
|--|--|
| Twisted Herb Cultivation [Redacted] | Twisted Herb Cultivation [Redacted] |

| CUSTOMER P.O. NO. | QUOTE | TERMS |
|-------------------|-------|----------------------|
| | | 100% Cash Prepayment |

| NO. | ITEM | QTY. | Ordered | UOM | PRICE | EXTENDED PRICE |
|-----|---|------|---------|------|------------|----------------|
| 1 | I005343: Distro Parts | 1 | 1 | EACH | 45,000.00 | 45,000.00 |
| 2 | I002844: Argus + HE Anderson Custom System | 1 | 1 | EACH | 140,000.00 | 140,000.00 |
| 3 | I005279: Silver Bullet Custom | 1 | 1 | EACH | 40,000.00 | 40,000.00 |
| 4 | I003158: Custom Tank Order | 1 | 1 | EACH | 40,000.00 | 40,000.00 |
| 5 | I006265: Custom Benches - PIPP | 1 | 1 | EACH | 560,000.00 | 560,000.00 |
| 6 | I006573: EZ-Breeze HAF 12" Recirculation Fan 120V, White, 1/10hp 1ph, 1Var, W/Bracket 10' Cord & Plug | 288 | 288 | EACH | 149.00 | 42,912.00 |
| 7 | I006319: 15 Amp Variable Speed Drive Controller (J&D) | 44 | 44 | EACH | 111.00 | 4,884.00 |
| 8 | I006762: ProGuard DXB Mini - BPI | 2 | 2 | EACH | 599.00 | 1,198.00 |
| 9 | I006760: ProGuard DXB 100 - BPI | 31 | 31 | EACH | 1,149.00 | 35,619.00 |
| 10 | I006761: ProGuard DXB 50 - BPI | 2 | 2 | EACH | 1,149.00 | 2,298.00 |
| 11 | I006349: Fluence SPYDR 2i47-Broad R4 | 648 | 648 | EACH | 881.25 | 571,050.00 |
| 12 | I003429: Fluence Flex Wiring (AC) Specific Configuration TBD | 648 | 648 | EACH | 57.00 | 36,936.00 |
| 13 | I006353: Fluence SPYDR 2x47-Broad R4 PhysioSpec, Indoor 120V-277V | 216 | 216 | EACH | 735.00 | 158,760.00 |
| 14 | I003429: Fluence Flex Wiring (AC) Specific Configuration TBD | 216 | 216 | EACH | 57.00 | 12,312.00 |
| 15 | I003484: Freight- Cultivation Equipment - TBD for all equipment orders | 1 | 1 | EACH | 0.00 | 0.00 |

Continued...



1751 Panorama Pt Unit G Lafayette, CO, 80026-9452
 Phone: 7203903880
 Web: urban-gro.com

Equipment Order Form

Order No.: QT 007171
 Order Date: 12/28/2022
 Customer ID: C000002196
 Currency: USD

| BILL TO: | | SHIP TO: | |
|--|-------|--|----------------------------------|
| Twisted Herb Cultivation [Redacted] | | Twisted Herb Cultivation [Redacted] | |
| CUSTOMER P.O. NO. | QUOTE | TERMS | |
| | | 100% Cash Prepayment | |
| NO. | ITEM | QTY. | Ordered UOM PRICE EXTENDED PRICE |

Incoming Domestic & International Wire AND ACH Instructions:
 Bank Name: Alpine Bank
 Bank Address: 1777 Wynkoop St. Denver CO 80202
 Routing (ABA) #: 102103407
 Account Number: 8910535262

For International Wires:
 Beneficiary Bank SWIFT: APPIUS55
 Beneficiary Name at Alpine Bank: urban-gro inc.
 Beneficiary's Full Address: 1751 Panorama Point Unit G., Lafayette, CO 80026

NOTE: Please see notes below.

"All pricing, SKUs, lead-times of delivery and quantities are subject to change until such a time as Buyer receives a license from the Alabama Medical Cannabis Commission ("AMCC") to grow and cultivate medical cannabis pursuant to Alabama Senate Bill 46 and the AMCC's Rules and Regulations, 538-X-1, et al. (the "License"). Within 20 business days of Buyer's receipt of its License, the Buyer and Seller shall amend this EOF to finalize pricing, deposits, SKU's, quantities, and estimated lead-times for delivery. In the event the Buyer does not receive a License within 12 months of this EOF, the EOF shall automatically cancel and become void."

| | | |
|---|-----------------------------|--------------|
| urban-gro accepts payments via wire transfer, checks, and all major credit cards. If paying by credit cards, please note that a 3% processing fee will be assessed to the total due if the balance is \$5000.00 or more. | Sales Total: | 1,690,969.00 |
| | Freight & Misc.: | 0.00 |
| All Sales Final - No Returns - Unless otherwise specified, all sales are final, and except in the case of defective Equipment subject to Warranty, Equipment may not be returned (whether for credit, refund, exchange or otherwise) by Buyer for any reason. | Tax Total: | 67,638.76 |
| | Total (USD): | 1,758,607.76 |
| | Payments: | 0.00 |
| Order Forms expire 3 days from proposal date. Prices subject to change after this point. | Balance: | 1,758,607.76 |

Continued...

IN WITNESS WHEREOF, the parties hereto have executed this Order Form as of the date first above written.

urban-gro, Inc.

By *Brett Cherniack*

Name: Brett Cherniack

Title: VP of Sales

Date: 12/28/2022

Twisted Herb Cultivation

By *William McNeal*

Name: William McNeal

Title: CEO/Owner

Date: 12/28/2022

Continued...

GENERAL TERMS AND CONDITIONS FOR THE SALE OF GOODS

1. **Applicability.** These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods ("Goods") by urban-gro, Inc. ("Seller") to the buyer named on the accompanying order form ("Buyer"). Notwithstanding anything herein to the contrary, if a master agreement signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said master agreement shall prevail to the extent they are inconsistent with these Terms. The accompanying order form (the "Order Form") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.
2. **Delivery and Shipping.** The goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods or as otherwise specified on the Order Form. Seller shall not be liable for any delays, loss or damage in transit. Any delivery dates are subject to change, and Seller herein does not guarantee the dates of delivery. Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the location specified on the Order Form (the "Delivery Point") using Seller's standard methods for packaging and shipping such Goods. Delivery shall be Ex Works-Seller's shipping point, as such term is understood per Incoterms 2010. Buyer shall be responsible for all importation, release, and loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point. Unless otherwise set forth on the Order Form, Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order. Seller shall not be liable for any damage to the Goods unless: (a) such damage is noted on the bill of freight, if such damage is external; or (b) such damage is reported within twenty-four (24) hours if such damage is internal. If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
3. **Non-Delivery.** The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. The Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within five (5) days of the date when the Goods would in the ordinary course of events have been received. Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.
4. **Title and Risk of Loss.** Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Colorado Uniform Commercial Code. The Goods purchased shall remain personal property and shall not become or be deemed a fixture or a part of any real estate on which it may be located. Buyer authorizes Seller to file any instrument or document considered necessary by Seller to perfect or enforce the security interest in the Goods including, but not limited to, financing statements, chattel mortgages, deeds of trust, deeds to secure debt, mortgages or other security instruments.
5. **Inspection and Rejection of Nonconforming Goods.** Buyer shall inspect the Goods within five (5) days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at Seller's expense, the Nonconforming Goods to the address provided by Seller. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer the replaced Goods to the Delivery Point. Buyer acknowledges and agrees that the remedies set forth in this Section 5 are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under this Section 5, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller unless otherwise agreed to by Seller in writing. Unless otherwise specified, all sales are final.
6. **Price and Payment Terms.** Buyer shall purchase the Goods from Seller at the prices set forth on the Order Form. Unless otherwise indicated, all Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer unless otherwise set forth on the Order Form. Buyer shall be responsible for all such charges, costs and taxes, including any import or release fees; provided that Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets. Buyer shall pay all invoiced amounts due to Seller upon receipt of Seller's invoice unless otherwise indicated on the Order Form

Continued...

shall make all payments hereunder by the method set forth on the Order Form or as otherwise specified by Seller and in US dollars. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for fifteen (15) days following written notice thereof. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

7. Limited Warranty.

(a) For any of the following Goods specified in this Section 7(a), where such Goods are sold in "NEW" condition according to the Order Form, Seller warrants such Goods will be free from defects in material and workmanship for the following periods: Soleil Ballasts will be warranted for a period of three (3) years from the date of delivery to Buyer. Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to, or packaged together with the Goods. To the extent that any third party manufacturer's warranties for any Third-Party Products shall be available to Customer on a "pass-through" basis, Customer shall make any warranty claims related to such Third-Party Products to Seller for facilitation and coordination. EXCEPT AS OTHERWISE SET FORTH HEREIN, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE

(b) The Seller shall not be liable for a breach of the warranty set forth in Section 7(a) unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within fifteen (15) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective.

(c) The Seller shall not be liable for a breach of the warranty set forth in Section 7(a) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

(d) Subject to Section 7(b) and Section 7(c) above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller. Buyer will be invoiced for freight and warranted equipment if warranty items received back are found to be in working condition or have been damaged by accident, misuse, or negligence.

(e) THE REMEDIES SET FORTH IN SECTION 7(d) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

8. Limitation of Liability. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED ONE HUNDRED AND TWENTY PERCENT (120%) OF THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER. The limitation of liability set forth in this Section 8 shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.

9. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

10. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for fifteen (15) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

11. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Continued...

12. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

13. Force Majeure. The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller.

14. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

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

16. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

17. Governing Law. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Colorado. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Colorado in each case located in the City of Denver and County of Denver, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

18. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Order Form or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

19. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

20. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Confidential Information, Governing Law and Survival.

21. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

14.2 Specifications and operations manuals of all machinery and equipment to be used in the cultivation of cannabis.



Cannabis Fertigation

Choosing the right system

Fertigation is the process of delivering plants nutrients and water to produce a quality crop with higher yields. For traditional horticulture and commercial agriculture, fertigation is common, and its application in the production of cannabis is growing. Automated fertigation has been seen to make a difference in grow facilities over 10,000 square feet, cutting fertilizer and labor costs dramatically (McConnon, 2014).

“Horticulturally speaking, there is no difference between the fertigation requirements for cannabis and other commercial crops”, says David Flood, greenhouse technologist for Argus Control Systems (part of the Conviron Group of companies), “The principles and techniques are the same.”

There are two common ways to supply fertilizers through an irrigation system for cannabis production: dilute tank control and in-line injection.

An automated fertigation system can be integrated with the facility’s environmental control system

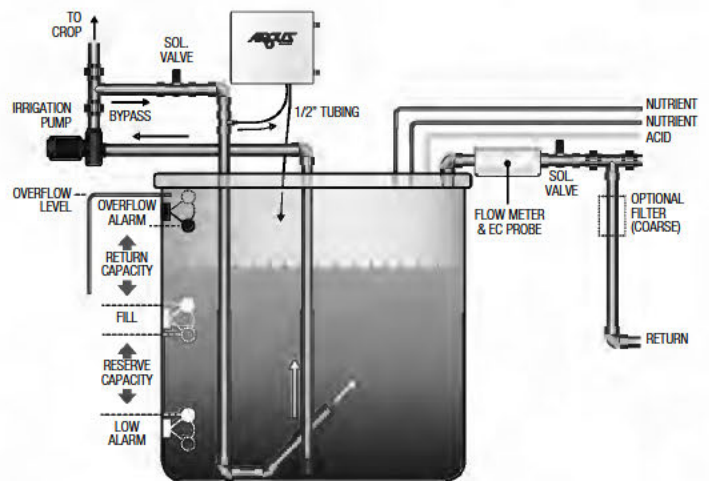


DILUTE TANK CONTROL: Batch Method

Using the dilute tank control method, fertilizers are premixed at the final feed strength concentration for the crop and stored in a tank or reservoir until used. This method is the simplest, safest and potentially most accurate way to achieve the final dilution strength. Dilute tank batches can be prepared by hand or the process can be fully automated.

Since the mixing process is completely separate from distribution, the dilute solution can be removed from the tank at practically any flow rate without ever affecting the concentration accuracy. Additionally, the volume of ready-made feed solution acts as a safety reserve in case of problems with chemical or water supply.

Despite these positive features, dilute tanks are not as popular as in-line injection systems, particularly for larger operations. Large, costly storage tanks are required and each combination of fertilizer formulation and concentration requires its own tank. It is generally only practical to adjust the fertilizer strength and formulation when refilling a tank from empty. A re-pressurizing irrigation pump is also required to deliver the dilute solution to the irrigation system.



Dilute Tank Control dosing system

IN-LINE INJECTION: Continuous Methods

In-line injection equipment can range from simple mechanical injectors driven by water flow to fully automated nutrient control systems. Pressurized in-line systems preserve the pressure and flow characteristics of the water supply system, eliminating the need for a re-pressurizing pump. In contrast, atmospheric injection systems blend the fertilizer and water in a non-pressurized tank and require a repressurizing pump.

In-line injection is generally more popular than dilute tank systems since it does not require large holding tanks and they offer more flexibility. With in-line systems, concentrated stock solutions are continuously injected into the water stream as irrigation events are underway. Mixing usually occurs in the downstream section of the irrigation pipe or in a small mixing section of the injector. Injection volumes are based on system flow rates, electrical conductivity (EC) sensor feedback or a combination of the two.

When automated injection controls are used, it is possible to rapidly change the dilute solution concentration by adding more or less stock materials relative to the water flow. This is useful if the feed strength needs to be adjusted throughout the day to match growing conditions or if the feed recipes or nutrient concentration need to be changed for various crops. In some instances the actual fertilizer formulation can be changed by either switching to different sets of stock tanks or employing a 'single-element' dosing design where the individual fertilizer constituents are separated into several stock tanks. This enables an in-line injection system to operate in a multiplexing capacity, where the operator can simply 'dial-in' different feed recipes on the same irrigation system (although only one at a time).

In-line injection systems do have some weaknesses compared to dilute tank systems. Low buffer volumes and poor blending may result in dosing accuracy errors and poor final product uniformity. These problems can become more pronounced at low flow rates relative to the design flow rate. If, however, the system is well-designed, tuned and managed, prevention strategies within the software can counteract these issues.

For example, the multi-feed injection system from Argus tracks EC and pH targets for each recipe to ensure accuracy and as a basis for automatic feed strength correction, alarm monitoring, and quality assurance.



Rather than rely exclusively on typical deviation based closed loop control, Argus 'Feed Forward' software intelligence can achieve precision dosing at all design flow rates without any striping inaccuracies, settling times or feedback loop oscillations.

"Horticulturally speaking, there is no difference between the fertigation requirements for cannabis and other commercial crops...the principles and techniques are the same" - David Flood. Greenhouse technologist for Argus Control Systems

Considering Automated Systems

Whether you select dilute tank feeding or an in-line injection system there are a range of options for automating the nutrient dosing process. While automated dosing systems offer many management and productivity features, including reduced fertilizer and water runoff, and better crop quality, they do so at a higher cost and complexity.

Consider a Dilute Tank Control system when:

- The whole crop can be administered with a single feed solution.
- The dilute feed composition and strength (EC) does not change often.
- The pH of water does not need frequent adjustment.

Consider an In-Line Injection system when:

- Irrigation scheduling and nutrient dosing are integrated.
- Supplying more than one nutrient formulation on the same irrigation system (different crop requirements).
- The ability is needed to vary the feeding strength (EC) without having to prepare new stock solutions.

AUTOMATED FERTIGATION

Some automated systems only manage the nutrient dosing equipment while other systems are capable of integrating irrigation scheduling with nutrient dosing activities.

An automated fertigation system can be integrated with the facility's environmental control system where it can be monitored and managed from a centralized user interface along with all the other controlled processes within the grow operation. Fertigation systems vary with each application and should be capable of adapting to the design and operation of the overall facility.

AUTOMATED FERTIGATION (Continued)

This may include controls and monitoring for:

- Tank levels
- EC
- pH
- Acid/base dosing equipment
- Water temperature
- Soil moisture levels
- Leaching rates (overdrain)
- Nutrient dosing equipment
- Pump controls
- Irrigation zone valves
- Line purging
- Recirculation management
- Water treatment equipment (filters, pasteurizers, ozone, UV, etc.)

Total Fertigation Management

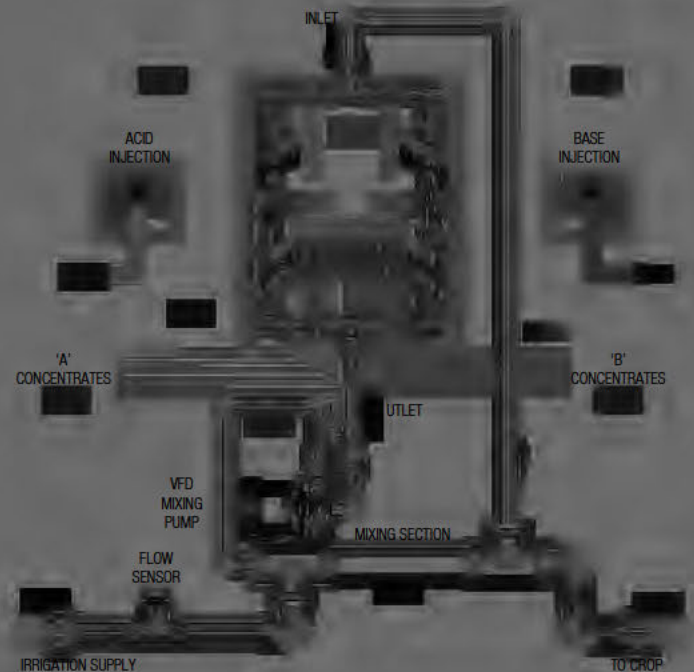
Designed to fit the way you manage your crops

Multi-Feed RM (rack mount) injectors are manufactured exclusively by Argus and feature some of the most advanced capabilities of any nutrient control device.

Depending on your requirements, a Multi-Feed system can provide anything from a single-tank formulation to many separate fertilizer recipes and feed strengths on the same irrigation system. Full single-element dosing options are available as well as standard A/B style stock tank applications. Programming and operations are managed seamlessly by the Argus fertigation management software.

Key Product Features

- Supports up to 64 recipes on a single irrigation system.
- Set target values in parts per million for each recipe element
- System locates the required elements, calculates the amounts to inject and automatically delivers each recipe 'on-the-fly'
- EC and pH targets for each recipe are tracked to ensure accuracy and provide a basis for automatic feed strength correction
- Precision dosing is achieved at all design flow rates.
- Simple venturi injectors are used to draw the fertilizer concentrates into the mixing line to achieve a desired concentration or recipe.
- Metering valves are used to provide precise amounts of concentrate for the current recipe and flow rate.



Easy to Install

- Drop-in units are ready for immediate use.
- Requires only in/out plumbing connections, a line voltage power connection, and a network connection to the Argus irrigation controller.

Easy to Operate

- Feed-forward control intelligence for fast response and the highest dosing accuracy and safety.
- Custom configured to your specifications.

Multi-Feed RM

Nutrient Injection Systems



Total Fertigation Management

The Multi-Feed RM is part of a complete fertigation management system designed to fit the way you manage your crops. No matter how simple or complex your requirements, Argus can provide a comprehensive control solution custom configured for your operation and your needs. All fertigation components including the Multi-Feed RM are managed as a single integrated system including:

- Comprehensive monitoring and data recording of crop moisture and associated climate conditions
- Sophisticated, highly flexible irrigation decision management including priority watering for designated zones
- Fully automated management of system capacity, line pressurization, and all irrigation system components including pumps, distribution branches, selector valves, and purge valves
- Control of all types of application equipment including zone valves, NFT, flood floors, flood benches, and watering booms. High precision nutrient control
- Drainage recapture, treatment, chemistry adjustment and recirculation.

An Argus system provides extensive control over all fertigation parameters and activities. You can dynamically adjust watering rates and nutrient concentrations throughout the day and over the entire cropping cycle based on current climate conditions, drainage volumes, leachate EC/pH, and any other specified values. From a single operator interface you can control:

- Watering frequency - this can be based on any combination of feedback from moisture sensors, programmable start times, manually initiated waterings and feedings, built-in light and evapotranspiration watering models, and other programmable parameters to suit your requirements.
- Watering Volume - both timed and volume based options are available to ensure the correct amount of water is applied for the current conditions. Volumes can be automatically adjusted in relation to the current drain rate, and pulsed application options provide for better soak-in and reduced run-off.
- Nutrient composition and concentration - Multi-Feed RM systems integrate seamlessly with the Argus fertigation software giving you precision control over nutrient concentrations and pH with every watering.
- Just as you can vary the amount of water based on current conditions, a Multi-Feed system enables you to dynamically vary nutrient composition and feed strengths in keeping with your crop management targets.



Multi-Feed RM

Multi-Feed RM (rack mount) injectors are manufactured exclusively by Argus and feature some of the most advanced capabilities of any nutrient control device. The Multi-Feed RM is a complete high performance injector system designed for pressurized in-line injection and management of dilute tank hydroponic nutrient solutions.

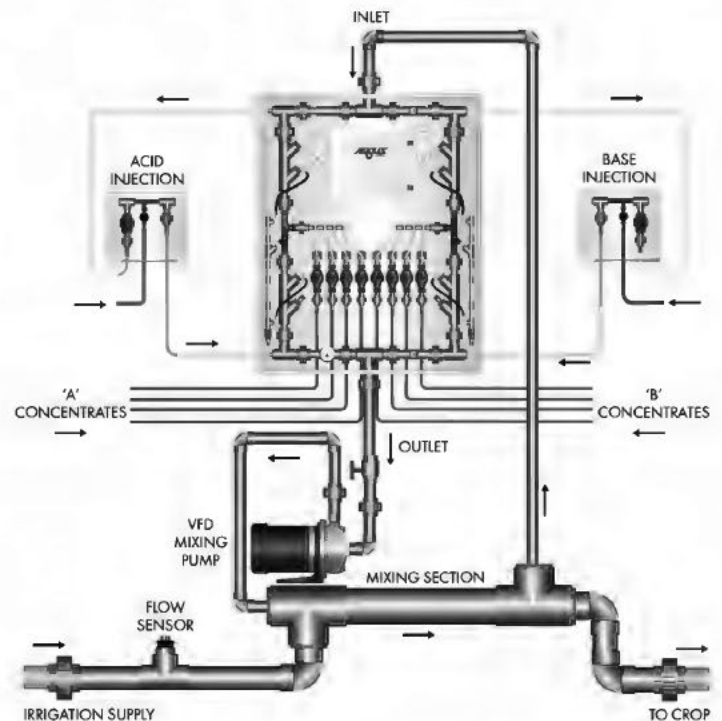
It is normally operated by the same Argus Titan controller that manages your irrigation system (if you don't currently have an Argus system, standalone models are also available). Though deceptively simple in design, the Multi-Feed RM is a technical marvel when coupled with the nutrient control intelligence of the Argus Titan system.

Depending on your requirements, a Multi-Feed system can provide anything from a single-tank formulation to many separate fertilizer recipes and feed strengths on the same irrigation system. Full single-element dosing options are available as well as standard A/B style stock tank applications. This is all handled seamlessly by the Argus fertigation management software. You begin by configuring your Feed Recipes from the available stock concentrates connected to the injector.

The Argus system can support up to 64 recipes on a single irrigation system. In each recipe you can choose simple injection ratios from specified stock tanks or you can enter target values in parts per million for each recipe element and let the fertigation program 'do the math'. It will locate the required elements in the available stock tanks, calculate the amounts to inject for the current flow rate and automatically deliver each recipe 'on-the-fly' when required.

Once your recipes are configured, you simply specify them by name in your irrigation schedules and the Argus system does the rest. EC and pH targets for each recipe are tracked to ensure accuracy and provide a basis for automatic feed strength correction, alarm monitoring, and quality assurance. With Argus 'Feed Forward' intelligence, precision dosing is achieved at all design flow rates without the striping inaccuracies, settling times, and feedback loop oscillations that can plague other injection strategies.

Multi-Feed Injector, Panel and Flow Schematic



Multi-Feed RM

Multi-feed systems use simple venturi injectors to draw the fertilizer concentrates into the mixing line to achieve a desired fertilizer concentration or 'recipe'. The motive flow needed to operate the injectors is provided by an included variable frequency pump that circulates and mixes the concentrates within the Multi-Feed unit. Metering valves are used to provide precise amounts of concentrate for the current recipe and flow rate.

Since the injection software controls each metering valve separately, many styles of injection can be accomplished including single-tank, A/B style dosing, and full single element dosing (where separate tanks are used for each fertilizer salt). In fact, all three dosing styles or intermediate combinations can be delivered by the same Multi-Feed system.

Easy to Install

- Full software configuration for integration with your Argus control system and your irrigation application is provided
- Drop-in units are ready for immediate use
- Requires only in/out plumbing connections, a line voltage power connection, and a network connection to the Argus irrigation controller
- An included variable frequency drive mixing pump provides precision motive flow for injection and mixing
- Temporary casters are provided for ease of unit placement and installation.

Easy to Operate

- A Multi-Feed RM is an integral part of the Argus system - a single, unified control and monitoring system capable of providing precision climate automation, extensive monitoring and data recording, and custom alarm notifications for your entire facility
- Seamless integration with Argus irrigation schedules and irrigation system operations
- Proven Argus feed-forward control intelligence for fast response and the highest dosing accuracy and safety
- Custom configured to your specifications: Single head, A/B, and multi-head options are available (up to 8 injection heads are available on a single RM unit - and up to 16 with the addition of a Multi-Feed RME expansion unit including acid + base injection modules)
- Injectors can be provided for system flow rates anywhere from a few gallons to thousands of gallons per minute.

Safe

- Positive isolation of stock solutions prevents accidental siphoning
- Redundant EC and pH monitoring is standard plus extensive system self-diagnostics, automatic safety shutdowns, and alarms

Full Support

- No need for expensive site visits - the system is designed with remote diagnostic capabilities for fast, efficient support by service professionals
- Modular parts are easily serviceable
- A spare parts kit is included to ensure maximum 'uptime'.

Multi-Feed RM Advantages

- ✓ Easy to install
- ✓ Easy to operate
- ✓ Safe
- ✓ Maximum Performance
- ✓ Full Support



Maximum Performance

- Ideal for both pressurized in-line and dilute tank applications
- Low residual volumes for efficient feed switching
- Excellent mixing at all design flow rates
- High turn-down models are available
- Works with a wide range of stock concentration strengths
- Works with system pressures from 15-80psi
- Few moving parts - made from simple, high quality components.



urban-gro[®]

Titan Omni Sensor

The Titan Omni-Sensor is an aspirated module for in-zone climate monitoring. It combines temperature, humidity, PAR light, and optional CO2 monitoring (SEN-OSM/CO2) in a compact unit that can be suspended anywhere within a monitored or controlled zone. v3.0 Omni-Sensors are backwards compatible with v1 and v2 models.

Applications

The advanced electronics and instrumentation on board the Omni-Sensor make it suitable for a wide range of applications, including greenhouses, growth chambers, produce coolers, high humidity propagation houses and other clean ambient air sampling environments.

Use wherever combined temperature and humidity measurements are required. The integrated light sensor is suitable for confirmation of lighting and shade system operations as well as quantitative light measurement. The **SEN-OSM/CO2** includes an on-board CO2 sensor that can be used for both CO2 monitoring and control applications.

Note: Aspirated sensors are not suitable for environments containing a lot of fog or very fine mist. Fans and other electronic parts will be damaged from prolonged exposure to free water. In addition, moisture will accumulate in the air path affecting both humidity and temperature readings through local evaporation and evaporative cooling until the unit is completely dry again. Use non-aspirated versions of this sensor or other sensors for these special applications. For all other applications, aspiration improves response.

Alternative

Argus provides a wide selection of application-specific sensors and sensor enclosures for use with the Titan system. Other models of the Omni-Sensor include one for temperature-only monitoring (**SEN-OSM/T**) and one for temperature and humidity monitoring (**SEN-OSM/RHT**). Both are supplied without digital displays. Individual sensor options are also available for CO2, PAR light measurement, and many other environmental parameters. For special applications, customer specified sensors can also be connected. Please contact Argus for additional details.

ARGUS[®]

CONTROLS



Features

- A convenient **on-board display** shows the current values for all readings and accepts operator entered field calibration adjustments for the optional CO2 sensor (SEN-OSM-1.2/CO2 model).
- Connects to a Titan I/O Module using **simple, two-conductor shielded or unshielded cable**. This also provides an easy means of suspension for the sensor. Digital communications enable **long wiring runs up to 4000 feet**. Custom cable lengths can be specified.
- Requires only a single digital input on the I/O Module leaving all analog inputs free for other uses. Up to two Omni-Sensors can be connected to one I/O Module.
- High accuracy temperature and humidity measurements. A diagnostic self-test function is included for the humidity sensor.
- A **high-resolution integrated PAR light sensor** is included for measurement of the local light conditions at the sensor location. This is useful for confirming the operation of shade and blackout curtains as well as supplemental lighting equipment.
- **Compact, versatile construction**. The box cover can be rotated 180 degrees, so that the cable enters via the bottom of the unit. This accommodates wall or post mounting and eliminates any shading effect from the cable on the light sensor. A bracket for wall or post mounting is included.

Specifications

Dimension:

4.9" H x 3.3" W x 2.1" D

Power Requirements:

Power is provided by the connected I/O Module via the 2-wire connection.

Cabling:

Factory cable is provided separately. Standard lengths are 15', 30', and 60'. Custom lengths are also available. Cables can also be extended using 2-conductor non-shielded 18-24 AWG UV-resistant cable. A blue Omni-Sensor Input Protection Board is provided with each sensor and must be installed on the I/O Module input as shown. Wiring details are provided with each unit.

Display:

2 line, 16 characters reflective. 0 – 50 °C operating range.

Max Operating Range:

0 °C to +50 °C

Temperature Sensors:

- 2 solid-state digital sensors.
- **Accuracy:** <85%RH ± 0.2°C; >85%RH ± 0.3°C.
- **Range:** -10 to + 40 °C.

Humidity Sensors:

- **Range:** 10 -100 % non-condensing
- **Accuracy:** 10 - 20 %RH: +/- 4%; 20 - 85 %RH +/- 1.8 %; >85 %RH: +/- 4 %

Light Sensor:

PAR (Photosynthetically Active Radiation). Readings are in μmols. The sensor is calibrated to outdoor sunlight as aquantum light sensor. This sensor is intended for general use only.

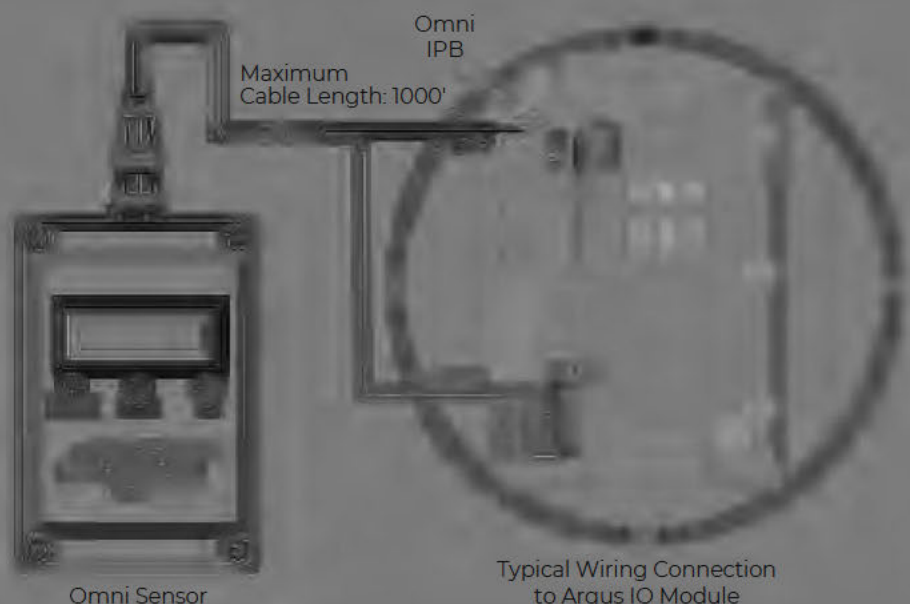
CO2 (SEN-OMNI/CO2 only):

0-2000 ppm dual element NDIR (Non-Dispersive Infra-Red) sensor with an accuracy of +/- 100 ppm + 2 % of measuring value. Sensor is self-calibrating to compensate for aging of the sensor elements.

Wiring Details

Typical wiring example. For installation, refer to the supplied wiring diagrams and instructions.

The supplied Input Protection Board (Omni IPB) provides power for the Omni-Sensor and protection for the I/O Module.



| REVISIONS | | | | |
|-----------|---|--------------------|-----------|----|
| REV. | DESCRIPTION | License Type | DATE | BY |
| 000 | PRODUCTION RELEASE | ERN-2019-001 | 1/10/2020 | AH |
| A | REMOVED 730014-4 SQ WASHER KIT & PICTORIALY UPDATED WHEEL BRACKET KIT | - | 12/1/2021 | AH |
| B | ADDED HCH-BRKT-HDW & HEX KEY TO DC12 & DC21 | REF. ECN-2019-001P | 7/12/2022 | AH |

1 Tray & 2 Channel Hangers (DC12-602472-F##)

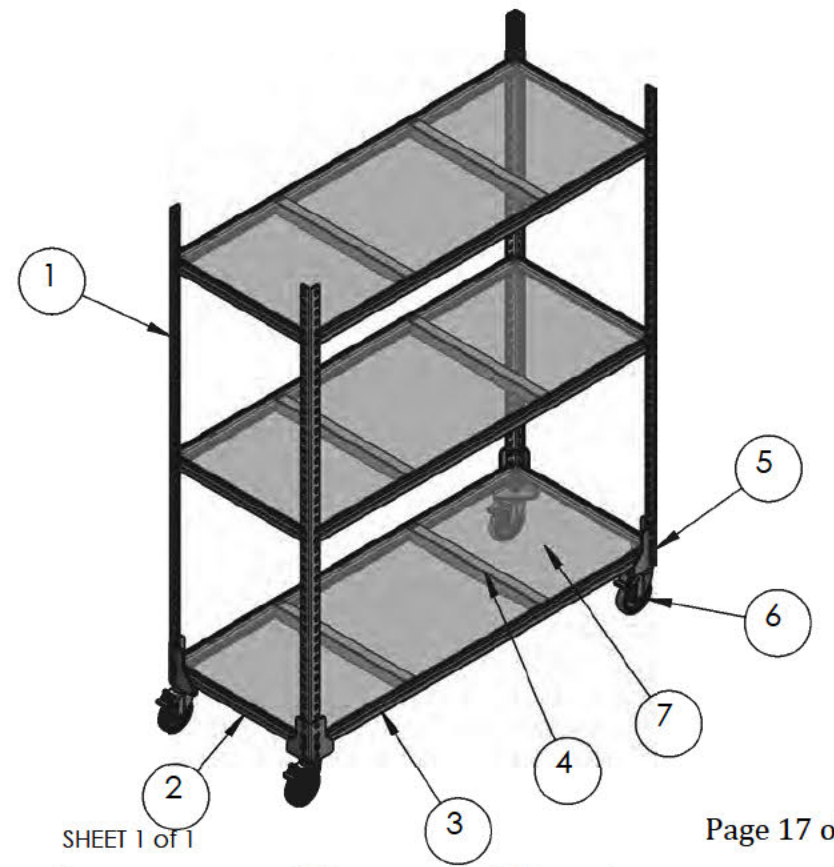
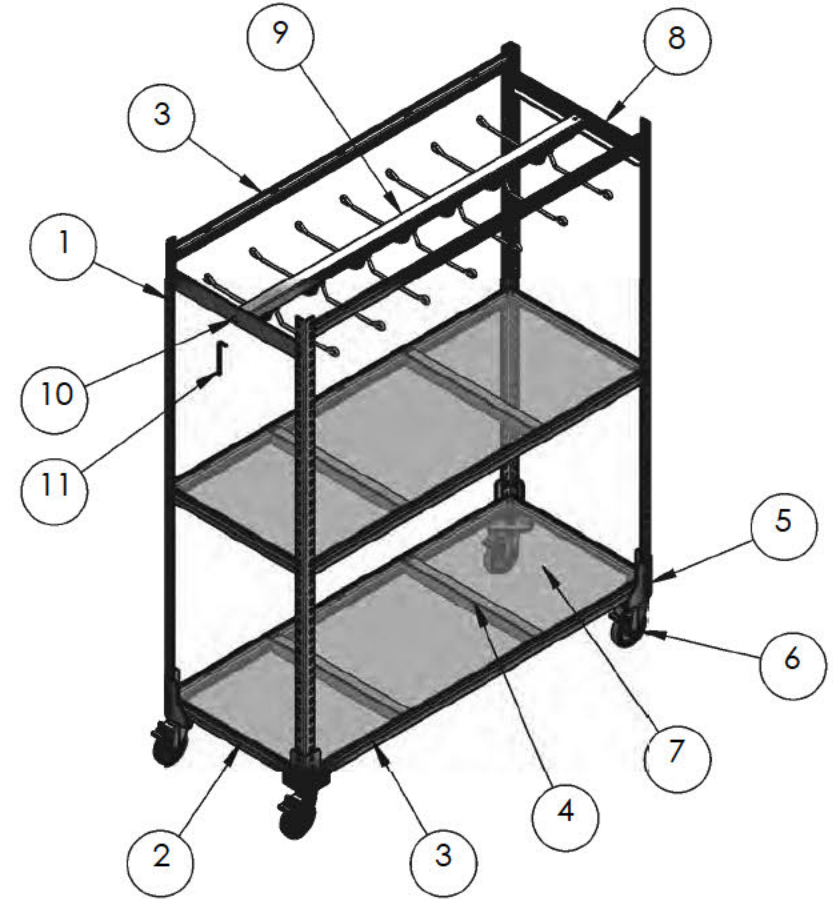
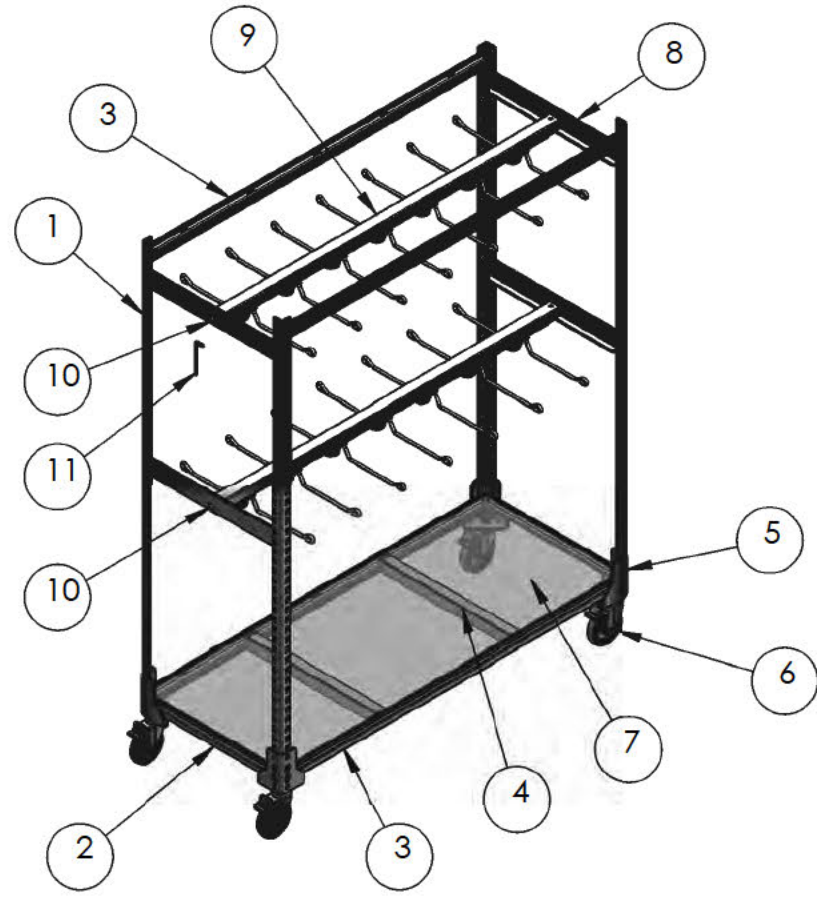
| ITEM | PART NUMBER | DESCRIPTION | QTY. |
|------|--------------|--|------|
| 1 | EUR-72 | 72 Inch L Post | 4 |
| 2 | VDRS-24 | Medium Duty Shelf Support | 2 |
| 3 | VDRS-6014 | Medium Duty Shelf Support | 4 |
| 4 | FBSV-24 | Center Support - VDRS | 2 |
| 5 | SCB-4 | Bracket Kit w/Hardware | 1 |
| 6 | CAS001-L | Caster 5" Polyurethane - T-Stem w/TTLK | 4 |
| 7 | HDPE-24x60 | HDPE 24 X 60 White | 1 |
| 8 | HCH-BRKT-24 | Channel Hanger Bracket | 4 |
| 9 | HCH-60 | Channel Hanger Kit 60" | 2 |
| 10 | HCH-BRKT-HDW | HCH BRACKET HARDWARE KIT | 2 |
| 11 | HCH-HEX_KEY | HEX KEY, 6mm | 1 |

2 Trays & 1 Channel Hanger (DC21-602472-F##)

| ITEM | PART NUMBER | DESCRIPTION | QTY |
|------|--------------|--|-----|
| 1 | EUR-72 | 72 Inch L Post, Gray | 4 |
| 2 | VDRS-24 | Medium Duty Shelf Support | 4 |
| 3 | VDRS-6014 | Medium Duty Shelf Support | 6 |
| 4 | FBSV-24 | Center Support - VDRS | 4 |
| 5 | SCB-4 | Bracket Kit w/Hardware | 1 |
| 6 | CAS001-L | Caster 5" Polyurethane - T-Stem w/TTLK | 4 |
| 7 | HDPE-24x60 | HDPE 24 X 60 White | 2 |
| 8 | HCH-BRKT-24 | Channel Hanger Bracket | 2 |
| 9 | HCH-60 | Channel Hanger Kit 60" | 1 |
| 10 | HCH-BRKT-HDW | HCH BRACKET HARDWARE KIT | 1 |
| 11 | HCH-HEX_KEY | HEX KEY, 6mm | 1 |

3 Trays (DC30-602472-F##)

| ITEM | PART NUMBER | DESCRIPTION | QTY |
|------|-------------|--|-----|
| 1 | EUR-72-F11 | 72 Inch L Post, Gray | 4 |
| 2 | VDRS-24-F11 | Medium Duty Shelf Support | 6 |
| 3 | VDRS-6014 | Medium Duty Shelf Support | 6 |
| 4 | FBSV-24 | Center Support - VDRS | 6 |
| 5 | SCB-4-F## | Bracket Kit w/Hardware | 1 |
| 6 | CAS001-L | Caster 5" Polyurethane - T-Stem w/TTLK | 4 |
| 7 | HDPE-24x60 | HDPE 24 X 60 White | 3 |



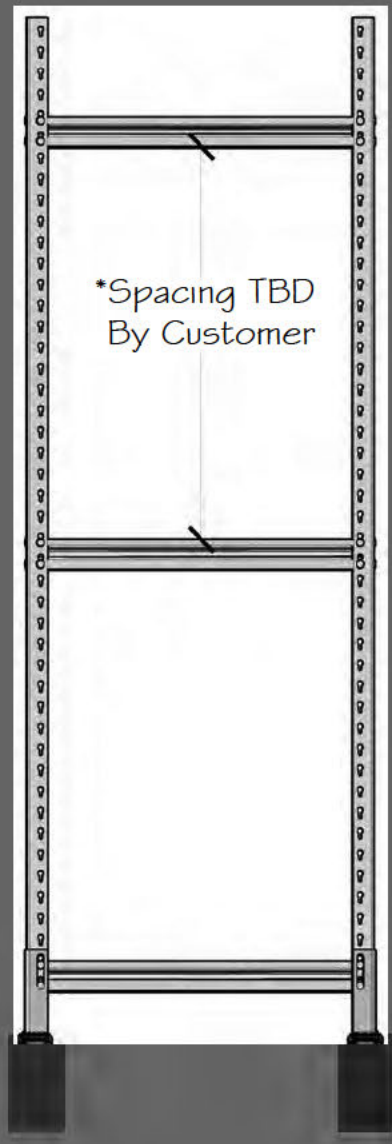
SHEET 1 of 1

Page 17 of 74

| | | | |
|---|--|--|--------|
| DO NOT SCALE DRAWING UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCE: FRACTION 1/8 DECIMALS .XX 0.01 .XXX 0.005 ANGULAR 0.5° | | DRWG DATE 11/6/2019 SCALE @ A-SIZE 1:24 | |
| MODELED BY A. HARTMANN DRAWN BY A. HARTMANN | | MATERIAL NAME DRY CART | |
| FINISH | | DC##-602472-F## | REV. B |

Specifications:
 Rack Height: 6'
 Overall Cart Height: 6'-6"
 Size: 60"x24" Racking Unit
 Shelf Tiers: 3
 Finish: Standard Grey - Anti Bacterial & Anti Microbial
 Available

Horticulture Cart Elevation



A Each Corner

A L-Upright

B "Z" Double Rivet Beams



C Inverted Double Rivet Beams



D Dry Attachment



E Center Support

B All Sides

E | Each Tier

F Each Tier

F Plastic Shelf



EZ-Breeze HAF Basket Fan

J&D Manufacturing's EZ-Breeze HAF (Horizontal Air Flow) Fan is a high-efficiency air circulator that effectively cools people, plants, animals and industrial equipment. The EZ-Breeze reduces condensation, dries animal litter and bedding, controls insects, and creates a uniform temperature throughout your building to reduce heating costs.

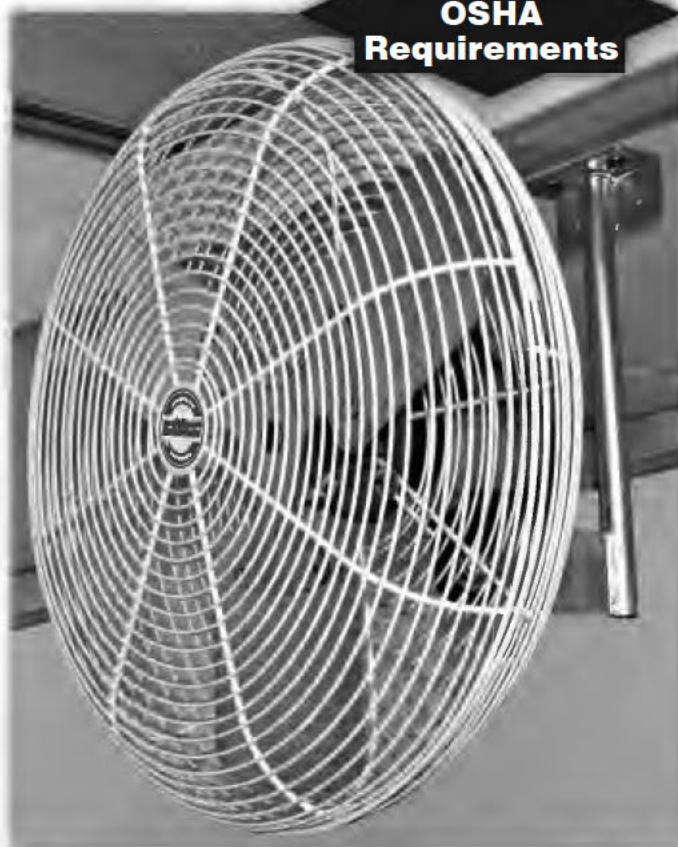
Features

- Available in 12", 16", 20" and 24"
- Includes corrosion resistant hot dip galvanized mounting bracket with u-bolts and nuts
- Aluminum propeller designed to reduce ambient noise levels while maintaining maximum circulation requirements
- Efficient variable speed motors (*requires separate variable speed control to adjust fan speed*)
- Corrosion resistant, white powder coated fan guards meet OSHA 1910.212(a)(5) requirements for installation at any height
- Fan ships completely assembled and ready for installation
- Attached 10' cord with 3-prong plug pre-wired for 115 volts
- Totally enclosed, maintenance-free, direct drive high-efficiency motors have completely sealed ball bearings, are UL/CUL recognized, and are covered by a **Two Year Warranty**
- For additional cooling, use with our misting/fogging product line



No electrician needed!
**Hang it up
Plug it in**

**Guards Meet
OSHA
Requirements**



| Part#~ | Size | Ph | Spd | Thrust CFM | Thrust CFM/Watt | Drive | Prop | Included Bracket |
|---------------------|------|----|--------|------------|-----------------|--------|-------|------------------|
| Single Phase | | | | | | | | |
| VDB12G | 12" | 1 | 1 | 960 | 8.3 | Direct | 3-Alm | VRSBR736-U |
| VDB16G | 16" | 1 | 1 | 1,100 | 11.3 | Direct | 3-Alm | VRSBR736-U |
| VDB20G | 20" | 1 | 1 | 1,410 | 14.9 | Direct | 3-Alm | VRSBR8-U |
| VDB203G | 20" | 1 | 1/Var^ | 3,390 | 11.9 | Direct | 3-Alm | VRSBR8-U |
| VDB24G | 24" | 1 | 1/Var^ | 3,500 | 12.3 | Direct | 3-Glv | VRSBR5-U |
| VDB242G | 24" | 1 | 1/Var^ | 5,020 | 12.3 | Direct | 3-Alm | VRSBR5-U |

~ These units come pre-wired for 115 Volts (*electrician may rewire for 230 Volts*)

^ Variable speed fans require separate variable speed control to adjust fan speed

Bold red text is data based on testing performed by an accredited lab using ANSI/AMCA Standard 230-12

⚠ WARNING: This product can expose you to chemicals including lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/product.

RECIRCULATION FANS

The wide guard HAF Panel Fan from J&D Manufacturing is an efficient and durable solution to your air circulation needs.

Improving air quality reduces the need for antibiotic use by creating:

- Drier litter
- Better Paw Quality
- Reduce ammonia
- Reduce disease
- Reduce humidity
- Increase air movement

Guards

- Heavy gauge powder-coated wide guard on front and rear of fan to maximize air flow while protecting the blades



Housing

- Non-corrosive fiberglass

Poly Prop

Motors

- Totally enclosed, maintenance-free, high-efficiency motors

Choose either

J&D's Gold Star motor

- IP66 rated
- Dust tight
- Wash down from any angle
- CSA recognized
- Covered by a



or

J&D's standard motor

- Have completely sealed ball bearings
- UL and CUL recognized
- Covered by a

Housing

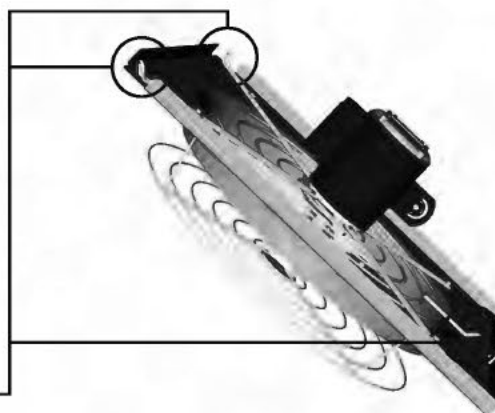
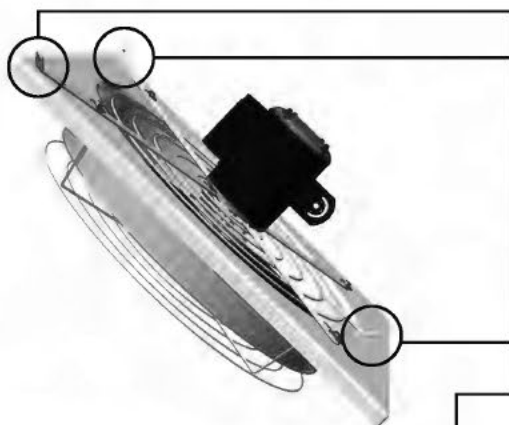
- Heavy-duty, 18 gauge rust resistant galvanized steel

Aluminum Prop

WARNING: This product can expose you to chemicals including lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/product.

HAF Panel Fan with Wide Guard

RECIRCULATION FANS



Built-in mounting loops

- For easy chain or cable installation
- Use top two loops to hang the fan
- Use bottom loop to adjust the fan angle for greater control of the airflow



Fiberglass Models

| Part# | Size | Ph | Spd | Thrust CFM | Thrust CFM/Watt | Drive | Prop |
|---------------------------|------|----|--------|------------|-----------------|--------|-------|
| Fiberglass Housing | | | | | | | |
| Single Phase | | | | | | | |
| VPP20F13P-GS | 20" | 1 | 1/Var^ | 4,250 | 13.8 | Direct | 3-Ply |
| VPP24F13P-GS | 24" | 1 | 1/Var^ | 4,730 | 17.8 | Direct | 3-Ply |
| VPP24F12P-GS | 24" | 1 | 1/Var^ | 6,180 | 12.2 | Direct | 3-Ply |

| Part# | Size | Ph | Spd | Thrust CFM | Thrust CFM/Watt | Drive | Prop |
|---------------------------|------|----|--------|------------|-----------------|--------|-------|
| Fiberglass Housing | | | | | | | |
| Single Phase | | | | | | | |
| VPP20F13P | 20" | 1 | 1/Var^ | 4,070 | 13.7 | Direct | 3-Ply |
| VPP24F13P | 24" | 1 | 1/Var^ | 4,730 | 17.8 | Direct | 3-Ply |
| VPP24F12P | 24" | 1 | 1/Var^ | 6,080 | 12.1 | Direct | 3-Ply |
| Three Phase | | | | | | | |
| VPP20F13P-3 | 20" | 3 | 1/Var^ | 3,990 | 15.0 | Direct | 3-Ply |
| VPP24F13P-3 | 24" | 3 | 1/Var^ | 4,850 | 20.0 | Direct | 3-Ply |
| VPP24F12P-3 | 24" | 3 | 1/Var^ | 6,440 | 12.2 | Direct | 3-Ply |



Galvanized Models

| Part# | Size | Ph | Spd | Thrust CFM | Thrust CFM/Watt | Drive | Prop |
|---------------------------|------|----|--------|------------|-----------------|--------|-------|
| Galvanized Housing | | | | | | | |
| Single Phase | | | | | | | |
| VPP20G13A-GS | 20" | 1 | 1/Var^ | 4,140 | 11.5 | Direct | 3-Alm |
| VPP24G13A-GS | 24" | 1 | 1/Var^ | 4,020 | 13.3 | Direct | 3-Alm |
| VPP24G12A-GS | 24" | 1 | 1/Var^ | 5,470 | 15.3 | Direct | 3-Alm |

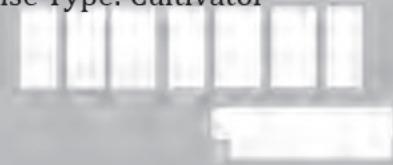
| Part# | Size | Ph | Spd | Thrust CFM | Thrust CFM/Watt | Drive | Prop |
|---------------------------|------|----|--------|------------|-----------------|--------|-------|
| Galvanized Housing | | | | | | | |
| Single Phase | | | | | | | |
| VPP20G13A | 20" | 1 | 1/Var^ | 3,430 | 12.8 | Direct | 3-Alm |
| VPP24G13A | 24" | 1 | 1/Var^ | 4,030 | 14.0 | Direct | 3-Alm |
| VPP24G12A | 24" | 1 | 1/Var^ | 4,790 | 12.9 | Direct | 3-Alm |
| Three Phase | | | | | | | |
| VPP20G13A-3 | 20" | 3 | 1/Var^ | 3,580 | 14.4 | Direct | 3-Alm |
| VPP24G13A-3 | 24" | 3 | 1/Var^ | 4,070 | 16.6 | Direct | 3-Alm |
| VPP24G12A-3 | 24" | 3 | 1/Var^ | 5,560 | 15.3 | Direct | 3-Alm |

^ Variable speed fans require separate variable speed control to adjust fan speed

Bold red text is data based on testing performed by an accredited lab using ANSI/AMCA Standard 230-12

OSHA requires this fan to be mounted a minimum of 7' above the floor

WARNING: This product can expose you to chemicals including lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/product.



| | |
|--|-----------|
| IMPORTANT SAFETY PRECAUTIONS & EXPLANATION OF SYMBOLS | 2 |
| CULTIVATION BEST PRACTICES | 2 |
| GENERAL CARE | 3 |
| SYSTEM HARDWARE & ACCESSORIES | 5 |
| ASSEMBLY INSTRUCTIONS | 6 |
| TECHNICAL SPECIFICATIONS | 8 |
| CAUTIONS & WARNINGS | 10 |
| PRODUCT GUARANTEE & WARRANTY | 16 |

VYPR 2x
VYPR 2p

USER MANUAL

Exhibit 9 - Machinery & Equipment

IMPORTANT SAFETY PRECAUTIONS & EXPLANATION OF SYMBOLS

- Please read this manual thoroughly before attempting to install or operate any Fluence VYPR Series system.
- After successful installation and configuration of the system, be sure to retain this manual in a safe place for future reference. Safety is a key component to a long lasting and trouble free installation.
- It is important you read, fully understand, and observe the subsequent safety precautions. If you are not comfortable with the installation of high performance lighting systems, you should seek the services of a qualified installation professional or call us for help.
- NOTICE: VYPR 2x and VYPR 2p are high-performance lighting systems. Do not touch while in operation.
- Connect the system only to the power sources of the appropriate voltage using the correct AC plug type. Protect power cables from being pinched, walked on, or otherwise damaged. Be especially careful where the power cable enters the power outlet and the unit. Only connect the system to an electrical outlet or extension cord of appropriate type and rating. Connect the system only to the power sources of the correct voltage using the plug received.
- DO NOT defeat the safety purpose of a grounding or polarized plug by removing ground pins or using unsafe adapters. A polarized plug has two blades – one wider than the other. A grounding plug has a third ground prong in addition to the two main conductors. The wide blade or third grounding prong is provided for your safety. If the provided plug does not fit your outlet, consult an electrician to replace your obsolete outlet. If you replace the power cord, only use one of similar type and equal or greater current rating.

License Type: Cultivator

- The system should only be cleaned as directed in the manual. You should seek service for your system by qualified service personnel if any of the following occur:
 1. The power-supply cord or the plug has been damaged.
 2. The unit has been exposed to rain.
 3. The unit exhibits a marked change in performance.
 4. The unit has been dropped, or its enclosure or chassis is damaged.

CULTIVATION BEST PRACTICES

Fluence encourages everyone to experiment and pursue their own techniques. Every crop is different and everyone has different goals. However, our internal research has given us insight into several strategies we would like to share.

- Regularly check your plants' growth and health. Fluence lighting systems deliver high levels of PAR, typically more than experienced in nature. Adjustments to H₂O, CO₂, RH, nutrients, and temperature are typically required.
- Mount your fixture at least 18" from the top of your canopy to ensure optimal uniformity and consistent PPFD. The VYPR Series was designed to provide uniform light dispersion and requires precise deployment. A 1" variation in either direction will have a significant effect in uniformity and PPFD (which may or may not be desired).
- Many plants prefer higher temperatures when exposed to high PPFD. Experiment with higher temperatures to achieve higher yields. Canopy temperature and room ambient temperature often vary. For accurate results, test at the canopy level to gauge leaf surface temperature.

For cultivation recommendations visit
<http://fluence.science/cultivation-guide>

GENERAL CARE

VYPR Series systems are passively cooled with zero moving components. They are designed for harsh environments and years of maintenance-free performance. Some basic care will keep your system operating at peak performance cycle-after-cycle.

- Natural convection removes heat away from the heatsink. In order for the system to properly cool itself, at least one inch of space is required between the fixture and the roof of your grow area. Failure to do so may shorten the fixture's lifespan.
- To achieve the optimal lifespan and performance of your fixtures, routinely check for and remove excess dust, debris, and mineral build up from heatsink and LED array. Cleaning should always be done with the fixture unplugged from its power source using low-pressure compressed air or water to rinse off heatsink or LED array.
- Never use a cloth to clean the diode array. Doing so can scratch or compromise the integrity of the silicon seal, or dislodge diodes entirely.
- To limit degradation, avoid touching the diodes with your hands, even in a powered off state.

For detailed instructions for maintenance and cleaning, please visit www.fluence.science/support/

VYPR 2x and VYPR 2p are high-performance lighting systems. Do not touch while in operation.

Last and most important, please recycle all packaging material. Future generations will thank you.

VYPR 2x

VYPR 2p

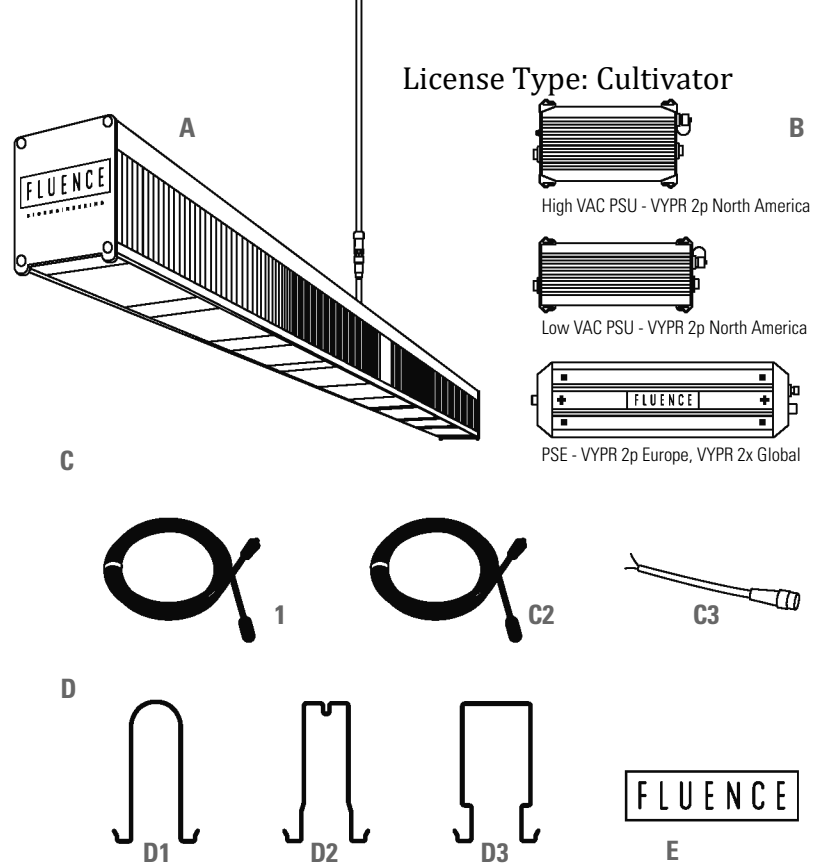
SYSTEM HARDWARE & ACCESSORIES

SYSTEM HARDWARE

- A** VYPR 2x or VYPR 2p fixture
- B** Power Supply pre-configured with Male AC connector, Female DC connector, and Male Dimming connector (dimming sold separately)

ACCESSORIES

- C** AC & DC Cables
 - C1** (1) AC Cable, 6' (1.83m) or 15' (4.57m)
 - C2** (1) DC Cable, 3' (0.91m) or 6' (1.83m)
 - C3** (1) Pigtail Dimming Adapter (purple/grey leads)
- D** Mounting Hardware (depending on your selection at the time of purchase)
 - D1** Pipe Bracket
 - D2** Unistrut Bracket
 - D3** Square Bracket
- E** (1) Vinyl Fluence Sticker

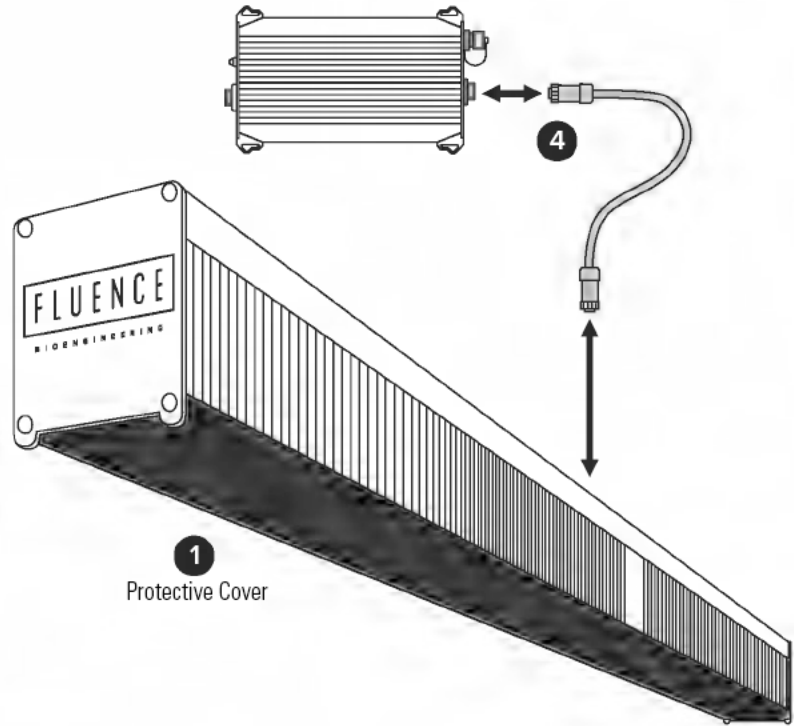


ASSEMBLY INSTRUCTIONS

- Unbox fixture and place on flush, stable surface. Keep the VYPR Series protective cover on the fixture during installation to protect LED array.
- To mount fixture, follow the steps in the installation guide sheet included in the box. Hang the fixture in the desired location and adjust the mounting height to at least 18" above the plant canopy.
- Mount the power supply per installation guide.
- Connect the VYPR fixture to power supply with 3' or 6' DC cable.

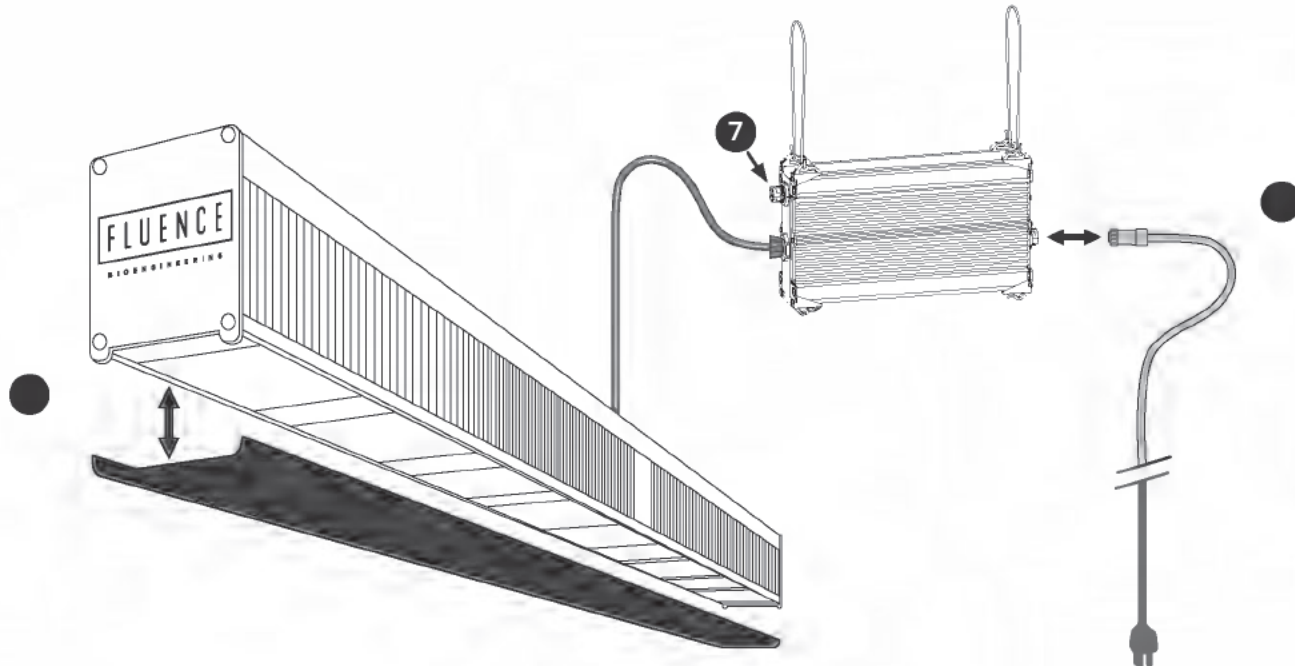
CAUTION: To protect the LED ARRAY,

- Do NOT remove the protective cover during installation.
- Do NOT contact the LED array or protective cover with sharp object or force that may damage the LED's.
- Do NOT leave the protective cover on the fixture after installation. It will melt when powering the fixture.
- Do NOT plug in AC power BEFORE connecting the power supply to VYPR fixture first.



License Type: Cultivator

- Remove the protective cover to expose the LED array.
- Plug in AC power to turn on the VYPR fixture.
- Optional: if connecting to a dimmer system or controller, remove dust cap on the power supply, connect to the included pigtail dimming adapter or 3-pin waterproof dimming connector.



TECHNICAL SPECIFICATIONS

STOCK KEEPING UNIT (SKU) CONFIGURATOR & OPTIONS

| Family | Model | Spectrum | Input Voltage | AC Power Cord | AC Plug | DC Cord Length | Mounting Hardware | Packaging |
|---------|---------|-------------------------|----------------------|------------------|-------------------|----------------|--------------------|-------------------------|
| VR VYPR | 2x X | I PhysioSpec Indoor | 1 120-277V | 06 6.0' (1.83m) | N5P NEMA 5-15P | 03 3' (.91m) | S Square Bracket | S Single Pack (1 set) |
| | | G PhysioSpec Greenhouse | 2 120-277 (PSE only) | 15 15.0' (4.57m) | N6P NEMA 6-15P | 06 6' (1.83m) | U Unistrut Bracket | B20 Bulk Pack (20 sets) |
| | 2p Plus | | 3 347V (PSE only) | | L7P NEMA L7-15P | | P Pipe Bracket | |
| | | | 4 400V (PSE only) | | TFP Schuko Type F | | | |
| | | | 5 480V (PSE only) | | PTP Pigtails | | | |
| | | | 6 347-480V | | VPP VDE Pigtail | | | |

| Model | Input Power | Amps@120V | Amps@208V | Amps@240V | Amps@277V | Amps@347V | Amps@400V | Amps@480V | Frequency |
|---------|-------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| VYPR 2x | 346W | 2.85 | 1.64 | 1.43 | 1.23 | 1.02 | 0.88 | 0.73 | 50/60Hz |
| VYPR 2p | 630W | 5.26 | 3.03 | 2.63 | 2.28 | 1.87 | 1.62 | 1.35 | 50/60Hz |

| | |
|---------------------------------|---|
| Max. Ambient Temperature | Photosynthetic Photon Flux (PPF)¹ |
|---------------------------------|---|

VYPR 2x 95°F / 35°C

VYPR 2x 900 µmol/s

VYPR 2p 95°F / 35°C

VYPR 2p 1700 µmol/s

Energy Efficiency (PAR)/Watt)

VYPR 2x 2.60 µmol/J

VYPR 2p 2.70 µmol/J

Power Supply Specifications

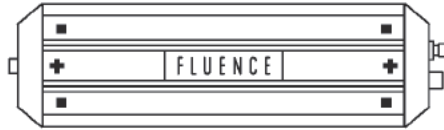
| Light Fixture | Power Supply Type | AC Input | Region |
|-------------------|-------------------|----------------------|---------------|
| VYPR 2p (630W) | PSU - High VAC | 347-480V, 630W | North America |
| | PSU - Low VAC | 120-277V, 630W | North America |
| VYPR 2x (346W) | PSE - Low VAC | 120-277V or 347-480V | Europe |
| | PSE - High VAC | 630W | |
| VYPR 2x (346W) | PSE - Low VAC | 120-277V or 347-480V | Global |
| | PSE - High VAC | 630W | |

License Type: Cultivator

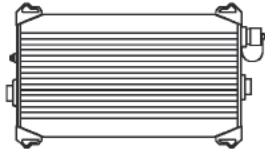
Dimensions and Weight

| | |
|----------------|--|
| VYPR 2x | 24.1" L x 2.9" W x 3.3" H 4lbs 15oz 61.2cm L x 7.4cm W x 8.3cm H 2.2kg |
| VYPR 2p | 46.1" L x 2.9" W x 3.3" H 9lbs 4oz 117.2cm L x 7.4cm W x 8.3cm H 4.2kg |
| PSU - High VAC | 11.47" L x 6.41" W x 2.47" H 7.5lbs 29.1cm L x 16.3cm W x 6.3cm H 3.4kg |
| PSU - Low VAC | 13.02" L x 5.26" W x 2.56" H 7.5lbs 33.1cm L x 13.4cm W x 6.5cm H 3.4kg |
| PSE-342W | 22" L x 6.2" W x 2.9" H 9lbs 55.9cm L x 15.8cm W x 7.3cm H 4.1kg |
| PSE-631W | 22" L x 6.2" W x 2.9" H 12lbs 55.9cm L x 15.8cm W x 7.3cm H 5.4kg |

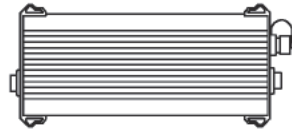
PSE



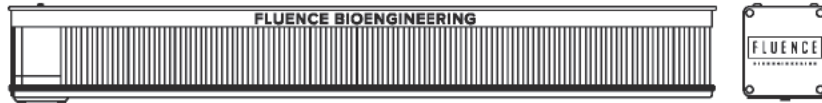
PSU - HV



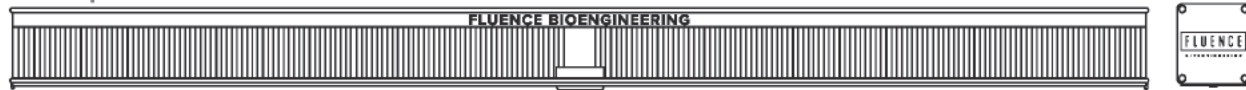
PSU - LV



VYPR 2x



VYPR 2p



WARNING

Risk of electrical shock. To reduce the possibility of serious injury, always take the proper precautions and unplug the fixture before moving or cleaning.

WARNING

Fixture and power supply are UL 1598 Wet Location rated but are not designed to be submerged in water. In the event that the module or power supply enclosure becomes submersed, **first disengage the circuit breaker**, then unplug submersed components before proceeding to remove from water.

CAUTION

To prevent eye damage, avoid looking directly at the unshielded LEDs.

License Type: Cultivator CAUTION

LED and heatsink surfaces may be hot. Allow sufficient cooling time before handling.

To reduce the risk of overheating or fire, never place operating fixtures face down on a flush surface. Always allow for adequate ventilation of fixtures and power supplies.



ETL Rating: VYPR Series fixtures are rated suitable for wet locations. A "wet location" is defined as an interior or exterior location in which water or other liquids may drip, splash or flow on or against the electrical components of a lighting fixture. VYPR Series fixtures and power supply are certified to meet UL standards (ETL) from the Intertek safety consulting and certification company. Systems are cETL listed and are rated IP66 by IEC standard 60529.



The light source of this luminaire is not replaceable; when the light source reached its end of life the whole luminaire shall be replaced.

Horticulture Lighting, not suitable for household room illumination.



- 1 PPF calculations compiled using integrating sphere measurements and typical spectroradiometric data for each LED to determine typical fixture performance. Actual photometric results may vary within the LED manufacturer's bin tolerance.
- 2 Wattage values are typical expected values. Fluence maintains a tolerance of $\pm 10\%$ on flux and power specifications. Target light levels can vary from projected levels depending on ambient temperature, room reflections values and dirt accumulation.

WARNING

ПРЕДУПРЕЖДЕНИЕ (BG)

Риск от електрически удар. За да намалите вероятността от сериозни наранявания, винаги вземайте подходящи предпазни мерки и изключвайте тялото от захранването преди местене или почистване. Тялото и захранването са с рейтинг UL 1598 за влажни помещения, но не са разработени за потапяне във вода. В случай че модулят или корпусът на захранването бъдат потопени, първо изключете прекъсвача, след което изключете потопените компоненти, преди да извадите от водата. За да избегнете увреждане на очите, не гледайте директно в незащитени LED осветелници тела. Повърхностите на LED тялото и топловода може да са горещи. Осигурете достатъчно време за охлаждане преди работни дейности. За да намалите риска от прегряване или пожар, никога не поставяйте работещи тела с лицевата част надолу върху гладка повърхност. Винаги осигурявайте адекватна вентилация на телата или захранването.

VAROVÁNÍ (CZ)

Riziko úrazu elektrickým proudem. Kvůli snížení možnosti vážného zranění vždy přjměte náležitá preventivní opatření a odpojte zařízení před přesunutím nebo čištěním. Zařízení a zdroj napájení odpovídají normě UL 1598 pro mokré umístění, ale nejsou určeny pro ponoření do vody. V případě, že dojde k ponoření modulu nebo skříně zdroje napájení, nejprve vypněte jistič a potom odpojte ponořené komponenty. Teprve potom je možné přikročit k vyjmutí z vody. Dbejte na to, abyste se si nepoškodili zrak, a nedívejte se přímo do nezastíněných LED diod. Povrch LED diody a chladiče může být horký. Než přistoupíte k manipulaci, počkejte dostatečně dlouho, než zařízení vychladnou. Nikdy nedávejte zařízení, které je v provozu, lícní stranou na rovný povrch, abyste snížili riziko přehřátí nebo požáru. Vždy dbejte na dostatečné větrání zařízení a zdrojů napájení.

ADVARSEL (DK)

Risiko for elektrisk stød. For at reducere risikoen

for alvorlig personskade skal du altid tage de korrekte forholdsregler og frakoble armaturet inden flytning eller rengøring. Armatur og strømforstyrning er UL 1598-klassificeret til placering i våde omgivelser, men er ikke beregnet til at blive nedsænket i vand. Hvis modulet eller strømforstyrningskabinettet bliver nedsænket, skal du først frakoble afbryderen og derefter frakoble de nedsænkede komponenter, inden du tager dem ud af vandet. Undlad at se direkte på de ikke-afskærmede LED'er for at undgå øjenskader. LED'ers og varmeaflederens overflader kan være varme. Lad dem køle af, før du håndterer dem. For at reducere risikoen for overophedning eller brand må du aldrig placere tændte armaturer med forside nedad på en plan overflade. Sørg altid for tilstrækkelig ventilation omkring armaturer og strømforstyrninger.

WARNUNG (DE)

Stromschlagrisiko. Um die Gefahr von schweren Stromschlägen zu vermeiden, treffen Sie geeignete Vorkehrungen und stecken Sie den Leuchtkörper aus, bevor Sie ihn bewegen oder säubern. Der Leuchtkörper und das Netzteil sind für Nassbereiche gemäß UL 1598 zertifiziert, dürfen jedoch nicht unter Wasser getaucht werden. Sollte das Modul oder das Netzteilgehäuse unter Wasser getaucht werden, lösen Sie zuerst den Stromkreisunterbrecher und stecken dann die untergetauchten Komponenten aus, bevor Sie sie aus dem Wasser holen. Um Augenschäden vorzubeugen, schauen Sie nicht ungeschützt direkt in die LEDs. LED und Kühlkörperoberflächen können heiß sein. Vor dem Berühren abkühlen lassen. Um das Risiko von Überhitzung oder Feuer zu verringern, legen Sie niemals einen Leuchtkörper in Betrieb mit der LED-Seite nach unten auf eine ebene Oberfläche. Achten Sie immer auf ausreichende Belüftung der Leuchtkörper und Netzteile.

ΠΡΟΕΙΔΟΠΟΙΗΣΗ (GR)

Κίνδυνος ηλεκτροπληξίας. Για μείωση της πιθανότητας σοβαρού τραυματισμού, λαμβάνετε πάντα τις απαραίτητες προφυλάξεις και αφαιρείτε το προϊόν από το ρεύμα πριν από τη μεταφορά ή τον καθαρισμό. Το προϊόν και το τροφοδοτικό διαβέτους βυθισμένου

UL 1598 Υγρής Τοποθεσίας αλλά δεν είναι σχεδιασμένα για να βυθίζονται στο νερό. Στην περίπτωση που η μονάδα ή το περίβλημα του τροφοδοτικού βυθιστούν, κλείστε τον κεντρικό διακόπτη ρεύματος και στη συνέχεια αφαιρέστε από την πρίζα τα βυθισμένα εξαρτήματα πριν προχωρήσετε στην αφαίρεσή τους από το νερό. Για την αποφυγή οφθαλμολογικών βλαβών, αποφύγετε να κοιτάτε απευθείας σε μη προστατευμένα LED. Τα LED και οι επιφάνειες απαγωγής θερμότητας ενδέχεται να είναι καυτά. Περιμένετε να κρυώσουν πριν από τον χειρισμό. Για μείωση του κινδύνου υπερθέρμανσης ή πυρκαγιάς, μην τοποθετείτε ποτέ προϊόντα σε λειτουργία με την πρόσωση προς τα κάτω σε επιφάνειες που δεν προεξέχουν. Παρέχετε πάντα επαρκή εξαερισμό στα προϊόντα και τα τροφοδοτικά.

ADVERTENCIA (ES)

Riesgo de descarga eléctrica. Para reducir la posibilidad de lesiones graves, tome siempre las precauciones adecuadas y desconecte el dispositivo antes de moverlo o limpiarlo. El dispositivo y la fuente de alimentación cuentan con la clasificación UL 1598 pero no están diseñados para sumergirlos bajo el agua. En caso de que el módulo o la fuente de alimentación se sumergiera, desconecte el interruptor de circuito y luego los componentes sumergidos antes de sacarlos del agua. Para prevenir lesiones oculares evite mirar directamente a los LED sin protección. La superficie LED y del dissipador térmico pueden calentarse. Garantice suficiente refrigeración antes de usarlo. Para reducir el riesgo de sobrecalentamiento o fuego, no coloque nunca los dispositivos boca abajo en una superficie empotrada. Permita siempre una ventilación adecuada de los dispositivos y fuentes de alimentación.

HOIATUSI (EE)

Elektrilöögi oht. Tõsisete vigastuste tekkevõimaluse vähendamiseks võtke enne liikumist või puhastamist alati kasutussele vastavad ettevaatusabinõud ja ühendage seade lahti. Seade ja toiteallikaks vastab standardile UL 1598 märgades tingimustes kasutamiseks, kuid ei ole ette nähtud vette kastmiseks. Juhul kui moodul või toiteallikala korpus kastetakse vette, ühendage enne veest

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välja võtmist esmalt lahti kaitseüliliiti ja seejärel eemaldage vooluvõrgust vette kastatud komponendid. Silmakahjustuste vältimiseks vältige ette varjestamata LED-idesse vaatamist. LED-ide ja jahutusradiaatorite pinnad võivad olla kuumad. Enne käsitsemist laske neil piisavalt jahtuda. Ülekuumenemise või tuleohu vähendamiseks ärge kunagi asetage tõlvatavaid seadmeid tasapinnale, eesmine külg allapoole. Tagage seadmetele ja toiteallikatele alati piisav ventilatsioon.

VAROITUS (FI)

SÄHKÖISKUN VAARA. Vakavien vammojen riskin vähentämiseksi tee aina asianmukaisesti varoimet ja irrota laitteiden virtajohto pistorasiasta ennen sen siirtämistä tai puhdistusta. Laitteella ja virtalähteellä on merkintä UL 1598-luokitus, mutta niitä ei ole suunniteltu upotettavaksi veteen. Jos moduulin tai virtalähteen kotelon uppoaa veteen, kytkke ensin virrankatkaisin pois ja irrota sitten uponneiden osien virtajohto pistorasiasta, ennen kuin poistat ne vedestä. Silmävaurioiden estämiseksi vältä katsomasta suoraan suojaamatomiin LED-valoi. LED-valojen ja jäähdytyslevyjen pinnat voivat olla kuumia. Anna niiden jäähtyä riittävän kauan ennen käsittelyä. Ylikuumenemisen tai tulipalon riskin vähentämiseksi älä koskaan aseta toiminnassa olevia laitteita tasaiselle pinnalle alasään suunnattuna. Varmista aina laitteiden ja virtalähteiden riittävä ilmanvaihto.

AVERTISSEMENT (FR)

Risque de choc électrique. Afin de diminuer le risque de blessures graves, toujours prendre les précautions d'usage et débrancher l'appareil avant de le déplacer ou de le nettoyer. L'appareil et l'alimentation électrique sont certifiés selon la norme UL 1598 et adaptés aux endroits humides mais ne sont pas conçus pour être immergés dans l'eau. En cas d'immersion du module ou du boîtier d'alimentation, déconnectez d'abord le disjoncteur et débranchez ensuite les composants immergés avant de les retirer de l'eau. Afin de prévenir toute blessure oculaire, évitez de fixer les LED non protégées. Les surfaces des LED et du radiateur peuvent être chaudes. Laissez refroidir les composants avant toute manipulation. Afin de diminuer le risque de surchauffe ou d'incendie, ne jamais placer des appareils en fonctionnement à

l'envers sur une surface plane. Toujours prévoir une ventilation suffisante des appareils et des alimentations électriques.

UPOZORENJE (HR)

Rizik od električnog šoka. Kako biste smanjili rizik od ozbiljnijih ozljeda, uvijek poduzmite mjere opreza i isključite rasvjetno tijelo prije pomicanja ili čišćenja. Rasvjetno tijelo i napajanje imaju oznaku UL 1598 za vlažna mjesta, ali ne mogu izdržati potapanje u vodi. Ako se modul ili kućište napajanja potopi, prvo isključite osigurač, a zatim isključite potopljene dijelove prije nego što ih nastavite uklanjati iz vode. Nemojte gledati izravno u nezaštićene LED-ove kako biste spriječili oštećenje oka. LED i površine hladnjaka mogu biti vruće. Prije rukovanja pričekajte da se dobro ohlade. Kako biste smanjili rizik od pregrijavanja ili požara rasvjetna tijela nikada nemojte postavljati na ravnu površinu okrenutu licem prema dolje. Uvijek osigurajte odgovarajuću ventilaciju rasvjetnih tijela i napajanja.

FIGYELMEZTETÉ (HU)

Elektromos áramütés veszélye. A súlyos sérülések megelőzése érdekében mindig tegye meg a megfelelő óvintézkedéseket, és tiszta és vagy áthélezés előtt húzza ki a berendezést. A berendezés és a tápegység az UL 1598 szerint nedves helyen használható, de nem mer théto vízbe. Ha a modul vagy a tápegység háza vízbe merülne, először állítsa vissza a megszakítót, húzza ki az elmerült alkatrészeket a hálózati aljzattól, majd vegye ki őket a vízből. A szemkárosodás elkerülése érdekében ne nézzen közvetlenül a szabadon lévő LED-ekbe. A LED-ek és a hőelvezető felületek forrók lehetnek. Hagyjon megfelelő időt a lehűlésre, mielőtt hozzájukk érme. A túlhevülés vagy tűz kockázatának csökkentése érdekében soha ne helyezze a működő berendezést vízszintes felületre lefelé fordítva. Mindig biztosítsa a berendezések és tápegységek megfelelő szellőzését.

AVVERTENZA (IT)

Rischio di elettrocuzione. Per ridurre il rischio di lesioni gravi si raccomanda di prendere sempre le dovute precauzioni e scollegare l'apparecchio prima di spostarlo o pulirlo. L'apparecchio

e l'alimentatore sono adatti ad ambienti umidi conformemente allo standard UL 1598, ma non sono progettati per essere immersi in acqua. Nel caso in cui il modulo o l'involucro dell'alimentatore vengano sommersi, disconnettere per prima cosa l'interruttore, poi scollegare i componenti immersi prima di procedere a rimuoverli dall'acqua. Per prevenire danni agli occhi evitare di guardare direttamente i LED non schermati. Le superfici dei LED e del dissipatore di calore possono diventare molto calde. Assicurarsi che si siano raffreddati a sufficienza prima di maneggiarli. Per ridurre il rischio di surriscaldamento o di incendio, non posizionare mai apparecchi accessi a faccia in giù su una superficie a filo. Assicurare sempre una ventilazione adeguata degli apparecchi e degli alimentatori.

ECKEPTY (KZ)

Ток соғу қаупі бар. Ауыр жарақат алу мүмкіндігін азайту үшін, ардайым тиісті сақтық шараларын орындап, жылжитпас немесе тазаламас бұрын, құрылғыны ажыратыңыз. Құрылғы мен қуат көзі UL 1598 ылғал жер стандартына сәйкес келеді, бірақ суға батыруға арналмаған. Егер модуль немесе қуат көзі суға батырылса, алдымен автоматты ажыратқышты ажыратып, содан кейін судан шығармас бұрын, суға батырылған құрамдасстарды ажыратыңыз. Көздің зақымдалуын болдырмау үшін, экрандалмаған жарық диодты шамдарға тікелей қарамаңыз. Жарық диоды мен радиатор беттері ыстық болуы мүмкін. Пайдаланбас бұрын, салпындау үшін желтікпіт уақыт беріңіз. Шамадан тыс қызып кету немесе өрт шығу қаупін азайту үшін, жұмыс істеп тұрған құрылғыларды тегіс беттерге есқашан бергіңіз емес қаратып қоймаңыз. Құрылғылар мен қуат көздерінің ардайым тиісті түрде желдетілуіне мүмкіндік беріңіз.

[SPÉJIMAS (LT)

Elektros smūgio pavojus. Kad būtų sumažinta rimų sužalojimų galimybė, visada imkitės tinkamų atsarginių priemonių ir atjunkite įrangą prieš ją perkeldami ar valydami. Įranga ir maitinimo šaltinis atitinka UL 1598 drėgnų vietų kategorijos reikalavimus, tačiau jie nėra skirti nardinti į vandenį. Jei modulis arba maitinimo šaltinis

būtų panardintas į vandenį, pirmiausia išjunkite grandinės pertraukiklį, tada atjunkite panardintus komponentus, o tada ištraukite iš vandens. Kad apsaugotumėte akis, stenkites nežiūrėti tiesiogiai į neapsaugotus LED. LED ir į šilumokaičio paviršių gali būti karšti. Prieš atikdami su jais veiksmus palaukite, kol jie pakankamai atvės. Kad būtų sumažintas perkaitimo ar gaisro pavojus, veikiančios įrangos niekada nedėkite priekine dalimi žemyn ant lygaus paviršiaus. Visada pasirūpinkite tinkama įrangoje ir maitinimo šaltiniuose ventiliacija.

BRĪDINĀJUMS (LV)

Strāvas trieciena risks. Lai samazinātu smagu traumu iespējamību, vienmēr veiciet atbilstošus drošības pasākumus un pirms pārvietošanas vai tīrīšanas atvienojiet gaismekli. Gaismeklis un barošanas avots ir norādīti ar UL 1598 Wet Location aizsardzību, taču tie nav domāti iegremdēšanai ūdenī. Ja modulis vai barošanas avota korpus tomēr tiek iegremdēti ūdenī, vispirms izslēdziet jaudas slēdzi, pēc tam, pirms izņemšanas no ūdens, atvienojiet iegremdētās komponentes. Nedziļiniet acu bojājumus, neskatoties tieši uz LED bez aizsarga. LED un radiatora virsmas var būt karstas. Pirms darbībām, atļaujiet tām atdzist. Lai samazinātu pārkaršanas vai uguns draudus, nekad nenovietojiet ieslēgtus gaismekļus ar priekšpusi uz leju uz līdzenas virsmas. Vienmēr nodrošiniet atbilstošu gaismekļa un barošanas avota ventilāciju.

ADVARSEL (NO)

Fare for elektrisk støt. For å redusere muligheten for alvorlig personskade må du alltid ta de riktige forholdsreglene og koble fra armaturen før du flytter eller rengjør den. Armaturen og strømforsyningen er UL 1598-klassifisert for våt plassering, men er ikke utformet for å senkes ned i vann. Hvis modulen eller strømforsyningsskabinettet blir senket ned i vann, må du først koble fra kretsbrøkeren og deretter koble fra komponenter under vannet, før du fjerner enheten fra vannet. Ikke se direkte på LED-lysene som ikke er skjemat, da dette kan føre til øyeskader. LED- og kjøleplateflater kan være varme. Gi tilstrekkelig tid til nedkjøling før håndtering. For å redusere risikoen for overoppheting eller brann må du ikke montere armaturen opp ned på en plan overflate.

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Du må alltid sørge for tilstrekkelig ventilasjon av armaturer og strømforsyninger.

WAARSCHUW NG (NL)

Risico op een elektrische schok. Neem altijd de juiste voorzorgsmaatregelen om de kans op ernstig letsel te verminderen en ontkoppel de armatuur alvorens deze te verplaatsen of te reinigen. Armatuur en stroomvoorziening zijn gecertificeerd volgens UL 1598 Wet Location (natte locatie), maar zijn niet ontworpen om te worden ondergedompeld in water. In het geval de module of de behuizing van de stroomvoorziening onder water raakt, koppelt u eerst de stroomonderbreker los en vervolgens de ondergedompelde componenten voordat u deze uit het water haalt. Kijk niet rechtstreeks in de onbeschermd led's om oogletsel te voorkomen. Het oppervlak van led's en koellichamen kan heet zijn. Laat deze voldoende lang afkoelen voordat u deze vastpakt. Plaats in werking zijnde armaturen nooit met de voorkant naar beneden op een vlak oppervlak om het risico op oververhitting of brand te voorkomen. Zorg altijd voor voldoende ventilatie van armaturen en stroomvoorzieningen.

OSTRZEŽEN E (PL)

Ryzyko porażenia prądem elektrycznym. Aby zmniejszyć prawdopodobieństwo odniesienia poważnych obrażeń, należy zawsze stosować odpowiednie środki ostrożności i odłączyć oprawę od zasilania przed wymontowywaniem lub czyszczeniem. Oprawę i zasilacz są przeznaczone do stosowania w pomieszczeniach z instalacją wodną zgodnie z oznaczeniem UL 1598 Wet Location, ale nie mogą być zanurzone w wodzie. W razie zanurzenia modułu lub obudowy zasilacza w wodzie przed rozpoczęciem osuszania najpierw odłącz rozłącznik wyłącznik awaryjny, a następnie odłącz zainstalowane elementy od zasilania. Aby zapobiec uszkodzeniu oczu, nie należy patrzeć bezpośrednio na nieosłonięte diody LED. Dioda LED i radiator mogą być gorące. Przed kontynuowaniem pracy poczekać na ostygnięcie elementów. Aby zmniejszyć ryzyko wystąpienia przegrzania lub pożaru, nigdy nie kładź świecących opraw stroną emitującą światło na zupełnie płaskiej powierzchni. Należy zawsze zapewnić odpowiednią wentylację opraw i zasilaczy.

ADVERTÊNCIA (PT)

Risco de choque elétrico. Para reduzir a possibilidade de ferimentos graves, tome sempre as devidas precauções e desligue a luminária antes de a mover ou limpar. A luminária e a fonte de alimentação são classificadas como UL 1598 (Adequado para Locais Húmidos), mas não são projetadas para serem submersas na água. No caso de o módulo ou o compartimento da fonte de alimentação ficar submerso, primeiro desconecte o disjuntor e então desligue os componentes antes de removê-los da água. Para evitar danos aos olhos, evite olhar diretamente para os LEDs não blindados. As superfícies do LED e do dissipador de calor podem estar quentes. Aguarde o tempo suficiente de arrefecimento antes de utilizar. Para reduzir o risco de sobreaquecimento ou incêndio, nunca coloque luminárias em funcionamento com a face voltada para baixo numa superfície nivelada. Sempre garanta a ventilação adequada de luminárias e fontes de alimentação.

AVERTISMENT (RO)

Risc de electrocutare. Pentru a reduce posibilitatea rănirii grave, luați întotdeauna precauțiile corespunzătoare și deconectați aparatul înainte de a-l deplasa sau curăța. Aparatul și sursa de alimentare dețin clasificarea UL 1598 - Locație umedă, dar nu sunt proiectate pentru a fi scufundate în apă. În cazul în care modulul sau carcasa de alimentare intră sub apă, întâi decuplați întrerupătorul, apoi deconectați componentele scufundate înainte de a continua scoaterea din apă. Pentru a preveni rănirea ochilor, evitați să priviți direct la LED-urile neprotectate. Suprafețele LED și ale radiatorului pot fi fierbinți. Lăsați suficient timp pentru a se răci înainte de manipulare. Pentru a reduce riscul de supraîncălzire sau incendiu, nu așezați niciodată aparatele în stare funcționare cu fața în jos pe o suprafață plană. Permiteți întotdeauna o ventilație adecvată a aparatelor și a surselor de alimentare.

ПРЕДУПРЕЖДЕНИЕ (RU)

Опасность поражения электрическим током. Чтобы уменьшить вероятность получения серьезных травм, всегда принимайте надлежащие меры по обеспечению

безопасности и отключайте устройство перед перемещением или чисткой. Конструкция устройства и блок питания соответствуют требованиям эксплуатации в сырых помещениях UL 1598 Wet Location, но не предназначены для погружения в воду. В случае погружения модуля или корпуса блока питания в воду сначала разъедините автоматический выключатель, затем отсоедините погруженные компоненты, прежде чем вынимать их из воды. Во избежание повреждения глаз избегайте смотреть прямо на неэкранированные светодиоды. Поверхности светодиодов и теплоприемника могут быть горячими. Подождите несколько минут перед работой с ними. Чтобы снизить риск перегрева или возгорания, никогда не кладите рабоче устройство лицом вниз на ровную поверхность. Всегда предусматривайте достаточную вентиляцию светодиодов и источников питания.

VÝSTRAHA (SK)

Riziko zásahu elektrickým prúdom. Aby ste znížili riziko vážneho poranenia, pred presúvaním alebo čistením vždy prijmite náležité bezpečnostné opatrenia a výrobok odpojte. Výrobok a napájací zdroj majú klasifikáciu UL 1598 pre mokré miesta, nie sú však určené na ponorenie do vody. V prípade, že dôjde k ponoreniu modulu alebo krytu napájacieho zdroja, najskôr vypnite istič, potom odpojte ponorené komponenty a až potom ich vyviahnite z vody. Aby ste predišli poškodeniu očí, nepozerajte sa priamo do netienených diód LED. LED diódy a povrch chladiča môžu byť horúce. Pred manipuláciou ich nechajte dostatočne ochladnúť. Aby ste znížili riziko prehriatia alebo požiaru, výrobky u prevádzke nikdy nekladte prednou stranou nadol na rovný povrch. Vždy zabezpečte dostatočnú ventiláciu výrobkov a napájacích zdrojov.

OPOZORILO (SI)

Nevarnost električnega udara. Ogrodje pred premikanjem ali čiščenjem vedno pravilno zaščitite in izklopite napajanje, s čimer zmanjšate možnost resnih poškodb. Čeprav locata ogrodje in napajanje ocenjujeta UL 1598 Wet Location, nista namenjeni uporabi pod vodo. Če sta modul ali ohišje napajalnika pod vodno gladino, najprej odstranite prekinjalnik električnega kroga,

nato odklopite potopljene komponente, preden izdelek vzamete iz vode. Ne glejte neposredno v nezakrite LED-luči, s čimer preprečite poškodbe oči. Površina LED-luči in hladilnega telesa je lahko vroča. Pred uporabo pustite, da se ohladi. Delujoče opreme nikoli ne postavite z licem navzdol na ravno površino, da preprečite tveganje pregrevanja ali požara. Vedno poskrbite za primerno prezračevanje opreme in napajalnika.

UPOZORENJE (RS)

Rizik od električnog udara. Da biste smanjili mogućnost ozbiljnih povreda, uvek preduzмите odgovarajuće preventivne mere i isključite opremu pre premeštanja ili čišćenja. Oprema i električno napajanje predviđeni su za rad na vlažnim lokacijama prema standardu UL 1598, ali nisu projektovani za potapanje u vodu. U slučaju da se kućište modula ili električnog napajanja potopi, prvo odvojite osigurač, a zatim isključite potopljene komponente pre nego što ih izvadite iz vode. Da biste sprečili oštećenje vida, izbegavajte da gledate direktno u nezaštićene LED indikatore. Površine LED indikatora i hladnjaka mogu biti vruće. Ostavite dovoljno vremena za hlađenje pre rukovanja. Da biste smanjili rizik od pregrevanja ili požara, radne elemente nikada nemojte stavljati okrenute licem ka ravnoj površini. Uvek omogućite dovoljnu ventilaciju opreme i električnog napajanja.

VARNING (SE)

Risk för elektriska stötter. För att minska risken för allvarliga personskador ska du alltid vidta lämpliga försiktighetsåtgärder och koppla ur fixturen innan du flyttar eller rengör den. Fixtur och strömförsörjning är godkända enligt UL 1598 för användning i våtrum, men de är inte utformade för att nedsänkas i vatten. Om modulen eller strömförsörjningshölet blir nedsänkta ska du först stänga av kretsbrytaren och sedan koppla ur de nedsänkta komponenterna innan du lyfter upp dem ur vattnet. Titta aldrig direkt på de oskyddade lysdioderna eftersom det kan leda till ögonskador. Ytor med lysdioder eller kylflänsar kan vara heta. Avsätt tillräcklig tid för kylning före hantering. Minska risken för överhettning eller brand genom att aldrig placera fixturer i drift med framsidan nedåt på en plan yta. Säkertställ alltid att fixturer

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och strömförsörjningsenheter har tillräcklig ventilation.

UYARI (TR)

Elektrik çarpmaya riski. Ciddi yaralanmalari önlemek için her zaman gerekli önlemleri al n ve hareket ettirmeden veya temizledikten önce düzeneği ç karn. Kablo ve güç kaynağı ıslak yerlerde kullan m için UL 1598 uyumludur. Ancak suya bat nilmamaldr. Modülün veya güç kaynağının su alt nda kalması halinde suyu temizledikten önce ilk olarak devre kesicisini çıkar n ve ardından su alt nda kalma bekleşenlerin başlangıcını n kendin. Göze zarar vermemesi için koruyucusuz LED'lere doğrudan bakmay n. LED ve ısı giderici yüzeyler s cak olabilir. Dokunmadan önce yeteri kadar soğumasını bekleyin. Aş r ısınma veya yang n riskini önlemek için düzeneği düz bir zemine üst taraf aşağıya gelecek şekilde koymay n. Düzeneğin ve güç kaynağının yeteri miktarda havalandır ımasını sağlayın.

УВАГА! (UA)

Небезпека ураження електричним струмом. Щоб уникнути можливості серйозно травмуватися, завжди дотримуйтеся належних запобіжних заходів і вимикайте прилад із розетки перед переміщенням або чисткою. Прилад і блок живлення відповідають вимогам для використання у вологому середовищі, наведеним у стандарті UL 1598, але не розраховані на занурення у воду. Якщо модуль або блок живлення було занурено у воду, перш ніж дістати його, вимкніть автоматичний мікровмикач і від'єднайте відріз від розетки. Щоб уникнути пошкодження зору, не дивіться на відкриті світлодіоди. Світлодіоди і поверхні радіаторів можуть бути гарячими. Перш ніж торкатися приладу, зачекайте, поки він охолоне. Щоб уникнути перегріву чи пожеги, ніколи не ставте ввімкнений прилад ліцевою стороною вниз на гладку поверхню. Завжди забезпечуйте належну вентиляцію приладів і джерел живлення.

Importer:

OSRAM GmbH

Nonnendammallee 44

13629 Berlin

Germany



D Produkt zur Raumbeleuchtung im Haushalt nicht geeignet GB Product not suitable for domestic household lighting F Produit inadapte a l'eclairage interieur d'une habitation I Prodotto non idoneo a impianti di illuminazione domestici E Producto no adecuado para iluminacion residencial P Produto nao adequado para iluminacao domestica GR Το προϊόν δεν είναι κατάλληλο για φωτισμό οικιακής χρήσης NL Product niet geschikt voor huishoudelijke verlichtingsdoeleinden S Produkten ar ej lampfor för hushallsbelysning FIN Tuotetta ei voida käyttää kotitalouksien valaistukseen N Produktet er ikke egnet til a lyse opp rom med DK Produktet er ikke egnet husholdningsbelysning CZ Vyrobek není vhodný pro osvětlení domácnosti RUS Продукт не подходит для бытового освещения помещений KZ Бұл өнім үйдегі тұрмыстық жарықтандыруға жарамсыз H A termék nem alkalmas háztartási világításnak PL Produkt nie jest odpowiedni do oświetlenia domowego SK Produkt nie je vhodný na osvetlenie miestnosti v domácnosti SLO Izdelek ni primeren za osvetlitev bivalnih prostorov TR Urun, ev aydınlatması için uygun değildir HR Proizvod nije prikladan za rasvjetu prostorija u kućanstvu RO Produsul nu este adecvat pentru iluminatul locuinței BG Продуктът не е подходящ за жилищно-битово осветление EST Toode ei sobi majapidamisvalgustiks LT Prietaisais neskirtas namų apšvietimui LV Pro-

dukts nav piemērots apgaismojumam mājās. SRB Proizvod nije pogodan za rasvetu u domaćinstvu UA Продукт не підходить для побутового освітлення приміщень



D WEEE-Gerätekennzeichen: Nicht in den Hausmüll werfen! Sachgerechte Entsorgung der Produkte und Verpackung nach geltendem Landesrecht vornehmen. GB WEEE device identification: Do not dispose of in domestic waste! Proper disposal of the product and packaging must be done in accordance with the applicable national law. F Identification WEEE du dispositif : ne pas jeter avec les déchets ménagers ! Le produit et son emballage doivent être éliminés conformément à la législation nationale en vigueur. I Identificazione RAEE del dispositivo: Non smaltire con i rifiuti domestici! Lo smaltimento corretto del prodotto e dell'imballaggio deve essere effettuato secondo la legge nazionale applicabile. E Identificación RAEE del dispositivo: No desechar con los residuos domésticos. El desecho adecuado del producto y el embalaje debe llevarse a cabo de conformidad con la ley nacional aplicable. P Identificação do dispositivo REEE: Não deite fora no lixo doméstico! A eliminação adequada do produto e da embalagem deve ser feita em conformidade com a legislação nacional aplicável. GR Αναγνώριση συσκευής WEEE: Μην απορρίπτετε με τα οικιακά απορρίμματα! Η απόρριψη του προϊόντος και της συσκευασίας πρέπει να γίνεται σύμφωνα με την ισχύουσα εθνική νομοθεσία. NL WEE-apparaatidentificatie: niet weggooiën bij het huishoudelijke afval! Correcte verwijdering van het product en verpakking dient te gebeuren overeenkomstig de toepasselijke nationale wetgeving. S Enhetsens identifikation for WEEE: Slang inte bland hushallssoport! Produkten och förpackningen

maste slangas på ett korrekt sätt i enlighet med gällande nationell lag. FIN WEEE-laitetunnus: Ala havita kotitalousjätteen seassa! Tuotteen ja pakkauksen asianmukainen hävittäminen on suoritettava soveltuvien paikallisten lakien mukaisesti. N WEEE Enhetsidentifikasjon: Skal ikke kastes i husholdningsavfallet! Riktig avhending av produktet og emballasjen må gjøres i henhold til gjeldende nasjonale lover. DK WEEE enhetsidentifikation: Ma ikke bortskaffes med husholdningsaffald! Korrekt bortskaffelse af produktet og emballagen skal ske i overensstemmelse med g.I.dende national lovgivning. CZ Označení zařízení podle systému WEEE: Nevyhazovat do domovního odpadu! Správná likvidace výrobku a obalu musí být provedena v souladu s platnými národními legislativními předpisy. RUS Идентификация устройства в соответствии с Директивой ЕС (WEEE) об отходах электрического и электронного оборудования: Не выбрасывайте продукт вместе с бытовыми отходами! Продукт и упаковку необходимо утилизировать надлежащим образом в соответствии с действующим национальным законодательством. KZ WEEE курлығы идентификаторы: үй қорысымен бірге тастамаңыз! Бұл өнім мен оның қаптамасының тасталуы қолданыстағы ұлттық заңға сай дұрыс орындалуы тиіс. H WEEE keszulek azonosító: Kommunális hulladékba helyezni tilos! A termék és a csomagolás megfelelő ártalmatlanítással a hatályos nemzeti szabályozás szerint kell elvegezni. PL Identyfikacja urządzenia WEEE: Urządzenia nie wolno wyrzucać wraz ze zwykłymi odpadami domowymi! Właściwe usuwanie produktu i opakowania musi odbywać się zgodnie z obowiązującym prawem krajowym. SK Označenie zariadenia WEEE: Nelikvidujte v rámci komunálneho odpadu! Riadna likvidácia tohto produktu a obalov sa musí vykonať v súlade s národnými právnymi predpismi. SLO Identifikacija izdelka v smislu OEEO: Ne zavržite med gospodinjnske odpadke! Izdelek in embalažo je treba med odpadke zavržiti ustrezno in v skladu z veljavno nacionalno zakonodajo. TR WEEE cihaz kimliği: Evsel atıkları dahil etmeyin! Urun ve ambalaj n

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doğru biçimde imhası ilgili ulusal yasaya uygun olarak gerçekleştirilmelidir. HR Oznaka WEEE na uređaju: ne odlažite u kućni otpad! Proizvod i pakiranje potrebno je ispravno odložiti u skladu s primjenjivim zakonom države. RO Identificarea dispozitivelor WEEE: Nu eliminați produsul în gunoială menajeră! Eliminarea corectă a produsului și ambalarea se vor face în conformitate cu legea națională aplicabilă. BG Идентификация на устройството по WEEE: Да не се изхвърля в битовите отпадъци! Правилното третиране на продукта и опаковката му като отпадъци трябва да става в съответствие с приложимото национално законодателство. EST WEEE-seadme identifitseerimine: Arge visake olmejaatmetesse! Toote ja pakendite nouetekohane kõrvaldamine peab toimuma kooskõlas kehtivate siseriiklike õigusaktidega. LT WEEE įrenginio identifikacija: nešalinti kartu su buitinėmis atliekomis! Gaminio ir pakuotės šalinimas turi būti atliekamas pagal šalies galiojančius įstatymus. LV WEEE ierices identifikācija: neizmet sadzīves atkritumos! Produkts un iepakojums jāizmet atbilstoši piemērojamam valsts likumam. SRB Identifikacija WEEE uređaja: Nemojte da odlažete u otpad iz domaćinstva! Proizvod i pakovanje morate da odložite u otpad u skladu sa važećim nacionalnim zakonom. UA Ідентифікація пристрою відповідно до Директиви ЄС (WEEE) щодо відпрацьованого електричного та електронного обладнання: Не викидайте продукт разом з іншим домашнім сміттям! Продукт та упаковку слід утилізувати належним чином відповідно до діючого національного законодавства.



D Produkt, bei der der Schutz gegen elektrischen Schlag auf der Anwendung der Schutzkleinspannung (SELV) beruht und in der Spannung höher als SELV nicht erzeugt werden. GB The product protects against risk of electric shock with safety extra-low voltage

(SELV), not exceeding voltages above SELV. F Le produit protège des risques d'électrocution grâce à la très basse tension de sécurité (TBTS) ; il ne présente pas de tension supérieure à la TBTS. I Il prodotto protegge dal rischio di scossa elettrica grazie al sistema a bassissima tensione (SELV) che non supera le tensioni SELV. E El producto protege contra riesgo de descarga eléctrica con voltaje bajo extra seguro (SELV) que no exceda los voltajes superiores a SELV. P O produto protege contra o risco de choque elétrico com a tensão de segurança muito baixa (SELV), nao excedendo as tensões acima de SELV. GR Το προϊόν προσφέρει προστασία από ηλεκτροπληξία λόγω της εξαιρετικά χαμηλής τάσης (SELV). Το προϊόν δεν υπερβαίνει τις τάσεις πάνω από το επίπεδο SELV. NL Dit product beschermt tegen het risico op elektrische schokken met extra lage veiligheids spanning (SELV); de SELV wordt niet overschreden. S Produkten skyddar mot risken for elektrisk chock med extra lag sakerhetsspänning (SELV) som inte overstiger spänning over SELV. F N Tuote on suojattu sähköiskua vastaan erityisen alhaisen suojajännitteen (SELV) ansiosta, jännitteet eivät ylitä SELV-jännitettä. N Produktet beskytter mot risikoen for elektrisk stot med ekstrapolert lavspenning (SELV), som ikke overstiger spenningen over SELV. DK Produktet beskytter mod risiko for elektrisk stød med sikkerheds – ekstra-lavspænding (SELV, safety extra-low voltage), der ikke overstiger spænding over SELV. CZ Vyrobek chráni pred urazem elektrickým proudem vzhledem k extra-nizkému napětí (SELV), nevyskytuje se zde napětí nad SELV. RUС Продукт предотвращает риск поражения электрическим током благодаря работе при безопасном сверхнизком напряжении (БСНН). Напряжение не превышает БСНН. KZ Бул өнім қауіпсіз өте төменгі кернеу (SELV) мөлшерінен жоғары кернеуден аспайтын қауіпсіз өте төменгі кернеудің арқасында электр тогына тусу қаупінен қорғалған. H A termék biztonságos torpézfeszültség (SELV) alkalmazásával ved az elektromos aramutes veszélyelevel szemben, a SELV értéket nem haladja meg a feszültség.

PL Produkt chroni przed porażeniem prądem elektrycznym dzięki obwodowi bardzo niskiego napięcia (SELV), nie przekraczającemu napięcia powyżej SELV. SK Produkt chráni pred zariadením elektrickým prúdom použitím ochranného nízkeho napätia (SELV), nedosahuje sa napätie prekračujúce SELV. SLO Izdelek varuje pred električnim udarom zaradi varnostne male napetosti (SELV) in ne presega napetosti, višjih od SELV. TR Urun, SELV üzerindeki voltajlara cıkıyaman, guvenli cok dusuk gerilimle (SELV) elektrik şoku riskine karşı korur. HR Proizvod elektra zaštitu od električnog udara primjenom sigurnosnog malog napona (SELV). Ne generiraju se naponi koji premašuju SELV. RO Produsul protejează împotriva riscului de electrocutare cu tensiune de siguranță foarte joasă (SELV), fără să depășească tensiunile mai mari decât SELV. BG Продуктът осигурява защита от електрически удар с безопасно свръхниско напрежение (SELV), което не се повишава до стойности над SELV. EST Toode kaitseb elektriloogi ohu eest maandamata kaitsevaikepinge susteemiga (SELV), mis ei uleta SELV-i korgemaid pingeid. LT Prietaisais apsaugo nuo elektros smūgio pavojiaus, jei žema saugi įtampa (SELV) neviršija SELV įtampos. LV Produkts pasargā no elektrošoka riska, jo tam ir izteikti zema strāva (SELV), kas nepārsniedz strāvas līmeni virs SELV. SRB Proizvod štiti od rizika od električnog udara putem izuzetno niskog bezbednog napona (SELV), koji ne prekoračuje napone iznad SELV. UA Продукт запобігає ризику ураження електричним струмом завдяки роботі при безпечній наднизькій напрузі (БННН). Напруга не перевищує БННН.



CE D CE-Kennzeichen: Hiermit erklärt OSRAM, dass dieses Produkt den grundlegenden Anforderungen und den relevanten Vorschriften der europäischen Richtlinien entspricht. GB CE marking: OSRAM declares

that this product conforms with the basic requirements and relevant provisions of the European guidelines. F Marquage CE: OSRAM declare que ce produit répond aux exigences de base et aux dispositions applicables des directives européennes. I Marchio CE: OSRAM dichiara che questo prodotto e conforme ai requisiti di base e i provvedimenti pertinenti secondo le linee guida europee. E Marca CE: OSRAM declara que este producto cumple con los requisitos basicos y las disposiciones relevantes de las directrices europeas. P Marca CE: A OSRAM declara que este produto esta em conformidade com os requisitos basicos e as disposicoes relevantes das diretrizes europeias. GR Σήμανση CE: Η OSRAM δηλώνει ότι το προϊόν αυτό συμμορφώνεται με τις βασικές απαιτήσεις και τις σχετικές διατάξεις των ευρωπαϊκών οδηγιών. NL CE-markering: OSRAM verklaart dat dit product voldoet aan de basisvereisten en relevante bepalingen van de Europese richtlijnen. S CE-marking: OSRAM tillkannager att den här produkten uppfyller de grundläggande kraven och relevanta bestämmelserna i de europeiska riktlinjerna. FIN CE-merkintä: OSRAM takaa, etta tama tuote taittaa Eurooppalaiset perusvaatimukset ja muut tarkeat vaatimukset. N CE-merking: OSRAM erkl.rer at dette produktet oppfyller krav og relevante bestemmelser i de europeiske retningslinjene. DK CE-merking: OSRAM erkl.rer, at dette produkt overholder de grundlggende krav og relevante bestemmelser i de europ.iske vejledninger. CZ Značka CE: Společnost OSRAM prohlašuje, že tento výrobek splňuje základní požadavky a ustanovení evropských směrnic. RUС Маркировка CE: компания OSRAM заявляет, что данный продукт отвечает основным требованиям и соответствующим положениям Европейских директив. KZ CE белгісі: OSRAM компаниясы бул өнімнің Еуропаық нұсқаулықтардың негізгі талаптары мен қатысты ережелеріне сай екенін жариялайды. H CE jeloles: Az OSRAM kijelenti, hogy a termék teljesíti az Európai irányelvek alapvető követelményeit es vonatkozó előírásait. PL Oznacowanie CE: firma OSRAM oświadcza, że niniejszy produkt jest zgodny z podstawowymi wymogami i

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Horticulture Use

FLUENCE

BY USRAM

Review our products, share your grow and stay abreast of the latest Fluence news and product releases through the channels below:



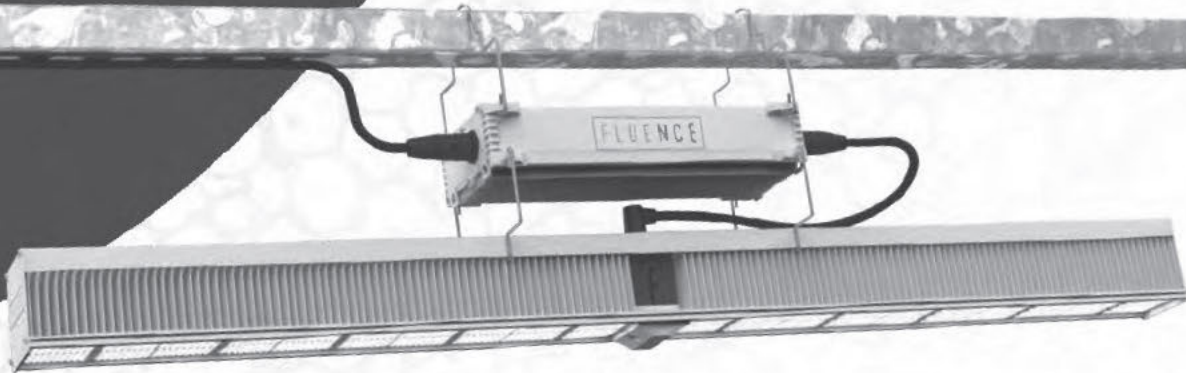
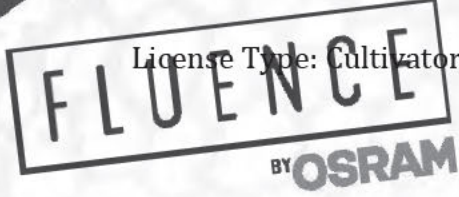
512.212.4544
fluence.science

OUR PRODUCT GUARANTEE & WARRANTY

Every VYPR 2 system is engineered and built by Fluence Bioengineering using state-of-the-art robotics and hand craftsmanship. All VYPR 2 systems are guaranteed against manufacturing defects for five years from date of purchase. Contact us at support@fluencebioengineering.com for more warranty information.

We stand behind our research, we stand behind our technology and we stand behind our clients. www.fluence.science/warranty/

VYPR 3p GLOBAL



THANK YOU FOR CHOOSING FLUENCE!

Please confirm that all hardware and accessories received are correct for your VYPR application before you begin the installation.

- 1. SYSTEM HARDWARE & ACCESSORIES 2**
 - 1.1 Light Fixture and Power Supply 2
 - 1.2 Mounting Hardware 3
 - 1.3 DC Power Extension Cables 3
 - 1.4 DC Dimming Cables 3
 - 1.5 AC Power Extension Cables 4
- 2. DIMENSIONS AND WEIGHT 5**
- 3. CAUTIONS AND WARNINGS 5**
- 4. IMPORTANT SAFETY PRECAUTIONS & EXPLANATIONS 8**
- 5. CULTIVATION BEST PRACTICE 8**
- 6. GENERAL CARE 8**
- 7. SYSTEM WIRING DIAGRAMS AND SPECIFICATIONS 9**
- 8. SYSTEM INSTALLATION INSTRUCTIONS 10**
- 9. MOUNTING INSTRUCTIONS 11**
 - 9.1 Combo Mount Hanger Kit (Fixture and PSU2) 11
 - 9.2 Perpendicular Mount Kit (Fixture) 11
 - 9.3 Parallel Mount Kit (Fixture) 12
 - 9.4 Unistrut Hanger Kit (Fixture and PSU2) 13
 - 9.5 Pipe Hanger Kit (Fixture and PSU2) 13
 - 9.6 Square Hanger Kit (Fixture and PSU2) 13
 - 9.7 Combo Mount Hanger Kit (PSU2) 14
 - 9.8 Power Supply Surface Mount Kits (PSU2) 15
- 10. PRODUCT GUARANTEE & WARRANTY 16**



1. SYSTEM HARDWARE AND ACCESSORIES

AMERICAS

| FAMILY | MODEL | PhysioSpec™ SPECTRUM | INPUT VOLTAGE | PACKAGING | |
|--------|-------|----------------------|-----------------------------------|------------------------|--|
| VR | VYPR | 3P Gen 3 PLUS | BP6 BROAD R6 | LVG 120-277V AC | B Bulk Pack S Single Pack |
| | | | BP8 BROAD R8 | HVG 347-480V AC | |
| | | | HR9 DUAL R9B High Efficacy | | |
| | | | DR9 DUAL R9B | | |
| | | | DR5 DUAL R5B (Antho) | | |

| PhysioSpec™ SPECTRUM | SKU Abbreviation | Part Number Light Fixture | DC Current | Part Number - Power Supply | |
|-------------------------------|------------------|---------------------------|------------|----------------------------|---------------------------|
| | | | | PSU2 LVG 600W 120-277V AC | PSU2 HVG 600W 347-480V AC |
| BROAD R6 | VR-3P-BP6 | 10500 | 11.7A | 71530 | 71537 |
| BROAD R8 | VR-3P-BP8 | 10499 | | | |
| DUAL R9B High Efficacy | VR-3P-HR9 | 10532 | 11.4 A | 10506 | 10509 |
| DUAL R9B | VR-3P-DR9 | 10498 | | | |
| DUAL R5B (Antho) | VR-3P-DR5 | 10501 | | | |

EUROPE

| FAMILY | MODEL | PhysioSpec™ SPECTRUM | INPUT VOLTAGE | PACKAGING | |
|--------|-------|----------------------|-----------------------------------|--------------------|--|
| VR | VYPR | 3P Gen 3 PLUS | BP6 BROAD R6 | LVG 230V AC | B Bulk Pack S Single Pack |
| | | | BP8 BROAD R8 | HVE 400V AC | |
| | | | HR9 DUAL R9B High Efficacy | | |
| | | | DR9 DUAL R9B | | |
| | | | DR5 DUAL R5B (Antho) | | |

| PhysioSpec™ SPECTRUM | SKU Abbreviation | Part Number Light Fixture | DC Current | Part Number - Power Supply | |
|-------------------------------|------------------|---------------------------|------------|----------------------------|-----------------------|
| | | | | PSU2 LVG 600W 230V AC | PSU2 HVE 600W 400V AC |
| BROAD R6 | VR-3P-BP6 | 10500 | 11.7A | 71530 | 71533 |
| BROAD R8 | VR-3P-BP8 | 10499 | | | |
| DUAL R9B High Efficacy | VR-3P-HR9 | 10532 | 11.4 A | 10506 | 10507 |
| DUAL R9B | VR-3P-DR9 | 10498 | | | |
| DUAL R5B (Antho) | VR-3P-DR5 | 10501 | | | |

SYSTEM HARDWARE

VYPR 3p Light Fixture

PSU2 Power Supplies

PSU2 LVG 600W 120-277 V AC

PSU2 HVG 600W 347-480 V AC

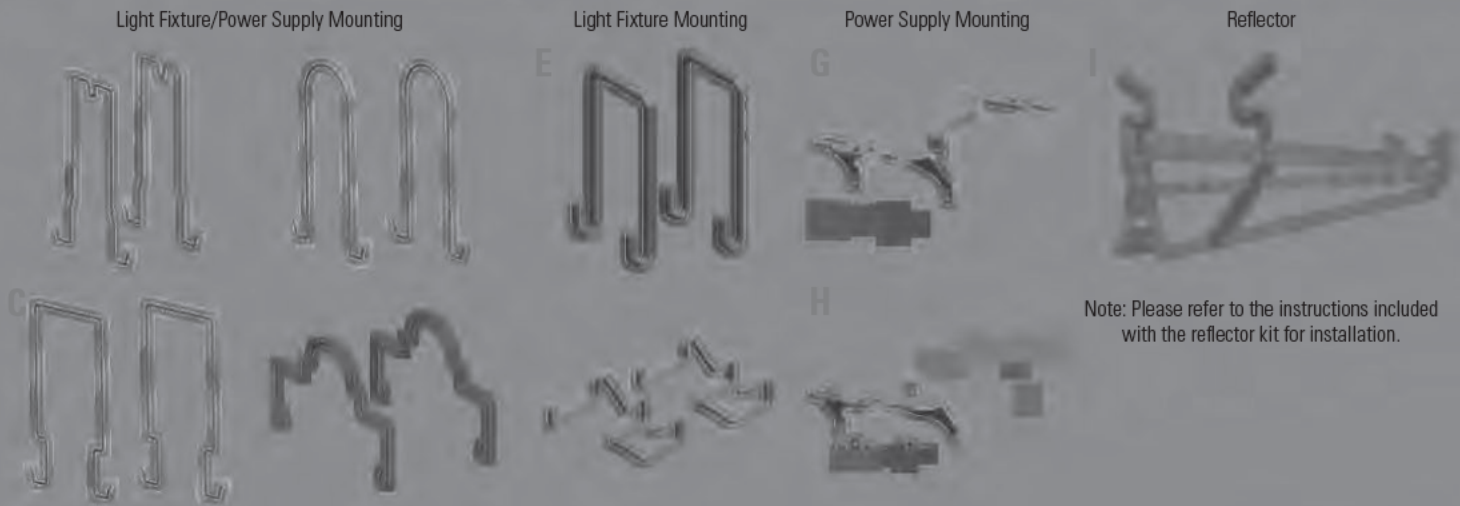
PSU2 HVE 600W 347-400 V AC



1. SYSTEM HARDWARE AND ACCESSORIES

(Sold and Packaged Separately)

| MOUNTING HARDWARE | Quantity per Light Fixture | Power Supply PSU2 LVG 600W 120-277V AC | Power Supply PSU2 HVG 600W 347-480V AC | Power Supply PSU2 HVE 600W 347-400V AC | Ordering Code | QTY/ Carton |
|---|----------------------------|--|--|--|---------------|-------------|
| Unistrut Wire Hanger (unistrut width ≤ 1.63" / 41mm) | 1 Kit | 1 Kit | 1 Kit | 1 Kit | AMV2-10120-20 | 20 Kits |
| Pipe Wire Hanger (Pipe diameter ≤ 1.75" / 44mm) | 1 Kit | 1 Kit | 1 Kit | 1 Kit | AMV2-10121-20 | 20 Kits |
| Square Wire Hangers (truss width ≤ 2.75" / 70mm) | 1 Kit | 1 Kit | 1 Kit | 1 Kit | AMV2-10119-20 | 20 Kits |
| Combo Mount Wire Hanger | 1 Kit | 1 Kit | 1 Kit | 1 Kit | AMV3-10569-20 | 20 Kits |
| Perpendicular Mount Wire Hanger (1"x2" / 25x50mm strut) | 1 Kit | N/A | N/A | N/A | AMV3-10572-20 | 20 Kits |
| Parallel Mount bracket (1"x2" / 25x50mm strut) | 1 Kit | N/A | N/A | N/A | AMV3-10571-20 | 20 Kits |
| PSU2 LVG 600W and HVE 600W surface mount Kit | N/A | 1 Kit | N/A | 1 Kit | AMPS-10453-10 | 10 Kits |
| PSU2 HVG 600W surface mount Kit | N/A | N/A | 1 Kit | N/A | AMPS-10454-10 | 10 Kits |
| VYPR 3P Reflector Kit 20-inch | 2 Kits | N/A | N/A | N/A | ARV3-10529-40 | 40 Kits |
| | | N/A | N/A | N/A | ARV3-10529-10 | 10 Kits |



(Sold and Packaged Separately)

| DC POWER CABLES (Fixture to Power Supply) GLOBAL | Quantity per Light Fixture | Ordering Code | QTY/ Carton |
|--|----------------------------|---------------|-------------|
| 3-FT DC Extension Cable | 1 pc | CDCG-70720-10 | 10 pcs |
| 6-FT DC Extension Cable | 1 pc | CDCG-70721-10 | 10 pcs |
| Combo Mount - 18-IN Right Angle DC Extension cable | 1 pc | CDCG-71591-10 | 10 pcs |



(Sold and Packaged Separately)

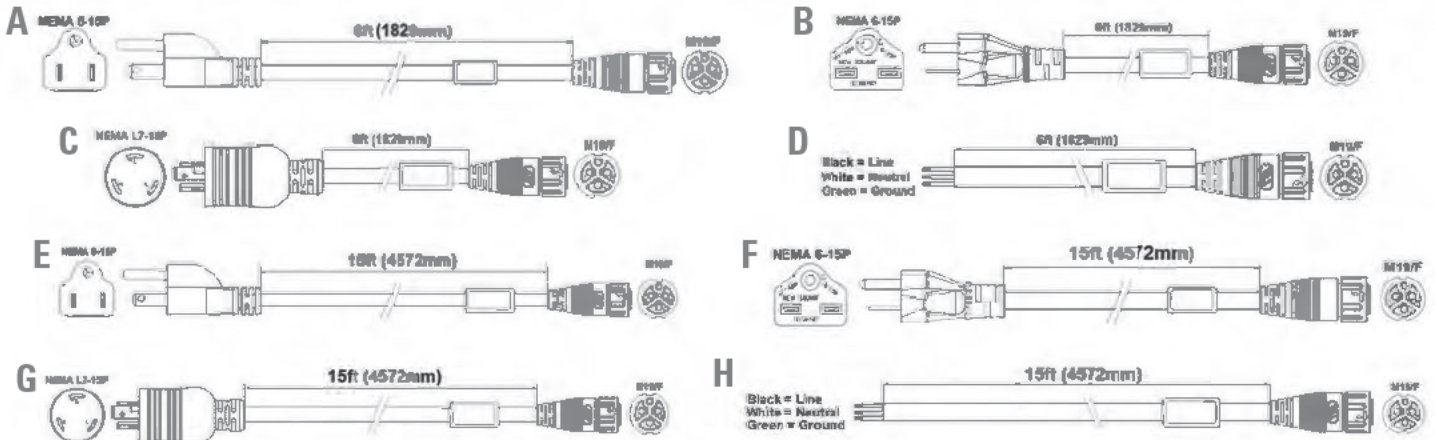
| DC DIMMING SIGNAL CABLE (Power Supply to dimmer or dimming control panel) | Quantity per Light Fixture | Ordering Code | QTY/ Carton | Region |
|---|----------------------------|---------------|-------------|----------|
| 11 IN (279mm) dimming signal cable, pigtail, M12 connector | 1 pc | CDMA-71561-10 | 10 pcs | Americas |
| 80cm (31.5 IN) dimming signal cable, CCA, pigtail, M12 connector | 1 pc | CDME-71526-10 | 10 pcs | Europe |



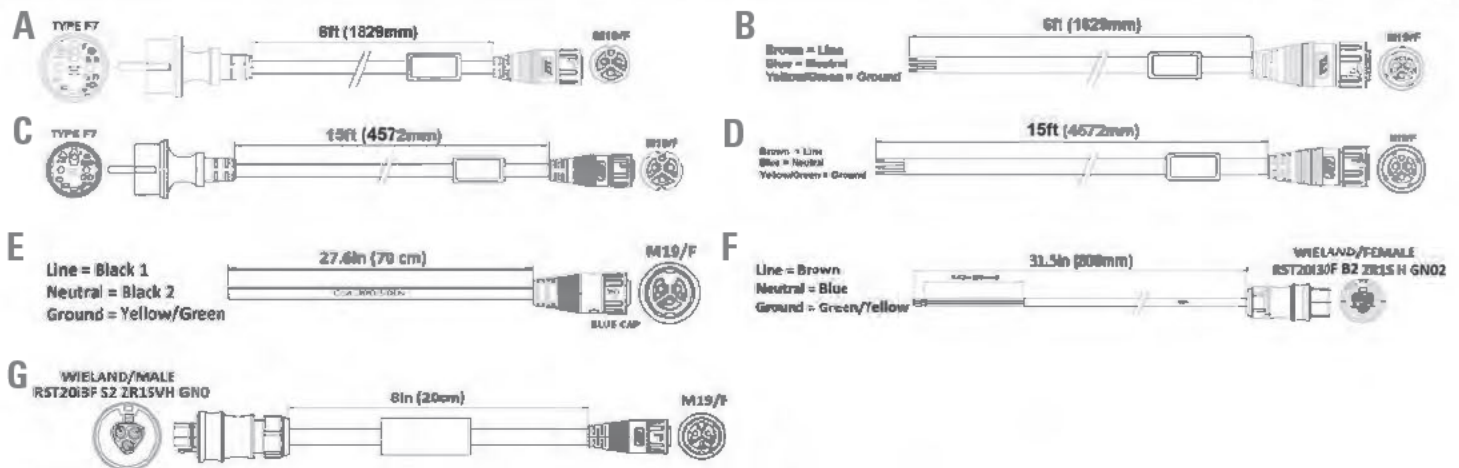
1. SYSTEM HARDWARE AND ACCESSORIES

1.5 AC Power Cables (Sold and Packaged Separately)

| AC POWER CABLE (Power Supply to AC Line) AMERICAS | | Quantity per Power Supply | Ordering Code | QTY/ Carton |
|---|---|---------------------------|---------------|-------------|
| A | 6-FT AC Extension Cable, NEMA 5-15P Plug, Max125V AC | 1 pc | CACA-70748-10 | 10 pcs |
| B | 6-FT AC Extension Cable, NEMA 6-15P Plug, Max125V AC | 1 pc | CACA-70750-10 | 10 pcs |
| C | 6-FT AC Extension Cable, NEMA L7-15P Plug, Max 277V AC | 1 pc | CACA-70752-10 | 10 pcs |
| D | 6-FT AC Extension Cable, Pigtail, Max. 480V AC | 1 pc | CACA-70754-10 | 10 pcs |
| E | 15-FT AC Extension Cable, NEMA 5-15P Plug, Max125V AC | 1 pc | CACA-70749-05 | 5 pcs |
| F | 15-FT AC Extension Cable, NEMA 6-15P Plug, Max125V AC | 1 pc | CACA-70751-05 | 5 pcs |
| G | 15-FT AC Extension Cable, NEMA L7-15P Plug, Max 277V AC | 1 pc | CACA-70753-05 | 5 pcs |
| H | 15-FT AC Extension Cable, Pigtail, Max 480V AC | 1 pc | CACA-70755-05 | 5 pcs |

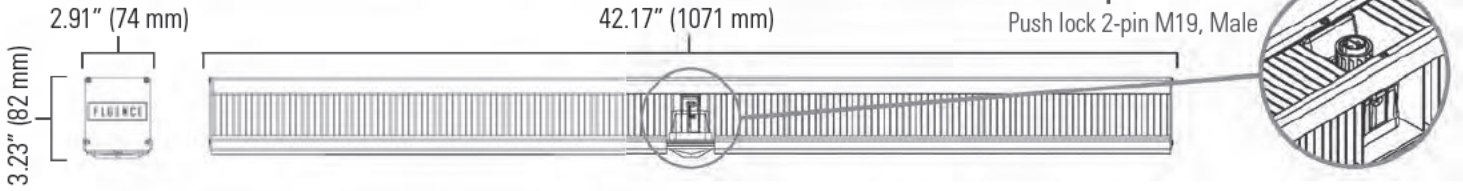


| AC POWER CABLE (Power Supply to AC Line) EUROPE | | Quantity per Power Supply | Ordering Code | QTY/ Carton |
|---|---|---------------------------|---------------|-------------|
| A | 1.83m (6 FT) AC Extension Cable, VDE, Schuko Type F7 plug, 230V AC | 1 pc | CACE-70774-10 | 10 pcs |
| B | 1.83m (6 FT) AC Extension Cable, VDE, pigtail (not for CE Countries) | 1 pc | CACE-71161-10 | 10 pcs |
| C | 4.57m (15 FT) AC Extension Cable, VDE, Schuko Type F7 plug, 230V AC | 1 pc | CACE-70775-05 | 5 pcs |
| D | 4.57m (15 FT) AC Extension Cable, VDE, pigtail (not for CE Countries) | 1 pc | CACE-71162-05 | 5 pcs |
| E | 70cm (27.6 IN) AC Extension Cable, CCA, pigtail (230/400V CE application) | 1 pc | CACE-71411-10 | 10 pcs |
| F | 80cm (31.5 IN) AC Extension Cable, CCA, pigtail, (used with adapter cable) Wieland connector Part #: 20i30F B2 ZR1S H GN02 (Female) | 1 pc | CACE-71650-10 | 10 pcs |
| G | Wieland AC Connector Adapter for Power Supply, CCA cable, 20cm (8 inch) Wieland Part #: RST20i3F S2 ZR1SVH GN0 (Male) | 1 pc | CACE-71576-10 | 10 pcs |



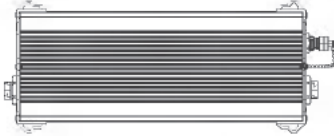
2. DIMENSIONS AND WEIGHT

VYPR 3p

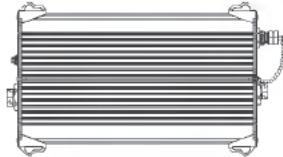


DC Input Connector:
Push lock 2-pin M19, Male

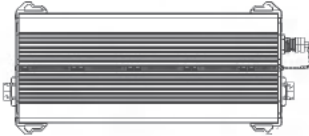
PSU2 LVG
600W-470W
120-277 V AC
P/N 71530, 10506



PSU2 HVG
600W-470W
347-480 V AC
P/N 71537, 10509



PSU2 HVE
600W 347-400 V AC
P/N 71533, 10507



VYPR 3p

| Length | Width | Height | Weight | Region |
|---------|-------|--------|---------|--------|
| 42.17" | 2.91" | 3.23" | 7.8 lbs | Global |
| 1071 mm | 74 mm | 82 mm | 3.5 Kg | |

Power Supplies

| Part Number | DC Current | Type | AC Input | Length | Width | Height | Weight | Region |
|-------------|------------|----------|-----------------------|--------|--------|--------|---------|--------|
| 71530 | 11.7 A | PSU2 LVG | 120-277 V 50/60 Hz | 13.43" | 5.26" | 2.56" | 7.1 lbs | Global |
| 10506 | 11.4 A | | | 341 mm | 134 mm | 65 mm | 3.2 Kg | |
| 71537 | 11.7 A | PSU2 HVG | 347-480 V 50/60 Hz | 11.5" | 6.41" | 2.47" | 7.5 lbs | |
| 10509 | 11.4 A | | | 292 mm | 163 mm | 63 mm | 3.4 Kg | |
| 71533 | 11.7 A | PSU2 HVE | 347-400 V 50/60 Hz | 12.24" | 5.26" | 2.56" | 6.4 lbs | Europe |
| 10507 | 11.4 A | | | 311 mm | 134 mm | 65 mm | 2.9 Kg | |

3. CAUTIONS AND WARNINGS

WARNING

Risk of electrical shock. To reduce the possibility of serious injury, always take the proper precautions and unplug the fixture before moving or cleaning.

CAUTION

LED and heatsink surfaces may be hot. Allow sufficient cooling time before handling.

CAUTION

To reduce the risk of overheating or fire, never place operating fixtures face down on a flush surface. Always allow for adequate ventilation of fixtures and power supplies.

CAUTION

To prevent eye damage, avoid looking directly at the unshielded LEDs. **Practice safety precautions recommended by IEC standard 62471 for Photobiological Risk Group 1.**

CALIFORNIA PROPOSITION



WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.
ADVERTENCIA: Este producto contiene productos químicos reconocidos por el estado de California que provocan cáncer, defectos de nacimiento u otros daños reproductivos.

For more information:
www.P65Warnings.ca.gov



This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.



ETL Rating: VYPR Series fixtures are rated suitable for wet locations. A "wet location" is defined as an interior or exterior location in which water or other liquids may drip, splash or flow on or against the electrical components of a lighting fixture. VYPR Series fixtures and power supply are certified to meet UL standards (ETL) from the Intertek safety consulting and certification company. Systems are cETL listed and are rated IP66 by IEC standard 60529.

The light source of this luminaire is not replaceable; when the light source reached its end of life the whole luminaire shall be replaced.



Horticulture Lighting, not suitable for household room illumination.

1 PPF calculations compiled using integrating sphere measurements and typical spectroradiometric data for each LED to determine typical fixture performance. Actual photometric results may vary within the LED manufacturer's bin tolerance.



2 Wattage values are typical expected values. Fluence maintains a tolerance of ±10% on flux and power specifications. Target light levels can vary from projected levels depending on ambient temperature, room reflections values and dirt accumulation.

3. CAUTIONS AND WARNINGS

ADVERTENCIA (ES)

Riesgo de descarga eléctrica. Para reducir la posibilidad de lesiones graves, tome siempre las precauciones adecuadas y desenchufe el aparato antes de moverlo o limpiarlo. **PRECAUCIÓN** - Las superficies LED Y del disipador térmico pueden estar calientes. Permita un tiempo de enfriamiento suficiente antes de tocarlos. Para reducir el riesgo de sobrecalentamiento o incendio, nunca coloque los accesorios de operación boca abajo sobre una superficie de descarga. Permita siempre una ventilación adecuada de los accesorios y las fuentes de alimentación. Para evitar daños oculares, evite mirar directamente los LED sin cobertura. Practique las precauciones de seguridad recomendadas por la norma EC 62471 para el Grupo de Riesgo Fotobiológico 1.

AVERTISSEMENT (FR)

Risque de décharge électrique. Afin de réduire les risques de blessures graves, il faut toujours prendre les précautions nécessaires et débrancher l'appareil avant de le déplacer ou de le nettoyer. **MISE EN GARDE** - Les surfaces des DEL et du dissipateur thermique peuvent être chaudes. Prévoyez un temps de refroidissement suffisant avant toute manipulation. Pour réduire le risque de surchauffe ou d'incendie, ne jamais placer les appareils de fonctionnement face vers le bas sur une surface affleurante. Toujours prévoir une ventilation adéquate des appareils et des blocs d'alimentation. Pour éviter les lésions oculaires, il faut éviter de regarder directement les DEL non blindées. Prendre les précautions de sécurité recommandées par la norme CEI 62471 pour le groupe de risque photobiologique 1.

AVERTISSEMENT CONCERNANT LA PROPOSITION 65 DE LA CALIFORNIE

Ce produit contient des produits chimiques dont l'État de Californie sait qu'ils provoquent le cancer et des malformations de la peau ou d'autres atteintes à la reproduction. Pour en savoir plus : www.P65Warnings.ca.gov

ПРЕДУПРЕЖДЕНИЕ (BG)

Риск от електрически удар. За да намалите вероятността от сериозни наранявания, винаги вземайте подходящи предпазни мерки и изключвайте тялото от захранването преди местене или почистване. Тялото и захранването са с рейтинг UL 1598 за влажни помещения, но не са разработени за потапяне във вода. В случай че модулът или корпусът на захранването бъдат потопени, първо изключете прекъсвача, след което изключете потопените компоненти, преди да извадите от вода. За да избегнете увреждане на очите, не гледайте директно в несащитени LED осветителни тела. Поверхностите на LED тялото и топлоотвода може да са горещи. Осигурете достатъчно време за охлаждане преди работни дейности. За да намалите риска от прегряване или пожар, никога не поставяйте работеще тяло с лицева част надолу върху гладка повърхност. Винаги осигурявайте адекватна вентилация на телата или захранването.

VAROVÁNÍ (CZ)

Riziko úrazu elektrickým proudem. Kvůli snížení možnosti závažného zranění vždy přijměte náležitá preventivní opatření a odpojte zařízení před presunutím nebo čišněním. Zařízení a zdroj napájení odpovídají normě UL 1598 pro mokré umístění, ale nejsou určeny pro ponoření do vody. V případě, že dojde k ponoření modulu nebo skříně zdroje napájení, nejprve vypněte jistič a potom odpojte ponořené komponenty. Nejprve potom je možné přikročít k vyjmutí z vody. Dbejte na to, abyste se si neposkodili zrak, a nedívejte se přímo do nezastíněných LED diod. Povrch LED diod a chladiče může být horký. Než přistoupíte k manipulaci, počkejte dostatečně dlouho, než zařízení vychladnou. Nikdy nedávejte zařízení, které je v provozu, licí stranou na rovný povrch, abyste snížili riziko přehřátí nebo požáru. Vždy dbejte na dostatečné větrání zařízení a zdroje napájení.

ADVARSEL (DK)

Risiko for elektrisk stød. For at reducere risikoen for alvorlig personskade skal du altid tage de korrekte forholdsregler og frakoble armaturet inden flytning eller rengøring. Armatur og strømforsyning er UL 1598-klassificeret til placering i våde omgivelser, men er ikke beregnet til at blive nedsænket i vand. Hvis modulet eller strømforsyningskabinettet bliver nedsænket, skal du først frakoble afbryderen og derefter frakoble de nedsænkede komponenter, inden du tager dem ud af vandet. Undlad at se direkte på de ikke-afskærmede LED'er for at undgå øjensskader. LED'ers og varmeaflederens overflader kan være varme. Lad dem køle af, før du håndterer dem. For at reducere risikoen for overopghedning eller brand må du aldrig placere tændte armaturer med forside nedad på en plan overflade. Sørg altid for tilstrækkelig ventilation omkring armaturer og strømforsyninger.

WARNING (DE)

Stromschlagrisiko. Um die Gefahr von schweren Stromschlägen zu vermeiden, treffen Sie geeignete Vorkehrungen und stecken Sie den Leuchtkörper aus, bevor Sie ihn bewegen oder säubern. Der Leuchtkörper und das Netzteil sind für Nassbereiche gemäß UL 1598 zertifiziert, dürfen jedoch nicht unter Wasser getaucht werden. Sollte das Modul oder das Netzteilgehäuse unter Wasser getaucht werden, lösen Sie zuerst den Stromkreisunterbrecher und stecken dann die untergetauchten Komponenten aus, bevor Sie sie aus dem Wasser holen. Um Augenschäden vorzubeugen, schauen Sie nicht ungeschützt direkt in die LEDs. LED und Kühlkörperoberflächen können heiß sein. Vor dem Berühren abkühlen lassen. Um das Risiko von Überhitzung oder Feuer zu verringern, legen Sie niemals einen Leuchtkörper in Betrieb mit der LED-Seite nach unten auf eine ebene Oberfläche. Achten Sie immer auf ausreichende Belüftung der Leuchtkörper und -Netze.

ΠΡΟΕΙΔΟΠΟΙΗΣΗ (GR)

Κίνδυνος ηλεκτροπληξίας. Για μείωση της πιθανότητας σοβαρού τραυματισμού, λαμβάνετε πάντα τις απαραίτητες προφυλαξίες και αφαιρέστε το προϊόν από το ρεύμα πριν από τη μεταφορά ή τον καθαρισμό. Το προϊόν και το τροφοδοτικό διαθέτουν βαθμολογία UL 1598 Υγρής Τοποθεσίας αλλά δεν είναι σχεδιασμένα για να βυθίζονται στο νερό. Στην περίπτωση που η μονάδα ή το περιβλήμα του τροφοδοτικού βυθιστούν, κλείστε τον κυκλώμα διακόπτη ρεύματος και στη συνέχεια αφαιρέστε από την πρίζα τα βυθισμένα εξαρτήματα πριν προχωρήσετε στην αφαίρεσή τους από το νερό. Για την αποφυγή οφθαλμολογικών βλαβών, αποσφραγίστε να κοιτάτε απευθείας σε μη προστατευμένα LED. Τα LED και οι επιφάνειες επαγωγής θερμότητας ενδέχεται να είναι καυτά. Περιμένετε να κρυώσουν πριν από τον χειρισμό. Για μείωση του κινδύνου υπερθέρμανσης ή πυρκαγιάς, μην τοποθετείτε ποτέ προϊόντα σε λειτουργία με την πρόσοψη προς τα κάτω σε επιφάνειες που δεν προεξέχουν. Παρέχετε πάντα επαρκή εξασρισμό στα προϊόντα και τα τροφοδοτικά.

HOIATUS! (EE)

Elektrilõõli oht. Tõsisete vigastuste tekkevõimaluse vältendamiseks võtke enne liikumist või puhastamist alati kasutusse vastavald ettevaatusabinõud ja ühendage seade lahti. Seade ja toiteallikas vastab standardile UL 1598 märgades tingimustes kasutamiseks, kuid ei ole ette nähtud vette kastmiseks. Juhul kui moodul või toiteallika korpus kastetakse vette, ühendage enne veest välja võtmist esmalt lahti kaitselüliti ja seejärel eemaldage vooluvõrgust vette kastatud komponendid. Silmakahjustuste vältimiseks vältige otse varjestamata LED-idesse vaatamist. LED-ide ja jahutusradiaatorite pinnad võivad olla kuuma. Enne käsitlemist laske neil piisavalt jahtuda. Ülekuumenemise või tuleohu vältendamiseks ärge kunagi asetage tootavaid seadmeid tasapinnale, eesmine külg alla poole. Tagage seadmete ja toiteallikatele alati piisav ventilaatsioon.

VAROITUS (FI)

Sahkoiskun vaara. Vakavien vammojen riskin vähentämiseksi tee aina asianmukaiset varotoimet ja irrota laiteen virtajohto pistorasista ennen sen siirtämistä tai puhdistusta. Laitteella ja virtalähteellä on märkätilojen UL 1598 -luokitusta, mutta niitä ei ole suunniteltu upottettavaksi veteen. Jos moduulin tai virtalähteen kotello uppoo veteen, kytkie ensin virrankatkaisin pois ja irrota sitten uuponeniden osien virtajohto pistorasiasta, ennen kuin poistat ne vedestä. Silmävaurioiden estämiseksi välttä katsomasta suoraan suojaaomattomien LED-valoi. LED-valojen ja jäädytyssyöveljen pinnat voivat olla kuumia. Anna niiden jäähtyä riittävästi kauan ennen käsittelyä. Ylikuumenemisen tai tulipalon riskin vähentämiseksi älä koskaan aseta toiminnassa olevia laitteita tasaiselle pinnalle alaspäin suunnattuna. Varmista aina laitteiden ja virtalähteiden riittävä ilmanvaihto.

UPOZORENJE (HR)

Rizik od električnog šoka. Kako biste smanjili rizik od ozbiljnih ozljedâ, uvijek poduzmite mjere opreza i isključite rasvjetno tijelo prije pomicanja ili čišćenja. Rasvjetno tijelo i napajanje imaju oznaku UL 1598 za vlažna mjesta, ali ne mogu izdržati potapanje u vodi. Ako se modul ili kućište napajanja potopi, prvo isključite osigurač, a zatim isključite potopljene dijelove prije nego što ih nastavite uklanjati iz vode. Nemojte gledati izravno u nezaštićene LED-ove kako biste spriječili oštećenje oka. LED i površine hladnjaka mogu biti vruće. Prije rukovanja pričekajte da se dobro ohlade. Kako biste smanjili rizik od pregrijavanja ili požara rasvjetna tijela nikada nemojte postavljati na ravnu površinu okrenutu licem prema dolje. Uvijek osigurajte odgovarajuću ventilaciju rasvjetnih tijela i napajanja.

FIGYELMEZTÉS (HU)

Elektromos áramütés veszélye. A súlyos sérülések megelőzése érdekében mindig tegye meg a megfelelő óvintézkedéseket, és tisztázza vagy áthelyezze előtt húzza ki a berendezést. A berendezés és a tápegység az UL 1598 szerint nedves helyen használható, de nem merülhető vízbe. Ha a modul vagy a tápegység háza vízbe merülne,

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először állítsa vissza a megszakított, húzza ki az elmerült alkatrészeket a hálózati aljzatból, majd vegye ki őket a vízből. A szemköztes érdekében ellenőrizze közvetlenül a szabadon lévő LED-ekbe. A LED-ek és a hőelvezető felületek forrók lehetnek. Hagyjon megfelelő időt a lehűlésre, mielőtt hozzuk érne. A túlhűtés vagy tűz kockázatának csökkentése érdekében soha ne helyezze a működő berendezést vízszintes felületre lefordítva. Mindig biztosítsa a berendezések és tápegységek megfelelő szellőzését.

AVVERTENZA (IT)

Rischio di elettrocuzione. Per ridurre il rischio di lesioni gravi si raccomanda di prendere sempre le dovute precauzioni e scollegare l'apparecchio prima di spostarlo o pulirlo. L'apparecchio e l'alimentatore sono adatti ad ambienti umidi conformemente allo standard UL 1598, ma non sono progettati per essere immersi in acqua. Nel caso in cui il modulo o l'involucro dell'alimentatore vengano sommersi, disconnettere per prima cosa l'interruttore, poi scollegare i componenti immersi prima di procedere a rimuoverli dall'acqua. Per prevenire danni agli occhi evitare di guardare direttamente i LED non schermati. Le superfici dei LED e del dissipatore di calore possono diventare molto calde. Assicurarsi che si siano raffreddati a sufficienza prima di maneggiarli. Per ridurre il rischio di surriscaldamento o di incendio, non posizionare mai apparecchi accessi a faccia in giù su una superficie a filo. Assicurare sempre una ventilazione adeguata degli apparecchi e degli alimentatori.

ЕСКЕРТҮ (KZ)

Ток соғу қаупі бар. Ауыр жарақат алу мүмкіндігін азайту үшін, әрдайым тиісті сақтық шараларын орындап, жылжитпас немесе тазаламас бұрын, құрылғыны ажыратыңыз. Құрылғы мен қуат көзі UL 1598 ылғал жер стандартына сәйкес келеді, бірақ суға батыруға арналмаған. Егер модуль немесе қуат көзі суға батырылса, алдымен автоматты ажыратқышты ажыратып, содан кейін судан шығармас бұрын, суға батырылған қамқардастарды ажыратыңыз. Көздің зақымдалуын болдырмас үшін, экрандалмаған жарық диодты шамдарға тікелей қарамаңыз. Жарық диоды мен радиатор беттері ыстық болуы мүмкін. Пайдаланбас бұрын, салқындру үшін желіктілі қауіп болды. Шамадан тыс қызып кету немесе өрт шығу қаупін азайту үшін, жұмыс істеп тұрған құрылғыларды теріс беттерге ешқашан бетін төмен қаратып қоймаңыз. Құрылғылар мен қуат көздерінің әрдайым тиісті түрде желдетілуіне мүмкіндік беріңіз.

ĮSPĖJIMAS (LT)

Elektros smūgio pavojus. Kad būtų sumažinta rimtų sužalojimų galimybė, visada imkitės tinkamų atsarginių priemonių ir atjunkite įrangą prieš ją perkeldami ar valydami. Įranga ir maitinimo šaltinis atitinka UL 1598 drėgnų vietų kategorijos reikalavimus, tačiau jie nėra skirti nardinti į vandenį. Jei modulis arba maitinimo šaltinis būtų panardinti į vandenį, pirmiausia išjunkite grandinės pertraukiklį, tada atjunkite panardintus komponentus, o tada ištraukite iš vandens. Kad apsaugotumėte akis, stenkitės nežūrėti tiesiogiai į neapsaugotus LED. LED ir ir šilumokaicio pavidais gali būti karšti. Prieš atlikdami su jais veiksmus palaukite, kol jie pakankamai atvės. Kad būtų sumažintas perkaitimo ar gaisro pavojus, veikiančios įrangos niekada nedėkite priekine dalimi žemai ant lygaus paviršiaus. Visada pasirūpinkite tinkama įrango ir maitinimo šaltinių ventiliacija.

BRĪDĪJUMS (LV)

Strāvas trieciena risks. Lai samazinātu smagu traumu iespējāmību, vienmēr veiciet atbilstošus drošības pasākumus un limum pārvietošanas vai tīršanas atviejot gaismekli. Gaismeklis un barošanas avots ir norādīti ar UL 1598 Wet Location aizsardzību, taču tie nav domāti iegremdēšanai ūdenī. Ja modulis vai barošanas avota korpus tomēr tiek iegremdēti ūdenī, vispirms izslēdziet jaudas slēdzi, pēc tam, pirms izņemšanas no ūdens, atvienojiet iegremdētās komponentes. Lai nepieļautu acu bojājumus, neskatieties tieši uz LED bez aizsarga. UL modulators radiatora virsmas var būt karstas. Pirms darbības, atļaujiet tām atdzist. Lai samazinātu pārkarsības vai uguns draudus, nekad nenovietojiet ieslēgtus gaismekļus ar priekšpusi uz leju uz līdzenas virsmas. Vienmēr nodrošiniet atbilstošu gaismekļa un barošanas avota ventilāciju.

ADVARELS (NO)

Fare for elektrisk støt. For å redusere muligheten for alvorlig personskade må du alltid ta de riktige forholdsreglene og koble fra armaturet før du flytter eller rengjør den. Armaturet og strømforsyningen er UL 1598-klassifisert for våt plassering, men er ikke utformet for å senkes ned i vann. Hvis modulet eller strømforsyningskabinettet blir senket ned i vann, må du først koble fra kretsbryteren og deretter koble fra komponenter under vannet, før du fjerner enheten fra vannet. Ikke se direkte på LED-lysene som ikke er skjermet, da dette kan føre til øyeskader. LED- og kjøleplateflaten kan være varme. Gi tilstrekkelig tid til nedkjøling før håndtering. For å redusere risikoen for overoppheting eller brann må du ikke montere armaturen opp ned på en plan overflate. Du må alltid sørge for tilstrekkelig ventilasjon av armaturer og strømforsyninger.

WAARSCHUWING (NL)

Risico op een elektrische schok. Neem altijd de juiste voorzorgsmaatregelen om de kans op ernstig letsel te verminderen en ontkoppel de armatuur Alvorens deze te verplaatsen of te reinigen. Armatuur en stroomvoorziening zijn gecertificeerd volgens UL 1598 Wet Location (natte locatie), maar zijn niet ontworpen om te worden ondergedompeld in water. In het geval de module of de behuizing van de stroomvoorziening onder water raakt, koppelt u eerst de stroomonderbreker los en vervolgens de ondergedompelde componenten voordat u deze uit het water haalt. Kijk niet rechtstreeks in de onbeschermede led's om oogletsel te voorkomen. Het oppervlak van led's en koellichamen kan heet zijn. Laat deze voldoende lang afkoelen voordat u deze vastpakt. Plaats in werking zijnde armaturen nooit met de voorkant naar beneden op een vlak oppervlak om het risico op oververhitting of brand te voorkomen. Zorg altijd voor voldoende ventilatie van armaturen en stroomvoorzieningen.

OSTRZEŽENIE (PL)

Ryzyko porażenia prądem elektrycznym. Aby zmniejszyć prawdopodobieństwo odniesienia poważnych obrażeń, należy zawsze stosować odpowiednie środki ostrożności i odłączyć oprawę od zasilania przed wymontowaniem lub czyszczeniem. Oprawa i zasilacz są przeznaczone do stosowania w pomieszczeniach z instalacją wodną zgodnie z oznaczeniem UL 1598 Wet Location, ale nie mogą być zanurzone w wodzie. W razie zanurzenia modułu lub obudowy zasilacza w wodzie przed rozpoczęciem osuszania najpierw należy rozłączyć wyłącznik awaryjny, a następnie odłączyć zanurzone elementy od zasilania. Aby zapobiec uszkodzeniu oczu, nie należy patrzeć bezpośrednio na nieosłonięte diody LED. Dioda LED i radiator mogą być gorące. Przed kontynuowaniem pracy poczekać na ostygnięcie elementów. Aby zmniejszyć ryzyko wystąpienia przegrzania lub pożaru, nigdy nie klaszcz świecących opraw stronę emittującą światło na zupełnie płaskiej powierzchni. Należy zawsze zapewnić odpowiednią wentylację opraw i zasilaczy.

ADVERTENCIA (PT)

Risco de choque elétrico. Para reduzir a possibilidade de lesões graves, tome sempre as devidas precauções e desligue a luminária antes de a mover ou limpar. A luminária e a fonte de alimentação são classificadas como UL 1598 (Adequado para Locais Húmidos), mas não são projetadas para serem submersas na água. No caso de o módulo ou o compartimento da fonte de alimentação ficar submerso, primeiro desconecte o disjuntor e então desligue os componentes antes de removê-los da água. Para evitar danos aos olhos, evite olhar diretamente para os LEDs não blindados. As superfícies do LED e do dissipador de calor podem estar quentes. Guarde o tempo suficiente de arrefecimento antes de utilizar. Para reduzir o risco de sobreaquecimento ou incêndio, nunca coloque luminárias em funcionamento com a face voltada para baixo numa superfície nivelada. Sempre garanta a ventilação adequada de luminárias e fontes de alimentação.

AVERTISMENT (RO)

Risc de electrocutare. Pentru a reduce posibilitatea rănirii grave, luați întotdeauna precauțiile corespunzătoare și deconectați aparatul înainte de a-l deplasa sau curăța. Aparatul și sursa de alimentare dețin clasificarea UL 1598 - Locație umedă, dar nu sunt proiectate pentru a fi scufundate în apă. În cazul în care modulul sau carcasa de alimentare intră sub apă, întâi decuplați întrerupătorul, apoi deconectați componentele scufundate înainte de a continua scoaterea din apă. Pentru a preveni rănirea ochilor, evitați să priviți direct la LED-ul neprotejat. Suprafețele LED și ale radiatorului pot fi fierbinți. Lăsați suficient timp pentru a se răci înainte de manipulare. Pentru a reduce riscul de supraîncălzire sau incendiu, nu așezați niciodată aparatele în stare funcționare cu fața în jos pe o suprafață plană. Permiteți întotdeauna o ventilație adecvată a aparatelor și a surselor de alimentare.

ПРЕДУПРЕЖДЕНИЕ (RU)

Опасность поражения электрическим током. Чтобы уменьшить вероятность получения серьезных травм, всегда принимайте надлежащие меры по обеспечению безопасности и отключайте устройство перед перемещением или чисткой. Конструкция устройства и блок питания соответствуют требованиям эксплуатации в сырых помещениях UL 1598 Wet Location, но не предназначены для погружения в воду. В случае погружения модуля или корпуса блока питания в воду сначала разьедините автоматический выключатель, затем отсоедините погруженные компоненты, прежде чем вынимать их из воды. Во избежание повреждения глаз избегайте смотреть прямо на неэкранированные светодиоды. Поверхности светодиодов и теплопередача могут быть горячими. Подождите несколько минут перед работой с ними. Чтобы снизить риск перегрева или возгорания, никогда не кладите рабочее устройство лицом вниз на ровную поверхность. Всегда предусматривайте достаточную вентиляцию светильников и источников питания.

VÝSTRAHA (SK)

Riziko zásahu elektrickým prúdom. Aby ste znížili riziko vážneho poranenia, pred presúvaním alebo čistením vždy prijmite náležité bezpečnostné opatrenia a výrobok odpojte. Výrobok a napájací zdroj majú klasifikáciu UL 1598 pre mokré miesta, nie sú však určené na ponorenie do vody. V prípade, že dôjde k ponoreniu modulu alebo krytu napájacieho zdroja, najskôr vypnite istič, potom odpojte ponořené komponenty a až potom ich vytiahnite z vody. Aby ste predišli poškodeniu očí, nepozerajte sa priamo do netienených diód LED. LED diody a povrchy chladiča môžu byť horúce. Pred manipuláciou ich nechajte dostatočne ochladnúť. Aby ste znížili riziko prehriatia alebo požiaru, výrobky v

3. CAUTIONS AND WARNINGS

prevádzke nikdy nekladte prednú stranou nadol na rovny povrch. Vždy zabezpečte dostatočnú ventiláciu výrobkov a napájacích zdrojov.

OPOZORILE (SI)

Nevarnost električnega udara. Ogradje pred premikanjem ali čiščenjem vedno pravilno zaščitite in izklopite napajanje, s čimer zmanjšate možnost resnih poškodb. Čeprav imata ogradjice in napajanje oceno UL 1598 Wet Location, nista namenjeni uporabi pod vodo. Če sta moduli ali ohišje napajalnika pod vodno gladino, najprej odstranite prekinjalnik električnega kroga, nato odklopite potopljene komponente, preden izdelek vzamete iz vode. Ne glejte neposredno v nezakrite LED-luči, s čimer preprečite poškodbe oči. Površina LED-luči in hladilnega telesa je lahko vroča. Pred uporabo pustite, da se ohladi. Delujoče opreme nikoli ne postavite z licem navzdol na ravno površino, da preprečite tveganje pregrevanja ali požara. Vedno poskrbite za primerno preprečevanje opreme in napajalnika.

UPOZORENJE (RS)

Rizik od električnega udara. Da biste smanjili mogućnost ozbiljnih povreda, uvek preduzmite odgovarajuće preventivne mere i isključite opremu pre premeštanja ili čišćenja. Oprema i električno napajanje predviđene su za rad na vlažnim lokacijama prema standardu UL 1598, ali nisu projektovani za potapanje u vodu. U slučaju da se kućište modula ili električnog napajanja potopi, prvo odvojite osigurač, a zatim isključite potopljene komponente pre nego što ih izvadite iz vode. Da biste sprečili oštećenje vida, izbegavajte da gledate direktno u nezaušćene LED indikatore. Površine LED indikatora i hladnjaka mogu biti vruće. Ostavite dovoljno vremena za hlađenje pre rukovanja. Da biste smanjili rizik od pregrevanja ili požara, radne elemente nikada nemojte stavljati okrenute licem ka ravnoj površini. Uvek omogućite dovoljnu ventilaciju opreme i električnog napajanja.

WARNING (SE)

Risk för elektriska stötter. För att minska risken för allvariga personskador ska du alltid vidta lämpliga försiktighetsåtgärder och koppla ur fixturen innan du flyttar eller rengör den. Fixtur och strömförsörjning är godkända enligt UL 1598 för användning i våtrum, men de är inte utformade för att nedsänkas i vatten. Om modulen eller strömförsörjningshölet blir nedsänkt ska du först stänga av kretsbrytaren och sedan koppla ur de nedsänkta komponenterna innan du lyfter upp dem ur vattnet. Titta aldrig direkt på de oskyddade lysdiodeerna eftersom det kan leda till ögonskador. Ytor med lysdioder eller kylflänsar kan vara heta. Avsätt tillräcklig tid för nedkylning före hantering. Minska risken för överhettning eller brand genom att aldrig placera fixturer i drift med framsidan nedåt på en plan yta. Säkerställ alltid att fixturer och strömförsörjningsenheter har tillräcklig ventilation.

UYARI (TR)

Elektrik çarpması riski. Ciddi yaralanmalara önlemek için her zaman gerekli önlemleri alın ve hareket ettirmeden veya temizledenden önce düzeneği çıkarın. Kablo ve güç kaynağı islek yerlerde kullanın için UL 1598 uyumludur. Ancak suya batırılmamalıdır. Modüller veya güç kaynağının su altında kalması halinde suyu temizledenden önce ilk olarak devre kesicileri çıkarın ve ardından su altında kalan bileşenlerin bağlantısını kesin. Göze zarar vermemesi için koruyucuuzuc LED'lere doğrudan bakmayın. LED ve isı giderici yüzeyler sıcak olabilir. Dokunmadan önce yeterli kadar soğumasını bekleyin. Aşırı ısıma veya yangın riskini önlemek için düzeneği düz bir zemine üst taraf aşağıya gelecek şekilde koymayın. Düzenegin ve güç kaynağının yeterli miktarda havalandırılmasını sağlayın.

УВАГА! (UA)

Небезпека враження електричним струмом. Щоб уникнути можливості серйозно травмуватися, завжди дотримуйтеся належних запобіжних заходів і вимикайте прилад із розетки перед переміщенням або чисткою. Прилад і блок живлення відповідають вимогам для використання у вологому середовищі, наведеним у стандарті UL 1598, але не розраховані на занурення у воду. Якщо модуль або блок живлення було занурено у воду, перш ніж дістати його, вимкніть автоматичний мікровимикач і від'єднайте виріб від розетки. Щоб уникнути пошкодження зору, не дивіться на відриті світлодіоди. Світлодіоди і поверхні радіатора можуть бути гарячими. Перш ніж торкатися приладу, зачекайте, доки він охолоне. Щоб уникнути перегріву чи пожежі, ніколи не ставте вимкнений прилад лицьовою стороною вниз на гладку поверхню. Завжди забезпечуйте належну вентиляцію приладів і джерел живлення.

Importer:

OSRAM GmbH
Nonnendamallee 44
13629 Berlin
Germany



D Produkt zur Raumbelichtung im Haushalt nicht geeignet GB Product not suitable for domestic household lighting F Produit inadapté a l'éclairage intérieur d'une habitation I Prodotto non idoneo a impianti di illuminazione domestici E Product not adequate para iluminación residencial P Produto nao adequado para iluminação domestica GR Το προϊόν δεν είναι κατάλληλο για φωτισμό οικιακής χρήσης NL Product niet geschikt voor huishoudelijke verlichtingsdoeleinden S Producten ar är lampor för hushållsbelysning FIN Tuotetta ei voida kayttää kotitalouksien valaistukseen N Produktet er ikke egnet til alyse opp rom med GB Produktet er ikke egnet husholdningsbelysning CZ Vyroben není vhodný pro osvětlení domácností RUS Продукт не подходит для бытового освещения помещений KZ Бұл өнім үйдің тұрмыстық жарықтандыруға жарамайды H A termék nem alkalmas háztartási világításnak PL Produkt nie jest odpowiedni do oświetlenia domowego SK Produkt nie je vhodny na osvetlenie miestnosti v domácnosti SLO Izdelek ni primeren za osvetlitev bivalnih prostorov TR Urun, ev aydinlatmasi için uygun değildir HR Proizvod nije prikladan za rasvjetu prostorija u kućanstvu RO Produsul nu este adecvat pentru iluminatul locuinței BG Продуктът не е подходящ за жилищно-битово осветление EST Toode ei sobi majapidamisvalgustusik LT Prietaisas nesiktas namų apšvietimui LV Produkts nav piemērots apgaismojumam mājās. SRB Proizvod nije pogodan za rasvetu u domaćinstvu UA Продукт не підходить для побутового освітлення приміщень



D WEEE-Gerätekennzeichen: Nicht in den Hausmüll werfen! Sachgerechte Entsorgung der Produkte und Verpackung nach geltendem Landesrecht vornehmen. GB WEEE device identification: Do not dispose of in domestic waste! Proper disposal of the product and packaging must be done in accordance with the applicable national law. F Identification WEEE du dispositif : ne pas jeter avec les déchets ménagers ! Le produit et son emballage doivent être éliminés conformément à la législation nationale en vigueur. I Identificazione RAEE del dispositivo: Non smaltire con i rifiuti domestici! Lo smaltimento corretto del prodotto e dell'imballaggio deve essere effettuato secondo la legge nazionale applicabile. E Identificacion RAEE del dispositivo: No desechar con los residuos domesticos. El desecho adecuado del producto y el embalaje debere llevarse a cabo de conformidad con la ley nacional aplicable. P Identificacao do dispositivo REEE: Nao deite fora no lixo domestico! A eliminacao adequada do produto e da embalagem deve ser feita em conformidade com a legislacao nacional aplicavel. GR Αναγνώριση συσκευής WEEE: Μην απορρίπτετε με τα οικιακά απόρριπτα! Η απόρριψη του προϊόντος και της συσκευασίας πρέπει να γίνεται σύμφωνα με την ισχύουσα εθνική νομοθεσία. NL WEE-apparaatidentificatie: niet weggooiën bij het huishoudelijke afval! Correcte verwijdering van het product en verpakking dient te gebeuren overeenkomstig de toepasselijke nationale wetgeving. S Enhetens identifikation for WEEE: Slang ikke bland hushallssoport! Produkten och forpackningen maste slangas pa ett korrekt satt i enligt med gallande nationell lag. FIN WEEE-laitetunnus: Ala havita kotitalousjätteen seassa! Tuotteen ja pakkausten asianmukainen hävittäminen on suoritettava soveltuvien paikallisten lakien mukaisesti. N WEEE Enhetsidentifikasjon: Skal ikke kastes i husholdningsavfallet! Riktig avhending av produktet og emballagen skal gjøres i henhold til gjeldende nasjonale lover. DK WEEE enhedsidentifikation: Ma ikke bortskaffes med husholdningsaffald! Korrekt bortskaffelse af produktet og emballagen skal ske i overensstemmelse med gldende national lovgivning. CZ Označení zařazení podle systému WEEE: Nevýhazovat do domovního odpadu! Správná likvidace výrobku a obalu musí být provedena v souladu s platnými národními legislativními předpisy. RUS Идентификация устройства в соответствии с Директивой ЕС (WEEE) об отходах электрического и электронного оборудования: Не выбрасывайте продукт вместе с бытовыми отходами! Продукт и упаковку необходимо утилизировать надлежащим образом в соответствии с действующими

License Type: Cultivator

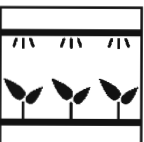
национальным законодательством. KZ WEEE құрылғы идентификаторы: үй қорысымен бірге тастамаңыз! Бұл өнім мен оның қаптамасының тасталуы қолданыстағы ұлттық заңға сай дұрыс орындалуы тиіс. H WEEE keszelék azonosító: Kommunális hulladékba helyezni tilos! A termék es a csomagolás megfelelő ártalmatlanításat a hatályos nemzeti szabályozás szírielt kell elvegezni. PL Identyfikacja urządzenia WEEE: Urządzenia nie wolno wyrzucać wraz ze zwykłymi odpadami domowymi! Właściwe usowanie produktu i opakowania musi odbywać się zgodnie z obowiązującym prawem krajowym. SK Označenie zariadenia WEEE: Nelikvidujte v rámci komunálneho odpadu! Riadna likvidácia tohto produktu a obalu sa musí vykonať v súlade s národnými právnymi predpismi. SLO Identifikacija izdelka v smislu OEEO: Ne varzite med gospodinskih odpadke! Izdelek in embalaža je treba med odpadke zavreči ustrezno in v skladu z veljavno nacionalno zakonodajo. TR WEEE cihaz kimliği: Evsel atıkları dahil etmeyin! Urun ve ambalajın doğru biçimde imhışı ulusal yasaya uygun olarak gerekektir!melirdir. HR Oznaka WEEE na uređaju: ne odlažite u kućni otpad! Proizvod i pakiranje potrebno je ispravno odložiti u skladu s primjenjivim zakonom države. RO Identificarea dispozitivului WEEE: Nu eliminați produsul în gunoii menajer! Eliminarea corectă a produsului și ambalarea se vor face în conformitate cu legea națională aplicabilă. BG Идентификация на устройството по WEEE: Да не се изхвърля с битовите отпадъци! Правилното третиране на продукта и опаковката му като отпадък трябва да става в съответствие с приложимото национално законодателство. EST WEEE-seadme identifikatsioon: Arge visake olmeajattemesse! Toote ja pakendite ouetekohane korvaldamine peab toimuma kooskõlas kehtivate siseriiklike õigusaktidega. LT WEEE įrenginio identifikacija: nešalinti kartu su buitineėmis atliekomis! Gaminio ir pakuočių šalinimas turi būti atliekamas pagal šalyje galiojančius įstatymus. LV WEEE ierices identifikācija: neizmet sadzives atkritumos! Produkts un iepakojums jāizmet atbilstošā piemērojamam valsts likumam. SRB Identifikacija WEEE uređaja: Nemojte da odlažete u otpad iz domaćinstva! Proizvod i pakovanje morate da odložite u otpad u skladu sa važećim nacionalnim zakonom. UA Ідентифікація пристрою відповідно до Директиви ЄС (WEEE) щодо відпрацьованого електричного й електронного обладнання: Не викидайте продукт разом з іншим домашнім сміттям! Продукт та упаковку слід утилізувати належним чином відповідно до діючого національного законодавства.



D Produkt, bei der der Schutz gegen elektrischen Schlag auf der Anwendung der Schutzkleinspannung (SELV) beruht und in der Spannungen hoher als SELV nicht erzeugt werden. GB The product protects against risk of electric shock with safety extra-low voltage (SELV), not exceeding voltages above SELV. F Le produit protege des risques d'electrocution grace a la tres basse tension de securite (TBTS) ; il ne presente pas de tension superieure a la TBTS. I Il prodotto protegge dal rischio di scossa elettrica grazie al sistema a bassissima tensione (SELV) che non supera le tensioni SELV. E El producto protege contra riesgo de descarga electrica con voltaje bajo extra seguro (SELV) que no exceda los voltajes superiores a SELV. P O produto protege contra o risco de choque electrico com a tensao de seguranga muito baixa (SELV), nao excedendo as tensoes acima de SELV. GR Το προϊόν τροφοειρεί προστασία από ηλεκτροπληγία λόγω της εξαιρετικά χαμηλής τάσης (SELV). Το προϊόν δεν υπερβαίνει τις τάσεις πάνω από το επίπεδο SELV. NL Dit product beschermt tegen het risico op elektrische schokken met extra lage veiligheids spanning (SELV); de SELV wordt niet overschreden. S Produkten skyddar mot risken för elektrisk chock med extra låg säkerhetsspanning (SELV) som inte överstiger spanning över SELV. FIN Tuote on suojattu sähköiskuista vastaan erityisen alhaisen suojajännitteen (SELV) ansiosta, jänniteet eivät ylitä SELV-jännitettä. N Produktet beskytter mot risikoen for elektrisk stot med ekstrapolert lavspennning – ekstra-lavsp.ning (SELV, safety extra-low voltage), der ikke overstiger sp.dninger over SELV. CZ Vyrobek chrani pred urazem elektrickým proudem vzhľadom k extra-nizkemu napětí (SELV), nevyskytují se zde napětí nad SELV. RUS Продукт предотвращает риск поражения электрическим током благодаря работе при безопасном сверхнизком напряжении (БЭНН). Напряжение не превышает БЭНН. KZ Бұл өнім қауіпсіз ете тменгі кернеу (SELV) мөлшерінен жоғары кернеуден аспайтын қауіпсіз ете тменгі кернеуді арқасында электр тогына тән қауіптен қорғалған. H A termék biztonságos alacsony feszültségű (SELV) alkalmaszavasal ved az elektromos áramut veszélyeztetés zember, a SELV értéket nem haladja meg a feszültség. PL Produkt chroni przed porażeniem prądem elektrycznym dzięki obwodowi bardzo niskiego napięcia (SELV), nie przekraczającemu napięcia powyżej SELV. SK Produkt chrani pred zariadeniami elektrickým proudom použitim ochranného nízkeho napätia (SELV), nedošahuje sa napätie prekročujúce SELV. SLO Izdelek varuje pred električnim udarom zaradi varnostne male napetosti (SELV) in ne presega napetosti, višjih od SELV. TR Urun, SELV uzerindeki voltajlara cikmayan, güvenli cok düşük gerilime (SELV) elektrik şoku riskine karşı korur. HR Proizvod pruža zaštitu od električnog udara primjenom sigurnosnog malog napona (SELV). Ne generiraju se naponi koji premašuju SELV. RO Produsul protejează împotriva riscului de electrocutare cu tensiune de siguranță foarte joasă (SELV), fără să depășească tensiunile mai mari decât SELV. BG Продукт осигурява защита от електрически удар с безопасно сарънниско напрежение (SELV), което не се повишава до стойности над SELV. EST Toode kaitseb elektriloogi ohu eest maandamata kaitsevalkepinge süsteemiga (SELV), mis ei ületa SELV-i korgemaid pingeid. LT Prietaisas apsaugo nuo elektros smūgio pavojaus, jei žema saugi įtampa (SELV) neviršija SELV įtampos. LV Produkts pasargā no elektrošoka riska, jo tam ir izteikti zema strāva (SELV), kas nepārsniedz strāvas līmeni virs SELV. SRB Proizvod štiti od rizika od električnog udara putem izuzetno niskog bezbednog napona (SELV), koji ne prekoračuje napon iznad SELV. UA Продукт запобігає ризику ураження електричним струмом завдяки роботі при безпечній наднизкій напрузі (БННН). Напруга не перевищує БННН.



D CE-Kennzeichen: Hiermit erklart OSRAM, dass dieses Produkt den grundlegenden Anforderungen und den relevanten Vorschriften der europäischen Richtlinien entspricht. GB CE marking: OSRAM declares that this product conforms with the basic requirements and relevant provisions of the European guidelines. F Marque CE: OSRAM declare que ce produit repond aux exigences de base et aux dispositions applicables des directives européennes. I Marchio CE: OSRAM dichiara che questo prodotto e conforme ai requisiti di base e i provvedimenti pertinenti secondo le linee guida europee. E Marca CE: OSRAM declara que este producto cumple con los requisitos basicos y las disposiciones relevantes de las directrices europeas. P Marca CE: A OSRAM declara que este produto esta em conformidade com os requisitos basicos e as disposicoes relevantes das diretrizes europeas. GR Σημανση CE: Η OSRAM δηλώνει ότι το προϊόν αυτό συμμορφώνεται με τις βασικές απαιτήσεις και τις σχετικές διατάξεις των ευρωπαϊκών οδηγιών. NL CE-markering: OSRAM verklaart dat dit product voldoet aan de basisvereisten en relevante bepalingen van de Europese richtlijnen. S CE-marking: OSRAM tillkännager att den har produkten oppfyller de grundläggande kraven och relevanta bestämmelserna i de europeiska riktlinjerna. FIN CE-merkintä: OSRAM takaa, ette tämä tuote täyttää Eurooppalaisedt perusvaatimukset ja muut tarkeat vaatimukset. N CE-merking: OSRAM erkl.rer at dette produkt oppfyller krav og relevante bestemmelser i de europeiske retningslinjene. DK CE-m.rkning: OSRAM erkl.rer, at dette produkt overholder de grundlggende krav og relevante bestemmelser i de europ.iske vejledninger. CZ Značka CE: Společnost OSRAM prohlašuje, že tento výrobek splňuje základní požadavky a ustanovení evropských směrníc. RUS Маркировка CE: компания OSRAM заявляет, что данный продукт отвечает основным требованиям и соответствующим положениям Европейских директив. KZ CE белгісі: OSRAM компаниясы бұл өнімнің Еуропалық тұқуалықтардың негізгі талаптары мен қатысты ережелеріне сай екенін жариялайды. H CE jeloles: Az OSRAM kijelenti, hogy a termék teljesíti az Európai irányelvek alapvető követelményeit es vonatkozó előírásait. PL Oznakowanie CE: firma OSRAM oświadcza, że niniejszy produkt jest zgodny z podstawowymi wymogami i odpowiednimi postanowieniami wytycznych europejskich. SK Označenie CE: Spoločnosť OSRAM týmto deklaruje, že tento produkt vyhovuje základným požiadavkam a relevantným predpisom evropských smerníc. SLO Oznaka CE: Družba OSRAM izjavlja, da ta izdelek izpolnjuje osnovne zahteve in ustrezna določila evropskih smernic. TR CE işareti: OSRAM, bu urunun Avrupa kılavuz ilkelerinin ilgili hükümleri ve temel gerekliliklerine uygun olduğunu beyan eder. HR Oznaka CE: tvrtka OSRAM ovim izjavlje da je ovaj proizvod u skladu s osnovnim zahtevima i relevantnim odredbama evropskih direktiva. RO Marcaj CE: OSRAM declară că acest produs respectă cerințele de bază și prevederile relevante ale standardelor europene. BG Маркировка „СЕ“: OSRAM декларира, че този продукт съответства на основните изисквания и приложимите разпоредби на европейските насоки. EST CE-märking: OSRAM kinnitab, et antud toode vastab Euroopa suuniste põhinõuetele ja asjakohastele sätetele. LT CE ženkinimas: OSRAM pareiškia, kad šis prietaisas atitinka pagrindinius Europos gairių reikalavimus ir atitinkamas nuostatas. LV CE marķējums: OSRAM paziņo, ka šis produkts atbilst Eiropas vadlīniju pamata prasībām un saistītiem nosacījumiem. SRB CE označavanje: OSRAM izjavljuje da je ovaj proizvod u saglasnosti sa osnovnim zahtevima i važećim propisima evropskih smernica. UA Маркування CE: компанія OSRAM засвідчує,



Horticulture Use

4. IMPORTANT SAFETY PRECAUTIONS & EXPLANATION OF SYMBOLS

- Please read this manual thoroughly before attempting to install or operate any Fluence VYPR Series system.
- After successful installation and configuration of the system, be sure to retain this manual in a safe place for future reference. Safety is a key component to a long lasting and trouble free installation.
- It is important you read, fully understand, and observe the subsequent safety precautions. If you are not comfortable with the installation of high performance lighting systems, you should seek the services of a qualified installation professional or call us for help.
- NOTICE: VYPR is a high-performance lighting system. Do not touch while in operation.
- Connect the system only to the power sources of the appropriate voltage using the correct AC plug type. Protect power cables from being pinched, walked on, or otherwise damaged. Be especially careful where the power cable enters the power outlet and the unit. Only connect the system to an electrical outlet or extension cord of appropriate type and rating. Connect the system only to the power sources of the correct voltage using the plug received.
- DO NOT defeat the safety purpose of a grounding or polarized plug by removing ground pins or using unsafe adapters. A polarized plug has two blades – one wider than the other. A grounding plug has a third ground prong in addition to the two main conductors. The wide blade or third grounding prong is provided for your safety. If the provided plug does not fit your outlet, consult an electrician to replace your obsolete outlet. If you replace the power cord, only use one of similar type and equal or greater current rating.
- The system should only be cleaned as directed in the manual. You should seek service for your system by qualified service personnel if any of the following occur:
 1. The power-supply cord or the plug has been damaged.
 2. The unit has been exposed to rain.
 3. The unit exhibits a marked change in performance.
 4. The unit has been dropped, or its enclosure or chassis is damaged.

5. CULTIVATION BEST PRACTICES

Fluence encourages everyone to experiment and pursue their own techniques. Every crop is different and everyone has different goals. However, our internal research has given us insight into several strategies we would like to share.

- Regularly check your plants' growth and health. Fluence lighting systems deliver high levels of PAR, typically more than experienced in nature. Adjustments to H₂O, CO₂, RH, nutrients, and temperature are typically required.

License Type: Cultivator

- Mount your fixture at least 18" from the top of your canopy to ensure optimal uniformity and consistent PPFD. The VYPR Series was designed to provide uniform light dispersion and requires precise deployment. A 1" variation in either direction will have a significant effect in uniformity and PPFD (which may or may not be desired).
- Many plants prefer higher temperatures when exposed to high PPFD. Experiment with higher temperatures to achieve higher yields. Canopy temperature and room ambient temperature often vary. For accurate results, test at the canopy level to gauge leaf surface temperature.

For cultivation recommendations visit <https://fluence.science/science-articles/>

6. GENERAL CARE

VYPR lighting systems are passively cooled with zero moving components. They are designed for harsh environments and years of maintenance-free performance. Some basic care will keep your system operating at peak performance cycle-after-cycle.

- Natural convection removes heat away from the heatsink. In order for the system to properly cool itself, at least one inch of space is required between the fixture and the roof of your grow area. Failure to do so may shorten the fixture's lifespan.
- To achieve the optimal lifespan and performance of your fixtures, routinely check for and remove excess dust, debris, and mineral build up from heatsink and LED array. Cleaning should always be done with the fixture unplugged from its power source using low-pressure compressed air or water to rinse off heatsink or LED array.
- Never use a cloth to clean the diode array. Doing so can scratch or compromise the integrity of the silicon seal, or dislodge diodes entirely.
- To limit degradation, avoid touching the diodes with your hands, even in a powered off state.

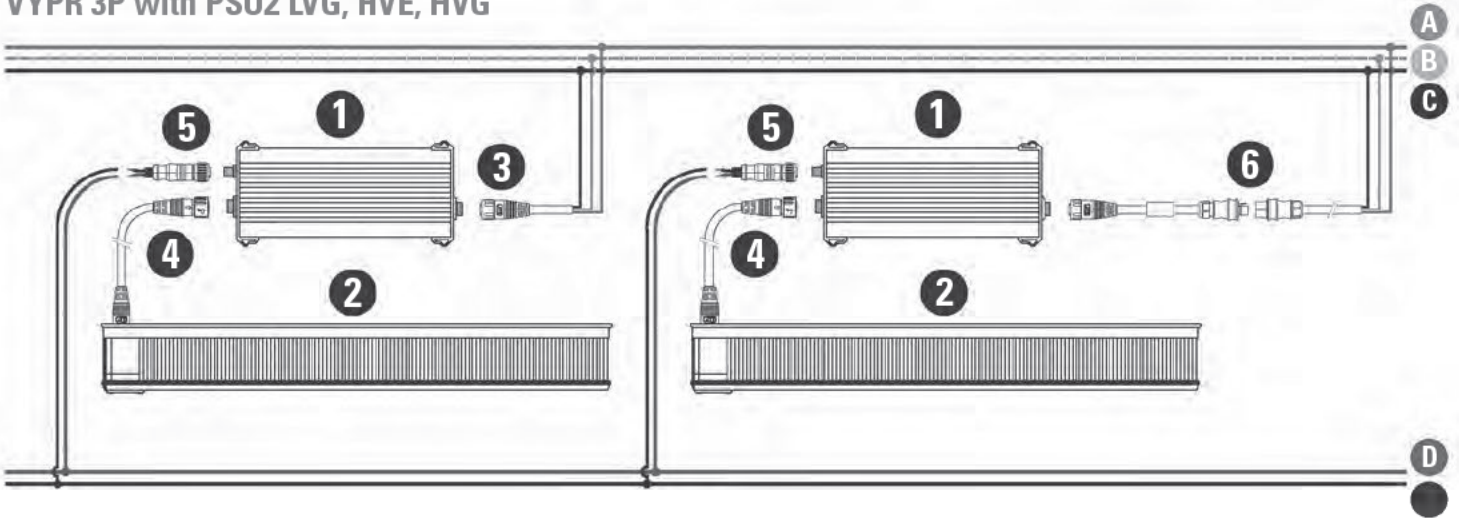
For detailed instructions for maintenance and cleaning, visit www.fluence.science/support-center/

VYPR is a high-performance lighting system. Do not touch while in operation.

PLEASE RECYCLE ALL PACKAGING MATERIAL.

7. SYSTEM WIRING DIAGRAM AND SPECIFICATIONS

VYPR 3P with PSU2 LVG, HVE, HVG



COMPONENTS

1. Power Supply
2. Light Fixture
3. AC Power Cable to Power Supply
4. DC Power Cable to Light Fixture
5. DC Dimming Signal Cable to Power Supply
6. Optional WIELAND© AC power cable adapters to Power Supply (CACE-71576-10) and CCA pigtail cable (CACE-71650-10)

CABLING

- A. AC Power Ground
- B. AC Power Neutral
- C. AC Power Line (Main)
- D. 0-10V DC Dim (+)
- E. 0-10V DC Dim (-)

| Power Supply Connector | Connector Type | Pin Assignments |
|---------------------------|--|---|
| AC Power Connector | Push-lock Male M19, 3-pin | Pin N: Neutral Pin L: Line Pin G: Ground |
| DC Power Connector | Push-lock Female M19, 2-Pin | Pin 1: LED (-) Pin 2: LED (+) |
| Dimming Connector | IEC61076-2-101 Threaded A-Code Male M12, 3-pin | Pin 1: Dim (-) Pin 3: Dim (+) Pin 4: 12VDC+ |

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Maximum Ambient Operating Temperature: 95° F / 35° C

SYSTEM SPECIFICATION SHEETS

For complete product information and system specifications please visit

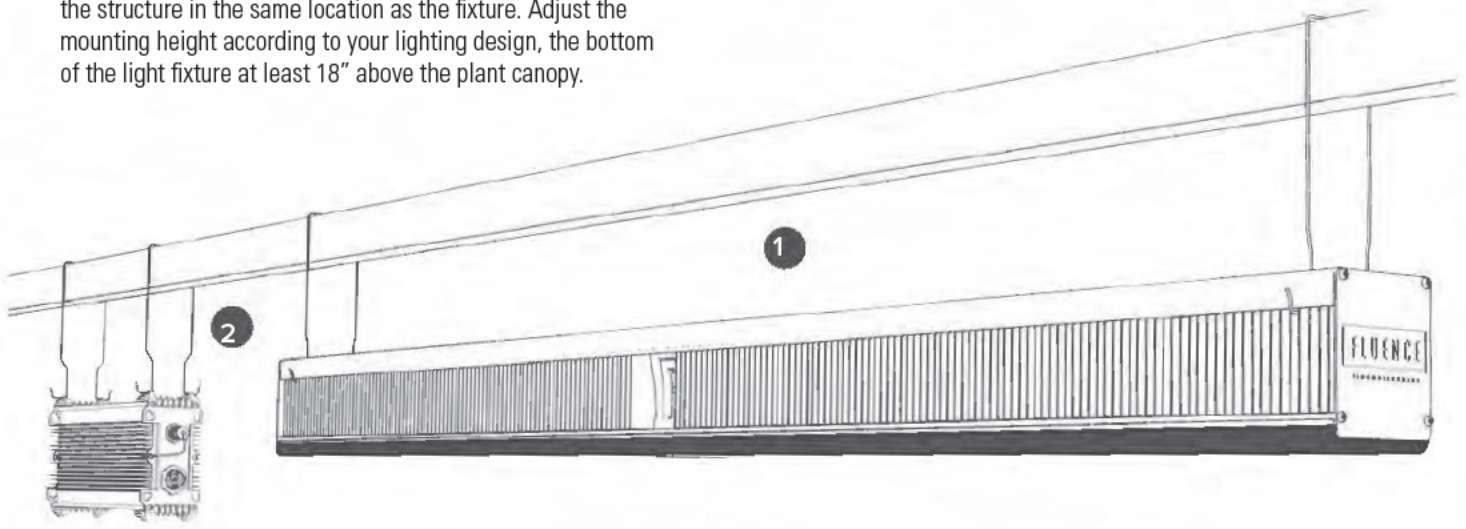
www.fluence.science/support-center/

or email support@fluencebioengineering.com

8. SYSTEM INSTALLATION INSTRUCTIONS

- 1 Mount the light fixture in a location according to your lighting design, per the installation steps for your purchased hardware. For Combo Mount, first mount the power supply to the structure in the same location as the fixture. Adjust the mounting height according to your lighting design, the bottom of the light fixture at least 18" above the plant canopy.

- 2 Mount the power supply in the desired location, per the installation steps for your purchased mounting hardware.

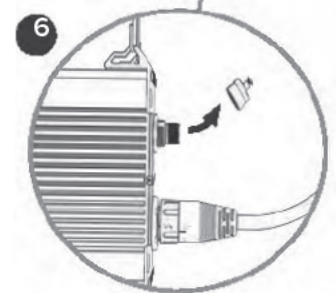
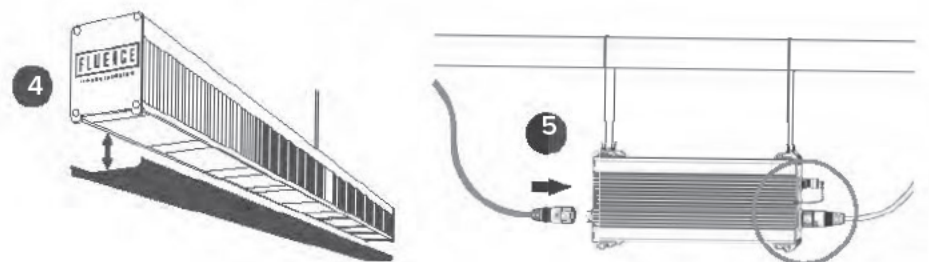


- 3 Connect the DC power extension cable to the power supply and light fixture, i.e. p/n CDCG-71591-10 or CDCG-70720-10.

- 4 Remove the protective cover to expose the LED array. Discard the cover.

- 5 Connect the AC power cable to the power supply, i.e. p/n CACA-70754-10. Wire to AC power per the system wiring diagram, or plug in AC power cables, and test.

- Optional: if connecting to a dimmer system or controller, remove the dust cap on the power supply, and connect a Fluence wet location dimming cable, i.e p/n CDMA-71561-10.



CAUTION: To protect the LED ARRAY,

- Do NOT remove the protective cover during installation.
- Do NOT contact the LED array or protective cover with sharp object or force that may damage the LED's.
- Do NOT leave the protective cover on the fixture after installation. It will melt when powering the fixture.
- Do NOT plug in AC power BEFORE connecting the power supply to VYPR fixture first.
- Also, the power supply heat sink fin edges may be sharp. The use of gloves is recommended when handling and installing the power supply to reduce the risk of injury.

PRECAUCIÓN: Para proteger el LED ARRAY,

- NO retire la cubierta protectora durante la instalación.
- NO entre en contacto con la matriz LED o la cubierta protectora usando un objeto o fuerza afilado que pueda dañar el LED.
- NO deje la cubierta protectora en el aparato después de la instalación. Se derretirá al encender el aparato.
- NO conecte primero la alimentación de CA ANTES de conectar la fuente de alimentación a la unidad VYPR.
- Además, los bordes de la aleta del dissipador térmico de la fuente de alimentación pueden ser afilados.
- Se recomienda el uso de guantes al tocar e instalar la fuente de alimentación para reducir el riesgo de lesiones.

MISE EN GARDE : Pour protéger le réseau de DEL

- NE PAS retirer le couvercle de protection pendant l'installation.
- NE PAS mettre en contact la matrice de DEL ou le couvercle de protection avec un objet pointu ou une force qui pourrait endommager les DEL.
- NE PAS laisser le capot de protection sur le luminaire après l'installation. Il fondra lors de la mise sous tension de l'appareil.
- NE PAS brancher l'alimentation CA AVANT de connecter l'alimentation au luminaire VYPR.
- De plus, les bords des ailettes du dissipateur thermique de l'alimentation électrique peuvent être coupants. L'utilisation de gants est recommandée lors de la manipulation et de l'installation de l'alimentation électrique afin de réduire le risque de blessure.

9. MOUNTING INSTRUCTIONS

9.1 Combo Mount Kit (AMV3-10569-20)

Suitable for pipes up to 1 3/4" (44.5 mm) in diameter, and for trusses or channel up to 2 3/4" (69.9 mm) wide.



Take (2) mounting hangers. Hang both brackets over the support structure as shown

Mount the power supply in the desired location, per the installation steps for your purchased mounting hardware.

Hook each hanger end onto the upper loops at each corner of the power supply.

Take (2) more mounting hangers as shown and Insert them through a slot between the VYPR fixture cooling fins. Space them to line up with the power supply lower loops. Pull up to clip the hangers to the fixture.

Hold the VYPR fixture up to the underside of the power supply as shown.

To complete the mounting, hook each hanger end onto the lower loops at each corner of the power supply.

Front View

11.48"
(292 mm)



1



2



3a



3b

5



6

9.2 Perpendicular Mount Kit (AMV3-10572-20)

Suitable for 25 mm x 50 mm T-slotted strut.



FRONT VIEW

8.38"
(213 mm)



9. MOUNTING INSTRUCTIONS

Take (2) mounting hangers. Hang both brackets over the support structure as shown.

Hold the VYPR fixture up to the hangers, perpendicular to the support structure, as shown.

Hook the hanger ends on each side onto the VYPR fixture as shown between the cooling fins.



3a

Suitable for 25 mm x 50 mm T-slotted strut.

Front View



3.3"
(84 mm)

mm

301

Take (2) mounting hangers. Hang both brackets on the support structure as shown.

Hold the VYPR fixture up to the hangers, and slide onto the brackets. Guide the bracket arms through the cooling fins and rest the VYPR fixture on the arms.

Ensure that the bracket arm hooks are all the way through and secure against the outside of the VYPR fixture frame shown.



2



3

9. MOUNTING INSTRUCTIONS

9.4 Unistrut Hanger Kit (AMV2-10120-20)

Suitable for Unistrut up to 1 5/8" (41.28 mm) wide.



9.5 Pipe Hanger Kit (AMV2-10121-20)

Ideal for mounting under pipes up to 1 3/4" (44.5 mm) in diameter, or can be paired with chain or cable to suspend the fixture lower while the pipe bracket levels the fixture.



9.6 Square Hanger Kit (AMV2-10119-20)

Suitable for trusses or channel up to 2 3/4" (69.9 mm) wide.



9.7 Combo Mount Hanger Kit (AMV3-10569-20)

Suitable for pipes up to 1 3/4" (44.5 mm) in diameter, and for trusses or channel up to 2 3/4" (69.9 mm) wide.



IMPORTANT: DO NOT mount the power supply vertically using wire-form type hangers. To mount the power supply vertically, use a Surface Mount Kit secured to a flat surface.

IMPORTANTE: NO coloque la fuente de alimentación verticalmente utilizando perchas de forma de alambre. Para montar la fuente de alimentación verticalmente, utilice un kit de montaje en superficie fijado a una superficie plana.

IMPORTANT: NE PAS monter l'alimentation électrique à la verticale en utilisant des supports de type fil de fer. Pour monter l'alimentation électrique à la verticale, utilisez un kit de montage en surface fixé sur une surface plane.



9. MOUNTING INSTRUCTIONS

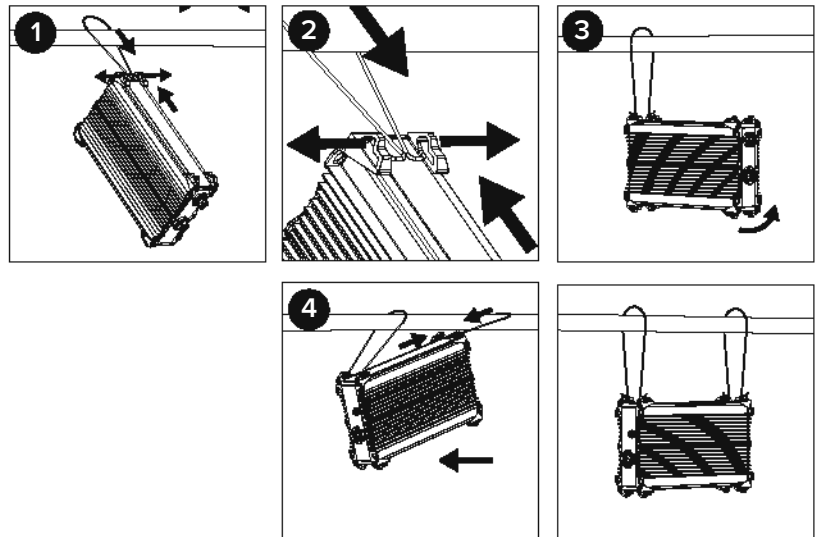
Light Fixture with Unistrut, Pipe, or Square Hanger Kit

- Take (2) mounting brackets. Hang a bracket over the support structure and hold up the VYPR fixture under it.
- While maintaining a firm grip on both, pinch the bottom of the bracket inward and insert it into the top of VYPR heatsink between the fins, release the tension of the bracket.
- When installed properly, the bracket should hook into both sides of the VYPR heatsink frame to provide a level and secure mount.
- Repeat steps 1-3 on the other side of the fixture to finish mounting your VYPR. The two brackets should be centered to the fixture and widely spaced out, with 3"-8" to the fixture edge.



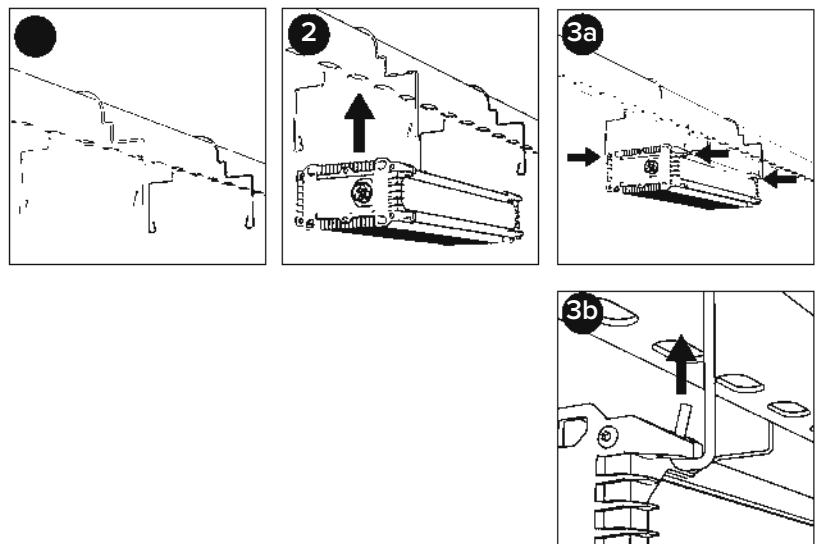
Power Supply Remote with Unistrut, Pipe, or Square Hanger Kit

- Take (2) mounting brackets and hang a bracket over the support structure. Locate the holes for brackets on the narrow side of PSU power supply, hold up the power supply under the support structure under it.
- While maintaining a firm grip on both, pinch the bottom of the bracket inward and horizontally insert it into the receiving holes on the PSU power supply, release the tension of the bracket.
- Lift the ends of the brackets up to a 90° angle. Repeat above steps to install another bracket on the PSU power supply.



Power Supply Remote with Combo Mount Hanger Kit

- Take (2) mounting hangers. Hang both brackets over the support structure as shown.
- Hold the power supply up to the hangers as shown.
- Hook each hanger end onto the upper loops at each corner of the power supply.



9.8 Power Supply Remote with Surface Mount Kit

Surface mount brackets are suitable for mounting to any flat surface that will support the weight of the power supply.

PSU2 LVG, HVE



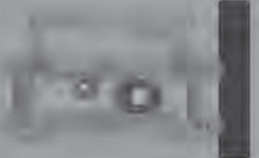
1.52" (38.62 mm) + PS Height



PSU2 HVG

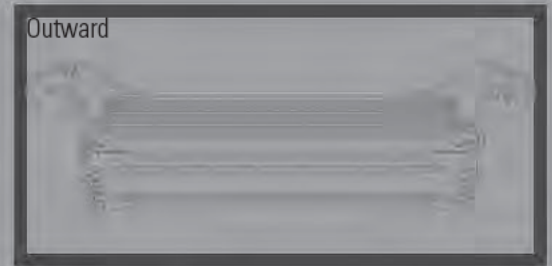


1.52" (38.62 mm) + PS Height






Bracket Positions

The mounting brackets can be installed outward or inward. If installed inward, it may be necessary to first mount the brackets to the surface.

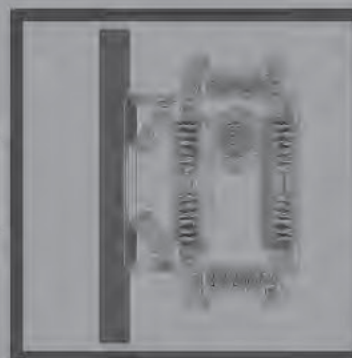


Bracket Installation

-  Place one bracket behind the power supply end plate and align the screw holes
-  Install a screw and washer in each hole and tighten. Ensure the washer is installed in the correct direction as shown for proper fit and function. Do not overtighten.
-  Repeat steps 1 and 2 at the other end. Mount the power supply to the desired surface using suitable hardware for the surface material, and weight of the power supply.



Recommended Mounting Positions





10. OUR PRODUCT GUARANTEE & WARRANTY

Every Fluence Lighting system is engineered and built by Fluence Bioengineering using state-of-the-art robotics and hand craftsmanship. All Fluence Lighting systems are guaranteed against manufacturing defects for five years from date of purchase. Contact us at support@fluencebioengineering.com for more warranty information.

We stand behind our research, we stand behind our technology and we stand behind our clients. www.fluence.science/warranty/



Review our products, share your grow and stay abreast of the latest Fluence news and product releases through the channels below:

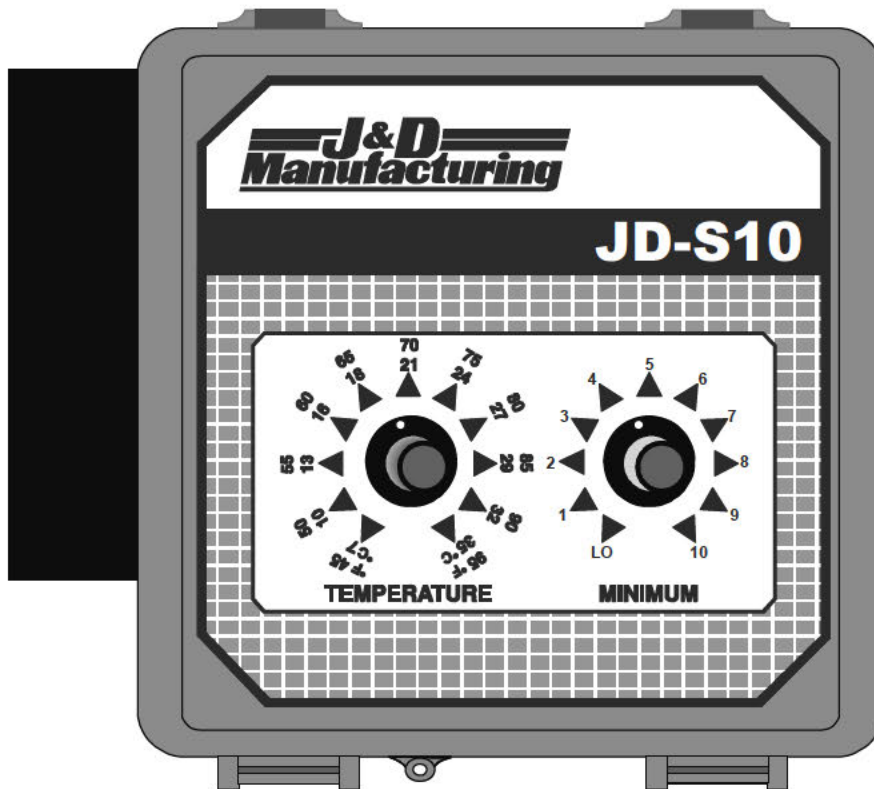


fluence.science

MANUAL

JD-S10

Temperature Variable
Speed Control



Installation / User's Guide

This guide will inform the electrician on proper wiring and installation procedures and, will also inform the user on how to use the JD-S10 controller.

The manufacturer recommends that the following installation instructions be followed to as closely as possible, and that all work be performed by a certified electrician. Failure to do so may void the warranty.

Description

The JD-S10 controller is designed to control a variable speed fan according to a set point and a temperature sensor. The **Temperature Set Point, Differential, Minimum Speed** and **Full Speed Start** are completely adjustable. The controller operates on 115/230V and 50/60Hz.

The JD-S10 comes in a PVC non-corrosive enclosure that is protected from dust and humidity. The JD-S10 is covered by a complete two-year warranty.

Unpacking

Unpack the JD-S10 module and inspect contents for damage. Should the contents appear to be damaged, contact your local distributor to return the material.

The package should contain the following standard items:

- 1 JD-S10
- 1 2004-10K inside temperature probe
- 1 Installation / User's guide

Mounting hardware required

This is the list of the mounting hardware needed, which is not included with the product:

- Screws (to mount the module on the wall)
- Screwdriver
- Soldering iron kit or approved sealed connectors

General installation guidelines

JD-S10

- It is recommended to install the unit in a hallway to limit the JD-S10 exposure to noxious gases.
- In order to avoid condensation problems inside the JD-S10, it is recommended to install the module on an inside wall. If it is not possible, use spacers to have an air gap between the wall and the controller.
- It is required to install the JD-S10 right side up with the cable entry holes facing down.
- The enclosure is watertight, but do not spray water or submerge the JD-S10 in water. Cover it carefully with plastic when cleaning the room.
- The JD-S10 should be installed in easy-access location but away from damaging elements (heat, cold, water, direct sunlight...).
- Do not drill the face, the side, the top or the underside of the control.
- Do not install the JD-S10 near high-voltage equipment, power supply or transformer.

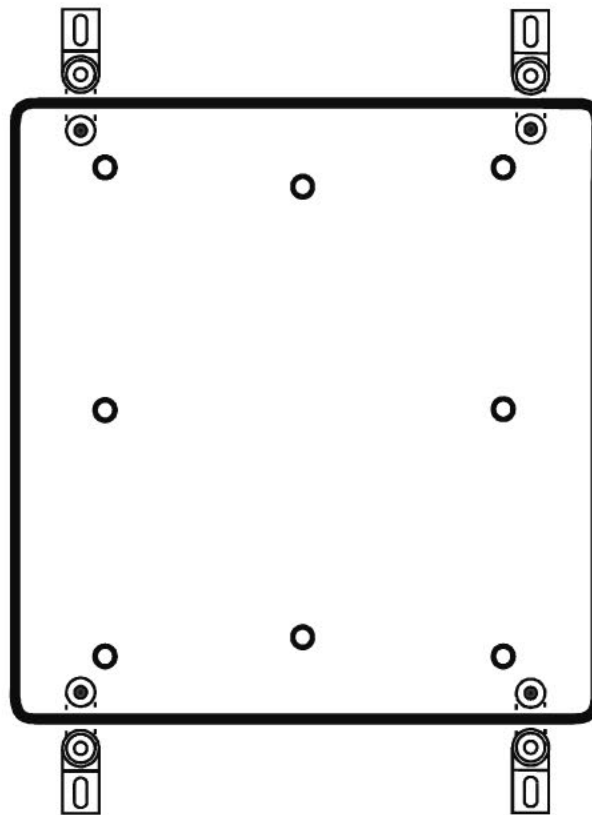
Electrical cables

- All electrical cables must be installed according to local wiring codes.
- All cable shields must be connected to the shield terminal on the cord to which the cable is connected. The shield is needed to protect the JD-S10 against any electromagnetic interference generated by lightning or nearby operating machinery.
- Never use the shield as a conductor.
- Connect only one end of the shield to the JD-S10.
- Use separate conduits for the low voltage cables and the high voltage cables. There must be at least 1 foot (30 cm) between low-voltage and high-voltage conduits.
- If a low voltage cable has to cross over a high voltage cable, make this crossing at 90°.
- All cable connections must be soldered or done with approved sealed connectors.
- It is prohibited to use overhead cables outside the building.

Mounting

- The enclosure must be mounted in a location that will allow the cover to be completely opened.
- Fasten the four brackets to the four mounting holes on the back of the enclosure using the four screws provided with the brackets.
- Then mount the enclosure on the wall by inserting screws through the brackets' adjustment slots, into the wall. Make sure to position the enclosure so that all wires extend out of the bottom section of the enclosure.
- The bracket slots serve to adjust the position of the controller.
- Once you have adjusted the controller position, tighten the four mounting screws. (see figure 1).

FIGURE NO. 1 Mounting Position and Devices



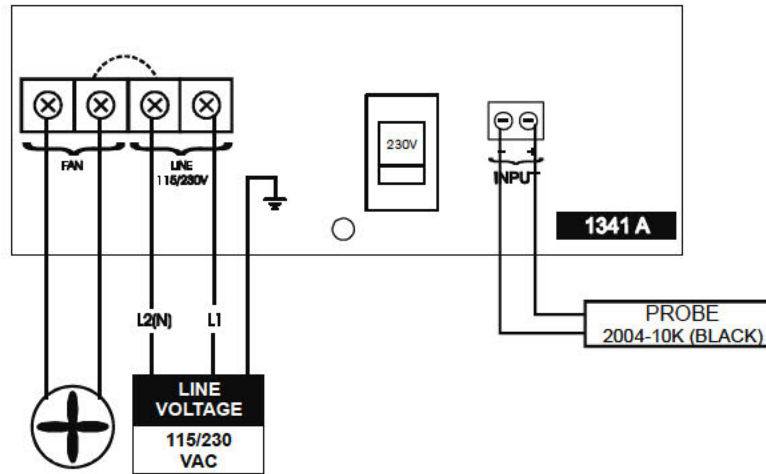
Wiring Procedure

1. Open the JD-S10 controller enclosure.
2. Verify the technical specifications to know which wire to use.
3. Connect the equipment to the 2 black terminal block identified as FAN as shown in figure 2.
4. Connect the power source to the 2 black terminal block identified as LINE as shown in figure 2.
5. Connect the probe to the 2 green terminal block identified as INPUT as shown in figure 2.

IMPORTANT: Low-voltage and high-voltage wire must be passed through different conduits at least 1 foot (30 cm) apart. If low-voltage and high-voltage conduits must be crossed, the crossing must be at a 90-degree angle.

6. Make sure that the voltage selector switch is set to the correct voltage before powering up the JD-S10 (refer to figure 3 for the location of the switch).
7. Power up the JD-S10 controller. Verify that the controller operates correctly.
8. Close the JD-S10 enclosure. Don't forget to put a security screw or a padlock.

Figure 2: Wiring Diagram

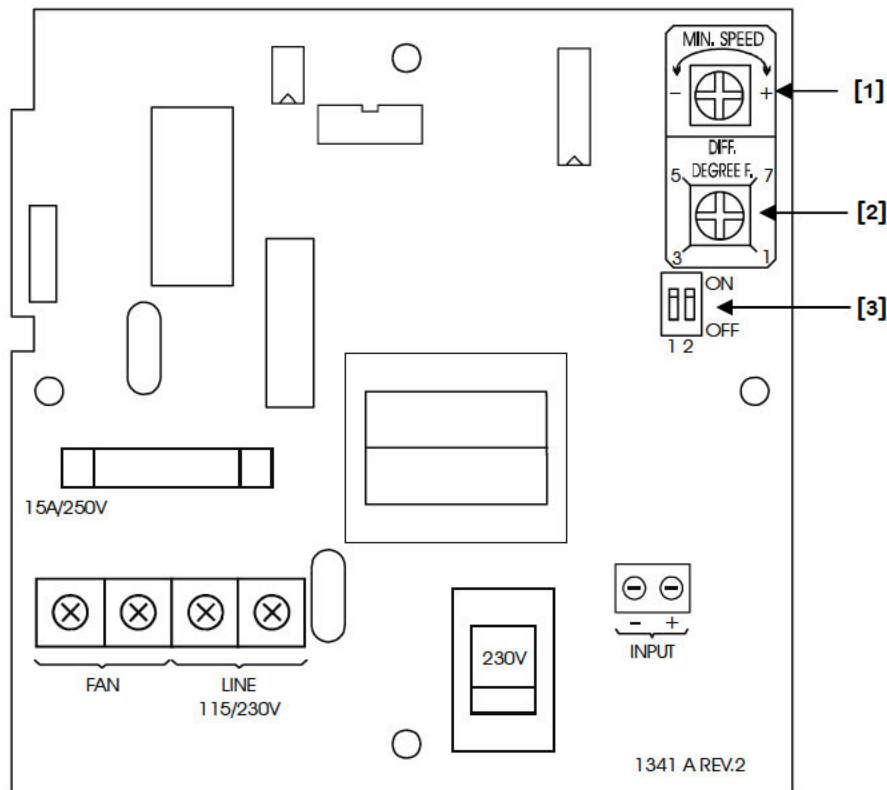
**WARNING!**

- ⚡ To avoid electric shock, disconnect power source prior to installation or troubleshooting.
- ⚡ Make sure that the voltage selector switch is set to the correct voltage before powering up the controller.

Using the JD-S10

With the JD-S10 you can control many aspect of the variable fan behaviour according to the temperature. Refer to figures 3 and 4 for the location of the different switches and selectors of the controller.

Figure 3: Electronic Board and component location



1. Minimum Speed Potentiometer

This potentiometer is used to adjust the **Minimum Speed** of the fan. This will be the minimum speed when the **Minimum** selector is set to LO.

2. Differential Potentiometer

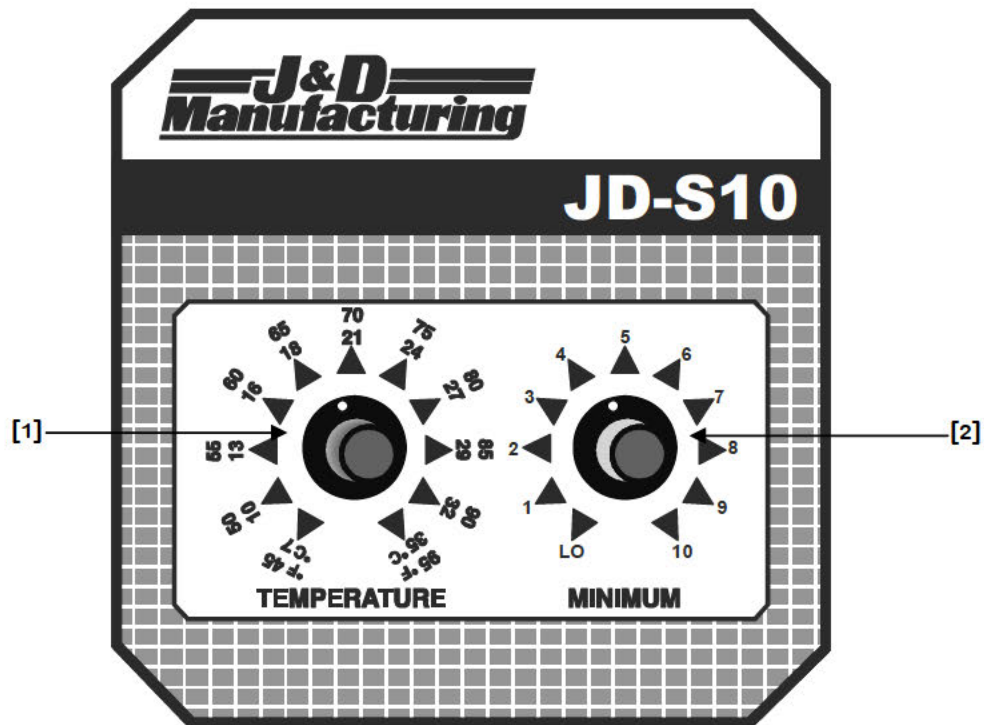
This potentiometer is used to set the **Differential** of the fan. The **Differential** is the temperature range where the fan will modulate from its minimum speed to its maximum speed (100%). The **Differential** is adjustable from 1°F to 7°F (0.6°C to 3.9°C).

3. Dip Switches (**Auto Shutoff** and **Full Speed Start**)

Dip Switch 1, is used to select the **Auto Shutoff** mode.

Dip Switch 2 is to enable or not the 2-second **Full Speed Start**.

Figure 4: JD-S10 Faceplate



1. Temperature Set Point

This selector is used to set the **Temperature Set Point** at which the fan will start its modulation.

2. Minimum

This selector is used to set the **Minimum** speed of the fan. This speed will be used at the **Temperature Set Point** and below. The **Minimum** speed is influenced by the **Minimum Speed** potentiometer inside the box (refer to figure 3).

The JD-S10 controller use a temperature probe to read the room temperature and it makes the fan modulate according to a **Temperature Set Point** and a **Differential**. The **Temperature Set Point** is adjustable on the faceplate (refer to figure 4) and the **Differential** adjustment is inside the controller box on the electronic board (refer to figure 3). User can also adjust the fan **Minimum** speed on the faceplate of the controller (refer to figure 4). It is also possible to adjust more precisely the **Minimum Speed** with the potentiometer located inside the controller box on the electronic board (refer to figure 3). That **Minimum Speed** potentiometer is used to adjust the LO of the **Minimum** speed selector.

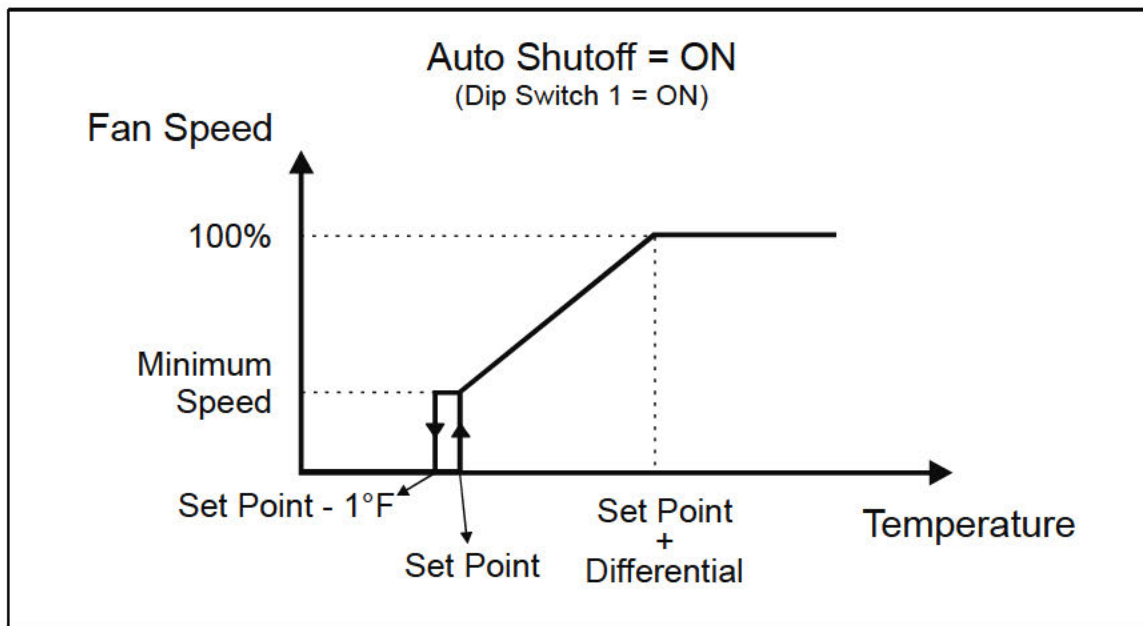
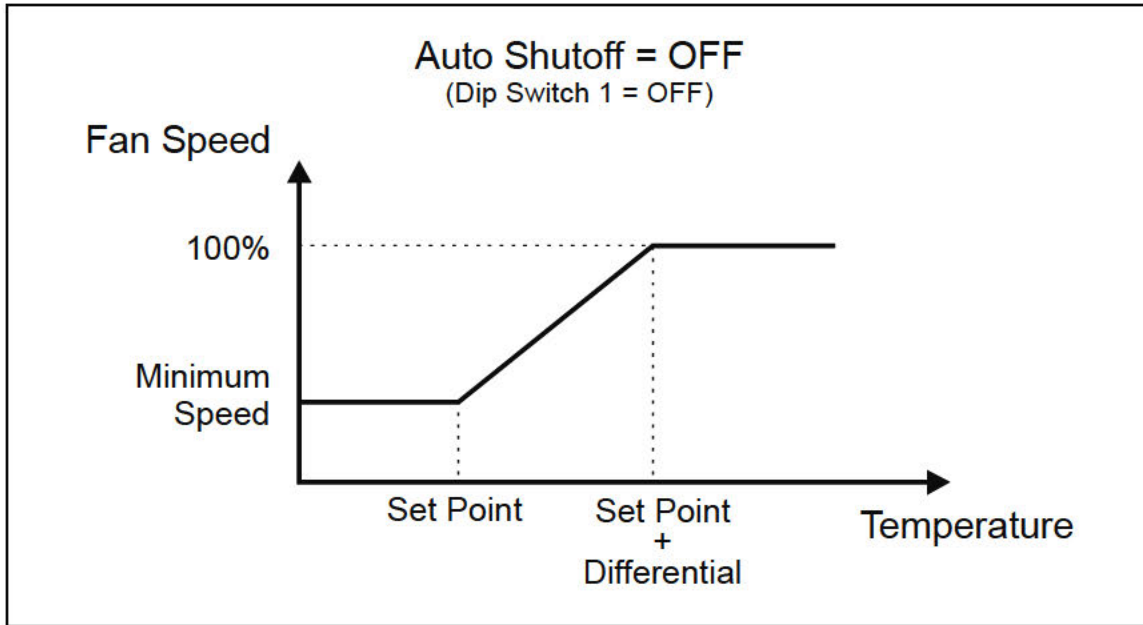
User can set how the fan will operates below the **Temperature Set Point**. The fan can either continue to run at minimum speed (**Auto Shutoff** set to OFF) or can stop below the **Temperature Set Point** (**Auto Shutoff** set to ON). Refer to figure 3 for the location of the **Auto Shutoff** switch.

A switch also located on the electronic board will enable or not a **Full Speed Start** of 2 seconds on the variable fan. Refer to figure 3 for the location of the **Full Speed Start** switch.

Here is a description of the JD-S10 operation.

- Below the **Temperature Set Point**, if the **Auto Shutoff** is set to OFF, the fan will run continuously at its minimum speed. If the **Auto Shutoff** is set to ON, the fan will stop 1°F (0.6°C) below the **Temperature Set Point**.
- At the **Temperature Set Point**, the fan will be activated at its minimum speed. It may also run at its full speed for 2 seconds if the fan was stopped below the **Temperature Set Point** (if **Full Speed Start** is set to ON and **Auto Shutoff** is also set to ON).
- Above the **Temperature Set Point**, the fan will modulate from its minimum speed to 100% of its speed. The full speed will be reached when the room temperature is equal to the **Temperature Set Point + Differential**.

Figure 5: Logic Diagrams



Specifications

| DESCRIPTION | VALUE |
|--|---|
| Storage temperature | -4°F to 131°F (-20°C to 55°C) |
| Operating temperature | 32°F to 113°F (0°C to 45°C) |
| Humidity | 90% maximum Non-condensing |
| Weight | 1,4 lb (0,6 kg) |
| Size | 5 15/16" x 5 15/16" x 3 9/16" (15 cm x 15 cm x 10 cm) |
| Protection index | IP 66 |
| Warranty | 2 years |
| POWER SUPPLY | |
| Operational voltage range (SW1 @ 115V) | 92 to 125VAC |
| Operational voltage range (SW1 @ 230V) | 184 to 250VAC |
| Operational frequency range | 45 to 65 Hz |
| PROBE INPUT | |
| Temperature probe | 2004-10K |
| Maximum wire length | 500 feet (150 m) |
| Recommended wires | 2 conductors, stranded, shielded, AWG #22 |
| VARIABLE OUTPUT | |
| Maximum Allowable Current (Fuse value) | 15A, 250VAC |
| Recommended maximum current for fans | 12FLA |
| Minimum load | 300mA @ 230VAC |

Limited Warranty

The manufactured equipment and supplied components have gone through rigorous inspection to assure optimal quality of product and reliability. Individual controls are factory tested under load, however the possibility of equipment failure and/or malfunction may still exist.

For service, contact your local retailer or supplier. The warranty period shall be for two years from manufacturing date. Proof of purchase is required for warranty validation.

In all cases, the warranty shall apply only to defects in workmanship and specifically exclude any damage caused by over-voltage, short circuit, misuse, acts of vandalism, lightning, fortuitous events, acts of God, flood, fire, hail or any other natural disaster. Any unauthorized work, modification or repair on this product automatically voids the warranty and disclaims the manufacturer from all responsibility.

The manufacturer assumes only those obligations set forth herein, excluding all other warranties or obligations. This warranty stipulates that in all cases the manufacturer shall be liable only for the supply of replacement parts or goods and shall not be liable for any personal injury, damages, loss of profits, interrupted operations, fines for infringement of the law or damages to the production of the PURCHASER and the PURCHASER shall take up the defence and hold the manufacturer faultless regarding any legal or extra legal proceedings, notice, or claim by the customer or by a third party, and regarding any legal and extra legal expenses and fees brought forward on by such damages.

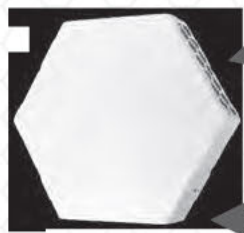
IMPORTANT INFORMATION

Defender DXM 100 & DXM 50 Installation Instructions

1. **COVERAGE:** DXM 100 units are designed to cover up to 500 sq. ft. based on average ceiling height of about 10 - 12 ft.

**** Units installed in smaller rooms less than 300 sq. ft. may need to be placed on a timer to cycle the unit on & off for periods of time if the sanitization seems too strong for room inhabitants. Please contact Innovative Solutions with any questions on determining the cycle times.**

2. In grow rooms the DXM 100 should be installed on walls or from the ceiling about 2 – 3 ft. above the highest canopy height. Stay clear of lights, etc. that will interfere with the distribution of the sanitization. The units plug into standard 110 outlets.
3. The DXM 100 uses the air flow in the room to help distribute the sanitization. Place the unit near air supply vents, and away from air exhaust vents. The goal is to provide sanitization to the top of the crop canopy and keep the sanitization in the room as long as possible.
4. The DXM units should be installed with the Air Exhaust Port facing down.



Filter Locations - Top Left & Right Sides

Air Exhaust Port - Facing Down

5. Do not place the DXM 100 unit where it will be exposed to water.
6. Do Not place the DXM 100 directly in front of fans. It is best to keep the unit about 3 feet from the nearest fan, which will allow the fan to help gently distribute the sanitization.
7. There is a small amount of light that is visible inside the DXM 100 Air Exhaust port. This light has been tested and proven to not be in the light spectrum that will have any impact on plant growth cycles.
8. Refer to the User Manual for complete installation instructions.

****IMPORTANT INFORMATION****

Defender DXM 100 & DXM 50 Maintenance Instructions

**** Consistent Maintenance Is Critical To Ensure Optimal Performance ****

1. Unplug the DXM unit before removing the unit cover for maintenance and service.

QUARTERLY SERVICE

2. The Air Filters should be replaced every 3-4 months or as needed to keep the inside of the DXM unit clean. This varies based on the environment; in clean grow rooms typically about every quarter. Simply remove the unit cover to easily slide out the filters for replacement.

ANNUAL SERVICE * CRITICAL MAINTENANCE *****

3. The air purification ARC® cell should be replaced every 12 months for optimum performance due to the fact the UV light degrades over time and the ARC cell gets coated with foreign matter. The ARC cell is easily replaced by following the instructions in the user manual.

**** The ARC® cell is a critical component that creates the air sanitization that destroys mold, mildew and bacteria. Failure to replace the ARC cell annually will cause the unit to become ineffective.**

**DXM 100/50 maintenance parts can be purchased at
<https://innovative-solutions.org>**

**We Want To Help You Ensure That Your ProGuard Installation & Operation Is
Optimized For Maximum Success**

PLEASE CONTACT INNOVATIVE SOLUTIONS WITH ANY QUESTIONS

Gary Mancini
858.382.1933

Mike D'Ambra
858.231.8484

www.Innovative-Solutions.org

 [innovativesolutions4mmj](https://www.instagram.com/innovativesolutions4mmj)

IMPORTANT INFORMATION

Defender DXM Mini Installation Instructions

1. **COVERAGE:** DXM Mini units are designed to cover up to 250 sq. ft. based on average ceiling height of about 10 - 12 ft.

**** Units installed in smaller rooms less than 250 sq. ft. may need to be placed on a timer to cycle the unit on & off for periods of time if the sanitization seems too strong for room inhabitants. Please contact Innovative Solutions with any questions on determining the cycle times.**

2. In grow rooms the DXM Mini should be installed on walls or from the ceiling about 1 – 2 ft. above the highest canopy height. Stay clear of lights, etc. that will interfere with the distribution of the sanitization. The units plug into standard 110 outlets.
3. The DXM Mini uses the air flow in the room to help distribute the sanitization. Place the unit near air supply vents, and away from air exhaust vents. The goal is to provide sanitization to the top of the crop canopy and keep the sanitization in the room as long as possible.
4. The DXM units should be installed with the Air Exhaust Port facing up.



← **Air Exhaust Port - Facing Up**

← **Filter Location - Bottom**

5. Do Not place the DXM Mini unit where it will be exposed to water.
6. Do Not place the DXM Mini directly in front of fans. It is best to keep the unit about 3 feet from the nearest fan, which will allow the fan to help gently distribute the sanitization.
7. There is a small amount of light that is visible inside the DXM Mini Air Outlet port. This light has been tested and proven to not be in the light spectrum that will have any impact on plant growth cycles.
8. Refer to the User Manual for complete installation instructions.

****IMPORTANT INFORMATION****

Defender DXM Mini Maintenance Instructions

**** Consistent Maintenance Is Critical To Ensure Optimal Performance ****

1. Unplug the DXM Mini unit before removing the unit cover for maintenance and service.

QUARTERLY SERVICE

2. The Air Filters should be replaced every 3-4 months or as needed to keep the inside of the DXM Mini unit clean. This varies based on the environment; in clean grow rooms typically about every quarter. Simply remove the unit cover to easily slide out the filters for replacement.

ANNUAL SERVICE * CRITICAL MAINTENANCE *****

3. The air purification ARC® cell should be replaced every 12 months for optimum performance due to the fact the UV light degrades over time and the ARC cell gets coated with foreign matter. The ARC cell is easily replaced by following the instructions in the user manual.

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urban-gro®

Skid System

For Controlled Environment
Agriculture



The Silver Bullet Water Treatment oxidation treatment process is designed to provide mixing, aeration, and disinfection for irrigation and climate control waters used in CEA applications. Treatment dose rates can be tailored to treat and condition a wide range of influent water qualities and volumes. Our treatment process can be applied to makeup waters, recaptured condensate, or recycled and blended irrigation run-off.

Engineering Advantage

The Silver Bullet engineering team will work to ensure an accurate sizing and treatment dose is applied to each treatment application. Design factors include dose rate compatibility with nutrient formulas and other irrigation additives. Influent filtration can include media, cartridge and activated carbon options depending on the incoming water quality. Direct UV disinfection may be combined with the Silver Bullet skid system for complimentary disinfection capabilities.

Specifications

| Skid Model: | Power Sleeves: | SBWT AOP Power Requirements: | Recirculation Pump Power Requirements: |
|-------------|----------------|------------------------------|--|
| HO230-CL1 | 1 | 2 AMPs 120V | 2.6 AMPs @ 230V 3PH |
| HO230-CL2 | 2 | 3 AMPs 120V | 3.7 AMPs @ 230V 3PH |
| HO334-CL3 | 3 | 4 AMPs 120V | 3.7 AMPs @ 230V 3PH |
| HO334-CL4 | 4 | 5 AMPs 120V | 6.2 AMPs @ 230V 3PH |

| Water Flow Rate: | Plumbing Connections: | Standard Power Configurations: |
|---|---|-------------------------------------|
| 15 GPM @40 PSI 27 GPM @ 35 PSI 36 GPM @ 25 PSI 50 GPM @ 40 PSI | 1.25" Inlet and Outlet Sch 80 Piping | SBWT AOP 120V 1PH; Pump 230V 3PH |

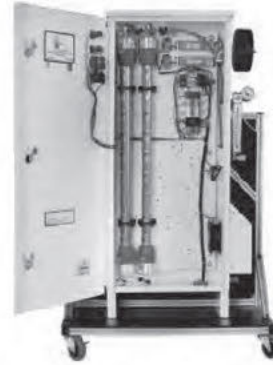
Configuration: Compressorless SBWT AOP with Gould's VV series pump and 1" - 1.5" Venturi Injection

Ship Dimensions: 36" Wide x 36" Long x 48" Tall

Lead Time: 8 Weeks

Ship Weight: 250 lbs.

Note: SBWT System will require 60" Height Clearance



Superior Performance and Service

Each Silver Bullet skid system requires maintenance and service for optimal performance. Service includes regular, on-site performance checks by one of our trained field technicians and inspection of all mechanical equipment, calibration sensors, proactive replacement of any mechanical components, and water sampling and analysis.

Each Silver Bullet skid system is delivered with:

- Installation Instruction
- Maintenance & Troubleshooting Manual
- Annual Sleeve Replacement Instructions
- P&ID Layout of treatment process
- Electrical Wiring Diagram(s)

CUSTOMIZABLE. CORRUGATED STEEL. WATER STORAGE.



Our RainFlo field-assembled corrugated steel water tanks are cost effective water storage solutions. These tanks are structurally strong and watertight for years of dependability. RainFlo steel water storage tanks utilize the latest technology with a bolted steel outer shell and a heavy duty liner. Available in capacities from 600 to 500,000 gallons, as well as custom capacities, there is a size to meet your needs. Several complete package options and accessories are available to customize your tank for your application and project specifications. The modular design of our water tank enables it to be packaged flat for easy transportation, even to remote areas. The tanks are assembled at the project site by trained installation professionals.

Key Applications:

- Potable water storage
- Fire protection
- Irrigation
- Rainwater harvesting
- Stormwater retention
- Wastewater
- Mining
- Agriculture
- Industrial processing
- Aquaculture
- Thermal storage
- Other bulk storage needs

DURABILITY

A RainFlo steel water storage tank uses a corrugated galvanized steel cylindrical tank in conjunction with a liquid-tight PVC liner. The tanks are built with a conical, flat, or domed galvanized steel roof. Tanks are designed to be constructed and anchored to a concrete foundation. Our tanks are engineered and tested to meet or exceed all standard municipal wind, seismic, and snow loads required by the Uniform Building Code.

Features:

- Wind resistant - designed for 94 MHP (150 KPS) UBC Exposure C
- Earthquake resistant - designed for Seismic Zone 2A, many tanks will meet higher requirements.
- Galvanized JS-500 coated bolts - all bolts meet SAE Grade 8.2 or stronger
- 30° roof - designed for a 15 psf roof snow load

OPTIONAL TANK ACCESSORIES

Several tank and accessory options are available to meet specific applications and project requirements. Please contact your representative for design assistance.



PRE-FILTRATION

Our filtration is specially developed for commercial/industrial rainwater harvesting to provide optimum cleaning performance with maximum water yield.

Options:

- GRAF Optimax filter line with inlet sizes from 4"-20"
- Inline downspout filters
- Roof mounted basket filter



PUMPING AND WATER TREATMENT SYSTEMS

We offer complete system packages that include pumping and water treatment systems. A wide variety of configurations and flow rates are available. Contact us for assistance in sizing and specifying a system for your application.

Options:

- Fixed and variable speed pump systems
- UV, Ozone, and sediment filtration
- Recirculation and tank water heating systems



EXTERIOR

For aesthetics and personalization, our corrugated steel tanks are available with roof options, multiple color powder coatings, and vinyl or cedar wraps.

Options:

- Cedar wrap
- Vinyl wrap
- Flat roof or dome roof options
- Fire engine red coating
- Other color coatings to fit your application
- Company logo or messaging

ADDITIONAL OPTIONAL ACCESSORIES

- Tank water heaters
- Rainwater system controller
- Motorized 3-way backup valve
- Inspection hatches/manways (various sizes)
- Inlet and outlet flanges and bulkheads
- Potable water liners
- Ladders and platforms
- Ground-level side access ports
- Ladder lock-off panels
- Pumping and filtration systems

FIRE PROTECTION

We offer several tanks and fittings for fire suppression and tank drafting. These tanks exceed requirements for NFPA-22, NSF 61/ANSI, AWWA D103-09, UBC, NBC, and IBC. To meet specific applications and project requirements, our engineering team can provide certified tank and foundation design.

Options:

- Drafting connections
- Fire pumper truck hookup with gate valve
- Ladder/OHSA cage
- Liquid level indicator with site tube
- Steel flange kit
- NFPA fitting packages
- Tank water heaters



Fire engine red coating



Custom signage



Anti-vortex plate

ORDERING INFORMATION

*For a complete list of tank part numbers, please contact your representative

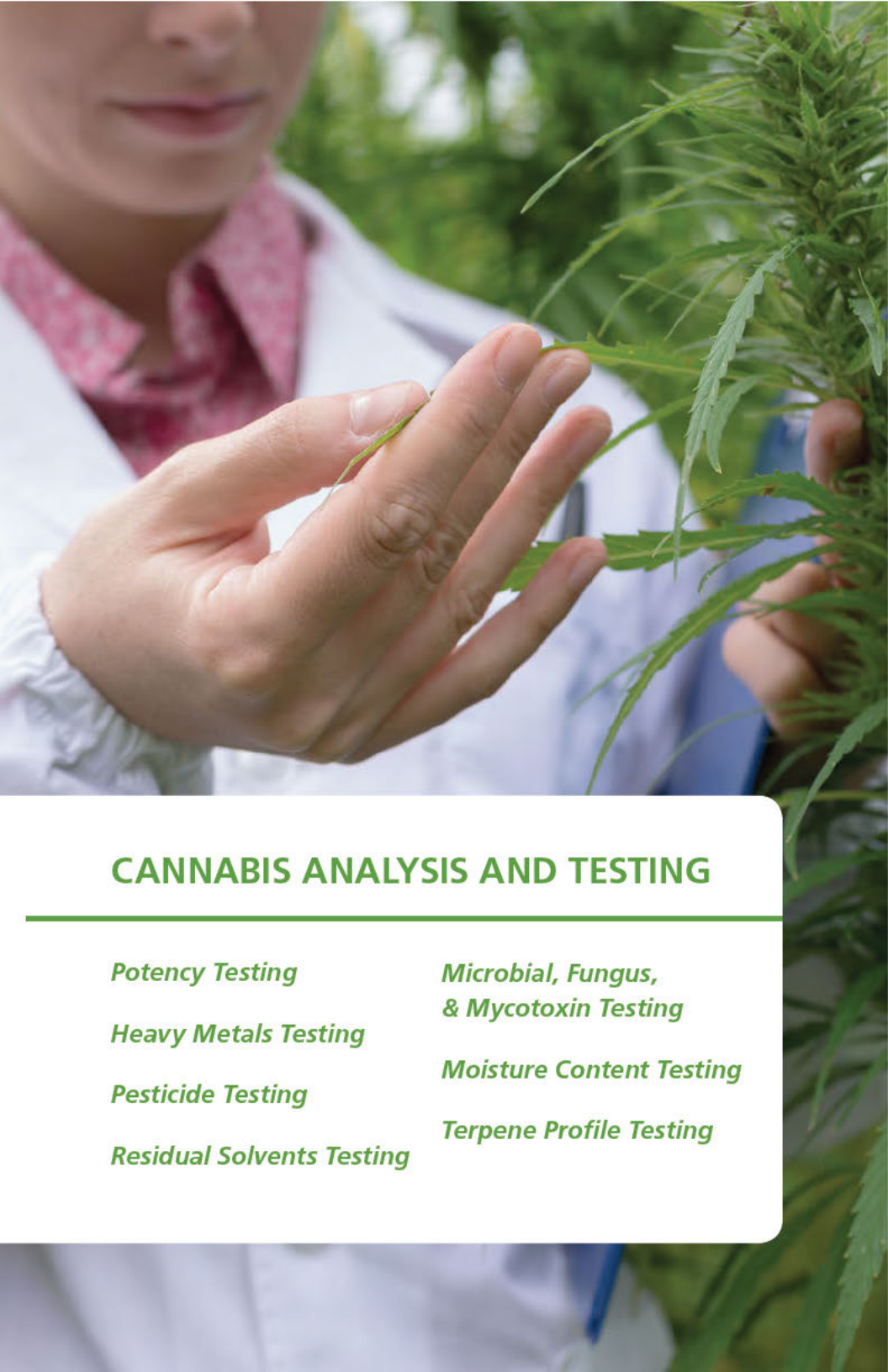
| Model # | Tank Dia. (ft.) | Eave Height | Overall with Roof | Capacity US Gallons |
|---------|-----------------|-------------|-------------------|---------------------|
| 601 | 5'11" | 3'8" | 5'5" | 767 |
| 602 | 5'11" | 7'4" | 9'1" | 1535 |
| 603 | 5'11" | 11'0" | 12'9" | 2302 |
| 604 | 5'11" | 14'8" | 16'5" | 3069 |
| 605 | 5'11" | 18'4" | 20'1" | 3837 |
| 606 | 5'11" | 22'0" | 23'9" | 4604 |
| 901 | 8'11" | 3'8" | 6'4" | 1727 |
| 902 | 8'11" | 7'4" | 10'0" | 3453 |
| 903 | 8'11" | 11'0" | 13'8" | 5180 |
| 904 | 8'11" | 14'8" | 17'4" | 6906 |
| 905 | 8'11" | 18'4" | 21'0" | 8633 |
| 906 | 8'11" | 22'0" | 24'8" | 10359 |
| 1201 | 11'11" | 3'8" | 7'3" | 3069 |
| 1202 | 11'11" | 7'4" | 10'11" | 6139 |
| 1203 | 11'11" | 11'0" | 14'7" | 9208 |
| 1204 | 11'11" | 14'8" | 18'3" | 12278 |
| 1205 | 11'11" | 18'4" | 21'11" | 15347 |
| 1206 | 11'11" | 22'0" | 25'7" | 18416 |
| 1501 | 14'11" | 3'8" | 7'7" | 4796 |
| 1502 | 14'11" | 7'4" | 11'3" | 9592 |
| 1503 | 14'11" | 11'0" | 14'11" | 14388 |
| 1504 | 14'11" | 14'8" | 18'7" | 19184 |
| 1505 | 14'11" | 18'4" | 22'3" | 23980 |
| 1506 | 14'11" | 22'0" | 25'11" | 28776 |
| 1507 | 14'11" | 25'8" | 29'7" | 33572 |
| 1801 | 17'11" | 3'8" | 8'6" | 6906 |
| 1802 | 17'11" | 7'4" | 12'2" | 13812 |
| 1803 | 17'11" | 11'0" | 15'10" | 20719 |
| 1804 | 17'11" | 14'8" | 19'6" | 27625 |
| 1805 | 17'11" | 18'4" | 23'2" | 34531 |
| 1806 | 17'11" | 22'0" | 26'10" | 41437 |
| 1807 | 17'11" | 25'8" | 30'6" | 48343 |
| 2101 | 20'11" | 3'8" | 9'14'11" | 9400 |
| 2102 | 20'11" | 7'4" | 13'0" | 18800 |
| 2103 | 20'11" | 11'0" | 16'8" | 28200 |
| 2104 | 20'11" | 14'8" | 20'4" | 37600 |
| 2105 | 20'11" | 18'4" | 24'0" | 47000 |
| 2106 | 20'11" | 22'0" | 27'8" | 56401 |
| 2107 | 20'11" | 25'8" | 31'4" | 65801 |
| 2108 | 20'11" | 29'4" | 35'0" | 75201 |
| 2401 | 23'10" | 3'8" | 10'2" | 12278 |
| 2402 | 23'10" | 7'4" | 13'10" | 24555 |
| 2403 | 23'10" | 11'0" | 17'6" | 36833 |
| 2404 | 23'10" | 14'8" | 21'2" | 49111 |
| 2405 | 23'10" | 18'4" | 24'10" | 61388 |
| 2406 | 23'10" | 22'0" | 28'6" | 73666 |
| 2407 | 23'10" | 25'8" | 32'2" | 85944 |
| 2408 | 23'10" | 29'4" | 35'10" | 98221 |
| 2701 | 26'10" | 3'8" | 11'1" | 15539 |
| 2702 | 26'10" | 7'4" | 14'9" | 31078 |
| 2703 | 26'10" | 11'0" | 18'5" | 46617 |
| 2704 | 26'10" | 14'8" | 22'1" | 62156 |
| 2705 | 26'10" | 18'4" | 25'9" | 77695 |
| 2706 | 26'10" | 22'0" | 29'5" | 93234 |
| 2707 | 26'10" | 25'8" | 33'1" | 108772 |
| 2708 | 26'10" | 29'4" | 36'9" | 124311 |

| Model # | Tank Dia. (ft.) | Eave Height | Overall with Roof | Capacity US Gallons |
|---------|-----------------|-------------|-------------------|---------------------|
| 2709 | 26'10" | 33'0" | 40'5" | 139850 |
| 3001 | 29'10" | 3'8" | 11'11" | 19184 |
| 3002 | 29'10" | 7'4" | 15'7" | 38368 |
| 3003 | 29'10" | 11'0" | 19'3" | 57552 |
| 3004 | 29'10" | 14'8" | 22'11" | 76735 |
| 3005 | 29'10" | 18'4" | 26'7" | 95919 |
| 3006 | 29'10" | 22'0" | 30'3" | 115103 |
| 3007 | 29'10" | 25'8" | 33'11" | 134287 |
| 3008 | 29'10" | 29'4" | 37'7" | 153471 |
| 3009 | 29'10" | 33'0" | 41'3" | 172655 |
| 3301 | 32'10" | 3'8" | 12'4" | 23212 |
| 3302 | 32'10" | 7'4" | 16'0" | 46425 |
| 3303 | 32'10" | 11'0" | 19'8" | 69637 |
| 3304 | 32'10" | 14'8" | 23'4" | 92850 |
| 3305 | 32'10" | 18'4" | 27'0" | 116062 |
| 3306 | 32'10" | 22'0" | 30'8" | 139275 |
| 3307 | 32'10" | 25'8" | 34'4" | 162487 |
| 3308 | 32'10" | 29'4" | 38'0" | 185700 |
| 3309 | 32'10" | 33'0" | 41'8" | 208912 |
| 3601 | 35'10" | 3'8" | 13'2" | 27625 |
| 3602 | 35'10" | 7'4" | 16'10" | 55249 |
| 3603 | 35'10" | 11'0" | 20'6" | 82874 |
| 3604 | 35'10" | 14'8" | 24'2" | 110499 |
| 3605 | 35'10" | 18'4" | 27'10" | 138124 |
| 3606 | 35'10" | 22'0" | 31'6" | 165748 |
| 3607 | 35'10" | 25'8" | 35'2" | 193373 |
| 3608 | 35'10" | 29'4" | 38'10" | 220998 |
| 3609 | 35'10" | 33'0" | 42'6" | 248623 |
| 3901 | 38'10" | 3'8" | 14'1" | 32421 |
| 3902 | 38'10" | 7'4" | 17'9" | 64841 |
| 3903 | 38'10" | 11'0" | 21'5" | 97262 |
| 3904 | 38'10" | 14'8" | 25'1" | 129683 |
| 3905 | 38'10" | 18'4" | 28'9" | 162104 |
| 3906 | 38'10" | 22'0" | 32'5" | 194524 |
| 3907 | 38'10" | 25'8" | 36'1" | 226945 |
| 3908 | 38'10" | 29'4" | 39'9" | 259366 |
| 3909 | 38'10" | 33'0" | 43'5" | 291786 |
| 4201 | 41'9" | 3'8" | 14'11" | 37600 |
| 4202 | 41'9" | 7'4" | 18'7" | 75201 |
| 4203 | 41'9" | 11'0" | 22'3" | 112801 |
| 4204 | 41'9" | 14'8" | 25'11" | 150401 |
| 4205 | 41'9" | 18'4" | 29'7" | 188002 |
| 4206 | 41'9" | 22'0" | 33'3" | 225602 |
| 4207 | 41'9" | 25'8" | 36'11" | 263202 |
| 4208 | 41'9" | 29'4" | 40'7" | 300803 |
| 4209 | 41'9" | 33'0" | 44'3" | 338403 |
| 4801 | 47'9" | 3'8" | 16'8" | 49111 |
| 4802 | 47'9" | 7'4" | 20'4" | 98221 |
| 4803 | 47'9" | 11'0" | 24'0" | 147332 |
| 4804 | 47'9" | 14'8" | 27'8" | 196443 |
| 4805 | 47'9" | 18'4" | 31'4" | 245553 |
| 4806 | 47'9" | 22'0" | 35'0" | 294664 |
| 4807 | 47'9" | 25'8" | 38'8" | 343775 |
| 4808 | 47'9" | 29'4" | 42'4" | 392885 |
| 4809 | 47'9" | 33'0" | 46'0" | 441996 |

CANNABIS LAB START-UP GUIDE

Everything You Need to
Grow Your New Testing Lab





The cannabis industry is growing exponentially and the use of marijuana for medical purposes is being adopted across the nation. With this boom in cannabis consumers, there has been an increasing need for knowledge about the product.

The role of testing labs has become crucial to the process, which makes owning and operating a lab more and more lucrative. Scientists testing for potency, heavy metals, pesticides, etc. are able to make meaningful contributions to the medical industry by making sure products are safe, while simultaneously generating large profits and a significant return on investment.

This start-up guide is designed to inform and guide decisions regarding how to best furnish a laboratory with the sole purpose of testing any medical cannabis product or marijuana-infused product. Tests include – potency, heavy metals, pesticides, bacterial, fungi, mycotoxins, residual solvents, and moisture content – with recommended equipment, preparation, estimated cost, revenue and ROI. Note the instrument prices are shown as list price, not selling price. The ROI calculations are intended for general reference only; Shimadzu does not guarantee testing volumes nor prices. The ROI calculation doesn't include the salary of the worker. Also, before each ROI calculation, the more expensive consumables are described but are not included in the ROI calculation. This is not a comprehensive list of consumables, but a high level look at weekly consumed items. There are considerable lab start-up costs outside of instrumentation, around \$25,000 to \$35,000. If there is interest in start-up costs, request Shimadzu's "Start-Up Supplies.xls" document.

This guide will take into account most state regulations. Cannabis analytical testing requirements may vary by state, so be sure to check out your state regulations [here](#).

CANNABIS ANALYSIS AND TESTING

Potency Testing

Heavy Metals Testing

Pesticide Testing

Residual Solvents Testing

**Microbial, Fungus,
& Mycotoxin Testing**

Moisture Content Testing

Terpene Profile Testing

POTENCY TESTING

The most important component of cannabis testing is the analysis of cannabinoid profiles, also known as potency.

Cannabis plants naturally produce cannabinoids that determine the overall effect and strength of the strain. There are many different cannabinoids that all have distinct medicinal effects. However, most states only require testing and reporting for the dry weight percentages of tetrahydrocannabinol (THC) and cannabidiol (CBD).

EQUIPMENT

For potency testing, traditional high performance liquid chromatography (HPLC) is recommended and has become the gold standard for analyzing cannabinoid profiles.



RECOMMENDED INSTRUMENT

For this testing, Shimadzu offers the Cannabis Analyzer for Potency. This is the only instrument in the market designed specifically for cannabis potency profiling. This turnkey HPLC analyzer delivers a comprehensive package that integrates instrument hardware, software, consumables, and proven HPLC methods to meet your analytical needs.



Most states only require testing and reporting for THC and CBD.

SAMPLE PREPARATION

Weigh 200 mg of flowers or cuttings into a 50 mL centrifuge tube. Add two 9.5 mm steel balls into the tube. Shake at 1000 rpm for 1 minute with the SPEX 2010 Geno/Grinder®. Add 20 mL of methanol to the tube. Shake at 1000 rpm for 1 minute.

Wait for 15 minutes. Mix using a vortex mixer for 1 minute. Transfer 1 mL of the mixture into a 1.5 mL micro-tube and centrifuge at 3000 rpm for 5 minutes.

Transfer 100 μ L of supernatant to a new 1.5 mL micro-tube. Add 900 μ L of methanol. Filter the mixture through a 0.45 μ m syringe filter and transfer to a 1.5 mL sample vial.

COST, REVENUE AND ROI BREAKDOWN

Cannabis Analyzer for Potency:

Instrument Cost: \$55,000 List Price

Estimated Weekly Operating Cost (1 Week):

- Flow rate: 1.5 mL/min
- Solvent A*: 0.1% Formic Acid in Water
- Solvent B*: 0.1% Formic Acid in Acetonitrile
- Water, HPLC Grade, JT Baker, six 1L bottles: \$36.80
- Acetonitrile, JT Baker, six 1L bottles: \$136.52

**It is highly recommended to use only HPLC or UHPLC grade solvents.*

All calculations are assuming operation of 8 hours a day and 5 days a week. These calculations also assume there are enough samples to keep the analyzer constantly running. If you run at 1.5 mL/min of water and acetonitrile 50:50 mix, operating for one week, you will go through 45 mL/hour of water and 45 mL/hour of acetonitrile. This yields 1800 mL/week of both acetonitrile and water. You will expect to go through two 1L bottles of each. At the case price, this means you will spend \$12.27/week on water and \$45.51/week on acetonitrile for a total operation cost/week of \$57.78.

Calibration standards are run periodically, but every organization has different Standard Operation Procedures (SOPs) of how frequently they are

rerun and thus a total cost can't be listed. However, to provide a concept of costs, the 10 mix cannabinoid standard (P/N 220-91239-20) sells for \$750, while the 11 mix cannabinoid standard (P/N 220-91239-21) costs \$850.

Below are the costs of two methods developed by Shimadzu with the High Throughput Method for analysis of 10 cannabinoids and the High Sensitivity Method for analysis of 11 cannabinoids. Also, periodic replacement of the Consumable Guard Column (3/pk @ \$750) and Analytical Column (\$750) are required.

Return on Investment (ROI) Calculation for Potency

| 8 Hour Day/5 Days a Week | High Throughput | High Sensitivity |
|--------------------------|---|---|
| # Cannabinoids Measured | 10 | 11 |
| Cannabinoids | THC, d8-THC, THCA, CBD, CBDA, CBDV, CBN, CBG, CBGA, CBC | THCV, THC, d8-THC, THCA, CBD, CBDA, CBDV, CBN, CBG, CBGA, CBC |
| Expected Revenue/Sample | \$50 | \$50 |
| Total Run Time (minutes) | 8 | 10 |
| Samples/Day | 60 | 48 |
| Samples/Week | 300 | 240 |
| Expected Revenue/Week | \$15,000 | \$12,000 |
| Instrument Cost | \$55,000 | \$55,000 |
| Break Even (weeks) | 3.7 | 4.6 |



HEAVY METALS TESTING

Different types of metals can be found in soils and fertilizers and as cannabis plants grow, they tend to draw in these metals from the soil.

Heavy metals are a group of metals considered to be toxic, and the most common include lead, cadmium, arsenic and mercury. Most labs are required to test and confirm that samples are under the allowable toxic concentration limits for these four hazardous metals.

EQUIPMENT

Heavy metal testing is performed by inductively coupled plasma mass spectrometry, or ICP-MS. ICP-MS uses the different masses of each element to determine which elements are present within a sample and at what concentrations.



RECOMMENDED INSTRUMENT

For this testing, Shimadzu recommends the ICPMS-2030. Included in the ICPMS-2030 software are two assistant functions that simplify analysis. The Development Assistant simplifies the process of developing analytical methods, whereas the Diagnosis Assistant automatically diagnoses spectral interference. Together, they provide analytical results with exceptionally high reliability and unparalleled ease of operation. In addition to the user-friendly software, a unique hardware system developed by Shimadzu, including the proprietary mini-torch, results in a reduction of the consumption of argon gas and electricity. Furthermore, the plasma ignition sequence is optimized for lower-purity Argon gas (i.e., 99.9% Argon as opposed to more expensive 99.9999% used by other manufacturers). Combined, this results in the industry's lowest running costs among ICP-MS instruments.

SAMPLE PREPARATION

Similar to HPLC prep, you will need a liquid sample to introduce to the ICP-MS. This is commonly accomplished by using a microwave digestion process. The samples are first weighed and then placed in a vessel that contains a small amount of acid (usually HNO₃ or nitric acid, though hydrochloric acid is also acceptable). This dissolution process on its own could take hours, so the incorporation of the microwave digester speeds up the process dramatically.

Once digestion is complete, the sample is rinsed out of the digestion container and placed in a sample vial. It is then inserted into the autosampler of the ICP-MS and the analysis begins.



COST, REVENUE AND ROI BREAKDOWN

ICP-MS:

Instrument Cost: \$125,000 List Price

Estimated Weekly Operating Cost (1 Week):

- 1 Dewar of Argon Gas (Pure): \$1,250
You will typically run about 10 Liters/min of argon through the system when it is in use. A 230 liter of liquid argon Dewar yields 180,492 liters of gaseous argon. Thus, the Dewar will run an ICP-MS for 18,049 minutes or about 300 hours or 7.5 weeks.
- Price of gas per week: \$167.50
Also ask about Shimadzu's "ICPMS-2030 Cost of Ownership" document where cost per sample over a one year period is approximately \$1/sample.

All calculations are assuming operation of 8 hours a day and 5 days a week. These calculations also assume there are enough samples to keep the analyzer constantly running.

Return on Investment (ROI) Calculation for Heavy Metals by ICP-MS

| 8 Hour Day/5 Days a Week | ROI |
|--------------------------|-----------|
| Expected Revenue/Sample | \$50 |
| Total Run Time (minutes) | 5 |
| Samples/Day | 96 |
| Samples/Week | 480 |
| Expected Revenue/Week | \$24,000 |
| Instrument Cost | \$125,000 |
| Break Even (weeks) | 5.2 |



PESTICIDE TESTING

The detection of pesticides in cannabis has been a challenge.

There are many pesticides that are used in commercial cannabis grow operations to kill the pests that thrive on the plants and in greenhouses. These chemicals are toxic to humans, so confirming their absence from cannabis products is crucial. A majority of states require labs to test for an average of 18 different pesticides.

EQUIPMENT

Testing for pesticides is one of the more problematic analyses, resulting in the need for two different instruments. For a majority of pesticides, liquid chromatography mass spectrometry (LCMS) is acceptable and operates much like HPLC, but utilizes a different detector and sample preparation.

Pesticides that do not ionize well in an LCMS source require the use of a gas chromatography mass spectrometry (GCMS) instrument. The principles of HPLC still apply – you inject a sample, separate it on a column, and detect with some detector. However, in this case, a gas (typically helium) is used to carry the sample.

RECOMMENDED INSTRUMENTS

Shimadzu recommends the LCMS-8050 which is a LC-MS/MS system or HPLC system with a triple quadrupole mass spectrometer. The ultra-low detection limits, high sensitivity and excellent throughput provided by the Shimadzu LCMS make this technique ideal for analysis of a majority of pesticides used in the cannabis industry. The Shimadzu LCMS-8050 can analyze 211 pesticides in 12 minutes.



LCMS-8050

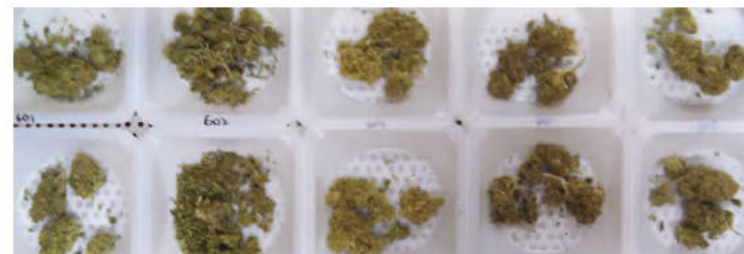
GCMS-TQ8050

For GCMS analysis, Shimadzu HS-20 Headspace Autosampler. This instrument is designed with enhanced instrument functionality, analysis software, databases, and a sample introduction system. It utilizes a triple quadrupole mass spectrometer to help maximize the capabilities of your laboratory. The HS-20 Headspace Autosampler will also be used for residual solvent testing (see next section).

SAMPLE PREPARATION

A homogenized dried cannabis flower (1 g) was extracted with 10 mL acetonitrile with vortexing and sonication. After centrifugation to remove solid material, the supernatant was treated with either the 'universal' dSPE or the 'verde' dSPE as described below.

For LCMS analysis, a 'universal' dSPE (50-50-7.5 mixture of PSA-C18-GCB, Restek) was used to treat a 6 mL sample aliquot. For GCMS, a 3 mL aliquot was treated with Supel™ QuE Verde dSPE (Supelco). A separate dSPE treatment was used as neither type of cleanup was suitable for use with both analysis techniques.



Typical dried flower samples



COST, REVENUE AND ROI BREAKDOWN

LCMS-8050:

Instrument Cost: ~\$350,000 List Price

Estimated Weekly Operating Cost (1 Week):

- Chemical:
 - Extraction (Restek no. 26237): \$177.94/50 pack x 4 per week = \$711.75
 - Cleanup dSPE (Restek no. 26243): \$154.37/100 pack x 2 per week = \$308.74
 - Restek products can be purchased through Shimadzu.

- Gas:
 - Dewar of Liquid Nitrogen (160 L): \$92.50 x 2 per week = \$185.00
 - (Purchasing a nitrogen generator would bring down cost)

- Flow rate: 0.5 mL/min
- Solvent A*: 5 mM NH₄OAC & 0.1% Formic Acid in Water
- Solvent B*: Methanol
- Water, LCMS Grade, Honeywell B+J, four 4L bottles: \$300
- Methanol, LCMS Grade, Honeywell B+J, four 4L bottles: \$400

**It is highly recommended to use only UHPLC or LCMS grade solvents.*

Also, a periodic replacement of the Consumable Guard Column (3/pk @ \$750) and Analytical Column (\$750) are required.

All calculations are assuming operation of 8 hours a day and 5 days a week. These calculations also assume there are enough samples to keep the analyzer constantly running. If you run at 0.5 mL/min of water and methanol 50:50 mix, operating for one week, you will go through 15 mL/hour of water and 15 mL/hour of methanol. This yields 600 mL/week of both methanol and water. You will expect to go through less than 1L bottle of each. At the case price, this means you will spend \$75/week on water and \$67/week on acetonitrile. Your total operating cost/week for solvents will be \$142, and your total operating cost/week for pesticide analysis will be \$1,348.

Return on Investment (ROI) Calculation for Pesticides by LCMS

| 8 Hour Day/5 Days a Week | ROI |
|--------------------------|-----------|
| Expected Revenue/Sample | \$50 |
| Total Run Time (minutes) | 12 |
| Samples/Day | 40 |
| Samples/Week | 200 |
| Expected Revenue/Week | \$10,000 |
| Instrument Cost | \$350,000 |
| Break Even (weeks) | 35.0 |

NOTE: This same LCMS can be used for the mycotoxins/aflatoxin analysis discussed later.

COST, REVENUE AND ROI BREAKDOWN (CONT.)

GCMS-TQ8050 with HS-20 Headspace Autosampler:

Instrument Cost: \$159,000 List Price

Estimated Weekly Operating Cost (1 Week):

- One Helium Research Grade Gas Cylinder, 6.0, SIZE 300: \$522.40
Flow rate 30 mL/min of Helium with 300 L cylinder would last 10,000 minutes or 4 weeks.
- Price of gas per week: \$130.60

Return on Investment (ROI) Calculation for Pesticides by GCMS

| 8 Hour Day/5 Days a Week | ROI |
|--------------------------|-----------|
| Expected Revenue/Sample | \$50 |
| Total Run Time (minutes) | 20 |
| Samples/Day | 24 |
| Samples/Week | 120 |
| Expected Revenue/Week | \$6,000 |
| Instrument Cost | \$159,000 |
| Break Even (weeks) | 26.5 |

NOTE: This same GCMS with headspace sampler can be used for the residual solvents and terpenes analysis discussed later.





RESIDUAL SOLVENTS TESTING

Residual solvents are chemicals left over from the process of extracting cannabinoids from the cannabis plant. Common solvents for such extractions include ethanol, butane, propane and hexane.

These solvents are evaporated to prepare high concentration oils and waxes. However, it is sometimes necessary to use large quantities of solvent in order to increase extraction efficiency and to achieve higher levels of purity. Since these solvents are not safe for human consumption, most states require labs to verify that all traces of the substances have been removed.

EQUIPMENT

Testing for residual solvents requires gas chromatography (GC). For this process, a small amount of extract is put into a vial and heated to mimic the natural evaporation process. The amount of solvent that is evaporated from the sample and into the air is referred to as the "headspace." You then extract the headspace with a syringe and place the gas in the injection port of the GC. This technique is called full-evaporated technique, or FET, and utilizes the headspace autosampler for the GC.

RECOMMENDED INSTRUMENT

Shimadzu recommends a GCMS-TQ8050 with an HS-20 Headspace Autosampler.

NOTE: This same GCMS with headspace sampler can be used for pesticides and terpenes analysis.



SAMPLE PREPARATION

This is the easiest preparation in this guide. Simply take an aliquot of oil/resin and put it in a headspace vial. Take the sample, heat it up and inject it into the headspace autosampler.

COST, REVENUE AND ROI BREAKDOWN

See Pesticide Cost, Revenue and ROI Breakdown for GCMS-TQ8050 with Headspace Autosampler (page 16).





MICROBIAL, FUNGUS, & MYCOTOXIN TESTING



Most states mandate that cannabis testing labs analyze samples for any fungal or microbial growth...

resulting from production or handling, as well as mycotoxins, which is a class of toxins produced by fungi. With the potential to become lethal, continuous exposure to mycotoxins can lead to a buildup of progressively worse allergic reactions.

EQUIPMENT

LCMS should be used to qualify and identify strains of mycotoxins. However, determining the amount of microorganisms present is another challenge. For that, Quantitative Polymerase Chain Reaction, or qPCR, should be used. This is a technique that is strongly recommended for labs to research and get to know.

RECOMMENDED INSTRUMENT

For mycotoxins analysis, Shimadzu recommends LCMS-8050. The equipment's high sensitivity makes it the ideal instrument for screening for mycotoxins. In addition to standard LC, using an MS selective detector enables labs to obtain limits of detection up to 1000 times greater than conventional LC-UV instruments.

For microbial and fungus testing, Shimadzu recommends the PathogenDx Multiplexed Microarray technology, which analyzes all of the pathogens in the same reaction.

SAMPLE PREPARATION

The process is simple and easy, with no enrichment needed. Samples are prepped, into a two-step centrifugation process where a pellet containing the microbes is then lysed, taking it straight into DNA amplification and labeled with a fluorophore. The sample is hybridized on the microarray and finally imaged. Reports are delivered in less than 6 hours from sample to result. PathogenDx technology is the leading solution in DNA microbial testing, with a better, faster and more cost-effective solution for the Cannabis and Hemp sector.

LC-MS/MS sample prep of mycotoxins is usually done in 3 steps with an affinity column. First, a solution of the sample mixture is poured into the affinity column. The unwanted material drains through the column to waste. The mycotoxins and aflatoxins are retained on the column. Second, to ensure the unwanted material is removed from the sample, a wash stage with a solvent removes more of the unwanted material while retaining the mycotoxins/aflatoxins. Third, a different solvent is used to wash off the mycotoxins/aflatoxins, and the solution is collected for LC-MS/MS analysis.

COST, REVENUE AND ROI BREAKDOWN

See Pesticide Cost, Revenue and ROI Breakdown for LCMS-8050 (pages 15-16). The affinity column costs approximately \$5 per sample.



MOISTURE CONTENT TESTING

Moisture content is not a required test by most states. However, moisture can be extremely detrimental to the quality of stored cannabis products.

Dried cannabis typically has a moisture content of 10-12%. A moisture content above 12% in dried cannabis is prone to fungal growth (mold). As medical users may be immune deficient and are highly vulnerable to the effects of mold, constant monitoring of moisture is needed.

EQUIPMENT:

The best way to analyze the moisture content of any product is the thermogravimetric method. This process involves placing the sample of cannabis into the sample chamber and taking an initial reading. Then, the moisture balance will heat up until all the moisture has been evaporated out of the sample. A final reading is then taken to determine the percent weight of moisture that was contained in the original sample.

RECOMMENDED INSTRUMENT

For moisture content analysis, Shimadzu recommends the MOC63u balance.

The MOC63u is applicable to a variety of cannabis products and its long-life and high-power halogen heater provides quick and accurate measurement.



SAMPLE PREPARATION

There is no prep; simply place the sample in the balance.

COST, REVENUE AND ROI BREAKDOWN

MOC63u Moisture Balance:

Instrument Cost: \$2,100 List Price

Estimated Weekly Operating Cost (1 Week): None

Return on Investment (ROI) Calculation for Moisture Balance

| 8 Hour Day/5 Days a Week | ROI |
|--------------------------|---------|
| Expected Revenue/Sample | \$5 |
| Total Run Time (minutes) | 10 |
| Samples/Day | 48 |
| Samples/Week | 240 |
| Expected Revenue/Week | \$1,200 |
| Instrument Cost | \$2,100 |
| Break Even (weeks) | 1.8 |



TERPENE PROFILE TESTING

Terpenes are produced in the trichomes of the cannabis leaves, where THC is created, and are common constituents of the plant's distinctive flavor and aroma.

Terpenes also act as essential, medicinal hydrocarbon building blocks, influencing the overall homeopathic and therapeutic effect of the product. The characterization of terpenes and their synergistic effect with cannabinoids are key for identifying the correct cannabis treatment plan for patients with pain, anxiety, epilepsy, depression, cancer and other illnesses. This test is not required by most states, but it is recommended.

EQUIPMENT

The instrumentation that is used for analyzing terpene profiles is a GCMS with headspace autosampler with appropriate spectral library – which has already been discussed for residual solvents testing. Since residual solvents testing is a required analysis by most states, all of the instrumentation required for terpene profiling will already be in your lab.

RECOMMENDED INSTRUMENT

Shimadzu recommends the GCMS-TQ8050 with headspace sampler. Refer to the section on Residual Solvents Testing (pages 18-19) for preparation and pesticides for ROI (page 16).



Shimadzu does not support or promote the use of its products or services in connection with illegal use, cultivation or trade of cannabis products. Shimadzu products are intended to be used for research purposes only or state-approved medical research. Shimadzu Scientific Instruments is not condoning the use of recreational nor medical marijuana. We are merely providing a market summary of the cannabis testing industry.

Shimadzu cannot guarantee cannabis testing volumes, and our Return on Investment (ROI) calculation tables are intended as estimates only. Testing regulations and requirements vary by state, so please check with your state for current cannabis testing regulations and requirements.

To learn more about QC testing
for cannabis labs, visit
www.GrowYourLab.com



7102 Riverwood Drive, Columbia, MD 21046, USA
Phone: 800.477.1227 / 410.381.1227
www.ssi.shimadzu.com

Exhibit 15 – Receiving and Shipping Plan

Verification

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

William D. McNeal
Printed Name of Verifying Individual

CEO/owner
Title of Verifying Individual


Signature of Verifying Individual

12/29/22
Verification Date

Introduction

Our medical cannabis establishment is committed to receiving and shipping plans and procedures that maintain patient and product safety, efficient operations, and compliance with all relevant requirements and guidance from the Alabama Medical Cannabis Commission (“AMCC”). Our cultivation facility will be in Greenville, Alabama. Proper receiving and shipping of medical cannabis is paramount to the effectiveness of the medical cannabis program and the safety of our Alabama patients. We have crafted this plan to properly track all medical cannabis being received and shipped by our facility. Ala. Admin. Code r. 80-14-1-.17.01. Partnerships that we develop with Secure Transporters, other licensees, and State Testing Laboratories will conform to this secure and compliant plan.

Shipping and Receiving Team

As part of our vision to supply Alabama patients with safe medical cannabis, we have assembled a security and shipping team of industry experts. They will guide our receiving, shipping, and security operations, and develop standard operating procedures (“SOPs”) which keep our employees, products, and patients safe.

Our General Manager (“GM”) Greta Whiddon will oversee our inventory procedures and quality control for shipped and received products. Our GM will report to the Director of Cultivation, Nathaniel Johnson. Our Director of Cultivation (“DOC”) will conduct internal inventory audits to confirm the safety and security of our products. Our DOC has extensive experience with Metrc and cannabis regulatory compliance. Nathaniel has been a Director and Manager of Cultivation in the regulated cannabis industry for a decade. He has developed SOPs for indoor and outdoor cultivation; hired, trained, and supervised cultivation and operational staff; and maintained cultivation equipment.

The Director of Security (“DOS”) will oversee coordination of our transportation operations with our Secure Transporter partners. Our DOS William Ingram was the Chief of Police in Greenville for 32 years, after serving as the Public Safety Director of Daleville and Captain of the Ozark, Alabama Police Department. William founded and owns Ingram Risk Consultants, providing licensed armed and unarmed security guards to clients throughout Alabama. Our DOS will utilize his connections with local law enforcement to protect the community while our product is in transit. We will only work with licensed Secure

Transporters in the state of Alabama. We will verify that all vehicles and drivers maintain compliance with all applicable laws.

Our Chief Compliance Officer (“CCO”) will train staff on regulatory compliance and will create checklists for adherence to proper shipping and receiving procedures and regulations. Our CCO has intensive experience with Alabama’s Worker Compensation policies and has acquired additional compliance focused licenses including a Liquor License for his business, a Federal Firearms License, and his Pilot's License. As the owner of a large company based in Asheville, Alabama, he prepares project plans and specifications, employs over 300 people, monitors strategic and operational progress, and analyzes financial statements and trends.

15.1 – Security of Shipped Cannabis

All individual batches of cannabis shipped by our facility will undergo inspection to confirm they are appropriately identified before leaving our facility. This inspection will include confirmation that products have been QR coded or otherwise digitally coded to identify, at a minimum, our cultivator facility, plant tag or harvest batch number, date of harvest, expiration date (or a notation that the expiration date does not apply), and the date of State Laboratory testing approval. We will further confirm that all products are secure in their containers at the time of shipment.

Individual batches of medical cannabis products shipped from our cultivator facility will always be appropriately packaged, labeled, and inserted in secure containers, prior to transport. Medical cannabis, related products, and packaging thereof, will not be visible or recognizable outside the secure transport vehicle. Ala. Admin Code. r. 538-x-7-.03.02.e.vi.

Shipping Area

Deliveries of cannabis will only be shipped from the specified shipping entrance of our facility, accessible only with an authorized keycard. We will employ a security guard via our contract with Ingram Security Consultants, LLC, to patrol the interior of the building during business hours, and when we are preparing a shipment, they will supervise this process. Our building will feature continuous video surveillance monitoring of the shipping area, the

exterior of our facility near the area, and the entrance to the product vault. All areas will be appropriately lit to aid video surveillance.

Chain of Custody

Acceptable transfer of responsibility requires that both the secure transport staff and our inventory staff come to a full agreement that all products declared to be present, are in fact present. The accurate execution of this step is critical to secure a compliant shipment and delivery. Both parties will perform a detailed inventory check. First, our IM will present the shipping containers to the secure transport staff. Next, the secure transport staff will compare the QR codes affixed to the shipping container against the serialized numbers printed on the manifest. Once correlation is confirmed, secure transport staff will review the manifest to confirm that all the driver's information has been correctly recorded. When each staff member has full confidence that each manifested item is in fact present, and that all information is accurately displayed on the manifest, they will sign their name on the manifest. Once all related staff have verified with their signature, full responsibility of the product is transferred to the secure transporter.

Once custody is assumed by secure transport staff, they will load the shipping containers into the cargo area of the Secure Transportation vehicle. All loading and unloading activities will occur at our licensed premises under constant video surveillance, located in our fenced-in vehicle area with security lighting and cameras. Transportation staff will only load and unload shipments within view of surveillance cameras. Video surveillance will create an evidentiary record of all loading and unloading. Transporting agents will not open any shipping containers for any reason. Once shipping containers have been packed and sealed for transport, only our own managerial staff, the licensed business establishment accepting the delivery, or law enforcement officials will be allowed to open the container.

Secure Packaging

We will securely package all medical cannabis or cannabis product that leaves our facility to prevent tampering. All shipments will be placed inside a designated and secure container within the secure transport vehicle. Each container will be tamper-evident with a digital code

on the exterior associated with the product inside. Our employees will refuse to release shipments that have not been properly or securely packaged and labeled.

15.2 – Records of Shipped Products

All information from the QR code related to outgoing medical cannabis, as well as the date and time of shipment, will be recorded into the statewide seed-to-sale tracking system. The statewide seed-to-sale tracking system will serve as our master log for all cannabis inventory. We will also input all route plans, manifests, transport logs, freight bills, bills of lading, any free-on-board (“FOB”) terms of sale documents, maintenance records, repair records, and insurance documentation into the seed-to-sale tracking system. All records will be kept for at least two years, and longer upon the request of the AMCC or law enforcement. Ala. Admin. Code r. 538-x-7-.03.02.e.xv. Transportation and related documents will be made available to the AMCC or its representatives during inspections and other official visits. Ala. Admin. Code r. 538-x-7-.03.02.e.xvi.

15.3 – Shipping Manifest

All outgoing medical cannabis from our cultivator facility will be accompanied by a manifest and other appropriate documentation. Information thereon will be accurate and duly executed by all appropriate parties. At a minimum, manifests used for secure transport will include: name of the driver and any other individuals onboard; name of the requesting licensee; the address of the destination facility; weight and description of each individual package in the shipment, and the total number of individual packages; handling and storage instructions; date and time the medical cannabis shipment is placed into the transport vehicle; date and time the shipment is accepted at the delivery destination; the identity of the employee with custody of the medical cannabis; and, the circumstances, duration, and disposition of any other person who had custody or control of the shipment. Ala. Admin Code. r. 538-x-7-.07.03.a-g.

Our DOC and DOS will coordinate with licensed secure transport staff to generate a shipping manifest for each delivery. The DOC will provide all necessary product details, including tag information, for the shipment. Our DOS will work with secure transport staff to configure a secure and efficient route with delivery software. We will always log product

and transport details in our inventory system. Ala. Admin Code. r. 538-x-7-.02.03.b. This will create a virtual record of each delivery prior to shipment. A digital copy of the manifest will be transmitted to the receiving licensee. No products will ever be shipped from our facility without a complete and compliant manifest.

A physical copy of the manifest will be provided to the driver of the secure transport vehicle. This paper manifest will be proof of authorization to transport medical cannabis products in Alabama. The driver will also be provided with physical and digital copies of the transportation route, which they will follow. If an alternate route is necessary in an emergency, the driver will contact the security office for advisement. All changes and reasons necessitating the change will be documented. Ala. Admin Code. r. 538-x-7-.03.02.e.xiii.

Transportation Procedures

We will work with a licensed Secure Transporter to transport medical cannabis in a safe, efficient, and professional manner between licensed facilities within the state of Alabama. Ala. Admin Code. r. 538-x-7-.02.03.a. When finished products are ordered for outbound delivery, our DOC will assume responsibility for the movement of finished products from the storage vault to the shipping area via in/out cages. These cages are wheeled, lockable, metal repositories that can securely move large volumes of product between the storage vault and the loading area.

All cannabis and related products will be sealed and inaccessible to transport personnel during transit. Our chosen Secure Transporter will always maintain medical cannabis and related products in a moisture- and temperature-controlled environment while in transit to avoid deterioration or loss of efficacy. Ala. Admin Code. r. 538-x-7-.02.03.c. Each cannabis storage unit will be equipped with a tracking device that can always be monitored remotely by our management or the AMCC during transit. Ala. Admin Code. r. 538-x-7-.03.02.e.v. For additional security, we will confirm each secure transport vehicle be equipped with GPS tracking, which is continuously transmitted to the DOS and the AMCC during transit. Ala. Admin Code. r. 538-x-7-.03.02.e.xiv. If an emergency requires stopping the vehicle, secure transport employees will notify our security center and the Alabama law enforcement agency. They will immediately communicate the nature of the emergency and complete an incident report form provided by the AMCC upon their return to our facility. Ala. Admin Code.

r. 538-x-7-.03.02.e.viii. We will report any abnormal activity along the route and create a clear documentation trail of our products for law enforcement agencies.

We will confirm Secure Transporters always have at least two personnel in a vehicle if there is medical cannabis or related products within being transported to multiple destination or more than ten miles. These two personnel will include the driver and one other authorized individual. If the only destination is a state testing laboratory, we may coordinate with the Secure Transporter to allow a solo designated driver, though the vehicle will never be unattended nor out of their control. Ala. Admin Code. r. 538-x-7-.03.02.e.xii; Ala. Admin Code. r. 538-x-7-.03.02.e.ix. Vehicles will be inspected at the end of each delivery and at the end of each completed route to warrant no product has been mismanaged.

Each Secure Transporter employee in a secure transport vehicle will always have communication access to our security center and 911 emergency services. Drivers will have ready access to duress, panic, or hold-up alarms that may be activated in the event of an attempted diversion. Ala. Admin Code. r. 538-x-7-.03.02.e.vii. Our partner drivers will also be trained in secure procedures for law enforcement inspections. Ala. Code § 20-2A-65(c). All secure transport employees will carry identification, which upon request must be presented to law enforcement or AMCC officials. Ala. Admin Code. r. 538-x-7-.03.02.e.x.

Delivery Procedures

Upon arriving at the delivery location, secure transport staff will communicate with the receiving facility employees. A security guard and authorized secure transporter employee will assist in safely and securely unloading cannabis containers from the cargo area of the transportation vehicle. The driver will always remain with the vehicle and any products within. The secure transport staff will record their arrival time on the transportation manifest. After the receiving agent confirms that the transported products are identical to the items stated on the manifest, the receiving agent will sign both manifests and assume custody of the product. Completed manifests will contain signatures of the secure transportation employee and the signature of the receiving agent who assumed custody of the product. One copy of the signed manifest will remain with the receiving location agent. Another copy will be kept by the Secure Transporter.

Once the manifests are complete, Secure Transporter staff will again review the delivery details. In this final review, they will make sure all packages that were previously confirmed as delivered, have indeed been delivered. Once this confirmation has been made, they will then change the shipment status to “delivered” within the statewide seed-to-sale inventory tracking system. This will create a virtual record, which will be kept permanently by the Secure Transporter, along with the manifest, as proof of delivery. Our DOC will make a copy of this digital record for our inventory records.

Shipment Rejection

In the case of a business licensee rejecting a delivery originating at our facility, a rejecting licensee employee must reseal all products in a tamper proof manner. After the package has been made tamper-evident, the manifest will be documented by both parties as a rejection. A documented and signed manifest will be left with the rejecting party, and one copy will return with the product to our facility. Upon notification of a rejected shipment, our DOC will begin preparation for the rejected product. We will mandate that all product is securely transported or returned to the confines of the licensed facility from which it originated. When products are returned to us, we will launch a quality control investigation into the root cause.

15.4 – Secure Transporter’s Manifest

All cannabis received and shipped by our facility will be accompanied by the Secure Transporter manifest, and other appropriate documentation. When receiving products, a management team member will open the receiving door of the facility and inspect the manifest for accuracy. All manifest information will be accurate and duly executed by all appropriate parties.

A manifest is created once we receive a request for an order from another licensee. The ordering licensee will securely transmit the shipping manifest to our facility prior to products leaving our facility. The ordering licensee will provide all secure transport details within the manifest. We will keep digital and physical copies of all manifests we receive for two years after the date of delivery. Manifests will be made immediately available to the AMCC upon request.

Rejecting Receipt

Despite all efforts, it could be the case that we must reject a delivery or have one of our shipments rejected. Our CCO will create a mandatory compliance checklist for use by staff receiving and sending shipments of cannabis inventory at our facility. If an incoming shipment in any way does not comply with shipping preparation, digital coding, tagging, packaging, labeling, recordkeeping, or other compliance items from our checklist, we will reject the shipment. If any product in the order is rejected, we will reject the entire order. Our inventory team will be fully trained on how to handle any shipment that is rejected during the shipping and receiving process.

We will immediately contact the secure transporter and receiving facility regarding the details of the rejection. An estimated return time of rejected product will be determined and communicated between all involved entities. We will place rejected products in tamper proof containers that are shut and sealed by an authorized employee. After the package has been made tamper-evident, the manifest will be documented by both parties as a rejection. A documented and signed manifest will be left with each party. The time rejected products depart our facility and return to the originating facility will be recorded in the manifest. The originating facility must accept the rejected products and will conduct their own quality control investigation.

15.5 – Records of Incoming and Outgoing Products

The statewide seed-to-sale tracking system will serve as our master log for all cannabis inventory. All information from the digital code on the incoming cannabis or plant materials, as well as the date and time of product arrival, will be logged into the statewide seed-to-sale tracking system.

When all the received products are in our secure facility, our DOC will record the manifest in the seed-to-sale tracking system. Acquired products will be recorded by scanning each QR code. Cultivation technicians or other authorized staff may support the DOC during this intake process. All intake operations will be conducted under video surveillance. Once scanned, products will be placed on a cart to transfer the entire shipment at once into the vault. All details on rejected products will also be recorded in the statewide tracking system.

All batches and containers being shipped from our Cultivator Facility will be digitally coded to identify our facility via name, license number, and address; type and quantity of product; date of processing; date of packaging; and the date of our laboratory testing approval.

Our DOC will compile the information required for the QR code using our inventory tracking system. The DOC will then generate the QR code, which will populate on the label with our label printing software. Inventory and cultivation staff will print and firmly attach compliant labels to each container.

Conclusion

Our shipment and inventory procedures are based on best practices from other high security industries, including pharmaceutical distributors and HIPAA-regulated medical practitioners. We will thoroughly train all employees on our safety and security procedures, which we developed with guidelines from the AMCC, public safety officials, law enforcement agencies, and professional security organizations familiar with the cannabis industry. Security systems in our vehicles and at our facility will deter unauthorized access and keep all cannabis inventory secure. We will report any abnormal activity along our shipment route, maintain accurate record keeping, and create a clear documentation trail for local, state, and federal law enforcement agencies. We will always transport medical cannabis in a safe, efficient, and professional manner between licensed facilities. Ala. Admin Code. r. 538-x-7-.02.03.a. Our shipping plan accounts for the safety of medical cannabis patients, staff, and products.

Any and all redactions made within this document are personal identifiers and are made solely to protect the owners and/or employees of Twisted Herb Cultivation, LLC.

I cite Alabama Code Section 36-12-40.

For home addresses and phone numbers specifically, I additionally cite "Opinion of Alabama Attorney General #96-00003".

For social security numbers specifically, I additionally cite "Alabama Code Section 41-13-6" and "Opinion of Alabama Attorney General #2010-074".

William D McNeal – CEO/Owner of Twisted Herb Cultivation, LLC.

 3/12/23

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.

William D. McNeal
Printed Name of Verifying Individual

CEO/OWNER
Title of Verifying Individual


Signature of Verifying Individual

12/26/22
Verification Date

16.1 Facility Name & Type

Facility Name: Twisted Herb Cultivation, LLC

Facility Type: Cultivation Facility

16.2 Physical Address & GPS Coordinates of Facility

Address:

8385 Mobile Rd.

Greenville, AL 36037

GPS Coordinates:

31.7377, -86.6771

16.3 Aerial photograph of the facility, including clearly identified site boundaries.

Please see the following attachment.



11 North Street
Suite 120
Columbus, GA 31901
P. (706) 571-6923
F. (706) 571-6928

NOT FOR CONSTRUCTION

TWISTED HERB CULTIVATION

TWISTED HERB CULTIVATION
8385 Mobile Road
Greenville, AL 36037

APPLICATION

NOT FOR BID

Project Number: 22-138
Date: 12/30/2022
Drawn By:
Checked By:
Revisions:

| No. | Date | Description |
|-----|------|-------------|
| | | |

Sheet Description

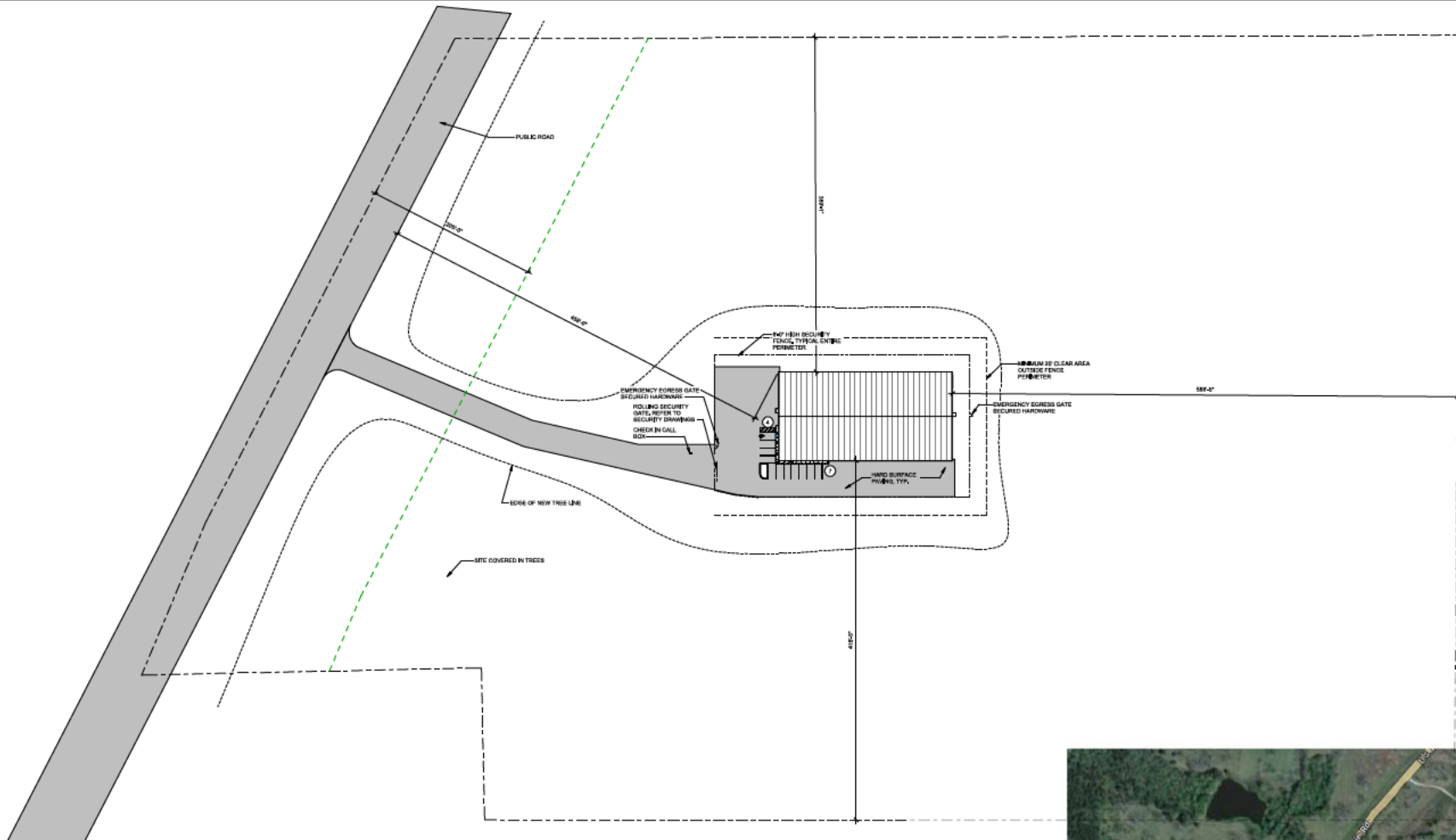
SITE PLAN & PROXIMITY MAP

Sheet Number

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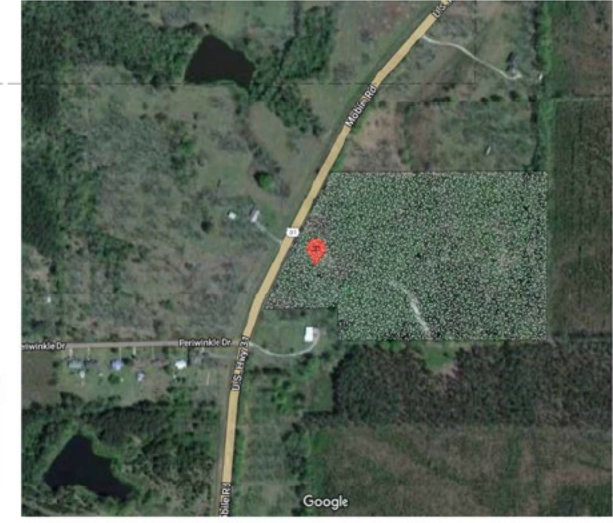
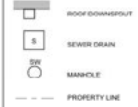
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1 SITE PLAN
1" = 50'-0"

GENERAL NOTES

- ARCHITECTURAL SITE PLAN IS A SCHEMATIC REPRESENTATION. REFER TO ALL DRAWINGS FOR RISE, SURVEY, DRAINAGE, AND LOCATIONS OF ALL UTILITIES. COORDINATE WITH CAMPUS FACILITIES PLAN.
- COORDINATE ALL NEW WORK WITH CIVIL AND LANDSCAPE PLANS, FIELD WORK, AND ALL EXISTING CONDITIONS PRIOR TO STARTING WORK.
- CONTRACTOR TO COORDINATE WITH OWNER FOR LOCATIONS OF TEMPORARY CONSTRUCTION AND STAGING.
- ALL ACTIVE EXISTING MANHOLES, DRAIN COVERS, AND ACCESS PANELS TO REMAIN UNLESS NOTED OTHERWISE.
- ALL EXTERIOR SITE LIGHTING TO REMAIN UNLESS NOTED OTHERWISE.
- ALL ROOF DOWNSPOUTS, ROOFS, AND DRAIN LINES TO REMAIN UNLESS NOTED OTHERWISE. REFER TO CIVIL AND NEW WORK DRAWINGS.



AERIAL IMAGE OF THE SITE LOCATION AT
8385 Mobile Road, Greenville, AL 36037
GPS coordinates 31.7377, -86.6771

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

Please see the following attachment, which is a land purchase agreement.

LAND PURCHASE AGREEMENT

The herein described Seller/s agree to sell and convey to the herein described Buyer/s and Buyer/s agree to purchase from Seller/s, upon the following terms and conditions, the following described real property in its AS IS condition without any warranties, expressed or implied, except as otherwise provided for herein, and subject to any and all existing covenants, restrictions, easements of record, zoning ordinances, matters of survey and/or liens or encumbrances incurred in this transaction, said property, parties and terms being described, to wit:

(a) Property (herein called the "property") 0 Mobile Rd Address Greenville (City),Alabama Butler (County)

Tax Parcel 10-13-04-20-0-000-001.005

27.67 ac +/- in SW 1/4 of NE 1/4 & SE 1/4 of NW 1/4 of S20, T9N, R14E (Legal)

(b) Buyer(s) (herein called the "Buyer" whether one or more):

Scott Seawright, RSS Properties LLC

(c) Seller(s) (herein called the "Seller" whether one or more):

Carl E. Lancaster and Teresa M. Manuzon

(d) Terms: X Cash ___ Financed ___ Other

Closing date will be at least 60 days from contract date

The parties hereto further agree as follows:

- 1. PURCHASE PRICE: \$ 112,000.00
2. EARNEST MONEY: to be applied at closing \$ 1,000.00
3. BALANCE DUE at closing \$

4. CLOSING: Closing shall be within 60 days of contract acceptance by both the Seller and the Buyer, unless such date is extended so that Buyer can complete its inspections as provided for herein. Contract acceptance shall be evidenced by the signing of this Agreement by both Seller and Buyer and the date of contract acceptance shall be the date of the last party to sign. It is further understood and agreed that Seller is to furnish to Buyer at closing a good and merchantable fee simple title to the property free from any and all encumbrances except herein mentioned.

5. CLOSING COST: Seller to provide an abstract of title or a title commitment and the Warranty Deed as provided for herein. Seller to contribute up to \$ 1,500.00 towards closing costs. Buyer shall be responsible for any other closing costs in excess of seller contribution. All taxes, dues and fees (if applicable) shall be prorated as of the date of Closing, with Buyer to pay the costs from the date of Closing. The tax proration herein called for shall be based upon the current information obtained from the Tax Assessor or Revenue Commissioner's office unless otherwise agreed to by the parties.

6. TITLE INSPECTION: Seller shall furnish to Buyer or Buyer's attorney either an abstract of title commencing from and extending to a date excepted by local practice, or a title commitment or title binder accepted by local practice, disclosing a good and merchantable fee simple title subject to taxes for the current year, easements, covenants, restrictions and matters of record which under local practice do not interfere with Buyer's use of the property, except as otherwise stated in this Agreement. If the abstract, title commitment or title binder fails to show a good and merchantable fee simple title, Seller shall have a reasonable time (not to exceed thirty days) after receipt of written notice of defects from the Buyer to cure such defects and make said title merchantable. If Seller is unable to provide a good and merchantable fee simple title within thirty days, any earnest money paid shall be refunded to Buyer or Buyer may waive such defect and elect to purchase said property with such defect. Buyer may elect to purchase Owner's Title Insurance at time of closing. At closing, Seller shall convey title by Warranty Deed or in the case of foreclosure property, Statutory Warranty Deed or Foreclosure Deed.

7. **PROPERTY INSPECTIONS:** Buyer has 5 days of contract acceptance by both the Seller and the Buyer to complete and be satisfied with any inspections and/or any investigations the Buyer deems necessary (at Buyer's expense) to make a decision to purchase the property.

8. **REAL ESTATE CONSUMER'S AGENCY AND DISCLOSURE ACT (RECAD) AGENCY DISCLOSURE:**

The listing company is First Realty of Greenville, Inc: (Two may be checked)

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

The selling company is First Realty of Greenville: (Two may be checked)

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



Seller's Initials

Buyer's Initials

9. **DISPUTE RESOLUTION.** Controversies, claims, complaints, or disputes arising if property is closed, and deed has been delivered to Buyer(s). The parties agree that the property being sold and purchased has been involved in, and necessarily involves, interstate commerce, and that any controversy, claim, complaint, or dispute arising between parties, or between the parties and the real estate licensees, the Montgomery Area Association of REALTORS®, Inc., (hereinafter referred to as "MAAR") and/or the Multiple Listing Service, Inc. of the Montgomery Area Association of REALTORS®, Inc (hereinafter referred to as "MLS"), or arising out of this Agreement, shall be resolved exclusively by binding arbitration. All parties specifically waive any rights they have to commence an action against each other or against real estate licensees, MAAR, and/or MLS other than arbitration. Any controversies, claims, complaints, or disputes arising or evolving out of or relating to this agreement or breach thereof, shall be settled under the Commercial Arbitration Rules then in force of the American Arbitration Association, unless either party hereto request that such dispute be arbitrated under the Consumer Arbitration Rules then in effect of the American Arbitration Association in which case such party must first obtain the approval of the American Arbitration Association that this provision complies with the due process protocols of the American Arbitration Association in which case such controversies, claims, complaints, or disputes shall be settled under the Consumer Arbitration Rules then in force of the American Arbitration Association, and all parties agree to be bound by the decision of this arbitration. If such consent is not obtained, then the Commercial Arbitration Rules shall apply, The decision of the Arbitrator shall be a final and binding resolution, which may be entered as a judgment by a court of competent jurisdiction; and may then be enforced by use of legal remedies.

10. **REAL ESTATE SETTLEMENT PROCEDURES ACT (RESPA)/CONTROLLED BUSINESS ARRANGEMENT DISCLOSURE:** The real estate company(s) involved in this transaction is/are full service real estate company(s). In an effort to offer complete service to the public, Sell(s) and Buyer(s) acknowledge and understand that the Broker potentially receives enumeration, referral fees and commissions from other affiliations in real estate related fields including, but not limited to home building/remodeling, home warranties, property management, relocation, consulting, and computerized loan originations. All parties to this contract are advised to seek other services or compare cost of services in these related fields and do business with whomever or wherever is most desirable.

11. **EARNEST MONEY/TRUST ACCOUNT:** The Seller and Buyer hereby authorize the listing agency to hold the earnest money in trust pending the fulfillment of this contract with the understanding that (a) it is not a party to this contract and does not assume any liability for performance or non-performance of any parties, (b) it has the right to require from all parties a written release of liability of the listing agency, (and the selling agency, if applicable) which authorizes the release of the earnest money, (c) it is not liable for interest or other charges on the funds held, and (d) in the event a dispute arises between the parties to this agreement as to which shall be entitled to said earnest money, the listing agency shall be authorized to interplead said earnest money into the proper court, and in so doing, the listing agency shall be entitled to deduct a reasonable attorney's fee so incurred for interpleading said earnest money into the proper court from the sums so interplead. The prevailing party shall be entitled to all cost of interpleading the earnest money and any attorney fees so incurred from the non-prevailing party.

12. **DISCLAIMERS BY REAL ESTATE LICENSEES:** Seller and Buyer acknowledge that they have not relied upon any advice or representations of any real estate licensees involved in this sale relative, but not limited to, (i) the legal or tax consequences of this contract and the sale, purchase, or ownership of the property, (ii) any structure located on property is sold in "as is" condition and the parties have attributed no value to such structure in the purchase price, (iii) the size, acreage or area of the property, (iv) the availability and condition of utilities, sewer service and septic system(s), (v) the character of the neighborhood, (vi) the investment or resale value of the property (vii) flood zone, (viii) school zone, (ix) any other matter affecting Seller's or Buyer's willingness to sell or purchase the property on the terms and price herein set forth. Seller and Buyer acknowledge that if such matters are of concern to them in the decision to sell or purchase the property, they have made such independent investigations of the property as they deem necessary or sought and obtained independent advice relative thereto.

13. **CRP "Crop Reserve Program" ALLOTMENTS.** Any CRP Allotments or subsidies ("Allotment") shall be prorated through the date of Closing and in the event the Allotment for the current year is paid to either party after Closing, such party shall deduct the portion of the Allotment attributable to such parties, of ownership of the property and shall remit to the other party the balance of the Allotment.

14. **ROLLBACK TAXES.** Buyer shall be responsible for any additional ad valorem taxes in the nature of rollback or recapture taxes due under Code of Alabama 1975 Section 40-7-25.3, if such taxes are levied against the Property

15. **1031 EXCHANGE.** In the event either party elects to complete all or some part of this sale as part of a Section 1031 Tax Deferred Exchange, such party as elects to complete the sale as part of an exchange shall have the right to assign all or any part of this Contract to the exchange agent and qualified intermediary. The other party hereto agrees to cooperate with the party conducting such exchange in connection with said exchange and with the exchange agent and qualified intermediary, provided, however, the other party shall not be required to incur any costs in connection with such cooperation. The party conducting such exchange shall pay all costs associated with the exchange.

16. **ORAL STATEMENTS NOT BINDING: NO ORAL STATEMENT, REPRESENTATION, PROMISE OR INDUCEMENT SHALL HAVE ANY VALIDITY NOR SHALL BE A PART OF THIS AGREEMENT.** All covenants, promises and understandings written herein survive the closing. All rights, privileges, obligations and duties hereby granted or assumed shall inure to the benefit of and shall be binding upon successors, assigns, heirs, administrators and executors of the parties hereto.

This is a binding contract. By executing this document, the undersigned acknowledge they have read and understand the same.

Witness _____

Seller _____

Witness _____

Seller _____

Witness _____

Buyer  11/18/2022
Scott Seawright

Witness _____

Buyer _____

Listing Licensee _____
Glenn Cooper

Selling Licensee  _____
Randall Petty

Date _____

Date 11/18/2022

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

Please see the following attachments.

- Letter from Butler County referencing zoning at the location to be occupied by Twisted Herb Cultivation, LLC
- Approved Medical Cannabis resolution for Butler County Alabama.

Butler County Road Department



P.O. Box 756 ♦ 108 Pettibone Rd ♦ Greenville, AL 36037
Phone 334-382-3232 ♦ Fax 334-382-8921

December 10, 2022

Attn: Michael Whiddon
Twisted Herb Cultivation
8385 Mobile Rd
Greenville, AL 36037

To Whom It May Concern:

There are no zoning restrictions nor building codes within the unincorporated area of 8385 Mobile Rd in Butler County, Alabama.

If further information is needed, please advise.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dennis McCall".

Dennis McCall
County Engineer

DM/jdc

**Sample Resolution Authorizing the Operation
of Medical Cannabis Dispensing Sites
within Unincorporated Areas of the County**

WHEREAS, during the 2021 Regular Session of the Alabama Legislature, Act 2021-450 was enacted and codified in Title 20, Chapter 2A, Code of Alabama 1975, to create within Alabama a wholly intrastate system for the cultivation, processing, and distribution of medical cannabis; and

WHEREAS, Act 2021-450 defines a "dispensary" as an entity licensed by the Alabama Medical Cannabis Commission to dispense and sell medical cannabis at dispensing sites to registered, qualified patients and registered caregivers; and

WHEREAS, Act 2021-450 defines an "integrated facility" as an entity licensed to perform the functions of a cultivator, processor, secure transporter, and dispensary; and

WHEREAS, Act 2021-450 defines a "dispensing site" as a site operated by a dispensary licensee or an integrated facility licensee; and

WHEREAS, Act 2021-450 states that a dispensary licensee or integrated facility licensee may not operate a dispensing site in an unincorporated area of a county unless the county commission has authorized, by resolution, the operation of dispensing sites within its boundaries; and

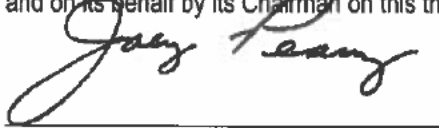
WHEREAS, [insert other reasoning for the decision]; and

WHEREAS, the Butler County Commission believes it is in the public's interest to authorize the operation of dispensing sites within the unincorporated areas of the county;

THEREFORE BE IT RESOLVED BY THE Butler COUNTY COMMISSION that it does hereby authorize the operation of medical cannabis dispensing sites by dispensary licensees and integrated facility licensees within the unincorporated areas of the county.

BE IT FURTHER RESOLVED that copies of this resolution be forwarded to the Alabama Medical Cannabis Commission within seven calendar days of this resolution being adopted.

IN WITNESS WHEREOF, the Butler County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 12th day of July, 2022



Chairman, Butler County Commission

16.6 A professionally rendered blueprint of the facility

Please see the following attachments.



11 North Street
Suite 120
Columbus, GA 31901
P. (706) 571-6923
F. (706) 571-6928

NOT FOR CONSTRUCTION

TWISTED HERB CULTIVATION

TWISTED HERB CULTIVATION
8306 Middle Road
Greenwood, AL 36037

APPLICATION
NOT FOR BID

Project Number: 224138
Date: 12/30/2022

Drawn By:
Checked By:

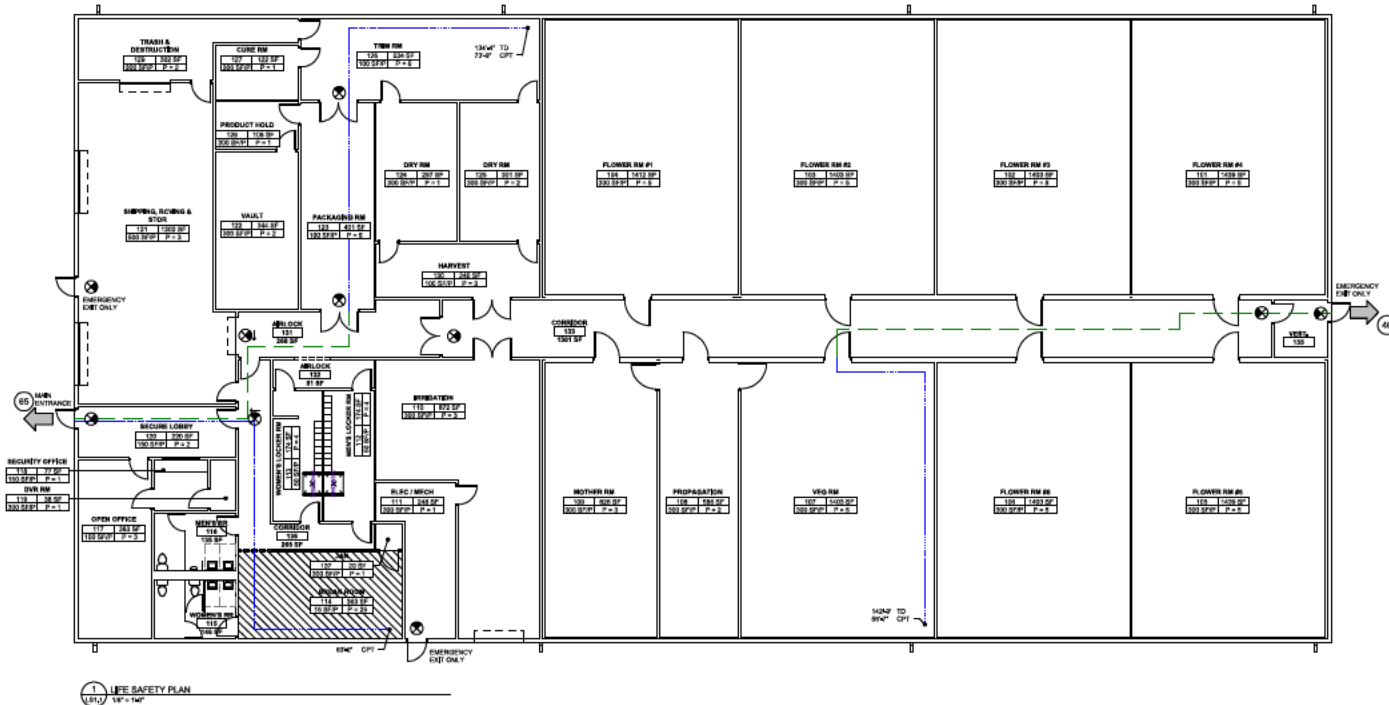
Revisions:
No. Date Description

Sheet Description

FLOOR LIFE SAFETY PLAN

Sheet Number

LS1.1



1 LIFE SAFETY PLAN
1/17 x 1/17

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| GENERAL CODE NOTES | | BUILDING HEIGHT AND AREA | | CODES AND REGULATION DATA | | | | LIFE SAFETY SYMBOLS LEGEND | | | | |
|--|--|---|--------------------------------------|--|--|--|--|---|---|--|--|--|
| <p>1. ALL SPACES ARE CONSIDERED BUSINESS OCCUPANCY WITH EDUCATIONAL USE. (LULC)</p> <p>2. OCCUPANT LOAD OF ALL ASSEMBLY SPACES IS CALCULATED PER TABLE 104.1 (1) AND TABLE 7.3.1.2 (IFPA 10)</p> <p>3. ALL SPACES NOT PROVIDED WITH A SPATIAL USE TAB OR OCCUPANT LOAD ARE CONSIDERED INCIDENTAL USE TO EDUCATIONAL AND ARE NOT CONSIDERED NORMALLY OCCUPIED SPACES.</p> <p>4. ALL SPACES TAGGED "UNOCCUPIED" ARE CALCULATED ACCORDANCE WITH ASSEMBLY USE LOAD (115) PER TABLE 104.1 (1) AND TABLE 7.3.1.2 (IFPA 10) AND ARE CONSIDERED INCIDENTAL TO BUSINESS OCCUPANCY.</p> <p>5. ALL EXIT AND EXIT ACCESS DOORS PROVIDE 8" OF CLEAR EXIT WIDTH, DOUBLE LEAF AND 6" IF DOUBLE LEAF UNLESS OTHERWISE NOTED, AS SUCH, EGRESS CAPACITIES ARE TO AND 340 OCCUPANTS RESPECTIVELY PER TABLE.</p> | | <p>CONSTRUCTION TYPE</p> <p>VI UNFINISHED</p> | <p>OCCUPANCY</p> <p>B (BUSINESS)</p> | <p>ALLOWABLE BUILDING HEIGHT (TABLE 704)</p> <p>6'</p> | <p>ALLOWABLE BUILDING STORES (TABLE 704)</p> <p>2 STORES</p> | <p>ALLOWABLE AREA (TABLE 704)</p> <p>34,000 SF</p> | <p>1 RENOVATION OR ALTERATION</p> <p>2 OCCUPANCY CLASSIFICATION</p> <p>3 BUILDING AREA</p> <p>4 HAZARD AREA</p> <p>5 NUMBER OF STORIES</p> <p>6 HEIGHT OF BUILDING</p> <p>7 OCCUPANT LOAD (ANSI 111.000)</p> <p>8 CONSTRUCTION TYPE</p> <p>9 NUMBER OF EXITS REQUIRED</p> <p>10 DEAD END CORRIDORS</p> <p>11 TRAVEL DISTANCE</p> <p>12 COMMON PATH OF TRAVEL</p> <p>13 FINE RATING OF STAIRWAYS</p> <p>14 FINE RATING OF ELEVATOR SHAFTS</p> | <p>18 FIRE-RATING OF EXIT ACCESS CORRIDORS</p> <p>17 APPLICABLE CODES</p> <p>16 COMMERCIAL ENERGY EFFICIENCY (PRESCRIPTIVE)</p> | <p>WITH SPRINKLER SYSTEM - 0 HOURS</p> <p>IBC ALABAMA ENERGY CODE - EBC 2015 EDITION IBC MECHANICAL CODE - IMC 2015 EDITION IBC PLUMBING CODE - IPC 2015 EDITION IBC FIRE AND CODE - FBC 2015 EDITION NATIONAL ELECTRICAL CODE - NEC 2015 EDITION IBC FIRE CODE AND ADA STANDARDS FOR ACCESSIBLE DESIGN 2010 EDITION</p> <p>MINIMUM R VALUE: ROOF (ATTE AND OTHER): R48 WALLS (W/OUT TRIMMER): R13 NON-FIRE-RATED DOORS (SPRINK): R4-20</p> <p>MINIMUM U VALUE: FLOOR PENETRATION: U48 GLAZED FENESTRATION: U56 ENTRANCE DOORS: U57 SHIPPING DOORS: U61</p> | <p>UNOCCUPIED SPACE TAG</p> <p>OCCUPIED SPACE TAG</p> <p>OCCUPANT LOAD (NO.)</p> <p>NET AREA OCCUPANT LOAD (SUBSET OF ROOM TOTAL)</p> <p>OCCUPANT LOAD (NO.)</p> <p>EXIT DISCHARGE</p> <p>ILLUMINATED EXIT SIGN</p> <p>EMERGENCY LIGHT</p> | <p>10 FE</p> <p>TRAVEL DISTANCE</p> <p>COMMON PATH OF TRAVEL</p> | <p>FIRE EXTINGUISHER CABINET (SEE SPEC FOR INSTALLATION TYPE)</p> <p>BRACKET MOUNTED FIRE EXTINGUISHER</p> |



11 North Street
 Suite 120
 Columbus, GA 31901
 P. (706) 571-6923
 F. (706) 571-6928

NOT FOR CONSTRUCTION

TWISTED HERB CULTIVATION

TWISTED HERB CULTIVATION
 8306 Mobile Road
 Greenville, AL 36037

APPLICATION
 NOT FOR BID

Project Number: 224138
 Date: 12/30/2022
 Drawn By:
 Checked By:
 Revisions:

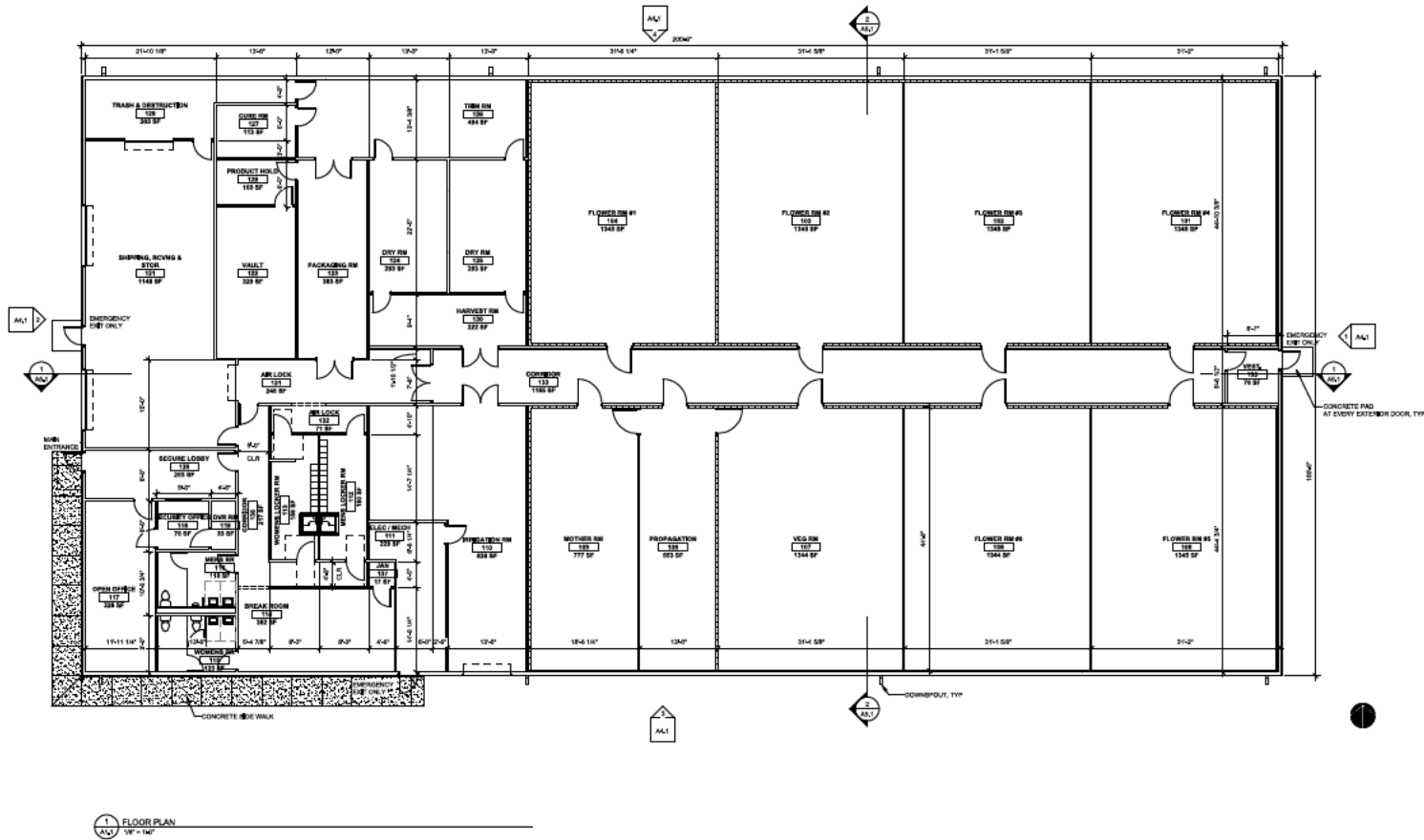
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Sheet Description

FLOOR PLAN

Sheet Number

A1.1



GENERAL CONSTRUCTION NOTES

A. DIMENSIONS TO NEW CONSTRUCTION ARE MEASURED FROM FACE OF STUD-OR-FACE OF MASONRY, TOP (AND) FINISHING TO EXISTING ELEMENTS ARE MEASURED FROM FINISH FACE, TYP (AND).

B. REFER TO FINISH PLAN FOR FREE STANDING FURNISHINGS, ETC.

C. REFER TO LIFE SAFETY PLANS FOR LOCATIONS OF FIRE AND SMOKE WALLS AND COMPARTMENTATION DISCREPANCIES AND FOR CONSTRUCTION INFORMATION RELATED TO SMOKE WALLS.

D. ALL NEW WALLS TO BE CONSTRUCTED UP TO UNDER-SIDE OF FLOOR ABOVE. SEAL ALL JOINTS AT HEAD AND FOOT OF INTERIOR WALLS.

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LEGEND

| | |
|--|--|
| CIRCULATION | PROCESSING |
| CULTIVATION | SECURE STORAGE |
| IRRIGATION | SECURITY |
| OFFICE, GENERAL | |

2WR
SOLUTIONS

11 North Street
Suite 120
Columbus, GA 31901
P. (706) 571-6923
F. (706) 571-6928

NOT FOR CONSTRUCTION

TWISTED HERB CULTIVATION

TWISTED HERB CULTIVATION
8306 Mobile Road
Greenville, AL 36037

APPLICATION
NOT FOR BID

Project Number: 22w138
Date: 12/30/2022
Drawn By:
Checked By:
Revisions:

| No. | Date | Description |
|-----|------|-------------|
|-----|------|-------------|

Sheet Description
COLOR FLOOR PLAN

Sheet Number

A1.2



1 FLOOR PLAN
1/8" = 1/4"

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11 North Street
 Suite 120
 Columbus, GA 31901
 P. (706) 571-6923
 F. (706) 571-6928

NOT FOR CONSTRUCTION

TWISTED HERB CULTIVATION

TWISTED HERB CULTIVATION
 8306 Mobile Road
 Greenville, AL 36037

APPLICATION
 NOT FOR BID

Project Number: 22x138
 Date: 12/30/2022
 Drawn By:
 Checked By:
 Revisions:

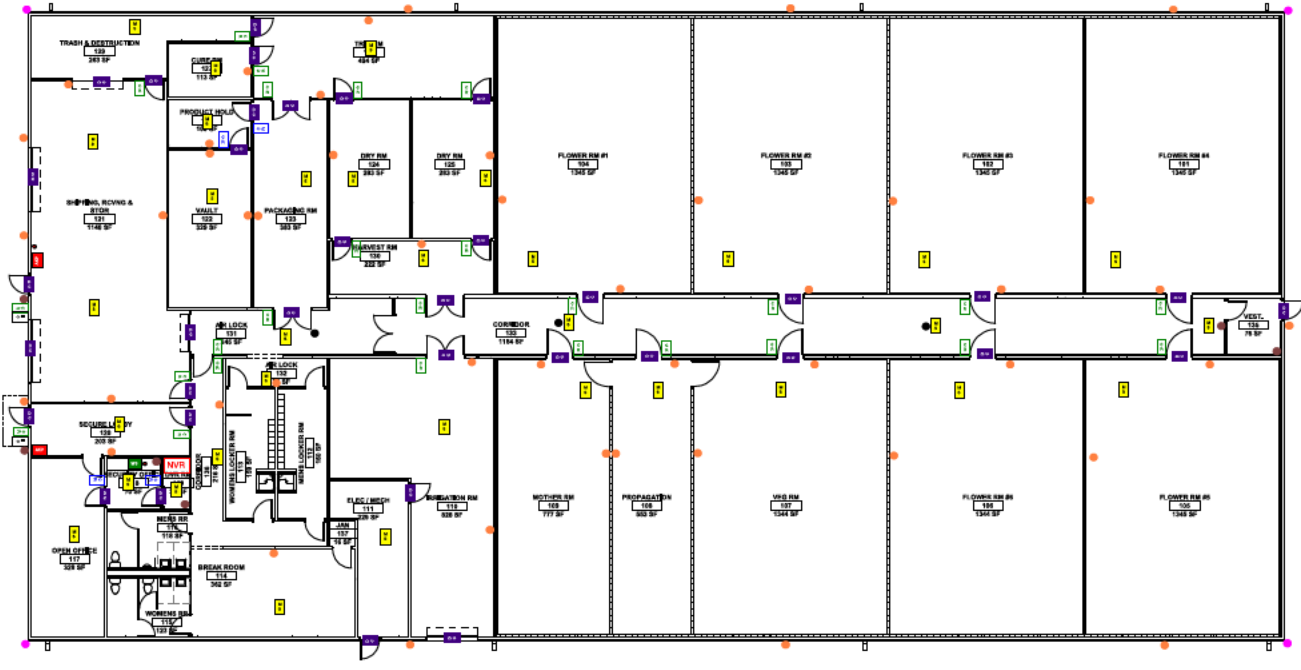
| No. | Date | Description |
|-----|------|-------------|
| | | |

Sheet Description
SECURITY OVERLAY

Sheet Number

A1.3

- Legend**
- 360 Dual Tech Motion Sensor
 - Alarm Key Pad
 - Camera 2x2
 - Camera 90 Degree
 - Camera 180 Degree
 - Camera 270 Degree
 - Door Contact
 - Dual Factor Credentialing
 - Intercom W/Video
 - Network Video Recorder
 - Panic Button
 - Security Work Station
 - Single Factor Card Reader



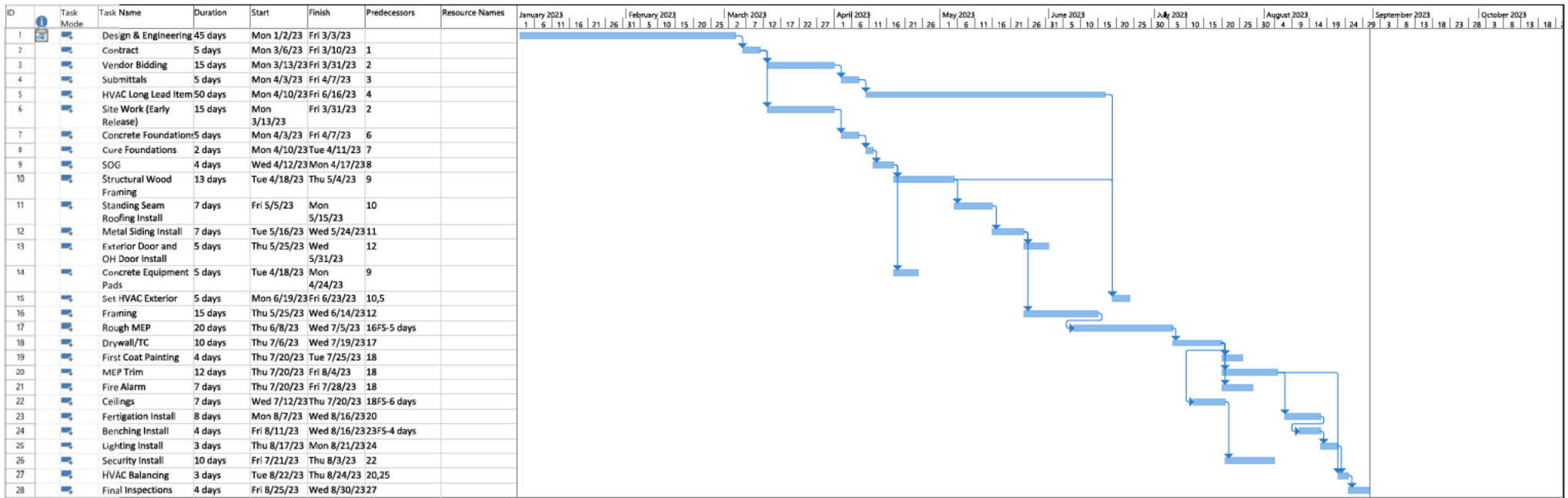
1 SECURITY FLOOR PLAN OVERLAY
 1/8" = 1'-0"

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16.7 A timetable for completion and commencement of operations.

Please see the following attachment.



Project: Rough Schedule THC 1
Date: Wed 12/14/22

| | | | | | | |
|-----------|-----------------|--------------------|-----------------------|----------------|--------------------|-----------------|
| Task | Summary | Inactive Milestone | Duration-only | Start-only | External Milestone | Manual Progress |
| Split | Project Summary | Inactive Summary | Manual Summary Rollup | Finish-only | Deadline | |
| Milestone | Inactive Task | Manual Task | Manual Summary | External Tasks | Progress | |

Page 1

16.8 Public access to the facility.

The Twisted Herb Cultivation, LLC facility will not be open to the public.

16.9 Facility Hours of Operation/ After Hours Contact

Twisted Herb Cultivation, LLC anticipates the facility will be occupied by it's employees seven days/week from 6:00 a.m. until 6:00 p.m.

After Hours Contact Information:

William D McNeal, CEO

[REDACTED]
[REDACTED]
[REDACTED]

Michael A Whiddon, COO

[REDACTED]
[REDACTED]
[REDACTED]


Exhibit 17 - Engineering Plans and Specifications

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.

William D. McNeal
Printed Name of Verifying Individual

CEO/OWNER
Title of Verifying Individual


Signature of Verifying Individual

12/26/22
Verification Date

17.1 A detailed plan and elevation drawings of all operational areas involved with the production of cannabis plants. This should include dimensions and elevation referenced to a single-facility benchmark.

Attached sheets LS1.1, A1.1, A1.2 show detailed plans for the facility. See A1.1 for dimensional plans. A1.2 is color coded to show production of cannabis areas, and it is labeled as cultivation. Other areas are label and color coded as processing, secure storage, security, irrigation, office, or circulation on A1.2. Exterior elevations are shown on pages A4.1 and see sheets A5.1 for building sections with interior elevations. Height benchmark tags are included on attached sheets A4.1 & A5.1 with the floor slab as the point of beginning for vertical heights.

17.2 Cross-sections that show the construction details and their dimensions to provide verification of construction materials, enhancement for security measures and biosecurity measures.

See sheet A5.1 for section with enhanced and biosecurity measures included in the design. Cultivation areas are isolated and sealed within the large building envelope to add a layer of security and biosecurity measures.

17.3 Identification of all employee-accessible nonproduction areas.

See sheets LS1.1, A1.1, A1.2 for room labels indicating room functions that match room labeling. Nonproduction areas are isolated from production and cultivation areas with an Airlock #131 & #132. Refer to A1.2 for color coded areas showing nonproduction areas. (office, breakroom, toilets, locker room, lobby, security)

17.4 The location, size, and capacity of all storage areas, ventilation systems, and equipment used for the production of cannabis.

See sheets LS1.1, A1.1, A1.2. Square footage notes are provided on A1.1 and LS1.1. See attached Mechanical Narrative for information about the ventilation and equipment used in the facility. See ICD sheets CD1.1, CD1.2.1, CD2.1, CD3.1, CD4.1, CD6.3 for additional support equipment information.

17.5 The location and door material specifications of all entrances and exits to the cultivation facility, as well as the physical makeup and specification of all outer walls of the enclosed structure.

See sheets LS1.1, A1.1, A1.2 for door locations and main entry. All other doors are marked Notes are added to plans and exterior elevations to identify door material. See sheet A5.1 for building section for physical makeup and specifications of all outer walls.

17.6 The location and specifications of any windows, skylights and roof hatches.

See roof plan A3.1 – no skylights or roof hatches provided with this facility to decrease points of entry. See A4.1 for reference to exterior – no exterior windows provided with this facility to decrease points of entry.

17.7 The location of all monitoring cameras and their field of view, verified to be operating 24 hours per day.

See sheet A1.3 for Security Overlay. Legend and notes of camera types with field of view and equipment provided for this sheet of reference. Position of cameras on sheet A1.3. All cameras will be operating 24 hours/day.

17.8 The location of all alarm inputs (door contacts, motion detectors, duress/hold up devices) and alarm sirens

See sheet A1.3 for Security Overlay. Legend and notes of all alarm inputs provided for this sheet of reference.

17.9 The location of the digital audio/video recorder and alarm control panel.

See sheet A1.3 for Security Overlay. Legend and notes for audio/video recorder and alarm control provided on this sheet for reference. The Network Video Recorder is located in the dedicated DVR Room #119 adjacent to the Security Office #118.

17.10 The location of all restricted, employee accessible and public areas.

See sheet A1.1 for main entry label for all employee access. The entire facility is restricted to employee access only, and public areas are only for employee use. They are located outside of cultivation and processing areas. See room labels and color chart on A1.2 for easy color code function references (i.e. cultivation, processing, secure storage, security, irrigation, office and circulation).

17.11 The location where all plant inputs and application equipment are stored

See cultivation area on A1.1 & A1.2 color chart for reference. All plants will start in the Propagation room 106 or Mother room 109. Supporting equipment will be located in the Irrigation Room 110 or within Corridor 133. See ICD sheets CD1.1, CD1.2.1, CD2.1, CD3.1, CD4.1, CD6.3 for additional cultivation information and plant counts.

17.12 The location of all enclosed, secure areas or loading/unloading docks out of public view for the loading/unloading of cannabis or medical cannabis into or out of any motor vehicle for secure transport.

The facility has a drive-in loading and unloading port for all loading/unloading of cannabis. Vehicles will enter the building to be loaded where door can be closed out of view. See sheet A1.1 and A1.2 color chart for reference.

17.13 The location of any area used to store medical cannabis that has been returned to the cultivation facility from a processor or dispensary.

The internal drive-in loading port will be used for all returned materials, and a dedicated vault and vault office will receive all returned products. If returned products are required to be destroyed, a materials destruction room is provided. See sheet A1.1 and A1.2 color chart for reference.



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NOT FOR CONSTRUCTION

TWISTED HERB CULTIVATION

TWISTED HERB CULTIVATION
8385 Mobile Road
Greenville, AL 36037

APPLICATION
NOT FOR BID

Project Number: 22-138
Date: 12/30/2022
Drawn By:
Checked By:
Revisions:

| No. | Date | Description |
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Sheet Description

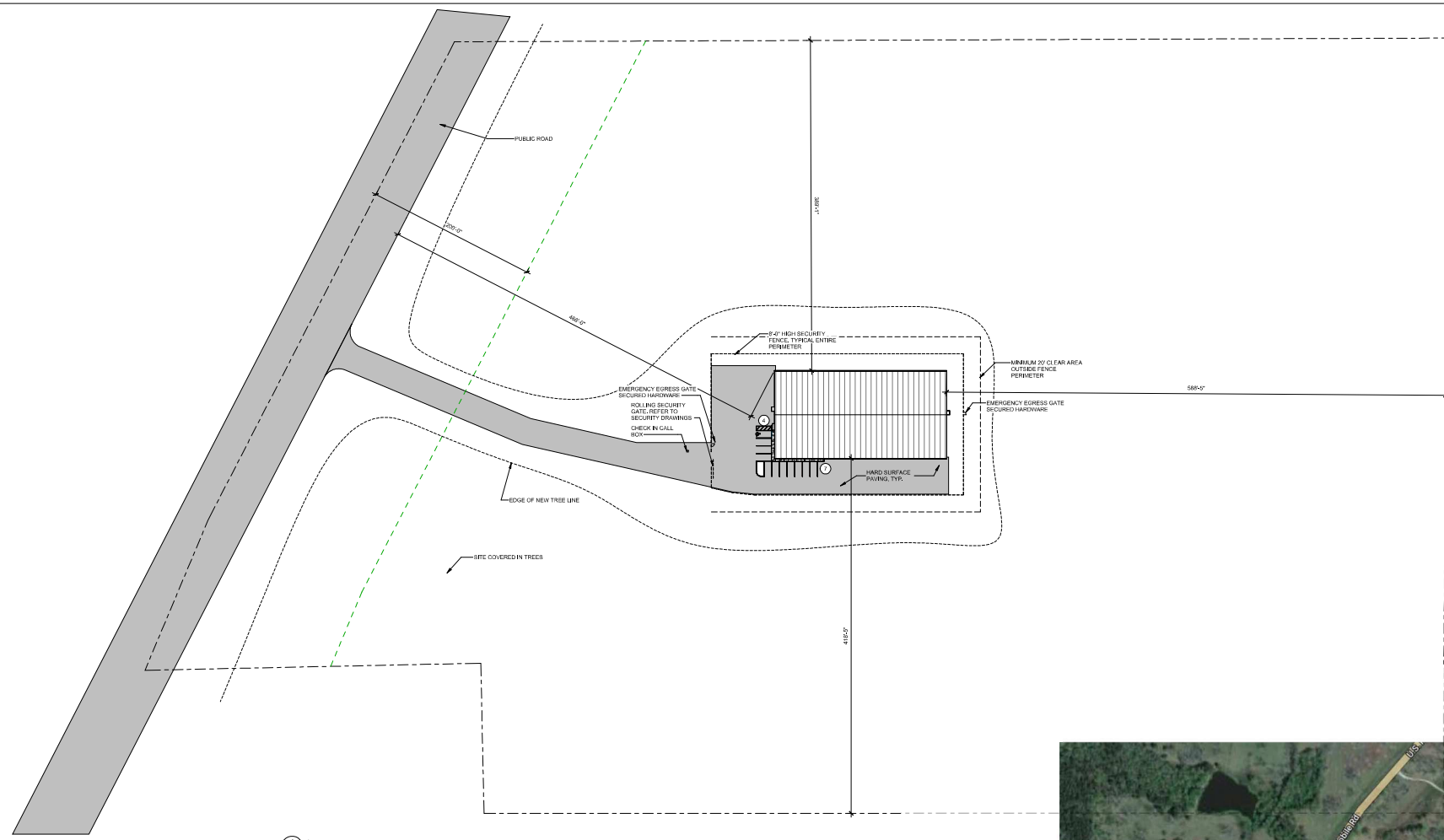
SITE PLAN & PROXIMITY MAP

Sheet Number

SP1.1

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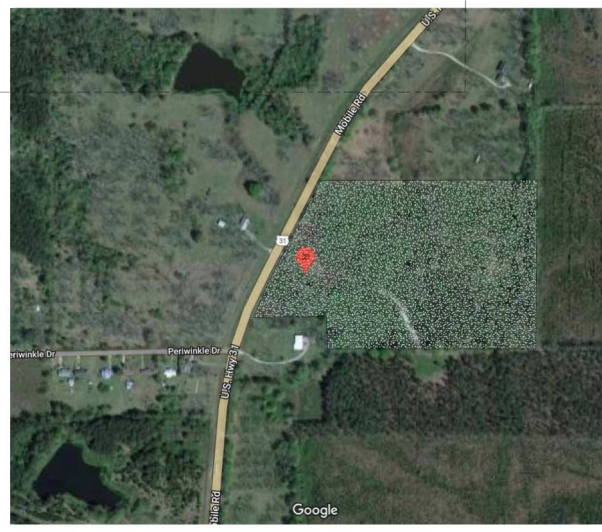


1 SITE PLAN
SP1.1
1" = 50'-0"

GENERAL SITE LEGEND

| | |
|--|----------------|
| | ROOF DOWNSPOUT |
| | SEWER DRAIN |
| | MANHOLE |
| | PROPERTY LINE |

A. ARCHITECTURAL SITE PLANS A SCHEMATIC REPRESENTATION, REFER TO CIVIL DRAWINGS FOR SITE SURVEY, DRAINAGE, AND LOCATIONS OF EXISTING UTILITIES, COORDINATE WITH CAMPUS FACILITIES PLANS.
B. COORDINATE ALL NEW WORK WITH CIVIL AND LANDSCAPE PLANS, FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO STARTING WORK.
C. CONTRACTOR TO COORDINATE WITH OWNER FOR LOCATIONS OF TEMPORARY CONSTRUCTION AND STAGING.
D. ALL ACTIVE EXISTING MANHOLES, DRAIN COVERS, AND ACCESS PANELS TO REMAIN UNLESS NOTED OTHERWISE.
E. ALL EXTERIOR SITE LIGHTING TO REMAIN UNLESS NOTED OTHERWISE.
F. ALL ROOF DOWNSPOUTS, ROOTS, AND DRAIN LINES TO REMAIN UNLESS NOTED OTHERWISE, REFER TO CIVIL AND NEW WORK DRAWINGS.



AERIAL IMAGE OF THE SITE LOCATION AT
8385 Mobile Road, Greenville, AL 36037
GPS coordinates 31.7377, -86.6771



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8385 Mobile Road
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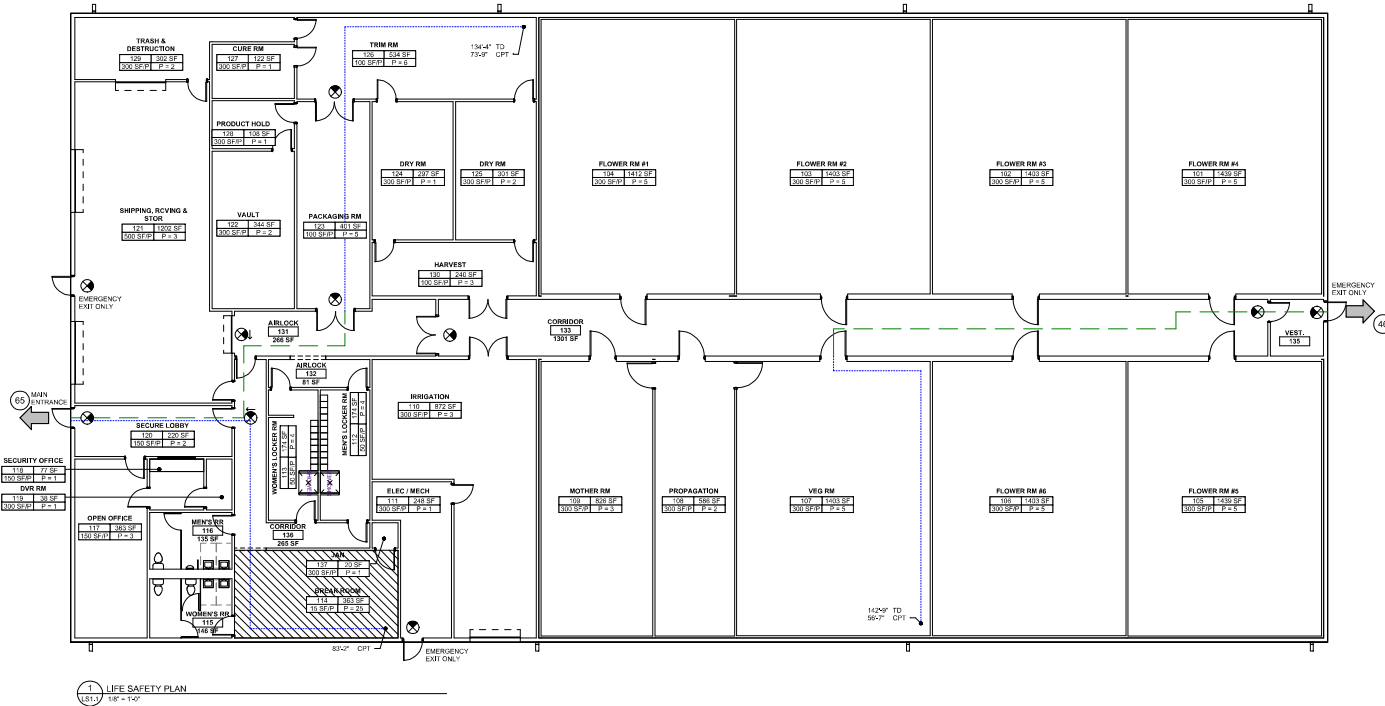
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Sheet Description

FLOOR LIFE SAFETY PLAN

Sheet Number

LS1.1



1 LIFE SAFETY PLAN
12/30/22

GENERAL CODE NOTES

- ALL SPACES ARE CONSIDERED BUSINESS OCCUPANCY WITH EDUCATIONAL USE (LINO).
- OCCUPANT LOAD OF ALL ASSEMBLY SPACES IS CALCULATED PER TABLE 1004.1.1 (IBC) AND TABLE 7.3.1.2 (NFPA 101).
- ALL SPACES NOT PROVIDED WITH A SPATIAL USE TAG OR OCCUPANT LOAD ARE CONSIDERED INCIDENTAL USE TO EDUCATIONAL AND ARE NOT CONSIDERED NORMALLY OCCUPIED SPACES.
- ALL SPACES TAGGED AS ASSEMBLY ARE CALCULATED IN ACCORDANCE WITH ASSEMBLY USE LOAD (LINO) TABLE 1004.1.1 (IBC) AND TABLE 7.3.1.2 (NFPA 101) AND ARE CONSIDERED INCIDENTAL TO BUSINESS OCCUPANCY.
- ALL EXIT AND EXIT ACCESS DOORS PROVIDE 3" OF CLEAR EXIT WIDTH IF SINGLE LEAF AND 60" IF DOUBLE LEAF UNLESS OTHERWISE NOTED, AS SUCH, EGRESS CAPACITIES ARE 170 AND 340 OCCUPANTS RESPECTIVELY PER TABLE.

BUILDING HEIGHT AND AREA

| CONSTRUCTION TYPE | OCCUPANCY | ALLOWABLE BUILDING HEIGHT (TABLE 503.3) | ALLOWABLE BUILDING STORES (TABLE 503.1) | ALLOWABLE AREA (TABLE 506.2) |
|-------------------|-------------------------|---|---|------------------------------|
| VB SPRINKLERED | F-1 & S-1 B (ACCESSORY) | 60' | 2 STORIES | 34,000 SF |

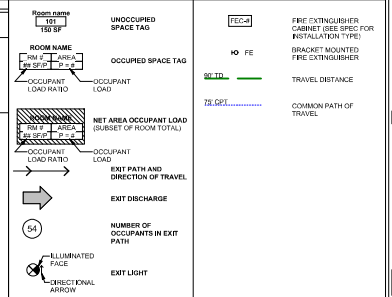
CODES AND REGULATION DATA

| ITEM | SUBJECT | IBC |
|------|--------------------------------|--|
| 1 | RENOVATION OR ALTERATION | RENOVATION |
| 2 | EQUALIZING CONCEPTS | NONE |
| 3 | OCCUPANCY CLASSIFICATION | F-1 & S-1 B (ACCESSORY) |
| 4 | BUILDING AREA | FIRST FLOOR 20,000 SF |
| 5 | HIGH HAZARD AREA | NONE |
| 6 | NUMBER OF STORIES | 1 STORY |
| 7 | HASBIT OR BUILDING | 35' x 12' |
| 8 | OCCUPANT LOAD MEANS OF EGRESS | OCCUPANT LOAD 111 OCC SEEING IBC 1003.3.2 REQUIRED 111 OCC X 2 + 27.35' PROVIDED 72' |
| 9 | CONSTRUCTION TYPE | TYPE VB SPRINKLERED |
| 10 | NUMBER OF EXITS REQUIRED | OCC LOAD LESS - 2 PROVIDED 2 |
| 11 | DEAD END CORRIDORS | 50'-0" MAXIMUM LENGTH |
| 12 | TRAVEL DISTANCE | 250'-0" |
| 13 | COMMON PATH OF TRAVEL | 500'-0" |
| 14 | FIRE RATING OF STAIRWAYS | 1 1/2 HOUR |
| 15 | FIRE RATING OF ELEVATOR SHAFTS | 1 1/2 HOUR |

ITEM SUBJECT

| ITEM | SUBJECT | IBC |
|------|---|--|
| 16 | FIRE RATING OF EXIT ACCESS CORRIDORS | WITH SPRINKLER SYSTEM - 0 HOURS |
| 17 | APPLICABLE CODES | IBC ALABAMA ENERGY CODE - BECC 2015 EDITION IBC MECHANICAL CODE - IMC 2015 EDITION IBC PLUMBING CODE - IPC 2015 EDITION IBC FUEL GAS CODE - IFGC 2015 EDITION NATIONAL ELECTRICAL CODE - NEC 2015 EDITION NFPA 101 2015 EDITION ADA STANDARDS FOR ACCESSIBLE DESIGN 2010 EDITION |
| 18 | COMMERCIAL ENERGY EFFICIENCY (PRESCRIPTIVE) | CLIMATE ZONE 3A MINIMUM R VALUE: ROOF (ATTIC AND OTHER) R-38 WALLS (WOOD FRAMED) R-13 OR R-20 WALLS BELOW GRADE NR SLAB-ON-GRADE NR NONSWINGING DOORS (SPRING) R-4.75 MINIMUM U VALUE: FIXED PENETRATION U-0.6 OPERABLE FENESTRATION U-0.6 ENTRANCE DOORS U-1.0 SLIDING DOORS U-1.0 |

LIFE SAFETY SYMBOLS LEGEND



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TWISTED HERB CULTIVATION

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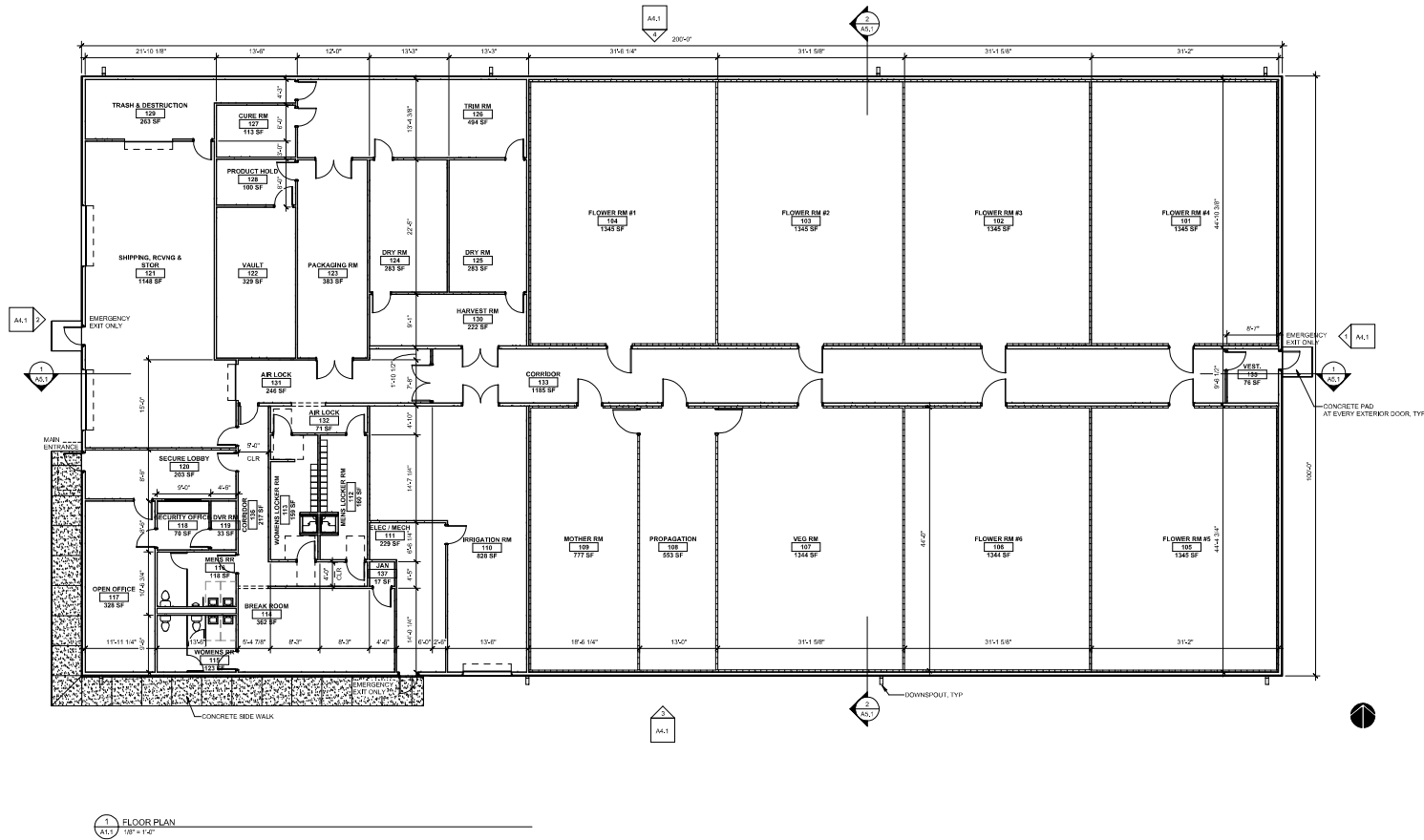
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Sheet Description

FLOOR PLAN

Sheet Number

A1.1



GENERAL CONSTRUCTION NOTES

- DIMENSIONS TO NEW CONSTRUCTION ARE MEASURED FROM FACE OF STUD OR FACE OF MASONRY, TYP. (AND) DIMENSIONS TO EXISTING ELEMENTS ARE MEASURED FROM FINISH FACE, TYP. (AND).
- REFER TO FINISH PLAN FOR FREE STANDING FURNISHINGS, (INC)
- REFER TO LIFE SAFETY PLANS FOR LOCATIONS OF FIRE AND SMOKE WALLS AND COMPARTMENTATION DESIGNATIONS AND FOR CONSTRUCTION INFORMATION RELATED TO SMOKE WALLS.
- ALL NEW WALLS TO BE CONSTRUCTED UP TO UNDERSIDE OF FLOOR ABOVE. SEAL ALL JOINTS AT HEAD AND FOOT OF INTERIOR WALLS.

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P. (706) 571-6923
F. (706) 571-6928

LEGEND

| | |
|--|--|
| CIRCULATION | PROCESSING |
| CULTIVATION | SECURE STORAGE |
| IRRIGATION | SECURITY |
| OFFICE, GENERAL | |



1 FLOOR PLAN
1/8" = 1'-0"

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Sheet Description

COLOR FLOOR PLAN

Sheet Number

A1.2

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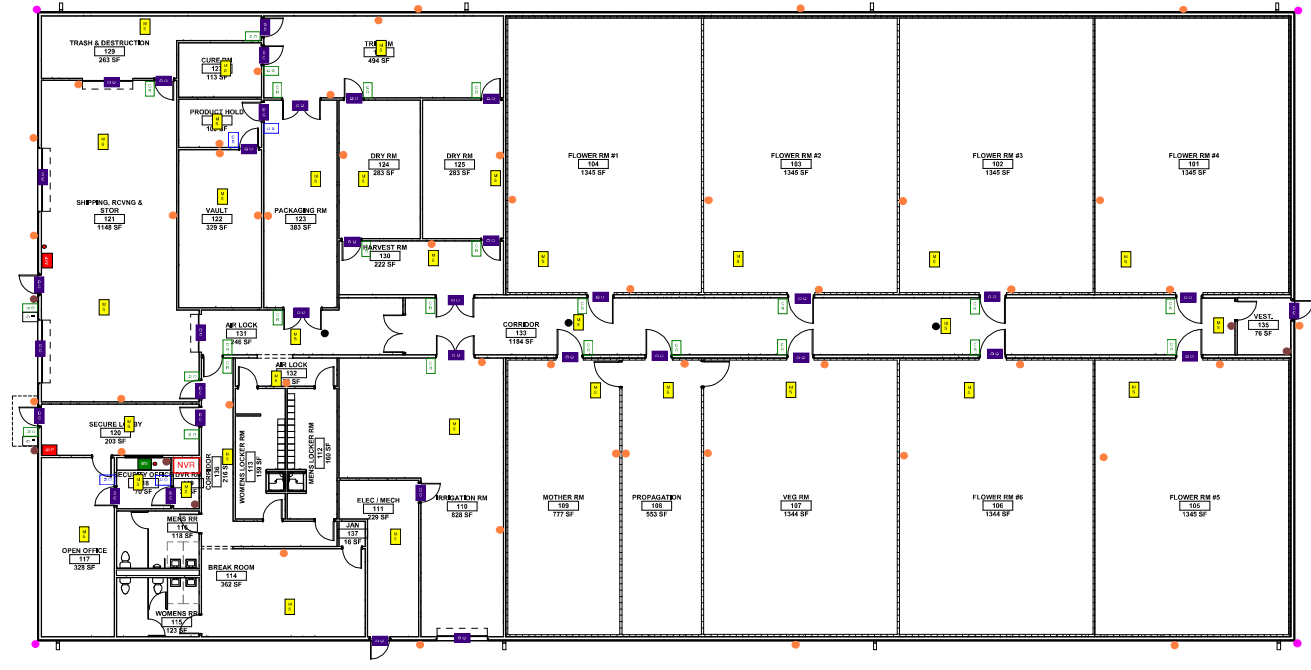
Sheet Description

SECURITY OVERLAY

Sheet Number

A1.3

- Legend**
- 360 Dual Tech Motion Sensor
 - Alarm Key Pad
 - Camera 2x2
 - Camera 90 Degree
 - Camera 180 Degree
 - Camera 270 Degree
 - Door Contact
 - Dual Factor Credentialing
 - Intercom W/Video
 - Network Video Recorder
 - Panic Button
 - Security Work Station
 - Single Factor Card Reader



1 SECURITY FLOOR PLAN OVERLAY
 1/8" = 1'-0"

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TWISTED HERB CULTIVATION

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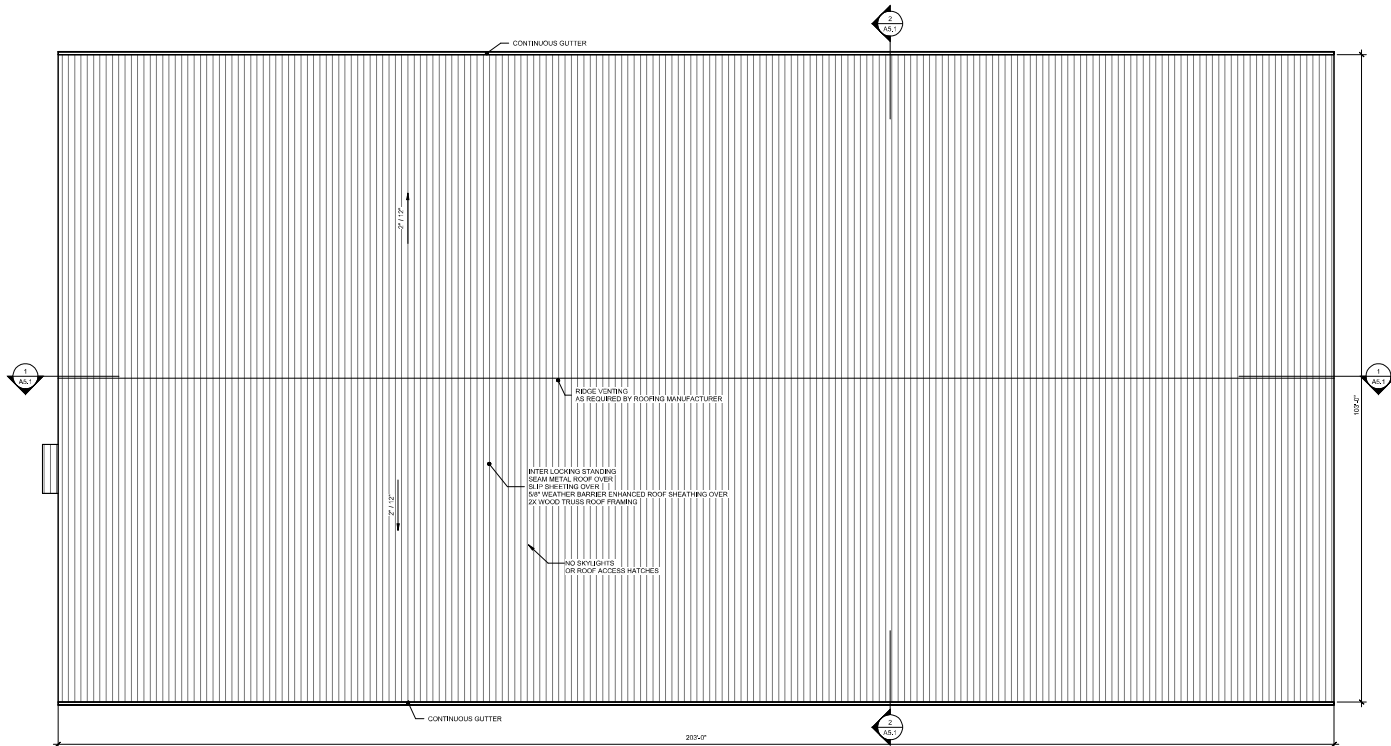
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Sheet Description

ROOF PLAN

Sheet Number

A3.1



1 ROOF PLAN
1/8" = 1'-0"

GENERAL ROOF NOTES

- SEE MECHANICAL, PLUMBING, AND STRUCTURAL SHEETS FOR LOCATION OF AND COORDINATION OF RESPECTIVE WORK, NOTIFY ARCHITECT IN CASE OF A CONFLICT PRIOR TO BEGINNING WORK.
- SEE PLUMBING MECHANICAL DRAWINGS FOR NEW ROOF PENETRATION LOCATIONS AND SIZES.
- REFER TO MECHANICAL DRAWINGS FOR LOCATIONS OF INTAKE AND EXHAUST LOUVERS OR PANS.
- MINIMUM FINISHED ROOF SLOPE 1/4"FT TO DRAINS, UNLESS OTHERWISE NOTED.
- ALL EXISTING GUTTERS AND DOWNSPOUTS TO REMAIN, CLEAN, REPAIR, AND REPAINT.
- PROVIDE ALL COMPONENTS FOR A COMPLETE ROOF SYSTEM AND FLASHING AT ELEVATOR NEW ROOF SECTIONS, PROVIDE COMPLETE WEATHER TIGHT CONDITION IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
- ALL CONTINUOUS METAL CLEATS OR REVERSE METAL CLEATS SHALL BE A MIN (1) GAUGE HEAVIER THAN SPECIFIED THICKNESS OF METAL FLASHING.
- ALL ROOFING AND SHEET METAL FLASHING WORK SHALL BE DONE IN ACCORDANCE WITH ALL CURRENT PRACTICES OF IMCA AND NRCA.
- PROVIDE MIN. 2" OF RIGID INSULATION AT NEW ELEVATOR ROOF, PROVIDE INSULATION COMPATIBLE IN CONTACT WITH EXISTING IN ALL PATCHED AREAS.

ROOF LEGEND

| | | | |
|------|-----------------------------------|----|----------------|
| VTR | VTR (REFER TO PLUMBING) | | SLOPE TO DRAIN |
| RD | ROOF DRAIN | | |
| O.F. | OVERFLOW ROOF DRAIN | | |
| EF | EXHAUST FAN (REFER TO MECHANICAL) | | |
| OS | OVERFLOW SCUPPER | | |
| DS | DOWNSPOUT | | |
| EJ | ROOF EXPANSION JOINT | | |
| | ELEVATION OF RAISED ELEMENTS | | |
| | | 12 | 3 SLOPE |

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TWISTED HERB CULTIVATION

TWISTED HERB CULTIVATION
8385 Mobile Road
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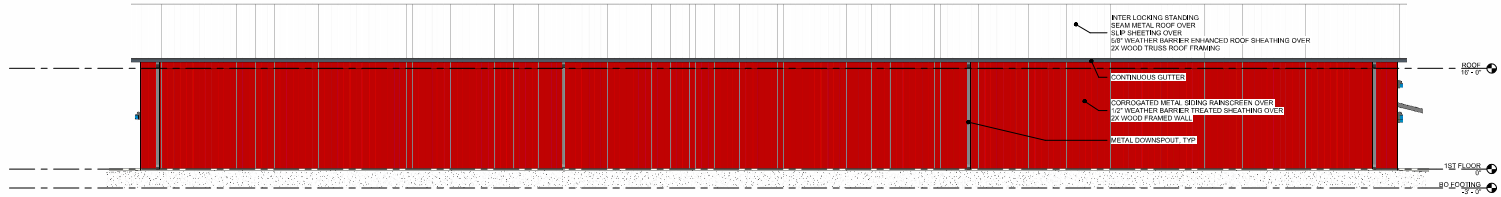
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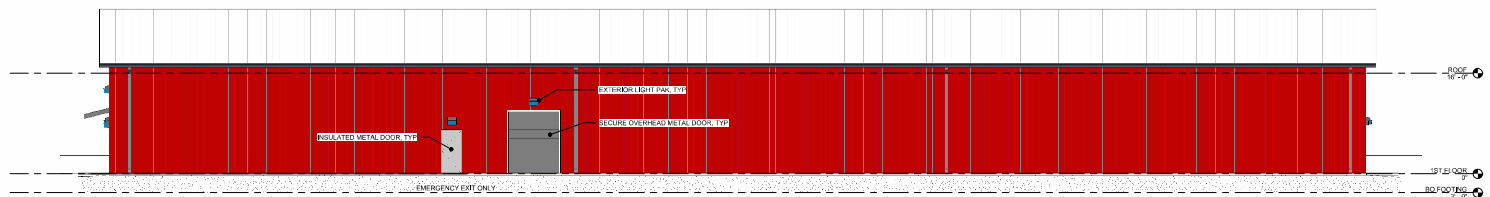
EXTERIOR ELEVATIONS

Sheet Number

A4.1



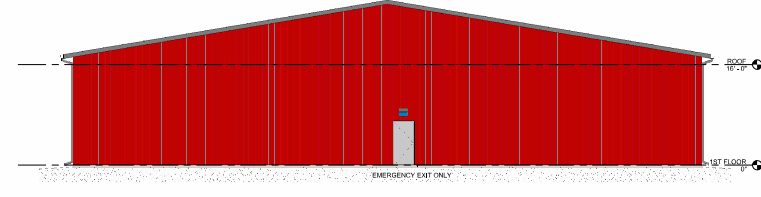
4 NORTH ELEVATION
A4.1
1/8" = 1'-0"



3 SOUTH ELEVATION
A4.1
1/8" = 1'-0"



2 WEST ELEVATION
A4.1
1/8" = 1'-0"



1 EAST ELEVATION
A4.1
1/8" = 1'-0"

GENERAL CONSTRUCTION NOTES

- A. EXISTING BUILDING MOUNTED LIGHT LOCATIONS TO REMAIN. UNO. FEATURES TO BE REPAIRED PER LIGHTING SPECIFICATIONS (SEE ELECTRICAL PLANS).
- B. EXISTING GUTTERS, DOWNSPOUTS, AND BOOTS TO REMAIN. UNO. REPAIR AS NEEDED AND PAINT TO MATCH EXPOSED CONCRETE STRUCTURE. COORDINATE ANY NOTED DEMO OR RELOCATION WITH CIVIL, LANDSCAPE AND ARCHITECTURAL PLANS.
- C. REPAIR AND DAMAGED BRICK. REPAIR CRACKS, REPOINT AND FILL ALL HOLES WITH FULL SIZE UNITS. COORDINATE WITH OWNER AND ARCHITECT.
- D. ALL BUILDING MOUNTED UTILITY METERS AND SERVICE LINES TO REMAIN. UNO. PAINT EXPOSED HOUSING, PIPING, AND CONDUIT TO MATCH ADJACENT SURFACES.
- E. REMOVE ALL UNUSED THROUGH WALL VENTS AND FILL TO MATCH EXISTING ADJACENT SURFACES. INSULATE AND SEAL ALL NEW AND EXISTING THROUGH WALL PENETRATIONS AND PAINT TO MATCH ADJACENT SURFACES. UNO. (SEE MEP DRAWINGS).
- F. PAINT ALL EXPOSED CONCRETE STRUCTURE INCLUDING EXPOSED JOISTS, COLUMNS AND UNDERBELL OF SLABS AND ROOF EXPOSURE. SEE MEP SPEC FOR PAINT COLOR AND TYPE.
- G. REFER TO LANDSCAPE PLAN FOR PLANTING AND PAVING ADJACENT TO EXISTING STRUCTURE.

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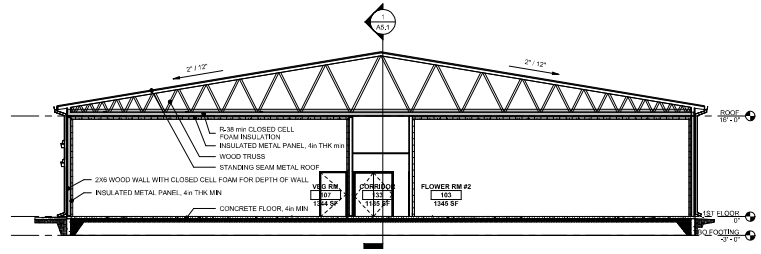
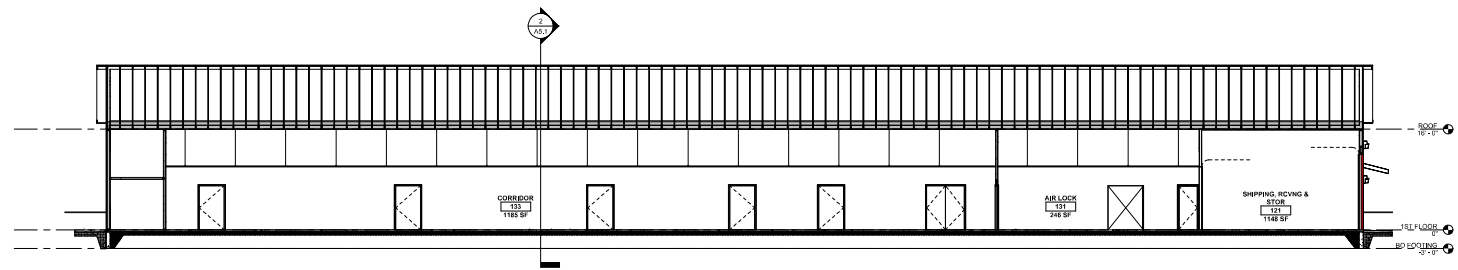
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Sheet Description

BUILDING SECTIONS

Sheet Number

A5.1



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MULTI-TIER RACK SCHEDULE

| ROOM NAME | ROOM NUMBER | NUMBER OF TIERS | BENCH LENGTH | BENCH WIDTH | UPRIGHT HEIGHT | CITY |
|--------------|-------------|-----------------|--------------|-------------|----------------|------|
| FLOWER RM #1 | 104 | 2 | 8'-4" | 4'-0" | 12'-0" | 24 |
| FLOWER RM #2 | 103 | 2 | 8'-4" | 4'-0" | 12'-0" | 24 |
| FLOWER RM #3 | 102 | 2 | 8'-4" | 4'-0" | 12'-0" | 24 |
| FLOWER RM #4 | 101 | 2 | 8'-4" | 4'-0" | 12'-0" | 24 |
| FLOWER RM #5 | 105 | 2 | 8'-4" | 4'-0" | 12'-0" | 24 |
| FLOWER RM #6 | 106 | 2 | 8'-4" | 4'-0" | 12'-0" | 24 |
| FLOWER RM #7 | 107 | 2 | 8'-4" | 4'-0" | 12'-0" | 24 |
| FLOWER RM #8 | 108 | 2 | 8'-4" | 4'-0" | 12'-0" | 24 |
| MOYER RM | 109 | 2 | 8'-4" | 4'-0" | 12'-0" | 24 |
| VEG RM | 109 | 2 | 8'-4" | 4'-0" | 12'-0" | 24 |
| MOYER RM | 109 | 2 | 8'-4" | 4'-0" | 12'-0" | 24 |
| VEG RM | 107 | 2 | 8'-4" | 4'-0" | 12'-0" | 24 |
| MOYER RM | 109 | 2 | 8'-4" | 4'-0" | 12'-0" | 24 |
| VEG RM | 107 | 2 | 8'-4" | 4'-0" | 12'-0" | 24 |
| MOYER RM | 109 | 2 | 8'-4" | 4'-0" | 12'-0" | 24 |
| VEG RM | 107 | 2 | 8'-4" | 4'-0" | 12'-0" | 24 |

TRACK SCHEDULE

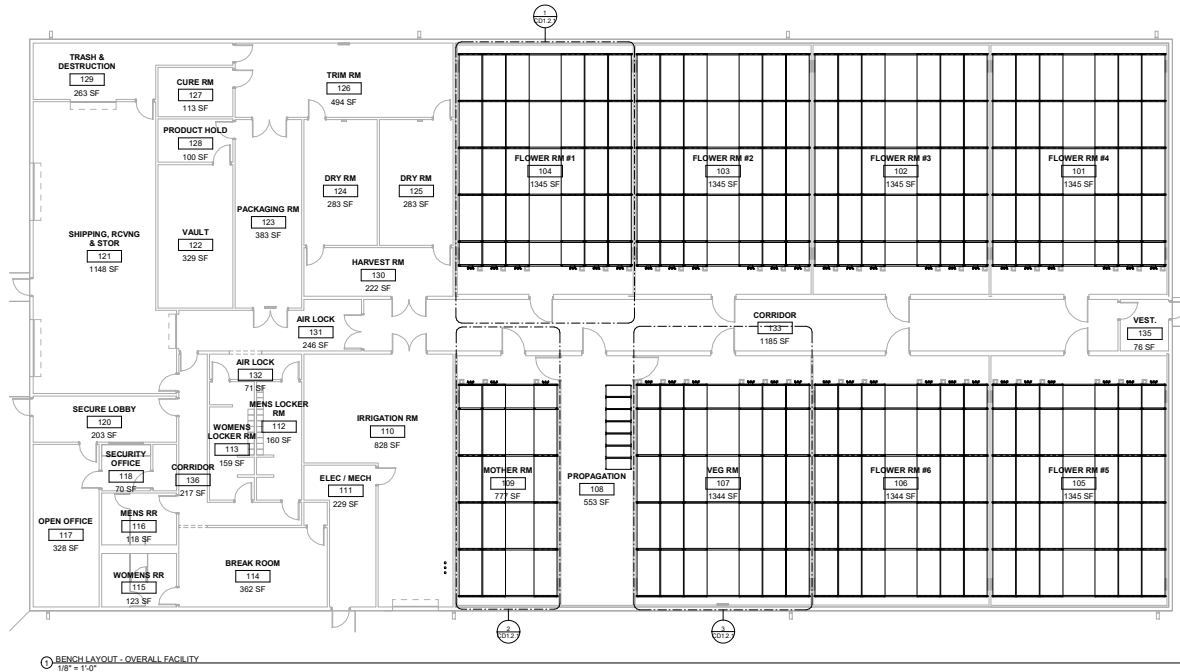
| ROOM NAME | ROOM NUMBER | CITY | TRACK LENGTH |
|-----------------------|-------------|------|--------------|
| FLOWER RM #1 | 104 | B | 130'-0" |
| FLOWER RM #2 | 103 | B | 130'-0" |
| FLOWER RM #3 | 102 | B | 130'-0" |
| FLOWER RM #4 | 101 | B | 130'-0" |
| FLOWER RM #5 | 105 | B | 130'-0" |
| FLOWER RM #6 | 106 | B | 130'-0" |
| FLOWER RM #7 | 107 | B | 130'-0" |
| FLOWER RM #8 | 108 | B | 130'-0" |
| MOYER RM | 109 | B | 130'-0" |
| VEG RM | 107 | B | 130'-0" |
| TOTAL LENGTH OF TRACK | | | 1185' |

CLONE CART SCHEDULE

| ITEM | CITY | TOTAL CLONES |
|---------------------|------|--------------|
| 1 TIER MOBILE CLONE | B | 108 |

CANOPY SCHEDULE

| ROOM NAME | ROOM NUMBER | CANOPY AREA | TOTAL |
|-------------------|-------------|-------------|----------|
| FLOWER RM #1 | | | 1345 SF |
| FLOWER RM #2 | 103 | | 1345 SF |
| FLOWER RM #3 | 102 | | 1345 SF |
| FLOWER RM #4 | 101 | | 1345 SF |
| FLOWER RM #5 | 105 | | 1345 SF |
| FLOWER RM #6 | 106 | | 1345 SF |
| FLOWER RM #7 | 107 | | 1345 SF |
| FLOWER RM #8 | 108 | | 1345 SF |
| MOYER RM | 109 | | 1345 SF |
| VEG RM | 107 | | 1345 SF |
| TOTAL CANOPY AREA | | | 11854 SF |



BENCH LAYOUT - OVERALL FACILITY
1/8" = 1'-0"



11 9th Street
Suite 120
Columbus, GA 31901
P. (706) 571-6923



1751 Panorama Point
Unit G
Lafayette, CO 80106
P. (720) 390-3880

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Unit G
Lafayette, CO 80106
P. (720) 390-3880

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BENCH LAYOUT - OVERALL FACILITY

Sheet Number

CD1.1

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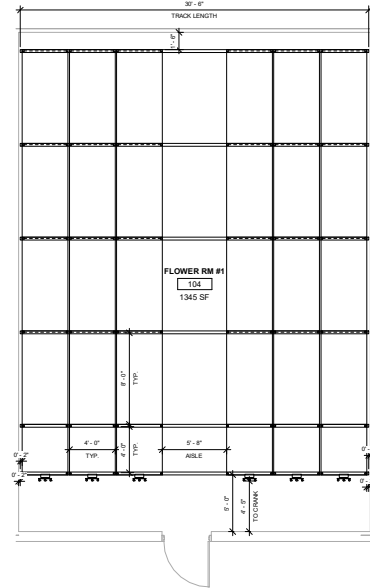
Sheet Description
BENCH LAYOUT - ENLARGED PLANS

Sheet Number

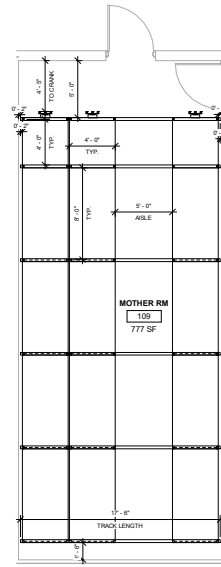
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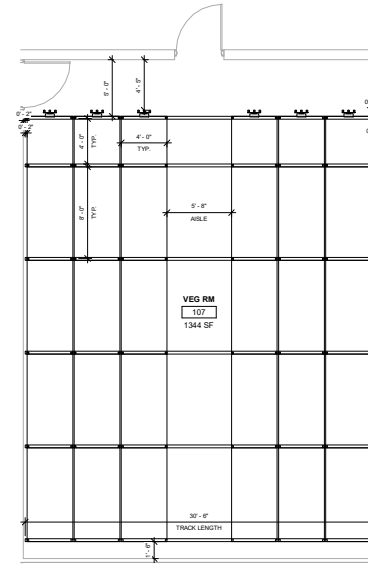
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① FLOWER RM #1 - ENLARGED PLAN
 1/4" = 1'-0"



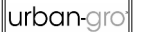
② MOTHER RM - ENLARGED PLAN
 1/4" = 1'-0"



③ VEG RM - ENLARGED PLAN
 1/4" = 1'-0"



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Suite 120
Columbus, GA 31901
P. (706) 571-8923



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Unit G
Lafayette, CO 80006
P. (720) 390-3880

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TWISTED HERB CULTIVATION

TWISTED HERB CULTIVATION
6305 Maple Road
Greenville, AL 36037

APPLICATION

Project Number: 22-138
Date: 12/19/2022
Drawn By: VM
Checked By: DR
Revisions:

| No. | Date | Description |
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Sheet Description
FAN LAYOUT - OVERALL FACILITY

Sheet Number

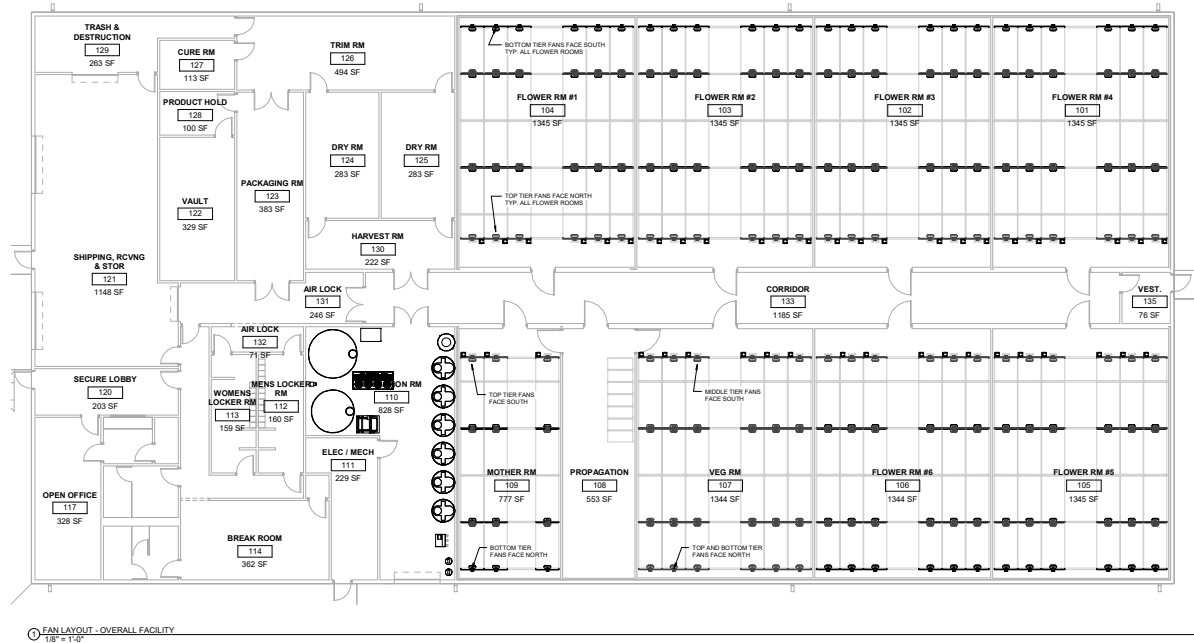
CD2.1

| FAN SCHEDULE | | |
|--------------|--|-----|
| ROOM NAME | ITEM | QTY |
| FLOWER RM #1 | ABO VORTIG EZ BREEZE 12IN FAN w/ MOUNT | 136 |
| FLOWER RM #2 | ABO VORTIG EZ BREEZE 12IN FAN w/ MOUNT | 136 |
| FLOWER RM #3 | ABO VORTIG EZ BREEZE 12IN FAN w/ MOUNT | 136 |
| FLOWER RM #4 | ABO VORTIG EZ BREEZE 12IN FAN w/ MOUNT | 136 |
| FLOWER RM #5 | ABO VORTIG EZ BREEZE 12IN FAN w/ MOUNT | 136 |
| FLOWER RM #6 | ABO VORTIG EZ BREEZE 12IN FAN w/ MOUNT | 136 |
| MOTHER RM | ABO VORTIG EZ BREEZE 12IN FAN w/ MOUNT | 136 |
| VEG RM | ABO VORTIG EZ BREEZE 12IN FAN w/ MOUNT | 134 |

| FAN PLAN-LEGEND | |
|-----------------|--------------------------|
| | 20 AMP CONTROLLER |
| | 12IN BRACKET FAN |
| | 20IN ABO VORIG |
| | 12IN ABO VORIG |
| | 12IN FLOOR FAN |
| | FIELD WIRING (BY OTHERS) |

| CONTROLLER SCHEDULE | | | |
|---------------------|----------------|-----|--------------------|
| ROOM NAME | ITEM | QTY | POWER REQUIREMENTS |
| FLOWER RM #1 | USA CONTROLLER | 1 | |
| FLOWER RM #2 | USA CONTROLLER | 1 | |
| FLOWER RM #3 | USA CONTROLLER | 1 | |
| FLOWER RM #4 | USA CONTROLLER | 1 | |
| FLOWER RM #5 | USA CONTROLLER | 1 | |
| FLOWER RM #6 | USA CONTROLLER | 1 | |
| MOTHER RM | USA CONTROLLER | 1 | |
| VEG RM | USA CONTROLLER | 1 | |

| FAN SCHEDULE OVERALL | | | |
|--|-----|--------------------------|-------|
| TYPE | QTY | POWER REQUIREMENTS | NOTES |
| ABO VORTIG EZ BREEZE 12IN FAN w/ MOUNT | 288 | 220V, 14.2 AMP, 100 WATT | |



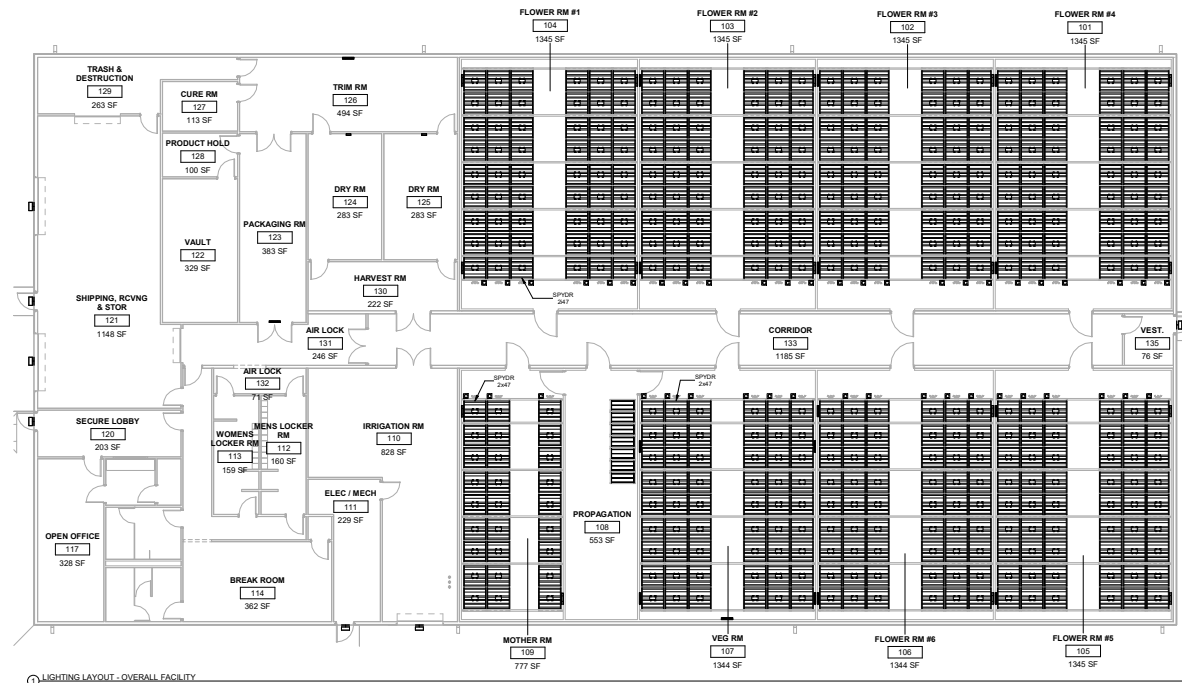
FAN LAYOUT - OVERALL FACILITY
10' = 1" = 1"

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| NAME | NUMBER | FOXTURE | POWER REQUIREMENTS | OUNTING HARDWARE | QTY |
|--------------|--------|---------------------|----------------------------|-------------------------------|-----|
| FLOWER RM #4 | 101 | SPYDR 2447 | 277V, 2.3 AMPS, 645 WATTS | SOLID DECK HANGIER | 108 |
| FLOWER RM #4 | 102 | SPYDR 2447 | 277V, 2.3 AMPS, 645 WATTS | SOLID DECK HANGIER | 108 |
| FLOWER RM #2 | 103 | SPYDR 2447 | 277V, 2.3 AMPS, 645 WATTS | SOLID DECK HANGIER | 108 |
| FLOWER RM #2 | 104 | SPYDR 2447 | 277V, 2.3 AMPS, 645 WATTS | SOLID DECK HANGIER | 108 |
| FLOWER RM #3 | 105 | SPYDR 2447 | 277V, 2.3 AMPS, 645 WATTS | SOLID DECK HANGIER | 108 |
| FLOWER RM #3 | 106 | SPYDR 2447 | 277V, 2.3 AMPS, 645 WATTS | SOLID DECK HANGIER | 108 |
| VEG RM | 107 | SPYDR 2447 | 277V, 1.23 AMPS, 342 WATTS | SOLID DECK HANGIER | 162 |
| PROPAGATION | 108 | RACKS 2'X4' 1.5'X4' | 15 WATTS DC | SPORT WARE HANGAR BAKERS RACK | 21 |
| MOTHER RM | 109 | SPYDR 2447 | 277V, 1.23 AMPS, 342 WATTS | SOLID DECK HANGIER | 54 |

NOTE:
PROP ROOM LIGHTING REQUIRES 1 POWER SOURCE PER GLO-RACK FOR A TOTAL OF 7 POWER SOURCES. POWER PER POWER SOURCE IS 277V, 1.23A, 338 WATTS.



○ LIGHTING LAYOUT - OVERALL FACILITY
1/8" = 1'-0"



11 9th Street
Suite 120
Columbus, GA 31901
P. (706) 571-6923



1751 Panorama Point
Unit G
Lafayette, CO 80106
P. (720) 390-3880

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TWISTED HERB CULTIVATION

TWISTED HERB CULTIVATION
6385 Maple Road
Greenville, AL 36037

APPLICATION

Project Number: 22-138
Date: 12/19/2022
Drawn By: VM
Checked By: DR
Revisions:

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Sheet Description
LIGHTING LAYOUT - OVERALL FACILITY

Sheet Number

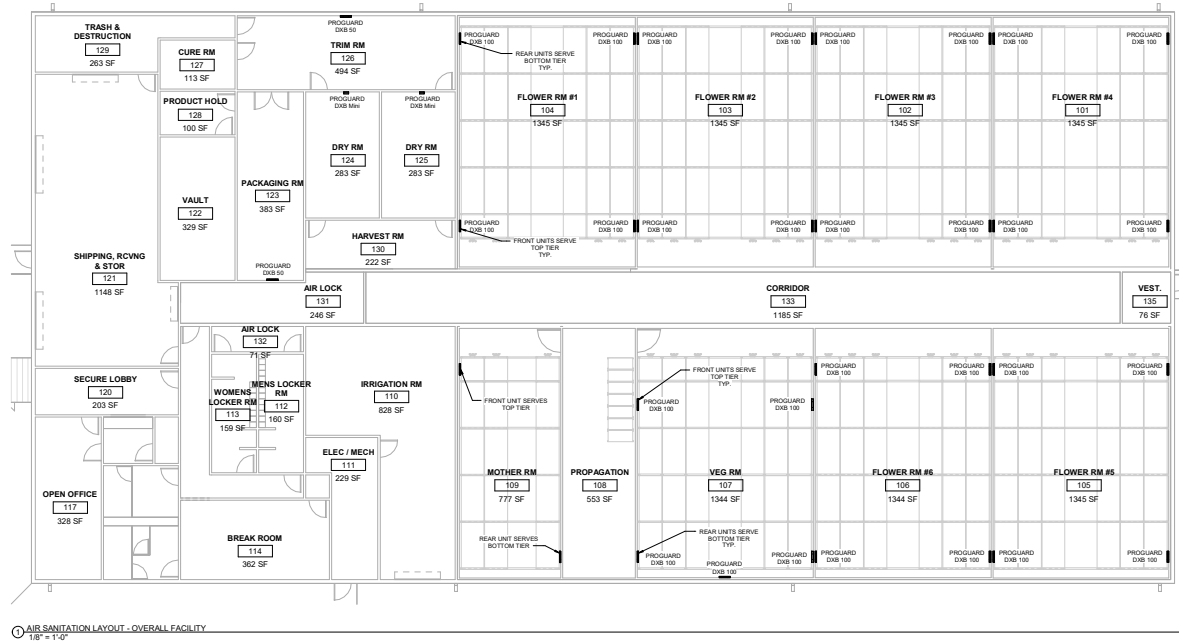
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AIR SANITATION SCHEDULE

| ROOM NAME | ROOM NUMBER | ITEM | POWER REQUIREMENTS | QTY |
|--------------|-------------|------------------|--------------------|-----|
| DRY RM | 124 | PROGUARD DBS 50 | 100-240V-1/2HP | 1 |
| DRY RM | 125 | PROGUARD DBS 100 | 100-240V-1/2HP | 1 |
| FLOWER RM #1 | 104 | PROGUARD DBS 100 | 100-240V-500Sph | 4 |
| FLOWER RM #2 | 103 | PROGUARD DBS 100 | 100-240V-500Sph | 4 |
| FLOWER RM #3 | 102 | PROGUARD DBS 100 | 100-240V-500Sph | 4 |
| FLOWER RM #4 | 101 | PROGUARD DBS 100 | 100-240V-500Sph | 4 |
| FLOWER RM #5 | 106 | PROGUARD DBS 100 | 100-240V-500Sph | 4 |
| FLOWER RM #6 | 105 | PROGUARD DBS 100 | 100-240V-500Sph | 4 |
| MOTHER RM | 109 | PROGUARD DBS 50 | 100-240V-500Sph | 2 |
| PACKAGING RM | 123 | PROGUARD DBS 50 | 100-240V-500Sph | 1 |
| TRIM RM | 126 | PROGUARD DBS 50 | 100-240V-500Sph | 1 |
| TRM RM | 127 | PROGUARD DBS 100 | 100-240V-500Sph | 1 |



① AIR SANITATION LAYOUT - OVERALL FACILITY
1/8" = 1'-0"



11 9th Street
Suite 120
Columbus, GA 31901
P. (706) 571-0923



1751 Panorama Point
Unit G
Lafayette, CO 80026
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TWISTED HERB CULTIVATION

TWISTED HERB CULTIVATION
6305 Maple Road
Greenville, AL 36037

APPLICATION

Project Number: 22-138
Date: 12/19/2022
Drawn By: VM
Checked By: DR
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| No. | Date | Description |
|-----|------|-------------|
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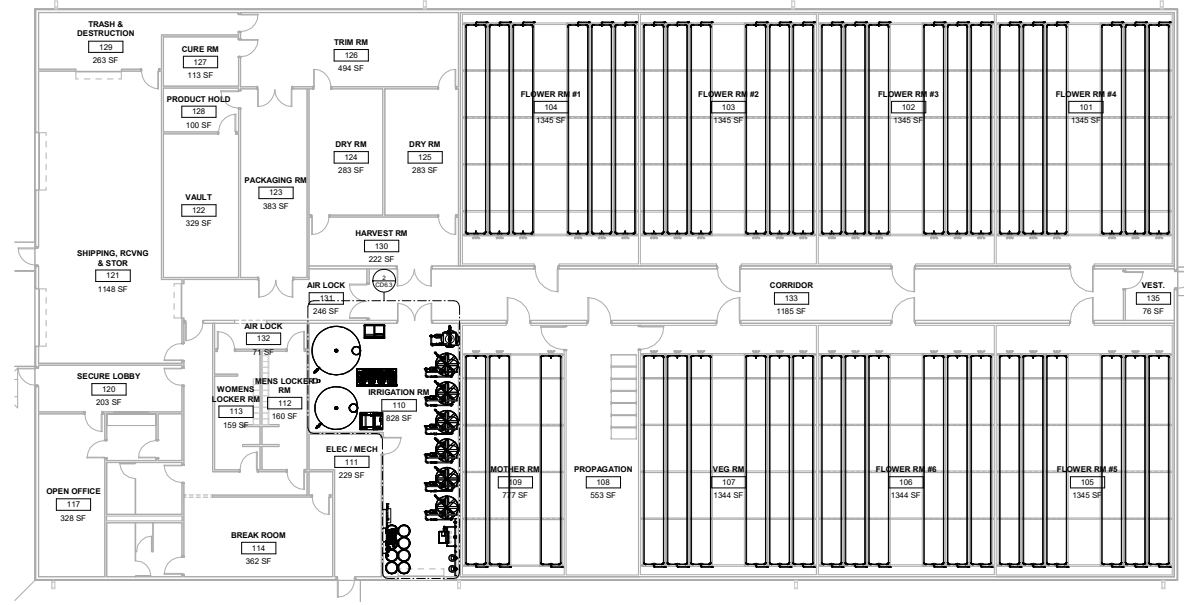
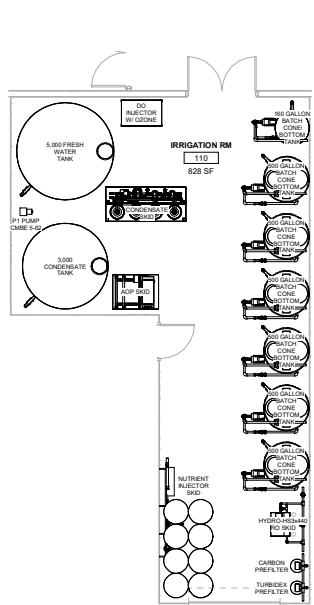
Sheet Description
AIR SANITATION LAYOUT - OVERALL FACILITY

Sheet Number

CD4.1

| SYSTEM MATRIX | | | | | | | | | | | | | |
|----------------|--------------|-------------|--------------------------------------|--------------------------------|-------------|------------------|-------------------------|-------------------------|-----------|----------------------|-------------------------------|----------------------------------|-------------------|
| STAGE | ROOM NAME | ROOM NUMBER | PLANT DENSITY FT ² /PLANT | CANOPY AREA (FT ²) | # OF PLANTS | POT SIZE / MEDIA | EMITTERS / PLANT (#GPH) | FLOW RATE / PLANT (GPM) | ZONE SIZE | ZONE FLOW RATE (GAL) | MAX WATER / PLANT / DAY (GAL) | MAX MIN WATER / ZONE / DAY (GAL) | EMITTERS REQUIRED |
| FLOWER | FLOWER RM #1 | 104 | 2 | 1728 SF | 864 | TBD | 2 (0.32) | 0.64 | 1 ROOM | 9.22 | 0.5 | 432.00 | 1728 |
| FLOWER | FLOWER RM #2 | 103 | 2 | 1728 SF | 864 | TBD | 2 (0.32) | 0.64 | 1 ROOM | 9.22 | 0.5 | 432.00 | 1728 |
| FLOWER | FLOWER RM #3 | 102 | 2 | 1728 SF | 864 | TBD | 2 (0.32) | 0.64 | 1 ROOM | 9.22 | 0.5 | 432.00 | 1728 |
| FLOWER | FLOWER RM #4 | 101 | 2 | 1728 SF | 864 | TBD | 2 (0.32) | 0.64 | 1 ROOM | 9.22 | 0.5 | 432.00 | 1728 |
| FLOWER | FLOWER RM #5 | 105 | 2 | 1728 SF | 864 | TBD | 2 (0.32) | 0.64 | 1 ROOM | 9.22 | 0.5 | 432.00 | 1728 |
| FLOWER | FLOWER RM #6 | 106 | 2 | 1728 SF | 864 | TBD | 2 (0.32) | 0.64 | 1 ROOM | 9.22 | 0.5 | 432.00 | 1728 |
| MOTHER | MOTHER RM | 109 | 5 | 864 SF | 173 | TBD | 2 (0.32) | 0.64 | 1 ROOM | 1.84 | 1 | 172.80 | 346 |
| VEG | VEG RM | 107 | 1 | 2592 SF | 2592 | TBD | 2 (0.32) | 0.64 | 1 ROOM | 27.65 | 0.25 | 648.00 | 5184 |
| TOTAL FACILITY | | | | 13624 SF | 7349 | | | | | 64.79 | | 3472.80 | 16898 |

| EQUIPMENT SCHEDULE | | | | | | | | | | | | |
|----------------------------------|-----------------------|------------|-------------|-------------|--------------------|-------|------------|-----|-----|-------|--|--|
| NAME | WEIGHT AND DIMENSIONS | | | | POWER REQUIREMENTS | | | | QTY | NOTES | | |
| | WEIGHT (LBS) | WIDTH (IN) | LENGTH (IN) | HEIGHT (IN) | VOLTS | PHASE | AMPS | HP | | | | |
| 5000 CONDENSATE TANK | 193 | 36" DIA | - | 55" | - | - | - | - | 1 | 12 | | |
| 5000 FRESHWATER TANK | 193 | 36" DIA | - | 55" | - | - | - | - | 1 | 12 | | |
| 50 GALLON NUTRIENT STOCK TANK | 65 | 36" DIA | - | 55" | - | - | - | - | 1 | 12 | | |
| 50 GALLON BATCH CONE BOTTOM TANK | 65 | 36" DIA | - | 55" | - | - | - | - | 1 | 12 | | |
| 50 GALLON BATCH CONE BOTTOM TANK | 65 | 36" DIA | - | 55" | - | - | - | - | 1 | 12 | | |
| 50 GALLON BATCH CONE BOTTOM TANK | 65 | 36" DIA | - | 55" | - | - | - | - | 1 | 12 | | |
| 50 GALLON BATCH CONE BOTTOM TANK | 65 | 36" DIA | - | 55" | - | - | - | - | 1 | 12 | | |
| CONDENSATE SKID | 1800 | 48" | 84" | 60" | 208 | 3 | TBD | - | 1 | 1 | | |
| 3000 FRESHWATER SKID | 1800 | 48" | 84" | 60" | 208 | 3 | TBD | - | 1 | 1 | | |
| PROPAGATION SKID | 218 | 25" | 25" | 40" | 120/230V | 1 | 20 | - | 1 | 1 | | |
| REFRESH FILTER SKID | 500 | 25" | 25" | 40" | 120 | 1 | 20 | - | 1 | 1 | | |
| P1 PUMP ASSEMBLY | 64 | 8.5" | 11.75" | 18" | 380/208 | 1 | 2.15/7.05A | 2 | 1 | 1 | | |
| PUMP ASSEMBLY | 64 | 8.5" | 11.75" | 18" | 380/208 | 1 | 2.15/7.05A | 2 | 1 | 1 | | |
| URBIOX PREFILTER | 104 | 36" DIA | - | 55" | 208/208 | 1 | 3.72A | 0.5 | 1 | 12 | | |



11 9th Street
Suite 120
Columbus, GA 31901
P. (706) 571-6923

1751 Panorama Point
Unit G
Lafayette, CO 80026
P. (720) 390-3880

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Twisted Herb Cultivation

Twisted Herb Cultivation
6385 Mobile Road
Greenville, AL 36037

APPLICATION

Project Number: 22-138
Date: 12/19/2022
Drawn By: VM
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Sheet Description

IRRIGATION LAYOUT - OVERALL FACILITY

Sheet Number

CD6.3

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December 29, 2022

MEP DESIGN GUIDELINE NARRATIVE FOR TWISTED HERB CULTIVATION

This document has been prepared to record, and establish, the level of quality upon which the project will be based through Design Development. This document is also intended to aid in the preparation of cost estimates and the selection of materials.

PLUMBING

- A. Provide and install the following plumbing fixtures with waste, vent, hot and cold-water compliant systems as required. The following is an anticipated list of fixtures only.
1. Flower Rooms - One (1) Trench Drain and One (1) Cold Water Hose Bib
 2. Veg Room - One (1) Trench Drain and One (1) Cold Water Hose Bib
 3. Mother Room - One (1) Trench Drain and One (1) Cold Water Hose Bib
 4. Dry Room - One (1) Floor Sink
 5. Cure Room – One (1) Floor Sink
 6. Harvest Room – One (1) Floor Sink
 7. Shipping & Receiving – Two (2) Floor Sinks
 8. Break Room - Double Sink
 9. Women’s Rest Room – Two (2) Water Closets, Two (2) Lavatories and One (1) Floor Drain
 10. Men’s Rest Room – One (1) Water Closet, One (1) Urinal, Two (2) Lavatories and One (1) Floor Drain
 11. Women’s Locker Room – One (1) Shower and Floor Drain
 12. Men’s Locker Room – One (1) Shower and Floor Drain
 13. Janitor Closet – One (1) Mop Sink
 14. Irrigation Room – One (1) Trench Drain, Two (2) Floor Sinks, and 1 – 3” water tap with back flow preventor.
 15. One (1) – 50-gallon tank gas water heater to serve hot water fixtures, with hot water return re-circulation loop and expansion tank.
 16. Eight (4) – Hose Bibbs throughout.
 17. Three (3) – Freeze Proof Wall Hydrants.

MECHANICAL

- A. The primary mechanical system used for the cultivation air conditioning will be Purpose-Built air-cooled DX all-in-one units with natural gas heat and built in UV filtration. One of the leading manufacturers of this line of equipment is Desert Aire, but equals are considered. Using purpose-built equipment, the following advantages will be available:
1. More precise control.
 2. Flexibility with Single Packaged Units on grade/roof or split-system options.
 3. Variable speed compressors and fans.
 4. Provides cooling, dehumidification, CO2 control in single unit.
 5. Operational efficiencies 0.9-1.1 KW/ton.



6. Lower evaporator temperatures for better dehumidification capacity. Full modulating hot gas reheat (free energy).
7. Operational down to -40 degrees F. (If needed.)

There is 6 Flower Rooms, and each Flower Room has an estimated load of ~50 tons of total cooling/dehumidification load. This load will be split 50/50 with 2 units per room. CO2 can be distributed into the unit and the unit will be able to control temperature, humidity, and CO2. With 2 units per room, we can distribute the air more uniformly, spread out the weight load and provide redundancy. Each Flower Room will have a CO2 emergency purge fan sized at 1 CFM/SF with air intake at 12" A.F.F. This will be interlocked with the CO2 control and monitoring system. The exhaust will have a carbon filter for odor mitigation control. There will be an outdoor air intake to offset the CO2 purge exhaust and interlocked with the CO2 control and monitoring system.

There is 1 Veg Room and has an estimated load of ~30 tons of total cooling/dehumidification load. This load will be split 50/50 with 2 units per room. CO2 can be distributed into the unit and the unit will be able to control temperature, humidity, and CO2. With 2 units per room, we can distribute the air more uniformly, spread out the weight load and provide redundancy. Veg Room will have a CO2 emergency purge fan sized at 1 CFM/SF with air intake at 12" A.F.F. This will be interlocked with the CO2 control and monitoring system. The exhaust will have a carbon filter for odor mitigation control. There will be an outdoor air intake to offset the CO2 purge exhaust and interlocked with the CO2 control and monitoring system.

There is 1 Mother Room and has an estimated load of ~15 tons of total cooling/dehumidification load. This load will be on 1 unit due to the size of the room. CO2 can be distributed into the unit and the unit will be able to control temperature, humidity, and CO2. Mother Room will have a CO2 emergency purge fan sized at 1 CFM/SF with air intake at 12" A.F.F. This will be interlocked with the CO2 control and monitoring system. The exhaust will have a carbon filter for odor mitigation control. There will be an outdoor air intake to offset the CO2 purge exhaust and interlocked with the CO2 control and monitoring system.

There is 1 Propagation Room and has an estimated load of ~10 tons of total cooling/dehumidification load. This load will be on 1 unit due to the size of the room. CO2 can be distributed into the unit and the unit will be able to control temperature, humidity, and CO2. Propagation Room will have a CO2 emergency purge fan sized at 1 CFM/SF with air intake at 12" A.F.F. This will be interlocked with the CO2 control and monitoring system. The exhaust will have a carbon filter for odor mitigation control. There will be an outdoor air intake to offset the CO2 purge exhaust and interlocked with the CO2 control and monitoring system.

- B. The primary mechanical system used for non-cultivation air conditioning will be air-cooled DX with standalone dehumidification (where needed).

Dry Rooms will have 2-3 standalone dehumidifiers per room along with 2 wall mounted mini-split AC units per room. Each Dry Room will have auxiliary ventilation fans for air circulation. The units will control temperature and humidity.

The remaining rooms will be zoned with "like" rooms on the same system and will utilize standard DX split systems with horizontal units above ceiling supported from structure and outdoor units on grade. Each zone will be sized according to heat gain/loss load for appropriate tonnage and heating size. Wall mounted mini-split AC unit(s) will be utilized for Electrical and Mechanical Rooms. Outside air to each unit per local code.



- C. The Rest Rooms, Locker Rooms, Vault, and Trash & Destruction will all have exhaust ventilation systems to outdoors. This will be accomplished with an exhaust fan per each room interlocked with lights/occupancy. Each exhaust terminal to exterior to be equipped with a carbon filter for odor mitigation.
- D. CO2 piping distribution system with all valves, controls, piping, devices, sensors, etc. for a complete and functioning system interlocked into control system. System shall include at a minimum: PPM Sensors, photocells, horns, strobes, wiring, interlocks, meters/controllers, solenoids, regulators, etc.
- E. All controls to be digital controls functional through a BAS system. BAS controls to include all cultivation or cultivation support areas including fertigation and irrigation. The office and breakroom areas can be stand-alone IECC compliant controls.

ELECTRICAL

- A. Provide main electrical service to building with utility pad mount transformer for a 480/277v/3ph service. Utility transformer to be located exterior on grade utility compliant concrete pad with utility meter and disconnect at building exterior. Main Distribution Panel to be in main electrical room. Distribution panels and transformers throughout for cultivation rooms. Distribution panels and transformers located in electrical room for non-cultivation areas.

Each cultivation room (flower/veg/mother/prop) to have dedicated panels to associated room. Panels to be in corridor outside each room. One (1) panel for grow lighting, one (1) panel for HVAC loads and one (1) panel for misc. electrical loads.

Provide circuits to all HVAC and plumbing equipment identified in the mechanical and plumbing sections.

Provide general purpose receptacles throughout for general use. Maximum six (6) receptacles per circuit. Provide GFCI type receptacle where required by code.

Provide power circuits and control for all indoor grow lighting in cultivation rooms. Coordination with Controls Group.

- B. Provide and install LED lighting fixture throughout meeting code mandated lighting foot candle requirements:
 1. Provide exit signs per egress plan.
 2. Provide egress fixtures to code compliance of egress path.
 3. Provide required IECC compatible controls and switching for all lighting.
 4. Provide exterior lighting around building façade and parking lot lighting with pole lighting.
- C. Provide on-site natural gas emergency generator to provide backup power to owner critical identified items in event of power outage. Provide ATS and associated electrical panels.
- D. All electrical systems will be provided in accordance with National Electrical Code (NEC) and applicable local codes governing electrical installations.

END OF NARRATIVE

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.

William D. McNeal

Printed Name of Verifying Individual

CEO/OWNER

Title of Verifying Individual



Signature of Verifying Individual

12/28/22

Verification Date

Introduction

We are foundationally committed to providing safe medical cannabis products in a secure manner to registered patients in the state of Alabama. We will provide effective controls and procedures to guard against theft and diversion of cannabis, unauthorized access to our premises, and unauthorized access to our electronic systems. Our controls will also include but are not limited to systems to protect against electronic records tampering. We will install, maintain in good working order, and operate a safety and security alarm system at our premises that will provide suitable protection against theft and diversion. We will never cultivate cannabis directly in the ground or outdoors. Ala. Admin. Code r. 80-14-1-.04.06.03. We will implement appropriate security and safety measures including barriers and rigid fencing to deter and prevent unauthorized entrance into areas containing cannabis and the theft of cannabis. We will utilize the Statewide Seed-to-Sale Tracking System as our comprehensive inventory system. Ala. Admin. Code r. 80-14-1-.17.01. We will also implement security measures that protect the premises, patients, our personnel, and our neighbors and community members. Ala. Admin. Code r. 80-14-1-.04.03.

To assist with our security equipment needs, we will utilize DPS Group as our security equipment provider. We have already executed an LOI with DPS Group, which we will provide to the AMCC upon request. DPS Group has specialized over the past nearly two decades by working in city, county, state, and federal correctional facilities and courthouse complexes all across the United States. Their ability to comfortably perform in all of our aspects of security work gives them a flexibility, agility, and knowledge to change with the ever-evolving contracting market. They will offer a unique single source for our electrical, security electronics, and facility equipment needs. With over 100 years of combined experience, their staff has a level of expertise that makes DPS Group an expert in the security services field. We believe they will serve as the ideal security equipment provider for our cannabis cultivation facility in Alabama.

18.1 – Twenty-Four-Hour Alarm Systems

We will equip our facilities with 24-hour intrusion detection hardware and technology, including a commercial-grade, professionally monitored security alarm system installed by an Alabama-licensed private alarm contractor or private alarm contractor agency. Ala.

Admin. Code r. 80-14-1-.04.05.a. This complex but highly customizable system will always remain operational and will actively secure all windows and points of ingress or egress. Ala. Admin. Code r. 80-14-1-.04.05.d.08. We will also maintain a backup system that activates immediately and automatically upon a loss of electrical support and that immediately issues either automatic or electronic notification to State or local police agencies of the loss of electrical support. Our security system will include the use of professional-grade motion detectors, pressure switches, panic alarms, specialized security lighting, video cameras, and other equipment working in tandem to protect all areas where cannabis or medical cannabis products are delivered, received, handled, stored, prepared, processed, tested, packaged, labeled, or readied for transport. Ala. Admin. Code r. 538-x-9-.03.03.m.01.

Our alarm system will feature immediate automatic or electronic notification to alert cannabis business personnel and local police agencies to an unauthorized breach of security or an alarm or system failure at our facility. If a failure of our security alarm system due to a loss of electrical support or mechanical malfunction is expected to last longer than eight hours, we will notify the Alabama Medical Cannabis Commission (“the AMCC”), implement alternative security measures approved by the AMCC, or close the authorized physical addresses impacted by the failure or malfunction until the security alarm system is restored to full operation.

Our alarm systems will feature multiple different types of alarms for use under different emergency circumstances. Our alarms will include both silent “duress/holdup alarms” and audible “panic button alarms.” Ala. Admin. Code r. 538-x-9-.03.03.m.02. The alarm systems will be connected to the facility fire detection system to facilitate warnings for any emergencies. All audible alarms will feature different and distinct alert sounds for each alarm type, and management will train employees on how to react to each alarm.

We will use a **Honeywell V128BPT Control Panel** or similar as our alarm panel to integrate intrusion detection, video surveillance, and access control functions, providing a fully integrated security solution. Throughout the facility, **Honeywell 6160 Alpha Display Keypads** or similar will allow for alarm system control. Alarms will interact with the VSS to provide live video from each camera associated with an alarm. Alarms will provide full coverage of our facility to detect any unauthorized entry attempt. Intrusion detection alarm systems will secure our facility against unauthorized access 24-hours-per-day, 7-days-per-

week. Intrusion sensors will include the following, or similar: **Bosch Glass Break Detectors** or similar on all windows; **Bosch ISC-CDL1-W15G Commercial Series TriTech Motion Detector Motion Detectors** or similar throughout the facility using passive infrared, with adjustable sensitivity and wall-to-wall coverage; heat/smoke detectors; carbon monoxide detectors; and, other environmental sensors.

18.2 - Alarms

Our security systems will feature multiple types of alarms for use under different emergency circumstances. Our alarms will include both silent “duress/holdup alarms” and audible “panic button alarms.” Ala. Admin. Code r. 538-x-9-.03.03.m.02. The alarm systems will be connected to the facility fire detection system to facilitate warnings for any emergencies. The alarm control panel will be located in our security room, with restricted access. Ala. Admin. Code r. 80-14-1-.04.05.d.09. All audible alarms will feature different and distinct alert sounds for each alarm type, and management will train employees on how to react to each alarm. Panic and duress alarms will be strategically located in reception areas and at all ingress and egress points. Ala. Admin. Code r. 538-x-9-.03.03.m.02. Trained personnel will activate alarms in the event of unauthorized facility access.

18.3 - Broadcast Communication Devices

Multiple types of professional broadcast communication devices will form the backbone of our ability to respond to any threat quickly and efficiently. These devices will include an intercom system with video such as the **Aiphone IXG series**, or comparable system, and two-way radio transmitters including the **Garmin Rino 750 or similar two-way handheld radio systems**. All communication systems and devices will be capable of transmitting information clearly to anyone within earshot of the employee or device receiving the communication. Ala. Admin. Code r. 538-x-9-.03.03.m.03.c. We will conduct regular system tests to guarantee audibility and clarity.

Hardwired communication devices will be installed or available at all ingress and egress points, reception areas, and the security office, while mobile communication devices will be carried by each employee. Ala. Admin. Code r. 538-x-9-.03.03.m.03.a; Ala. Admin. Code r. 538-x-9-.03.03.m.03.b. All employees will be trained in the correct operation of all

communication systems. These policies and practices are documented in our Employee Handbook, and our Policies and Procedures Manual, which all employees and managers must read and provide written acknowledgement of receipt and understanding.

18.4 – Audio and Visual Surveillance

We will professionally affix and position video cameras and other security equipment in sufficient quantity and quality to cover all areas of our premises. We will install all cameras so that lenses will not be obstructed, easily tampered with, or disabled, such as by placing cameras high enough to be out of reach without a ladder. We will instruct our surveillance system installers to position cameras in locations that maximize the quality of facial images, bodily images, vehicle descriptions, and license plate numbers, while avoiding backlights and physical obstructions. Ala. Admin. Code r. 80-14-1-.04.03.d.

Video surveillance cameras will operate 24-hours-per-day, 7-days-per-week to record all activity both inside and outside of our facilities. Ala. Admin. Code r. 538-x-9-.03.03.m.04; Ala. Admin. Code r. 538-x-3-.05.03.m.16.k.iii. For the safety of our personnel, patients, and premises, we will also record the exterior of our facility, including parking lots and transportation areas so that all vehicle license plate information can be captured. Ala. Admin. Code r. 80-14-1-.04.05.c. Our video surveillance system (“VSS”) will include the use of specialized lighting, high-definition video cameras, and security monitors, to record all areas where cannabis or medical cannabis products are cultivated, received, prepared, processed, delivered, handled, stored, tested, packaged, labeled, or readied for transport. Ala. Admin. Code r. 538-x-9-.03.03.m.01; Ala. Admin. Code r. 80-14-1-.04.05.c. The VSS will provide a clear, non-obstructive, date and time stamp on all monitors and recordings.

All original tapes or digital pictures produced by this system will be stored in a safe place with a 60-day archive. Ala. Admin. Code r. 80-14-1-.16.02. We will specifically safeguard audio and video recordings of potential diversion events for at least two years, or until the diversion incident has been fully resolved, including the prosecution and disciplinary action of any persons involved in the incident. At the request of the AMCC, its inspectors, or law enforcement officials, we will store any digital recordings for a longer period.

We will utilize digital archiving devices, including a **VIVOTEK NR9681 Network Video Recorder** or similar. Our VSS system will feature the ability to capture audio at multiple

locations throughout our facility, allowing us to monitor and record audio including conversations and other audible activities within camera range to a level of 20 decibels. Ala. Admin. Code r. 538-x-9-.03.03.m.04; Ala. Admin. Code r. 538-x-3-.05.03.m.16.k.iii. We will use cameras, such as the **AcuSense Fixed Bullet Camera** with Strobe Light and Audio Alarm or similar; **TZ Cameras 4 MP 42 × Network IR Speed Dome, 24 VAC and Hi-PoE** or similar; 90-, 180-, and 270-degree cameras at key locations within the facility; and Outdoor network thermal bullet camera, including: 3mm lens, intrusion, and line cross, temperature exception alarm, fire detection, Audio & Alarm I/O, or similar. Our cameras will have motion activated capabilities.

Continuously operating surveillance cameras will clearly monitor all critical control activities of our cannabis cultivation business. Ala. Admin. Code r. 538-x-9-.03.03.m.04. For the AMCC, our VSS will have direct feed and login capabilities, allowing real-time access, monitoring, and reverse functionality, via a secure internet connection. Law enforcement agencies may also be given this accessibility, as directed by the AMCC. Surveillance cameras will interface with our facility intrusion detection alarm system to show live or recorded video or switch any camera in the system to a live monitor automatically, based on an alarm trigger. We will install adequate lighting to surveil interior and exterior areas of the property at all times of night or day, which will illuminate all entrances and exits. Ala. Admin. Code r. 538-x-9-.03.03.m.04. Security personnel will conduct regular verifications of lighting equipment to keep interior and exterior lighting in good working order and to make sure that wattage is sufficient for security cameras to capture facial and vehicular details. Ala. Admin. Code r. 538-x-9-.03.03.m.04. We will strategically locate interior and exterior lighting to provide illumination sufficient to deter nuisance and criminal activity and facilitate surveillance, and we will make reasonable efforts to not disturb surrounding businesses or neighbors. Ala. Admin. Code r. 538-x-9-.03.03.m.04.

18.5 – Perimeter Protection

Our cultivation facility will be surrounded by perimeter barriers that deter unauthorized access and limit the visibility of our facility. Ala. Admin. Code r. 80-14-1-.04.03.a; Ala. Admin. Code r. 80-14-1-.08.01. We will carefully plan our exterior landscaping and lighting to maintain the area around the facility in ideal conditions for video and visual surveillance. We

will keep the immediate area surrounding the facility clean and clear of visual obstructions, including bushes and trees. Keeping this area clear will allow for effective visual and video surveillance, while also preventing intruders from using terrain and vegetation for concealment. We will strategically locate interior and exterior lighting to provide illumination sufficient to deter nuisance and criminal activity and facilitate surveillance. Ala. Admin. Code r. 538-x-9-.03.03.m.04. We will make reasonable efforts to not disturb surrounding businesses and neighbors with our security lighting.

Our cultivation facility will be well-protected by a commercial-grade fence and parking lot barrier structures combined with an integrated lighting system to deter any potential intruders or unauthorized access of our property. Ala. Admin. Code r. 538-x-9-.03.03.m.05.

The security lighting systems that we will deploy and maintain will provide ample lighting to permit all video surveillance equipment to function properly 24 hours per day and provide images of such clarity that any persons and activities filmed can be identified, including on the perimeter or borders of our property. Ala. Admin. Code r. 538-x-3-.05.03.m.16.k.iv. Our lighting strategies, technology, and equipment will increase during dusk and dawn, and in all other ambient light environments. Ala. Admin. Code r. 538-x-9-.03.03.m.05. This lighting technology will extend to the interior of our facilities, where all areas occupied by staff, and all areas that contain cannabis, will feature lighting sufficient to identify any person and activities captured via still images and video. Ala. Admin. Code r. 538-x-9-.03.03.m.05. Our security lighting may be modified as necessary to include motion control sensors and to protect cultivation light-dark cycles.

18.6 – Exterior Doors

All exterior doors at our facility will be designed and reinforced to withstand unlawful forcible entry. Windows and doors will be kept to the minimum number necessary for safe and efficient facility operation. Certain doors may feature multi-point locking systems that include bolts and mechanisms that secure each door at multiple points around the door frame to prevent doors from being pried open, including door contact alert mechanisms to signal unauthorized entry. All doors will comply with fire code specifications, such as ‘fall bars’ that will open all locks so that escape in the event of a fire will not be hindered.

Triggering such safety measures will trigger special alarms to alert security personnel of the situation, who can then respond appropriately.

Facility doors, windows, and points of entry will always remain locked, protecting against outside intruders while allowing free egress by the facility's occupants in the event of an emergency. Ala. Admin. Code r. 538-x-9-.03.03.m.06. All doors will be self-closing and self-locking. All traditional facility locks will be UL-listed commercial grade, nonresidential door locks with burglary resistant lock cylinders designed to prevent lock-picking. We will also install keycard locks, which will permit ingress to employees and other appropriate persons only. Ala. Admin. Code r. 538-x-3-.05.03.m.16.k.v. We will institute strict policies prohibiting keys from being left in locks, doors being left open, and keys or keycards being left in areas where they could be accessible to unauthorized persons.

18.7 - Exterior Walls

We will construct and retrofit our facility to reinforce our exterior walls and windows in accordance with all requirements from the AMCC. We will also minimize the number of windows at our facility, to limit security risks. Reinforced walls and windows will prevent forcible entry, deter unlawful entry, and help maintain the overall safety and security of our staff, our cannabis, and Alabama patients. Ala. Admin. Code r. 538-x-3-.05.03.m.16.k.vi. Ala. Admin. Code r. 538-x-9-.03.03.m.07. We will work with a licensed contractor to build out exterior walls are reinforced according to industry best practices and comply with applicable construction codes. We will also regularly inspect and review our exterior walls for security and compliance. Any changes or updates will be performed promptly, as needed, to conform with updated guidance from the AMCC and other local governing bodies.

Our cultivation facility will be housed in a stand-alone enclosed facility. The entirety of our premises will be self-contained and will not be accessible to nor usable by any neighbors, other businesses, contractors, or any individuals not employed by our company. We will never display any advertisement of our business on the exterior of our facility. Ala. Admin. Code r. 80-14-1-.18.02. Our facility will feature separate points of ingress and egress accessible only by keycard. Areas that contain cannabis will be electronically protected, for use strictly by authorized individuals including our employees, AMCC or Department representatives and their agents or guests, and other qualified individuals.

18.8 – Security Staffing

We will provide and maintain a plan for sufficient staffing of security guards at each facility where cannabis and medical cannabis is present to reasonably safeguard the products stored therein. Ala. Admin. Code r. 538-x-9-.03.03.m.08. We will determine adequate security personnel based on: the location, number of individuals with access, the quantity of cannabis stored, the inventory system capabilities, and the findings of root cause analyses for security breaches or inventory discrepancies. Alongside the VSS and alarm system, our Security Officers will be the first line of safety. To this effect, we have already secured a contract with Ingram Risk Consultants to provide on-site armed Security Officers for our facility. Ingram Risk Consultants is a reputable security services provider in the Greenville, AL area and they have been trusted by numerous businesses to provide reliable Security Officers for facility protection and safety.

We will designate a Director of Security (“DOS”) with responsibility for overall facility security, including adherence to security requirements; conducting semiannual audits of security measures to identify areas of needed improvements; implementation of corrective actions related to safety; employee training on security measures and controls; and, the prevention of theft of cannabis, or cannabis products. Our DOS William Ingram is the founder and operator of Ingram Risk Consultants and former Chief of Police for The City of Greenville for over 30 years. His expertise in managing security risks and providing seamless security services will provide our business with the expertise necessary to implement an effective and resilient security plan.

Security Officers will report to the DOS and have a variety of responsibilities, including: open and close of the facility each day with a manager; checking valid identification for individuals on our premises; maintaining a vigilant and pleasant presence; reporting possible security risks to the DOS, COO, or another manager immediately; carefully observing staff and visitor actions; and, overall security of our facilities.

At least one Security Officer will be on the premises during operating hours, and any onsite Security Officer will be thoroughly trained in hazard, burglary, and emergency situations to protect the facility and community. Ala. Admin. Code r. 538-x-9-.03.03.m.08. Our security personnel will regularly patrol the perimeter of the facility to identify signs of

intrusion and to confirm that all perimeter security equipment is in good condition and functioning properly. All Security Officers employed at our facility will be properly licensed by state and local authorities and possess any necessary valid identification whenever they are on the premises.

Security Officers will only allow visitors who have a legitimate purpose or legal authorization and valid, government-issued identification verifying their identity and age to enter the facility. As part of their daily duties, Security Officers will retrieve the visitor log at the start of business and return it at the end of the day, requiring all visitors to sign in and out. Security Officers will respond to suspicious or emergency situations and coordinate with law enforcement to write incident reports, including an accurate daily activity log with time, location, and detailed descriptions of security issues. Other daily procedures will be dictated by the DOS once the facility is licensed and will be followed closely by Security Officers and all employees.

18.9 – Strict Access Controls

Everyone on our premises will have their entry and exit times logged and will receive an identification badge while at our facility. Ala. Admin. Code r. 80-14-1-.04.05.b. We will distinguish and safeguard areas of our facility demarcated as Limited Access Areas (“LA”) and Restricted Access Areas (“RA”). We will implement strict access controls to protect areas where cannabis or medical cannabis is handled or stored – in a secured and locked vault. Ala. Admin. Code r. 538-x-3-.05.03.m.16.k.viii. We will limit access to cannabis storage and cultivation areas to the minimum number of authorized personnel necessary to maintain safe and orderly operations.

Our management team will maintain a list of authorized individuals for each area. In our business records and inventory system, we will identify authorization access of our personnel, including any revocation of previous authorizations. All handling and storage of our daily monetary receipts and other confidential business documents will be conducted in enclosed, secured, locked RAs, under constant video surveillance with electronic keycard access for authorized individuals. Ala. Admin. Code r. 538-x-9-.03.03.m.09.

At a minimum, we will employ the following storage areas, which will be LA or RA and segregated from each other: for business records, including daily monetary receipts; for

newly received cultivation materials or usable cannabis; for batches of usable cannabis awaiting release for distribution for personal use pending written reports confirming they meet specifications; quarantined space for any usable cannabis suspected but not yet confirmed to be contaminated, including usable cannabis returned as part of a complaint or recall process; and, a waste disposal room for cannabis waste and products awaiting destruction. We will establish a separate and distinct storage area for quarantine of any cannabis seed, cutting, clone, immature cannabis plant, batch or lot of cannabis, or cultivation material or component whose suitability for use or distribution is in question; this will prevent its use and distribution, or confusion with quarantined products, pending disposition by quality control personnel. We will store our medicinal cannabis in a pharmaceutical grade vault compliant with DEA regulations. 21 C.F.R. § 1301.72 (a)(3).

All cultivation and storage activities will occur in enclosed, locked RAs at our licensed premises, under constant video surveillance, with electronic keycard access control systems limiting access to employees whose duties necessitate such access. Ala. Admin. Code r. 80-14-1-.04.03.b; Ala. Admin. Code r. 80-14-1-.04.03.c. Staff will log all activities involving cannabis in our inventory system. Ala. Admin. Code r. 80-14-1-.04.05.f. Cultivation will take place with each batch in individual receptacles, which will foster portability and proper monitoring of the plant and limit cross-contamination. Ala. Admin. Code r. 80-14-1-.04.06.01. Each plant within the batch will be clearly identifiable and distinctly traceable. Ala. Admin. Code r. 80-14-1-.04.06.02. When it is necessary for visitors to be present in or passthrough cannabis item storage areas, we will provide observation of the area by our personnel whom we have specifically authorized by policy or job description to supervise the activity.

18.10 - Records

We will constantly update a list of all persons on our premises and maintain these records for at least two years. Ala. Admin. Code r. 538-x-9-.03.03.m.10. Our report will include all employees, vendors, transporters, other licensees, AMCC officials, and all others. Each record will indicate the individual's name, the date, time of entry, time of exit, and reason for their presence. All interactions with cannabis, including any movement within our cultivation facility, will be recorded in the statewide seed-to-sale system. Ala. Admin. Code r. 80-14-1-.04.05.g.

We will retain all records for at least two years. Ala. Admin. Code r. 80-14-1-.16.01. We will maintain all company records electronically on internally linked, secure business management platforms (“BMP”). The COO will set up and monitor BMPs on desktop computers located throughout our proposed facility. We also will maintain physical records where required by statute, regulations, or AMCC request. Physical records will be kept in a locked cabinet within the manager’s office, a restricted access area. If requested by the AMCC or law enforcement, we will maintain records securely and confidentially indefinitely.

The BMPs present on each individual desktop will vary depending upon its location within the proposed facility and its primary user. Through physical documentation review for all procedures requiring input into a BMP, we will faultlessly transfer information. Employee training will also outline the proper storage and filing of all original documents once staff have entered them into BMPs.

18.11 – Employee Identification

We will issue identification badges to employees, which will also be their keycard. Employees will wear identification badges that clearly identify them as employees while on duty and while on our premises. Ala. Admin. Code r. 538-x-9-.03.03.m.12. Facial images and ID cards will be constantly visible to video surveillance systems. Ala. Admin. Code r. 538-x-3-.05.03.m.16.k.iii. If an employee reports to work without his or her identification badge, we will not allow the employee to enter the facility. Additionally, if an employee fails to renew their issued identification badge prior to its expiration, we will not allow the employee to resume work for us until they have obtained a renewed identification badge from our organization. We will establish procedures for employees to report lost or stolen identification badges, which will include immediate notification of the Alabama State Police and AMCC upon discovery of the loss or theft, as well as revocation of the access permissions of that badge.

18.12 – Visitors

Visitors, including AMCC members, inspection personnel, or other representatives, will wear a “visitor pass” or “AMCC Official” pass, as applicable, at all times while on the premises. Ala. Admin. Code r. 538-x-9-.03.03.m.13; Ala. Admin. Code r. 80-14-1-.04.05.b. Our security

team has procedures for receiving visitors, and visitors will always be accompanied by a staff escort. All visitors will enter the facility through the designated primary entrance, which we will clearly mark with signage to facilitate easy identification by visitors. Signs will also include a notice of audio-visual recording and denote exclusive entry for authorized individuals only.

Management will provide appropriate access for vendors and AMCC-authorized individuals, including inspectors. All non-employees must report and record the reason for their presence. Ala. Admin. Code r. 80-14-1-.04.05.b. We will always accommodate Department of Agriculture and Industry (“the Department”) representatives for a facility inspection. Ala. Admin. Code r. 80-14-1-.10; Ala. Code § 20-2A-52.

18.13 – Report Theft or Diversion

We will report theft, diversion, or other loss of cannabis or medical cannabis to the AMCC and law enforcement within 24 hours of the event, or its discovery. Ala. Admin. Code r. 538-x-9-.03.03.m.14. We will create and maintain good relationships with open lines of communication to the AMCC and local law enforcement, and we will abide by all AMCC rules regarding communication and incident reporting. Ala. Admin. Code r. 80-14-1-.20.01. Our DOS will personally introduce themselves to local law enforcement prior to the commencement of our operations. They will also provide contact information, for themselves and for our business generally.

To prevent our cannabis inventory from entering the grey market through diversion, we will implement comprehensive investigation and reporting protocols for suspected diversion. Any discrepancy in weekly inventories, abnormality in random inventory audits, reports by employees of suspicious activity, a security breach, or unauthorized access of an RA, will trigger an investigation. **The Director of QA/QC will lead all investigations and work with the Inventory Manager, COO, DOS, and Chief Executive Officer** to improve policies concerning diversion. Following any investigations, our management will conduct an assessment to determine the root cause and additional safeguards to prevent subsequent security breaches. As part of our reporting procedures, we will also seek feedback from the AMCC and implement any additional safeguards deemed necessary.

Employee Diversion Prevention Training

Employee training will include instruction on our policies regarding diversion prevention, including our zero-tolerance policy toward diversion or theft of cannabis. The employee handbook will detail these policies, which we will require all employees to read and sign to confirm their understanding of, and agreement to, all diversion prevention policies, prior to beginning work at the facility.

Part of employee diversion training will involve instruction on how to identify diversion, including signs of possible diversion, suspicious activities, and discrepancies in inventory records. Our policy requires employees to report any suspected diversion or suspicious activities to a member of management, who will then initiate an investigation. To encourage and facilitate prompt and accurate reporting, we will implement an anonymous reporting system that will allow employees to report potential diversion without disclosing their identity. All employees will be trained on these policies, including transportation personnel.

Anti-Pilferage Procedures

All cannabis handling activities will occur indoors and within view of surveillance cameras. In cannabis production areas, we will require staff to wear pocketless Tyvek coveralls or similar garments to prevent concealment of cannabis in pockets. We will only permit employees to use clear drinking receptacles, such as clear plastic bottles, so that cannabis may not be hidden within them. We will prohibit employees from carrying bags or backpacks into RAs; employees must secure any bags or backpacks in the employee storage lockers located inside the facility, directly next to the rear employee entrance. At the end of every workday, a member of management will search all employee bags or backpacks under view of a surveillance camera prior to allowing employees to depart. All employees will agree to this search when signing the employee handbook.

Whenever possible, employees will work in groups of at least two, for accountability. To limit opportunities for internal diversion, the COO and departmental managers will arrange shifts so that a manager is always on duty at the facility during operating hours and so that no non-management employee is ever left alone at the facility.

18.14 - Applicant's Verification: Availability of Security Related Information

The undersigned verifies that we will make available to the AMCC or its inspectors all information relating to our security plan. This will include access to security alarm systems, activity, and monitoring, as well as maps of camera locations and coverage. A continuously updated list of our authorized personnel will always be available through the seed-to-sale tracking system; we will also provide physical copies of this list if requested. We will further provide audio and video footage, surveillance equipment maintenance logs, operational security instructions, and any other security-related information deemed relevant by the AMCC or its inspectors.

William D. McNeal

Printed Name of Verifying Individual

CEO/owner

Title of Verifying Individual

William D. McNeal

Signature of Verifying Individual

12/29/22

Verification Date

Conclusion

We view the AMCC as a partner in our endeavor to operate a maximally compliant medical cannabis facility. A crucial component of our role in this partnership is creating,

implementing, and training our staff on strong security procedures. We will make all information related to our security plan available to the AMCC and the Department. Ala. Admin. Code r. 538-x-7-.03.02.e.xvi. Our business will provide rapid and efficacious assistance to the AMCC in its mission to maintain the safety and integrity of the regulated medical cannabis market in Alabama.

Any and all redactions made within this document are personal identifiers and are made solely to protect the owners and/or employees of Twisted Herb Cultivation, LLC.

I cite Alabama Code Section 36-12-40.

For home addresses and phone numbers specifically, I additionally cite "Opinion of Alabama Attorney General #96-00003".

For social security numbers specifically, I additionally cite "Alabama Code Section 41-13-6" and "Opinion of Alabama Attorney General #2010-074".

William D McNeal – CEO/Owner of Twisted Herb Cultivation, LLC.

 3/12/23

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.

William D. McNeal
Printed Name of Verifying Individual

CEO/OWNER
Title of Verifying Individual


Signature of Verifying Individual

12/26/22
Verification Date

FORM G: PERSONNEL ROSTER & VERIFICATION

Twisted Herb Cultivation, LLC

Business License Applicant Name

Cultivator

License Type

Complete the following information, current to within thirty (30) days prior to the date of application, for all personnel (each leader and employee) affiliated with the Applicant. Attach additional forms if necessary.

William D McNeal

Leader/Employee Name

CEO/Owner

Title/Position

[Redacted Name]

SSN

Telephone

Email

[Redacted SSN]

Street Address

[Redacted Street Address]

AL

[Redacted State]

City

State

Zip

Michael A Whiddon

Leader/Employee Name

COO/Owner

Title/Position

[Redacted Name]

SSN

Telephone

Email

[Redacted SSN]

Street Address

[Redacted Street Address]

AL

[Redacted State]

City

State

Zip

Ronald Scott Seawright

Leader/Employee Name

CCO/Owner

Title/Position

[Redacted Name]

SSN

Telephone

Email

[Redacted SSN]

Street Address

[Redacted Street Address]

AL

[Redacted State]

City

State

Zip

Marie E McNeal

Director of social equity & outreach

Leader/Employee Name

Title/Position

SSN

Telephone

Email

Street Address

City

AL

State

Zip

Greta Whiddon

General Manager

Leader/Employee Name

Title/Position

SSN

Telephone

Email

Street Address

City

AL

State

Zip

Staci Butts

HR Manager

Leader/Employee Name

Title/Position

SSN

Telephone

Email

Street Address

City

AL

State

Zip

Johnathan Butts

Director of Community Engagement

Leader/Employee Name

Title/Position

SSN

Telephone

Email

Street Address

City

AL

State

Zip

Nathaniel Johnson

Director of Cultivation

Leader/Employee Name

Title/Position

SSN

Telephone

Email

Street Address

CA

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

Hollie Seawright

Director of Marketing & PR

Leader/Employee Name

Title/Position

SSN

Telephone

Email

Street Address

AL

City

State

Zip

William Lonzo Ingram

Director of Security

Leader/Employee Name

Title/Position

SSN

Telephone

Email

Street Address

AL

City

State

Zip

Tamera Shirley

Director of QA/QC

Leader/Employee Name

Title/Position

SSN

Telephone

Email

Street Address

AL

City

State

Zip

Applicant Verification: The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes a complete and accurate roster of personnel of the Applicant. The undersigned further verifies that, if the Applicant is issued a business license, each individual listed hereinabove (and attached, as necessary) will be registered to the AMCC website and will undergo appropriate pre-employment background checks.

William D. McNeal
Printed Name of Verifying Individual

CEO/OWNER
Title of Verifying Individual

William D. McNeal
Signature of Verifying Individual

10/26/22
Verification Date

Exhibit 20 - Business Leadership Credentials

Verification

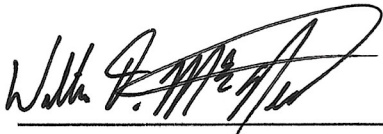
The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

William D. McNeal

Printed Name of Verifying Individual

CEO/Owner

Title of Verifying Individual



Signature of Verifying Individual

12/28/22

Verification Date

20.1 – Curriculum Vitae

Our most valuable and important asset is our people, and we will clearly demonstrate and substantiate this value within our business. Our team offers an exceptional level of relevant experience for serving the medical cannabis patients in Alabama, and in this section, we will quantify the extraordinary skills, resources, and service level of our company by describing the education, experience, and other credentials of our leadership employed at the facility. Our team also includes Science- and Engineering- Based Employees, as well as Employees with a Business Background in accounting, finance, managing, marketing, advertising, and public relations.

Education – Certifications, Degrees, Titles

Nathaniel Johnson, our Director of Cultivation (“DOC”), earned a Bachelor of Science degree in Environmental Science, is OSHA 30 Certified, and holds a private Pesticide Applicator Certification – this experience is critical to our cultivation operations.

Greta Whiddon, our General Manager (“GM”) earned a Master of Science in Curriculum, Instruction and Assessment, which will serve our company well as she recruits, trains, and manages our employees.

John Butts, our Director of Community Engagement (“DCE”), holds a Bachelor of Science in Secondary Education Social Science.

Staci Butts, our HR Manager, earned a Master of Arts in Secondary Education Social Science and a BS in Political Science and Business Management, making her perfectly suited to work with our people.

Tamera Shirley, our Director of QA/QC (“DQAQC”), earned a Master of Science in Cell Biology, and a Bachelor of Science in Zoology, and is trained in ExAct and ExSpec.

William Ingram, our Director of Security (“DOS”), is a graduate of the Southeast Alabama Police Academy, the FBI National Academy, and the United States Air Force Law Enforcement Specialist Course.

Experience –history of jobs that relate to the role at hand

Our CEO, Bill McNeal, is the owner of a large poultry farm in Alabama, and through this role has significant experience in running a complex company, and more than 30 years of experience managing various aspects of agriculture.

Our DOC has more than 10 years of direct experience in the management of cultivation facilities in California.

Scott Seawright, our CCO, is the owner of many businesses in multiple industries, and employs more than 300 individuals.

Our DOS is the owner of a licensed security firm, and has more than 30 years of direct law enforcement experience, most of it as a Chief. He was also the Public Safety Director for Daleville, Alabama.

Our Director of Marketing and PR is a career sales and marketing director and licensed real estate agent.

Our Director of Community Engagement is well suited for his role as a long-time advocate and lobbyist for medical cannabis access for patients in Alabama.

As the owner of a farm and with a career in agriculture backing his experience, our COO is well-adapted to managing large-scale farming and cultivation operations.

Our CCO is a compliance expert and is accustomed to working in highly regulated fields.

Our DQAQC is a career quality manager, having served in very similar roles in other industries.

Credentials –Licenses; Research; Publications; Special memberships; associations, Boards, awards etc.

Our GM has earned Greenville Middle School Teacher of the Year 2000, WSFA Class Act Award, and is a current member of the Butler County Education Association, National Education Association, and Alabama Education Association.

Our CCO holds a Federal Firearms License, an Alabama Liquor License, and a Pilot's License.

Our Director of Marketing and PR ("DMPR"), Hollie Seawright, is a Licensed Commercial and Personal Lines Real Estate Agent in Alabama.

Marie McNeal, our Director of Social Equity and Outreach ("DSEO"), has won the Secondary Teacher of the Year for McKenzie School in McKenzie, Alabama.

Tamera Shirley, our Director of QA/QC, is a Certified Food Defense Coordinator, an HACCP Lead Instructor for the International HACCP Alliance with HACCP Certification

Our DOS is a Lifetime Member of the Alabama Peace Officer Association, the International Association of Chiefs of Police, the Alabama Association of Chiefs of Police, and the FBI National Academy Associates.

Our CEO holds a Professional Animal Auditor Certification, and is the inventor and owner of US Patent # 10,806,152 B1 for a device that correctly euthanizes adult poultry.

Science- or Engineering- Based Employees

Director of Cultivation Nathaniel Johnson

Nathaniel is the current DOC for 2 commercial cannabis farms in California, growing outdoors and under indoor mixed light conditions. In this role, he implements and enforces company cultivation policies, drafts and maintains SOPs, manages the budget, selects, purchases, and maintains all cultivation equipment, and hires, trains, and supervises all cultivation staff. Prior to this, Nathaniel was Cultivation and Operations Manager for 7 years for a farm management company, overseeing all cultivation operations for multiple facilities, and was responsible for staff of 30+. In these roles Nathaniel gained significant experience in water reclamation, cloning, drying, curing, transplanting, nutrient application, IPM, and, notably, the use of the Metrc Seed to Sale Tracking System.

Director of QA/QC Tamera Shirley

Our DQAQC is a career complex quality assurance manager, currently with Koch Foods in Montgomery Alabama. Tamera is directly responsible for ensuring that all regulatory and prerequisite programs in both complexes meet the intent of the USDA regulations, and she successfully developed complex quality and food safety programs. Her prior roles include NEAL Complex Quality Assurance Manager for Pilgrim's Pride Corp, where she effectively managed all phases of quality assurance, customer relations, audits, specifications and government requirements for three poultry plants – slaughter, further processing/ready-to-eat, and retail. Prior to this, she was a Quality Assurance Manager for Gold Kist, Inc., where she directed and coordinated two supervisors and twenty-six technicians to ensure compliance with all complex SSOP, HACCP and customer requirements in a fast-paced environment encompassing ready-to-eat and par-fried lines for a variety of customers.

Accounting and Finance

CFO, Accountant – Third Party Contractor

Branum and Company, PC

Branum & Company, P.C. is one of the leading local accounting and consulting firms in southeast Alabama. They have been serving clients in the Greenville and surrounding area from the same location for almost 20 years. During that time, they have earned the reputation for a commitment to excellence and have secured the respect and trust of their clients in providing high quality accounting services.

Management Experience

CEO, William McNeal

Our CEO has worked in agriculture since 1990, starting on a protected-use tree farm in Georgia. He currently owns a pullet farm with a head count of 82,000, and a broiler farm with an average head count of 168,000. Serves as Live Operations manager for Koch Foods, our CEO manages every aspect of a multi-million-dollar poultry business, adhering to a biosecurity program to ensure no spreading of poultry related diseases, hatching 1,600,000 chicks/week, and responsible for more than 100 employees. In this role, our CEO must also maintain OSHA and federal DOT compliance, as well as adhering to USDA PVP (federally regulated program that makes sure that no antibiotics important for human medicine are used in our process).

CCO Ronald Scott Seawright (Scott)

As the owner of numerous businesses, our CCO already employs over 300 people. He is currently the owner & Vice President of J&R Lumber Supply Co in Ashville, a General commercial contractor specializing in poultry farm buildouts, which use similar buildings as cannabis cultivation facilities. Scott has spent 31 years with this company. He is also the owner of a convenience store that holds an Alabama Liquor License and sells gasoline. Additionally, he owns Farm Systems, Inc, which specializes in all components of the poultry industry, and Agcor Steel in Cullman, Alabama; a manufacturer of metal and wood trusses and metal roofing. Other companies owned by our CCO include HBLM Properties, LLC - a commercial real estate leasing company, RSS Properties, LLC a commercial real estate leasing company, Cottages at Cotton Bayou, LLC - a real estate development firm, COR Building Products - a building supply store, EZ Dark, LLC - poultry products provider, and Center Stage - a large scale venue specializing in concerts and large events. Our CCO is intensively familiar with Alabama Workman's Compensation Guidelines.

COO Michael Whiddon

Our COO has worked in agriculture since 1983, growing and processing hay, cotton, peanuts, soybeans, and more. Currently a Broiler Manager for Koch Foods for the last 17 years, he manages day to day flock operations, supervises 8 technicians, and ensures production meets demand. He also owns a poultry farm in Honoraville, where he manages all operations. Formerly he worked as Broiler Manager for 10 years in Montgomery, overseeing operations of a plant producing 1.3 million birds per week. In this role, he participated in poultry research, and hired, trained, and supervised service technicians.

HR Manager Staci Butts

Our HR Manager is currently the HR Manager for J&R Lumber & Supply in Ashville, where she directs HR programs, policies, and processes to improve operational efficiency. In this role she also provides HR consultation services to leadership and department heads, and encourages open communications, compiles reports to provide management with accurate information and comply with policies and procedures.

General Manager Greta Whiddon

Our GM is a lifelong educator. She is currently the Assistant Principal at Fort Dale Academy, where she coordinates and plans assessments to meet state and local guidelines, audits transcripts for graduating seniors and rising 9th through 11th graders, reviews and selects curriculum, and creates and edits school policies, procedures, and rules. Her previous roles include College Counselor, High School Dropout Prevention Advisor, and Instructional Coach.

Director of Community Engagement John Butts

John is a Spinal Cord Mentor & Advocate with the Christopher Reeve Foundation, where he advocates on behalf of spinal cord injury patients through close relationships with Alabama legislators. He collaborates with various organizations, community groups, government entities, and the public to create social awareness, and had a former role as a teacher and coach. John was paralyzed in an accident in 2015, but still coached local basketball teams until forced to retire early because of ongoing nerve pain, where the only treatment that worked was cannabis. He then became a lobbyist, influencing legislators based on the merits of his own medical case, and helped pass and was an honorary guest at the signing of the Compassionate Care Act.

Director of Social Equity and Outreach Marie McNeal

Marie is a high school science and mathematics teacher at McKenzie High School. In this role, she prepares lesson plans correlated to State science, mathematics, and reading item specifications and courses of study. She is also the Science Department Chair. Other roles include flock manager, veterinary technician, real estate agent, farrowing house manager, office manager, and tennis coach.

Director of Security William Ingram

Our DOS is the founder and owner of Ingram Risk Consultants, a licensed provider of armed and unarmed security guards. Ingram Risk Consultants is licensed by the Alabama Security Regulators Board (ASRB). All security guards are also licensed by the ASRB. William employs approximately 20 guards. Prior to founding this company, he was the Chief of Police for Greenville, Alabama for 32 years, retiring in 2017. He was also the Public Safety Director for Daleville, Alabama, and, prior to that, Captain of the Ozark, Alabama Police Department.

Marketing, Advertising, and Public relations

Director of Marketing and PR Hollie Seawright

Our DMPR is a deeply experienced Sales and Marketing Director, adept at developing marketing plans and strategies, marketing and sales collateral, and monitoring social media platforms. With previous roles as a Nationwide Agent (Licensed Agent), where she analyzed trends to investigate customer needs for volume potential and developed new profitability by tapping into new target markets, and as a Silpada Agent (Independent Agent) , where she carried out multiple marketing functions.

20.2 - Leadership Roles

This section provides detailed explanations of the role each leader is to have in the cultivation of cannabis at our facility.

Chief Executive Officer ("CEO")

Our CEO is responsible for delegating and directing agendas, driving profitability, managing company organizational structure and strategy, and communicating with the board and management, all while providing inspiring leadership companywide. The Chief Executive Officer has authority over the senior planning and leadership teams to execute the strategic direction of the company and guides efforts toward achieving company objectives and defined goals. The CEO provides oversight for the company, continuously works to

develop a company culture in line with the company mission and manages the fiscal and operational performance of the company. It is the responsibility of the CEO to set the tone and establish precedent of decision making for the business, particularly as it relates to making our vision actionable and achievable.

Chief Operations Officer

The COO manages operations, including development of standard operating procedures and staff training programs that are responsive and adaptable based on compliance with applicable law. The COO must analyze current and future market trends to help to achieve the company's profitability goals and other objectives. The COO works with branch executive teams to create and implement production plans; select equipment and materials; and, assist in selecting vendors and outsourced services. Guaranteeing the smoothness in day-to-day operations for not only patients and caregivers but staff and our community while adjusting strategic plans for long-term aims will be a guiding priority for the COO.

Chief Compliance Officer ("CCO")

The CCO ensures daily operational compliance by developing, maintaining, and continuously improving upon a comprehensive compliance program designed to ensure that every level of the operation acts within the applicable federal, state, and municipal regulations. The CCO also acts as the communication link between our business and the regulators when implementing rule changes or reporting to the state or local jurisdiction. The CCO manages licensing, bond, and renewal processes; monitors regulatory updates to verify or amend all standard operating procedures in compliance with local, state, and applicable federal regulations; audits inventory, systems, and reports; and, creates, manages, and delivers compliance-based education and training.

Director of Marketing and PR ("DMPR")

Our DMPR will guide our marketing, advertising, and public relations in compliance with all relevant laws. The DMPR works to manage and maintain our brand and company image, devise marketing strategies, create advertising materials, drive traffic and sales, and oversee content creation. The DMPR is also responsible for all messages and communications to the general public about the business itself or statements to the press, especially concerning recall or other sensitive situations. The DMPR will manage any social media presence and ensure integrity of online branding; prepare quarterly marketing plans and reports for

executive leadership; develop and approve marketing materials within the marketing budget and department; and, send materials for approval by the state, as required.

Director of Security (“DOS”)

Our DOS will be tasked with creating and overseeing practices designed to keep our staff, patients and caregivers, and the neighboring community safe. The DOS formulates security SOPs and protocols to maintain compliance with the state and local regulations with the goal to achieve zero losses from diversion or criminal activity. The DOS will supervise the design, implementation, and maintenance of our comprehensive security plan and will train security and non-security personnel in diversion prevention efforts and employee safety. Our DOS will also build relationships with local law enforcement and emergency services to identify the company as a community partner and champion of safe facilities and to foster a clear line of communication in emergencies.

Director of QA/QC (“DQAQC”)

Our company will insist on the highest quality systems, equipment, workmanship, and final produced products by deploying an impressively experienced DQAQC. This individual will be responsible for all aspects of QA and QC processes in our facility, in direct collaboration with our CCO. The DQAQC will ensure that both products and processes are of the highest quality and conformance. Our DQAQC will develop, implement, and periodically evaluate a program to ensure our production operations - from raw materials to finished products - meet the quality, integrity, and efficiency standards set by the AMCC, the Department, and our own internal policies.

Director of Cultivation (“DOC”)

The Director of Cultivation oversees the cultivation facility processes to achieve production goals and company objectives while staying compliant with regulations and maintaining employee safety. The DOC creates standard operating procedures based on cultivation best practices for staff to perform daily duties and to maintain the crop of living plants in all stages of growth from propagation to harvest, including integrated pest management and sanitation. The DOC manages day-to-day operations and provides hands-on management of each stage of production from propagation to distribution at the cultivation facility. The DOC will provide proprietary formulas for cultivation, including cultivation methodology, nutrient formulas, watering, pruning, and light schedules; develops

and oversees training programs for all cultivation employees; and, ensures cultivation methods and procedures comply with all applicable laws and regulations.

20.3 - Hiring Plan

We will strive to hire personnel with diverse backgrounds and qualifications, and we plan to gradually increase our staff year over year as we naturally expand our business. Our employee positions fall into several types: Leadership, Management, and Staff—and for hiring purposes, our required education and experience are based on these types. Leadership-level positions will require a college degree (and ideally beyond), at least 10 years of relevant leadership experience, and a demonstrated dedication to compliance, business strategy, and patient service. Management-level positions will require a college degree or equivalent training, at least 5 years of relevant management experience, and skills in multi-level communication, problem-solving in highly regulated industries, and leading compliant operations and teams. Staff-level positions require a high-school or commensurate degree, at least 3 years of relevant experience, as well as a deep respect for medical cannabis, patient wellbeing, our company's culture of compliance, and adherence to our standard processes. All employees must pass the background screening and be able to satisfactorily complete state-mandated and internal trainings before beginning work.

Year 1: In our first year, we will staff all critical positions and roles in our leadership and management, as well as all our base-level of staff employees. At the end of Year 1, our staff will total approximately 11 people, including:

1. Type: Leadership, Position: Chief Executive Officer (Role Description in 20.2, above)
2. Type: Leadership, Position: Chief Operating Officer (Role Description in 20.2, above)
3. Type: Leadership, Position: Chief Financial Officer (3rd Party CPA Contractor)
4. Type: Leadership, Position: Chief Compliance Officer (Role Description in 20.2 above)
5. Type: Leadership, Position: Director of Marketing and PR (Role Description in 20.2 above)
6. Type: Leadership, Position: Director of Security (Role Description in 20.2 above)
7. Type: Leadership, Position: Director of QA/QC (Role Description in 20.2 above)
8. Type: Leadership, Position: Director of Cultivation (Role Description in 20.2 above)
9. Type: Leadership, Position: Director of Social Equity and Outreach

10. Type: Leadership, Position: Director of Community Engagement

11. Type: Staff, Position: Cultivation Technician (adheres to cultivation SOPs to provide plant care and harvest, sanitation, pest management, and packaging)

12. Type: Staff, Position: Security Officer (physically secures the facility, overseeing surveillance and visitors, preventing diversion, and mitigating crimes or misconduct)

Year 2: In our second year, we will not add new roles but will add 3-5 new jobs to our company, including the roles of: Cultivation Technician, and Security Officer.

Year 3: In our third year, we will add 4-5 jobs to our company, including the roles of Inventory Manager, Cultivation Technician, Cultivation Processor, Receptionist, and Security Officer.

Year 4: In our fourth year, we will add 3 jobs to our company, including the roles of Cultivation Technician.

Year 5: In our fifth year, we will add several jobs to our company, depending on a number of variables. This may include the roles of Trimmer, Cultivation Technician, Maintenance Technician. By Year 5, our company will employ approximately 27 people.

Conclusion

Our business credentials and hiring plan firmly identifies our company as an inclusive, intensively professional, and consistently compliant group of talented individuals.

Exhibit 21 - Employee Handbook

Verification

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

William D. McNeal
Printed Name of Verifying Individual

CEO/OWNER
Title of Verifying Individual


Signature of Verifying Individual

12/26/22
Verification Date

Twisted Herb Cultivation, LLC

An Alabama Cultivation
Company

EMPLOYEE HANDBOOK

Summary

This employee handbook details general and specific requirements and practices that you should know as part of your employment with Twisted Herb Cultivation, LLC. This handbook covers:

GENERAL:

Initial Employment Period
Training

RULES AND POLICIES:

Equal Employment Opportunity, Non-Discrimination and Workplace-Harassment Policy
Employees with Disabilities
Unwelcome Harassment
Definition of Sexual Harassment
Other Forms of Harassment
Discipline
How to File a Complaint
No Violence in the Workplace Policy
Firearms
Reporting/Investigation Procedure
Family Medical Leave Act Policy
Personal Relationships Policy
Hiring of Relatives Policy
Resignation Policy
Rehire Policy
Personal Appearance
Attendance
Absenteeism and Tardiness and Reporting
Disciplinary Policy
Violations That Merit Termination
Serious Violations That Merit Suspension
Lesser Violations
Substance Abuse Policy
Company Property
Reservation of Rights

COMPENSATION AND BENEFITS:

Insurance
401K
Paid Vacations For All Full Time Employees
Holidays

Civic Responsibilities

MISCELLANEOUS INFORMATION:

Care of Equipment and Machinery

Break Room

Good Housekeeping

Smoking

Mobile Devices

Personal Telephone Calls

Advances and Receivables

Visitors

Solicitation

Personnel Files

Workplace Searches

SAFETY:

Reporting Injuries

Crime Prevention & Techniques

I. INTRODUCTION

Welcome to Twisted Herb Cultivation, LLC. We hope that you will have a long and productive relationship with our Company. For your support, we are providing you with a copy of the employee handbook. Please read this book carefully, as it will acquaint you with company policies and will answer many of your questions.

Please keep in mind that this handbook does not contain all of the information you will need as an employee. You will receive other information through written notices, as well as oral communication. When Twisted Herb changes a policy, it overrides the past policy. If you are an employee covered under a collective bargaining agreement, please refer to your contract for specific guidelines that pertain to your employment in addition to this employee handbook.

Flexibility helps everyone. This handbook is not a contract nor offer to contract, express or implied, and Twisted Herb Cultivation, LLC retains the flexibility to change or modify its terms without cause or prior notice. Flexibility enables employees to take advantage of opportunities that they receive, and enables Twisted Herb Cultivation, LLC to serve its customers and remain competitive. To ensure that everyone benefits from flexibility, the employee must have the right to resign without cause or prior notice, and Twisted Herb Cultivation, LLC must have the same freedom to end an employee's employment without cause or prior notice.

This flexible relationship is called "employment at will." This means that you or Twisted Herb Cultivation, LLC may terminate our employment relationship at any time, with or without reason, with or without exhausting any prior steps, and with or without any prior notice period.

In the future, your status as an at will employee can only be changed through a written contract signed by both you and the CEO of Twisted Herb Cultivation, LLC and approved by the board of directors by written resolution. No oral statements, oral promises or oral agreements regarding the terms and conditions of your employment are valid.

Message from our CEO

Our goal at Twisted Herb Cultivation, LLC is to continually strive for improvement in our quality and service of our customers. Continuous improvement is as much a part of what we are as the results of our improvements; satisfied customers. Every company needs employees who are interested in helping it succeed. Therefore, we believe the employees of Twisted Herb Cultivation, LLC are its most important asset.

In our business, each employee by doing his or her job well, has an opportunity to serve our customers. That is why customer-conscious employees are so valuable to this company. Our challenge to you as a new or current employee of Twisted Herb Cultivation, LLC is to seek out new and better ways to do your job. Your presence is to elevate the value and the worth of Twisted Herb Cultivation, LLC to our customers as a respectable company and the contributions you make in your job impact Twisted Herb as a whole. The pride you have in your job will result in the growth and success of Twisted Herb. We welcome your suggestions and encourage you to share your ideas with us. It is working together towards a common goal that will determine our success.

Your willingness to do superior work, adhere to our policies and procedures, and your cooperation will help us maintain our reputation as a source of the highest quality and committed service in the areas we serve. We should all strive to make Twisted Herb Cultivation, LLC. a more desirable and pleasant place to work. As a team, we can eliminate customer dissatisfaction, waste, and all other negative factors that hinder growth.

You are an important part of this team! We need your complete loyalty and individual support in order to prosper. Remember that your supervisor's door is always open to you, to discuss any problems. If he or she can't help you solve the problem, my door is always open.

Twisted Herb reserves the right to modify or amend this handbook and any of its provisions without notice to employees. Should any provision of this handbook conflict with the actual documents setting forth Twisted Herb's policies, such shall not apply and differences arising therein shall be governed by Twisted Herb's policies. Please ask questions about anything you do not understand. It is our desire that all of you find real satisfaction and fulfillment as a member of our Twisted Herb Cultivation, LLC family!

CEO of Twisted Herb Cultivation, LLC

II. GENERAL INFORMATION

Initial Employment Period

The first ninety (90) calendar days of your employment with Twisted Herb Cultivation, LLC are considered a “tryout” or introductory period. This time period gives you an opportunity to find out whether you are going to like it here and gives us a chance to determine if your work, attitude, and attendance measure up to Twisted Herb’s standards.

During the ninety (90) calendar days after you are hired, should Twisted Herb feel for any reason that you are not meeting our standards, then you may be released. Of course, during this period you may decide to resign without stating a reason, or may be released by Twisted Herb on the same basis. Please realize, however, that continued employment beyond the introductory period does not constitute an employment contract. No manager, supervisor or employee has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will. Only the CEO of Twisted Herb has the authority to make any such agreement and then only in writing.

Training

During and after your initial employment period, your supervisor will give you important “on the job training.” Training will start the day you go to work and will continue as long as you are with Twisted Herb. We feel that training never stops; it is a continuous part of everyone’s determination to learn, grow, and develop. You can assist with this process by asking questions, showing interest in the jobs around you, and responding to new ideas and techniques. If you do all of these things, you will find that your training will be very informative and meaningful to you.

III. RULES AND POLICIES

Equal Employment Opportunity, Non-Discrimination and Workplace-Harassment Policy

Purpose

To affirm the commitment of Twisted Herb Cultivation, LLC. to provide equal employment opportunities to all individuals; to comply with all federal, state, and local laws regarding non-discrimination, equal employment opportunity and reasonable accommodations for qualified employees and applicants with disabilities; and to advise employees and applicants for employment of their rights under the law.

Scope

This policy applies to all Company employees, as well as to individuals seeking employment with Twisted Herb.

Policy Statement

Twisted Herb is committed to providing equal employment opportunity for all applicants and employees. Twisted Herb will not discriminate against any employee or applicant on the basis of race; color; sex (including sexual orientation and/or gender identity); marital status; pregnancy, childbirth, or related medical conditions; creed; religion; national origin; citizenship status; ethnicity; age; disability; genetic information; HIV/AIDS status; veteran or service member status; or any other category protected by federal, state or local law. It is Twisted Herb's policy not to request any employee's genetic information or to make any employment decision based on genetic information.

This Policy applies to all areas of employment including, but not limited to, recruitment, selection, hiring, training, assignment, re-assignment, promotion, and compensation, rates of pay, benefits, transfer, layoffs, discipline, discharge, and participation in Company-sponsored activities. Twisted Herb respects all of its employees and requests their assistance in maintaining a work environment free of all forms of discrimination.

Employees with Disabilities

Twisted Herb will make reasonable accommodations whenever necessary for all qualified employees or candidates for employment with disabilities (as defined by applicable law), provided that (1) the individual is otherwise qualified to safely perform the essential functions of the job and (2) such accommodations do not impose undue hardship on Twisted Herb. If an employee has a disability that requires an accommodation in order to perform the essential functions of his or her job, or otherwise enjoy the benefits and privileges of employment, he or she must initiate a request for accommodation by contacting either his or her direct supervisor/manager or Human Resources.

Unwelcome Harassment

Twisted Herb firmly believes that all employees have an unconditional right to work in an environment free from unwelcome harassment perpetrated by co-workers, supervisory personnel, visitors and guests, vendors and suppliers and their employees, as well as clients and their employees.

This policy forbids any unwelcome harassment that is based on an individual's race; color; sex (including sexual orientation and/or gender identity); marital status; pregnancy, childbirth, or related medical conditions; creed; religion; national origin; citizenship status; ethnicity; age; disability; genetic information; HIV/AIDS status; veteran or service member status; or any other category protected by federal, state or

local law. Twisted Herb is committed to providing a work environment that is free of unlawful discrimination, including harassment, based on any legally protected characteristic. Twisted Herb will not tolerate any form of harassment that violates this policy.

Harassment occurs when an employee is subjected to unwelcome verbal or physical conduct based on any protected characteristic. The conduct prohibited by this policy, whether verbal, physical, or visual, includes any discriminatory or harassing employment action and any unwelcome conduct that is inflicted on someone based upon any protected characteristic. Among the types of unwelcome conduct prohibited by this policy are epithets, slurs, negative stereotyping, intimidating acts and the circulation or posting of written or graphic materials that show hostility toward individuals because of their protected status. Even where the conduct is not sufficiently severe or pervasive to constitute actionable harassment, Twisted Herb prohibits any such conduct in the workplace.

Definition of Sexual Harassment

Discrimination because of sex occurs whenever a person's gender is a factor in making workplace decisions and results in unequal treatment. It also occurs in a work environment that provides better or worse conditions and opportunities for some persons because of their gender, marital status, family status, pregnancy, sexual orientation, or gender identity.

Sexual harassment is a form of sex discrimination. This policy forbids harassment based on gender, marital status, family status, pregnancy, sexual orientation or gender identity regardless of whether the offensive conduct is sexual in nature. Any unwelcome conduct based on gender, marital status, family status, pregnancy, sexual orientation, or gender identity is forbidden by this policy regardless of whether the individual engaged in harassment and the individual being harassed are of the same or are of different genders. Unwelcome sexual advances, requests for sexual favors, and other verbal, physical, or visual conduct based on sex constitute unlawful sexual harassment.

All personnel are prohibited from offering, promising, or granting preferential treatment to any employee or applicant for employment as a result of that individual's engaging in or agreeing to engage in sexual conduct. Likewise, all personnel are prohibited from using an employee's or applicant's refusal to engage in such conduct as a basis for an employment decision affecting that individual. This policy forbids harassment based on gender regardless of whether it rises to the level of a legal violation.

Examples of sexual harassment forbidden by this policy include:

- Offensive sex-oriented verbal kidding, teasing, or jokes.
- Repeated unwanted sexual flirtations, advances, or propositions.

- Continued or repeated verbal abuse of a sexual nature.
- Graphic or degrading comments about an individual's appearance or sexual activity.
- Offensive visual conduct, including leering, making sexual gestures, the display of offensive sexually explicit objects or pictures, videos, cartoons, posters, or other images.
- Unwelcome pressure for sexual activity.
- Offensively suggestive or obscene letters, e-mails, notes, text messages, or invitations.
- Offensive physical contact such as patting, grabbing, pinching, or brushing against another's body.
- Epithets, remarks, jokes, or anecdotes that insult or demean any person because of their sexual orientation, gender identity, marital status, family status or pregnancy.

Other Forms of Harassment

Discrimination or harassment based upon protected characteristics other than sex is also prohibited by this policy. Such unwelcome harassment is a form of discrimination. Some examples are:

- Epithets, remarks, jokes or anecdotes that demean any race, color, ethnic origin, citizenship, religious belief or affiliation, creed, military status or other characteristic.
- Epithets, remarks, jokes or anecdotes that insult or demean any person because of their age.
- Epithets, remarks, jokes or anecdotes that insult or demean any person because of mental or physical disability or genetic history or characteristics.
- Epithets, remarks, jokes or anecdotes that insult or demean any person because of their national origin, ethnicity, ancestry, native language or accent.
- Epithets, remarks, jokes or anecdotes that insult or demean any person because of their religious affiliation, religious belief, religious practices, and/or no-belief.
- Verbal or physical conduct of a threatening or harassing nature based upon any protected characteristic.

Cartoons, graffiti, e-mails, notes, or other papers containing descriptions or depictions of persons that insult or demean any person because of their age, race, national origin,

color, ethnic origin, citizenship, religious belief or affiliation, creed, mental or physical disability, military status, or any other protected characteristic of an individual or that individual's associates or relatives.

Discipline

Discrimination and harassment in violation of this policy or applicable laws will not be tolerated by Twisted Herb. Employees who engage in such misconduct will be subject to discipline up to and including discharge.

How to File a Complaint

Any employee or applicant who believes that this Policy has been violated should immediately bring the matter to the attention of the Director of Human Resources or his/her designee. If the employee or applicant feels that they cannot talk to the Human Resources representative or if the employee or applicant is not satisfied after speaking with the Human Resources representative, the employee or applicant should contact the COO or CEO.

No employee will be subjected to retaliation based upon any complaint regarding an alleged violation of this policy and/or because of their assistance during an investigation of an alleged violation of this policy.

No Violence in the Workplace Policy

Purpose

To ensure that Twisted Herb Cultivation, LLC. is and remains a safe and secure workplace at all times.

Scope

This policy applies to all employees of Twisted Herb Cultivation, LLC., agents, consultants, contractors, interns, temporary workers, visitors, applicants, vendors and any other persons that are on Company property or in a Company vehicle.

Policy Statement

In order to provide a safe workplace for our employees and to provide a comfortable and secure atmosphere for our customers and others with whom we do business, Twisted Herb will not tolerate any violent acts or threats of violence.

On Company Premises

Any employee who commits or threatens to commit any violent act against any person while on Company premises may be subject to discipline, up to and including immediate termination. Company premises includes, but is not limited to, our facilities, cultivation areas, storage areas, equipment rooms, curing rooms and vaults, offices, lunch rooms, restrooms, dressing rooms, conference rooms, all receiving, shipping, maintenance areas, roadways and parking lots.

Off Company Premises

Any employee who, while engaged in Company business off the premises, commits or threatens to commit any violent act against any person may be subject to discipline, up to and including immediate termination. Even when off the premises and not involved in Company business, an employee who commits or threatens to commit a violent act against another person may also be subject to discipline, up to and including immediate termination, if (1) the threat or violence could adversely affect Twisted Herb or its reputation in the community; (2) the threat or violence results in a criminal conviction (including a guilty or nolo contendere plea; or (3) if the threat or violence is prohibited by any criminal code provision and adversely impacts Twisted Herb's legitimate interests and goals.

Specific examples of unacceptable conduct include, but are not limited to, the following:

- Threatening or physically aggressive contact or harm towards any individual.
- Threatening an individual or his/her family, friends, associates, or property with harm.
- The intentional destruction or threat of destruction of Company property.
- Threatening phone calls, email, mail to an employee's home or office, text messages, voicemail, or other electronic means of communication.
- Unlawful or unauthorized surveillance; stalking.
- Any suggestion that violence by or against any employee, agent, or individual on Company property is appropriate.
- Conduct that a reasonable person could perceive as threatening.

Firearms

Except for security guards, no employee of Twisted Herb Cultivation, LLC may have or possess, in any part of our facilities or property, any firearms of any kind whatsoever. This rule is intended for the safety of our employees. The only exception to this policy are those individuals who have written permission from the CEO of Twisted Herb Cultivation, LLC. to carry or possess firearms.

Reporting/Investigation Procedure

Any employee who is threatened with or subjected to violence, or who becomes aware that another individual has been threatened with or subjected to violence, must immediately notify his or her supervisor and/or the Human Resources department. Employees and managers should contact **911** immediately in situations where the assistance of law enforcement is necessary under the circumstances, if it is not unsafe for the employee or manager to do so.

Employees are urged to take all threats seriously. Reports of threats or violence will be carefully investigated; employee confidentiality will be respected to the extent reasonably possible consistent with our investigation; and appropriate action will be taken. Any person who makes a threat, exhibits threatening behavior, or is involved in a violent act

may be immediately removed from Company property, at Twisted Herb's sole discretion, pending the outcome of an investigation of the incident. Depending upon the circumstances, it may be appropriate for Twisted Herb to notify governmental authorities prior to conducting or completing its investigation.

Each individual is expected to cooperate fully and honestly with any investigation of possible violations of this policy. Deliberately furnishing inaccurate or misleading information will not be tolerated and will be grounds for disciplinary action, up to and including immediate termination for employees and removal from Company premises or other appropriate measures for non-employees.

Violations of this policy by any individual will result in disciplinary action, up to and including immediate termination, and/or legal action as appropriate.

This policy shall not be construed as an instrument to create a duty of obligation on the part of Twisted Herb to take any actions beyond those required of an employer by existing laws.

Family Medical Leave Act Policy

Generally

FMLA Leave allows an Employee to take an unpaid extended absence, of up to 12 weeks or 26 weeks on a rolling calendar year, depending on cause of absence, and then be restored to his or her original or equivalent position with equivalent pay, benefits and other employment terms as if he or she had remained in the workplace. It is possible for an employee on leave to be transferred, promoted, demoted, or terminated if changes in the work environment would have demanded that action even if the employee had not taken leave.

Types

There are three types of FMLA Leave: for a Serious Health Condition (also includes birth or adoption or placement of a child); for a Qualifying Exigency related to a Covered Servicemember's call to duty or placement on duty; and to be a Caregiver for an injured Covered Servicemember. Each of these Leaves is detailed in the following pages.

Eligibility

Employees are eligible for FMLA Leave once they have worked for Twisted Herb Cultivation, LLC for at least one year and performed at least 1,250 hours of work during the previous 12 months. Employees must work at a U.S. location (including U.S. territories or possessions). Prior service to Twisted Herb Cultivation, LLC will be credited, provided the break in service did not exceed seven years, unless the break was pursuant to an agreement between Twisted Herb Cultivation, LLC and Employee, or for an absence due to USERRA-covered service.

Twisted Herb Cultivation, LLC must also employ at least 50 employees within 75 miles from the Employee's worksite for the Employee to be eligible for FMLA Leave.

Certain key employees, who are notified of their status when they first request FMLA Leave, are reinstated to their former or equivalent positions only if holding the position for them and their reinstatement does not cause Twisted Herb Cultivation, LLC substantial economic injury.

Use of Leave

Except for employees taking leave to care for a newly born or newly placed child, employees are not required to use their leave entitlement in one block. Leave may be taken intermittently or on a reduced leave schedule where medically necessary. Employees must make reasonable efforts to schedule leave for medical treatment so as not to unduly disrupt the employer's operation. Leave due to qualifying exigencies may also be taken intermittently.

Employee Responsibilities when Requesting Leave

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, Employees must provide notice as soon as practicable. Employees requesting leave should qualify with Twisted Herb Cultivation, LLC call-in procedure. Excessive delay could lead to delay in designation of absences as FMLA-protected Leave.

Employees must provide sufficient information for Twisted Herb Cultivation, LLC to determine if the leave requested qualifies for FMLA protection, and the anticipated timing and duration of the leave. Sufficient information may include that the Employee is unable to perform job functions, the Employee's family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave (Qualifying Exigency or Caregiver Leave). Employees must also inform Twisted Herb Cultivation, LLC if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities in Responding to Request for Leave

Twisted Herb Cultivation, LLC will inform an Employee requesting leave whether they are eligible under FMLA. If the Employee is eligible, Twisted Herb Cultivation, LLC will also specify any additional required information as well as a description of the Employee's rights and responsibilities. If the Employee is not eligible, Twisted Herb Cultivation, LLC will provide a reason of ineligibility.

Twisted Herb Cultivation, LLC will inform Employee if leave will be designated as FMLA-protected and the amount of leave counted against the Employee's leave entitlement. If Twisted Herb Cultivation, LLC determines that the leave is not FMLA-protected, it will notify the Employee of that determination.

Substitution of Paid Leave or Unpaid Leave

Depending on the type of leave an Employee takes and Twisted Herb Cultivation, LLC's policies, Employees may choose or Twisted Herb Cultivation, LLC may require use of accrued paid leave while an Employee is taking FMLA leave. In order to use paid leave for FMLA leave, an Employee must comply with Twisted Herb Cultivation, LLC's normal paid leave policies

Benefits

Employees on all types of FMLA Leave will continue to be covered by Twisted Herb Cultivation, LLC's group health benefits on the same terms that are applicable for active employees, provided the Employee on FMLA Leave plans to return and does actually return. FMLA Leave does not cause employees to lose any previously accrued employment benefits. Employees on unpaid leave must make arrangements with Twisted Herb Cultivation, LLC to pay their share of the premium.

The information in these pages is meant to provide Employees with a basic framework concerning when FMLA Leave can be taken, how much FMLA Leave may be taken, and how the Leave may be requested. By no means is this Policy intended to be all-inclusive. Each case is unique. Employees should contact Human Resources with specific questions about FMLA Leave.

Twisted Herb Cultivation, LLC will not, and it is unlawful for an employer to, interfere with, restrain, or deny Employees their FMLA rights. Twisted Herb Cultivation, LLC will not, and it is unlawful to, discharge or discriminate against an employee who opposes a practice that is unlawful under the FMLA or for involvement in a proceeding under or relating to FMLA. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer if his/her FMLA rights are abridged. FMLA does not affect federal or state law prohibiting discrimination, nor does it supersede greater family or medical leave rights that are granted by State or local law or collective bargaining agreement.

Family Medical Leave Act (FMLA) Leave for a Serious Health Condition or Birth/Adoption/Placement of Child

The purpose of this type of FMLA Leave is to grant leave without pay to eligible employees of Twisted Herb Cultivation, LLC for up to 12 weeks in a rolling 12-month period in accordance with the Family and Medical Leave Act (FMLA). An Employee requesting this type of leave must have taken less than 12 weeks of FMLA Leave of any sort in the current 12-month period.

Reasons for Leave

Eligible employees may request FMLA Leave to cover the time needed to be away from work for any of the following:

- For incapacity due to pregnancy, prenatal medical care, or childbirth;

- To care for a newborn child or a newly adopted child or a newly placed foster care child, as long as the leave is taken in the year following the child's birth or placement;
- To care for their child, spouse, or parent who has a serious health condition;
- To provide time to attend to their own serious health condition that leaves them unable to perform their job.

“Serious Health Condition”

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or with one visit to a health care provider and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of “continuing treatment.”

Requesting Leave

In addition to the general provisions regarding requesting FMLA leave, employees who request FMLA Leave because of a serious health condition, whether their own or a family member's, must submit a completed “Certification of Health Care Provider” to Human Resources before Leave can be approved. The Employee has 15 days to have this form completed, though it is recommended that the Employee have the form completed as soon as possible. Failure to comply with the certification requirement may result in the denial of the Leave request, or the treatment of any Leave taken as non-FMLA-covered Leave.

Once employees notify their supervisor/manager that they need FMLA Leave, the supervisor/manager may not ask or inquire about the reasons for the request. The supervisor/manager must immediately refer that request to Human Resources who will then make any necessary inquiries and evaluate whether there is a medical need for the leave. Human Resources is also responsible for ensuring that all medical information provided by employees is maintained in the strictest confidence.

Family Medical Leave Act (FMLA) Leave for Servicemember Family Leave

The purpose of this type of leave is to provide up to 12 weeks of unpaid leave during a rolling 12 month period for “any qualifying exigency” for the spouse, child or parent of an employee where the spouse, child, or parent is a Covered Servicemember. An Employee requesting this type of leave must have taken less than 12 weeks of FMLA of any sort in the current 12-month period.

Who is a Covered Servicemember?

Generally, Covered Servicemembers include any regular or reserve Armed Forces Servicemember deployed to a foreign country.

Eligibility

In addition to the general FMLA eligibility requirements, an employee must be the spouse, parent, son or daughter of the Covered Servicemember.

Reasons Leave May Be Taken (“Qualifying Exigencies”)

- Short Notice Deployment: If Covered Servicemember is called to duty with seven days or less of warning, Employee may take seven days off, even if Covered Servicemember deploys less than seven days after notice of deployment. Any additional need following that period of time must be applied for under one of the other provisions. The Employee must provide notice to Twisted Herb Cultivation, LLC that he or she is taking Leave under this provision as soon as he or she is aware of the impending deployment. Documentation will be required when the Employee returns to work.
- Military Events & Related Events: Allows Employee to attend military ceremonies, programs, events; and also to attend assistance programs, briefings, family support sponsored by the military, military organizations, or the Red Cross.
- Childcare and School: Employee may have leave to arrange childcare or to enroll or transfer schools, or meet with school faculty/staff, *only as necessitated by the duty status of the Covered Servicemember*. Should an emergency situation arise concerning childcare (e.g., the primary childcare arrangement is unexpectedly cancelled and the Employee has no other alternatives), he or she may be granted leave to provide childcare on that immediate & urgent basis.
- Financial and Legal: Employee will be granted leave to make or update key legal documents and ensure that Employee will have access to all financial accounts and information needed. Additionally, under this type of leave, the Employee will receive leave to serve as representative before a government or military agency on the Servicemember’s behalf.
- Counseling: An Employee may take leave to obtain counseling for himself or herself, Covered Servicemember, or child of a Covered Servicemember, by someone other than the regular healthcare provider. (Counseling by the regular healthcare provider will likely fall under Serious Health Condition FMLA). The need for counseling *must be necessitated by the duty status of the Covered Servicemember*.
- Rest and Recuperation: When the Covered Servicemember returns home for temporary Rest and Recuperation leave, an Employee may have up to 15 days’ leave to spend with them.
- Postdeployment: Allows an Employee to take leave for arrival ceremonies, reintegration briefings, other official activities taking place in the 90 days (or

under the Yellow Ribbon Reintegration Program) after return. This type of leave may also be used to plan funeral arrangements and related activities in the unfortunate situation where a Covered Servicemember dies in the line of duty.

- Parental Care: Allows an Employee to care for a military member's parent who is incapable of self-care, when the care is necessitated by the Servicemember's covered active duty.
- Additional Activity: Twisted Herb Cultivation, LLC will make every effort to assist an Employee upon becoming aware of the Employee's spouse, child, or parent being called to duty. If the Employee desires a period of leave for some purpose other than those listed above and the leave is related to the Covered Servicemember's being called to duty, Twisted Herb Cultivation, LLC may, within its discretion, grant that leave. For leave to be granted under this provision, the Employee and Twisted Herb Cultivation, LLC must agree on the date, duration, and purpose of the leave. Leave granted under such an agreement "counts" towards the twelve-week allotment.

Requesting Leave

In addition to the general provisions regarding requesting FMLA leave, employees requesting Qualifying Exigency Leave must fill out the Certification of Qualifying Exigency Form, and include documentation, if available, of the Covered Servicemember's call to duty or current status in active duty. Twisted Herb Cultivation, LLC will copy the documentation of the Covered Servicemember's duty status, and it is generally not necessary for the Employee to provide this form at future dates when exigency leave is requested for the same call of duty. In some cases, documentation or verification from third parties may also be required.

Family Medical Leave Act (FMLA) Leave for Servicemember Caregiver Leave

The purpose of this type of leave is to provide up to 26 weeks of unpaid leave during any rolling 12 month period from the first date Caregiver Leave is taken for the Employee to care for a next of kin Covered Servicemember (including some Veterans) who has received a serious illness or injury in the line of duty. An Employee has 12 months from the first date Caregiver Leave is taken to exhaust the 26 weeks. No amount of Caregiver Leave can roll over after 12 months from the first date Caregiver Leave is taken. Caregiver Leave may not be renewed each year to provide care for the same Covered Servicemember suffering from the same illness or injury. In any event, no more than 26 weeks of any type of FMLA Leave may be taken in the twelve month period from the first date Caregiver Leave is taken, even if Employee is caring for more than one Covered Servicemember or also needs to take some other kind of FMLA Leave.

Who is a Covered Servicemember?

Current Servicemembers or Recent Veterans of the Armed Forces...Servicemembers who are current members of the armed forces, including full time active duty military

members, Reservists, Ready Reservists, members of the National Guard, retired members of the armed forces or Reserves who are recalled to duty, and individuals on the Temporary Disabled Retired List, or any Veteran who served in the previous five years whose separation from military service was other than dishonorable. For veterans who received an other than dishonorable discharge before March 8, 2013, the time between October 28, 2009, and March 8, 2013, shall not “count” towards the five year calculation.

...who are seriously injured or made ill in the line of duty.

For Current Servicemembers

The Servicemember must be seriously injured or ill such that he or she is medically unfit to perform the duties of his or her office, grade, rank, or rating. The Servicemember must also be undergoing medical treatment, recuperation, therapy, or outpatient treatment. The Servicemember must have an injury or illness that was incurred in or aggravated by service in the line of duty on active duty in the Armed Forces.

For Veterans

The Veteran must have an injury or illness that was incurred in or aggravated by service in the line of duty on active duty in the Armed Forces. Additionally, the illness or injury must meet one of the following conditions:

- The illness or injury is a continuation of a serious illness or injury that was incurred or aggravated when the Veteran was a member of the Armed Forces and rendered the Servicemember unable to perform the duties of the Servicemember’s office, grade, rank, or rating; or,
- The illness or injury is a physical or mental condition for which the Veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater, where the condition wholly or partially responsible for the rating is the condition requiring the need for Caregiver leave; or,
- The illness or injury is a physical or mental condition that substantially impairs the Veteran’s ability to secure or follow a substantially gainful occupation because of disability or disabilities related to military service; or,
- Without treatment, the illness or injury is a physical or mental condition that substantially impairs the Veteran’s ability to secure or follow a substantially gainful occupation because of disability or disabilities related to military service; or
- The injury, including psychological injury, is the basis for the Veteran’s enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Eligibility

In addition to the general FMLA eligibility requirements, an employee is eligible to take leave where he or she is the “next of kin” of the Covered Servicemember (including Covered Veterans). “Next of kin” is first the Covered Servicemember’s spouse, parent, or child, or other family member which the Covered Servicemember designates in writing. If the Covered Servicemember has not designated a family member as “next of kin” in writing, the next of kin status passes to: blood relatives who have been granted legal custody of the Covered Servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins. Family members sharing the same degree of relationship (ex: siblings) share the “next of kin” status.

Requesting Leave

In addition to the general provisions regarding requesting FMLA leave, employees requesting Caregiver Leave must provide certification of the Covered Servicemember’s illness or injury. Certification may be completed by a health care provider, or in some circumstances the employee may submit other documentation. If certification is provided by a health care provider who is not affiliated with the Department of Defense, the Department of Veterans Affairs, or TRICARE, second or third opinions may be required. Failure to comply with the certification requirement may result in the denial of the Leave request, or the treatment of any Leave taken as non-FMLA-covered Leave.

Where applicable, Invitational Travel Orders (ITOs) or Invitational Travel Authorizations (ITAs) may be substituted for the medical certification for the time period specified within the ITO or ITA. Where applicable, documentation of enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers may also be substituted for medical certification.

Notice of leave should be provided as soon as the Employee is aware of it. Excessive delay could lead to delay in designation of absences as FMLA-protected leave.

What happens if Employee Uses Caregiver Leave and another kind of FMLA Leave?

No employee may use more than 26 weeks of any kind of leave from the first date Caregiver Leave is taken; additionally, no employee may use more than the allotted 12 weeks for any FMLA serious health condition leave or qualifying exigency FMLA leave, or combinations thereof, in rolling 12 month period.

For instance, if an Employee takes 4 weeks of FMLA leave for his or her own serious health condition, then later (in the same year) begins taking Caregiver Leave, he or she may take up to a full 26 weeks of Caregiver Leave if necessary within the twelve months from the first date Caregiver Leave is taken. However, that Employee is still limited to 26 weeks total FMLA leave for any purpose over the next twelve months, and may only take eight weeks of other FMLA for the rolling period.

Personal Relationships Policy

Personal relationships among employees of a romantic nature are not encouraged by Twisted Herb. Oftentimes, these relationships lead to hard feelings, diminish a team work environment, and cause a lack of productivity. However, romantic relationships of supervisory employees or management with non-supervisory employees are expressly forbidden at our Company. Supervisory or management employees who become romantically involved with non-supervisory or non-management employees will be disciplined up to and including termination.

Hiring of Relatives Policy

As a general rule, Twisted Herb Cultivation, LLC will consider hiring certain relatives of its employees. However, Twisted Herb will not consider hiring a spouse or a child of a current employee. Additionally, if two employees of Twisted Herb Cultivation, LLC. get married then one of the two employees must resign their employment with Twisted Herb Cultivation, LLC on or before the date of their marriage. If one of the two employees fails to notify Twisted Herb of his or her resignation on or before the date of the marriage, Twisted Herb, in its discretion, will notify one of the two employees of his or her termination.

Resignation Policy

If you choose to terminate your employment with Twisted Herb Cultivation, LLC, you are requested to give as much advance notice as possible. Employees who leave without giving at least two (2) weeks' notice will forfeit any vacation time they have earned. Employees who resign from Twisted Herb will be asked to complete an exit interview before their last day at work.

Rehire Policy

As a general rule, Twisted Herb Cultivation, LLC will consider rehiring a former employee if the employee left under the following circumstances:

- The former employee left voluntarily and gave a proper 2 week notice.
- The former employee left in good standing with Twisted Herb.
- The former employee's personnel file has minimal or no discipline.

If these circumstances are not met, Twisted Herb will generally not consider rehiring a former employee. The Director of Human Resources will review all pertinent information and the circumstances surrounding the termination, review it with the hiring manager, and make a final determination.

Personal Appearance

Cleanliness and neatness are as important as courtesy and Twisted Herb expects you to represent it well. Pride in your appearance, as well as in your work, is very important to us all. Employees must maintain neat and well-groomed hairstyles, wear neat and proper attire at all times, and maintain acceptable personal hygiene habits while on the job. It is our belief that good grooming inspires professional attitudes, and promotes good results. Please refer to your dress code policy for specific requirements on attire. Insubordinate behavior regarding appearance and hygiene can result in disciplinary action up to and including discharge.

Attendance

The type of work you perform, and the department in which you will work determines the hours you will work. The hours you work will be determined by your supervisor. These hours may change from time to time to fit the needs of our customers. You are expected to be punctual and regular in your attendance.

Absenteeism and Tardiness and Reporting

It is the employee's responsibility to be at work, to be on time and to be at the workstation, ready to work, at the beginning of the scheduled work day and to stay until the end of the scheduled work day. Employees who are unable to report to their job must contact their immediate supervisor. Messages left with people other than the employee's immediate supervisor are not valid.

Disciplinary Policy

It is our policy to examine each disciplinary case individually, considering the facts, the nature and extent of the incident and / or performance, and the past record and service of the employee before taking disciplinary action. The disciplinary guidelines to be followed depend on the nature of the incident. All terminations will be reviewed and approved by your supervisor prior to final disciplinary action being taken.

The disciplinary procedure does not have to be administered in precisely the exact order given in this policy. There are some types of misconduct for which the employee should receive written warning, suspension, or discharge on the first offense, depending on the seriousness.

Supervisors periodically counsel employees regarding their performance. An oral warning may be given as needed. All oral warnings are to be documented in writing indicating the incident/performance issue, date and time, employee's name, what action will follow and the response of the employee.

Written Warning

Written warnings are always discussed with the employees. The employee should sign the written warning and the written warning should be signed by a witness. Written warnings will become a part of the employee's personnel file. The supervisor is responsible for offering employees copies of the written warnings before they are placed in the personnel files.

Probation

Employees may be placed on probation for a specified time in an effort to correct

inappropriate behavior. Employees should understand that probation is very serious and failure to correct behavior will result in termination of employment.

Suspension

A suspension will be with or without pay depending on circumstances and approval of supervisor. The employee should be told when the suspension begins and ends and when to report back to work. This information should be documented on the write-up of the suspension.

Discharge

Employees may be discharged on the first offense if the violation so warrants. Otherwise, discharge is the last step of the disciplinary process if the employee has failed to correct the problem.

The following describes various areas of employee behavior that are unacceptable to Twisted Herb Cultivation, LLC, but they are not limited to the examples cited. Certain conduct cannot be permitted without firm disciplinary measures being taken that may include termination. All terminations must be reviewed and approved by the supervisor prior to any final action being taken.

These conduct guidelines have been developed to guide an employee's on-the-job behavior. These general guidelines are not an all-inclusive list of the grounds for discipline or discharge, and do not limit Twisted Herb's discretion to discipline or discharge employees for any reason deemed necessary. Moreover, the nature of the discipline imposed for the violation of a rule may be affected by the circumstances surrounding the violation, and the past record and service of the employee.

Violations That Merit Termination

Termination may be the result of an employee's violation of Company policy, failure to get along with fellow workers, or inability to perform your job. Management reserves the right to terminate employees without advance notice. Twisted Herb considers the following conduct, among other types of conduct, to be so serious as to warrant immediate termination.

1. Dishonesty
2. Recklessness resulting in a serious accident
3. Theft
4. Fighting on Company premises
5. Horseplay
6. Gross insubordination
7. Willful destruction of any kind
8. Possession of a firearm on Company premises

9. Carrying unauthorized passengers in a Company vehicle

Serious Violations That Merit Suspension

1. Smoking inside the facility or where otherwise banned
2. Violation of the Workplace Harassment policy

Lesser Violations

1. Tardiness / absences (See Policy)
2. Distracting other employees
3. Creating or contributing to unsanitary conditions
4. Performing outside work that interferes with company employment or performing outside work on company property
5. Unsafe or improper use of equipment after being instructed on the proper care and use of same equipment
6. Unauthorized use of, or improper tampering with Company equipment or property
7. Failure to wear personal protective equipment
8. Violation of the dress code or disregard for personal hygiene
9. Failure to punch in and out
10. Abuse of break and / or meal periods
11. Any other misconduct that adversely affects job performance or the working relationship with Twisted Herb

In imposing discipline on a current charge, Twisted Herb generally will not take into account any prior warnings which occurred more than nine (9) months previously. This applies to all violations except failure to pull average and missed time clock punches. In imposing discipline on a current charge for these two violations, Twisted Herb will not take into account any prior warnings which occurred more than six (6) months previously.

Substance Abuse Policy

Twisted Herb Cultivation, LLC is dedicated to having a drug-free workplace and maintaining a safe environment for its employees. Any person who is impaired by reason of drug or alcohol use poses a serious safety threat to each of us. To minimize this threat, Twisted Herb Cultivation, LLC has implemented a substance detection policy that is detailed in the following pages.

This policy includes an absolute prohibition against possession, use or sale of illegal or unauthorized drugs or alcoholic beverages in the workplace that may pose serious safety and health risks and cause irreparable damage to Twisted Herb Cultivation, LLC and its reputation with customers and the community. It is the intent of Twisted Herb Cultivation, LLC to strictly enforce the rules set forth by this policy and to protect against the use or abuse of illegal or unauthorized substances in the workplace, including but not limited to in vehicles, on equipment, or on property owned, leased or rented, controlled or operated by Twisted Herb.

Purpose

1. Maintain a safe and healthy working environment for all employees.
2. Ensure the reputation of Twisted Herb Cultivation, LLC and our employees as good, responsible citizens.
3. Reduce the possibility of injury to employees and the public.
4. Reduce absenteeism, tardiness and indifference or poor job performance.
5. Protect Company property, equipment and operations.
6. Provide assistance in the rehabilitation of any employee who, consistent with this policy, seeks help before detection in overcoming an addiction to, dependence upon or any problem with the use of drugs or alcohol.

Prohibitions

1. Use, possession, manufacture, distribution, dispensation or sale of illegal drugs or drug paraphernalia, any controlled substance, or alcohol on Company premises or Company business, in Company supplied vehicles, or during work hours.
2. Storing in a locker, desk, automobile, or other repository on Company premises of any illegal drug, drug paraphernalia, any controlled substance whose use is unauthorized, or any alcohol.
3. Being under the influence of any unauthorized controlled substance, illegal drug or alcohol on Company premises or Company business, in Company supplied vehicles, or during work hours; being under the influence of alcohol is defined as an alcohol content of .04; being under the influence of any unauthorized controlled substance or illegal drug is defined as testing positive at a specified ng/ml level: all positive drug tests shall be conclusive presumption of impairment at the time tested.
4. Use of alcohol or possession, use, manufacture, distribution, dispensation, or sale of illegal drugs on or off Company premises that adversely affects the employee's work performance, his own or others' safety at work, or Twisted Herb's regard or reputation in the community.
5. Switching, adulterating, or diluting any urine sample submitted for testing.
6. Refusing or delaying consent to testing or to submit a breath, saliva, urine or

- blood sample for testing when requested by management.
7. Refusing to submit to an inspection when requested by management.
 8. Failing to adhere to the requirements of any drug or alcohol treatment or counseling program in which the employee is enrolled.
 9. Conviction under any criminal drug statute.
 10. Arrest under any criminal drug statute under circumstances which adversely affect Twisted Herb's regard or reputation in the community.
 11. Failure to notify Twisted Herb of any arrest or conviction under any criminal drug statute within five (5) days of the arrest or conviction.
 12. Failure to report to your supervisor the use of a prescribed drug which may alter the employee's behavior or physical or mental ability.
 13. Failure to keep prescribed medicine in its original container.
 14. Refusal to complete a consent form prior to testing.
 15. Refusal to complete the Chain of Custody after submission of a urine or blood specimen.
 16. Failure to provide a required amount of urine for a drug screen within 3 hours of first attempt.

Drug Testing Types

All DOT tests will be split specimen tests.

1. **Pre-employment:** All candidates who have been given a conditional offer of employment will be required to take a pre-employment drug urinalysis and / or alcohol test. Applicants whose test results and interviews, combined with general reference and background checks, indicate that the applicant is currently under the influence of alcohol or is using prescription drugs other than in accordance with a physician's directions for use, or non-prescription drugs, will not be hired.
2. **Probationary:** All probationary employees will be subject to drug or alcohol testing at any time.
3. **Reasonable Suspicion Drug or Alcohol Testing:** Employees who are believed to be using or to have used drugs and / or alcohol in violation of Twisted Herb's policy may be tested if such suspicion exists. The suspicion may be drawn from specific objective and articulable facts and / or reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inference may be based upon:
 - a. Observable phenomena while at work, such as direct observation of drug and / or alcohol use or the physical symptoms or manifestations of being under the influence of a drug and / or alcohol.
 - b. Abnormal conduct or erratic behavior while at work or significant deterioration in the work performance.
 - c. A report of drug and / or alcohol use, provided by a reliable and credible source.

- d. Evidence that an individual has tampered with a drug and / or alcohol test during his employment with Twisted Herb.
 - e. Information that an employee has caused or contributed to or been involved in an accident while at work, including accidents involving a Company vehicle or equipment.
 - f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs and / or alcohol while working or while on Company premises or while operating Company vehicles, machinery, or equipment.
4. **Post-Accident or Injury:** Any reportable accident involving a company vehicle in which an employee receives a citation for a moving traffic violation. Any industrial work incident involving injury to self or others, and any incident that involves property damage.
 5. **Random:** All employees will be subject to random drug testing. The number of tests conducted under this section annually shall equal or exceed 50% of the average number of employees annually. The employee(s) to be tested will be notified immediately prior to the test being conducted. Any employee who is subject to follow-up testing will be required to submit to a random drug test.
 6. **Follow-up:** If the employee during the course of employment enters an employee assistance program for drug-related problems or an alcohol and drug rehabilitation program, the employer may require the employee to submit to a drug test as a follow-up to such program, and on a monthly, quarterly, semi-annual, or annual basis, at its sole discretion, for up to five years thereafter.

Testing Procedure

All tests sent to laboratories will be conducted and evaluated pursuant to standards adopted by DOT.

Fitness for Duty

Any employee whose alcohol test is greater than .02 and less than .04 shall be unfit for duty, sent home without pay and will receive a final written warning.

Searches

When there is a reason to believe, in the opinion of Twisted Herb Cultivation, LLC, that an employee is under the influence of intoxicants, drugs or narcotics, or is in the possession of any intoxicants, drugs, narcotics or equipment, products or materials, which are used, or are intended for use or designed for use with non-prescribed controlled substances, Twisted Herb Cultivation, LLC may request that the employee submit to a search by Company representatives of his / her person and / or property (including offices, lockers, desks, cabinets, closets, and vehicles brought onto company premises).

Drug-Free Awareness Education Program

Twisted Herb Cultivation, LLC will provide information to inform employees about the dangers of drug

and alcohol abuse, the indicators of drug and alcohol abuse, Twisted Herb's policy of maintaining a drug-free workplace, the availability of community drug counseling and rehabilitation resources, and the penalties that may be imposed for violation of the policy.

Supervisory personnel will receive periodic training on the conduct, behavior, and treatment of drug and alcohol abuse.

Discipline

An employee who refuses to submit immediately upon request to a search of his or her person or property or to a blood test, urinalysis, "breath analyzer" test, or other diagnostic, or who otherwise is in violation of this policy is subject to disciplinary action up to and including immediate termination. An employee who refuses to submit to or cooperate with a breath, alcohol or urine drug screen test after an accident is subject to disciplinary action up to and including termination.

Drug and Alcohol Testing and Worker's Compensation Insurance

Under Alabama Code, Section 25-5-51, workers who are injured at the workplace or in the course of employment may be tested for drugs and alcohol and if impaired, may not be paid benefits under the Alabama Worker's Compensation Law if the injury is a result of an accident caused by drug and / or alcohol impairment.

"A positive drug test conducted pursuant to standards adopted for drug testing by the U.S. Department of Transportation in 49 C.F.R. Part 40 shall be a conclusive presumption of impairment resulting from the use of illegal drugs. No compensation shall be allowed if the employee refuses to submit to or cooperate with a blood or urine test as set forth above after the accident after being warned in writing by the employer that such refusal would forfeit the employee's right to recover benefits under this chapter."

Twisted Herb Cultivation, LLC now cautions you that refusal to take an alcohol or urine drug test after an accident will forfeit your rights to recover benefits under the Alabama Worker's Compensation Act.

Company Property

Twisted Herb property covered by this policy includes property of any nature owned, controlled, or used by Twisted Herb Cultivation, LLC, including parking lots, offices, desks, lockers, and vehicles.

Reservation of Rights

Nothing in this policy alters the fact that employees who are not part of the union's bargaining unit are employed for an indefinite period and that either the employee or Twisted Herb Cultivation, LLC may terminate such employment with or without cause at any time for any

reason. Neither this policy nor any related policies, practices, or guidelines are employment contracts or parts of any employment contract. Due to the nature of Twisted Herb's operations and the possible need to accommodate individual situations, the provisions of this policy or of any related policies, practices, or guidelines may not apply to every employee in every situation. Twisted Herb Cultivation, LLC reserves the right to rescind, modify, or deviate from this or any other policy, practice, or guidelines as it considers necessary in its sole discretion, in either individual or company-wide situations with or without notice.

IV. COMPENSATION AND BENEFITS

Insurance

When you have completed your ninety (90) days introductory period, you are eligible to be covered under the Health and Welfare plans at Twisted Herb Cultivation, LLC. subject to the terms and conditions of each plan. Twisted Herb offers the following benefits to you:

| | | |
|----------------------|-------------------|-----------------------|
| Medical Insurance | Dental Insurance | Vision Insurance |
| Group Life | Supplemental Life | Short-Term Disability |
| Long-Term Disability | Critical Illness | Accident Insurance |

Please see your benefits information for current coverages and premiums. If you have any questions about your medical insurance, contact human resources.

401(k)

You will be allowed to participate in the 401(k) plan after you have met the requirements of the plan. For specific questions regarding contributions, employer matching, funds and vesting rules, please see your benefits information or your human resources department.

Paid Vacations For All Full Time Employees

All vacations are earned from anniversary date (first day of employment) to anniversary date and will be taken from anniversary date to anniversary date. No more than one (1) week of vacation time can be carried over into the next year, unless it is approved by management. Any unused vacation more than one week will be forfeited. Vacation pay will be based on weekly earnings of forty (40) hours, except for drivers. Driver vacation pay will be a set amount. All vacations must be scheduled with your immediate supervisor. Any employee who voluntarily resigns and fails to give Twisted Herb two weeks' notice, shall forfeit any accrued vacation pay. Please refer to your vacation policy for more information.

Holidays

If you are an eligible employee, you will be entitled to receive the several paid holidays. The following guidelines will be used in determining eligibility for holiday pay.

For employees who regularly work four (4) or more 10-hour workdays per week, they shall be granted ten (10) hours straight time for holidays, and all regular employees who work five (5) 8-hour days or more shall be paid eight (8) hours at their regular straight time hourly rate (subject to all other qualifying provisions) for the following holidays:

- New Year's Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day
- Anniversary date of employment
- Bi-Weekly and Salaried employees are eligible for 3 floating holidays to be used at their discretion with manager's approval after completion of one year of service

In order to be eligible for the paid holidays, the employee must meet the following three (3) conditions:

1. The employee would otherwise have been scheduled to work on the holiday if it had not been observed as a holiday,
2. The employee works the last scheduled working day prior to the holiday and the next scheduled working day after the holiday, unless prevented through no fault of the employee or excused absence by Twisted Herb and has done some work within thirty (30) calendar days prior to the holiday, and
3. If scheduled to work, the employee actually did work on the holiday.

When any holiday specified above falls on a Sunday and the Monday following is observed as the holiday by the State or Federal Government, the Monday shall be deemed the holiday. For employees who work on night shift, the night before the holiday will be celebrated as the holiday.

An employee failing to work on a holiday when he volunteers to do so or is scheduled to do so shall forfeit any claim to holiday pay.

A holiday is a work day of 24 hours, embracing at least a part of the calendar day celebrated. This means night shift will work their regular shifts on a part of the calendar holiday without extra pay.

Employees will be able to take their anniversary and birthday holidays no sooner than ten (10) days prior to the holiday nor later than 180 days after holiday. Employees must schedule these holidays five (5) days in advance with their immediate supervisor.

Bereavement Leave

A regular employee, upon notification to his / her supervisor, will receive necessary time off, up to two (2) days with pay, to attend the funeral of any of the following regular employee's relatives: husband, wife, child, mother, father, sister, brother, grandparent, mother-in-law, father-in-law, or spouse's grandparents. Twisted Herb will pay the regular employee's normal and regular compensation for this time off because of the death and funeral of the above-specified family members. The two (2) days off with pay shall be within the period of the day of the death and the day of the funeral. The employee may be required to provide proof of funeral attendance.

Civic Responsibilities

Twisted Herb recognizes the privileges and duties of citizenship and encourages you to accept your civic responsibilities. Therefore, time off will be granted according to Twisted Herb policy and state laws for:

Jury Duty and Subpoena Duty

Full-time employees absent from their scheduled work shift to serve on a jury or as a witness in a legal proceeding pursuant to a valid subpoena will be paid for eight (8) hours a day for jury duty, and may keep the money that they receive for jury duty. If you are called but then released from serving on a jury during normal working hours, you are expected to report to work as soon as you are released. Witness pay will not be paid in situations when subpoenas are issued in suits where the employee or the employee's family members are either the plaintiff or defendant.

Please notify your supervisor as soon as you are called for jury duty so that he or she can arrange for your replacement during jury duty.

Military Leave

Twisted Herb is committed to protecting the job rights of employees who serve in the United States' uniformed services. Employees who are required to fulfill military obligations will be given the necessary time off to meet those commitments. Twisted Herb complies with the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and all applicable state laws governing military leave, reemployment and/or reinstatement.

An employee requiring military leave, whether for training or active duty, should notify his/her supervisor and Human Resources as soon as the employee receives orders for training or duty. Once notification has been made, the human resources department will issue a letter to the employee stating his/her rights and responsibilities under USERRA. Supervisors receiving an employee's request for military leave should also contact the human resources department immediately.

Upon completion of uniformed service and upon timely application for reemployment, employees are eligible for reemployment in a manner consistent with controlling federal and state law.

V. MISCELLANEOUS INFORMATION

Care of Equipment and Machinery

Twisted Herb has invested many dollars in equipment and machinery which are designed to enable you to do your work more efficiently. Your cooperation in the care and use of this equipment is necessary to maintain it in good condition. Defective equipment could pose a danger to you or your co-workers. Therefore, if any of your equipment is defective, please notify your supervisor immediately so repairs or replacements can be made.

Break Room

A break room has been provided for all employees by Twisted Herb for their comfort. Please remember that it is your responsibility to clean up any trash or messes after you have completed your lunch period or break.

There will be no food, lunch or drink containers allowed in the cultivation areas. All food and drink items are to be kept in the break room. If you lose money in one of the machines, do not kick, hit, or damage the vending machine in any way. Report lost money to your supervisor.

Good Housekeeping

One sure indication of an efficient worker is the condition and appearance of his or her work area. Orderliness in your work area reduces accidents, improves health conditions, reduces fire hazards and adds to the efficiency of your work. We can all help by placing trash in the containers provided and by applying a few simple rules and tidiness. It is everyone's responsibility to help keep our warehouse, office, and work areas clean.

Smoking

In accordance with the various city ordinances and company requirements, smoking regulations have been established. Smoking is not permitted anywhere on the property. The use of electronic cigarettes also applies to this policy. They are prohibited.

Mobile Devices

Cell phones, tablets, laptops, blackberries, kindles, i-phones, i-pads, i-pods, or any other mobile device are prohibited from use in the cultivation areas. This is a safety violation and usage of these devices inside the cultivation areas will result in immediate suspension on the 1st offense.

Personal Telephone Calls

Twisted Herb's telephone lines are usually busy with business calls. We recognize the need for occasional personal calls, but they must be kept to a minimum. If you are away from a telephone, messages will be delivered to you in case of emergency only. Use of our Company line for personal calls is strictly prohibited.

Advances and Receivables

Cash advances and employee charges are not allowed.

Visitors

Due to Twisted Herb's insurance and safety policies, visitors will not be permitted in the cultivation or secure areas unless a prearranged appointment has been made with management. There are no exceptions to this rule, so please make your friends and family aware of the policy.

Solicitation

Twisted Herb Cultivation, LLC prohibits the solicitation, distribution and posting of materials on or at Company property by any employee or non-employee, except as may be permitted by this policy. The sole exceptions to this policy are charitable and community activities supported by Twisted Herb Cultivation, LLC management and Company- sponsored programs related to Twisted Herb Cultivation, LLC products and services.

Herb premises at any time. Employees may only admit non-employees to work areas with management approval or as part of a Company-sponsored program. These visits should not disrupt workflow. Twisted Herb employees must accompany the non-employee at all times. Former employees are not permitted onto Company property except for official Company business. Employees may not solicit other employees during work times, except in connection with a Company approved or sponsored event. Employees may not distribute literature of any kind during work times, or in any work area at any time, except in connection with a Company-sponsored event. The posting of materials or electronic announcements are permitted with approval from Human Resources. Violation of this policy should be reported to Human Resources.

Personnel Files

The Human Resources department maintains personnel files for each employee. These files are the property of Twisted Herb Cultivation, LLC. These files contain documentation regarding all aspects of the employee's tenure with Twisted Herb such as performance appraisals, beneficiary designation forms, disciplinary warnings, and letters of commendation. The records are maintained for payroll and possible emergency situations. You may review your personnel file by appointment only and an HR representative must be present while you review your file. You may not remove anything from your file. If you are interested in reviewing your file, contact your supervisor to schedule an appointment.

Your supervisor keeps weekly records of your work performance, tardiness, absences, accidents and those disciplinary actions which go into your personnel file. He or she does this to have factual information regarding your progress so he or she can help you improve.

To ensure that your personnel file is up to date at all times, notify the Human Resources department of any changes in information such as:

1. Your name,
2. Telephone number,
3. Home address,
4. Beneficiary designations
5. A birth or death in your family
6. A change in income tax dependents
7. A marriage or divorce
8. Names of individuals to notify in case of an emergency.

Updates and / or changes to personal information are the responsibility of the employee.

Workplace Searches

All articles carried in or out of any Company facility will be subject to inspection by Company Supervisors or Security Officers without notice.

Employees are expected to surrender all items for an inspection at the request of any Company Security Officer or Supervisor. Employees are also expected to open hand carried items such as purses or bags so that they may be inspected. Employees who refuse this inspection will be told to leave the property immediately, and may be subject to termination from employment with Twisted Herb Cultivation, LLC.

Visitors and other outside persons are expected to abide by these rules as well. Failure to cooperate with Security Officers or Supervisors may result in notification of local authorities and permanent expulsion from Company property.

This policy is intended to promote safety and loss prevention. There are no exceptions to this policy.

VI. SAFETY

Twisted Herb Cultivation, LLC is committed to providing a safe working environment. With this

commitment, Twisted Herb complies with relevant federal and state occupational health and safety laws to develop the best feasible operations, procedures, technologies, and programs conducive to such an environment.

Twisted Herb policy is aimed at minimizing the exposure to our employees, customers, and visitors to health and safety risks. To accomplish this objective, each employee is expected to work diligently to maintain safe and healthful working conditions and to follow proper operating practices and procedures designed to prevent injuries and illnesses.

Your welfare and safety and that of your co-workers depends upon your physical and mental condition as well as attention to safe working procedures. Every accident, however slight, and whether or not there is an injury involved, must be reported immediately to your supervisor so that it may be investigated and the causes corrected. If you are aware of any unsafe or hazardous condition, it is your responsibility to report this information to your supervisor. Employees who fail to report unsafe conditions and /or employees who are repeatedly involved in accidents after safety training shall be subject to discipline.

Please refer to your enclosed Safety, Health, and Environmental Guidelines and Rules for specific information.

Reporting Injuries

Twisted Herb Cultivation, LLC will rely on trained medical authorities to administer medical attention to employees. Employees that have first aid training may provide first aid as an act of a Good Samaritan. Additionally, minor first aid may be self-administered by the affected employee.

1. See your supervisor or, if applicable, the facility nurse should you need first aid.
2. Any injury, no matter how minor, must be reported immediately to the safety officer, nurse, or your supervisor and first aid administered, if required. An injury that is not reported prior to leaving company premises becomes questionable as to work-relatedness. Failure to properly report an injury may result in disciplinary action.
3. If an employee feels sick, they must report the case to their supervisor immediately.
4. Work related illnesses are to be handled in the same manner as work related injuries.
5. Do not attempt to remove any foreign body lodged in your eye or in the eye of another employee unless accomplished by rinsing. Professional medical attention is required.
6. If the services of a doctor are required, the Manager will arrange for such service. An "Authorization for Medical Treatment" form must accompany any Employee sent for outside medical treatment. After treatment, a copy of the authorization form,

with the doctor's report of treatment rendered and any restrictions shall be given to the Manager.

7. When an injured Employee cannot come back to work, it is the employee's responsibility to keep Twisted Herb informed of any change(s) in his/her condition and to forward any doctor's report to the nurse.
8. Do not attempt to move an employee who has sustained a fall unless the employee is in imminent danger of further injury.

Crime Prevention & Techniques

We have installed twenty-four-hour alarm systems in all facilities where cannabis or medical cannabis products are present. Such alarms must always be fully operational, securing all entry points and perimeter windows, be equipped with motion detectors and pressure switches, and must cover all areas where cannabis or medical cannabis products are delivered, received, handled, stored, prepared, processed, tested, packaged, labeled, or readied for transport. Employees should never tamper with or alter these systems, and any errors or malfunctioning equipment must be reported to the manager or supervisor on duty immediately.

Reception areas and personnel adjacent to ingress and egress points shall have ready access to duress panic and hold-up alarms that may be activated in the event of access by unauthorized personnel or intruders. All employees will be trained on the location and use of these devices. Devices must never be activated except in an actual emergency.

Broadcast communication devices (cell phones, intercom equipment or the like) must be carried by each employee when they are working in locations without such equipment installed. Employees must ensure these devices are accessible for communication by all personnel at all times, and particularly at perimeter ingress/egress stations, facility reception areas, and the security office. Employees must check and be aware that all devices and equipment must provide information with sufficient clarity to be heard and understood by all personnel and visitors within earshot of the employee receiving the communication.

Our audio/video surveillance system will be in continuous operation 24 hours per day. Employees should have no expectation to privacy while at work, except in restrooms. Cameras will be fixed in place covering both the interior and exterior of the each 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. Surveillance is also compulsory in company vehicles, with cameras capable of identifying individuals clearly, and picking up sound at 20 decibels or greater.

surrounded by a fence or barrier designed to prevent access by unauthorized persons and to limit the visibility of our cultivation operations, and that these fences and barriers must have sufficient lighting to allow for the proper functioning of related 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. Employees must regularly check the lighting system, fencing, and barriers for deficiencies, and report these to management immediately when discovered.

For safety purposes, employees are advised that exterior doors are reinforced to withstand unlawful forcible entry, and employees should take great care to ensure that exterior doors shall, at all times, remain locked against outside intruders, while allowing free egress by the facility's occupants in the event of an emergency. Employees agree to abide by a keycard system for access to these doors. Keycards should never be mutilated or tampered with, and employees should never lend or otherwise make available their keycards for use by any other person.

Because exterior walls and windows of our facility are reinforced to withstand unlawful forcible entry, employees must pay special attention to ingress and egress points, and methods of evacuation in the event of an emergency.

Security guards employed by our facility will be armed. These guards are third party contractors with proper authorizations and certifications in security and weaponry. Employees should never fraternize with security guards while they are actively on duty, nor should employees ever handle, tamper with, or otherwise use any equipment intended for security guards.

Employees will be trained in the use of strict access controls to protect areas where cannabis or medical cannabis and daily monetary receipts are handled or stored – in a secured, locked room or vault with minimal access. Employees, while on duty, will be required to wear identification badges that clearly identify them as employees.

All employees will help to ensure that 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 our premises. Should there be any suspicion of theft or diversion of cannabis or cannabis products, employees are required to report this to management immediately to guarantee that we can alert the Commission to any such events within 24 hours of the event or its discovery.

Twisted Herb Cultivation, LLC Alabama Distributing Company, Inc.

ACKNOWLEDGMENT OF RECEIPT
of
Twisted Herb Cultivation, LLC Employee Handbook

I hereby acknowledge receipt of this handbook and recognize my obligation to be aware of and understand its contents. I further acknowledge I have reviewed and understand this handbook and will abide by it. I acknowledge that as a condition of employment, I must follow the terms and conditions outlined therein.

Employee Name (Print)

Date

Employee Signature

Date

Exhibit 22 - Quality Control and Quality Assurance

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.

William D. McNeal

Printed Name of Verifying Individual

CEO/owner

Title of Verifying Individual



Signature of Verifying Individual

12/28/22

Verification Date

Introduction

We are dedicated to establishing procedures and products that are safe and consistent. Our quality control (“QC”) and quality assurance (“QA”) plan defines methods within the cultivation process that will provide consistently safe, potent, and high-quality products, including testing at different stages of production, and a plan for any failed test samples. We designed this plan in alignment with industry best standards, good agricultural practices, good manufacturing practices, and regulatory compliance, with a focus on employee, patient, and community safety. Our executive team will review this plan at least annually to identify areas of improvement and implement changes. Ala. Admin Code. r. 538-x-3-.05.03.m.16.d. We will promptly notify the Alabama Medical Cannabis AMCC (“the AMCC”) of any changes to our QC/QA plan.

Internal record keeping will document all cultivation details, materials, and other ingredients utilized in each cultivation batch, storage of cannabis, and any destruction or disposal. We will maintain these records for at least two years and reference record keeping documents in the event of a recall. Ala. Admin Code. r. 80-14-1-.16.01. A harvest or batch number will be assigned to cannabis products to facilitate quick and easy identification in the event of a recall.

22.1 - Quality Manufacturing Processes

We will provide high quality products with consistent standards of safety, potency, stability, and lifespan. Each step of our manufacturing processes will include quality control.

Our Director of QA/QC will construct our QA/QC plan and perform reviews of the plan monthly during Year One and every six months thereafter. When creating QA/QC plans and SOPs for each area of our business, our quality staff will apply a foundational QA tool known as the PDCA cycle, short for “Plan, Do, Check, Act.” The cycle begins by defining what objectives must be met to guarantee the quality of the product or process in question and developing a plan to accomplish those objectives. The next component is to carry out the plan in a small-scale, controlled environment, where outcomes can be easily measured, and real-world data gathered. After performing the plan, the plan must be checked by reviewing the results against desired outcomes and identifying differences and similarities. Finally, action will be taken to address the root causes of undesirable outcomes identified in the

previous step and adjustments will be made to the QA/QC plan to avoid these deviations in the future.

Our quality staff will continually employ the PDCA cycle to assess and improve our QA/QC plan and associated SOPs. When modifications to the QA/QC Plan become necessary, the Director of QA/ QC will be responsible for ensuring that current revisions are included in the QA/QC Plan and associated SOPs, and that distribution of the revised plan is made to all appropriate parties. We will also update all documentation methods and associated SOPs with all regulatory changes or process changes within the facility such that there is never a lapse in the quality of our records or question as to their proper storage.

For a QA/QC plan to function properly, provisions must be made for effective communication of the results from QA/QC activities to all affected parties. We will establish clear channels of communication and outline the given party's responsibilities. All changes and revisions made during reviews will be implemented into our written SOPs and forwarded to all appropriate parties, allowing staff throughout our operations to keep up to date on our continuously evolving business practices. All revisions to the plan will be clearly marked. In the event a major revision to the QA/QC Plan is required, each copy will be reissued to all appropriate employees.

Functions of QA/QC

Although QA and QC are independent, both are interrelated functions. QA is process oriented, encompassing the entire process from cultivation through finishing and packaging of finished cannabis, and ends when the product leaves the facility and is sent to, and enters, the receiving medical cannabis facility. The ultimate goal of QA is to ensure patient safety.

Conversely, QC is product oriented, composed of in-process testing and testing of the final product. The role of QC is to develop testing methods, establish product specifications (e.g., the acceptable values for product quality standards), and perform the testing for every batch cultivated. Another way to view the roles of QA and QC is when there is deviation in the QC process (e.g., a test was performed by QC outside of *its* validated processes). In such a case, the QC team would conduct the investigation into what went wrong, while the QA team would review that investigation for compliance.

Departmental directors and managers will develop a process for each stage of operations, validate the process (e.g., repeat the process multiple times to demonstrate that the process always yields a product with the same quality standards), and establish narrow “target” ranges and wider “acceptable” ranges for every process parameter. If deviations happen outside of the narrower range, but within the wider range, QA will accept that the product is safe though not optimal. If the deviations happen outside of the wider range, QA will reject the batch, or may require additional data to support the release of the product.

Manufacturing QA/QC and Audits

The Director of QA/QC will conduct weekly QA/QC inspections of our processes to identify problems, inadequacies, or gaps in any SOPs. She will also confirm that our employees cultivate and manufacture all cannabis consistently in a safe manner, to provide safety, potency, stability, lifespan, and consistency among batches, in accordance with our SOPs and applicable laws. This will include inspections of cultivation and manufacturing materials and completed batches, oversight of cultivation and manufacturing activities, and training/retraining of cultivation and manufacturing staff in response to changes in SOPs, or the Rules, or repeated errors identified by the quality managers.

Our CCO and Director of QA/QC have extensive experience in compliance and quality concerns across numerous industries. As an extra measure of protection for our staff, consumers, and the public, the Director of QA/QC will conduct cultivation and manufacturing line audits periodically throughout daily activities and during startup and shutdown operations. Audits will include inspections of equipment and inventory, making sure cultivation and manufacturing equipment and machines are in good operating order. The inspection will also include inspecting cultivation and manufacturing materials for structural integrity, damage, or defects. Our manufacturing audit also evaluates overall cultivation and manufacturing efficiency, downtime, and any product damage or loss caused by our cultivation and manufacturing SOPs. This audit will identify issues for which we will immediately work to find solutions and integrate them into our SOPs. We will also revise our SOPs immediately to integrate any changes to applicable laws or regulations approved by the legislature or the AMCC.

Handling and Sanitation Standards

This subsection provides an overview of the safety and sanitation practices we will use in our cultivation and related manufacturing activities. We will maximize the potential of the cannabis we grow by using sophisticated equipment and employing agricultural and cannabis industry best practices. We will document these best practices in SOPs, which we will generate prior to commencing business. Together, the procedures outlined in this section will maintain adequate sanitation principals in all areas of operations at our facility, including transporting, segregating, preparing, producing, packaging, and storing of cannabis.

Throughout training for every process within the facility, management will emphasize the importance of sanitation for preventing contamination. By teaching staff how to minimize the transmission of contaminants, we will operate a facility that cultivates safe, contaminate-free medical cannabis. Other training specific to chemicals will include how to store different chemicals and cleaning compounds and how to sanitize equipment using any AMCC-approved sanitizing agents. We will train all relevant staff to inspect the quality of the locker and ensure that it always meets or exceeds the NFPA Flammable Liquid Code #30 and OSHA Standard 1910.106 for storage of Class I, II, and III liquids. We have incorporated sanitation practices into SOPs for all activities within the facility such that every procedure concludes by returning the space in which it occurs to a clean baseline state. This will include all equipment used in the performance of such operations, such as scissors, buckets, carts, and other miscellaneous items. We will also properly dispose of all disposable items used in operations, with trash removed daily and whenever containers are full, and at the conclusion of activities. Collectively, these controls will help provide sanitary conditions, well maintained throughout all operations, to produce contaminate-free medical cannabis.

Additionally, we will develop internal formalized inspections of the entire facility, and request all required inspections with the AMCC and other necessary state and local agencies prior to commencing operations. During inspections, management will make our entire facility accessible to inspectors, including every area used for production, preparation, manufacture for sale, storage, sale, distribution, or transportation of medical cannabis, as well as all associated utensils, fixtures, furniture, machinery, and devices. Management and other staff will perform sanitation inspections of cultivation and associated manufacturing

areas quarterly (on a staggered schedule) or after any pest response incident. Inspections will consist of a full sweep of production areas, with a particularly close eye paid to conditions within the cultivation and associated manufacturing areas. During this inspection, the managing staff member will record all observed deficiencies in physical controls and order their repair or lapses in cultural controls and order the completion of additional training. The observation of any physical deficiency or cultural lapse will result in a reevaluation of SOPs relating to that area or operation. The [CCO] and associated management-level staff will update all existing SOPs involved with new best practices to avoid the deficiency/lapse in the future. Compliant procedures and regular inspections will guarantee that, if contaminants or pest are present within the facility, they are observed and addressed as quickly as possible.

Facility Sanitation Generally

Maintaining a sanitary facility is essential to preventing contamination of our medical cannabis inventory that could lead to diminished quality and potentially impact patient safety. We will outfit our facility, including all floors, walls, and ceilings, in a manner to allow for easy cleaning and sanitation by minimizing areas where unsanitary conditions may develop, keeping our facility in good repair, and making all areas of the facility readily accessible by operations and sanitation staff. Assisted by our thoughtful facility design, sanitation staff will be able to easily perform daily cleanings to maintain the entirety of our building, fixtures, and other facilities in a sanitary condition, with all cultivation and associated manufacturing areas maintained free of debris. In conjunction with constructing an easily cleanable facility, we will provide adequate lighting in all areas where medical cannabis is stored, and in all areas where equipment and utensils are kept or sanitized.

Sanitation staff will perform cleanings of all contact surfaces, including utensils and equipment used for preparation of cannabis, as frequently as our company procedures deem necessary to protect against contamination. To facilitate effective and adequate cleaning, our equipment and utensils will be designed and made of material and workmanship that is suitable for sanitary handling of cannabis. Further, sanitation staff will only use sanitizing agents that are approved by the AMCC and will always use agents in full accordance with instructions on the product label. All cleaning and sanitation supplies intended for general

facility upkeep will be held in a cleaning closet. Sanitation staff will identify all toxic cleaning compounds and sanitizing agents and store them in a manner in accordance with manufacturer's recommendations and product labels, as well as any applicable local, state, or federal law, rule, regulation, or ordinance.

Sanitation staff will also maintain all operating systems for waste in a manner as to not constitute as a source of contamination in areas where cannabis is exposed. All litter, waste, and debris will be regularly disposed of in the proper waste system as to not contribute to contamination in areas where cannabis is exposed. We will diligently monitor and screen our entire facility for pests while implementing and maintaining our Integrated Pest Management ("IPM") protocols. These protocols include the removal of rubbish to minimize the possible development of odor and/or harborage or breeding place for pests.

Good Agricultural & Collection Practices

Our qualified cultivation team will enact good agricultural and collection practices ("GACP") to provide the highest quality cannabis to our customers. We will establish practices using the WHO Guidelines on good agricultural and collection practices for medicinal plants. We have modeled our approach for maintaining adequate product supply WHO guidelines for maintaining adequate supply of medicines, and similarly we believe that modeling our cultivation practices on WHO guidelines for the cultivation of medicinal plants will ensure that our operations exceed standards for quality and safety. The WHO guidelines for GACP were developed under the overall context of quality assurance and control, providing general guidance on the sustainable production of herbal products classified as medicines. These guidelines are also aimed at the promotion of sustainable use and cultivation of plants. Below are some examples of employee health and hygiene practices that we will adopt in line with recommendations established by the WHO, and any requirements from the AMCC.

We will create and implement strict personal hygiene procedures for all individuals at our facility who may work in direct contact with cannabis. In order to maintain a sanitary facility, we will require that all employees bathe/shower before coming to work, wear a clean uniform each day, and maintain adequate personal hygiene. Employees who do not comply with policies regarding attire and grooming will be subject to disciplinary action, and

all our employees will maintain a high level of personal hygiene. We will prohibit employees who feel sick or display symptoms of an illness from working their scheduled shift, including handling any cannabis or related materials. Employees with any illness, open lesion (e.g., boils, sores, infected wounds), or any other abnormal source of microbial contamination for which there is a reasonable possibility of contact with cannabis will be required to remain at home until their condition is remedied. Employees with a combined cough and fever will also be required to stay home from work.

Any employee with the following diseases or conditions will not be permitted to come to work or to handle cannabis until cleared to return to work by a physician, in accordance with regulations applicable to food handlers:

- Amebiasis;
- Enterohemorrhagic E. coli;
- Shigellosis;
- Typhoid fever or paratyphoid fever;
- Hepatitis A, viral hepatitis, or jaundice of unspecified etiology; or,
- Persistent diarrhea.

The water supply at our facility will be safe, potable, and provide an adequate supply necessary for cannabis cultivation and related operations. Plumbing will be carefully installed and maintained, and of adequate size and design to carry sufficient quantities of water to required locations throughout the facility. Facility plumbing will properly convey sewage and liquid disposable waste away from the facility with no cross-connections between the potable water lines and wastewater lines. Our facility will also feature sufficient and readily accessible toilet facilities, which sanitation staff will maintain in a sanitary condition and in good repair, with sinks suitable for handwashing located at each toilet facility.

We will provide our employees and visitors with fully stocked and convenient handwashing facilities furnished with running water at a temperature suitable for sanitizing hands. Such facilities will be located where good sanitary practices require employees to wash and sanitize their hands and will also include effective nontoxic sanitizing cleansers

and sanitary towels or suitable hand drying devices. We will require all employees to wash hands thoroughly before starting each shift, before handling cannabis, and anytime hands become contaminated or soiled. When employees wash their hands, all exposed skin up to the elbow must be scrubbed for 10-15 seconds with particular attention given to nail beds, under fingernails, in finger webs, and the thumb. We will require that hands must be washed, at a minimum:

- Before donning fresh gloves;
- After the use of the restroom;
- Before and after handling any cannabis;
- After disposing of any waste, dirty surface, or taking out the garbage;
- After touching hair, face, body, clothes, or apron;
- After sneezing, coughing, or using a tissue;
- After handling any chemicals;
- After eating, drinking, smoking, chewing gum, or chewing tobacco;
- After handling money; and,
- After touching service animals.

We will train employees to use handwashing sinks only for handwashing. Other activities must occur in utility sinks. All designated handwashing facilities will feature large signs that clearly read in bold lettering, "FOR HANDWASHING ONLY." Signs with instructions for proper handwashing will be posted at handwashing stations and in restrooms to encourage proper practices, and we will include a demonstration of proper handwashing techniques in onboarding training.

Good Manufacturing Practices ("GMP")

We believe that growing exceptional cannabis source material is only the first step in ensuring quality. Our approach to quality will be integrated into every stage in the associated finishing and manufacturing process and we will prioritize quality and safety at every level of our company. Leading this effort will be our Director of QA/QC. She brings significant experience in quality management, having overseen quality assurance for over 15 years at

Koch Foods, managing a host of quality functions to maintain compliance with USDA standards. She will work collaboratively with other staff to ensure our extensive operational standards comply with current GMP principles. All procedures, methods, and facilities will be fully prepared for an inspection from the AMCC prior to full operations and will continue to retain their integrity for subsequent inspections from the AMCC and other agencies ensuring the safety of our medical cannabis.

Through the implementation of a Quality Management System (“QMS”), we will model our approach to quality based on compliance with standards set forth by the U.S. Food and Drug Administration (“FDA”) in 21 C.F.R. Part 111 and Part 117, which establish current good manufacturing practice in manufacturing for products fit for human consumption, such as dietary supplements and manufactured food. For example, we will conduct comprehensive hazard analysis with adherence to the Hazard Analysis and Critical Control Point (“HACCP”) system, which reduces food safety risks by identifying and controlling potential hazards at every part of the manufacturing process. 21 C.F.R. §117.130. Examples of Critical Control Points (“CCPs”) and preventative controls in the production process are food allergen cross-contamination mitigation, established recall plans, and appropriate labeling practices. 21 C.F.R. §117.135. We will establish facility, equipment, and personnel sanitation in accordance with 21 C.F.R. §117.10, §117.35, §117.37, and §117.40. Our general food safety plan integrates all of the aforementioned concerns, in addition to many others, and will sufficiently meet standards for manufacturing quality and consistent medical cannabis fit for human consumption. 21 C.F.R. §117.126. We understand these standards are changing as the industry evolves and will remain informed of such changes.

In addition to the rigorous up to date GMP standards, our operations take into account aspects of safety specific to the cannabis industry. For example, one significant consideration is how cannabinoid levels are affected by heat and moisture. We have designed the production process based on product requirements and specifications established for each of our unique cultivars. We will store cannabis that can support the rapid growth of undesirable microorganisms in humidity- and temperature-controlled rooms to prevent such growth.

Personal Protective Equipment

All employees and visitors are required to use PPE while within our facility. We will keep PPE readily available and adequately stocked in areas where it may be required. Staff and visitors must inspect PPE prior to each use, and staff must dispose of any damaged equipment or mark it as damaged and send it for repair.

We will require all staff to change into sterile clothing and dedicated footwear before entering the cultivation areas within our facility. Each staff member will don a sterile Tyvek® (or similar) suit, nitrile gloves, safety glasses, shoe covers, hair net, and a beard net (if applicable) before entering a cultivation area, and then perform all operations in them. If staff observe a defect in their PPE or another staff members' they will immediately cease their current task, leave the area, remove all PPE, and reset all personal sanitation procedures before reentering the area. Staff will perform visual PPE inspections on themselves and others before undertaking significant activities where the absence of a team member during that process would have a significant negative impact upon the success of the activity or the safety of plants or team members. Should the implementation of single-use Tyvek® suits be deemed too costly long-term, we will pursue a contract for reusable sterile gowning with a local vendor. PPE serves the ultimate purpose of protecting the plants from pests or other contaminants introduced by staff or other individuals within the facility.

We will provide gloves, coveralls, and respirators for use in conjunction with hazardous and potentially health-afflicting materials. We will require specific PPE be used when participating with certain aspects of cultivation. For example, when working with pesticides in particular, we will comply with all laws and administrative rules relating to the usage of pesticides in the State of Alabama as well as the Environmental Protection Agency's ("EPA") Worker Protection Standard guidelines for the appropriate respirator to pair with the given pesticide. Ala. Admin Code. r. 80-14-1-.13.01. To maintain worker and consumer safety, we will always refer to any AMCC authorized pesticide list when selecting pesticides for application and will identify, hold, and store pesticide chemicals, toxic cleaning compounds, and sanitizing agents in a manner that protects against contamination.

Each task performed within the facility will have an associated SOP, which details the PPE required for the specific task. PPE available onsite is identified in this chart:

| PPE | Required Use |
|--|---|
| Hand Protection (e.g., protective gloves, nitrile gloves) | Where cut hazards or potential exposure to corrosive liquids, blood, chemicals, or other infectious materials exist. |
| Head Protection (e.g., hard hats) | Where danger of falling objects exist. |
| Eye Protection (e.g., goggles or glasses) | Where risk of eye injuries exists, such as punctures, abrasions, contusions, or burns. |
| Face Protection (e.g., face shields) | Where danger of flying particles or materials exist. |
| Foot Protection (e.g., steel-toed Boots) | Where risks of foot injury from corrosive, poisonous, or hot substances, or from falling objects, crushing, or penetrating actions exist. |
| Hearing Protection (e.g., ear plugs) | Where risks of hearing damage from occupational noise exist and exceed the acceptable sound levels of the OSHA Noise Standard. |
| Respiratory Protection (e.g., respirator, gas masks) | Where respiratory health risks exist from inhaling smoke, fumes, particulate matter, etc. |
| Clothing Protection (e.g., plastic aprons) | Where risk of splashing chemicals exists. |
| Sanitation Equipment (e.g., shoe booties, hair nets, beard nets) | Where staff will be handling or manufacturing food or drugs. |

In addition to PPE, we will conspicuously place OSHA spill kits (compliant with *Title 29, Code of Federal Regulations*) and first aid kits throughout our facility.

22.2 - Testing

Production Testing

Product testing in the medical cannabis industry is crucial to patient safety, and we will follow all required AMCC testing protocols and utilize AMCC-approved state testing laboratories to assess the quality and safety of medical cannabis we produce.

Batches that have had samples submitted for testing will be retained and delegated to specific compartments or storage areas until the given batch has passed all mandatory testing. Finished cannabis will not be released for sale until all testing has been completed, passed, and product specifications have been met. Quality control personnel will review these documents and release the appropriate products into the dispensing product stream.

We will conduct testing at distinct points between plant cultivation, finishing stages, and the sale of our product to ensure no pesticides or other hazardous materials are present in our cannabis plant material. Ala. Admin Code. r. 80-14-1-.13.03. Before labeling a product for sale, we will officially test our products through a licensed state laboratory. We will log all testing results in the state seed-to-sale tracking system. Ala. Code § 20-2A-60(a). These practices will allow us to provide the highest quality medical cannabis to Alabama patients.

The Director of QA/QC will work with management to develop a process for all cannabis, validate the process, and establish narrow target ranges for every process parameter. In the event of nonconformance, the QA team will use a root cause analysis method. The QA team will then review the investigation and make appropriate changes and validate the process to guarantee compliance with regulations.

Licensed Testing

We will conduct a variety of tests on our cannabis, including in house testing and official testing through a State Testing Laboratory. Ala. Admin Code. r. 80-14-1-.13.03. We will make our cannabis available to an independent, third-party cannabis testing laboratory approved by the AMCC for purposes of sampling for safety and ingredient testing. We will select an AMCC-approved, accredited, independent laboratory that has adopted an SOP with a validated method to test cannabis plant material. All testing laboratories we contract with must be able to provide accurate and validated test results for: cannabinoid content and potency, terpene profiles, heavy metals, chemical contamination, microbials, mycotoxins, residual pesticides, residual solvents, and any other testing protocols as established by the AMCC. Ala. Admin Code. r. 538-x-10-.04.06.a-i. We will only work with testing laboratories that comply with all Laboratory Standards outlined by the AMCC. Ala. Admin Code. r. 538-x-10-.05.

We will always conduct testing through a licensed State Testing Laboratory and adhere to all testing regulations and requirements before selling or transferring any medical cannabis from our facility. Ala. Admin. Code r. 538-x-10-.01. Batches that have had samples submitted to testing labs or the AMCC will be retained and delegated to a storage area in the intermediate vault until the given batch has passed all mandatory testing. Finished products will not be released for sale until all testing has been completed, passed, and product specifications have been met. QC personnel will review these documents and release the appropriate products for sale.

All samples collected for testing will be derived from a single batch and will comprise at least ten grams and no more than thirty grams; a sample of medical cannabis will be derived from a single batch and must be the lesser of one percent of the total product weight of the production run or ten units of product. Ala. Admin Code. r. 538-x-4-.07.12.o.03.b. All samples will be homogenized before testing. Ala. Admin Code. r. 538-x-4-.07.12.o.03.b. Under no circumstances will we sell or transfer the cannabis or medical cannabis to another licensee, patient, or caregiver, unless and until the State Testing Laboratory clears us to do so based on the written results of successfully completed testing. Ala. Admin Code. r. 538-x-4-.07.12.o.03.c. All samples collected from our facility will be done in a manner that complies with applicable regulations from the AMCC. Ala. Admin Code. r. 538-x-10-.03.03. We will work closely with the State Testing Laboratory performing the testing to facilitate smooth and efficient testing procedures of all our medical cannabis. We will never use more than one State Testing Laboratory to perform official testing on the same batch or sample of cannabis or medical cannabis except as expressly provided in applicable regulation. Ala. Admin Code. r. 538-x-10-.03.04.b.

[OPTIONAL INTERNAL TESTING:]

Internal Testing

We will go above and beyond the required testing by building an internal testing laboratory. This will serve to further ensure patient safety, provide more insight into the exact point in the cultivation process at which quality failures occur, and enable us to perform research on the relationship between environmental control parameters/process

specification parameters and the resulting changes in genotypic and phenotypic qualities of the plant (e.g., CBD content, THC content, terpene profile, yield, height, and density).

We will purchase HPLC equipment to analyze its products for potency and USP <61> and <62> equipment (e.g., an incubator, petri dishes, a sterile hood, growth media, etc.) to analyze products for contaminants such as molds, insects, debris. We may also purchase ICP-MS equipment to analyze its products for heavy metals and GC-MS equipment to analyze products for residual solvents. We will perform all internal testing in designated cultivation rooms, which will be RAs under constant video surveillance, with access limited to authorized personnel who require such access for their job responsibilities.

For internal testing, random batch sampling, homogenous sampling, and other statistically sound sampling methodologies will follow testing lab protocols for collection of valid samples. When sampling takes place, we will take duplicate samples to ensure a retained sample is maintained on site and securely stored for a period of no less than one (1) year past the set expiration date. Sampling will be conducted at multiple stages starting with cannabis flower testing and then the finished product itself will be tested. These retained samples will provide for adequate product testing in the case a complaint is filed by a patient or another medical cannabis establishment.

Cannabis specifications will be based on the potency levels intended for each cultivar. We will utilize internal potency testing assays to correctly formulate finished products, label cannabis, and set product specifications. HPLC, in conjunction with a validated scientific method, will be utilized to measure the formulation THC:CBD ratios in finished cannabis. We will not use this testing to supplant approved testing laboratory analysis, rather, internal testing will serve as an additional tool to guarantee quality of products. These tests will allow us to rework and reformulate products and determine product potency matches the product specifications set by QA/QC personnel.]

22.3 - Returns and Remediation

Any test failure will be recorded in the seed-to-sale inventory system and will result in the entire cannabis batch associated with that result being quarantined. Ala. Admin Code. r. 538-x-10-.08.06. Within seven business days of test failure notification, we will communicate with the testing laboratory our acceptance of the result, or we will file to retest, challenge, or

request remediation of the result. Ala. Admin Code. r. 538-x-10-.08.05(a-d). We understand that we may not challenge or request a retest by a State Testing Laboratory unless, at the time samples are initially taken for testing, we ensure that three samples are collected at the same time by a State Testing Laboratory using tamper-resistant containers. Ala. Admin Code. r. 538-x-10-.08.06. Furthermore, one of the samples will be taken by the State Testing Laboratory for testing and we will place the other two samples in a secure quarantine storage area at our facility for further retesting by a secondary State Testing Laboratory. Ala. Admin Code. r. 538-x-10-.08.06. We may choose to conduct business for retesting and remediation with a different licensed testing laboratory. Ala. Admin Code. r. 538-x-10-.08.02.a. If at any time, further testing cannot be performed due to (A) the lack of available State Testing Laboratories to conduct further or additional tests, or (B) the lack of viable samples from which to perform retesting, tiebreak testing, or challenge testing, we will have no choice but to accept the result of the failed test and destroy or attempt remediation of the batch as required under the Rules. Ala. Admin Code. r. 538-x-10-.08.06(a-b). If a sample failed testing based on AMCC pesticide standards, we will immediately recall the cannabis from that batch. Ala. Admin Code. r. 538-x-10-.04.06.g.03.

If a sample provided for retesting meets products standards, we will process, package, label, or sell that cannabis, as notated in the Statewide Seed-to-Sale Tracking System and communicated by testing certificate. Ala. Admin Code. r. 538-x-10-.08.10. If, upon retesting, the sample fails the same official test, we will destroy and dispose of the entire batch. Ala. Admin Code. r. 538-x-10-.08.09. We will simultaneously initiate a recall on any cannabis from that batch or associated products that are no longer within our possession.

We will utilize all available resources to retrieve unsafe products as soon as possible. We may be in contact with the AMCC for communication about community safety and resolution of the issue. Our recall tracking will include how much product from the recalled batch has been sold, cannabis that is still available for sale, cannabis that is in the process of transfer, cannabis being processed, postharvest raw product, and all returned products. Ala. Code § 20-2A-60(a)(6)(a-e). We will coordinate transportation as needed between any other licensed cannabis businesses with impacted product and provide related documentation concerning the recall. Ala. Admin Code. r. 538-x-4-.07.12.o.04. Staff will receive all products returned to the facility, log them into the electronic inventory system, and immediately

secure and quarantine them in a Restricted Area, physically separated from all other products within our facility.

Upon completion of a recall, we will summarize details of the recall, record it in the digital inventory system, and submit a report to the AMCC. Our report will include, but is not limited to: the total amount of recalled cannabis, including types, forms, batches, and lots; for whom the recalled cannabis was received; the means of transport of the recalled cannabis; the reason for the recall; the number of recalled samples, types, forms, and batched, there were sent to laboratories, and the dates of testing and results; the manner of disposal of recalled cannabis including who oversaw the disposal, method of disposal, date of disposal, and the amount disposed of by types, forms, and batched. We will submit inventory data to the AMCC prior to destruction of any recalled cannabis. Ala. Code § 20-2A-60(a)(4). We will also include any additional information deemed relevant by the AMCC.

Whenever a sample fails any testing, the Director of QA/QC will initiate an investigation to determine when the contamination may have occurred, how it occurred, and whether company procedures to avoid such contamination were properly followed during production. If the investigation reveals that staff did not fully comply with our existing SOPs, our executive team and departmental directors/managers will retrain and discipline employees as necessary and, if possible, amend SOPs to avoid future misunderstandings of the correct procedures or to provide additional oversight to enforce the SOPs. If the investigation reveals any flaws or gaps in our SOPs that contributed to its occurrence, the Director of QA/QC will work with management to revise relevant SOPs so as to avoid similar issues in the future.

Conclusion

Product testing and QA/QC in the cannabis industry are crucial to patient and public safety, and we are dedicated to following all required AMCC testing protocols, implementing **internal testing standards and methods**, and utilizing approved state testing laboratories to assess the quality and safety of the medical cannabis we produce. Together, the testing standards set by our experienced team will help us to provide safe and high-quality cannabis with consistent potency, stability, and lifespan among batches of the same product. These

standards and methods are based upon AMCC guidelines and industry best practices to exceed the requirements for testing product quality and safety.

Exhibit 23 – Contamination and Recall Plan

Verification

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

William D. McNeal

Printed Name of Verifying Individual

CEO/owner

Title of Verifying Individual

William D. McNeal

Signature of Verifying Individual

12/28/22

Verification Date

Introduction

We designed this Contamination and Recall Plan in alignment with industry best standards, safety, good agricultural practices, and regulatory compliance. Our recall plan defines methods for adverse event notification, product returns, and investigative steps to be taken in the event a recall is required. Our executive team will review this plan at least annually to identify areas of improvement and implement changes. Ala. Admin Code. r. 538-x-3-.05.03.m.16.d. We will promptly notify the Alabama Medical Cannabis Commission (“the AMCC”) of any changes to this plan. We will always regard complaints and adverse events related to our cannabis products with the utmost importance and urgency.

Internal record keeping will document all cultivation details, packaging, storage, and any destruction or disposal of cannabis. We will maintain these records for at least two years and reference record keeping documents in the event of a recall. Ala. Admin Code. r. 80-14-1-.16.01. A harvest or batch number will be assigned to cannabis products for facilitation of quick and easy identification in the event of a recall. We will use the statewide seed-to-sale inventory tracking system, Metrc, as our comprehensive inventory system.

Our plan accounts for the safety of employees and others on the premises, notification of proper authorities, exploring the possibility of retesting or remediation, proper disposal of contaminated cannabis and medical cannabis, steps to be taken for the preservation of cannabis or medical cannabis, and the reasonable efforts to maintain access to medical cannabis by those who depend on it. Ala. Admin Code. r. 538-x-4-.07.12.o.04.

23.1 Provisions for Adverse Event Notification

We will provide several avenues for individuals to report adverse effects experienced with our products. Ala. Code § 20-2A-60(a)(9). Physicians, caregivers, and patients will be able to report issues with product by directly contacting our facility. Methods for this will include in person to any employee or electronically through our website. Certified physicians can make updates directly to Metrc and the patient registry. We prefer and will encourage direct contact from our patients. For all product complaints, regardless of severity, we will respond to the individual within one business day - if the individual desires a response and provides contact information. Upon receiving a complaint or notification considered to be an

adverse event, our General Manager (“GM”), will alert the Director of Quality Assurance and Quality Control (“DQAQC”), and notify the AMCC.

23.2 Factors for Recall

We will log all testing results in the state seed-to-sale tracking system. Ala. Code § 20-2A-60(a). Any test failure will result in the entire cannabis batch associated with that result being quarantined. Ala. Admin Code. r. 538-x-10-.08.06. Upon notification of a failed test, our managerial team will work with a State Testing Laboratory and either accept, retest, challenge, or request remediation of the result within seven days. Ala. Admin Code. r. 538-x-10-.08.05(a-d). If a sample failed testing based on Alabama Department of Agriculture pesticide standards, we will immediately recall cannabis and products from that batch. Ala. Admin Code. r. 538-x-10-.04.06.g.03.

If a sample provided for retesting meets products standards, we will process, package, label, or sell that product, as notated in the Statewide Seed-to-Sale Tracking System and communicated by testing certificate. Ala. Admin Code. r. 538-x-10-.08.10. If at any time, further testing cannot be performed due to the lack of available State Testing Laboratories or the lack of viable samples, we will accept the result of the failed test and destroy or attempt remediation of the batch as required under the Rules. Ala. Admin Code. r. 538-x-10-.08.06(a-b). If, upon retesting, the sample fails the same official test, we will order the destruction and disposal of the entire batch and document this action in the Statewide Seed-to-Sale Tracking System. Ala. Admin Code. r. 538-x-10-.08.09. We will simultaneously initiate a recall on any cannabis from that batch or associated products that are no longer within our possession. We understand the AMCC may, at its discretion, order our business to undertake a recall and we will always comply and cooperate with any recalls ordered by the AMCC.

23.3 Responsible Roles

We will train every employee at our facilities on our recall procedures. Our Chief Compliance Officer (“CCO”) and DQAQC will plan and conduct these staff trainings. Our Director of Security (“DOS”) will proactively introduce themselves to local police departments and first responders, and communicate their contact information, along with contact details for our business generally. In the event of a recall, the DOS will notify these

regulatory entities. The recall committee is comprised of the DOS, DQAQC, GM, and certified dispensers. The recall committee are tasked with working together to document the chain of custody of the affected product and notify the appropriate parties. The recall committee will coordinate transportation as needed between any other licensed cannabis businesses with impacted product and provide related documentation. Ala. Admin Code. r. 538-x-9-.03.03.j.03.

The DQAQC will oversee recall procedures. They will preside over the collection and record of our recalled products. Although Quality Assurance (“QA”) and Quality Control (“QC”) are independent, both are interrelated functions, and both have a role in recall and contamination procedures. Departmental directors and managers will develop a process for each stage of operations, validate the process (e.g., repeat the process multiple times to demonstrate that the process always yields a product with the same quality standards), and establish narrow “target” ranges and wider “acceptable” ranges for every process parameter. If deviations happen outside of the narrower range, but within the wider range, QA will accept that the product is safe though not optimal. If the deviations happen outside of the wider range, QA will reject the batch, or may require additional data to support the release of the product.

QA is process oriented, encompassing the entire production process from cultivation through packaging of manufactured goods, and ends when dispensing facilities have accepted the product and it undergoes their own QA and QC processes before sale to patients. The ultimate goal of QA is patient safety. Conversely, QC is product oriented, composed of in-process testing and testing of the final product. The role of QC is to develop testing methods, establish product specifications (e.g., the acceptable values for product quality standards), and perform the testing for every batch cultivated or manufactured. Another way to view the roles of QA and QC is when there is deviation in the QC process, e.g., a test was performed by QC outside of its validated processes. In such a case, the QC team would conduct the investigation into what went wrong, while the QA team would review that investigation for compliance.

We will have several methods for the AMCC, patients, caregivers, or physicians to notify us of an adverse event. Our GM will monitor our systems for complaints, review each report, and determine the necessary next steps. They will work with the CCO, DOS, and DQAQC to

initiate a recall when needed. Vendors that may support our recall resolution include food safety professionals, legal counsel, and our regular testing laboratory.

23.4 Safety on Premises

We will continuously protect the safety of our employees, all other individuals on the premises, and our products. Employees will be provided with personal protective equipment (“PPE”) at all times when interacting with cannabis or cannabis products. PPE will include gloves, masks, coveralls, and face shields for regular operations. Any staff that work closely with machinery will wear additional PPE such as closed toe or steel toed shoes, and thicker gloves.

Our facility will have an advanced air filtration system to mitigate odors and limit contamination factors. We will have handwashing stations throughout our facility that are open for use by staff or visitors. All activities at our cultivation facility will be recorded in our inventory system and with video surveillance. These practices allow us to appropriately retrain individuals who are displaying unsafe habits or notify those who have come in contact with contaminants.

23.5 Notification Protocols

Our diligent seed-to-sale inventory tracking will identify other licensees in the chain of custody related to an adverse event. Our utilization of Metrc as our internal inventory system will allow us to contact any cannabis businesses that may have purchased or otherwise interacted with our products related to an adverse event. Our notification will include our business name, license number, details of the contamination, and product return information. The recall committee will also encourage other licensees involved in the chain of custody delineation to stay in contact with the recall committee; we have designated the DQAQC as the main point of contact. After going through and confirming the chain of custody and affected products, we will offer to provide reimbursement for recalled product and record subsequent refunds in our inventory system. Ala. Code § 20-2A-60(a)(10).

Our internal record keeping will document all cultivation details, packaging, storage of cannabis, and any destruction or disposal. Any software that supplements our inventory system will properly interface with Metrc to better allow us to accurately track cannabis

products. Ala. Admin Code. r. 538-x-4-.05.04. As mentioned earlier, we have a thorough record keeping system and we will maintain these records for at least two years and reference record keeping documents in the event of a recall. Ala. Admin Code. r. 80-14-1-.16.01. A harvest or batch number will be assigned to cannabis products to facilitate quick and easy identification in the event of a recall.

We will log all testing results in the State Seed-to-Sale Tracking System. Ala. Code § 20-2A-60(a). Any test failure will result in the entire cannabis batch associated with that result being quarantined. Ala. Code § 20-2A-60(a)(6). We will diligently record where products are in our lifecycle, including which have been sold, are available for sale, are being transferred or processed into a new form, and any product that is in postharvest raw form. Ala. Code § 20-2A-60(a)(6)(a-e). If we find any adverse results related to our released products, we will contact individuals that purchased our products as soon as possible and we will take the additional step of noting the recall in the patient registry so the patient's certifying physician is aware and may advise on patient health accordingly. We will operate with complete transparency during any contamination or recall event to protect public health.

23.6 Returns and Remediation Process

We will utilize all available resources to retrieve recalled products back to our cultivation facility as soon as possible. Upon receipt of recalled medical cannabis and products, our QC team will review the product, track it in inventory control, and segregate it in our designated quarantine area until the AMCC authorizes disposal. We will clearly mark the recalled cannabis or products, making them easily distinguishable from sellable products. We will submit inventory data to the AMCC prior to destruction of any quarantined cannabis. Ala. Code § 20-2A-60(a)(4). We will work with Republic Waste Services for appropriate and safe disposal of any waste at our facility, including recalled product waste. We have obtained a letter of intent from Republic for the explicit provision of their waste disposal services for Twisted Herb, LLC. We will also work with regulatory agencies as needed to protect public health during the disposal process. If directed to do so by the AMCC, we may submit products for retesting or remediation.

Utilizing our meticulous inventory procedures, we will track which products remain to recall. All data associated with a recall will be recorded in our inventory system, including

inventory of cannabis at our facility, the location of cannabis when it leaves our possession, and the documentation showing any plants or cannabis material that were destroyed or disposed of at our facility. Ala. Admin Code. r. 80-14-1-.17.01. Staff will utilize production logs, invoices, transportation manifests, and shipping logs to confirm the accuracy of inventory system records.

We will establish a procedure to publicly communicate a recall of usable cannabis or cannabis products that present a probability of serious adverse health consequences with exposure. This will include a mechanism to contact all patients who have, or could have, obtained contaminated products from our facility, with clear instructions on product return. We will offer to provide reimbursement for the recalled product through our chain of custody process, and we will record subsequent refunds in the seed-to-sale system. Ala. Code § 20-2A-60(a)(10). We will provide several avenues for individuals to report adverse effects experienced with our products. Ala. Code § 20-2A-60(a)(9). If necessary and as approved by the AMCC, we may provide recall communication via traditional and social media platforms. Our recall tracking will include how much product from the recalled batch has been sold, product that is still available for sale, product that is in the process of transfer, product being processed, postharvest raw product, and all returned products. Ala. Code § 20-2A-60(a)(6)(a-e).

23.7 Crisis Reports to Regulatory Bodies

We will promptly and efficiently notify proper authorities in the event of discovery of product contamination. We will designate our DQAQC to initiate and implement a recall, maintain records of our recall activities, and provide communication with the AMCC, testing facilities, and other licensees as needed. Our DOS will develop proactive relationships with local authorities and will contact them directly in the event of a recall. Within 24 hours of discovery, we will notify the AMCC and ALEA of the adverse event by phone, email, or certified mail. Our notification will include our business name, license number, details of the contamination, and recall procedures performed, if any. We may also be in contact with the Alabama Department of Agriculture and the Alabama Department of Health for communication about community safety and resolution of the issue.

Upon completion of the recall, the recall committee will summarize details of the recall, record it in the digital inventory system, and submit a report to the AMCC. Our report will include: the total amount of recalled cannabis, including types, forms, batches, and lots; the names of the recall committee members; for whom the recalled cannabis was received; the means of transport of the recalled cannabis; the reason for the recall; the number of recalled samples, types, forms, and batched, that were sent to laboratories, the dates of testing and results; and the manner of disposal of recalled cannabis including who oversaw the disposal, method of disposal, date of disposal, and the amount disposed of by types, forms, and batched. We will submit inventory data to the AMCC prior to destruction of any recalled cannabis. Ala. Code § 20-2A-60(a)(4). We will also include any additional information deemed relevant by the AMCC.

23.8 Preserve and Protect Products

We will maintain the integrity of our medical cannabis through proper storage and preservation techniques, based on industry standards. In the event of contamination or recall, we will implement additional procedures for the safe removal, secure transportation, and compliant temporary storage of our medical cannabis. This process will allow us to provide products while we resolve the contamination or recall. We may apply for a temporary variance to support these recall procedures. Ala. Admin. Code. r. 538-x-4-.08.06. All products will be diligently tracked in the state seed-to-sale system.

We have defined QC and QA procedures to efficiently identify contamination and recall situations as they develop. Before they begin work at our facility, all staff will complete training on a spectrum of pests and potentially hazardous equipment and materials that may influence a recall. We will also train staff on proper cultivation, packaging, labeling, and storage conditions to prevent contamination by impurities or foreign substances. These trainings will help to protect our products. We will isolate affected cannabis products immediately upon notification of a recall and sequester unaffected products in a safe area. Once identified, managers will notify employees to activate recall procedures to protect our products. This will begin with the removal of safe cannabis stock in an orderly and secure manner; staff will collect storage containers of our products and load them into compliant transportation vehicles. Simultaneously, staff will log these products in the seed-to-sale

tracking system. We will then transport our cannabis stock to a secure, AMCC approved, temporary storage facility. At this facility medical cannabis products will be made available for safe dispersal to licensees.

We will provide continual access to medical cannabis. If our cultivation facility is impacted by a recall, we will sequester safe cannabis for continual medical access. This may include the transportation of medical cannabis products to an AMCC-approved auxiliary site, for safe dispersal to patients in emergency situations.

If all products under our control and in our possession are recalled or otherwise impacted by contamination, we will work with the AMCC and another licensed medical cannabis business to meet the continual needs of the Alabama medical cannabis program. In all recall related events, we will actively communicate updates to our community.

23.9 Investigation and Analysis

Any legitimized adverse event claim will undergo a rigorous investigation to determine the root cause – whether within our facility or beyond. Data from the initial complaint will be utilized and formalized in our records during this process. Reliable recordkeeping in all aspects of business will provide a solid foundation for claim investigation. We will utilize inventory systems to link a potential product defect to associated batches, personnel, equipment, storage, and procedures.

The DQAQC will work with the GM to develop a process for each product, validate the process, and establish narrow target ranges for every process parameter. In the instance of nonconformance or deviations from the standard, the QA team will use a root cause analysis method. The QA team will then review the investigation and make appropriate changes and validate the process to guarantee compliance with regulations. Our executive team will communicate with other impacted licensees to guarantee all factors are included in our investigation. We will revise our standard operating procedures immediately to integrate any changes and conduct additional staff training, as necessary. All analysis results will be included in our recall report to the AMCC.

Conclusion

We are dedicated to the safety of our patients, employees, and the community. Our recall plan provides specific procedures, defines timelines, and assigns roles and responsibilities if a safety issue arises with any of the cannabis or cannabis products within our facility control. While we will take every measure possible to prevent a contamination or recall incident, we recognize that there are a various number of reasons a recall may occur. We have a duty to run a responsible and ethical operation and we will always comply with a recall, whether voluntary or AMCC mandated.

Exhibit 24 - Marketing & Advertising Plan

Verification

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

William D. McNeal
Printed Name of Verifying Individual

CEO / Owner
Title of Verifying Individual


Signature of Verifying Individual

12/29/22
Verification Date

24.1 Proposed logos, branding, messaging, or other marketing or advertising communications, providing exemplars of any specific advertisements.

Please find our logo on the following sheet.



TWISTED HERB

C U L T I V A T I O N

24.2 Any specific media outlets or platforms where the marketing or advertising campaigns or programs will be utilized.

Twisted Herb Cultivation, LLC plans on being very discrete as a cultivator. The only platform they intend on using is LinkedIn.

24.3 The identity of any media outlet or third party individual or entity who is projected to plan any role in the Cultivator's marketing or advertising efforts, and copies of all contracts or contract forms proposed for use, if any, between itself and such media outlet or third party individual or entity.

Twisted Herb Cultivation, LLC will not be utilizing any media outlet or third party individual for marketing or advertising.

24.4 Virtual renderings of all packaging to be provided by the Applicant, demonstrating the size, 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.

Please see the following attachment, which is a rendering of the packaging Twisted Herb Cultivation, LLC will be using. This is a Grove bag that will hold 1 pound of product. It will be child resistant and tamper evident with a CR Zipper and heat sealed top.





Child Resistant Packaging

Grove Bags Child Resistant Pouches are completely opaque and feature a class-leading CR zipper that meets all state regulations.

24.5 Exemplars of all proposed labeling, including labels on packaging, on containers and any inserts to be included in packages, demonstrating conformity with Act and the AMCC rules.

As a cultivator our labels will be very simple with our Logo as demonstrated on previous sheets. Also on the package will be a label with the following information:

- Universal state symbol
- QR code for tracking products to interface with the Seed-to-Sale tracking system
- License number and name
- The words “Keep out of reach of children”
- Weight (amount)
- Batch & Lot #
- Date

Please see the following attachment.

Twisted Herb Cultivation, LLC Lic# XXXXXX

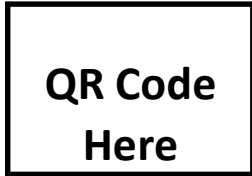
Date Here

Weight Here

Medical Cannabis Flower

Lot # XXXX

Batch # XXXX



Keep out of reach of Children

Exhibit 25 – Website & Social Media

Verification

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

William D. McNeal

Printed Name of Verifying Individual

CEI / Owner

Title of Verifying Individual

William D. McNeal

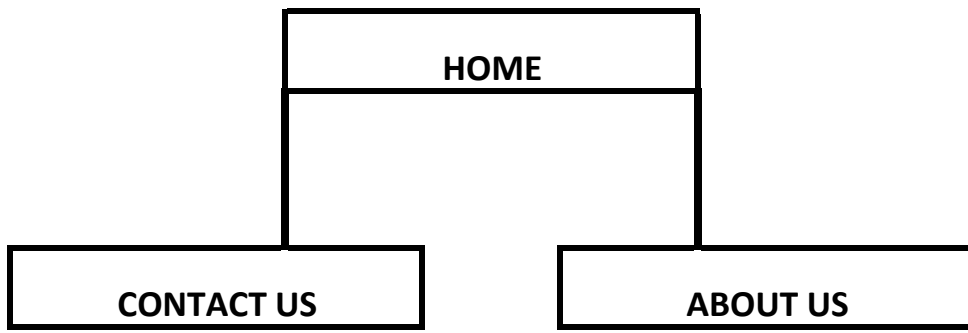
Signature of Verifying Individual

12/29/22

Verification Date

25.1 A complete site map of each website owned or operated by the Applicant

Please see the following attachment of the sitemap for our website twistedherbcultivation.com. It is in still in the building stage. Once published it will have an “age gateway” for people over the age of 21 years.



25.2 The web address of each webpage, social media page, or online site owned or operated by the Applicant.

www.twistedherbcultivation.com

Exhibit Form I – Ownership Entity Individuals

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.

William D. McNeal
Printed Name of Verifying Individual

CEO/owner
Title of Verifying Individual


Signature of Verifying Individual

12/26/22
Verification Date

Exhibit Form I: Ownership Entity Individuals

This exhibit is not Applicable to Twisted Herb Cultivation, LLC. No entities have any ownership in Twisted Herb Cultivation, LLC.

Exhibit - Insurance

Verification

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

William D McNeal

Printed Name of Verifying Individual

CEO / OWNER

Title of Verifying Individual



Signature of Verifying Individual

3/12/23

Verification Date

Proof of Insurance

Please see the following attachment which is proof of insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/23/2023

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

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

| | |
|---|--|
| PRODUCER MHP Group LLC 25 Pompton Avenue, Suite 101 Verona NJ 07044 | CONTACT NAME: Marc DiFanti PHONE (A/C. No. Ext): 201-297-1640 FAX (A/C. No): 551-228-4790 E-MAIL ADDRESS: marc.difanti@themhpgroup.com |
| | INSURER(S) AFFORDING COVERAGE INSURER A: Penn-Star Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |
| INSURED Twisted Herb Cultivation, LLC 7837 E. Dogwood Trail Greenville AL 36037 | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | X | | PAV0420366 | 01/23/2023 | 01/23/2024 | EACH OCCURRENCE \$ 1,000,000 |
| | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 | | | | | | |
| | | | | | | | MED EXP (Any one person) \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ EXCLUDED |
| | | | | | | | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | | | | | | | BODILY INJURY (Per person) \$ |
| | | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | |
| | UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ |
| | | | | | | | AGGREGATE \$ |
| | | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | WC STATUTORY LIMITS |
| | | | | | | | OTH-ER |
| | | | | | | | E.L. EACH ACCIDENT \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Alabama Medical Cannabis Association is included as Additional insured in regard to General liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| Alabama Medical Cannabis Association P.O. Box 309585 Montgomery AL 36130 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE MHP <i>MHP Group</i> |
|--|---|

Exhibit – Form K Affidavit

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.

William D. McNeal

Printed Name of Verifying Individual

CEO/owner

Title of Verifying Individual

William D. McNeal

Signature of Verifying Individual

12/29/22

Verification Date

**FORM K: Affidavit of Entity Applicant for
Alabama Medical Cannabis License**

STATE OF Alabama)
)
Butler COUNTY)

Before me, the undersigned notary, did appear the Affiant, who after being by me first duly sworn, did state under oath as follows (*please type or print legibly*):

1. NAME OF ENTITY APPLYING FOR LICENSE: Twisted Herb Cultivation, LLC

2. NAME OF AFFIANT: Michael A Whiddon

3. AFFIANT'S POSITION WITH APPLICANT: COO & Owner

4. AFFIANT IS THE APPLICANT'S (*Check One*): Responsible Party Contact Person
(The affidavit of BOTH individuals is required)

5. TYPE OF LICENSE BEING SOUGHT BY APPLICANT (*Check One*):

- Cultivator Processor Secure Transporter
 Dispensary Integrated Facility State Testing Laboratory

6. On behalf of the Applicant, I do hereby affirm under oath as follows:

a. I, the undersigned Affiant named in paragraph 2 above, am an adult, over the age of 19 years and competent to provide this Affidavit.

MW INITIAL HERE

b. In my position stated in paragraph 3 above, I have been duly authorized by the Applicant identified in paragraph 1 above (hereinafter, "Applicant") to provide this Affidavit.

(Attach a copy of the entity applicant's written authorization to this Affidavit.)

MW INITIAL HERE

c. I understand and acknowledge that this Affidavit and the statements, information and documents or other exhibits accompanying it, are for the purpose of seeking one (1) license of the type specified in paragraph 5 above, on behalf of the Applicant. Neither I nor the Applicant are seeking a different Alabama Medical Cannabis license on behalf of any individual or any other entity.

MW INITIAL HERE

d. That all statements, information, documents and other exhibits provided in the Application are true and correct, based on my own personal knowledge and a diligent investigation by me. To the extent any information provided therein was heretofore outside my personal knowledge or ability to affirm, I have personally communicated with those within the Applicant's business who have such personal knowledge, whose duties

include knowledge of the facts stated and/or the integrity of the documents or other exhibits, and I am able, based on such communications, to attest to their currentness and accuracy. This I and the Applicant affirm under penalty of perjury and other applicable sanctions under the AMCC Rules and Alabama law.

MW INITIAL HERE

e. Applicant understands and acknowledges that the license being applied for is a revocable privilege granted by this state and is not a property right, and that this Application likewise does not convey to, or otherwise entitle unto, the Applicant any rights to a license.

MW INITIAL HERE

f. Applicant understands, acknowledges, and will continue to respect and comply with AMCC Rules regarding limited communication during the Application process.

MW 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.

MW 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.

MW 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.

MW 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.

MW INITIAL HERE

Michael Cahill

Signature of Affiant

Acting for and on behalf of:

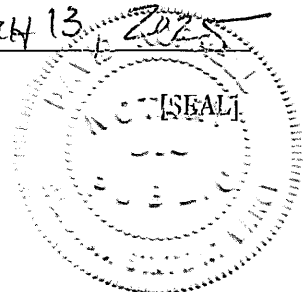
Twisted Herb Cultivation, LLC

Applicant

Sworn to and subscribed before me on this 22nd day of December, 2022

James Henece
Notary Public

My Commission Expires: MARCH 13, 2025



**FORM K: Affidavit of Entity Applicant for
Alabama Medical Cannabis License**

STATE OF Alabama)
)
Butler COUNTY)

Before me, the undersigned notary, did appear the Affiant, who after being by me first duly sworn, did state under oath as follows (*please type or print legibly*):

1. NAME OF ENTITY APPLYING FOR LICENSE: Twisted Herb Cultivation, LLC

2. NAME OF AFFIANT: William D McNeal

3. AFFIANT'S POSITION WITH APPLICANT: CEO & Owner

4. AFFIANT IS THE APPLICANT'S (*Check One*): Responsible Party Contact Person
(The affidavit of BOTH individuals is required)

5. TYPE OF LICENSE BEING SOUGHT BY APPLICANT (*Check One*):

- Cultivator Processor Secure Transporter
- Dispensary Integrated Facility State Testing Laboratory

6. On behalf of the Applicant, I do hereby affirm under oath as follows:

a. I, the undersigned Affiant named in paragraph 2 above, am an adult, over the age of 19 years and competent to provide this Affidavit.

WM INITIAL HERE

b. In my position stated in paragraph 3 above, I have been duly authorized by the Applicant identified in paragraph 1 above (hereinafter, "Applicant") to provide this Affidavit.

(Attach a copy of the entity applicant's written authorization to this Affidavit.)

WM INITIAL HERE

c. I understand and acknowledge that this Affidavit and the statements, information and documents or other exhibits accompanying it, are for the purpose of seeking one (1) license of the type specified in paragraph 5 above, on behalf of the Applicant. Neither I nor the Applicant are seeking a different Alabama Medical Cannabis license on behalf of any individual or any other entity.

WM INITIAL HERE

d. That all statements, information, documents and other exhibits provided in the Application are true and correct, based on my own personal knowledge and a diligent investigation by me. To the extent any information provided therein was heretofore outside my personal knowledge or ability to affirm, I have personally communicated with those within the Applicant's business who have such personal knowledge, whose duties

include knowledge of the facts stated and/or the integrity of the documents or other exhibits, and I am able, based on such communications, to attest to their currentness and accuracy. This I and the Applicant affirm under penalty of perjury and other applicable sanctions under the AMCC Rules and Alabama law.

WM INITIAL HERE

e. Applicant understands and acknowledges that the license being applied for is a revocable privilege granted by this state and is not a property right, and that this Application likewise does not convey to, or otherwise entitle unto, the Applicant any rights to a license.

WM INITIAL HERE

f. Applicant understands, acknowledges, and will continue to respect and comply with AMCC Rules regarding limited communication during the Application process.

WM 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.

WM 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.

WM 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.

WM 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.

WM INITIAL HERE

[Handwritten Signature]

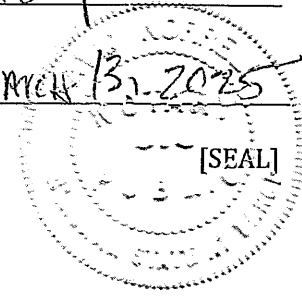
Signature of Affiant
Acting for and on behalf of:

Twisted Herb Cultivation, LLC
Applicant

Sworn to and subscribed before me on this 22nd day of December, 2022

[Handwritten Signature]
Notary Public

My Commission Expires: March 13, 2025



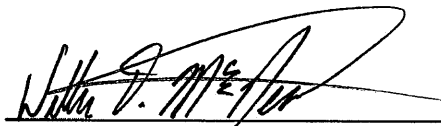
STATE OF ALABAMA

COUNTY OF BUTLER


AUTHORIZATION OF RESPONSIBLE PARTY

The undersigned, being all the members of Twisted Herb Cultivation, LLC, an Alabama limited liability company, hereby authorize William D. McNeal to execute and deliver all necessary documents as "Responsible Party" on behalf of Twisted Herb Cultivation, LLC, including the "FORM K: Affidavit of Entity Applicant for Alabama Medical Cannabis License".

Done this 27th day of December, 2022.

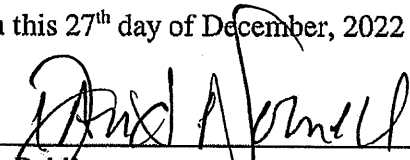


William D. McNeal, Member

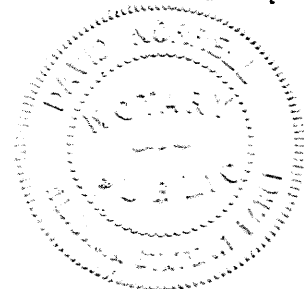


Michael A. Whiddon, Member

Sworn to and subscribed before me on this 27th day of December, 2022



Notary Public
My Commission Expires: MARCH 13, 2025



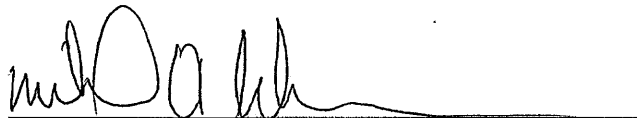
STATE OF ALABAMA

COUNTY OF BUTLER

AUTHORIZATION OF CONTACT PERSON

The undersigned, being all the members of Twisted Herb Cultivation, LLC, an Alabama limited liability company, hereby authorize Michael A. Whiddon to execute and deliver all necessary documents as "Contact Person" on behalf of Twisted Herb Cultivation, LLC, including the "FORM K: Affidavit of Entity Applicant for Alabama Medical Cannabis License".

Done this 27th day of December, 2022.

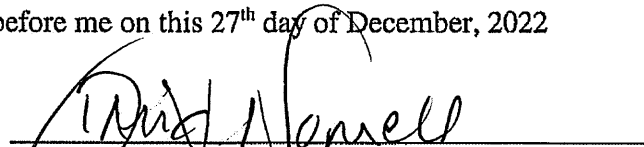


Michael A. Whiddon, Member



William D. McNeal, Member

Sworn to and subscribed before me on this 27th day of December, 2022


Notary Public
My Commission Expires: March 13, 2025