

Help



Review

#### Selected Account:Gulf Shore Remedies LLC

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

File Date: 12/28/2022 12:40 PM

f 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**

#### **General Applicant Information**

- ✓ Applicant Name: Gulf Shore Remedie s, LLC
- ✓ Applying as: Business Entity
- ✓ Trade Name
  - (DBAs)
- Ala Code § 36-12-40 (Personally Identifiable Information
- **✔ Business Entity**: Gulf Shore Remedie Name s, LLC

**✓ Business Entity**: Limited Liabi ity Co **Type** mpany

Ala Code § 36-12-40 (Personally Identifiable Information)

✓ Date of Qualification, Organization or Incorporation: 06/15/202
2

#### **Applicant Street Address**

✓ Street: 13310 MARY ANN BEACH RD

Unit No / Apt No:

✓ City: FAIRHOPE

✓ County: 02-Baldwin

✓ State: Alabama

**✓ Zip Code:** 36532

## ✓ Address Verified?: Yes

#### **Applicant Mailing Address**

Ala Code § 36-12-40 (Personally Identifiable Information)

~	Address Verified?: Yes		
	Applicant : Website	Ala Code § 36-12-40 (Personall)	y Identifiable Information)
~	Do you have a management service agreement	in place?:	No
•		in the case of a corporation, 51% of the shares belong to) r d (2) managed and controlled in its daily operations by me	
Prim	ary Contact Person		
Ala	Code § 36-12-40	(Personally Identifia	able Information)
<b>~</b>	Address Verified?: Yes		
Lice	nse Information		
<b>~</b>	License Type: Cultivator		
Facil	ity Information		
Facil	ity Information		
~	Facility Type: Cultivation Facility		
Phys	ical Address		
<b>~</b>	Street: 13310 MARY ANN BE	Unit No / Apt :	✓ City: FAIRHOPE

No

✓ State: Alabama

**✓ Zip Code**: 36532

ACH RD

: Yes

✓ County: 02-Baldwin

✓ Address

Verified?

#### **Facility Information Questions**

 Applicant's interest in property where proposed facility is located : Leases/Rents

- ✓ Is this facility under construction?
- : Yes
- Estimated date of construction completion
- : 03/15/2023
- ✓ The number of days, if awarded a license, within which the Applicant : 21 reasonably projects it will commence operations at this facility
- ✓ The number of days, if awarded a license, within which the Applicant : 120 reasonably projects it will reach full capacity at this facility
- ✓ Does the applicant verify that this proposed facility will be in a permissible : Yes location, if applicable, and will maintain compliance with all State and local laws, resolutions and ordinances?

#### **Ownership of Applicant**

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

#### Individual

## Ala. Code § 36-12-40 (Personally Identifiable Information)

✓ Ownership : 60
Percentage of
the Applicant

✓ Role: Member , Director

#### **Residence Address**

## Ala. Code § 36-12-40 (Personally Identifiable Information)

✓ Address Verified? : Yes

Address : Yo

✓ Select type of record: Individual

<b>~</b>	Does the individual have an : Yes ownership interest in the applicant?
Indiv	idual
1	
la.	Code § 36-12-40

: 2.5

Residence Address

Ownership

Percentage of the Applicant

# la. Code § 36-12-40 (Personally Identifiable Information)

✓ Role: Member

Personally Identifiable Information

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

Individual

## Ala. Code § 36-12-40 (Personally Identifiable Information)

Ownership: 10
Percentage of
the Applicant

✔ Role: Member , Director

#### **Residence Address**

# Ala. Code § 36-12-40 (Personally Identifiable Information)

✓ Address Verified? : Yes

	applicant?
Indivi	dual
Ala.	Code § 36-12-40 (Personally Identifiable Information
	Ourseaskin v 10
-	Ownership: 10 ✓ Role: Member, Director  Percentage of the Applicant
Resid	ence Address
da. (	Code § 36-12-40 (Personally Identifiable Information
•	Address : Yes Verified?
<b>✓</b>	Select type of record: Individual
	Does the individual have an : Yes ownership interest in the applicant?
Indivi	dual
la. (	Code § 36-12-40 (Personally Identifiable Informati
	Ownership : 2.5
	ence Address

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

#### Individual

## Ala. Code § 36-12-40 (Personally Identifiable Information)

✓ Ownership : 7.5

Percentage of the Applicant

✓ Role: Member

#### Residence Address

## Ala. Code § 36-12-40 (Personally Identifiable Information)

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

#### Individual

# Ala. Code § 36-12-40 (Personally Identifiable Information)

Ownership : 5Percentage of the Applicant

✔ Role: Member , Director

#### **Residence Address**

## Address : Yes Verified? Select type of record: Individual Does the individual have an : Yes ownership interest in the applicant? Individual Ala. Code § 36-12-40 (Personally Identifiable Information) Role: Member . Director Ownership : 2.5 Percentage of the Applicant **Residence Address** Ala. Code § 36-12-40 (Personally Identifiable Information) : Yes Address 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, :Yes but not limited to, the cultivation, processing, packaging, labeling, testing, transporting, or sale of cannabis or medical cannabis, either in Alabama or any other jurisdiction? (1) an individual with an ownership interest in the applicant; (2) the spouse, parent, or child of an individual with an ownership interest in the applicant; or (3) an entity with an ownership interest in the applicant. Select : Individual Individual or Entity: Individual Ala. Code § 36-12-40 (Personally Identifiable Information) Suffix: Entity Type: Incorporated or Uninc Connection to : Individual orporated Business Cannabis

Entity

Ala Code § 36-12-40 (Competitively Sensitive Information Cannabis Entity's Physical Address Code § 36-12-40 (Competitively Sensitive Information) Cannabis Entity's Primary Contact/Responsible Person Ala. Code § 36-12-40 (Personally Identifiable Information) Select : Individual Individual or Entity: Individual Ala. Code § 36-12-40 (Personally Identifiable Information) Suffix: Entity Type: Incorporated or Uninc Connection to : Individual orporated Business Cannabis **Entity** 36-12-40 (Competitivel) Cannabis Entity's Physical Address 36-12-40 (Competitively Sensitive Information)

Cannabis Entity's Primary Contact/Responsible Person

Ala. Code § 36-12-40 (Personally Identifiable Information)

✓ Select : Individual Individual or Entity:		
Individual		
Ala. Code § 36-12-40 (Person	ally Identifiable Information)	Suffix:
§ 36-12-40 (Competitively Sensitive Inform	■ Entity Type: Limited Liability Company	✓ Connection to : Individual Cannabis Entity
Code § 36-12-40 (Con	npetitively Sensitive Info	rmation)
Cannabis Entity's Physical Addre	ess	
a Code § 36-12-4	0 (Competitively S	ensitive Informa
Cannabis Entity's Primary Contac	ct/Responsible Person	
<u> </u>	ct/Responsible Person  40 (Personally Ident	tifiable Informati
<u> </u>	·	tifiable Informati
<u> </u>	·	ifiable Informati
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	•	
Ala. Code § 36-12-40	(Personally Identif	iable Information)
✓ Select : Individual Individual or Entity:		
Individual		
Ala. Code § 36-12-40 (Personally	Identifiable Information)	Suffix:
ode § 36-12-40 (Competitively Sensitive Information)	Entity Type: Limited Liability Com pany	Connection to: Individual Cannabis Entity
a Code § 36-12-40 (Co	ompetitively Sensit	ave Information)
la Code § 36-12-40 (C	ompetitively Sensit	tive Information)
Cannabis Entity's Primary Contact/Re	sponsible Person	
Ala. Code § 36-12-40	(Personally Identif	Fiable Information)

Select : Individual Individual or Entity:

Individual	
Ala. Code § 36-12-40 (Personally Identifiable Information)	Suffix:
ode § 36-12-40 (Competitively Sensitive Information)  ✓ Entity Type: Limited Liability Company	✓ Connection to : Individual Cannabis Entity
la Code § 36-12-40 (Competitively Sensit	ive Information)
Cannabis Entity's Physical Address	
Ala Code § 36-12-40 (Competitively Sen	sitive Information)
Cannabis Entity's Primary Contact/Responsible Person	
- Califiable Littly's Filliary Contact/Responsible Ferson	
Ala. Code § 36-12-40 (Personally Ident	ifiable Information
✓ Select : Individual Individual or Entity:	
Individual	
Ala. Code § 36-12-40 (Personally Identifiable Information)	Suffix:
de § 36-12-40 (Competitively Sensitive Information)  ✓ Entity Type: Limited Liability Com	✓ Connection to: Individual

**Cannabis Entity's Physical Address** 

Ala Code § 36-12-40 (Competitively Sensitive Information)

Cannabis Entity's Primary Contact/Responsible Person

Ala. Code § 36-12-40 (Personally Identifiable Information
✓ Select : Individual Individual Individual or Entity:
Individual
a. Code § 36-12-40 (Personally Identifiable Information)  suffix:
de § 36-12-40 (Competitively Sensitive Information)  Entity Type: Incorporated or Uninc orporated Business  Cannabis Entity
Code § 36-12-40 (Competitively Sensitive Information)  Cannabis Entity's Physical Address
a Code § 36-12-40 (Competitively Sensitive Information)
Osamahia Futitula Duimanu Osataat/Dagananaihla Dagan

Cannabis Entity's Primary Contact/Responsible Person

Ala. Code § 36-12-40 (Personally Identifiable Information)

	Individual or Entity:	
	Individual	
Ala	a. Code § 36-12-40 (Personally Identifiable Information) suffix:	
la C	ode § 36-12-40 (Competitively Sensitive Information)  Entity Type: Limited Liability Com pany  Connection to: Individual Cannabis Entity	
A	Ala Code § 36-12-40 (Competitively Sensitive Information	1
	Cannabis Entity's Physical Address	
A	la Code § 36-12-40 (Competitively Sensitive Information)	
	✓ Address : Yes Verified?	
	Cannabis Entity's Primary Contact/Responsible Person	
	Ala. Code § 36-12-40 (Personally Identifiable Information)	
	✓ Select : Individual Individual or Entity:	
	Individual	
4	Ala. Code § 36-12-40 (Personally Identifiable Information) suffix:	
A	Ala Code § 36-12-40 (Competitively Sensitive Information)  ✓ Entity Type: Limited Liability Com pany  Connection to: Individual Cannabis Entity	
	Ala Code § 36-12-40 (Competitively Sensitive Information)	

✓ Select

: Individual

# Code § 36-12-40 (Competitively Sensitive Information) Address : Yes Verified? Cannabis Entity's Primary Contact/Responsible Person Ala. Code § 36-12-40 (Personally Identifiable Information) : Individual Select Individual or Entity: Individual Suffix: ✓ Entity Type: Limited Liability Com Connection to : Individual pany Cannabis Ala Code § 36-12-40 (Competitively Sensitive Information Cannabis Entity's Physical Address la Code § 36-12-40 (Competitively Sensitive Information) Address : Yes Verified? Cannabis Entity's Primary Contact/Responsible Person

Ala. Code § 36-12-40 (Personally Identifiable Information)

## Code § 36-12-40 (Personally Identifiable Information Select : Individual Individual or Entity: Individual § 36-12-40 (Personally Identifiable Information Suffix: Entity Type: Limited Liability Partn Connection to : Individual Cannabis ership Entity Ala Code § 36-12-40 (Competitively Sensitive Information) Cannabis Entity's Physical Address Ala Code § 36-12-40 (Competitively Sensitive Information Address : Yes Verified? Cannabis Entity's Primary Contact/Responsible Person Ala. Code § 36-12-40 (Personally Identifiable Information) : Individual Select Individual or Entity: Individual Ala. Code § 36-12-40 (Personally Identifiable Information) Suffix: Entity Type: Limited Liability Com Connection to : Individual pany **Cannabis** Entity

	le § 36-12-40 (Competitively Sensitive Information)
Cann	abis Entity's Physical Address
Ala	Code § 36-12-40 (Competitively Sensitive Information)
<b>~</b>	Address : Yes Verified?
Cann	abis Entity's Primary Contact/Responsible Person
Ala	a. Code § 36-12-40 (Personally Identifiable Information
Ques	stions and Attestations
	Has the applicant, any ownership entity, or any cannabis entity connected to any individual or entity with an ownership interest: Yes 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?
	Has the applicant, any ownership entity, or any cannabis entity connected to any individual or entity with an ownership interest : Yes 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?
•	Has the applicant, any ownership entity, or any cannabis entity connected to any individual or entity with an ownership interest: Yes in the applicant ever applied for or been granted any commercial license or certificate (not related to cannabis industry) issued by a licensing board or commission, either in Alabama or any other jurisdiction?  Select One: Related Cannabis Enti
•	Has the applicant, any ownership entity, or any cannabis entity connected to any individual or entity with an ownership interest : Yes in the applicant ever applied for or been granted any commercial license or certificate (not related to cannabis industry) issued by a licensing board or commission, either in Alabama or any other jurisdiction?  Select One: Related Cannabis Enti ty
•	Has the applicant, any ownership entity, or any cannabis entity connected to any individual or entity with an ownership interest: Yes in the applicant ever applied for or been granted any commercial license or certificate (not related to cannabis industry) issued by a licensing board or commission, either in Alabama or any other jurisdiction?  Select One: Related Cannabis Entity
•	Has the applicant, any ownership entity, or any cannabis entity connected to any individual or entity with an ownership interest : Yes in the applicant ever applied for or been granted any commercial license or certificate (not related to cannabis industry) issued by a licensing board or commission, either in Alabama or any other jurisdiction?  Select One: Related Cannabis Enti ty  Ala Code § 36-12-40 (Competitively Sensitive Information)

✓ Select One: Related Cannabis Entity

Ala Code § 36-12-40 (Competitively Sensitive Information)

## Ala Code § 36-12-40 (Competitively Sensitive Information)

✓ Select One: Related Cannabis Entity

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✓ Select One: Related Cannabis Entity

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Ala Code § 36-12-40 (Competitively Sensitive Information)

## Ala Code § 36-12-40 (Competitively Sensitive Information)

✓ Select One: Related Cannabis Entity

Ala Code § 36-12-40 (Competitively Sensitive Information

#### Ala Code § 36-12-40 (Competitively Sensitive Information)

- During the last 5 years has there been any disciplinary measures taken regarding any cannabis or medical cannabis industry license of the applicant or any entity affiliated with the applicant? Has the applicant, any ownership entity, or any cannabis entity connected to any individual or entity with an ownership interest : No in the applicant, within the last ten (10) years, filed or been served with a complaint or other notice by any governmental body, regarding a delinquency in the payment of, or a dispute over the filings concerning the payment of, any tax required under federal, state, or local law? Has the applicant filed, or had filed against it, any proceeding for bankruptcy within the past 7 years?: Nο Is the applicant currently, or has it been in the past 10 years, a defendant in litigation involving any of its business practices?: Nο Is any public official of any unit of government: : No (1) an owner (directly or indirectly) of any financial or beneficial interest in the applicant; (2) a creditor of the applicant; (3) a holder of any debt instrument issued by the applicant; or (4) a holder of, or interested party in, any contractual or service relationship with the applicant?
  - Is the spouse, parent or child of a public official of any unit of government: : No
     (1) an owner (directly or indirectly) of any financial or beneficial interest in the applicant;
    - (2) a creditor of the applicant;
    - (3) a holder of any debt instrument issued by the applicant; or
    - (4) a holder of, or interested party in, any contractual or service relationship with the applicant?
  - Has any owner, director, board member, or individual with a controlling interest in the applicant ever been indicted for, charged : No with, arrested for, convicted of, pled guilty or nolo contendere to, or forfeited bail concerning any felony or controlled substance-related misdemeanor, not including traffic violations, regardless of whether the offense has been reversed on appeal or otherwise?

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 Date:** 12/28/2022

#### **Documents**

✓ Resume or Curriculum Vitae of Individuals with Ownership Interest:	Exhibit 1_Resume or Curriculum Vitae of Individuals with Ownership Interest i
✓ Residency of Owners:	Exhibit 2_Residency of Owners.pdf (./api/documents/UFEMWgZbh/download)
✓ Commercial Horticulture or Agronomic Production Experience of Owners:	Exhibit 3_Commercial Horticulture or Agronomic Production Experience.pdf (
✓ Criminal Background Check:	Exhibit 4_Criminal Background Check compressed.pdf (./api/documents/claV
✓ Demonstration of Sufficient Capital:	Exhibit 5_Demonstration of Sufficient Capital.pdf (./api/documents/m8Pd7Do
✓ Financial Statements:	Exhibit 6_Financial Statements.pdf (./api/documents/f0KM6IMe5/download)
✓ Tax Plan:	Exhibit 7 - Tax Plan.pdf (./api/documents/hiPVnoJUA/download)
<b>✔</b> Business Formation Documents:	Exhibit 8_Business Formation Documents.pdf (./api/documents/Xfpa5pduR/
<b>✔</b> Business License and Authorization of Local Jurisdictions:	Exhibit 9_Business License and Authorization of Local Authorities.pdf (./api/d
✓ Business Plan:	Exhibit 10 - Business Plan.pdf (./api/documents/L-nb1mhp0/download)

Evidence of Business Relationship with other Licensees and Prospective Exhibit 11\_Evidence of Business Relationship with Other Licensees and Prosp...
Licensees:

<b>✓</b> Standard Operating Plan and Procedures:	Exhibit 12 - Standard Operating Plan and Procedures.pdf (./api/documents/Q
✔ Policies and Procedures Manual:	Exhibit 13_Policies and Procedures.pdf (./api/documents/nDEW8d4AC/downl
✓ Machinery and Equipment:	Exhibit 14_Machinery and Equipment Grayscale.pdf (./api/documents/NYCGk
✓ Receiving and Shipping Plan:	Exhibit 15 - Receiving and Shipping Plan.pdf (./api/documents/ZS_KPhYgH/d
✓ Facilities:	Exhibit 16_Faci ities _1pdf (./api/documents/oeFA7hGDj/download)
✓ Engineering Plans and Specifications:	Exhibit 17_Engineering Plans and .pdf (./api/documents/jpZIPPCjb/download)
✓ Security Plan:	Exhibit 18 - Security Plan.pdf (./api/documents/Lqe1AtL2S/download)
✓ Personnel:	Exhibit 19_Personnel FINAL.pdf (./api/documents/Duk84pPX4/download)
✓ Business Leadership Credentials:	Exhibit 20 - Business Leadership Credentials.pdf (./api/documents/3NJUAtO
✓ Employee Handbook:	Exhibit 21_Employee Hand.pdf (./api/documents/a90jLkW36/download)
✓ Quality Control and Quality Assurance Plan:	Exhibit 22 - Qua ity Control and Qua ity Assurance Plan.pdf (./api/documents/
✓ Contamination and Recall Plan:	Exhibit 23 - Contamination and Recall Plan.pdf (./api/documents/ZSTQkzG1d
✓ Marketing and Advertising Plan:	Exhibit 24 - Marketing and Advertising Plan.pdf (./api/documents/Rsbh6Wue
✓ Website and Social Media:	Exhibit 25 - Website and Social Media.pdf (./api/documents/OqhTrvQdn/dow
✔ Ownership Entity Individuals (if applicable):	Form I.pdf (./api/documents/DHJGXGjAU/download)
✔ Proof of Minimum Liability and Casualty Insurance:	Insurance Letter Gulf Shore.pdf (./api/documents/OfzZfPr74/download)
✓ Affidavit - Entity Applicant:	GSR - Form K.pdf (./api/documents/9WhGAL9in/download)

#### **Payments**

✓ Payment Options: ACH

License Type: Cultivator

# 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.

Tynes Stringfellow	Tynes Stringfellow CEO
Printed Name of Verifying Individual	Title of Verifying Individual
	12/14/2022   7:37 AM PST
Signature of Verifying Individual	Verification Date

#### FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Gulf Shore Remedies, LLC	Cultivation
Business License Applicant Name	License Type
Ala. Code § 36-12-40 (Personally Identifiable Informati	2.5
Individual with Ownership Interest in Applicant	Individual's Ownership Percentage in Applicant
Residential History  Provide all residential addresses, in reverse chronol attach additional form(s) if necessary.  Ala. Code § 36-12-40 (Person	logical order, for 15 years prior to date of application;  nally Identifiable Information)
07/2019	Present
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY)
12/2018  Date Resided From (MM/YYYY)	07/2019  Date Resided To (MM/YYYY).
A1 C 1 0 3 C 10 40 (B	11 11 (6 11 1 6 (1)
Ala. Code § 36-12-40 (Person	nally Identifiable Information)
10/2011	12/2018
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY)
	nally Identifiable Information)
04/2006	10/2011
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY)

 $\frac{\textbf{Education}}{\textit{Provide all institutions of higher education attended; attach additional form(s) if necessary.}$ 

[nstitution]		RI
. Code § 36-12-40	(Personally Identif	iable Informat
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received
nstitution	City	State
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received
nstitution	City	State
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received
nstitution	City	State
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received

## Ala. Code § 36-12-40 (Personally Identifiable Information) City State Zip 05/2018 01/2022 Date Employed From (MM/YYYY) Date Employed To (MM/YYYY) la. Code § 36-12-40 (Personally Identifiable Information) City State Zip 05/2015 12/2021 Date Employed From (MM/YYYY) Date Employed To (MM/YYYY) la. Code § 36-12-40 (Personally Identifiable Information) State City Zip 01/2019 01/2018 Date Employed From (MM/YYYY) Date Employed To (MM/YYYY) la. Code § 36-12-40 (Personally Identifiable Information City State Zip 09/2014 04/2015 Date Employed From (MM/YYYY) Date Employed To (MM/YYYY)

## Ala. Code § 36-12-40 (Personally Identifiable Information)

City		State	Zip	
03/2006		09/2014		
Date Employed From (MM/YYYY)		Date Employed To (MM/YYYY)		
Employer	Contact Perso	n	Telephone	
Business Address				
City		State	Zip	
Date Employed From (MM/YYYY)		Date Empl	oyed To (MM/YYYY)	
Employer	Contact Perso	n	Telephone	
Business Address				
City		State	Zip	
Date Employed From (MM/YYYY)		Date Empl	oyed To (MM/YYYY)	
Employer	Contact Perso	n	Telephone	
Business Address				
City		State	Zip	
Date Employed From (MM/YYYY)		Date Empl	oyed To (MM/YYYY)	

#### FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Gulf Shore Remedies, LLC	Cultivation
Business License Applicant Name	License Type
Ala. Code § 36-12-40 (Personally Identifiable Info	7.5
Individual with Ownership Interest in Applie	
attach additional form(s) if necessary.	hronological order, for 15 years prior to date of application;
Ala. Code § 36-12-40 (Per	rsonally Identifiable Information
City	State Zip
05/2022	Present
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY)
Ala. Code § 36-12-40 (Per	sonally Identifiable Information)
City	State Zip
06/2019	04/2022
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY).
Ala. Code § 36-12-40 (Per	rsonally Identifiable Information
03/2006	06/2019
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)

 $\begin{tabular}{l} \hline \textbf{Education} \\ \hline \textit{Provide all institutions of higher education attended; attach additional form(s) if necessary.} \\ \hline \end{tabular}$ 

Identifiable Information  MM/YYYY) Degree Received  State
State
State
MM/YYYY) Degree Received
State
MM/YYYY) Degree Received
State
MM/YYYY) Degree Received

#### City State Zip 04/2014 03/2019 Date Employed From (MM/YYYY) Date Employed To (MM/YYYY) **Contact Person** Telephone **Employer Business Address** City State Zip Date Employed To (MM/YYYY) Date Employed From (MM/YYYY) **Contact Person** Telephone **Employer Business Address** City State Zip Date Employed To (MM/YYYY) Date Employed From (MM/YYYY) **Employer Contact Person** Telephone **Business Address** City State Zip Date Employed To (MM/YYYY) Date Employed From (MM/YYYY)

Ala. Code § 36-12-40 (Personally Identifiable Information)

#### FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

	Gulf Shore Remedies, LLC	Cultivation		
Ala	Rusiness License Applicant Name Code § 36-12-40 (Personally Identifiable Information	Licens 2.5	е Туре	
	Individual with Ownership Interest in Applicant	Individ	lual's Ownership Percentage in Applicant	
	Residential History Provide all residential addresses, in reverse chronolog attach additional form(s) if necessary.			
A)	la. Code § 36-12-40 (Persona	ally ]	Identifiable Information)	
	City	State	Zip	
	11/2014		Present	
	Date Resided From (MM/YYYY)		Date Resided To (MM/YYYY)	
Ala	. Code § 36-12-40 (Personal	lly Io	dentifiable Information)	
	City	State	Zip	
	03/2012		10/2014	
	Date Resided From (MM/YYYY)		Date Resided To (MM/YYYY).	
A	la. Code § 36-12-40 (Person	ally		
A.			Identifiable Information	
A	City	ally State	Identifiable Information	
A			Identifiable Information	
	City 10/2008	State	Identifiable Information  Zip  O2/2012  Date Resided To (MM/YYYY)	
	City 10/2008 Date Resided From (MM/YYYY)	State	Identifiable Information  Zip  O2/2012  Date Resided To (MM/YYYY)	
	City 10/2008 Date Resided From (MM/YYYY)  1a. Code § 36-12-40 (Person)	State	Identifiable Information  Zip  O2/2012  Date Resided To (MM/YYYY)  Identifiable Information)	

# Ala. Code § 36-12-40 (Personally Identifiable Information)

City	State	Zip	
02/2002	12/2005		
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.

a. Code § 36-12-40	(Personally Identifia	State
		ible informati
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received
Duquesne Univers	ityPittsburg	The second secon
Code § 36-12-40	(Personally Identifia	ble Informati
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
attach additional form(s) if necessar	ronological order, for 15 years prior to y. (Personally Identifi	,
City	State	Zip

	orbonary racher	fiable Informati
City	State	Zip
01/2015	Prese	ent
Date Employed From (MM/YYYY)	Date Em	ployed To (MM/YYYY)
a. Code § 36-12-40 (Pe	ersonally Identif	iable Informat
City	State	Zip
01/2009	Pres	sent
Date Employed From (MM/YYYY)	Date Em	ployed To (MM/YYYY)
City	State	Zip
		•
01/2005	01/2	Zip 2009 uployed To (MM/YYYY)
01/2005  Date Employed From (MM/YYYY)		2009 aployed To (MM/YYYY)
01/2005  Date Employed From (MM/YYYY)	01/2	2009
01/2005  Date Employed From (MM/YYYY)  Employer		2009 aployed To (MM/YYYY)
01/2005  Date Employed From (MM/YYYY)  Employer  Business Address		2009 aployed To (MM/YYYY)
City  O1/2005  Date Employed From (MM/YYYY)  Employer  Business Address  City  Date Employed From (MM/YYYY)	Contact Person  State	2009 uployed To (MM/YYYY)  Telephone

#### FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Gulf Shore Remedies, LLC	Cultivation		
Rusiness License Applicant Name Ala. Code § 36-12-40 (Personally Identifiable Int	License Type		
Individual with Ownership Interest in Applic	10 Individual's Ownership Percentage in Appli	cant	
attach additional form(s) if necessary.	ronological order, for 15 years prior to date of applica		
Ala. Code § 36-12-40 (Per	sonally Identifiable Informat	10n)	
City	State Zip		
07/2018	Present		
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY)		
la. Code § 36-12-40 (Pers	sonally Identifiable Informa	tion	
City	State Zip		
00 10010			
03/2013	07/2018		
03/2013 Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY).		
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY).	ion)	
Date Resided From (MM/YYYY)		ion)	
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY).	ion)	
Date Resided From (MM/YYYY)  a. Code § 36-12-40 (Person	Date Resided To (MM/YYYY).  Onally Identifiable Informat	ion)	
Date Resided From (MM/YYYY)  a. Code § 36-12-40 (Personal City)	Date Resided To (MM/YYYY).  Onally Identifiable Informat  State Zip	ion)	
Date Resided From (MM/YYYY)  a. Code § 36-12-40 (Personal City 08/1996	Date Resided To (MM/YYYY).  Onally Identifiable Informat  State Zip  03/2013	ion)	
Date Resided From (MM/YYYY)  a. Code § 36-12-40 (Personal Content of the Content	Date Resided To (MM/YYYY).  Onally Identifiable Informat  State Zip  03/2013	ion)	

#### **Education**

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

Troy University Montgomery AL

Troy University	Montgome	<u> </u>
Code § 36-12-40	(Personally Identi	fiable Informati
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received
Troy University	Montgome	eryAL
Code § 36-12-40	(Personally Identi	ifiable Informat
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	
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received
	(Personally Identi	fiable Informat
Employer	Contact Person	Telephone
la. Code § 36-12-4	o (Fersonany Iden)	illable Illioilla
City	State	Zip
08/2015	Pres	ent
Date Employed From (MM/YYYY)		ployed To (MM/YYYY)

## 

# Ala. Code § 36-12-40 (Personally Identifiable Information)

City		State	Zip
07/2001	01/2016		
Date Employed From (MM/YYYY)		Date Emplo	oyed To (MM/YYYY)
Employer	Contact Perso	n	Telephone
Business Address			
City		State	Zip
Date Employed From (MM/YYYY)	_	Date Emplo	oyed To (MM/YYYY)
Employer	Contact Perso	n	Telephone
Business Address			
City		State	Zip
Date Employed From (MM/YYYY)	_	Date Emplo	oyed To (MM/YYYY)

# FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Gulf Shore Remedies, LLC	Cultivation	
Business License Applicant Name  a. Code § 36-12-40 (Personally Identifiable Information)	License Type	
Individual with Ownership Interest in Applican		ge in Applicant
Residential History  Provide all residential addresses, in reverse chroattach additional form(s) if necessary,  a. Code § 36-12-40 (Person		
City	State Zip	
11/2018	Present	
Date Resided From (MM/YYYY)	Date Resided To (MM/YY	YY)
la. Code § 36-12-40 (Perso	onally Identifiable In	formatio
City	State Zip	
06/2004	09/2020	
Date Resided From (MM/YYYY)	Date Resided To (MM/YY)	YY).
a. Code § 36-12-40 (Perso	onally Identifiable In	formatio
City	State Zip	
07/1994	03/2006	
Date Resided From (MM/YYYY)	Date Resided To (MM/YYY	YY)
Residential Street Address		
City	State Zip	
Date Resided From (MM/YYYY)	Date Resided To (MM/YY)	YY)

# **Education**

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

University of Virginia Darden School of Business

Charlottesville

VA

Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received	
Clemson University	Clemson	SC	
nstitution	City	State	
Ala. Code § 36-12-4	40 (Personally Identif	iable Informat	
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received	
nstitution	City	State	
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received	
nstitution	City	State	
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received	
Provide all employers, in reverse chi ttach additional form(s) if necessar	ronolo <b>gica</b> l order, for 15 years prior to		
Provide all employers, in reverse cha ttach additional form(s) if necessar . Code § 36-12-40	ronological order, for 15 years prior to y.		
nttach additional form(s) if necessar	ronological order, for 15 years prior to y.  (Personally Identifi	able Informa	

# Ala. Code § 36-12-40 (Personally Identifiable Information)

City		State	Zip
11/1993		12/2	009
Date Employed From (MM/YYYY)		Date Empl	oyed To (MM/YYYY)
Employer	Contact Person	1	Telephone
Business Address			
City		State	Zip
Date Employed From (MM/YYYY)		Date Empl	oyed To (MM/YYYY)
Employer	Contact Person	1	Telephone
Business Address			
City		State	Zip
Date Employed From (MM/YYYY)		Date Empl	oyed To (MM/YYYY)
Employer	Contact Person	1	Telephone
Business Address			
City		State	Zip
Date Employed From (MM/YYYY)		Date Empl	oyed To (MM/YYYY)

# FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Gulf Shore Remedies, LLC	Cultivation
Business License Applicant Name Ala. Code § 36-12-40 (Personally Identifiable Inform	License Type  2.5
Individual with Ownership Interest in Applican	
Residential History Provide all residential addresses, in reverse chronattach additional form(s) if necessary.	nological order, for 15 years prior to date of application;
Ala. Code § 36-12-40 (Pers	sonally Identifiable Information
City	State Zip
11/2020	Present
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY)
Ala. Code § 36-12-40 (Perso	onally Identifiable Information
City	State Zip
05/2017	11/2020
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY).
Ala. Code § 36-12-40 (Perso	onally Identifiable Information)
City	State Zip
11/2009	05/2017
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY)
Ala. Code § 36-12-40 (Perso	onally Identifiable Information)
City	State Zip
04/2006	11/2009
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY)

# **Education** Provide all institutions of higher education attended; attach additional form(s) if necessary. Sonoma State University Rohnert Park CA Institution City State Code ntormatic Date Attended From (MM/YYYY) Date Attended To (MM/YYYY) Degree Received San Luis Obispo California Polytechnic State University CA Institution 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. (Personally Identifiable Information) State City Zip 01/2019 Present

Form A: Ownership Resume / Curriculum Vitae Page 3

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

a. Code § 36-12-40 (Personally	y Identifiabl	e Information
City	State	Zip
01/2016	01/2019	ыp
Date Employed From (MM/YYYY)	Date Employed To	(MM/YYYY)
a Cada 8 26 12 40 (Damanalla	. I d	a Information
la. Code § 36-12-40 (Personally	y Identifiabl	e informatio
City	State	Zip
10/2013	01/2016	
Date Employed From (MM/YYYY)	Date Employed To	(MM/YYYY)
. Code § 36-12-40 (Personally	/ Identifiahl	le Informati
. code 3 30 12 10 (1 crooman)	delitifiadi	
City	State	Zip
10/2011	10/2013	
Date Employed From (MM/YYYY)	Date Employed To	(MM/YYYY)
a. Code § 36-12-40 (Personally	. Idontifiable	Informatio
a. Code § 30-12-40 (Fersonally		z IIIIOIIIIauo
City	State	Zip
	10/2011	
05/2007	10/2011	

# Ala. Code § 36-12-40 (Personally Identifiable Information)

City		State	Zip
03/2003		05/2	007
Date Employed From (MM/YYYY)		Date Empl	oyed To (MM/YYYY)
Employer	Contact Perso	n	Telephone
Business Address			
City		State	Zip
Date Employed From (MM/YYYY)		Date Empl	oyed To (MM/YYYY)
Employer	Contact Perso	n	Telephone
Business Address			
City		State	Zip
Date Employed From (MM/YYYY)		Date Empl	oyed To (MM/YYYY)
Employer	Contact Perso	n	Telephone
Business Address			
City		State	Zip
Date Employed From (MM/YYYY)		Date Empl	oyed To (MM/YYYY)

# FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Gulf Shore Remedies, LLC	Cult	ivation
Business License Applicant Name ode § 36-12-40 (Personally Identifiable Inform	License	е Туре
Individual with Ownership Interest in Applicant	60 Individ	lual's Ownership Percentage in Applic
Residential History Provide all residential addresses, in reverse chron	nological orde	er, for 15 years prior to date of applicat
attach additional form(s) if necessary.		
. Code § 36-12-40 (Pers	onally	Identifiable Inform
City	State	Zip
04/1990		Present
Date Resided From (MM/YYYY)		Date Resided To (MM/YYYY)
Residential Street Address		
City	State	Zip
Date Resided From (MM/YYYY)		Date Resided To (MM/YYYY).
Residential Street Address		
City	State	Zip
Date Resided From (MM/YYYY)		Date Resided To (MM/YYYY)
Residential Street Address		
City	State	Zip
Date Resided From (MM/YYYY)		Date Resided To (MM/YYYY)

<u>Education</u>
Provide all institutions of higher education attended; attach additional form(s) if necessary.

Auburn University	Auburn	AL
Institution	City  O (Darsonally, Identifie)	State
Ala. Code § 36-12-4 Date Attended From (MM/YYYY)	O (Personally Identifia  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
Provide all employers, in reverse chr attach additional form(s) if necessa;	onological order, for 15 years prior to y. (Personally Identi	
attach additional form(s) if necessar  1. Code § 36-12-40  Employer	(Personally Identian Contact Person	fiable Informat
Provide all employers, in reverse chrattach additional form(s) if necessath. Code § 36-12-40  Employer	Personally Identi	fiable Informat
Provide all employers, in reverse chrattach additional form(s) if necessath. Code § 36-12-40  Employer	(Personally Identian Contact Person	fiable Informat
Provide all employers, in reverse chrattach additional form(s) if necessary  Code § 36-12-40  Employer  Code § 36-12-40	(Personally Identian Contact Person (Personally Identian Person (Personally Identification)	Telephone Table Informa  Table Informa  Zip

# 

# Ala. Code § 36-12-40 (Personally Identifiable Information)

City		State	Zip
06/1980		Presen	ıt
Date Employed From (MM/YYYY)		Date Empl	oyed To (MM/YYYY)
Employer	Contact Person	1	Telephone
Business Address			
City		State	Zip
Date Employed From (MM/YYYY)		Date Empl	oyed To (MM/YYYY)
Employer	Contact Person	1	Telephone
Business Address			
City		State	Zip
Date Employed From (MM/YYYY)		Date Empl	oyed To (MM/YYYY)

# FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

	Gulf Shore Remedies, LLC	Cult	tivation
Δ12	Business License Applicant Name Code § 36-12-40 (Personally Identifiable Informati	Licen	se Турє
Ala.	code § 50-12-40 (1 crsonariy identifiable informati	10	
	Individual with Ownership Interest in Applicant	Indivi	dual's Ownership Percentage in Applicant
	Residential History Provide all residential addresses, in reverse chronologattach additional form(s) if necessary.		
da.	Code § 36-12-40 (Persona	ılly l	[dentifiable Information]
	City	State	Zip
	12/1974		Present
	Date Resided From (MM/YYYY)		Date Resided To (MM/YYYY)
Ala	. Code § 36-12-40 (Persona	ally ]	Identifiable Information)
	City	State	Zip
	09/2007		11/2008
	Date Resided From (MM/YYYY)		Date Resided To (MM/YYYY).
Ala	a. Code § 36-12-40 (Persona	ally	Identifiable Information)
	City	State	Zip
	09/2005		08/2007
	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 edu	cation attende	ed; attach additional for	m(s) if necessar	<i>y.</i>
Troy State University		Ft. Benning		GA
Institution	<del></del>	City		State
Code § 36-12-40	(Perso	nally Identif	fiable In	forma
Date Attended From (MM/YYYY)	Date Atten	ded To (MM/YYYY)	Degree Re	ceived
Auburn University		Auburn		AL
Institution		City		State
Ala. Code § 36-12-40	) (Perso	nally Identifi	able Info	rmatio
Date Attended From (MM/YYYY)	Date Atten	ded To (MM/YYYY)	Degree Re	ceived
Southern Union State C	ollege	Opelika		AL
Institution		City		State
Code § 36-12-40	(Person	nally Identif	fiable In	ıforma
Date Attended From (MM/YYYY)	Date Atten	ded To (MM/YYYY)	Degree Re	ceived
University of Alabama	B	irmingham	A	L
Institution	) (D	City	' O' 1 1 T	State
ı. Code § 36-12-40	) (Perso	onally Ident	ifiable I	ntorm
Date Attended From (MM/YYYY)	Date Atten	ded To (MM/YYYY)	Degree Re	ceived
Employment History Provide all employers, in reverse chi attach additional form(s) if necessar  Code § 36-12-40	ry.		,	
City		State	Zip	)
07/2021		Prese		
Date Employed From (MM/YYYY)			oyed To (MM/Y	YYY)

City	State	Zip
06/2006	Present	
Date Employed From (MM/YYYY)	Date Employed	l To (MM/YYYY)
a. Code § 36-12-40 (Perso	nally Identifia	able Informa
City	State	Zip
04/2012	Present	
Date Employed From (MM/YYYY)	Date Employed	To (MM/YYYY)
Code § 36-12-40 (Persona	ally Identifiab	le Informati
City 04/2015	State 07/2015	Zip
Date Employed From (MM/YYYY)		l To (MM/YYYY)
Code § 36-12-40 (Person	any Identinat	ne mnormau
City	State	Zip

City	State	Zip
04/2006	06/2	2006
Date Employed From (MM/YYYY)	Date Er	mployed To (MM/YYYY)
a. Code § 36-12-40 (F	Personally Iden	tifiable Informati
City	State	Zip
09/2004	02/2	2006
		tifiable Informa
Code § 36-12-40 (P		
Code § 36-12-40 (P	Personally Iden  State	tifiable Informa
Code § 36-12-40 (P	Personally Iden  State 09/2	tifiable Informa
Code § 36-12-40 (P	Personally Iden  State 09/2	tifiable Informa  Zip  2004
Code § 36-12-40 (P City 06/2004 Date Employed From (MM/YYYY) Employer Business Address	State 09/2 Date En	Zip 2004 mployed To (MM/YYYY)
Code § 36-12-40 (P	State 09/2 Date En	Zip 2004 mployed To (MM/YYYY)

# REDACTED COPY License Type: Cultivator

# Exhibit 2 - Residency of **Owners**

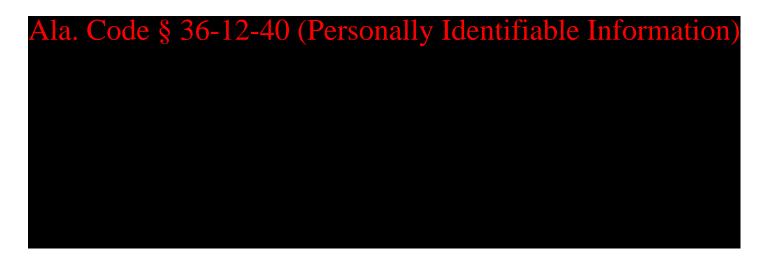
### Verification

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.

Tynes Stringfellow	Tynes Stringfellow CEO
Printed Name of Verifying Individual	Title of Verifying Individual
	12/14/2022   7:37 AM PST
Signature of Verifying Individual	Verification Date

License Type: Cultivator

The owners of Gulf Shore Remedies LLC are:



is the majority owner of Gulf Shore Remedies, LLC and has lived in Alabama for over 15 years. He has also been in the commercial horticulture business for over 40 years in Alabama Ala. Code § 36-12-40 (Personally Identifiable Information) have also been Alabama residents for over 30 years. Ala. Code § 36-12-40 (Personally Identifiable Information)

Ala. Code § 36-12-40 (Personally Identifiable Information)

Evidence of Ala Code § 36-12-40 (Personally Identifiable Information) in the state of Alabama is attached hereto and identified as "Residency- Gulf Shore Remedies Cultivation Facility- Attachment to Exhibit 2."

# Residency- Gulf Shore Remedies Cultivation Facility - Attachment to Exhibit 2

AFFIDAVIT OF N SUPPORT OF APPLICANT FOR ALABAMA MEDICAL CANNABIS LICENSE. STATE OF ALABAMA Before me, the undersigned notary, did appear the Affiant, who after being by me first duly sworn, did state under oath as follows: I am over the age of nineteen, of sound mind, 1. My name is have personal knowledge of the facts set forth herein, and am otherwise competent to testify. All matters stated herein are true and correct and are based on my personal knowledge and/or my belief based upon a good-faith investigation. I am currently a resident of ind have continuously resided in the State of Alabama for the last fifteen (15) years. stating that I have resided at rom 2000 to present is attached hereto as Exhibit A 4. I am, and at all times since the formation of have been the President and a member of the is a corporation duly organized, operating, and existing under the laws of as legally described in Exhibit B attached hereto, with its principal place of business in s, and at all times since as been, licensed by the to perform horticulture professional services. 7. During my time as President and Director of horticulture professional services and, as such, have cumulative business experience in the field of commercial horticulture for a period of more than fifteen (15) years. 36-12-40 (Personally Identifiable Information FURTHER AFFIANT SAYETH NOT. Il it day of pouroles, 2022. Sworn to and subscribed before me on this Commission Expires: 04 29 25 My

License Type: Cultivator

## License Type: Cultivator

### Exhibit A

Ala. Code § 36-12-40 (Personally Identifiable Information)

11/14/22

Ala. Code § 36-12-40 (Personally Identifiable Information)

RE: Ala. Code § 36-12-40 (Personally Identifiable Information)

This letter serves as confirmation that an account in the name of Ala. Code § 36-12-40 (Personally Identifiable Information on 08/29/2000 and continues to receive service at Ala Code § 36-12-40 (Personally Identifiable Information)

Ala. Code § 36-12-40 (Personally Identifiable Information)

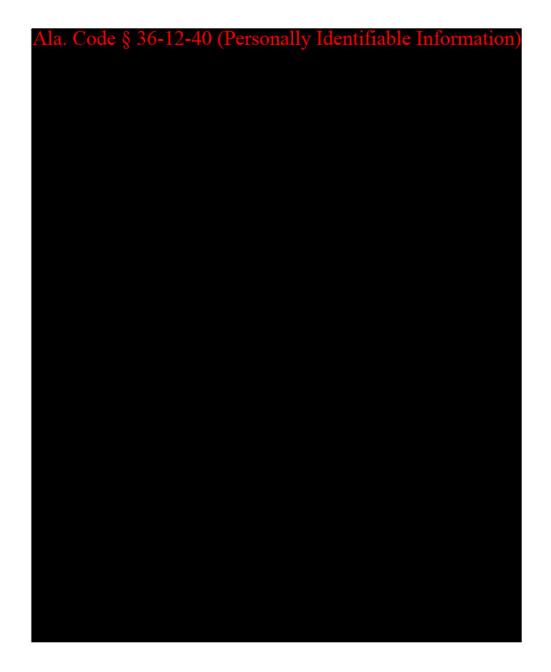
Sincerely.

Ala Code § 36-12-40 (Personally Identifiable Information

Member Service Department

License Type: Cultivator

### Exhibit B



# REDACTED COPY

License Type: Cultivator

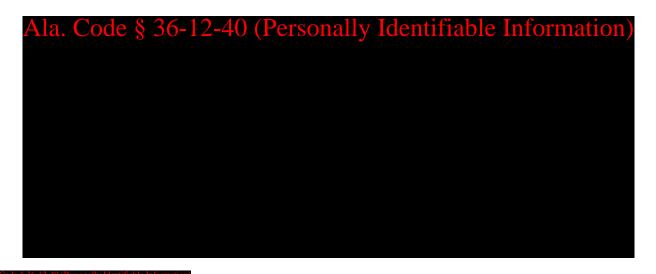
# Exhibit 3 - Commercial Horticulture or Agronomic Production Experience

### 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.

Tynes Stringfellow	Tynes Stringfellow CEO
Printed Name of Verifying Individual	Title of Verifying Individual
	12/14/2022   7:37 AM PST
Signature of Verifying Individual	Verification Date

The owners of Gulf Shore Remedies LLC are:



is the majority owner of Gulf Shore Remedies, LLC and has lived in Alabama for over 15 years.

Ala. Code § 36-12-40 (Personally Identifiable Information), has been in the commercial horticulture business for over 40 years in Alabama winning numerous awards for outstanding work in the field of commercial horticulture.

experience in commercial horticulture is attached hereto and identified as "Commercial Horticulture Experience- Gulf Shore Remedies Cultivation Facility- Attachment to Exhibit 3."

# AFFIDAVIT OF EDWARD APPLICANT FOR ALABAMA MEDICAL CANNABIS LICENSE.

STATE OF ALABAMA )
COUNTY )
Before me, the undersigned notary, did appear the Affiant, who after being by me first duly sworn, did state under oath as follows:  1 Ala Code § 36-12-40 (Personally Identifiable Information)  1 am over the age of nineteen, of sound mind, have personal knowledge of the facts set forth herein, and am otherwise competent to testify. All matters stated herein are true and correct and are based on my personal knowledge and/or my belief based upon a good-faith investigation.  2. I am currently Ala Code § 36-12-40 (Personally Identifiable Information) and have continuously resided in the State of Alabama for the last fifteen (15) years.  Ala Code § 36-12-40 (Personally Identifiable Information)  From 2000 to present is attached heret as Exhibit A.  4. I am, and at all times since the formation of Ala Code § 36-12-40 (Personally Identifiable Information)  Ala. Code § 36-12-40 (Personally Identifiable Information)  Is a corporation duly organized, operating, and existing under the laws of the State  Ala Code § 36-12-40 (Personally Identifiable Information)  Ala Code § 36-12-40 (Personally Identifiable Information)
State of Alabama Department of Agriculture and Industries to perform horticulture professional services.  7. During my time as professional services and, as such, have cumulative business experience in the field of commercial horticulture for a period of more than fifteen (15) years.
Ala. Code § 36-12-40 (Personally Identifiable Information) FURTHER AFFIANT SAYETH NOT.
Sworn to and subscribed before me on this day of purented, 2022.
Notary Public
My Commission Expires: 04 29 2025

# Exhibit A

License Type: Cultivator

# Ala. Code § 36-12-40 (Personally Identifiable Information)

11/14/22



RE: Account Number Ala. Code § 36-12-40 (Personally Identifiable Information

This letter serves as confirmation that an account in

Also Code § 36-12-40 (Personally Identifiable Information)

Please contact

Also Code § 36-12-40 (Personally Identifiable Information)

Please contact

Also Code § 36-12-40 (Personally Identifiable Information)

Please contact

Also Code § 36-12-40 (Personally Identifiable Information)

This letter serves as confirmation began service

Also Code § 36-12-40 (Personally Identifiable Information)

Also Code § 36-12-40 (Personally Identifiable Information)

Also Code § 36-12-40 (Personally Identifiable Information)

This letter serves as confirmation began service

Also Code § 36-12-40 (Personally Identifiable Information)

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Also Code § 36-12-40 (Personally Identifiable Information)

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Also Code § 36-12-40 (Personally Identifiable Information)

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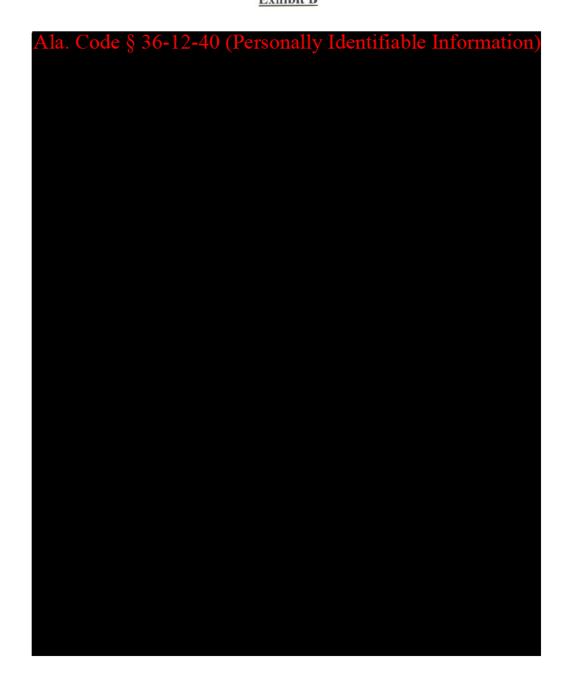
This letter s

Sincerely.

Ala. Code § 36-12-40 (Personally Identifiable Information

Member Service Department

# Exhibit B



License Type: Cultivator

# **REDACTED COPY**

License Type: Cultivator

# 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.

Tynes Stringfellow	Tynes Stringfellow CEO
Printed Name of Verifying Individual	Title of Verifying Individual
	12/14/2022   7:37 AM PST
Signature of Verifying Individual	Verification Date

License Type: Cultivator

### 4.1 Form B: Background Check Applicant Verification

Applicant Background-Gulf Shore Remedies Cultivation Facility – Attachment to Exhibit 4, Section 4.1

### 4.2 Form C: State Background Check (ALEA)

ALEA Background-Gulf Shore Remedies Cultivation Facility – Attachment to Exhibit 4, Section 4.2

### 4.3 Form D: National Background Check (FBI)

FBI Background – Gulf Shore Remedies Cultivation Facility – Attachment to Exhibit 4, Section 4.3

### 4.4 Form E: Background Check Individual Verification

Verification Background – Gulf Shore Remedies Cultivation Facility – Attachment to Exhibit 4, Section 4.4

DocuSign Envelope ID: 533888F1-E0CC-4C88-AF4E-5AA7A641D689 FORM B: BACKGROUND CHECK APPLICANT VERIFICATION Cultivation Gulf Shore Remedies, LLC 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. ROLE (select all that apply) Shareholder 

✓ Director 

✓ Board Member Shareholder Director V Board Member ndividual with Economic Interest in Applicant Director V Board Member adividual with Economic Interest in Applicant Shareholder V Director V Board Member ndividual with Economic Interest in Applicant Shareholder Director ndividual with Economic Interest in Applicant Director Board Member ndividual with Economic Interest in Applicant **Board Member** ndividual with Economic Interest in Applicant Shareholder Director Board Member ndividual with Economic Interest in Applicant Director 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. Colin Kelley COO/Owner Printed Name of Verifying Individual Title of Verifying Individual 12/14/2022 | 9:27 PM CST Colin belley Signature of Verifying Individual Verification Date

License Type: Cultivator

ALABAMA LAW ENFORCEMENT AGENCY APPLICATION TO REVIEW ALABAMA CRIN	AINAL HISTORY RECORD INFORMATION
PERSONAL INFORMATION	MALINSTON NECONO IN CHINATION
Full Name (Yout, MWNe, Lost, Stelly, Ala, Code § 36-12-40	(Personally Identifiable Information) Sen/Gender: Male Personale
Aliases/Nickname:	
Applicant Current Address: Ala. Code § 36-12-40 (P	ersonally Identifiable Information)
Ala, Code § 36-12-40	(Personally Identifiable Information)
Date of Nirth: Ala. Code § 36	-12-40 (Personally Identifiable Information)
Race: White Black Asian Indian	Other (sear specify)
	Ala Code § 36-12-40 (Personally Identifiable Information
Home Phone: (	Ware Proces
WORK INFORMATION	Ala. Code § 38-12-40 (Nervocally Identifiable 16
Employer Name: Gulf Shore Remedies, LLC	Employer Phone:
Contractor Name:	Contractor Phone: ()
State Agency:	Agency Phone: (
Work Email Address:	
Job Role/Classification: Owner	Supervisor Name:
made payable to the ALEA, Criminal Records and AFFIDAVIT FOR RELEASE INFORMATION	
I hereby authorize the Alabama Low Enforcement Agency ALABAMA MEDICAL CANNABIS COMMISSION (AN	
Name & Address of Requesting Agency or Authorized Agence	
Agency, the Federal Bureau of Investigation, and any information rule policial, or personal reference. I bereity relation of parties controlating a by signing believe and submitting this application, I havely verify that advantable prior I understand that in accordance with Section 41.9- about systemal affection record information under false protocosts or a agency or person without authoritation, may be guilty of a filter, and 1.	It consists history record information (CNR) instintational by both the Alabama Law Information, togother worker it be financial, academia, militare, ampliturement, and information from any charges or history whatsomer because of financialing solid information. He effections that is my application and in the entached documentation is correct. I also 601 of the Code of Alabama 2075, that any person who willfully requestin, absolute or wells to the will be formed to the entact of the code of Alabama 2075, that any person who willfully requestin, absolute or wells to the willfully communication or made to communicate universit (Bessler record Information to any should be freed not have then \$2,000 mm more than \$10,000 or imprisonal in the state permissionary farthermore, as and perform or Tille 28. Cules of Federal Angularisms (CTR), feetion 35,34 i have the 1state between to be innocurate (see "Impression Argunosium formation).  2-40 (Personally Identifiable Information)
Name of Witness	2-40 (1 crsonary rachimatic miormation)
Address of Witness	
City, State and Zip	
	, 20
Sworn to and subscribed before me thisday of	My Commission Expires
Notary Signature	SID: AL BILDE PURE NO Charge:
Processed by (retain): / / Processed by (ret	Checks
No Francis de Area (10-02-07	•

PERSONAL INFORMATION	
Full Name (First Missle, Lart, Saffor)	(Personally Identifiable Information)
Alla, Code § 36-12-40	(Personally Identifiable Information)
Applicant Current Address Ala. Code § 3	36-12-40 (Personally Identifiable Information)
Ala. Code § 36-12-4	0 (Personally Identifiable Information)
Date of Birth: Ala Code	e § 36-12-40 (Personally Identifiable Information)
Race: White Work Asian Indian	Other (slease specify)
fome Phone: ( ) Mobile Phone:	Ala. Code § 36-12-40 (Personally Identifiable Informatio
WORK INFORMATION	Ala. Code § 36-12-40 (Ferronally Identifiable In
Employer Name: Gulf Store Remedies, LLC	Employer Phone
	Contractor Phone: (
Contractor Name:	Agency Phone: ( )
State Agency:	Agency Priories 1
Work Email Address:	
ob Role/Classification: Owner	Supervisor Name:
til PERSONNA REQUESTS ONLY: The required \$25.00 made payable to the ALEA, Criminal Records and	, y an authorized lew enforcement agency as required. Restion, reference that agency's fee requirements for a background check, administrative fee (must be in the form of a money order or Coshler's check
III. Completed Application signed by applicant and two III. The required copy of my valid photo identification. III. A dissifiable copy of my own fingorprints taken by III. If applying for state employment/licensura/certified personne. NECULETS ONLY: The required \$25.00 made payable to the ALEA, Criminal Records and AFFIDAVIT FOR RELEASE INFORMATION  Thereby authorize the Alabane Law Enforcement Aparity.	, an authorized low enforcement synney as required. Retion, reference that agency's fee requirements for a background check, administrative fee (must be in the form of a maney order or Coshler's check Identification Unit).  to release any and all criminal history information to:
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El Completed Application signed by applicant and two III The required copy of my waid photo identification. II A dissifiable copy of my own fingerprints taken by III gapplying for state employment/flocturary/certific president Requirement Programment Appendix and Applicant For RELEASE INFORMATION  Describe authorize the Alabament Law Englandement Agency ALABIAMA MEDICAL CANNABIS COMMISSION (AMbame & Reddress of Requirement Agency of Authorized Agency & the Fallored Beneval of Investigation, and any information including to the fallow and indexes of Investigation, or and only information including as the Fallored Beneval of the information including and including a fallow and indexes of the information including the fallow and indexes of the information including the fallow and indexes record information including and in the information in the programment of	r an authorized low enforcement agency as required.  Restion, reference that agency's fee requirements for a background check, administrative fee (must be in the form of a makey order or Cashler's check Mentification Unit).  To release any and all criminal history information to:  CCC)  Senior listery record elements whether it be founded, occidence use Ephreument to one pust record and chemical substant it to founded, occidence, while, and information to information fine any thorps or habitary electrons beautifully electronic fine say thorps or habitary electrons because of familiary additionation of the Code of information 1878, that are person also willfully enterenable the senior I will be fined not have than \$5,000 or more than \$50,000 or hapitacoust in the state information in the information, as set forth in 7th 28, Code of release \$100,000 or hapitacoust in the state previous of their information to be have approximate in the "Approximation" (all the information to be have approximate to the province of physical in the state period of the information to be have the transition of the "Approximation" (all the physical in the p
The required copy of my waid photo identification.  A dissifiable copy of my waid photo identification.  A dissifiable copy of my own fingerprints taken by if applying for state employment/licensura/certification.  Personna Requires and the required \$23.00 made payable to the ALEA, Criminal Records and made payable to the ALEA, Criminal Records and AFFIDAVIT FOR RELEASE INFORMATION  Dereby authorize the Alabame law Enforcement Agency of ALABAMA MEDICAL CANNABIS COMMISSION (AMbama E. Address of Requesting Agency or Authorized Agency of Agency to Protected Records and Judicial, at personal reference. I havely require to this agency of province of personal reference of the employation, or does privately welly the obtained agency or personal reference of the employation, or does privately according to the state of the employation, or does privately according to the state of the control of the employation, or does privately according to the state of the stat	r an authorized low enforcement agency's general as required.  Restion, reference that agency's fer requirements for a background check, administrative fee (must be in the form of a makey order or Coxbier's check Mentification Unit).  Its release any and all criminal history information to:  CC')  genius listery record electrosion (ON) exemplined by both the Akebana Love Enforcement by to me put record and simulates electer it be founded, condensis, military, equilibration to light one put record and simulates electer it be founded, condensis, military, equilibration to light one put record and simulates electer it to founded, condensis, military, equilibration to light one put record and simulates electer it to founded, condensis, military exists all of the Code of Ambienes 1878, that any person show without placets elected in remore it is to collected absorbance to it is remore in the Code of Ambienes 1878, that any person show without placets in the check periodical and the factor provides to see that the 55,000 per more than \$18,000 or hope foundations (CT), Section 18.84 I name the than the 55,000 per more than \$18,000 or hope foundations (CT).  ACCUPATION 1888 ACCUPATION IN THE ACCUPATION IN T

ALABAMA LAW ENFORCEMENT AGENCY APPLICATION TO REVIEW ALABAMA CRIMINAL	HISTORY RECORD INFORMATION
PERSONAL INFORMATION	
Full Name Afres, MAARS, Lest, Suffer	nally Identifiable Information
Aliases/Nickname:	
Applicant Current Address Ala. Code § 36-1	2-40 (Personally Identifiable Information)
слу	sonally Identifiable Information)
Date of Birth Ala. Code § 36-12-40 (I	Personally Identifiable Information)
Race: White Black Asian Indian Other	(piesse specify)
Home Phone: Mobile Phone: Ala. C	ode § 36-12-40 (Personally Identifiable Information)
WORK INFORMATION	Ala. Coda § 36-12-40 (Fernonally Identifiable Info
Employer Name: Gulf Shore Remedies, LLC	Employer Phone
Contractor Name:	Contractor Phone:
State Agency:	Agency Phone:
Work Email Address:	
Job Role/Classification: Owner Supe	rvisor Names
그 그들은 그렇게 되면 다시하지 않아 가지 않는데 하면 되었다. 그렇게 되어 되었다면 하는데 나무를 하는데 되었다면 하는데 하다 하는데 되었다.	reference that agency's fee requirements for a backgroundcheck. trative lee [must be in the form of a money order or Coshier's check
AFFIDAVIT FOR RELEASE INFORMATION  I heneby authorize the Alabama Law Enforcement Agency to releas  ALABAMA MEDICAL CANNABIS COMMISSION (AMCC)	re any and all criminal history information to:
depriors, the Federical Auricia of Investigation, and one information relating to my justices, or personnel reference. I develop in lease all parties acceptationing cash informa- bly algoring below and augmitting this, applications, I below, write that the informal administration for I conference that, is accordance with Section 41-4603 of the obtains although a figuratic records enforcements under finite protocols, or who will find agents or persons without authoritation, must be guilts at a letter, and should be fine fire not more those fine years or both 5-42-601, Code of Alla (1875) (withcomess	theory research deference to a CNAI insumble of the best the Authorian Law Enforcement partitives and enforcement with their the fiveness, recedence, refinance, employments, about from any country, or which for substitution from a country of the fiveness and in the substitution from a country of the substitution from a country of the without the substitution from a country of the country of the first of Authorian LaTe, and any person who will fully required, obtains to write to communicate or seeks to conversable or control of physics record information to pay a real residence of the country of the
Name of Witness	
Address of Witness	
City, State and Zip_	
Sworn to and subscribed before me this 4 th day of Mayo	mhsc 20.22
Notary Signature Nichtland South My C	Commission Expires 3 - 2.9 , 20.26
FOR ALEA OFFICIAL USE ONLY; YON. HD 24.  FACE YES BY SECOND YOUR MAINED STATES AND STATES AND STATES AND STATES.  WITH THE MAINED BY SONCE MEANING STATES.	Palin   Palin   Sec Charge   Palin
NICHCLAS SAITH Hotary Public - State of Maryland Allegany County My Commission Eadines Mar 25, 2026	

APPLICATION TO REVIEW ALABAMA CRIMI	
PERSONAL INFORMATION	Parconally Idantifiable Information
Full Name (Rest, Middle, Last, Suffly)	Personally Identifiable Information)
Aliases/Nickname:	
Applicant Current Address: Ala. Code § 36	5-12-40 (Personally Identifiable Information)
City Ala. Code § 36-12-40	(Personally Identifiable Information)
Date of Birth Ala. Code § 36-12	-40 (Personally Identifiable Information)
Race: Mhite Black Asian Indian	Other (please specify)
Home Phone: ()Mobile Phone: A	la. Code § 36-12-40 (Personally Identifiable Information)
WORK INFORMATION	Ala. Code y 36-12-60 (Personally Identifiable Inform
Employer Name: Gulf Shore Remedies, LLC	Employer Phone:
Contractor Name:	Contractor Phone: (
State Agency:	Agency Phone: ( )
Work Email Address:	
lob Role/Classification: Owner	Supervisor Name:
☐ The required copy of my valid photo identification. ☐ A classifiable copy of my own fingerprints taken by a ☐ if applying for state employment/licensure/certific	ation, reference that agency's fee requirements for a background check.
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ALABAMA LAW ENFORCEMENT AGENCY	INTERNATIONAL DECEMBER INFORMATION
APPLICATION TO REVIEW ALABAMA CRIMI PERSONAL INFORMATION	INAL HISTORY RECORD INFORMATION
THE PROPERTY OF THE PROPERTY O	Personally Identifiable Information
Aliases/Nickname:	September   Printe
Ala Cada	§ 36-12-40 (Personally Identifiable Information)
Applicant Current Address: Ala, Code 8 36-12-40	0 (Personally Identifiable Information)
Ala Code 8 36-12-	40 (Personally Identifiable Information)
Date of Birth: Ala. Code § 36-12-	Other (please specify)
	la. Code § 36-12-40 (Personally Identifiable Information)
WORK INFORMATION	Als Code g 36-12-19 (Percently) Identifiable Inforts
Employer Name: Gulf Shore Remedies, LLC	Employer Phone
Contractor Name:	
State Agency:	Agency Phone:
Work Email Address:	The control of the co
Included with my Release are the following items:  Completed Application signed by applicant and two- The required copy of my valid photo identification.  A classifiable copy of my own fingerprints taken by a  If opplying for state employment/licensure/certifice PERSONAL REQUESTS ONLY: The required \$25.00 ad	an authorized law enflorcement agency as required, ation, reference that agency's fee requirements for a backgroundcheck, dministrative fee (must be in the form of a money order or Cashler's check
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Sworn to and subscribed before me this 🦹 day of	November 2023
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Ala. Code § 36-12-	40 (Personally Identifiable Information)
Date of Birth: Ala. Code § 36-12	2-40 (Personally Identifiable Information)
Race: White Black Asian Indian	Other (please specify)
	y Identifiable Information)
WORK INFORMATION	
A SAME AND S	Ala. Code § 36-12-40 (Personally Identifiable Information
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El The required copy of my valid photo identificat  A classifiable copy of my own fingerprints taken  If applying for state employment/licensure/ce  PERSONAL REQUESTS ONLY: The required \$25 mode payable to the ALEA, Criminal Records of  AFFIDAVIT FOR RELEASE INFORMATION  Thereby authorize the Alabama Law Enforcement Agen ALABAMA MEDICAL CANNABIS COMMISSION (  Rame & Address of Requesting Agency or Authorized Agent)  I, the doore referenced inhibitual, fureby repost to release any  I, the doore referenced inhibitual, fureby repost to release any  I, the doore reference. I berety release of parties contribute  Reports, the Federal Bureau of Investigation, and any references is  Reported to the I anderstand that in accordance with fection is  advantaged that I anderstand that in accordance with fection is  advantaged from the fine years or both \$41,9401. Code of Agentson, or  Implicant Signature  Sworm to and subscribed before me this  Local Signature  Notary Signature	In bry an authorized law enforcement agency as required.  In the particular of the particular of the particular of a packet of Cashier's che and Identification Unit).  In the release any and all criminal history information to:  AMCC)  If a release any and all criminal history information to:  AMCC)  If a release any and all criminal history information to:  AMCC)  If a release any and all criminal history information to:  AMCC)  If a release any and all criminal history information to:  AMCC)  If a release any and all criminal history information to:  If a release any and all criminal history information to:  If a release any and all criminal history information to:  If a release any and all criminal history information to:  If a release any and all criminal history information to:  If a release to the code of Alabama 1975, that any person who will all requests, alteriar or series to consider the criminal interviews of the all record information to and shall be found not insurance of the all the state peninentic in the st

PERSONAL INFORMATION	
Full Name (First, Middle, Last, Suffic)	40 (Personally Identifiable Information)
Aliases/Nickname:	
Applicant Current Address Ala. Code	e § 36-12-40 (Personally Identifiable Information)
City Ala. Code § 36-12-	-40 (Personally Identifiable Information)
Date of Birth: Ala. Code § 36-1	2-40 (Personally Identifiable Information)
Race: White Black Asian Indian	Other (please specify)
Home Phone: ( ) Mobile Phone:	Ala Code § 36-12-40 (Personally Identi
WORK INFORMATION	Class Coder \$16-5 P-49 (Personally) identificable information
Employer Name: Gulf Shore Remedies, LLC	Employee Phones
	Employer Phone:
Contractor Name:	
	Agency Phone: ()
Work Email Address:	
Job Role/Classification: Owner	Supervisor Name:
☐ If applying for state employment/licensure/cer	two witnesses <u>OR</u> notarized.
Completed Application signed by applicant and the required copy of my walld photo identification A classifiable copy of my own fingerprints taken of applying for state employment/licensure/cer personal Requests ONEY: The required \$25.0 mode payable to the ALEA, Criminal Records of AFFIDAVIT FOR RELEASE INFORMATION  I hereby authorize the Alabama Law Enforcement Agent	two witnesses <u>Off</u> notarized.  ion.  by an authorized law enforcement agency as required.  rification, reference that agency's fee requirements for a background check  on administrative fee (must be in the form of a money order or Cashier's che  nd identification Unit).  cy to release any and all criminal history information to:
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Completed Application signed by applicant and The required copy of my walld photo identification A classifiable copy of my own fingerprints taken if applying for state employment/licensure/cer in PERSONAL REQUESTS ONLY: The required \$25.0 mode payable to the ALEA, Criminal Records on AFFIDAVIT FOR RELEASE INFORMATION  Thereby authorize the Alaboma Law Enforcement Agent ALABAMA MEDICAL CANNABIS COMMISSION (A Name & Address of Requesting Agency or Authorized Agent (it we above referenced individual, hesely request to release any and Agency, the Federal Bureau of Investigation, and any information rejudical, as personal reference. I hereby release of parties contributing by alphang believe and submitting this application. I hereby welly of acknowledge that I understand that, in accordance with Section 41-obtain criminal offender record information under faile pretentes, or opency or person without authorization, may be guilty of a fallow, on for not more than five years or both, \$42,5462, Code of Ala (1975) right to challenge or appare	two witnesses OR notarized.  Ion.  Iby an authorized law enforcement agency as required.  refrication, reference that agency's fee requirements for a background check  90 administrative fee (must be in the form of a money order or Cashler's che  nd identification Unit).  Rey to release any and all criminal history information to:  VMCC)  I of criminal listery record information (Criti) mointained by both the Alabama Law Information  placing to my post record and character whether it be freezed, ecolomic, military, anysigms  grach information from any charges or Bability whotonever because of familiating sold information  as the information listed in my application and in the attached decorrectation is correct in  1-4-502 of the Code of Alabama 1975, that any person who willfully requests, obtains a seeks to communicate criminal affector record information  of shall be fined out less than \$5,000 nor more than \$30,000 or insprisoned in the state peritored  to that the fined out less than \$5,000 nor more than \$30,000 or insprisoned in the state peritored  to that the fined out less than \$5,000 nor more than \$30,000 or insprisoned in the state peritored  that the fined out less than \$5,000 nor more than \$30,000 or insprisoned in the state peritored  to that the fined out has \$6,000 or \$7,000 or \$7,000 or insprisoned in the state peritored.
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PERSONAL INFORMATION	
Full Name (First, Middle, Last, Suffix): Ala. Code § 36-12-4	40 (Personally Identifiable Information) Sex/Gender: Male
Aliases/Nickname:	
Applicant Current Address: Ala. Code § 30	6-12-40 (Personally Identifiable Information
City Ala. Code § 36-12	2-40 (Personally Identifiable Information)
Date of Birth: Ala. Code § 36	5-12-40 (Personally Identifiable Information)
Race: White Black Asian Indian	Other (please specify)
Home Phone: [ ] Mobile Phone:	Ala. Code § 36-12-40 (Personally Identifiable Informat
WORK INFORMATION	
Employer Name: Gulf Shore Remedies, LLC	Employer Phone:
Contractor Name:	Contractor Phone: ( )
State Agency:	Agency Phone: [ )
Work Email Address:	**************************************
Job Role/Classification: Owner	Supervisor Name:
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□ Completed Application signed by applicant and the required copy of my valid photo identification. □ A classifiable copy of my own fingerprints taken. □ if applying for state employment/Recessure/cert. □ PERSONAL REQUESTS ONLY: The required \$25.0 made payable to the ALEA, Criminal Records an AFFIDAVIT FOR RELEASE INFORMATION.	on. by an authorized law enforcement agency as required. tification, reference that agency's fee requirements for a background check. On administrative fee (must be in the form of a money order or Cashler's check ad Identification Unit).
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☐ Completed Application signed by applicant and the required copy of my valid photo identification. ☐ A classifiable copy of my own fingerprints taken. ☐ If applying for state employment/Recessure/cert. ☐ PERSONAL REQUESTS ONLY: The required \$25.0 made payable to the ALEA, Criminal Records an AFFIDAVIT FOR RELEASE INFORMATION  I hereby authorize the Alabama Law Enforcement Agency ALABAMA MEDICAL CANNABIS COMMISSION (A Name & Address of Requesting Agency or Authorized Agent*  I, the shale referenced individual, Annaby request to release any and Agency, the Federal Bureou of resugnization, and any information no judicial, or parameter ference. Hereby release oil parties contributing by signing below and submitting this application. I haven't verify the acknowledge that I anderstond that is accordance with Section 41-obtain criminal affects are recommended in the page of paying or person without a active highlies, may be guilty of a folors, and for not more than fire years or levels 41-0-002, Code of Ala (1273). right to shallongs or	by an authorized law enforcement agency as required.  tification, reference that agency's fee requirements for a backgroundcheck.  30 administrative les (must be in the form of a money order or Cashler's check of the distinction Unit).  cy to release any and all criminal history information to:  MICC)  all criminal history record information (CHR) mointained by both the Alabama Law Enforcementaining to my post record and character selective it to financial academic, whitney, enjoyment at the information from any charges or leability whatnower because of fundahing sed information at the information floor any charges or history, what any process who will properly control of a correct. I also 9-602 of the Cade of Alabama 1975, that any presented when the information is correct. I also shall be found to be at them 55,000 are more than 510,000 or historicanial affective record information to an detail to final act found not be at than 55,000 are more than 510,000 or historicanial in the state positionian further or set in the systems of the formation to a fact the final act for the state positive of the formation to a final to final not for the state positive in the state positive furthermore, as set froth or Title 28, Cade of Federal Regulations (CFR), Section 36.34 i have the
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License Type: Cultivator

1-783 (Rev. 06-01-2020)	OMB-1119-9952
DENTITY HISTORY SUMMARY REQ	DUEST FORM
	* COLONIA CALAMATINA C
Information * Denotes Requi	
*Last Name Ala Code 8	Personally Identifiable information First Name Ala Code § 36-12-40 (Personally Identifiable Information)
Middle Name 1	55 12 10 (1 etosiasty identifiate internation)
*Date of Right	*Place of Birth: +U.S. Citizen or Legal Permanent Resident:
1a. Code § 36-12-40 (Pei	rsonally Identifiable Information)
*Country of Citizenship:	Country of Residence: Prisoner Number (if applicable):
JSA	
"Last Four Digits of Social S	ccurity Number: Ala. Code § 36-12-40 (Personally Identifiable Information)
Race (please check appropriate	box):
Asian Black	aucasian Native American Unknown
Sex (please check appropriate be	ox):
Male Female Other	
Address	
C/O AMCC	ATTN Background Check
*Address	
	P.O. Box 309585
*City Montgomery	*State Alabama
*Postal (Zip) Code 36130	*Country USA
Phone Number	E-Mail
Payment Enclosed: (please ch	CK MONEY ORDER CREDIT CARD FORM
summary. This is not a national be on an employment background che	on Identity History Summary to review it or obtain a change, correction, or an update to the ackground check and may not include information from state repositories which would be included sek. If you are requesting a background check for employment or licensing within the U.S., you may wal law to submit your request through your state identification bureau, the requesting federal nnelting agency.
* REQUESTOR SIGNATUR	E Ala Code § 36-12-40 (Personally Identifiable Information)
Mail the signed requestor inform	nation form, fingerprint card, and payment of \$18 U.S. dollars to the following address:
	FBI CJIS Division – Summary Request 1000 Custer Hollow Road Clarksburg, West Virginia 26306
enformation from you in to provide the FBII with a Social Security Account Number) is voluntary, by	efformation exhausted on the form is generally authorized under 28 USC 534 and 28 CFR 16.30-16.34. The purpose for requesting this remement of identifying data to permit in accurate and briefly search of FRI destification records. Providing this information (including you recover, faither to provide the information regulated to respect to the providing the information may be disclosed all by the FRI selficial year consent persuant to the Privacy Act of 1974 and all applicable resume wass.
PAPERWORK REDUCTION ACT STA	TEMENT: required to correlate this flow usless it contains a valid OMB assets marker. The form takes approximately 3 minutes to complete.

DENTITY HISTORY SUMMARY I	EQUEST FORM	
nformation * Denotes Res		478-11-1-56
Last Mane	3 ( ,	ntifiable Information)
Middle Name 1	6-12-40 (Personally Identifiable Information)	fle Name 2
Date of Birth: Ala. Code § 36-12-40 (	*Place of Birth: Personally Identifiable Infor	*U.S. Citizen or Legal Permanent Resident:
Country of Citizenship:	Country of Residence:	Prisoner Number (if applicable):
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Race (please check approprie	te box):	
Asian Black	Caucasian Native American	Unknown
Sex (please check appropriate	t box):	
Male Female O		
Address		
O AMCC	ATTN	Background Check
Address	P.O. Box 3095	307
	P.O. Box 3095	100
City Montgomery	*State	Alabama
Postal (Zip) Code 36130	*Coun	itry USA
hone Number	E-Mai	I
ummary. This is not a national n an employment background o	eck Money order  own Identity History Summary to review background check and may not include heck. If you are requesting a backgrou deral law to submit your request throug hanneling agency.  Ala Code § 36-12-40 (Personally	wit or obtain a change, correction, or an update to the information from state repositories which would be included and check for employment or licensing within the U.S., you man by your state identification bureau, the requesting federal
	1 2	
tau the signed requestor into		nayment of \$18 U.S. dollars to the following address:
	FBI CJIS Division – Sur 1000 Custer Holl Clarksburg, West Vi	ow Road
Symposium floors your in to remaide the FBS will	do a confessionary of interestivation class to expension are accounted as	ind under 28 USC 534 and 28 CFR 1630-1634. The purpose for enquenting this ad timely search of FBI identification month. Providing this information (nechalogy to the completion of your request. The information reported on this form may be disclose
yough to your consent and may also be disc	could by the FBI without your commit pursuant to the Pr	ivacy Act of 1974 and all applicable routine uses.

Middle Name   Ala. Code § 36-12-40 (	36-12-40 (Personally Identifiable Information)  Personally Identifiable Information
	of Birth: *U.S. Citizen or Legal Permanent Resident:
Country of Citizenship: Country	of Residence: Prisoner Number (if applicable): § 36-12-40 (Personally Identifiable Information)
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C/O AMCC *Address	ATTN Background Check
Address	P.O. Box 309585
City Montgomery	*State Alabama
Postal (Zip) Code 36130	*Country [USA E-Mail
210 110 2 - 411 20 0 0 1	
Payment Enclosed: (please check appropria	ate box)
	MONEY ORDER CREDIT CARD FORM
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1-783 (Rev. 06-01-2020)		OMB-1110-0052
IDENTITY HISTORY SUMMARY I	EQUEST FORM	
Information * Denotes Re-	united Fields	
*Last Name Ala.	Code § 36-12-40 (	Personally Identifiable Information)
		y Identifiable Information)
iviluale (value )	2 8 00 12 10 (2010011111	<b>7</b>
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"Race (please check appropria		
AsianBlack	Caucasian Native Ame	erican Unknown
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Address		
C/O AMCC		ATTN Background Check
*Address		CAR III
11001100	P.O. E	3ox 309585
	- CHANGE	
*City Montgomery		*State Alabama
"Postal (Zip) Code 36130		*Country USA
Phone Number		E-Mail
Payment Enclosed: (please	check appropriate bax)	
CERTIFIED CH	ECK MONEY	ORDER CREDIT CARD FORM
summary. This is not a nationa on an employment background	background check and may no check. If you are requesting a ederal law to submit your reque hanneling agency.	to review it or obtain a change, correction, or an update to the at include information from state repositories which would be included background check for employment or licensing within the U.S., you may est through your state identification bureau, the requesting federal
* REQUESTOR SIGNATU	RE Ala. Code § 36-12-40 (Pe	rsonally Identifiable Information
Mail the signed requestor info	rmation form, fingerprint ca	rd, and payment of \$18 U.S. dollars to the following address:
	1000 Cu	ion – Summary Request ster Hollow Road West Virginia 26306
information from you is to provide the FB1 w Social Security Account Number) is voluntar	ith a minimum of identifying data to permit or, however, failure to provide the information	enally authorized under 28 USC 534 and 28 CPR 16,30-16,34. The purpose for requesting this in accurate and timely search of FBI Identification records. Providing this information (auchading you may affect the completion of your request. The information reported on this form may be disalosed until to the Privacy Act of 1974 and all applicable resultine often.
PAPERWORK REDUCTION ACT S Under the Paperwork Reduction Act, you are		contains a valid CMB control number. The form takes approximately 3 minutes to complete.

1-783 (Rev. 06-01-3020)	OMB-1110-0052
IDENTITY HISTORY SUMMARY REQUEST FOR	RM
Information * Denotes Required Field	4
	12-40 (Personally Identifiable Information)
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Middle Name 1 Ala. Code § 36-12-40	(1 craomaty technicole information)
*Date of Birth	
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	untry of Residence: Prisoner Number (if applicable):
USA	
*Last Four Digits of Social Security 1	Number Ala. Code § 36-12-40 (Personally Identifiable Information)
*Race (please check appropriate box):  Asian Black Caucasian	☐ Native American ☐ Unknown
*Sex (please check appropriate box):  Malo Female Other	
Address	
C/O AMCC	ATTN Background Check
*Address	
	P.O. Box 309585
-	
*City Montgomery	*State Alabama
Postal (Zip) Code 36130	*Country USA
Phone Number	E-Mail
Payment Enclosed: (please check appro	priate box)
CERTIFIED CHECK	☐ MONEY ORDER  ☐ CREDIT CARD FORM
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	m, fingerprint card, and payment of \$18 U.S. dollars to the following address:
man me agned requestor intornation for	FBI CJIS Division – Summary Request
	1000 Custer Hollow Road
	Clarksburg, West Virginia 26306
aforestion from you is to provide the FEE with a minimum of it local Senterly Account Namber) is valuetary, however, fielder is sentiment to your content and may also be disclosed by the FBE w	in itted on this form is generally authorized under 28 USC 534 and 28 CFR, 16,30-16.34. The purpose for requesting this descriping data to pressive an accounte and tiasely search of FEU identification records. Providing this information (including your to provide the information may affect the completion of your request. The information reported on this form may be disclosed eithout your consent pursuant to the Privacy Act of 1974 and all applicable routine uses.
PAPERWORK REDUCTION ACT STATEMENT: Under the Paperwork Reduction Act, you are not required to com-	eplete this form suless it contains a valid OMB opened number. The form taken approximately 3 minutes to complete.

1-711 (Rev. 06-01-2020)				OMB-1110-0052
DENTITY HISTORY SUMMARY	REQUEST FORM			
nformation * Danator B.	anirad Fields			
Last Name Ala. Co	le § 36-12-40 (	Personal	ly Identifiable Inf	formation)
	de § 36-12-40 (Person	ally Identifiat	le Information)	
Middle Ivalle I				
a. Code § 36-12-40 (	Personally Identifia	ble Informa	*U.S. Citizen or Legal I	
	Country of Re		Prisoner Number (if app	No Nicable):
Country of Citizenship:	usa usa	sidelice.	Prisoner ivanoer (ir ap)	meane).
Last Four Digits of Soci	al Security Number:	Ala. Code § 3	6-12-40 (Personally Ide	ntifiable Information
Sex (please check approprie		American L1	Jnknown	
Address				
C/O AMCC		ATTN [	Background Check	
Address		O Day 200595		
		.O. Box 309585		
City Montgomery		*State A	labama	
Postal (Zip) Code 36130		*Countr	y USA	
Phone Number		E-Mail		
Payment Enclosed: (please  CERTIFIED Co	HECK MON	EY ORDER	CREDIT CARD F	or an update to the
on an employment background	check. If you are requesting	ng a background reaus <del>t dif</del> ough.		ing within the U.S., you ma the requesting federal
REQUESTOR SIGNAT	URI		DATE	11/14/22
Iail the signed requestor in	ormation form, fingerpri	nteard, and pay	ment of \$18 U.S. dollars to the	e following address:
	1000	Division – Sumr O Custer Hollow ourg, West Virg	Road	

1-783 (Rev. 06-01-2020)	OMB-1110-0052
IDENTITY HISTORY SUMMARY REQUEST FO	RM
Information * Denotes Required Fie	4-
*Last Name Ala. Code	§ 36-12-40 (Personally Identifiable Information)
Last Name 1114. Code 8 36-1	2-40 (Personally Identifiable Information)
Middle Name 1	940 (Personan) Identifiable information)
*Date of Birth:   *p	lace of Birth: *U.S. Citizen or Legal Permanent Resident:
	Illy Identifiable Information) Yes No
*Country of Citizenship: Co	untry of Residence: Prisoner Number (if applicable):
USA	11. C-1. 8.2 (12.40 (D-11.11.11.11.11.11.11.11.11.11.11.11.11.
*Last Four Digits of Social Security	Number: Ala. Code § 36-12-40 (Personally Identifiable Information
*Race (please check appropriate box):	
Asian Black Caucasian	Native American Unknown
Saw follows shook assessment basis	
*Sex (please check appropriate bax):	
Male Female Other	
Address	
C/O AMCC	ATTN Background Check
*Address	71111 Duonground Critical
Address	P.O. Box 309585
*City Montgomery	*State Alabama
*Postal (Zip) Code 36130	*Country USA
Phone Number	E-Mail
Payment Euclosed: (please check appl	oprigte box)
CERTIFIED CHECK	☐ MONEY ORDER ☐ CREDIT CARD FORM
	The Committee of the advance appropriate or an understathe
You may request a copy of your own identity	y History Summary to review it or obtain a change, correction, or an update to the d check and may not include information from state repositories which would be included
on an employment background check. If yo	u are requesting a background check for employment or licensing within the U.S., you mu
be required by state statute or federal law t	o submit your request through your state identification bureau, the requesting federal
agency, or another authorized channeling of	gency.
* REQUESTOR SIGNATURE	ode § 36-12-40 (Personally Identifiable Information)
REQUESTOR SIGNATURE	DATE: 11/12/00
Mail the signed requestor information fo	rm, fingerprint card, and payment of \$18 U.S. dollars to the following address:
	FBI CJIS Division - Summary Request
	1000 Custer Hollow Road
	Clarksburg, West Virginia 26306
WHILE A COLOR OF A TEMPERE	
PRIVACY ACT STATEMENT The FBI's acquisition, reventions, and sharing of information is	besitted on this form is generally authorized under 28 USC 534 and 28 CFR 16.30-16.34. The purpose for requesting this
Second Scenetty Assesses Maniber) is voluntary; however, fails	identifying data to penuit an accurate and timely sourch of FBI identification records. Providing this information (including years to provide the information may affect the completion of your request. The information reported on this form may be discussed.
pursums to your consent and may also be disclosed by the $FB$	without your consent parsuant to the Privacy Act of 1974 and all applicable routine uses.
PAPERWORK REDUCTION ACT STATEMENT	
Clarifer the Paperwork Reduction Act, was are put required to a	explicie this form unless it contains a valid GMB control number. The form takes approximately 3 minutes to complete.

# FBI Background - Gulf Shore Remedies Cultivation Facility - Attachment to Exhibit 4, Section 4.3

1-783 (Rev. 06-01-2020)	QMB-1110-0052
IDENTITY HISTORY SUMMARY REQ	UEST FORM
Information * Denotes Requi	red Fields
	. Code § 36-12-40 (Personally Identifiable Information)
	36-12-40 (Personally Identifiable Information)
thate of Right la. Code § 36-12-40 (Pe	rsonally Identifiable Information
*Country of Citizenship: USA	Country of Residence: Prisoner Number (if applicable):
*Last Four Digits of Social S	ecurity Number: Ala. Code § 36-12-40 (Personally Identifiable Information)
*Race (please check appropriate   Asian Black C  *Sex (please check appropriate be Male Female Other	aucasian Native American Unknown
Address	
C/O AMCC	ATTN Background Check
*Address	P.O. Box 309585
	F.O. BOX 309983
*City Montgomery	*State Alabama
*Postal (Zip) Code 36130	*Country USA
Phone Number	E-Mail
Payment Enclosed: (please che	
You may request a copy of your ow summary. This is not a national ba on an employment background che be required by state statute or feder agency, or another authorized char	In Identity History Summary to review it or obtain a change, correction, or an update to the ckground check and may not include information from state repositories which would be included by the control of the contro
* REQUESTOR SIGNATURI	ATE 11/2/2022
Mail the signed requestor inform	ation form, fingerprint card, and payment of \$18 U.S. dollars to the following address:
	FBI CJIS Division - Summary Request

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

FORM E: BACKGROUND CHECK IN	DIVIDUAL VERIFICATION
Each individual identified by § 20-2A-55(b), Code of Al shareholder, director, board member, and individual wit complete a separate form.	obama 1975 (as amended) (i.e., each owner, h an economic interest in the Applicant) must
Gulf Shore Remedies, LLC	Cultivation
Business License Applicant Name	License Type
Code § 36-12-40 (Personally Identifiable Info	ormation)
Individual's Name	
Individual's Role (select all that apply): 🚺 Owner 🔙	Shareholder Director Board Membe
Individual w	vith Economic Interest in Applicant
Verification	n
The undersigned, as identified above, hereby verifies al	ll of the following:
<ul> <li>That the individual's role(s) in the Applicant's busin 20-2A-55(b), Code of Alabama 1975 (as amended).</li> </ul>	
<ul> <li>That the individual shall, as required by § 20-2A-submit to a state and national criminal background by the Alabama Law Enforcement Agency.</li> </ul>	55(b), Code of Alahama 1975 (as amended), d check, to be conducted and/or coordinated
<ul> <li>That the individual has submitted its completed s form (ALEA SBI Form 46), and all other items requi</li> </ul>	
<ul> <li>That the individual has submitted its national cri History Summary Request Form), and all other iten</li> </ul>	
<ul> <li>That the individual, on his/her state and national be and the FBI, as applicable, to release any and all crit the Alabama Medical Cannabis Commission.</li> </ul>	
<ul> <li>That the individual will promptly respond to any rec Medical Cannabis Commission regarding the proc criminal background checks.</li> </ul>	quest from ALEA, the FBI, and/or the Alabama cessing of the individual's state and national
That the individual has confirmed that his/her mapplicant, on the Background Check Applicant Veri	fication Form.
Code § 36-12-40 (Personally Identifiable Inf	formation)
Signature of Verifying Individual	Verification Date

# Verification Background - Gulf Shore Remedies Cultivation Facility - Attachment to Exhibit 4, Section 4.4

#### FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

u	ulf Shore Remedies, LLC	Cultivation
Bu	siness License Applicant Name Code § 36-12-40 (Personally Identifiable Inform	License Type
	Code § 50-12-40 (Fersonally Identifiable Infor-	nation)
nd	lividual's Name	
nd	dividual's Role (select all that apply): Owner Shar	eholder Director Board Memb
	Individual with I	Economic Interest in Applicant
	Verification	
'n	e undersigned, as identified above, hereby verifies all of t	he following:
	That the individual's role(s) in the Applicant's business 20-2A-55(b), Code of Alabama 1975 (as amended).	is one or more of the roles identified by §
	That the individual shall, as required by § 20-2A-55(b) submit to a state and national criminal background che by the Alabama Law Enforcement Agency.	
	That the individual has submitted its completed state form (ALEA SBI Form 46), and all other items required to $\frac{1}{2}$	
	That the individual has submitted its national criminal History Summary Request Form), and all other items re-	
	That the individual, on his/her state and national backgr and the FBI, as applicable, to release any and all crimina the Alabama Medical Cannabis Commission.	
	That the individual will promptly respond to any request Medical Cannabis Commission regarding the processing criminal background checks.	
ì	That the individual has confirmed that his/her name Applicant, on the Background Check Applicant Verificati de § 36-12-40 (Personally Identifiable Inform	on Form.
		11-11-22

# Verification Background - Gulf Shore Remedies Cultivation Facility - Attachment to Exhibit 4, Section 4.4

#### FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

G	ulf Shore Remedies, LLC	Cultivation
Bus	siness License Applicant Name	License Type
	ode § 36-12-40 (Personally Identifiable Inform	nation)
Ind	lividual's Name	
Ind	lividual's Role (select all that apply): 🚺 Owner 🔙 Shar	reholder Director Board Me
	jindividual with	Economic Interest in Applicant
	Verification	
The	e undersigned, as identified above, hereby verifies all of t	the following:
•	That the individual's role(s) in the Applicant's business 20-2A-55(b), Code of Alabama 1975 (as amended).	is one or more of the roles identified b
•	That the individual shall, as required by § 20-2A-55(b submit to a state and national criminal background che by the Alabama Law Enforcement Agency.	
•	That the individual has submitted its completed state form (ALEA SBI Form 46), and all other items required	
•	That the individual has submitted its national criminal History Summary Request Form), and all other items re	
•	That the individual, on his/her state and national backg and the FBI, as applicable, to release any and all crimina the Alabama Medical Cannabis Commission.	
•	That the individual will promptly respond to any reques Medical Cannabis Commission regarding the procession criminal background checks.	t from ALEA, the FBI, and/or the Alaba ng of the individual's state and natio
	That the individual has confirmed that his/her name Applicant, on the Background Check Applicant Verificat ode § 36-12-40 (Personally Identifiable Information)	tion Form.
	sac § 50-12-40 (reisonarry identifiable fillof)	11-4-2022
		11-4-6012

Each individual identified by § 20-2A-55(b), Code of A shareholder, director, board member, and individual w. complete a separate form.	
Gulf Shore Remedies, LLC	Cultivation
Business License Applicant Name Code § 36-12-40 (Personally Identifiable In	License Type  Information
Individual's Name	
Individual's Role (select all that apply): 0wner	Shareholder Director Board Mem
Individual	with Economic Interest in Applicant
<u>Verification</u>	on
The undersigned, as identified above, hereby verifies a	all of the following:
<ul> <li>That the individual's role(s) in the Applicant's busi 20-2A-55(b), Code of Alabama 1975 (as amended)</li> </ul>	
<ul> <li>That the individual shall, as required by § 20-2A submit to a state and national criminal background by the Alabama Law Enforcement Agency.</li> </ul>	
<ul> <li>That the individual has submitted its completed form (ALEA SBI Form 46), and all other items requ</li> </ul>	state criminal background check applicatio aired therewith, to ALEA
<ul> <li>That the individual has submitted its national conditional Summary Request Form), and all other ite</li> </ul>	
<ul> <li>That the individual, on his/her state and national and the FBI, as applicable, to release any and all cr the Alabama Medical Cannabis Commission.</li> </ul>	background check forms, has authorized ALE, iminal history information of the individual t
<ul> <li>That the individual will promptly respond to any re Medical Cannabis Commission regarding the pro criminal background checks.</li> </ul>	
<ul> <li>That the individual has confirmed that his/her is Applicant, on the Background Check Applicant Ver Code § 36-12-40 (Personally Identifiable In</li> </ul>	rification Form.
	11-17-22

# Verification Background - Gulf Shore Remedies Cultivation Facility - Attachment to Exhibit 4, Section 4.4

#### FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

Each individual identified by § 20-2A-55(b), Code of Alabama 1975 (as amended) (i.e., each owner,

	areholder, director, board member, and individual with an eco amplete a separate form.	onomic interest in the Applicant) must
	Gulf Shore Remedies, LLC	Cultivation
Ala. Cod	le § 36-12-40 (Personally Identifiable Informat	License Type
In	dividual's Name	
In	dividual's Role (select all that apply): 0wner Shareho	lder Director Board Membe
	Individual with Eco	nomic Interest in Applicant
	Verification	
Th	ne undersigned, as identified above, hereby verifies all of the f	following:
•	That the individual's role(s) in the Applicant's business is of 20-2A-55(b), Code of Alabama 1975 (as amended).	ne or more of the roles identified by §
•	That the individual shall, as required by § 20-2A-55(b), Consubmit to a state and national criminal background check, by the Alabama Law Enforcement Agency.	
•	That the individual has submitted its completed state cri form (ALEA SBI Form 46), and all other items required then	
•	That the individual has submitted its national criminal be History Summary Request Form), and all other items require	
•	That the individual, on his/her state and national backgroun and the FBI, as applicable, to release any and all criminal his the Alabama Medical Cannabis Commission.	
•	That the individual will promptly respond to any request fro Medical Cannabis Commission regarding the processing o criminal background checks.	
	That the individual has confirmed that his/her name and Applicant, on the Background Check Applicant Verification	
Ala. Coc	de § 36-12-40 (Personally Identifiable Informat	11/8/72
	Signature of Verifying Individual	Verifidation Date

# Verification Background - Gulf Shore Remedies Cultivation Facility - Attachment to Exhibit 4, Section 4.4

#### FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

	<b>Gulf Shor</b>	re Remedies, LLC	Cultivation	
Ala.	Rusiness Licer Code § 36-12	nse Applicant Name 2-40 (Personally Identifiable	License Type Information	
	Individual's N	ame		_
	Individual's R	ole (select all that apply):	Shareholder Director Board	i Membe
		Individual	with Economic Interest in Applicant	
		Verificati	on	
	The undersign	ned, as identified above, hereby verifies	all of the following:	
		ndividual's role(s) in the Applicant's bus (b), Code of Alabama 1975 (as amended	iness is one or more of the roles identifies).	ed by §
	submit to	individual shall, as required by § 20-2/ a state and national criminal backgrou bama Law Enforcement Agency.	1-55(b), Code of Alabama 1975 (as ame and check, to be conducted and/or coord	nded), linated
	That the i form (ALE	individual has submitted its completed EA SBI Form 46), and all other items req	state criminal background check appluired therewith, to ALEA	ication
		individual has submitted its national o ummary Request Form), and all other ito	riminal background check form (FBI I ems required therewith, to the FBI.	dentity
	and the FI	ndividual, on his/her state and national BI, as applicable, to release any and all c ma Medical Cannabis Commission.	background check forms, has authorized riminal history information of the indivi	d ALEA dual to
	Medical C	ndividual will promptly respond to any r Cannabis Commission regarding the pro packground checks.	equest from ALEA, the FBI, and/or the Al occssing of the individual's state and n	abama ational
		individual has confirmed that his/her , on the Background Check Applicant Ve	name and role(s) have been included, rification Form.	by the
	Ala. Code	§ 36-12-40 (Personally Identifiable	Information) 11/14/2022	
			Verification Date	_

# Verification Background - Gulf Shore Remedies Cultivation Facility - Attachment to Exhibit 4, Section 4.4

#### FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

Each individual identified by § 20-2A-55(b), Code of Alabama 19 shareholder, director, board member, and individual with an econo complete a separate form.	75 (as amended) (i.e., each owner, omic interest in the Applicant) must
Gulf Shore Remedies, LLC	Cultivation
Business License Applicant Name	License Type
Ala. Code § 36-12-40 (Personally Identifiable Information)	
Individual's Name	
Individual's Role (select all that apply): Owner Sharehold	5.1-1-1-2) III.1-1-1-0.
Individual with Econo	mic Interest in Applicant
Verification	
The undersigned, as identified above, hereby verifies all of the following	lowing:
<ul> <li>That the individual's role(s) in the Applicant's business is one 20-2A-55(b), Code of Alabama 1975 (as amended).</li> </ul>	or more of the roles identified by §
<ul> <li>That the individual shall, as required by § 20-2A-55(b), Cod submit to a state and national criminal background check, to by the Alabama Law Enforcement Agency.</li> </ul>	
<ul> <li>That the individual has submitted its completed state crimi form (ALEA SBI Form 46), and all other items required therev</li> </ul>	
<ul> <li>That the individual has submitted its national criminal back History Summary Request Form), and all other items required</li> </ul>	
<ul> <li>That the individual, on his/her state and national background and the FBI, as applicable, to release any and all criminal histo the Alabama Medical Cannabis Commission.</li> </ul>	
<ul> <li>That the individual will promptly respond to any request from Medical Cannabis Commission regarding the processing of t criminal background checks.</li> </ul>	ALEA, the FBI, and/or the Alabama the individual's state and national
<ul> <li>That the individual has confirmed that his/her name and r Applicant, on the Background Check Applicant Verification Fo</li> </ul>	
Ala. Code § 36-12-40 (Personally Identifiable Information)	11/15/22
Signature of Verifying Individual	Verification Date

# Verification Background - Gulf Shore Remedies Cultivation Facility - Attachment to Exhibit 4, Section 4.4

#### 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. Gulf Shore Remedies, LLC Cultivation **Business License Applicant Name** License Type Individual's Name Individual's Role (select all that apply): V 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 Canqabis 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 Verifying Individual

# REDACTED COPY

# 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.

Tynes Stringfellow	Tynes Stringfellow CEO
Printed Name of Verifying Individual	Title of Verifying Individual
	12/14/2022   7:37 AM PST
Signature of Verifying Individual	Verification Date

Gulf Shore Remedies, LLC 12562 Mary Ann Beach Road Fairhope, Alabama 36532

December 2, 2022

To Whom It May Concern,

Ala. Code § 36-12-40 (Private Financial Information)

Gulf Shore Remedies, LLC (the "Company") has liq

Ala. Code § 36-12-40 (Private Financial Imormauon)

This ined budgets for th

# Ala. Code § 36-12-40 (Private Financial Information)

Attached below are the demonstrations of sufficient capital and verification of the fund's existence by Independent Certified Public Accountants. We had initially included bank letters on our original application as part of this exhibit but were told by the Commission that the formatting was incorrect as we included multiple bank letters on single pages which was the only way to format the exhibit and stay within the 5-page limit. We are happy to provide those bank letters in addition to the CPA letters.

Sincerely,

Tynes Stringfellow, Chief Executive Officer

Colin Kelley, Chief Operating Officer

License Type: Cultivator remation

Ala. Code § 36-12-40 (Private Financial Information)

December 2, 2022

Re:

Ala. Code § 36-12-40 (Private Financial Information)

To Whom It May Concern:

I have been a CPA since 2015 and an Enrolled Agent since 2012. I can confirm that the letter from

Ala. Code § 36-12-40 (Private Financial Information)

Ala. Code § 36-12-40 (Private Financial Information)

**Exhibit 5 - Demonstration of Sufficient Capital** 

Page 2 of 5

# Ala. Code § 36-12-40 (Private Financial Information)

December 1, 2022

To Whom It May Concern,

Based on the bank, brokerage and investment account statements provided to us, as of November 30, 2022, the liquid asse Ala. Code § 36-12-40 (Private Financial Information)

Very truly yours,

Ala. Code § 36-12-40 (Private Financial Information

**Enclosures** 



November 29, 2022

To whom it may concern,

We have been asked to provide a "Proof of Funds" let

Ala. Code § 36-12-40 (Private Financial Information)

management, financial planning, tax planning, and estate planning services.

Thank you

Ala. Code § 36-12-40 (Private Financial Information)



December 1, 2022

To whom it may concern,

# . Code § 36-12-40 (Private Financial Information)

hold assets in e

This letter is to Ala. Code § 36-12-40 (Private Financial Information)

Sincerely,

Ala. Code § 36-12-40 (Private Financial Information)

Ala. Code § 36-12-40 (Private Financial Information)

# 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.

Tynes Stringfellow	Tynes Stringfellow CEO
Printed Name of Verifying Individual	Title of Verifying Individual
	12/14/2022   7:37 AM PST
Signature of Verifying Individual	Verification Date

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

# **Executive Summary**

Below we detail quarterly financials for the company assuming a start date in July 2023. Our forecast assumes \$4m of equity, alongside \$7.3m in debt funding to help fund capital expenditures as well as support working capital needs. During the first 15 quarters of operations, we plan to utilize 10,000 square feet of canopy with the optionality to increase the canopy size to 40,000 square feet in 2027 as market conditions permit. Drawing on our operating experience in a plethora of other states, we conservatively project a yield per square foot of 60 grams throughout the forecast period with 60% of production comprised of grade A flower, 20% of production comprised of grade B flower, and the remaining 20% of production comprised of trim. However, we believe there is upside to this assumption after year 2, as there are both exogenous variables (i.e. climate the facility is located in) and endogenous variables (i.e. training the team) that can impact yield and take time to perfect, but we believe it is prudent to illustrate numbers we know are achievable. Moreover, we assume the price for grade A flower, grade B flower, and trim falls every year as market conditions become increasingly competitive.

On an annual basis, we intend to be EBITDA positive beginning in 2024. This is supported by a gross margin  $\sim$ 60%, on average. While we expect compression of gross margin as the price per pound of bulk flower decreases overtime, this is more than offset by improved operating leverage as we scale into phase 2 of the facility thereby expanding our EBITDA margin to the mid to high 40% range.

As our projected cash balance demonstrates, we believe the company will be well capitalized for both the phase 1 and phase 2 buildout of the facility. Relatedly, our projections show we will be able to withstand a market that will more than likely experience price compression in the near to intermediate term following initial sales as well as inflation to input costs and labor where appropriate.

# **Balance Sheet**

	F	F	F	F	F	F	F	F	F	F	F	F	F	F
	3Q23	4Q23	1Q24	2Q24	3Q24	4Q24	1Q25	2Q25	3Q25	4Q25	1Q26	2Q26	3Q26	4Q26
Cash	8,531,988	7,702,041	7,587,174	7,540,377	7,493,475	7,446,466	7,332,366	7,210,600	7,088,716	6,966,710	6,774,294	6,572,818	6,371,209	6,169,463
Accounts Receivable	0	0	69,461	69,461	69,461	69,461	64,499	64,499	64,499	64,499	59,538	59,538	59,538	59,538
Inventory	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Current Assets	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Current Assets	8,531,988	7,702,041	7,656,635	7,609,838	7,562,936	7,515,927	7,396,865	7,275,099	7,153,215	7,031,210	6,833,832	6,632,356	6,430,747	6,229,001
Net Fixed Assets	2,211,000	2,167,500	2,124,000	2,080,500	2,037,000	1,993,500	1,950,000	1,906,500	1,863,000	1,819,500	1,776,000	1,732,500	1,689,000	1,645,500
Total Assets	10,742,988	9,869,541	9,780,635	9,690,338	9,599,936	9,509,427	9,346,865	9,181,599	9,016,215	8,850,710	8,609,832	8,364,856	8,119,747	7,874,501
Accounts Payable	74,337	74,337	74,976	74,976	74,976	74,976	76,245	76,245	76,245	76,245	78,183	78,183	78,183	78,183
Notes Payable	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Wages Payable	65,050	65,050	65,701	65,701	65,701	65,701	67,021	67,021	67,021	67,021	69,052	69,052	69,052	69,052
Total Current Liabilites	139,387	139,387	140,676	140,676	140,676	140,676	143,267	143,267	143,267	143,267	147,235	147,235	147,235	147,235
Long Term Debt	7,275,866	7,177,239	7,075,624	6,970,929	6,863,063	6,751,927	6,637,425	6,519,453	6,397,906	6,272,676	6,143,651	6,010,717	5,873,755	5,732,643
Total Liabilites	7,415,252	7,316,625	7,216,300	7,111,605	7,003,739	6,892,604	6,780,691	6,662,719	6,541,172	6,415,942	6,290,887	6,157,953	6,020,991	5,879,878
Equity	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000
Retained Earnings	(672,264)	(1,447,084)	(1,435,664)	(1,421,267)	(1,403,802)	(1,383,177)	(1,433,826)	(1,481,120)	(1,524,957)	(1,565,232)	(1,681,055)	(1,793,097)	(1,901,244)	(2,005,378)
Total Equity	3,327,736	2,552,916	2,564,336	2,578,733	2,596,198	2,616,823	2,566,174	2,518,880	2,475,043	2,434,768	2,318,945	2,206,903	2,098,756	1,994,622

	F	F	F	F	F	F	F	F
	1Q27	2Q27	3Q27	4Q27	1Q28	2Q28	3Q28	4Q28
Cash	557,384	1,433,726	2,473,646	3,513,413	4,286,879	5,029,696	5,772,343	6,514,817
Accounts Receivable	54,576	218,306	218,306	218,306	198,460	198,460	198,460	198,460
Inventory	0	0	0	0	0	0	0	0
Other Current Assets	0	0	0	0	0	0	0	0
Total Current Assets	611,961	1,652,032	2,691,952	3,731,719	4,485,339	5,228,156	5,970,803	6,713,277
Net Fixed Assets	6,617,000	6,446,000	6,275,000	6,104,000	5,933,000	5,762,000	5,591,000	5,420,000
Total Assets	7,228,961	8,098,032	8,966,952	9,835,719	10,418,339	10,990,156	11,561,803	12,133,277
Accounts Payable	148,576	148,576	148,576	148,576	153,658	153,658	153,658	153,658
Notes Payable	0	0	0	0	0	0	0	0
Wages Payable	108,971	108,971	108,971	108,971	114,530	114,530	114,530	114,530
Total Current Liabilites	257,547	257,547	257,547	257,547	268,188	268,188	268,188	268,188
Long Term Debt	5,587,255	5,437,462	5,283,130	5,124,121	4,960,294	4,791,503	4,617,598	4,438,423
Total Liabilites	5,844,802	5,695,009	5,540,677	5,381,668	5,228,482	5,059,691	4,885,785	4,706,611
Equity	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000
Retained Earnings	(2,615,841)	(1,596,978)	(573,724)	454,051	1,189,858	1,930,465	2,676,018	3,426,666
Total Equity	1,384,159	2,403,022	3,426,276	4,454,051	5,189,858	5,930,465	6,676,018	7,426,666

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

# **Executive Summary**

Below we detail quarterly financials for the company assuming a start date in July 2023. Our forecast assumes \$4m of equity, alongside \$7.3m in debt funding to help fund capital expenditures as well as support working capital needs. During the first 15 quarters of operations, we plan to utilize 10,000 square feet of canopy with the optionality to increase the canopy size to 40,000 square feet in 2027 as market conditions permit. Drawing on our operating experience in a plethora of other states, we conservatively project a yield per square foot of 60 grams throughout the forecast period with 60% of production comprised of grade A flower, 20% of production comprised of grade B flower, and the remaining 20% of production comprised of trim. However, we believe there is upside to this assumption after year 2, as there are both exogenous variables (i.e. climate the facility is located in) and endogenous variables (i.e. training the team) that can impact yield and take time to perfect, but we believe it is prudent to illustrate numbers we know are achievable. Moreover, we assume the price for grade A flower, grade B flower, and trim falls every year as market conditions become increasingly competitive.

On an annual basis, we intend to be EBITDA positive beginning in 2024. This is supported by a gross margin  $\sim\!60\%$ , on average. While we expect compression of gross margin as the price per pound of bulk flower decreases overtime, this is more than offset by improved operating leverage as we scale into phase 2 of the facility thereby expanding our EBITDA margin to the mid to high 40% range.

As our projected cash balance demonstrates, we believe the company will be well capitalized for both the phase 1 and phase 2 buildout of the facility. Relatedly, our projections show we will be able to withstand a market that will more than likely experience price compression in the near to intermediate term following initial sales as well as inflation to input costs and labor where appropriate.

# **Income Statement**

	F	F	F	F	F	F	F	F	F	F	F	F	F	F
	3Q23	4Q23	1Q24	2Q24	3Q24	4Q24	1Q25	2Q25	3Q25	4Q25	1Q26	2Q26	3Q26	4Q26
Revenue	0	0	1,389,220	1,389,220	1,389,220	1,389,220	1,289,990	1,289,990	1,289,990	1,289,990	1,190,760	1,190,760	1,190,760	1,190,760
COGS	144,583	161,824	464,375	464,375	464,375	464,375	462,517	462,517	462,517	462,517	461,758	461,758	461,758	461,758
Gross Margin	(144,583)	(161,824)	924,845	924,845	924,845	924,845	827,473	827,473	827,473	827,473	729,002	729,002	729,002	729,002
Salary	233,500	233,500	235,835	235,835	235,835	235,835	240,575	240,575	240,575	240,575	247,865	247,865	247,865	247,865
Overhead	46,700	46,700	47,167	47,167	47,167	47,167	48,115	48,115	48,115	48,115	49,573	49,573	49,573	49,573
SG&A Operating Expenses	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750
Professional Services	32,500	32,500	32,825	32,825	32,825	32,825	33,485	33,485	33,485	33,485	34,499	34,499	34,499	34,499
Insurance	10.000	10.000	10.100	10.100	10.100	10.100	10.303	10.303	10.303	10.303	10.615	10.615	10.615	10.615
Non-Interest Finance & Distribution Costs	3,750	3,750	3,788	3,788	3,788	3,788	3,864	3.864	3.864	3,864	3,981	3,981	3,981	3,981
Corporate Travel and Events	2,500	2,500	2,525	2,525	2,525	2,525	2,576	2,576	2,576	2,576	2.654	2.654	2.654	2.654
Other Operational Expenses	6,250	6,250	6,313	6,313	6,313	6,313	6,439	6,439	6,439	6,439	6,635	6,635	6,635	6,635
Digital	12,000	12,000	12,120	12,120	12,120	12,120	12,364	12,364	12,364	12,364	12,738	12,738	12,738	12,738
Other Marketing	1,250	1.250	1.263	1.263	1,263	1,263	1,288	1.288	1,288	1.288	1.327	1,327	1,327	1.327
D&A	29,000	43,500	43,500	43,500	43,500	43,500	43,500	43,500	43,500	43,500	43,500	43,500	43,500	43,500
Total SG&A	381,200	395,700	399,185	399,185	399,185	399,185	406,258	406,258	406,258	406,258	417,137	417,137	417,137	417,137
Operating Profit	(525,783)	(557,524)	525,660	525,660	525,660	525,660	421,215	421,215	421,215	421,215	311,865	311,865	311,865	311,865
Interest Expense	146.481	217.296	214.308	211.229	208.056	204.788	201.420	197.951	194.376	190.693	186.899	182.989	178.961	174.811
Interest Income	0	0	0	0	0	0	0	0	0	0	0	0	0	, 0
Other Income	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Tax	0	0	299,933	300,034	300.139	300,247	270,443	270,558	270,676	270,797	240,789	240,918	241.051	241,188
Net Income	(672,264)	(774,820)	11,420	14,397	17,465	20,625	(50,649)	(47,294)	(43,837)	(40,276)	(115,823)	(112,042)	(108,147)	(104,134)
EBITDA Build														
Net Income	(672,264)	(774,820)	11,420	14,397	17,465	20,625	(50,649)	(47,294)	(43,837)	(40,276)	(115,823)	(112,042)	(108,147)	(104,134)
Interest Expense	146,481	217,296	214,308	211,229	208,056	204,788	201,420	197,951	194,376	190,693	186,899	182,989	178,961	174,811
Interest Income	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Income	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Tax	0	0	299,933	300,034	300,139	300,247	270,443	270,558	270,676	270,797	240,789	240,918	241,051	241,188
D&A	29,000	43,500	43,500	43,500	43,500	43,500	43,500	43,500	43,500	43,500	43,500	43,500	43,500	43,500
EBITDA	(496,783)	(514,024)	569,160	569,160	569,160	569,160	464,715	464,715	464,715	464,715	355,365	355,365	355,365	355,365
Margin Analysis														
Gross Margin	NM	NM	67%	67%	67%	67%	64%	64%	64%	64%	61%	61%	61%	61%
SG&A as % of Sales	NM	NM	29%	29%	29%	29%	31%	31%	31%	31%	35%	35%	35%	35%
Operating Margin	NM	NM	38%	38%	38%	38%	33%	33%	33%	33%	26%	26%	26%	26%
EBITDA Margin	NM	NM	41%	41%	41%	41%	36%	36%	36%	36%	30%	30%	30%	30%
Net Income Margin	NM	NM	1%	1%	1%	1%	-4%	-4%	-3%	-3%	-10%	-9%	-9%	-9%
Sequential Growth Analysis														
Revenue		#DIV/0!	#DIV/0!	0%	0%	0%	-7%	0%	0%	0%	-8%	0%	0%	0%
Gross Margin		12%	-672%	0%	0%	0%	-11%	0%	0%	0%	-12%	0%	0%	0%
EBITDA		3%	NM	0%	0%	0%	NM	0%	0%	0%	NM	0%	0%	0%
Net Income		15%	NM	26%	21%	18%	NM	NM	NM	NM	188%	NM	NM	NM

Page		F	F	F	F	F	F	F	F
Revenue									
COCS         842,660         1,706,644         1,706,644         1,706,644         1,706,644         1,706,675         7,06,572         1,06,572         1,06,572         1,06,572         2,626,262         2,262,622         2,271,086         271,081         3,780         3,750         3,750         3,750         3,750         3,750         3,750         3,750         3,750         3,750         3,750         3,750         3,7	Revenue		•		-				3,969,199
Sealary   257,929   257,929   257,929   257,929   257,929   271,086   271,	COGS								1,706,577
Overhead         51,586         51,586         51,586         51,586         54,217         54,217         54,217         54,217         54,217         54,217         54,217         54,217         54,217         54,217         54,217         54,217         54,217         54,217         54,217         54,217         54,217         54,217         54,217         57,30         3,750	Gross Margin								2,262,622
SC8A Operating Expenses 3,750 3,750 3,750 3,750 3,750 3,750 3,750 3,750 1,750 professional Services 35,900 35,900 35,900 35,900 35,900 35,900 37,731	Salary	257,929	257,929	257,929	257,929	271,086	271,086	271,086	271,086
Professional Services         35,900         35,900         35,900         37,731         4,354         4,354         4,354         4,354         4,354         4,354         6,434         6,694         6,904         6,904         6,904         7,266         7,256         7,256         7,256         Digital         13,255         13,255         13,255         13,255         13,255         13,255         13,381         1,381         1,381         1,381         1,381         1,381         1,451	Overhead	51,586	51,586	51,586	51,586	54,217	54,217	54,217	54,217
Insurance   11,046   11,046   11,046   11,046   11,046   11,046   11,610   11,610   11,610   11,610   11,610   01,000   11,000	SG&A Operating Expenses	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750
Non-Interest Finance & Distribution Costs   1,142   4,142   4,142   4,142   4,142   4,354   4,354   4,354   4,354   4,354   6,070   2,070	Professional Services	35,900	35,900	35,900	35,900	37,731	37,731	37,731	37,731
Corporate Travel and Events         2,762         2,762         2,762         2,762         2,762         2,902         2,902         2,902         2,902         2,902         2,902         2,902         2,902         2,902         2,902         2,902         2,902         2,902         2,902         2,902         2,902         2,902         2,902         2,902         7,256         7,256         7,256         7,256         7,256         7,256         7,256         7,256         7,256         7,256         7,256         7,256         7,256         1,381         1,381         1,381         1,381         1,381         1,381         1,381         1,381         1,451	Insurance	11,046	11,046	11,046	11,046	11,610	11,610	11,610	11,610
Other Operational Expenses         6,904         6,904         6,904         6,904         7,256         7,256         7,256         7,256         7,256         7,256         7,256         7,256         7,256         7,256         7,256         7,256         7,256         7,256         7,256         7,256         7,256         13,932         13,100         13,100         13,100 </td <td>Non-Interest Finance &amp; Distribution Costs</td> <td>4,142</td> <td>4,142</td> <td>4,142</td> <td>4,142</td> <td>4,354</td> <td>4,354</td> <td>4,354</td> <td>4,354</td>	Non-Interest Finance & Distribution Costs	4,142	4,142	4,142	4,142	4,354	4,354	4,354	4,354
Digital         13,255         13,255         13,255         13,255         13,255         13,255         13,392         13,932         13,932         13,932         13,932         13,932         13,932         13,932         13,932         13,932         13,932         13,932         13,932         13,932         13,932         13,932         13,932         13,932         13,932         13,932         14,511         1,451	Corporate Travel and Events	2,762	2,762	2,762	2,762	2,902	2,902	2,902	2,902
Digital         13,255         13,255         13,255         13,255         13,255         13,255         13,392         13,932         13,932         13,932         13,932         13,932         13,932         13,932         13,932         13,932         13,932         13,932         13,932         13,932         13,932         13,932         13,932         13,932         13,932         13,932         14,511         1,451	Other Operational Expenses	6,904	6,904	6,904	6,904	7,256	7,256	7,256	7,256
Other Marketing         1,381         1,381         1,381         1,381         1,451         1,451         1,451         1,451           D&A         128,500         171,000	Digital		13,255	13,255	13,255	13,932	13,932	13,932	13,932
D&A         128,500         171,000         171,000         171,000         171,000         171,000         171,000         171,000         171,000         171,000         171,000         171,000         171,000         171,000         171,000         171,000         171,000         171,000         171,000         579,290         57	•								
Total SG&A   S17,156   S59,656   S59,656   S59,656   S79,290   S	-								
Operating Profit         (268,286)         2,099,819         2,099,819         2,099,819         1,683,332									
Netrest Income	Operating Profit								1,683,332
Netrest Income	Interest Evnense	170 525	166 120	161 501	156 014	152.006	1/17 122	1/12 019	126 7/19
Other Income         0 <t< td=""><td>•</td><td>•</td><td>,</td><td>•</td><td>,</td><td>•</td><td>,</td><td>•</td><td>•</td></t<>	•	•	,	•	,	•	,	•	•
Other Expense         0         0         0         0         0         0         0         0         0           Tax         171,643         914,826         914,976         915,130         795,429         795,593         795,762         795,936           Net Income         (610,464)         1,018,864         1,023,253         1,027,775         735,807         740,607         745,553         750,648           EBITDA Build         Net Income         (610,464)         1,018,864         1,023,253         1,027,775         735,807         740,607         745,553         750,648           Interest Expense         170,535         166,130         161,591         156,914         152,096         147,132         142,018         136,748           Interest Expense         0									
Tax   171,643   914,826   914,976   915,130   795,429   795,933   795,762   795,936   Net Income   (610,464)   1,018,864   1,023,253   1,027,775   735,807   740,607   745,553   750,648   Total Parameter Expense   170,535   166,130   161,591   156,914   152,096   147,132   142,018   136,748   Interest Income   0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0									
Net Income   (610,464)   1,018,864   1,023,253   1,027,775   735,807   740,607   745,553   750,648     FBITDA Build   Net Income   (610,464)   1,018,864   1,023,253   1,027,775   735,807   740,607   745,553   750,648     Interest Expense   170,535   166,130   161,591   156,914   152,096   147,132   142,018   136,748     Interest Income   0   0   0   0   0   0   0   0   0     Other Income   0   0   0   0   0   0   0   0   0     Other Expense   0   0   0   0   0   0   0   0   0     Tax   171,643   914,826   914,976   915,130   795,429   795,593   795,762   795,936     D&A   128,500   171,000   171,000   171,000   171,000   171,000   171,000   171,000     EBITDA   (139,786)   2,270,819   2,270,819   1,854,332   1,854,332   1,854,332   1,854,332     Margin Analysis   Some   Som	•								
Net Income   (610,464)	Net Income			-	-			,	750,648
Net Income   (610,464)									
Interest Expense   170,535   166,130   161,591   156,914   152,096   147,132   142,018   136,748     Interest Income   0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		(515.151)							
Neterest Income   0							,		
Other Income         0 <t< td=""><td>•</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<>	•								
Other Expense         0         <									
Tax         171,643         914,826         914,976         915,130         795,429         795,593         795,762         795,936           D&A         128,500         171,000									
D&A         128,500         171,000         17	•								0
Margin Analysis   Gross Margin   23%   61%   61%   61%   61%   57%   57%   57%   57%   579   5		171,643	914,826	914,976	915,130	795,429	795,593	795,762	795,936
Margin Analysis           Gross Margin         23%         61%         61%         57%         57%         57%         579           SG&A as % of Sales         47%         13%         13%         15%         14%         42%         42%         42%         42%         42%         42%         14%         47%         47%         47%         17%         19%         19%         19%         19%         19%         19%         19%         19%         19%         19%         19%         19%         19%         19%         19%         19%         19%         19%         19% </td <td></td> <td>128,500</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>171,000</td> <td>171,000</td>		128,500						171,000	171,000
Gross Margin         23%         61%         61%         61%         57%         42%         42%         42%         42%         42%         42%         42%         42%         42%         42%         47%         47%         47%         47%         47%         47%         47% <t< td=""><td>EBITDA</td><td>(139,786)</td><td>2,270,819</td><td>2,270,819</td><td>2,270,819</td><td>1,854,332</td><td>1,854,332</td><td>1,854,332</td><td>1,854,332</td></t<>	EBITDA	(139,786)	2,270,819	2,270,819	2,270,819	1,854,332	1,854,332	1,854,332	1,854,332
SG&A as % of Sales         47%         13%         13%         15%         42%         42%         42%         42%         42%         42%         42%         42%         47%         47%         47%         47%         19%         0%         0%         0%         0%         0%         0%         0%         0%         0%         0%         0%	Margin Analysis								
Operating Margin         -25%         48%         48%         48%         42%         42%         42%         42%         42%         42%         42%         42%         42%         42%         42%         42%         42%         42%         42%         42%         47%	Gross Margin	23%	61%	61%	61%	57%	57%	57%	57%
EBITDA Margin -13% 52% 52% 52% 47% 47% 47% 479	SG&A as % of Sales	47%	13%	13%	13%	15%	15%	15%	15%
Sequential Growth Analysis         -56%         23%         23%         24%         19%         19%         19%         19%           Revenue         -8%         300%         0%         0%         -9%         0%         0%         0%           Gross Margin         -66%         969%         0%         0%         -15%         0%         0%         0%           EBITDA         NM         NM         0%         0%         NM         0% </td <td>Operating Margin</td> <td>-25%</td> <td>48%</td> <td>48%</td> <td>48%</td> <td>42%</td> <td>42%</td> <td>42%</td> <td>42%</td>	Operating Margin	-25%	48%	48%	48%	42%	42%	42%	42%
Sequential Growth Analysis           Revenue         -8%         300%         0%         -9%         0% <th< td=""><td>EBITDA Margin</td><td>-13%</td><td>52%</td><td>52%</td><td>52%</td><td>47%</td><td>47%</td><td>47%</td><td>47%</td></th<>	EBITDA Margin	-13%	52%	52%	52%	47%	47%	47%	47%
Revenue         -8%         300%         0%         -9%         0%         0%         09           Gross Margin         -66%         969%         0%         0%         -15%         0%         0%         0%           EBITDA         NM         NM         0%         0%         NM         0%	Net Income Margin	-56%	23%	23%	24%	19%	19%	19%	19%
Revenue         -8%         300%         0%         -9%         0%         0%         09           Gross Margin         -66%         969%         0%         0%         -15%         0%         0%         0%           EBITDA         NM         NM         0%         0%         NM         0%	Sequential Growth Analysis								
Gross Margin         -66%         969%         0%         0%         -15%         0%         0%         0%           EBITDA         NM         NM         0%         0%         NM         0% </td <td>Revenue</td> <td>-8%</td> <td>300%</td> <td>0%</td> <td>0%</td> <td>-9%</td> <td>0%</td> <td>0%</td> <td>0%</td>	Revenue	-8%	300%	0%	0%	-9%	0%	0%	0%
EBITDA NM NM 0% 0% NM 0% 0% 09									0%
	EBITDA								0%
	Net Income								1%

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

# **Executive Summary**

Below we detail quarterly financials for the company assuming a start date in July 2023. Our forecast assumes \$4m of equity, alongside \$7.3m in debt funding to help fund capital expenditures as well as support working capital needs. During the first 15 quarters of operations, we plan to utilize 10,000 square feet of canopy with the optionality to increase the canopy size to 40,000 square feet in 2027 as market conditions permit. Drawing on our operating experience in a plethora of other states, we conservatively project a yield per square foot of 60 grams throughout the forecast period with 60% of production comprised of grade A flower, 20% of production comprised of grade B flower, and the remaining 20% of production comprised of trim. However, we believe there is upside to this assumption after year 2, as there are both exogenous variables (i.e. climate the facility is located in) and endogenous variables (i.e. training the team) that can impact yield and take time to perfect, but we believe it is prudent to illustrate numbers we know are achievable. Moreover, we assume the price for grade A flower, grade B flower, and trim falls every year as market conditions become increasingly competitive.

On an annual basis, we intend to be EBITDA positive beginning in 2024. This is supported by a gross margin  $\sim\!60\%$ , on average. While we expect compression of gross margin as the price per pound of bulk flower decreases overtime, this is more than offset by improved operating leverage as we scale into phase 2 of the facility thereby expanding our EBITDA margin to the mid to high 40% range.

As our projected cash balance demonstrates, we believe the company will be well capitalized for both the phase 1 and phase 2 buildout of the facility. Relatedly, our projections show we will be able to withstand a market that will more than likely experience price compression in the near to intermediate term following initial sales as well as inflation to input costs and labor where appropriate.

# **Statement of Cash Flow**

	F	F	F	F	F	F	F	F	F	F	F	F	F	F
	3Q23	4Q23	1Q24	2Q24	3Q24	4Q24	1Q25	2Q25	3Q25	4Q25	1Q26	2Q26	3Q26	4Q26
Net Income	(672,264)	(774,820)	11,420	14,397	17,465	20,625	(50,649)	(47,294)	(43,837)	(40,276)	(115,823)	(112,042)	(108,147)	(104,134)
D&A	29,000	43,500	43,500	43,500	43,500	43,500	43,500	43,500	43,500	43,500	43,500	43,500	43,500	43,500
Accounts Receivable	0	0	(69,461)	(0)	(0)	(0)	4,961	0	0	0	4,961	(0)	(0)	(0)
Inventory	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Current Assets	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Accounts Payable	74,337	0	639	0	0	0	1,270	0	0	0	1,938	0	0	0
Wages Payable	65,050	0	650	0	0	0	1,321	0	0	0	2,031	0	0	0
Cash Flow from Operations	-503,877	-731,320	-13,252	57,897	60,965	64,125	403	-3,794	-337	3,224	-63,392	-68,542	-64,647	-60,634
CAPEX	-2,240,000	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash Flow from Investing	-2,240,000	0	0	0	0	0	0	0	0	0	0	0	0	0
Equity	4,000,000	0	0	0	0	0	0	0	0	0	0	0	0	0
Notes Payable	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Long Term Debt	7,275,866	-98,627	-101,615	-104,694	-107,867	-111,135	-114,503	-117,972	-121,547	-125,230	-129,024	-132,934	-136,962	-141,112
Cash Flow from Financing	11,275,866	-98,627	-101,615	-104,694	-107,867	-111,135	-114,503	-117,972	-121,547	-125,230	-129,024	-132,934	-136,962	-141,112
Beginning Cash	0	8,531,988	7,702,041	7,587,174	7,540,377	7,493,475	7,446,466	7,332,366	7,210,600	7,088,716	6,966,710	6,774,294	6,572,818	6,371,209
Change in Cash	8,531,988	-829,947	-114,867	-46,797	-46,902	-47,010	-114,100	-121,766	-121,884	-122,006	-192,417	-201,476	-201,609	-201,746
Ending Cash	8,531,988	7,702,041	7,587,174	7,540,377	7,493,475	7,446,466	7,332,366	7,210,600	7,088,716	6,966,710	6,774,294	6,572,818	6,371,209	6,169,463

	F	F	F	F	F	F	F	F
	1Q27	2Q27	3Q27	4Q27	1Q28	2Q28	3Q28	4Q28
Net Income	(610,464)	1,018,864	1,023,253	1,027,775	735,807	740,607	745,553	750,648
D&A	128,500	171,000	171,000	171,000	171,000	171,000	171,000	171,000
Accounts Receivable	4,961	(163,729)	(0)	(0)	19,846	0	0	0
Inventory	0	0	0	0	0	0	0	0
Other Current Assets	0	0	0	0	0	0	0	0
Accounts Payable	70,393	0	0	0	5,082	0	0	0
Wages Payable	39,919	0	0	0	5,559	0	0	0
Cash Flow from Operations	-366,690	1,026,135	1,194,253	1,198,775	937,293	911,607	916,553	921,648
CAPEX	-5,100,000	0	0	0	0	0	0	0
Cash Flow from Investing	-5,100,000	0	0	0	0	0	0	0
Equity	0	0	0	0	0	0	0	0
Notes Payable	0	0	0	0	0	0	0	0
Long Term Debt	-145,388	-149,793	-154,332	-159,009	-163,827	-168,791	-173,905	-179,175
Cash Flow from Financing	-145,388	-149,793	-154,332	-159,009	-163,827	-168,791	-173,905	-179,175
Beginning Cash	6,169,463	557,384	1,433,726	2,473,646	3,513,413	4,286,879	5,029,696	5,772,343
Change in Cash	-5,612,078	876,341	1,039,921	1,039,766	773,467	742,816	742,647	742,474
Ending Cash	557,384	1,433,726	2,473,646	3,513,413	4,286,879	5,029,696	5,772,343	6,514,817

# 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.

Tynes Stringfellow	Tynes Stringfellow CEO
Printed Name of Verifying Individual	Title of Verifying Individual
	12/14/2022   7:37 AM PST
Signature of Verifying Individual	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. Gulf Shore Remedies, LLC 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 Chief Financial Officer ("CFO") 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 Commerce One Bank to support our business in this matter. Commerce One is based in Birmingham, Alabama and

Exhibit 7 – Tax Plan Page 1 of 4

has over half a billion dollars in assets under management. 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. Our CFO will oversee monthly and year-end financial reconciliation of accounts payable and receivable. We will also work with a certified accountant familiar with the cannabis industry for tax filing.

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 operating 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.

Exhibit 7 – Tax Plan Page 2 of 4

### 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 15<sup>th</sup> 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. 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

Exhibit 7 – Tax Plan Page 3 of 4

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.

Exhibit 7 – Tax Plan Page 4 of 4

# 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.

Tynes Stringfellow	Tynes Stringfellow CEO
Printed Name of Verifying Individual	Title of Verifying Individual
	12/14/2022   7:37 AM PST
Signature of Verifying Individual	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 Gulf Shore Remedies, LLC, as received and filed in the Office of the Secretary of State on 06/15/2022.



20221114000007192

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.

11/14/2022

Date

X.W. Menill

John H. Merrill

Secretary of State

### STATE OF ALABAMA

### 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:

Gulf Shore Remedies, LLC

2.	A copy of the Name Reservation	Certificate from the Office of the Secretar	y of State must be attached.

3.	The name of the registered agent (only one agent):	Corporation Service Company		

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

Corporation Service Company

641 S Lawrence Street Montgomery, AL 36104

*COUNTY of above address:	MONTGOMERY	
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 001-025-154 DLL 06/15/2022 Date 10:03:00 Time \$100.00 File \$100.00 County

Total

LLC Cert of Formation - 11/2021

Page 1 of 2

\$200.00

### DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5.	Check <b>only</b> if the type applies to the Limited Liabil	ity Company being formed:
	O Series LLC complying with Title 10A, Chapte	er 5A, Article 11
	Professional LLC complying with Title 10A, C	Chapter 5A, Article 8
	Non-Profit LLC complying with Section 10A-	5A-1.04(c)
6.	of State, Business Services Division or at the delathis filing complying with Section 10A-1-4.12 The undersigned specify 6 / 15 / 2022	ive immediately on the date received by the office of the Secretary ayed filing date (cannot be prior to the filing date) specified in as the effective date (must be on or after the date filed in the second day after the date this instrument was signed) and the time cannot be noon or midnight – 12:00)
atta	Attached are any other matters the members dichments with the filing).	letermine to include herein (if this item is checked there must be
	6 / 15 / 2022	Ala Coda ș 36-12-40 (Personally Identifiable Infer
Dat	te (MM/DD/YYYY)	Signature as required by 10A-5A-2.04
		Organizer
		Typed title (organizer or attorney-in-fact)

<sup>\*</sup>County of Registered Agent is requested in order to determine distribution of County filing fees.

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

# STATE OF ALABAMA

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

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

Gulf Shore Remedies, LLC

This name reservation is for the exclusive use of Bradley Arant Boult Cummings LLP, 1819 5th Ave N, Birmingham, AL 35203 for a period of one year beginning June 13, 2022 and expiring June 13, 2023



RES028567

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.

June 13, 2022

Date

X.M. Menill

John H. Merrill

Secretary of State

# 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.

Tynes Stringfellow	Tynes Stringfellow CEO		
Printed Name of Verifying Individual	Title of Verifying Individual		
	12/14/2022   7:37 AM PST		
Signature of Verifying Individual	Verification Date		

### 9.1 Certified Copies of Business License

Baldwin County will not approve a Business License until the applicant has an approved medical marijuana cultivation license from the State of Alabama. Baldwin does not even have a license type for medical cannabis at this time which is why they told us to submit our business license under "fruit farming." The business license application is identified as "Business License and Authorization of Local Authorities- Gulf Shore Remedies- Attachment to Exhibit 9, Section 9.1".

# 9.2 Resolution(s) or Ordinance(s) by local jurisdiction(s) approving the Applicant's business presence

Cultivation license Applicants are not required to locate in a city/county that has explicitly approved the operation of medical cannabis facilities within it limits. Please see the email from Alabama Medical Cannabis Commission dated October 14, 2022, which is attached hereto as "AMCC Email- Gulf Shore Remedies- Attachment to Exhibit 9, Section 9.2". Cultivation applicants are, however, required to show zoning compliance. The Applicant has attached a letter from Baldwin County confirming that the operation of a Medical Cannabis facility is not prohibited on the property located at 13310 Mary Ann Beach Road, Fairhope, AL 36532. This letter is identified as "Zoning Ordinance – Gulf Shore Remedies- Attachment to Exhibit 9, Section 9.2". The Applicant's property is "un-zoned" which means the property is not located in a part of the County that has any zoning laws or regulations. A medical cannabis cultivation facility would be an agricultural use of land and such use would not be prohibited by any local land use law or zoning regulation, provided, however that the operator had a State license to operate such a facility.

# Business License and Authorization of Local Authorities- Gulf Shore Remedies-Attachment to Exhibit 9, Section 9.1

DocuSign Envelope ID: CC484DB7-81C9-4F18-A0AF-0370EF309FD4

### **BUSINESS LICENSE**

APPLICATION / AMENDMENT (Circle One)

## HARRY D'OLIVE, JR.

	te Judge n County		(251) 937-0260	
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# Business License and Authorization of Local Authorities- Gulf Shore Remedies-Attachment to Exhibit 9, Section 9.1

Describer Francisco III	00404007 0400 4540 4045 00705500504
Docuselli Euwelobe ID	CC484DB7-81C0-4F18-A0AF-0370EF300FD4

112	Horse, mule, etc. dealers	146.	Pool Tables	179	Warehouse and yards
113.	lipe Cream	147.	Racetracks, athletic fields, etc.		
114.	log Factories	148.	Radios		ore License - license fees for the privilege of
115.	Innkeepers and hotels	149.	Real estate brokers and agents, really situated		g, operating, or maintaining stores or mercenti
116.	Junk dealers (recycling)		within the state.	establi	griments. All chain stores licenses are to be
117.	Laundaned lowel, aprox, etc, rentals, dioper ser.	150.	Real estate brokers and agents, realty situated	purchs	used in the county where the first store opened
118.	Laundries		Without the state.	Please	circle number of store(s).
121.	Lumber and timber dealers	151.	Restaurants, cafes, cafeteries, etc.		
122.	Lumberyards		[health food permit required]		1
123	Machinery repair shaps (bost repairs)	162.	Roadhouse, nightolubs, etc.		2-5
124.	Manicurists, hointressers, etc.	153.	Sandwich Shops, barbacus stands, etc.		**
125.	Mattresses, cushions, pillows, etc.		lhealth food permit require		6-10
125.	Medicine, chemistry, bacteriology, etc.	154.	Savmills, heading mills or slave mills		
127.	Mineograph, duplication machines,	155.	Scientists, naturopaths and chiropodists		11 - 20
	dictaphones, etc.	156	Sewing Machines		Over 21
128	Missing of Iron size, Levy and amount of tax;	157.	Shooting galleries		Ordina.
	limitation of actions.	158.	Shotguns, rifles, ammunition, etc.		
129	Mining of Iron ore; Report of operations	158.	Sharing Rinks		
130.	Mining of Iron Ore; Report of person receiving	160.	Soliciting Brokers		
	groducts	161.	Spectacles or eyeglosses		
131.	Wonuments and tombetones	162	Stock and bond brokers		
133	Moving Plicture Shows, Permanent Operators	163	Street fairs and carminals		
134.	Newsstands	165	Syrup and sugar factories		
135.	Oculists, Optometrists and opticions	166	Theaters, vaudevilles and variety shows		
138.	Osteopaths and chiropractors	167.	Ticket Scalpers		
137.	Packing houses, cold storage plants, etc.	168.	Tourist Camps		
138.	Pawribrokers	160.	Tractors, Road Machinery and Trailers		
129.	Paddiars and itinerant vendors	171.	Transfer of Freight		
140	Photographers and photograph galleries	172	Transient dealer		
141.	Planos, organis and other musical instruments	174	Transient vendors an paddlers (Avon, etc.)		
143.	Platels, revolvers, bowle and dirk knives, etc.	176	Vending Machines		
144	Playing cards	177.	Veneer milis, planning milis, box fectories, etc.		
145.	Plumbers, steamlitters, tin shop operators, etc.	178.	Veterinary surpery		

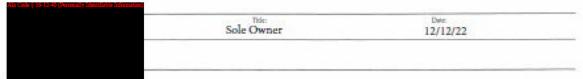
### Affidavit of Owner / Applicant

I certify the following:

- I hereby make full disclosure to the License Issuing Official regarding Business Operations, Services rendered, and / or products sold.
- 2. This application is complete, true, and accurate.

I understand and acknowledge the following:

- 1. This License may be revoked for False Statements made therein.
- 2. The Issuance of this license does not grant nor imply that the Business Location Address is properly Zoned.
- 3. Changes in Business operations, services rendered, and/or products sold may require Additional License(s).



After completion of your application, you may either come in person to one of our offices or pay through the mail.

IF MAILING, YOU MUST CALL FOR THE AMOUNT DUE.

Applications received without proper payment amount cannot be processed - and will be returned. Thank you for your cooperation.

### AMCC Email- Gulf Shore Remedies- Attachment to Exhibit 9, Section 9.2

### Monday, December 12, 2022 at 09:20:20 Central Standard Time

Subject: RE: Question re: local approval

Date: Friday, October 14, 2022 at 9:02:43 AM Central Daylight Time

From: Applications (AMCC)

To: Jeff Rabren Attachments: image001.png

That is correct. The statute only requires local authorization for dispensing sites.

From: Jeff Rabren <Jeff@redlevelstrategies.com>

Sent: Friday, October 14, 2022 8:58 AM

To: Applications (AMCC) <applications@amcc.alabama.gov>

Subject: Question re: local approval

The requirement that a city or county affirmatively approve operation of a dispensing site via ordinance or resolution only applies to dispensaries, right? There is no requirement in the statute or proposed rules that requires this approval for a cultivation facility or a processing facility, correct?

Thank you.

### Jeff Rabren



445 Dexter Ave 5<sup>th</sup> Floor Montgomery, AL 36104

PO Box 59386 Birmingham, AL 35259

205-901-8315

www.redlevelstrategies.com

### Zoning Ordinance - Gulf Shore Remedies- Attachment to Exhibit 9, Section 9.2"



Main Office - 251.580.1655 22251 Palmer St., Robertsdale, AL 36567 Foley Office - 251.972.8523 201 East Section Ave., Foley, AL 36535

### ZONING VERIFICATION REQUEST Case #: ZV22-000537

This zoning verification is for informational purposes only. This is not a permit approval

A Site Plan approval is required for any new use or structure in a zoned area. This document is a verification of the zoning regulations applicable as of 12/13/2022

No assurances or guarantees are made as to what zoning regulations may be applicable in the future.

Any setbacks provided do not account for the potential that more restrictive setbacks may apply as documented and required within a recorded, platted subdivision.

### Applicant

Name: Larry Smith

Address: 9969 Windmill Rd. Fairhope AL 36532

Business Name: S.E. Civil, LLC

Business Address: 9969 Windmill Rd. Fairhope AL 36532

### Site Information

Parcel ID Number: 05-56-06-23-0-000-055.003 (PPIN 221207); 05-56-06-23-0-000-051.000 (PPIN 51280); 05-56-06-23-0-

000-053.000 (PPIN 8112) and 05-56-06-23-0-000-054.003 (PPIN 31235)

Physical Address: (E-911): 13310 MARY ANN BEACH RD FAIRHOPE, AL 36532

### Project Information

Applicant's Description of Proposed Use: Medical Cannabis Cultivation Facility

### Staff Review

Building Permit Jurisdiction: Baldwin County

Zoning Status: Un-Zoned

Planning District: 14: County zoning has not been instituted

City Limits: Unincorporated Baldwin County

Zoning Classification: N/A

Fire District: N/A - Except for Location Vertification for Liquor License

Vertilication Status: Complete Date of Vertilication: 12/13/2022

Planner's Comments: These properties are un-zoned therefore the use of the properties is not governed by the Baidwin County Zoning Ordinance. Potential wetlands are shown on PPINs 51280, 8112 and 31235. Any land disturbance within 50 feet of potential wetlands will require an Un-Zoned Land Disturbance permit.

Reviewed By: Linda Lee, Planner

# 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.

Tynes Stringfellow		
	Tynes Stringfellow CEO	
Printed Name of Verifying Individual	Title of Verifying Individual	
	12/14/2022   7:37 AM PST	
Signature of Verifying Individual	Verification Date	

### Introduction

Our plan to support medical cannabis patients and the public welfare is by opening a licensed medical cannabis cultivation business in the State of Alabama that is focused on sustainable and efficient production methods and being honest and transparent at all times. Our team is heavily experienced in horticulture and cultivation operations, running successful and compliant cannabis businesses, conducting cannabis medical research, and is dedicated to providing quality grown cannabis and contributing to the medical cannabis program. The state passed the Medical Cannabis Act, legalizing medical cannabis, in 2021 and rulemaking authority was given to the Alabama Medical Cannabis Commission ("AMCC"). The AMCC has 13 commission members who represent the full spectrum of needs addressed in the Medical Cannabis Act and medical cannabis at large. The AMCC includes medical professionals to farmers to law enforcement agents, all of whom can and do offer invaluable insight into the process of establishing and regulating a medical cannabis marketplace. Thanks in large part to the contributions made by the AMCC, along with its level of communication with those interested in entering the medical market in the state, we feel confident in the future of medical cannabis in Alabama and wish to pursue it to the fullest extent allowable.

We aim to obtain one Cultivation license to operate what will be one of Alabama's most consistent and quality driven cultivation operations, entering 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 2025<sup>1</sup>, of which Alabama will be a substantial portion. This is thanks in no small part to the desire by millions to expand medical cannabis access within the state itself (a beacon for medical cannabis progress in the South) and due to large commercial hubs within the state such as Baldwin county that can make for exceptional and convenient centers for medical cannabis cultivation. 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 will operate compliantly to provide safe and effective medical cannabis for the patients of Alabama.

<sup>&</sup>lt;sup>1</sup> New Frontier Data, *U.S. Mid-Year Report*, https://newfrontierdata.com/cannabis-insights/u-s-mid-year-report-legal-industry-projected-to-top-6-billio n-in-quarterly-sales-for-q2-2021/

### 10.1 Business Structure and Plan for 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 for the purpose of starting 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 community leaders and passionate locals, we plan to open multi-phased operations starting with a 14,280 square foot cultivation operation and adding an additional 28,560 square feet as we expand operations, to 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.

### 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 distill and clearly define our business goals for now and in the future, including specific plans going out to 3-years and 5-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 overarching aspects of our work, all under the influence of our guiding Mission and Vision statements (included in our Executive Summary section).

We have crafted business goals for both three and five-year timelines. Our three-year goal is to be a model cultivation operator with no incidences with the cannabis market and the AMCC. At year one our focus is creating high quality medical cannabis and becoming a reliable source of medical cannabis. Our "phase one" goal is to have an effective operation that provides a minimum of 1,300 pounds of quality medical cannabis biomass to the market every three months that is used for affordable and effective patient wellness.

Our five-year goal is to be recognized as the top cannabis cultivator in Alabama. Consistency is how we will achieve this five-year goal. Through a structured and a well-run business, we will strive to consistently produce high quality medical cannabis; expand our cultivation facility by 28,560 square feet in year five and produce a minimum of 5,000 pounds of quality medical cannabis biomass every three months; provide great service and medical cannabis information to patients; effectively use the patient registry and work with certified medical physicians; and have zero infractions with the AMCC. The expansion of available cannabis will keep prices affordable and meet the growing patient demand over time. After five years of coherent practices that serve patients on a regular basis, we know we can reach this goal.

### 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 be learning 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 be adjusting ourselves and our workflow 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 itself, assessing the Alabama medical cannabis marketplace, and assembling a team of qualified and knowledgeable individuals.

At the three-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 still needs to be addressed still, and what steps have we taken to achieve our goals. This will again be repeated at the five-year mark, though it will be significantly more expansive in terms of scope. We will also at this point address any substantial business needs which may need to be addressed 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.

Second, we plan to open and operate our facility utilizing proven methodologies and our learned experiences. If there are issues which arise in the terms of financial viability, we will be sure to address these in a timely manner and communicate the needs of the business and the necessary changes made to improve our financial standing with the goal of profitability and providing safe and consistent medical cannabis.

Third, once we have reached a point of profitability and as patient demand grows, we will decide if we should continue expanding operations beyond our 28,560 square foot expansion plan. We will only do this after communicating with the necessary regulatory bodies and the key stakeholders in our business to ensure we can meet the work and product demands required for a successful expansion.

Our principals have carefully and thoroughly considered a wide variety of potential exit strategies. These strategies will allow the business to expand to include additional locations and to better serve more patients. Future strategies could include merger or acquisition opportunities or creating generational wealth for our ownership team and beyond. As the

medical cannabis market is still in its infancy, the current strategy is to continue growing in order to serve more patients and provide excellent quality, 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 individuals' roles, responsibilities, and relationships between others within our business operation. Our organizational chart will be 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.

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**GULF SHORE REMEDIES GROWER ORGANIZATIONAL CHART** 

### 10.4 Job Descriptions of All Managerial Positions

Within this section, 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 ("CEO")

The Chief Executive Officer 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; provides 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 ("COO") – Reports to CEO

The Chief Operations Officer manages operations, including development of standard operating procedures 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. Guaranteeing the smoothness in day-to-day operations for not only patients but also staff and other employees while adjusting strategic plans for longer term aims will be a top priority for the COO. The COO: Develops and implements compliant standard operating procedures; 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.

### <u>Chief Compliance Officer ("CCO") – Reports to CEO</u>

The Chief Compliance Officer 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 the Applicant and the regulators when implementing any changes of which the state or local jurisdiction needs to be made aware. The CCO: Manages license, bond, and permit application and renewal process; Monitors regulatory updates to ensure all standard operating procedures are compliant with local, state, and applicable federal regulations; Audits all company inventory, systems, and reports for accuracy and consistency; Create, manage, and deliver 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.

### <u>Chief Financial Officer ("CFO") – Reports to CEO</u>

The CFO is responsible for all financial activities including building the core financial practices to meet the needs of the company's expanding operations, The CFO must have the ability to integrate the finance function effectively into the Company's operations, maintaining the strong financial infrastructure required to support continued rapid growth. CFO also oversees all accounting personnel and third-party accounting, tax preparation, and financial services vendors. The CFO: Oversees all financial functions of the company; Creates and implements a company budget and departmental budgets; Develops and maintains relationships with financial institutions; and, Audits work of Bookkeeper and Accountant for accuracy and consistency with Generally Accepted Accounting Practices (GAAP) or other financial reporting standards.

### <u>Head of Marketing – Reports to COO</u>

The Head of Marketing works to maintain the company's public image, devise sales strategies, and create marketing materials in compliance with advertising restrictions and

regulations. Brand management, content creation, and advertising on approved platforms are also responsibilities of the Head of Marketing. They will also be responsible for any and all messages and communications going out to the general public about the business itself, any recalls which may occur, or statements to the press—be it locally, nationally, or internationally. The Head of Marketing: Manages company's brand and identifies intellectual property violations; Manages social media presence and ensures integrity of online branding and prepares quarterly marketing plans and written reports; Develops and approves marketing materials within the marketing budget and implements company public relations strategies; Updates the general public on news related to the functions of the business as deemed necessary by the Executive Leadership team; Writes content for website, press, and marketing materials; and, Designs marketing materials or oversees design, if performed by other staff or a vendor.

### <u>Chief Medical Officer ("CMO") – Reports to CEO</u>

The Chief Medical Officer ("CMO") supports the company with their medical expertise, aiding in the creation of customer educational materials, staff training programs, and operational best practices. The CMO will stay up to date on new research within the cannabis industry and medical field in order to inform the advisory board, executives, and company leadership of significant developments. The CMO helps to maintain the security and confidentiality of patient information, records, and any and all protected health information; works with the CCO and COO to develop and revise company SOPs; and, coordinates with the Director of Community Outreach to develop community outreach initiatives.

### Human Resources Director ("HR Director") - Reports to COO

The Human Resources Director plans, directs, and coordinates the administrative functions of the organization. They oversee the recruiting, interviewing, and hiring of new staff; consult with top executives on strategic planning; and serve as a link between an organization's management and its employees. The HR Director is also responsible for supervising and providing consultation to management on staffing plans; compensation; benefits; training and development; budget; and, labor relations. The HR Director: 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 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.

### IT Director – Reports to CEO

The IT Director oversees our facility's electronic systems and cybersecurity functions. The IT Director is responsible for the management, strategy, and execution of IT infrastructure for our organization. The IT Director: Oversees technical projects in alignment with organizational goals; Directs the effective delivery of networks, development, and disaster recovery systems and processes; and Develops training and reviews for staff on working with electronic and IT systems.

### Lead Cultivator ("LC") - Reports to CEO

The Lead Cultivator oversees the cultivation facility processes to achieve production goals and company objectives while staying compliant with regulations and maintaining employee safety. He/she creates standard operating procedures based on cultivation best practices for staff to perform plant husbandry and to maintain the crop of living plants in all stages of growth from propagation to harvest, including integrated pest management and sanitation. The LC: manages day-to-day operations and provides hands-on management of each stage of production from propagation to distribution of the cultivation facility; develops proprietary formulas for cultivation, including cultivation method, 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, including adherence to limits established by the state.

### <u>Director of Security ("DOS") – Reports to COO</u>

The Director of Security protects assets, ensures facility security, and oversees staff security training to create a safe working environment and protect the community. The Director of Security creates security SOPs and protocols with the goal to achieve zero losses from diversion or criminal activity and maintain compliance with the state and local regulations. The DOS: protects and ensures 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/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.

### <u>Director of Community Outreach ("DCO") - Reports to CEO</u>

The Director of Community Outreach ("DCO") connects the company with community members, customers, advocacy organizations, industry groups, legislators, and regulators. The DCO also works to educate the community about cannabis and sustainability through the development/distribution of educational materials, organization of community outreach activities, and representation of the company in a professional manner at community events. The DCO: 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.

### <u>Head of Inventory and Packaging – Reports to Lead Cultivator</u>

The Head of Inventory and Packaging is responsible for overseeing daily inventory operations under the supervision of the Lead Cultivator. The Head of Inventory and Packaging creates and implements processes, protocols, and key performance indicators associated with inventory management to ensure inventory workflow meets daily sales and operational demands. The Head of Inventory and Packaging: 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.

### **Quality Control and Assurance**

Responsible for the quality and consistency of all products and processes by establishing and enforcing quality standards in accordance with the State of Alabama and standard operating procedures ("SOPs") set internally. Develops and carries out policies and procedures for testing materials and products. Responsible for oversight of all quality testing procedures and implementation. Gives final approval for each batch to be released for sale to patients. Responsible for root-cause investigations relating to deviations from SOPs or batches that fail testing requirements. Maintains staff performance by coaching, counseling, planning, monitoring, and appraising job results. Serves as a resource for administration and management teams for policy and procedure updates and training.

### 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 showing the clear delineation of qualifications and duties. Ala. Admin. Code r. 538-x-3-.05.03.m.15.e.

### Cultivation Manager - Reports to LC

The Cultivation Manager performs horticultural best practices created and implemented by the LC to maintain the crop of living plants in all stages of growth from propagation to harvest. Cultivation Managers 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 lead cultivator; and, records all actions taken to care for plants and data about the life cycle of the plants and supply usage in the facility.

### Staff Security Guards - Reports to DOS

Security Guards 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 Guards work under the guidance and standard operating procedures created by the Director of Security. Security Guards: 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.

### Accountant - Reports to CFO

The Accountant supports the financial objectives of the company by managing all financial transactions. The Accountant works with the CFO to guarantee adherence to Generally Accepted Accounting Principles or other professional bookkeeping standards for all transactions and documents. The Accountant: Manages accounts payables and accounts receivables; Reconciles cash and inventory monthly; Ensures financial procedures and recordkeeping policies adhere to local, state, and applicable laws and requirements; and, Coordinates with and generates reports for the CFO.

### **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 facility location(s) 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. Our Mission and Vision statements have a deep meaning to us, and

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:

Gulf Shore Remedies will bring patients the relief they need in a medicine they can trust. Our plants will be hand-grown in a facility with a controlled environment specially designed to keep the process as natural as possible at every turn.

### Vision:

Our vision is to improve patient lives by providing clarity around cannabis and confidence around our medicine.

Our brand was created from our passion to legitimize and educate Alabama medical patients about the medical cannabis industry and medical cannabis products. Our desire to operate a natural medical cannabis business in Alabama is rooted in the needs of the patients, where we build trust with patients and our local community through honesty and transparency. Guided by these principles, 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 any scenario so that we can continue to serve the medical cannabis market. Our business is led by our executive team, consisting of C-level officers, directors, board of directors, and advisors:

Our CEO has extensive experience in horticulture, he received his degree in Horticulture in 1977 from Auburn University and has worked in the industry consistently since. Over the course of four and a half decades, the CEO of our company has founded and overseen three different companies, all of which are still in operation and are profitable. The first company was started in 1980 and required his horticultural degree to perform custom landscaping jobs. The second company he started was in 2000 and it oversees a blueberry farm, which built up his knowledge and experience of cultivating a product that is directly ingested by consumers and requires a thorough understanding of best practices for consumer health, like that of pest management. His most recent company was started in 2019 whereby he

cultivates both indoor and outdoor hemp to make 100% organic CBD products. As hemp is a variety of cannabis, our CEO can directly leverage this experience for the safe and efficient production of medical cannabis.

The CCO of the company is an attorney and has over a decade of specifically legal compliance experience. Our CCO's current role is the general counsel and CCO of a private equity firm and our CCO is fully comfortable and used to ensuring a business is run in full compliance. The many compliance roles our CCO has worked in provides tremendous experience and make him an extraordinary fit for adhering to all applicable laws and regulations the state of Alabama and the AMCC produce.

Our CFO has extensive experience in overseeing both general and financial operations of cannabis companies since 2014. He has overseen the financial operations of a cannabis lab testing facility, successfully spent a few years turning around another distressed cannabis lab testing company, and currently oversees a successful cannabis retail operation with 12 stores. Before our CFO's involvement in the cannabis industry, he ran a 2,000 person division of a publicly traded company with \$800 million in revenues across 26 markets. Our CFO understands how finances in companies both large and small work and he will work closely with the executive team to guide company finances in a profitable and responsible direction.

Our COO has sat on six different company board of directors and held a position of COO starting back in 2015. Since 2015 our COO has worked within cannabis companies and oversaw the growth of one company from three to 80 employees and grew annual revenues from \$200,000 to \$5.5 million in two years. It is through our COO's passion and energetic commitment that every company he joins makes strong improvements and we are assured he will do the same for our cultivation license.

Our Chief Medical Officer went to medical school at the University of Alabama on a United States Air Force scholarship, has been practicing medicine for over three decades, served on the Alabama Board of Medical Examiners for 14 years, and served as the president of the Alabama Medical Association for one year. Our CMO is board certified in Anesthesiology and board certified by the American Board of Anesthesiology in pain management. After receiving his medical degree, our CMO started practicing Anesthesiology in 1992 for the United States Air Force and after fulfilling his service in

1995, left with the rank as Major and opened a medical clinic in 1997 specializing in pain management. We will rely heavily on our CMO's guidance, along with our medical advisors.

Our Lead Cultivator is a horticulture scientist with a Bachelor of Science degree in horticulture from the University of Wisconsin - Madison and more than 13 years' experience in cultivation. Their passion lies in ensuring plant health through scientific methods and effectively managed protocols, building and supporting excellence-focused teams, and delivering the industry's best plants to meet customer demand and lab efficacy. They also possess a proven track record of reduced costs and increased yields, digging deep into data to drive quality and efficiency within operations.

Our Director of Security has an extensive history in law enforcement working for the Baldwin County, AL sheriff's department where they held several positions including work in the criminal investigations division and the special operations unit. Our DOS is an APOSTC certified graduate of the Mobile Police Academy and earned the "Lifesaver Award" for heroic duty from the Baldwin County Sheriff's Department. With other experience in ground supervision, our DOS is uniquely qualified to fortify the security efforts for our facility.

To ensure that Gulf Shore Remedies will have the strongest chance of successful operations, our Board of Directors, Medical Advisors, and Strategic Advisors teams are stacked with elite personnel with various backgrounds in business management whose collective knowledge base provides a comprehensive approach. Our Board of Directors and Advisors include the former owner of an NFL team who is known for developing cutting-edge marketing and licensing strategies that are still utilized across the NFL, an Alabama builder who has successfully built large projects across the state, and the founder of a large multi-state health care company. Not only do these team members possess outstanding credentials in their respective fields of expertise, but many are also Alabama natives and residents who understand and advocate for their local communities' unique needs.

Together, we bring the experience and skills required to stand out in the cannabis space. 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.

### **Business Style and Philosophy**

Our business style relies on courage, equity, excellence, and joy. Courage provides us the confidence and drive to lead our industry and act with competence. Equity is the interests of all parties involved. Whether it is a new associate at our company, a tenured C-level executive, a patient with a litany of questions, or the AMCC asking us for assistance, we will be fair with all parties involved and respect the interests of everyone. Excellence is our standard and through having a daily mantra of excellence in all things we do, we will have outstanding results. Joy is the outstanding result. We want to see joy in our patients who experience relief from physical ailments. We want to see joy in our employees who feel they are treated well and understand the higher purpose of our company. We want to see joy in our community. If we hold true to our business style, we will have organic, positive actions that on a daily basis will compound into an outstanding company.

Our business philosophy is our company's set of guiding principles and is derived from our executive team's diverse experiences ranging from decades of horticultural experience, business management, medical practice, compliance, and security. Our business philosophy is built on the foundation of our Mission and Vision Statements, which focus on patient wellness. Additionally, we wanted our business philosophy to be motivational, action-oriented, and medically focused. Some of our values include: We will put patients first; Our passion will guide our long-term vision; 100% Accountability; Culture of Compliance and Caring; Innovation and Imagination Minded; and, Medicine first mentality.

### **Kev Personnel**

Our "key personnel" include owners, founders, and directors/managers who lead the direction of our business with long-term decision making. Our managerial employees are also key personnel who contribute to the direction of our business in their day-to-day decision making. Our key personnel include: our Owners, Strategic Advisors, Medical Advisors, CEO, COO, CCO, CFO, CMO, DCO, Head of Marketing, IT Director, Director of Security, Lead Cultivator, Director of Quality Control and Assurance, Head of Inventory & Packaging, and Cultivation Manager.

### **Facility Locations and Functions**

Our facility is located in an ideal location to fulfill its function of cultivating and selling medical cannabis and supporting our community. Our cultivation facility is located at 13310 Mary Ann Beach Road, Fairhope, AL 36532, which is in Baldwin County near Mobile Bay.

### 10.7 Description of Products and/or Services

We intend to cultivate and offer the licensed medical cannabis processors of Alabama a wide, consistent, and effective 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 horticulture, agriculture, business management, operations, legal, medicine, cannabis cultivation, marketing, security, OSHA and HIPAA, and food safety/quality will ensure that our business can maintain an uncompromisingly 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 varying in THC and other cannabinoid makeups, as permitted by the AMCC. The cultivars we initially plan to produce are high-THC varieties for maximum processing efficiency. Our cannabis selection will reflect our company vision, with a truly beneficial therapeutic selection for our Alabama community, which is influenced by science and research. 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 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.

Based on comparable early medical cannabis markets, we anticipate our pricing will be approximately \$1,000-1,500 per pound for Grade A medical cannabis flower. For Grade B medical cannabis, our pricing will be about \$600-\$900 per pound. We will price our Trim at around \$150-225 per pound.

Under proper storage conditions, the lifespan or shelf life of our medical cannabis is approximately 6 to 12 months. If it remains properly stored, the cannabis may not be harmful after 12 months, but it will lose potency over time. The main benefit of our medical cannabis flower is its many uses in the processing stage and the ability of those medical cannabis products to address the defined qualifying conditions of registered patients. For that reason, we will create consistent and powerful starting materials for the manufacturing process that our processing partners can rely on, and patients can trust. We will also create and distribute educational materials, supplying Alabama patients with a better understanding of our medical cannabis.

### 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. Contingent upon authorization from the Commission and all relevant regulatory bodies, we will plan to breed new proprietary cultivars that output compounds that address specific qualifying medical conditions, and partner with licensed processors and research institutions to study their efficacy. While we will implement our own unique and specialized internal processes for the cultivation of cannabis, we do not have any patents or proprietary technology formally registered.

### 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 38 states, the District of Columbia, Guam, Puerto Rico, and the U.S. Virgin Islands, regulate cannabis for medical use by qualified individuals. Alabama 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. Globally, the economic value of the cannabis market will eclipse \$96 billion by 2026.

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 Alabama. According to the updated Alabama law, new licenses for integrated facilities, dispensary, product processing, and cultivation will be awarded in mid-2023. 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 in the state. With the approval of the Alabama Medical Cannabis Act legalizing medical cannabis in early 2022, Alabama has embarked on the path towards opening their medical market. The patient base and spending on cannabis within the state will dramatically increase in the new medical market. 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 instill our brand as a highly respected medical cannabis operation focused on natural products, integrity, and excellence in every aspect.

<sup>&</sup>lt;sup>2</sup> Marijuana Business Daily, *MJBizCon*, 2022

<sup>&</sup>lt;sup>3</sup> Facts and Factors market research report, 2021

### Medical Market Size

The recently passed medical cannabis bill will allow 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 range 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 also 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, the Baldwin County area, as well as the broader southern region

of the state. For this reason and in alignment with our mission and vision, we plan to focus on retaining loyal license partners by establishing our facility as a dependable and agile resource for Integrated Facility and Processor licensees in the Alabama market.

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.

### Strategic Market and Marketing Opportunities

Our strategic, proactive approach to establishing our business is focused on maximizing the great 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 a number of 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 lack of cannabis business operations in the Baldwin County area, in combination with our team's own long standing connections there. Our vision for a premier cultivation location in Baldwin County will serve to vault our cannabis business ahead of other newcomers 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 in which we wish to operate in.

Through early preparation and planning, we plan to be among the first medical cannabis businesses to open. Our first-mover advantage will allow us to establish our customer base of integrated facilities and processors before the market saturates. The second of these opportunities 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 in order to have a curated variety of cannabis cultivars. By utilizing the most recent available data from the state and from our own sales data, we will better be able to market to eligible licensees and educate those on what is necessary to know about the new medical cannabis marketplace in the state and address what is most unfamiliar to them about the cultivars offered. Thirdly, when awarded a license, we will implement strong product lines and product diversity to ensure that our company maintains a steady supply of medical cannabis production. This will be done thanks to our network established with top vendors and knowledge attained from our founders and Executive Team. While more opportunities are sure to present themselves, 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 Baldwin County make us a candidate for licensure in that area. Due to this dearth of operations, we plan to compete for a cultivation license in the Baldwin County, Alabama area. The medical cannabis program does not require vertical integration, allowing our business to specialize in what its founders know best: cannabis cultivation. 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 owners' experience, connections, and established relationships with business and government entities, sets us ahead of other cannabis businesses that might wish to open in the Baldwin County area. 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 in other states and adapt in 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 brand's mission and vision, and we hope that individuals recognize us as 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 (Ala. Admin. Code r. 538-x-4-.17.05): 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.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 (Ala. Admin. Code r. 538-x-4-.17.06.a-h): include reference to, or be accompanied by, any image bearing a resemblance to a cartoon character or of any individual (actual or fictional) more than fifteen percent of 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, and the like) 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.h.01-07.

We will comply with adopted rules that establish restrictions and requirements for advertising, including signage, which may include limiting the media or forums where advertising may occur. Ala. Code § 20-2A-61(c). Under Ala. Admin. Code r. 538-x-4-.17.08, 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.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 need and deserve.

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 (if such content has been created or produced within Alabama or is specifically targeted to or available only to Alabama residents). 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.

### **Employee and Patient Education**

We plan to make employee and patient knowledge and education a cornerstone of our medical cannabis operation. To do so, 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 skill sets 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 matters 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 regular annual retraining as well as periodic retraining, such as when major scientific advances or regulatory changes 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 and alert more licensed cannabis businesses, especially integrated facility and processing businesses, to the existence of our new medical cannabis cultivation facility. Additionally, 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. Finally, the business will sustain this growth by staying on the frontlines of advancements in the industry; 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 essential 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 the southern 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 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 to us than the safety and access of high-quality cannabis products for Alabama patients, as without this, we cannot function as an effective medical cannabis business in the state or fulfill our mission and vision.

### 10.9 Community Engagement Plan

We have and will continue to foster relationships with, involvement with, and commitment to our community (specifically the county of Baldwin and surrounding city of Fairhope) in which we intend to locate our facility. Ala. Admin. Code r. 538-x-3-.05.03.m.15.i. We crafted a plan to this end, which 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 2% of our net profits annually to help fulfill our commitment to the local community. This generous and reasonable 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 CEO, COO, and DCO will spearhead the implementation of our plan.

We have a Memoranda of Understanding ("MOU") with Miles College, and we will donate \$10,000 annually to support the college. Miles College is located just outside of Birmingham, was founded in 1898, and is a Historically Black College ("HBC") that had an active role in the Civil Rights Movement. Because Miles college is very close to Birmingham, students would use the College as a meeting ground to help develop strategies to promote desegregation and garner support. Miles College has an established record of engaging in the local community and supporting causes that are transformational in American society and we are proud of our connection with a respectable HBC like that of Miles College.

We have also engaged with the charity Fore 22, whose founder Cody Hill has written a letter of recommendation, attached below. Fore 22 provides golf events and mental health support services for all military veterans and first responders. Our team has an unwavering commitment to supporting our veterans and first responders, and believe that Alabama's allowance of medical cannabis for conditions such as Post Traumatic Stress Disorder will further that effort.

License Type: Cultivator

Cody Hill Fore 22, LLC 12978 Sophie Falls Ave Fairhope, AL 36532

Letter of Endorsement

To Whom It May Concern,

I endorse Gulf Shore Remedies, LLC in their pursuit of a medical cannabis cultivation license.

In my opinion, they are well-positioned, skilled, and have a great vision for sustainable, organic, low-cost medicine. I served in the United States Marine Corps from 2010-2014. I know first-hand from brothers and sisters that I served with on how cannabis has been able to help them with injuries not only physically but mentally as well. I believe that with Gulf Shore Remedies becoming a licensed business here in our local area, they will be able to not only help a lot of locals but have a huge impact on our veteran community. Veteran suicide has impacted my life as I have lost 5 brothers that I personally served with to suicide in the last 4 years. I feel that every avenue should be tested when dealing with one's health both physically and mentally and based on scientific studies, cannabis can help in a multitude of positive ways.

You may contact me if you require additional details (251) 321-8573 codyhill@fore22golf.com

Sincerely, Cody Hill 12/19/2022 Fore 22, LLC Owner

### 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.

Working with Miles College, an HBC, we will oversee an internship program that will gain employment in the industry. This is particularly important in a state like Alabama, which is just beginning to open up to regulated cannabis. We believe there will be sizable interest in opportunities for individuals to learn about cannabis but also a lack of hands-on experience available 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 access 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.

### **Iob 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 as long as the person can follow our business style and philosophy, commitment to compliance, and uncompromising dedication to quality. This training 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. In order 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 of 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/or 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 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 have already begun a relationship with 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. The mission at ADEM is to assure a safe, healthy, and productive environment in Alabama.

We have proactively established communication with ADEM announcing our intent to partner with them and be exceptional stewards of the environment. Through working with ADEM, we will implement local level environmental wisdom and keep our commitment to limiting our environmental impact. We have also been in contact with a local Environmental Impact Group to form a partnership focused on developing and implementing the most sustainable cannabis cultivation possible in Baldwin County.

# Carbon Footprint Reduction and Maintaining a Positive Environmental Profile

We have taken steps and will continue to 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.

Our facility greenhouse manufactured by Sprung is notably sustainable. They use aluminum substructure, which is "infinitely recyclable" and 25% recycled glass in their insulation. Further, the aluminum foil backing retains and reflects radiant energy, while the interior and exterior thermal cap minimizes transference of heat/cold. The structure is also 3 to 4 times more air-tight than the maximum allowable leakage rate for similar structures,

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with an Energy Rating of A3, providing high energy efficiency and low cost. The structure is also resistant to hail and hurricane force winds, notably important in coastal Alabama.

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").

In addition, we will always 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 reduce or eliminate the use of single-use plastics and promote the use of recyclable or green packaging. To this effect, we have selected Elevate Packaging as our packaging supplier to provide recyclable and reusable packaging solutions for our business. We will use Elevate Packaging, which is domestically sourced, to minimize pollution and use of fossil fuels from shipping and transportation. We are committed to analyzing the life cycle impacts of every packaging product we source in order 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 sustainable, compliant, and

practical packaging options. Our packaging plan will prioritize domestically sourced materials to minimize pollution from shipping and transportation, sourcing from reputable suppliers, and recyclable and multi-use materials to 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 be sealed in proper packaging at all times 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 absolutely 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 Standard Operating Procedures 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. As mentioned there, we will work with Waste Management ("WM") to provide waste collection services for our facility. Waste will be sealed and secured in appropriate disposal locations to reduce odor, and at all times, 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, with employees being required to

wear appropriate PPE at all times. 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 diode ("LED") 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 reuse watering to the greatest extent possible in order to minimize pressure on the municipal water system. Recaptured water will be filtered through a highly efficient carbon filtration system to reduce contaminants. Our chosen system is in lieu of reverse osmosis ("R.O."), which produces excessive wasted water brine discharge. HVAC condensate and dehumidification water are an additional resource, as water vapor passing through cooling units and dehumidifiers condenses back to relatively clean water. All of our re-captured and properly filtered water will be redirected to water storage tanks for reuse.

### 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 already selected an insurance company that is willing and able to meet our needs for insurance at our facility and to meet all municipal and state insurance requirements. We secured a letter of intent

License Type: Cultivator

with HUB International for insurance protection for a multitude of potential losses as detailed in this plan, which is included below:



HUB International 55 East Jackson Boulevard Chicago,IL 60604

To: Edward Tynes Stringfellow

From: Paul DiBenedetto

Cannabis Segment Leader HUB International

Subject: Intent to Provide Insurance for Gulf Shore Remedies, LLC

I, Edward Tynes Stringfellow, can meet the minimum requirements of insurance for General Liability, Auto Liability, Workers' Compensation and Property for Gulf Shore Remedies, LLC. We can cover the minimum per occurrence and annual aggregate limits required by Alabama, as follows (\$2,000,000 in Casualty and Liability coverage - Product Liability - Property Liability - General Liability - Workers Compensation - Cyber Security (optional)

- Liability/Umbrella Insurance will be made effective upon issuance of a contract, with minimum aggregate policy limits in an amount not less than \$2,000,000, to comply with the requirements set forth in the terms of the contract
- Worker's Compensation Insurance to comply with contractual requirements of Employer's Liability coverage with limits of \$1,000,000 for each accident and \$1,000,000 for disease of each employee, and a \$1,000,000 disease policy limit.
- Commercial Auto Liability covering all vehicles used by the Contractor in connection with this
  Agreement with a combined single limit of \$5,000,000 for injury or death of one or more persons
  or damage to or destruction of property as a result of each accident.
- 4. **Property** coverage for any property in connection with this agreement with limits of \$2,000,000 or to comply with the requirements set forth in the terms of the contract
- Professional Liability or Errors and Omissions Liability for Claims/Losses arising out of the Work, with a policy limit of \$2,000,000, both per claim and in the aggregate.
- Product Liability insurance on manufacturers or sellers of goods to compensate buyers, users
  and even bystanders for damages or injuries suffered because of defects in goods purchased
  with policy limit of \$2,000,000 or to comply with the requirements set forth in the terms of the
  contract

As applicable, any other insurance required by Applicable Law or as Company may, in its discretion, determine to be necessary, as set forth in the applicable Work Release.

We have evaluated our client's risk and have determined that they can receive the minimum of any contractual requirements that has been set forth with carriers who carry a minimum AM Best Rating of A VII.

Regards,

v. Paul DiBenedello

hubinternational.com

Risk & Insurance | Employee Benefits | Retirement & Private Wealth

We will maintain a minimum of two million dollars (\$2,000,000) of both professional liability and product liability insurance and establish and at all times maintain the

minimum level of other financial guarantees, if appropriate and required by the AMCC for all licensees. Our liability insurance will include, at a minimum, liability/umbrella insurance, commercial auto liability, 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. 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. Insurance policy types that we may additionally carry include, but are not limited to: Crop Coverage, Private Company Management Liability, Cyber/Data Breach Insurance, Advertising Injury, Privacy Breach Notification and Mitigation, Dietary Supplement Manufacturers Errors & Omissions, Limited Civil Penalty Reimbursement, Products Recall Expense Indemnification, and/or Property in Transit Coverage. Our policies and endorsements will provide our medical facility and operations with the insurance coverage sufficient to indemnify and hold harmless the State and its officers and employees, if required by law.

# **Conclusion**

The cannabis industry is changing rapidly, and Alabama's market is set to be an exceptionally strong benefit to medical cannabis patients in the state. 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 space. With a formidable team, strong local connections, and extensive planning, our business continues to put ourselves ahead of the curve to ensure the success of our proposed medical cannabis business. Furthermore, we have already begun to clear many of the barriers to entry into the market and are well positioned to begin operations quickly and safely should we receive a license.

License Type: Cultivator

# 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.

Tynes Stringfellow	Tynes Stringfellow CEO
Printed Name of Verifying Individual	Title of Verifying Individual
	12/14/2022   7:37 AM PST
Signature of Verifying Individual	Verification Date

License Type: Cultivator

Gulf Shore Remedies, LLC has members who have been involved in the cannabis industry in different parts of the country. We have never had issues engaging in purchase/sale agreements with processors after license award. We have included engagements with other applicants as well as our standard template agreements for supply, lab testing and secure transport. You will find the following in this Exhibit:

### 11.1 Processor or prospective Processor

The applicant has provided a template sale agreement to be used with a licensed Processor and a signed purchase agreement with Coosa Medical Manufacturing, LLC. Both of these documents are identified as "Business Relationships- Gulf Shore Remedies-Attachment to Exhibit 11, Section 11.1"

# 11.2 Secure Transporter or prospective Secure Transporter

The applicant has provided a template Secure Transport Agreement to be used with a licensed Transporter after license award. Identified as "Business Relationships- Gulf Shore Remedies- Attachment to Exhibit 11, Section 11.2"

### 11.3 Dispensary or prospective Dispensary

This section is NOT APPLICABLE as Cultivators cannot sell directly to dispensaries.

### 11.4 Integrated Facility or prospective Integrated Facility

The applicant has provided a purchase agreement with INSA Alabama LLC which is an applicant for an Integrated License. This document is identified as "Business Relationships- Gulf Shore Remedies - Attachment to Exhibit 11, Section 11.4"

### 11.5 State Testing Laboratory or prospective State Testing Laboratory

The applicant has provided a MOU for testing with Certus Labs and a template Lab Testing agreement for use after license award with other state licensed lab companies. Both of these documents are identified as "Business Relationships- Gulf Shore Remedies -Attachment to Exhibit 11, Section 11.5"

### TERMS AND CONDITIONS

# Gulf Shore Remedies, LLC - Medical Cannabis Purchase Agreement

Gulf Shore Remedies , LLC ("Seller") and Alabama Processing License Holder, ("Buyer", and together with Seller, the "Parties", and each, a "Party") hereby enter into this Cannabis Purchase Agreement (this "Agreement"), setting forth the terms of sale and purchase of processor-grade dry biomass cannabis flower and/or other approved forms of medical cannabis product, as permitted under the applicable Alabama laws and regulations and subject to availability, (the "Product") by the Parties.

Parties: Seller: Buyer:

Gulf Shore Remedies , LLC Alabama Processing 13310 MaryAnn Beach Rd. Licenseholder Fairhope, AL 36532 c/o John Doe CEO 123 Anywhere Street

> Anywhere, AL 12345 johndoe@gmail.com

License Type: Cultivator

This Agreement shall be in effect from August 31st, 2023 until **Effective Date:** 

August 31st, 2024. (the "Term").

This Agreement applies to the purchase (the "Purchase") of the Scope:

Product by Buyer from Seller, in accordance with the terms set forth

herein.

Seller shall deliver to Buyer, FOB Buyer's facility listed above, Supply: packaged and labeled Product specified in Exhibit A ("Order

Form"), as attached hereto and incorporated herein. In the event of any conflict between the terms of this Agreement and the terms of any purchase order or any other document issued by Buyer, the terms

of this Agreement prevail.

Product Prices and Base Quantity:

The purchase prices and/or base quantity and Product availability shall be determined by Seller. Throughout the Term, Seller reserves the right to unilaterally update the Prices and/or Base Quantity and Product availability and shall provide such notice to Buyer. 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.

**Payment:** Seller reserves the right to require that Buyer make a deposit

> payment in order for Seller to accept and fulfill Buyer's order. On the date that Seller delivers the Product, Seller shall present an accounting of the amount due, which shall include the Price of the Product delivered, quantity, name of Product, any taxes,

delivery fees, subject to any credit adjustment for Buyer's deposit payments, and the correlated RFID number applied through the Medical Marijuana Seed-to-Sale ALABAMA system. Payment will be made in full in immediately available funds on the Payment Due Date as set forth in the Order Form, Ex. A, (the "Payment Due Date") via cash, automated clearing house, or certified check payable as directed by Seller. Buyer shall pay an 8% (eight percent) per annum interest charge on overdue amounts for the Product purchased hereunder.

License Type: Cultivator

**Delivery:** 

Seller shall make delivery FOB Buyer's facility. Title to the purchased Products shall pass to Buyer upon delivery and acceptance of the Product by Buyer on the day of delivery. The risk of loss or damage to the Product sold hereunder shall pass from Seller to Buyer upon delivery of the Product by Buyer. Buyer shall be responsible for a delivery fee to be calculated by Seller and added to the purchase price for each order. Throughout the Term, Seller reserves the right to unilaterally update the delivery fee for any order.

All Products delivered hereunder shall be packaged in accordance with all applicable state laws and regulations, with each strain of the Product packaged separately and clearly labeled with identification of the applicable strain and weight of the contents.

Representations:

During the Term, Seller shall comply with and manufacture the Product in accordance with regulations established by the Alabama Office of Medical Cannabis (the "OMC") and the State of Alabama related to the manufacture, production, handling, and transportation of medical cannabis and cannabis products ("Applicable Regulations"). In the event that any Product sold hereunder does not comply with Applicable Regulations, or does not comply with the terms of this Agreement, Buyer shall notify Seller in writing of any such non-compliance within two (2) business days following the Delivery Date of the relevant Product to Buyer, stating in reasonable detail the nature of such non-compliance and type and aggregate quantity of the Product to which such non-compliance applies (a "Non-Compliance Notice"). If such non-compliance can only be demonstrated by laboratory testing, the Non-Compliance Notice shall include documentation of the relevant test results. Seller shall have the right to replace any such non-complying Product with compliant Product within five (5) business days of receipt of the Non-Compliance Notice, which shall constitute full compliance by Seller of its obligation to supply Products with respect to such Purchase Order. If Seller does not provide replacement within five (5) business days, then Buyer's sole remedy shall be to receive a refund of the Price paid for the non-conforming Product based upon the price set forth in this Agreement. In the event of return of the Product by Buyer, Buyer shall pay Seller a restocking charge equal to fifteen percent (15%) of the Price.

License Type: Cultivator

Governing Law: This Agreement shall be governed by the laws of the State of

Alabama. Buyer submits to the jurisdiction and venue of any state

court sitting in the State of Alabama.

Force Majeure: The obligations of the Parties are contingent upon earthquakes, fires,

The obligations of the Parties are contingent upon earthquakes, fires, storms, floods, freezes, material reductions, accidents, labor disputes, transportation embargoes, significant oil price increases, failure of machinery, acts of God or of any government (including the OMC), pandemics (including the COVID-19 pandemic) and any circumstances related to COVID-19 or any related epidemic, pandemic, state of emergency, government orders, government shutdowns, unavailability of labor, or materials or reasonable substitutes therefor, or other causes beyond any Party's reasonable control that relates thereto, including ceasing of operations by Seller, acts of war or terrorism, and other interferences beyond the Parties' reasonable control, to the extent the same prevent or delay the performance of the obligations herein contained.

Unless otherwise indicated herein, prices do not include state, county, and/or municipal sales, use, excise or similar taxes applicable to the purchased Product, or the purchased Product's use by Buyer or the Buyer's customers. If Seller should be required to pay the same, Buyer shall be liable to pay to and to reimburse Seller for any such taxes. If required by law, Seller may collect sales or use taxes on its invoices for Product sold to Buyer hereunder.

Buyer hereby grants to Seller a security interest in the purchased Product to secure the payment of Seller's invoice for all or any portion of the purchase price that remains unpaid at any time. Buyer hereby authorizes Seller to execute on behalf of Buyer and to file one or more financing statements to evidence and perfect a security interest in the purchased Product with any governmental authority in any jurisdiction as Seller, in its sole and absolute discretion, deems necessary or desirable to protect the Seller's interests. Buyer shall execute at Seller's request any documents required by Seller to evidence and perfect such security interest, including individual or blanket financing statements, chattel mortgages, or similar instruments for filing in any such jurisdictions. Seller shall have all of the rights of a secured creditor under the Uniform Commercial Code or any similar law that may be applicable, including the right of repossession for non-payment.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR LOSS OF PROFITS, REVENUE OR INCOME, OR FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT OR RELATED TO

**Taxes** 

**Security Interest** 

**Limitation and Exculpation of Liability** 

BUYER'S DEVELOPMENT, PRODUCTION OR SALE OF ANY NEW OR MODIFIED FORMULATIONS OR COMBINATIONS OF THE PURCHASED PRODUCT MADE BY BUYER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER'S SOLE REMEDY FOR LIABILITY OR DAMAGES UNDER THIS AGREEMENT SHALL BE STRICTLY LIMITED TO REPLACEMENT OF ANY NON-CONFORMING PRODUCT OR A REFUND OF ANY FEES PAID FOR THE NON-CONFORMING PRODUCT BASED UPON THE PRICE AND ON THE TERMS OTHERWISE SET FORTH IN THIS AGREEMENT. BUYER UNDERSTANDS THAT IT MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED.

License Type: Cultivator

Indemnification

Buyer shall indemnify, protect, defend, and hold Seller, its affiliates, and its and their respective officers, directors, employees, affiliates, equity holders, managers, members, contractors, agents, consultants, advisors, and representatives harmless for, from, and against all losses, costs, expenses, penalties, and other damages (including reasonable attorneys' fees and costs) of any nature, kind or description directly resulting from or arising out of third party claims stemming from: (a) any breach, inaccuracy or non-fulfillment of any representations, warranties, covenants or agreements made by Buyer in this Agreement or resulting from failure of Buyer to comply with the Alabama Medical Cannabis Act, as amended from time to time, and all Alabama regulations promulgated or otherwise thereunder, (b) any negligence, willful misconduct, defective sales-process, or defective handling of the purchased Product, excepting in each instance claims stemming from the gross negligence or willful misconduct of the Seller or its officers, directors, employees, or agents, or (c) the manufacturing, processing, design, formulation, and sale by Buyer of any processed products using the Product.

Use of Names and Marks; Reverse Engineering Buyer represents, warrants and covenants that it shall not use, make reference to, publish, copy or otherwise designate, either orally or in writing, any logo, trademark, servicemark or tradename of the Seller ("Mark(s)"), except for the limited purpose of product displays or patient production information and only as allowable under the Applicable Regulations, without prior written consent of Seller. Upon the termination of this Agreement or at the written direction of Seller, Buyer shall discontinue the use of all Marks of the Seller and all legends adopted in accordance with this Section. Buyer shall leave in place all designations of Marks placed on the purchased Product (including Marks on any and all packaging therefor) by the Seller.

Buyer shall not use any portion of the purchased Product, whether through planting, researching, studying, dissecting or through any other actions or methods (whether or not related to botany), to grow, create, genetically engineer, reverse engineer, or otherwise imitate or copy the Product.

In the event of a breach of any of the covenants contained in this Section, Seller shall be entitled to injunctive or other equitable relief because Seller will be caused irreparable injury and damage as a result of such breach. This right to injunctive relief shall include the right to both preliminary and permanent injunctions. Seller shall not be required to post a bond or any similar assurance if it brings any action in order to enforce any of the covenants contained in this Section.

License Type: Cultivator

Medical Marijuana

Each Party represents and warrants that it has obtained all AMCC and local approvals, permits, licenses, certificates, necessary for it to perform its obligations under this Agreement, and each Party covenants and agrees that, during the Term, it will maintain all such approvals and obtain any and all additional approvals that may be necessary for it to perform its obligations hereunder. Each Party will notify the other Party within 24 hours in writing if it learns or reasonably believes that it is not in full compliance with the terms of this Section. The Parties acknowledge that they are aware of and fully understand that despite the laws of the State of Alabama and the terms and conditions of this Agreement, holders of licenses to sell medical marijuana may still be arrested by federal officers and prosecuted under federal law. The Parties also expressly waive federal illegality as a defense to any Agreement enforcement action.

WAIVER OF JURY TRIAL

THE PARTIES KNOWINGLY AND WILLINGLY WAIVE ANY RIGHT THEY HAVE UNDER APPLICABLE LAW TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE ISSUES RAISED BY THAT DISPUTE.

Attorneys' Fees

In the event that any legal action or other proceeding is brought for the enforcement of these terms and conditions or in connection with any provision contained herein, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, court costs and expenses, court costs, including, but not limited to, fees, costs and expenses incurred to collect fees, costs and expenses, and those fees and costs incurred incidentally to arbitration, mediation, investigation, discovery, travel, appellate proceedings, bankruptcy, collection, retention of expert witnesses, and post judgment proceedings.

**Additional Provisions:** 

The provisions of this Agreement shall, except as otherwise provided herein, endure to the benefit of and be binding upon the Parties and their respective executors, administrators, successors, and assigns, each and every person so bound shall make, execute and deliver all documents necessary to carry out this Agreement.

This Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and the transactions herein contemplated and replace all previous agreements and understandings, if any, between the parties with respect to the subject matter hereof and the transaction contemplated herein. Any Purchase Order previously entered into between the Parties shall also be governed by the terms of this Agreement.

Any notice to be given under this Agreement shall be in writing and delivered, faxed or mailed by prepaid registered mail or electronic Business Relationships- Gulf Shore Remedies - Attachment to Exhibit 11, Section 11.1

mail, addressed to the party to whom it is to be given at the address hereinabove mentioned and such notice shall be deemed to have been given on the day of delivery or on the day it is faxed or e-mailed or on the fifth business day after mailing as aforesaid, as the case may be. Notices to Buyer shall include an email copy to

License Type: Cultivator

### johndoe@gmail.com

Alabama Processing Licenseholder

Notices to Seller shall include an email copy to \_\_\_\_\_ Notice of change of address may be given by any Party in the same manner.

If any provision of this Agreement shall be held invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall attach only to such provision in such jurisdiction and shall not in any manner affect or render invalid or unenforceable such provision in any other jurisdiction or any other provision of this Agreement in any jurisdiction.

Except as provided therein, the failure on the part of one Party, in any one or more instances, to insist upon the keeping, performance or observance of any of the terms, conditions or provisions of this Agreement, or to exercise any right or privilege herein conferred, shall not be construed as relinquishment of that Party's right to require the future keeping, performance or observance of any such terms, conditions or provisions.

This Agreement may be executed in one or more counterparts each of which when so executed shall be deemed to be an original and such counterparts together shall constitute but one of the same instrument.

Gulf Shore Remedies, LLC	BUYER, Alabama Processing Licenseholder
Ву:	Ву:
Name:	Name: John Doe
Title:	Title: CEO
Date:	Date:

# MEDICAL CANNABIS PURCHASE AGREEMENT between COOSA MEDICAL MANUFACTURING, LLC and GULF SHORE REMEDIES, LLC

Coosa Medical Manufacturing, LLC ("Buyer") and Alabama Cannabis License Holder, Gulf Shore Remedies, LLC ("Seller", and together with Buyer, the "Parties", and each, a "Party") hereby enter into this Cannabis Purchase Agreement (this "Agreement"), setting forth the terms of sale and purchase of approved forms of medical cannabis product, as permitted under the applicable Alabama laws and regulations and subject to availability, (the "Product") by the Parties.

Buyer:	Coosa Medical Manufacturing, LLC	
Seller:	Gulf Shore Remedies, LLC 13310 Mary Ann Beach Road Fairhope, AL 36532	
	Fairhope, AL 36532	

Scope: This Agreement applies to the purchase (the "Purchase") of the Product by Purchaser from Seller, in accordance with the terms set

forth herein.

**Term:** Twelve months from the date of the first delivery of Product with the

option to extend for one additional one-year term, at Purchaser's sole

License Type: Cultivator

option to be exercised on or before July 31st of the prior year.

**Scheduling:** Seller will ensure that sufficient transportation contractors, as

applicable, are available at all relevant times to accommodate

delivery.

Supply Terms: Seller shall deliver to Purchaser, FOB Purchaser's facility listed

above, packaged and labeled Product specified in **Exhibit A** ("**Order Form**"), as attached hereto and incorporated herein. In the event of any conflict between the terms of this Agreement and the terms of any purchase order or any other document issued by

Purchaser, the terms of this Agreement prevail.

**Product Quantities and** 

**Pricing:** 

The purchase prices and/or base quantity and Product availability shall be determined by Seller. Throughout the Term, Seller reserves the right to unilaterally update the Prices and/or Base Quantity and Product availability and shall provide such notice to Purchaser. 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

License Type: Cultivator

amounts payable by Purchaser.

**Payment Terms:** 

Seller reserves the right to require that Purchaser make a deposit payment in order for Seller to accept and fulfill Purchaser's order. On the date that Seller delivers the Product, Seller shall present an accounting of the amount due, which shall include the Price of the Product delivered, quantity, name of Product, any taxes, delivery fees, subject to any credit adjustment for Purchaser's deposit payments, and the correlated RFID number applied through the Alabama Medical Cannabis Seed-to-Sale system. Payment will be made in full in immediately available funds on the Payment Due Date as set forth in the Order Form, Ex. A, (the "Payment Due Date") via cash, automated clearing house, or certified check payable as directed by Seller. Purchaser shall pay an 8% (eight percent) per annum interest charge on overdue amounts for the Product purchased hereunder.

**Representations:** 

During the Term, Seller shall comply with and manufacture the Product in accordance with regulations established by the Alabama Office of Medical Cannabis (the "OMC") and the State of Alabama related to the manufacture, production, handling, and transportation of medical cannabis and cannabis products ("Applicable Regulations"). In the event that any Product sold hereunder does not comply with Applicable Regulations, or does not comply with the terms of this Agreement, Purchaser shall notify Seller in writing of any such non-compliance within two (2) business days following the Delivery Date of the relevant Product to Purchaser, stating in reasonable detail the nature of such non-compliance and type and aggregate quantity of the Product to which such non-compliance applies (a "Non-Compliance Notice"). If such non-compliance can only be demonstrated by laboratory testing, the Non-Compliance Notice shall include documentation of the relevant test results. Seller shall have the right to replace any such non-complying Product with compliant Product within five (5) business days of receipt of the Non-Compliance Notice, which shall constitute full compliance by Seller of its obligation to supply Products with respect to such Purchase Order. If Seller does not provide replacement within five (5) business days, then Purchaser's sole remedy shall be to receive a refund of the Price paid for the non-conforming Product based upon the price set forth in this Agreement. In the event of return of the Product by Purchaser, Purchaser shall pay Seller a restocking charge equal to fifteen percent (15%) of the Price.

**Transport:** 

Seller shall make delivery FOB Purchaser's facility. Title to the purchased Products shall pass to Purchaser upon delivery and acceptance of the Product by Purchaser on the day of delivery. The risk of loss or damage to the Product sold hereunder shall pass from Seller to Purchaser upon delivery of

the Product by Purchaser. Purchaser shall be responsible for a delivery fee to be calculated by Seller and added to the purchase price for each order. Throughout the Term, Seller reserves the right to unilaterally update the delivery fee for any order.

License Type: Cultivator

All Products delivered hereunder shall be packaged in accordance with all applicable state laws and regulations, with the Product packaged separately and clearly labeled with identification of the applicable strain and weight of the contents.

**Governing Law:** 

This Agreement shall be governed by the laws of the State of Alabama. Purchaser submits to the jurisdiction and venue of any state court sitting in the State of Alabama.

Force Majeure:

The obligations of the Parties are contingent upon earthquakes, fires, storms, floods, freezes, material reductions, accidents, labor disputes, transportation embargoes, significant oil price increases, failure of machinery, acts of God or of any government (including the OMC), pandemics (including the COVID-19 pandemic) and any circumstances related to COVID-19 or any related epidemic, pandemic, state of emergency, government orders, government shutdowns, unavailability of labor, or materials or reasonable substitutes therefor, or other causes beyond any Party's reasonable control that relates thereto, including ceasing of operations by Seller, acts of war or terrorism, and other interferences beyond the Parties' reasonable control, to the extent the same prevent or delay the performance of the obligations herein contained.

Taxes:

Unless otherwise indicated herein, prices do not include state, county, and/or municipal sales, use, excise or similar taxes applicable to the purchased Product, or the purchased Product's use by Purchaser or the Purchaser's customers. If Seller should be required to pay the same, Purchaser shall be liable to pay to and to reimburse Seller for any such taxes. If required by law, Seller may collect sales or use taxes on its invoices for Product sold to Purchaser hereunder.

**Security Interest:** 

Purchaser hereby grants to Seller a security interest in the purchased Product to secure the payment of Seller's invoice for all or any portion of the purchase price that remains unpaid at any time. Purchaser hereby authorizes Seller to execute on behalf of Purchaser and to file one or more financing statements to evidence and perfect a security interest in the purchased Product with any governmental authority in any jurisdiction as Seller, in its sole and absolute discretion, deems necessary or desirable to protect the Seller's interests. Purchaser shall execute at Seller's request any documents required by Seller to evidence and perfect such security interest, including individual or blanket financing statements, chattel mortgages, or similar instruments for filing in any such jurisdictions. Seller shall have all of the rights of a secured creditor under the

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Uniform Commercial Code or any similar law that may be applicable, including the right of repossession for non-payment.

License Type: Cultivator

Liability:

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER FOR LOSS OF PROFITS, REVENUE OR INCOME, OR FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT OR RELATED TO PURCHASER'S DEVELOPMENT. PRODUCTION OR SALE OF ANY NEW OR MODIFIED FORMULATIONS OR COMBINATIONS OF THE PURCHASED PRODUCT MADE BY PURCHASER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PURCHASER'S SOLE REMEDY FOR LIABILITY OR DAMAGES UNDER THIS AGREEMENT SHALL BE STRICTLY LIMITED TO REPLACEMENT OF ANY NON-CONFORMING PRODUCT OR A REFUND OF ANY FEES PAID FOR THE NON-CONFORMING PRODUCT BASED UPON THE PRICE AND ON THE TERMS OTHERWISE SET FORTH IN THIS AGREEMENT. PURCHASER UNDERSTANDS THAT IT MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED.

**Indemnification:** 

Purchaser shall indemnify, protect, defend, and hold Seller, its affiliates, and its and their respective officers, directors, employees, affiliates, equity holders, managers, members, contractors, agents, consultants, advisors, and representatives harmless for, from, and against all losses, costs, expenses, penalties, and other damages (including reasonable attorneys' fees and costs) of any nature, kind or description directly resulting from or arising out of third party claims stemming from: (a) any breach, inaccuracy or non-fulfillment of any representations, warranties, covenants or agreements made by Purchaser in this Agreement or resulting from failure of Purchaser to comply with the Alabama Medical Cannabis Act, as amended from time to time, and all Alabama regulations promulgated or otherwise thereunder, (b) any negligence, willful misconduct, defective salesprocess, or defective handling of the purchased Product, excepting in each instance claims stemming from the gross negligence or willful misconduct of the Seller or its officers, directors, employees, or agents, or (c) the manufacturing, processing, design, formulation, and sale by Purchaser of any processed products using the Product.

Use of Names and Marks; Reverse Engineering: Purchaser represents, warrants and covenants that it shall not use, make reference to, publish, copy or otherwise designate, either orally or in writing, any logo, trademark, servicemark or tradename of the Seller ("Mark(s)"), except for the limited purpose of product displays or patient production information and only as allowable under the Applicable Regulations, without prior written consent of Seller. Upon the termination of this Agreement or at the written direction of Seller, Purchaser shall discontinue the use of all Marks of the Seller and all legends adopted in accordance with this Section.

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Purchaser shall leave in place all designations of Marks placed on the purchased Product (including Marks on any and all packaging therefor) by the Seller.

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Purchaser shall not use any portion of the purchased Product, whether through planting, researching, studying, dissecting or through any other actions or methods (whether or not related to botany), to grow, create, genetically engineer, reverse engineer, or otherwise imitate or copy the Product.

In the event of a breach of any of the covenants contained in this Section, Seller shall be entitled to injunctive or other equitable relief because Seller will be caused irreparable injury and damage as a result of such breach. This right to injunctive relief shall include the right to both preliminary and permanent injunctions. Seller shall not be required to post a bond or any similar assurance if it brings any action in order to enforce any of the covenants contained in this Section.

**Medical Cannabis:** 

Each Party represents and warrants that it has obtained all AMCC and local approvals, permits, licenses, certificates, necessary for it to perform its obligations under this Agreement, and each Party covenants and agrees that, during the Term, it will maintain all such approvals and obtain any and all additional approvals that may be necessary for it to perform its obligations hereunder. Each Party will notify the other Party within 24 hours in writing if it learns or reasonably believes that it is not in full compliance with the terms of this Section. The Parties acknowledge that they are aware of and fully understand that despite the laws of the State of Alabama and the terms and conditions of this Agreement, holders of licenses to sell medical Cannabis may still be arrested by federal officers and prosecuted under federal law. The Parties also expressly waive federal illegality as a defense to any Agreement enforcement action.

WAIVER OF JURY TRIAL:

THE PARTIES KNOWINGLY AND WILLINGLY WAIVE ANY RIGHT THEY HAVE UNDER APPLICABLE LAW TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE ISSUES RAISED BY THAT DISPUTE.

Attorneys' Fees:

In the event that any legal action or other proceeding is brought for the enforcement of these terms and conditions or in connection with any provision contained herein, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, court costs and expenses, court costs, including, but not limited to, fees, costs and expenses incurred to collect fees, costs and expenses, and those fees and costs incurred incidentally to arbitration, mediation, investigation, discovery, travel, appellate proceedings, bankruptcy, collection, retention of expert witnesses, and post judgment proceedings.

**Additional Provisions:** 

The provisions of this Agreement shall, except as otherwise provided herein, endure to the benefit of and be binding upon the Parties and their respective executors, administrators, successors, and assigns, each and every person so bound shall make, execute and deliver all

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documents necessary to carry out this Agreement.

This Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and the transactions herein contemplated and replace all previous agreements and understandings, if any, between the parties with respect to the subject matter hereof and the transaction contemplated herein. Any Purchase Order previously entered into between the Parties shall also be governed by the terms of this Agreement.

License Type: Cultivator

Any notice to be given under this Agreement shall be in writing and delivered, faxed or mailed by prepaid registered mail or electronic mail, addressed to the party to whom it is to be given at the address hereinabove mentioned and such notice shall be deemed to have been given on the day of delivery or on the day it is faxed or e-mailed or on the fifth business day after mailing as aforesaid, as the case may be.

If any provision of this Agreement shall be held invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall attach only to such provision in such jurisdiction and shall not in any manner affect or render invalid or unenforceable such provision in any other jurisdiction or any other provision of this Agreement in any jurisdiction.

Except as provided therein, the failure on the part of one Party, in any one or more instances, to insist upon the keeping, performance or observance of any of the terms, conditions or provisions of this Agreement, or to exercise any right or privilege herein conferred, shall not be construed as relinquishment of that Party's right to require the future keeping, performance or observance of any such terms, conditions or provisions.

This agreement may be executed in any number of counterparties, each of which will be deemed an original and all of which taken together will constitute one and the same agreement. Delivery of a signed counterpart of this Agreement by email or facsimile transmission will constitute valid and sufficient delivery thereof by the parties.

AGREED AND ACCEPTED:

ttachment to Exhibit 11, Section 11.1 License Type: Cultivator

DocuSign Envelope ID: 7CB676D6-B576-4245-94E8-E09C350C1FDC

# COOSA MEDICAL MANUFACTURING, LLC GULF SHORE REMEDIES, LLC

Title: CEO Title: CEO

Address: Ala Code § 36-12-40 (Personally Monthfolds Information)

Address: 13310 Mary Ann Beach Road
Fairhope, AL 36532
Telephone: 251-421-2073

Facsimile: n/a Facsimile: n/a

Date: 12/16/22 Date: 12/16/22

### TRANSPORTATION SERVICES AGREEMENT

This Transportation Services Agreement (the "Agreement"), dated this \_\_\_\_\_ day of April, 2023 (the "Effective Date"), is entered into by and between **ALABAMA TRANSPORT COMPANY TBD**, an Alabama corporation, with principal office located at TBD ("Carrier") and **GULF SHORE REMEDIES**, **LLC**, an Alabama limited liability company and a State of Alabama licensed medical marijuana facility, with principal office located at Ala Code § 36-12-40 (Personally Identifiable Information) ("Licensee").

WHEREAS, Carrier, a private contract carrier and Alabama medical cannabis transportation facility, is engaged in the business of transporting property by motor vehicle in intrastate trade and desires to furnish to Licensee certain motor carrier transportation and related services, as hereinafter more fully described;

WHEREAS, Licensee produces, provides for testing, and sells medical cannabis raw products for final sale to and from various medical cannabis manufacturing and facilities located throughout the State of Alabama; and

WHEREAS, Licensee desires to obtain transportation and related services from Carrier;

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Carrier and Licensee (hereinafter, collectively, the "Parties," or each, individually, a "Party") agree as follows:

### 1. **DEFINITIONS**.

- (A) Commission. The Alabama Medical Cannabis Commission (the "Commission") was created and given the authority to implement and enforce a well-regulated program to ensure the availability of and safe access to medical cannabis pursuant to Darren Wesley "Ato" Hall Compassion Act, Ala Code §§ 20-2A-1, et seq (the "Act").
- (B) METRC. The statewide track and trace system, or any successor statewide track and trace system, the Commission uses to track medical cannabis from either the seed or immature plant stage until the medical cannabis is sold to a qualifying patient or primary caregiver the Act and implementing regulations, as amended from time to time.
- 2. TRANSPORTATION SERVICES. Carrier shall provide to Licensee services in the location(s) and amounts, and pursuant to the schedules and rates as set forth herein and as further described in the accepted Statement of Work attached hereto and incorporated herein by reference as Attachment A (the "Transportation Services"). Additional and amended Statements of Work will be deemed issued and accepted only if signed and dated in writing by the Carrier and Licensee.
  - (A) During the term of this Agreement, Carrier shall provide the Transportation Services, which includes, but is not limited to, the following:
    - (i) Transporting pre-packaged medical cannabis raw products for final sale (the "Goods") from a Department-authorized location where Goods are available for collection and loading (the

"Originating Location,") using Carrier's Department-approved vehicle to a Department-authorized location where Goods will be unloaded and delivered (the "Destination Location"), both Originating and Destination Locations located exclusively within the State of Alabama, and either the Originating or Destination Location identified as a Licensee facility on the manifest and trip plan;

- (ii) Supplying and making available the requisite vehicle and Transport Personnel when Licensee requests a shipment within forty-eight (48) to seventy-two (72) hours of the shipment being tendered hereunder;
- (iii) Collecting, loading, transporting, unloading, and delivering shipments using Carrier's standard methods for shipment;
- (iv) Monitoring the vehicle, Goods in the vehicle, and the vehicle's immediate surroundings for criminal activity, destruction of property, diversion of medical cannabis, and reasonably recognizable threats directly related to the Transportation Services;
- (v) Maintaining a system of communicating and delivering or receiving manifests, trip plans, and delivery notifications, as appropriate, via METRC, telephone, emails, text messages, and other electronic communication methods:
- (vi) Notifying Licensee of all accidents and occurrences Transport Personnel have actual knowledge of which materially impair the safety, condition, or delay the collection or delivery of the Goods; and
- (vii) Maintaining a field supervisor on-call 24-hours a day, but in no event shall Carrier be required to monitor the Transport Personnel contemporaneously with the Transportation Services.
- (B) Licensee shall cooperate with Carrier in its performance of the Transportation Services; provide access to Licensee's premises, employees, contractors, and equipment as required to enable Carrier to provide the Transportation Services; and take all steps necessary to prevent Licensee-caused delays in Carrier's provision of the Transportation Services.
- (C) Commission Action. Transportation Services shall not include additional transportation-related services that the Commission requires Licensee to undertake in response to a Licensee complaint, investigation, suspension, revocation, or similar investigation or disciplinary matter (collectively, "Commission Action"). In the event the Commission requires Licensee's transportation service provider to assume additional responsibilities related to Commission Action, Carrier and Licensee agree to negotiate in good faith the terms and consideration for such additional services in a written supplemental statement of work. Failure to reach an agreement shall not be deemed a "material breach" or be cause for termination of Transportation Services under this Agreement. As set forth in Attachment A, an Administrative Fee while Commission Action is pending will be charged to Licensee if a DH Commission SS Action directly or indirectly effects the Transportation Services, and such Administrative Fee shall be invoiced and due separate and distinct from entering a supplemental statement of work.
- TRANSPORT PERSONNEL. Carrier shall furnish Licensee with armed drivers (the "Transport Driver"), and, if required, armed passengers (collectively, the "Transport Personnel").

- (A) No Tolerance Policy for Workplace Harassment. Carrier maintains a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated. By entering this Agreement, Licensee agrees to abide by this policy in matters involving Transport Personnel. A copy of Carrier's workplace harassment policy is available upon request.
- (B) Communicating Personnel Matters. Each Party shall contact the other Party as soon as possible, but no later than twenty-four (24) hours, after learning of a personnel complaint or concern involving or related to Transport Personnel and any Licensee personnel, vendor, visitor, customer, or client (ex., allegations of workplace harassment). When investigating a personnel complaint or concern involving Transport Personnel, Licensee shall notify Carrier prior to interviewing its Transport Personnel.

### 4. SHIPMENT AND DELIVERY; PACKAGED GOODS.

- (A) Shipment Requests; Shipment Scheduling Systems Currently in Place and Under Development.
  - (i) Licensee shall initiate all shipment requests using Carrier's online website-based scheduling system or by completing Carrier's shipment request form and emailing it to Alabama Transport Email. For email-initiated shipments, Licensee shall contact Carrier's Shipping Contact identified in Attachment A to confirm receipt of the shipment request and Carrier's acceptance of the shipment request. Carrier shall accept any shipment request by confirming acceptance of the request by email or other electronic communication to the Licensee's shipping contact identified in Attachment A or by picking up the Goods specified in the shipment request. Carrier's acceptance of a shipment request, whether or not Carrier sends an email or other electronic communication following the request, shall serve as Carrier's acknowledgement that the requested Transportation Services are governed by the terms of this Agreement.
  - (ii) Licensee shall notify Carrier a minimum of seventy-two (72) hours prior to Licensee's first shipment request. If applicable, Licensee shall notify Carrier of the date of the Commission's onsite commencement inspection(s) and the result of the Commission on site commencement inspections as soon as practicable.
  - (iii) Licensee shall provide Carrier with the representative name(s) and contact information for the Originating and Destination Locations. Carrier shall provide Licensee with Commission and METRC required information, including a description of Carrier's vehicle and the name(s) and Facility Agent Identification Card number(s) of Transport Personnel, to create a manifest or trip plan.
- (B) Manifests and Trip Plans. Each shipment under this Agreement shall be evidenced by a METRC-generated Cannabis Transportation Manifest (the "Manifest") showing the kind and quantity of Goods to be collected by Carrier at the Originating Location and to be delivered by Carrier to the Destination Location. Licensee and representatives of the Originating and Destination Locations are solely responsible for creating the Manifest including entering into METRC the inventory of Goods to be shipped or received and the accuracy or inaccuracy of the inventory and Manifest. Carrier and its Transport Personnel shall not enter the inventory of Goods in METRC or create the Manifest. Prior to transporting the Goods, Carrier shall print the Manifest and create a trip plan.

Carrier will provide the Manifest and trip plan to the Licensee and representatives of the non-Licensee Originating and Destination Location(s) as appropriate.

License Type: Cultivator

5. CONDITION OF ORIGINATING AND DESTINATION LOCATIONS. Licensee shall maintain the areas of Licensee-controlled Originating and Destination Locations where Goods will be loaded and unloaded free of debris and hazards. Transport Personnel shall not collect, load, unload or deliver Goods in any location, regardless of whether or not in Licensee's control, that Carrier or its Transport Personnel determine to be in an unreasonably hazardous condition. Carrier will not be liable for any penalty, loss, or damages sustained by Licensee or any third-party for not collecting or delivering Goods pursuant to this Section 5.

# 6. GOODS TENDERED; WEIGHING GOODS.

- (A) Licensee shall tender, or cause representatives of third-party Originating and Destination Locations to tender Goods for shipment that are properly pre-packaged, marked, addressed, labeled, or otherwise identified in a manner appropriate to the Goods shipped to ensure safe transportation during ordinary handling in transit.
- (B) Licensee and representatives of third-party Originating and Destination Locations shall determine and record the weight of each package shipped and are solely responsible for the accuracy or inaccuracy of the recorded package weight. Carrier and its Transport Personnel shall not weigh or record the weight of packages.
- (C) Licensee shall properly and accurately describe the Goods in a shipment and declare its actual monetary value for transportation purposes on the Manifest;
- (D) Licensee agrees to be bound by the accuracy of all descriptions, valuations, and other particulars furnished to the Carrier.
- (E) Carrier shall not be liable for the content of packaged Goods. Carrier shall solely rely upon labeling provided by the Originating Location and what is discernable from the exterior of the packaged Goods.
- 7. PRE-EXISTING OR CONCEALED DAMAGE. Carrier shall not be liable for any preexisting or concealed damage of the Goods. So long as packaging remains sealed while in Carrier's custody and control, Carrier shall not be liable for any change in the cannabis including, but not limited to, mold, water content, pests, pesticides, and cross-contamination.
  - (A) Prohibited Shipments. LICENSEE SHALL NOT TENDER, OR CAUSE TO BE TENDERED, TO CARRIER HAZARDOUS MATERIAL, CANNABIS WASTE, PESTICIDES, HERBICIDES, ITEMS PROHIBITED BY ANY LAWS OR REGULATIONS THROUGH WHICH THE ITEMS ARE TO BE TRANSPORTED, OR OTHER ITEMS THAT THE PARTIES AGREE WILL NOT BE TRANSPORTED BY CARRIER UNDER THIS AGREEMENT.
  - (B) Limitation on the Actual Value of Goods Shipped. UNLESS OTHERWISE SPECIFICALLY AGREED IN A PRIOR WRITING, LICENSEE SHALL NOT TENDER OR CAUSE TO BE TENDERED TO CARRIER ANY SHIPMENT WITH AN ACTUAL VALUE IN EXCESS OF \$250,000 (TWO HUNDRED FIFTY THOUSAND DOLLARS) OR ANY SHIPMENT IN EXCESS OF THE DECLARED VALUE (the "Declared Value"). Providing a Declared Value

significantly below the actual value of the shipment, without the prior written consent of Carrier, constitutes fraud against Carrier and may constitute insurance fraud.

License Type: Cultivator

(C) **Delivery Schedule; Required Number of Transport Personnel**. One (1) Transport Personnel will perform the Transportation Services for a Licensee shipment with an estimated roundtrip period of twelve (12) hours or less. Two (2) Transport Personnel shall perform the Transportation Services for any shipment with an estimated roundtrip period of greater than twelve (12) hours, and under extreme weather conditions or elevated threat risk; and Licensee shall pay the hourly rate of all Transport Personnel. If Carrier reasonably anticipates that it will not be able to provide any portion of the Transportation Services on an agreed upon schedule, Carrier shall promptly notify Licensee and the Commission of the delay in delivery and the proposed revised delivery schedule. Any time quoted by Carrier for collection and delivery are estimates only. Carrier will not be liable for any penalty, loss, or damages sustained by Licensee or any third-party resulting from a missed appointment or delay in the collection or delivery of Goods.

### 8. NON-CONFORMING AND REJECTED GOODS; UNDELIVERABLE SHIPMENTS.

- (A) Carrier shall promptly notify Licensee, upon the actual knowledge of Carrier or its Transport Personnel, of any shipment of Goods or packages:
  - (i) From the Originating Location that do not conform to the Manifest;
  - (ii) That are rejected by the on-site employee or agent of the Destination Location; or
  - (iii) That are undeliverable, despite Carrier's commercially reasonable efforts to deliver same.
- (B) Upon notification, Licensee shall provide Carrier with instructions for the immediate, efficient, and proper handling and disposition of the non-conforming, rejected, or undeliverable shipment or packages. Carrier shall not render any medical cannabis unusable. For Goods and shipments under Section 8(A), Carrier shall not be liable for any resultant third-party charges; Licensee shall reimburse Carrier for any resultant third-party charges or expenses paid by Carrier; and Licensee shall pay Carrier any additional fees pursuant to the terms of this Agreement.
- RECORDKEEPING. Carrier and Licensee shall maintain complete and accurate records relating to the provision of the Transportation Services under this Agreement for a period of five (5) years.

### 10. **DESIGNATED CONTACT**. Each Party shall:

- (A) Designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement with such designation to remain in force unless and until a successor is appointed and the other Party is notified of the appointed successor.
- (B) Require that a Party's designated employee or agent respond promptly to the other Party's request to ship, provide instructions, information, approvals, authorizations, or decisions that are reasonably necessary for a Party to perform its obligations in accordance with the requirements of this Agreement and ensure that the Party's materials or information are complete and accurate in all material respects.

### 11. FEES, EXPENSES, AND PAYMENT TERMS.

- (A) In consideration of the provision of the Transportation Services by the Carrier and the rights granted to Licensee under this Agreement, Licensee shall pay the fees and rates set out in the Statement of Work attached hereto and made part hereof as **Attachment A**. Payment to Carrier of such fees and the reimbursement of expenses pursuant to this Section 11 shall constitute payment in full for the performance of the Transportation Services. Unless otherwise provided in the Statement of Work, Carrier shall invoice Licensee on a monthly basis and Licensee shall render payment to Carrier, without abatement, reduction, or setoff, within fifteen (15) days of Licensee's receipt of the invoice from Carrier. Carrier's invoice shall set forth in reasonable detail the calculation of the rates and charges arising during the period of time covered by the invoice. At Licensee's request, each invoice submitted to Licensee shall be accompanied by a copy of all Manifests, trip plans, or other receipts or documentation pertaining thereto.
- (B) Expenses. Licensee shall reimburse Carrier for all reasonable expenses incurred in accordance with the Statement of Work within fifteen (15) days of Licensee's receipt of Carrier's request for reimbursement accompanied by receipts and reasonable supporting documentation.
- (C) Surcharges. Carrier reserves the right to add a surcharge on its rates in the event of an increase in its costs resulting from any significant increases in insurance, fuel costs, introduction of government taxes on Transportation Services, or any other circumstances beyond Carrier's control and affecting the transportation industry in general and Alabama's medical cannabis industry in particular. All adjustments shall become affective thirty (30) days following Carrier's written notice of such surcharge.
- (D) Non-Disclosure. The terms of this Agreement and the provisions, rates, and charges set forth in Attachment A were negotiated specifically between the Parties and only apply to shipments transported by Carrier for Licensee. Therefore, Licensee agrees that it shall not disclose to any third parties the terms of this Agreement and the content of Attachment A without Carrier's prior consent.
- (E) Method of Payment. Payment shall be made in US dollars any commercially accepted manner that does not incur service fees, such as by check, direct deposit, or wire transfer among others, to be communicated by Carrier to Licensee. Licensee shall pay any payment service fees if it is unable to make payment pursuant to Carrier's preferred non-fee payment methods and for any checks returned for non-payment.
- (F) Late Payments. Except for invoiced payments that the Licensee has successfully disputed, all late payments shall bear interest at the lesser of (a) the rate of eight percent (8%) per month and (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. Licensee shall also reimburse Carrier for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Carrier does not waive by the exercise of any rights hereunder), Carrier shall be entitled at its option to suspend the provision of any Transportation Services if the Licensee fails to pay any amounts when due hereunder and such failure continues for seven (7) days following written notice thereof, and such suspension or withholding of Transportation Services shall not be considered a breach or default of any of Carrier's obligations under this Agreement.

- (G) No Set-Off Right. Licensee shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Carrier, whether relating to Carrier's breach, bankruptcy or otherwise.
- (H) Overcharge/Undercharge Claims. Claims for alleged overcharges or undercharges shall be filed with the appropriate Party within one (1) month of the date of Carrier's invoice. Failure to file a claim with the other Party within said 1-month period shall forever bar any action at law for recovery of same. Any action at law to recover alleged overcharges or undercharges shall be commenced no later than one (1) year from the date that Carrier or Licensee has given written notice it has disallowed any part of the overcharge or undercharge claim.
- (I) Unsatisfactory Credit Status. If Carrier reasonably determines that Licensee's financial condition or creditworthiness is inadequate or unsatisfactory, then in addition to Carrier's other rights, Carrier may without liability or penalty take any of the following actions:
  - (i) Accelerate all amounts owed by Licensee to Carrier under this Agreement and any individual shipment transaction;
  - (ii) On seven (7) day's prior written Notice, modify the payment terms specified under this Section 11 for outstanding and future individual shipment transactions, including requiring Licensee to pay cash in advance;
  - (iii) Cancel any previously accepted shipment requests;
  - (iv) Delay any future shipments;
  - (v) On seven (7) day's prior written Notice, terminate this Agreement; or
  - (vi) Any combination of the above.
- (J) No actions taken by Carrier under Section 11(I) (nor any failure of Carrier to act under this Section 11) constitute a waiver by Carrier of any of its rights to enforce Licensee's obligations under this Agreement including, but not limited to, the obligation of Licensee to make payments as required under this Agreement.
- 12. TAXES. Licensee is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Licensee hereunder; provided, that, in no event shall Licensee pay or be responsible for any taxes imposed on, or with respect to, Carrier's income, revenues, gross receipts, personnel, or real or personal property, or other assets.
- 13. RISK OF LOSS. Carrier shall bear all risk of loss of and damage to or theft of the Goods commencing when Carrier accepts the Manifest containing the shipment of Goods in METRC. While on the property of the Originating Location, Carrier shall make reasonable efforts to confirm that the proffered Goods appear to match the description on the Manifest, load the Goods in the vehicle, and lock the cargo hold of Carrier's vehicle prior to accepting the Manifest in METRC. Said risk of loss ends when the on-site employee or agent of the Destination Location takes custody of the Goods even if the Destination Location's on-site employee or agent does not immediately weigh, scan, reject, or accept the delivery of all or some of the Goods into METRC.

- 14. INSURANCE. During the term of this Agreement, Carrier shall carry and maintain in full force insurance coverage which shall include workers' compensation insurance as required by Alabama laws covering all persons employed and contracted by Carrier engaged in the furnishing of services under this Agreement and general liability coverage for personal injury and property damage, which coverage shall cover the risks of false arrest, false imprisonment, malicious prosecution, libel, slander, and violation of right of privacy. Carrier shall carry and maintain a \$5,000,000 (five million dollars) excess liability policy and the certificate of insurance shall name Licensee as an additional insured. In the event Licensee requires insurance in types and amounts different than or greater than the coverage carried by Carrier, Carrier shall, if available, obtain such additional insurance at an additional charge to Licensee, with such additional charge to be determined after Carrier consults with its insurance carriers. Licensee acknowledges that Carrier is not an insurer and that Licensee is solely responsible for assessing and obtaining adequate insurance coverage for all locations of Licensee where Carrier will perform Transportation Services, including, without limitation, all of Licensee's real and personal property and the business(es) conducted by Licensee at such locations. Each Party shall obtain and maintain insurance in amounts sufficient to cover their agreement to indemnify the other against losses, liabilities, and damages under this Agreement,
- 15. INSURANCE CERTIFICATES. On the written request of a Party, the other Party shall provide copies of certificates of insurance and policy endorsements for all insurance coverage required by under this Agreement, and shall not do anything to invalidate such insurance. This Section 15 shall not be construed in any manner as waiving, restricting, or limiting the liability of either Party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a Party hereto to indemnify, defend, and hold the other harmless under this Agreement).

# 16. TERM, TERMINATION, AND SURVIVAL.

- (A) Term of Services. The term of Transportation Services will commence the first day Carrier provides Transportation Services to the Licensee and will continue thereafter until the completion of the Transportation Services as set forth in this Agreement (the "Service Term"), unless sooner terminated pursuant to this Agreement.
- (B) **Term of Agreement**. This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Service Term ("Term of Agreement" or "Term") unless sooner terminated pursuant to this Agreement.
- (C) Renewal Term. Upon expiration of the initial Term, this Agreement shall automatically renew for additional successive one (1) year terms unless and until either Party provides written notice of nonrenewal at least sixty (60) days prior to the end of the then-current term, or unless and until earlier terminated as provided under this Agreement. In the event either Party provides timely notice of their intent not to renew this Agreement, then, unless earlier terminated in accordance with its terms, this Agreement terminates on the expiration of the then-current Service Term. In the event of automatic renewal, the fee and rate schedules shall be changed to reflect Carrier's fee and rate structure and expenses in effect at the time of renewal.
- (D) Exclusive Use of Transportation Services. Licensee shall use exclusively the Transportation Services of Carrier during the Term of this Agreement.
- (D) **Termination**. Either Party may terminate this Agreement before expiration of the Term, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party:

(i) materially breaches this Agreement *or* any individual shipment transaction, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within seven (7) days after receipt of written notice of such breach.

- (ii) Becomes insolvent or admits its inability to pay its debts generally as they become due;
- (iii) Is dissolved or liquidated or takes any corporate action for such purpose;
- (iv) Makes a general assignment for the benefit of creditors; or
- (v) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- (E) **Termination for Failure to Pay**. Notwithstanding anything to the contrary in this Agreement, Carrier may terminate this Agreement before the expiration date of the Term on written notice if Licensee fails to pay any amount when due hereunder:
  - (i) and such failure continues for five (5) business days after Licensee's receipt of written notice of nonpayment; or
  - (ii) two (2) or more times in any six (6) month period.
- (F) Any Notice of termination under this Agreement automatically operates as a cancellation of any shipments that are scheduled to be picked-up after the effective date of termination, whether or not Carrier had accepted any shipment request. Regarding any shipments that are still in transit on termination of this Agreement, Carrier may require, in its sole and absolute discretion, that all deliveries of such shipments be made on either a cash-only or certified check basis.
- (G) Upon the termination of the Agreement, each Party shall promptly return to the other Party any equipment, materials or other property in its possession or control, belonging to the other Party.
- (H) Survival. The rights and obligations of the Parties set forth in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.
- 17. **STANDARD WARRANTIES.** Each Party represents and warrants to the other Party that:
  - (A) Prior to performing any transportation services, it has obtained each necessary license from the Commission;
  - (B) It has the full right, corporate power, and authority to enter into this Agreement and to perform its obligations hereunder;
  - (C) The execution of this Agreement by each individual whose signature is set forth at the end of this Agreement and the delivery of this Agreement have been duly authorized by all necessary corporate action:
  - (D) The execution, delivery, and performance of this Agreement will not violate, conflict with, require consent under or result in any material breach or default under the provisions of any contract or agreement to which it is a party; and
  - (E) This Agreement has been executed, and delivered by the Party and (assuming due authorization, execution, and delivery by the other Party) constitutes the legal, valid, and binding obligation of the Party, enforceable against the Party in accordance with its terms, except as may be limited by

any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws and equitable principles related to or affecting creditors' rights generally or the effect of general principles of equity.

License Type: Cultivator

#### 18. SERVICE WARRANTY.

- (A) Limited Warranty. Carrier warrants to Licensee that it shall perform the Transportation Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with commercially reasonable industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.
- (B) Licensee's Exclusive Remedy for Breach of Service Warranty. Except to the extent any claim is actually covered by applicable insurance policies, Licensee's exclusive remedy for Carrier's breach of the service warranty contained in Section 18(A) regarding any shipment is Carrier's refund of the purchase price of the corresponding individual shipment transaction. THIS SECTION 18(B) SETS FORTH LICENSEE'S SOLE REMEDY AND CARRIER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 18(A).
- (C) **Disclaimer**. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 18(A), 30(A) (GENERAL COMPLIANCE WITH LAWS), AND 30(B) (COMPLIANCE WITH ALABAMA MEDICAL CANNABIS LAW), CARRIER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WHATSOEVER REGARDING THE TRANSPORTATION SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. LICENSEE ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY CARRIER, OR ANY OTHER PERSON ON CARRIER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN SECTIONS 18(A), 30(A), AND 30(B) OF THIS AGREEMENT.

# 19. INDEMNIFICATION.

- (A) Mutual Indemnification. Subject to the terms and conditions set forth in Section 19(B) (Exceptions and Limitations on Indemnification) and Section 20 (Indemnification Procedures), each Party ("Indemnitor") shall indemnify, hold harmless, and defend the other Party and its managers, officers, directors, employees, agents, successors, and permitted assigns (collectively, "Indemnitee") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees, that are incurred by Indemnitee (collectively, "Losses"), to the extent they arise out of any third-party claim alleging:
  - (i) any negligent or more culpable act or omission of Indemnitor (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement; or
  - (ii) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Indemnitor (including any reckless or willful misconduct).

Notwithstanding anything to the contrary in this Agreement, this Section 19(A) does not apply to any claim (whether direct or indirect) for which a sole or exclusive remedy is provided under another

section of this Agreement.

- (B) Exceptions and Limitations on Indemnification. Notwithstanding anything to the contrary in this Agreement, Indemnitor is not obligated to indemnify, hold harmless, or defend Indemnitee against any claim (whether direct or indirect) if such claim or corresponding Losses arise out of or result from Indemnitee's:
  - (i) negligence or more culpable act or omission (including recklessness or willful misconduct); or
  - (ii) bad faith failure to comply with any of its obligations set forth in this Agreement.
- (C) Sole Remedy. SECTION 19(A) SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF THE INDEMNITOR AND THE SOLE AND EXCLUSIVE REMEDY FOR THE INDEMNITEE FOR ANY DAMAGES COVERED UNDER SECTION 19(A).
- (D) Notwithstanding anything herein to the contrary in this Agreement, the amount of losses, liabilities, and damages against which Indemnitor is obligated to indemnify, defend and hold harmless Indemnitee is limited to and shall not exceed the amount of insurance obtained by Indemnitor to cover his or its agreement to indemnify Indemnitor under this Agreement. To the extent the obligations of the Parties hereto to indemnify the other are covered by insurance, the Parties waive all rights against each other except such rights as they may have to the proceeds of such insurance as set forth in this Section.
- (E) Each Party waives all of its rights of recovery under subrogation against the Indemnitees.

#### 20. INDEMNIFICATION PROCEDURES.

(A) Notice of Third-Party Claims. Indemnitee shall give Indemnitor prompt written notice (a "Claim Notice") of any Losses or discovery of facts on which Indemnitee intends to base a request for indemnification under Section 19(A). Indemnitee's failure to provide a Claim Notice to Indemnitor under this Section 20 does not relieve Indemnitor of any liability that Indemnitor may have to Indemnitee, but in no event shall Indemnitor be liable for any Losses that result from a delay in providing a Claim Notice.

#### (B) Control of Defense.

- (i) Indemnitor Control of Defense. Indemnitor may assume, at its sole option, control of the defense, appeal, or settlement of any third-party claim that is reasonably likely to give rise to an indemnification claim under Section 19(A) (an "Indemnified Claim") by sending written notice of the assumption to Indemnitee on or before ten (10) business days after receipt of a Claim Notice to acknowledge responsibility for the defense of such Indemnified Claim and undertake, conduct, and control, through reputable independent counsel of its own choosing (which Indemnitee shall find reasonably satisfactory) and at Indemnitor's sole cost and expense, the settlement or defense thereof. Indemnitee shall fully cooperate with Indemnitor in connection therewith; and may employ, at any time, separate counsel to represent it; provided, that Indemnitee is solely responsible for the costs and expenses of any such separate counsel.
- (ii) Indemnitee Control of Defense. Notwithstanding anything to the contrary in this Section 20, Indemnitee may defend an Indemnified Claim with counsel of its own choosing and without the Indemnitor's participation if the Indemnified Claim is one for which Indemnitee properly gave Indemnitor a Claim Notice under Section 20(A) (Notice of Third-Party Claims), and

Indemnitor fails to assume the defense or refuses to defend the Indemnified Claim under Section 20(B)(i) (Indemnitor Control of Defense). If Indemnitee assumes control of the defense, Indemnitor shall (a) reimburse Indemnitee promptly and periodically for the reasonable costs properly incurred in defending against the Indemnified Claim (including reasonable attorneys' fees and expenses); and (b) remain responsible to Indemnitee for any Losses indemnified under Section 19(A).

License Type: Cultivator

(C) Settlement. Indemnitor shall give prompt written notice to Indemnitee of any proposed settlement of an Indemnified Claim. Indemnitor may not, without Indemnitee's prior written consent, which Indemnitee shall not unreasonably withhold, condition, or delay, settle or compromise any indemnification-related claim or consent to the entry of any indemnification-related judgment. Indemnitee may not settle or compromise any claim or consent to the entry of any judgment regarding which it is seeking indemnification hereunder without the prior written consent of Indemnitor, which Indemnitor shall not unreasonably withhold, condition, or delay, unless the Indemnified Claim is one for which Indemnitee properly gave Indemnitor a Claim Notice under Section 20(A), and Indemnitor fails to assume the defense or refuses to defend the Indemnified Claim under Section 20(B)(i). Indemnitor's obligations under Section 19(A) shall terminate when a settlement is reached by one or both Parties the Indemnified Claim.

#### 21. LIMITATION OF LIABILITY.

- (A) No Consequential or Indirect Damages. EXCEPT FOR OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY OR ANY THIRD-PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.
- (B) Maximum Liability. EXCEPT FOR OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY'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 THE TOTAL OF THE AMOUNTS PAID TO CARRIER PURSUANT TO THIS AGREEMENT IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), WHICHEVER IS LESS.
- 22. CUMULATIVE REMEDIES. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise. Notwithstanding the foregoing, the Parties intend that a Party's rights under Sections 18(B) (Licensee's Exclusive Remedy for Breach of Service Warranties), 19 (Indemnification), and 21 (Limitation of Liability) are the Party's exclusive remedies for the events specified therein.

- 23. INTELLECTUAL PROPERTY. All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to Licensee under this Agreement or prepared by or on behalf of the Carrier in the course of performing the Transportation Services except for any Confidential Information of Licensee or Licensee materials shall be owned by Carrier. Carrier hereby grants Licensee a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Licensee to make reasonable use of any deliverables and the Transportation Services.
- 24. CONFIDENTIALITY. All non-public, confidential, or proprietary information of the Parties, including, but not limited to, business plans and practices, concepts, products, services, software, code, security information, intellectual property, experimental work or prototypes, costs, sources of supply, pricing methods, client lists, prospective client lists, financial or technical matters, trade secrets, designs, plans, drawings, documents, data, business operations, know-how, inventions, operations, the marketing or promotion of products or services, pricing, discounts, rebates and business and information received from others, disclosed by either Party to the other Party, 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 by a Party in writing. This Section 24 shall not apply to information that is: (a) in the public domain; (b) known to a Party at the time of disclosure; (c) rightfully obtained by a Party on a non-confidential basis from a third-party; d) was or is independently developed by either Party without using any Confidential Information; e) disclosed in writing or orally pursuant to a Commission written request to Carrier; or f) disclosed by Carrier officers or managers to the Commission in the event Carrier has a good faith belief that Licensee implicated or intends to implicate Carrier in a DHSS Action. Upon either Party's request, the other Party shall promptly return all documents and other materials received from the requesting Party. The requesting Party shall be entitled to injunctive relief for any violation of this Section.
- 25. 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.
- 26. NON-SOLICITATION. Each Party agrees that during the Term of this Agreement and for a period of six (6) months following the termination or expiration of this Agreement, it shall not make any solicitation to employ the other Party's personnel or independent contractors without the prior written consent of the other Party to be given or withheld in the other Party's sole discretion.
- 27.NON-EXCLUSIVE PROVISION OF SERVICES. The Carrier retains the right to perform the same or similar type of services for third parties during the Term of this Agreement. Pursuant to Commission regulations, Carrier will not, however: (a) cultivate, process or dispense cannabis; (b) perform the functions of a State Testing Laboratory; (c) make home delivery of cannabis or medical cannabis to anyone; (d) transport patients or caregivers to or from dispensing sites or any other licensees' facilities;

- or (e) transport any cargo except cannabis, medical cannabis and associated products, materials, packages or containers.
- 28. ACKNOWLEDGMENT OF CANNABIS BUSINESS. Parties hereby acknowledge and agree that the Darren Wesley "Ato" Hall Compassion Act and its implementing regulations authorize the use and regulation of medical cannabis within the State of Alabama, and that the Alabama Medical Cannabis Commission and Alabama Department of Agriculture and Industries oversee the medical cannabis program in Alabama. The activities contemplated by this Agreement may be illegal under state law unless each Party acts in compliance with applicable state and local laws, regulations, and ordinances. Under current Federal Cannabis Laws, the cultivation, harvesting, production, processing, marketing, distribution, sale, transfer, possession, and use of cannabis are currently illegal. "Federal Cannabis Law" means any U.S. federal law, civil, criminal, or otherwise, that is directly or indirectly related to the cultivation, harvesting, production, processing, marketing, distribution, sale, transfer, possession, and use of cannabis, cannabis, or related substances or products containing cannabis, cannabis, or related substances, including without limitation the prohibition on drug trafficking under the Controlled Substances Act (21 U.S.C. § 801, et seq.), the conspiracy statute under 18 U.S.C. § 846, the bar against aiding and abetting the conduct of an offense under 18 U.S.C. § 2, the bar against misprision of a felony (concealing another's felonious conduct) under 18 U.S.C. § 4, the bar against being an accessory after the fact to criminal conduct under 18 U.S.C. § 3, and federal money laundering statutes under 18 U.S.C. §§ 1956, 1957 and 1960.
- 29. WAIVER OF ILLEGALITY DEFENSE. Each Party agrees that this Agreement's invalidity for public policy reasons or its violation of Federal Cannabis Laws is not a valid defense to any dispute or claim arising out of this Agreement. Each Party expressly waives the right to present any defense related to the federal illegality of cannabis and agrees that such defense shall not be asserted, and will not apply, in any dispute or claim arising out of this Agreement.

# 30. COMPLIANCE WITH LAWS; LICENSES.

- (A) General Compliance with Laws. Except as provided under Section 30(B), each Party is and throughout the Term shall be in compliance with all federal, state, and local laws, ordinances, regulations, and orders that are applicable to this Agreement and its performance hereunder, other than Federal Cannabis Laws, except to the extent that failure to comply would not, in the aggregate, have a material adverse effect on a Party's ability to comply with its obligations under this Agreement. Licensee shall not request Transportation Services that would require Carrier or any of its representatives, subcontractors, or others to violate any law.
- (B) Compliance with Alabama Medical Cannabis Law. Each Party is and throughout the Term shall be in compliance with all material requirements of State of Alabama and local medical cannabis laws, ordinances, orders, and regulations, including Commission Regulations (collectively, "Alabama Medical Cannabis Law") that are applicable to this Agreement and its performance hereunder, except to the extent that failure to comply could not, in the aggregate, reasonably be expected to have an adverse effect on its ability to comply with its obligations under this Agreement. Licensee shall not request Transportation Services that would require Carrier or any of its representatives, subcontractors, or others to violate any Alabama Medical Cannabis Law.
- (C) Without limiting the generality of the foregoing subsections (A) and (B), each Party shall at all times, at its own expense, obtain and maintain all certifications, credentials, fingerprint-based background checks, authorizations, licenses, and permits (including Alabama Medical Cannabis

- Facility Licenses and Facility Agent Identification Cards) necessary to conduct its business relating to the exercise of its rights and the performance of its obligations under this Agreement.
- (D) In the event of a change of laws, rules or regulations impacting the Transportation Services under this Agreement, Licensee shall be responsible for any additional expenses incurred as a result of those changes.
- 31. **FURTHER ASSURANCES**. The Parties hereto shall, from time to time at the request of the other Party, without any additional consideration, and promptly following the receipt of the request, furnish the other Party such further information or assurances, execute and deliver such additional documents, instruments, and conveyances, and take such other actions and do such other things, as may be reasonably necessary or appropriate to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby and thereby.
- 32. ENTIRE AGREEMENT. This Agreement, including and together with any related Statements of Work, exhibits, and schedules, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.
- 33. **NOTICES**. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice," and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, certified or registered mail (in each case, return receipt requested, postage prepaid), or email with confirmation of receipt. Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements herein.

# Notice to Licensee

Gulf Shore Remedies, LLC 13310 MaryAnn Beach Road Fairhope, AL 36532

# Notice to Carrier

Alabama Secure Transort Licenseholder c/o John Doe CEO 123 Anywhere Street Anywhere, AL 12345 johndoe@gmail.com phone

- 34. 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.
- 35. **AMENDMENT AND MODIFICATION**. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

- 36. HEADINGS. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- 37. WAIVER. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 38. **ASSIGNMENT AND DELEGATION**. Except as explicitly stated in this Agreement, neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that Licensee may assign its rights and delegate its obligations in whole only, without such consent and upon thirty (30) days prior written notice to Carrier, to an entity to which Licensee's medical cannabis license identified in the Statement of Work is transferred pursuant to the Alabama Medical Cannabis Law. No assignment or delegation shall relieve the Licensee of any of its obligations hereunder unless the Carrier enters into a novation releasing the Licensee of its obligations under the Agreement. Any purported assignment or delegation in violation of this Agreement shall be null and void.
- 39. SUCCESSORS AND ASSIGNS. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.
- 40. NO THIRD-PARTY BENEFICIARIES. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 41. **GOVERNING LAW**. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Alabama, including its statutes of limitations, without giving effect to the conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Alabama.
- 42. SUBMISSION TO JURISDICTION. Any legal suit, action, or proceeding arising out of or relating to this Agreement, the other transaction documents or the transactions contemplated hereby shall be instituted in state court located in the state of Alabama in the city of Fairhope and the County of Baldwin, and each Party irrevocably submits to the exclusive jurisdiction of such court in any such suit, action, or proceeding.
- 43. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A handwritten signed or secure e-signature copy of this Agreement delivered by email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

44. **FORCE MAJEURE**. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national or regional emergency, revolution, insurrection, epidemic, pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage. The Party suffering a Force Majeure Event shall give notice within seven (7) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

GULF SHORE REMEDIES, LLC	Alabama Transport Company TBI
By:	By:
in Code y 36-12-40 (Eurocoally Identifiable Inform	Name: John Doe
CEO, President	CEO & Co-Founder

#### ATTACHMENT A

#### STATEMENT OF WORK

#### I. TRANSPORTATION SERVICES.

- A. Summary of Transportation Services. Alabama Transport Company TBD ("Carrier") shall provide Gulf Shore Remedies, LLC ("Licensee") with Transportation Services, including the collection, loading, transporting, unloading, and delivery of shipments of medical cannabis within the State of Alabama.
  - 1. **Service Term**: One (1) year. The Service Term will commence the first day Carrier provides Transportation Services to the Licensee.
  - 2. **First Day of Services**: Although the date may vary, Licensee projects that it will require Transportation Services for the first time on or about October 2023
  - 3. Licensee Location: Ala Code § 36-12-40 (Personally Identifiable Information
  - 4. Licensee Location Telephone No(s).:
  - 5. Licensee Hours of Operation: 9:00 a.m. CST -5:00 p.m. CST
  - 6. Licensee Medical Cannabis License Nos.: TBD

#### B. Contacts.

Designated Contacts.

Licensee Designated Contact:

John Doe/Alabama Transport Company

**Shipping Contacts.** 

<u>Licensee Shipping Contact:</u>

John Doe/Alabama Transport Company

Emergency contacts and telephone numbers.

 In case of an emergency,
 In case of an emergency,

 Carrier shall contact:
 Licensee shall contact:

 John Doe/Alabama Transport Company

- Attachment to Exhibit 11, Section 11.2 License Type: Cultivator

C. Vehicles. Carrier's fleet of vehicles that will appear in ALABAMA STATE TRACKING SOFTWARE include:

**TBD** 

#### II. SCHEDULES.

#### A. Rate and Fee Schedules

1. Monthly Rate: TBD

Transit Rate: TBD

3. Minimum Transit Time per shipment: Two (2) hours

4. Shipments Allotted per month: TBD

5. Shipment Rate above monthly allotment: TBD

6. Administrative Fee during DHSS Action: TBD

# B. Number of Transport Personnel per Shipment.

1. Two (2) Transport Personnel for all shipments.

#### C. Transit Time Calculation.

- 1. Estimated roundtrip travel time between Licensee Originating Location and the Destination Location(s) pursuant to Google Maps, MapQuest, or similar program or application; *plus*
- 2. Thirty (30) minutes for unloading procedures at the non-Licensee Destination Location(s). In the event Transport Personnel are required to wait or perform Transportation Services at the non-Licensee Destination Location(s) for longer than forty-five (45) minutes through no fault of Carrier, all such time shall be added to the transit time calculation in Carrier's sole discretion.

# D. Invoice and Payment Schedules.

1. Monthly Fee. Carrier will invoice Licensee the first monthly fee upon execution of this Agreement. Licensee shall make full payment of the first monthly fee prior to the earlier of (i) the anticipated First Day of Services identified above, or (ii) the first scheduled shipment. Thereafter, Licensee will be invoiced the monthly fee one month prior to the first day of the month for which the fee applies and full payment is due within fifteen (15) days of Licensee's receipt of Carrier's invoice. The monthly fee shall be paid prior to the first day of the month for which the monthly fee applies.

2. **Transit Time Fees**. Transit Time Fees will be invoiced after the fees are incurred. Full payment is due within fifteen (15) days of Licensee's receipt of Carrier's invoice.

**GULF SHORE REMEDIES, LLC** 

Alabama Transport Company TBD

Ala Coda § 36-12-40 (Personally Identifiable Information)	NAME: John Doe
CEO, President	CEO & Co-Founder
Data	Date:
Date:	Date.
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# INTEGRATED FACILITY AND CULTIVATOR

#### MUTUAL SERVICES AGREEMENT

This Mutual Services Agreement ("Agreem	nent") is entered into as of	2000 7 2522.
2022 (the "Effective Date") by and betw	veen Gulf Shore Remedies, Ll	LC, an Alabama limited
liability company, with its principle place		
("Cultivator") and INSA ALA	ABAMA, LLC, an Alabama li	mited liability company,
with its principle place of business at	(18 Commer St.	Montgomery, Alabama
("Integrated Facility").	Martjams, AL 36104	

# RECITALS

WHEREAS, Cultivator shall operate a cultivator that shall be duly licensed and certified under all applicable state, local and other statutes and regulations to cultivate cannabis, to sell or transfer of cannabis to a processor, to sell or transfer of medical cannabis to a dispensary (if the cultivator contracts with a processor to process its cannabis into medical cannabis on the cultivator's behalf);

WHEREAS, Integrated Facility shall operate an integrated facility that shall be duly licensed and certified under all applicable state, local and other statutes and regulations to, cultivate cannabis, process cannabis into medical cannabis, including proper packaging and labeling of medical cannabis products, to dispense and sell medical cannabis only to a registered qualified patient or registered caregiver, to transport cannabis or medical cannabis between its facilities, and to sell or transfer medical cannabis to a dispensary;

WHEREAS, Integrated Facility desires to engage Cultivator and Cultivator desires to engage Integrated Facility, to provide services in accordance with the terms and conditions herein;

**NOW, THEREFORE**, in consideration of the above recitals, the representations, warranties and covenants contained herein, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows.

#### AGREEMENT

# 1. Services.

1.1 <u>Engagement.</u> Integrated Facility hereby engages Cultivator and Cultivator hereby engages Integrated Facility to perform, upon the terms and conditions set forth in this Agreement, the duties and responsibilities more particularly described in Section 1.2 below (the "Services").

#### 1.2 Services.

(a) <u>Cultivator Services</u>: From time to time upon request of and in agreement with the Integrated Facility, Cultivator may (i) engage Integrated Facility to process cannabis into medical cannabis which shall include properly packaging and labeling medical

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cannabis products, or (ii) sell cannabis to Integrated Facility processing, in compliance with all Laws and Regulations (as defined herein).

- (b) <u>Integrated Facility Services</u>: From time to time upon request upon request and agreement with the Cultivator, Integrated Facility may (i) process cannabis on behalf of Cultivator into medical cannabis which shall include properly packaging and labeling medical cannabis products, or (ii) purchase cannabis from the Cultivator for Integrated Facility processing in compliance with all Laws and Regulations (as defined herein).
- 1.3 <u>Limitation of Authority and Independent Contractor Status</u>. Cultivator and Integrated Facility agree that any authority granted to it by the other under this Agreement relates solely to the Services. Neither party shall undertake any other activities for the other without the prior written consent and shall not have any authority to bind the other, other than any authority granted pursuant to this Agreement. The relationship of Cultivator to Integrated Facility and Integrated Facility to Cultivator is that of an independent contractor and nothing herein shall be construed as creating any other relationship.
- 1.4 <u>Cooperation</u>. Integrated Facility and Cultivator agree to cooperate in good faith with one another in order to furnish the Services.

# 2. <u>Compensation and Expenses.</u>

- 2.1 <u>Compensation</u>. Any party providing Services hereunder shall be compensated for its Services pursuant to this Agreement in a manner reasonably consistent with the nature and extent of the Services provided. Cultivator and Integrated Facility acknowledge and agree that reasonable fees for the Services shall be paid at the time of performance. Upon providing Services and invoice shall be submitted and payment shall by due within thirty (30) days of such invoice date, unless otherwise agreed.
- 2.2 <u>Expenses</u>. Any party providing Services hereunder shall be entitled to reimbursement for reasonable incurred in performing the Services pursuant to this Agreement. All such expenses shall be directly related to the provision of Services and shall be subject to the prior approval of the other party. A reasonably detailed itemization of all approved expenses incurred s in connection with the provision of Services shall be included with any invoice.
- 3. <u>Indemnification</u>. The Cultivator and Integrated Facility agree to indemnify, defend and hold harmless one another and their respective officers, directors, shareholders, agents, contractors, employees, successors and assigns from and against all liabilities, actions, losses or damages (including but not limited to reasonable attorneys' fees), (hereinafter "claims") arising out of or relating to any third-party claims based and caused by: (i) a breach of any terms, conditions, representations or warranties made by, or obligation of, the other party to this Agreement, (ii) negligence or willful act or omissions of the other, or its employees, agents, officers or directors or (iii) unauthorized or illegal acts or omissions by the other, or its employees, agents, officers or directors.

In no event shall either Cultivator or Integrated Facility be liable for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits, lost savings, lost

opportunity costs or any other economic loss, of any type or nature, even if such party has been advised of the possibility of such damages.

4. <u>Notices</u>. Any notice required or permitted to be given under this Agreement shall be sent by utilizing electronic mail, with a copy sent prepaid by overnight mail utilizing a national courier with evidence of receipt (or if no electronic mail is available by overnight mail alone), addressed to the party to be notified at the following address or at such other address as may hereafter be furnished in writing to the notifying party:

If to Cultivator:

Gulf Shore Remedies, LLC
Ala Code § 36-12-40 (Personally Identifiable Information)

If to Integrated Facility:

Insa Alabama, LLC 218 Commirce St.

Muntgonry AL 361

Any notice sent in accordance with the requirements of this Paragraph 4 shall be effective on the date sent.

- Nonwaiver. No delay or failure by either party to exercise any right under this
  Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided
  for herein.
- 6. <u>Severability</u>. If any provision of this Agreement in any way violates the laws of any state or jurisdiction, such provision shall be deemed not to be a part of this Agreement in that jurisdiction, and the parties agree to remain bound by all remaining parts hereof.
- 7. Confidentiality. Neither Cultivator nor Integrated Facility shall disclose any Confidential Information (as hereafter defined) of the other or any material terms received in connection with this Agreement or the Services without the other party's consent, except that each party may disclose such information (i) as required by law or applicable regulation, or (ii) as required in carrying out this Agreement. "Confidential Information" shall mean all information, of a party, not of general knowledge in the industry of such party relating to the business now or ever conducted by such party.
- 8. <u>Term and Termination</u>. The term of this Agreement shall be one (1) year. Cultivator or Integrated Facility may terminate this Agreement with thirty (30) days' notice to the other. Upon termination Integrated Facility shall be entitled to payment and approved expenses for Services performed to termination.

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- 9. Privileged Licenses. Cultivator and Integrated Facility acknowledge that the other and its affiliates conduct business that is subject to, and exists because of, privileged licenses issued by governmental authorities. Cultivator and Integrated Facility therefore agree that, in the event that Cultivator or Integrated Facility shall determine, in its reasonable judgment (i) that the other is, or might be, engaged in, or about to be engaged in, any activity or activities that jeopardizes, or could jeopardize, it or its affiliates business licenses, or (ii) that the existence of this Agreement jeopardizes or may jeopardize, its or its affiliates business licenses, they shall have the right, upon notice to the other, to immediately terminate this Agreement, at which time the Agreement shall cease and terminate and be of no further force and effect; provided, however, that the indemnity provisions of this Agreement shall survive any such termination.
- 10. Compliance with Laws. Throughout the term of the Agreement, each of the Cultivator and Integrated Facility shall cause its personnel, employees and independent contractors, and other personnel at such parties sole cost and expense, to conform to and comply with all present or future laws, statutes, ordinances, orders and rules, (including but not limited to the Darren Wesley "Ato" Hall Compassion Act (§ 20-2A-1, et seq., Ala. Code 1975 (as amended)) as well as any other regulations or requirements of any state, municipal or other government or department having jurisdiction over the performance of the Agreement or the Services ("Laws and Regulations").
- 11. <u>Permitting and Licensing</u>. Notwithstanding anything to the Contrary contained herein, Cultivator and Integrated Facility's obligations under this Agreement shall be contingent upon each party securing all standard, final, unappealable, and commercially acceptable permits and licenses and other approvals from all municipal, state and other authorities necessary to permit each party to enter into this Agreement and complete the transactions contemplated herein. Each party shall proceed diligently in a commercially reasonable manner to secure said permits, licenses, and approvals.
- 12. <u>Successors</u>. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The term "successor" shall include successors by merger or acquisition, including sale of stock or sale of assets.
- 13. <u>Assignment</u>. This is a personal services contract and may not be assigned or otherwise transferred without the prior written consent of the non-transferring party.
- 14. <u>Entire Agreement</u>. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no change or modifications hereof shall be valid unless made in writing, signed by all of the parties hereto.
- 15. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which so executed shall be deemed to be an original, and all of which shall constitute one and the same agreement and may be executed in the original but electronically transmitted to all parties with the same force and effect as if an original, executed copy thereof had been delivered to all parties.

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16. Governing Law. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of Alabama and all disputes will be submitted to binding arbitration before one American Arbitration Association arbitrator in Montgomery, Alabama for resolution.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INTEGRATED FACILITY, INSA ALABAMA, LLC

By

CULTIVATOR,

GULF SHORE REMEDIES, LLC

В

Its Principal



Gulf Shore Remedies, LLC

Dear Ala Code § 36-1

#### MEMORANDUM OF UNDERSTANDING

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") pursuant to the Darren Wesley "Ato" Hall Compassion Act, and the rules and regulations promulgated thereunder (the "Act"), is pleased to share this Memoranda of Understanding ("MOU") detailing the proposed terms of a relationship between the Applicant and Gulf Shore Remedies, LLC, an Alabama limited liability company ("Gulf Shore Remedies"), which is an applicant for a Cultivator License with the AMCC pursuant to the Act.

The Applicant aims to be a leading State Testing Laboratory with its testing facility in Mobile County. The Applicant is interested in working with Gulf Shore Remedies, provided both companies obtain the requisite licenses issued by the AMCC.

Contingent upon licensure by the AMCC, Gulf Shore Remedies intends to use the Applicant 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 Gulf Shore Remedies 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.

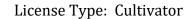
We look forward to working with you.

amily Hille-Yalle

Amber Miller-Walker, Owner Certus Laboratories Alabama

support@certuslabshemptesting.net

Business Relationships- Gulf Shore Remedies -Attachment to Exhibit 11, Section 11.5





Acknowledged and Agreed by:

Gulf Shore Remedies, LLC



December 13, 2022

Date

# GULF SHORE REMEDIES, LLC TESTING SERVICES AGREEMENT

This Testing Services Agreement ("Agreement") is entered into as of April 26, 2022 (the "Effective Date") by and between GULF SHORE REMEDIES LLC, an Alabama limited liability company with a present mailing address of 13310 Mary Ann Beach Road, Fairhope, AL 36522("Gulf Shore") Alabama Testing Lab, LLC located at 123 Anywhere Street, Anywhere, AL 12345 ("Testing Lab").

#### RECITALS

WHEREAS, Customer desires to engage Testing Lab, and Testing Lab desires to be engaged, to provide testing services relating to Samples provided by Customer pursuant to that certain Price Quote attached hereto as **Schedule A-1**. "**Sample**" means any cannabis flower, concentrate or infused product provided by the Customer and used by Testing Lab for testing under this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the representations, warranties and covenants contained herein, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows.

#### AGREEMENT

#### 1. Testing Services.

- 1.1 Performance of Services. The Customer may, from time to time, submit Samples for testing. Upon such submission, Testing Lab agrees to use commercially reasonable efforts to perform or cause to be performed for Customer the testing services described in the Price Quotes ("Testing Services") in accordance with a defined volume, scope, period of time and pricing set forth herein and in Schedules A (or other such Schedules, if applicable).
- 1.2 Testing Reports and Residual Samples. In respect of each Sample for which Testing Lab performs Testing Services, Testing Lab shall provide Customer with a Testing Report for such Sample within the turn-around time(s) specified on Schedule A. Upon completion of the performance of Testing Services on any Sample, Testing Lab shall, at its sole discretion and in compliance with applicable law: (a) destroy the remainder of such Sample; or (b) save the remainder of such Sample for future testing.
- 1.3 Personnel. Testing Lab shall assign employees and subcontractors with suitable qualifications to perform the Testing Services. Testing Lab must independently verify testing results regardless of employee or subcontractor. While on Customer's premises, if applicable, Testing Lab's employees and subcontractors shall comply with all reasonable security practices and procedures generally prescribed by Customer. Testing Lab employees and subcontractors shall not be required to sign any waivers, releases or other documents to gain access to Customer's premises in connection with the performance of the Testing Services and any such waivers, releases or other documents shall be invalid and shall have no effect. Testing Lab may replace or change employees and subcontractors. For the term of this Agreement and

retain the services of any person who is an employee of Testing Lab and who performed Testing Services for Testing Lab.

License Type: Cultivator

#### Payments.

- 2.1 Testing Services Fees. Customer shall pay Testing Lab fees for the Testing Services (the "Testing Services Fees") in accordance with the Price Quote(s) set forth in Schedules A. The Testing Services Fees may be amended from time to time by Testing Lab in accordance with its general business practices.
- Pickup Fee. Customer shall pay Testing Lab a fee in accordance with the Pickup Fee Schedule on Schedule A for any and all Samples that Testing Lab picks up from Customer (the "Pickup Fee"). Customer shall be obligated to pay the Pickup Fee even if Customer is unavailable when Testing Lab arrives on schedule to pick-up any Sample(s). Customer may only cancel a scheduled pickup by providing Testing Lab with notice of such cancellation at least twenty-four (24) hours prior to the scheduled pickup time. If Customer fails to timely cancel a scheduled pickup, Customer shall be obligated to pay the Pickup Fee. With respect to any Sample(s) that Testing Lab is unable to pick-up on schedule through no fault of Customer, Testing Lab shall, at its option and as Customer's sole and exclusive remedy, expedite the provision of the Testing Services in order to timely deliver the corresponding Testing Report (as defined below). As used in this Agreement, "Testing Report" shall mean a written report that sets forth the results of the Testing Services requested by Customer in its Intake Forms.
- 2.3 Payment Terms. Payment for all fees charged and expenses incurred by Testing Lab in connection with performing the Testing Services and other payments are due within 30 days of the invoice.

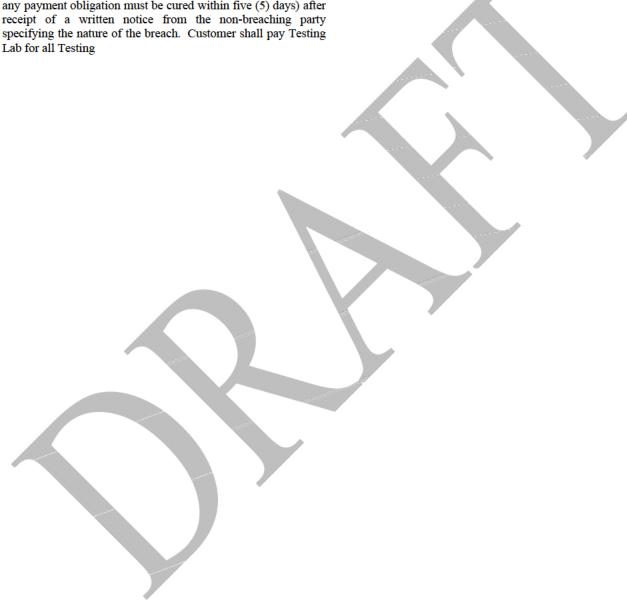
#### 3. Licenses to Testing Lab Intellectual Property.

3.1 No Implied License. Testing Lab and its licensors own and will retain all right, title and interest (including all intellectual property rights) in and to "Testing Lab" and/or the phrase "Verified by Testing Lab" and/or official "Testing Lab" logos (collectively, "Testing Lab Marks"). Customer does not acquire under this Agreement any right, title or interest in or to any of the foregoing, whether by implication, estoppel or otherwise, except for the limited license expressly granted under this Agreement.

for twelve (12) months thereafter, Customer agrees not to solicit or

# 4. Term; Termination.

- **4.1 Term.** The term of this Agreement shall commence on the Effective Date and shall continue month to month.
- 4.2 Termination. Thirty (30) day termination period with no penalty. However, if a party breaches one of its material obligations under this Agreement, the other party (i.e., the non- breaching party) may terminate this Agreement and all pending Testing Services if the breaching party fails to cure such breach within thirty (30) days (provided, however, breaches of any payment obligation must be cured within five (5) days) after receipt of a written notice from the non-breaching party specifying the nature of the breach. Customer shall pay Testing



Services performed and expenses incurred up through the termination date. The obligations in this Agreement which are intended by their terms to survive the expiration or termination of this Agreement shall so survive. In addition, and without limiting the generality of the preceding sentence, the provisions of Sections 1.3 (last sentence only), 2, 4.1, 5, 6, 7, 8, 9 and 10 shall survive any termination of this Agreement.

#### Ownership.

- 5.1 Work Product. As used herein, the term "Work Product" means all materials, software, tools, data (including, without limitation, any and all data on any Testing Report), inventions, works of authorship and other innovations of any kind, including, without limitation, any improvements or modifications to any of the foregoing items, that Testing Lab, or personnel working for or through Testing Lab, may make, conceive, develop or reduce to practice, alone or jointly with others, in the course of performing the Testing Services or as a result of such Testing Services, whether or not eligible for patent, copyright, trademark, trade secret or other legal protection. Customer agrees that all Work Product shall be the sole and exclusive property of Testing Lab. Customer acknowledges that Testing Lab, in its sole discretion, shall have the right to license the Work Product or any portion thereof, and/or incorporate the Work Product or any portion thereof into products or services. Work product does not include any product submitted to Testing Lab for testing.
- 5.2 Testing Reports. Upon Testing Lab's receipt of all fees and other payments relating to any copy of a Testing Report and subject to Testing Lab's ownership of all right, title and interest in the Work Product and Feedback (defined immediately below), Customer shall own such copy of such Testing Report.
- 5.3 Feedback. Customer agrees that all right, title and interest in any and all feedback, comments, remarks and other input that Customer provides to Testing Lab with respect to the Testing Services and/or this Agreement and/or any Price Quote or Intake Form (collectively, "Feedback") shall be the sole and exclusive property of Testing Lab. Customer acknowledges that Testing Lab, in its sole discretion, shall have the right to license the Feedback or any portion thereof, and/or incorporate the Feedback or any portion thereof into products or services, for any purpose.
- 5.4 Reservation of Rights. Except as otherwise expressly provided herein, nothing in this Agreement shall be deemed to grant, directly or by implication, estoppel or otherwise, any right or license with respect to any technology or other intellectual property rights, and each party retains all right, title and interest in and to their respective technologies and other intellectual property rights.

#### 6. Representations and Warranties; Disclaimers.

6.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that: (a) it is a duly organized entity validly existing and in good standing under the laws of the jurisdiction in which it was formed; (b) it has the power and authority to carry on its business as it is now being conducted and is duly qualified to do business in each jurisdiction where the conduct of its business requires such qualification and where failure to so qualify would have a material adverse effect on

its operations; (c) the execution, adoption and delivery of this Agreement has been duly and validly authorized by all necessary action on its part; (d) it has all state and local authorizations, permits, registrations, consents and licenses necessary for it to carry on its business as it is now being conducted; (e) its execution, delivery and performance of this Agreement does not, and will not, violate any provision of any applicable state or local law, rule, regulation, ordinance, order, writ, judgment, injunction, decree, determination or award; (f) its execution, delivery and performance of this Agreement does not, and will not, result in a breach of, or constitute a default under, any agreement to which it is a party or by which it may be bound.

License Type: Cultivator

Testing Lab Representations and Warranties. Testing Lab represents and warrants to Customer that the Testing Services will be performed in a professional and workmanlike manner. In the event of a breach of this representation and warranty, Testing Lab agrees, as Testing Lab's sole and exclusive obligation and Customer's sole and exclusive remedy, to use commercially reasonable efforts to modify, replace or correct the Testing Services for which cost shall be the sole and exclusive responsibility of Testing Lab and not the Customer.

Customer Representations and Warranties. Customer represents and warrants to Testing Lab that: (a) in the case of flower, the growing conditions (e.g., temperature, amount of natural sunlight, amount of artificial sunlight, amount of water and plant food, etc.) for each Lot shall be uniform across such Lot, and in the case of concentrates or edibles, the homogeneity shall be consistent across the Batch; (b) Customer shall clearly and accurately identify the Lot or Batch from which each Sample is derived; (c) Customer shall not tamper with or otherwise modify any Lot or Batch in any manner that affects the uniformity of the attributes of such Lot or Batch; (d) Customer shall not tamper with or otherwise modify any Lot or Batch after Customer provides Testing Lab with a Sample therefrom; (e) Customer shall not tamper with or otherwise modify any Testing Report; and (f) Customer represents and warrants to Testing Lab that it shall not, and shall not permit any third party to, reproduce any Report or any information contained therein, except in its entirety, unless written consent has been granted by Testing Lab.

Disclaimers. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, CUSTOMER UNDERSTANDS AND AGREES THAT ITS USE OF ANY AND ALL TESTING REPORTS IS AT ITS SOLE RISK. CUSTOMER ACKNOWLEDGES AND AGREES THAT TESTING LAB MAKES NO WARRANTY THAT THE TESTING SERVICES WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE UNLESS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, TESTING LAB DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE SAMPLES, LOTS, BATCHES, TESTING SERVICES, TESTING REPORTS AND INFORMATION AND DATA CONTAINED IN ANY REPORT(S). CUSTOMER ACKNOWLEDGES AND AGREES THAT EACH TESTING REPORT IS PROVIDED TO

CUSTOMER FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE RELIED UPON TO DIAGNOSE, TREAT AND/OR PREVENT ANY HEALTH-RELATED SYMPTONS. CONDITIONS AND/OR OTHER AILMENTS. IN CONNECTION WITH THE FOREGOING, (A) TESTING LAB DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES RELATING TO HOW ANY SAMPLE AND THE CORRESPONDING LOT OR BATCH MAY BE USED, AND (B) TESTING LAB EXPRESSLY DISCLAIMS ANY AND ALL GUARANTEES, CLAIMS, REPRESENTATIONS, WARRANTIES OR JUDGMENTS AS TO THE SAFETY AND/OR EFFFICACY OF SAMPLES TESTED. CUSTOMER ACKNOWLEDGES AND AGREES THAT TEST RESULTS CONTAINED IN ANY TESTING REPORT ONLY RELATE TO THE APPLICABLE SAMPLE THAT WAS TESTED AND MAY NOT RELATE TO THE CORRESPONDING LOT OR BATCH, AS APPLICABLE.

#### Indemnification.

- 7.1 Indemnification by Customer. Customer agrees to, and shall, indemnify, defend and hold harmless Testing Lab and its affiliates, and its and their respective officers, directors, shareholders, employees, agents, contractors, successors and assigns (collectively, the "Testing Lab Indemnitees") from and against any and all losses, damages, liabilities, costs and expenses (including reasonable attorney's fees and expenses) (collectively, "Losses") arising from: (a) any breach by Customer of any of its representations and/or warranties provided in this Agreement; and/or (b) the gross negligence, recklessness and/or willful misconduct of any Customer employee(s), contractor(s), consultant(s), representative(s) and/or agent(s) arising in connection with this Agreement. Testing Lab shall give Customer prompt written notice of any claim for indemnification, provided failure to do so shall not limit Customer's indemnification obligations herein, except to the extent such failure materially prejudices Customer with respect thereto.
- agrees to, and shall, indemnify, defend and hold harmless Customer and its affiliates, and its and their respective officers, directors, shareholders, employees, agents, contractors, successors and assigns (collectively, the "Customer Indemnitees") from and against any and all Losses arising from: (a) any breach by Testing Lab of any of its representations and/or warranties set forth above in Section 6.2 this Agreement; and/or (b) the gross negligence, recklessness and/or willful misconduct of any Testing Lab employee(s), contractor(s), consultant(s), representative(s) and/or agent(s) arising in connection with this Agreement. Customer shall give Testing Lab prompt written notice of any claim for indemnification, provided failure to do so shall not limit Testing Lab's indemnification obligations herein, except to the extent such failure materially prejudices Testing Lab with respect thereto.

# 8. Limitations of Liability.

8.1 General Limitations. EXCEPT WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS HEREUNDER, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE. WHETHER SUCH LIABILITY IS

ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. EXCEPT WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS HEREUNDER, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY (UNDER ANY THEORY, WHETHER IN CONTRACT, TORT, STATUTORY OR OTHERWISE) SHALL NOT EXCEED UNDER ANY CIRCUMSTANCES THE COMPENSATION PAID OR PAYABLE BY CUSTOMER TO TESTING LAB UNDER THIS AGREEMENT. THE LIMITATIONS SET FORTH IN THIS SECTION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

License Type: Cultivator

- 8.2 Contractual Statute of Limitations. Except for actions for nonpayment or breach of Testing Lab's proprietary rights in the Work Product and Feedback, no action, regardless of form, arising out of this Agreement and/or any Price Quote and/or any Intake Form may be brought by either party more than two (2) years after the cause of action has accrued.
- 8.3 Acknowledgment. Customer acknowledges that the limitations of liability contained in this Section 7 are a fundamental part of the basis of Testing Lab's bargain hereunder, and Testing Lab would not enter into this Agreement absent such limitations.

## 9. Confidentiality.

- Confidential Information. By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). For purposes of this Agreement, "Confidential Information" of a party means information, ideas, materials or other subject matter of such party, whether disclosed orally, in writing or otherwise, that is provided under circumstances reasonably indicating that it is confidential or proprietary. Confidential Information includes, without limitation, the terms and conditions of this Agreement, the Price Quote(s) and the Intake Form(s) including all pricing and payment terms; all business plans, technical information or data, product ideas, methodologies, calculation algorithms and analytical routines; and all personnel, customer, contracts and financial information or materials disclosed or otherwise provided by such party ("Disclosing Party") to the other party ("Receiving Party"). Confidential Information does not include that which (a) is already in the Receiving Party's possession at the time of disclosure to the Receiving Party, (b) is or becomes part of public knowledge other than as a result of any action or inaction of the Receiving Party, (c) is obtained by the Receiving Party from an unrelated third party without a duty of confidentiality, or (d) is independently developed by the Receiving Party. Without limiting the generality of, and notwithstanding the exclusions described in, the foregoing, Confidential Information of Testing Lab includes, without limitation:
- (a) the Work Product, including any portion thereof, modifications and derivatives thereof, and information or materials derived therefrom, whether or not marked as such, and (b) the terms and pricing under this Agreement.

Business Relationships- Gulf Shore Remedies -Attachment to Exhibit 11, Section 11.5

- 9.2 Restrictions on Use. The Receiving Party shall not use Confidential Information of the Disclosing Party for any purpose other than to perform its obligations and/or exercise its rights under this Agreement. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any third parties except as otherwise permitted hereunder. The Receiving Party may disclose Confidential Information of the Disclosing Party only to those employees or consultants who have a need to know such Confidential Information and who are bound to retain the confidentiality thereof under provisions (including, without limitation, provisions relating to nonuse and nondisclosure) no less restrictive than those required by the Receiving Party for its own Confidential Information. The Receiving Party shall maintain Confidential Information of the Disclosing Party with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but no less than reasonable care under the circumstances. Each party shall advise the other party in writing of any misappropriation or misuse of Confidential Information of the other party of which the notifying party becomes aware.
- Exclusions. Notwithstanding the foregoing, this Agreement shall not prevent the Receiving Party from disclosing Confidential Information of the Disclosing Party to the extent required by a judicial order or other legal obligation, provided that, in such event, the Receiving Party shall promptly notify the Disclosing Party to allow intervention (and shall cooperate with the Disclosing Party) to contest or minimize the scope of the disclosure (including application for a protective order). Further, each party may disclose the terms and conditions of this Agreement: (a) as required by the applicable securities laws, including, without limitation, requirements to file a copy of this Agreement (redacted to the extent reasonably permitted by applicable law) or to disclose information regarding the provisions hereof or performance hereunder to applicable regulatory authorities; (b) in confidence, to legal counsel; (c) in confidence, to accountants, banks, and financing sources and their advisors; and (d) in connection with the enforcement of this Agreement or any rights hereunder.

#### 9.4 Publication of Test Results.

NOTWITHSTANDING ANY OTHER PROVISION SET FORTH. IN THIS AGREEMENT AND/OR ANY PRICE QUOTE(S) AND/OR ANY INTAKE FORM(S), CUSTOMER HEREBY AGREES THAT TESTING LAB MAY PUBLISH ON ITS WEBSITE AND/OR ELSEWHERE ANY AND/OR ALL OF THE TEST RESULTS SET FORTH IN ANY TESTING REPORT GENERATED UNDER THIS AGREEMENT (INCLUDING THE PRICE QUOTE(S)), UNLESS CUSTOMER EXPLICITLY EXPRESSES ITS DESIRE FOR TESTING LAB TO NOT PUBLISH SUCH TEST RESULTS BY PROVIDING THE INITIALS OF AN AUTHORIZED REPRESENTATIVE ON THE FOLLOWING LINE.

REGARDLESS OF WHETHER CUSTOMER OPTS-OUT OF ALLOWING TESTING LAB TO PUBLISH SUCH TEST RESULTS ON ITS WEBSITE AND/OR ELSEWHERE, CUSTOMER AGREES THAT TESTING LAB MAY PUBLISH SUCH TEST RESULTS IN AN ANONYMIZED AND/OR AGGREGATED MANNER.

Party) acknowledges that the Disclosing Party considers its
Confidential Information to contain trade secrets of the Disclosing
Party and that any unauthorized use or disclosure of such
information would cause the Disclosing Party irreparable harm for
which remedies at law would be inadequate. Accordingly, each
party (as Receiving Party) acknowledges and agrees that the
Disclosing Party will be entitled, in addition to any other remedies
available to it at law or in equity, to seek the issuance of injunctive
relief, enjoining any breach or threatened breach of the Receiving
Party's obligations hereunder with respect to the Confidential
Information of the Disclosing Party, and such further relief as any
court of competent jurisdiction may deem just and proper.

License Type: Cultivator

9.6 Return of Materials. Upon termination of this Agreement, each party (as Receiving Party) will immediately return to the Disclosing Party all Confidential Information of the Disclosing Party embodied in tangible (including electronic) form or, at the Disclosing Party's discretion, destroy all such Confidential Information and certify in writing to the Disclosing Party that all such Confidential Information has been destroyed.

#### 10. General.

- 10.1 Integration and Severability. This Agreement, including all Price Quotes, is the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous proposals, understandings, representations, warranties, promises and other communications, whether oral or written, relating to such subject matter. If any provision of this Agreement or any Price Quote is held by a court of competent jurisdiction to be unenforceable for any reason, the remaining provisions hereof and thereof shall be unaffected and remain in full force and effect.
- 10.2 Governing Law. This Agreement is to be construed in accordance with and governed by the internal laws of Alabama without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Alabama to the rights and duties of the parties. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be commenced in a court in Alabama, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.
- 10.3 Modification and Waiver. No amendment or modification to this Agreement or any Price Quote shall be valid or binding upon the parties unless in writing and signed by an officer of each party. No failure or delay on the part of either party in the exercise of any right or privilege hereunder shall operate as a waiver thereof or of the exercise of any other right or privilege hereunder, nor shall any single or partial exercise of any such right or privilege preclude other or further exercise thereof or of any other right or privilege.
- 10.4 Non-Assignable. No right or obligation of Customer under this Agreement may be assigned, delegated or otherwise transferred, whether by agreement, operation of law or otherwise, without the express prior written consent of Testing Lab, and any attempt to assign, delegate or otherwise transfer any of

Business Relationships- Gulf Shore Remedies -Attachment to Exhibit 11, Section 11.5

Customer's rights or obligations hereunder without such consent shall be void. Subject to the preceding sentence, this Agreement shall bind each party and its permitted successors and assigns. Testing Lab may assign any of its rights or obligations under this Agreement without the consent of Customer.

- 10.5 Remedies. All rights and remedies hereunder shall be cumulative, may be exercised singularly or concurrently and, unless otherwise stated herein, shall not be deemed exclusive. If any legal action is brought to enforce any obligations hereunder, the prevailing party shall be entitled to receive its attorneys' fees, court costs and other collection expenses, in addition to any other relief it may receive.
- 10.6 Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder must be in writing and delivered by recognized overnight courier service with tracking capabilities to the applicable party at address set forth at the set forth below:

If to Gulf Shore: Gulf Shore Remedies, LLC

13310 Mary Ann Beach Rd

Fairhope, AL 36532 Attn:

President and CEO

If to Testing Lab: Alabama Lab Testing

123 Anywhere Street Anywhere, AL 12345

Attn: John Doe CEO

- 10.7 Force Majeure. Both parties shall be excused from performance under this Agreement and any related Price Quote (except for any payment obligations) for any period to the extent that a party is prevented from performing any obligation, in whole or in part, as a result of causes beyond its reasonable control and without its negligent or willful misconduct, including without limitation, acts of God, natural disasters, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third party nonperformance, or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment.
- Construction. The captions and section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.
- Counterparts. This Agreement and any Price Quote may be executed in several counterparts, all of which shall constitute one agreement.
- 10.10 No Third Party Beneficiaries. Nothing in this Agreement and any Price Quote is intended or shall be construed to give any person, other than the parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement and/or any Price Quote or any provision contained herein or therein.
- Relationship of Parties. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise,

between the parties, and the parties shall at all times be and remain independent contractors. Except as expressly agreed by the parties in writing, neither party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.

License Type: Cultivator

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Agreement Effective Date.

#### Gulf Shore Remedies LLC

By:		
A. A	(Signature)	
Name:		
Name:	(Print)	
Title:		
700	(Print)	47

#### Alabama Testing Lab, LLC

By:		
	(Signature)	
Name:		
	(Print)	
Title:		
	(Print)	

# SCHEDULE A-1 BULK PRICING TESTING SERVICES PRICE QUOTE

State Test Package - Requirements	
Flower (Usable Cannabis) - Standard Potency, Terpene Analysis, Moisture Content, Foreign Matter	
Inspection, Microbial Screen, Mycotoxin, Water Activity, Heavy Metal Screen, and Pesticide Residue	\$495
Analysis	
Concentrate (Medical Cannabis Concentrate non-solvent) - Standard Potency, Terpene Analysis,	\$450
Microbial Screen, and Pesticide Residue Analysis	<b>9430</b>
Concentrate CO2 Extractor (Medical Cannabis Concentrate solvent based) - Standard Potency, Terpene	\$450
Analysis, Microbial Screen, and Pesticide Residue Analysis	<b>9430</b>
Concentrate (Medical Cannabis Concentrate solvent based) - Standard Potency, Terpene Analysis,	\$450
Microbial Screen, Residual Solvent Test, and Pesticide Residue Analysis	<b>9430</b>
Infused (Medical Cannabis Product) - Standard Potency, Terpene Analysis, Microbial Screen, and	\$425
Pesticide Residue Analysis	5423
Dilutions (Medical Cannabis Product) - Standard Potency and Terpene Analysis	\$150
Cannabinoids	
Standard Potency - THCA, THC, CBDA, CBD, CBN & CBG	
Extended Cannabinoids - 11 each	\$90
Terpenes	
Standard Terpenes - 10 each	
Extended Terpenes - 38 each	\$90
Microbiological	
Standard Microbiological	\$125
Mycotoxins	\$55
Residual Solvent Analysis	\$90
Pesticides	\$275
Heavy Metals	\$110
Foreign Matter Inspection	\$35
Moisture Content	\$40
Edibles, Cartridges and Capsules Add-On	\$15
Consulting (per hour) - Free	\$0
Sample Pick-Up	\$75
Sample Time	\$0
Stability Tests	\$195
Flower Genetics Program - Free	
Analyte Consulting Program - Free	
and the state of t	
Term of Contract	None
Turn Around Time	3 - 5 Business Days
Billing Cycle	After each Test
Pick Ups per Week	Minimum 2 Per
1 ick ops per week	Week
Stability	No Prepayment
Stability	Needed

# Exhibit 12 - Standard Operating Plan and Procedures

# Verification

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

Tynes Stringfellow	Tynes Stringfellow CEO
Printed Name of Verifying Individual	Title of Verifying Individual
	12/14/2022   7:37 AM PST
Signature of Verifying Individual	Verification Date

# Introduction

We will provide complete physical or digital copies of our SOPs, and any other business documentation, to the Alabama Medical Cannabis Commission ("the AMCC") as requested. In addition to the compliant standard operating procedures ("SOPs") listed directly below, we have provided for subsections 12.3 – Quality Control and Quality Assurance Plan, 12.4 – Contamination and Recall Plan, 12.11 – Security Plan, and 12.13 – Engineering Plans and Specifications, in our application materials as exhibits 22, 23, 18, and 17, respectively, as requested by the AMCC cultivator application guide.

# 12.1 - IT Plan

Accurate Recordkeeping: We will obtain, install, and maintain our internal tracking systems through a third-party inventory system Dutchie, 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 Dutchie inventory tracking system will feature all capabilities necessary to comply with the applicable requirements and more. Ala. Code § 20-2A-60. Our Dutchie system includes software solutions for our facility's front-and back-of-house, plus a kit of essential hardware to streamline our inventory experience. We will use Dutchie to track sales, internal inventory, and to integrate traceability with Metrc for all inventory functions.

# 12.2 - 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 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 for 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.

For packaging at our cultivation facility, we will utilize Elevate Packaging. Elevate Packaging offers custom sustainable packaging that is compostable and can be vacuum and heat sealed.

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.

# 12.3 - Quality Control and Quality Assurance Plan - Provided at Exhibit 22

# 12.4 - Contamination and Recall Plan - Provided at Exhibit 23

# 12.5 - Criminal Activity

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. Fortunately, our Director of Security ("DOS") is a former Baldwin County Sheriff's department Deputy and Investigator who already has a close relationship with the local law enforcement in Baldwin County, where our facility is located. We will leverage his already strong relationship to develop efficient communications with local law enforcement to report any criminal activity immediately and effectively.

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 Law Enforcement Agency ("ALEA"), 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 critical violation that could pose a clear and present 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 hours of continuing education of medical cannabis education and no less than five 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"), DOS, and HR Director. 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 two years after providing the notification.

Preservation of Cannabis and Maintaining Access: We will always maintain a plan, reviewed at least annually, with 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 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 in compliance with DEA requirements for Schedule I controlled substances-in a securely locked safe or steel cabinet bolted to the ground within our secure storage room. CFR 21 § 1301.71-1301.77.

# 12.6 - 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 Guards will train staff on safe responses 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:** 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).

Maintain Patient Access: In the aftermath of an emergency, we are committed to reasonable steps to maintain medical cannabis access 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 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 - 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. Further, we will offer rehabilitation services to our employees who are struggling to maintain a lifestyle free from drugs and alcohol while working. Employees will be offered a program that they can attend and if completed, return to work at our facility. We understand that some employees only need the opportunity to live a clean lifestyle and if provided, will take the opportunity to leave drugs and alcohol behind.

At our facility, 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. All staff may be subject to random drug screenings, which can serve as a deterrent for employees who may otherwise partake.

We will have the proper 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 specifically about 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 AMCC 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 - 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. Our Strategic Advisor Jim Diorio has experience with OSHA training and implementation. He will support our COO and CCO to develop OSHA training materials and will confirm the effectiveness of said materials and related policies. 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 the 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 SOPs regarding employee safety so 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 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 HACCP 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. We will require PPE be used when participating with certain aspects of infusion. 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 - 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 COO will oversee our compliant and confidential record keeping system. The CCO will also perform regular audits of our records and update SOPs 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 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.

We will rely on our Strategic Advisor Jim Diorio, President and CEO of J3 Global, Inc., a Global Security consulting company focused on providing complete security and investigative solutions to individuals and corporations alike who brings over 30 years of experience in cybersecurity to our management team, to develop trainings on cybersecurity and review IT protocols. His professional experience with sensitive data in highly regulated industries will help our staff develop top-of-class security protocols and implement mitigation procedures that set our company apart from competitors. Upon licensure approval, we may contract with additional 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. 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 will be retaining 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 confidentiality 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 will be made available to the AMCC by request and to law enforcement agencies, as necessary.

HIPAA security consists 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 - Waste Disposal Plan

We are committed to providing a clean and safe experience for not only medical cannabis patients but for our employees and visitors as well. 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 usable 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 Alabama state regulations. Ala. Code § 22-27; Ala. Code § 22-30; 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.

Our SOPs 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 quantities of water to locations through the facility and convey sewage and waste from the facility without cross contamination of potable water and waste.

We will utilize Waste Management ("WM") to provide waste pickup and disposal services for our facility. Their local pickup services in Birmingham already have routes that

will easily access our facility location and our facility employees can collect waste and dispose of it in cans/dumpsters as they would at home. Our staff will safely 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 two 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.

# 12.11 - Security Plan - Provided at Exhibit 18

# 12.12 - 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 initially cultivate 3,000 cannabis plants annually at our facility, within 14,280 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 but will be derived from cannabis plants that have a high likelihood of producing medical cannabis. Ala. Admin. Code r 80-10-21-.02.19; Ala. Admin. Code r. 80-14-1-.07.01. We will maximize the therapeutic potential of the medical cannabis we grow by using industry best practices and top-of-the-line genetics, including the cultivars Gelato Sunrise, Yuzu Euphoria, and Lime Glow.

**Methods of Cultivation:** Our intended method of cultivation will employ a hydroponic system that utilizes a hanging flowering canopy system, Neocision DuoMax 1030 LED lighting, and coconut coir ("coco") and perlite growing medium as our primary substrate in addition to 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 seeds approved by the Commission to utilize 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 sprouted seedlings and 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 the flower Room, cultivation technicians 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 technicians 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 technicians 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 technicians using our automated irrigation system will water plants according to a predetermined schedule and apply fertilizer and nutrient mixes according to

detailed SOP instructions. 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 the growing 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 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 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.

# 12.13 - Engineering Plans and Specifications - Provided at Exhibit 17

# 12.14 - Chain of Custody, Inventory, and Tracking 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, Dutchie, 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 the 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 tracking 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. Management will next physically move them to the dispensing area, which is a restricted access area located behind the sales counter, separate from the limited access retail sales area. 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 tracking 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.

Tynes Stringfellow	Tynes Stringfellow CEO	
Printed Name of Verifying Individual	Title of Verifying Individual	
	12/14/2022   7:37 AM PST	
Signature of Verifying Individual	Verification Date	

#### MANUAL SUMMARY

GULF SHORE REMEDIES LLC's Manual contains more than 25 pages and because of this, the Applicant is required to provide a summary in no more than 5 pages. The Policies and Procedures Manual contains information to specifically inform our employees on how to perform important functions of their jobs, including safety documentation, opening and closing the location, accepting and managing payment, handling product refunds, maintaining a safe and secure workplace, and carrying out other important functions related to our employees. Some of the policies included herein are our most important employment policies, and they are also available for reference in our Employee Handbook. The Table of Contents gives a complete overview of the entire Policies and Procedures Manual.

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# **GULF SHORE REMEDIES LLC**

POLICIES AND PROCEDURES MANUAL

#### STANDARD OPERATING PROCEDURE

#### ODOR CONTROL MONITORING PROTOCOL

#### 1. POLICY

It is the policy of Gulf Shore Remedies to limit the amount of odor emissions from facilities.

# 2. SCOPE

It is the responsibility of the Director of Cultivation and the Chief Operations Officer, or their designee, to ensure that all odor emissions are within allowable ranges.

#### 3. HVAC SYSTEM

- 3.1 Gulf Shore Remedies has installed and operates an activated carbon system.
- 3.2 One complete set of activated carbon filters is maintained at the Cottage Grove facility and is available to replace the in-use carbon.
- 3.3 The activated carbon is charged on an as needed basis.
- 3.4 Records of changes to the activated carbon are kept near the filter by the Director of Facilities.
- 3.5 Gulf Shore Remedies has installed a duct that connects the exhaust stack with a location inside the building on the administrative side of the building.

#### 4. PHOTOIONIAZATION DETECTOR

4.1 Gulf Shore Remedies has installed a PID downstream of the activated carbon system to measure hydrocarbon concentrations in the exhaust air.

4.2 The PID was installed, cleaned, maintained and calibrated in accordance with specifications.

- 4.3 The hydrocarbon concentrations shall be continuously measured and recorded at City-approved intervals, currently set at every two (2) hours, to identify the lifespan of the carbon filter.
- 4.4 Records of hydrocarbon concentrations shall be made available upon request.
- 4.5 The PID is operated during these periods to establish the baseline concentration and thereby identify the carbon filter replacement intervals. Upon approval by the City Engineer, the activated carbon will not be replaced when the pre-filter is replaced. Nasal Ranger readings will be conducted as instructed (See Odor Emission Management) starting on the day the pre-filter is changed. Nasal Ranger readings and PID measurements will continue until breakthrough is recorded. Gulf Shore Remedies will then propose and seek approval from the City for a breakthrough concentration based on these results.
- 4.8 All waste materials generated and all raw materials shipped to the facility are stored inside the facility in such a manner that odors generated from handling or storing of these materials are collected in the building's ventilation system and vented through the activated carbon.

#### **ODOR EMISSION MANAGMENT**

#### 1. POLICY

The presence of odor generated from Gulf Shore Remedies facilities that may affect the surrounding community must be measured.

#### 2. SCOPE

This Protocol for Odor Monitoring presents the basic methods for selecting odor monitoring locations, identifying ambient odor, describing ambient odor character, quantifying ambit odor concentration, observing the immediate microclimate conditions, and recoding the data collected during monitoring procedure.

#### 3. REFERENCES

- 3.1 The odor emission management practices outlined in this document were written in reference to the following:
  - a. Operating Manual for the Nasal Ranger Filed Olfactometer, v. 6.2.
  - b. Aerial photograph/Google Map of the property and the properties surrounding the production facility.

#### 4. INSTRUMENTS AND MATERIAL REQUIRED

- 4.1 Nasal Ranger ® Field Olfactometer
- 4.2 Field Data Sheets

#### 5. DEFINITIONS

5.1 **Dilution-to-Threshold (D/T)** is odor concentration and is a dilution ratio measured as the number of dilutions of odor filtered air needed to make the odorous ambient air "non-detectable."

D/T = (Volume of Filtered Air)

(Volume of Ambient Air)

- 5.2 **Field Olfactometer** is a portable odor detecting and Dilution-to-Threshold (D/T) measuring device.
- 5.3 **Microclimate** includes the temperature, wind speed, and wind direction of the local vicinity that will be measured and recorded by a local meteorological station at or near the Facility.
- 5.4 **Odor Descriptors** are the words that are universally associated with exemplars (real things) and are grouped into generally accepted categories.
- 5.5 **Odor Monitoring Location** is a specific intersection, driveway, street address, and point on the roadway shoulder, etc., which is legally accessible, for the purposes of stopping and observing the ambient air and recording the observation(s).
- 5.6 **Odor/Non-Odor Observation** is a set of recorded measurements at one location utilizing the olfactory senses, a field Olfactometer, and a hydrogen sulfide analyzer.

#### 6. INTRODUCTION

This Protocol describes the procedure to be utilized to conduct odor monitoring. The odor monitoring data that is collected, combined with data from testing of actual air/gas emissions from the facility, will document conditions, assist in

identifying air emission sources, document changes in overall air quality related

to the facility, and determine the status or compliance within applicable

standards.

7. SUMMARY OF METHOD

To monitor the presence of odor generated from the facility, it is necessary to

conduct "observations" around the premises at monitoring locations.

Monitoring locations will be located inside the mechanical room of the facility and

at select locations around the perimeter of the facility and its property lines. Each

monitoring location represents a vicinity or local area of the community

surrounding the facility. Subsequent to the initial selection of monitoring

locations, the locations may be changed, or additional monitoring locations may

be added at the request of the City. Furthermore, additional locations may be

added, based on the judgment of the inspector, if odor is observed at locations in

addition to the initial locations or in between the existing locations.

Monitoring locations:

a. Inside facility – at blast gate to carbon filtered exhaust airstream (filtered

air just prior to leaving facility).

b. Exterior – North property line

c. Exterior – South property line

d. Exterior – East property line

e. Exterior – West property line

In the event that extreme odor is observed in the ambient air in an area

surrounding the facility by public safety or emergency personnel servicing the

community, the designated inspector(s) may be contacted directly via telephone

to conduct emergency odor monitoring. The public safety or emergency personnel officer shall prepare a summary their observations, which shall be attached to the "Field Date Sheet" prepared by the designated inspector(s).

The designated inspector(s) shall observe the ambient air at the monitoring locations to determine if odor is present. If odor is not present, the inspector will note and record the absence of odor on the "Field Data Sheet." Because meteorological conditions vary throughout a 24-hour day, the monitors will conduct observations at various times. Variations in meteorological conditions will be considered when selecting the observation times. Therefore, the inspector will conduct the observations at times and on days that will represent a broad base of meteorological and operational conditions.

The inspector will record weather conditions and all odor and non-odor measurements on the "Field Data Sheet" utilizing the olfactory senses and field Olfactometer. Noteworthy activities and other observations, including dust, smoke, mist, etc. will also be noted and recorded on the "Field Data Sheet" and on supplemental pages as needed.

#### 8. PROCEDURE

- 8.1 Fill in the Date, Name, and Weather condition(s) on the Field Data Sheet.
- 8.2 Proceed to the 1st Monitoring Location and record the time and location code number or location description.
- 8.3 At the 1<sup>st</sup> Monitoring Location (mechanical room), use the Nasal Ranger Field Olfactometer and follow the operating procedure in the Nasal Ranger Operations Manual to determine the ambient odor concentration.
- 8.4 If odor is present at the 1<sup>st</sup> Monitoring Location, note the "Odor Descriptors" that are recognizable immediately after inhaling through the Field

- Olfactometer set on a "Blank" position (sniffing odor-free filtered air). Record the code number(s) of the Odor Descriptors on the Field Data Sheet.
- 8.5 Record comments on the Field Data Sheet for the 1<sup>st</sup> Monitoring Location, i.e. probable sources and causes of the observed odor, if applicable.
- 8.6 After gathering and recording data at the 1st Monitoring Location, inspector(s) will proceed outside to take a second air sample.
- 8.7 The outdoor sample will be taken downwind of the facility at one of the four indicated outdoor monitoring locations.
- 8.8 If odor of the exterior Monitoring Location is observed to be greater than or equal to 2 D/T, Gulf Shore Remedies shall notify the City. If odor of the exterior Monitoring Location is observed to be greater than or equal to 4 D/T, Gulf Shore Remedies will immediately replace the carbon in the filtration system.
- 8.9 At the completion of sample gathering, sign the Field Data Sheet and proceed to investigate probable odor sources and causes. Record the observations of the investigations on supplemental pages for the Field Data Sheet. Date/Time mark and sign the supplemental pages of the Field Data Sheet(s).

# 9. JUDGMENT BY INSPECTOR

- 9.1 The inspector(s) will be expected to make the following judgments:
  - a. The presence or absence of an odor at a specific Monitoring Location.
  - b. The D/T setting where odor is first observed on the Field Olfactometer.
  - c. The selection of Odor Descriptors that characterize the observed odor.
  - d. The description of weather conditions.

- e. The investigation of the probable sources and causes of observed odor.
- f. The scheduling of the monitoring (should occur bi-weekly). Scheduling is subject to change.
- g. The addition, substitution, and deletion of odor monitoring locations.
- h. Requesting consultation regarding the above decisions.

#### **CROP INPUT AND WASTE ESTIMATES**

#### 1. POLICY

This policy serves to document crop input and waste practices.

#### 2. SCOPE

It is the responsibility of the Director of Cultivation to ensure that all crop input and waste documentation policies are followed.

#### 3. CROP INPUTS

3.1 Crop Inputs are captured on a specifically-designed Crop Input form located in Propagation for hand-watering and in the Irrigation Room for Automated irrigation (See Propagation Room and Irrigation Room) Actual inputs are documented.

#### 4. ESTIMATED CROP INPUTS

4.1 The Director of Cultivation or designee will calculate the estimated monthly and quarterly quantity of all crop inputs used in production. The estimate may be based off actual past input data. Finalized data must be electronically stored and accessible to the Director of Compliance and Regulatory Affairs.

#### 5. WASTE GENERATED

5.1 Waste Logs located in the Quarantine capture actual plant waste and medical cannabis waste volumes. (See <u>Operation of Waste Grinder</u>).

#### 6. ESTIMATED WASTE GENERATED

6.1 The Director of Cultivation or designee will calculate the estimated quantity of waste material generated. The estimate may be based off actual past waste

data. Finalized data must be electronically stored and accessible to the Director of Compliance and Regulatory Affairs.

# 7. APPLIED CROP INPUT LABELS

- 7.1 It is the responsibility of the Director of Cultivation to provide copies of all labels of applied crop inputs to the Director of Compliance and Regulatory Affairs.
- 7.2 It is the responsibility of the Director of Compliance and Regulatory Affairs to update the Material Safety Data Sheets (MSDS) binder with copies of all labels of applied crop inputs.

# PERSONNEL, RECORDS, SAFETY, AND SECURITY IN CULTIVATION

#### 1. POLICY

All activities and personnel involved in cannabis cultivation are closely monitored by security. As the foundation of medicinal product, it is important that cannabis plants remain safe from biosecurity hazards and that access to the plants is limited. As a cultivation operation, it is also important that personnel feel safe in their work environment. Work safety includes not only personal safety, but also keeping the company and staff safe through anti-diversion techniques.

### 2. SCOPE

It is the responsibility of the Director of Cultivation to ensure that all safety and security guidelines are practiced in the cultivation areas. These policies apply to all Gulf Shore Remedies personnel, including those not regularly assigned to the cultivation area.

#### 3. ACCESS TO CULTIVATION OPERATIONS

#### 3.1 Personnel Access

- a. All personnel assigned to work regularly in the cultivation area will be given access to cultivation work spaces by the Director of Security, or designee.
- b. Access to cultivation areas requires a retinal scan and a picture identification card specifically programmed to allow access into the cultivation area. Access will be granted upon employment with the company.
- c. Other personnel may also have access to the cultivation area and access will be determined on a case-by-case basis.

d. Unauthorized access will be reported by security to the employee's supervisor for possible discipline.

#### 3.2 Guest access

- a. Personnel are not allowed to bring guests into the cultivation area without the prior permission of the CEO, CMO or COO.
- b. Guest tours may be arranged and approved by the CEO, CMO, or COO.
- c. Visitors to processing and handling areas shall wear appropriate protective clothing and adhere to all personal hygiene provisions.

#### 4. PERSONNEL

# 4.1 Knowledge

- a. Horticultural staff should have adequate knowledge of cannabis. This should include botanical identification, cultivation characteristics and environmental requirements (growing medium, pH, EC, fertility, plant spacing and lighting requirements), as well as the means of pruning techniques, harvest, and storage.
- b. Horticultural staff involved in the propagation, cultivation, harvest and post-harvest processing stages of medicinal plant production should maintain appropriate personal hygiene. Personnel who handle medicinal plant materials shall maintain a high degree of personal cleanliness and, where appropriate, wear suitable protective clothing and gloves and footwear. Personnel should always wash their hands at the start of handling activities and after handling medicinal plant or contaminated materials.
- c. All personnel known, or suspected, to be suffering from or to be a carrier of disease or illness likely to be transmitted through cannabis plant

material should take appropriate precautions to avoid contamination of medicinal plant materials. Persons suffering from disease or illness shall report to management.

# 5. RECORDS (DUTCHIE)

5.1 The Dutchie software utilizes a cloud-based server for batch information storage.

### 5.2 Dutchie Global Instructions:

- a. The software is split into two operations: Growing and Packaging. All steps prior to 3<sup>rd</sup> party laboratory sampling are performed in the Grow operation, and all subsequent steps are performed in the Packaging operation. These operations are accessed by a drop down menu at the top of the screen after successful login.
- b. When cannabis material is moved between different rooms, it must be recorded on Dutchie using the Grow/Plants/Manage Plants pathway.
- c. A process involving a quantification of cannabis material (seed/clone count, plant death, non-viable seed/clone, determination of male plant, weight of waste, unfinished, or finished product, etc.) requires verification. Verification is completed by the written record and signature of the employee who completes quantification.

## 6. BIOSECURITY

#### 6.1 Prohibition on Chemicals

a. The Director of Cultivation must first approve chemicals that will be brought into the cultivation areas. The Director of Cultivation is responsible to limit acceptance of chemicals to only chemicals that were purchased or approved, in containers that are not damaged and are clearly

and properly labeled and legible (name of product, active ingredient(s), concentration, manufacturer's name and contact information).

b. All chemicals must be applied by the appropriate person as identified by the Director of Cultivation and according to label instructions and must be stored appropriately.

c. Personnel are strictly prohibited from bringing chemicals into the cultivation area unless instructed to do so for work purposes.

### 6.2 Uniforms

a. All personnel are required to wear uniforms provided by the company when working in the cultivation area. Uniforms will be assigned to each individual employee.

b. Uniforms are not allowed to leave the facility at any time, except when taken to be cleaned. Uniforms worn outside the facility must not be worn again.

c. Employees are required to wear shoes that have not been outside the facility. Employees will be provided shoes by the company or may purchase shoes for their own use. All shoes must be kept in the locker room after the work day has ended and must not leave the facility or ever be worn outside the facility.

# 7. PERSONAL PROTECTIVE EQUIPMENT

# 7.1 Eyewear

a. UV eyewear is provided to every employee that will be working in rooms with bright lighting. This eyewear is encouraged to be worn at all times when working in rooms with bright lighting.

### 7.2 Skin covers

a. Gloves will be provided to employees for use when working with plant material.

b. Gloves must be worn during harvest and curing.

c. Personnel will also be provided with arm covers for use when working with plant material to prevent oils from sticking to skin. If oils do contact the skin, personnel will be required to clean off any cannabis oils using appropriate methods.

### 8. PROHIBITION ON DIVERSION

# 8.1 Consequences

- a. An employee of a medical cannabis business who intentionally diverts medical cannabis to a person not approved by the registry program may be guilty of a felony.
- b. An employee who intentionally diverts product from the cultivation area will be subject to immediate termination.

### 8.2 Diversion Inspections

- a. It is the responsibility of the Director of Cultivation, or an assignee of the Director of Cultivation, to do a daily inspection of the cannabis plants to detect suspected diversion.
- b. The diversion inspection includes a visual inspection of each plant for noticeable and unexplainable parts of the plant that may be missing. The inspection also includes a daily count of all plants to ensure that no whole plants are missing.

c. The Director of Cultivation is responsible for the creation and maintenance of a diversion inspection record for the plants. The record must include the date, time, initials of the employee conducting the inspection, description of any discrepancy, and corrective action. Blank and in use forms should be kept in the propagation room and completed forms should be kept by Director of Cultivation.

d. If part of the plant is missing and cannot be explained, the Director of Cultivation must immediately report the incident to the Director of Security, or designee, Chief Operations Officer, and the Director of Compliance and Regulatory Affairs for an internal investigation.

## **PROPAGATION ROOM**

#### 1. POLICY

The propagation room produces cannabis plants that are cloned and grown by cutting from a mature plant. The propagation room is accessed only by employees who are assigned to the room or who are there for business purposes.

#### 2. SCOPE

It is the responsibility of the Director of Cultivation to ensure that the procedure in this SOP are followed by all personnel engaging in activity in the propagation room.

### 3. CLONES

# 3.1 Creating Clones

- a. The Director of Cultivation, or assignee, will train all employees who will create clones on the proper techniques and procedures to create a clone.
- b. Clones are created by taking a cutting from a "mother" plant.
- c. Mother plants are selected cultivars chosen for desired genetics for the production of cannabis and maintained indefinitely to source desired traits.

# 3.2 Cloning Procedure

- a. Create inventory labels for each plant in batch of clones in Dutchie and enter new clones into daily plant inventory record. Take 10-20% more clones than needed for the batch in case of failure, runts, or need for mothers.
  - a. From Start Page Click on "I want to access my Cultivation".

- b. On the Cultivation Start Page Click on "Manage Plants"
- c. Click on "Add Plants/Clones to inventory"
- d. Click on "[Create Lot #]" in the bottom right of screen
- e. Select the Strain you wish to add to inventory from the Strain drop down.
- f. Name the new Lot No. as (strain number) followed by (phenotype number) followed by (the date the plants will be added to inventory). SS.PP-MM.DD.YY (ex. 08.03-01.30.17)
- g. Click on "Create New Lot"
- h. Select plant type as "plant"
- i. Enter the number of plants to be created in inventory
- j. Assign the plants to a room and bench. Ex. for cuttings select -Propagation/Veg and Prop: Racks.
- k. From the Select a Label drop down Select "Plant Label"
- l. From the Print to drop down Select "Directly to Printer"
- m. In the bottom right corner click on "Create Inventory"
- b. Assign mothers to each clone in Dutchie
- c. Prepare 2" pots.
  - a. Each plant will have its own tag to indicate its unique plant number and the batch to which it belongs
  - b. Fill each pot with a mix of 3 parts coco to 1 part perlite.

 Water pots through with seedling/clone nutrient. Mix nutrient if needed. (Refer to nutrient mixing for handwatering procedure below)

- d. Dibble hole in pots for clone.
- e. Fill small glass with clone gel (never dip clones directly into clone gel container as it may contaminate the entire container).

### f. Create clones

- a. Wear gloves and use sanitized & sharp pruners.
- b. Cut clones to length of approximately 4-5".
- c. Trim off bottom growth, trim large top fan leaves if needed, and trim bottom stem at a 45 degree angle right below a node unless instructed otherwise.
- d. Be sure to take clones of correct strain/phenotype (match up tags) as well as from the correct mother plant.
- e. Cut clones and place cut ends into clean pitcher of clean temperate tap water.
- f. Dip 0.5"-1.0" of stem end of clone into rooting gel ensuring good coverage of at least one node which will be stuck into growing medium.
- g. Stick cut/dipped end into hole of growing medium and firm into place.
- g. Cover tray of clones with hood immediately and remove hood to stick more clones.

- h. Once tray is full, put hooded flat on rack under fluorescent lights.
  - a. Use consistent rows and count in trays for easy inventory.

### i. Clean up

- a. Discard unused clone gel from small glass into trash and rinse glass clean.
- b. Clean, sanitize, and put away pruners.
- c. Put away coco, extra trays, hoods, and any other supplies.
- d. Wash work cart.
- e. Sweep up.
- j. Swap hoods for dry hoods daily: put extra clean hoods on rack underneath new trays of clones for swapping.
- k. Check for failed clones daily. If found, destroy using plant waste procedure (Cultivation Input and Waste, Operation of Waste Grinder) and remove from inventory system and inventory count (Refer to Inventory Software- Removing Plants from Inventory procedure below.)
- l. Check cuttings after 7 days to see if roots have formed. Roots usually form between 7-14 days.
- m. Once roots are formed, remove hoods. Check on cuttings throughout the day and replace hoods if plants need a slower transition into the less humid environment.
- n. Allow cuttings to "harden off" and root into containers until ready for first transplant.

o. Move rooted cuttings under MH or HPS lights 1-5 days after hardening off.

#### 4. TRANSPLANTS

# 4.1Timing of Transplants

a. Clones are transplanted once 50-75% of the container has root mass (approximately 2-3 weeks). Proper timing of transplanting is overseen by Director of Cultivation.

# 4.2 First Transplant—Transplanting Rooted Clones

- a. Print labels for each plant in the production batch or each plant to be transplanted and stick tag on container (Usually 0.25 or 0.50 gallon grow bag) (Refer to Inventory Software—Printing Labels procedure below).
  - i. Update the growth stage and location in Dutchie. (Refer to Inventory Software—Changing Plant Info procedure below.)
- b. Gently remove rootball from container.
- c. Match label of old container and new container.
- d. Repot plant into new container using hydroponic coco coir growing medium ensuring that the existing rootball is not showing and that the coco is firmed into the container.
  - i. Leave 0.5-1" between the top of the bag and the coco surface.
- e. Put plants under HID lights (MH or HPS) in propagation room. Lights (either HID or fluorescent) are on in the propagation room for 24 hours a day to keep the plants in their vegetative state.

 a. Water in cocoa with veg nutrient mix plus Orca until 10-20% runoff is produced. (Refer to nutrient mixing for hand-watering procedure below)

# f. Clean up

- i. Put away coco and other supplies.
- ii. Sweep up potting area.
- g. Check water needs of first transplants daily and water manually as needed.
- h. Prune plants as needed for desired plant structure and growth manipulation.
- i. First transplants are grown in a vegetative state for 2-4 weeks.

# 4.3 Second Transplant

- a. Print labels for each plant to be transplanted and stick tag on container
   (Usually 1 or 2 gallon grow bag). (Refer to Inventory Software—
   Printing Labels procedure below).
  - i. Update the growth stage and location in Dutchie. (Refer to Inventory Software—Changing Plant Info procedure below.)
  - ii. When performing second transplant of a production batch, transplant the number of plants to go into flower, leaving the weakest plants behind. The rest will remain as mothers or will be culled.
- b. Gently remove rootball from container.
- c. Match label of old container and new container.

d. Repot plant into new container using hydroponic coco coir growing medium ensuring that the existing rootball is not showing and that the coco is firmed into the container.

- i. Leave 0.5-1" between the top of the bag and the coco surface.
- e. Set up auto necessary number of automatic irrigation tables in propagation. Do not connect tables using hoses unless otherwise instructed.
- f. Place plants on auto irrigation tables under HID (HPS or MH) lights in the propagation room. Lights (either HID or fluorescent) are on in the propagation room for 24 hours a day to keep the plants in their vegetative state.
  - i. 10 plants per table with labels facing the aisles unless otherwise instructed.
- g. Turn on necessary lights if they are not already on.
- h. Water in coco with veg nutrient mix plus Orca until 10-20% runoff is produced. (Refer to nutrient mixing for handwatering procedure below)
- i. Clean up
  - i. Put away coco and other supplies.
  - ii. Sweep up potting area.
- Check water needs of second transplants daily and water manually as needed.

k. When plants need consistent watering, hook up plants to automatic

irrigation on tables to be watered by a controlled drip irrigation

system. (See Irrigation Room)

l. Prune plants as needed for desired plant structure and growth

manipulation.

m. Second transplants are grown in the Propagation Room in a vegetative

state for 1-3 weeks until ready to be flowered and moved into a flower

room.

4.4 Plant Maintenance of Transplants

a. Timely application of pruning techniques are employed to maintain

healthy, vigorous plants and to manipulate the plant structure for optimal

yields.

b. Pruning techniques include the removal of fan leaves, removal of sub-

canopy material, and pinching of growing tips.

c. The Director of Cultivation shall direct pruning activities and will maintain

a consistent training regimen to ensure proper techniques are utilized by

horticulture staff

d. Cultivators will scout all plants for insects, diseases, and cultural problems

daily.

e. Staking, tying and trellising are various practices employed to support the

structural stability of plants.

5. MOTHER PLANTS

5.1 Growth of Mother Plants

a. Mother plants are grown to provide a source of cuttings to be used in production of future plants of the same cultivar.

- b. Mother plants are cared for in the propagation room.
- c. Mother plants are carefully selected for production and should not be destroyed or moved unless at the direction of the Director of Cultivation or assignee.
- d. Manually water mothers daily, as needed.
- e. Prune mother plants for structure and cutting production as needed.
- f. Transplant mother plants as needed. (Refer to above transplanting procedure)
- g. Mother plants will grow perpetually to maintain genetics by cloning for new mothers once old ones become overgrown. No mother plants will be culled unless instructed by Director of Cultivation. Culled mother plants will be processed as plant waste. (Cultivation Input and Waste, Operation of Waste Grinder)

#### 5.2 Plant Maintenance of Mother Plants

- a. Timely application of pruning techniques are employed to maintain healthy, vigorous plants and to manipulate the plant structure for optimal health and cutting production.
- b. Pruning techniques include the removal of fan leaves, removal of subcanopy material, and pinching of growing tips.
- c. The Director of Cultivation shall direct pruning activities and will maintain a consistent training regimen to ensure proper techniques are utilized by horticulture staff

d. Cultivators will scout all mothers for insects, diseases, and cultural problems daily

e. Staking, tying and trellising are various practices employed to support the structural stability of plants.

### 6. MANUAL AND AUTOMATED IRRIGATION

- A drain-to-waste hydroponic system is utilized in the propagation room.
- Propagation is generally watered manually using nutrient in Brute barrels and pitchers or a pump with a hose attached.
- Each grow room (Propagation and three Flower Rooms) is equipped with four zones of automated irrigation serviced by two dedicated 550-gallon nutrient solution tanks located in the irrigation room. (Irrigation Room)
- The duration and interval of irrigation is programmed at a Rain Bird irrigation control panel at the back of each flower room. The duration is dictated by quantity of runoff observed. Targeted runoff is 20%. The interval is dictated by observed moisture content of growing medium in containers.
- Electric Conductivity (EC) levels of runoff are monitored weekly to ensure proper nutrient uptake confirmed by a consistent intake/output EC value.

# 1.1 Nutrient Mixing for Hand Watering

- a. Hand water plants that are not on automated irrigation.
- b. Generally, plants in propagation will need to be hand watered.
- c. Fill a Brute barrel to 40 gallons with RO water.

d. Locate nutrient recipe in the crop input binder located in the Propagation Room or Irrigation Room. Mix barrel of nutrient solution in either the Propagation or Irrigation Room.

- e. Following the recipe, accurately measure the nutrient components with a measuring cup being sure to agitate the container of concentrated nutrients before use. Nutrients are located on the nutrient cart in the Propagation Room and on the cart in the Irrigation Room with refills located in the Storage Room across from the Irrigation Room.
- f. Add each component individually to 40 gal of RO water and mix with designated mixing stick between additions.
- g. Rinse the measuring cup between measurements.
- h. Once all components of the recipe are added, check the EC and the pH. The target EC and pH are located on the recipe form. Adjust the pH as needed using pH Up or pH Down. Use a dropper to adjust pH; not much is needed to achieve the intended result. Record additions of pH Up and pH Down on crop input form.
- i. Wipe down bottles and cart after use to keep mixing areas clean.
- j. Water plants as needed until 10-20% runoff is achieved.
- k. Complete crop input form for input manually watered plants. Record nutrient recipe and quantity used on the Crop Input Form in the crop input binder, indicating which batches were watered.

### 6.2 Operation of Rain Bird Irrigation Controller

a. There is one Rain Bird located in each the Propagation Room, Flower Room1, Flower Room 2, and Flower Room 3

b. The Rain Bird controls the frequency and duration of automated irrigation.

- c. Each room has 4 stations (zones).
  - a. Each solenoid is labeled with a zone number. Those zone numbers correspond to the station numbers in the Rain Bird.
- d. The Rain Bird has 4 "Programs": A, B, C, D. Within each program, 6 watering start times can be programmed.
  - a. In order for a station to run, a start time must be present for that station under the indicated program.
  - b. The station will run for the programmed amount of time at each start time.
  - c. The stations water chronologically. For instance, if Program "A" has a start time of 7:15am and stations 1, 2, 3, and 4 all have watering times programmed, the program will begin by watering Station 1 first and then Station 2 and so on. The Stations run one at a time.

### e. <u>Programming Rain Bird</u>

- a. Decide the time when the plants will be watered and the duration of watering. The plants should have 10-20% runoff.
  - i. Calculating optimal daily runoff for a table = (0.0167 [flow rate per emitter])(# of emitters)(total minutes of irrigation per day)(0.20)
- b. Example 1: Set Zone 1 to run daily at 6:15am for 15 minutes and 3:15 for 10 minutes AND set Zone 2 to run daily at 6:15am for 16 minutes and 3:15 for 11 minutes

- i. <u>Set 6:15am watering</u>: Turn dial to "Set Watering Start Times"
- ii. Press the "Program Select" button until "Program A" is denoted on the screen.
- iii. Using +/- buttons, toggle the 1<sup>st</sup> start time to 6:15am. All other start times should be "OFF."
- iv. Set Station 1 (Zone 1) run time under "Program A": While still in "Program A," turn dial to "Set Station Run Times." Use the arrow buttons, be sure the display indicates Station 1 (Zone 1). Using the +/- buttons, toggle to 15 minutes. (Be sure it is in minutes, NOT hours.)
- v. Set Station 2 (Zone 2) run time under "Program A": While still in "Program A," turn dial to "Set Station Run Times." Use the arrow buttons, be sure the display indicates Station 2 (Zone 2). Using the +/- buttons, toggle to 16 minutes. (Be sure it is in minutes, NOT hours.)
- vi. <u>Set 3:15 pm watering</u>: Turn dial to "Set Watering Start Times"
- vii. Press the "Program Select" button until "Program B" is denoted on the screen.
- viii. Using +/- buttons, toggle the 1<sup>st</sup> start time to 3:15pm. All other start times should be "OFF."
  - ix. Set Station 1 (Zone 1) run time under "Program B": While still in "Program B," turn dial to "Set Station Run Times." Use the arrow buttons, be sure the display indicates Station 1

- (Zone 1). Using the +/- buttons, toggle to 10 minutes. (Be sure it is in minutes, NOT hours.)
- x. Set Station 2 (Zone 2) run time under "Program B": While still in "Program B," turn dial to "Set Station Run Times." Use the arrow buttons, be sure the display indicates Station 2 (Zone 2). Using the +/- buttons, toggle to 11 minutes. (Be sure it is in minutes, NOT hours.)
- xi. Turn dial to "Auto Run" and the stations will run as scheduled.
- c. Example 2: Set Zone 1 to run daily at 6:15am for 15 minutes and 3:15pm for 15 minutes. Zone 1 is the only zone in the room. This will not always be the case.
  - i. Turn dial to "Set Watering Start Times"
  - ii. Press the "Program Select" button until "Program A" is denoted on the screen.
  - iii. Using +/- buttons, toggle to 6:15am
  - iv. Press the right arrow and it will show a second watering start time. Using +/- buttons, toggle to 3:15pm. Since the station is to run for 15 minutes at both times, they can be on the same program.
  - v. Turn dial to "Set Station Run Times."
  - vi. Using the arrow buttons, be sure the display indicates Station 1 (Zone 1).

- vii. Using the +/- buttons, toggle to 15 minutes. (Be sure it is in minutes, NOT hours.)
- viii. Turn dial to "Auto Run" and the stations will run as scheduled.
- d. After harvesting a zone, be sure to ZERO OUT any programmed station run times for the harvested zone or the irrigation will proceed as normal and a big mess will happen.
- f. Manual Station: Use to run irrigation a single Station (Zone)
  - a. Turn dial to "Manual Station."
  - b. Using arrows under the display screen, toggle to desired Station (Zone).
  - c. Using + and keys, enter the time duration desired for that Station (Zone).
  - d. Hold down right pointing arrow key to turn Station ON (a sprinkler icon will appear on the display as well).
  - e. Turn dial to "Auto Run."
  - f. If the room has plants on programmed irrigation, keep dial on "Auto Run."
  - g. If there are no plants on programmed irrigation, turn dial to OFF after station has completed its irrigation.
- g. Manual Program: Use to run irrigation of an entire program. All zones in that program will water for the programmed amount of time.
  - a. Turn dial to "Manual Program"

- b. Using "Program Select" button, choose the program to run.
- c. Hold down right pointing arrow key to begin program (a sprinkler icon will appear on the display as well).
- d. Turn dial to "Auto Run." Leave dial on "Auto Run" if programmed waterings should proceed.

# h. Setting the Date

- a. Turn dial to "Set Date."
- b. Using arrows and +/- buttons, set the correct date.

# i. Setting the Time

- a. Turn dial to "Set Time."
- b. Using arrows and +/- buttons, set the correct time.

# 7. DIGITAL INVENTORY AND RECORDKEEPING PROGRAMS

# 7.1 Daily Inventory

- a. A daily inventory of plants is maintained in the digital inventory and recordkeeping programs (or applicable program).
- b. If a plant is moved, transplanted, or destroyed from a room for any reason, the removal must then be documented in the digital inventory and recordkeeping programs (or applicable program) and on the daily plant inventory form.

# 7.2 Inventory — Checking Inventory Summary

a. From Start Page - Click on "I want to access my Cultivation".

- b. On the Cultivation Start Page Click on "Print plant summary report."
- c. A PDF document will appear with the updated plant inventory.
- d. If you wish to print this document click on the Printer button followed by Print.
- e. Choose the Printer and Print.

# 7.3 Inventory —Entering New Inventory

- a. Enter new plants into digital inventory and recordkeeping programs the day cuttings are taken.
- Login into digital inventory and recordkeeping programs using your Username and Password.
- c. From Start Page Click on "I want to access my Cultivation".
- d. On the Cultivation Start Page Click on "Manage Plants"
- e. Click on "Add Plants/Clones to inventory"
- f. Click on "[Create Lot #]" in the bottom right of screen
- g. Select the Strain you wish to add to inventory from the Strain drop down.
- h. Name the new Lot No. as (strain number) followed by (phenotype number) followed by (the date the plants will be added to inventory). SS.PP-MM.DD.YY (ex. 08.03-01.30.17)
- i. Click on "Create New Lot"
- j. Select plant type as "plant"

- k. Enter the number of plants to be created in inventory
- l. Assign the plants to a room and bench. Ex. for cuttings select Propagation/Veg and Prop: Racks.
- m. From the Select a Label drop down Select "Plant Label"
- n. From the Print to drop down Select "Directly to Printer"

# 7.4 Inventory Software—Changing Plant Info

- a. From Start Page Click on "I want to access my Cultivation".
- b. On the Cultivation Start Page Click on "Manage Plants".
- c. Click on "Group Processing".
- d. Select the room the group of plants is in under the "Select Room" drop down.
- e. Search for the group in the search box to the right in the blue bar.
- f. Click on "Select All" or click on individual plants.
- g. Click on "Group Changes".
- h. Assign to a different room or bench, update plant stage, reprint labels then click "Update".

# 7.5 Inventory Software- Removing Plants from Inventory

- a. Plants may need to be removed from inventory because of death, pest, disease, or overstock
- b. From Start Page Click on "I want to access my Cultivation".
- c. On the Cultivation Start Page Click on "Manage Plants"

- d. Click on "Retire a Plant"
- e. From the Reason Code drop down select the reason (usually Overstock)
- f. Unplug the barcode scanner and turn on by pressing and holding down the small button until the scanner chimes.
- g. Click in the box titled "Scan Bar Code" so that the cursor is flashing
- h. Scan the label of the plant to be deleted
- i. For multiple deletions make sure the cursor is in the "Scan Bar Code" box after each scan.
- j. For large group deletions click on "Group Processing" instead of "Retire a Plant"
- k. Select the room the group of plants is in under the "Select Room" drop down
- l. Search for the group to be deleted in the search box to the right in the blue bar
- m. Click on "Select All"
- n. Click on "Group Changes"
- o. From the Retire Reason Code drop down Select a reason
- p. Scroll down and click "Update"
- 7.6 Inventory Software- Printing Labels
  - a. From Start Page Click on "I want to access my Cultivation".
  - b. On the Cultivation Start Page Click on "Manage Plants"

- c. Click on "Reprint a Plant/Clone Tag"
- d. Click on the Tab labeled "Reprint Plant Labels"
- e. Select the Batch you wish to reprint labels for in the Batch Drop down.
- f. From the Label drop down Select "Plant Label"
- g. From the Printer Action drop down Select "Directly to Printer"
- h. Click "Select All"
- i. Click "Print Labels"

# 7.7 Diversion Inspections

a. It is the responsibility of the Director of Cultivation or assignee to do a daily diversion inspection pursuant to <u>Personnel, Records, Safety, and Security</u> in Cultivation.

### 8. EQUIPMENT

- 1. Equipment Used in Plant Cultivation
- a. Equipment used in plant cultivation and processing shall be clean, regularly serviced and maintained to ensure good working order. Instruments, such as scales, will be regularly calibrated. Any tools, buckets or machine parts that are in direct contact with the harvested plant must be cleaned after use to ensure that remaining residue does not result in subsequent cross contamination (reduce the potential for biological, chemical, and physical contamination).
- b. Cultivation staff will ensure that propagation site equipment (step stools, carts) is clean by following the proper cleaning procedure: Washing with

friction and a sanitizer (2% chlorine bleach solution or isopropyl alcohol) or dry cleaning (broom, brushes, etc.)

c. Hand-held cutting and trimming tools that come in direct contact with product (clippers, pruning tools, etc.) are cleaned with 70% isopropyl alcohol before re-use following the proper cleaning procedure.

### 9. OTHER ROOM MAINTENANCE

- 9.1 Sweep floors weekly or as needed.
- 9.2 If a spill occurs in a grow room filled with plants, vacuum spill or mop with hot water.
- 9.3 If a room is empty, sweep and mop floor with a 2% bleach solution before filling with plants.
- 9.4 Clean fans monthly or as needed. (Unplug fan from wall, dismantle, clean with hot water, allow to dry, and remount on wall).
- 9.5 Vacuum debris out of tables as needed.
- 9.6 After use, clean and sanitize black trays and propagation hoods with a 2% bleach solution and allow to dry.
- 9.7 Empty drain buckets under each table daily down the sink. Run hot water down the sink after emptying buckets.
- 9.8 Run 10 gallons of hot water down the floor drain weekly.

### **FLOWER ROOMS**

#### 1. POLICY

There are three flower rooms at the Gulf Shore Remedies facility dedicated to the growing of cannabis for the production of medicine. All flower rooms operate under stringent environmental guidelines to ensure consistent, contaminant-free plant material suitable for medicinal production. The flower rooms are accessed by only employees who are assigned to the room or who are there for business purposes or participating in an approved tour.

### 2. SCOPE

It is the responsibility of the Director of Cultivation to ensure that the policies and procedures for the flower rooms are followed so that cannabis plants are appropriately grown to meet the needs of the production of medical cannabis.

#### 3. FLOWER ROOMS

# 3.1 Capacity

- a. Each room will have up to 32 4 x 8 grow tables.
- b. Each table is equipped with automated drip irrigation capable of servicing up to 24 plants.
- c. Plant counts will vary dependent upon strain or size of flowering plant.

#### 3.2 Production Flow

- a. Tables of plants are relocated from the propagation room to the flower rooms approximately every two to four weeks in quantities of up to 16 tables per batch to support a perpetual harvest schedule.
- b. Tables of plants complete the flowering cycle in a period of 8 10 weeks.

# 3.3 Moving Tables of Plants into Flower Room

- a. Use this procedure for moving tables from the Propagation Room to a Flower Room.
- b. On Rain Bird Controller, zero-out "station run times" in all programs for zones to be moved. Often times, automated irrigation will not be in use for plants in propagation, so this step may not apply.
  - a. If zones to-be-moved are the only ones present on irrigation in that room, also zero-out "watering start times" and set Rain Bird to "Off".
- c. Disconnect tables from wall hoses and from each other. Often times, automated irrigation will not be in use for plants in propagation, so this step may not apply.
- d. Move tables out of Propagation into destination Flower room.
  - a. If other zones are in the way of the door, move them to make room.
- e. In flower room, ensure that tables are in correct spots under lights and connect tables to each other.
  - a. Turn on lights above now in place tables.
  - b. Place clean drain buckets under table drains.
  - c. Connect tables to irrigation if they are ready. (Irrigation Room)
- f. Move remaining tables in Propagation back into place if they were shifted.
  - a. Ensure that runoff buckets are in place. If remaining tables that were shifted in Propagation are on automated irrigation, tighten hose connections and manually run station for 1 minute on shifted zones to ensure that there are no leaks.

- g. Turn off lights above now empty area in Propagation.
- h. Empty and clean used drain buckets and let dry along wall in room away from fire extinguishers and eyewash.
- i. Sweep floor and hot water mop floor in Propagation.
- j. Turn off fans if they are not supplying air movement to remaining plants in Propagation.
- k. Sweep and mop hallway and flower room where necessary.

#### 3.4 Cultivation Procedures within Flower Rooms

- a. Photoperiodism is the physiological reaction of plants to light of day or darkness of night. A controlled photoperiod is induced in flower rooms beginning at the same time daily. High intensity discharge lamps operate for 12 hours (light period) and are subsequently turned off for 12 hours (dark period). Entrance into flower rooms is prohibited during the dark period except in the case of an emergency or deemed necessary. In such instances, to avoid light exposure a cause of hermaphroditic plants, persons entering the room shall only use light wands or flashlights with green bulbs.
- b. Timely application of pruning techniques are employed to maintain healthy, vigorous plants and to manipulate the plant structure for optimal yields.
- c. Pruning techniques include the removal of fan leaves, removal of subcanopy material, and pinching of growing tips.
- d. The Director of Cultivation shall direct pruning activities and will maintain a consistent training regimen to ensure proper techniques are utilized by cultivation staff

e. Cultivators will scout all plants for insects, diseases, and cultural problems daily.

- f. Staking, tying and trellising are various practices employed to support the structural stability of plants during the flower cycle.
- g. Each flower room is equipped with four zones of automated irrigation serviced by two dedicated 550-gallon nutrient solution tanks located in the irrigation room.
- h. The duration and interval of irrigation is programmed at a Rainbird irrigation control panel at the back of each flower room. The duration is dictated by quantity of runoff observed. Targeted runoff is 20%. The interval is dictated by observed coco slab moisture content, averaging a three times daily schedule. Electric Conductivity (EC) levels of runoff are monitored weekly to ensure proper nutrient uptake confirmed by a consistent intake/output EC value.

### 4. AUTOMATED IRRIGATION

- A drain-to-waste hydroponic system is utilized in the Flower Rooms.
- Each Flower Room is equipped with four zones of automated irrigation serviced by two dedicated 550-gallon nutrient solution tanks located in the irrigation room.
- The duration and interval of irrigation is programmed at a Rainbird irrigation control panel at the back of each flower room. The duration is dictated by quantity of runoff observed. Targeted runoff is 10-20%. The interval is dictated by observed moisture content of growing medium in containers.

• Electric Conductivity (EC) levels of runoff are monitored weekly to ensure proper nutrient uptake confirmed by a consistent intake/output EC value. An average EC value reading above 2.5 for a group of plants should result in a manual reverse osmosis flush with water pH 5.5-5.8.

Refer to SOP-09 for procedure to start-up a new automated irrigation tank
in a flower room and connecting the plants to the automated irrigation
system.

## 4.1 Operation of Rain Bird Irrigation Controller

- a. There is one Rain Bird located in each the Flower Room 1, Flower Room 2,
   and Flower Room 3
- b. The Rain Bird controls the frequency and duration of automated irrigation.
- c. Each room has 4 stations (zones).
  - a. Each solenoid is labeled with a zone number. Those zone numbers correspond to the station numbers in the Rain Bird.
- d. The Rain Bird has 4 "Programs": A, B, C, D. Within each program, 6 watering start times can be programmed.
  - a. In order for a station to run, a start time must be present for that station under the indicated program.
  - b. The station will run for the programmed amount of time at each start time.
  - c. The stations water chronologically. For instance, if Program "A" has a start time of 7:15am and stations 1, 2, 3, and 4 all have watering times programmed, the program will begin by watering Station 1 first and then Station 2 and so on. The Stations run one at a time.

# e. Programming Rain Bird

- a. Decide the time when the plants will be watered and the duration of watering. The plants should have 10-20% runoff.
  - i. Calculating optimal daily runoff for a table = (0.0167 [flow rate per emitter])(# of emitters)(total minutes of irrigation per day)(0.20)
- b. Example 1: Set Zone 1 to run daily at 6:15am for 15 minutes and 3:15 for 10 minutes AND set Zone 2 to run daily at 6:15am for 16 minutes and 3:15 for 11 minutes
  - i. <u>Set 6:15am watering</u>: Turn dial to "Set Watering Start Times"
  - ii. Press the "Program Select" button until "Program A" is denoted on the screen.
  - iii. Using +/- buttons, toggle the 1<sup>st</sup> start time to 6:15am. All other start times should be "OFF."
  - iv. Set Station 1 (Zone 1) run time under "Program A": While still in "Program A," turn dial to "Set Station Run Times." Use the arrow buttons, be sure the display indicates Station 1 (Zone 1). Using the +/- buttons, toggle to 15 minutes. (Be sure it is in minutes, NOT hours.)
  - v. Set Station 2 (Zone 2) run time under "Program A": While still in "Program A," turn dial to "Set Station Run Times." Use the arrow buttons, be sure the display indicates Station 2 (Zone 2). Using the +/- buttons, toggle to 16 minutes. (Be sure it is in minutes, NOT hours.)

- vi. **Set 3:15 pm watering**: Turn dial to "Set Watering Start Times"
- vii. Press the "Program Select" button until "Program B" is denoted on the screen.
- viii. Using +/- buttons, toggle the 1st start time to 3:15pm. All other start times should be "OFF."
  - ix. Set Station 1 (Zone 1) run time under "Program B": While still in "Program B," turn dial to "Set Station Run Times." Use the arrow buttons, be sure the display indicates Station 1 (Zone 1). Using the +/- buttons, toggle to 10 minutes. (Be sure it is in minutes, NOT hours.)
  - x. Set Station 2 (Zone 2) run time under "Program B": While still in "Program B," turn dial to "Set Station Run Times." Use the arrow buttons, be sure the display indicates Station 2 (Zone 2). Using the +/- buttons, toggle to 11 minutes. (Be sure it is in minutes, NOT hours.)
  - xi. Turn dial to "Auto Run" and the stations will run as scheduled.
- c. Example 2: Set Zone 1 to run daily at 6:15am for 15 minutes and 3:15pm for 15 minutes. Zone 1 is the only zone in the room. This will not always be the case.
  - i. Turn dial to "Set Watering Start Times"
  - ii. Press the "Program Select" button until "Program A" is denoted on the screen.
  - iii. Using +/- buttons, toggle to 6:15am

- iv. Press the right arrow and it will show a second watering start time. Using +/- buttons, toggle to 3:15pm. Since the station is to run for 15 minutes at both times, they can be on the same program.
- v. Turn dial to "Set Station Run Times."
- vi. Using the arrow buttons, be sure the display indicates Station 1 (Zone 1).
- vii. Using the +/- buttons, toggle to 15 minutes. (Be sure it is in minutes, NOT hours.)
- viii. Turn dial to "Auto Run" and the stations will run as scheduled.
- d. After harvesting a zone, be sure to ZERO OUT any programmed station run times for the harvested zone or the irrigation will proceed as normal and a big mess will happen.
- f. Manual Station: Use to run irrigation a single Station (Zone)
  - a. Turn dial to "Manual Station."
  - b. Using arrows under the display screen, toggle to desired Station (Zone).
  - c. Using + and keys, enter the time duration desired for that Station (Zone).
  - d. Hold down right pointing arrow key to turn Station ON (a sprinkler icon will appear on the display as well).
  - e. Turn dial to "Auto Run."

- f. If the room has plants on programmed irrigation, keep dial on "Auto Run."
- g. If there are no plants on programmed irrigation, turn dial to OFF after station has completed its irrigation.
- g. Manual Program: Use to run irrigation of an entire program. All zones in that program will water for the programmed amount of time.
  - a. Turn dial to "Manual Program"
  - b. Using "Program Select" button, choose the program to run.
  - c. Hold down right pointing arrow key to begin program (a sprinkler icon will appear on the display as well).
  - d. Turn dial to "Auto Run." Leave dial on "Auto Run" if programmed waterings should proceed.
- h. Setting the Date
  - a. Turn dial to "Set Date."
  - b. Using arrows and +/- buttons, set the correct date.
- i. Setting the Time
  - a. Turn dial to "Set Time."
  - b. Using arrows and +/- buttons, set the correct time.
    - 5. DIGITAL INVENTORY SOFTWARE
- 5.1 Daily Inventory

a. A daily inventory of plants is maintained in the digital inventory and recordkeeping programs (or applicable program).

b. If a plant is moved, transplanted, or destroyed from a room for any reason, the removal must be documented in the digital inventory and recordkeeping programs (or applicable program) and on the daily plant inventory form.

# 5.2 Inventory Software—Checking Inventory Summary

- a. From Start Page Click on "I want to access my Cultivation".
- b. On the Cultivation Start Page Click on "Print plant summary report."
- c. A PDF document will appear with the updated plant inventory.
- d. If you wish to print this document click on the Printer button followed by Print...
- e. Choose the Printer and Print.

# 5.3 Inventory Software—Changing Plant Info

- a. From Start Page Click on "I want to access my Cultivation".
- b. On the Cultivation Start Page Click on "Manage Plants".
- c. Click on "Group Processing".
- d. Select the room the group of plants is in under the "Select Room" drop down.
- e. Search for the group in the search box to the right in the blue bar.
- f. Click on "Select All" or click on individual plants.

- g. Click on "Group Changes".
- h. Assign to a different room or bench, update plant stage, reprint labels then click "Update".

### 5.4 Inventory Software- Removing Plants from Inventory

- a. Plants may need to be removed from inventory because of death, pest, disease, or overstock
- b. From Start Page Click on "I want to access my Cultivation".
- c. On the Cultivation Start Page Click on "Manage Plants"
- d. Click on "Retire a Plant"
- e. From the Reason Code drop down select the reason (usually Overstock)
- f. Unplug the barcode scanner and turn on by pressing and holding down the small button until the scanner chimes.
- g. Click in the box titled "Scan Bar Code" so that the cursor is flashing
- h. Scan the label of the plant to be deleted
- i. For multiple deletions make sure the cursor is in the "Scan Bar Code" box after each scan.
- j. For large group deletions click on "Group Processing" instead of "Retire a Plant"
- k. Select the room the group of plants is in under the "Select Room" drop down
- l. Search for the group to be deleted in the search box to the right in the blue bar

- m. Click on "Select All"
- n. Click on "Group Changes"
- o. From the Retire Reason Code drop down Select a reason
- p. Scroll down and click "Update"

## 5.5 Inventory Software- Printing Labels

- a. From Start Page Click on "I want to access my Cultivation".
- b. On the Cultivation Start Page Click on "Manage Plants"
- c. Click on "Reprint a Plant/Clone Tag"
- d. Click on the Tab labeled "Reprint Plant Labels"
- e. Select the Batch you wish to reprint labels for in the Batch Drop down.
- f. From the Label drop down Select "Plant Label"
- g. From the Printer Action drop down Select "Directly to Printer"
- h. Click "Select All"
- i. Click "Print Labels"

### 5.6 Diversion Inspections

a. It is the responsibility of the Director of Cultivation or assignee to do a daily diversion inspection pursuant to <u>Personnel, Records, Safety, and Security in Cultivation</u>.

### 6. EQUIPMENT

## 6.1 Equipment Used in Plant Cultivation

a. Equipment used in plant cultivation and processing shall be clean, regularly serviced and maintained to ensure good working order. Instruments, such as scales, will be regularly calibrated. Any tools, buckets or machine parts that are in direct contact with the harvested plant must be cleaned after use to ensure that remaining residue does not result in subsequent cross contamination (reduce the potential for biological, chemical, and physical contamination).

- b. Cultivation staff will ensure that flower room equipment (step stools, carts) is clean by following the proper cleaning procedure: Washing with friction and a sanitizer (2% chlorine bleach solution or 70% isopropyl alcohol) or dry cleaning (broom, brushes, etc.)
- c. Hand-held cutting and trimming tools that come in direct contact with product (clippers, pruning tools, etc.) are cleaned before re-use using 70% isopropyl alcohol following the proper cleaning procedure.

### 7. OTHER ROOM MAINTENANCE

- 7.1 Sweep floors weekly or as needed.
- 7.2 If a spill occurs in a grow room filled with plants, vacuum spill or mop with hot water.
- 7.3. If a room is empty, sweep and mop floor with a 2% bleach solution before filling with plants.
- 7.4 Clean fans monthly or as needed. (Unplug fan from wall, dismantle, clean with hot water, allow to dry, and remount on wall).
- 7.5 Vacuum debris out of tables as needed.
- 7.6 After use, clean and sanitize black trays with a 2% bleach solution and allow to dry.

7.7 Empty drain buckets under each table daily down the sink. Run hot water down the sink after emptying buckets.

7.8 Run 10 gallons of hot water down the floor drain weekly.

### **HARVEST & CURING ROOMS**

#### 1. POLICY

Cannabis plants should be harvested during the optimal time period to ensure the production of medicinal plant materials and finished herbal products of the best possible quality. The harvesting of cannabis is done after plants are fully grown and matured. Careful harvesting prepares plant material for the production of safe and consistent medical cannabis.

Packaging, processing, and storage of medicinal cannabis and derivative products is required by the State of Alabama to be subject to strict procedures intended to ensure that security and control of product is maintained at all times during the production process. The batch record is the key element that tracks medicinal cannabis and derivative products throughout the production life cycle in order to be able to provide documented evidence of the lack of adulteration, theft or diversion of cannabis product throughout the production process.

#### 2. SCOPE

It is the responsibility of the Director of Cultivation to ensure that all employees assisting with a harvest abide by these procedures. The procedure applies to the production of all medical cannabis and derivative products at the Gulf Shore Remedies production facility.

#### 3. HARVEST

#### 3.1 Room Transfer

a. Once plants are fully grown and matured (after 7-11 weeks of flower), plants are delivered by table from flower rooms to the harvest room

- b. Clear out irrigation lines in tables. Open end valve of each zone and manually run each zone until water runs mostly clear, collecting drainage in buckets, and disposing in sink.
- c. On Rain Bird Controller, zero-out "station run times" in all programs for zones to be moved.
  - a. If zones to-be-moved are the only ones present on irrigation in that room, also zero-out "watering start times" and set Rain Bird to "Off".
- d. Disconnect tables to be harvested from wall hoses and from each other by unscrewing the male end of the hose between tables from female PVC piece.
- e. Move tables to be harvested out of the flower room into harvest room.
  - a. If other zones are in the way of the door, move them to make room.
- f. Move tables remaining in the flower room back into place if they were moved.
  - a. Ensure that runoff buckets are in place and that hose connections are tightened. Manually run station for 1 minute on shifted zones to ensure that there are no leaks.
- g. Turn off lights above now empty area.
- h. Empty and clean used drain buckets and let dry along wall in flower room away from fire extinguishers and eyewash.
- i. Sweep and hot water mop floor in flower room unless room is now empty. If flower room in empty, bleach mop is floor with 2% bleach solution.

j. Turn off fans if they are not supplying air movement to remaining flowering groups.

k. Sweep and mop hallway where necessary.

## 3.2 Harvesting

- a. Gloves are mandatory during harvest.
- b. Harvest one table at a time
  - a. Cut trellis
  - b. Cut plants off root ball in pieces or cut whole plant off at the base
- c. Put plants on a clean table with plastic lining if using a grow table.
- d. Cut plant into smaller pieces to be hung in curing room
  - a. Any stems without flowers should be placed in plant waste container to be processed as plant waste at the end of the day (Cultivation Input and Waste, Operation of Waste Grinder)
  - b. Any loose flower buds that fall from the plant on the table should be kept on the table in a bucket labeled flower bud/loose flower.
  - c. Damaged or decomposed medicinal plant materials should be identified and discarded during harvest, post-harvest inspections and processing to avoid microbial contamination and degradation of product quality. The inspection may include visual inspection for foreign matter, organoleptic evaluation, such as appearance, damage, size, color, and odor
- e. Weigh flowering stems to be hung in curing and put on a second clean table

a. Record weight in kilograms in log book under batch and harvest date

- i. Be sure to harvest and record different phenotypes of the same strain separately
- b. When there is more than one batch in one harvest, be sure to cure plants separately, record weights separately, and clear plant debris from tables in between batches
- f. Roll table of weighed flowering stems into curing and hang stems on clotheslines allowing room for stems to dry
  - a. Tighten and clean clotheslines as needed
  - If there is not enough room on the clotheslines to hang the plant material, hang plants on hangers and hangers on netting in aisle of curing
  - c. Label each clothesline with batch number and harvest date
- g. Weigh loose buds and spread weighed loose buds onto bud racks
  - a. Label each layer of rack with batch number and harvest date
- h. Turn fans ON in curing
- i. If there are plants in curing or harvest, keep lights in room OFF when not working in the room and overnight
- j. When hanging is complete for the day, sweep up any fallen leaves during hanging and drying process and process as plant waste. (Cultivation Input and Waste, Operation of Waste Grinder)

k. Once all plants are harvested, weighed, recorded, and hanging in curing, enter wet weight batch numbers into Dutchie (see Dutchie Harvesting procedures below)

### l. Clean harvest room

- a. Sweep up plant material and process as waste. (Cultivation Input and Waste, Operation of Waste Grinder)
- Package inorganic incineration waste: trellis, gloves, sachets
   (Cultivation Input and Waste)
- c. Remove coco slabs/containers from tables (Cultivation Input and Waste, Operation of Waste Grinder)
- d. Clean and sanitize grow tables (Sanitation Room)
- e. Clean sink and desk area
- f. Sweep and mop floor with 2% bleach solution
- g. Cutting devices, harvesters, and other machines should be kept clean and adjusted to reduce damage and contamination from other materials.

### 4. DRYING, SHUCKING, AND CURING

- a. The drying process is closely monitored by the Director of Cultivation for desired consistency.
- b. Allow buds and leaves to dry in curing room (approximately 7-10 days). The moisture content of the material should be kept low in order to reduce damage from mold and other microbial infestation.
  - a. If bud racks are in use, fluff buds daily

b. Curing room temperature should be between 68-72 degrees F. Relative humidity should range 50-62%.

- c. Once material is dry, remove dried stems from dry lines and place on a clean table (lined with plastic if using a grow table).
- d. All dried flower and leaf material is removed from the stalks of the plant by shucking into the clean table.
  - a. Wear gloves while shucking
  - b. Work on one batch at a time
  - c. Be sure to break up large buds
  - d. At the end of the day, weigh and record empty stems that have been shucked as curing waste. (Cultivation Input and Waste, Operation of Waste Grinder)
- e. If plant material feels dry to the touch and the inner stem within the bud snaps, place bud and leaf material into clean, empty buckets.
- f. If plant material is too moist, leave shucked buds and leaves in tables in curing and fluff 1-3 times per day until they are dry enough to be placed in clean empty buckets.
- g. Weigh and record plant material in buckets in kilograms
  - a. Using a clean empty bucket of the same brand, zero out the scale. Remove empty bucket and place bucket filled with plant material on scale. Record weight of bucket contents for each bucket in notebook in kilograms.
  - b. Label bucket with strain, batch number, harvest date, bucket date, and weight of material in bucket (kg) on a piece of duct tape.

- c. No batches are to be combined.
- h. Place clean lid tightly on bucket.
- i. Clean curing room
  - a. Sweep floors.
  - b. Process plant waste and package incineration waste. (Cultivation Input and Waste, Operation of Waste Grinder)
  - c. When room is empty, mop floor with 2% bleach solution
    - i. Be sure there is no plant material in rooms when mopping with bleach

### 5. STORAGE

- a. Transport buckets to Day Room once the batch is in buckets and recorded in notebook in harvest, in Google document, and Dutchie,
  - a. Add buckets to paper day room inventory
  - b. Add buckets to Day Room Inventory Google Doc
- b. Enter dry weight data for harvest into Dutchie (refer to Dutchie procedures below)
- c. Plant material in buckets must be maintained for quality until homogenized.
- d. Fluff and burp buckets daily for 1-2 weeks, then weekly after that, then monthly after that to ensure uniform drying, moisture content control, and prevention of mold.
- e. Buckets are stored until transferred for homogenization.

f. Damaged or decomposed medicinal plant materials should be identified and discarded during harvest, post-harvest inspections and processing to avoid microbial contamination and degradation of product quality. The inspection may include visual inspection for foreign matter, organoleptic evaluation, such as appearance, damage, size, color, and odor

#### 6. DIGITAL INVENTORY SOFTWARE

### 6.1 Plant Inventory

- a. Harvested plant batches must be logged into the digital inventory software (or applicable software)
- b. Use log notebook in harvest to record the following information regarding harvest batch information. Use information in log notebook to enter data into the digital inventory and recordkeeping programs.
  - i. Batch number
  - ii. Room from which the plants were delivered
  - iii. Date of harvest
  - iv. Weight of wet material (material before hanging in curing)
  - v. Date of packaging into bucket
  - vi. Weight of dry material per bucket
  - vii. Employee entering data

# 6.2 Plant Inventory—Harvest Plants

- From Start Page Click on "I want to access my Cultivation".
- On the Cultivation Start Page Click on "Manage Plants"

- Click on "Group Processing"
- Select the room the group of plants is in under the "Select Room" drop down
- Search for the batch number in the search box to the right in the blue bar
- Click on "Select All"
  - Make sure the selection is ONLY the plants to be harvested!!!
- Click on "Group Changes"
- Enter Harvest date
- Enter existing Lot Number
- Click "Update"

# 6.3 Plant Inventory—Entering Wet Harvest Weight

- From Start Page Click on "I want to access my Cultivation".
- On the Cultivation Start Page Click on "Manage Batch/Lot Production"
- Search for the batch number in the search box to the right in the blue bar
- Highlight the batch
- Click on "Manage Lot Details"
- Click on the "Harvest" tab
- Enter weight in the box next to "Harvest Weight" and "Wet Wgt" <u>IN</u>
  GRAMS!

Click "Update Changes"

# 6.4 Plant Inventory—Entering Dry Harvest Weight

- From Start Page Click on "I want to access my Cultivation".
- On the Cultivation Start Page Click on "Manage Batch/Lot Production"
- Search for the batch number in the search box to the right in the blue bar
- Highlight the batch
- Click on "Manage Lot Details"
- Click on the "Harvest" tab
- Enter weight in the box next to "Dry Wgt Pre Trim" and "Net Bud Wgt"
   IN GRAMS!
- Click on "Update Changes"

#### 7. HARVEST ROOM MAINTENANCE

- After plants are harvested, remove coco slabs and containers from tables and transport to quarantine for processing (Cultivation Input and Waste, Operation of Waste Grinder)
- Clean tables used in harvesting (Sanitation Room).
- After harvest, sweep and mop floor with a 2% bleach solution.
- Run 10 gallons of hot water down floor drain weekly.
- Clean sink as needed.
- Clean tools and work desk after use.

### 8. CURING ROOM MAINTENANCE

# 8.1 While Plants Are Curing

a. Sweep floors daily and process floor sweepings as waste. (Cultivation Input and Waste, Operation of Waste Grinder)

# 2.1 After Curing is Empty After Shucking a Harvest

- a. Clean tables used in shucking. (Sanitation Room)
- b. After shucking and after all plant material has been removed from the room, sweep, and mop floor with a 2% bleach solution.
- c. Tighten and clean curing lines as needed.
- d. Clean fans monthly by unplugging from wall, dismantling, cleaning with hot water or a light bleach solution, if needed, allow to dry, and remount on the wall.

#### **CULTIVATION INPUT AND WASTE ESTIMATES**

#### 1. POLICY

All crop inputs must be documented. Waste that comes from the cultivation area must be properly weighed, documented, and disposed of pursuant to this SOP and Alabama law. Cannabis waste is not to be left in the facility for long periods of time, so as to prevent pests and other contaminants from developing. Production crop inputs and waste must be estimated quarterly according to <a href="Crop Input and Waste">Crop Input and Waste</a> Estimates.

### 2. SCOPE

It is the responsibility of the Director of Cultivation to ensure that all plant inputs and waste is disposed of and properly documented according to this SOP and Alabama law.

#### 3. CROP INPUTS

#### a. Daily Entry

- a. Crop inputs are captured on specifically-designed Crop Input forms located in Propagation for hand-watering and in the Irrigation Room for automated irrigation. (See Propagation Room and Irrigation Room). The crop input form must be completed daily and for all applied crop inputs and crop input recipes.
- b. The following items must be completed on the form:
  - i. Date of application
  - ii. Crop Input or Recipe Name,
  - iii. Amount of Crop Input or Recipe Name Applied
  - iv. Room and Zones of Application
  - v. Batch Numbers of Plants That Received Application
  - vi. Employee Initials that Completed Application

### 4. PLANT WASTE FROM PROPAGATION, FLOWER ROOMS, HARVEST, AND CURING

# 4.1 Daily Collection

- a. Each room will have a bucket dedicated to waste at the beginning of each day.
- b. Buckets must be labeled to indicate that the bucket is only for plant waste.
- c. Personnel working in rooms will deposit all plant waste gathered throughout the day into the designated bucket. If a large volume of plant waste is produced during a task, process the waste upon completion of the task.
- d. At the end of the day, the contents of the plant waste buckets are to be processed in the quarantine room.

## 4.2 Daily Weighing

- a. Each bucket's contents shall be individually weighed and logged on the OMC Waste Inventory Form in the room from which is was taken.
- b. It is the responsibility of the person logging the information to ensure that the form is fully completed to maintain accurate and comprehensive records regarding plant waste material to document all plant waste activity related to the disposal of plant material waste.
- c. Once the form is fully complete, plant waste will be put through the grinder and mixed with ground coco (from harvested or culled plants) at a ratio of at least 51% coco to 49% plant waste. The mix of coco and plant waste will be placed in the tarp lined trailer until transport to the compost site.
- d. All weight entries must be initialed by the employee that entered the weight on the form.

### 4.3 PROCESSING, COMPOST AND DISPOSAL

- a. Fragmentation of Plant Waste
  - a. All plant waste must be fragmented in a way that makes all plant material unrecognizable.

b. After plant material has been weighed, it will be placed in the waste grinder for fragmentation (pursuant to Operation of Waste Grinder).

c. It is the responsibility of the person operating the waste grinder to ensure that all plant material is unrecognizable prior to combination with ground coco coir material.

## 4.4 Combination with Compost Material

- a. Once fragmented, all plant material must be mixed with coco coir or other approved compostable material.
- b. Plant material must be combined with compostable material at a ratio of at least 51% compostable material and deposited in the tarp-lined trailer until transport.
- c. Upon mixing plant material with compostable material, plant material should be unrecognizable and unusable.

#### 5. DESTRUCTION OF COMPOSTED PLANT MATERIAL

### 5.1 Transport

a. Composted plant material must be transported in a tarp-lined trailer.

### 5.2 Destruction

a. Composted material is to be transported to Rumpca Companies Inc. at 9600 Glendenning Road, Cottage Grove, MN 55016.

### 6. PLANT WASTE

### 6.1 Collection

- a. Plant waste collected via vacuum bag will be transported to cultivation personnel.
- b. Once transferred to cultivation personnel, cultivation personnel become responsible for the plant waste.
- c. The vacuum bags will be packaged into boxes until ready for transport to incineration.

### 7. INORGANIC CANNABIS WASTE

- a. Collection of Inorganic Cannabis Waste
  - a. Containers for inorganic materials contaminated with cannabis oils are located in propagation room, flower rooms, sanitation, harvest, and curing.
    - i. This includes gloves and arm covers that have come into contact with oils of the cannabis plant as well as any other inorganic material which may include shoe sticky mats, insect monitoring cards, and trellis.
  - b. Collect material from the rooms weekly. Box material up in quarantine, label, weigh, and record on inorganic waste form.
  - c. The boxes will remain in quarantine until the material is transported to the approved incineration site.

### b. Disposal

- a. Medical cannabis waste is required to be incinerated at a qualified waste-to-energy processing facility.
- b. Waste will be transported to a qualified facility on a regular basis.
- c. A transport manifest is required for each waste transport to the facility.

### 8. NON-CANNABIS WASTE

- 8.1 Trash is collected in its own designated waste container in each of the rooms occupied by the cultivation department.
- 8.2 Cultivation personnel are responsible for placing non-hazardous and non-cannabis waste in the hallway outside of the rooms on Friday evenings (days subject to change) so that janitorial staff may collect and dispose of the waste accordingly. If trash is full during the week, place in vestibule by the waste dock on Monday and Wednesday evenings (days subject to change) so janitorial staff may collect and dispose of waste accordingly.

### **OPERATION OF WASTE GRINDER**

## [INSERT PHOTO]

### 1. POLICY

All employees assigned to the cultivation department must be properly trained on how to operate the waste grinder used for disposing of plant material waste pursuant to <u>Cultivation Input and Waste</u>. For employee safety, these procedures must be followed carefully. Employee safety while using the waste grinder is paramount and all employees should feel comfortable speaking to a supervisor about concerns regarding the safety of the waste grinder for employees as a whole.

#### 2. SCOPE

It is the responsibility of the Director of Cultivation to ensure that all employees required to operate the waste grinder are fully trained on the operation of the waste grinder.

### 3. SET-UP PRIOR TO USE OF WASTE GRINDER

- 3.1 ONLY coco and plant waste may be entered into the waste grinder—<u>No</u> plastic or foreign objects.
- 3.2 The waste grinder must be in the OFF position when not in use (see below). The ON/OFF switch is located on the control panel to the left of the chute. The power cord and outlet is located to the left of the control panel.

### [INSERT PHOTO]

3.3 When turned OFF, check to ensure that no objects or material obscure the chute, mouth, and output of the waste grinder. If there is debris, follow the steps below:

- i. Unplug power cord.
- ii. Verify that the waste grinder is unplugged and in the OFF position.
- iii. Remove debris as necessary.
- 3.4 Before plugging in the power cord and/or turning the switch to the "ON" position, ensure that the safety chute is properly fastened to the waste grinder using four red clamps (see below).

# [INSERT PHOTO]

- 3.5 Setup the tarp-lined trailer outside the waste room to accept the waste expelled from the waste grinder.
  - a. The waste dock door is opened using an employee's interior badge and interior access code.
  - b. Place an empty bin under the output of the grinder to catch waste (see below).

# [INSERT PHOTO]

### 4. WEIGH AND RECORD PRIOR TO USE OF WASTE GRINDER

4.1 Tare the scale with the same empty bucket used for green plant waste (see below).

# [INSERT PHOTO]

4.2 Weigh and record green plant waste on Waste Form in quarantine (see below). Note: Coco is NOT recorded.

# [INSERT PHOTO]

### 5. PERSONAL PROTECTIVE EQUIPMENT

- 5.1 The waste grinder may only be operated while wearing closed toed shoes.
- 5.2 Employees must wear gloves while handing plant material.
- 5.3 Employees are prohibited from wearing jewelry or other items that may potentially fall off the employee and drop into the grinder.

#### 6. TURNING ON THE WASTE GRINDER

6.1 Plug the power cord into the outlet found to the left of the control panel. The "POWER ON" light on the control panel should illuminate (see below). If not, or if the "JAMMED" or "MOTOR FAULT" lights are illuminated, turn OFF and unplug the waste grinder and consult your supervisor before proceeding.

# [INSERT PHOTO]

6.2 The on/off switch for the waste grinder is located to the left of the chute on the control panel. This switch should be turned to the ON position (see below).

# [INSERT PHOTO]

6.3 After the switch is turned to the ON position, both the "POWER ON" and "RUN" lights should be illuminated (see below). If neither or only one light illuminates, or if "JAMMED" or "MOTOR FAULT" is illuminated, turn OFF and unplug the waste grinder and consult your supervisor.

### [INSERT PHOTO]

6.4 Once both the "POWER ON" and "RUN" lights are illuminated, and the switch is turned to the ON position, the operator should listen for abnormalities such as grinding metal. The operator must immediately turn OFF and unplug the waste grinder if the operator notices an abnormality.

### 7. GRINDING PLANT MATERIAL AND COCOA

## 7.1 Safety

- a. An employee's limbs must never go in the chute of the waste grinder.
- b. An employee's limbs must never go near the output of the waste grinder while in operation.
- c. The chute must be properly secured on the waste grinder at all time when the power cord is plugged into the outlet.
- d. Employees must wear personal protective equipment while handling cannabis plant material (see section 5 of this chapter).
- e. The waste grinder must be turned OFF between feeding waste material into the waste grinder.

### 7.2 Buckets of Plant Material

- a. Weigh plant material before grinding.
- Bags of plant material should only contain small pieces of plants, including,
   but not limited to, leaves and small stems.
- c. Slowly empty the bucket of plant material into the waste grinder by taking handfuls of plant material and dropping the plant material into the waste grinder.
- d. Do not empty the entire bag of plant material at one time or the waste grinder is likely to jam and not operate.
- e. Do <u>not</u> dump plastic into waste grinder.

f. After operator determines that the plant material has cleared the waste grinder, turn OFF the grinder and empty container into tarp liner trailer in waste dock and mix cannabis plant waste with ground cocoa at a ratio of over 50% cocoa.

g. When the task is completed, verify that the waste grinder is in the OFF position and the power cord is unplugged.

h. After verifying that the waste grinder is unplugged, clean the worksite and waste grinder as necessary.

# 7.3. Large Stems of Plant Material

- a. Weigh plant material before grinding.
- b. Large stems of plant material may be bundled and fed into the waste grinder.
- c. Bundles of stems must be small enough to fit in a 6-inch by 6-inch hole in the waste grinder or the waste grinder will likely jam.
- d. Feed the bundle of stems into the waste grinder.
- e. Empty container into tarp liner trailer in waste dock and mix cannabis plant waste with ground cocoa at a ratio of over 50% cocoa.
- f. When the task is completed, verify that the waste grinder is in the OFF position and the power cord is unplugged.
- g. After verifying that the waste grinder is unplugged, clean the worksite and waste grinder as necessary.

# 7.4 Pieces Larger than 6" x 6"

a. Weigh plant material before grinding.

b. A piece of plant material that is larger than 6-inches by 6-inches must be cut into smaller pieces.

c. Pieces larger than 6" x 6" will not fit in the waste grinder and will likely cause the waste grinder to jam.

d. Large scissors stored in the waste room may be used to cut the large pieces into smaller pieces.

e. Once cut into smaller pieces, the pieces may be fed into the waste grinder.

f. Empty container into tarp liner trailer in waste dock and mix cannabis plant waste with ground cocoa at a ratio of over 50% cocoa.

g. When the task is completed, verify that the waste grinder is in the OFF position and the power cord is unplugged.

h. After verifying that the waste grinder is unplugged, clean the worksite and waste grinder as necessary.

#### 7.5 Cocoa Slabs

- a. Remove plastic from cocoa slabs.
- b. Break apart cocoa slabs by separating roots from loose cocoa.
- c. Throw loose cocoa into a separate waste container.
- d. Throw roots into grinder.
- e. Empty both waste containers into tarp liner trailer in waste dock and mix roots with ground cocoa at a ratio of over 50% coco.
- f. When task is completed, verify that the waste grinder is in the OFF position and the power cord is unplugged.

g. After verifying that the waste grinder is unplugged, clean the worksite and waste grinder as necessary.

### 8. CLOGS AND JAMS IN THE WASTE GRINDER

- 8.1 If the waste grinder jams, the waste grinder will stop working and the "JAMMED" light will illuminate.
- 8.2 Immediately turn off the waste grinder by turning the ON switch to the "OFF" position.
- 8.3 Allow the motor to fully stop and then disconnect the power cord located to the left of the control panel.
- 8.4 Remove jammed material from the chute and/or opening of the waste grinder.
- 8.5 Hands and arms should never be put in the waste grinder/chute unless the waste grinder is fully turned off and the power cord is unplugged.
- 8.6 Once the jam has been removed, plug in the power cord.
- 8.7 The waste grinder may be turned on by following the instructions under section 6 of this chapter.

### 9. MAINTENANCE OF THE WASTE GRINDER

- 9.1 General maintenance of the waste grinder may be found in the maintenance manual located in the quarantine room.
- 9.2 The waste grinder is electrically powered and may need to be cleaned/lubricated by following the maintenance manual located in the quarantine room.

9.3 It is the responsibility of the Director of Cultivation or a designee to ensure that the waste grinder is sufficiently clean and has been generally maintained.

# **INTEGRATED PEST MANAGEMENT (IPM) PROGRAM**

#### 1. POLICY

Integrated Pest Management (IPM) emphasizes the growth of a healthy crop and encourages natural pest control mechanism. Gulf Shore Remedies will establish and maintain an integrated pest management program defined as the careful consideration of all available pest control techniques and subsequent integration of appropriate measures that discourage the development of pest populations and keep pesticides and other interventions to levels that are justified and reduce or minimize risks to human health and the environment.

#### 2. SCOPE

It is the responsibility of the Director of Cultivation to ensure that all IPM guidelines in the cultivation areas are practiced.

### 3. IPM PRINCIPLES

# 3.1 Acceptable Pest Levels

- a. The emphasis is on *control*, not eradication. IPM holds that wiping out an entire pest population is often impossible, and the attempt can be expensive and unsafe. The IPM program will first work to establish acceptable pest levels, called action thresholds, and apply controls if those thresholds are crossed.
- b. Monitoring—Regular observation is critically important. Observation is broken into inspection and identification. Visual inspection, insect traps,

and other methods are used to monitor pest levels. Thorough knowledge of crop target pest behavior and reproductive cycles is essential. Seasonal changes can influence pest population and mold spore activity and should be observed for effects on controlled environment agricultural production areas.

- c. Preventative practices—Routine maintenance and sanitary practices are critical in maintaining healthy gardens. These practices include routine cleaning of all related grow equipment including pruning shears, nutrient solution tanks, filters, grow tables, etc.
- d. Mechanical controls—If a pest infestation reaches an unacceptable level, mechanical methods are the first options. They include simple hand-picking, barriers, traps, and vacuuming to disrupt breeding.
- e. Biological controls—Biological control is the beneficial action of parasites, pathogens, and predators in managing pests and their damage. Biological control is a component of an IPM strategy. It is defined as the reduction of pest populations by natural enemies and typically involves an active human role.

### 4. COMMON PEST TARGETS AND DISEASE FOUND IN CANNABIS

a. Fungus gnats are small, dark, short-lived gnats of the families Sciaridae,
 Diadocidiidae, Ditomyiidae, Keroplatidae, Bolitophilidae, and
 Mycetophilidae (order Diptera); they are sometimes placed in the

- superfamily Mycetophilidae. The larvae feed on plant roots and fungi, helping in the decomposition of organic matter.
- b. **Thrips** (order Thysanoptera) are minute, slender insects with fringed wings. Other common names for thrips include thunder flies, thunder bugs, storm flies, thunder blights, storm bugs, corn flies and corn lice. Thrips species feed on a large variety of plants and animals by puncturing them and sucking up the contents.
- c. **Root aphids** are aphids that stay at or above the soil line are from the family Phylloxera, a near-cousin of aphids. They are an escalating problem, especially among indoor growers, and spreading through parts of the country where they haven't been seen before. They're hard to spot and unlike small colonies of green and other aphids found on stems and leaves, root aphids are more likely to get out of control. They can multiply quickly, unseen, and sap enough vigor from your plants to kill them.

Because they're small — about the size of a mite — and often colored to blend with roots and soil, Phylloxera is hard to spot. Often, growers will see the white, waxy material that the aphids secrete, a chalkier type of the honeydew secreted by other aphids. Their bodies are more pear-shaped than oval as are mealybugs. They're about the same size or slightly smaller than stem-and-leaf aphids with shorter legs and antennae. They come in a variety of colors, including pink, but are mostly white and brown. They're commonly confused with the larger mealy bugs, because of the white substance they spread. In their winged stage, they can be confused with

fungus gnats. Like other aphids, they have small cornicles or "tail pipes" at the end of their abdomen which also distinguishes them from mealybugs. Because of their size and below-soil habitat they can go unnoticed, even through one or more grow cycles. They can be spotted attached to the sides of grow cups when growers take the trouble to look. Root aphid damage is often mistaken for other problems, especially nutrient deficiencies. Plants that appear to be suffering from magnesium or iron deficiency should be checked carefully for root aphids.

In outdoor gardens, root aphids may be accompanied by ants. Once established in soil or hydroponic systems, root aphids are difficult to completely remove. Damage from root aphids is usually visible in a lack of vigor from plants. Withered, curled, and yellow leaves, similar to signs of nutrient deficiencies, appear and plants fail to reach the size of un-infested plants. Fruits and blossoms on aphid infested plants will be small, stunted, and generally less desirable as nutrition is siphoned away from them.

and disease. Visible symptoms, like yellowing leaves, often lead growers to consider adding certain minerals, usually magnesium, to their nutrient mixture, often with no result. In addition to greenhouse and garden perennials, various types of root aphids attack rice crops, the roots of a variety of trees including fir, walnut, and hickory. Root aphids can also cause problems for perennial herbs, including those grown in pots.

Attacks from root aphids can leave plants vulnerable to root rot, mildew,

d. **Spider Mites** are a species of the spider mite (family: Tetranychidae), so common in North America, attack both indoor and outdoor plants. They can be especially destructive in greenhouses. Spider mites are not true insects, but are classed as a type of arachnid, relatives of spiders, ticks, and scorpions. Adults are reddish brown or pale in color, oval-shaped, and very small (1/50-inch-long) – about the size of the period at the end of this sentence. Immature stages resemble the adults except only smaller.

Mites live in colonies, mostly on the underside of leaves, and feed by piercing leaf tissue and sucking up the plant fluids. Feeding marks show up as light dots on the leaves. As feeding continues, the leaves turn yellow, and may dry up and drop off. Spider mites are most common in hot, dry conditions, especially where their natural enemies have been killed off by insecticide use. Some of the many species common in North America are predators of the plant-feeding mites, which make up the vast majority. They are also very prolific, which is why heavy infestations often build up unnoticed before plants begin to show damage.

Large populations are often accompanied by fine webbing. Host plants are many and include strawberries, melons, beans, tomatoes, eggplant, ornamental flowers, trees and most houseplants. Most mite species overwinter as eggs on the leaves and bark of host plants. In early spring, as temperatures warm, tiny six-legged larvae begin hatching and feed for a few days before seeking shelter where they molt into the first nymphal stage. Nymphs have eight-legs and pass through two more molts before

becoming mature adults. After mating, females continuously produce as many as 300 eggs over a couple of weeks. Hot, dry weather favors rapid development of these pests. During such conditions the time it takes to pass from egg to adult may occur in as little as 5 days. There are several overlapping generations per year.

Spider mites are wind surfers. They disperse over wide areas riding their webbing on the breezes. Careful containment and disposal of infested plants is crucial. Spider mites, almost too small to be seen, pass into our gardens without notice. No matter how few, each survives by sucking material from plant cells. Large infestations cause visible damage. Leaves first show patterns of tiny spots or stipplings. They may change color, curl, and fall off. Mite activity is visible in the tight webs that are formed under leaves and along stems.

e. **Hemp and russet mites** are part of the eriophyid family of mites. Among the 100 or so plant-specific eriophid species, including gall, rust, and blister mites, the tomato-attacking, microscopic russet mite is among the hardest to detect. Visible, if then, only in clusters, a single mite is too tiny to be seen by the human eye without magnification of 10x and higher. Their near invisibility makes these mites a particular threat to become established in your garden before you realize it.

Unlike spider mites, these voracious plant pests leave no webbing or other secretions when present. Visible damage to the plant is the first indication of its presence a damage often mistaken for mineral and other nutritional

deficits. Seen through a lens, russet-hemp mites are tapered, translucent, wedge-shaped cylinders that take on a yellow tint, especially in groups. Unlike most varieties of mites, eriophyid, including russet mites, have only two pairs of legs. Like spider mites and others, they are increasing their range and are now common in places not previously seen. Because of their size, they're effectively disbursed by wind.

Females over winter just inside stems of the plants they infest or where twigs are joined to stems. Translucent eggs, nearly adult in size, are laid in spring and go through two nymph stages, both little different than the adult. The mites produce multiple, over-lapping generations through the course of a season, maturing in as little as eight days in warm, humid conditions.

Mites are sap suckers working at the cellular level. Damage typically appears first at the bottom of plants and moves upward as they feed. Lower leaves begin to yellow and curl, the leaf droops and the stem discolors. As the plant's nourishment is sucked away, less vigorous green growth and flowering is observed. The tiny mites, in increasing numbers, spread to all parts of the plant. The mites seem particularly attracted to flower resins and will congregate in flowers and blossoms where they can effectively hide and do great damage. If left unchecked, the mites will eventually sap the entire plant.

f. **Powdery mildew** is common on many plants and easily recognized. It is caused by a variety of closely related fungal species, each with a limited

host range. (The fungi attacking your roses are unlikely to spread to your lilacs). Low soil moisture combined with high humidity levels at the plant surface favors this disease.

Symptoms usually appear later in the growing season on outdoor plants. Powdery mildew starts on young leaves as raised blister-like areas that cause leaves to curl, exposing the lower leaf surface. Infected leaves become covered with a white to gray powdery growth, usually on the upper surface; unopened flower buds may be white with mildew and may never open. Leaves of severely infected plants turn brown and drop. The disease prefers young, succulent growth; mature leaves are usually not affected.

Fungal spores overwinter inside leaf buds and other plant debris. Wind, water and insects transmit the spores to other nearby plants. Zucchini, roses and zinnia are especially susceptible.

g. **Gray mold** is a fungal disease that travels quickly through gardens, especially during damp, cool to mild weather. It can be identified as grayish colored soft, mushy spots on leaves, stems, flowers, and on produce. Spots may become covered with a coating of gray fungus spores, especially if humidity is high. Fruit or plants shrivel and rot and often develop black, stone-like sclerotia under rotted parts.

Gray mold is often found near the soil surface or in the densest areas of the plant canopy. It develops on wilted flowers first, then spreads quickly to

other parts of the plant. The disease may also occur in storage, causing rotting of harvested fruits and vegetables.

Botrytis overwinters on plants, in or on the soil, and as sclerotia. Spores develop when conditions are optimal, and are moved by wind or splashing water onto blossoms or young leaves, where they germinate and enter the plant. Spores require cool temperatures (45-60 F.) and high humidity (93% and above) to germinate. Germinating spores rarely penetrate green, healthy tissue directly, but can enter through wounds on growing plants. Cuttings are particularly susceptible to infection.

#### 5. LLL IPM APPLICATIONS AND PROTOCOL

- a. <u>Sticky thrips and leafminer traps (blue)</u>. These sticky cards are hung above the canopy of plants located on grow tables and areas utilized in the propagation room and flowering rooms for the capture and monitoring of existing or potential thrips populations.
- b. <u>Sticky aphid and whitefly trap (yellow)</u>. These sticky cards are hung in the sub-canopy area of plants on grow tables and areas utilized in the propagation room and flowering rooms for the capture and monitoring of existing or potential thrips, fungus gnat, or aphid populations.
- c. <u>420 Pest Bully Powder Insecticide</u>. This is non-toxic diatomaceous earth applied to the top of grow bags that are irrigated via drip lines in the cultivation operation. This product is used for pests burrowing into the

root zone. Application quantity and frequency may vary based on an observed population. This product shall be documented as a crop input.

- d. 420 Pest Bully Concentrate. This safe, non-toxic concentrate is mixed with water and applied to plants with a hand pump sprayer. Overhead HPS lamps are turned off during application of concentrate for safety and to avoid plant burn. This application shall be documented as a crop input. Use in the event of an infestation, as it will kill beneficial insects.
- e. <u>Stratiolaelaps scimitus</u> (Hypoaspis mites). A generalist soil predatory mite, capable of controlling fungus gnat larvae, thrips larvae and pupae, pathogenic nematodes, and spring tails in growing medium.
  - a. Apply mites to coco growing medium of mothers, rooted clones, and first transplants all plants once a month for prevention and infestation.
  - b. Follow application and storage instructions provided by supplier.
- f. *Phytoseiulus persimilis :* A predatory mite used in prevention and control of populations of two-spotted spider mite.
  - a. Apply mites to canopy of all plants in production once a month for prevention and once a week for an infestation.
  - b. Follow application and storage instructions provided by supplier.
- g. *Orius insidiosus:* A generalist predator that feeds primarily on thrips, but will also feed on spider mites. Feeds on juvenile and adult thrips.

- a. Apply mites monthly to coco growing medium of mother plants as well as plants with a heavy population of thrips. Insect will crawl and fly between plants.
- b. Follow application and storage instructions provided by supplier.
- h. *Amblyseius cucumeris*: A predatory mite that feeds on thrip larvae.
  - a. Apply sachets of mites to all plants (one sachet per plant) monthly.
    On heavily infested plants, mothers, rooted cuttings, and first transplants, apply loose material to coco growing medium and mites will crawl into the canopy.
  - b. Follow application and storage instructions provided by supplier.
- i. *Atheta coriaria*: A generalist predatory beetle for insects in growing medium.
  - a. Apply beetles to coco growing medium in the event of a fungus gnat infestation.
  - b. Follow application and storage instructions provided by supplier.
- j. <u>Beneficial Nematodes</u>. Steinernema feltiae (Sf) is the largest of the beneficial nematodes and are the product of choice when problems concern more active, shallowly occurring pests such as fungus gnats or mushroom fly larvae. These nematodes tolerate cold better than others.

#### 6. ENVIRONMENT BIOSECURITY

- 6.1 Room environments shall be maintained at 76 degrees Fahrenheit and 55% humidity consistently for optimal plant growth and health. Observed or perceived abnormal environments shall be reported for systems analysis.
- 6.2 Working surfaces including floors, fans, grow tables, carts, shelving, or other areas in grow rooms shall be cleaned and maintained as needed to reduce proliferation of pests, mold, or disease.
- 6.3 Standing water shall be removed from floors upon discovery.
- 6.4 Plant waste shall be collected and contained daily.
- 6.5 Plants will be observed and inspected during routine maintenance for target pests, powdery mildew, or adverse conditions at all times.
- 6.6 Hands and arms will be washed routinely upon exiting grow rooms.
- 6.7 Sticky floor mats shall exist and be utilized at doorways of grow rooms for removal of debris from footwear.
- 6.8 Clean clothes and shoes shall be worn in the grow rooms. Clothing from outside the facility is prohibited in the grow rooms.
- 6.9 Incoming air from outside of the facility servicing grow rooms shall pass through HEPA filters. Filters shall be changed as directed by manufacturer specification.
- 6.10Waste from harvest operations shall be stored in the facility waste dock area to minimize target pest populations. Waste processing shall be maintained and removed from the building regularly.

## **SANITATION ROOM**

#### 1. POLICY

To ensure hygienic growing conditions, cultivation equipment, grow tables, filters, and plant material storage buckets are cleaned and sanitized between each use.

#### 2. SCOPE

It is the responsibility of the Director of Cultivation and Facilities Manager to ensure that all identified items are properly sanitized according to this SOP.

#### 3. CLEANING PROCEDURE

## 3.1 Cleaning Tables

- a. Vacuum leaf debris out of tables.
- b. Remove sticky cards and package for incineration.
- c. Remove crossbars and clean with 70% isopropyl alcohol to remove cannabis oils.
- d. Pressure wash loose debris from table.
- e. Soak table with 10-15 gallons of a 2% bleach solution. (75 ml per 1 gallon)
  - a. Plug hole with drain kit or crimped tubing.
- f. Scrub all surfaces of table until clean of debris, plant matter and oils.
  - a. Interior of table
  - b. Sides of table
  - c. Underside of table
  - d. Frame, including vertical bars
  - e. Crossbars
  - f. Vertical bars
  - g. Any tubing
  - h. Drain kits and drain tubes

- g. Rinse all surfaces THOROUGHLY with clear water using hoses and pressure washer.
- h. If any sticky areas are left after rinsing, clean with 70% Isopropyl Alcohol.
- i. Clear debris out of wheels.
- j. Fix any broken wheels or parts.
- k. Transport to appropriate room.
- l. Squeegee floor once task is complete. Dispose of plant waste and regular trash appropriately.

## 3.2 Cleaning Buckets and Lids

- a. Remove tape from buckets.
- b. Soak buckets and lids in a 2% bleach solution. (75 ml per 1 gallon)
- c. Scrub buckets and lids clean of any cannabis oils.
- d. Rinse clean with plenty of clear water.
- e. Place on clean table and allow to completely air dry before stacking and placing in curing room, turning buckets and lids to hasten the air dry process.
- f. Squeegee floor once task is complete. Dispose of plant waste and regular trash appropriately.

## 3.3 Cleaning Hoods

- a. Fill a brute barrel with enough 2% bleach solution to cover the length of a humidity dome (75 ml per 1 gallon) and fill a second brute with clear water.
- b. Dip swish hood in bleach solution and scrub off any residue if necessary, then dip and swish in clear water to rinse.
- c. Lay on a clean table and allow to completely air dry before stacking and placing in tooling.
- d. Squeegee floor once task is complete. Dispose of plant waste and regular trash appropriately.

## 3.4 Cleaning Flats

a. Soak flats in a 2% bleach solution. (75 ml per 1 gallon)

- b. Scrub flats clean of any debris and residue.
- c. Rinse with plenty of water.
- d. Place on clean table and allow to completely air dry before stacking and placing in the tooling room.
- e. Squeegee floor once task is complete. Dispose of plant waste and regular trash appropriately.

## **IRRIGATION ROOM**

#### 1. POLICY

Biosecurity is a strategic and integrated approach to manage risks in plant life and the safe production of medicine. The Irrigation Room is the location and source of the majority of nutrient and beneficial crop inputs used to ensure the health of medicinal plants in production. Adherence to Irrigation Room procedures ensures safe and consistent delivery of crop inputs and is a critical biosecurity measure to protect medicinal plant material through the prevention, control, and management of biorisk factors.

## 2. SCOPE

It is the responsibility of the Director of Cultivation to ensure that all irrigation room procedures are adhered to according to this SOP.

#### 3. PROCESS OVERVIEW

#### 3.1 Reverse Osmosis (RO)

- a. Water comes in through softener. Ryan Co. handles the maintenance schedule.
- b. ROM Activated. Device Manual TL 4000 Model located on the machine.
- c. Deactivate when not in use.
- d. Filter replace maintenance: Sediment filter once a month. Other filters inspected quarterly to determine need to replace. Change filter when # reaches 50. Pre-filter system.

## 3.2 RO Storage Tanks

a. Two (2) 1,000 gallon tanks. Each tank has its own continuous-run water pump that send water to nutrient storage tanks.

## b. Valve sequencing:

- i. Two valves per tank
- ii. System Valve (Valve #1)
- iii. Bypass Valve (Valve #2)
- iv. Pre-pump Valve (Valve #3) at base of RO tank.

#### 3.3 Nutrient Tanks

- a. Nine (9) tanks in total.
- b. Water pump: Pumps from irrigation to flower rooms. Continuous-run. Prefilter must be maintained and cleaned weekly. Pre-filter pressure gauge monitors pre-filter pressure and should be kept at 20 PSI.
- c. Chiller: Chills the water, set to 69 degrees Fahrenheit, sends chilled water into nutrient tank. Constant circulation. Pressure gauge monitors pressure coming into chiller. Union valve prior to pressure gauge used to set the pressure for water going into chiller. The pressure must remain below 14 PSI.
- d. Irrigation filter. Disc-filter, cleaned weekly.
- e. Gauges: Chiller pressure gauge, post-pump/pre-filter, post-filter.
- f. Valves:
- i. Nutrient tank system valve: when open, nutrient solution is sent to assigned zone for specific tank.

 Bypass valve: Set to approximately 45 degrees F for proper operation pressure. The post filter pressure gauge should read 20 PSI.

- iii. RO service valve: when open, allows water from tank into water pump; fully open during regular operation; only closed for component maintenance and tank cleaning.
- iv. Chiller valve: Set to read 10 PSI (must remain below 14 PSI).

## g. pH and EC Monitoring

- i. Hanna combo grow check meter, monitors pH and EC values in water; continuous-run meter.
- h. Interior bypass/water oxygenation.

## 3.4 Adding Nutrients in Irrigation Room

a. Apply recipe to tank as assigned per calendar attached to tank and document on Crop Input Form. Formulated by Director of Cultivation.

# 4. REVERSE OSMOSIS (RO) WATER TANK VALVES OPERATION PROCEDURES TO FILL NUTRIENT STORAGE TANKS

- 4.1 Open RO Service Valve labeled "Valve 1" located centrally on selected nutrient storage tank for filling. (When valve handle is in line with the pipe it is open.)
- 4.2 Open RO Service Valve labeled "Valve 2" located behind the selected RO storage tank from which to pump.
- 4.3 Close the RO Bypass Valve Labeled "Valve 3" located behind the RO storage tank.

- 4.4 Once desired water amount is obtained, open the RO Bypass Valve labeled "Valve 3." Water levels are marked on the sides of the RO Storage Tanks in 25 gallon increments.
- 4.5 Close RO Service Valve "Valve 2."
- 4.6 Close RO Service Valve "Valve 1" on nutrient storage tank.
- 4.7 Refill RO Storage Tank to maximum capacity of 900 gallons. (Refer to procedure below).
- 4.8 NOTE: Always ensure that valve into nutrient storage tank is open before opening valve at RO storage tank.
- 4.9 NOTE: Both valves at RO storage tank should never be closed at the same time. This will cause detriment to the pump.

## 5. REVERSE OSMOSIS (RO) WATER TANK FILLING PROCEDURE

- 5.1 Connect the hose from the blue Kinetico RO Machine to the 1,000-gallon RO Storage Tanks' connection. Hose should remain connected to the tanks unless access is needed.
- 5.2 Open valve to desired RO Storage Tank for filling. Keep other tank's valve closed.
- 5.3 Turn ON Kinetico RO machine feed pump power switch (top switch).
- 5.4 Fill tank to 900 gallons (max fill line). Calculate time to complete fill using gallons to be filled and flow rate on Kinetico machine. Set alarm on personal device to ensure overfilling does not occur.
- 5.5 Turn feed pump power switch to OFF position once tank is full to 900 gallons.

5.6 In the event of a Kinetico machine alarm notification for "Low Pressure" and "Alarm Reset," press and hold white alarm reset button until alarm lights turn off. Turn off feed pump power. Wait two (2) hours before turning on RO machine.

# 6. NUTRIENT SOLUTION STORAGE TANKS AND AUTOMATED IRRIGATION START-UP PROCEDURE

- 6.1 When a batch of plants is moved into flower, the corresponding tank must be started up.
- 6.2 Fill tank to about 300 gals with RO water (or enough to cover the PVC jets in the tank by at least one inch).

#### 6.3 Turn tank ON

- a. Ensure Netafim filter, basket filter, and pH/EC probes are all in place.
- b. Open wall valve (Valve "A").
- c. Open floor valve (Valve "C") connecting tank and pump.
- d. While holding in the chilled water bypass pipe into the tank, plug in pump.
- e. SLOWLY open bypass valve (Valve "B") until pressure gauge near the wall (past the filter) reads 20 PSI (approximately a 45-degree angle).
- f. Make sure PVC jets inside tank are intact and functioning.
- g. Turn on chiller.
- 6.4 Run water through the two hoses in the room into a Brute barrel until water runs clear and discard water down the drain.

 If tank has not been on in a while, the RO water might need a dose of Flying Skull Z7 (0.5 ml/gal of each parts 1 & 2) and then to run for a while or the water may need to be discarded and filled/started again

- Z7 can be watered into plants so there is no need to pump out the contents
- 6.5 Fill tank to 400 gallons with RO water.
- 6.6 Arrange tables in the appropriate grow room using tape guides on the floor unless instructed otherwise.
  - a. Attach tables to each other and attach wall hoses to appropriate tables.
- 6.7 Place drain hoses and buckets underneath table drains
- 6.8 If newly transplanted plants are going on the table, open the end valve and run the zone for approximately 2 minutes being sure to collect the output
  - a. Close the valve after 1 minute to push water through the emitter hoses to clean them out
  - b. Examine system for leaks and fix them.
  - c. Discard any water down the drain
- 6.9 Top off tank to 400 gal with RO water and add appropriate nutrient mix recipe.
  - a. Add Coco A slowly, wait 15 minutes, and slowly add Coco B.
- 6.10 Run nutrient water through the two zones in the room until nutrient water runs out and discard down drain.
- 6.11 Place emitters into containers

- a. If running 10 plants per table, stick two emitters into coco per plant
- b. Ensure that emitters are not touching any plant material
- c. Ensure that emitter is not folding down the bag

#### 7. NUTRIENT SOLUTION MIXING

- 7.1 Add nutrient mix to nutrient storage tanks in use, daily if needed.
- 7.2 Be sure that plants are not being irrigated at the time of nutrient mixing and pH adjustment.
- 7.3 Mix one tank at a time.
  - a. Using gallon markers on nutrient tank, decide how much total nutrient mix is needed to top off tank to maximum 450 gal.
  - b. Do not let nutrient tank levels get below 250 gallons.
  - c. Each tank waters 2 Zones.
  - d. Total nutrient water used per day per nutrient tank = [(0.0167) (Zone A # of emitters per table) (Zone A # of tables) (Zone A total minutes of watering in 24 hours)] + [(0.0167) (Zone B # of emitters per table) (Zone B# of tables) (Zone B total minutes of watering in 24 hours)].
- 7.4 Refer to calendar attached to tank to see which mix is needed for that tank on the date of mixing.
- 7.5 Refer to crop input binder in irrigation room and select correct nutrient recipe.
- 7.6 Refer to the correct recipe for the calculated refill in 25-gallon increments for the intended nutrient tank.

7.7 Fill nutrient storage tank with RO water from RO water storage tanks using levels on RO storage tank to measure gallons of RO water entering the nutrient storage tank. (REFER TO PROCEDURE ABOVE)

- 7.8 Accurately measure nutrient components on a level surface with a measuring cup. Nutrients are located on the nutrient cart in the irrigation room with refills located in the storage room across from the irrigation room. Be sure to agitate containers of nutrient before measuring.
- 7.9 Slowly add each component one at a time to the nutrient storage tank allowing a little time in between additions. Add Plagron Green Sensation to the tank first if nutrient recipe calls for that component.
- 7.10 Rinse measurement cup between measurements.
- 7.11 Allow the nutrient tank to mix for 15 minutes and check the EC and the pH with the hand meter (See pH/EC procedure below). The target EC and pH are located on the recipe form. Adjust the pH as needed using pH UP or pH DOWN. Use a small measurement cup to adjust pH; not much is needed to see the intended result. Record addition of pH Up or Down on pH adjustment sheet.
- 7.12 Check pH on tanks at least two more times throughout the day. Do not adjust pH while irrigation is running.
- 7.13 Fully complete crop input forms for each in use tank in irrigation room. If no addition was needed, note no fill, but still record total pH adjustment inputs for the day.
- 7.14 Be sure to leave irrigation room clean.
- 7.15 Dispose of empty nutrient containers: triple rinse with water, discard cap, drill hole into bottom of container, and put in garbage bag for disposal.

#### WEEKLY TANK FILTER CLEANING

- a. Turn tank off.
  - a. Be sure that plants are not being irrigated at the time of turning off the tank.
  - b. Turn chiller switch to off for selected nutrient storage tank.
  - c. Turn off pump by unplugging the pump behind selected nutrient storage tank
  - d. Close bypass valve (Valve "B").
  - e. Close valve near floor (Valve "C") connecting tank to the pump.
  - f. No need to close wall valve (Valve "A") because the tank is not being emptied.
- b. Drain Netafim filter canister into a bucket using valve.
  - a. Removing the pH meter can increase the drainage flow.
- c. Unlatch Netafim canister and unscrew filter.
- d. Clean out any nutrient residue from canister.
- e. Replace with clean filter.
- f. Vacuum out basket filter and clean basket filter.
- g. Place Netafim canister back into place securing with the latch and ensuring valve at bottom of canister is closed.
- h. Insert pH meter back into place if it was removed.
- i. Turn tank on.

- a. Ensure Netafim filter and canister (with closed valve), basket filter and pH/EC probes are all in place.
- b. Wall valve (Valve "A") should still be open.
- c. Open floor valve (Valve "C") connecting tank and pump.
- d. While holding in the chilled water bypass pipe into the tank, plug in pump.
- e. SLOWLY open bypass valve (Valve "B") until pressure gauge nearest wall (past the filter) reads 20 psi (approximately 45-degree angle).
- f. Ensure that the PVC jets inside tank are intact and functioning.
- g. Turn on chiller.
- j. Disassemble filter and spray loose material off with water.
- k. Soak filter in bucket of 3ml/gal H2O2 for at least 2 hours
- l. After 2 hours, rinse filter with water ensuring that filter rings are clean. If needed, repeat the soaking process.
- m. Once rings are clean and rinsed, soak filter in water for one hour to ensure rings are rinsed well.
- n. Reassemble filter and place in clean bucket in the pump room for use as a spare.
- o. Clean up any puddles.

#### 9. NUTRIENT SOLUTION STORAGE TANK CLEANING

9.1 After plants are harvested, the tank must be cleaned. The contents in the tank are RO water since the plants were flushed for 7-10 days before harvest.

- 9.2 Fill tank to 450 gallons with RO water.
- 9.3 Add H2O2 to tank at the rate of 3ml/gal
- 9.4 After allowing the H2O2 to mix for one hour, run 40 gallons through the irrigation in the appropriate room into a Brute barrel
- 9.5 Discard Brute contents down the drain.
- 9.6 Turn tank OFF
  - a. Turn off chiller behind selected nutrient storage tank.
  - b. Turn off pump by unplugging behind selected nutrient storage tank.
  - c. Close wall valve (Valve "A").
  - d. Close bypass valve (Valve "B").
  - e. Close valve near floor (Valve "C") connecting tank to the pump.
  - f. Turn off pH meter.
- 9.7 Pump-out contents of tank into sink or floor drain using Mondi pump and a hose.
- 9.8 Pressure wash inside of tank and pump out/vacuum out water.
  - a. Use vacuum that is dedicated to the pump room. Be sure that the vacuum attachments/hose are clean and does not contain dry filter before using inside tank.
- 9.9 Change and clean Netafim filter
  - a. Drain Netafim filter canister into a bucket using the valve. Removing the pH meter can increase the drainage rate.

- b. Unlatch Netafim canister and unscrew filter.
- c. Clean out any nutrient residue in canister.
- d. Screw in clean filter.
- e. Vacuum out basket filter, clean basket filter and put back into place.
- f. Place Netafim canister back into place securing with latch and ensuring valve at bottom of canister is closed.
- g. Clean both the pH and EC meters with a toothbrush and insert back into place.
- h. Disassemble filter in a clean bucket and spray loose material off with water.
- i. Soak filter parts in bucket of 3ml H2O2 per 1 gallon water for at least 2 hours.
- j. Rinse filter parts with water ensuring that filter rings are clean. Repeat H2O2 soaking process if filter rings are not clean.
- k. Soak filter parts in water for one hour to ensure filter is rinsed well.
- l. Reassemble filter and place in clean bucket in irrigation room for use as a spare.
- m. With toothbrush, gently clean pH and EC meter. Re-insert into pipe.
- n. Wipe down outside of tank and clean up any puddles
- o. Label tank as clean and if H2O2 is present in the lines.

## 10. EC/PH METER CALIBRATION (NUTRIENT TANKS)

- 10.1Clean and calibrate pH and EC meters before beginning to use a nutrient storage tank.
- 10.2 Ensure nutrient tank pump is OFF.
- 10.3 Remove pH electrode and EC probe from tank or storage solution.
  - a. When pH electrode is not in use, store the electrode in cap with a small amount of the pH storage solution (HI 70300), ensuring that the electrode tip is immersed in the solution.
- 10.4Rinse with purified water and gently clean with a toothbrush if needed.
- 10.5 Calibrate EC probe.
  - a. From EC measurement mode, press and hold the MODE button until "CAL" is displayed on the lower part of the screen.
  - b. Release the button and immerse the EC probe into the 1413  $\mu S/cm$  solution pouch (HI 70031).
  - c. Once calibration has been automatically performed, the screen will display "OK" for 1 second and the meter will return to measurement mode.
  - d. Rinse pH and EC probes in purified water.
- 10.6 Calibrate pH electrode.
  - a. From the pH measurement mode, press and hold the MODE button until "CAL" is displayed on the lower part of the screen.
  - b. Release the button and the screen will display "pH 7.01 USE."
  - c. Place pH electrode and EC probe in pH 7.01 solution pouch (HI 70007).

- d. The meter will recognize the buffer value and then display "pH 4.01 USE."
- e. Rinse the electrode <u>and EC</u> probe thoroughly and immerse them in the 4.01 buffer solution.
- f. When the second buffer is recognized, the screen will display "OK" for 1 second and the meter will return to normal measurement mode.
- g. Rinse electrode and probe in purified water.
- 10.7 Re-insert pH and EC probes to their respective locations.
  - a. Re-apply thread tape to male end if needed to keep seal watertight.
- 10.8 To troubleshoot a failed calibration, perform pH electrode cleaning process (SEE PROCEDURE) and proceed with calibration procedure again.

## 11. EC/PH MEASUREMENTS WITH HANDHELD METER

- 11.1 Remove probe from storage solution and rinse with purified water.
- 11.2 Press ON button.
- 11.3 Immerse probe into solution to be measured and allow reading to stabilize.
- 11.4 Read pH.
  - a. Press pH button and reading is displayed. Allow reading to stabilize before recording or making adjustments. Target pH is on crop input recipe, but is generally 5.5-5.8. Record pH reading and input adjustment on tracking sheet. Record total quantity of pH Up and/or pH Down on crop input form by the end of the day.
- 11.5 Read EC.

a. Press mS/cm button and reading is displayed. Allow reading to stabilize before recording or making adjustments. Target EC is on crop input recipe. Target EC varies with recipe and plant growth stage. Record EC reading on crop input form. This value should not change throughout the day.

11.6After using, rinse probe with tap water and re-insert into cap filled with storage solution (HI 70300) ensuring that the electrode is immersed in storage solution without air bubbles. Never store probe in water.

## 12. CALIBRATE HANDHELD EC/PH METER

- 12.1Calibrate handheld meters in the Irrigation Room and Propagation room three times a week. Clean and calibrate one of those three times. (SEE PROBE CLEANING PROCEDURE BELOW.)
- 12.2 Switch the meter ON.
- 12.3 Press the pH button to display pH measurement.
- 12.4 Remove the cap from the probe, rinse probe with purified water.
  - a. When probe is not in use, store the probe in cap with the pH storage solution (HI 70300), ensuring that the electrode tip is immersed in solution without air bubbles.

#### 12.5 Calibrate EC.

- a. Rinse probe with purified water.
- b. Immerse probe in 1413  $\mu$ S/cm solution pouch (HI 70031).
- c. Allow temperature to stabilize. Take the temperature of the buffer solution by pressing °C mode and read the displayed value.

d. Refer to the chart on the buffer solution pouch. In m/S cm mode, adjust EC/TDS calibration knob until the screen shows the value at the measured temperature. (1000  $\mu$ S/cm = 1 mS/cm).

e. Rinse probe with purified water.

## 12.6 Calibrate pH.

- a. Rinse probe with purified water.
- b. Immerse probe in 7.01 buffer solution (HI 70007) and stir gently.
- c. Wait for reading to stabilize.
- d. Take the temperature of the buffer solution by pressing °C mode and read the displayed value.
- e. Refer to the chart on the buffer solution pouch. In pH mode, adjust pH calibration knob until the screen shows the pH value at the measured temperature.
- f. Rinse probe with purified water.
- 12.7 Return probe to cap filled with the pH storage solution (HI 70300), ensuring that the electrode tip is immersed in solution without air bubbles.

## 13. CLEANING HANDHELD PH/EC METER

- a. Clean probe once a week before one of the calibrations to prevent buildup on the probe.
- b. Remove the cap from the probe, rinse probe with purified water.
- c. Place electrode in cleaning solution (HI 7061) for 15 minutes.

- d. Rinse probe with purified water and place in storage solution (HI 70300) for 2 hours before proceeding with calibration.
- e. Follow calibration procedure above.

#### 14. RO KINETICO FILTER MAINTENANCE

- 14.1 Monthly, inspect pre-filter in vertical white canister under the machine.
- 14.2Turn OFF water supply to RO machine. Turn valve so it is perpendicular to the pipe.
- 14.3 Unscrew filter canister.
  - a. Using hook-shaped tool sitting on top of the RO machine, slide the tool onto the canister and turn clockwise to unscrew the canister.
  - b. Have a bucket ready to catch spilling water.
- 14.4Visually inspect filter. If filter is a beige color, replace it with a new one. If it is white, continue using it.
- 14.5 Put filter in canister and screw back into place.
- 14.6 Turn water supply RO machine ON.
  - a. Turn valve so it is parallel with the pipe.

#### 15. EYEWASH STATION USE AND MAINTENANCE

## 15.1<u>To Flush Eyes</u>:

a. Hold eyelids open and roll eyeballs so water will flow on all surfaces of the eye and under the eyelid. Flush for at least 15 minutes. Get medical attention.

## 15.2 Eyewash Station Maintenance

- a. Activate eyewash station **monthly** to verify proper operation and to flush the system. This operational check is to be recorded on a log kept in close proximity to the unit.
- b. Keep basin clean and free of trash or debris.
- c. Inspect the eyewash station **annually** to ensure:
  - i. There is a controlled, low velocity flow of water that rinses both eyes without causing injury;
  - ii. Spray heads are protected from airborne contaminants;
  - iii. Spray head protection is removed without a separate motion when activated:
  - iv. Valve actuator is easy to locate, simple to use, opens in 1 second or less, and stays open until intentionally shut off;
  - v. Unit delivers at least 0.4 gallons per minute (1.5 liters) for 15 minutes.
  - vi. Water temperature is tepid (lukewarm).
  - vii. Unit is activated monthly to check for proper operation and to flush the system.
  - viii. All employees are instructed in the location and proper use of the eyewash.

#### **ADMINISTRATIVE**

#### SOP STRUCTURE, MAINTENANCE, AND CONTROL OF CHANGE

## **Standard Operating Procedures**

This manual, titled "Policies and Procedures Manual," is intended to comply with 21 CFR parts 210, 211, and 820.

## 1. Purpose

The purpose of the Standard Operating Procedure (SOP) is to specify the processes used to manage SOPs. This includes the creation, training, review, modification, and archiving of SOPs. This SOP provides details regarding Operating Documents and procedures to ensure regulatory compliance with applicable state and federal law.

## 2. Scope

This procedure applies to all internal operating documents and the personnel who review, write, and approve them.

## 3. Responsibility

Non-supervisory employees are encouraged to review and submit recommendations regarding policy and procedure to their supervisor who shall forward the recommendations to the Director of their department. All official recommendations shall be submitted to GSR's employees with the authority to create or modify procedures within the SOP. Authority to create or modify procedures within the SOP is given to upper-level executives, including the Chief Executive Officer, Chief Operations Officer, Director of Compliance, or other employee designated with this responsibility by the Chief Executive Officer.

#### 4. Enforcement

All supervisors are responsible for enforcing this policy. Employees who violate this policy are subject to discipline up to and including termination from employment in accordance with GSR's <a href="Employee Disciplinary Policy">Employee Disciplinary Policy</a>.

## 5. References / Related Document

**Operating Documents:** 

- Operations
- Security
- Internal Controls

#### 6. Procedure

- 6.1 Policies and Procedures must be reviewed or revised annually.
  - 6.2 Policies and Procedures may be reviewed or revised as necessary in addition to annual reviews.
  - 6.3 Policies and Procedures shall be reviewed by the Director of the department in which the procedures apply.
  - 6.4 Directors reviewing the Policies and Procedures must consider all relevant information regarding the procedure(s) under review.
  - 6.5 Directors shall submit their typed recommendation to an Executive Officer, Director of Compliance, or other employee designated with authority to receive and approve recommendations by the Chief Executive Officer.

6.6 Directors reviewing the Policies and Procedures shall submit a typed recommendation to create, edit, or maintain the procedure(s) under review within ten (10) business days of initial review.

6.7 Submission extensions or exemptions are granted on a case-by-case basis by an Executive Officer, Director of Compliance, or other employee designated with authority to receive and approve recommendations by the Chief Executive Officer.

6.8 Reviews and/or revisions must be approved, in writing, by an Executive Officer or Director of Compliance within thirty (30) days of receipt of a typed recommendation from a Department Director.

6.9 Current and valid Policies and Procedures must include an approval form at the front of the Policies and Procedures manual with the following information:

- The name(s) and signature(s) of the reviewer(s) of the Standard
   Operating Procedure(s);
- The name(s) and signature(s) of the author(s) submitting a typed recommendation (if applicable);
- The name(s) and signature(s) of the employee who authorizes the final version of the Standard Operating Procedure(s);
- Implementation date;
- Page numbers in 1 of 1 format; and
- Version number.

# 7. Summary of Changes / Revision History Table

7.1 <u>21 CFR Part 820.40</u> requires that each manufacturer shall establish and maintain procedures to control all documents that are required under document control. The procedures shall provide for the following:

- A table that lists the section, description of changes, version number, approval date, implementation date, and author of the SOP/Operating Document.
- The Revision History table must be updated each time a procedure is updated and approved.

Standard Operating Procedure Manual

Section	Description of Changes	Ver.	Approval Date	Implementation Date	Approved by
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# **Operating Documents**

Section	Description of Changes	Ver.	Approval Date	Implementation Date	Approved by
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# 8. Approval Signatures

In compliance with <u>21 CFR Part 211</u>, a signature page must be included on the cover or back page of each SOP and individual sections within the SOP.

## HIRING PROCESS, PERFORMANCE EVALUATIONS AND TERMINATION

#### HIRING EVALUATION AND BACKGROUND CHECKS

#### **PURPOSE**

1.1. The purpose of this procedure is to provide instructions for hiring, termination and upkeep of the recordkeeping at GSR.

#### RESPONSIBILITY

1.2. The Director of Operations and/or General Manager is responsible for maintaining and training this P&P.

#### **PROCEDURE**

- 1.3. The following sections outline the process of planning for, acquiring and managing the human resources of the Dispensary function of GSR. These staffing processes and procedures are designed to guarantee that GSR will acquire and maintain adequate numbers of personnel with appropriate skills to meet the operational needs of the organization to meet patient demand, while maintaining complete compliance with regulations and with GSR's high standards of professionalism and service.
- 1.3.1. The procedure outlines the process of acquiring personnel, describes responsibilities assigned to each position, discusses transition of staff to new job duties, and describes policies and procedures that the General Manager will use to manage personnel in each position.
- 1.4. The Director of Operations in coordination with the General Manager will develop and maintain a staffing plan for the Cultivator. The staffing plan will be designed to ensure that the facility is appropriately staffed for efficient operations and that additional positions are filled in accordance with patient demand and financial feasibility.

1.4.1. The Director of Operations and/or General Manager, will review and update the staffing plan quarterly as GSR proceeds through the business life cycle including the start-up, growth, establishment, expansion and maturity stages. The General Manager will determine how to fill each position needed utilizing staff or outside resources.

- 1.5. Agents of GSR must meet all requirements of the Alabama Medical Cannabis Commission Rules and Regulations (AMCC) and be properly registered with the Commission prior to beginning any employment.
- 1.6. It is a company policy to terminate any agent if they are found to have violated any provision of law or regulation and to report any such violation to the Commission and law enforcement as appropriate and in accordance with company termination policies and AMCC.
- 1.7. All agents are subject to all applicable policies established by GSR in this document, the Agent Manual or as otherwise directed by management at any other time. The General Manager is responsible for personnel policy and procedure documentation, maintenance, implementation and training.
- 1.8. It is Company policy not to employ any person who has a misdemeanor conviction for a drug related offense in any capacity. AMCC prohibits any individual with a drug felony from working as an agent.
- 1.9. The General Manager will maintain a personnel record (separate from payroll records to be kept for 7 years) for each agent for at least 60 months after termination of the agent's affiliation with the GSR and will include, at a minimum, the following:
  - 1.9.1. All materials submitted to the Commission pursuant to all applicable laws and regulations;
  - 1.9.2. Documentation of verification of references:

1.9.3. The signed job description or employment contract that includes duties, authority, responsibilities, qualifications and supervision;

1.9.4. Documentation of all required training and the signed statement of the individual indicating the date, time and place he or she received said training and the topics discussed, including the name and title of presenters;

1.9.5. A copy of the application that the company submitted to the Commission on behalf of any prospective agent;

1.9.6. Documentation of periodic performance evaluations, written warnings and performance notes;

1.9.7. A record of any disciplinary action taken; and

1.9.8. All background check reports obtained in accordance with applicable laws and regulations.

1.10. The Director of Operations and/or General Manager will maintain records documenting the stipend, salary and wages paid to each agent and any executive compensation, bonus, benefit or item of value paid to any individual affiliated with the company, including members of the company. Such records will be maintained for a period of at least five (5) years.

1.11. The staffing process will be managed and directed by the General Manager in coordination with the Administrative Controller, and consists of five continuous elements:

1.11.1. Planning;

1.11.2. Acquisition;

1.11.3. Training;

1.11.4. Transition; and

1.11.5. Termination.

- 1.12. The plan for Cultivator staffing is based on business plan assumptions and will be adjusted by the Director of Operations and/or the General Manager in accordance with actual operating needs.
- 1.13. A substantial level of operational risk is introduced when operating without a sufficient number of staff possessing the necessary skills or experience to fulfill their job tasks, or when relying heavily on outside resources to facilitate operations. In order to avoid introducing operational risk, the job skills needed for each position in the facility will be established and agents will be assessed in accordance with the skills needed for their position, thereby allowing the identification and correction of any job skills risk. The three key components of skill set assessments follow:
  - 1.13.1. The General Manager will prepare a Job Skills Gap Assessment for every position filled.
  - 1.13.2. Each agent's supervisor will complete a Job Skills Gap Assessment upon acquisition, at the beginning and end of a probationary period, and once per year thereafter in conjunction with the annual review period.
- 1.14. The Director of Operations and/or General Manager will review the assessments and address any job skills risk.
- 1.15. The Director of Operations and Board will estimate all staffing needs based on market expectations and current resources.
- 1.16. The General Manager will periodically conduct Job Skills Gap Assessments to determine human resources needs based on the known skill gaps and strengths of each agent.

1.16.1. Analysis of Job Skills Gap Assessments will help identify situations where demand for certain skills exceeds supply, such as when critical work demand or personnel numbers or competencies will not meet future needs. It will also help identify situations where future supply will likely exceed demand.

- 1.17. The Director of Operations will review Job Skills Gap Assessments with the General Manager; the two will collaboratively produce suggestions for staffing adjustments, contained in a staffing estimate for the next quarter.
- 1.18. If acquisitions or terminations are proposed, the staffing estimate proposal will be presented to the Board who will approve, deny, or modify the estimate in accordance with projected patient demand and the financial situation of the company as a whole.
- 1.19. Approved staffing estimates will guide additional staff acquisition, termination, transfer, or modification.
- 1.20. The General Manager will acquire all necessary staff. Acquisition will take place in multiple phases fewer agents will be needed in initial phases of operation and more agents will be added to adequately staff the Cultivator as the patient population increases.
- 1.21. In later operational phases, acquisition process may vary depending on the vacant position and any special circumstances including Board approval for a direct non-solicited hire.
- 1.22. The acquisition process will be managed by the Director of Operations and/or General Manager, and will always include, at a minimum:
  - 1.22.1. Performing a criminal background check on the selected candidate to determine eligibility for Commission registration;

- 1.22.2. Provide Pre-employment drug screening;
- 1.22.3. Submittal of fingerprints to the central repository.
- 1.22.4. Application to the Commission for registration;
- 1.22.5. Submitted materials of application to include; the name, address, date of birth, social security number, proof of fingerprint submittal to the Central Registry, request for criminal history background of the prospective agent.
- 1.22.6. Providing new staff with the Employee Manual, which they will be required to review, accept and acknowledge in writing;
- 1.22.7. New hire orientation and training upon successful registration; and
- 1.22.8. Completion of the probationary period.
- 1.23. The acquisition process typically involves the following:
  - 1.23.1. Identification of need;
  - 1.23.2. Job classification and job description preparation;
  - 1.23.3. Solicitation of the vacant position utilizing the methods that best fit the position including, but not limited to:
  - 1.23.4. Reviewing resumes, cover letters, and required job applications for qualified candidates including those with relevant experience and those with complementary skills and a strong potential for growth;
  - 1.23.5. Internal posting;
  - 1.23.6. Partner posting (consultants, non-profit partners, vendors, etc.);
  - 1.23.7. External posting;

- 1.23.8. Local college and or other programs focusing on pharmacy; or
- 1.23.9. Executive search firm.
- 1.24. Performing and recording in the Job Candidate Log reference checks on qualified candidates including:
  - 1.24.1. Verification of address and education; and
  - 1.24.2. Verification of former and current employment.
  - 1.24.3. Recording of information from former supervisors on the candidate's performance if available;
  - 1.24.4. Scheduling first interviews with a member of the Management Team;
  - 1.24.5. Scheduling second interviews (with strong candidates) with the Director of Operations and the General Manager;
  - 1.24.6. Delivery of an offer letter to the 1st choice candidate;
  - 1.24.7. Performing a criminal background check on the selected candidate to determine eligibility for an agent identification card on the basis of Commission requirements and to identify any other possible disqualifying items;
  - 1.24.8. Application to the Commission for issuance of a Cultivator agent identification card; and
  - 1.24.9. Completion of the probationary period.
- 1.25. Consultants may be utilized when approved by the Board and General Manager. All consulting contracts will contain suitability provisions and require compliance with all applicable laws and regulations.

1.25.1. Consultants will receive a written copy and acknowledge all policies and procedures. Consultants may be used for circumstances, including but not limited to, when the staff does not possess the necessary qualifications for necessary operations; where third-party services are desired for separation of duties (i.e. accounting, audit and compliance); if the position does not call for a full-time agent but requires a specific skill set; during the period a necessary position is vacant; or for any other reason deemed acceptable by the Board.

- 1.26. Pursuant to AMCC, all Cultivator agents will apply to the Commission for an agent identification card prior to beginning employment at the GSR. Once issued the card will be donned at all times while on the premises of the facility.
- 1.27. All Cultivator agents will be issued a Cultivator agent identification card from the Commission prior to commencing work at the facility. GSR will not hire any person that is not eligible for Commission-Issued Cultivator agent identification card. The card shall:
  - 1.27.1. Include a photograph of the agent taken no more than 6 months before the date of the application;
  - 1.27.2. Be renewed every 2 years;
  - 1.27.3. Remain the property of the Commission and the Commission may order the return of seizure of an identification card if the registration is revoked or expires;
  - 1.27.4. If lost or stolen or destroyed, a copy of notification to the Commission shall be evidence of registration until a new card is obtained from the Commission;
  - 1.27.5. If lost or stolen or destroyed, within 24 hours of becoming aware of the

loss the General Manager shall:

1.27.5.1. Report the loss, theft or destruction to the Commission;

1.27.5.2. Apply for a replacement card;

1.27.5.3. Pay a replacement card fee.

1.28. In order to provide equal employment and advancement opportunities to all individuals, employment decisions at GSR will be based on merit, qualifications and abilities. All managers and supervisors will comply with Equal Employment Opportunity Commission (EEOC) guidelines when managing personnel issues. GSR will not discriminate in employment opportunities or practices on the basis of:

1.28.1. Race, national origin or ethnic background;

1.28.2. Height and weight;

1.28.3. Credit rating or economic status;

1.28.4. Religious affiliation or beliefs;

1.28.5. Citizenship;

1.28.6. Marital status, civil partnership or number of children.

# REPORTS REQUIRED

1.29. None required

# **AUTHORIZATION FOR DEVIATION**

1.30. The Director of Operations or General Manager must direct any deviation from the standard procedure.

APPROVAL, REVIEW, REVISION AND DISTRIBUTION

1.31. The standard procedure shall be reviewed by the Director of Operations and/or the General Manager yearly, following the issuance or last revision or review date. Any revision must be signed by the General Manager and verified by an executive team member prior to being distributed. Distribution of revisions and collection of any outdated versions shall be the responsibility of the General Manager. The General Manager will scan the originals into the computer and retain the signed originals in a binder in their office.

PERFORMANCE EVALUATION AND TERMINATION

JOB PERFORMANCE

Communication between employees and supervisors or managers is very important.

Discussions regarding job performance are ongoing and often informal. Employees

should initiate conversations with their supervisors if they feel additional ongoing

feedback is needed.

Formal performance reviews are offered at various points throughout the year. These

reviews include a written performance appraisal and discussion between the

employee and the supervisor about job performance and expectations for the future.

TERMINATION OF EMPLOYMENT

**Voluntary Termination** 

While the Company hopes to mutually benefit from each individual's continued

employment, it may become necessary for an employee to leave the job. In all cases

of voluntary resignation (one initiated by the employee), employees are asked to

provide a written notice to their supervisors at least 14 days in advance of the last

day of work. Holidays and paid time off (PTO) will not be counted toward the 14-day

notice. Employees who provide the requested amount of notice will be considered to

have resigned in good standing and generally will be eligible for rehire.

An employee may be considered to have voluntarily resigned if the employee:

• Fails to return from an approved leave of absence; or

• Fails to report to work without notice.

**Involuntary Termination** 

An employee may be involuntarily terminated for any reason.

# **COMPANY BENEFITS**

The Company will comply with all applicable laws on providing employee benefits.

## DRUGS AND ALCOHOL POLICY WORKPLACE POLICY

Employees are prohibited from reporting to work or being at work while under the influence of intoxicants, controlled substances, or alcohol. Employees are prohibited from consuming any alcoholic beverages while working.

While on Gulf Shore Remedies property or while performing Gulf Shore Remedies business off premises, employees may not possess, use, manufacture, distribute, sell or dispense of illegal drugs, alcohol, or controlled substances other than those lawfully prescribed and properly used by the employee, or have such drugs in their system in any measurable quantity. The unlawful use, possession, sale, or dispensation of illegal drugs is also prohibited during nonworking time to the extent that it violates laws or adversely affects the reputation of Gulf Shore Remedies.

Employees who use legally prescribed drugs during work and have any reason to expect that such use may affect their ability to safely perform work, must report this to their supervisor and the Human Resources Director.

Pursuant to this policy, Gulf Shore Remedies may administer the following tests:

- Post-Offer/Pre-Employment Testing: As a pre-qualification to assuming any position, employees who have received an offer of employment may be required to provide a body substance sample for drug testing.
- Post-Accident Testing: An employee who is involved in an incident or accident that injures the employee or any other person, or damages Gulf Shore Remedies property, while on duty, may be required to provide a body substance sample for drug testing and may be required to be tested for alcohol use if there is a basis for management to suspect that alcohol may have been a factor. An employee who is believed to be responsible for causing an accident may also be asked to provide a body

substance sample. If directed, any employee involved in an accident must submit to a post-accident test within four (4) hours after the accident, unless physically unable.

- Reasonable Suspicion Testing: This test may be required if significant and observable changes in employee performance, appearance, behavior, speech, etc. provide reasonable suspicion of his/her being under the influence of drugs and/or alcohol, or otherwise in violation of this policy, as determined by management.
- <u>Periodic or Random Testing</u>: Employees may be subject to periodic and/or random drug testing.

Employees who are injured on the job are required to undergo a drug and alcohol test. Workers' Compensation and Unemployment Compensation will not be awarded to an employee who is injured or terminated as a result of the use of illegal drugs.

Any employee who refuses to submit to a drug test, failing a test, refusing to execute the consent forms and paperwork, or attempting to adulterate a specimen will be immediately terminated. An employee who refuses to submit to or cooperate with a test after an on-the-job accident or injury may forfeit his or her right to recover Workers' Compensation benefits and will be immediately terminated.

## OCCUPATIONAL HEALTH AND SAFETY POLICY

Gulf Shore Remedies is committed to providing a clean, safe, and healthful work environment for its employees. Maintaining a safe work environment, however, requires the continuous cooperation of all employees. Gulf Shore Remedies and all employees must comply with all occupational safety and health standards and regulations established by the Occupational Safety and Health Act and state and local regulations.

Gulf Shore Remedies' Employee Safety Plan 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. Gulf Shore Remedies will also follow mandatory standards for general industry and any other applicable standards, as well as any guidance specific to the cannabis industry. 29 CFR 1910. Gulf Shore Remedies will comply with standards for recording and reporting occupational injuries and illnesses. 29 CFR 1904. 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.

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. Gulf Shore Remedies will cooperate with all reasonable OSHA and EPA inspections and compliance reviews. Gulf Shore Remedies will provide training and materials explaining the applicable standards and guidelines for all employees during the initial getting acquainted 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. Employees will undergo training on how to maintain OSHA safety protocols while on premises, such as: wearing 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. Gulf Shore Remedies will use the HACCP system throughout all stages of production to avoid dangerous work environments throughout the processing 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.

Next, Gulf Shore Remedies will provide gloves, coveralls, and respirators for use in conjunction with hazardous and potentially health-afflicting materials. To ensure worker and consumer safety, Gulf Shore Remedies 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. Gulf Shore Remedies will require employees to wear slipresistant shoes within production areas.

Gulf Shore Remedies 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 food or drugs.

Gulf Shore Remedies will also keep Emergency Kits in marked locations throughout the facility for quick access in an employee safety emergency. Employees 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.

In addition, all employees are expected to obey safety rules and exercise caution and common sense in all work activities.

# **ACCIDENT AND INJURY REPORTING**

If there is an accident and/or an employee is injured on the job, he/she must report the injury immediately to his or her supervisor, no matter how insignificant the accident or injury may appear. This reporting is necessary to comply with Company policy and, as applicable, federal, and state laws and to initiate insurance and Workers' Compensation benefits should the benefits be needed immediately or in the future.

It is the responsibility of the employee's supervisor to ensure that the appropriate accident/injury reporting forms are completed and submitted to the Human Resources Director so that Gulf Shore Remedies' insurance carriers (including worker's compensation) can be notified within twenty-four (24) hours of the accident. Gulf Shore Remedies may require employees involved in an accident to undergo drug testing within four (4) hours of the accident (to the extent physically able to do so).

Workers' Compensation insurance is provided to all employees in accordance with applicable state laws. Because each state or jurisdiction has its own workers' compensation laws, these laws dictate the amount of benefits an employee can receive and for how long the employee can receive them. Employees who become unable to work because of a work-related illness or injury must inform their supervisor as soon as possible. Employees who miss work due to a work-related illness or injury may be compensated for lost wages depending upon applicable law. Time off work resulting from a workplace injury may fall under the criteria for Family and Medical Leave Act under that law. If so, the employee will be expected to comply with the terms of Family and Medical Leave Act or other Company leave policies & procedures.

Throughout the course of treatment and recovery, employees are expected to maintain timely communication regarding scheduled medical treatment, and work status updates from medical providers.

Workers' Compensation benefits are for those injured on the job. If an employee is aware of anyone abusing the Workers' Compensation, a supervisor should be notified immediately. Gulf Shore Remedies reserves the right to prosecute in case of abuse in collecting Workers' Compensation benefits.

# **VIOLENCE IN THE WORKPLACE**

Gulf Shore Remedies promotes a safe work environment for all employees and does not tolerate any type of violent behavior committed by or against employees. All employees are expected to conduct themselves in a professional manner.

Threatening or violent behavior committed by anyone against employees, vendors, or clients during work or off-duty hours will not be tolerated. Such behavior may include but is not limited to the following:

- 1. Physical injury to another person;
- 2. Threats:
- 3. Behavior that creates a reasonable fear of injury in another person;
- 4. Intentionally causing damage to employer property or property of another employee; and
- 5. Committing acts motivated by, or related to, sexual harassment or domestic violence.

Statements or gestures which in any way suggest that the employee may engage in violent conduct will be taken seriously by management and responded to appropriately.

Employees have a responsibility to report any potentially dangerous situations or unauthorized individuals on Gulf Shore Remedies premises to management immediately. Reports of statements or behavior which may violate this policy will be investigated promptly and in as confidential a manner as possible. An employee suspected of violent behavior may be placed on leave during an investigation until a course of action is determined.

Incidents involving violent behavior by an employee may warrant disciplinary action up to and including termination of employment.

## SEXUAL HARASSMENT AND DISCRIMINATION POLICY

#### SEXUAL HARASSMENT

While prohibited harassment may be based on any characteristic protected by law, the issue of sexual harassment requires special attention. Sexual harassment can include all of the above actions, as well as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, and other verbal or physical conduct of a sexual nature. The Company prohibits any verbal, written, physical, or visual conduct of a sexual or gender-stereotypical nature that unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment. Sexually harassing or gender-based hostile conduct need not be motivated by sexual desire. Sexual harassment may be a single incident or a series of harassing acts. Inappropriate conduct that is sexually harassing in nature can involve individuals of the same or opposite sex, a supervisor (or manager) and subordinate, co-workers, an employee, or a non-employee (third party) such as a customer, contractor, vendor, or supplier.

Sexual harassment also includes harassment based on gender (including gender identity and gender preference), pregnancy, childbirth, or related medical conditions, transgender and sexual orientation (meaning one's heterosexuality, homosexuality, or bisexuality), and sex stereotyping. Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy.

"Gender expression" means a person's gender-related appearance or behavior, whether or not stereotypically associated with the person's sex at birth.

"Gender identity" means a person's identification as male, female, a gender different from the person's sex at birth, or transgender.

"Sex stereotype" means an assumption bout a person's appearance or behavior, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex.

Examples of conduct that violates this policy include, but are not limited to:

**Verbal harassment**: making requests for sexual favors, unwelcome sexual advances, engaging in sexually graphic or degrading sexual comments, derogatory jokes, comments or slurs about a person's body or negative stereotyping;

**Written harassment**: sending sexually suggestive, obscene, or offensive memoranda, letters, notes, emails, text messages, social media posts, or cards;

**Physical harassment**: making offensive physical contact, including hugging, touching, blocking movements, massaging, kissing, grabbing, pinching, patting, or brushing up against another person's body; or

**Visual harassment**: leering, making sexual gestures, displaying or distributing sexually suggestive content such as cartoons, drawings, pictures, posters, or internet websites.

**Abusive conduct**: repeated verbal abuse, derogatory remarks, insults, and epithets; verbal or physical conduct that is threatening, intimidating, or humiliating; or sabotaging or undermining an employee's work performance.

Gulf Shore Remedies encourages appropriate and collegial relationships among employees; however, employees must be sensitive to conduct that may be considered offensive by fellow employees and must refrain from engaging in such conduct. Conduct prohibited by this policy is also unacceptable in any setting outside of the workplace, such as during business trips, business meetings or business-related social events regardless of whether the conduct is engaged in by a supervisor, coworker, client, customer, vendor, or other third party.

#### DISCRIMINATION POLICY

Gulf Shore Remedies provides equal opportunity to all employees and applicants for employment. No person is to be discriminated against in employment opportunities or practices on any basis protected by applicable federal, state, or local law including race, religion (including religious dress and religious grooming), ethnicity, color, ancestry, creed, age, genetic information, disability (mental and physical, including HIV and AIDS), medical condition (cancer/genetic characteristics & information), national origin (including language use restrictions), sex (gender, gender identity, gender expression), sexual orientation, marital status, familial status, parental status, domestic partner status, citizenship status, pregnancy (including perceived pregnancy, childbirth, breastfeeding or related medical conditions), military caregiver status, military status, veteran status, or any other status protected by federal, state, or local law. The spirit and intent of this policy also applies to all of our professional and client relationships.

Any violation of this policy will not be tolerated and will result in appropriate disciplinary action, up to and including termination. If an employee believes someone has violated this policy, the employee should report it to any member of the management team. All reports will be promptly, thoroughly, and objectively investigated. Any form of retaliation against anyone for reporting perceived violations of this policy, pursuing any such claim, or cooperating in any way in the investigation of such claims is strictly prohibited.

## HARASSMENT FREE WORKPLACE

Gulf Shore Remedies is committed to a work environment free from unlawful harassment in which everyone is treated with respect and dignity while working, while on Gulf Shore Remedies premises, while traveling on Gulf Shore Remedies business, or at Gulf Shore Remedies social functions. Gulf Shore Remedies has zero tolerance for unlawful harassment.

Harassment is defined as unwelcome verbal, visual, written, or physical conduct that has the purpose or effect of creating an intimidating, offensive, oppressive, or hostile work environment, which unreasonably interferes with work performance. Harassment can be verbal (including slurs, jokes, insults, epithets, derogatory comments, threats, gestures, or teasing), graphic (including offensive posters, symbols, cartoons, drawings, computer displays, or e-mails), or physical conduct (including physically threatening another, blocking someone's way, etc.) that offends an individual because of any protected characteristic so as to affect their ability to perform the job, or otherwise interfere with and undermine their personal sense of well-being. Comments or actions of this type, even if intended as a joking matter among friends, are always inappropriate in the workplace and will not be tolerated. Depending upon the totality of the circumstances, a single incident may violate this policy, even if it is not deemed to be unlawful. Because it is difficult to define unlawful harassment, employees are expected to behave in a professional and respectful manner at all times.

No supervisor or manager should participate in such behavior and must take immediate action to stop those who are known to be or suspected of being involved in such conduct. The supervisor must also contact and report the information to the Human Resources Director or General Counsel.

## COMPLAINT PROCEDURE

If you believe you have been discriminated against, harassed, or retaliated against, or you have witnessed another employee experience discrimination, harassment, or retaliation, you should immediately report the matter to any member of the management team. No employee will be required to complain directly to their immediate supervisor or any individual who has committed the alleged discrimination, harassment, or retaliation. If any supervisor at Gulf Shore Remedies becomes aware of, or encounters harassment, or is informed by any employee of possible misconduct or harassment, the supervisor is required to report this

information to the CEO or the Human Resources Director immediately. Failure to do so will subject the supervisor or manager to discipline.

#### INVESTIGATION

When Gulf Shore Remedies receives a complaint of harassment (or other conduct prohibited by this policy), we will promptly and thoroughly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include a private interview with the person filing the complaint and with witnesses. We will also interview the person alleged to have committed harassment. When we have completed our investigation, we will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

Gulf Shore Remedies expects employees to cooperate in investigations by participating in interviews and answering questions to the best of their knowledge. Any attempt by an employee to impede or otherwise take steps to undermine the integrity of an investigation will be a violation of this policy.

#### DISCIPLINE

If the Company determines a violation of this policy occurs, it will undertake disciplinary action, up to and including possible termination, even when the conduct does not constitute a violation of any laws prohibiting harassment or discrimination. Under California law any employee who violates this policy may be personally liable for monetary damages, without regard to any liability on the part of the Company.

## RETALIATION PROHIBITED

The term "retaliation" includes, but is not necessarily limited to, any adverse employment action, intimidation, or threats taken because an employee has engaged in protected conduct. Protected conduct under this policy includes, but is not limited

to, reporting or complaining in good faith about any discrimination or harassment, or participating in good faith in an investigation about alleged discrimination or

harassment.

It is a violation of policy for anyone to retaliate, threaten, or seek any type of reprisal

against an individual who reports harassment or discrimination or who participates

or cooperates in an investigation regarding harassment or discrimination. Persons

engaging in any form of retaliation will be subject to disciplinary action, up to and

including termination.

WHISTLEBLOWER PROTECTIONS

The Company will not penalize/discriminate against an employee on the basis of their

(i) reporting a believed violation of applicable law, (ii) objecting to a directive to

violate applicable law, or (iii) refusing to violate applicable law. Employees will not

be penalized for acting on any rights protected by law.

REASONABLE ACCOMMODATIONS OF RELIGIOUS BELIEFS, OBSERVANCES, AND

**PRACTICES** 

Gulf Shore Remedies will consider reasonable accommodations for employees who

need an accommodation based on a sincerely held religious belief. Employees who

believe they need such an accommodation should contact the Human Resources

Director. Employees making such requests for accommodation are protected from

retaliation or discrimination, whether or not the request is granted.

EMPLOYEES AND APPLICANTS WITH DISABILITIES

Gulf Shore Remedies is committed to complying with all applicable provisions of the

Americans with Disabilities Act ("ADA"). Gulf Shore Remedies provides reasonable

accommodations for employees and job applicants with disabilities to enable them to

apply for positions and for employees to perform the essential functions of their jobs,

unless it would result in an undue hardship for Gulf Shore Remedies, or such individuals pose a direct threat to the health and safety of themselves or others.

Employees should contact their manager and the Human Resources Director for accommodation requests. Gulf Shore Remedies will then engage in the interactive process with the employee (which may include the employee providing additional information).

# **EQUAL EMPLOYMENT OPPORTUNITY**

Gulf Shore Remedies is an equal opportunity employer. It is Company policy that all employees have a right to work in an environment free of discrimination, which encompasses freedom from any form of harassment, as well as protection from retaliation for reporting or objecting to harassment/discrimination or participating in an investigation of reported incidents.

CONFIDENTIALITY, NON-DISCLOSURE, AND NON-CIRCUMVENTION POLICY

CONFIDENTIAL INFORMATION

Employees shall not share information that is confidential and proprietary about the

company. This includes information about trademarks, upcoming product releases,

upcoming services, sales, finances, number of products sold; number of employees;

company strategy; and any other information that has not been publicly released by

the company.

These are given as examples only and do not cover the range of what the company

considers confidential and proprietary. If an employee has any question about

whether information has been released publicly or doubts of any kind, he or she

should speak with his or her Direct Supervisor before releasing information that

could potentially harm our company, or our current and potential products,

employees, partners, and guests. Employees may also want to be aware of the points

made in any non-disclosure agreement that each Team Member may have signed

when they joined our company.

Coosa's logo and trademarks may not be used without explicit permission in writing

from the company. This is to prevent the appearance that an employee speaks for or

represents the company officially.

RESPECT AND PRIVACY RIGHTS COMPONENTS

Speak respectfully about the company and our current and potential employees,

guests, partners, and competitors. Do not engage in name calling or behavior that will

reflect negatively on Coosa's reputation. Note that the use of copyrighted materials,

unfounded or derogatory statements, or misrepresentation is not viewed favorably

by Coosa and can result in disciplinary action up to and including employment

termination.

Coosa encourages each employee to write knowledgeably, accurately, and using

appropriate professionalism.

Honor the privacy rights of our current employees by seeking their permission before

writing about or displaying internal company happenings that might be considered

to be a breach of their privacy and confidentiality.

**SOLICITATION** 

Employees should be able to work in an environment that is free from unnecessary

annoyances and interference with their work. In order to protect our employees and

visitors, solicitation by employees is strictly prohibited while either the employee

being solicited or the employee doing the soliciting is on "working time." "Working

time" is defined as time during which an employee is not at a meal, on break, or on

the premises immediately before or after his or her shift.

Employees are also prohibited from distributing written materials, handbills, or any

other type of literature on working time and, at all times, in "working areas," which

includes all office areas. "Working areas" do not include break rooms, parking lots, or

common areas shared by employees during nonworking time.

Nonemployees may not trespass or solicit or distribute materials anywhere on

company property at any time.

#### INVENTORY CONTROL

#### INVENTORY MANAGEMENT, CONTROL AND RECONCILIATION

#### **PURPOSE**

1.1 The purpose of this procedure is to outline the operational procedures for inventory management, control and reconciliation.

#### RESPONSIBILITY

1.2 The Director of Operations or Director of Cultivation is responsible for maintaining and the training of the SOP.

#### **PROCEDURE**

- 1.3 The Director of Cultivation is assigned responsibility for oversight of all inventory management activities and for implementing and enforcing the contained policies and procedures.
- 1.4 It is established that the Director of Cultivation will ensure the cumulative inventory of cannabis plants, cannabis seeds, and saleable cannabis biomass reflects the projected needs of the market.
- 1.5 The Board and the Director of Cultivation will work collaboratively to assure that inventory is tracked from seed to sale, counted and recorded at required intervals, and that any discrepancies are reported to the appropriate authorities as outlined in the Anti-Diversion Plan.
- 1.6 The seed to sale system is accurate and capable of producing, upon request, reports on all cannabis plants in cultivation, cannabis products in storage, and that have been sold. All inventory policies and procedures relevant to the acquisition, receipt and transport of cannabis are comprehensively addressed.

1.7 Discrepancies identified during inventory that are not due to documented causes will be reported to the Director of Cultivation and the causes will be investigated. Any suspected cases of diversion, theft, loss and any criminal action involving GSR, or an Employee will be reported to the Local Authorities, Department and the AMCC. The Director of Cultivation will also report any verifiable incident of theft or loss of cannabis to the local authorities and the commission.

- 1.8 The Director of Cultivation is responsible for oversight of all inventory control and management. The responsibilities include, but are not limited to real-time inventory tracking, inventory counts and audits, reconciliation of inventory discrepancies, preparing transfers, packaging and labeling final cannabis products, inventory recordkeeping, and reporting.
- 1.9 The Cultivation Manager is also responsible for developing and implementing inventory training for all agents and will have the authority to delegate specific inventory control, management, or recordkeeping tasks to qualified managers or agents.
- 1.10 The Director of Cultivation will have oversight of the inventory control system for the facility. The Management have responsibility for ensuring accurate recording and accountability of all inventories, as well as accurate recording of all inventory movements in the Cultivation.
- 1.11 The Director of Cultivation must ensure the cumulative inventory cannabis plants and cannabis products reflect the projected needs of licensed producers. Production volumes should be sufficient to meet, but not substantially exceed market needs.
- 1.12 The Director of Cultivation is responsible for the accurate real-time reporting of inventory. The selected automatic data processing seed to sale system, the STS System will be used for real-time inventory management

and tracking cannabis throughout operations. The system utilized involves reporting daily beginning and ending inventory including:

- 1.12.1. Cannabis plants in various stages of cultivation
- 1.12.2.Cannabis seeds in storage for future use
- 1.12.3. Cannabis products in process.
- 1.12.4. Finished cannabis and cannabis products.
- 1.12.5.All damaged, defective, expired or contaminated cannabis awaiting disposal.
- 1.12.6.Sales.
- 1.12.7. Shipments or transfers; and
- 1.12.8. Disposals of unusable cannabis.
- 1.13 The Director of Cultivation or his/her designee must ensure that the inventory management system is maintained and provides adequate documentation of all cannabis plant and product movements from creation to distribution or destruction.
- 1.14 The Director of Cultivation or his/her designee will conduct an initial comprehensive inventory of all cannabis plants and products, which will be recorded and categorized in the STS system.
- 1.15 The Director of Cultivation or his/her designee must maintain procedures which reconcile cannabis products cultivated or created with cannabis products disposed, in storage, for sale, in transport in real-time. Significant variances must be documented, investigated by the Director of Cultivation and reported to the Board for review. This will enable the company to promptly detect diversion, theft, or loss.

- 1.16 The Director of Cultivation or his/her designee will ensure that all required cycle counts and electronic inventory management activities. Quarterly comprehensive inventory counts will be conducted under the Director of Cultivations supervision and reconciled to the perpetual inventory records in the STS system.
- 1.17 Significant variances or discrepancies will be documented, investigated by the Board, and reported to law enforcement and appropriate regulatory body if criminal activity is suspected.
- 1.18 The Director of Cultivation or his/her designee will keep records of all cannabis plants grown, products sold or otherwise disposed of by destruction. These records will include, at a minimum:
  - 1.18.1. Name and form of the cannabis product.
  - 1.18.2. Batch and lot number(s);
  - 1.18.3. Amount of the cannabis product
  - 1.18.4. Lab results pertaining to the specific batch
  - 1.18.5. Sales price.
  - 1.18.6. Date of sale.
  - 1.18.7. Name and license number of the purchasing licensed producer.
  - 1.18.8. If disposed, the name, form, batch number, quantity, date, manner of disposal and reason for disposal for any cannabis products destroyed.
- 1.19 At least once every 30 days, the Director of Cultivation or his/her designee will conduct an inventory audit:

1.19.1. The Director of Cultivation or his/her designee will compare physical inventory counts conducted by an agent with electronic inventory records in the STS system.

- 1.19.2. Using this method, the Director of cultivation or his/her designee will promptly detect diversion, theft, or loss and take immediate action to reconcile inventory discrepancies, if any.
- 1.19.3. The Director of Cultivation or his/her designee will conduct the audit and produce an inventory audit report for the Board at least once every 30 days.
- 1.19.4. If any inventory discrepancy is identified during the audit, the Director of Cultivation will investigate, identify the source of the discrepancy, and take corrective action; and
- 1.19.5. Discrepancy investigation and resolution will be recorded, and records maintained for a minimum of five (5) years. The Department and AMCC will be notified of any discrepancy and all corrective actions taken with five (5) business days.
- 1.20 The Director of Cultivation or his/her designee will oversee the documentation of all inventory procedures conducted in the facility and ensure that all inventory records are maintained. Inventory will be comprehensively tracked and recorded in the STS system, and standard or custom reports can be produced upon demand. The STS system will also maintain agent records, transportation records, records of recall or withdrawal activities, analytical test results, and any other type of record pertaining to operations or products.
- 1.21 GSR utilizes a secure cloud-based document management system for the electronic storage of all required records, including but not limited to

business records, compliance-related records, and security records. All inventory documentation required will be retained for at least five (5) years and records will be made available to the Department, AMCC and law enforcement upon request.

- 1.22 The Director of Cultivation or his/her designee will maintain an internal Inventory Log to record:
  - 1.22.1. The date of an inventory process.
  - 1.22.2. A summary of the inventory findings.
  - 1.22.3. Any discrepancies found.
  - 1.22.4. Discrepancy resolution, if any; and
  - 1.22.5. The name, identification number, and title of the agent or manager who conducted the inventory process.
- 1.23 The Director of Cultivation or his/her designee are responsible for ensuring that all cannabis and cannabis products are:
  - 1.23.1. Labeled clearly and unambiguously as medical cannabis.
  - 1.23.2. Not presented in packaging that is appealing to children.
  - 1.23.3. Packaged and labeled in a manner to allow tracking using the STS; and
  - 1.23.4. Prepared and packaged in accordance with the standard operating procedures.
- 1.24 The Director of Operations and the Director of Cultivation will develop, implement, and maintain detailed written procedures for the receipt, identification, storage, handling, sampling, and approval or rejection of cultivation input materials and packaging materials.

1.25 Management personnel will utilize the STS system to facilitate compliant operations, inventory control, diversion prevention, product tracking and recall, recordkeeping, and bookkeeping, among other items.

- 1.26 The cloud-based system assures that all records will be secure, complete, legible, and current, while remaining printable. The STS System will collect and store all records for a minimum of five (5) years electronically and will permit record printing for storage in paper format onsite if required or desired.
- 1.27 The POS system is cloud-based, accessible by the Board and Director of Cultivation or his/her designees 24 hours a day, seven days a week, and provides for instant location of all products in inventory. The system allows complete inventory control, which documents beginning inventory, acquisitions, sales, disposal, and ending inventory.
- 1.28 In addition to the real-time, comprehensive inventory tracking provided by the system, the Board requires that physical inventories are conducted daily, weekly, monthly, quarterly, and annually by the Director of Cultivation or his/her designee. The real-time, perpetual inventory system will be verified with the mandatory physical inventory counts. Inventory audits will be conducted at least monthly and as often as desired thereafter.
- 1.29 The STS System provides a way for GSR to comprehensively manage inventory, provides a point-of-sale functionality that is integrated with the inventory management features and can interface with the State Compliance Database, and stores and manages records while maintaining confidentiality and privacy protection.
- 1.30 Sales processes will be guided, controlled, and recorded by the system in the following ways:

1.30.1. Each cannabis package will be affixed with a bar code that automatically enters the product into inventory and provides access to comprehensive production records, including test results, when scanned.

- 1.30.2. The system will require the agents transferring cannabis products to enter required information about the transfer and will alert the agent if the order presented does not match the shipping manifest.
- 1.30.3. When moved into general storage, the cannabis product will be scanned and moved into cannabis product inventory eligible for sale.
- 1.30.4. Throughout the process, the system will track the cannabis product's movements and will provide comprehensive records from the final sale to a licensed producer back to the initial creation of the plant or harvest batch.
- 1.31 As a combined STS system, the STS System will provide the sole point-of-sale and tracking system used by GSR and will maintain confidential records. The Director of Cultivation or his/her designee must ensure that the STS System provides sufficient controls to prevent diversion, or fulfillment of an order that has already been fulfilled, and also provides comprehensive real-time tracking of all inventories sold.
- 1.32 Automatically remove all cannabis products sold from electronic inventory in the system, once the transaction is complete. These products will be marked as sold, and will be recorded as such in the daily inventory reports.
- 1.33 Automatically enter or prompt employee to manually enter the following information in the Registry:
  - 1.33.1. Date sold
  - 1.33.2. Manifest and transport details

- 1.33.3. Quantity of cannabis product sold; and
- 1.33.4. Form of cannabis product sold.
- 1.34 The Director of Cultivation or his/her designee is responsible for maintaining accurate inventory levels and for the reconciliation of the disposition of each cannabis product. Additional production-area-specific inventory measures include, but are not limited to:
  - 1.34.1. Reconciliation of cannabis products ordered, acquired, sold, transferred, in storage, and disposed of will be performed to identify any unaccounted inventory. Such calculations will be performed by a Director of Cultivation or his/her designee and independently verified by the Director of Operations.
  - 1.34.2. When reconciliation identifies an inventory discrepancy, the Director of Cultivation will investigate and determine, to the extent possible, the source of the discrepancy. The deviation will be documented, justified, and approved by the General Manager and the Director of Operations.
  - 1.34.3. Each cannabis product sale, transfer or disposal of by the operation will be accompanied by detailed records of the cannabis product's final disposition and will be properly accounted for in electronic inventory records in the STS System; and
  - 1.34.4. The fate of any scrap, cannabis waste, and any rejected constituents or packaging materials will be recorded.
- 1.35 The STS system is cloud-based, accessible by the Board and the Director of Cultivation or his/her designee 24 hours a day, seven days a week, and provides for instant location of all products in inventory, whether raw input materials, finished products in storage, or cannabis products dispensed. The

system allows complete inventory control, which documents beginning inventory, acquisitions, sales, disposal, and ending inventory daily.

- 1.36 The STS system will record all inventory movements and manifest activities, the date of occurrence, and the electronic signature and unique identification number of the agent utilizing the system. Inventory records, and all transaction records will maintain an audit trail and back-up system so that no initial entry can be made illegible, and the record is protected from loss, damage, or unauthorized use. This process allows from the proper monitoring and tracking of all inventory and prevents record falsification.
- 1.37 The Director of Cultivation or his/her designee shall perform inventory counts on a regular basis utilizing a cycle count method. A cycle count requires the Director of Cultivation or his/her designee to perform a complete count of inventory over a period of time counting inventory groups by location or type individually:
  - 1.37.1. The Director of Cultivation or his/her designee will ensure that cycle counts are completed on schedule with minimal possible impact on regular operations;
  - 1.37.2. The Director of Cultivation or his/her designee must review any discrepancies and approve all inventory management system adjustments;
  - 1.37.3. Discrepancies identified during inventory counts, diversion, theft, loss and any criminal action involving GSR, or any person employed by GSR; must be reported to the Board, director of Operations, General Manager and the appropriate authorities; and
  - 1.37.4. All counts must be recorded in an internal Inventory Log and entered in the POS system immediately if counted on paper or by recording device.

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- 1.38 Monthly Counts complete inventory (including cannabis products awaiting disposal and quarantined cannabis products); and
- 1.39 Quarterly Counts complete inventory with second count witnessed by Director of Cultivation or his/her designee.
- 1.40 All physical inventory counts will be recorded, and records will show, at a minimum:
  - 1.40.1. Time and date of inventory.
  - 1.40.2. Summary of inventory findings.
  - 1.40.3. Name, signature and title of individual who conducted the inventory and the Director of Cultivation or his/her designee who oversaw the inventory count; and
  - 1.40.4. The product name and quantity of cannabis products and plants at the Cultivation Facility.
- 1.41 The Director of Cultivation will annually produce an internal audit report on the findings of the monthly comprehensive inventory counts for that year, which will be presented to the Board. The Director of Cultivation will maintain records of the monthly audits for a minimum of five (5) years and will provide the documentation upon request.
- 1.42 Physical inventory counts and real-time, electronic inventory in the STS system will be compared, and all discrepancies will be investigated. Cross-checking of periodic physical inventory counts with perpetual inventory records in the system will allow the identification, documentation, investigation and immediate reporting of significant variances that cannot be accounted for.

1.43 Any inventory discrepancies discovered by any agent will be reported to the Director of Cultivation and/or Director of Operations upon discovery. If the Director of Cultivation or his/her designee identifies a significant variance between physical inventory counts and inventory accounted for in the system that is not due to documented causes, it will be reported to the Board. The Director of Operations in coordination with the Director of Cultivation will conduct an investigation, using the POS system, will determine where the loss has occurred, and pursue and document corrective action.

1.44 The Director of Operations will report all inventory discrepancies and corrective actions to law enforcement authorities as necessary. If any reduction in the amount of cannabis products in inventory is due to suspected criminal activity by an agent, the Director of Operations will report the agent to the appropriate law enforcement agencies. Documentation of all inventory variances, reconciliation, resolution, and reporting will be stored in the system and retained in physical form through printing of PDF documents, and will be readily available to present the Department, AMCC or law enforcement upon request or in the event of an unannounced inspection or audit.

## REPORTS REQUIRED

- 1.45 Gulf Shore Remedies Inventory Log
- 1.46 Gulf Shore Remedies Error Log

#### AUTHORIZATION FOR DEVIATION

1.47 The Director of Operations or Director of Cultivation must direct any deviation from the standard procedure.

# APPROVAL, REVIEW, REVISION AND DISTRIBUTION

1.48 The standard procedure shall be reviewed by the Director of Operations and/or the Director of Cultivation yearly, following the issuance or last revision or review date. Any revision must be signed by the Directors and verified by an executive team member prior to being distributed. Distribution of revisions and collection of any outdated versions shall be the responsibility of Management. The Director of Cultivation will scan the originals into the computer and retain the signed originals in a binder in their office.

# **QUALITY CONTROL**

## **INTERNAL AND EXTERNAL TESTING**

### **PURPOSE**

To set procedures and standards for the internal and external testing of products and environmental conditions regarding contamination of either the cultivation and processing environment or cannabis itself.

# RESPONSIBILITY

The Director of Operations or Director of Cultivation is responsible for maintaining and the training of the SOP.

### **PROCEDURE**

- 1.1 The Director of Cultivation or designee is responsible for testing both internally and externally. External testing is testing performed by a state approved lab and is considered valid for the purposes of sales, marketing, and transfer of product. Internal testing may be performed by GSR, or third-party laboratories state approved or otherwise for the purposes of R&D or self-monitoring of environmental conditions/contamination.
- 1.2 External testing is to be performed on all batches prior to marketing, sales, or transfer. A state approved lab is to provide test results to be entered into the state track and trace system. These results are considered a valid COA or certificate of analysis.
  - 1.2.1. These results shall be attached to and follow all batches from the point of testing to the customer and be retained for a period of 5 years.

1.2.2. Retesting may be performed as regulations permit to confirm a failed test, confirm a successful remediation or to retest for cannabinoids or potency.

- 1.2.3. External Testing will include cannabinoids of medicinal value such as THC, CBD, CBN, CBC, CBG etc. It may or may not include terpenes.
- 1.2.4. External testing results will include and pass all required safety test before being considered valid for sale or transfer. To include but not limited to microbials, heavy metals, pesticides not approved for use on medicinal cannabis and their results.
- 1.3 Internal testing may be performed for various reasons. The development of new genetics, the monitoring of facilities for contamination of equipment, HVAC systems, contact surfaces, the presences of plant pathogens such as viruses that pose no threat to consumer health but may impact production or product quality etc.
  - 1.3.1. Internal testing for environmental contamination is to include surface swabs of workspaces, HVAC ducting and equipment, tools and machinery that contact cannabis material and any other area that may be suspect of a source of potential contamination. This is to prevent, isolate or identify sources of contamination that could contaminate medicinal cannabis. The end goal is to ensure cannabis material passes all safety requirements.
  - 1.3.2. Internal testing for the development of new genetics is for the purpose of determining the potency and other characteristic of plants for R&D purposes. This is typically a situation where individual plants are tested and do not meet the quantity of a production batch (ie. Mother plant selection). These results are not considered valid for any commercial purpose and may be performed in house.

1.3.3. The testing of plant material for pathogens not tested for during required external testing will be performed. Although these tests do not involve anything that relates to human health, they do involve plant health (ie. Hemp latent viroid). These tests are performed to ensure that plant stock is healthy and there are no pathogen related impacts to production or quality. Water sampling will be performed to search for heavy metals, excessive mineral content, microbial pathogens, or any other source of contamination that may be harmful to plants, consumers or the environment.

# REPORTS REQUIRED

No reports are required

### AUTHORIZATION FOR DEVIATION

The Director of Cultivation must direct any deviation from or additions to the standard procedure.

# APPROVAL, REVIEW, REVISION AND DISTRIBUTION

The standard procedure shall be reviewed by the Director of Operations and/or the Director of Cultivation yearly, following the issuance or last revision or review date. Any revision must be signed by the Directors and verified by an executive team member prior to being distributed. Distribution of revisions and collection of any outdated versions shall be the responsibility of Management. The Director of Cultivation will scan the originals into the computer and retain the signed originals in a binder in their office.

## CONTINUOUS IMPROVEMENT AND PROCESS IMPROVEMENT

#### **PURPOSE**

To set standards and procedures for continuous improvement and process improvement. The goal is to foster the growth of the company as well as its employees. The intention is to create a learning organization with a high level of employee engagement.

### RESPONSIBILITY

The Director of Operations and the Director of Cultivation is responsible for maintaining and training of the SOP

## **PROCEDURE**

- 1.1. Continuous improvement and Process improvement is vital to the growth of the company. It fosters innovation, engagement, and efficiency.
  - 1.1.1. Base management decisions on long-term systems thinking, even at the expense of short-term financial goals.
  - 1.1.2. Connect people and processes through continuous process flow to bring problems to the surface.
  - 1.1.3. Work to establish standardized processes as the foundation for continuous improvement.
  - 1.1.4. Adopt and adapt technology that supports your people and processes.
  - 1.1.5. Grow leaders who thoroughly understand the work, live the philosophy, and teach it to others.
  - 1.1.6. Build a culture of stopping to identify out of standard conditions and product quality.

- 1.1.7. Develop exceptional people and teams who follow the companies Philosophy.
- 1.1.8. Develop systems to avoid overproduction, excessive input material inventory and minimize down time.
- 1.1.9. Improvement in productivity and process is a gradual process achieved through the involvement of all employees. Those performing the work will often have the best ideas of how to improve the processes. Involving them in the improvement process allows them to add value and contributes to their growth and job satisfaction.
- 1.1.10. Always strive to align goals at all levels in the company.
- 1.1.11. Learn iteratively. To understand an issue it is best to perform the work yourself. There are no task beneath you that you do not need to understand.

## REPORTS REQUIRED

1.2. None.

## AUTHORIZATION FOR DEVIATION

1.3. The Director of Operations or Director of Cultivation must Direct any deviation from the standard procedure.

# APPROVAL, REVIEW, REVISION AND DISTRIBUTION

1.4. The standard procedure shall be reviewed by the Director of Operations and/or the Director of Cultivation yearly, following the issuance or last revision or review date. Any revision must be signed by the Directors and verified by an executive team member prior to being distributed. Distribution of revisions and collection of any outdated versions shall be the responsibility

of Management. The Director of Cultivation will scan the originals into the computer and retain the signed originals in a binder in their office.

## **RECALL AND WITHDRAWAL**

### **PURPOSE**

The purpose of this procedure is to provide instructions for Recall and Withdrawal of any cannabis products that have a reasonable probability of causing adverse health consequences based on a testing result, adverse patient reaction, or other reason.

### RESPONSIBILITY

The Director of Cultivation or their designate is responsible for maintaining this SOP.

### **PROCEDURE**

1.1 This Plan distinguishes between two levels of product recall: withdrawal and recall. Classification standards and appropriate responses for each type of event are discussed herein. Procedures for handling voluntary withdrawals and mandatory recalls of cannabis products are included herein. Procedures for addressing and recording complaints, including reports of product-related adverse events from customers, are also provided. Incident classification terms are defined, with distinct mitigation procedures for each, as the term "recall" can have legal significance and implications for insurance and liability. The withdrawal and recall procedures provided in this Plan are designed to ensure that cannabis products are withdrawn or recalled quickly and efficiently, whether voluntarily or by mandate. The objectives of withdrawal and recall procedures are to stop distribution of the affected product, effectively notify all relevant parties, efficiently remove the affected product from market, dispose of the affected product, conduct a root cause analysis, report the effectiveness and outcome of the recall, conduct a post-recall meeting for evaluation and report root cause and corrective actions to the Department.

1.2 In accordance with the incident classification schema and the associated definitions, the term "recall" will only be used when the situation mandates. Examples of incidents to be addressed with recall or withdrawal procedures and guidelines for required mock withdrawal and recall drills are provided in this Plan.

- 1.3 Additional provisions include plans for tracking affected products in the event of potential or verifiable contamination, and for the establishment of an internal Recall and Withdrawal Team, which will be responsible for executing and coordinating all aspects of a withdrawal or product recall. In the instance of a product recall, the Department as well as the AMCC will be notified immediately.
- 1.4 As cannabis and cannabis products are not FDA-regulated products, GSR is not bound by law or rule to comply with United States Food and Drug Administration (FDA) recall requirements. However, GSR has elected to implement FDA recall standards and procedures as a guideline for self-imposed recall and withdrawal policies and practices.
- 1.5 The Director of Cultivation and/or his or her designee must record all complaints in an internal Complaint Log and categorize all complaints as a product complaint or other complaint. Product complaints include, but are not limited to, contamination, adverse reactions, and quality-related product complaints.
- 1.6 It is GSR policy to make a good faith effort to resolve any complaint, whether legitimate or frivolous whenever possible. Management must respond to any product-related complaint within twenty-four hours to gather information about the nature of the complaint, the affected parties or products, and determine appropriate steps for resolution.

1.6.1. Assemble the personnel or experts needed to conduct a product complaint investigation;

- 1.6.2. Conduct a thorough investigation into the complaint;
- 1.6.3. Determine the nature and potential causes of the problem;
- 1.6.4. Determine any other cannabis product(s) that may potentially be affected;
- 1.6.5. Enter all information into the Complaint Log; and
- 1.6.6. Determine the appropriate action, based on the general classifications provided below, follow the appropriate procedures for that classification, and document all actions taken:
- 1.6.6.1. Product Recall: Patient safety or health risk due to physical, chemical, biological or immunological cause(s). This includes, but is not limited to, verified or suspected product contamination or test result showing the product does not meet the statutory definition of cannabis. Proceed to Recall and Withdrawal Procedures;
- 1.6.6.2. Product Withdrawal: Appropriate for a quality-related issue with affected product(s) that does not pose an immediate health or safety risk to patients. Proceed to Recall and Withdrawal Procedures: and
- 1.6.6.3. No Corrective Actions: An isolated incident with the affected product(s), such as an isolated weight error or minor labeling error, such as misspelled product name.
- 1.6.6.4. GSR will review all complaints regarding the quality or safety of medical cannabis within 24 hours to determine if the complaint is substantive.
- 1.6.7. Review batch or lot production logs to determine if there was deviation from the standard operating procedure during production.

1.7 Patient health and safety is a top priority for GSR. GSR is committed to consistently providing high-quality and safe cannabis products to licensed producers. To this end, GSR will do everything in its power to prevent any spoiled, defective, misrepresented, or contaminated products, or products of insufficient quality, from entering the market. Upon the discovery of product contamination, safety concerns, patient adverse reaction, or quality-related issues, GSR will quickly and efficiently carry out recall or withdrawal procedures in accordance with this Plan in order to protect the health and wellbeing of patients. The best way to ensure that a recall or withdrawal is effective is to have a recall and withdrawal plan already in place and to execute the plan as quickly as possible.

- 1.8 There are two distinct levels of action that involve the removal of cannabis product from market: recall and withdrawal. A recall is generally undertaken when there is verifiable evidence that a cannabis product is defective or has health and safety hazards that reasonably could or already have caused serious adverse effects. A withdrawal is typically conducted when there is a quality-related issue with cannabis products that are not likely to pose health risks, or as a precautionary measure prior to an official recall when health or safety risks are suspected but not yet verifiable. The classification of a recall typically involves the presence of bacteria, a substance that may cause a potential allergic reaction, or some other contaminant that could cause adverse reactions in patients, whether such reaction is serious or temporary. The term "recall" should only be used when mandated by verifiable evidence (i.e., analytical test results) that the affected product poses significant health and safety risks. Any determination to implement recall procedures must be supported by test results or other scientific documentation or expert opinion.
- 1.9 The tests that will be conducted by the independent testing laboratory are defined by the AMCC. These testing measures serve to ensure that products that do not meet specifications for quality and safety are not released for

distribution, thereby preventing hazardous or non-compliant cannabis products from reaching qualified registered patients. However, cannabis products may become contaminated after final testing and packaging due to improper storage conditions that promote the growth of mold, malicious contamination, contamination from unsafe packaging materials, or other factors. Health and safety issues that develop after final testing and packaging may be identified as a result of visual or analytical inspection. Any verifiable test result showing health and safety risks posed by a cannabis product is a critical indicator of a recall event, as opposed to a withdrawal.

- 1.10 The examples in the following list, which is by no means exhaustive, would constitute an incident requiring a recall or withdrawal:
- 1.10.1. Cannabis product found to have any amount of pesticide residue from an illegal/restricted chemical.
- 1.10.2. Known, assumed or suspected cannabis product contamination by chemical, physical or microbiological hazards.
- 1.10.3. Incorrect labeling which may constitute a breach in product safety, quality, or legality standards.
- 1.10.4. Known or suspected malicious contamination.
- 1.10.5. Internal quality assurance re-testing of improperly stored packaged cannabis products reveals contamination or adulteration.
- 1.10.6. Requested testing of cannabis products or input materials reveals contamination, adulteration, misrepresentation, or non-compliance with statutory definition of cannabis.
- 1.11 Director of Cultivation will select and maintain a Recall and Withdrawal Team, composed of Company agents and managers which will be responsible for

- executing withdrawal and recall procedures. The team will be responsible for coordinating all aspects of a withdrawal or product recall:
- 1.11.1. All team members must ensure that all procedures are carried out effectively and efficiently;
- 1.12 The following procedures will be implemented once a product complaint or evidence suggesting quality- or safety-related issues is received.
- 1.12.1. Gather information from the customer, laboratory or regulator about the nature of the product contamination or concern;
- 1.12.2. Assemble the personnel or experts needed to conduct an investigation;
- 1.12.3. Conduct a thorough investigation into the problem with the affected product;
- 1.12.4. Determine the nature and potential causes of the problem;
- 1.12.5. If a serious adverse event is involved, this includes requesting sampling and testing of the retention sample of the product in question;
- 1.12.6. Determine any other product(s) that may potentially be affected;
- 1.12.7. Determine, from the information provided herein, whether the situation meets criteria for:
- 1.12.7.1. Product Recall;
- 1.12.7.2. Product Withdrawal; or
- 1.12.7.3. No Corrective Action (i.e., an isolated incident with the affected product).
- 1.12.8. Notify Legal Counsel, Insurance Company, and Board:
- 1.12.8.1. The Director of Cultivation must notify the Board of findings from the investigation and discuss proposed event classification;

- 1.12.8.2. The Board, or the Director of Cultivation if authorized by the Board, must notify legal counsel in writing that a situation meets the criteria for a recall or withdrawal. Any recommendations by counsel for alternative procedures must be approved by the Board; and
- 1.12.8.3. The Board, or the Director of Cultivation if authorized by the Board, must notify the insurance company and determine coverage.
- 1.12.9. Conduct an assessment to determine the procedures to implement. Items to consider include:
- 1.12.9.1. Whether or not adverse reactions or serious health issues have already occurred from use of the product;
- 1.12.9.2. Degree of seriousness of the health hazard to which the population at risk would be exposed;
- 1.12.9.3. If it is determined that recall procedures are appropriate, assign the recall event to one of the following classes, in accordance with FDA guidelines and the level of hazard involved:
- 1.12.9.3.1. Class I: A situation in which there is a reasonable probability that the use of or exposure to a product will cause serious adverse health consequences;
- 1.12.9.3.2. Class II: A situation in which use of or exposure to a product may cause temporary or medically reversible adverse health consequences or where the probability of serious adverse health consequences is remote; and
- 1.12.9.3.3. Class III: A situation in which use of or exposure to a product is not likely to cause any adverse health reaction, but may pose safety risks (e.g. non-hazardous labeling violation substantiated by test results).

- 1.12.10. Seek the Board's approval for event classification. If the Board approves a recall, a press release must be issued to the Department and AMCC immediately.
- 1.13 Track Affected Product(s)
- 1.13.1. Determine type of product(s) affected:
- 1.13.1.1. Finished product = All cannabis products that have been packaged and partially or completely distributed to licensed producers.
- 1.13.1.2. Work in progress = All cannabis products that have not been distributed and their constituents, including, but not limited to, cannabis and cannabis products in storage, and in-process cannabis products;
- 1.13.1.3. Packaging material = All packaging material or containers used for work in progress or finished products;
- 1.13.2. If affected product is finished product:
- 1.13.2.1. Assemble personnel needed to conduct tracking of a finished product;
- 1.13.2.2. Identify affected and any other potentially affected product(s), product identifiers(s) and production date(s);
- 1.13.2.3. Determine the quantity of affected product(s) produced;
- 1.13.2.4. Determine from Seed to Sale system the last day of shipment/dispensing (and the recipient) for the affected product(s);
- 1.13.3. If affected product is work in progress:
- 1.13.3.1. Assemble the personnel needed to conduct tracking of a work-in-progress product;

- 1.13.3.2. Identify the affected and any other potentially affected product(s), product identifiers(s) and production date(s) from the production records; and
- 1.13.3.3. Determine from the POS system and production records the quantity of the affected product(s) produced.
- 1.13.4. Locate the affected product(s) from the production and storage areas.
- 1.13.5. If affected product is packaging material:
- 1.13.5.1. Identify affected and any other potentially affected packaging material(s) and lot number(s)/quality control code/receiving date(s);
- 1.13.5.2. Determine the quantity and receiving date of the affected packaging material(s) received;
- 1.13.5.3. Based on the type and size of packaging material, determine all the finished product(s) associated with the affected packaging material(s);
- 1.13.5.4. Determine from the production records the period of use for the affected packaging material(s);
- 1.13.6. Given the affected period and product, determine from the Seed to Sale system the quantity of the affected product(s) associated with or the affected packaging material(s) in this period;
- 1.13.6.1. Determine from the production records and Seed to Sale system the day the affected product(s) entered into COMPANY inventory (i.e. packaging date, harvest date etc.);
- 1.13.6.2. Determine from the STS system the last day of shipment (and the recipient) for the affected product(s);
- 1.13.6.3. Determine from the STS system all customers or licensed producers who received the product.

- 1.13.6.4. Determine from the STS system the remaining quantity of the affected product(s) in our inventory; and
- 1.13.6.5. Locate any remaining affected material(s) from the storage shelves and cabinets;
- 1.14 Execute Withdrawal or Product Recall:
- 1.14.1. Assemble the Recall and Withdrawal Team, ensuring adequate resources are available for the severity of the issue;
- 1.14.2. Gather all information collected in the tracking process;
- 1.14.3. Detain and segregate all products to be recalled or withdrawn which are in Company's control. Adhere a DO NOT DISTRIBUTE sign, place in quarantine, and complete any relevant internal logs/forms;
- 1.14.4. Depending on event type, send a Notification of Recall or Notification of Withdrawal to the affected licensed producers or customers.
- 1.14.5. Ensure the following information is accurately recorded:
- 1.14.5.1. Name and Product Identifier of the withdrawn/recalled product(s);
- 1.14.5.2. Production date(s);
- 1.14.5.3. Reason for withdrawal/recall;
- 1.14.5.4. Quantity of withdrawn/recalled product(s) distributed;
- 1.14.5.5. Quantity of withdrawn/recalled product(s) in inventory (for internal use only); and
- 1.14.5.6. Site(s) of distribution and patients affected (for internal use only).
- 1.14.6. Coordinate and monitor the recovery of all affected product.

1.14.7. Using the Seed to Sale system, conduct a reconciliation of the total quantity of recalled product and affected product in inventory against the total quantity produced;

- 1.14.8. Contact the testing laboratory to request sampling and testing of recalled or withdrawn product(s), as appropriate;
- 1.14.9. Test results and corrective actions must be recorded internally and discussed for prevention of a reoccurrence.
- 1.14.10. The Director of Cultivation must prepare an internal Withdrawal and Recall Report, which will be saved in the secure cloud-based records system for a minimum of five (5) years.
- 1.15 All recalled material will be segregated from unaffected products. The Director of Cultivation or Manager will place "QUARANTINE- DO NOT DISTRIBUTE" tags on all recalled material, including recalled products returned by other licensees. The Director of Cultivation or manager will mark all recalled products as quarantined and recalled in the STS system. Records must be kept in the Product Quarantine Log and the STS system. Recalled products will remain in quarantine storage until disposal of the recalled material is authorized by the Department or AMCC.
- 1.16 After all procedures have been completed and the affected product(s) have been removed from the market and GSR inventory, the Dispensary Manager or General Manager will request authorization from the Department to destroy and render unusable the product.
- 1.17 Once authorization is received the affected product will be destroyed on video and video shall be retained no less than 60 days.
- 1.18 After the above procedures have been carried out conduct a root cause analysis and report the effectiveness and outcome of the recall or withdrawal.

The Director of Cultivation will also conduct a meeting with the Recall and Withdrawal Team, and the Board, and all other involved parties for evaluation and suggestions for improvement.

# REPORTS REQUIRED

None needed.

### **AUTHORIZATION FOR DEVIATION**

The Director of Operations or Cultivation must direct any deviation from the standard procedure.

# APPROVAL, REVIEW, REVISION AND DISTRIBUTION

The standard procedure shall be reviewed by the Director of Operations and/or the Director of Cultivation yearly, following the issuance or last revision or review date. Any revision must be signed by the Directors and verified by an executive team member prior to being distributed. Distribution of revisions and collection of any outdated versions shall be the responsibility of the Director of Cultivation or the Manager. The Director of Cultivation will scan the originals into the computer and retain the signed originals in a binder in their office.

### **RECORD KEEPING**

## RECORD REQUIREMENTS, MANAGEMENT AND RETENTION

## 1. PURPOSE

1.1. To ensure the records kept meet requirements, are retained in the appropriate form, retention for the required time period or longer is achieved and designate responsibility of their custody.

### 2. RESPONSIBILITY

2.1. The Director of Operations and/or the Director of Cultivation is responsible for maintaining, training and enforcing the policies.

# 3. POLICY AND PROCEDURE

- 3.1. All records related to the cultivation of cannabis, destruction and disposal of cannabis, and storage of medical cannabis in the facility shall be kept for a minimum of 2 years.
  - 3.1.1. Records shall be made available to the Department and AMCC upon request.
  - 3.1.2. All records relating to the above shall be maintained by the Director of Cultivation and securely backed up in a cloud server offsite as well as on site data storage.
  - 3.1.3. All records shall be kept up to date in real time in the State Seed to Sale database.
- 3.2. All records regarding individuals entering and exiting the facility shall be maintained a minimum of 2 years and kept in the custody of the Director of Cultivation.

3.2.1. All records regarding visitors, contractors or other service providers must be kept per the visitor policy and logging procedures.

- 3.2.2. Records regarding non-employee persons shall state the purpose of their entry to facility.
- 3.2.3. Records regarding employees will also be accessible in the form of time clock punches as well as controlled access system logs providing a high level of detail. Including but not limited to storage vaults, IT rooms as well as security equipment areas that have stricter entry control than entrance to facility.
- 3.3. Security video must be retained for a minimum of 60 days and meet the frame rate and definition standards.
  - 3.3.1. The Director of Cultivation is responsible for monitoring rules and regulations for changes to requirements.
  - 3.3.2. The Director of Cultivation is responsible for ensuring the back up and safety of the footage.
  - 3.3.3. The Director of Cultivation and/or the Director of Operations is responsible for notifying the Board, Department and AMCC of any failure to meet this requirement.
  - 3.3.4. All video is to be backed up both onsite and offsite in secure cloud service storage solutions for no less than 60 days.
  - 3.3.5. Records shall be maintained longer than 60 days at the request of the Department, AMCC and other relevant law enforcement agencies and regulatory bodies.

EXHIBIT 13: Cultivator Policies and Procedures Manual

# 4. REPORTS REQUIRED

# 4.1. Visitor Logs.

## 5. AUTHORIZATION OF DEVIATION

5.1. The Director of Operations or the Director of Cultivation must direct any deviation from policies or procedures.

## 6. APPROVAL, REVIEW, REVISION AND DISTRIBUTION

6.1. The policies and procedures shall be reviewed by the Director of Operations and/or the Director of Cultivation yearly, Following the issuance or last revision or review date. Any revision must be signed by the directors and verified by and executive team member prior to being distributed, Distribution of revisions and collection of any outdated versions shall be the responsibility of management. The Director of Cultivation will scan the originals into the computer and retain the signed originals in a binder in their office.

# **ADVERTISING COMPLIANCE POLICY**

### 1. PURPOSE

1.1. The purpose is to outline advertising compliance policies and procedures of Gulf Shore Remedies.

#### 2. RESPONSIBILITY

2.1. The Director of Operations and or the Director of Cultivation is responsible for maintaining and the policies and procedures.

### 3. POLICY

- 3.1. The Director of Operations and Director of Cultivation are assigned responsibility of procedures and enforcement of the policies.
- 3.2. The Facility and Company must comply all provisions of Alabama Code Section 20-2a-61 and any rules of the AMCC related to advertising.
  - 3.2.1. The Director of Operations and Director of Cultivation is responsible for monitoring and ensuring compliance with these rules and regulations.
  - 3.2.2. The Director of Operations and the Director of Cultivation is responsible for updating company policies and procedures in the event of any changes or updates to rules and regulations.
- 3.3. All marketing material must comply with the relevant Alabama codes and rules of the AMCC.
- 3.4. All marketing and advertising material must be appropriate to the subject matter and suitable for the target market to whom it is intended to be sold.

3.4.1. No marketing or advertising material including packaging may be aimed towards children.

- 3.5. Gulf Shore Remedies shall not display any signage, logos, products, paraphernalia, or other identifying characteristics on the outside of buildings to alert the public that cannabis is being grown or stored at the facility.
  - 3.5.1. In addition, these items may not be on fencing, free standing signage or other places on the property that would alert the public cannabis is being stored or grown inside of the structures.

# 4. REPORTS REQUIRED

## 4.1. None

## 5. AUTHORIZATION OF DEVIATION

5.1. The Director of Operations or the Director of Cultivation must direct any deviation from the policies.

# 6. APPROVAL, REVIEW, REVISION AND DISTRIBUTION

6.1. The policies shall be reviewed by the Director of Operations and/or the Director of Cultivation yearly, Following the issuance or last revision or review date. Any revision must be signed by the directors and verified by and executive team member prior to being distributed, Distribution of revisions and collection of any outdated versions shall be the responsibility of management. The Director of Cultivation will scan the originals into the computer and retain the signed originals in a binder in their office.

### **CULTIVATION**

## **GOOD AGRICULTURAL PRACTICES**

## 1. PURPOSE

1.1. The purpose of this procedure is to lay out some foundational processes to ensure the safety and cleanliness of medicinal cannabis produced at the Cultivation facility.

### 2. RESPONSIBILITY

2.1. The Director of Operations or the Director of Cultivation is responsible maintaining and training the SOP.

### 3. PROCEDURE

- 3.1. The Director of Cultivation is assigned the responsibility of oversight of the cleanliness and safety of product and the sanitation of the cultivation facility including but not limited to cultivation areas, drying and curing areas, processing areas and the packaging areas. This includes equipment and machinery, hard surfaces and work stations, hand tools, water storage vessels and irrigation lines, scales and packaging tools, personal hygiene of employees and prevention of contamination by employees.
- 3.2. Floors in all areas are to be kept clean. They shall be free of debris, standing water, algae growth and mold growth.
  - 3.2.1. Floors are to be swept at a minimum daily and often more frequently. If processes taking place that day are creating debris on the floor it shall be swept up before each break period at a minimum.
  - 3.2.2. Once daily all floors shall be mopped or scrubbed and sterilized. Sterilization will be achieved using bleach, peracetic acid and H202

preparations or quaternary ammonia products used per the manufacturer's instructions.

- 3.2.3. Surfaces shall have swab test performed in the event they are suspected as a potential contamination source. This may be due to failed product testing or a visual assessment of the surface.
- 3.3. Work stations and hard surfaces such as counter tops are to be sterilized regularly and kept free of debris.
  - 3.3.1. Cleaning and sanitization shall occur before a break period, changing to a new production batch, or 4 hours have passed depending on which condition occurs first.
  - 3.3.2. First all debris must be removed from the surface mechanically.
  - 3.3.3. In the case of stubborn resins or residues a solvent may be deployed to break the substance down and remove it.
  - 3.3.4. Once the surface has the appearance of cleanliness it shall be disinfected using isopropyl alcohol, bleach, peracetic and H2O2 preparations or quaternary ammonia.
- 3.4. Hand tools shall be cleaned per the Director of Cultivations instruction. This varies per task and may be of particular importance in the cultivation process. An example would be heightened protocols for specific areas due to pest issues be it insect, fungal, bacterial or viral. Each situation requires special considerations.
  - 3.4.1. Hand tools in cultivation will be cleaned per the Director of Cultivation or designees' instruction but shall be cleaned daily at a minimum.
  - 3.4.2. Sanitation is achieved by dunks, soaks and or scrubs of sanitizing agents.

3.4.3. Hand tools used in the processing and packaging areas shall be cleaned and sanitized at a minimum with every change in production batch or break period. Whichever occurs first.

- 3.5. Water storage vessels and irrigation lines must be kept clean and sanitary. This may be achieved through oxygenation, ozonation or other means that are safe for plants while in use. In addition, when possible, they will be sanitized with other preparations that will reduce scale and build up etc. that may help harbor microbial pathogens.
  - 3.5.1. Ozone and other forms of oxygenation will promote plant health while also eliminating anaerobic pathogens. This will continually promote lant health while simultaneously eliminating not only plant pathogen but human pathogens as well
  - 3.5.2. Reducing scale build up and full sterilization will occur between each crop cycle while no plants are present. Eliminating damage to the crop risk while ensuring the next crop entering the area will enter a sterile environment.
- 3.6. Scales frequently contact large amounts of product in a very short time period and require frequent sanitization.
  - 3.6.1. Isopropyl alcohol and wipes shall be kept by scales and the surface is to be cleaned every 15 minutes while in use. This not only ensures a clean scale but eliminates the buildup of resins on the scale potentially affecting its accuracy. Scale must be cleaned prior to use and upon end of use as well.
- 3.7. Processing equipment is to be fully cleaned, sanitized and inspected for loose parts or other items that may potentially end up in product daily at a

minimum if in use or per manufacturers operations manual. Whichever occurs first.

- 3.7.1. It must be cleaned per the manufacturer's procedures outlined in the operations manual.
- 3.7.2. It must be cleaned and sanitized in between production batches regardless of recommended schedule.
- 3.7.3. Sanitizers used must meet the manufacturers requirements or follow their recommendations.
- 3.8. Humans are often the primary source of contamination and spread of plant pathogens and pest as well as human pathogens. We enter and leave the facility and potentially. carry human pathogens dangerous to others. Particularly the immunocompromised. We also contact the plants and surfaces regularly in our duties.
  - 3.8.1. All employees are to maintain good personal hygiene.
  - 3.8.2. All employees are to enter the facility and go directly to the locker rooms to change into their uniform. Shoes used in the facility are to stay in the facility.
  - 3.8.3. Foot baths are to be used at all ingress and egress points and employees must never step over the foot baths. The foot baths will contain Virkon D or other highly stable sanitizers to ensure efficacy.
  - 3.8.4. Employees showing signs of illness, open wounds or infection may not handle product or touch plants.
  - 3.8.5. Hair nets and beard nets if needed by the employee are required to be worn by any employee handling cannabis material.

3.8.6. Gloves are to be worn any time medicinal cannabis material is touched by employees.

# 4. REPORT REQUIRED

4.1. None.

### 5. AUTHORIZATION OF DEVIATION

5.1. The Director of Operations or the Director of Cultivation must direct any deviation from the standard operating procedure.

# 6. APPROVAL, REVIEW, REVISION AND DISTRIBUTION

6.1. The standard procedure shall be reviewed by the Director of Operations and/or the Director of Cultivation yearly, Following the issuance or last revision or review date. Any revision must be signed by the directors and verified by and executive team member prior to being distributed, Distribution of revisions and collection of any outdated versions shall be the responsibility of management. The Director of Cultivation will scan the originals into the computer and retain the signed originals in a binder in their office.

## **ATMOSPHERIC AND ENVIRONMENTAL OPTIMIZATION**

#### 1. PURPOSE

1.1. The purpose of these procedures is to maintain an ideal climate for the production of medical cannabis. Proper climate control maximizes yields and quality while minimizing the potential for crop damage or loss from failures in the control of the environment.

## 2. RESPONSIBILITY

2.1. The director of Cultivation is responsible for maintaining and training the SOP.

## 3. PROCEDURE

- 3.1. The Director of Cultivation is assigned the responsibility for oversight of the atmospheric and environmental conditions in all areas cannabis is cultivated. This includes temperature, humidity, vapor pressure deficit, supplemental light levels, photoperiod, air movement and carbon dioxide. This is accomplished through climate controlling equipment, hardware and software.
- 3.2. One centralized point of control will be used for the operation of all equipment. Seed by Wadsworth will be programmed to optimize the climate using set points determined by the Director of Cultivation.
  - 3.2.1. Set points will be evaluated regularly by the Director of Cultivation and designees to determine how they may best be optimized.
  - 3.2.2. Set points will be adjusted based on crop needs and the crops phase or stage.

3.3. The hardware and software will control all equipment through ModBus, BacNet and electrical relays or other means.

- 3.3.1. The status of equipment communication networks will be checked daily to ensure proper function.
- 3.3.2. Software updates will be performed as available.
- 3.4. The use of sensors throughout the cultivation areas monitoring all parameters will log all data and provide real time data to the software for equipment operation. In addition to this a weather station will data log external climate conditions.
  - 3.4.1. All sensors will be checked for proper calibration weekly and calibrated as required per the equipment manuals.
  - 3.4.2. Locations of the sensors will be evaluated for proper placement quarterly.
- 3.5. The Director of Cultivation will program alarms in the software to notify themselves and other designees of any out of parameter events so corrective action may be taken.
  - 3.5.1. Using cloud services, the alarm notifications will be sent by text, email and or app notifications to the Director of Cultivation, Cultivation Manager and designees.
  - 3.5.2. The alarm notifications will include the cause of the alarm and state the value that is out of parameters.
  - 3.5.3. Once an alarm notification is received it must be investigated for cause the of the alarm, the time frame or duration of the alarm and location of the event.

3.5.4. Once an evaluation has been conducted a plan will be created and executed to correct the alarm condition. This may include parameter adjustments, equipment repairs or replacement, sensor calibration or replacement and more.

- 3.6. All data and graphs will be maintained a minimum of 5 years
  - 3.6.1. Data will be evaluated by the Director of Cultivation to determine how outdoor weather effects the indoor controlled climate.
  - 3.6.2. Data collected during significant weather events must be reviewed in real time or shortly after if unsafe to do so in real time. Substantial outdoor weather events can greatly impact the stability of controlled environment agriculture systems.
- 3.7. In depth review of data, controls and equipment will be performed seasonally to prepare for changes in weather.
  - 3.7.1. Adjustments will be made as necessary using previous seasons as a guideline if the historical data is available.
  - 3.7.2. Upgrades to equipment will be considered if equipment is deemed a limiting factor in proper environmental control.
- 3.8. Climate controlling equipment will be maintained per the equipment maintenance plan.
- 3.9. The Director of Cultivation shall research new technologies regularly for technologies that could be adopted or adapted to optimize the climate control strategy.
  - 3.9.1. Efficiency and energy saving will be considered.
  - 3.9.2. Reliability must be considered.

- 3.9.3. Compatibility with current systems must be considered.
- 3.9.4. Cost benefit analysis must be performed.
- 3.10. Sensor data and historical graphing will be reviewed daily by the Director of Cultivation or designee to check for any concerning conditions not exceeding the alarm parameters.
  - 3.10.1. Near alarms taken into consideration for adjustments to either alarm or parameters.

# 4. REPORTS REQUIRED

4.1. None

### 5. AUTHORIZATION OF DEVIATION

5.1. The Director of Operations or Director of Cultivation must direct any deviation from the standard operating procedure.

## 6. APPROVAL, REVIEW, REVISION AND DISTRIBUTION

6.1. The standard procedure shall be reviewed by the Director of Operations and/or the Director of Cultivation yearly, Following the issuance or last revision or review date. Any revision must be signed by the directors and verified by and executive team member prior to being distributed, Distribution of revisions and collection of any outdated versions shall be the responsibility of management. The Director of Cultivation will scan the originals into the computer and retain the signed originals in a binder in their office.

# CULTIVAR ANALYSIS, GENETIC MAINTENANCE, AND BREEDING PROCEDURES

#### 1. PURPOSE

1.1. The purpose of these procedures is outlining the proper selection of plant stock to be used for the production of medical cannabis biomass for processing into medicinal products as well as continuously improve production and quality.

### 2. RESPONSIBILITY

2.1. The Director of Operations or The Director of Cultivation is responsible for maintaining and training the SOP.

## 3. PROCEDURE

- 3.1. The Director of Cultivation is assigned responsibility for oversight of cultivar analysis, genetic maintenance, and breeding procedures.
- 3.2. Cultivar analysis is critical to the productivity and quality of cannabis crops and may be performed in many ways both objective and subjective.
  - 3.2.1. Analysis is to consider many factors including yield, potency, pest resistance, marketability and more.
  - 3.2.2. Yield is to be determined by the amount of usable product a specific cultivar produces per square foot of canopy.
  - 3.2.3. Potency is to be determined by laboratory analysis of all valuable cannabinoids.
  - 3.2.4. Pest resistance is to be determined objectively by quantifying percent crop loss to specific issue. It may also be subjectively influenced by observation of issues such as this pest seems more attracted to this cultivar. Both are equally important as objective measures may have

causes not directly related to the cultivar and could be environmental or cultural issues.

- 3.2.5. Ease of propagation, rooting success rates, time to root important to maintaining crop rotation schedules and must be evaluated during cultivar selection.
- 3.2.6. The level of maintenance the specific cultivar requires must be evaluated and taken into consideration. This includes the amount of support work such as pruning, trellising, topping, and defoliating the cultivar requires. This task can add a great deal of labor making the cultivar more expensive to produce and the diversion of labor away from another task.
- 3.2.7. The ease or difficulty of processing must be evaluated. This includes processes done by machinery and hand. Some cultivars may have a structure that cannot be processed efficiently, or the process in place leads to product loss or quality degradation.
- 3.2.8. Feedback from all processes is required. Some feedback will be external feedback. When biomass is used for yields and quality must be considered this feedback will come from customers, sales, and marketing.
- 3.2.9. All factors above will be taken into consideration as cultivar selection is performed by the director of Cultivation.
- 3.3. Genetic maintenance is primarily the proper care of mother plant stock and storage of seed inventory in the seed bank. Without proper planning and care cultivars may be lost or begin to degrade in their performance.
  - 3.3.1. Mother stock is to receive a high level of care as almost all plants are created from these mother plants through clonal propagation.

3.3.2. All mother stock is to be monitored for viral infection through PCR testing for known cannabis pathogens and regularly be scouted for insects and mold.

- 3.3.3. Mother stock is to be rotated. New mothers will be created at a minimum annually to replace the aging mother plants. This may occur more frequently as needed to be determined by the Director of Cultivation.
- 3.3.4. Each batch of clones is to be created from one mother or source plant. This ensures no mix ups of cultivars and ease of monitoring offspring performance down to the source plant. This aids in evaluating potential retirement of a source plant should degradation be detected in the propagated plants.
- 3.3.5. A seed bank is to be kept in a secure dark, cool and dry environment.
- 3.3.6. The seed bank should be as safe from fire or any other potential source of damage as possible. In the event of catastrophic loss to crops from natural disasters or fires the seed bank is the primary source of repopulating the cultivation facility.
- 3.4. The breeding of cannabis is critical to innovation and improving the productivity of crops. Breeding of cannabis may be done using pollen from a male plant or by manipulating a female plant into producing pollen.
  - 3.4.1. When the seeds being produced are desired to be all female only female pollen may be used. Female pollen is produced by inducing the growth of hermaphroditic flowers on a female plant and either allowing it to pollenate itself or another female plant.
  - 3.4.2. When the seeds being produced are desired to contain both genders a male plant will be the pollen source. The male plant will be isolated

from female plants, have its pollen collected and the pollen carefully applied to the desired female plants.

- 3.4.3. When selecting plants to breed careful consideration must be put into selection based on desired outcomes. All considerations outlined in cultivar analysis will be employed in the selection process. For example, a high potency cultivar may be selected to breed with a high yield cultivar. The results from this breeding will go through the analysis process in search of mother stock exhibiting both traits.
- 3.4.4. During the seed production phase plants will be monitored for seed quality and seed maturity. Once maturity has been reached the plants will be harvested and seeds collected from the flowers.
- 3.4.5. All seeds collected will be recorded in inventory and labelled properly with the pollen source plant, the seed producing plant and date of collection.
- 3.4.6. The seeds will be properly organized, entered into inventory and stored in the seed bank for future use and analysis.

# 4. REPORTS REQUIRED

4.1. None

# 5. AUTHORIZATION OF DEVIATION

5.1. The Director of Operations or the Director of Cultivation must direct any deviation from the standard operating procedure.

## 6. APPROVAL, REVIEW, REVISION AND DISTRIBUTION

6.1. The standard procedure shall be reviewed by the Director of Operations and/or the Director of Cultivation yearly, Following the issuance or last

revision or review date. Any revision must be signed by the directors and verified by and executive team member prior to being distributed, Distribution of revisions and collection of any outdated versions shall be the responsibility of management. The Director of Cultivation will scan the originals into the computer and retain the signed originals in a binder in their office.

## **EQUIPMENT MAINTENANCE**

#### 1. PURPOSE

1.1. To provide procedures for the proper maintenance of equipment and machinery used in the cultivation facility. Preventing downtime due to equipment failure or inefficient operation.

### 2. RESPONSIBILITY

1.2. The Director of Operations or The Director of Cultivation is responsible for maintaining and the training of the SOP.

#### 3. PROCEDURE

- 1.3. The Director of Cultivation is assigned responsibility for oversight of all equipment maintenance and enforcing the policies and procedures.
- 1.4. Equipment operations manuals shall have the documents relating to their safe use and maintenance available in a selected location and backed up digitally for ease of distribution and use.
  - 1.4.1. Motorized or electrified equipment require procedures for the safe maintenance of said equipment.
  - 1.4.2. Lock out tag out will be implemented for any equipment that must be rendered inoperable for maintenance.
  - 1.4.3. Proper PPE is to be used for any maintenance task requiring its use per the equipment's operations manual.
- 1.5. Equipment that is to be maintained per a schedule or hours of use it shall have the maintenance requirements on a calendar or hours log to be followed by the technician responsible for its maintenance (ie. filter and fluid changes, cleaning, and adjustments).

1.5.1. The manufacturers recommended maintenance schedule is to be followed at all times.

- 1.5.2. If the schedule is per hours of operation the hours must be logged.
- 1.5.3. If the recommended service interval is based on a time period regardless of use hours, it is to be added to the maintenance calendar.
- 1.5.4. Inspection processes must be put in place for all equipment per the manufacturers recommended intervals.
- 1.5.5. Any items found to be out of specification during inspection are to be reported to the Director of Cultivation and noted in maintenance log to ensure proper repair and evaluation of the equipment.
- 1.6. Equipment that parts are to be replaced for maintenance regularly shall have spare consumable items on hand. Examples would be filters, belts, fluids, or batteries.
  - 1.6.1. Per the maintenance replacement items schedule, enough materials should be on hand to prevent downtime or equipment failure.
  - 1.6.2. This will vary depending on equipment and cost or size of the parts.
    These inventory levels are to be determined by the Director of Cultivation or designee.
- 1.7. In the event of equipment failure an evaluation is to take place. This evaluation or investigation will determine the next course of action.
  - 1.7.1. If the equipment failed due to maintenance schedule being insufficient the schedule shall be adjusted.
  - 1.7.2. If the equipment failed from improper use, training material and procedures must be altered to prevent future failures.

1.7.3. If equipment failed due to duty cycle, past expected useful life span or any reason besides lack of maintenance or improper use, the equipment selection itself is to be evaluated for proper replacement. Proper replacement should include research into new technologies as this is an opportunity for continuous improvement.

## 4. REPORTS REQUIRED

# 1.8. Maintenance logs

### 5. AUTHORIZATION FOR DEVIATION

1.9. The Director of Operations or the Director of Cultivation must direct any deviation from the standard operating procedure.

## 6. APPROVAL, REVIEW, REVISION AND DISTRIBUTION

1.10. The Standard procedure shall be reviewed by the Director of Operations and/or the Director of Cultivation yearly, Following the issuance or last revision or review date. Any revision must be signed by the and verified by an executive team member prior to being distributed, Distribution of revisions and collection of any outdated versions shall be the responsibility of management. The Director of Cultivation will scan the originals into the computer and retain the signed originals in a binder in their office.

### **SECURITY**

In order to provide a secure, safe and healthy work environment for employees, Gulf Shore Remedies periodically provides information to employees about workplace safety, health, and security issues through regular internal communication means such as meetings, memos or other written communications.

Employees must comply with all security systems, processes and policies implemented by Gulf Shore Remedies. Key card access to the office should be limited to employees and approved guests. Technology applications and Gulf Shore Remedies email are to only to be used by authorized persons. You will be issued and must maintain a password in order to use Gulf Shore Remedies' Technology. Employees shall not disclose their codes or passwords to others and may not use someone else's code or password without express written authorization from the Company.

Employees are discouraged from bringing large amounts of cash or other personal valuables to work unless absolutely necessary. Gulf Shore Remedies is not responsible for employees' personal items that are lost or stolen.

Employees should feel free to report, without fear of retaliation, any condition which they believe poses a safety, health or security risk in the workplace. Gulf Shore Remedies will investigate such reports promptly and thoroughly and take appropriate corrective action. Further, any comments or jokes regarding threats of violence will be taken seriously and dealt with appropriately and promptly.

The purpose of Gulf Shore Remedies' security policy is to protect Company assets and to maintain a safe working environment for all employees.

## **Facility Access:**

All regular Gulf Shore Remedies employees will be issued a key to gain access to Company facilities. Employees who are issued keys are responsible for their

safekeeping. All lost or stolen keys must be reported to your supervisor as soon as

possible.

Upon separation from the Company, and at any other time upon request, all keys must

be returned to your supervisor.

**Closing Procedures:** 

The last employee, or a designated employee, who leaves the office at the end of the

business day assumes the responsibility to ensure that: all doors are securely locked;

the alarm system is armed; thermostats are set on appropriate evening and/or

weekend setting; and all appliances and lights are turned off with the exception of the

lights normally left on for security purposes.

Employees are not permitted on company property after hours without prior written

authorization from management.

### **ID BADGES, VISITORS AND LOGS**

#### 1. PURPOSE

1.1 The purpose of this procedure is to provide security measures to protect the premises, customers and agents include the identification badge policies and procedures, which will enhance the safety of the agents, contractors and visitors as well as physical and financial assets of GSR. Badge issuance authority is assigned herein to management, and it is established that each agent, contractor and visitor is responsible for the safekeeping of their badge. Types of badges are defined, along with provisions for lost or stolen badges, temporary badges, badge placement and display devices.

#### 2. RESPONSIBILITY

1.1 The Director of Operations and/or Management is responsible for maintaining and training this SOP.

### 3. PROCEDURE

- 1.1 Agents are issued employee badges, which will serve as their identification badge and will be visibly worn at all times on the premises.
- 1.2 The visitor policy outlines procedures for visitor approval and recordkeeping.
- 1.3 All visitors will be logged in and out and a visitor log will be available for inspection by the Department and AMCC at all times. Records of visitor information will be maintained and available for commission's inspection for a minimum of 2 years. A duplicate copy of visitor records will be stored off site. All outside vendors, contractors and visitors will obtain an identification badge prior to entering a limited access area and will be escorted at all times by an agent authorized to enter the limited access area. Agents are required to immediately report security breaches and incidents of non-compliance.

1.4 All visitors, including outside vendors, consultants, contractors, Department representatives, representatives of an independent laboratory, and law enforcement officials will be required to comply with this procedure as a condition of facility access. Unannounced visitors at the facility are prohibited, except for Department and AMCC representatives and other designated officials acting in accordance with state law.

- 1.5 Each agent, contractor and visitor must visibly wear an identification badge when on property and is responsible for the safekeeping of his or her badge. The purpose of the identification badge policies and procedures is to enhance the security and safety of Employees, Visitors and physical and financial assets.
- 1.6 Temporary identification badges which serve as a temporary replacement identification for an agent who has reported a lost or stolen badge.
- 1.7 Only GSR personnel, Department representatives, law enforcement officials, other officials acting in the course of their duties, outside vendors, contractors, and authorized visitors may access the Facility. Individuals who have valid reasons to visit the Facility but are not employed by GSR are defined as visitors.
- 1.8 The Manager or their designee must approve all visitors, except those there for governmental duties.
- 1.9 The agent checking the visitor in must obtain a copy of identification (driver's license, official badge, etc.) for each visitor and attach it to the Visitor Log. A visitor identification badge must be issued to a visitor and clearly displayed by the visitor prior to entering any limited access area. The visitor badge must be returned upon exit.
- 1.10 The agent issuing the badge is responsible for ensuring the badge is returned.

  If a visitor badge is not returned, the agent must notify the Manager

- immediately and the Manager must record the badge number as missing including the information of the visitor the badge was issued to.
- 1.11 Visitors must be notified by any agent issuing the visitor badge that if the visitor loses their provided badge, they must immediately notify an agent.
- 1.12 All visitors must be accompanied by a manager or their designated agent at all times in limited access areas.
- 1.13 The Manager must oversee access to all secured areas including security equipment areas, cash holding areas and cannabis or storage areas, which must be restricted to designated agents and controlled by electronic locks which record all entry events. Contractors and visitors requiring access must be escorted by the Manager, or his or her designee.
- 1.14 Agents may allow Department, AMCC or other law enforcement representatives access to the facility at any time without prior authorization but must record any such visit on the Visitor Log and notify Management immediately upon their arrival.
- 1.15 All Employees must adhere to the procedures set forth herein when visitors arrive at the facility. Visitors must be signed in and out of the Visitor Log, provide identification, and must visibly display a visitor badge at all times while inside the facility. All Visitor Logs will be maintained for a minimum of five (5) years and made available to the Department or AMCC upon request.
- 1.16 The individual visiting the facility will have to complete the following steps to receive a visitor identification badge and be granted access:
- 3.16.1. Present a valid government issued identification card with a picture;
- 3.16.2. Security / Receptionist completes Visitor Log, as directed by a Company agent;

3.16.3. Visibly display the visitor identification badge at all times while inside the facility;

- 3.16.4. Allow for the continuous visual supervision of a Company agent at all times; and
- 3.16.5. Do not touch any plant or medical cannabis product.
- 1.17 Return the visitor badge prior to leaving the facility.
- 1.18 All agents are required to comply with the following procedures when a visitor arrives at the facility:
- 3.18.1. When a visitor arrives, ask the visitor who they are, why he or she is visiting the facility, and whom he/she has spoken to about the visit. If it becomes clear that the visit was unannounced or unauthorized, ask the visitor to leave the premises and contact law enforcement if the individual refuses to leave;
- 3.18.2. Obtain management approval for visitor access. If approved, the manager will select an agent to escort the visitor or will choose to escort the visitor personally;
- 3.18.3. Ask the visitor to provide a valid photo ID and scan or photocopy it. Department or AMCC officials and law enforcement officers must be asked to show an official identification card. Enter scanned or photocopied IDs into recordkeeping system;
- 3.18.4. Verify that the ID matches the person, that the ID is not expired, and verify the authenticity of the visitor's ID card in accordance with training; and
- 3.18.5. Inform visitors of their responsibilities.
- 1.19 Hand the visitor a Laminated Visitor Badge and ask him/her to wear the badge around his/her neck in a manner that ensures that the badge is visible at all

- times (i.e. cannot be in shirt pocket or under shirt). Explain that the badge is property of the company, and it must be returned before leaving.
- 1.20 Security / Receptionist must fill in Date, Visitor Badge #, Visitor Name, Meeting with, and Time In.
- 1.21 Maintain log and keep available for Commission's inspection for at least 5 years.
- 1.22 Fill in Escort Initials and ID Checked on Visitor Log.
- 1.23 The Company agent serving as the visitor's escort must accompany the visitor at all times.
- 1.24 Ensure the visitor does not touch any plant or medical cannabis product.
- 1.25 Security / Receptionist is to record Time Out on the Visitor Log and obtain the Visitor Badge before leaving the facility.

## 4. REPORTS REQUIRED

1.26 Gulf Shore Remedies Company Visitor Log

### 5. AUTHORIZATION FOR DEVIATION

1.27 The Director of Operations or General Manager must direct any deviation from the standard procedure.

## 6. APPROVAL, REVIEW, REVISION AND DISTRIBUTION

1.28 The standard procedure shall be reviewed by the Director of Operations and/or the Director of Cultivation yearly, following the issuance or last revision or review date. Any revision must be signed and verified by an executive team member prior to being distributed. Distribution of revisions and collection of any outdated versions shall be the responsibility of the

Management. The Manager or Director will scan the originals into the

computer and retain the signed originals in a binder in their office.

[INSERT GULF SHORE REMEDIES VISITOR LOG TEMPLATE]

### **ANTI - DIVERSION**

#### 1. PURPOSE

The purpose of the plan is to provide comprehensive policies and procedures to be implemented by management in order to ensure that diversion of cannabis is prevented. All cannabis in the process of propagation, cultivation, production, preparation, transport, or sale shall be housed, stored and transported in such a manner as to prevent diversion.

#### 2. RESPONSIBILITY

The Director of Cultivation or Manager is responsible for maintaining and training this SOP.

#### 3. PROCEDURE

- 1.1. The provisions outlined herein include strict security measures to prevent agent or third-party theft or transfer of cannabis products by an authorized person to an unqualified individual. Supply-chain security is designated as a primary job duty of all managers, reinforcing a company-wide culture of responsibility. The Director of Cultivation will be responsible for the development and implementation of the Anti-Diversion plan.
- 1.2. Specific considerations regarding anti-diversion measures include methods for increased accountability and guidelines for education, training, and proper product handling. This includes the use of methods for identifying, recording, and reporting diversion, theft, or loss, and correcting all errors and inaccuracies in inventories.
- 1.3. GSR has established a loss prevention strategy focused on anti-diversion and prevention of breaches in product security. GSR acknowledges that the most effective way to ensure the safety and security of Employees, facilities

and products is by implementing thorough prevention strategies. All agents are required to have a comprehensive knowledge of the diversion and trafficking prevention measures and to incorporate prevention measures into daily work activities. In the event of theft or loss from GSR, all Employees are required to immediately report the incident to the Director of Cultivation or Security personnel. These persons will contact the Board, local law enforcement, and the Department or AMCC as required.

- 1.4. All ready for distribution cannabis within GSR will be stored in a vault within a limited access inside a secure product storage room in order to prevent diversion, theft, or loss. The Director of Cultivation and their designees will conduct periodic checks to assure all locks and security equipment in the secure product storage room are maintained in good working order.
- 1.5. Any area used for storing, processing and performing any other activity involving cannabis will be located within the enclosed and locked within the secured premises which will protect operations from view. The area in which cannabis is produced or cannabis products are stored has 24-hour surveillance, is protected from unauthorized entry via the access control system and securely locked at all times, other than when required to add, move or remove products from storage or perform cultivation or processing task.
- 1.6. All cannabis products in any phase of the production cycle will be in a secure limited access location in the Facility, and access will only be granted to a minimum number of authorized personnel necessary for efficient operations.
- 1.7. Diversion includes, but is not limited to, agent or third-party theft or transfer of cannabis products by an agent or authorized person to an unqualified individual. Best practice dictates that GSR must demonstrate control and security over controlled substances inventory, create strict divisions of

duties and implement oversight procedures developed by management to prevent opportunities for diversion.

- 1.8. The Director of Cultivation is responsible for the development and implementation of the company's Anti Diversion Plan. The Board is responsible for oversight of the Anti-Diversions Plan effectiveness. All Employees are responsible for ensuring a culture of responsibility and reporting. All agents will be trained to identify indicators of diversion, including:
- 1.8.1. Suspicious behavior;
- 1.8.2. Parking lot surveillance; and
- 1.8.3. Other indications of planned diversion.
- 1.9. Any agent who participates in, allows or fails to report diversion shall be reported to law enforcement as necessary and terminated in accordance with the Employee Manual. Additionally, all sensitive transactions related to the purchasing and sale of cannabis and cannabis products require two agents to verify the transaction in accordance with the GSR's SOP's.
- 1.10. It is imperative that all employees embrace the Anti-Diversion Plan and share in discrepancy-resolution and diversion-prevention responsibilities. Working together, administration, cultivation and security personnel shall make recommendations to the Director of Cultivation and Security Officers regarding the policies and procedures for preventing diversion of controlled substances.
- 1.11. The Director of Operations and Cultivation must regularly review information from external sources including other managers, law enforcement, trade associations, advocacy groups, etc. and patients and caregivers related to factors that may impact the incentive for diversion (i.e.

system-wide cannabis shortages, changes in law, etc.). If the General Manager concludes a change in diversion risk based on environmental factors, a risk mitigation plan must be developed and implemented.

- 1.12. All Employees shall report any suspicion of theft or diversion to a Company manager or supervisor immediately as a condition of employment. Any occurrence of diversion, theft or loss of cannabis will be handled in accordance with the Anti-diversion plan.
- 1.13. The Dispensary will immediately notify the Department, AMCC and the Alabama State Police of any verified loss, theft, or diversion of cannabis from GSR, and will additionally provide notice to local law enforcement if a reduction in the quantity of medical cannabis in inventory is due to suspected criminal activity.
- 1.14. Prior to commencement of association with GSR, all agents will be thoroughly screened and subject to a background check. Any person with a history of theft or diversion, or with a felony drug conviction, will not be eligible to be employed by or volunteer for GSR.
- 1.15. Visitors must be handled in accordance with the Visitation Protocol. Visitors must be approved by the appropriate manager, recorded in the Visitor Log, and always accompanied by an Agent.
- 1.16. Visitors must never be granted access to areas where security equipment, cash, cannabis or cannabis products are present unless absolutely required for provision of services.
- 1.16.1. Two agents are required to move inventory from a storage area to the packaging area for packaging and distribution.
- 1.16.2. All agents are required to have a good working knowledge of the Antidiversion plan and to implement prevention measures into daily activities.

- 1.16.3. Only main facility entrances will be used for access to the facility. Auxiliary doors will only be used in case of emergency egress.
- 1.16.4. Storage rooms will be secured with a lock that can be opened from the inside so that agents are not locked inside during an incident.
- 1.16.5. Managers will vary agent lunch and break schedules to ensure maximum coverage.
- 1.17. At least two agents (the term "agents" includes all personnel, including managers) are required for opening, closing and operation:
- 1.17.1. An agent will inspect the business for forcible entry before entering the business and survey the premises before admitting others; and
- 1.17.2. Security equipment will be inspected after opening and prior to closing to ensure the necessary surveillance of all operating activities.
- 1.18. Every agent is responsible for reporting suspicious activities and persons to a supervisor or a Manager. The Manager will notify law enforcement when a potential risk is identified. Should the person leave before the law enforcement officer's arrival, the Manager will note the time to retrieve surveillance records, and record a description of the suspect and his/her vehicle for possible police use. Examples of suspicious activity could involve coworkers, patients, vendors or unknown persons and include:
- 1.18.1. Persons monitoring business operations;
- 1.18.2. Persons who appear to loiter in the area examining the business layout and operations; and
- 1.18.3. Persons waiting for a lull in activity or observing employee routines.

- 1.19. GSR will use a robbery and burglary alarm system. Agents will be trained by a manager on the panic alarm system, including the location of fixed alarms, the appropriate use of personal alarms and accidental activation procedures. The robbery and burglary alarm system will include the following requirements:
- 1.19.1. Coverage of all entrances and exits, rooms with exterior windows or walls, roof hatches, skylights, and storage rooms or product vaults;
- 1.19.2. Silent duress alarm triggered by a specific code that signals that the alarm user is being coerced to turn off the system;
- 1.19.3. Audible panic alarm, which is activated by a device and signals a life threatening or emergency situation requiring law enforcement response;
- 1.19.4. Silent hold up alarm, which is activated by a device and signals a robbery in progress;
- 1.19.5. Ability to remain operational during a power outage and ensure all access doors are not solely controlled by an electronic access panel, such that locks are not released during power outage; and
- 1.19.6. Locks are to use a fail-safe mode that will allow egress of staff during any equipment failures or power outages.
- 1.20. The Director of Cultivation will maintain a list of non-emergency police department contacts for GSR and will maintain regular communication with each contact advising of any changes in the security environment or any suggested modifications to procedures. The Director of Cultivation will engage these agencies to support GSR's security mission through:
- 1.20.1. Collaborative training and exercises;
- 1.20.2. Rapid response to incidents; and

- 1.20.3. Proactive meetings.
- 1.21. The Anti-Diversion Plan details extensive provisions that GSR has developed to ensure comprehensive control of inventory from "seed to sale" in compliance with the regulation's GSR's priorities for securing inventory center on controlling access to areas of facilities in which cannabis and cannabis products are present or cultivated, the inventory control systems utilized, the detailed inventory records maintained, and the physical security of the Cultivation facilities and properties.
- 1.22. Audits and inventory counts will be performed in order to ensure a quick resolution of discrepancies and errors.
- 1.23. The Director of Cultivation, Cultivation Manager, and Director of Operations will perform a periodic review of system administrators and responsible agents to prevent diversion opportunities.
- 1.24. Audit procedures will ensure a full inventory of cannabis and cannabis products monthly, as a minimum requirement.
- 1.25. The Director of Cultivation and the Cultivation Manager in coordination with the Director of Operations will develop and employ standard deviation measures utilizing historical data to evaluate the activities of all system users and purchases; the measures will be revised annually at a minimum, but as often as needed to accurately reflect current operating data.
- 1.26. Any inventory discrepancies discovered by any agent will be reported to a manager upon discovery. Any discrepancies discovered during a shift will be resolved before the end of the shift.
- 1.27. The Director of Cultivation will report all unresolved inventory discrepancies to the appropriate authorities. (i.e. Department, AMCC, local or state law enforcement.)

1.28. The General Manager will monitor unresolved inventory discrepancies daily.

1.29. The General Manager will approve the reconciliation entry of any inventory discrepancy.

1.30. All cannabis and cannabis products awaiting disposal must be stored in a secured and locked container, recorded and disposed of in accordance with Waste Disposal Plan.

# 4. REPORTS REQUIRED

None.

#### 5. AUTHORIZATION FOR DEVIATION

The Director of Operations or Director of Cultivation must direct any deviation from the standard procedure.

## 6. APPROVAL, REVIEW, REVISION AND DISTRIBUTION

The standard procedure shall be reviewed by the Director of Operations and/or the Director of Cultivation yearly, following the issuance or last revision or review date. Any revision must be signed by the Management and verified by an executive team member prior to being distributed. Distribution of revisions and collection of any outdated versions shall be the responsibility of the Manager. The Director of Cultivation will scan the originals into the computer and retain the signed originals in a binder in their office.

# PHYSICAL SECURITY AND PROTECTION PROCEDURES

#### ACCESS CONTROL SYSTEM

### 1. PURPOSE

The purpose of this procedure is to provide oversight into the central component of security practice of restricting access to the facility and all areas of the Facility containing cannabis or cannabis products in any form. All GSR personnel will be responsible for complying with company policies related to facility access, and for preventing unauthorized persons from entering limited access areas.

### 2. RESPONSIBILITY

The Director of Operations and Director of Cultivation is responsible for maintaining and training of this SOP.

## 3. PROCEDURE

- 3.1 GSR will only package, store, cultivate, process or perform any other activity involving cannabis in Department/AMCC-approved facilities which will be enclosed, locked, and will protect all operations from view.
- 3.1.1. No person(s), except GSR personnel, local law enforcement, Department or AMCC representatives, and other relevant authorities, when necessary to perform their governmental duties, will be allowed on the premises, with only a few exceptions:
- 3.1.2. Emergency personnel, who will enter facility when necessary to perform their duties;
- 3.1.3. Contractors who may enter to complete a defined task or may be given access on a temporary basis; and

- 3.1.4. Authorized visitors, including vendors, service providers, approved third-party trainers, and other similar persons, who have arranged to come to the facility ahead of time and received approval from the Director of Operations and/or the Director of Cultivation.
- 3.2 Agents will not allow any other person on site without a manager's approval; only managers may grant facility access. Any person refusing to leave the premises should be considered an incident, handled in accordance with the emergency management and response procedure. In any incident involving trespassing or invasion, the manager must contact local law enforcement and the Director of Cultivation as soon as possible.
- 3.3 All GSR agents will visibly display their agent identification card at all times while on any Company premises.
- 3.4 Any agent who misplaces, loses, or has their RFID key fob stolen will immediately notify their supervisor. The Supervisor will provide a temporary replacement while a new identification card or key fob is ordered and shipped. Upon notification, the Supervisor will immediately deactivate the missing key fob and retain records of all activations and deactivations. Multi-offenses (lost or misplaced RFID key fobs) may result in discipline, up to and including termination.
- In accordance with GSR's Visitation Protocol, all visitors must identify themselves, provide information in an internal log, visibly always display a visitor identification badge, and be always escorted by Company personnel. Visitors will be required to comply with all applicable laws, regulations, and company policies and procedures always as a condition of facility access. Visitor access will be rare and limited to only those that are necessary to conduct business.

- Only authorized GSR agents or authorized persons escorted by a Company agent will access limited access areas (i.e., areas that may contain cannabis plants, cannabis products, or sensitive information, equipment, or supplies).
- 3.7 The Director of Operations and Director of Cultivation will be responsible for assigning and recording access privileges. Access to limited access areas, and thereby to all cannabis and cannabis products, will be restricted to the minimum number of specifically authorized GSR personnel necessary for efficient operations.
- 3.8 Architectural security features and ESS will be maintained and always utilized to deter, prevent, and promptly detect unauthorized access to the facility or sensitive interior space.
- 3.9 Limited access areas include all internal spaces of the Facility in which cannabis or cannabis products in any state are processed, cultivated, handled, packaged, or otherwise present, and where product constituents, production equipment and supplies are stored. The access control system described below limits access into all secure areas of the facility, and additionally limits agent access to restricted access spaces such as finished goods vaults.
- 3.10 GSR will provide posted signs at all entryways of limited access areas that will be a minimum of 12" x 12" and that states "Authorized Personnel Only" in lettering no smaller than one inch in height.
- 3.11 Within the limited access area, access will be further restricted to the secure product storage room and security room containing surveillance head-end equipment and other security equipment; these will be considered restricted access areas. Restricted access areas will be limited to the absolute minimum number of personnel necessary.

- 3.12 Access privileges will be awarded through the access control system described below. Agents will only be awarded access privileges to the facilities and areas within their facility of employment that are relevant to their work tasks. The Director of Cultivation will consider the level of security risk and the degree of necessity for access when awarding agent access privileges. The Director of Cultivation is responsible for assigning and recording access rights, while the access control system will also record entries to the facility and all restricted and limited access areas.
- 3.13 Access to protected information will be restricted to authorized managers, as determined by the Board. Examples of protected information include:
- 3.13.1. Access control and surveillance equipment locations and records;
- 3.13.2. Network data and credentials;
- 3.13.3. Floor plans of critical areas;
- 3.13.4. Password and code records; and
- 3.13.5. Employee records.
- 3.14 Only GSR's executive and general management personnel may grant temporary access to an authorized visitor such as laboratory staff, emergency personnel or government officials. All visitors must adhere to the Visitation Protocol.
- 3.15 To maintain a secure facility, the following policies and procedures will be implemented:
- 3.16 Access will be given only to areas where need can be demonstrated. Facility keys, alarm codes (AC) and electronic access control key fobs will only be issued by the Director of Operations and the Director of Cultivation, depending on the agent's level of authorization. Issuance will be recorded by

the issuing individual in internal logs and systems, and these records will be maintained indefinitely.

- 3.17 AC's may not be transferred or shared. Key fobs and facility keys will not be loaned, transferred, or shared and may not be left unattended. All key fobs issued on a "permanent" basis should be retained in the possession of the agent to whom issued. Key fobs and facility keys will not be transferred directly from one agent to another.
- 3.18 Any agent losing a key fob, AC or facility key will report the loss to the Supervisor. The Director of Operations or the Director of Cultivation will deactivate any lost key fob immediately and make a determination as to whether the system has been compromised and whether re-coring or recoding is required; and
- 3.19 Only in an emergency will a manager issue a key, AC or key fob. When a key is issued under these circumstances, the manager will notify the directors as soon as possible.
- 3.20 The Director of Operations and the Director of Cultivation will oversee the keying and coding system of GSR. The design of the companies keying, and coding system recognizes multiple control areas, to which varying levels of access will be granted as necessary. All key FOBs, ACs and EACCs will be recorded and tracked in the Electronic Access Control Log with the following information:
- 3.20.1. Agent name;
- 3.20.2. Agent number;
- 3.20.3. Identification:
- 3.20.4. Date issued:

- 3.20.5. Term of issuance;
- 3.20.6. Date to be returned; and
- 3.20.7. Signature.
- 3.21 When employment with GSR has been terminated, all key fobs and facility keys will be returned and recorded. The terminating manager is responsible for collecting the key fobs and facility keys. The Director of Operations and the Director of Cultivation is responsible for re-coding the alarm system, if applicable, and deactivating the key fob. Failure to collect key fobs and facility keys from terminating agents will require additional protective measures.
- 3.22 GSR will secure and monitor access to the cultivation facility through the installation and use of an access control system. The access control system will be used to control and record the movement of personnel throughout the facility, selectively allow and prevent access to sensitive spaces by awarding individual- and group-based access privileges and monitor employee activities to identify potential insider attempts to divert or steal medical cannabis products, plants or seeds.
- 3.23 An advanced PC-based access control solution will be utilized. Avigilon offers centralized administration and control of doors and users. The system will allow Management the ability to tailor access privileges to groups or individuals quickly and easily and generate access event reports for individual access control points, for individual or groups of employees, for entire facilities or buildings, and for the Cultivation Operations as a whole.
- 3.24 The Director of Operations and/or the Director of Cultivation will provide each agent and manager with a radio-frequency identification key fob that will be integrated with the access control system and provide or deny access

to certain rooms on the basis of access privileges recorded in the PC-based system. Each agent and manager's personal information will be linked to his or her key fob, including the individual's picture, name, and position. Access to secured areas will be based on access privileges as entered and stored in the system and linked to the unique key fob issued to each individual employee.

- 3.25 Specialized access control equipment will be installed on each door leading to and from an access-controlled space. The access control equipment installed on each of these doors includes a proximity card reader, a door strike that is integrated with the card reader. Each person with appropriate credentials can unlock an access-controlled door by bringing his or her RFID key fob in proximity to the card reader. This will send an electronic signal causing the Maglock to unlock. When a given person attempts to or successfully enters an access-controlled space using his or her key fob, the event will be recorded in the access control system and all pertinent information, including the individual's identity and photo, the time and date, and whether access was awarded or denied, will be available for review. Access control records and event reports will be protected by encryption and audit trail, ensuring that the records are accurate and protected from tampering or modification.
- 3.26 Using the system, the Director of Operations and/or the Director of Cultivation will be able to selectively provide or restrict access through each individual door outfitted with access control equipment, thereby ensuring that personnel are only allowed to enter the areas of the facility that are pertinent to their job activities. Access privileges to each access-controlled space may be awarded to individuals or groups, and will be issued on the basis of operational necessity.

- 3.27 Any lost key fob must be reported immediately to the Director of Operations and/or the Director of Cultivation for deactivation. Key fob activation, deactivation, and access privilege issuance and revocation records will be maintained indefinitely. Multi-offenses (lost or misplaced smart cards) may result in discipline, up to and including termination.
- 3.28 The system allows centralized access monitoring, control, and recordkeeping. The system will report the status of all access-controlled doors, allowing Management to determine in real-time whether access-controlled doors are locked, unlocked, open, closed, held open, or forced open.
- 3.29 Using the system, the Director of Operations and the Director of Cultivation will be able to review all access requests, both authorized and denied, including pass back attempts. All system events will be digitally tracked, stored, and available for on-site or remote review by the system operators.
- 3.30 The system additionally allows the generation and exporting of custom event reports. Event reports can be customized to meet any security-related reporting or monitoring need and will greatly assist in the detection and prevention of attempted diversion or suspicious activity. Reports can be generated that are specific to an individual or access point, cover all access events over a determined period, provide information solely about access denials, show all access events for a group of employees, or cover an entire facility, property, or the Dispensary as a whole. Management will use system data and custom event reports to monitor employees, identify potential insider security threats, identify unauthorized access and necessary changes to access privileges, and identify deficiencies in security control systems that must be promptly corrected.
- 3.31 In addition, reports can be produced for historical events, which will allow Management to investigate security-related events, identify any involved

personnel, and provide specific event reports backed up with surveillance footage to law enforcement if theft or diversion is verified.

# 4. REPORTS REQUIRED

None.

#### 5. AUTHORIZATION FOR DEVIATION

The Director of Operations or Director of Cultivation must direct any deviation from the standard procedure.

## 6. APPROVAL, REVIEW, REVISION AND DISTRIBUTION

The standard procedure shall be reviewed by the Director of Operations and/or the Director of Cultivation yearly, following the issuance or last revision or review date. Any revision must be signed by the Directors and verified by an executive team member prior to being distributed. Distribution of revisions and collection of any outdated versions shall be the responsibility of Management. The Director of Cultivation will scan the originals into the computer and retain the signed originals in a binder in their office.

### **ELECTRONIC SECURITY SYSTEM**

#### 1. PURPOSE

The purpose of this procedure is to provide instructions for Electronic Security System at GSR.

#### 2. RESPONSIBILITY

The Director of Operations and/or Director of Cultivation is responsible for updating and maintaining the Electronic Security System.

### 3. PROCEDURE

- 3.1 The Director of Operations and/or Director of Cultivation will maintain an adequate security system at the facility to prevent and detect diversion, theft or loss of cannabis or unauthorized intrusion and monitor employees for signs of insider threat.
- 3.2 The Director of Operations and/or Director of Cultivation will approve the equipment selected and proposed equipment modifications and additions. In accordance with security industry best practices, the Electronic Security System will utilize commercial-grade equipment, which will, at a minimum, includes:
- 3.2.1. Security Lighting
- 3.2.2. Lighting fixtures of the licensee shall be designed and installed to ensure proper surveillance.
- 3.2.3. Security equipment to deter, prevent, and detect unauthorized entrance into limited access areas, which includes, without limitation.
- 3.2.3.1. A series of devices to detect unauthorized intrusion in the building and in limited access interior spaces, including, without limitation.

- 3.2.3.2. An intrusion alarm system with motion sensors, glass break detection, smoke alarms, wired door sensors, communication features, silent alarms, remote monitoring, and notifications.
- 3.2.3.3. An access control system that only allows authorized persons to enter controlled areas based on privileges awarded, produces reports of access attempted and achieved by employees, and can be remotely monitored; and
- 3.2.3.4. A separate independent back up system with motion sensors, wired door sensors, communication features, silent alarms, remote monitoring, and notifications.
- 3.2.4. Electronic monitoring, including, without limitation:
- 3.2.4.1. A 24-hour, continuously operating closed-circuit television (CCTV) surveillance system.
- 3.2.4.2. A wall-mounted CCTV LED monitor for viewing surveillance feed.
- 3.2.4.3. Fixed cameras that visually record and monitor all ingress, egress and every room and hallway in the interior of the building, all areas containing cannabis either cultivated or stored, excludes restrooms, and locker rooms.
- 3.2.4.4. Auto-switching day/night dome video cameras with varifocal lenses installed indoors and outdoors.
- 3.2.4.5. Video cameras a frame rate of at least six frames per second and resolution of 1080p or greater during alarm or motion-based recording.
- 3.2.4.6. Day/night video cameras outdoors and in low-light interior areas.
- 3.2.4.7. Digital video recording (DVR) device(s) that store a minimum of 60 days' worth of surveillance video on-site, can remain operational during a power outage (for 48 hours), allows exporting of still images with embedded time

- and date stamp in a common file format, and is in a lockbox in a restricted access area.
- 3.2.4.8. Remote access to stored video and cloud back up of a minimum of 60 days of surveillance video.
- 3.2.4.9. A smart phone, tablet, and PC-compatible software application for remote monitoring of real-time and stored surveillance footage, access control data, and alarm system outputs.
- 3.2.4.10. Immediate automatic electronic notifications or cell communications to alert the Director of Operations, Director of Cultivation, Owners and local law enforcement of an unauthorized breach of security at the building, security fencing or any interior portions of facility or greenhouse structure.
- 3.3 All recordings will be erased or destroyed prior to disposal. No recordings will be destroyed if the Commission has notified GSR of any ongoing investigation.
- 3.4 The Director of Operations and/or Director of Cultivation will schedule and oversee all required maintenance of security equipment, including electronic recording security systems, in accordance with manufacturer recommendations.
- 3.5 Any equipment failure identified will be corrected as soon as possible. All security equipment will be in good working order and will be inspected and tested at regular intervals, not to exceed 30 calendar days from the previous inspection and test. The Director of Cultivation will instruct the Security Personnel monitoring the video recording system to immediately report any malfunctioning or technical problems with the system.

## 4. REPORTS REQUIRED

None Required

### 5. AUTHORIZATION FOR DEVIATION

The Director of Operations or Director of Cultivation must direct any deviation from the standard procedure.

### 6. APPROVAL, REVIEW, REVISION AND DISTRIBUTION

The standard procedure shall be reviewed by the Director of Operations and/or the Director of Cultivation yearly, following the issuance or last revision or review date. Any revision must be signed by the Directors and verified by an executive team member prior to being distributed. Distribution of revisions and collection of any outdated versions shall be the responsibility of Management. The Director of Cultivation will scan the originals into the computer and retain the signed originals in a binder in their office.

## **IT SECURITY**

### 1. PURPOSE

The purpose of this procedure is to provide instructions for IT Security at Gulf Shore Remedies.

#### 2. RESPONSIBILITY

The Director of Cultivation and/or the Manager will ensure the security of the hardware, software, data and communications networks of the GSR.

### 3. PROCEDURE

- 1.1 The Director of Cultivation and/or Manager are responsible for all information technology maintenance including:
  - 1.1.1 Software registration;
  - 1.1.2 Security patches;
  - 1.1.3 Malicious software prevention;
  - 1.1.4 Account management;
  - 1.1.5 Security status and network access monitoring;
  - 1.1.6 Disposal and redeployment;
  - 1.1.7 Agent IT security training; and
  - 1.1.8 Vulnerability assessments.
- 1.2 All agent passwords for software and network access will be changed every six (6) months or immediately upon any resignation, termination or

- suspension. The information technology consultant will ensure system required password changes.
- 1.3 Access to protected information will be restricted to essential personnel only.
- 1.4 Examples of protected information include:
  - 1.4.1 Security and cash management procedures;
  - 1.4.2 Asset and inventory lists;
  - 1.4.3 Access control and surveillance head-end equipment locations;
  - 1.4.4 Network data and credentials;
  - 1.4.5 Floor plans of critical areas;
  - 1.4.6 Customer records
  - 1.4.7 Password and code records; and
  - 1.4.8 Agent records.
- 1.5 The Director of Cultivation and/or designee is required to identify cyber security incidents. Incidents include natural disasters impacting technology infrastructure and unauthorized network access exposing protected information.
- 1.6 Every employer issued device will contain a device-level encryption package.
  Issued devices include thumb drives, smart phones, tablets, etc. Cyber security measures implemented at the Cultivation include:
  - 1.6.1 Creation of an internal network and a separate network for guests, if necessary;
  - 1.6.2 A secure and encrypted proprietary email system;

- 1.6.3 All Company data will be encrypted and backed up offsite, using secure cloud storage services; and
- 1.6.4 Physical and logical separation will be provided between all security systems, including the building management system, the Seed to Sale system and any other supervisory control access system.
- 1.7 This is very much reflected in both the technology and its process of deployment implemented by the GSR. GSR believes it can enhance security by utilizing meaningful analytic conclusions out of the types of data that are available. The result is the implementation of methods and technology that are largely unique. To accomplish these objectives, GSR may analyze the following data channels:
  - 1.7.1 Email;
  - 1.7.2 Instant Message;
  - 1.7.3 VOIP voice mails;
  - 1.7.4 COMPANY-provided cell phones;
  - 1.7.5 Facebook (public facing);
  - 1.7.6 Twitter (public facing);
  - 1.7.7 Any other social media that is or becomes in wide use amongst employees;
  - 1.7.8 Smartcards keys; and
  - 1.7.9 Inventory control System.
- 1.8 These channels will be monitored for the following things:

1.8.1 Associations: References to and/or communications with customers, suppliers, and known illegal drug distributors;

1.8.2 Topics: Drugs, gambling debts, threats, etc.;

1.8.3 Sentiment Analysis: Evidence of extreme agitation;

1.8.4 Time-appropriateness, consistency in time and concurrence in time with other events; and

1.8.5 Actor-appropriateness and whether the agent is performing the expected task.

# 4. REPORTS REQUIRED

None Required

### 5. AUTHORIZATION FOR DEVIATION

The Director of Operations or General Manager must direct any deviation from the standard procedure.

# 6. APPROVAL, REVIEW, REVISION AND DISTRIBUTION

The standard procedure shall be reviewed by the Director of Cultivation and/or the Cultivation Manager yearly, following the issuance or last revision or review date. Any revision must be signed and verified by an executive team member prior to being distributed. Distribution of revisions and collection of any outdated versions shall be the responsibility of the Director or Manager. The Director of Cultivation will scan the originals into the computer and retain the signed originals in a binder in their office.

# **EMERGENCY MANAGEMENT & RESPONSE**

### 1. PURPOSE

The purpose of this procedure is to provide instructions on emergency management and response procedures for addressing any emergency including a natural disaster, fire, unauthorized facility access, robbery of cannabis or company property, and any other threat to employee safety.

### 2. RESPONSIBILITY

The Director of Cultivation or their designate is responsible for updating and implementing the SOP.

### 3. PROCEDURE

- 1.1 Provisions for emergency management, containment and corrective measures are thoroughly detailed. The Director of Cultivation, Security Personnel and any manager on duty is assigned responsibility for confirming the occurrence of an emergency and for ensuring the appropriate response protocol is followed.
- 1.2 GSR will immediately notify appropriate law enforcement authorities, Department and AMCC within 24 hours after the discovery of a reportable emergency. Measures for emergency reporting in accordance with laws, regulations, and company policies are comprehensively detailed. All emergency and emergency recordkeeping requirements described herein will be satisfied. All documentation related to a reportable emergency will be maintained for no less than five (5) years and made available, upon request, to the Department, AMCC and to law enforcement authorities acting within their jurisdiction.

- 1.3 The primary emphasis of activities described within this protocol is the return to a normalized (secure) state as quickly as possible, while minimizing the adverse impact to the company and employee safety. The plan addresses emergency identification, response protocols, containment activities, and corrective measures.
- 1.4 Types of emergencies for which the Cultivation Facility must be prepared include:
- 1.4.1. Internal theft or burglary;
- 1.4.2. Unauthorized IT access, leading to disclosure of sensitive information;
- 1.4.3. Criminal incidents, such as armed robbery or invasion;
- 1.4.4. Threats of violence to the facility, personnel or visitors;
- 1.4.5. Fires;
- 1.4.6. Gas leaks;
- 1.4.7. Weather-related emergencies, such as floods, fires and hurricanes;
- 1.4.8. Chemical/hazardous materials emergencies, such as a spill or release; and
- 1.4.9. Medical emergencies, for example work injuries.
- 1.5 All agents will receive emergency management and response training as a part of comprehensive safety training upon hire and at least once annually thereafter. The Director of Cultivation must ensure the adequate training of agents. Third-party trainers may be utilized as necessary.
- 1.5.1. Each agent must be familiar with the contents of the emergency management provisions contained herein;

1.5.2. Each agent must know the location of alarms, utility cabinets, fire extinguishers, emergency exits and first aid supplies;

- 1.5.3. In the case of fire, if it is safe to do so, the nearest agent must extinguish the fire using a portable fire extinguisher in accordance with safety training;
- 1.5.4. If a manager is not available to make an evacuation decision, a senior agent must attempt to contact the Director of Cultivation. If none such person may be contacted and the situation is time sensitive, a senior agent must make a determination with the health and safety of agents and visitors as the primary consideration;
- 1.5.5. A gas leak requires an immediate evacuation until the fire department clears the facility. Agents must comply with this requirement and facilitate the evacuation process in accordance with safety training;
- 1.5.6. Agents may not re-enter the building or allow others to re-enter during an emergency. Agents must stay with other evacuated agents and any visitors until interviewed by the Director of Cultivation, Security personnel or first responders;
- 1.5.7. The Director of Cultivation must maintain and visibly post a current emergency contact list and evacuation plan. All agents should save emergency contact numbers in their company or personal cell phones;
- 1.5.8. The Director of Cultivation must pre-plan an evacuation route, maintain and post the evacuation route map in an easily accessible area in the facility. Every agent must know the evacuation route and the location of the map; and the evacuation route must meet all building code requirements.
- 1.5.9. Regular review of facility floor plans and evacuation plan maps must be completed by the Director of Cultivation, Security personnel and Management and updated as necessary.

- 1.6 To ensure an appropriate and timely execution of appropriate emergency response, Director of Cultivation, security personnel and management must;
- 1.6.1. Develop and maintain this plan continuously;
- 1.6.2. Plan must be reviewed at least annually;
- 1.6.3. Identify potential hazards, develop mitigation strategies and improve the response protocols accordingly;
- 1.6.4. Update training programs as needed;
- 1.6.5. Stock the facility with an emergency preparation kit including provisions for sequestration in the facility if required;
- 1.6.6. Maintain an updated emergency notification contact list. Maintain an internal contact list and agent notification system via email and text messaging;
- 1.6.7. Visibly post all evacuation routes;
- 1.6.8. Ensure all environmental detectors, alarms; emergency lighting and exit signs are operational;
- 1.6.9. Coordinate with the Board to ensure appropriate back-up systems are provided to maintain operation of critical equipment and systems in the event of a power outage;
- 1.6.10. Identify the occurrence of an emergency requiring the execution of this protocol with a primary focus on life safety;
- 1.6.11. Secure all products following any verified or suspected instance of diversion, theft or loss of cannabis and conduct an assessment to determine whether additional safeguards are necessary;

1.6.12. Collect any evidence pertaining to an event, unless law enforcement is required and collects evidence;

- 1.6.13. Supervise and direct the consistent, timely and appropriate response to an emergency;
- 1.6.14. Provide appropriate communication to parties having a vested interest in the emergency;
- 1.6.15. Offer support to agents and visitors as appropriate until the emergency is resolved; and
- 1.6.16. Conduct a post-emergency review and report making any necessary adjustments to security and safety measures and procedures.
- 1.7 Reports of emergencies may come from outside parties, GSR personnel, other licensees, media, local law enforcement, direct observation, National Weather Service or other sources. The primary objective is to determine if the problem being reported is an incident that constitutes an emergency. In most instances, the problem being reported will not constitute an emergency by GSR standards and will therefore not require execution of this protocol. However, the protocol provides useful guidelines for dealing with other minor issues as well. No set of protocols will address every circumstance; all GSR agents must in good faith take all necessary and responsible actions, and follow the directions of supervisors, emergency responders, and other authority figures.
- 1.8 Any agent who receives an external report is responsible for asking necessary questions about an emergency in accordance with training, making a reasonable attempt at determining if an emergency has occurred, recording facts and responses to questions, and forwarding pertinent information immediately. If the agent cannot reach the management

personnel, the Director of Cultivation must be contacted. If information received indicates that an emergency may have occurred, the agent receiving the report must:

- 1.8.1. Obtain and record the contact information for the individual reporting the problem (name, telephone numbers and email address);
- 1.8.2. Record relevant information about the emergency (e.g., time/date of suspected occurrence, type of information compromised, location of the compromise) in the appropriate internal log;
- 1.8.3. Inform the individual to expect contact from a member of management;
- 1.8.4. Request that the individual treat the emergency as a confidential matter; and
- 1.8.5. Notify the Director of Cultivation immediately of the emergency.
- 1.9 Except in the case of an emergency needing immediate attention, the Director of Cultivation will determine the category and severity of the emergency and enter into discussions and investigative activities to determine the best course of action.
- 1.10 The Director of Cultivation will notify the appropriate internal and external parties as necessary:
- 1.10.1. Internal Notification: The Director of Cultivation will notify the Board and or Managing Directors of an emergency as soon as possible and then must notify the agents under his/her supervision and other GSR managers, if appropriate for the emergency; and
- 1.10.2. External Notification: Unless emergency responders must be notified immediately, such as in the event of a fire or hazardous materials spill, all external notifications and communications must be approved by the Board. External notifications will depend on the type of emergency. External parties

to be notified may include the Commission, vendors, other licensees, law enforcement, media or other affected parties.

- 1.11 The Director of Cultivation, in coordination with the Board and the Director of Operations will determine the appropriate activities and processes required to quickly contain and minimize the immediate impact to personal safety, the company, customers and other affected parties. The Director of Cultivation and Cultivation Manager will be responsible for putting containment activities and processes into action. Containment activities will be tailored to the character of the emergency. Containment activities are designed to:
- 1.11.1. Minimize harm to persons, products, and the surrounding community;
- 1.11.2. Counteract the immediate threat;
- 1.11.3. Prevent proliferation or expansion of the emergency;
- 1.11.4. Minimize actual and potential damage;
- 1.11.5. Restrict knowledge of the emergency to authorized personnel, as necessary; and
- 1.11.6. Preserve information relevant to the emergency for internal recordkeeping and external reporting purposes.
- 1.12 The Director of Cultivation or Cultivation Manager will determine and invoke the necessary corrective measures in order to quickly restore a normalized and secure state of operation. Corrective measures should be designed to:
- 1.12.1. Secure the environment;
- 1.12.2. Restore the environment to its normalized state; and

- 1.12.3. Continue operations if possible.
- Some emergencies, such as natural disasters, fires, accidents, chemical spills 1.13 or equipment failures, may expose cannabis or cannabis products to extremes in temperature, humidity, smoke, fumes, and hazardous materials, thereby contaminating the product or otherwise rendering it unfit for processing into usable products by licensed producers. The Director of Cultivation in coordination with the Managing Directors must ensure that cannabis or cannabis products that have been subjected to improper storage conditions, including those related to an emergency, are not salvaged and returned to the marketplace and are disposed of in accordance with the Green Waste Plan. If it is unclear whether products were exposed and are potentially contaminated, the Director of Cultivation may quarantine the products and request testing by the Licensed Third-Party Lab to determine whether the products are safe for human consumption and meet the quality standards of GSR. In general, products that may have been contaminated as a result of an emergency situation will be disposed of in the interest of protecting health and safety.
- 1.14 All Company agents will be required to immediately report any of the following emergencies to the Director of Cultivation. In addition, the Director of Cultivation will report such emergencies to law enforcement and the Board or Managing Director will report to the Department and AMCC as necessary:
- 1.14.1. An alarm activation;
- 1.14.2. Any other event that requires response by public safety personnel, including fire and hazardous chemicals emergencies;

- 1.14.3. The failure of or initiation of back-up power for any ESS component (i.e., surveillance system, access control system, alarm system) due to a loss of electrical power or mechanical malfunction;
- 1.14.4. Discrepancies identified during inventory reconciliation that cannot be explained and incidences of suspected or verified diversion, theft, or loss;
- 1.14.5. Any known or planned criminal action involving GSR or GSR personnel;
- 1.14.6. Unauthorized destruction of cannabis;
- 1.14.7. Any suspicious criminal act involving the sale, cultivation, distribution, processing or production of cannabis by any person;
- 1.14.8. Any loss or theft of cannabis products or cannabis waste during transportation;
- 1.14.9. Any loss or unauthorized alteration of records;
- 1.14.10. Any unauthorized access to sensitive information, including ESS features and equipment placement, facility layout, private business documents, and other similar protected documents; and
- 1.14.11. Any other breach of security.
- 1.15 Reporting must include, at a minimum:
- 1.15.1. A summary of the emergency providing a general description of events, approximate timelines, the parties involved, resolution of the emergency, external notifications required and recommendations for prevention and remediation;
- 1.15.2. A description of emergency events, indicating specific timelines, persons involved, hours spent on various activities, impact to affected parties, ensuing discussions, decisions and assignments made, problems

encountered, successful and unsuccessful activities, notifications required or recommended, steps taken for containment and remediation, recommendations for prevention and remediation (short-term and long-term), identification of policy and procedure gaps, results of post-emergency review;

- 1.15.3. All relevant documentation will be retained by the Director of Cultivation for archival in a cloud storage repository.
- 1.16 Once an emergency has been appropriately contained and remedial actions have been taken, allowing return to a normalized state, a final review of emergency-related activities is required:
- 1.16.1. The Director of Cultivation will hold a post-emergency review meeting after each emergency has been resolved. This discussion should be scheduled within 2-3 weeks of the emergency's remediation. All affected parties are recommended participants;
- 1.16.2. The review is an examination of the emergency and all related activities and events. All activities performed relevant to the emergency should be reviewed with an eye towards improving the over-all emergency response process; and
- 1.16.3. Recommendations on changes to policy, process, safeguards, etc. are both an input to and by-product of this review. All discussion, recommendations and assignments are to be documented for distribution to the Board and follow-up by the General Manager.
- 1.17 Emergency Closure
- 1.17.1. The General Manager or Dispensary Manager will stay actively engaged throughout the life of the emergency to assess the progress/status of all containment and corrective measures and determine at what point the

emergency can be considered resolved. Recommendations for improvements to processes, policies, procedures, etc. will exist beyond the activities required for emergency resolution and should not delay closing the emergency, but will be implemented by the Board.

- 1.18 In the event that an armed person or persons enter the facility with the intent to obtain access to cannabis or cannabis products (i.e., a robbery), GSR agents, to the extent that it is safe to do so, should follow these containment measures:
- 1.18.1. Do not resist the robber, or use or encourage the use of weapons or force against the robber;
- 1.18.2. Try to keep agents and visitors calm during the robbery;
- 1.18.3. Try to alert other agents of the situation using pre-determined signals, text messages or security systems;
- 1.18.4. Attempt to contact law enforcement by any means available;
- 1.18.5. Follow the robber's commands in order to shorten the time of the emergency, but do not volunteer to help or provide sensitive information, such as the location of the safe or the persons with access to controlled areas;
- 1.18.6. If the robber demands a certain amount of money or product, only give them that amount and make a mental note of the items provided;
- 1.18.7. Be observant in order to be a good witness. Try to obtain:
- 1.18.7.1. The number of robbers;
- 1.18.7.2. The physical characteristics of the robber(s) including height, weight, scars, tattoos, hair color, speech patterns, etc.;
- 1.18.7.3. The clothing worn by the robber(s);

- 1.18.7.4. Any names used by the robber(s); and
- 1.18.7.5. A description of any weapons shown.
- 1.18.8. If the robber uses a note, try to place it out of sight to retain it as evidence;
- 1.18.9. After the robber has the money and product, suggest that agents and visitors go into a back room or lie down (rather than let them decide to tie people up or hold hostages);
- 1.18.10. Do not follow a robber. Secure the facility and place a notice that the business is closed due to an emergency;
- 1.18.11. Once the robbery is complete, call the local law enforcement agency and other law enforcement (and ambulance as needed) immediately, if not already contacted, and request that witnesses stay or obtain their contact information;
- 1.18.12. Provide aid to injured people;
- 1.18.13. Do not discuss the robbery with any outside parties until police and/ or the Director of Cultivation have given authorization to do so;
- 1.18.14. Do not estimate the amount of money or product that was taken until an inventory has been performed. If the amount of money or product taken is known by the person who provided it, write down those amounts and verify with inventory records and company books;
- 1.18.15. Notify the Managing Director, General Manager, and the Board of all cash or cannabis product stolen and any actions taken; and
- 1.18.16. The Director of Cultivation or Security personnel will record the emergency in internal logs and other relevant recordkeeping systems. Agents must try

to provide as much detail as possible about the emergency in order to facilitate detailed recordkeeping.

- 1.19 In any case where a member of the public makes a serious threat to an employee either by telephone, mail or through direct confrontation, the threat should be reported immediately to the employee's Supervisor. Once the threat is made, the employee should make note of time, date and report to Supervisor/Manager/HR (follow the chain of command);
- 1.19.1. The Supervisor shall advise their Manager of the reported threat. If the situation requires immediate detainment or arrest, the Supervisor (or employee) shall contact the proper law enforcement agency; and
- 1.19.2. In all cases involving a threatening situation, which means the possibility of immediate bodily harm (such as being held at gunpoint) the threatened person should do exactly what the assailant wants until such time as the threat is eliminated.
- 1.20 In any case where a non-employee assaults or threatens an employee, the employee shall report the assault or threat to the proper law enforcement agency immediately; and the Supervisor shall advise the Management of the assault or threat immediately. The proper law enforcement agency shall determine the course of action.
- 1.21 Our goal is to establish an orderly, safe, and a rapid emergency evacuation in the event of a fire. Thus, the prompt reporting of a fire cannot be emphasized enough. Employees must report all fires immediately to a Supervisor/Manager.
- 1.22 The Cultivation Facility is equipped with smoke detectors that will produce an audible siren if a fire may be present. If a smoke detector is triggered and the source is not immediately apparent, an agent must locate the smoke

detector and investigate to determine whether a fire is present. If a small fire is present and does not present an immediate danger to personal safety, one agent may try to extinguish the fire while one other agent stands-by, calls 911 and directs others out of the facility. The first person that discovers a fire must:

- 1.22.1. Use a fire extinguisher (if trained) if the problem can be handled easily and safely, such as a smoldering wastebasket;
- 1.22.2. Call 9-1-1;
- 1.22.3. Notify Supervisor/Manager and/or any other appropriate persons;
- 1.22.4. If possible and safe, remain at the scene until a Company or fire department representative arrives, then point out the specific location and problem. Be prepared to assist in any other way; and
- 1.22.5. In responding to any emergency condition, running and yelling or loud voice inflections must be avoided. Calm conduct is essential.
- 1.22.6. Regardless of the degree of seriousness, the fire department must be contacted any time a fire is present in the facility and all persons in the facility must be evacuated;
- 1.22.7. Fire evacuation:
- 1.22.7.1. Upon hearing the fire alarm stop work;
- 1.22.7.2. Close doors and windows in your area, as this will slow the spread of the fire;
- 1.22.7.3. Secure any obstructions out of the way of traffic;
- 1.22.7.4. Exit the building by designated routes;
- 1.22.7.5. Before opening any doors, feel the door, and if it is hot, do not open;

1.22.7.6. If caught in smoke, take short breaths; breathe through the nose. Crawl along the floor where the air is cooler. If forced to make a dash through smoke or flame, hold your breath.

- 1.22.7.7. Proceed outside the building for personnel check; and
- 1.22.7.8. Remain in assigned area until told to leave by authorized personnel and management has completed a count to ensure all persons are out of the building.
- 1.22.8. No one may be allowed to re-enter the facility until the fire department has arrived, the fire has been contained, all necessary information has been collected, and fire department officials provide authorization to re-enter the building.
- 1.22.9. If a fire causes damage within the facility the fire department and building inspectors will determine the appropriate clean up measures and safety precautions.
- 1.23 Gas leaks in the Cultivation requires immediate evacuation, and evacuation of the facility. Gas leaks may be either CO2 or combustible gasses
- 1.23.1. The first person that discovers a gas leak:
- 1.23.1.1. Notify Supervisor/Manager and/or any other appropriate persons;
- 1.23.1.2. If possible and safe, remain at the scene until a Company and/or Gas company representative arrives, then point out the specific location and problem.
- 1.23.1.3. Be prepared to assist in any other way; and
- 1.23.1.4. In responding to any emergency condition, running and yelling or loud voice inflections must be avoided. Calm conduct is essential.

1.23.1.5. Regardless of the degree of seriousness, the Gas providing company must be contacted any time a gaseous odors are present in the facility and all persons in the facility must be evacuated, CO2 has no odor and will be detected by sensors with an audible and visual alarm system;

- 1.24 When a severe weather watch or warning is issued for the area surrounding the facility, begin containment activities and preparation;
- 1.24.1. Determine whether the severe weather is likely to cause sustained power outage or any other adverse effect;
- 1.24.2. Check all back-up systems, including generator and UPS, for proper functioning;
- 1.24.3. Follow any direction given by local officials, including instructions for evacuation;
- 1.24.4. Take all precautions to secure the premises from potential flying objects if high winds are expected;
- 1.24.5. If necessary, terminate all non-essential work functions and post closure notices if closure will be required; and
- 1.24.6. Take all precautions necessary to secure products and facilities, in relation to the particularities of the severe weather situation, including securing all cannabis from the environment or possible looting.
- 1.25 If a severe weather event causes damage within the facility, the Director of Cultivation will consult with the Board and appropriate local authorities to determine the appropriate clean up measures and safety precautions.
- 1.26 Hazardous materials will only be acquired as a last resort, if the product is operationally necessary and no suitable non-hazardous alternative exists. If hazardous materials must be acquired, and a hazardous materials

emergency, such as a spill or accidental release, occurs, the Safety Data Sheet ("SDS") for the hazardous material will be reviewed for direction. An ambulance will be called to the scene immediately if any person needs emergency medical care or may have been exposed to potentially harmful materials. If a hazardous materials emergency cannot be safely contained within the facility in accordance with the instructions on the SDS, the Director of Cultivation will contact the fire department's hazardous material response team. If necessary, a third-party emergency management team will be hired on a contract basis for spill control, clean up, and decontamination. All persons involved in these activities must be appropriately trained to do so; GSR agents without proper training may not participate in spill clean-up or containment in any fashion. Once the spill is contained, it will be stopped at the source, cleaned up, and disposed of in accordance with regulations pertaining to hazardous waste. All agents will follow the directions of hazardous materials emergency responders.

- 1.26.1. Once the spill is contained and cleaned up, the Director of Cultivation will collaboratively produce a report including details pertaining to the cause of the emergency, corrective actions taken, and measures taken to prevent future emergencies. Appropriate local, state, and federal authorities will be notified of any hazardous materials emergency, as required by law and regulation. The Director of Cultivation will be responsible for determining the appropriate notification and reporting measures for any hazardous materials emergency. All GSR personnel will follow the instructions of local officials in the event that an external spill or hazardous materials emergency has occurred that may impact operations.
- 1.27 For Minor Injuries:
- 1.27.1. Stop work immediately;
- 1.27.2. Secure and/or stop applicable machinery;

- 1.27.3. Report to a Supervisor; and
- 1.27.4. Apply first aid or seek medical treatment.
- 1.28 For Major Injuries:
- 1.28.1. Evacuate the area;
- 1.28.2. If the person is seriously injured, do not move them unless there is a life-threatening danger (i.e., falling debris, fire, explosion);
- 1.28.3. Notify a Supervisor;
- 1.28.4. Dial 911 for injuries requiring immediate medical attention:
- 1.28.5. Designate yourself or assign another employee to do the following:
- 1.28.5.1. State your name, location and telephone number. Give as much information as possible regarding the nature of the injury or illness, whether or not the victim is conscious, if any treatment is being given, etc.;
- 1.28.5.2. State where in the building are the emergency exists;
- 1.28.5.3. Stay close to the phone until aid arrives or stay in line if asked and follow instructions; and
- 1.28.5.4. Send a runner to meet and guide the emergency crew.
- 1.28.6. Remain with the victim until Emergency Crews arrive. Keep the victim as calm and comfortable as possible. Keep the environment under control.
- 1.28.7. Contact the injured emergency contact if injured is an agent of GWCC.

# 4. REPORTS REQUIRED

None required.

### 5. AUTHORIZATION FOR DEVIATION

The Director of Operations or Director of Cultivation must direct any deviation from the standard procedure.

### 6. APPROVAL, REVIEW, REVISION AND DISTRIBUTION

The standard procedure shall be reviewed by the Director of Operations and/or the Director of Cultivation yearly, following the issuance or last revision or review date. Any revision must be signed by the Directors and verified by an executive team member prior to being distributed. Distribution of revisions and collection of any outdated versions shall be the responsibility of Management. The General Manager will scan the originals into the computer and retain the signed originals in a binder in their office.

# Exhibit 14 - Machinery and Equipment

### Verification

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

Tynes Stringfellow	Tynes Stringfellow CEO
Printed Name of Verifying Individual	Title of Verifying Individual
	12/14/2022   7:37 AM PST
Signature of Verifying Individual	Verification Date

# 14.1 Sales contracts and receipts, lease agreement:

14.1 – Gulf Shore Remedies has produced LOI's for all machinery and equipment to be used in the processing of medical cannabis. Per the email from the AMCC which is attached as "AMCC Email 9.14.22- Attachment to Exhibit 14 Section 14.1." Applicant is not required to show actual ownership of these items. Letters of Intent for the following pieces of equipment are also attached at "Letters of Intent- Attachment to Exhibit 14, Section 14.1." Applicant was not required to show the accessory items such as scales and foot baths but decided to include as supplemental information as part of the Letter of Intent with Grow Generation Corp.

Please note Applicant has not ordered this equipment yet but will have this equipment on-site within 45 days of license award.

Table of Contents for Letters of Intent Section 14.1

- 1) NeoCision Lights
- 2) Wadsworth Fertigation Equipment, Blackout Curtains and Environmental Control Units
- 3) Envirotech HVAC and Dehumidifiers
- 4) Munch Machine Cluster Bucker
- 5) Shimadzu Testing Equipment
- 6) Dri-Flower Drying Racks
- 7) Mobile Fixture Walk-In Freezer
- 8) IGE Grow Benches thru Marosi Designs
- 9) Grow Generation Reverse Osmosis Machine and other Miscellaneous items including:

Conveyors

Greenhouse sprayer cart

Greenhouse fogger

HAF fans

Stock tanks

Trellis netting

PPE

Chemical storage lockers

REI,

hazard, chemical storage

signage

**Plastics** 

Foot baths

Scales

Measurement containers

Handheld meters for liquid

Stereoscopic microscope

Hand tools

Flat carts

Uniforms and scrubs

Fiber barrels

Heat sealer

# 14.2 Specifications and operations manuals

We have attached specifications and operations manuals for all equipment listed below and identified as "Operations Manuals- Gulf Shore Remedies Cultivation Facility- Attachment to Exhibit 14, Section 14.2"

Table of Contents for Operations Manuals Section 14.2

- 1) NeoCision Lights
- 2) Wadsworth Fertigation Equipment, Blackout Curtains and Environmental Control Units
- 3) Envirotech HVAC and Dehumidifiers
- 4) Munch Machine Cluster Bucker
- 5) Shimadzu Testing Equipment
- 6) Dri-Flower Drying Racks
- 7) Mobile Fixture Walk-In Freezer
- 8) IGE Grow Benches
- 9) Grow Generation Reverse Osmosis Machine

# Monday, December 12, 2022 at 13:43:09 Central Standard Time

Subject:

RE: Questions for clarification

Date:

Wednesday, September 14, 2022 at 8:57:43 AM Central Daylight Time

From:

Applications (AMCC)

To:

Jeff Rabren

Attachments: Image001.png

See answers below.

From: Jeff Rabren < Jeff@redlevelstrategles.com> Sent: Monday, September 12, 2022 3:27 PM

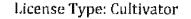
To: Applications (AMCC) <applications@amcc.alabama.gov>

Subject: Questions for clarification

Good afternoon. I represent a few clients that intend to apply for licenses in various categories. Are you able to help us with the questions below? Thank you.

### Chapter 6 Processors

-p.10 Do we need to own equipment before we win license?... Can we have an LOI with equipment manufacturers? An applicant must not necessarily own some or all equipment before the award of licenses. However, if equipment is owned, leased, or otherwise in the possession of the applicant at the time of application, then the documents must be provided. Additionally, for any plan or requirement in the rules, including this requirement, applicants will be directed to indicate whether, at the time of application, the plan or requirement is completed, in progress, or not started and the date on which the applicant anticipates it being completed. Any evidence of any in progress or not started requirement (i.e., LOIs with equipment manufacturers) would be relevant in the exhibit.





November 3, 2022

Sent via email colin@meridacap.com

Gulf Shore Remedies LLC 12562 Mary Ann Beach Road Fairhope, AL 36532

Attention: Colin Kelley, Member

Re: Alabama Cultivation Facility Project

Dear Colin:

In furtherance of the cultivator license application to be submitted by Gulf Shore Remedies LLC (the "Applicant") to the Alabama Medical Cannabis Commission (the "Commission"), Marosi Designs, LLC d/b/a BVV ("BVV") has reviewed your proposed plans for the construction of a 14,280 square foot greenhouse facility (the "Facility"), pending the issuance of a medical cannabis cultivation license by the Commission (the "License").

Based on the information provided by the Applicant and BVV's preliminary review of the LED grow lighting requirements for the proposed facility, BVV intends to sell its Neocision Duo Max 1030, Neocision Veg 340 and other necessary LED grow lights (the "Equipment") to the Applicant in such quantities and upon such terms and conditions to be agreed to by BVV and the Applicant, subject to the issuance of the License. The specifications for the Equipment to be provided to the Applicant for use at the Facility are attached hereto.

If you have any further questions, please feel free to contact our exclusive authorized sales agent for Neocision grow lights, Randy Shipley, at <a href="mailto:randy@rsxenterprises.com">randy@rsxenterprises.com</a> or (312) 446-4678 cell.

Sincerely

Marosi Designs, LLC

Mitchell Marosi General Manager

1251 Frontenac Rd., Ste. 150, Naperville, IL 60563

(331) 281-0154

www.neocisiongrowlights.com



November 22, 2022

Sent via email colin@meridacap.com

Gulf Shore Remedies LLC 12562 Mary Ann Beach Road Fairhope, AL 36532 Attention: Colin Kelley, Member

Re: Alabama Cultivation Facility Project

Dear Colin:

In furtherance of the cultivator license application to be submitted by Gulf Shore Remedies LLC (the "Applicant") to the Alabama Medical Cannabis Commission (the "Commission"), Wadsworth Control Systems ("Wadsworth") has reviewed your proposed plans for the construction of a 14,280 square foot greenhouse facility (the "Facility"), pending the issuance of a medical cannabis cultivation license by the Commission (the "License").

Based on the Information provided by the Applicant and Wadsworth's preliminary review of the light deprivation curtains, controls and fertigation requirements for the proposed facility, Wadsworth Intends to sell its light deprivation curtains, controls and fertigation equipment (collectively, the "Equipment") to the Applicant in such quantities and upon such terms and conditions to be agreed to by Wadsworth and the Applicant, subject to the Issuance of the License. A sample light deprivation curtain design together with a description of the Equipment to be provided to the Applicant for use at the Facility are attached hereto,

If you have any questions, please contact the undersigned at Nick. Earls@wadsworthcontrols.com or 720-214-6889 office.

Sincerely

Wadsworth Control Systems

Nick Earls

Nick Early



November 22, 2022

### Sent via email colin@meridacap.com

Gulf Shore Remedies LLC 12562 Mary Ann Beach Road Fairhope, AL 36532 Attention: Colin Kelley, Member

Re: Alabama Cultivation Facility Project

Dear Colin:

In furtherance of the cultivator license application to be submitted by Gulf Shore Remedies LLC (the "Applicant") to the Alabama Medical Cannabis Commission (the "Commission"), Envirotech Cultivation Solutions ("Envirotech") has reviewed your proposed plans for the construction of a 14,280 square foot greenhouse facility (the "Facility"), pending the issuance of a medical cannabis cultivation license by the Commission (the "License").

Based on the information provided by the Applicant and Envirotech's preliminary review of the heating, ventilation, air conditioning and dehumidification ("HVACD") requirements for the proposed facility, Envirotech intends to sell its HVACD equipment (the "Equipment") to the Applicant in such quantities and upon such terms and conditions to be agreed to by Envirotech and the Applicant, subject to the issuance of the License. The preliminary Equipment requirements and specifications to be provided to the Applicant for use at the Facility are attached hereto.

If you have any questions, please feel free to contact the undersigned at Zev@envirotechcultivation.com (707) 391-0942 cell.

Sincerely

**Envirotech Cultivation Solutions** 

Zev flovitz President

1

November 22, 2022

Sent via email colin@meridacap.com Gulf Shore Remedies LLC 12562 Mary Ann Beach Road Fairhope, AL 36532 Attention: Colin Kelley, Member,

Re: Alabama Cultivation Facility Project

Dear Colin:

In furtherance of the cultivator license application to be submitted by Gulf Shore Remedies LLC (the "Applicant") to the Alabama Medical Cannabis Commission (the "Commission"), Munch Machine Company, has reviewed your proposed plans for the construction of a 14,280 square foot greenhouse facility (the "Facility"), pending the Issuance of a medical cannabis cultivation license by the Commission (the "License").

Based on the information provided by the Applicant and Munch Machine Company's review of the requirements Munch Machine Company intends to sell to Guif Shore Remedies the Munch Machine Cluster Bucker upon such terms and conditions to be agreed to by Munch Machine and the Applicant, subject to the issuance of the License.

Sincerely,

Frazer Industries LLC DBA: Munch Machine

MattBeschiner

Matt Beechinor Director of Sales

Page 7 of 180

December 9, 2021

Shimadzu Scientific Instruments, Inc 5429 Beaumont Center Blvd Tampa, FL 33634

Attention: Colin Kelley, Member,

Re: Alabama Cultivation Facility Project

Dear Colin:

In furtherance of the cultivator license application to be submitted by Gulf Shore Remedies LLC (the "Applicant") to the Alabama Medical Cannabis Commission (the "Commission"), Shimadzu Scientific Instruments, Inc. has reviewed your proposed plans for the purchase of Shimadzu Scientific Instruments, Inc.'s i-series HPLC Cannabis Analyzer for potency determination of cannabis matrices for use at your cultivation facility (the "Facility"), pending the issuance of a medical cannabis cultivation license by the Commission (the "License").

Based on the information provided by the Applicant and Shimadzu Scientific Instruments, Inc.'s preliminary review of the equipment proposed for the proposed facility, Shimadzu Scientific Instruments, Inc. intends to offer for purchase Shimadzu Scientific Instruments, Inc. I-series HPLC Cannabis Analyzer for Potency (the "Equipment") to the Applicant upon such terms and conditions to be agreed to by Shimadzu Scientific Instruments, Inc. and the Applicant, subject to the issuance of the License.

If you have any further questions, please feel free to contact (authorized Shimadzu Scientific Instruments, Inc. sales agent Amanda Hayes, akhayes@shimadzu.com, and 850-426-3293).

Sincerely,

Amanda Hayes Sales Representative

Shimadzu Scientific Instruments, Inc



November 11, 2022

Sent via email colin@meridacap.com

Gulf Shore Remedies LLC 12562 Mary Ann Beach Road Fairhope, AL 36532

Attention: Colin Kelley, Member

Re: Alabama Cultivation Facility Project

Dear Colin:

In furtherance of the cultivator license application to be submitted by Gulf Shore Remedies LLC (the "Applicant") to the Alabama Medical Cannabis Commission (the "Commission"), DriFlower, LLC ("DriFlower") has reviewed your proposed plans for the construction of a 14,280 square foot greenhouse facility (the "Facility"), pending the issuance of a medical cannabis cultivation license by the Commission (the "License").

Based on the information provided by the Applicant and DriFlower's preliminary review of the dry rack requirements for the proposed facility, DriFlower intends to sell its dry rack equipment (the "Equipment") to the Applicant in such quantities and upon such terms and conditions to be agreed to by DriFlower and the Applicant, subject to the issuance of the License. The preliminary dry rack count/layout and specifications for the Equipment to be provided to the Applicant for use at the Facility are attached hereto.

If you have any further questions, please feel free to contact the undersigned at <u>jay@driflower.com</u> or (541) 829-2125 cell.

Sincerely,

Jay Farkins CtO + Difform, tte

DRIFLOWER, LLC - 280 FAAT HEASEY STREET. STE 28 - ASBLAND. OR BEACO - 1 (800) 428 9(8) - was distinguited





December 5, 2022

#### Dear Colin:

In furtherance of the cultivator license application to be submitted by Gulf Shore Remedies LLC (the "Applicant") to the Alabama Medical Cannabis Commission (the "Commission"), Mobile Fixture & Equipment Co., Inc. ("Mobile Fixture") has reviewed your proposed plans for the construction of a 14,280 square foot greenhouse facility (the "Facility"), periding the Issuance of a medical cannabis cultivation license by the Commission (the "License").

Based on the information provided by the Applicant and our preliminary review of the refrigeration requirements for the proposed facility, Mobile Pixture to sell a 32' x 24', KPS Global walk-in freezer with 5" FusionFrame panels (the "Equipment") to the Applicant in such quantities and upon such terms and conditions to be agreed to by Mobile Fixture and the Applicant, subject to the issuance of the License. Product information and specifications for the Equipment to be provided to the Applicant for use at the Facility are attached hereto.

If you have any questions, please contact the undersigned at delegreenstein@mobilefixture.com or (251) 342-0455 offices

Sincerely

Mobile Fixture & Equipment Co., Inc.

Dale Greenstein
Senior Sales Representative

1155 Montilmar Drive Mobile, AL 36609

Q 251 342 0455; 800 345 6458

**251 342 3002** 

malne.donald@mobilefixture.com | www.mobilefixture.com



November 3, 2022

Sent via email colln@merldacap.com

Gulf Shore Remedies LLC 12562 Mary Ann Beach Road Fairhope, AL 36532 Attention: Colin Kelley, Member

Re: Alabama Cultivation Facility Project

Dear Colin:

In furtherance of the cultivator license application to be submitted by Gulf Shore Remedies LLC (the "Applicant") to the Alabama Medical Cannabis Commission (the "Commission"), Marosi Designs, LLC d/b/a BVV ("BVV") has reviewed your proposed plans for the construction of a 14,280 square foot greenhouse facility (the "Facility"), pending the issuance of a medical cannabis cultivation license by the Commission (the "License").

Based on the information provided by the Applicant and BVV's preliminary review of the bench requirements for the proposed facility, BVV intends to sell innovative Growers Equipment ("IGE") benches (the "Equipment") to the Applicant in such quantities and upon such terms and conditions to be agreed to by BVV and the Applicant, subject to the issuance of the License. BVV is an authorized distributor of IGE benches. The preliminary bench count/layout and the specifications for the Equipment to be provided to the Applicant for use at the Facility are attached hereto.

If you have any further questions, please feel free to contact our authorized sales agent for IGE benches, Randy Shipley, at randy@rsxenterprises.com or (312) 446-4678 cell.

**Sincerely** 

Marosi Designs, LLC

Mitchell Marosi General Manager

1251 Frontenac Rd., Ste. 150, Naperville, IL 60563

(331) 281-0154

www.shopbvv.com



November 15th, 2022

Sent via email colin@meridacap.com Guif Shore Remedies 3841 Village Center Drive Hoover, AL 35226 Attention: Colin Kelley Member

Re: Alabama Cultivation Facility Project

Dear Colin:

In furtherance of the cultivation license application to be submitted by Gulf Shore Remedies LLC (the "Applicant") to the Alabama Medical Cannabis Commission (the "Commission"), Grow Generation("GrowGen") has reviewed your equipment list for the construction of a medical cannabis cultivation facility (the "Facility"), pending the issuance of a medical cannabis cultivation license by the Commission (the "License").

Based on the information provided by the Applicant GrowGen intends to sell the equipment on Exhibit A (the "Equipment") to the Applicant in such quantities and upon such terms and conditions to be agreed to by GrowGen and the Applicant, subject to the issuance of the License. The specifications for the Equipment to be provided to the Applicant for use at the Facility are attached hereto.

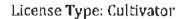
Sincerely,
GrowGeneration

Whitney Payne [Director of National Sales Operations]

Accompanied by Josh Armitage [New Market Sales Leader] http://www.homen.com

5619 DTC Pkwy Suite 900 Greenwood Village, CO 80111

NeoCision Lights





November 3, 2022

Sent via email colin@meridacap.com

Gulf Shore Remedies LLC 12562 Mary Ann Beach Road Fairhope, AL 36532 Attention: Colin Kelley, Member

,, ....,,

Re: Alabama Cultivation Facility Project

Dear Colin:

In furtherance of the cultivator license application to be submitted by Gulf Shore Remedies LLC (the "Applicant") to the Alabama Medical Cannabis Commission (the "Commission"), Marosi Designs, LLC d/b/a BVV ("BVV") has reviewed your proposed plans for the construction of a 14,280 square foot greenhouse facility (the "Facility"), pending the issuance of a medical cannabis cultivation license by the Commission (the "License").

Based on the information provided by the Applicant and BVV's preliminary review of the LED grow lighting requirements for the proposed facility, BVV intends to sell its Neocision Duo Max 1030, Neocision Veg 340 and other necessary LED grow lights (the "Equipment") to the Applicant in such quantities and upon such terms and conditions to be agreed to by BVV and the Applicant, subject to the issuance of the Ucense. The specifications for the Equipment to be provided to the Applicant for use at the Facility are attached hereto.

If you have any further questions, please feel free to contact our exclusive authorized sales agent for Neocision grow lights, Randy Shipley, at <u>randy@rsxenterprises.com</u> or (312) 446-4678 cell.

Sincerely

Marosi Designs, LLC

Mitchell Marosi General Manager

1251 Frontenac Rd., Ste. 150, Naperville, IL 60563

(331) 281-0154

www.neocisiongrowlights.com









NEOCISION™ GROW LIGHTS

# NEOCISION DUO MAX 1030

Neocision Duo Max 1030 fixtures feature excellent heat dissipation with a slim design, making them ideal horticultural top lights for greenhouse and indoor grow facilities. This light delivers a PPF exceeding 2900, more than 1.5 times the output of top quality 1000W double-ended HID greenhouse fixtures. The Duo Max also provides better light distribution and uniformity than single-bar LED greenhouse fixtures with less shade per watt.

# **FEATURES**

- · Tested efficacy of 2.87 µmol/J
- Wide Input Voltage 120~277Vac (Standard),
   277-480Vac (Optional)
- Push & Lock Plugs at both AC and DC Side for Fast and Easy Installation
- · IP 66 Rating for Increased Dust and Water Protection
- · Industry-leading 7-year Warranty
- · Custom Spectra up to 3600 PPF Available

NEOCISIONGROWLIGHTS.COM

SUPPORT@NEOCISIONGROWLIGHTS.COM

FOLLOW US @ NEOCISIONGROWLIGHTS



Technical Data Sheet

### **NEOCISION DUO MAX 1030**

NEOCISION\*

SKU NO: NDM-1030

PRODUCT NAME: DUO MAX 1030

### SPECTRUM AND EFFICACY

PPF Efficacy: 2.87 (tested @ 240 VAC/1030 W AC)

Photon Flux (µmol/s) (400-700nm): 2954
Photon Flux Blue (µmol/s) (400-500nm): 606
Photon Flux Green (µmol/s) (500-600nm): 827
Photon Flux Red (µmol/s) (600-700nm): 1521
Total Blue/Red - Energy Bands: 2127

% Blue: 20.5% % Green: 28.0% % Red: 51.5%



Power Consumption: 1030W AC

Driver: Sosen
Power Factor: >0.95

Surge Protection: 6 KV

208V: 5.21 A 240V: 4,52 A 277V: 3,91 A

#### DIMENSIONS

Fixture Size (driver mounted on the fixture): (L) 30.9" x (W) 11.9" x (H) 5.5"

Net Weight (fixture and driver): 22,9 lbs.

OTHER

Mounting Height: >36" above canopy

Light Distribution: 120°

Input Voltage: 120-277 VAC (standard), 277-480 VAC (optional)

Dimming: 0-10 V (100% to 10%, then off)

Built In Control Ports: RJ 14 input/output

Standard Power Cord (Extensions available): AWG 16, 6 Foot

Standard Plug: 240 VAC - NEMA 6-15P

Substitute Plugs (Upon request at order): 277 VAC, Pigtalls

Adjustable Height Hanging Kit Included: Yes

Fixture and Driver Warranty: 7 Years Limited

ETL Safety Certified\*: Conforms to UL 1598:2021 Ed.5

Certified to CSA C22.2#250.0:2021 Ed.5

\*ETL Safety Certifled No. 5020070

DLC Listed: Pending









- Attachment to Exhibit 14, Section 14.2







License Type: Cultivator





NEOCISION™ GROW LIGHTS

### NEOCISION VEG 340

Our Neocision Veg 340 is a full spectrum 5000k grow light fixture designed for multi-tier racking systems as well as production of leafy greens and micro-greens.

### **FEATURES**

- Independently tested efficacy of 2.72 µmol/J
- Industry Leading Horticulture LEDs
- · RJ Port for Plug and Play Control Systems
- · Folding Design for Fast and Easy Installation
- · 7 Year Limited Warranty

NEOCISIONGROWLIGHTS.COM

SUPPORT@NEOCISIONGROWLIGHTS.COM

FOLLOW US @ NEOCISIONGROWLIGHTS

Operations Manuals- Gulf Shore Remedies Cultivation Facility

- Attachment to Exhibit 14, Section 14.2



Technical Data Sheet

### **NEOCISION VEG 340**

NEOCISION" GROW LIGHTS **SKU NO: N5V-340** 

**PRODUCT NAME: VEG 340** 

### License Type: Cultivator

### SPECTRUM AND EFFICACY

PPF Efficacy: 2.72 (tested @ 240 VAC / 341.5 W AC)

Photon Flux (µmol/s) (400-700nm): 929
Photon Flux Blue (µmol/s) (400-500nm): 228
Photon Flux Green (µmol/s) (500-600nm): 433
Photon Flux Red (µmol/s) (600-700nm): 268
Total Blue/Red - Energy Bands: 496

% Blue: 24.50% % Green: 46.51% % Red: 28.89%



#### **POWER**

Power Consumption: 340W AC

Power Factor: >0.95
Surge Protection: 6 KV
208V: 1.75 A

240V: 1.51 A 277V: 1.31 A



### DIMENSIONS

Fixture Size (driver mounted on the fixture): (L) 43.9" x (W) 43.7" x (H) 3.7"

Fixture Size (without driver): (L) 43.9" x (W) 43.7" x (H) 1.9" Power Supply Dimension: (L) 18.7" X (W) 4.4" X (H) 2.4"

Driver Net Weight: 6.0 lbs. Fixture Net Weight: 10.6 lbs.



#### OTHER

Mounting Height: >6" above canopy

Light Distribution: 120°

Input Voltage: 200 - 277 VAC

Manual Dimming Knob: 0-10 V (100% to 10%, then off)

Built In Control Ports: RJ 14 input/output Standard Power Cord (Extensions available): AWG 18, 6 Foot

Standard Plug: 240 VAC - NEMA 6-15P

Substitute Plugs (Upon request at order): 277 VAC, Pigtails

Adjustable Height Hanging Kit Included: Yes

Fixture and Driver Warranty: 7 Years Limited

ETL Safety Cartifled\*: Conforms to UL 1598:2021 Ed.5

Certifled to CSA C22.2#250.0:202) Ed.5

\*ETL Safety Certified No. 5020070

DLC Listed: Yes



Wadsworth Fertigation Equipment,
Blackout Curtains and Environmental Control Units



November 22, 2022

Sent via email colin@meridacap.com

Gulf Shore Remedies LLC 12562 Mary Ann Beach Road Fairhope, AL 36532

Attention: Colin Kelley, Member

Re: Alabama Cultivation Facility Project

Dear Colin:

In furtherance of the cultivator license application to be submitted by Gulf Shore Remedies LLC (the "Applicant") to the Alabama Medical Cannabis Commission (the "Commission"), Wadsworth Control Systems ("Wadsworth") has reviewed your proposed plans for the construction of a 14,280 square foot greenhouse facility (the "Facility"), pending the issuance of a medical cannabis cultivation license by the Commission (the "License").

Based on the information provided by the Applicant and Wadsworth's preliminary review of the light deprivation curtains, controls and fertigation requirements for the proposed facility, Wadsworth intends to sell its light deprivation curtains, controls and fertigation equipment (collectively, the "Equipment") to the Applicant in such quantities and upon such terms and conditions to be agreed to by Wadsworth and the Applicant, subject to the issuance of the License. A sample light deprivation curtain design together with a description of the Equipment to be provided to the Applicant for use at the Facility are attached hereto.

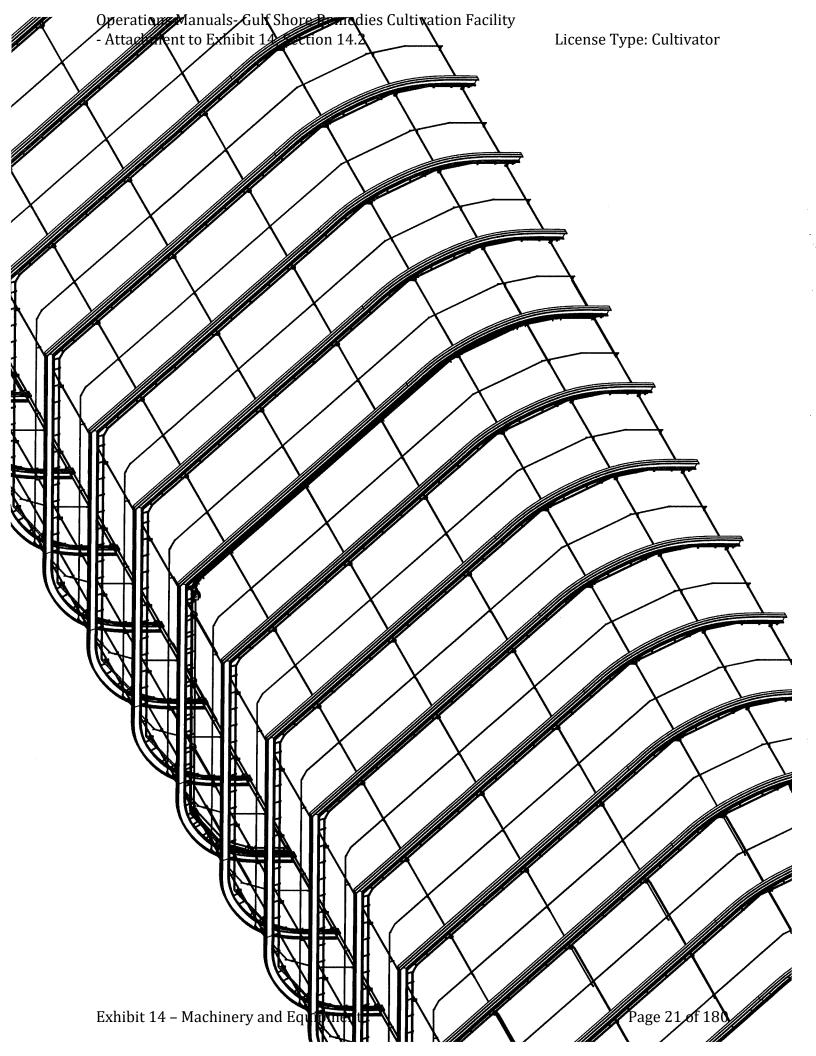
If you have any questions, please contact the undersigned at <u>Nick.Earls@wadsworthcontrols.com</u> or 720-214-6889 office.

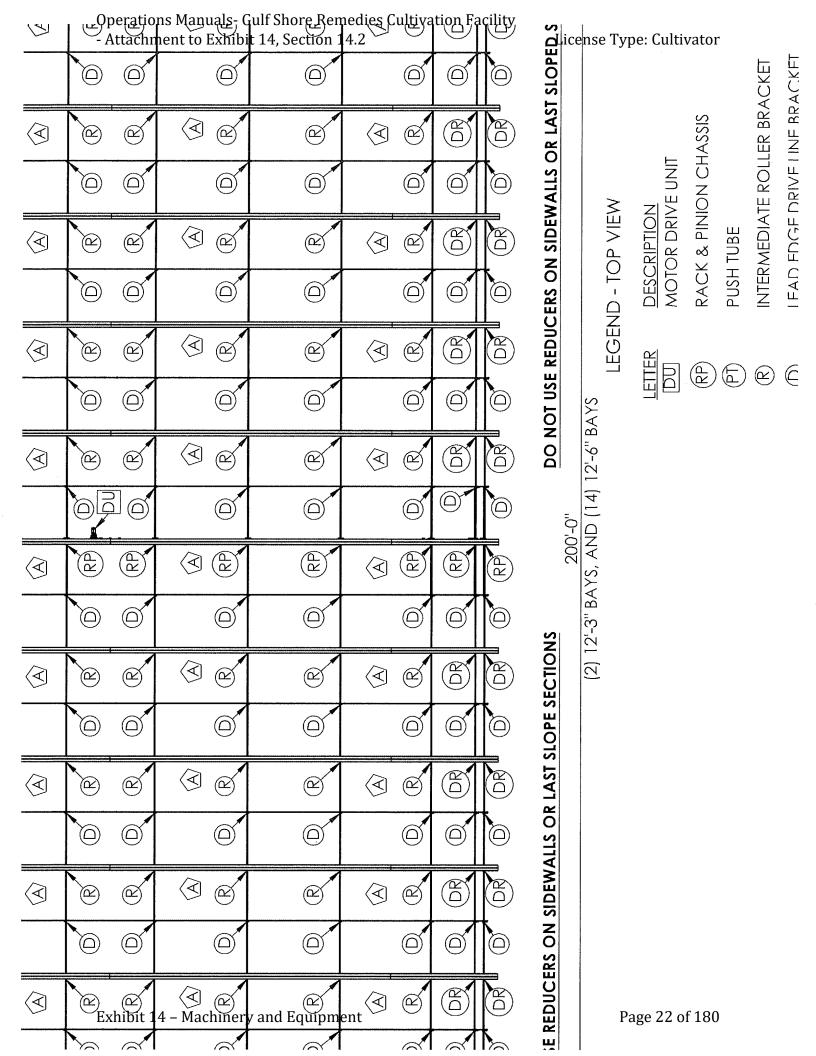
Sincerely

Wadsworth Control Systems

Nick Earls

Nick Early



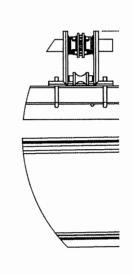


Operations Manuals- Gulf Shore Remedies Cultivation Facility
- Attachment to Exhibit 14, Section 14.2

SQ TUBE MOUNTING BR ITEM #10A (36) PER HOUS

SHORT SQ TUB MOUNTING BRACKET ITEM #10B

DETAIL B Q TUBE SIDEWALL CI FARANCE



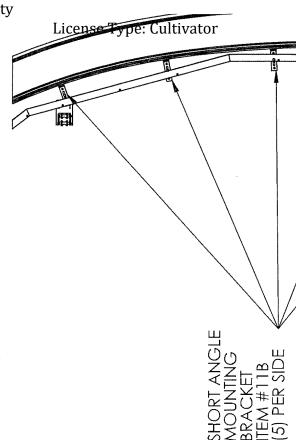
1-3/8" × 10'-6" DRIVE SHAFT ITEM #13

Exhibit 14/ Machinery and Equipment

~ Ші

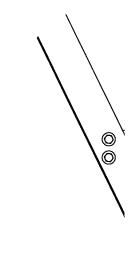
Page 22 of 180

NS. NS Operations Manuals- Gulf Shore Remedies Cultivation Facility
- Attachment to Exhibit 14, Section 14.2



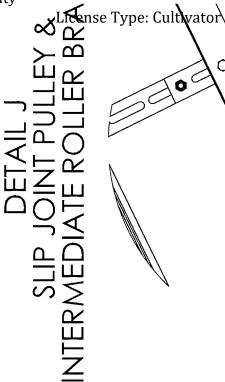
INTERMEDIATE ROLLER BRACKET ITEM #18A (8) PER TRU Exhibit 14 – Machinery and Equipment

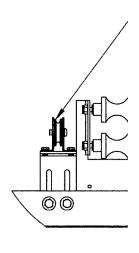
# DETAIL H SLIP JOINT PULLEY



Operations Manuals- Gulf Shore Remedies Cultivation Facility

- Attachment to Exhibit 14, Section 14.2

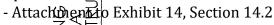




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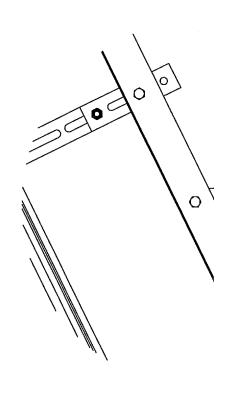


Page 26 of 180





DETAIL K SLIP JOINT CABLE SUPPORT



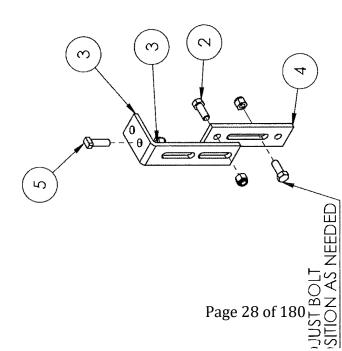


Operations Manuals-Gulf Shore Remedies Cultivation Facili - Attachment to Exhibit 1 Section 14.2

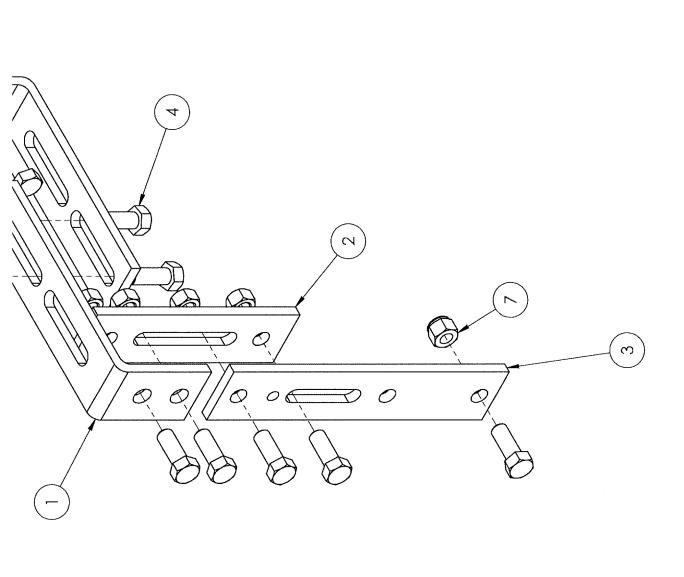
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#21	H-2453	2
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to E	PART NUMBER G	ITEM NO.
OUNTING!	SHORT SQ TUBE MC	
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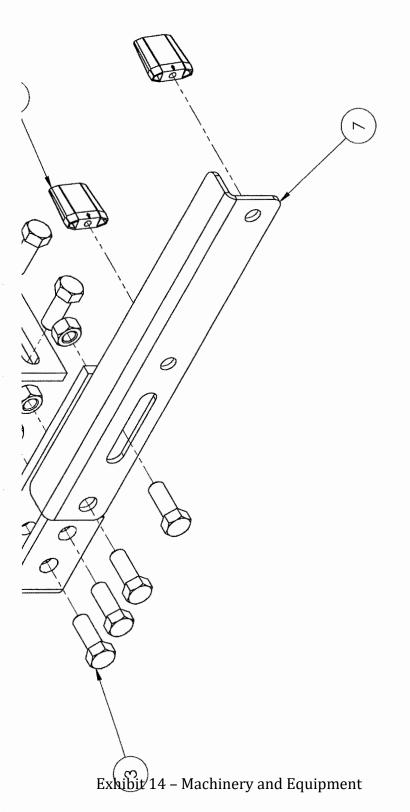
		QTY.	က			-		
	AOUNTING BRACKET ITEM #10A	MBER DESCRIPTION	3/8"-16 ESNA NU†	3/8" -16 x 3" Hex Screw	3/8"-16 x 1" Hex Screw	TOP CHORD MOUNTING BRACKET	2" Square Tube Mounting Bracket	TBOLT 0.3750-16x1.25x1-N
Exhibit 14	SQ TÜBE A	MBE <b>PR</b>	iine	ry a	nd E	lqui	pme	ent



SHORT ANGLE MOUNTING F

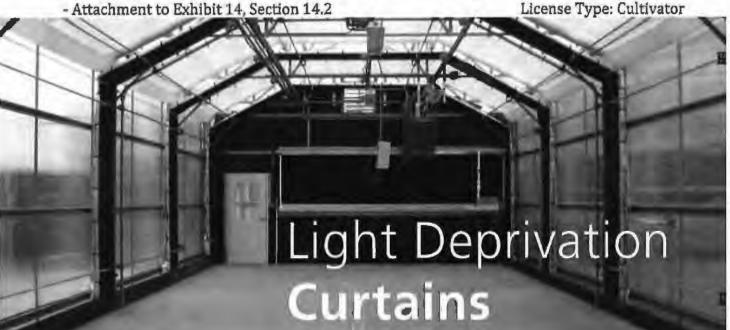






	PERIMETER GUTTER SI	PERIMETER GUTTER SEAL BRACKET ASSEMBLY ITEM #45	
ITEM NO.	PART NUMBER	DESCRIPTION	QTY.
_	F-0447	TOP CHORD MOUNTING BRACKET	2
2	F-0439	Truss Mounting Bracket	-
ဧ	Н-2448	3/8"-16 x 1" Hex Screw	9
4	Н-2450	3/8" -16 x 2" Hex Screw	2
7.5	Н-2460	3/8" -16 Hex Nut	∞
9	Н-0416	Gripple Plus	7
7	E 0010	Blackout Davim Coal Brut	

Page 30 of 180



We're not afraid of the dark. And why would we be? With over 40-years of experience in light deprivation and blackout curtains, we are your first choice for optimum darkness and reliability. Our projects are individually engineered to provide a perfect fit every time.

Wadsworth's light deprivation system leaves my greenhouses completely dark no matter how sunny the day. Conversely, there is no light leakage to the outside from the supplemental lights at night. An added bonus is that the curtains help considerably to retain heat, creating a more stable climate.

BARKER DALTON Dalton Farms Colorado

Cannabis has very specific growing requirements, including the need for high productivity. Light control, both the timing and the effective darkness of the system play a big role. Wadsworth's light dep provides complete and total darkness. We're in a sunny area and no light seeps in on bright days. As the light pollution restrictions become tighter, it's also important to note that none escapes at night when the supplemental lighting is running. We're happy with our decision to use a Wadsworth light dep system.

KARSON BECKSTROM White Diamond Botanicals Pueblo West, Colorado

We've been a Wadsworth customer since we opened in 1969. As our business has evolved, we've continued to use Wadsworth's products. Their curtain systems provide a first-rate option to control both the balance of light and energy use in our greenhouses. The systems are long-lasting and engineered for the site, providing a tight fit every time. For both light deprivation and energy systems, we always choose Wadsworth.

GEORGE TAGAWA Tagawa's Greenhouses Brighton, Colorado

### **FEATURES**

- · Total control over day length for light-sensitive plants
- · Automated retractable system
- Turnkey solution
- Custom engineered drawing for a light-tight fit every time
- Step-by-step installation guide
- Includes drive unit
- Manual interface panel(s)
- 3-layer fabric for complete darkness
- No light pollution at night
  - Compliance of local regulations
- Maintains privacy
- No light-contamination from outside sources
- All supplemental light stays in the greenhouse
- Fabric humidity-control keeps moisture from condensing on the curtain
- All systems have a firebreak or are flame retardant fabric
- · Curtain is UV stable for long life
- Commercial grade fabric
- · Positive drive rack and pinion system means no cables to adjust
- Fabric glides between stationary lines
- · Built-in sefety limits protect your system and your structure
- Small bundle size ensures maximum sun when the system is uncovered
- Hexible design allows for easy installation for both new construction and retrofit projects
- · Effective cooling when a reflective upper surface is chosen
- Energy savings
- · Decrease carbon footprint

To find out more call 800.821.5829, email sales@wadsworthcontrols.com or visit www.wadsworthcontrolscannabisgrow.com





Exhibit 14 - Machinery and Equipment

Page 32 of 180



Seed

## Climate control with accessibility and power

Seed combines the accessibility of an intuitive touchscreen interface with the expansive power of the Seed I/O input and output system, providing exact information at a glance.

### BENEFITS

- · Improve the yield and quality of your crop
- Increase labor and energy efficiency
- Intuitive interface accommodates beginners and experts

### **FEATURES**

- · Graphic interface provides extensive information at a giance
- · Advanced humidity control
- Zone screen displays comprehensive information for each zone including;
  - Current sensor and equipment status
  - Displays explanation for equipment status including anticipated changes
  - Select view to display equipment response based on temperature or humidity
- Quick access to graphs, setpoints and equipment settings
- Bulk override allows user to quickly turn on or off multiple equipments
- Zone profiles save settings for seasonal or crop transitions
- · Individual alarms for each sensor
- Graph data can be viewed from weeks to minutes and any thing in-between
- · View any zone at your facility, from any Seed control
- Zones in alarm are easily identified on the home screen
- · View outside weather data
- · Background reflects day, night, rain or snow conditions
- Adjust settings, limits, overrides and view status on individual equipment screen

### **NEW IN VERSION 2**

- Browser-style navigation for quick access
- Easily adjust settings using sliders or direct entry
- . HE Anderson Fertigation Interface
- Configure zone-specific recipes and schedules
- Customize which zones are displayed and sensor readings within each zone
- · User Profiles with three different levels of access
- . User tracking system logs who made changes and when
- Influences mode allows custom equipment responses specific to your needs
- · Custom programmed to include all your equipment
- · View and adjust settings from the app, Sphere software or at the control
- Sensor Pools Screen allows calculated responses involving of multiple sensors including:
- Vapor Pressure Deficit (VPD), Daily Light Integral (DLI), Wet Bulb Dry Bulb Relative Humidity
- Allows for averaging multiple sensors over time

"Seed is so easy to use – it's plug and play "

— Tahip Wellisheri Nahity(17\*Green



### Seed Sphere

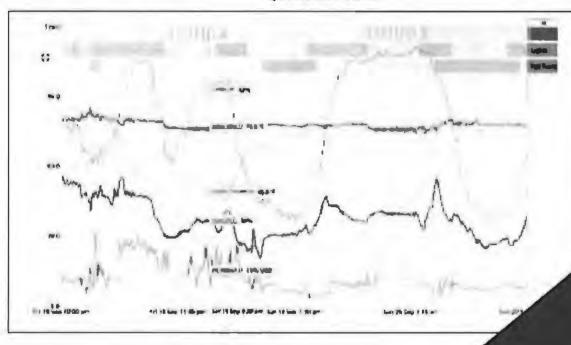
Make your Seed control more powerful than ever. Seed Sphere expands Seed's capabilities and gives you a better way to see your growing world.

### **FEATURES**

- . View and change any setting using Sphere and your Mac or PC
- · Back up and restore your Seed control's settings
- · Enhanced graphing functionality including:
  - Quick Reports (User saved reports for easy access)
  - Ability to analyze all zones, sensors, equipment on one graph
- · Export data to Excel or CSV, database, or any analysis tool
- · Create multiple zone profiles for seasonal changes
- · Live data readings
- · Customizable alarm notifications

Regulrements: Mac OSX or Windows 10 ( 4-bit)

### **QUICK REPORTS**



WADSWORTH CONTROL Systems

Page 34 of 180

"I am impressed with how

equipment, Wadsworth has

abilities to manage the Grop"

Alisthony Braids.

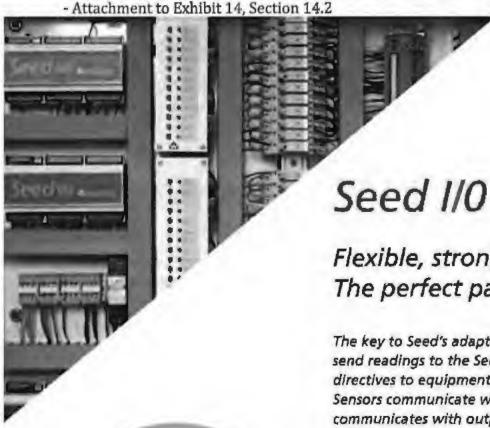
Local Floors

tightly Seed can control

very specific, dialed-in

Operations Manuals-Gulf Shore Remedies Cultivation Facility

License Type: Cultivator



Flexible, strong and supportive: The perfect partner

The key to Seed's adaptability is Seed I/O. Sensors send readings to the Seed control, which sends directives to equipment based on user settings. Sensors communicate with Seed I/O inputs, equipment communicates with outputs.

"People think greenhouse growers don't think about the weather but it's important to review the graphs and see how the environment is responding to outside conditions."

John McMahun,
 schuyler Greens

### **FEATURES**

- · Ports can be assigned to any zone
- · Add additional Seed I/Os after the project has been installed
- · Pre-wired for easy installation
- Flexible options to meet your needs:
   Seed I/O comes in a variety of sizes and configurations
- 0-10v connections
- Lightning protection on both RS485 ports
- · Overvoltage protection on all sensor inputs
- Toggle switches for manual override.
- Certified
  - Professionally designed UL Certified industrial Control Panels
- NEMA 4 enclosures
- · Sensors
- Temperature and humidity aspirator
- Weather station with PAR light sensor, wind speed and direction, outdoor temperature and humidity and precipitation.
- Temperature Probes for Boller Supply/Return,
   Chiller Supply/Return, Slab/Water, Soil or Bench temperatures
- Soil moisture
- pH/EC & Dissolved oxygen sensors
- CO2 & CO sensors
- Wet bulb/Dry Bulb Relative Humidity
- VPD & DLI Calculations
- Light Sensors Full Spectrum PAR



### Wadsworth.Cloud

### Bring the power of Seed control home

### **FEATURES**

- · Access the app on your iPhone, Androld or computer
- · Automatically saves your settings daily or weekly
- . Data is backed up to the Cloud
- . Stay current with auto notifications for the latest software updates
- Manage multiple sites great for consultants
- Subscription based
- . No need to remote in to an onsite computer
- Log in off-site to access your Seed controls via Seed Sphere for quick and easy changes to your settings
- No third-party software required
- Scheduled snapshots, available daily or weekly as backup
- · Same secure environment as on your control

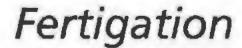
'Just wanted to give feedback on the app. I don't know how I was operating without It. It's made my life so much easier, and it's clear that it will be even more valuable as we continue to ramp up."

Jonathan Nelson,
 Greenlanf Gardens, LLC, Ohio



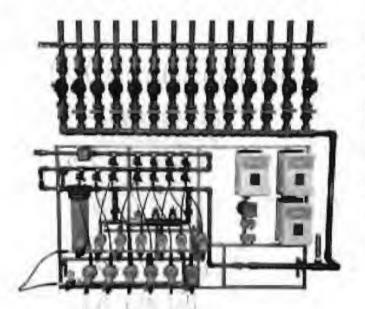
WWWADSWORTH Control Systems

Page 36 of 180



### Dynamic Duo

Wadsworth is teaming up with H.E. Anderson to simplify your crop management.
Seed®, Wadsworth's innovative touchscreen control now has the capability to manage fertigation needs with Anderson's
J+ Advanced Ratio:Feeder® Controller.



### **FEATURES**

- . Option to connect one or multiple fertigation systems to Seed
- Valve grouping allows linking multiple valves into a variety of groups using programming
- · Create unlimited recipes, including notes
- Trigger irrigation events based on a schedule, time, VPD, accumulated light, soil moisture or a combination
- Ability to run off a Fill Tank. Can be linked to irrigation for continuous topping off with a specific nutrient recipe.
- Fiush valve linking allows flushing lines after an irrigation/fertigation event, reducing bio-film
- Pulse irrigation allows the grower to add pauses during irrigation events to reduce runoff
- Contact us about upgrading your existing system







Sensors

Seed never sleeps

More information gives Seed more power and you more control. Sensors add value to your Seed control as constant monitoring guides greenhouse climate management. The result is improved crop yield and quality, reduced energy consumption and lower environmental impact. Sensors reduce microclimates, improve pest management effectiveness and result in a consistent crop.

### OPTIONS

Use your equipment to its maximum potential by responding to a variety of data sets.

- Temperature Readings inside and outside the greenhouse provide rapid measurements
- Humidity Relative humidity readings from indoors and outside the greenhouse allow the controller to make informed decisions about how to regulate humidity
- Anemometer and wind direction Measures wind speed and direction and data is used to determine when to open and close vents.
- Light PAR Modulating lights use PAR sensor at crop level to check amount of light received from the sun – and modulate lights up or down in intensity to provide proper micromole level for the crop. Reduces energy usage of the light as well as your cooling system.
- Precipitation Combined with temperature sensor to protect structure from heavy snows, informs venting decisions

- CO2 (carbon dloxide) Essential component of photosynthesis. Needs to be monitored for alarm conditions
- PH (acidity and alkalinity); EC (electrical conductivity); DO (dissolved oxygen) —
  Used in all mediums including aquaponics and deep water culture for logging,
  monitoring and alarms.
- Barometric Pressure Keeps pathogens out or butterfiles in by using fans to maintain a positive/negative pressure in zone.
- Soil Moisture Irrigation trigger or, backup trigger to keep the crop from wilting
- CO (carbon monoxide) Monitors bolter rooms for alarm status

External sensors — Wadsworth's Weather Station configured to meet your needs with temperature, humidity, wind speed and direction, and light readings, protecting the structure, from wind, poor outside conditions, vacuum and wind, if really cold, but also really cloudy, use sensor to cover crop and turn on grow lights.

Use lights as heat and use curtain to maintain temp.



Envirotech HVAC and Dehumidifiers



November 22, 2022

Sent via email colin@meridacap.com

Gulf Shore Remedies LLC 12562 Mary Ann Beach Road Fairhope, AL 36532 Attention: Colin Kelley, Member

Re: Alabama Cultivation Facility Project

Dear Colin:

In furtherance of the cultivator license application to be submitted by Gulf Shore Remedies LLC (the "Applicant") to the Alabama Medical Cannabis Commission (the "Commission"), Envirotech Cultivation Solutions ("Envirotech") has reviewed your proposed plans for the construction of a 14,280 square foot greenhouse facility (the "Facility"), pending the issuance of a medical cannabis cultivation license by the Commission (the "License").

Based on the information provided by the Applicant and Envirotech's preliminary review of the heating, ventilation, air conditioning and dehumidification ("HVACD") requirements for the proposed facility, Envirotech intends to sell its HVACD equipment (the "Equipment") to the Applicant in such quantities and upon such terms and conditions to be agreed to by Envirotech and the Applicant, subject to the issuance of the License. The preliminary Equipment requirements and specifications to be provided to the Applicant for use at the Facility are attached hereto.

If you have any questions, please feel free to contact the undersigned at Zev@envirotechcultivation.com (707) 391-0942 cell.

Sincerely

**Envirotech Cultivation Solutions** 

Zev¶lovitz President

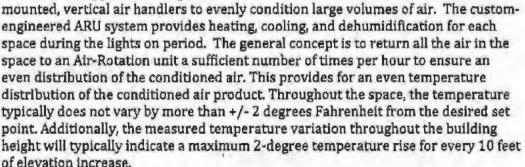


### **ARU and AGAM System Proposal**

Project: Merida Alabama Fairhope, Alabama ARU and Agam System

Air-Rotation (ARU) is a cost effective and efficient HVAC system solution for large indoor cultivation chambers.

This ductless approach uses grade



During the lights off period, the Agam desiccant dehumidification system provides air filtration/purification and will be the primary driver in conditioning the



environment. This strategy allows for the condensing coils of the ARU to dry, to prevent creating a hospitable environment for pathogen growth on the condensing coils. Horizontal airflow fans (HAF) will be employed to assist in creating a vertical air circuit that prevents air stratification and improves the dehumidification capacity of the Agam units.

2



### 1.1 Johnson ARU (Air Rotation Units) & Agam VLHCSCD

SUMMARY	OF EQUIPMENT
Equipment	-Two custom designed Air-Rotation® Systems consisting of seven (7) heating, cooling and ventilation units per data incorporated and enclosed.  -(4) Agam 1020SCD Dehumidification systems -3mil BTU Boller plant -250 Ton chiller plant
Cooling Source	CW (30% propylene) cooling coils 42°F entering water temperature/52°F leaving water temperature
Heating Source	Hot water (30% propylene) re-heat coll(s) - 140°F entering water temperature/120°F leaving water temperature
Electric Power Supply	460/3/60 - please confirm

### SCOPE OF WORK

### HEATING OPTIONS

Hot Water (30% Propylene) Re-Heat Coil(s); Colls consist of copper tubes, aluminum fins and galvanized casing.

### **ELECTRICAL OPTIONS**

Single-point power connection (3-phase) with main unit non-fused disconnect switch.

TEFC Premium Efficiency motor(s).

Variable frequency drive - One (1) per unit with manual controls, no bypass.

Shaft Grounding Ring or Inductive Absorbers.

### CONSTRUCTION OPTIONS

Exterior air-dry enamel finish, Johnson Gray.

Casing consisting of single-wall insulated construction – 18 gauge painted steel exterior, 0.5" faced insulation.

Vertical and horizontal discharge louvers, painted to match cabinet finish.

Total unit height to 17'0",

Belt-driven fan assembly.

Johnson premium high static, low noise, airfoll axial fan blades.

ng the early object that the account of the account

3



### COOLING OPTIONS

integral turning vane in discharge plenum.

Draw through chilled water (30% propylene) cooling colls; Colls consist of copper tubes, aluminum fins and galvanized casing.

Stainless steel triple-pitch drain pan in cooling coil section, constructed of all welded 304 stainless steel, double-wail insulated, includes walk-on grating.

### CONTROLS OPTIONS

DDC type Carel Controller.

Cooling thermostat/controls -- Return air thermostat to provide modulating, analog 2-10 VDC demand signal. Field wiring and interpretation of this signal (lead/lag, staging, valve position etc.) is the responsibility of others. Consult factory if 4-20 mA signal is required.

Dehumidification controls package consisting of humidity monitoring, cooling and re-heat controls.

### FILTRATION OPTIONS

Return air filter track(s) with one (1) set of 2" MERV-8 filters.

Magnehelic gauge with a factory setting to indicate when filter maintenance is required,

4

Munch Machine Cluster Bucker

November 22, 2022

Sent via email colin@meridacap.com

Gulf Shore Remedies LLC 12562 Mary Ann Beach Road Fairhope, AL 36532

Attention: Colin Kelley, Member,

Re: Alabama Cultivation Facility Project

Dear Colin:

In furtherance of the cultivator license application to be submitted by Gulf Shore Remedies LLC (the "Applicant") to the Alabama Medical Cannabis Commission (the "Commission"), Munch Machine Company, has reviewed your proposed plans for the construction of a 14,280 square foot greenhouse facility (the "Facility"), pending the issuance of a medical cannabis cultivation license by the Commission (the "License").

Based on the information provided by the Applicant and Munch Machine Company's review of the requirements Munch Machine Company Intends to sell to Gulf Shore Remedies the Munch Machine Cluster Bucker upon such terms and conditions to be agreed to by Munch Machine and the Applicant, subject to the Issuance of the License.

Sincerely,

Frazer Industries LLC DBA: Munch Machine

Matt Beechinor

Matt Beechinor

Director of Sales



- Attachment to Exhibit 14, Section 14.2

11/27/22, 11:10 AM

Cluster Bucker | Hemp Bucking Equipment - Munch Machine

License Type: Cultivator

### Cluster Bucker Tech Specs

### Cluster Bucker

**Power Requirements** 

240V 60Hz

**Current Draw** 

20 Amp (30Amp Max Breaker Size)

**GFCI** Compatible

No

Generator Compatible Yes (30 Amp, NEMA L14-30P - required)

Connector Plug

**NEMA L14-30P** 

Accessory Power

120V 10 Amp

Accessory Plug

**NEMA 5-15R** 

Electrical Cord

Length

50'

Control Box Ratings

NEMA 4/12

Motor

**Dual 240V 1 HP** 

Die Plate Size Range

Kethole Die Plate (included), Round Hole Die Plate (Optional

accessory)

### **Machine Dimensions**

Height

57.6"

Width

37"

Depth

45"

Weight

650lbs

### **Shipping Crate Dimensions**

Height

66"

Width

40"

Depth

https://rnunchrnachine.com/products/cluster-bucker

48"

### Operations Manuals- Gulf Shore Remedies Cultivation Facility - Attachment to Exhibit 14, Section 14.2

License Type: Ćultivator

11/27/22, 11:10 AM

Cluster Bucker | Hemp Bucking Equipment - Munch Machine

Weight

1000 lbs

Features

Wet / Dry Capable

Throughput Hydrated 650 - 800 lbs per hour

YES

Throughput (Small Plants) 200 - 350 lbs per hour

Throughput Dry N/A

Multiple Die Plates YES

Variable Speed Control YES

Reverse Operation YES

Safety Off Switch YES

Conveyor Compatible YES

Indoor / Outdoor Use YES

Duty Cycle Continuous

Washdown Electronics YES

GMP Compliant YES

304 Stainless Steel FDA Food Grade

Belts FDA Food Grade Urathane and Natural Rubber

Lubricants FDA Food Grade

Powder Coating FDA Food Grade

UL Certified YES

CSA Certified YES

Warranty 5 Year

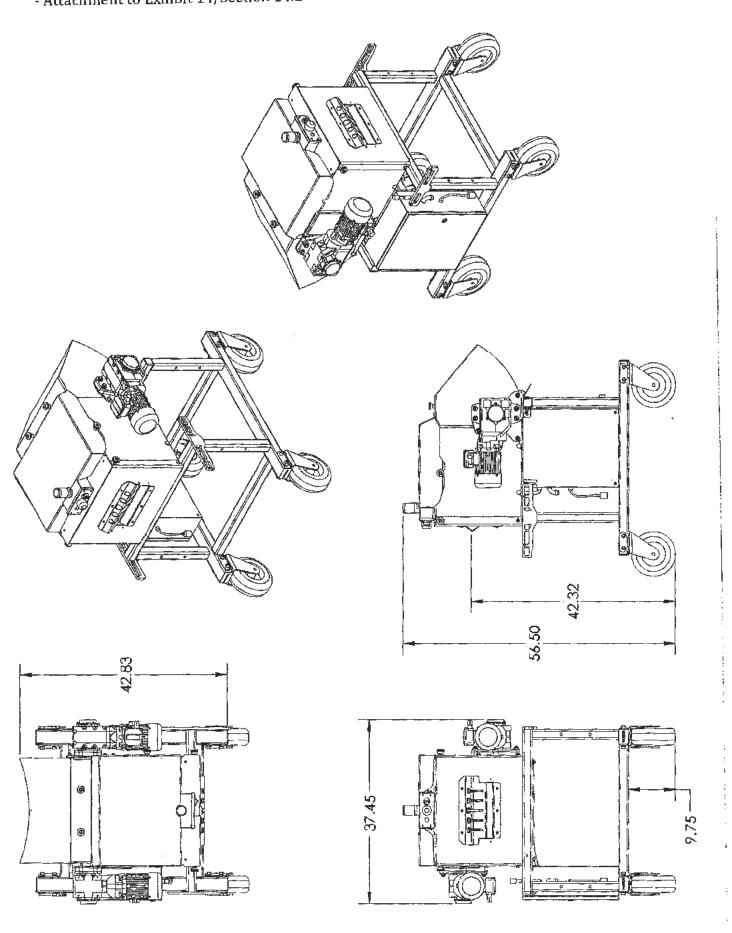


Exhibit 14 - Machinery and Equipment

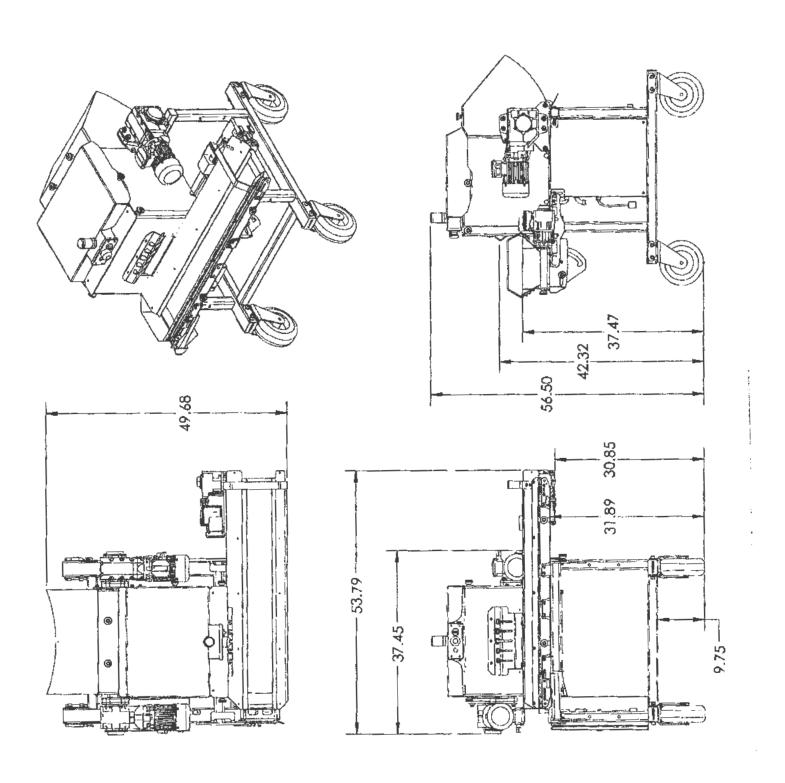
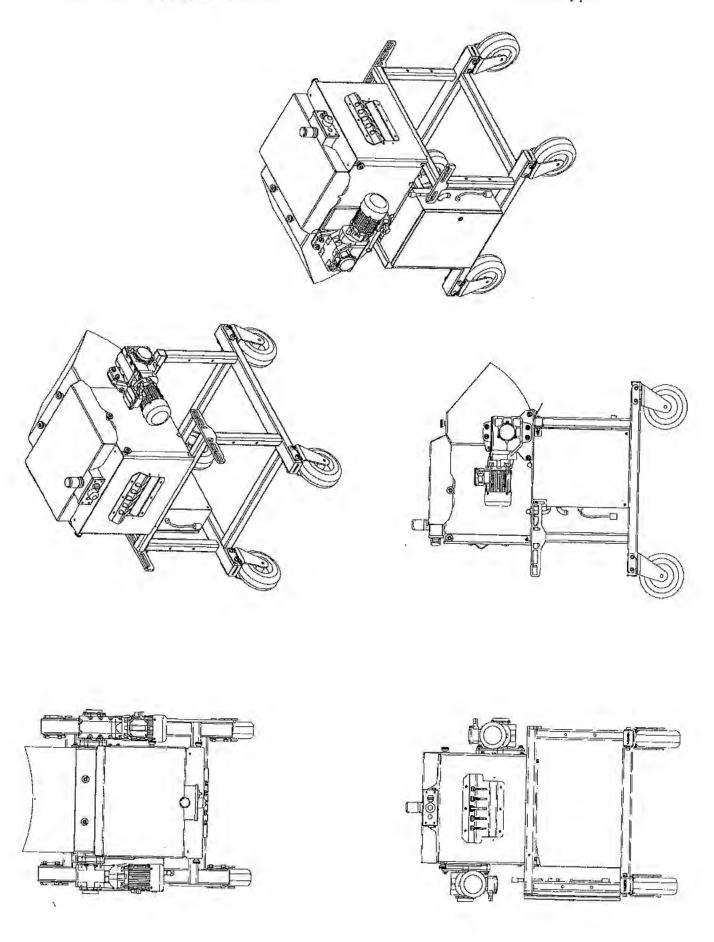
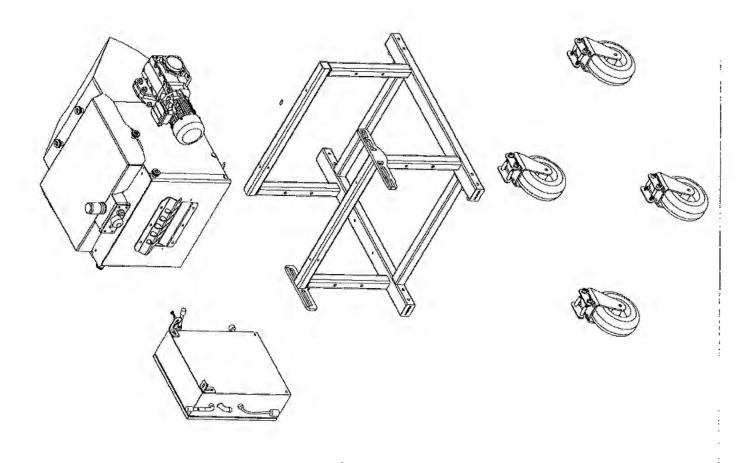


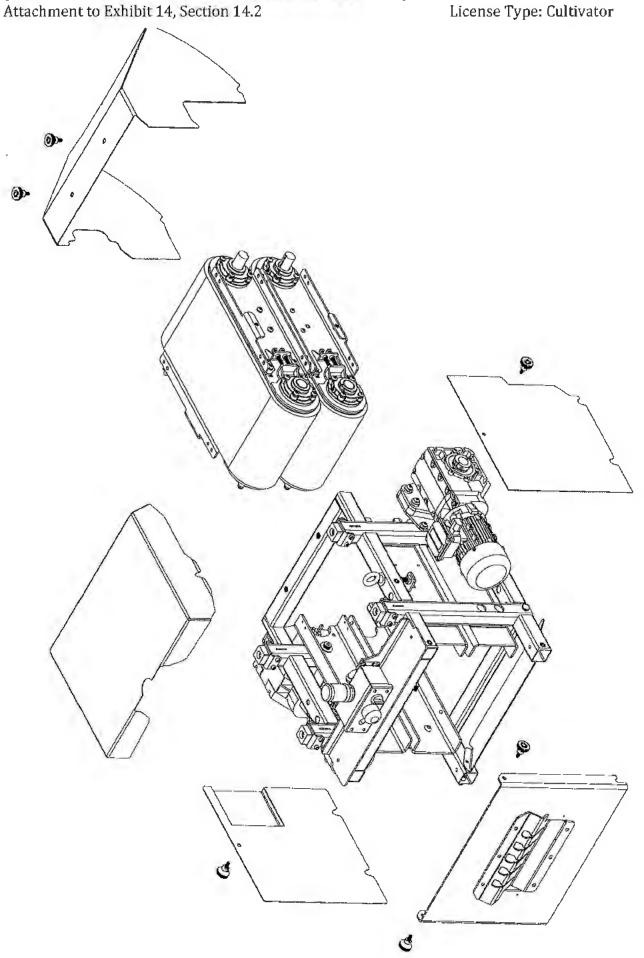
Exhibit 14 - Machinery and Equipment

License Type: Cultivator



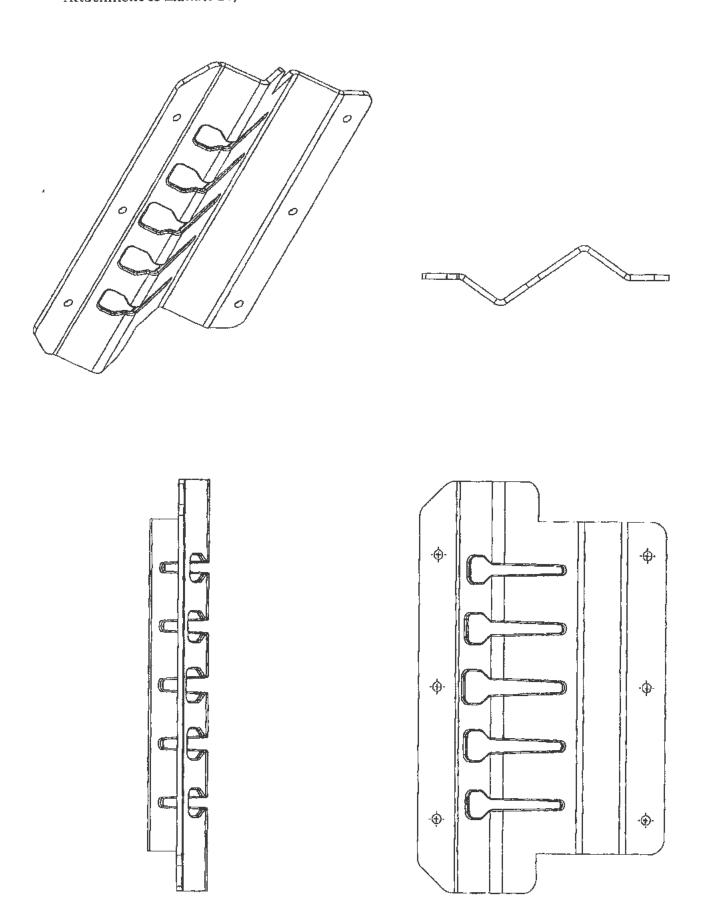
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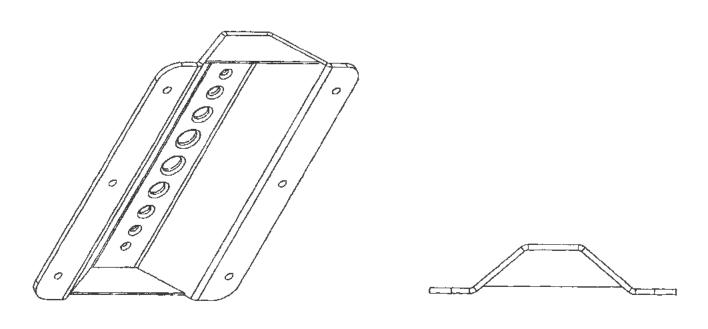




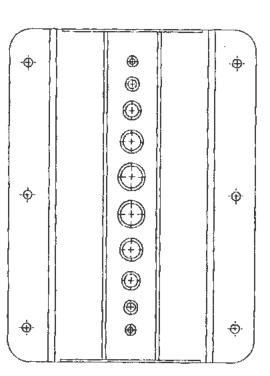
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License Type: Cultivator











Cluster Bucker Model: CB1

Operator's Manual

Please read the operator's manual and all included warnings carefully and make sure you fully understand the instructions before using the machine

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#### WARNING

The operation, servicing and cleaning of the Cluster Bucker by MUNCH Machine is bazardous and could cause severe injuries or worse. These machines are solely intended to be used for the harvesting and processing of cannabis, bemp and hops. Do not operate, service or clean these machines without proper training, reading the instructions and fully understanding all aspects of the activities on these machines and fully knowing the risks involved. Your failure to abide these warnings is negligence on your part. As warned, you assume all risks associated with the lack of proper use, in any manner, of the Cluster Bucker by Munch Machine.

- WARNING This product is a piece of power equipment that if used in ways other than
  described by this instruction manual can result in operator injury or even death
- WARNING All users need to fully read this instruction manual and familiarize themselves with the machine before operation
- WARNI Keep all shields, guards and safety devices installed and in proper working order at all times
- WARNING Keep all hands, feet and clothing away from power driven parts.
- WARNING This machine is capable of pulling body parts, hair, clothing, gloves, etc.
  into the feed holes of the installed Die Plate. Use extreme caution to prevent unintended
  items from entering the feed holes of installed Die Plates.
- WARNING Unexpected energization or startup of the equipment is controlled by unplugging the equipment from the energy source; The plug is under the exclusive control of the employee performing the servicing or maintenance.

### Introduction

Thank you for your purchase of the Cluster Bucker built by MUNCH Machine. Welcome to the best bucking team around! Our products are designed around years of real-world use for maximum reliability and durability. Every product we bring to market is designed, tested and manufactured 100% in the USA.

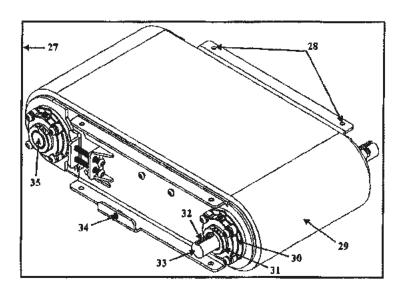
The Mother Bucker introduced mechanized bucking to the cannabis industry and now the Cluster Bucker has claimed the title of most powerful, both being the most reliable harvesters on the market. We strive to take a different approach when building equipment for the cannabis industry. Our goals are to put the customer first when it comes to both sales and service. We maintain a close relationship with farmers to be sure we are offering the best products to improve efficiency and lower production costs.

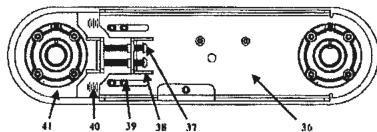
Our parent company Dauenhauer Manufacturing has roots that go back 75+ years as pioneers of the first mechanical hops harvesting equipment. Dauenhauer continues to sell to and service some of the top producers in the hops industry. We are proud of this heritage and committed to carrying this tradition forward with MUNCH Machine.

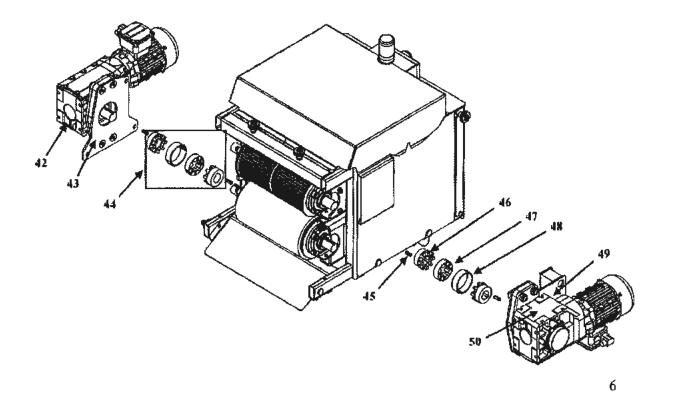
All persons operating this machine need to fully read this instruction manual and familiarize themselves with the machine before operation.

# **Machine Overview** Part Name (Oty Per Machine) 1. Frame Base 2. Casters (4) 3. Caster Bracket (4) Caster Blacket (4) Electrical Panel /Accessory Outlet Button Array Indicator Light Thumb Screws (6) 8. Motor Cover 9. Face plate 10. Die Plate 11. Lower Cassette Track (2) 12. Upper Cassette Track (2) 13. Button Mount Bracket 14. Left Side Shield 15. Top Shield 16. Rear Shield 17. Right Side Shield 18. Mount Peg (8) 19. Cassette Pins (16) 20. Threaded Inserts (6) 21. Upper Frame 22. Force Plate (4) 23. Force Cap (4) 24. Force Cap Bumper (4) 25. Pressure Adjustment Bolt (4) 26. Suspension Rule (8)

- 27. Cassette (2)
- 28. Cassette Pin Holes (16)
- 29. Belt (2)
- 30. Bearing (8)
- 31. Bearing Collar (8)
- 32. Keyway (4)
- 33. Drive Pulley (2)
- 34. Cassette Locking Tabs (4)
- 35. Follow Pulley (2)
- 36. Cassette Fixed End (4)
- 37. Tensioning Bolts (8)
- 38. Tension Brackets (4)
- 39. Tension Lock Bolts (16)
- 40. Belt Tension Rule (8)
- 41. Cassette Sliding End (4)
- 42. Lower Motor
- 43. Lower Motor Mount
- 44. Coupler Assembly (2)
- 45. Drive Key (4)
- 46. Coupler Cog (4)
- 47. Coupler Flex Element (2)
- 48. Coupler Nylon Cover (2)
- 49. Upper Motor Mount
- 50. Upper Motor







#### License Type: Cultivator

## **Operator Safety**

#### Training

Operators must be properly trained in the correct use of this machine before taking part in any operation. It is up to the facility to determine guidelines based on these instructions for use. It is up to the organization's management structure to implement training programs, written procedures, and supervision that are compliant with local regulations.

## Operation

All persons operating this machine need to fully read this instruction manual and familiarize themselves with the machine before operation. The machine is built to have 1-2 operators standing at the front of the machine feeding material through the die plate.

- WARNING This product is a piece of power equipment that if used in ways other than
  described by this instruction manual can result in operator injury or even death.
- WARNING Keep all shields, guards and safety devices installed and in proper working order at all times.
- · WARNING Keep all hands, feet and clothing away from power driven parts.
- WARNING -This machine is capable of pulling body parts, hair, clothing, gloves, etc.
  into the feed holes of the installed Die Plate. Use extreme caution to prevent unintended
  items from entering the feed holes of installed Die Plates.

### Uncrating

Upon receipt of the Cluster Bucker, freight must be inspected upon arrival. If you suspect damage, it is essential to document by taking photos of the packaging issues/damage and notating DAMAGE on the proof of delivery (POD) prior to signing. Do not sign for the shipment until you have thoroughly inspected the packaging and contents.

The Cluster Bucker crate will have one side panel that is held closed with wood screws. While supporting the panel, remove all screws from the outer perimeter of the crate. Once screws are removed, set the panel aside.

The Cluster Bucker will be held in place with nylon strapping. Prior to strap cutting, ensure all individuals nearby are wearing the proper personal protective equipment to guard against possible flying debris. Also, check that the machine is stable and supported prior to cutting to prevent injury. Cut the strapping with a sharp knife or seissors in a way that prevents damage to the machine finish.

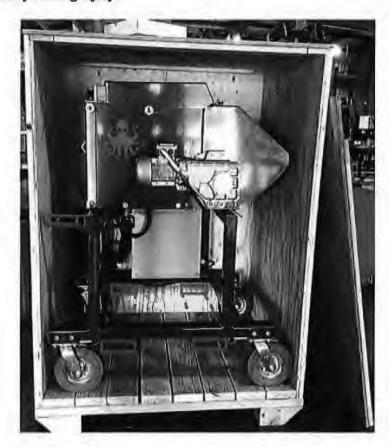
- WARNING Proper personal protective equipment is essential for all persons working around the uncrating and setup of the machine.
- CAUTION Injury could result if proper precautions are not taken to ensure the
  equipment is stable during the uncrating process.

It is possible that the machine has shifted during shipment, ensure the
equipment is supported when strapping is removed, continue to do so until the machine is
out of the crate on a flat level surface with the casters locked.

Using a forklift insert the forks under the lower frame with the forks as wide as they can be set while still passing between all four casters. The forks must pass beyond the far side of the lower frame to ensure the machine is completely supported (see image below). Ensure no equipment will be damaged when lifted. Slightly lift the cluster bucker watching the top hood to prevent damage to the top of the machine. Back the equipment out of the crate and lower onto a flat level surface.

CAUTION – Injury could result if proper precautions are not taken to ensure the
equipment is stable during the uncrating process.

 CAUTION - Attempting to roll the machine out of the crate could cause the machine to tip, possibly causing injury.

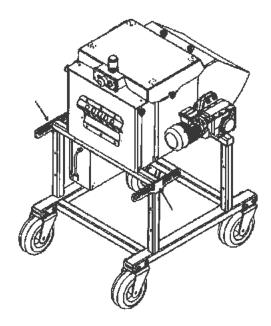


## **Machine Transport**

#### Handles

The Cluster Bucker has Handles built into the Frame located on both the right and left sides of the machine. Only these two Handles and the lower frame are to be used for moving the machine.

- When moving equipment on an inclined surface it is strongly recommended to use multiple people to prevent loss of control leading to injury or death.
- Do not move the machine by pulling on the Motor or Bucker Head



#### Casters

The Cluster Bucker has Casters installed that work for both Indoor and Outdoor use. These tires allow for 360° rotation and have both a rotational lock and rolling lock.

To activate the rolling lock press down the "ON" lever arm with your foot until it clicks. The brake should be clamped firmly on the wheel. To disengage the brake, press "OFF" with your foot until the brake is free of the wheel

To activate the swivel lock, locate the four notches on the swivel bearing directly above the wheel. Line up one of the four notches with the lock pin by swiveling the wheel. Grab the key ring attached to the lock pin, pull it away from the easter and turn it 90°. Release the key ring and lock pin. The lock pin should now be engaged firmly in the notch. The wheel should not be able to swivel. To disengage repeat the above procedure. The lock pin should not be contacting the swivel bearing and the wheel should swivel freely.

### Machine Setup

The Citister Bucker requires very little setup; the Indicator Light is the only item that comes uninstalled for protection during shipment.

#### Indicator Light Installation

flolding the Upper Indicator Light Assembly locate the green arrow located at the base of the lens. Align the arrow point with the black line on the Indicator Light Mount, Press down lightly to engage the light into the base, then rotate the upper light assembly 1/8 turn clockwise.

When the machine is energized ensure the indicator light is functioning properly, lit when the machine is powered "ON", and off when the machine is powered "OFF".

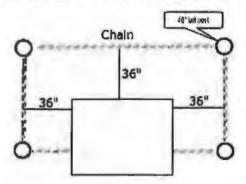
License Type: Cultivator

CAUTION - the Indicator Light is a safety device that needs to be installed and properly
working on the machine, failure to do so could result in injury or death.

## **Machine Guarding**

All Shields must be in place before any operation of the machine. The Face Plate and Die Plate must be installed properly, the Control Panel must be closed and locked.

To prevent processed stalk material from jamming in the outfeed side of the machine it is not possible to closely guard the outfeed area. To ensure personnel cannot reach into the rollers during operation, a barrier guard on the sides and back of the machine must be in place. Four posts (48" tall) and a metal or plastic chain set 36" away from the machine and connected to the sides of the machine must be in place during operation. Signs advising personnel to stay out when the machine is running must be on the chain or posts.



Solid panels or rigid mesh panels may also be used and can be placed closer to the machine depending on the mesh opening size (US companies should refer to OSHA regulations). Consult with your local workplace safety officials to ensure you meet your relevant regulation

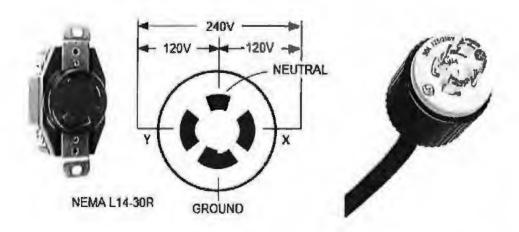
SPACE (e - Operation of equipment without the proper guarding installed could result
in serious injury and possibly death

Contact MUNCH Machine Customer Service if you need further assistance.

#### Machine Power

The Cluster Bucker requires a 240V Circuit with a 20-amp breaker (30 amp maximum breaker size) to operate. The machine comes with a NEMA L14-30P Plug installed. Your facility will need to have a L14-30R Female receptacle installed.

- The NEMA L14-30P and NEMA L14-30R are locking power adapters and must be rotated after installation and prior to removal, Not doing so will damage the plug and/or receptacle.
  - o Plug Type NEMA L14-30P
  - o Receptacle Type NEMA L14-30R



#### **Accessory Outlet**

The Cluster Bucker comes equipped with an Accessory Outlet that is protected by its own circuit breaker; this plug is located on the front side panel. This can be used to power any 120V accessory or our MUNCH Machine Conveyor products.

- o 120V 10amp breaker
- o Plug Type NEMA 5-15R

### **Machine Controls**

#### **Electrical Panel**

The Electrical Panel is designed to remain closed and locked at all times while the machine is running or connected to power. In the case that you need to open the Electrical Panel, please ensure that you take the utmost care to prevent dust or debris from entering.

- WARNING High voltage disconnect power before opening the Electrical Panel. Failure to do so can result in operator injury or even death. Troubleshooting may require the panel to be open while connected to power. This process should only be performed by qualified personnel.
- Unexpected energization or startup of the equipment is controlled by unplugging the equipment from the energy source; The plug is under the exclusive control of the employee performing the servicing or maintenance.



 WARNING - Capacitors hold energy even after the machine is unplugged. Allow unit to Sit for a minimum of 30 seconds prior to servicing or maintenance.

#### VFD

The VFD contained within the Electrical Panel comes updated with the latest software settings for the machine.

#### Circuit Breaker

A Circuit Breaker is contained within the Electrical Panel, if for any reason your machine becomes unresponsive, open up the panel and check to be sure your Circuit Breaker has not been tripped. If this breaker continues to trip please contact Munch Machine Customer Service immediately as it may indicate a larger problem.

o 240V Models - 20amp breaker

#### **Button Enclosure**



#### Power Selector Switch OFF / FWD / REV

Mode selection switch allows the user to turn the machine on (FWD), turn the machine off (OFF) and also to reverse (REV) the machine to clear any blockage.

#### Variable Speed Control

Adjusts the Belt revolutions per minute to allow the user to balance throughput and quality. Select faster belt speed to process flower more quickly, particularly when processing "wet" flower straight from the plant. Select a slower roller speed for a higher quality result, particularly when processing previously dried flower.

#### **Emergency Stop Button**

Emergency shut off of the motor in the case of any incident or emergency.

#### Indicator Light

Indicates if the machine is powered ON. In high noise environments, it can be difficult to determine if the machine is in operation without the indicator light. The Indicator Light on the cluster bucker is located above the button enclosure to ensure visibility from all sides when approaching the machine.

## **Machine Operation**

#### Daily Inspection

- Check that the Left and Right Side, Rear and Top Shields are installed properly, and the thumbscrews are hand tight
- Faceplate is installed and secure
- Die plate is installed, clean and free of debris.
- o Belts are clean and free of debris.
- Drive System and Couplers are in good condition and installed properly.
- o Ensure all electrical components are in good working order
- Ensure all machine components are secure and in good working order.

#### Start Up

- Ensure the Power Selector Switch is in the "OFF" position
- o Ensure the Emergency Stop button is in the "UP / OUT" position.
- Plug the machine into a circuit having sufficient current capacity and correct voltage.
- Adjust Variable Speed Control to desired speed : f unknown then start slow and work your way up in speed paying close attention to the quality of the bucked material.
- Place Catchment System (bin, bucket, bag, conveyor, etc.) in position to receive bucked material.
- Turn on the machine by rotating Power Selector Switch clockwise to the "FWD" position.

#### Operation

- Feed material into the Die Plate holes, attempting to select a Die Plate hole that best matches the stem size.
- In the case of a product jam, rotate Power Selector Switch counterclockwise to "REV" to reverse the belts until the jam is cleared, then release and rotate Power Selector Switch back to "FWD" and continue feeding material.
- Continuously monitor the outfeed of the machine to prevent the stem pile from reaching the height of the upper frame tube. At this point the machine needs to be unplugged and the stem pile needs to be removed from behind the machine.
- Machine must be unplugged before entering the guarded area behind the machine.
- Failure to remove the stem pile once it has reached the height of the upper frame tube can result in machine damage or multimetion.

#### Daily Shut Down

- Turn Machine to the "OFF" position.
- o Unplug the machine.
- Clean the machine using the method defined below.
- Store the machine in a clean, dry, sheltered location.

### **Direct Contact Surfaces**

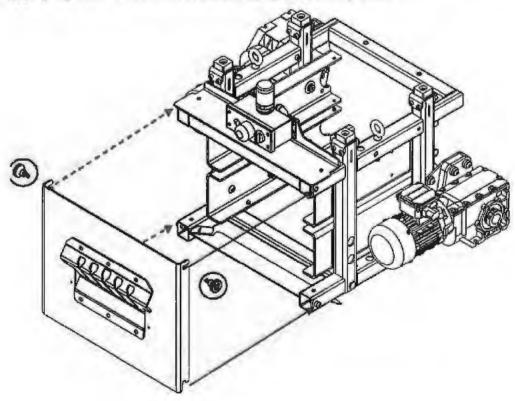
The food-grade stainless steel Face Plate and Die Plate are designed to be the only machine surfaces in contact with the product and are compatible with a cGMP compliant workflow. Daily cleaning of these plates with the proper cleaning products (See: Cleaning the Cluster Bucker) will reduce the potential for contamination of your product

#### Faceplate

The Faceplate of the Cluster Bucker is designed to protect the user from moving internal parts of the machine while allowing access for cleaning and maintenance.

The Faceplate has been designed for tool-less removal and installation. The Faceplate uses a combination of Lower Mounting Pegs and upper easy-access Thumb Screws for removal and installation. The Faceplate must be installed and secured properly before any operation.

- Keep all shields, guards and safety devices installed and in proper working order at all times
- WARNING Operation of the machine without the Faceplate or without the Faceplate being properly secured will result in serious injury and possibly death



Faceplate Removal

The Faceplate has two Thumb Screws at the top corners left and right side of the machine. While supporting the front of the Faceplate against the machine, unthrend the two Thumb Screws until the Faceplate is loose. Allow the top of the Faceplate to pivot away from the machine and lift the bottom of the Faceplate off the Lower Mount Pegs.

WAINING - Operation of the machine without the Faceplate being properly secured will result in serious injury and possibly death

CAUTION - Supporting the Faceplate with one hand while removing is critical to
prevent dropping the plate and possibly causing injury.

**Faceplate Installation** 

Locate the Lower Mounting Hooks cut into the left and right sides of the Faceplate. Tilt the Faceplate to have the base closer to the machine and align hooks with the two Lower Mounting Pegs located at the bottom front sides of the Upper Frame. Rest the mounting hooks over the mount pegs, ensuring both sides are supported, then rotate the top of the Faceplate up towards the machine so the hole aligns with the threaded insert, ensure Faceplate is tight against the upper frame. Install and hand tighten Thumb Screws to secure Faceplate in place.

CAUTION – Supporting the Faceplate with one hand while installing is critical to
prevent dropping the plate and possibly causing injury.

Faceplate Accessories

The Faceplate have 10 1/4 - 20 holes threaded into it. Two of these (Left, and right of Die plate cutout) have a button head bolt installed and serve as a placeholder for accessory options. The other six holes, three on top and three below the center cutout are for Die Plate installation.

#### Die Plates

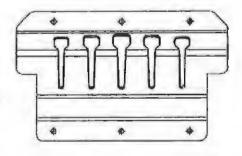
To accommodate various uses of the machine, the machine has been designed to have interchangeable die plates that are attached to the faceplate of the machine via six 1/4 - 20 X 7/16" stainless steel button head bolts.

- WARNING Operation of the machine without the die plate or without the die plate being properly secured will result in serious injury and possibly death
- WARNING This machine is capable of pulling body parts, hair, clothing, gloves, etc.
  into the feed holes of the installed Die Plate. Use extreme caution to prevent unintended
  items from entering the feed holes of installed Die Plates.

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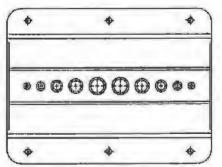
#### Keyhole Die Plate (Included)

Developed to process larger branches and clusters of branches, the Keyhole Die Plate uses 5 strategically placed holes that let gravity assist in pulling the branch cluster down and through the tapered slot. This design allows for torn or uneven ends to pass through a larger slot, then as the machine bucks the material the branches are forced down into the slots. Keyhole slot sizing .34" to .25" (8.6mm to 6.4mm), .44" to .30" (11.2mm to 7.6mm), .53" to .35" (13.5mm to 8.9mm)



#### Round Hole Die Plate (Included)

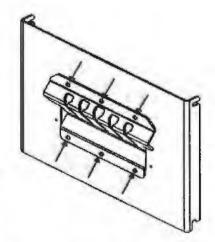
Developed for use with all plants, this configuration has 10 holes, 2 of each size with diameters of .188" (4.7mm), 0.3" (7.7mm), 0.45" (11.5mm), 0.6" (15.2mm), and 0.75" (19mm)



#### Die Plate Removal

Unplug the machine, Stand in front of the machine and locate the six 1/4 - 20 button head bolts that hold the die plate in place. Use a 5/32 hex wrench to loosen and remove the lower three bolts, then loosen and remove two of the upper three bolts, then support the plate with your free hand while you remove the last upper bolt. The die plate will lift out of the center cutout for cleaning or changing.

CAUTION - Supporting the Die plate with one hand while removing the bolts is critical to prevent dropping the plate and possibly causing injury.



#### Die Plate Installation

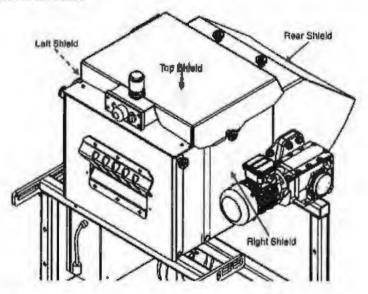
Unplug the machine. Stand in front of the machine and locate the six 1/4 - 20 threaded holes three on top and three below the center cutout. Place the Die Plate into the center cutout allowing the upper and lower wings to sit on the Faceplate. The Die Plate should be installed with the concave side facing the user. While holding the Die Plate in position, align the bolt holes on the Die Plate with the threaded holes on the Faceplate. Use a 5/32" hex wrench to loosely install the top three bolts, then loosely install the bottom three bolts. Finish tightening all six bolts to 6Nm. Do not over-tighten. Occasional use of anti-seize is recommended on stainless steel bolts.

CAUTION - Supporting the Die Plate with one hand while installing the bolts is critical
to prevent dropping the plate and possibly causing injury.

## Shielding

The Shields of this machine are designed to protect the user from moving internal parts of the machine while allowing access for cleaning and maintenance. Each Shield has been designed for tool-less removal for cleaning and maintenance. All Shields use a combination of Lower Mounting Pegs and upper easy access Thumb Screws for removal and installation. The Shields must be installed and secured properly before any operation.

 WARNING — Keep all shields, guards and safety devices installed and in proper working order at all times



#### Removal of Shields

Removal order of operations

- 1. Rear Shield
- 2. Top Shield
- 3. Left or Right-Side Shields

#### Rear Shield Removal

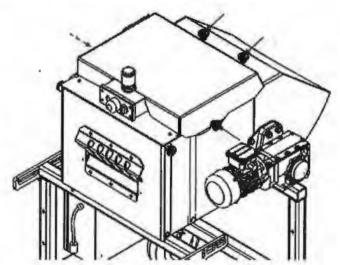
Unplug the machine. Approach from the back side and locate the two Thumb Screws on the top of the Rear Shield. Also locate and note the position of the two rear shield mount locations, located on the lower left and lower right sides of the frame. Loosen and fully remove the two Thumb Screws one at a time while supporting the Rear Shield with the opposite hand.

 CAUTION - Supporting the Rear Shield with one hand while removing the Thumb Screws is crucial to prevent dropping the shield and possibly causing injury. While still supporting the Rear Shield, place one hand on each left and right side of the Rear Shield using the lower edge for additional support, lift upwards on the rear shield while shifting it towards your body (away from the machine) to allow the Rear Shield to clear the two lower mount locations.

 WARNING — Keep all Shields, guards and safety devices installed and in proper working order at all times

#### Top Shield Removal

Unplug the machine. Ensure that the Rear Shield has been removed. Locate the two Thumb Screws, top center, left and right side of the machine securing the overlap between the Top Shield and the Side Shields. Loosen halfway but do not remove both Thumb Screws. Carefully lift the Top Shield off the machine, clearing the Suspension Towers. The Shield may need to be removed by two people due to location and weight. Note how the Top Shield notches align with the



Thumb Screws for reference on reinstallation

- CAUTION Shields are made of steel and need to be handled carefully due to their weight. Additional persons may be needed to handle these parts to prevent dropping the shield and possibly causing injury.
- Keep all shields, guards and safety devices installed and in proper working order at all times

#### Side Shield Removal

The Side Shields are two individual parts, one left and one right, these will only fit when installed on the correct side and orientation. See diagram at the start of the Shielding section for reference.

Unplug the machine. Ensure that the Rear Shield and Top Shield have been removed. Locate the two Thumb Screws, top center, left and right side of the machine securing the overlap between the Top Shield and the Side Shields. These Thumb Screws should be halfway unthreaded from the removal of the Top Shield.

By grabbing the front and rear edges of either Side Shield, the Shield can be lifted off of the Mount Pegs at the base of the Upper Frame and removed upwards via the gap between the Motor and Upper Frame. Both Shields will remove with the same process.

- CAUTION Shields are made of steel and need to be handled carefully due to their weight. Additional persons may be needed to handle these parts to prevent dropping the shield and possibly causing injury.
- WARNING Keep all Shields, guards and safety devices installed and in proper working order at all times

#### Installation of Shields

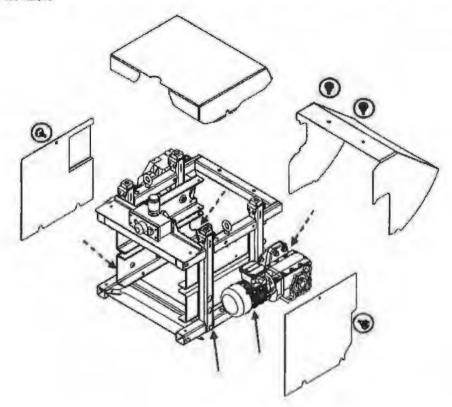
Installation order of operations

- 1. Left or Right-Side Shields
- 2. Top Shield
- 3. Rear Shield

#### Side Shield Installation

Unplug the machine. The Side Shields need to be installed prior to installation of the Rear Shield, or Top Shield. Prior to lifting, determine left and right parts, and the proper orientation for each. See diagram at the start of the Shielding section for reference. Locate the Lower Mount Pegs – (2 central pegs on each side of the Upper Frame). Holding the parts by the front and back edges, slide the Side Shield from the top of the Upper Frame down between the Motor and Upper Frame until the lower notches rest on the Mount Pegs. If the Shield does not sit flush and align with the Mount Pegs, upper Thumb Screw Hole, or the Motor Mount Brackets adjust until all of these points align. Thread the thumb screw halfway into the upper center hole on the side shield. Both shields will install with the same process.

- CAUTION Shields are made of steel and need to be handled carefully due to their weight. Additional persons may be needed to handle these parts to prevent dropping the shield and possibly causing injury.
- WARNING Keep all shields, guards and safety devices installed and in proper working order at all times



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#### Top Shield Installation

Unplug the machine. Ensure Side Shields are installed with the Thumb Screws halfway threaded, not tight. Note the front of the Top Shield, and where the Button Enclosure and Indicator Light align with this Shield prior to lifting. The Shield may need to be installed by two people due to location and weight.

CAUTION – Shields are made of steel and need to be handled carefully due to their weight. Additional persons may be needed to handle these parts to prevent dropping the shield and possibly causing injury.

Lift the Top Shield above the height of the Suspension Towers, oriented in the correct direction. Carefully lower the Top Shield, so that the front aligns correctly with the button enclosure, being careful not to hit and or damage the Indicator Light. The Top Shield should install to the outside of all four Suspension Towers and in front of the vertical members of the Button Mount Bracket. The two notches on the left and right sides of the Top Shield will align with the halfway threaded Thumb Screws passing over the top and outside of the Side Plates. Ensure proper reveal and installation, then tighten the two Thumb Screws, on the left and right side of the machine. These Thumb Screws will secure the Side Shields and the Top Shield to the Upper Frame.

#### Rear Shield Installation

Unplug the machine. Ensure Side Shields, and Top Shield are installed and secured. Approach the machine from the back side and locate the two Rear Shield Mount locations on the lower left and lower right sides of the Upper Frame. Also locate the threaded inserts on top of the Upper Frame and rear top crossbar.

Lift the Rear Shield keeping the 2 holes upwards and away from your body, the curvature on the back of the hood should be the closest point to your body. Tilting the top edge of the Rear Shield slightly forward, leave about I inch of gap between the Rear Shield and Upper Frame rear crossbar as you slowly pivot the bottom of the Rear Shield downwards to the point where the notches on the Rear Shield and the Rear Shield Mount Locations are centered on each other. Lower the Rear Shield so that it makes contact with the top of the Upper Frame rear top crossbar. Align the holes with the threaded inserts on top of the Upper Frame and rear top crossbar.

 CAUTION – Supporting the Rear Shield with one hand while installing the Thumb Screws is critical to prevent dropping the Rear Shield and possibly causing injury.

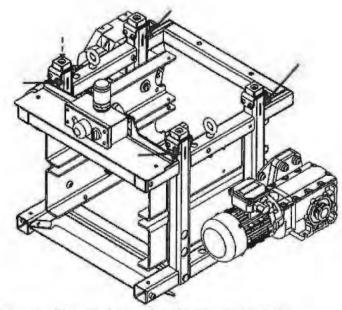
Install the two Thumb Screws, and firmly tighten. Do not force the Thumb Screws - ensure that threads are aligned properly before tightening. If you feel any resistance, unscrew and restart. The Thumb Screws come pre-treated with food-grade anti-seize, which may need to be reapplied over time.

### **Suspension System**

The Cluster Bucker has a user adjustable independent suspension system to provide adaptability for the machine to fit all harvest situations. The suspension applies preload and pressure to keep traction on the bucked material.

#### Adjusting Suspension Pressure

Depending on the use case, plant type, and weather conditions the user may want to adjust belt pressure. The four Suspension Towers have a built-in Rule with a visible Force Plate to determine adjustment level. At the top of each Suspension Tower will be a Pressure Adjustment Bolt. The Pressure Adjustment Bolt can be turned clockwise to reduce pressure on the system, or counterclockwise to increase pressure on the system. The Force Plate will be visible within the Rule and will move up



when the Pressure Bolt is rotated clockwise and will move down when the Pressure Bolt is rotated counterclockwise. With any adjustment to the suspension pressure ensure that all four towers are set equally with the Force Plate relative to the rule.

The preset pressure level is a good starting point for most situations. Additional pressure can be applied to increase traction, but keep in mind when adjusting Belt pressure, that running the equipment at higher Belt pressure will reduce Belt life. Find the balance of just enough traction for the use case, without adding more pressure than is needed to do the job.

- If adjustments are made to the suspension system of the machine, the user must ensure that all Force Plates are set equally by checking the builtin Rule on each Suspension Tower.
- Higher Belt pressure will equal shorter
  Belt life. The longer a machine is run at higher Belt
  pressure the shorter the life expectancy of the Belts will
  be.
- Never increase belt pressure so much that the Pressure Plate disappears below the bottom of the Rule.

Recommended Pressure



## **Coupling System**

The green Flex Elements within the coupler assemblies are wear components that reduce wear on the drive train components. Both Nylon Covers and the Flex Elements should be removed and

inspected prior to high-use scenarios or inspected monthly in the event of perpetual harvest scenarios. The green Flex Element should be replaced if noticeably worn. Two additional Flex Elements are included with each machine, and additional Flex Elements can be purchased from MUNCH Machine Customer Service. It is recommended to keep a spare Flex Element on hand at all times.

CAUTION - Do not run the machine without a complete Coupler assembly.

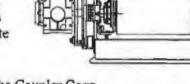
We have found that grease applied to the Green Flex Element prior to installation lengthens the life of this wear part.

Recommended Food Safe Lubricant:

o Lubriplate FGL-2 - product number L0232

Coupler Removal and Installation

- At the back of the machine, Locate the two Couplers
   (1 per Cassette) using a 2.5mm hex key loosen but do
   not remove the two locking bolts on each black
   Nylon Coupler Cover ring. The Cassettes may need
   to be manually rotated to access both fasteners.
- Once loose, slide both black Nylon Coupler Cover Rings towards each Motor leaving them resting on the outside Coupler Cog out of the way for Cassette removal.
- The green Flex Element can then be removed by finding the split and then peeling the teeth out of the Coupler Cogs.
- 4. Coupler Installation work through coupler removal steps backwards



### Cassettes

The Cassettes are two of the most essential elements of the entire Cluster Bucker system. Proper maintenance and care are needed to keep them in optimal condition. At times the cassettes will need to be removed for a full cleaning or service of the machine.

#### Cassette Removal

#### Tool List:

- 2.5mm Hex key
- 7/32" Hex key
- 3/8" Hex key (Depending on model -3/4" wrench or socket may be needed instead of a hex key)
- Variable height worktable makes removal of Cassettes and cleaning easier. (see below)

- Simple Green Crystal, or a citrus based cleaner in a spray bottle
- 70% Isopropyl alcohol in a spray bottle Do not use on Belts
- Stiff Plastic Bristle Brush
- Lint Free Towels or Shop Towel
- Rubber Gloves

Optional Tools: (The process can also be completed without the Optional tools)

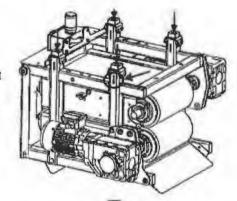
Adjustable Height Work Table https://www.homedepot.com/p/Husky-46-in-Adjustable-Height-Work-Table-HOLT46XDB12/301809931

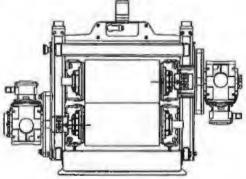


- 1. Make sure that the machine is turned off and unplugged.
- Remove all Shielding and Faceplate (see section "Shielding" & "Faceplate" for instructions on removal)
  - CAUTION Shields are made of steel and need to be handled carefully due to their weight. Additional persons may be needed to handle these parts to prevent dropping the shield and possibly causing injury.

#### Shield Removal order of operations

- 1) Rear Shield
- 2) Top Shield
- 3) Left or Right-Side Shields
- 4) Faceplate
- 3. Locate the four Suspension Pressure Adjustment Bolts at the top of each Suspension Tower. The position of the Force Plate will be used when Re-applying pressure at the end of the cleaning process. Back the suspension pressure off the Upper Cassette by rotating the Suspension Pressure Adjustment Bolt clockwise using and 3/8" hex key or a ½" box wrench or adjustable wrench until the Force Plate is at the top of the rule but still visible. Repeat this process on all four Suspension Towers.
- 4. At the back of the machine, Locate the two Couplers (1 per Cassette) using a 2.5mm hex key loosen but do not remove the two locking bolts on each black Nylon Coupler Cover ring. The Cassettes may need to be manually rotated to access both fasteners.

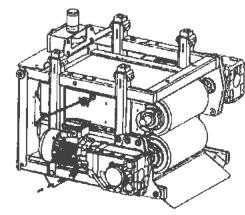


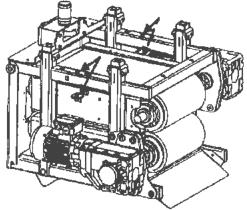


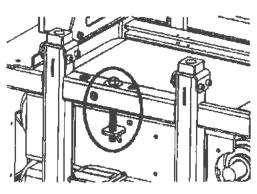
- Once loose, slide both black Nylon Coupler Cover Rings towards each Motor leaving them resting on the outside Coupler Cog out of the way for Cassette removal.
- The green Flex Element can then be removed by finding the split and then peeling the teeth out of the Coupler Cogs.
- Remove all 4 Cassette Locking Bolts 2 per side with a 7/32" hex key and set aside

#### Upper Cassette Removal

- Double check that suspension pressure has already been backed off, and that the Coupler Elements and Cassette Locking Bolts have been removed.
- Included with the machine are two separate 5" hex bolts and fender washers. On the machine locate the Track Lifting Brackets on the side of each Upper Track, and an accompanying hole in the Upper Frame that aligns with this bracket.
- Iland thread one hex bolt with washer installed through the Upper Frame down to the Track Lifting Bracket; one will be installed on the left side of the machine, and the second will be installed on the right side of the machine.
- 4. Once the 5" hex bolts have been started by hand, ensure the fender washer is installed between the hex head and the Upper Frame. Begin tightening the hex bolts with a ¼" wrench, socket, or driver to lift the Cassette Tracks.
- Lift the Cassette Track until the 4 Locating Pins have lifted out of the Cassette, but not so high that the Track hits the Cassette Bearings. Track will lift about 0.42"
- The Upper Cassette should now be free and can roll out the back of the machine.
  - CAUTION Cassettes are heavy (80 lbs.) we recommend an adjustable height table that
    you can roll the Cassette directly onto.

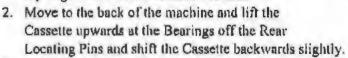






#### Lower Cassette Removal

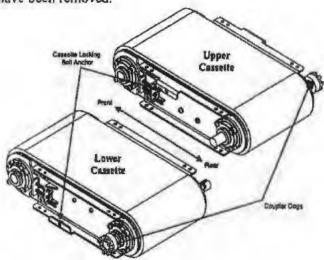
1. Ensure the Cassette Locking Bolts have been removed. Insert two of the four Locking Cassette Bolts into the Lower Cassette Lifting Inserts located on the bottom of the Lower Cassette Tracks towards the front of the machine. Using a 7/32" hex key, drive the Cassette Locking Bolt to lift the front end of the Cassette off the Cassette Locking Pins, but not so high that the Cassette Bearing contacts the top edge of the Lower Cassette Tracks.



- 3. Slide the Cassette out the back of the machine.
  - CAUTION Cassettes are heavy (80 lbs.) we recommend an adjustable height table that
    you can roll the Cassette directly onto.



- Cassettes are universal and work in both the Upper and Lower position. Cassettes will need
  to be installed opposite one another.
- 2. The Coupler Cog is the most obvious way to properly orient the Cassettes. Rotate both Cassettes so the Drive Pulley End (end with Coupling Cog installed) are both away from the Cluster Bucker. Then also flip one of the cassettes to have one Coupler Cog facing left and the other Coupler Cog facing right, opposite one another. The top and bottom Cassette Cogs have different shaft positions to work in their respective position, if you are going to swap the top and bottom cassette you will need to adjust the Cog placement on the Drive Shaft. The Cassette Locking Bolt Anchors are the second indicator of Cassette orientation in case the Coupler Cogs have been removed.

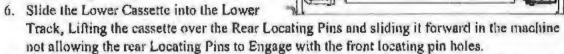


#### Lower Cassette Installation

- 1. Ensure the black Nylon Coupler Cover ring is positioned out of the way, but on the motor side Coupler Cog.
- 2. Establish which Cassette will be the Lower Cassette Coupler Cog oriented to the Left and nway from the Cluster Bucker
- 3. Adjust the height of your adjustable workbench to match the height of the Lower Track bottom edge.
- 4. Ensure your Upper Track is still lifted and ensure the Lower Track Lifting Bolts have been

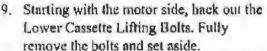
lowered to allow the cassette to slide past the bolt.

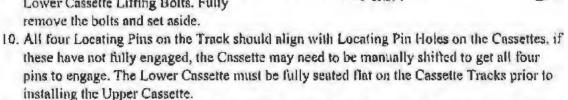
5. When inserting the Lower Cassette, the Lower Cassette Flanges will sit on top of both lower Track Flanges (See Illustration)



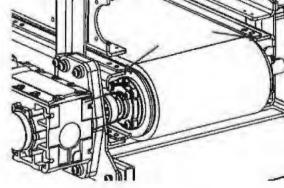
Slide until the Cassette is touching the Front Locating Pins, the installer should re-tighten the Lower Cassette Lifting Bolts to raise the Cassette above the Locating Pins.

8. Continue to slide the Cassette into the machine until the rear edge of the Cassette Flange aligns with the rear edge of the Cassette Track Flange. When aligned the rear Locating Pins should be aligned with the correct Locating Pin Holes on the Cassette. When aligned properly the Coupler Cogs will also be in alignment.





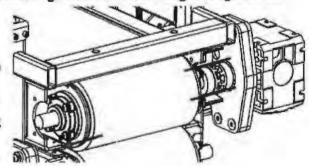
11. Install Cassette Locking bolts, one on each side of the machine into the Lower Cassette and tighten until lock washer is flat.



Cassette Track below Cassette

#### Upper Cassette Installation

- Ensure black Nylon Coupler Cover ring is positioned out of the way, but on the motor side Coupler Cog.
- Ensure your Upper Track is still lifted and ensure the Lower Track is seated properly.
- Ensure your Cassette is oriented properly with the Coupler Cog on the right and away from the machine
- Adjust the height of your adjustable workbench to allow for the Upper Cassette to roll onto the Lower Cassette.
- Roll the Upper Cassette into the machine with the Upper Belt rolling on the Lower Belt, keep the Upper Cassette aligned and parallel with the Lower Cassette. The Cassette Flanges should be below the Track Flanges on both sides of the machine.
- 6. Roll the Cassette into the machine until the rear edge of the Cassette Flange is aligned with
  - the rear edge of the Upper Track. When aligned properly the Coupler Cogs will also be in alignment.
- 7. Using the Upper Track Lifting mechanism back off the lifting pressure and begin to lower the motor side Track first. You may need to adjust the Cassette so the Locating Pins engage as the Track comes down, lower the motor side fully and remove the fastener and washer from the system.



Cossette Track above Cassette

- 8. Lower the opposite side Upper Track and remove the fastener and washer the same way.
- Check that all locating pins have fully engaged with the cassette and that the cassette and track are fully seated with one another.
- Install Cassette Locking bolts, one on each side of the machine into the Upper Cassette and tighten until lock washer is flat.

### Belts

Belts are wear components and will need to be replaced over time. Proper maintenance and care are needed to keep them in optimal condition. Cleaning the Belts after each use is the best way to ensure longevity. The Belts will eventually have grooves worn into the surface caused by plant material being bucked. If you find you are losing traction and unable to adjust the suspension to regain traction it is time to replace the belts. MUNCH machine keeps Belts in stock, to purchase please contact MUNCH Machine Customer Service.

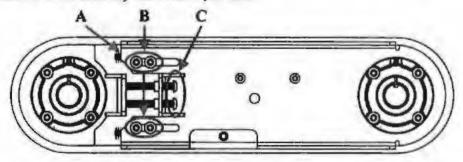
#### Cleaning Cluster Bucker Belts

It is essential to never use alcohol or alcohol-based cleaners to clean Belts, this will void the warranty. Citrus-based cleaners or products such as Simple Green Crystal will clean the Belts properly without causing additional damage.

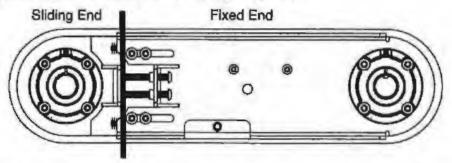
Cleaning the Cluster Bucker Belts with chemicals that are too harsh will void the manufacturer warranty.

#### Removing Belts from Cassettes

- With the Cassette on a flat work surface, make note of the Belt Tension Ruler setting on each side of the cassette (A). This setting will be used to reset the tension on the Cassette in the reassembly process. When noting this measurement, it needs to be exact (i.e. The back edge of the 3<sup>rd</sup> small hash mark).
- Loosen but do not remove the 8 Tension Locking Bolts with a 7/32" hex key. Four per Cassette side. (B)
- Loosen fully the 4 Tensioning Bolts, but do not remove, two per cassette side. (C) It is normal for the Tension bolts to loosen. As long as the Tension Locking Bolts are tight, and tension is set correctly this is not a problem.



The Cassette Sliding End can now compress into the Cassette Fixed End, shortening the
distance between the two Cassette Pulleys. Ensure that the Tensioning Bolts are not
preventing the Cassettes from collapsing completely.



- Re-tighten the at minimum 2 Tension Locking Bolts on each side of the Cassette with the Cassette collapsed. (B)
- 6. Tilt the Cassette up onto its side, be cautious as some parts will be able to move. Pull the belt up off the cassette while simultaneously squeezing the center of the belt. The belt has a

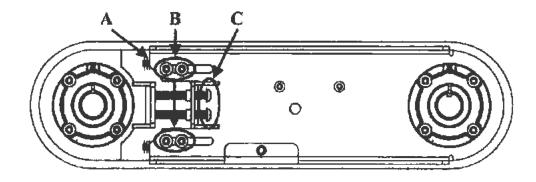
- Attachment to Exhibit 14, Section 14.2

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center rib that will cause resistance, sometimes rolling the belt back and forth will help it clear the edges of the cassette.

#### Reinstalling Belts on Cassettes

- Tilt the Cassette up onto its side, be cautious as some parts will be able to move. Put the belt
  down over the top edge of the cassette while simultaneously squeezing the center of the belt.
  The belt has a center rib that will cause resistance, sometimes rolling the belt back and forth
  will help it clear the edges of the cassette. Ensure the V Guide is aligned with the center
  grove on both Cassette Pulleys
- Lay the cassette back down on its belted side taking care not to allow it to roll.
- 3. Loosen the 8 Tension Locking Bolts (B).
- 4. Begin Applying pressure via the Cassette Tensioning Bolts (C), tension of the tensioning bolts needs to happen in small increments working one bolt at a time adding a little pressure with each until the leading edge of the Fixed end of the Cassette aligns with the noted Tension Ruler measurement from disassembly (A). This tension adjustment needs to be as close to exact as possible. If the tension was on the front edge of one line on the ruler you need to set all four points to the front edge of the same line. If your tension is not set equally the belt will not be able to track properly and cause uneven belt wear.
- 5. Once tension is set, and all four Tension rules on each Cassette match, tighten down all 8 Tension Locking Bolts (B) with a 7/32" hex key until the split washer is fully compressed.
- 6. Repeat the process for the second Cassette.



## Cleaning the Cluster Bucker



This machine will perform at its best when cleaned after each use. The machine is built to wash-down rated specifications, but some procautions need to be adhered to.

This guide is broken out into two main sections, Daily Clean and Deep Clean.

- Daily Clean is directing the user to keep the belts and visible components clean and
  free of debris, but it is not a process that will meet most facility compliance standards.
- Deep Clean will direct the user to fully clean and visibly inspect all components of the
  machine. It is focused on meeting compliance throughout all facilities. A deep clean is
  required when material is building up within the cassette and pulleys.

It is up to the user and management team to determine what cleaning processes work within each facility to meet compliance standards.

### **Daily Clean**

This cleaning process will provide clean surfaces, belts and internals. This process will not meet GMP compliance for some facilities. The Cluster Bucker will also require a Deep Clean on a regular basis. It is up to the user and management team to determine a cleaning procedure that meets regulations pertinent to each facility.

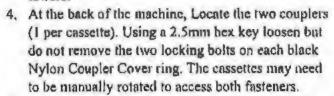
#### Tool List:

- 2.5mm Hex key
- 3/8" Hex key (Depending on mode) -3/4" wrench or socket may be needed instead of a hex key)
- Simple Green Crystal, or a citrus based clenner in a spray bottle.
- 70% Isopropyl alcohol in a spray bottle Do not use on Belts
- · Stiff Plastic Bristle Brush
- Lint Free Towels or Shop Towel
- Rubber Gloves

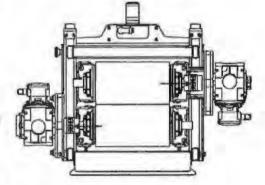
- 1. Make sure that the machine is turned off and unplugged.
- 2. Remove all shielding and faceplate (see section "Shielding" & "Faceplate" for instructions on removal)
  - CAUTION Shields are made of steel and need to be handled carefully due to their weight. Additional persons may be needed to handle these parts to prevent dropping the shield and possibly causing injury.

#### Shield Removal order of operations

- 5) Rear Shield
- 6) Top Shield
- 7) Left or Right-Side Shields
- 8) Faceplate
- 3. Locate the Suspension Rule located on each Suspension Tower and note the position of the suspension Force Plate. The position of the Force Plate will be used when Re-applying pressure at the end of the cleaning process. Also, locate the four suspension adjustment bolts at the top of each Suspension Tower. Back the suspension pressure off the Upper Cassette by rotating the Pressure Bolt clockwise using and 3/8" hex key or a 3/4" hex wrench until the force plate is at the top of the rule but still visible. Repeat this process on all four suspension towers.



- Once loose, slide both black Nylon Coupler Cover rings towards each motor leaving them resting on the outermost coupler cog out of the way.
- The green Flex Element can then be removed by finding the split and then peeling the teeth out of the Coupler Cogs.
- 7. The Belts should now roll easily by hand.
- 8. Spray Simple Green Crystal or a citrus based cleaner on all belt surfaces, rolling the belts by hand to ensure full coverage. Allow the belt to sit with cleaner while you wipe down other parts of the machine.



## Blower or Compressed Air

A blower or compressed air is a good solution to remove the majority of materials from the internals of the machine prior to wiping down all components.

- 9. Use 70% alcohol in a spray bottle, Simple Green Crystal, or a citrus based cleaner, to spray and wipe off all dirty metal components: (Do not spray the Belt with the 70% alcohol)
  - a. Upper Frame
  - b. Motor and Coupler components
  - c. Cassettes side plates and Bearings
  - d. Lower Frame
  - e. Shield Panels and Faceplate & Die Plate
- 10. Use a stiff bristle brush to scrub, then rotate belts on the cassettes by hand and repeat with additional Simple Green Crystal or a citrus based cleaner. It is best to clean Cassettes at either end, not spraying and scrubbing the top of the Cassette due to cleaning solution pooling internally in the Cassette.
- 11. Do the same for any debris that is left on the metal components listed above.
- 12. Once everything has been scrubbed down, apply 70% alcohol to a clean mg and make a final wipe down of all metal components. Also, wipe any remaining cleaning residue from Belts with a water-soaked fint-free towel or shop towel.
- 13. Properly dry the machine and apply a thin coat of Food Grade Grease to the exposed Drive Shafts to prevent corrosion.
- 14. After cleaning, reinstall the Green Elements on each of the two couplers, and apply food grade grease to these to extend life. Slide the black nylon Coupler Cover Ring back over the green elements aligning the notches and centering to ensure easy fastener placement. Then tighten and lightly torque the two fasteners on each Coupler Cover.
- Re-apply pressure to the cassettes by rotating the four Suspension Adjustment Bolts <u>counterclockwise</u> to the previously noted position.
- 16. Re-install all Shielding ensuring that Thumb Screws are hand tight. (see section "Shielding" & "Faceplate" for instructions on removal)

#### Shield Installation order of operations

- 1) Faceplate
- 2) Left or Right-Side Shields
- 3) Top Shield
- 4) Rear Shield

#### Pressure Washers

Use of a pressure washer is not recommended for daily cleaning of the machine. A periodic deep clean with a pressure washer will

keep the machine tunning properly, while not creating additional wear on the components.



Deep Clean

This cleaning process will provide a full breakdown of Cassettes and access to all interior components for thorough cleaning and inspection. This process is intended to meet GMP compliance for most facilities. It is up to the user and management team to determine a cleaning procedure that meets regulations pertinent to each facility.

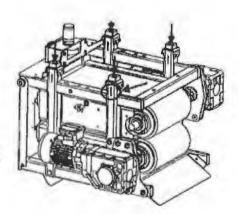
WA TRULE - Unexpected energization or startup of the equipment is controlled by
unplugging the equipment from the energy source; The plug is under the exclusive
control of the employee performing the servicing or maintenance.

#### Tool List:

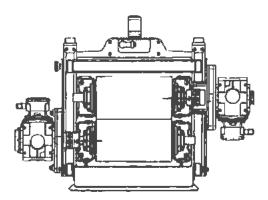
- 2.5mm Hex key
- 7/32" Hex key
- 3/8" Hex key (Depending on model -3/4" wrench or socket may be needed instead of a hex key)
- Variable height workbench makes removal of Cassettes and cleaning easier.
- Simple Green Crystal, or a citrus based cleaner in a spray bottle
- 70% Isopropyl alcohol in a spray bottle Do not use on Belts
- Stiff Plastic Bristle Brush
- Lint Free Towels or Shop Towel
- Rubber Gloves
- Make sure that the machine is turned off and unplugged.
- Remove all Shielding and Faceplate (see section "Shielding" & "Faceplate" for instructions on removal)
  - CAUTION Shields are made of steel and need to be handled carefully due to their weight. Additional persons may be needed to handle these parts to prevent dropping the shield and possibly causing injury.

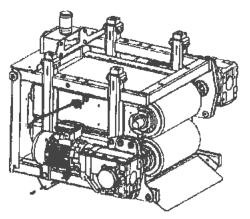
#### Shield Removal order of operations

- 1) Rear Shield
- 2) Top Shield
- 3) Left or Right-Side Shields
- 4) Faceplate
- 3. Locate the four Suspension Pressure Adjustment Bolts at the top of each Suspension Tower. The position of the Force Plate will be used when Re-applying pressure at the end of the cleaning process. Buck the suspension pressure off the Upper Cassette by rotating the Suspension Pressure Adjustment Bolt clockwise using and 3/8" hex key or a %"



- box wrench or adjustable wrench until the Force Plate is at the top of the rule but still visible. Repeat this process on all four Suspension Towers.
- 4. At the back of the machine, Locate the two Couplers (1 per Cassette) using a 2.5mm hex key loosen but do not remove the two locking bolts on each black Nylon Coupler Cover ring. The Cassettes may need to be manually rotated to access both fasteners.
- Once loose, slide both black Nylon Coupler Cover Rings towards each Motor leaving them resting on the outside Coupler Cog out of the way for Cassette removal.
- The green Flex Element can then be removed by finding the split and then peeling the teeth out of the Coupler Cogs.
- Remove all 4 Cassette Locking Bolts 2 per side with a 7/32" hex key and set aside
- Remove Upper and Lower Cassettes (See Cassettes -Cassette Removal)
- Remove Belts from the Cassettes (See Removing belts from Cassettes)





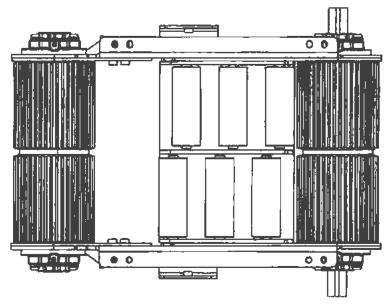
### Blower or Compressed Air

A blower or compressed air is a good solution to remove the majority of materials from the internals of the machine prior to wiping down all components.

#### Deep Cleaning

After removing Cassettes from the machine and removing Belts from the Cassettes you can now access everything necessary for a deep clean.

All metal parts and the Cassette Pulleys can be cleaned with up to 70% Isopropyl Alcohol. The Belt material must not be cleaned with alcohol. If Isopropyl Alcohol is used on your Belts the Warranty will be voided.



- 1. Sprny Simple Green Crystal or a citrus based cleaner on all Belt surfaces. Allow the belt to sit with cleaner while you wipe down other parts of the machine. Re-apply as product dries to let the citrus cleaner continue to break down material build-up.
- 2. Use 70% alcohol in a spray bottle, Simple Green Crystal, or a citrus based cleaner to spray and wipe off all dirty metal components: (Do not spray the Belt with the 70% alcohol)
  - Upper Frame
  - b. Motor and Coupler components
  - c. Cassettes side plates and Bearings
  - d. Lower Frame
  - e. Shield Panels and Faceplate & Die Plate
  - f. All Cassette parts including Bearings, Shafts, and Pulleys
- Use a stiff bristle non-metal brush to scrub Belts and repeat coatings with additional Simple
  Green Crystal or a citrus based cleaner until clean. Make sure all material buildup between
  the teeth on the inside of the Belt has been removed and the teeth are free and clear of any
  debris.
- 4. Additionally, scrub off any debris left on the metal components listed above. Take additional time to clean and remove any material within the teeth of the pulleys.
- 5. Once everything has been scrubbed down, apply 70% Isopropyl alcohol to a clean rag and make a final wipe down of all metal components.
- 6. A final rinse with clean water of the Belt will remove any remaining residue
- Properly dry the machine and apply a thin coat of Food Grade Grease to the exposed Drive Shafts to prevent corrosion.

#### Pressure Washers

The entire machine may be washed using water from a hose. The Cassettes, Faceplate, Shielding, Die Plate, and Frame may be cleaned using a high-pressure washer. Do not direct a high-pressure stream at any electrical components, Control Buttons, Control Panel, Motors, Cables, Belts, or Bearings.

Improper use of a pressure washer may cause damage to your machine.
 Avoid spraying directly into any electrical components, Control Buttons, Motors, Cables or Bearings.

Use of a pressure washer is not recommended for daily cleaning of the machine. A periodic deep clean with a pressure washer will keep the machine running properly, while not creating additional wear on the components.

• Properly dry and protect and inbricate all components of the machine after using a pressure washer for cleaning.

### Maintenance

General maintenance on the machine is minimal. The machine does have a few wear parts that the user needs to be aware of and maintain to keep the machine in good working order. When the Cluster Bucker is disassembled it is the best time to access the items that possibly need maintenance.

#### Lubrication

The Flange Bearings on the Cassettes will occasionally require greasing. Grease zerks are installed on each bearing for use with a grease gun. Due to the machine running at low speeds and low temperatures the machine does not use grease as quickly as other equipment.

Bearing Lubrication Intervals

- o High use situations (daily use, year-round) require the application of one grease pump per bearing every 3-4 months.
- Low to Moderate use situations (Seasonal use) requires the application of one grease pump per bearing 1 time per year.

Pump slowly; one grease pump will add enough grease for this application. One of the primary causes of bearing damage is over greasing.

- Damage can occur to the bearing seals if they are over-greased.

Recommended Food Safe Lubricant: Lubriplate FGL-2 - product number L0232

## Reinstallation of Components

- 1. Reinstall Belts on Cassettes (Sec Reinstalling Belts on Cassettes)
- 2. Layout of Cassettes for Re-Installation (See Layout of Cassettes for Re-installation)

## Cassette Pre-Installation Checklist

The following checklist is to help the installer ensure all parts of the Cassettes have been reassembled correctly. Please go through this checklist on each Cassette individually.

- · Belt is centered in the Cassette and sitting in the Pulley Groove
- All 4 Tension Rules are set up equally and the setting is exactly the same as was noted at disassembly
- · All 8 tension locking bolts are tight, and the lock washers are flat
- · Coupler Cog remained installed
- 3. Reinstall Lower Cassette (See Lower Cassette Installation)
- 4. Reinstall Upper Cassette (See Upper Cassette Installation)
- 5. Reinstall Couplers (See Coupler Removal and Installation)
- 6. Re-apply Suspension Pressure (See Re-applying Suspension Pressure)
- 7. Re install Faceplate (See Faceplate Installation)
- 8. Re-install all Shielding ensuring that Thumb Screws are hand tight.

#### Shield Installation order of operations

- a. Left or Right-Side Shields
- b. Top Shield
- c. Rear Shield

## **Cluster Reassembly Checklist**

The following checklist is to help the installer ensure all parts of the Cluster have been reassembled correctly. Please go through this checklist only after the Faceplate and Shielding has been reinstalled.

- Upper Cassette Track Lifting Fastener and Washer have been removed fully and placed in the storage position on the Frame.
- The Lower Cassette is positioned above the Lower Cassette Track Flanges
- · The Upper Cassette is positioned Below the Upper Cassette Track Flanges
- Each Cassette is inserted so the rear Cassette Flange is aligned with the rear Cassette track Flange
- Each Cassette is seated and flush against the Cassette Track on all 8 Locating Pins (16 total Locating Pins on 2 Cassettes)
- Cassette Locking Bolts have been re installed and tightened to flatten the lock washer
- · Coupler elements have both been re-installed
- Coupler Element Nylon Covers have both been reinstalled and the two fasteners on each are hand tight
- · Suspension pressure has been re-applied to the desired setting

License Type: Cultivator

Attachment to Exhibit 14, Section 14.2

License Type: Cultivator

#### Test the Machine

With the Faceplate installed and all checklists having been completed, a test run of the machine will ensure that everything is functioning properly. Be absolutely sure that all tools and persons are clear of the equipment.

- Unexpected energization or startup of the equipment is controlled by unplugging the equipment from the energy source; The plug is under the exclusive control of the employee performing the servicing or maintenance.
- 1. Ensure Faceplate and Die Plate are installed
- 2. Ensure all Previous Checklists have been completed
- 3. Ensure all persons and tools & Equipment are away from the machine
- 4. Turn on the machine
- 5. Check both Couplers to be sure they are operating correctly
- 6. Check Each belt to ensure it is tracking straight within each Cassette
- 7. Test the Speed adjustment knob by rotating it while the machine is running from 0-10.
- 8. Test Emergency Stop Button while machine is running. Then disengage the engaged Emergency Stop Button
- 9. Turn off Machine

## Storage

This machine must be cleaned before storage and stored in a clean and dry environment. Issues arising from improper storage are not covered under warranty.

## Compliance

#### Current Good Manufacturing Practices (cGMP) Compliance

MUNCH MACHINE Bucking equipment supports compliance to cGMP requirements through the use of food-grade materials for the portion of the machine that contacts the usable plant material. Detailed use and cleaning instructions are provided with the equipment to assist plant growers and harvesters in developing their internal cGMP procedures.

## **Limited Warranty**

We warrant for 5 years from purchase date and only to the original buyer (Buyer) that our products (Products) are free from defects in material and workmanship. If Buyer discovers a defect, the Product will be repaired or replaced at our discretion. That is the extent of our liability and obligations under this Warranty and, upon expiration of the applicable warranty period, all such liability and obligations shall terminate. We reserve the right to require proof of purchase for all warranty claims.

#### WARRANTY EXCLUSIONS:

We do not warranty Products against normal wear and tear (such as rubber rollers, belts bearings, or tire wear, etc.), unauthorized modifications or alterations, improper use, improper maintenance, accident, misuse, negligence, damage, or if the Product is used for a purpose for which it was not designed. This Warranty gives you specific rights, and you may also have other rights which vary from state to state. Except for expressly stated in this Warranty, we shall not be liable for direct, indirect, consequential, incidental, lost profits, lost revenue or failure to realize expected savings, as well other damages arising out of, or resulting from the/your choice to use and the use of the Product. This Warranty is in lieu of all other warranties, express or implied, including, but not limited to, implied warranties of fitness for a particular purpose (some states do not allow the exclusion or limitation of incidental or consequential damages or allow limitations on the duration of an implied warranty, so the above exclusions may not apply to you).

## **Customer Service**

Phone:

541-371-2825

Email:

Info@MunchMachine.com

Mailing Address:

Frazer Industries, LLC DBA: MUNCH Machine PO Box 6764 Ketchum, ID 83340

## **Technical Specifications**

Height	57,6"	146.3cm
Width	37"	94cm
Depth	45"	114.3cm
Weight	650 lbs	295kg
Telephonology (Manager Committee Com	THE I SAY I MANAGED AND A STREET OF STREET STREET STREET STREET	THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS O
Power Requirements	and a second second and a second seco	U v v v v v v v v v v v v v v v v v v v
240V Model	Volts / Hz / Circuit / Amp Draw	240V / 60Hz / 30A / < 20Amps
Circuit Compatibility		cuit Incompatible with GFCI Circuit
Max Breaker Size	30	Amp
GFCI Compatible		No
Generator Compatible		IA L14-30 R - required)
Connector Plug	the contract of the contract o	A L14-30P
Accessory Power		10 Amp
Accessory Plug		IA 5-15R
Duty Cycle		hinuous
UL Certified		Yes
CSA Certified		Yes
Components		
Motor	Dual 1HP Lenze	Dual 745.7 Watt Lenze
Control Box		and Water Resistant
Power Cord and Plug	50'	15.24m
Hood	A section of the sect	wder Coated Steel
Frame	and the second s	wder Coated Steel
Face Plate	304 Stainless Sto	ed, GMP Compliant
Die Plate	304 Stainless Ste	el, GMP Compliant
Belt	Food Gr	rade Rubber
Shaft	1.25" Steel	3.2mm Steel
Coupler	Rexnord \	Wrap Flex 5R
Bearings	Seal Maste	er FDA Grease
Casters:		
Indoor / Outdoor	8" Swivel lock	20 cm Swivel Lock
Shipping Crate Dimensions		
(Icight	65"	165cm
Width	40"	102cm
Depth	48"	122em
		230 - 331
	350lbs / 1000lbs	159kg / 454kg
Weight / Shipped Weight	350lbs / 1000lbs Made of Reinforced 3/8" Plywood	159kg / 454kg Made of Reinforced 9.5mm Plywood

Shimadzu Testing Equipment

December 9, 2021

Shimadzu Scientific Instruments, Inc 5429 Beaumont Center Blvd Tampa, FL 33634

Attention: Colin Kelley, Member,

Re: Alabama Cultivation Facility Project

Dear Colin:

In furtherance of the cultivator license application to be submitted by Gulf Shore Remedies LLC (the "Applicant") to the Alabama Medical Cannabis Commission (the "Commission"), Shimadzu Scientific Instruments, Inc. has reviewed your proposed plans for the purchase of Shimadzu Scientific Instruments, Inc.'s i-series HPLC Cannabis Analyzer for potency determination of cannabis matrices for use at your cultivation facility (the "Facility"), pending the issuance of a medical cannabis cultivation license by the Commission (the "License").

Based on the information provided by the Applicant and Shimadzu Scientific Instruments, Inc.'s preliminary review of the equipment proposed for the proposed facility, Shimadzu Scientific Instruments, Inc. intends to offer for purchase Shimadzu Scientific Instruments, Inc. i-series HPLC Cannabis Analyzer for Potency (the "Equipment") to the Applicant upon such terms and conditions to be agreed to by Shimadzu Scientific Instruments, Inc. and the Applicant, subject to the issuance of the License.

If you have any further questions, please feel free to contact (authorized Shimadzu Scientific Instruments, Inc. sales agent Amanda Hayes, akhayes@shimadzu.com, and 850-426-3293).

Sincerely,

Amanda Hayes Sales Representative

Shimadzu Scientific Instruments, Inc.

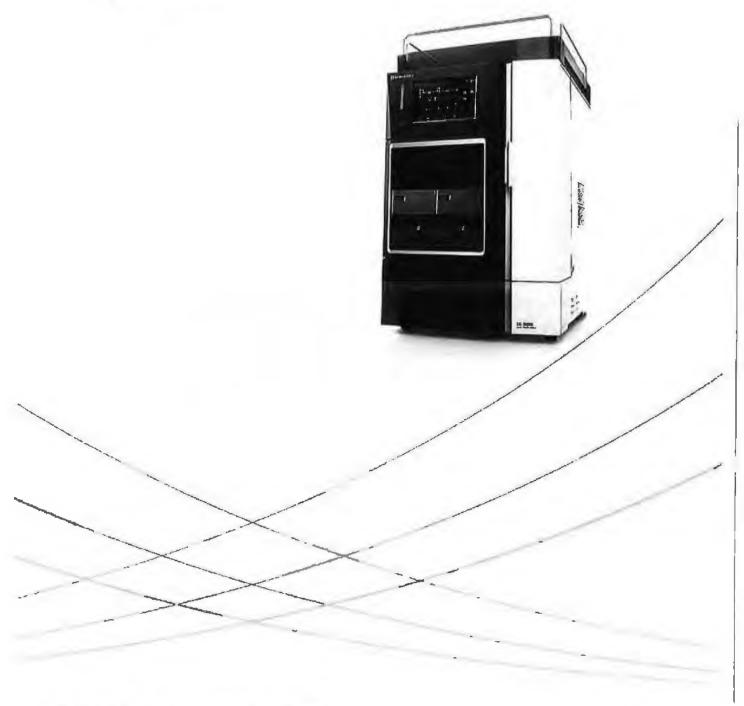
C196-E099



High Performance Liquid Chromatograph

# i-Series

**Specifications** 



## **Maximum Reliability and Stability**

— Fundamental functions assure analysis results —



Advanced



#### Use of Multiple Detectors Expands Application Range

In addition to the UV-visible (UV/VIS) absorbance detector or photodiode array (PDA) detector included as standard, a fluorescence detector or differential refractive index detector can be added.

#### Excellent Baseline Stability Unaffected by Circumstances

The UV/VIS detector and the PDA detector employ dual-temperature control (TC-Optics and flow cell) and provide measurements with a stable baseline hardly affected by room temperature fluctuation.

#### Supports High-Speed Multi-Analyte Processing

A 14-second injection cycle meximizes the number of samples that can be processed.

Moreover, a total of 1536 samples can be accommodated in right and left sample racks.

#### **Autosampler Enhances Data Reliability**

Excellent reproducibility for injection volumes less than 1 µL, wide linearity range and ultra-low carryover (c0.0025%) improve the reliability of data, especially for analyses of precious biological samples and direct analyses of concentrated samples.

#### Open Access Sample Placement

A direct access mechanism on sample racks allows the user to place the sample on racks that are not involved in sample injection even during analysis.

Furthermore, racks can be shared by multiple analysts, without interrupting the analysis of samples placed by others. Overall, this function enhances work efficiency.



#### System Monitoring via Smart Devices

System status and chromatograms can be viewed remotely from smart devices and home computers. Situations can be checked without needing to visit the laboratory.



Window on a Smersphone



#### Refined Usability

Control panel with a color LCD touch panel allows anyone to operate the instrument, regardless of experience level. Easily and reliably perform routine maintenance following on-screen instructions.

#### Displays Chromatogram In Real Time

The chromatogram real-time monitor allows the user to immediately confirm the success or failure of data, even in a computer-less laboratory environment.

#### Large-Capacity Column Oven Supports Up to 90°C

The Forced-eir circulation method enhances column temperature stability. Maximum operating temperature of 90°C allows high-temperature analyses such as sugar analysis. Moreover, three 300 mm long columns or six 100 mm long columns or six 100 mm long columns can be accommodated.

#### Quaternary Solvent Delivery Unit

A 10 µL micro plunger ensures accurate quaternary gradient delivery. Optional reservoir switching valve further extends the solvent selection to seven so that the solvent for the flow path rinsing can be set.

#### Auto Shutdown Function Reduces Power Consumption

After analysis is complete, the auto shutdown function minimizes power consumption in standby mode and can reduce power consumption by at least 95% compared to normal standby mode.

#### Compact Footprint

The I-Series brings together all the functions required for LC analysis in an integrated form. With its space-raving design, which is only 410 mm wide, three units can be installed on a jaboratory bench compared to only two comparable instruments from other companies. The instrument footprint does not change even if another detector is installed.

## **Specifications**

	Model	LC-2050 UV model without sample cooler	LC-2050C (UV model)	LC-2050C 3D (PDA model)	LC-2050C LT (detector-luss)	LC-2050C (UV model)	LC-2050C 3D (PDA model)	LC-2060C 3D MT (PDA model)		
	P/N	5228-65820-58	5228-65821-58	\$228-65822-58	\$228-65823-58	5228-65824-58	5228-65925-58	5228-65826-5		
	Degassing unit		) µL)							
	Pumping method	Parallel-type double plunger								
	Pulsation	≤ 0.1 MPa (1.0 mL/min,10 MPa, Water)								
	Flow rate setting range	0.0001 to 10 ml/min								
	Flow rate securacy	(0	.01 to 2 mL/min,	elow whichever is Specified condition 2% pecified condition	(0,01 to 2 mL/m) ≤±2% or ≤±2	uL/min, below Whi n,1 to 40 MPa, Spu uL/min, below Whi n, 40 to 60 MPa, Sp	ecified condition) chever is greater			
1	Flow rate precision		<	0,06 %RSD or < 0	.02 minSD, below	whichever is grea	ter			
- 1	Configuration				vent low-pressure		····			
Pump	Gradient / range of set concentrations			O to	100%, in 0.1% s	leps				
	Gradient / concentration accuracy		#(	0.5% (0.1 to 2 mL)	min, 1 to 20 MPa,	Specified condition	ord .			
	Gradient / concentration precision			40.1% († ml/s	nin,10 MFa, Speci	fied condition)				
	Maximum pressure		50 MPs (0.000 22 MPs (5.000	1 to 5 (nL/min) 1 to 10 mL/min)	70 MPs (0,0001 to 3 mL/min) 44 MPs (3,0001 to 5 mL/min) 22 MPs (5,0001 to 10 mL/min)					
	System Delay Volume			0 pL 1 pL, 1100 pL)	450 (Option: 650	) pL pL, 1100 pL)	505 pl. (Flow path 1) 765 pl. (Flow path 2)			
	Injection method	arrangement of the second		Total-	volume sample inj	ection				
ĺ	injection volume accuracy				1% (50 pL, N ≈ 10	))				
	Injection volume setting range	(Option		100 pL to 500 pL, 1 to 2,0	(Option: 0.1 to 1	0.1 to 50 pt 00 pt, 1 to 500 pt	l, 1 to 2,000 µl)			
Autosampler	Injection volume reproducibility	RSD < 0.20% (5.0–2000 µL) RSD < 0.25% (2.0–4.9 µL) RSD < 0.5% (1.0–1.9 µL) RSD < 1.0% (0.5–0.9 µL)								
3	Cross-contamination			0.0025% (	Caffeine, Specified	condition)				
빏	Injection cycle time	Min. 14 sec (Specified condition)								
٩	Samples for processing			336 (1 mL), 216	(1.5 mL), 112 (4 m	L), 4 (MTP/DWP)	311011 1413			
	Sample cooler	Not included 4 to 45°C (Room (emperature needs to be 30°C or lower and the humidity 70% or less to go down to 4°C. Room temperature needs to be 15°C or higher to go up to 45°C.)								
	Injection linearity			9999 ecified condition)	ς (1 to 100 μL,	> 0.9999 pt, Standard Samp pecified condition > 0.9999 100 pt Sample Le pecified condition	), 10p (Option),			
	Heating and cooling mathod			Force	d air circulation m	ethod				
-	Containable column		6 piec	cer at 10 cm max.,	3 pieces at 10 to	30 cm		2 pieces at 10 to 30 cm		
Column Oven	Temperature control	Moom temperature 12 to 90°C, Setting range 4 to 90°C								
Colu	Temperature control precision				±0.1°C					
	Temperature stability			±0.8	'C (Specified cond	ilion)				
	Flow rate switching yalve			Man	1 рс			Not allowed		

	A management of the second						
	Model	LC-2050 (UV mode) (without sample cooler)	LC-2050C (UV model)	LC-2050C (UV model)			
	P/N	5228-65820-58	5228-65821-58	5228-65824-58			
T	Wavelength range		190 to 700 nm				
	Spectral bandwidth		8 nm				
	Wavelength accuracy		≤ ±1 nm				
	Wavelength reproducibility	≤ ±0.1 nm					
Г	Noise level	≤±2.5 × 10 <sup>-6</sup> AU, (250 nm, Specified condition)					
	Drift	≤ t00 × 10 <sup>-+</sup> AU/h (250 nm, Specified condition)					
	Simultaneous monitoring of 2 wavelengths	Enable (Any 2 wavelengths of 190 to 370 nm or 371 to 700 nm)					
Г	Linearity	Uρ to 2.5 AU (5%) Uρ to 100 Hz Deuterium (Dr) lamp					
	Sampling rate						
	Light source						
	Flow cell	12 µL (10 mm,	TC), 12 MPa	8 µL (10 mm, TC), 12 MPa			
	Option cell	High-Speed: 8 µl Semi-micro: 2.5	Conventional: 12 pt (10 mm, TC), Semi-micro: 2.5 pt (5 mm, TC)				

	Model	(PDA model)	(PDA model)	LC-2060 C 3D MT (PDA model)			
	P/N	5228-65822-58	5228-65825-58	\$228-65825-58			
Ī	Wavelength range		190 to 800 nm				
	Spectral resolution		1.4 nm (Spedfled condition)				
	Silt width		1.2 nm, 8 nm				
	Device resolution		0.6 rim/plxel				
etector	Number of photodiode array elements	1024					
	Wavelength accuracy	\$ <b>\$</b> 1 am					
П	Noise level	≤ ±3 × 10 <sup>-6</sup> AU (250 nm, reference: 350 nm, Specified condition) ≤ 500 × 10 <sup>-6</sup> AU/h (250 nm, reference: 350 nm, Specified condition) Up to 2 AU (5%) Up to 100 H7 Deuterium (D;) lamp (Standard), tungsten (W) Jamp (option)					
5	Drift						
ſ	Linearity						
	Sampling rate						
[	Light source						
ĺ	Flow cell	10 µL (10mm, TC), 12 MPa	8 µL (10 inn	n, TC), 12 MPa			
ľ	Option cell	High-Speed: 8 μL (10 mm, TC), Conventional: 10 μL (10 mm, TC), Semi-micro; 2.5 μL (5 mm, TC)					

	Model	LC-2050 UV model without sample cooler	LC-2050C (UV model)	LC-2050C 3D (PDA model)	LC-2050C LT (detersor-less model	LC-2060C (UV model)	LC-2060C 3D (PDA model)	LC-2060C 3D MT (POA model)		
	P/N	5228-65820-58	5228-65821-58	5228-65822-58	S228-65823-58	5228-65824-58	5228-65825-58	5228-65826-58		
	Dimensions	W410×H605×D500 mm (Not including reservoir (ray height)								
5	Weight	58 kg	63 kg		53 kg	63	kg	64 kg		
eor	Available pH range	I to 13								
Miscellan	Materials for parts in contact with liquids	Stainless steel (SUS316L, SUS316), FEP, PEEK, PTFE, perfluoroelastomer, ruby, sapphire, Hastelloy <sup>e</sup> C, GFP, ceramic, PFA, quartz, PPS Hastelloy C, UHMWPE, ceramic, PFA, quartz, PPS								
	Workstation	LabSolutions" LC/GC Ver.5.103 or later, LabSolutions DB/CS \				6.103 or later (Inc	compatible with Lo	solution")		

## **Optional Detector Specifications**

#### RID-20A



	R(D-20A (\$228-65305-58)
Reflective index measurement range	1 to 1.7\$ RIU
Noise level	s 2.5 nRIU
Drift	≤ 0.1 µRIU/h
Range	A mode: 0.01 to ≤00 μR/U P and L modes: 1 to 5000 μR/U
Response	No litering, 0.05 to 10 sec, 11 steps
Polarity switching	With a switch
Zero adjustment	Auto zero, auto optical zero, baseline shift functions
Maximum operating	20 inLinks (150 inLinks with an uption)
Temperature control of cell unit	30 to 60°C (0.01°C steps)
Cell capacity	9 µ L
Material in contact with liquid	SUS3 16L, quartz, PIFE, AliO1, ETFE
Maximum operating pressure	0,4 MPA (4 lugf/cm²)
Operating temperature range	4 to 35°C
Dimensions and weight	W260 x D420 x H140 mm, 12 kg

Note: Hexafluoroisopropanol (NFIP) cannot be used as the mobile phase

#### RF-20A/RF-20Axs



	RF-20A (\$228-65304-58)	RF-20Axs (\$228-65305-58)			
Light source	Xenon lamp	Xenon lamp, low-pressure mercury lam (To check wavelength accuracy)			
Wavelength range	0, 200 to 650 nm	0, 200 to 750 nm			
Spectral bandwidth	20	0 nm			
Wavelength accuracy	±	2 Mm			
Wavelength precision	±0.	.2 nm			
S/N	Water Raman peak 5/N 1200 min. Low background S/N > 9000	Water Raman peak 5/N 2000 min Low background 5/N > 12000			
Cell capacity	12 pt., 2 MPa (approx. 20 kgf/cm²), SUS316L, PTFE (fluororesin), quartz				
Cell temperature control range	<u> </u>	4 to 40°C, 1°C steps			
Cell temperature setting range		(Roam temperature + 10°C) to 40°C			
Functions	Four-wavelength detect	liun, wavelength scanning			
Safety measures	Liquid-leakage sensor				
Operating temperature range	4 لن 35°C				
Olmensions and weight	W260 x D420 x H210 mm, 16 kg	W260 x D420 x H210 mm, 18 kg			

#### ELSD-LT III



	ELSD-LT III (5228-65900-58)	
Nebulizing Method	Siphon splitting	
Light Source	Semiconductoriaser	
Detector	Photodiode	VIII
Temperature Setting Range	Foom temperature to 100 °C	
Nebulizer Gas	Air or nitrogen	
Mobile Phase Flow Rate (Standard Nebulizer)	0.2 to 2 mL/min	
Operating Temperature Range	4 to 35 °C	
Operating Humidity Range	20 ka 65 %	
Dimensions and weight	W 250 × D \$30 × H 330 mm, 15.5 kg	

<sup>\*</sup> Supply gat at a pressure of about 350 kPa. An air compressor may also be used. A filter (B/N: \$278-45528-92) is also available for illusing but moisture and other malter from the compressor.

## **Main Optional Accessories**

#### **Solvent Delivery Units**

Part Name	P/N	Description
FCV-11AL	\$228-65611-58	This is the mobile phase selection valve (3 flow lines).  An FCV-11AL connection kit is required to connect to an FCV-11AL unit.
FCV-11ALS	5228-65610-58	This is the mobile phase selection valve (1 flow fine). An FCV-11AL connection kit is required to connect to an FCV-11AL unit.
FCV-11AL Connection Kit	5228-56249-41	This kit includes connector cables and other items necessary for connecting FCV-11AL and FCV-11ALS units.
780 µL Mixer Kít	5228-57313-41	This parts set includes a mixer and tubing for using TFA or other UV-absorbing substance as a mobile phase.
2 mL Mixer Kit	\$228-57313-42	This parts set includes a mixer and tubing for using TFA or other UV-absorbing substance as a mobile phase.
Compatible Volume System Kit	5228-57796-42	This kit decreases the system volume to 650 µt.
Low Volume System Kit	5228-57796-43	This kit decreases the system volume to 460 µL.

#### Autosamplers

Part Name	P/N	Description
SO µL Sample Loop	5228-56074-44	This sample loop is used for injecting 50 µL volumes. (Standard configuration parts of LC-2060)
100 µL Sample Loop	5228-56074-42	This sample loop is used for injecting 100 µL volumes. (Standard configuration parts of LC-2050)
Optional 500 µL Sample Loop	5228-45405-41	This increases the injection volume to 500 µL.
Optional 2 mL Sample Loop	5228-45405-42	This increases the injection volume to 2 mL.
UHPLC Fitting (set of 1)	5228-56867-41	Fitting for inlet to high-pressure capacity column
UHPLC Fitting (set of 10)	5228-56867-43	Fitting for inlet to high-pressure capacity column
Sample Rack	5228-55735-41	Additional sample rack
Plate for 1 mL Sample Vials (set of 2)	5228-56197-41	Plate used to place 84 1 ml. sample vials
Plate for 1.5 mL Sample Vials (set of 2)	\$228-50830-92	Plate used to place \$4 1.5 mL sample vials
Plate for 4 mL Sample Vials (set of 2)	5228-56197-42	Plate used to place 28 4 mL sample vials
Metal plate for 1.5ml Sample Vials (set of 1)	\$228-61615-42	Plate used to place 54 1.5 mL rample vials

#### Column Ovens

Part Name	P/N	Description
Column Clamp ASSY B5	5228-15617-91	This set of clamps is for adding a column with an outside diameter between 6.4 and 9.5 mm,
Column Clamp ASSY B8	5228-15617-92	This set of clamps is for adding a column with an outside diameter between 9.5 and 12.7 mm.
FCV-14AH	\$228-65614-58	Automatic column switching valve with 6 positions and 7 norts which is usable at a pressure of 34.3 MPa max.
FCV-34AH	5228-45185-41	Automatic column switching valve with 6 positions and 7 ports which is usable at a pressure of 100 MPa max.
FCV Mounting Kit	5228-55765-42	This parts kit is used to secure an FCV-14AH/ 34AH unit inside the column oven.
CMD	5228-37281-41	This column management device is used to record information about columns.
CMD Cable	\$228-39991	This cable is used to connect between the CMD and main units.

#### **UV Detectors**

Part Name	P/N	Description
Recycle Valve	\$228-56808-41	This low-pressure flow-line selection valve is used to recycle mobile phase.
Flow Cell for UV Detectors	5228-56167-41	This cell is compatible with conventional analysis. (Standard configuration parts of LC-2050)
UHPLC Cell for UV Detectors	5228-45621-41	This cell is compatible with UHPLC analysis. (Standard configuration parts of LC-2060)
Semi-Micro Cell for UV Detectors	\$228-45605-46	This cell is compatible with semi-micro analysis.

#### **PDA Detectors**

Part Name	P/N	Description
W Lamp ASSY for PDA Detectors	5228-57110-41	This assembly includes a tungsten lamp and its socket used for high-sensitivity analysis in the long-wavelength region.
Flow Cell for PDA Detectors	5228-42593-43	This cell is compatible with conventional analysis. (Standard configuration parts of LC-2050)
High-Speed Cell for PDA Detectors	5228-45618-54	This cell is compatible with fast analysis. (Standard configuration parts of LC-2060)
Semi-Micro Cell for PDA Detectors	5228-45605-47	This cell is compatible with semi-micro analysis.

#### Other Options

Part Name	F/N	Description	
Earthquake Reinforcement Kit	5228-56294-41	This kit is used to coinforce how the reservoir tray is attricined.	
L Mobile Phase Bottles (set of 5)	5228-38583-42	This is a set of five one-liter reservoir bottles for holding mobile phases.	
Optional Detector Attachment Kit	\$228-56245-41	This kil contains a top plate and reservoir tray for installing an additional detector	
Optional Optical Board	5278-55518-4)	This board is used to install additional connectors for opiscal link cobles, it is used to install fluorescence detector RF-2QA series and other detectors.	
Camera ASSY for Autosampler	\$228-55517-41	This camera is installed inside autosampters. It allows you to monitor the reactle action we the computer screen.	
Optional AD Board	\$228-55519-41	This is an analog-digital converter board. It is used to input the detector signal as an analog signal, such as when a non-Shimadzo detector is connected.	
Fouch Panel Protecting Sheet	5228-59212-41	Protecting sheet for touch penal.	
Upgrade Kit UV	5228-58993-41	Kit for upgrade from LC-2050 (UV model with sample coaler) to LC-2060.	
Upgrade XII PDA	\$228-56993-42	Kit for upgrade from LC-2050 (PDA model) to tC-2060.	
Smart Automation Kit (4-mobile phase)	5728-26004-44	This lot includes FCV-14AH for up to six columns switching and other parts	
Smart Automation Kit (7-mobile phase)	\$220-26004-43	This kit includes FCV-14AH for up to six columns switching, FCV-14AL for solvent delivery of sever mobile phases and other parts.	



- Automated support functions utilizing digital technologies, such as MJM, foll, and Artificial fotalligence (Al), that enable higher productivity and ineximum ret ability,
- Allows a system to monitor and diagnose tirels, handle any issues during date acquisition without user input, and automatically behave as if it were operated by an expert
- Supports the acquisition of high quality, seproducible data regardless of an operator's skill level for both routine and demanding applications.

At physical feralligence logo, LabSulus are and \$Csotishon, are (redeminds of \$6 iminity). Coregos) on Hastellay is a registered trader rule of Higrary International, Inc.



Shimadzu Corporation www.shimadzu.com/an/

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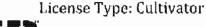
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Dri-Flower Drying Racks

Operations Manuals- Gulf Shore Remedies Cultivation Facility

Attachment to Exhibit 14, Section 14.2





November 11, 2022

#### Sent via email colln@meridacap.com

Gulf Shore Remedies LLC 12562 Mary Ann Beach Road Fairhope, AL 36532

Attention: Colin Kelley, Member

Re: Alabama Cultivation Facility Project

Dear Colin:

In furtherance of the cultivator license application to be submitted by Gulf Shore Remedies LLC (the "Applicant") to the Alabama Medical Cannabis Commission (the "Commission"), DriFlower, LLC ("DriFlower") has reviewed your proposed plans for the construction of a 14,280 square foot greenhouse facility (the "Facility"), pending the Issuance of a medical cannabis cultivation license by the Commission (the "License").

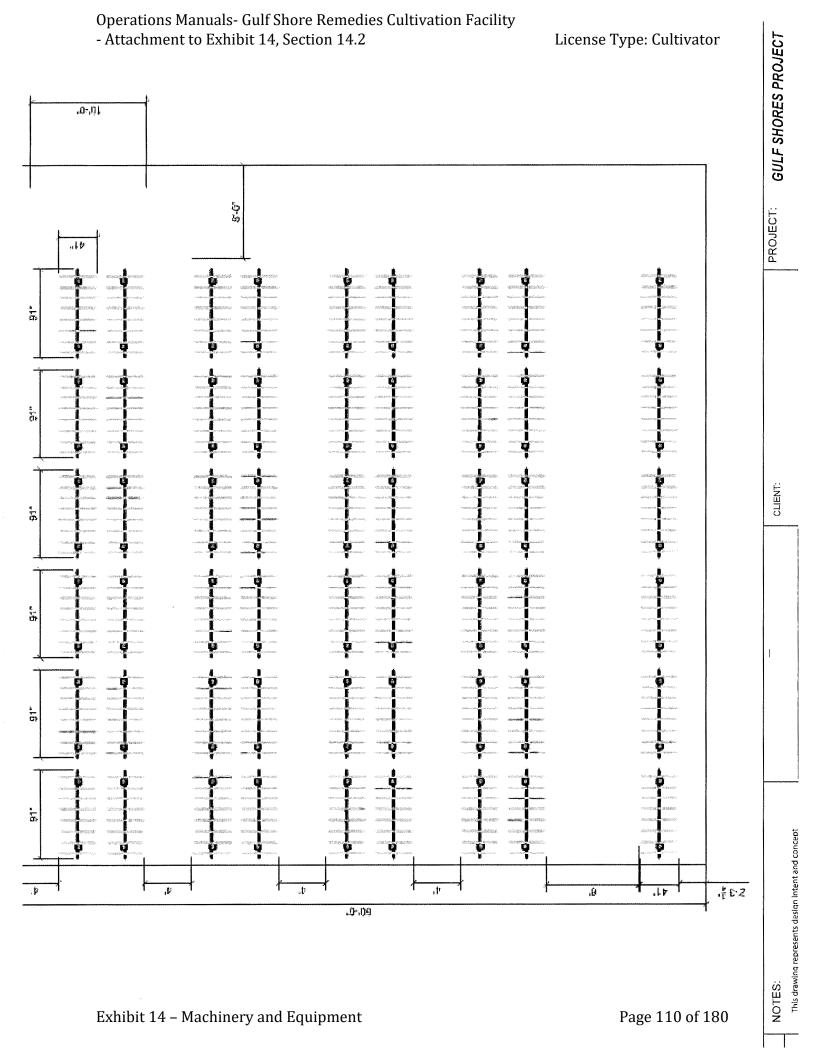
Based on the information provided by the Applicant and DriFlower's preliminary review of the dry rack requirements for the proposed facility, DriFlower intends to sell its dry rack equipment (the "Equipment") to the Applicant in such quantities and upon such terms and conditions to be agreed to by DriFlower and the Applicant, subject to the issuance of the License. The preliminary dry rack count/layout and specifications for the Equipment to be provided to the Applicant for use at the Facility are attached hereto.

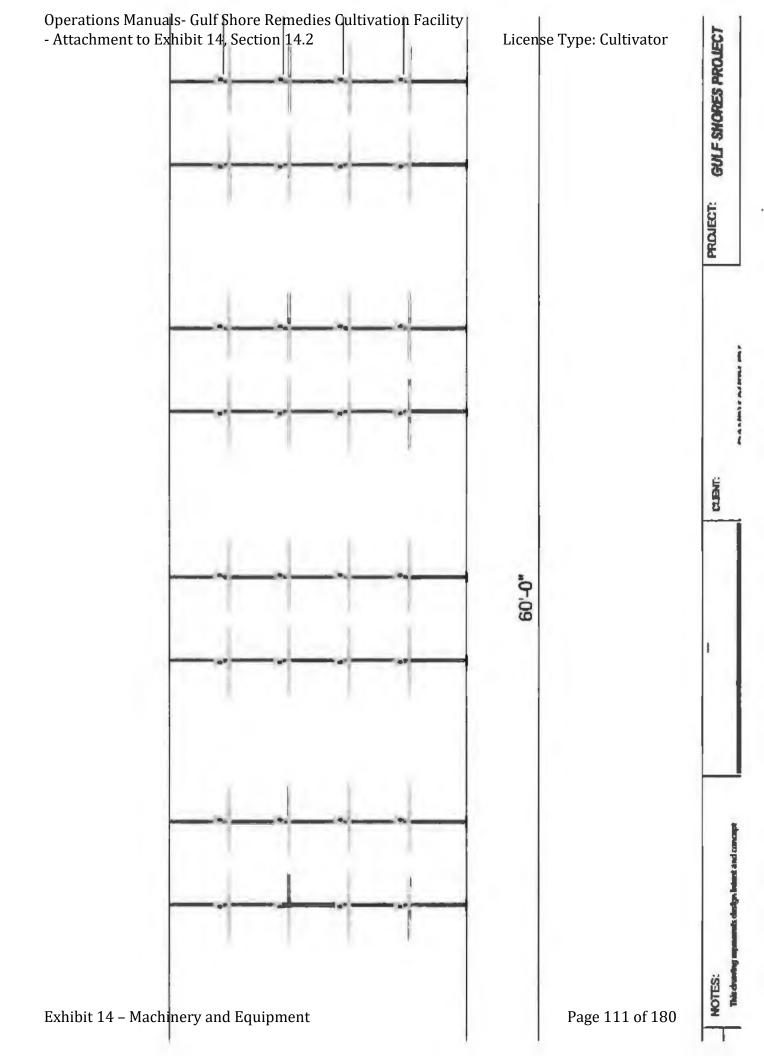
If you have any further questions, please feel free to contact the undersigned at <u>lay@driflower.com</u> or (541) 829-2125 cell.

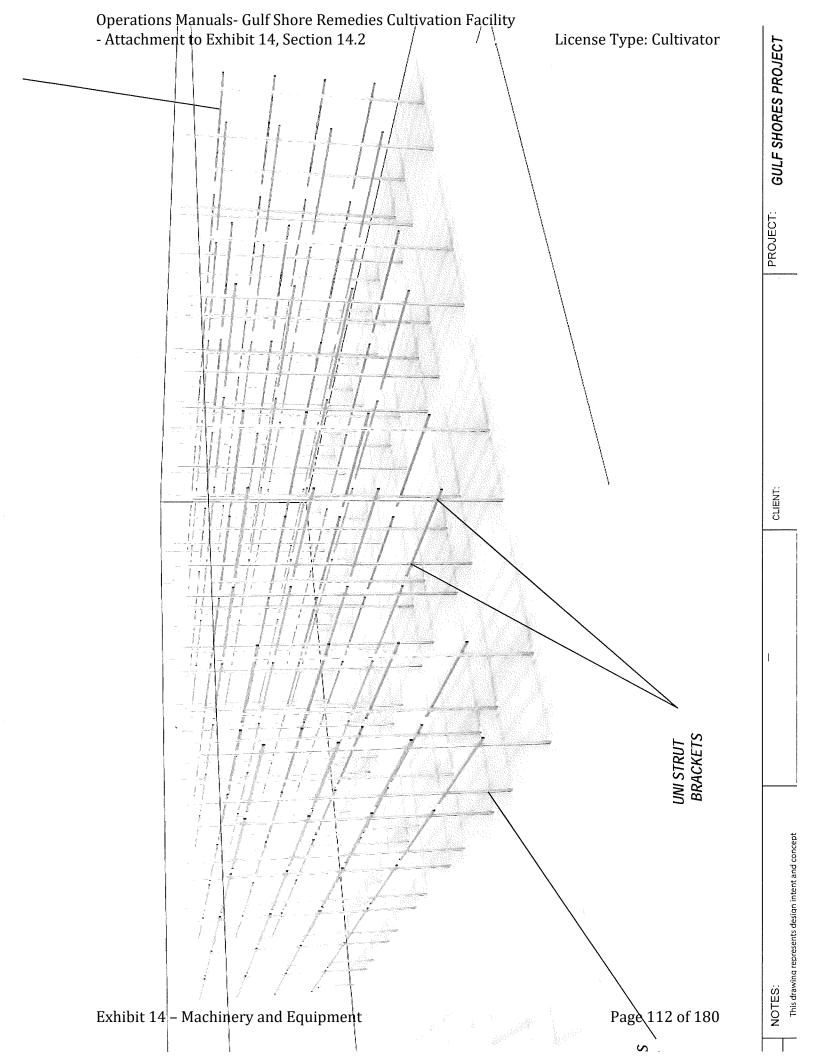
Sincerely,

Jay Larkins

CEO . DriFlower, LLC







Operations Manuals- Gulf Shore Remedies Cultivation Facility
- Attachment to Exhibit 14, Section 14.2 **GULF SHORES PROJECT** License Type: Cultivator PROJECT:

This drawing represents design intent and concept

NOTES.

**GULF SHORES PROJECT** 

PROJECT:

Mobile Fixture Walk-In Freezer

Attachment to Exhibit 14, Section 14.2

License Type: Cultivator



December 5, 2022

Dear Colin:

In furtherance of the cultivator license application to be submitted by Gulf Shore Remedies LLC (the "Applicant") to the Alabama Medical Cannabls Commission (the "Commission"), Mobile Fixture & Equipment Co., Inc. ("Mobile Fixture") has reviewed your groposed plans for the construction of a 14,280 square foot greenhouse facility (the "Facility"), pending the issuance of a medical cannabis cultivation license by the Commission (the "License").

Based on the information provided by the Applicant and our preliminary review of the refrigeration requirements for the proposed facility, Mobile Fixture to sell a 32' x 24', KPS Global walk-in freezer with 5" FusionFrame panels (the "Equipment") to the Applicant in such quantities and upon such terms and conditions to be agreed to by Mobile Fixture and the Applicant, subject to the issuance of the License. Product information and specifications for the Equipment to be provided to the Applicant for use at the Facility are attached hereto.

If you have any questions, please contact the undersigned at <u>dale.greenstein@mobilefixture.com</u> or (251) 342-0455 office.

**Sincerely** 

Mobile Fixture & Equipment Co., Inc.

Dale Greenstein
Senior Sales Representative

¶ 1155 Montlimar Drive Mobile, AL 36609

a 251 342 0455; 800 345 6458

A 251 342 3002

walne.donald@mobilefixture.com | www.mobilefixture.com

The FUSIONFRAME® system from KPS Global is the ideal solution for walk-in freezers because it truly offers the best of both worlds: the structural banefits of moisture absorption, condensation development and icing of the joint space. It extends the life of a walk-in by reducing the heat that flows through freezers wood combined with the insulative properties of foam. It reduces life cycle performance issues of the traditional wood frames by limiting vapor infiltration, by 50%, drastically enhancing thermal performance and energy savings.

8. Carbon footprint is reduced through a reduction in the amount of fossil fuels heat intrusion than traditional wood-framed rails, resulting in lower cost to 2. The significantly lower rate of energy flow eliminates the problems that can The softer loam rail allows for a tighter, more heat-resistant fit at the joints. L. The structural core embedded in polyurathane foam insulation allows less 7. It contributes to a longer operational life cycle for the walk-in cold-storage that are needed to create the electricity that is consumed during the 3. The FUSIONFRAMES R-value does not degrade over time like wood. Reduces the potential for ice to form in the freezer frame like wood. Comparable to traditional wood framed panels in span tests. LEARN MORE ABOUT FUSIONFRAME® Benefits of FUSIONFRAME® be caused by humidity and its resultant condensation. operation of the refrigeration system. operate the walk-in freezer, unit, Structural Core High-Performance Polyurethane Foam



HOR) arethand trames a PUSIONFRAME: a patented trame system tial ofters the structural benefits at wada and the high-performing has alive Panel frames are constructed of Wood in SULFRAME I ign-Density Ball med to somedoid

therma is un FUS ONFRIME, bune solle the ocur of both worlds without Whos frames provide J. us via support while HDF frames provide a nigher naving to compromise structural strength for therma performance Panels are ave able in 3 ; 4 or 5" in chricss.

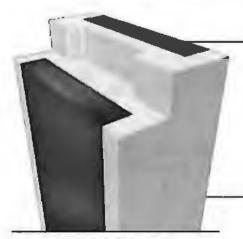


Exhibit 14 - Machinery and Equipment

- Attachment to Exhibit 14, Section 14.2

License Type: Cultivator





The patented **FUSION**FRAME® cold storage panel system offers the Best of Both Worlds by integrating the structural benefits of wood with the high-performing insulative properties of foam, drastically enhancing the thermal performance and energy savings of cold storage units. With this system from KPS Global, you never have to compromise.

#### Side Joint Details

#### **Cross Section**

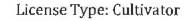


#### FUSIONFRAME Panel System R-Value

Nominal Panel Thickness (in)	Wood Frame R-Value	INSULFRAME™ HDR Frame R-Value	FUSIONFRAME R-Value
	20° Frame Mea	n Temp R-Value	
5	6.25	19.51	29.30
4	5.00	15.61	24,30
31/2	4.38	13.66	21.99
	55° Frame Mea	n Temp R-Value	
5	6.25	18.26	25.94
4	5.00	14.61	21.98
31/2	4.38	12.79	19.33
	75' Frame Mea	n Temp R-Value	
5	6.25	17.54	24.34
4	5.00	14.04	20.62
31/4	4.38	12.28	18.11

FUSIONFRAMS R-Value based on 5 lb. polywethane foam insulation density, FUSIONFRAME and HDR polywethane foam R-Value determined by ASTM C518 Test Method. Wood frame R-Value derived from published data,







# FUSIONFRAME® SPECIFICATIONS FOR

## WALK-IN COOLERS AND FREEZERS

The following information is intended to aid specification writers, architects, and food service consultants with projects that require prefabricated modular cold storage vaults.

#### GENERAL

Walk-in coolers and freezers to be constructed with prefabricated panels formed to exact size as described below and manufactured by KPS Global - Fort Worth, Texas; Goodyear, AZ; Piney Flats, TN.

#### INSULATION

Insulation shall be 100% rigid urethane. Urethane is to be poured in place with a density of 2.2 pounds per cubic foot. The temperature conductivity factor (K factor), overall coefficient of heat transfer (U factor) and the R value to b as follows:

Panel Thickness & Box Type	K FACTOR	FACTOR	KPS R VALUE
3 1/2 " Cooler	0.141	0.040	R-25
4" Cooler/Freezer	0.125	0.031	R-32
5" Freezer	0.125	0.025	R-40

This insulation shall be a listed urethane with a rating of no more than 25 for flame spread and 450 for smoke developed per ASTM E84. This urethane will also meet the requirements of ASTM D-1929.

#### MODULAR PANEL CONSTRUCTION

All panels to be constructed with die-formed interior and exterior metal pans securely fastened to a tongue-and-grooved perimeter frame of Poly urethane structural members. Perimeter frame to feature tongue-and groove profile for positive alignment and sealing. Panel shall be filled with poured-in-place urethane, which securely bonds to metal pans and perimeter frame creating a rigid structural panel. Standard panels shall be interchangeable for ease of assembly. Special panels (if required) shall be manufactured to the size required to obtain a specified vault size.

The patented **FUSION FRAME®** cold storage panel system offers the best of both Worlds by integrating the structural benefits of wood with the high performing insulative properties of foam, drastically enhancing the thermal performance and energy savings of cold storage units. With this system from KPS Global, you never have to compromise.

Due to continuous improvement programs, specifications are subject to change without notice.

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Section 1 Page 1



#### PANEL FASTNERS

Cam-lock fasteners shall provide a tight and positive seal. Fasteners reduce on-the-job installation time to a minimum. Fastener material shall be steel housing, hook and pin with high-pressure die-cast zinc cam. Hardened steel hexagonal wrench is provided to tighten panel fasteners. The hook of the fastener shall engage over the pin when rotating the

wrench and with cam-action, draw the panels tightly together. Polyethylene snap-in caps cover the wrench holes. Lock spacing shall not exceed 48" on center.

#### **PANEL GASKETS**

Each joint shall exhibit an extruded blown polyvinyl chloride (PVC) foam type; double lined compression gasket to eliminate water vapor permeability. All gaskets are factory installed and require no additional handling. Gaskets shall be resistant to chemical corrosion and ultraviolet radiation. Gasket operating temperature shall be --30 degrees F to +160 degrees F (-34 degrees C to +71 degrees C).

#### **Finishes**

Interior and exterior metal pans are available in a variety of metal types and finishes including:

#### Galvanized Steel:

- (1) Non-Painted Embossed 26 gauge
- (2) White Embossed 26 gauge
- (3) Black Embossed 26 gauge
- (4) Tan Embossed 24 gauge

#### Stainless Steel

(5) Stainless Steel type 304, 2B finish, 22 gauge

#### Aluminum:

- (6) Non Painted Embossed 0.032 inch
- (7) White Embossed 0.032 inch

Special paint colors and smooth finishes for panels are available upon request.

Standard floor finish is 22 ga Smooth Natural Galvanized over 1/2" underlayment. Standard floor finish for NSF is .050 inch Smooth Aluminum over 1/2" underlayment.

Due to continuous improvement programs, specifications are subject to change without notice.

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Section 1 Page 2

Exhibit 14 - Machinery and Equipment

Page 120 of 180

## Operations Manuals- Gulf Shore Remedies Cultivation Facility - Attachment to Exhibit 14, Section 14.2



Optional floor finishes are:

- .080 "Low Profile" Aluminum Tread Plate
- (2) 22 GA. Smooth Stainless steel type 304 #2B finish
- (3) 22 GA. Smooth Natural Galvanized
- (4) 3/16" Aluminum Diamond Tread field installed over standard floor finish Item 4 is for high abuse applications. For pallet jack or forklift traffic, consult factory.

#### **DOORS AND SECTIONS**

Door and door panel to be of the same general construction and insulation as wall and ceiling panels. Door shall be of the inset type. Direction of swing to be specified. A heated vent shall be provided in or adjacent to all freezer door sections. Door to feature a polyvinyl chloride (PVC) bulb type, double lined magnetic steel core gasket on three sides for a positive seal. Door to have adjustable vinyl wiper gasket for seal at threshold. All gaskets to be easily replaceable and resistant to damage from oils, fats, water, and detergents. Doors can be provided in the following sizes:

30" X 78" 34" X 78" 42" X 84" 48" X 84" 54" X 84" 72" X 108"

#### HINGES

(Doors less than 60" in width) Shall be cam-rise hinge consisting of a pressure die cast strap and flange with a brushed satin surface chrome finish and carbon steel pin. Bearing to be composed of cam and follower made of self-lubricating nylon (Zytel).

(Doors 60" or greater in width) Shall be heavy-duty strap style cam-rise with pressure die cast flange and cold rolled steel strap and pin. Bearing to be composed of composite, double-helix cam and follower. Flange to be direct chrome plated. Strap to be zinc plated.

#### LATCH

Shall be pressure die cast body with a brushed satin surface chrome finish. Latch to be provided with provision for padlock (padlock not provided). Latch to have recessed inside safety release to prevent entrapment.

#### DIAL THERMOMETER

Shall be flush mounted in door section. Dial thermometer to have 2" diameter face and a temperature range of -40° to +60° F. Finish to be polished chrome.

Due to continuous improvement programs, specifications are subject to change without notice.

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Section 1 Page 3

License Type: Cultivator

Exhibit 14 - Machinery and Equipment



#### ANTI-CONDENSATE HEATERS

Freezer door sections are equipped at both sides and top with U.L. approved concealed fiberglass-silicone heater wires. A sill heater is located in bottom of door to avoid damage caused by loading at threshold plate, and to insure contra-ambient control by locating heat at the precise location of thermal transfer. A 12 ga SS threshold cover plate (sill) is supplied to cover the breaker strip running beneath the door. The heater wire is easily replaceable.

#### LIGHTING AND ELECTRICAL

Door section may be provided with a factory-installed LED light fixture on the interior of the section and a light switch with pilot light indicator flush-mounted within a chromed steel plate on the exterior. All wiring within the door section - heater, switch, and light fixture - is installed by KPS Global in conduit per the N.E.C. and requires only simple field connection by others for complete operation. All components to be U.L. approved. An electrical listing label will be applied to all prewired sections. Service required is 120 volt, 60 cycle, 1-phase. Electrical is also available in a single point connection.

Additional lights, and lighting packages for unit or site application are available.

#### **PARTITIONS**

Common partition walls are available for dual temperature or multi-compartment walk-ins and are attached to adjacent wall panels by the use of cam action locks secured within special sections formed by those panels.

#### **SCREEDS**

A factory provided screed is available for units without prefabricated floor. Depending on application, the screed will be one of the following:

- Concealed strip screed
- (2) PVC Channel
- (3) 1-1/2" X 1-1/2" aluminum structural angle
- (4) 1-1/2" X 2-1/2" 18 ga. galvanized steel angle

PVC channel and aluminum angle meet NSF requirements. An NSF approved coved base can be provided for other screed types.

**ALTERNATE & OPTIONAL EQUIPMENT** – KPS Global can provide an array of pertinent equipment to complete any project and provide a single source installation.

(1) Heated Vent: Must be specified for all walk-in freezers operating at a temperature of 32 degrees F. or lower. A heated vent shall be provided to equalize the difference in exterior & interior pressure caused by sudden

Due to continuous improvement programs, specifications are subject to change without notice.



temperature changes due to opening doors, loading products, & the defrosting of coils. The heated vent shall be located above the freezer door (or located in a side panel, away from the direct air stream flowing from the evaporator). Electrical service required is 120 volt, 60 cycle, 1-phase.

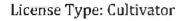
- (2) Door Window: A 16 1/2" x 16 1/2" or 16 1/2" x 26 1/2" (viewing area) observation window can be provided in the cold storage doors. Window shall consist of three (3) panes of glass with sealed spaces between them & shall be removable for replacement. Electrical service required is 120 volt, 60 cycle, 1-phase. (Windows may be provided with heaters if required.)
- (3) Meat Rails: Units shall be double (or single) meat rails of 3/8" x 2" plain (or galvanized) steel rails. Movable meat hooks, one (1) per lineal foot of rail, shall be supplied. If required, meat rails can be provided with 18" shelf and brackets.
- (4) Hinged Glass Display Doors: Each door shall be constructed of an extruded, polished aluminum frame and shall contain at least two (2) panes of glass. Low-temperature doors shall have built-in heaters to eliminate condensation. Medium temperature doors are available with heated glass when specified for use in buildings with high humidity and without air conditioning.

Doors shall be of the lift-in, lift-out type for easy cleaning. They shall be self-closing and shall contain magnetic gaskets to provide a tight seal. Hardware shall consist of concealed hinges and a handle with attractive contemporary styling. Interior fluorescent lights or LED lights shall be provided at each mullion to properly illuminate the display area. A junction box can be provided service.

Shelving (if applicable) shall be provided behind each door opening. 5 tiers are provided unless specified otherwise.

- (5) Audio-Visual Alarm: Alarms can be provided for each compartment and shall work in the following manner: When the interior compartment temperature approaches the undesirable range, a digital readout display flashes & an audio alarm sounds. Electrical service required is 120 volt, 60 cycle, 1-phase.
- (6) Large Dial Thermometer: Provide surface-mounted dial thermometers with a range of minus 40 degrees F. to plus 60 degrees F. The thermometers shall be 3 1/2" in diameter & chrome plated – typically mounted above openings.
- (7) 4' LED Vapor Tight Linear Fixtures to be field installed to ceiling panels as requested. Electrical service required is 120 volt, 60 cycle, 1-phase. Installation & wiring shall be performed after the unit is installed. Additional lighting packages available.

Due to continuous improvement programs, specifications are subject to change without notice.





- (8) Locking Bar: Provide a stainless steel locking plated bar on each door to prevent entrance to the walk-in cooler/freezers even if hinges are removed. Provide bar with a safety release handle to prevent anyone from being locked inside.
- (9) Strip Curtain: Reinforced polyester strip curtains shall be manufactured of clear extruded vinyl with rounded edges. The curtains shall be suitable for applications with temperatures as low as minus 20 degrees F. & shall be made for any of KPS's standard sizes of hinged or sliding cold storage doors.
- (10) Ceiling Supports: All ceiling panels shall be supported in accordance with the manufacturer's recommendations and the Architect's approval. Various support systems are available including:
  - (a) Interior steel (column supported)
  - (b) Exterior steel (wall or column supported)
  - (c) Wire or all thread suspension
- (11) Soffit Closure Panels: Provide closure panels of materials matching the exposed exterior of the walk-in cooler/freezer for installation between the top of the insulated wall & the underside of the existing building finished ceiling (as indicated on the plans). Closure trim of matching material can be furnished wherever a space exists between the panels of the walk-in cooler/freezer and other building walls or columns.
- (12) Cantilever Shelving: Shelving shall be an adjustable cantilevered type furnished in the length, width, and number of tiers specified. All components to feature heavy gauge steel construction. Shelving is available in galvanized or stainless steel finishes. Construction will meet NSF standards when specified. Shelving to be of single piece construction and available in lengths up to 10'-0". Shelves are available in depths up to 30". Uprights shall be fabricated from two (2) 14 gauge, rolled steel channels, continuously seam welded. Brackets to be fabricated from 12-gauge steel.
- (13) Free-Standing Modular Shelving with Posts: Shelving shall be an adjustable type furnished in the length, width, and number of tiers specified. All components to feature heavy gauge steel construction. Shelves shall be fabricated of bright basic carbon steel or stainless steel rod. A rigid framework will extend around all four (4) sides and extend along the length of each shelf. At each corner of the shelf there shall be a tapered collar welded to the rigid framework. Each shelf shall have heavy gauge rods on 1" centers from front to back. Construction will meet NSF standards. There shall be a weld at every contact point between rods and between rods and rigid framework. Posts shall be made of 1" O.D. tubing and with a 16 gauge steel wall. Posts shall have grooves at 1" intervals for locating shelves.

Due to continuous improvement programs, specifications are subject to change without notice.



Posts to have a plastic cap at the top and a leveling bolt at the bottom. Shelving and posts are available in the following finishes: zinc and chrome plated, epoxy coated or stainless steel.

(14) A Kason 1094 mechanical door closer with slotted hook, for ease of adjustment: Shall be of heavy-duty steel construction with hydraulic mechanism. Devise automatically brings door to full closed position whenever door is ajar, within 10° of closed position.

#### COMPOSITE TESTING

KPS Global has product lines available that meet the requirements of the following:

- National Sanitation Foundation Standard #7
- Accepted by the United States Department of Agriculture
- Toxicity per UPITT Protocol
- Electrical application per U.L. 471, NFPA and CSA C22.2
- Flame spread and smoke developed per UL-723 (ASTM E-84), UL-1715, complying with Chapter 26 of all the National Building Codes
- Ignition properties per ASTM D-1929
- · City of Houston-Houston Building Code
- City of New York-Material and Equipment Acceptance
- State of Oregon-Prefabricated
- State of California-Licensed Manufacturer
- State of Wisconsin-Material Approval

#### REGULATIONS AND CODES

All work and materials shall be in full accordance with local and/or state ordinances. KPS Global is not responsible for furnishing items required by the regulations, but not specified or shown on the drawings or contained in the specifications.

#### REFRIGERATION

A complete section of engineered refrigeration, from self-contained systems to remote components and accessories is available from KPS Global to satisfy exacting requirements - for indoor or outdoor application.

Due to continuous improvement programs, specifications are subject to change without notice.

FUSIONFRAME® 09/30

(800) 633-3426

Section 1 Page 7



#### WARRANTY

KPS Global guarantees purchaser the structural panels are free of defects in material and workmanship for a period of one (1) year from completion of original installation.

Electrical and Hardware components are warranted for a period of one (1) year from completion of original installation.

Refrigeration systems carry the manufacturers normal one (1) year warranty and are available with various extended warranties.

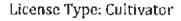
With respect to products (doors, windows, refrigeration, etc., but not limited to) sold or supplied by KPS Global but manufactured by other companies who furnish their own warranties, KPS Global's sole obligation is to assist the original purchaser in contacting said manufacturer.

## NOTE

For additional information on Fusion Frame or other quality panel systems contact:

KPS Global, LLC P.O. Box 14248 Fort Worth, Texas 76137 (817) 281-5121 \* National Watts (800) 633-3426

**IGE Grow Benches** 





November 3, 2022

#### Sent via email colin@meridacap.com

Gulf Shore Remedies LLC 12562 Mary Ann Beach Road Fairhope, AL 36532 Attention: Colin Kelley, Member

Re: Alabama Cultivation Facility Project

Dear Colin:

In furtherance of the cultivator license application to be submitted by Gulf Shore Remedies LLC (the "Applicant") to the Alabama Medical Cannabls Commission (the "Commission"), Marosi Designs, LLC d/b/a BVV ("BVV") has reviewed your proposed plans for the construction of a 14,280 square foot greenhouse facility (the "Facility"), pending the issuance of a medical cannabis cultivation license by the Commission (the "License").

Based on the information provided by the Applicant and BVV's preliminary review of the bench requirements for the proposed facility, BVV intends to sell Innovative Growers Equipment ("IGE") benches (the "Equipment") to the Applicant in such quantities and upon such terms and conditions to be agreed to by BVV and the Applicant, subject to the issuance of the License. BVV is an authorized distributor of IGE benches. The preliminary bench count/layout and the specifications for the Equipment to be provided to the Applicant for use at the Facility are attached hereto.

If you have any further questions, please feel free to contact our authorized sales agent for IGE benches. Randy Shipley, at <u>randy@rsxenterprises.com</u> or (312) 446-4678 cell

Sincerely

Marosi Designs, LLC

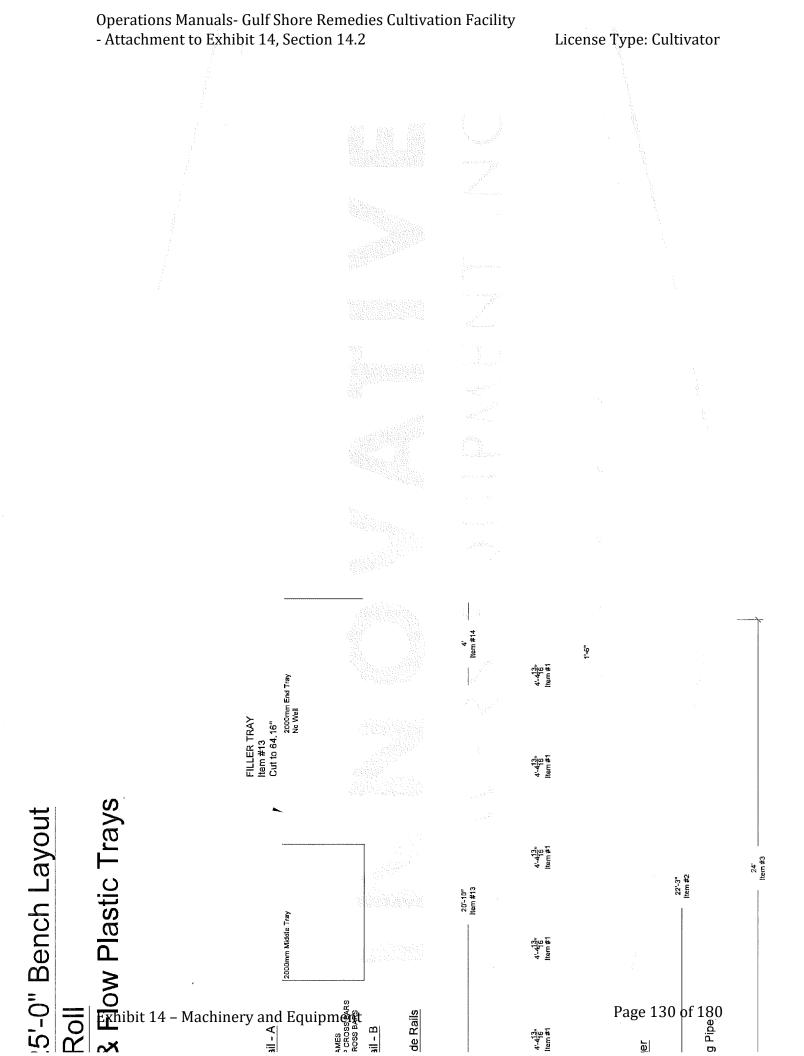
Mitchell Marosi General Manager

1251 Frontenac Rd., Ste. 150, Naperville, IL 60563

(331) 281-0154

www.shopbvv.com

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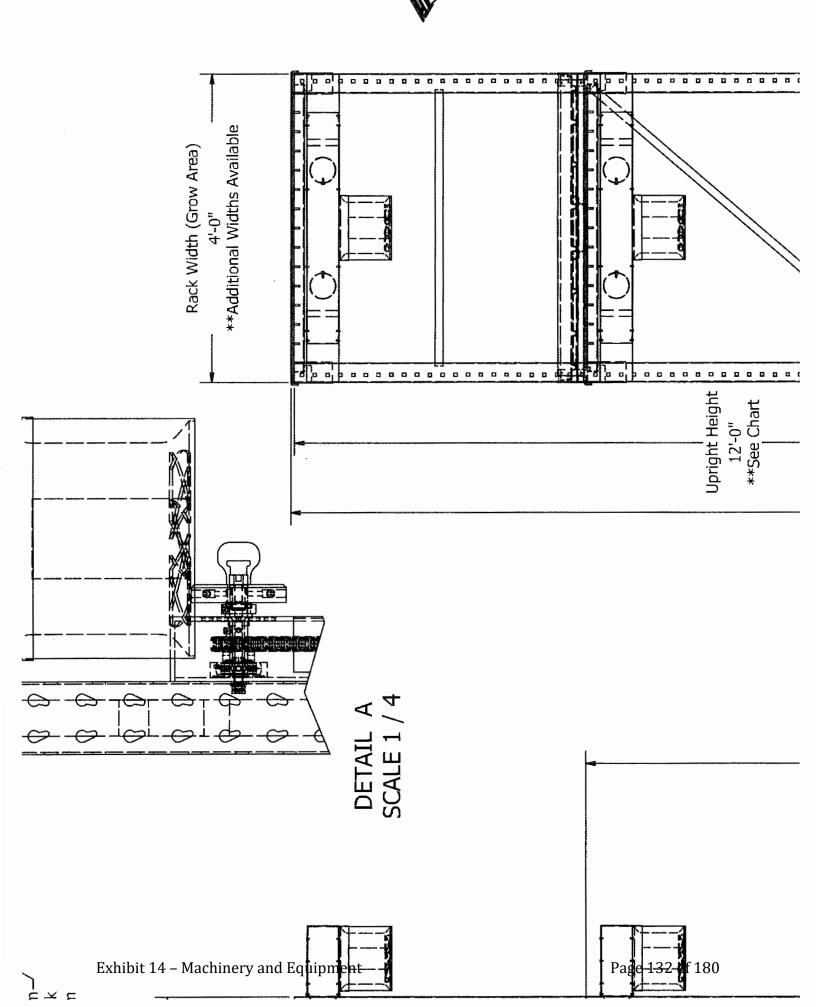


Item Number	Inventory ID	Quantity	Line Description
1	20-165	6	Leg Unit 80cm 25" Spaced at: 52.8 inches.
2	21-288	2	Stringer Pipe 1" x 22'3"
3	20-004	2	Steel 1.315" Round/Rolling 16GA Tubing 24'
4	20-067	14	1" Sq x 5' Bench Crossbar
5	20-139	2	Plain Header Unit 80cm
6	22-467	4	M/R Anti-Tip System-1.315-5'
7	30-004	1	Ebb Flow Tray 5' End Tray W/Well 1520x2000
8	30-005	1	Ebb Flow Tray 5' End Tray No Well 1520x2000
9	30-006	1	Ebb Flow Tray 5' Middle Tray 1520x2000
10	30-006F	1	Ebb Flow Tray 5' Filter over 40" Cut to: 64.16 inches
11	22-532	2	Bench End Frame Unit 5'
12	10-023	2	Aluminum Bench End Rail 5'
13	11-153	2	Alumínum Side Rail 20'10"
14	10-951	2	Aluminum Side Rail 4'
15	40-003	12	Small Parts 1/2 USS Flat Washers for headers
16	40-036	24	Bench Square to Square Clamp 3" x 3"
17	40-007	48	Small Parts 1/4-20 Hex Nuts for square to square clamps
18	40-008	48	Small Parts 1/4-20 x 3/4 (Hex Screws) Bolts for square to square clamps
19	40-005	16	Small Parts SQR-1-14-20 Load Bearing Plugs Blk
20	40-010	76	Small Parts Pop Rivets 5/32x.062125
21	40-024	1	Small Parts Bench Filter (Plastic)
22	40-013	1	Small Parts Bench Outlet Connector (3/4" hose barb)
23	40-014	1	Small Parts Screen for bench outlet
24	40-011	0.625	Glue For Ebb & Flow Trays
25	40-009	2	Small Parts 2.75" x 2.75" Side Rail Joiner Plates
26	40-035	4	Bench Corners 4" x 4"
27	40-019	45	Small Parts Tek Screw #10 x 3/4 Hex
28	40-020	8	Small Parts Angle Bracket 3"x3"
29	40-021	16	Small Parts Tap Con 3/16 x 1-3/4 Flat Head
30	40-022	8	Small Parts Chain (6" section), #3 90LB Zinc Plated Twin Loop

INNOVATIVE
S'-0" x 25'-0"
Max Roli Bench Layout

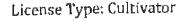
ADDITIONAL INFORMATION
Ebb & Flow Plastic Trays
30" Bench Height

Address: 421 N Celifornie & Sycamore, IL 80178
Phone; (915)-991-5010
Email: sales @innovertivegrowersequipment.com



Grow Generation Reverse Osmosis Machine

- Attachment to Exhibit 14, Section 14.2





November 15th, 2022

Sent via email colin@meridacap.com

Gulf Shore Remedies 3841 Village Center Drive Hoover, AL 35226

Attention: Colin Kelley Member

Re: Alabama Cultivation Facility Project

Dear Colin:

in furtherance of the cultivation license application to be submitted by Gulf Shore Remedies LLC (the "Applicant") to the Alabama Medical Cannabis Commission (the "Commission"), Grow Generation("GrowGen") has reviewed your equipment list for the construction of a medical cannabis cultivation facility (the "Facility"), pending the issuance of a medical cannabis cultivation license by the Commission (the "License").

Based on the information provided by the Applicant GrowGen intends to self the equipment on Exhibit A (the "Equipment") to the Applicant in such quantities and upon such terms and conditions to be agreed to by GrowGen and the Applicant, subject to the issuance of the License. The specifications for the Equipment to be provided to the Applicant for use at the Facility are attached hereto.

Sincerely, GrowGeneration

Whitney Payne [Director of National Sales Operations]

Accompanied by Josh Armitage (New Market Sales Leader)

5619 DTC Pkwy Suite 900 Greenwood Village, CO 80111



PRICE QUOTE

Printed 12/12/22 HMA

- Quoted

Gulf Shore Remedies, LLC 12562 Mary Ann Beach Road Fairhope AL 36532

Buyer: Colin Kelley

USA

Tel:251-421-2073 Fax:

Gulf Shore Remedies, LLC 12562 Mary Ann Beach Road Fairhope AL 36532

Quote# Quote	Date         Exp Date         Customer #         Customer P/D #           15/2022         12/15/2022         0296063         Customer P/D #		Shi	(Vin	Writer JOA
Job ID	Customer Terms  Due on receipt		W. A. J. J. J. L. J. J. M.	esman SH ARMITAGE	
Product	Description	UМ		Unit Price	Extension
19104	DRAMM HYDRA SPRAYTRAX SPRAYERS 50 gallon GAS Honda 5.5HP engine 250' hose	EA	1	5293.5365	5293.54
28371	DRAMM: PulseFog	EA	1	6677.1665	6677.17
21556	Schaefer Versa-Kool 20" Circulation Fan w/ Tapered Guards, Cord & Mount - 5470 CFM	EA	1	370.039	370.04
25657	1000 Gallon Vertical Storage Tank - 64" Diameter x 80" Height : Norwesco	EA	1	892.4065	892.41
19956	Smart Support 6.5' x 3300' White Vineline Roll	EA	1	340.00	340.00
15502	SuperStarter Quad Thick Tray 21.4x11x2.5	EA	1	2.7625	2.76
15503	SuperStarter 7" Vented Propagation Dome	EA	1	4.25	4.25
25373	SuperStarter Flat Seeding Tray 50 Cell	EA	1	1.02	1.02
71739	Sanitizing Footbath Mat 32 x 39	EA	1	195.6615	195.66
20406	Intelligent-Weigh AHS-60 Digital Hanging Scale	EA	1	174.4965	174.50
20396	Intelligent-Lab PD-5000 Scale	EA	1	179.7155	179.72
7035	Measure Master 7000 132 LB	EA	1	96.7215	96.72
6864	Measure Master 5000 XL Digital Scale w/ 4 L Bowl - 5000g Capacity x 0.5g Accuracy	EA	1	63,3165	63.32
7385	MM Grad. Rect. 250ml Container Measure Master	EA	1	1.3606	1.36
8454	Multi-Measure Beaker 16oz/500 ml Measure Master	EA	1	9.4095	9.41
2086	Bluelab Guardian Monitor	EA	1	351.39	351.39
12425	Bluelab Combo Plus Meter - Probe Included	EA	1	317.101	317.10

Continue...



PRICE QUOTE

Please Renki Paymonia to: GrowGaneration USA, Inc. PD Box 649035 Delias, TX 78264-5036

Page 2 Printed 12/12/22 KMA

- Quoted

Gulf Shore Remedies, LLC 12562 Mary Ann Beach Road Fairhope AL 36532 Buyer: Colin Kelley USA Tel:251-421-2073 Fax: Gulf Shore Remedies, LLC 12562 Mary Ann Beach Road Fairhope AL 36532

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17788	perPhect Digital Video Microscope 500x Magnification HSM-3M	ĒA	1	113.2965	113.30
19928	PHOTOBIO Advanced Quantum PAR Meter	EA	1	149.5915	149.59
1529	Trimming Scissors Curved Grol	EΑ	1	3.7315	3.73
15297	CureTube 1-31b Tube	EA	1	105.3915	
13962	CureTube 4-61b Tube	EA	1	156.774	
15170	Hydro-X Pro Controller with 4-in-1 Sensor (Temp / Humid / CO2/ Light ) and Cable set, Free Phone App	EA	1	2140.7845	2140.78
9415	Private Reserve Commercial Vacuum Sealer	EA	1	274.6605	274.66
SP*00011777	Hyper-Logic 10K GPD Basic Well Skid 1P	EA	1	35025.32	35025.32
32223	Hyper Logic RO Membrane XLE	EΑ	6	665.431	3992.59
SP*00011365	Hyper-Logic Sediment Pre-Filter 20"x4.5" (poly spun- 5 micron)	ΕA	12	39.0941	469.13
18147	Hyper-Logic - Chemicals - Anti-Scalant - 45# jug	EA	1	665.00	665.00
SP*00011778	Hyper-Logic Membrane Cleaning Cartridge 20Inches x 4.5InchesAcid Scale Removal	EA	1	169.68	
29029	Hyper-Logic - Membrane Cleaning Cartridge-20" x 4.5" - Alkaline Organics Removal	EA	1	305.949	305,95

Continue...



# PRICE QUOTE

Please Remit Payments to: Grow Osperation USA, Inc. PO Box 645038 Defas. TX 75284-5038

Page 3 Printed 12/12/22 NWA

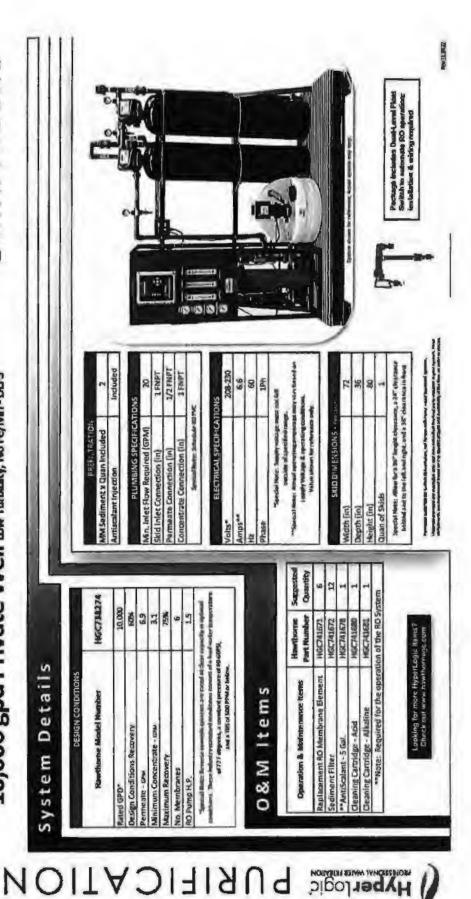
Gulf Shore Remedies, LLC 12562 Mary Ann Beach Road Fairhope AL 36532 Buyer: Colin Kelley

USA

Tel:251-421-2073 Fax:

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Gulf Shore	Remedies,	LLC
12562 Mary	Ann Beach	Road
Fairhope Al	L 36532	

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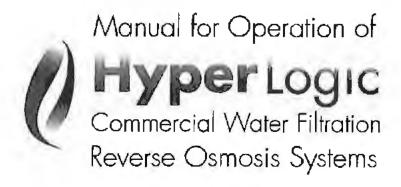
# Operations Manuals- Gulf Shore Remedies Cultivation Facility

- Attachment to Exhibit 14, Section 14.2

HyperCopic Communicat Water Efficition

License Type: Cultivator

12/0/22, 1:42 PM Mail - Kevin Gibbs - Outlook Re: High Flow System- Gulf Shore Parryman, 6111 Te O Hannah Nattal Cu Man 12/5/2022 10:NEAN You replied to this message on 12/5/022 12/01 PM.
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With I-ROC 150S Controller



www.hyper-logic.com

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Design Basis & System Design Specifications	
General Information and Safety	***************************************
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Dysduct Moreonte	4

# **DESIGN BASIS & SYSTEM DESIGN SPECIFICATIONS**

		De	esign Condi	tions		Lim	- 1	ine Sizes	(Inches)	Pump Model and NP				
	Permeat	e Flow	Conc.	Design Recycle		Max. Recovery*	Max. Recycle		Perm.	Conc.	Design	Pump/Motor Medel	Motor HP	Full Load Amps
Model	GPD	GPM	Orain (GPM)	Flow (GMP)	Design Recovery (%)	(%)	Flow* (GPM)	Inlet			Pump Flaw (GPM)	-		(FLA)@ indicated voltage
Hydro-14A-216	2,000	1.39	3.5	5,1	40	50	5.8	0.75	0.5	0,5	10	HPS10E-01M53	1 HP	12.4 / 10,5
Hydro-24A-216	4,000	2.78	4,2	3,0	40	50	4.4	0.75	0.5	0.5	10	HPS10E-01MS3	1 HP	12,4 / 10.5
Hydro-34A-216	5,800	4.00	4,0	2,0	50	60	3,3	0.75	0.5	0.5	10	HPS10E-01MS3	1 HP	12.4 / 10.5
Hydra-44A-216	7,500	5.20	3.5	1.3	60	75	0,E	0.75	0.5	0.5	10	HPS10E-01M53	1 HP	12.4 / 10.5
Hydro-54A-216	9,000	6.25	3,8	0.0	60	75	1.7	0.75	0,5	0.5	10	HPS10E-01MS3	1 HP	12.4 / 10,5
Hydro-64A-216	10,000	6.90	3.1	0,0	60	75	1.8	0.75	0,5	0.5	10	HP510E-01M53	1 HP	12.4 / 10.5
Hydro-74A-216	10,800	7.5	4.0	1.5	65	75	3.0	0.75	0.5	0,5	13	HP520H3	3 HP	17 / 15,3
Hydro-84A-216	13,000	9.0	4.5	2.0	65	75	3.0	0.75	0.75	0.5	14.5	нР520Н3	3 HP	17 / 15.3
Hydro-94A-216	14,400	10	4.5	2.0	65	75	3.0	0.75	0.75	0.5	15.5	HPS20H3	3 HP	17 / 15.3
Hydro-104A-216	16,000	11	4.5	2.0	65	75	3,0	0.75	0.75	0,5	16.5	HPS20H3	э нр	17/15,3
Hydra-114A-216	17,300	12	4.5	2.0	65	75	3.0	0.75	0,75	0.5	17.5	НР520Н3	3 HP	17/15.3
Hydro-124A-216	19,000	13	4.5	2.0	65	75	0,6	0.75	0,75	0,5	18.5	HPS20H3	3 HP	17 / 15.3

<sup>\*</sup>Water must be softened or have antiscalant injection. Check with factory to make sure this recovery will not cause any scaling problems with your feed water.

• Membranes are model no. M-T4038AXLE-HYD. Membrane Housings model no. PV4038SSAU-316 • All models have the membrane array designed in series.

#### **DESIGN BASIS**

- Systems rated at: 77°F (25°C) using 1000 PPM sodium chloride solution operating at 200 psi pressure.
- Minimum feed pressure to RO System: 40 PSI. System capacity changes significantly with water temperature. For higher TDS a water analysis must be supplied and could result in modifications to the system.
- · Chlorine must be removed if present in feed water prior to RO with a carbon filter or with chemical injection.
- Water must be pretreated with a softener or antiscalant injection to avoid scaling the membranes.
- Feed water turbidity: Less than 1 NTU; Feed water silt density index (SDI): 3 maximum. If exceeded, pretreatment with media filter recommended. All pretreatment equipment and SDI test kits are available from HyperLogic.
- · Capacity Basis: 24 hrs/day

#### **DESIGN NOTES**

- Pump flow/Feed flow: The pump has been designed to include recycle flow (if any) coming back to the pump inlet from the concentrate stream based on desired recovery. The sum of permeate flow, concentrate flow and recycle flow (if any) will equal the pump design flow.
- Permeate flow: Indicates design flow rate from RO membranes as product water for use.
- Concentrate flow: Water flowing to the drain. Concentrate flow is critical for proper system operation. For proper concentrate flows, refer to the system design information on pages 3-4.
- 4. Recycle flow: Flow stream that returns from the concentrate line back to the pump intake, rather than to the drain.

A Note: Permeate flow should not exceed recommended flow.

A Note: System pressure is a variable, it is important to adjust the pressure to get the correct permeate and concentrate flows. The exact value of the pressure is not important.

A Note: Permeate flow will increase at higher temperature.

# GENERAL INFORMATION AND SAFETY

#### DISCLAIMER:

The information contained in this document is subject to change without notice.

HyperLogic shall not be liable for technical or editorial omissions made herein; nor for incidental or consequential damages resulting from the furnishing, performance, or use of this material.

#### **READ THIS MANUAL:**

Prior to operating or servicing this unit, this manual must be read and understood. If anything is not clear, call for assistance before proceeding. Keep this and other associated manuals for future reference and for new operators or qualified service personnel.

# **WE PROPER POWER CONNECTIONS:**

Use proper wiring and connection methods to satisfy local electrical codes. SHOCK HAZARD: Connect this unit to a properly grounded connection in accordance with the National Electrical Code. DO NOT, under any circumstances, remove the ground wire or ground prong from any power plug. Do not use extension cords or an adapter without proper consideration.

# A SERVICE WARNING:

To prevent electrical shock, disconnect power to the system prior to servicing.

# **WARNING:**

Do not make any alteration or modification in the wiring or plumbing of the system. This can result in damage to the system and cause injury to operators or users.

# WARNING:

Flush the system for at least 30 minutes before use to remove all chemicals present.



#### CAUTION:

Chlorine will damage the membranes. Chlorine must be removed from the feed stream before entering the system.



# CAUTION:

Never let the system freeze. Freezing can damage the membrane and plumbing.

# SYSTEM INSTALLATION

#### LOCATION

Select a location for the RO system with adequate clearance from walls and other equipment to enable servicing of the pump / motor assemblies, membranes, cartridge prefilter and other serviceable components. Allow at least four (4) feet of clearance at the top end of the membrane housings for future membrane replacement.

The unit must be located near a drain able to accommodate up to 10 GPM. This is in addition to any other equipment sharing the drain.

A grounded power supply of the appropriate voltage matching your system model's voltage with 15 amp fuse protection and a local disconnect switch is required.

A Caution: The system must not be located near any corrosive chemicals, or in an area where the temperature may exceed 113°F (45°C).

A Warning: The system must be properly grounded to avoid injury from electrical shock.

#### PLUMBING

Refer to the P&ID on page 31 for further information.

A Note: All plumbing is to be done in accordance with state and local codes.

**A Caution:** This unit produces high quality water which can cause comosion or leaching of the plumbing following the system. Use only plumbing components of linert material that are compatible with the application. Copper plumbing cannot be used.

Plumbing materials can significantly contribute to the contamination of the water, Care must be exercised over the choice of thread sealants. Teflon tape is suitable for all threaded connections in this system. Pipe dope can leach objectionable impurities into the water and must be avoided.

#### Feed Water Connection:

Connect the raw water supply to the inlet of the solenoid valve (Point of Connection), observing the following:

- The line size shall be 3/4" or larger to minimize pressure loss.
- A manual valve may be installed on this line to shut off the water supply if it will ever be needed. Be sure that this valve in no way restricts the water flow when it is fully open.
- Water supply min pressure 40 P.S.I. Max pressure 100 P.S.I. A pressure regulator may be required.



Connect a line to the concentrate connection point on the skid (refer to picture). The drain must have a minimum capacity which meets or exceeds the concentrate output of your system. Check the Design Specification (page 3) for your model.

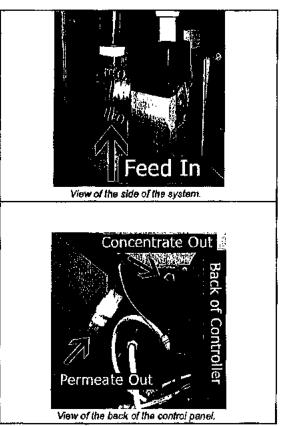
#### Permeate/Product Water Connection:

Connect the product water line to the product connection point on the system (refer to picture). Run this line to your storage tank or other downstream equipment, observing the following:

- Run this line in such a manner as to minimize static head pressure in the product line.
- A check valve is recommended to prevent back flow to the RO membranes. This chack valve should be installed on the output of the product connection point.
- The product line should have no restrictions to the product flow.
- Connect the product line to a bulkhead fitting at the top of the storage tank.

**Caution:** RO Membranes will fail immediately if the product water is allowed to flow backward into the elements. Use a check valve and ensure that there are no restrictions on the product flow to prevent backflow.

**A** Caution: The highest point of the tubing should not be higher than four feet above the top of the RO modules, or the elements mey be damaged.



### PRODUCT WATER STORAGE TANK LEVEL FLOAT INSTALLATION

Note: Please read all steps of installation instructions before beginning.

Note: If using a repressurization pump, a third float should be used to turn the pump off when the tank is

emply.



Figure 1



Figure 2

- Remove the bulkhead nut from the bulkhead fitting and place the bulkhead through the opening in the tank from the
  outside, making sure the bulkhead gasket is on the outside of the tank. Loosely connect the bulkhead nut. Do not
  tighten at this time.
- Position the float tree assembly on the inside of the tank and pull the float wires through the bulkhead fitting.Connect the float assembly tee to the bulkhead fitting by turning the bulkhead fitting from the outside of the tank.Tighten the bulkhead nut.

A Caution: Do not tighten by turning the float assembly inside the tank, float demage can occur. Tighten only by turning the bulkhead fitting from the outside of the tank.

- Position the electrical conduit elbow on the outside of the tank; pull the float wires into the conduit elbow. Thread onto the buildhead fitting.
- Install SO cord (supplied by customer) through the strain relief fitting. Make sure enough wire is run into the conduit fitting.
- Connect the wires from the SO cord to the float switch wires with customer supplied wire nuts; see figure #2 and replace cover.

**Note:** It is recommended to test the wiring by placing an OHM meter on the connections testing for possible short or ground. All electrical connections shall be in accordance with the NESC guidelines and as dictated by local authorities holding proper jurisdiction for local/state and or by U.B.C., and U.M.C. guidelines for all mechanical means.

Run the SO cord to the RO control panel (detailed instructions in the electrical installation section, page 9).

#### **ELECTRICAL CONNECTIONS**

All electrical connections should be done by a qualified electrician and are to be in accordance with state and local codes.

**Note:** For Full Load Amps and Fuses Information, please see system design specifications on pages 3-4. Provide circuit breaker protection as outlined in this chart.

### Voltage Suffix Index:

Voltage	Hydro- 12521A	Hydro- 125A	Hydro- 225A	Hydro- 14A	Hydro- 24A	Hydro- 34A	Hydro- 44A	Hydro- 54A	Hydro- 64A
-116 = 120V/1PH/60HZ	1	1	1	1	1	-	-	-	-
-216 = 220-240V/1PH/60HZ	/	1	/	1	1	1	1	V	1
-215 = 220-240V/1PH/50HZ	/	1	V	1	1	/	1	V	1
-236 = 240V/3PH/60HZ	les.		-	- 5-	-	1	1	<b>V</b>	1
-235 = 240V/3PH/50HZ	, -i	-	-	-		1	1	1	/
-436 = 460V/3PH/60HZ	-		-	-	-	1	1	1	1

120 VAC 1 phase systems: The system has power cord provided on the system. Plug into electrical outlet that has been rated for the required amperage.

Other Voltages: No power cord is included. Electrical connections must be performed by a qualified electrician.

# I-ROC 150S RO SYSTEM CONTROLLER INSTALLATION AND SETUP

#### Introduction

The 150S controller is a state of the art control system for commercial and industrial reverse osmosis systems. The 150S is a microprocessor controlled system that can monitor pressure and level switches. A TDS monitor/controller with programmable set-points is an integral part of the 150S. The 150S displays system status and sensor and switch input status using an easy to ready backlit LED display.

#### **Specifications**

- Power: 120/240 VAC -15+10%, 50/60Hz, 25Watts
- Environment: -22°F to 140°F, 0-95% RH, non-condensing
- Enclosure: 10" X 8" X 6"

Display: 4 line X 20 character, alphanumeric backlit LCD

- Front Panel; Overlay with LCD window, alarm tamp, 7 key membrane switch
- Switch Inputs, Dry Contact: Pressure fault, Pretreat lockout, Tank high, tank low
- I/O Expander board: Auxiliary/divert/boost relay 120/240VAC, 1HP, divert/alarm relay – 120/240VAC, 5A, tank low switch input, dry contact
- Cell: TDS cell with digital display, range: 0-1000 PPM feed, 0-50 PPM permeate. Wetted parts ABS and 316SS, 3/4" NPT, 300 PSI max.

#### Relay Outputs

- RO pump relay 120/240VAC, 1HP
- Inlet valve relay 120/240VAC, 5A

Relays supply same output voltage as board power(120 or 240 VAC)

Flush valve relay

120/240VAC, 5A

- Attachment to Exhibit 14, Section 14.2

License Type: Cultivator

#### **Power Wiring**

Refer to figure 3 and the following drawings for terminal strip and jumper locations. Before applying power to the unit. AC power for the unit is connected to terminal strip P1. Connect the ground wire of the AC power to the terminal labeled GND. For AC power with a neutral and hot wire, the hot wire connects to L1 and the neutral wire connects to L2. For AC power with 2 hot wires, either wire can connect to L1 and L2.

#### Pump and Valve Relay Outputs

The Series 150 supplies relay outputs to control the RO pump and solenoid valves. NOTE: The relays output the same voltage as the AC power to the board.

#### **RO Pump Wiring**

The RO pump connects to L1 and L2 RO pump terminals of P1. This output can operate 120/240VAC motors up to 1HP directly. For motors larger than 1HP or for 3 phase motors, this output is used to operate a contactor.

#### Inlet and Flush Valve Wiring

The inlet and flush valves must operate at the same voltage as supplied to the board. These outputs can supply 5A maximum and are not designed to operate pump motors directly. If these outputs are to be used to operate a boost or flush pump, the output should be used to operate a motor contactor. The inlet valve connects to L1 and L2 inlet terminals. The flush valve connects to L1 and L2 flush terminals of P1.

#### TDS Cell Installation and Wiring

The cell is connected with 5 wires to terminal strip P10. Each colored wire will be connected to the terminal labeled with the same color.

#### Switch Inputs

Switch inputs are connected to P9. The connections for these inputs are not polarity sensitive and can be connected to either terminal. The switch inputs should be dry contact closures only. CAUTION: Applying voltage to these terminals will damage the controller. The switches can be either normally open or normally closed in any combination. The switch connected to an input that is configured as normally open must be open for the unit to run. The switch connected to an input that is configured as normally closed must be closed for the unit to run. The Switch Select Set-point allows each input to be configured as normally open or normally closed. The Switch Select Set-point is defaulted to 0 which programs all inputs as normally open. This means that all switch inputs must be open for the unit to run.

#### Pressure Fault Switch

A feed pressure switch is connected to the pressure fault input of P9. If a high pump pressure shut down is required, a high pressure switch can be connected to this input. If both low feed pressure and high pump pressure shut down are required, both switches can be connected to this input. Both switches must be either normally open or normally closed to operate properly.

#### Pretreat Switch

In systems with pretreatment, a pretreat lockout switch can be connected to the pretreat input of P9. This switch should operate when the pretreatment device is out of service. NOTE: The output from the pretreatment device must be a dry contact and must not supply voltage.

#### Tank Full Switch

In systems with a single tank level switch for controlling the RO pump, the level switch connects to the tank full high input of P9. If dual level switches are used for controlling the RO pump, the upper level switch connects to the tank full high input of P9 and the lower level switch connects to the tank full low input of P9.

Attachment to Exhibit 14, Section 14.2

License Type: Cultivator

### I-ROC150S RO System Controller Installation and Setup (Cont.)

#### I/O EXPANDER BOARD

With the I/O expansion board 2 additional relay outputs and 1 additional switch input are provided. Refer to figure 4 for the location of terminal strips, jumpers and wiring for this board. AC power for the relays is connected to the L1 and L2 power terminals of P1. Relay 1 is connected to this power input and will supply the same voltage. This relay is rated for 120/240VAC at 1HP maximum. Relay 1 can be configured to supply a dry contact by connecting a jumper wire between the L1 and L2 power terminals of P1. NOTE: If Relay 1 is configured as a dry contact, Relay 2 must be configured as a dry contact also. If Relay 1 is configured to supply voltage, Relay 2 can be selected to supply voltage, 120/240, 5A maximum, or as a dry contact output. Jumpers J1-J4 are used to select the relay 2 output type. To output voltage, a wire jumper is installed between J1 and J4 and a second wire jumper is installed between J2 and J3. For a contact closure output, a single wire jumper is installed between J3 and J4. The 2 relay outputs can be selected to operate as an auxiliary pump output, a divert output or an alarm output by programming the Expander Mode Set-point. Table 2 shows the values used to program the relay outputs.

EXPANDER MODE	RELAY 1	RELAY 2
Ó	AUXILIARY PUMP	DIVERT
1	AUXILIARY PUMP	ALARM
2	DIVERT	ALARM
3	BOOST	DIVERT
4	BOOST	ALARM

TABLE 2

### **Auxiliary Pump**

If the Expander Mode Set-point is programmed to 0 or 1, relay 1 operates as an auxiliary pump output. This output is energized when the tank low input is not active. This output will supply power or a contact closure determined by the connections L1 and L2 of the terminal strip P1.

#### **Boost Pump**

If the Expander Mode Set-point is programmed to 3 or 4, relay 1 operates as a boost pump output. This output is energized when the inlet solenoid output is active. This output will supply power or a contact closure determined by the connections L1 and L2 of the terminal strip P1.

#### **Divert Output**

If the Expander Mode Set-point is programmed to 0 or 3, relay 2 operates as a divert relay and will operate whenever the unit is in the divert mode. This output will supply voltage or provide a contact closure based on the configuration of relay 1 and on the position of jumpers J1-J4. If the Expander Mode Set-point is programmed to 2, relay 1 operates as a divert relay and will operate whenever the unit is in the divert mode. This output will supply power or a contact closure determined by the connections L1 and L2 of the terminal strip P1.

#### Alarm Output

If the Expander Mode Set-point is programmed to 1, 2 or 4, relay 2 operates as an alarm relay. When an alarm or warning is active, this relay will supply voltage or provide a contact closure based on the configuration of relay 1 and the position of jumpers J1-J4.

#### **Tank Low Switch**

A tank low switch input can be connected to the tank low input of P2 on the expander board. This input will provide a tank low warning on the unit and if the expander is programmed to provide an auxiliary pump output, will provide low tank level protection for this pump.

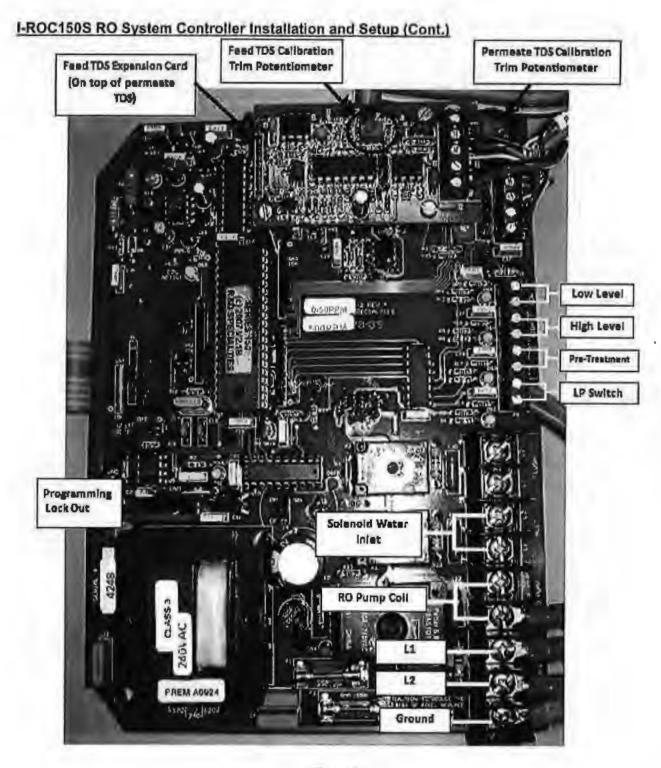
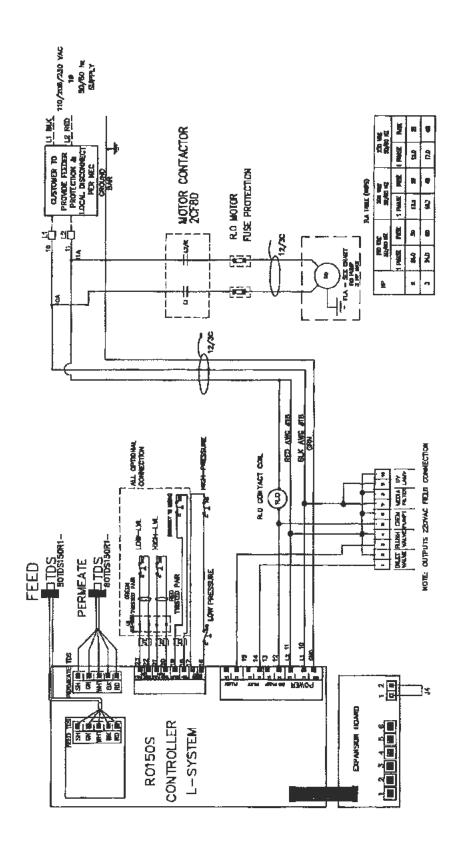
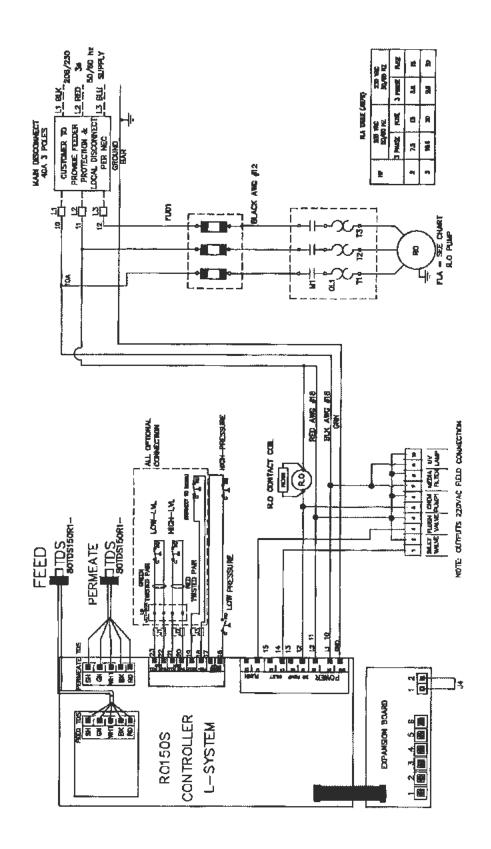
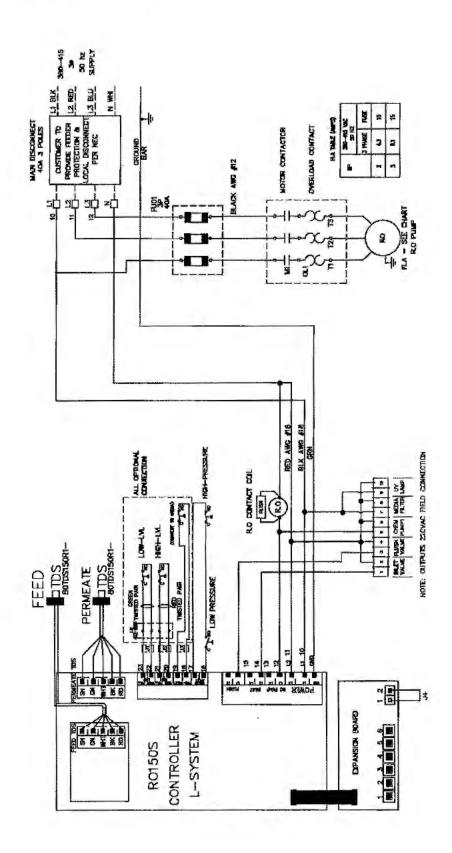


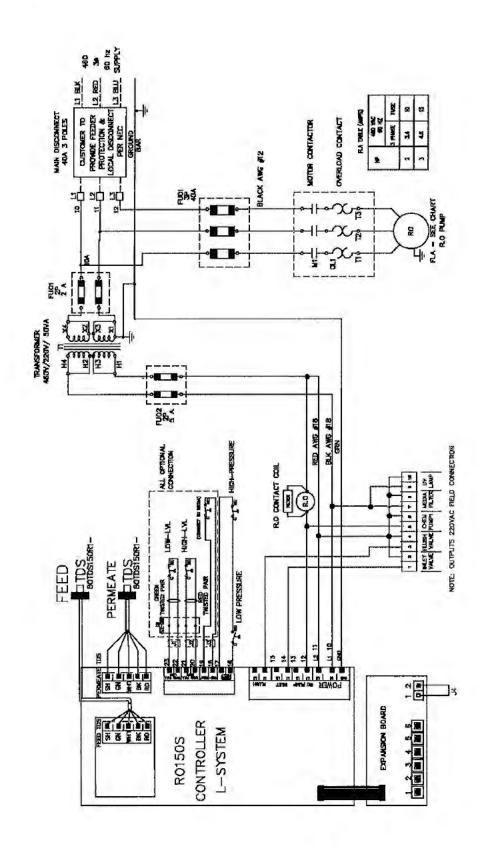
Figure 3











# SYSTEM OPERATION

# I-ROC 150S RO SYSTEM CONTROLLER OPERATION

**General Operation** 

The unit has 2 modes of operation, a standby mode and an operating mode. In the standby mode, the unit is effectively off. All outputs are turned off and the display shows STANDBY. In the operating mode, the unit operates automatically. All inputs are monitored and the outputs are controlled accordingly. Pressing the Power key will toggle the unit from standby to operate or from operate to standby. If power is removed from the unit, when power is reapplied, the unit will restart in the mode it was in when power was removed.

#### Front Panel Controls and Indicator



Feature	Description
DISPLAY	Shows status of the system.
ALARM LAMP	Flashes when fault causes an RO system shut-down. ON steady when a set-point is exceeded that does not cause an RO system shut-down.
POWER KEY	Places controller in operating or standby mode.
LEFT ARROW KEY	Scrolls through set-points starting with first set-point.
RIGHT ARROW KEY	Scrolls through set-points starting with last set-point.
UP ARROW KEY	Increases value of set-point.
DOWN ARROW KEY	Decreases value of set-point
ENTER KEY	Confirms entry of new set-point value.
ALARM SILENCE/ RESET KEY	Push once for alarm silence and twice to reset the system after a shut down has occurred.

# **OPERATING STATUS MESSAGES**

The operating status of the unit is shown on the top line of the display. The following list describes the items shown for the operating status.

STANDBY - The unit is in the standby mode.

DELAY 99 - The unit is in the RO start delay. The number is the seconds remaining before the RO pump starts.

OPERATING - The RO unit is operating.

TANK FULL - The unit is shut down due to a tank full condition.

TANK FULL 99 - The unit is shut down due to a tank full condition. If the number is blinking, the tank full high switch has cleared, but the tank full low switch is still active. If the number is on steady, both tank level switches have cleared and the delay is counting down.

PRETREAT - The unit is shul down due to a pretreat lockout condition.

PRESS FAULT - The unit is shut down due to a pressure fault condition.

MEMB FLUSH 99 - Membrane flush is active. The number is the minutes remaining in the flush

#### TDS / Conductivity

The TDS / Conductivity is shown on the top line after the unit operating status. When the unit is offline because of a shutdown condition, the reading is replaced with >----= If the reading is over range, the reading is shown as >^^^^=.

#### Operating Hours

The current operating hours are shown on the bottom line.

Attachment to Exhibit 14, Section 14.2

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#### Temperature

The current water temperature is shown on the bottom line after the operating hours. When the unit is offline because of a shutdown condition, the reading is replaced with >---=.

#### Warning Messages

Warning messages are also shown on the second line. If any warnings are active, the active warnings will alternate with the normal displays for the bottom line. The following lists the warning messages.

HI TDS / Cond - The TDS / Conductivity reading has exceeded the programmed limit.

TANK LOW - The tank low input is active.

TANK LOW 99 - The tank low input has cleared, but the tank low restart delay is active. The number is the minutes left in the delay.

OP HOURS EXCEEDED - The current operating hours have exceeded the programmed limit.

When J8 is in the D position, both the PF auto reset AND the PF retry functions are enabled. If a pressure fault condition occurs, the PF retry function will operate as described above. If the retry function locks out, the PF auto reset function will operate as described above. The PF retry and PF auto reset functions will continue in a 30 second, 5 minute, 30 minute and 60 minute cycle until the pressure fault condition clears.

#### Tank Full Operation

The unit can be operated with 1 or 2 level switches, With 1 level switch, the switch is connected to the tank full high input. When this switch has been active for 5 seconds, the unit will shut down on tank full. TANK FULL will show on the display. When the tank full condition clears, the display will show TANK FULL 99. The number is the tank full restart time and the unit will restart when this delay times out.

For 2 level switch operation, the upper switch is connected to the tank full high input and the lower switch is connected to the tank full low input. When both switches are clear, the RO unit will run. The RO unit will continue to run when the water level rises and the lower switch becomes active. When the upper switch becomes active, after the 5 second delay, the RO unit will shut down, TANK FULL will show on the display. When the tank level drops and the upper level switch clears, the display will show TANK FULL 99 and the RO unit will remain off. The number is the tank full restart time and the number will blink until the lower level switch clears. When the lower level switch clears, the number will remain steady and the RO will restart when the delay times out.

#### Tank Full Restart

The tank full restart is the delay before the RO unit starts when a tank full condition clears. This delay can be in minutes or in seconds. The TF Restart Set-point selects seconds or minutes.

#### Tank Full Override

A timed tank full override can be initiated when the RO unit is shut down due to a tank full condition. Pressing the Alarm Silence/Reset key for 3 seconds during a tank full condition will enable the tank full override. The RO will start and TF OVERRIDE 9 will show on the display. The number is the minutes remaining in the override timer. When the override times out, the unit will return to the tank full shut down condition.

#### **Pressure Fault**

If the pressure fault input becomes active and stays active for the delay programmed in the PF Delay Set-point, the unit will shut down for a pressure fault. The display will show PRESS FAULT, the alarm lamp will flash and the audible alarm will sound. The pressure fault can be cleared by pressing the Alarm Silence/Reset key twice. NOTE; the auto reset function is not active for this shut down.

#### **Auto Reset**

If a pressure fault shut down occurs and the Auto Reset Set-point is programmed to 0, the unit will remain shut down until manually reset. If the Auto Reset Set-point is programmed to a value greater than 0, the unit will automatically clear the pressure fault and attempt to restart after this delay times out.

#### Alarm Silence

When a shutdown occurs that causes the audible alarm to sound, the alarm can be silenced by pressing the Alarm Silence/Reset key once. The alarm will remain silenced if the Alarm Silence Set-point is programmed to 0. If the Alarm Silence Set-point is programmed to a value greater than 0, the alarm will resound after this delay times out. Pressing the Alarm Silence/Reset key will silence the alarm and reset this delay.

### Pretreat

If the pretreat input becomes active and stays active for 2 seconds, the unit will shut down in a pretreat lockout condition. PRETREAT will show on the display and the unit will remain shut down as long as the pretreat input is active.

#### MEMBRANE FLUSH

If the Flush Type Set-point is programmed to 0, flush is disabled. If membrane flush is desired, several types of flush are available. When the unit enters a flush cycle, the flush relay will activate. The flush cycle will last for the time programmed in the Flush Time Set-point. Table 3 shows the value that must be programmed in the Flush Type Set-point for each type of flush.

FLUSH TYPE	DESCRIPTION
0	NO FLUSH
1	TANK FULL
2	OPERATING HOURS
3	OPERATING HOURS AND TANK FULL
4	ELAPSED TIME
5	ELAPSED TIME AND TANK FULL
6	OFF HOURS
7	OFF HOURS AND TANK FULL
8	RO START/STOP

TABLE 3

TANK FULL - The RO unit will flush each time a tank full condition occurs.

OPERATING HOURS - A flush will occur when the RO pump has operated for the number of hours programmed in the Flush Interval Set-point.

ELAPSED TIME - A flush will occur after the number of hours programmed in the Flush Interval Set-point has passed.

OFF HOURS - A flush will occur when the RO has been shut down due to a tank full condition for the number of hours programmed in the Flush Interval Set-point.

RO START/STOP - A flush will occur each time the RO starts or stops.

The tank full flush can be combined with any of the 3 interval flush types. A manual flush can be initiated by pressing the Alarm Silence/Reset key for 3 seconds.

- Attachment to Exhibit 14, Section 14.2

License Type: Cultivator

#### Flush Mode

The Flush Mode Set-point can be used to control the operation of the inlet valve and RO pump during flush. Each can be independently programmed to operate during flush. Table 4 shows the values to program into the Flush Mode Set-point to control the operation of the inlet and RO outputs during flush.

FLUSH MODE	RO PUMP	INLET VALVE
0	OFF	CLOSED
1	OFF	OPEN
2	ON	CLOSED
3	ON	OPEN

TABLE 4

#### High TDS / Conductivity Warning/Alarm

If the TDS / Conductivity reading exceeds the limit programmed the TDS / Cond Limit Set-point for the delay programmed in the TDS / Cond Delay Set-point, the alarm lamp will light and the HI TDS / Cond warning message will show on the display. This warning will clear when the TDS / Conductivity drops below the Set-point. If the TDS / Cond Shtdwn Set-point is programmed to 0, the unit will continue to operate. Otherwise, once a high TDS / Cond warning occurs, after the time programmed in this set-point, the RO unit will shut down and the alarm will sound. The alarm can be cleared by pressing the Alarm Silence/Reset key twice.

#### Operating Hours Exceeded

If the current hours exceed the limit programmed in the Maximum Hours Set-point, the alarm lamp will light and the OP HOURS EXCEEDED warning message will be shown. This warning can be cleared by programming the current hours to 0 or by increasing the maximum hours limit,

#### I/O Expander

The I/O Expander board adds 2 relays and 1 switch input. The operation and programming of the 2 relays is described in the installation section.

#### **Auxiliary Output**

Relay 1 can be used to control a re-pressurization pump when relay 1 of the expander board is configured to operate an aux relay. In this mode, this relay will be energized as long as the tank low input is not active. When energized, the relay supplies power to the re-pressurization pump.

#### Tank Low

When the tank low input has been active for 5 seconds, the auxiliary output will turn off. The alarm lamp will light and the TANK LOW warning message will show on the display. When the tank low condition clears, the TANK LOW 99 warning message is displayed. The number is the delay in minutes before the auxiliary relay will energize.

For boost pump operation, when the tank low input has been active for 5 seconds, the boost pump output will turn off, the RO unit will shut down, the alarm famp will flash and the audible alarm will sound. TANK LOW shutdown message will show on the display. When the tank low condition clears, the TANK LOW 99 shutdown message is displayed. The number is the delay before the RO unit will restart. The shutdown can be manually reset by pressing the Alarm Silence/Reset button twice.

#### **Boost Pump Output**

Relay 1 can be used to control a boost pump when the expander board is configured to operate relay 1 as a boost pump relay. This relay will operate the same as the inlet solenoid relay. This option is used to directly operate a boost pump up to 1HP.

- Attachment to Exhibit 14, Section 14.2

Divert Output

When relay 1 or relay 2 has been programmed to operate as a divert relay, the relay will energize when the TDS / Conductivity exceeds the TDS / Cond Limit Set-point. This will occur as soon as the reading exceeds the limit, there is no delay. When the reading drops below the limit and stays below the limit continuously for 5 seconds, the divert relay will turn off.

**Alarm Output** 

When relay 2 has been programmed to operate as an alarm relay, the relay will energize whenever a warning or alarm condition occurs. The relay will remain energized as long as the warning/alarm condition is active.

# **ADJUSTMENTS**

# TDS / Conductivity Calibration

Refer to figure 3 for adjustment location. To calibrate the TDS / Conductivity, place the cell in a known standard solution. Adjust the span adjustment for the correct reading. If the cell is installed, the unit can be calibrated by taking a sample of the permeate water and testing it with a known, good meter. Adjust the span control until the reading matches the meter. NOTE: If the TDS / Cond range is changed, the unit must be recalibrated AND some components may need to be changed.

# **Display Adjustment**

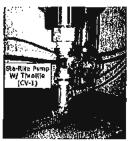
The display contrast can be adjusted for best viewing by adjusting control R3. This control is located toward the upper right corner of the board, just to the left of the cell connector

License Type: Cultivator

# INITIAL SYSTEM START-UP

Refer to the P&iD on page 31 for valve and gauge locations.

Note: Pump throttle valve CV-1 is only available on systems with Sta-Rite Multistage pumps

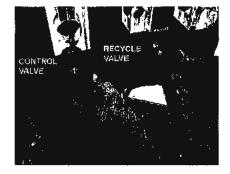




- 1. Direct the product water tubing to drain.
- 2. Open the feed water supply valve,
- Open the system pressure (pump throttle) control valve (CV-1) fully counterclockwise (if applicable). Open the
  concentrate control valve (CV-2) fully counterclockwise. Close the recycle valve (CV-3).
- 4. Press the power button to turn the system on. Note inlet water pressure must be at least 40 psi,

**Caution:** If the pump chatters loudly, it is starving for water (cavitating). Turn the unit OFF immediately to prevent pump damage. Correct the low pressure condition before proceeding.

- If incoming pressure is too high, an inlet pressure regulator (not included) may be installed. This should be set at 40 psi.
- Some fittings may have loosened during shipment. Check for leaks at all tube fittings and threaded joints.
- 7. Allow the unit to run for at least 30 minutes to flush the preservative solution from the system.
- 8. Once the preservative solution has been flushed from the system, shut down the system by pressing the 'power' button and redirect the permeate flow to desired product storage tank or down-stream equipment.
- Restart system.
- Adjust the Throttle Valve (CV-1) to get the specified permeate flow (if applicable).
- Adjust the Control Valve (CV-2) and Recycle Valve (CV-3) until the specified permeate flow and recycle flow are obtained. It may be necessary to readjust the Throttle Valve (CV-1).



- Attachment to Exhibit 14, Section 14.2

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**Caution:** Do not exceed the rated permeate flow or the rated recycle flow – otherwise membranes may be irreversibly fouled.

A Caution: Do not operate the system with the control valve closed.

**Note:** By setting the feed pressure as low as possible to meet the application requirement, the service life of the pump and RO elements will be optimized. The system should be run continuously when possible, rather than go through frequent start/stop cycles.

- 12. Run unit and check again for leaks, repair prior to placing unit in service.
- 13. Test the operation of the pressure switch by slowly closing the inlet water supply valve. The unit should shut off after a short 5 second time delay.

A Caution: If the unit does not shut off, turn the unit OFF immediately to prevent pump damage. Disconnect the electrical power source, then check the wiring and replace or adjust the switch if necessary. (Pressure switch adjustment instructions in maintenance on page 24.)

14. Once all the desired flows are set, allow the system to run for approximately 30 minutes. Then record the performance information using the system operation data log on page 18. The values recorded at startup will be important for determining system performance at a later date.

# **OPERATING DO'S & DON'TS**

# DO:

- 1. Change the cartridge filters regularly
- 2. Monitor the system and keep a log daily
- 3. Run the system, as much as possible, on a continuous basis.
- 4. Adjust the system recovery to the recommended value

# DON'T

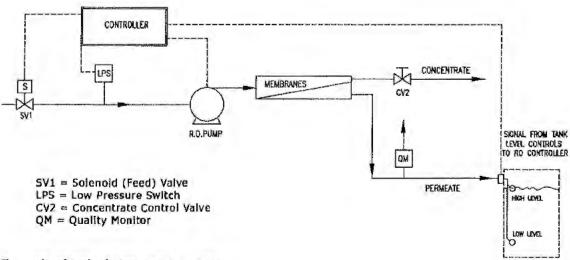
- 1. Permit chlorine in the feed water.
- 2. Shut down the system for extended periods.
- 3. Close the throttle valve completely.
- 4. Operate the system with insufficient feed flow.

# SYSTEM AUTOMATION

The system will automatically turn on when the water level in the permeate tank reaches the mid level float, and turn off when the water meets the high level float.

There are two float switches on this system:

- · High level float switch: Signals when tank is full and shuts down the unit.
- Low level float switch: Signals when the tank is half empty and turns the unit on.
- (Optional third switch) Tank empty switch: Signals when the tank is empty to shut off the repressurization
  pump (not included with the system).



# Example of typical start-up sequence:

- 1. Water level in tank drops to low level.
- 2. Solenoid opens to allow feed water into the system.
- Incoming feed must meet/exceed low pressure setpoint for the pump to turn on. (This will indicate sufficient inlet water supply to operate the pump without cavitation.)
- 4. Pump will start after delay (typically 5-10 seconds).
- 5. Permeate and concentrate flows are determined by manual control of concentrate valve.
- 6. System will continue to run until the water level in the tank reaches high level.
- Once the water reaches high level, pump will stop and a flush cycle will begin. The solenoid will close once the flush is complete.

# SYSTEM SHUT-DOWN

- 1. Press the Power Button. Allow sufficient time for the system to go through the flush cycle before proceeding.
- 2. Turn off the main power disconnect. This removes all power from both the power and control enclosures.
- If the RO System is to be shut down for more than a week, a membrane preservative should be used. Refer to the instructions for preserving the system.
- When the system is restarted after extended shutdown, both permeate and concentrate should be diverted to the drain for at least 30 minutes.

# SYSTEM MONITORING AND RECORD KEEPING

The system should be monitored and all pertinent data recorded on a daily basis. Data is needed to determine the operating efficiency and for performing system maintenance. The latter includes cleaning of the membranes, adjusting the operating conditions, replacement of the membranes, and antiscalant use. Use the system data logging form the following page.

\*Membrane warranty claims cannot be processed without adequate operating data and history of the RO System.

DATA LOG Data for Each Date/Time Date/Time Temperature (Deg. F) Feed Pressures (PSI) Feed **System** Media Filter IN Media Filter\* OUT Cartridge Fliter\* IN Cartridge Filter OUT Flow (GPM) Permeate\*\* (P) Concentrate (C) Feed = P + C TDS (PPM) Feed Permeate Other pH, Feed Cl<sub>2</sub>, Feed (ppm) Scale Inhibitor (ppm)

<sup>\*</sup> If Included.

<sup>\*\*</sup>Temperature and net pressure of the feed water must be taken into account before comparing or evaluating the performance of the reverse osmosis system.

# SYSTEM OPERATION TEMPERATURE

The water temperature is one of the key factors in the performance of the reverse osmosis membrane element. A higher temperature will result in more product flow and a lower temperature will result in less product flow. All reverse osmosis membrane elements and systems are rated at 77° Fahrenheit (25° Celsius).

To find the membrane permeate rate at a different temperature, follow these steps:

Find the temperature correction factor (TCF) from the below table. Divide the rated permeate flow at 77° Fahrenheit by

the temperature correction factor. The result is the permeate flow at the desired temperature,

Feed Water Tel		TCF for
C°	Fo.	Thin Film
14. <b>1</b> (14.2)	33.8	3.64
2	35.6	3.23
	37.4	3.03
4	39.2	2.78
5.	41	2.58
6	42.8	2,38
7	44.6	2.22
8	46.4	2,11
9	48.2	2.00
10	50	1.89
11	51.8	1.78
12	53.6	1,68
13	55.4	1.61
14	57.2	1.54
(TA <b>) 15</b> (15)	59	1.47
16	60.8	1.39
1 10 47 1 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	62.6	1.44

Feed Wate	r Temperature	TCF for
Co	Fo.	Thin Film
18	64.4	1.29
19	66.2	1.24
20	68	1.19
21	69.8	1,15
22	71.6	<b>第1.11</b> 生。
23	73.4	1.08
24	75.2	1.04
25	77	1.00
26	78.8	0.97
27	80.6	0.94
28	82.4	0.91
29	84.2	0.88
30	86 ∤	0.85
31	87.8	0.83
.32	89.6	0.80
33	91.4	0.77
34	93.2	0.75
A A 1.3 1.4.		20 - 31 - 31 - 31 N

Feed Water	Temperature	TCF for
Co	F°	Thin Film
35	95	0.73
36	96.8	0.71
37	98.4	0.69
38	100.4	0.67
39	102,2	0.65
40	104	0.63
41	105.8	0.61
42	107.6	0,60
43	109,4	0.58
44	111.2	0.56
45	113	0.54
46	114.8	0.53
47	116.6	0.51
48	118.4	0.49
49	120.2	0.47
50	122	0.46

# TROUBLESHOOTING

	GENER	AL T	ROUBL	ESHO	OTING
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PROBLEM	POSSIBLE CAUSE	SOLUTION		
Inlet pressure low	Low supply pressure	Correct incoming supply pressure		
	Cartridge filters plugged	Change filters		
	Solenoid valve malfunction	Replace solenoid valve and/or coil		
Permeate flow low	Low water temperature	Adjust water temperature		
	Low system pressure	Adjust control valve		
	Membranes fouled	Clean membranes		
Pump noisy	Low inlet flow	See "Inlet pressure low"		
Permeate quality poor	Low inlet flow	Adjust control valve		
	Low system pressure	See above		
	Recovery too high	Reduce recovery		
	Membranes fouled	Clean membranes		
	Membranes damaged	Replace membranes		
Feed pressure present, even after tank full	Solenoid malfunction	Replace solenoid		
aner igily luli	Coil malfunction	Replace coil		
	Controller malfunction	Inspect or replace		

# SYSTEM CONTROLLER TROUBLESHOOTING - I-ROC150S

**Caution:** Hazardous voltages are present when power is applied to the controller. Pressing the Power key DOES NOT remove these voltages. The power must be disconnected from the power source. When connecting or disconnecting any wiring to the unit, be sure the power is turned off at the disconnect or breaker.

**Note:** If fuse F1 is blown, none of the outputs will operate. If fuse F2 is blown, the controller will be inoperative.

PROBLEM	TROUBLESHOOTING STEPS
System Inoperative	Is the yellow CPU active LED blinking? If no, is the green power LED, DS1 Lit? If no, is the fuse OK? If no, replace the fuse. If yes, with a voltmeter, verify power is applied to the power terminals L1 and L2. If power is applied to the power terminals and the above checks are OK, the board is probably defective and should be replaced. If no power is applied to the board, check the power wiring to the system.
Display Blank	Is the green power LED, DS1 lit? If no, refer to the system inoperative section. If yes, is the CPU active LED, DS9 blinking? If no, replace the board. If yes, adjust the display contrast adjustment, R3. Is the display still blank? If yes, replace the board.
Inlet Valve Will Not Operate	Is the system in standby? If no, are any shut down conditions active? If no, is the RO LED, DS6 lit? If no, replace the board. If yes, with a voltmeter, verify if there is power on the RO pump terminals. Is there power? If no, replace the board. If yes, check the pump and wiring.
RO Pump Will Not Operate	Is the system in standby? If no, are any shut down conditions active? If no, is the RO LED, DS6 lit? If no, replace the board. If yes, with a voltmeter, verify if there is power on the RO pump terminals. Is there power? If no, replace the board. If yes, check the pump and wiring.
No Flush or Not Flushing Correctly	Verify that flush is enabled and what type of flush is selected. Is flush enabled? If no, enable flush. If yes, press the Alarm Silence /Reset key for 3 seconds. Does the unit show flush on the display? If no, replace the board. If yes, is the flush LED, DS10 lit. If no, replace the board. If yes, with a voltmeter, verify if there is power on the flush terminals. Is there power? If no, replace the board. If yes, check the valve and wiring.
No or Incorrect TDS Reading	Is sensor wired correctly? If no, correct wiring. If yes, is sensor installed as described in the installation section? If no, install correctly. If yes, verify correct TDS / Conductivity range. Range correct? If no, correct range. If yes, calibrate unit. Does unit calibrate OK? If no, disconnect green and white wires of sensor. Does reading show 0? If no, replace board. If yes, reconnect wires and remove sensor from piping and dry. Does reading show 0? If no, replace cell. If yes, short pins of cell together. Does reading show >^^^=? If no, replace board.

License Type: Cultivator

PUMP TROUBLESHOOTING (FOR SYSTEMS WITH PROCON PUMPS)
(Hydro-12521A, Hydro-125A, Hydro-225A: All Voltages; Hydro-14A-116, Hydro-24A: 60Hz only)

PROBLEM	POSSIBLE CAUSE	SOLUTION
Pump is working below its capacity (continued on next page)	Inlet or internal strainer is clogged or restricted	Clean out the inlet line. If you have an inlet filter or internal strainer, clean it (replace it is more than 20% clogged). Do not allow debris to fall into pump from filter.
	Pump is rotating in the wrong direction	Change motor rotation by properly rewiring it.
Pump is working below its capacity (continued from previous page)	Low motor RPM	Check your motor to make sure it is working properly and that it is wired for the voltage and frequency (50 or 60 Hz)
	Inside of the pump is wearing out, caused by materials getting into the pump	Replace the pump. To prevent future failures, ensure an adequate filter on the inlet line.
	Relief valve setting is incorrect	Contact the manufacturer about having the relief valve reset.
Pump is leaking	Mechanical haft seal or rubber O-ring is failing	Replace the pump.
	Relief valve cap or strainer cap is loose	Tighten the cap on the relief valve or strainer.
	Relief valve cap or strain cap o- ring or gasket are damaged	Replace the damaged O—ring or gasket. Contact the manufacturer to order.
	inlet or outlet port filtings are loose or sealant failed	Apply joint compound or tape and reinstall the fittings. Do not allow sealant to fall into the pump.
Pump is noisy	Inlet or internal strainer is clogged or restricted	Clean out the inlet line. If you have an inlet filter or internal strainer, clean it (replace it is more than 20% clogged). Do not allow debris to fall into pump from filter.
	Acorn nul on the relief valve or strainer cap is loose.	Tighten the acorn nut on the ralief valve or the strainer cap.
	Gasket or O-ring on the acorn nut or strainer cap is defective	Replace the gasket or the O-ring on the acorn nut or the streiner cap. Do not tamper with the relief valve setting.
	Coupling, mounting bolt, or V- band clamp is loose	Turn off the motor and disconnect the power to the motor. Then properly align and tighten the loose component.
	The pump and motor are misaligned	Turn off the motor and disconnect the power to the motor. Remove the pump from the motor. Then remount the pump onto the motor, making sure it is aligned properly.
Motor is stalling or overloads are tripping out	The pump and motor are misaligned	Turn off the motor and disconnect the power to the motor. Remove the pump from the motor. Then remount the pump onto the motor, making sure it is aligned properly.

Lime and mineral deposits in the

pump are causing internal

binding

Motor may be defective.

Motor may be wired for wrong

voltage.

Replace the pump.

Check the motor and replace if necessary.

Check wiring against the motor wiring

diagram.

- Attachment to Exhibit 14, Section 14.2

# License Type: Cultivator

# SYSTEM MAINTENANCE

# Maintain proper operating conditions.

(See section: "Design Basis" on pages 3-4)

# SEDIMENT PRE-FILTER CARTRIDGE

# When to Change Sediment Prefilter Cartridge

Sediment cartridge Filters should be changed regularly to maintain proper pump pressure and flow. If the pressure drop across the cartridge filter (as indicated by the differential between the filter inlet and filter outlet pressure gauges) increases by 10 psi, the cartridge filters should be changed.

# Changing Cartridge Filters

- 1. Turn unit off.
- 2. Close inlet supply valve.
- 3. Un-assemble the filter housing (twist the sump counter-clockwise).
- 4. Remove and inspect the cartridge. Replace as needed.
- Before replacing housing, insure that O ring seal is lubed and placed in groove of housing. Inspect seal and replace as needed.
- 6. Assemble housing (turn the sump clockwise into the cap until tight).

# MEMBRANE CLEANING

# When to Clean Membranes

In normal operation, the membrane in reverse osmosis elements can become fouled by mineral scale, biological matter, and grime. These deposits build up during operation until they cause loss in water output or loss of salt rejection, or both. Elements should be cleaned whenever the water output rate drops by 10 percent from its initial flow rate (the flow rate established during the first 24 to 48 hours of operation), or when salt content in the product water rises noticeably.

Note: Check water temperature and apply temperature correction (page 19) to determine if flow loss is due to low feedwater temperature. A malfunction in the pretreatment, pressure control or pump can cause a drop in feedwater delivery pressure, feedwater flow, or product water output, or an increase in salt passage. If such adjustments are needed, the element may not require cleaning.

Common Foulants and Their Associated Symptoms

Foulant	Symptoms	Solution/Cartridge Part #
Biological Growth	Element may have strong odor, possible mold growth on scroll end.  Element will likely exhibit low permeate flow, but salt rejection will usually be as good if not better than original test.	Alkaline Cleaner: AM-22 Cartridge: C-C2520-A22
Carbonate Scale	Usually on tap water or brackish water elements only. The element may be noticeably heavier than normal. Element will exhibit low permeate flow and poor salt rejection.	Acid Cleaner: AM-11 Cartridge: C-C2520-A11
Iron Fouling	Rust coloring seen on end of scroll. Possibly some large rust flakes from iron plumbing. Element will exhibit low permeate flow and poor salt rejection. Rust colored reject water may be seen on start of baseline test	Acid Cleaner: AM-11 Cartridge; C-C2520-A11

# Cleaning Sequence

Whether the system needs acid or alkaline cleaning will depend on the type of foulant suspected. We recommend acid cleaning be performed first, even when alkaline cleaning is desired. If system performance recovers with acid cleaning, then alkaline cleaning is not necessary.

- ACID CLEANING (AM-11, C-C2520-A11)
- 2. FLUSH
- ALKALINE CLEANING (AM-22, C-C2520-A22)
- 4. FLUSH

# Cleaning Procedure Using Membrane Cleaning Cartridges

- 1. Shut down the RO system.
- 2. Disconnect the permeate line and divert permeate to drain during cleaning.
- 3. Remove the pre-filter cartridge from the filter housing.
- Replace the sediment pre-filter cartridge with the cleaning cartridge and assemble into the filter housing,
- Turn system ON. After 30-40 seconds\*, shut down the system.
- 6. Let the membrane(s) soak in the cleaning solution overnight.
- Remove the empty cleaning cartridge and replace it with the original filter.
- 8. Restart the system. Direct the permeate to drain for 5 minutes.
- Go back to normal operations.

\*Instead of time, you may use one of the following criteria:

- a. Run the system until the pH of the concentrate is almost the same as the cleaning solution.
  - $\bullet AM-11 pH = 3$
- AM-22 pH = 10-12
- b. Permeate rate for the system drops to a very low value.



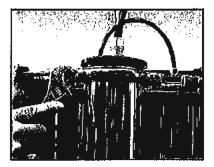
A Caution: Handle all chemicals with care. Wear protective clothing and eye protection.



A Note: The system must be flushed thoroughly between acid and alkaline cleanings.

# MEMBRANE REPLACEMENT

- 1. Remove clamps from yessel using 9/16" socket or wrench. Use two screw drivers on each side to push end caps out of vessel slowly.
- 2. Push the membrane out through the vessel from the feed end towards the concentrate end.
- 3. If there is not enough room to remove the membrane from the vessel through the concentrate end it can be removed from the feed end.
- 4. Install the new membrane from the feed end. Ensure that the brine seal is oriented towards the feed end. Check that the end adapters and all orings are in good condition and in position.
- 5. Replace end plug(s) using glycerin lubricant as required on O rings (HYPERLOGIC Model No. H-C111DC).
- 6. It is highly recommended to have a spare set of O-rings and brine seal while replacing the membranes.
- 7. As the membranes may have preservative or be contaminated, please wash your hands thoroughly after replacing membranes.



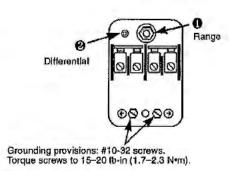




# LOW PRESSURE SWITCH ADJUSTMENT

## Adjust in the proper sequence:

- Range: Turn nut down (clockwise) for higher cut-in pressure, or up (counterclockwise) for lower cut-in.
- Differential: Turn nut down (clockwise) for higher-cut-out pressure, or up (counterclockwise) for lower cut-out.



# PUMP MAINTENANCE (FOR SYSTEMS WITH STA-RITE PUMP)

For L-14A, L-24A: 50Hz Only; L-34A, L-44A, L-54A, L-64A All Voltages

**WARNING:** Hazardous Voltage. Can shock, burn or cause death. Disconnect power to the pump before servicing.

# Tools required:

- 7/16\* open end wrench (2 required)
- · Flat blade screwdriver with insulated handle
- · Work bench with vise recommended

- · Pliers or similar tool
- Pipe wrench.

# Impeller Stack Change Out (see diagram on following page )

Remove pump from service and mount vertically in vise (if available) motor side down. Hold at center of motor. It may be desirable to wrap motor with a shop rag to protect outside surface. Proceed as follows:

- Attach pipe wrench to flats on discharge connection and turn clockwise to remove (left hand threads).
- Remove screws holding motor canopy and remove canopy. Pull straight off as shown, Leave switch wires attached (if present).

WARNING: Capacitor voltage may be hazardous. To discharge capacitor, hold insulated handle screwdriver by the handle and short capacitor terminals together. Do not touch metal screwdriver blade or capacitor terminals.

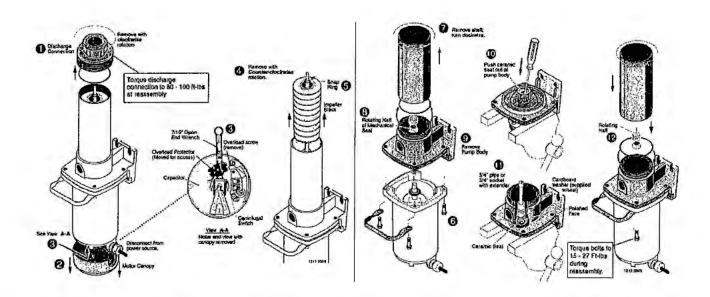
- 3. Unscrew the overload and move it aside. Do not disconnect wires. Slide 7/16" open end wrench in behind spring loaded centrifugal switch as shown. Place on motor shaft flats to hold shaft stationary.
- 4. With one 7/16" wrench in place on motor shaft, place second wrench on shaft hex at pump end and unscrew impeller stack by turning counter-clockwise.
- 5. Once loose from motor shaft, hold shaft by snap ring using a pliers or similar tool, and pull stack from shell. You may have to apply a back and forth motion to break stack loose from shell.

To assemble with replacement impeller stack, keep pump in the vertical position, motor down, and reverse instructions 1 through 5.

### Assembly hints:

- Apply a soapy water solution to suction and discharge O-Rings to ease seating of shell.
- Make sure mechanical shaft seal spring is in proper position on motor shaft.

On three-phase models, apply Loctite No. 271 to motor shaft threads before reinstalling stack



# Mechanical Seal Changeout (refer to figures above)

This procedure is best completed with the pump held in a vertical position, motor down.

First, complete "Disassembly" instructions 1 through 5 under "Impeller Stack Changeout." (see previous page)

- 6. Remove 4 capscrews holding pump body to motor. Pump handle will come off with top capscrews.
- 7. Unscrew pump shell from pump body, turning clockwise (left hand threads).
- 8. Remove mechanical shaft seal spring and rotating half from motor shaft. Use care not to scratch motor shaft when removing rotating half,
- 9. Remove pump body from motor and place on flat surface, face down. Again, use care not to scratch motor shaft.
- 10. Use a screwdriver to push ceramic seat out from seal cavity as shown.
- 11. Installation of ceramic seat:
  - a. Turn pump body over so seal cavity is up; clean cavity thoroughly.
  - b. Clean polished surface of ceramic seat with a clean cloth.
  - c. Lubricate outside rubber surface of seat with soapy water. Place cardboard washer over polished face of seat and press into seal cavity using a 3/4" socket or a piece of 3/4" standard pipe.
  - d. Be sure polished surface of seat is free of dirt and has not been damaged by insertion. Remove excess soapy water. Dispose of cardboard washer.
- 12. Installation of rotating half and spring:
  - Reinstall pump body on motor using extreme caution not to hit ceramic portion of seal on motor shaft.
     Reattach pump body to motor using capscrews. Be sure to reinstall pump handle at this time.
  - b. Inspect shaft to make sure that it is clean.
  - c. Clean face of rotating half of seal with a clean cloth.
  - d. Lubricate inside diameter of rotating half with soapy water and slide onto motor shaft (sealing face first).
  - e. Place spring over motor shaft so it rests on rotating half.
- 13. To complete reassembly from this point, reverse instructions 1 through 5 under "Impeller Stack Changeout," NOTE: Lubricate suction and discharge O-Rings with soapy water for easier installation of shell.

# SHUT-DOWN AND STORAGE

A Caution: Handle all chemicals with care. Wear protective clothing and eye protection.

# MEMBRANE STORAGE (OUTSIDE OF RO SYSTEM)

To prevent bacterial growth and help maintain flux, it is recommended that elements be immersed in a solution 20.0 percent, by weight, AM-225 and 1.0 percent by weight AM-88.

Prepare the Solution: Make a water solution by adding about 1 ounce of AM-88 per gallon of water (use RO permeate if possible). Also add about 1.5 lbs of AM-225 per gallon of water.

Storing Elements: Mix the solution well. Soak the elements in this solution for 1 hour. Drain and seal in plastic bags.

# **RO SYSTEM STORAGE AND BIOCIDAL PROTECTION**

To prevent biological growth during storage, shipping, or system shutdowns, it is recommended that RO systems and membranes be immersed in a solution of AM-88. This can be performed using a membrane preservative cartridge, part # C-C2520-A88.

# System Preserving Procedure

- 1. Shut down to RO system.
- 2. Disconnect the permeate line and direct permeate to drain during cleaning/preserving.
- 3. Remove the 5M filter cartridge from the pre-filter housing.
- 4. Replace the filter cartridge with the preservative cartridge and assemble into the filter housing.
- 5. Turn system ON. After 30-40 seconds, shut down the system.
- 6. Drain the system of the permeate solution as much as possible by opening a valve/fitting at a low point in the system. Close off the inlet and outlet to the membrane/system.

# Flushing out Preservative/Re-start Procedure:

- 1. Open valves etc. and put the system back in the position it was before preserving,
- 2. Remove the empty preservative cartridge and replace it with a new cartridge filter.
- 3. Re-start the system. Direct permeate to drain for at least 30 minutes.
- 4. Return to normal operation.

# DISINFECTION AND STERILIZATION OF RO ELEMENTS

An excellent disinfectant for spiral elements is 0.1 percent AM-88. This solution inhibits bacterial growth white maintaining the high flux and salt rejection of elements. It is made by dissolving one ounce of AM-88 in 8 gallons of water. Elements should be flushed with this solution before storage or at the beginning of long down periods.

Sterilization can be achieved with formaldehyde. However, this reagent should not be used unless the element is first operated for 24 hours. Otherwise, severe flux losses may occur in the membrane. After this initial period, the membrane will tolerate any customary formaldehyde concentration used in sterilization.

Other disinfectants and sterilants can be used. Hydrogen peroxide at 100 to 1000 ppm (0.01 to 0.1 percent) is effective at room temperature. Hydrogen peroxide will damage the membrane at higher temperatures, however. Chloramine, Chloramines T and N chloroisocyanurates can be used in spiral elements. They are not very effective as sterilants, however. Also, if they are used in combination with an already heavily fouled (biological) test loop or system, flux losses are occasionally experienced from dead bacterial matter in the feed stream depositing on membrane surfaces. Chlorine dioxide, free of hypochlorite or chlorine, may be used as a disinfectant. Both Chloramines and chlorine dioxide readily pass through membranes, appearing in the permeate.

Chlorine (hypochlorite) is not recommended for disinfecting membrane elements. Permanent damage will occur.

lodine, quaternary compounds, and phenolic disinfectants cannot be used with spiral elements. All three cause severe flux losses.

- Attachment to Exhibit 14, Section 14.2 License Type: Cultivator

- 0	Component Identific	cation by P&ID						by 3 digi			
•	(rom P&ID on F		Hydro- 12521A	Hydro- 125A	Hydro- 225A	Hydro- 14A	Hydro- 24A	Hydro- 34A	Hydro- 44A	Hydro- 54A	Hydro- 64A
#	Part No.	Description	Qty.	Qty.	Qty.	Qty.	Qty.	Qty.	Qty.	Qty.	Qty
1	8210P095	Solenold valve, %" normally closed	1	1	1	1	1	1	1	1	1
2	I-PG100N	Feed pressura gauge, 0-100 PSI	1	1	1	1	1	1	1	1	1
3	H-H234WBE (housing) H-F2005CF (filter)	Sediment filter housing and cartridge filter, 5 Micron	1	1	1	1	1	1	1	1	1
	I-PG100N	Inlet pressure gauge, 0-100 PSI	1	1	1	1	1	1	1	1	1
5	I-PS915CUL (Mounted on control assembly)	Pressure switch, low	1	1	1	1	1	1	1	1	1
6	112B100F31XX P-MP828 1/3 HP P-MP871 ½ HP (-2(5)	RO Pump/motor Model L-12521A	1 -116 -216 -215		•	-	_	and the same of th	-	-	-
6	112A125F11XX P-MP871 ½HP P-MP872 ¼HP (-215)	RO Pump/motor Model L-125A	-	1 -116 -210 -215	-	-	-	-	_	-	-
	114B240F11BA250 P-MP672 3/4HP	RO Pump/motor Model L-225A Systems	•	-	1 -118 -216	-	-	J			-
	P-MG573 1 HP (60hz)	RO Pump/motor Models: L-225A-215 L-14A and L-24A		-	1 -215	-116 -216	1 -115 -216	-		-	-
	HPS20H	SS Pump/motor 60HZ 1PH, 220V/60HZ	-	-		-	-	1 -215	1 -218	1 -216	1 -216
6	HPS20H3-D1-MS4	RO Pump, 3 HP, 50HZ 1PH Models: L-14A, L-24A, L-34A, L-44A, L-54A, L-64A	•	-	-	1 -215	1 -215	1 -215	1 -215	1 -215	1 -215
в	HPS20H3-D1MS3	RO Pump, 3HP, 50HZ 3PH Modela: L-34A, L-44A, L-54A, L-64A	**	-	-	-	-	1 -235	1 -235	1 -235	1 -235
6	HPS20H3	RO Pump, 3 HP, 60HZ 3PH Models: L-34A, L-44A, L-54A, L-64A	-	-	-	_	-	1 -236 -436	1 -236 -436	1 -236 -436	1 -236 -438
7	I-PG400N	System pressure gauge, 0-400 PSI	1	1	1	1	1	1	1	1	1
	M-T2521AHF	RO Membrane 2.5x21* thin film	1	pa.	-		-	-	+	-	-
		RO Membrane 2.5x40" thin film	-	1	2		-	_	-	-	_
	M-T4040AHF	RO Membranes 4x40" thin film	-	-	-	1	2	3	4	5	6
	PV2521SSAW-316	2.5x21" Pressure vessel,316SS	1		-	-	-	~	-	-	-
	PV2540SSAW-316	2.5x40" Pressure vessel, 316SS	-	1	2	- -			•	~	
	PV4040SSAW-318	4x40" Pressure vessel, 316 SS	-	<u>-</u>	-	1	2	3	4	5	6
	TC-GB-3/4 (CV1)	% Throttle valve		-	-		-	1	1	1	1
	B-626 (CV2)	3/8" Control valve concentrate/system	1	1	1				-	-	-
9A	D3812G813 (CV2)	½" Control valve concentrate/system	-	-	-	1	1	1	1	1	1

Voltage Coues: -116 = 120V/1PH/S0HZ, -216 - 220-240V/1PH/S0HZ, -215 = 220-240V/1PH/S0HZ, -238 = 240V/3PH/S0HZ, -235 = 240V/3PH/S0HZ, -435 = 460V/3PH/S0HZ

,	وتندلوا فيندين ويتناد	onent Identification by P&ID System Model Numbers (followed by 3 digit voltage code)									
	component ident	Hydro- 12521A	Hydro- 125A	Hydro- 225A	Hydro- 14A	Hydro- 24A	Hydro- 34A	Hydro- 44A	Hydro- 54A	Hydro- 64A	
#	Part No.	Description	Qty.	Qty.	Qly.	Qty.	Qty.	Qty.	Qty.	Qty.	Qty.
	I-FM02P4	Concentrate flow meter, 2 GPM	1	1	-	-	-	-	<b>=</b>		-
10	I-FM05P4	Concentrate flow meter, 5 GPM	-	-	1	1	1	-	-	-	
10	I-FM10P4	Concentrate flow meter, 10 GPM	-	-	-	-	-	1	1	1	1
11	I-FM01P4	Permeate flow meter, 1 GPM	1	1	-	-	-		-		-
11	I-FM02P4	Permeate flow meter, 2 GPM		-	1	1	-	•	-		-
11	I-FM05P4	Permeate flow meter, 5 GPM	4	-	-	-	1		-	-	-
11	I-FM10P4	Permeate flow meter, 10 GPM	-	-	-	10-		1	1	1	1
12	B-626 CV3	Recycle valve, 3/8" CV3	1	1	1	1	1	1	1	1	1
13	I-FM02P4	Recycle flow meter, 2 GPM	1	1	-	-	1	-	-	-	-
13	I-FM05P4	Recycle flow meter, 5 GPM		-	1	1	-	1	1	1	1
13	I-FM10P4	Recycle flow meter, 10 GPM	•	-	_	1 -215	1 -215	_	-	-	.,
14	80TDS150-10	Permeate TDS sensor	1	1	1	1	1	1	1	1	1
15	C-XLA01TXXXXXX	Control enclosure 1HP S100 w/I-PS915CUL Low pressure switch 120-240V/1PH/50- 60HZ	1 -116 -216 -215	1 -115 -216 -215	1 -116 -216 -215	1 -116 -216	1 -116 -216		-	-	-
15	C-LA03TXXXXXX	Control enclosure 3HP S100 w/I-PS915CUL Low pressure switch 120-240V/1PH/50- 60HZ		-	-	1 -215	1 -215	-	<u>.</u>	-	-
15	C-LA03UXXXXXX	Control enclosure 3HP S100 w/I-PS915CUL Low pressure switch 240V/3PH/50-60HZ	-	-	-	-	м	1 -236 -235	1 -238 -235	1 -236 -235	1 -236 -235
15	C-LA03VXXXXX	Control enclosure 3HP S100 w/I-PS915CUL Low pressure switch 460V/3PH/50-60HZ			-			1 -436	1 ~436	1 -436	1 -436
16	I-PG400N	Concentrate pressure gauge, 0-400 PSI	1	1	1	1	1	1	1	1	1
	46835K32	Check valve, permeate, ½"	1	1	1	1	1	1	1	-1	1
18	30E160R025-/250	Temp gauge, feed	1	1	1	1	1	. 1	1	1	1
20* Water Softener (ordered separately)			-	-	-	-	-	-	-	-	
21* Carbon (ordered separately)		-	-	-	-	-		-		-	
2.	Media Filter (ordered	separately)	<b>L</b>	-	-		-	-	_	-	-
-	YFL2PPAS	Float assembly, 2 Floats		-	•			-	-		-
4*	YFL3PPAS	Float assembly, 3 Floats		-	_	-	_		_	-	-

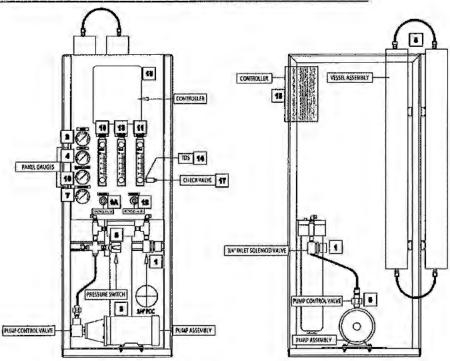
Voltage Codes: -116 = 120V/1PH/60HZ, -216 = 220-240V/1PH/60HZ, -215 = 220-240V/1PH/50HZ, -236 = 240V/3PH/60HZ, -235 = 240V/3PH/60HZ, -436 = 460V/3PH/60HZ

# COMPONENT IDENTIFICATION: STANDARD FEATURES FOR HYDRO-74A+

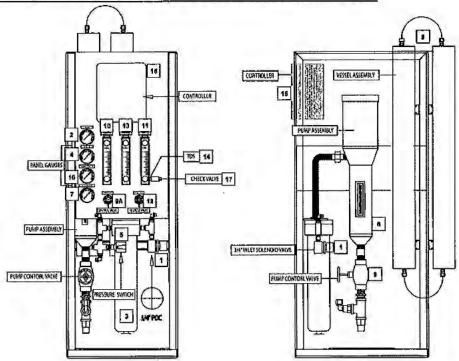
Γ	C	ent Identification by P&iD	System	Model Nu	mbers (foll-	owed by 3	digit voltag	ge code)
	Compone	from P&ID on Page 31	Hydro- 74A	Hydro- 84A	Hydro- 94A	Hydro- 104A	Hydro- 114A	Hydro- 124A
#	Part No.	Description	Qty.	Qty.	Qty.	Qty.	Qty.	Qty.
[1]	8210P095	Solenoid valve, '%' normality closed	1	1	1	1	1	1
2	I-PG100N	Feed pressure gauge, 0-100 PSI	1	1	1	1	1	1
3	150234 (housing) H-F20BB05CF (filter)	Sediment filter housing and cartridge filter, 20" Big Blue, 5 Micron	1	1	1	1	1	1
4	I-PG100N	Inlet pressure gauge, 0-100 PSI	1	1	1	1	1	1
5	I-PS915CUL (Mounted on control assembly)	Pressure switch, low	1	1	1	1	1	1
6	HPS20H	SS Pump/motor 60HZ 1PH, 220V/60HZ	-216	-216	-216	-216	-216	-216
6	HPS20H3-D1-MS4	SS Pump/motor 60HZ 1PH, 220V/60HZ	-215	-215	-215	-216	-215	-215
6	HPS20H3-D1MS3	RO Pump, 3 HP, 50HZ 1PH	-235	-235	-235	-235	-235	-235
6	HPS20H3	RO Pump, 3HP, 50HZ 3PH Models	-236 -436	-236 -436	-238 -436	-236 -436	-236 -436	-238 -436
7	I-PG400N	RO Pump, 3 HP, 60HZ 3PH Models:	1	1	1	1	1	1
8	M-T4040ALE	RO Membranes, 4x40" thin film	7	8	9	10	11	12
в	PV4040SSAW31634	4x40" Pressure vesse), 316 SS w/ 1/2" Ports	7	8	9	10	11	12
9	TC-GB-1 (CV1)	1" Throllie valve	1	1	1	1	1	1
9 <sub>A</sub>	D3812G813 (CV2)	1/2" Control valve concentrate/system	1	1	1	1	1	1
10	I-FM10P4	Concentrate flow meter, 10 GPM	1	1	1	1	1	1
11	5828,243	Permeate flow mater, 20 GPM	1	1	1	1	1	1
12	B-651 (CV3)	Recycle valve, 1/2" (CV3)	1	1	1	1	1	1
	I-FM05P4	Recycle flow meter, 5 GPM	1	1	1	1	1	1
14	80TDS150-10	Permoslo TDS sensor	1	1	1	1	1	1
15	C-LA03TXXXXXX	Control enclosure 3HP S100 w/l-PS915CUL Low pressure switch 120-240V/1PH/50-60HZ	-216 -215	-216 -215	-216 -215	-216 -215	-216 -215	-216 -215
15	C-LA03UXXXXXX	Control enclosure 3HP S100 w/I-PS915CUL Low pressure switch 240V/3PH/50-60HZ	-236 -235	-236 -235	-236 -235	-236 -235	-236 -235	-236 -235
15	C-LA03VXXXXXX	Control enclosure 3HP \$100 w/l-PS915CUL Low pressure switch 460V/3PH/50-60HZ	-436	-436	-436	-436	-436	-436
16	I-PG400N	Concentrate pressure gauge, 0-400 PSI	1	1	1	1	1	1
17	46835K33	Check valve, permeate, 1/4"	1	1	. 1	1	1	1
18	30E160R025-/250	Temp gauge, feed	1	1	1	1	1	1
20.	Water Softener (ordered	d separately)	-	-	-	-	-	-
21*	Carbon (ordered separ	ately)	-	-	_	-		_
22*	Media Filter (ordered se	eparately)	-	-	-	-	-	-
23	YFL2PPAS	Float assembly, 2 Floats	-	-	-	-		-
24*	YFL3PPAS	Figal assembly, 3 Floats		-	-		-	-
		DIEGOLIS 040 - 000 04044(DLICOLIS 045 - 000 040		225 - 246UMD	1/400U7 99E	2401//2011/201		tions seed to

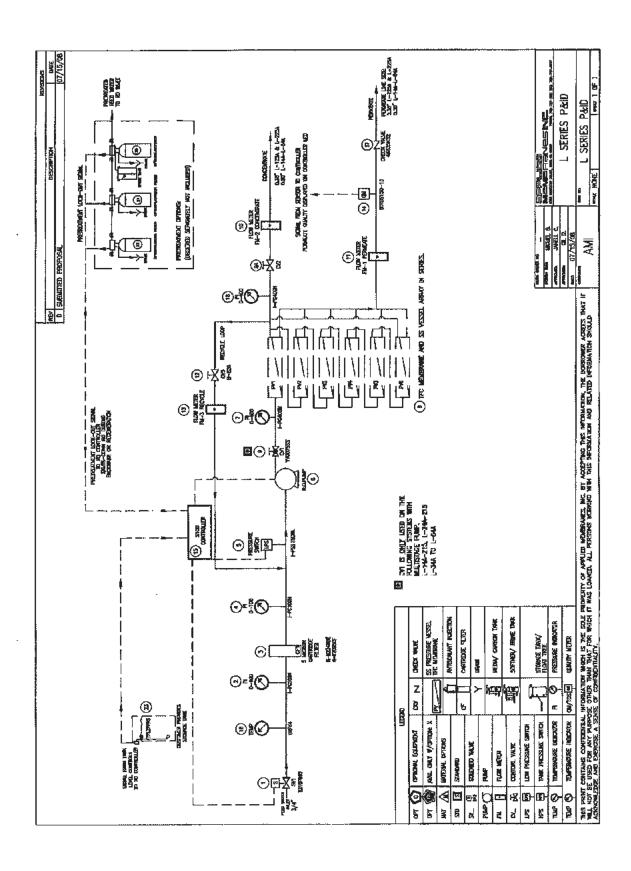
Voltage Codes: -116 = 120V/1PH/60HZ, -216 = 220-240V/1PH/60HZ, -215 = 220-240V/1PH/50HZ, -236 = 240V/3PH/60HZ, -235 = 240V/3PH/50HZ, -436 = 460V/3PH/60HZ

# GENERAL ARRANGEMENT OF SYSTEMS WITH PROCON PUMP



# GENERAL ARRANGEMENT OF SYSTEMS WITH STA-RITE PUMP





# REPLACEMENT PARTS AND CONSUMABLES

# Replacement Filters, RO Membranes, Membrane Housing Pressure Vessels and Components

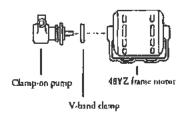
Model No.	Description	
H-F2005CF	5 Micron Sediment Pre-Filter Cartridge	
C-C2520-A11	Cleaning Cartridge – Acid for Scale Removal	
C-C2520-A22	Cleaning Cartridge - Alkaline for Organics Removal	

System (any voltage)	# of Mem/ Vessel	RO Membrane Element	Pressure Vessel (complete)	End Plug for Vessel (each)	End Clamp for Vessel (each)	External O- Ring for Vessel (each)	Internal O- Ring for Vessel (each)
Hydro- 12521A	1	M-T2521AHF	PV2521SSAW-316	PV-EPW25PD3814	PV-CL25W	PV-OR25-228	PV-OR40-210
Hydro - 125A	1	M-T2540AHF	PV2540SSAW-316	PV-EPW25PD3814	PV-CL25W	PV-OR25-228	PV-OR40-210
Hydro - 225A	2	M-T2540AHF	PV2540SSAW-316	PV-EPW25PD3814	PV-CL25W	PV-OR25-228	PV-OR40-210
Hydro -14A	1	M-T4040AHF	PV4040SSAW-316	PV-EPW40PD1212	PV-CL40W	PV-OR40-342	PV-OR40-210
Hydro -24A	2	M-T4040AHF	PV4040SSAW-316	PV-EPW40PD1212	PV-CL40W	PV-OR40-342	PV-OR40-210
Hydro -34A	3	M-T4040AHF	PV4040SSAW-316	PV-EPW40PD1212	PV-CL40W	PV-OR40-342	PV-OR40-210
Hydro -44A	4	M-T4040AHF	PV4040SSAW-316	PV-EPW40PD1212	PV-CL40W	PV-OR40-342	PV-OR40-210
Hydro -54A	5	M-T4040AHF	PV4040SSAW-316	PV-EPW40PD1212	PV-CL40W	PV-OR40-342	PV-OR40-210
Hydro -64A	6	M-T4040AHF	PV4040SSAW-316	PV-EPW40PD1212	PV-CL40W	PV-OR40-342	PV-OR40-210
Hydro -74A	7	M-T4040ALE	PV4040SSAW31634	PV-EPW40PD3412	PV-CL40W	PV-OR40-342	PV-OR40-210
Hydro -84A	8	M-T4040ALE	PV4040SSAW31634	PV-EPW40PD3412	PV-CL40W	PV-OR40-342	PV-OR40-210
Hydro -94A	9	M-T4040ALE	PV4040SSAW31634	PV-EPW40PD3412	PV-CL40W	PV-OR40-342	PV-OR40-210
Hydro - 104A	10	M-T4040ALE	PV4040SSAW31634	PV-EPW40PD3412	PV-CL40W	PV-OR40-342	PV-OR40-210
Hydro - 114A	11	M-T4040ALE	PV4040SSAW31634	PV-EPW40PD3412	PV-CL40W	PV-OR40-342	PV-OR40-210
Hydro - 124A	12	M-T4040ALE	PV4040SSAW31634	PV-EPW40PD3412	PV-CL40W	PV-OR40-342	PV-OR40-210

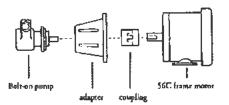
# Pump Replacement Parts (for systems with Procon pump),

Hydro-12521A, Hydro -125A, Hydro -225A: All Voltages; Hydro -14A-116, Hydro -24A: 60Hz only

System	Pump Type	Replacement Pump	Replacement Motor	Mounting Clamp	Mounting Adapter	Coupling	Key
Hydro -12521A – 60Hz	Clamp-On	112B100F31XX	P-MP828	P-BV100P			
Hydro -12521A - 50Hz	Clamp-On	112B100F31XX	P-MP871	P-BV100P	-	-	-
Hydro -125A - 60 Hz	Clamp-On	112A125F11XX	P-MP871	P-BV100P			<del>-</del>
Hydro -125A - 50 Hz	Clamp-On	112A125F11XX	P-MP872	P-BV100P			
Hydro -225A – 60 Hz	Clamp-On	114B240F11BA250	P-MP872	P-BV100P		445	**
Hydro -225A 50 Hz	Bolt-On	114E330F11XX	P-MG574	-	P-B1048P	P-C3045P	P-K3208P
Hydro -14A – 60 Hz	Bolt-On	114E330F11XX	P-MB573	-	P-B1048P	P-C3045P	P-K3208P
<b>Hydro -24A –</b> 60 Hz	Bolt-On	114E330F11XX	P-MB573		P-B1048P	P-C3045P	P-K3208P



Clamp-On Pump Assembly

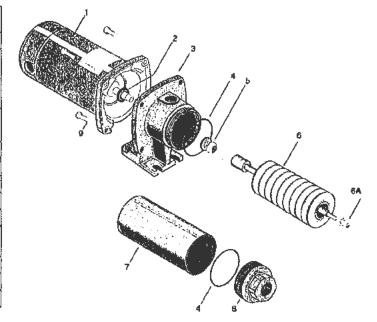


**Bolt-On Pump Assembly** 

# Pump Replacement Parts (for systems with Sta-Rite pump),

For Hydro-14A, Hydro-24A: 50Hz Only; Hydro-34A, Hydro-44A, Hydro-54A, Hydro-64A, Hydro-104A, Hydro-114A, Hydro-124A

Key No.	Description	Qly.	Replacement Part #
1	Motor - 230 Volt, 1 Phase	1	AE100HLL
1	Motor - 230/460 Volt, 3 Phase	1	AP100HL
1	Motor - 230 Volt, 1 Phase, TEFC	1	J218-1035
1	Motor - 208-230/460 Volt,	1	J218-1036
i	3 Phase, TEFC		
2	Water Slinger	1	17351-0009
3	Pump Body	1	C2-86SSA
4	O-Ring	2	U9-430
5	Shaft Seal Assembly	1	U109-18
6	Pump Slack	1	P325-718R
6A	Nylatron Bearing (included with key No. 8)	1	W31112
7	Pump Shell	1	P56-620SSL
8	Discharge Assembly	1	C152-4A
9	Capscrew 3/8 × 16 × 1½"	4	\$25983



# 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.

Tynes Stringfellow	Tynes Stringfellow CEO
Printed Name of Verifying Individual	Title of Verifying Individual
	12/14/2022   7:37 AM PST
Signature of Verifying Individual	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"). Proper receiving and shipping of medical cannabis is paramount to the effectiveness of the medical cannabis program and the safety of 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 downstream patients safe.

Our Head of Inventory and Packaging ("HIP") will oversee our inventory procedures, including quality control for shipped and received products. They will also conduct internal inventory audits as part of our product safety and security plan. We have assembled a team of talented individuals with ample experience in shipping, security, and transportation to best prepare us to address any issues should they arise over the course of our operations.

Our Transportation Coordinator ("TC") will oversee our transportation operations. We will only employ drivers who are properly trained and licensed. 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. Since 2006 our CCO has worked in a regulatory setting and specializes in legal compliance. As medical cannabis is understandably heavily regulated, our CCO will leverage their strong experience and provide a legal and compliant framework for all company operations, including receiving and shipping.

# 15.1 - Security of Shipped Cannabis

All individual batches of cannabis being shipped by our facility will undergo inspection to confirm they are appropriately identified before leaving our facility. This inspection will include ensuring 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.

Individual batches of medical cannabis products being shipped from our Cultivator Facility will always be appropriately packaged, labeled, and inserted in secure containers, prior to transport.

# Shipping Area

Deliveries of cannabis will only be shipped from the rear entrance of our facility, accessible only with an authorized keycard. We will employ a security guard to patrol the interior of the building during business hours, and when we are preparing a shipment, they will supervise this process. Our building will feature continuous video surveillance monitoring of the shipping area, the exterior of our facility near the area, and the entrance to the product vault. All areas will be appropriately lit to aid video surveillance.

# 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 HIP 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 products that leave 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-4-.07.11.i. 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-4-.02.2.b.2.

# 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 HIP will coordinate with our TM and licensed secure transport staff to generate a shipping manifest for each delivery. The HIP will provide all necessary product details, including tag information, for the shipment. Our TM 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 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. Ala. Admin Code. r. 538-x-7-.02.03.a. When finished products are ordered for outbound delivery, our HIP 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 not accessible 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 is equipped with GPS tracking, which is continuously transmitted to the TM 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 destinations 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 or 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. 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 ID, 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 employee from the receiving facility will assist in safely and securely unloading cannabis containers from the cargo area of the transportation vehicle. The driver will always remain with the vehicle and any products within. 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. The other copy will return to our facility.

Once the manifests are complete, secure transportation staff will again review the delivery details. In this final review, we will make sure all packages that were previously confirmed as delivered, have indeed been delivered. Once this confirmation has been made, our employee will then change the shipment status to "delivered" within the inventory tracking system. This will create a virtual record, which will be kept permanently by our TM, along with the manifest, as proof of delivery.

# Shipment Rejection

In the case of a business licensee rejecting a delivery originating at our facility, a 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 HIP 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, 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 HIP will record the manifest in the seed-to-sale tracking system. Acquired products will be recorded by scanning each QR code. 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 HIP will compile the information required for the QR code using our inventory tracking system. The HIP will then generate the QR code, which will populate on the label with our label printing software. Inventory staff will print and firmly attach the label to the 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 and receiving plan will maintain the safety of patients, products, staff, and the State of Alabama.

# REDACTED COPY

# **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.

Tynes Stringfellow	Tynes Stringfellow CEO
Printed Name of Verifying Individual	Title of Verifying Individual
	12/14/2022   7:37 AM PST
Signature of Verifying Individual	Verification Date

# 16.1 Facility Name and Type

Facility Name: Gulf Shore Remedies, LLC

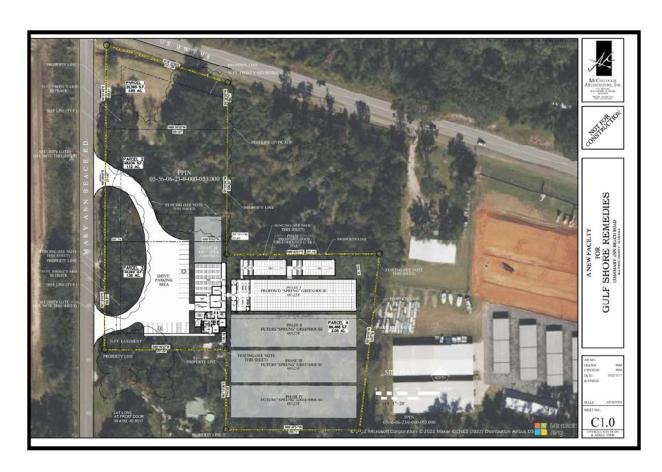
Facility Type: Cultivation Facility

# 16.2 Physical Address & GPS Coordinates of Facility

13310 Mary Ann Beach Road Fairhope, AL 36532

GPS Coordinates: 30°25'05.5"N 87°51'06.1"W

# 16.3 Aerial Photograph of Facility



# 16.4 Proof of Authorization to Occupy Property

The Applicant leases the property identified in 16.2 above. See attached lease agreement (identified as "Lease Agreement – Attachment to Exhibit 16, Section 16.4").

# 16.5 - Local Jurisdiction Approvals

Cultivation license Applicants are not required to locate in a city/county that has explicitly approved the operation of medical cannabis facilities within its limits. Please see the email from Alabama Medical Cannabis Commission dated October 14, 2022, which is attached hereto as "AMCC Email- Gulf Shore Remedies- Attachment to Exhibit 16, Section 16.5". Cultivation applicants are, however, required to show zoning compliance. The Applicant has attached a letter from Baldwin County confirming that the operation of a Medical Cannabis facility is not prohibited on the property located at 13310 Mary Ann Beach Road, Fairhope, AL 36532. This letter is identified as "Zoning Ordinance – Gulf Shore Remedies- Attachment to Exhibit 16, Section 16.5". The Applicant's property is "un-zoned" which means the property is not located in a part of the County that has any zoning laws or regulations. A medical cannabis cultivation facility would be an agricultural use of land and such use would not be prohibited by any local land use law or zoning regulation, provided, however that the operator had a State license to operate such a facility.

# 16.6 - Blueprint of Facility

The floorplan for the facility identified in 16.1 above is attached hereto and identified as "Floorplan – Gulf Shore Cannabis Cultivation Facility – Attachment to Exhibit 16, Section 16.6").

# 16.7 - Facility Timetable

The applicant has two greenhouses currently in progress with completion expected 90 days **before** award of license. The applicant has not started construction of the third greenhouse, but completion is expected 120 days **after** award of license including compliance with all facility requirements under the Act and the AMCC Rules.

# 16.8 - Public Access to Facility

The Gulf Shore Cannabis Cultivation Facility will not be open to the public.

# 16.9 - Facility Hours of Operation / After Hours Contact

The applicant anticipates that the Gulf Shore Remedies Cannabis Cultivation Facility will be occupied by the applicant's employees per the schedule below.

Monday – Friday 8:00 a.m. – 6:00 p.m. CT

Saturday 10:00 a.m. – 4:00 p.m. CT

Sunday 10:00 p.m. – 4:00 p.m. CT

After Hours Management Contact:



# Additional Notes on Exhibit 16:

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update or amend any information in this exhibit that may change. The applicant does not propose any additional facilities.

State of Alabama

#### LAND/GROUND LEASE AGREEMENT

This Land/Ground Lease Agreement (this "Agreement") is entered into as of the 13 day of December, 2022, (the "Effective Date") by and between "", ("Landlord") and Gulf Shore Remedies LLC ("Tenant"). Each Landlord and Tenant may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

For good and valuable consideration stated herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- Agreement to Lease. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, according to the terms and conditions set forth herein, the following real estate (the "Site"): 5 +/-Acres on Mary Ann Beach Road.
- 2. Purpose. The Site may be used and occupied only for the following purpose (the "Permitted Use"): For use as a Medical Marijuana Cultivation facility. Nothing herein shall give Tenant the right to use the Site for any other purpose without the prior written consent of Landlord. Landlord makes no representation or warranty regarding the legality of the Permitted Use, and Tenant will bear all risk of any adverse change in applicable laws.
- **3. Term.** This Agreement will be for a term beginning on June 01, 2023 and ending on May 31, 2028 (the "Term"). The Parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension.
- **4. Rent.** Tenant will pay Landlord rent in advance \$5,000.00 in monthly installments due on the 1st day of each month during the Term.
- **5.** Late Fee. Rent paid after the 1st day of each month will be deemed as late; and if rent is not paid within ten (10) days after such due date, Tenant agrees to pay a late charge of \$100.00.
- 6. Additional Rent. There may be instances under this Agreement where Tenant may be required to pay additional charges to Landlord. All such charges are considered additional rent under this Agreement and will be paid with the next regularly scheduled rent payment. Landlord has the same rights and Tenant has the same obligations with respect to additional rent as they do with rent.
- 7. Security Deposit. Upon signing this Agreement, Tenant will pay a security deposit in the amount of \$1,000.00 to Landlord. The security deposit will be retained by Landlord as security for Tenant's performance of its obligations under this Agreement. If Tenant does not comply with any of the terms of this Agreement, Landlord may apply any or all of the security deposit to remedy the breach, including to cover any amount owed by Tenant and/or any damages or costs incurred by Landlord due to Tenant's failure to comply. Within sixty (60) days after the termination of this Agreement, Landlord will return the security deposit to Tenant (minus any amount applied by Landlord in accordance with this section). Any reason for retaining a portion of the security deposit will be

Exhibit 16 – Facilities REDACTED COPY Page 5 of 15

explained in writing. The security deposit will not bear interest while held by Landlord in accordance with applicable state laws and/or local ordinances.

- **8.** Taxes. Landlord shall pay all taxes or assessments which are levied or charged on the Site during the Term.
- **9. Utilities.** Tenant shall pay the cost of all utility services during the Term, including but not limited to gas, water, and electricity used on the Site.
- 10. Delivery of Possession. Landlord will deliver exclusive and lawful possession of the Site to Tenant on the start date of the Term. In the event Landlord is unable to give possession of the Site to Tenant on such date, Landlord will not be subject to any liability for such failure, the validity of this Agreement will not be affected, and the Term will not be extended. Tenant will not be liable for rent until Landlord gives possession of the Site to Tenant.
- **11. Conditions Precedent.** Prior to the start date of the Term, Landlord shall satisfy the following conditions:
  - I. Confirm by writing to the Tenant that the Site has been cleared of any and all occupants.
  - **II.** Represent and warrant that it owns good and indefeasible title in and to the Site and has full right and authority to make this Lease.
- 12. Holdover Tenancy. Unless this Agreement has been extended by mutual written agreement of the Parties, there will be no holding over past the Term under the terms of this Agreement under any circumstances. If Tenant does retain possession past the Term, Tenant shall pay 150% of the then applicable rent computed on a monthly basis for each month or portion thereof during such holdover. In addition, Tenant shall be liable for any damages incurred by Landlord as a result of the holdover.
- 13. Condition of the Site. Tenant has examined the Site and accepts the Site in its current condition "AS IS" and "WITH ALL FAULTS." except as expressly set forth herein, landlord makes no representation OR warranty, express or implied, or arising by operation of law, including but not limited to, any warranty of fitness for a particular purpose, merchantability, habitability, SUITABILITY, or condition. tenant acknowledges that Tenant has not relied on any representations or warranties by Landlord in entering this Agreement.
- **14. Use of the Site.** Tenant agrees to use the Site only for the Permitted Use and will not commit waste upon the Site. Tenant will, at its sole expense, maintain the Site in good repair and make all necessary repairs thereto. Tenant will not use the Site for any unlawful purpose or in any manner that will materially harm Landlord's interest in the Site.
- 15. Improvements and Alterations. Tenant may not make improvements, alterations, additions, or other changes to the Site without the written approval of the Landlord. Tenant agrees that any construction will be performed in a good and workmanlike manner and will comply with all applicable laws. All improvements, alterations, additions, or other changes to the Site shall become the property of Landlord upon the termination of this Agreement. Tenant shall have the right to erect any sign related to its business, on the condition that such signs comply with the law.

Exhibit 16 – Facilities REDACTED COPY Page 6 of 15

- 16. Leasehold Mortgage. Tenant does not have the right to grant a mortgage, deed of trust, or other security instrument in Tenant's interest to the Site created by this Agreement (the "Leasehold Mortgage") to secure repayment of a loan made to Tenant to finance construction of any improvements made to the Site during the Term. In no event will any interest of Landlord in the Site be pledged as collateral for or be subordinate to any Leasehold Mortgage.
- 17. No Mechanics Lien. Tenant will not permit any mechanics or other liens to be filed against Landlord's interest to the Site as a result of any work performed for or obligations incurred by Tenant. Tenant will indemnify Landlord for any liability, cost, or expense, including attorney's fees, in the event any such lien is filed.
- **18. Permits and Approvals.** Tenant will be responsible for obtaining all licenses, permits, and approvals required by any federal, state or local authority in connection with its use of the Site. Landlord will cooperate with Tenant and provide the necessary documents to obtain such licenses, permits, and approvals.
- 19. Compliance with Laws. Tenant covenants and agrees to comply with all federal, state and local laws, regulations and ordinances affecting the Site and use of the Site, including applicable environmental laws. In addition, Tenant will comply with all requirements necessary to keep in force fire and liability insurance covering the Site.
- **20.** Hazardous Substances. Tenant will not keep or store on the Site any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Site or that might be considered hazardous or extra hazardous by any responsible insurance company.
- 21. Insurance. At all times during the Term, Tenant will maintain insurance for the Site covering:
  - **I. Property Insurance**. Property insurance covering all of Tenant's improvements, equipment, and other personal property located on the Site.
  - **II. General Liability.** Commercial liability insurance covering bodily injury, death, or property damage in an amount not less than \$1,000,000.00 per occurrence.
- **22.** All insurance policies shall name Landlord as an additional insured or interested party. Tenant will provide Landlord certificates evidencing the required insurance policies prior to the start date of the Term.
- 23. Waiver of Subrogation. Landlord and Tenant each waive any and all claims or rights to recovery against the other Party for any loss or damage to the extent such loss or damage is covered by insurance or would be covered by insurance as required under this Agreement. Landlord and Tenant will cause each insurance policy carried by Landlord or Tenant relating to the Site to include or allow a full waiver of any subrogation claims.
- **24. Indemnification.** To the extent permitted by law, Tenant agrees to indemnify, defend, and hold harmless Landlord from any and all claims, actions, liabilities, suits, demands, damages, losses, or expenses, including attorneys' fees, arising out of or relating to (i) Tenant's use and occupancy of the

Exhibit 16 – Facilities REDACTED COPY Page 7 of 15

- Site, (ii) any work done by or on behalf of Tenant on the Site, (iii) Tenant's negligence or willful misconduct, and/or (iv) Tenant's breach or default of any of the terms of this Agreement, provided however, Tenant's obligations under this section shall not extend to any claims actions, liabilities, suits, demands, damages, losses, or expenses arising from the sole negligence or willful misconduct of Landlord.
- **25.** Access to Site. Landlord or its agents may have access to the Site at reasonable times to inspect the Site, to make any necessary repairs, to show the Site to prospection lenders or buyers, and as otherwise needed to perform its obligations under this Agreement.
- 26. Default. The following shall each constitute an "Event of Default" by Tenant:
  - A. Tenant fails to make any required payment due under this Agreement.
  - B. Tenant fails to perform any obligation or condition or to comply with any term or provision of this Agreement.
  - C. Tenant files a petition for bankruptcy, reorganization or similar relief, or makes an assignment for the benefit of creditors.
- **27. Termination by Landlord.** Upon the occurrence of an Event of Default by Tenant which continues for a period of ten (10) days after receiving written notice of the default from Landlord, Landlord has the right to terminate this Agreement and take possession of the Site. Landlord's rights hereunder shall be in addition to any other right or remedy now or hereafter existing at law or equity.
- 28. Termination by Tenant. In the event of a breach by Landlord of any of its obligations, covenants, or agreements under this Agreement which continues for a period of ten (10) days after receiving written notice of the breach from Tenant, Tenant has the right to terminate this Agreement, upon written notice to Landlord, without penalty. Landlord shall return to Tenant any prepaid or prorated rent if Tenant terminates this Agreement pursuant to this section.
- 29. Surrender of the Site. Tenant shall return the Site to Landlord upon termination of this Agreement in good condition and repair, ordinary wear and tear excepted. Within ten (10) days following the termination of this Agreement, Tenant will remove all equipment, materials, fixtures and other personal property belonging to Tenant from the Site. Any property left on the Site after ten (10) days following the termination of this Agreement will be deemed to have been abandoned by Tenant and may be retained by Landlord.
- 30. Subordination. This Agreement and Tenant's right hereunder shall be subject and subordinate in all respects to any mortgage, deed of trust, or other lien now or hereinafter incurred by Landlord. Upon request of Landlord, Tenant will enter into a subordination agreement or other customary form as required by the lien holder.
- **31. No Partnership.** Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture or any other fiduciary relationship between the Parties other than that of Landlord and Tenant. Neither Party is authorized to act as an agent or on behalf of the other Party.
- **32. Condemnation.** In the event that all or a material portion of the Site necessary for Tenant's Permitted Use of the Site is taken for any public or quasi-public use under any governmental law, ordinance or

regulation or by the right of eminent domain, this Agreement shall terminate on the date of such taking, and all rent under this Agreement shall be prorated and paid to such date. In the event such taking is less than a material portion of the Site, this Agreement shall remain in full force and effect; provided however, the rent due under this Agreement shall be reduced to such extent as may be fair and reasonable under the circumstances. Landlord and Tenant shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings.

- **33.** Limitation of Liability. Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Landlord.
- **34. Assignment and Subletting.** Tenant will not assign this Agreement as to all of or any portion or the Site or make or permit any total or partial sublease or other transfer of all of or any portion of the Site without Landlord's consent.
- **35. Quiet Enjoyment.** If Tenant pays the rent and performs all other obligations under this Agreement, Tenant may peaceably and quietly hold and enjoy the Site during the Term.
- **36. Force Majeure.** In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other Party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.
- **37. Notices.** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent by overnight courier service or sent via certified or registered mail, addressed to Landlord or Tenant at the address stated above, or to another address that either Party may designate upon reasonable notice to the other Party.
- **38. Further Assurances.** Each Party hereto agrees to execute and deliver any additional documents and to do all such other acts as may be necessary to carry out this Agreement and each Party's rights and interests in this Agreement.
- **39. No Waiver.** No Party shall be deemed to have waiver any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly in writing.
- **40. Severability.** If any provision of the Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.
- **41. Successors and Assignees.** This Agreement will inure to the benefit of and be binding upon the Parties and their respective permitted successor and assigns.

Exhibit 16 – Facilities REDACTED COPY Page 9 of 15

- License Type: Cultivator
- **42. Governing Law.** The terms of this Agreement shall be governed exclusively by the laws of the State of Alabama, without regard to its conflicts of laws rules.
- 43. Disputes. Any dispute arising from this Agreement shall be resolved in the courts of the State of Alabama.
- 44. Attorneys' Fees. If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees) incurred in connection with the action and any appeal.
- **45. Amendments.** This Agreement may not be modified except in writing signed and acknowledged by both Parties.
- **46. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together, shall constitute one and the same document.
- **47. Headings.** The section heading herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision in this Agreement.
- 48. Entire Agreement. This Agreement constitutes the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to the Site.
- 49. Miscellaneous. Tenant will be responsible for installing utilities and improving the property for its intended use as a Medical Marijuana Cultivation facility. In the event the Alabama Medical Cannabis Commission extends its license review process, the Landlord and Tenant agree to extend the commencement date of the lease until such time as the Commission awards the licenses.

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives have executed this Agreement as of the Effective Date.

Ala. Code § 36-12-40 (Personally Identifiable Information)

Ala. Code § 36-12-40 (Personally Identifiable Information)

Gulf Shore Remedies LLC

Tenant Full Name

Exhibit 16 – Facilities REDACTED COPY Page 10 of 15

AMCC Email- Gulf Shore Remedies- Attachment to Exhibit 16, Section 16.5 License Type: Cultivator

Monday, December 12, 2022 at 09:20:20 Central Standard Time

Subject: RE: Question re: local approval

Date: Friday, October 14, 2022 at 9:02:43 AM Central Daylight Time

From: Applications (AMCC)

To: Jeff Rabren Attachments: image00l.png

That is correct. The statute only requires local authorization for dispensing sites.

From: Jeff Rabren < Jeff@redlevelstrategies.com>

Sent: Friday, October 14, 2022 8:58 AM

To: Applications (AMCC) <applications@amcc.alabama.gov>

Subject: Question re: local approval

The requirement that a city or county affirmatively approve operation of a dispensing site via ordinance or resolution only applies to dispensaries, right? There is no requirement in the statute or proposed rules that requires this approval for a cultivation facility or a processing facility, correct?

Thank you.

#### Jeff Rabren

Red Level Strategies, LLC

445 Dexter Ave 5<sup>th</sup> Floor Montgomery, AL 36104

PO Box 59386 Birmingham, AL 35259

205-901-8315

www.redlevelstrategies.com



Main Office - 251.580.1655 22251 Palmer St., Robertsdale, AL 36567 Foley Office - 251.972.8523 201 East Section Ave., Foley, AL 36535

License Type: Cultivator

#### ZONING VERIFICATION REQUEST Case #: ZV22-000537

#### This zoning verification is for informational purposes only. This is not a permit approval

A Site Plan approval is required for any new use or structure in a zoned area. This document is a verification of the zoning regulations applicable as of 12/13/2022

No assurances or guarantees are made as to what zoning regulations may be applicable in the future.

Any setbacks provided do not account for the potential that more restrictive setbacks may apply as documented and required within a recorded, platted subdivision.

#### **Applicant**

Name: Larry Smith

Address: 9969 Windmill Rd. Fairhope AL 36532

Business Name: S.E. Civil, LLC

Business Address: 9969 Windmill Rd. Fairhope AL 36532

#### Site Information

Parcel ID Number: 05-56-06-23-0-000-055.003 (PPIN 221207); 05-56-06-23-0-000-051.000 (PPIN 51280); 05-56-06-23-0-

000-053.000 (PPIN 8112) and 05-56-06-23-0-000-054.003 (PPIN 31235)

Physical Address: (E-911): 13310 MARY ANN BEACH RD FAIRHOPE, AL 36532

#### **Project Information**

Applicant's Description of Proposed Use: Medical Cannabis Cultivation Facility

#### Staff Review

**Building Permit Jurisdiction:** Baldwin County

Zoning Status: Un-Zoned

Planning District: 14: County zoning has not been instituted

City Limits: Unincorporated Baldwin County

Zoning Classification: N/A

Fire District: N/A - Except for Location Verification for Liquor License

Verification Status: Complete Date of Verification: 12/13/2022

Planner's Comments: These properties are un-zoned therefore the use of the properties is not governed by the Baldwin County Zoning Ordinance. Potential wetlands are shown on PPINs 51280, 8112 and 31235. Any land

disturbance within 50 feet of potential wetlands will require an Un-Zoned Land Disturbance permit.

Reviewed By: Linda Lee, Planner

Page 13 of 15

Floor Plan - Gulf Shore Remedies Cultivation Facility - Attachment to Exhibit 16, Section 16.6

Page 14 of 15

#### BYTDMIN COUNTY, ALABAMA 13364 MARY ANN BEACH ROAD

### GOLF SHORE REMEDIES FOR A NEW FACILTY







	INDEX OF DRAWINGS	DR/	AWINGS	SPRU	SPRUNG GREENHOUSE APPENDICES ("SA")
Ξ	TITLE SHEET; OVERALL RENDERING AND INDEX OF A2 PHASE II STRUNG GREENHOUSE ADDITION DRAWINGS	A2	PHASE II SPRUNG GREENHOUSE ADDITION	SA 1 SA 2	SA 1 SPRUNG GREENHOUSE PLANS; ELEV, & DETAIL: SA 2 OVERALL SPRUNG GREENHOUSES
0:12	C1.0 SITE PLAN & NOTES	A3	PHASE III SPRUNG GREENHOUSE ADDITION & DRY AREA'COLD STORAGE ROOM ADDITION	SA 3 SA 4	SA 3   SPRUNG GREENHOUSE COMPONENTS SA 4   SPRUNG GREENHOUSE SECURITY SHIELD
C1.1	C1.1 OVERALL PROPOSED SITE PLAN/AERIAL	Α4	A4 PHASE IV SPRUNG GREENHOUSE ADDITION	SA 5	SA 5 SPRUNG GREENHOUSE HIGH WIND DESIGN
A1	A1 PHASE FLOOR PLANS (ADMINISTRATION BUILDING: HOOP & SPRUNG GREENHOUSES)	A5	GREENHOUSE LIGHTING PLANS	SA 6 SA 7	SA 6 SPRUNG GREENHOUSE HAIL RESISTANCE SA 7 SPRUNG GREENHOUSE NATURAL LIGHT
A1.1	A1.1 PHASE LENLARGED ADMINISTRATION BUILDING FLOOR PLANS; FRONT ELEVATION; AND SECTION			S A S	SA 8 SPRUNG GREENHOUSE AIR TIGHTNESS SA 9 SPRUNG GREENHOUSE ENERGY RATING
AL	AL2 PHASE I HOOP GREENHOUSE DRAWINGS; LARGE SCALE PLAN, AXONOMIETRIC; SECTION; & SPECIFICATIONS			SA 10	SA 10 SPRUNG STRUCTURE FED EX

**REDACTED COPY** 

Page 15 of 15

License Type: Cultivator

# 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.

Tynes Stringfellow	Tynes Stringfellow CEO
Printed Name of Verifying Individual	Title of Verifying Individual
	12/14/2022   7:37 AM PST
Signature of Verifying Individual	Verification Date

COPYRIGHT 2022, McCOLLOUGH ARCHITECTURE, INC.

#### A NEW FACILITY FOR GULF SHORE REMEDIES



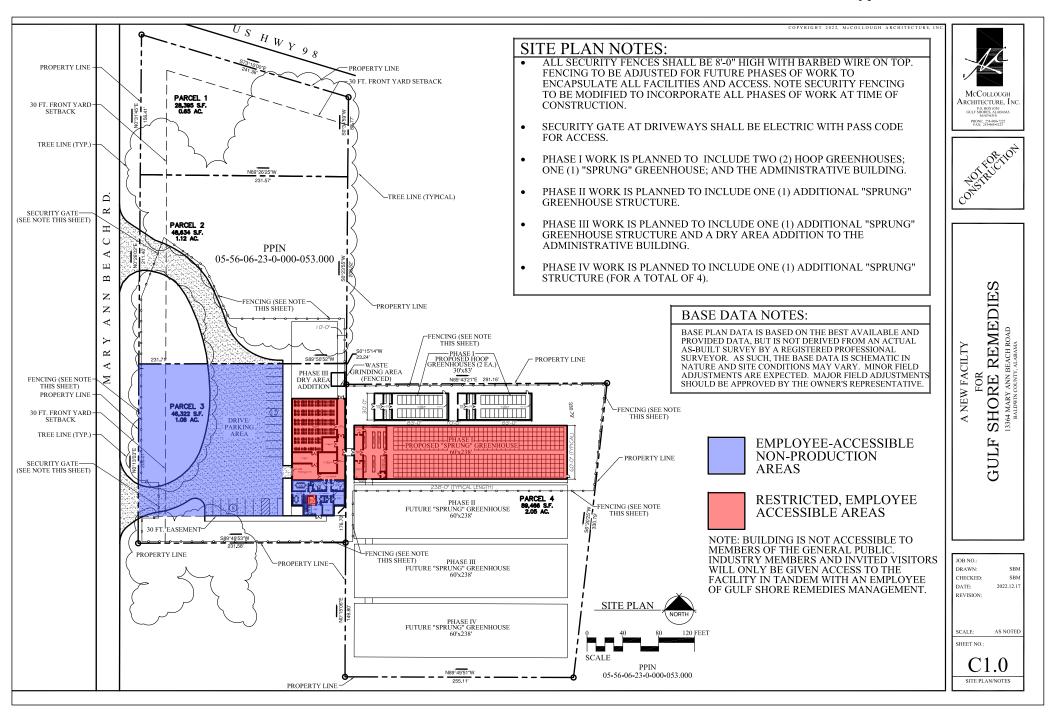
INDEX OF DRAWINGS			SPRUNG GREENHOUSE APPENDICES ("SA")		
T1	TITLE SHEET; OVERALL RENDERING AND INDEX OF DRAWINGS	A2	PHASE II SPRUNG GREENHOUSE ADDITION	SA 1 SA 2	SPRUNG GREENHOUSE PLANS; ELEV. & DETAILS OVERALL SPRUNG GREENHOUSES
C1.0	SITE PLAN & NOTES	A3	PHASE III SPRUNG GREENHOUSE ADDITION & DRY AREA/COLD STORAGE ROOM ADDITION	SA 3	SPRUNG GREENHOUSE COMPONENTS
C1.1	OVERALL PROPOSED SITE PLAN/AERIAL	A4	PHASE IV SPRUNG GREENHOUSE ADDITION	SA 4 SA 5	SPRUNG GREENHOUSE SECURITY SHIELD SPRUNG GREENHOUSE HIGH WIND DESIGN
A1	PHASE I FLOOR PLANS (ADMINISTRATION BUILDING: HOOP & SPRUNG GREENHOUSES)	A5	GREENHOUSE LIGHTING PLANS	SA 6 SA 7	SPRUNG GREENHOUSE HAIL RESISTANCE SPRUNG GREENHOUSE ENERGY RATING
A1.1	PHASE I ENLARGED ADMINISTRATION BUILDING FLOOR PLANS; FRONT ELEVATION; AND SECTION			SA 8 SA 9	SPRUNG STRUCTURE FED EX SECURITY OVERLAY
A1.2	PHASE I HOOP GREENHOUSE DRAWINGS; LARGE SCALE PLAN; AXONOMETRIC; SECTION; & SPECIFICATIONS				



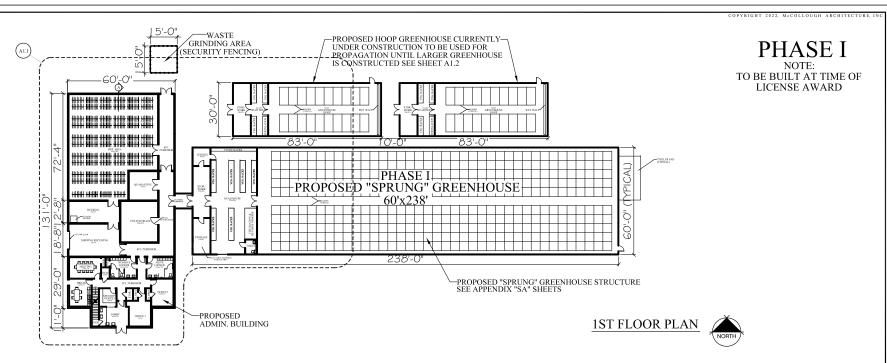


A NEW FACILTY
FOR
GULF SHORE REMEDIES









#### **EQUIPMENT TO BE USED FOR CULTIVATION MEDICAL CANNABIS:**

- HVAC/Dehumidification: This project is using Two custom designed Air-Rotation Systems consisting of seven (7) heating, cooling and ventilation
  units per data incorporated and enclosed. -(4) Agam 1020SCD Dehumidification systems -3mil BTU Boiler plant -250 Ton chiller plant
- Blackout Curtains: This project will use Wadsworth designed black-out curtains that consist of 3 layer commercial grade flame resistance fabric for 100% light deprivation.
- Lights: This project will be using Neo-Cision lights which conform to all highest standards of Design Light Consortium and are on the Horticulture Qualified Product List.
- Fertigation: This project will be using HE Anderson/Wadsworth which can process up to 10,000 gallons per day. This equipment is sized for
  expansion and feed all four greenhouses.
- Hydrologic Reverse Osmosis Machine: This machine can process 10,000 gallons per day and is sized for the full 4 greenhouse expansion plan.
   The equipment is 72' wide x 36' deep x 80' high.
- Munch Machine Cluster Bucker: This machine can process 650-800 lbs of wet biomass per hour and 150 lbs of dry biomass per hour. The equipment is 57.6' high x 37' wide x 45' deep.
- AgTech Benches: These are aluminum benches made 100% in America.
- All Sprung buildings include Electric Ventilators with 5000 cfm for air exchange. These ventilators attach to the building and are 24'x24'.
- Cold Storage Vault will be surrounded by concrete wall construction and entry will be through a GSA Class 5 vault door.

#### DOOR SPECIFICATIONS:

- All exterior doors to be 16 gauge steel stiffened solid core doors.
- All interior doors to be 18 gauge hollow metal doors.
- Vault (Secure) doors to be GSA Class 5/DEA Highest Certified.





A NEW FACILTY
FOR
GULF SHORE REMEDIES



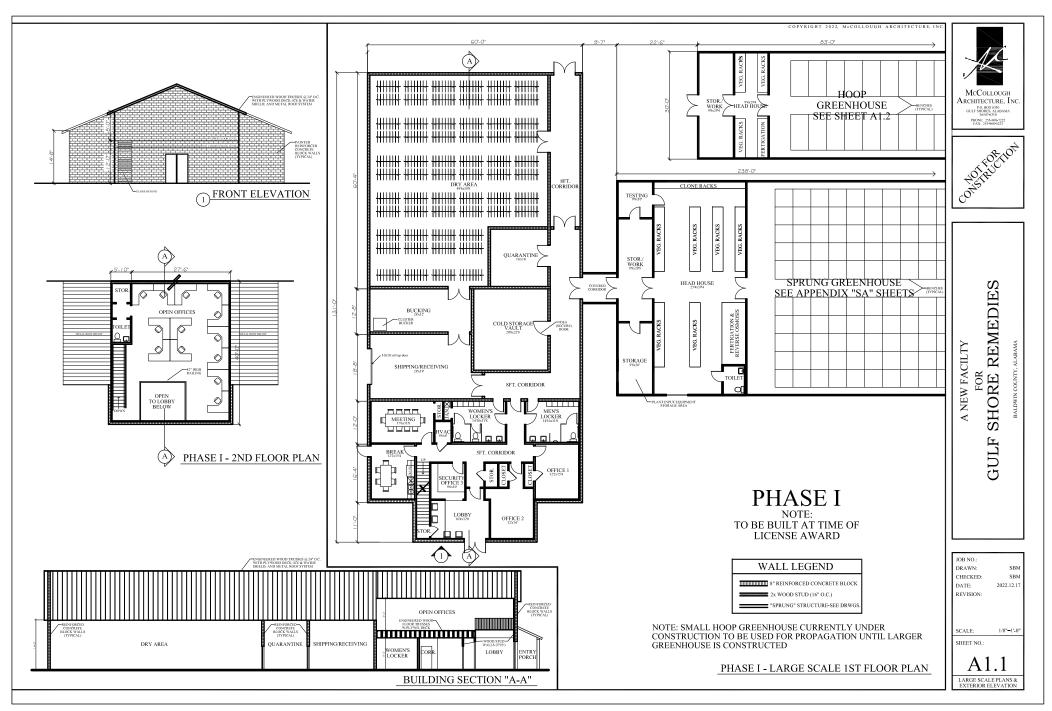
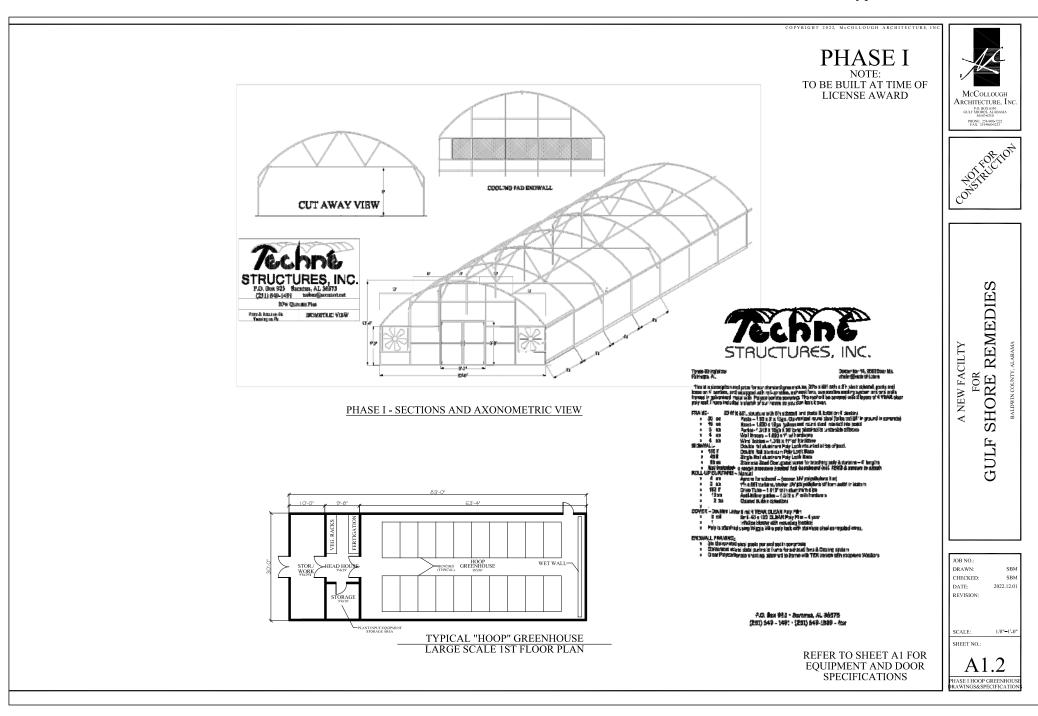
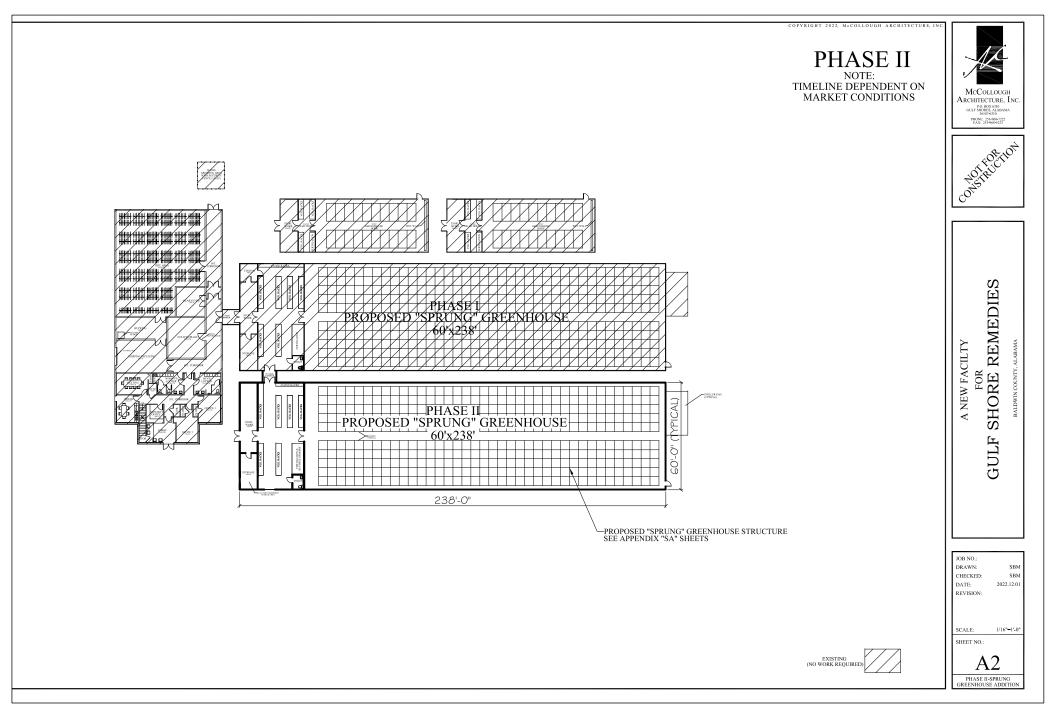
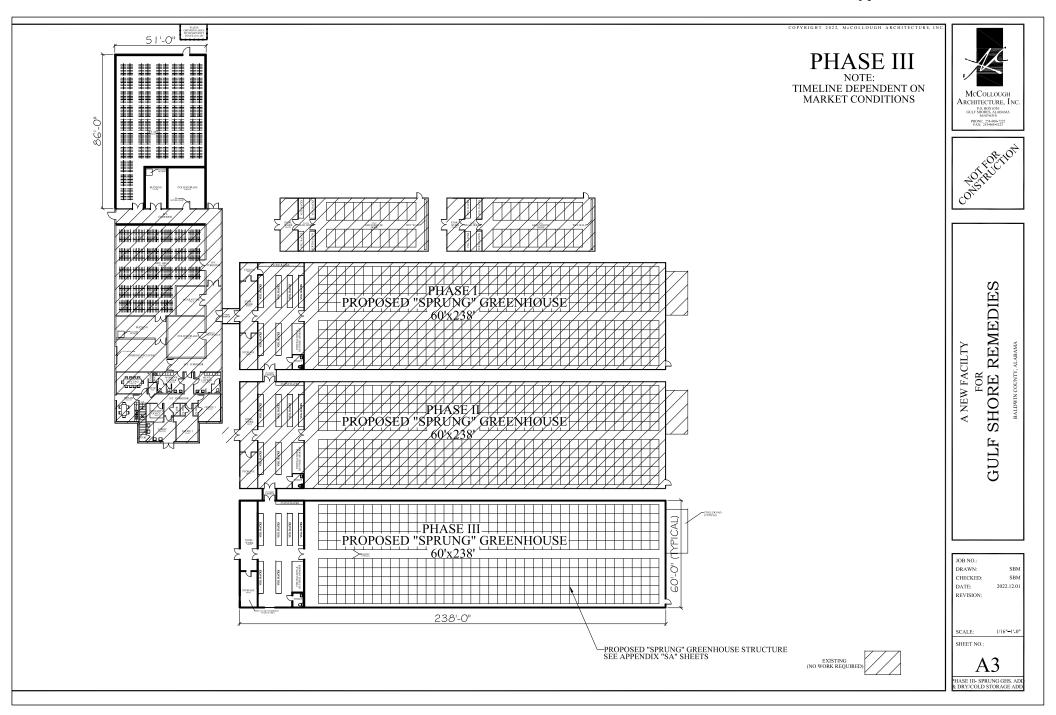
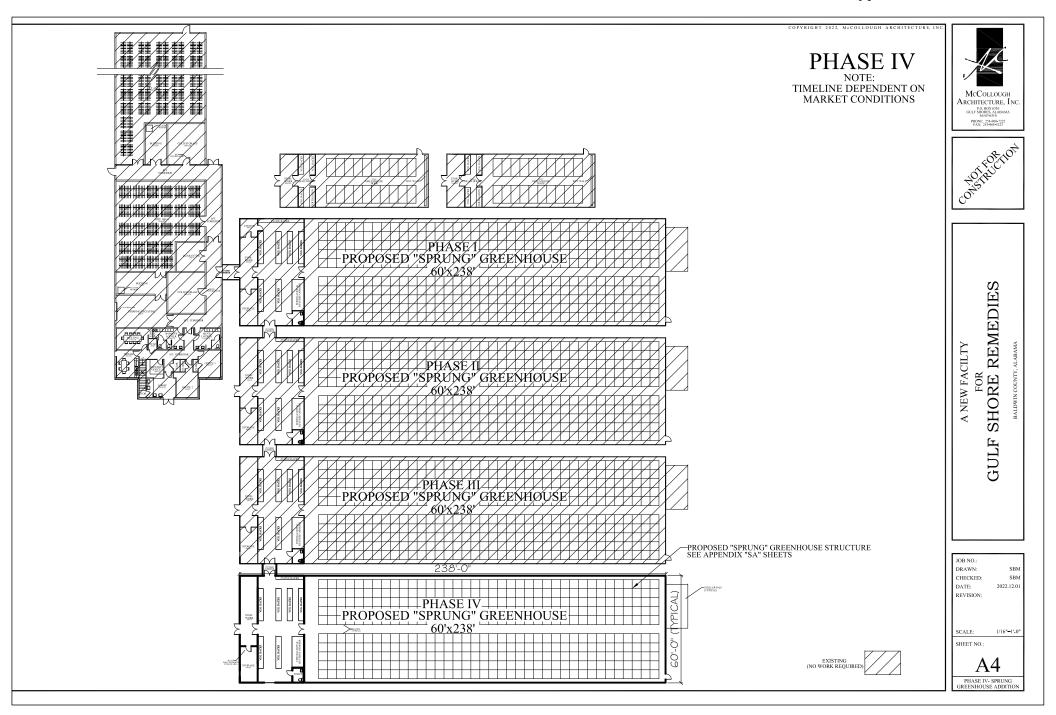


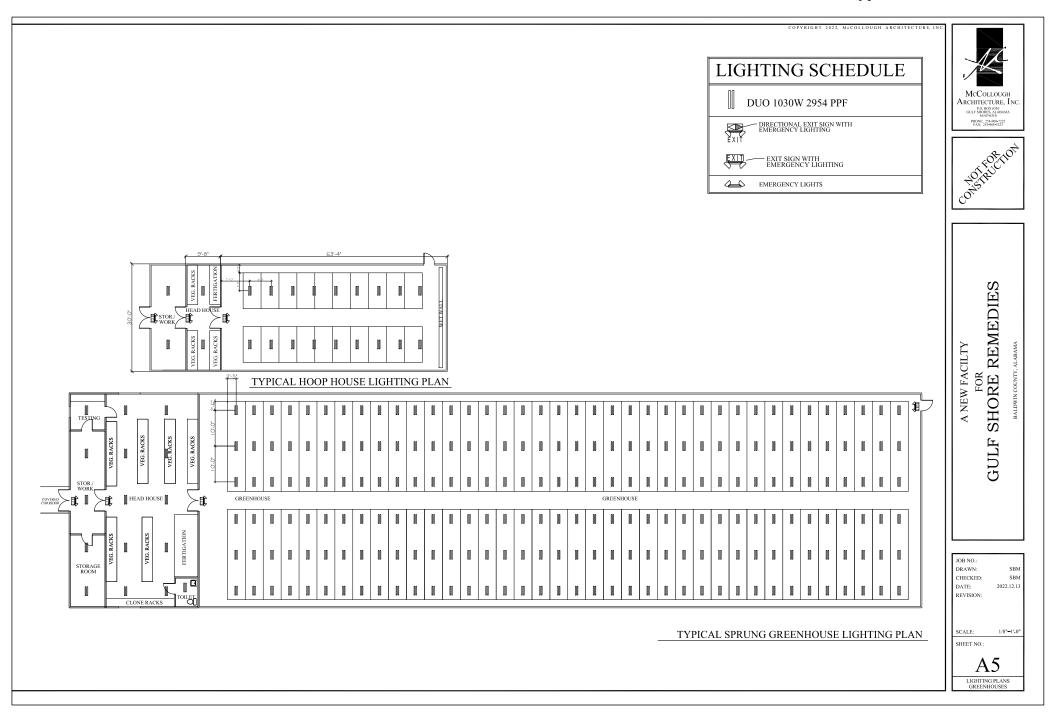
Exhibit 17 - Engineering Plans and Specifications

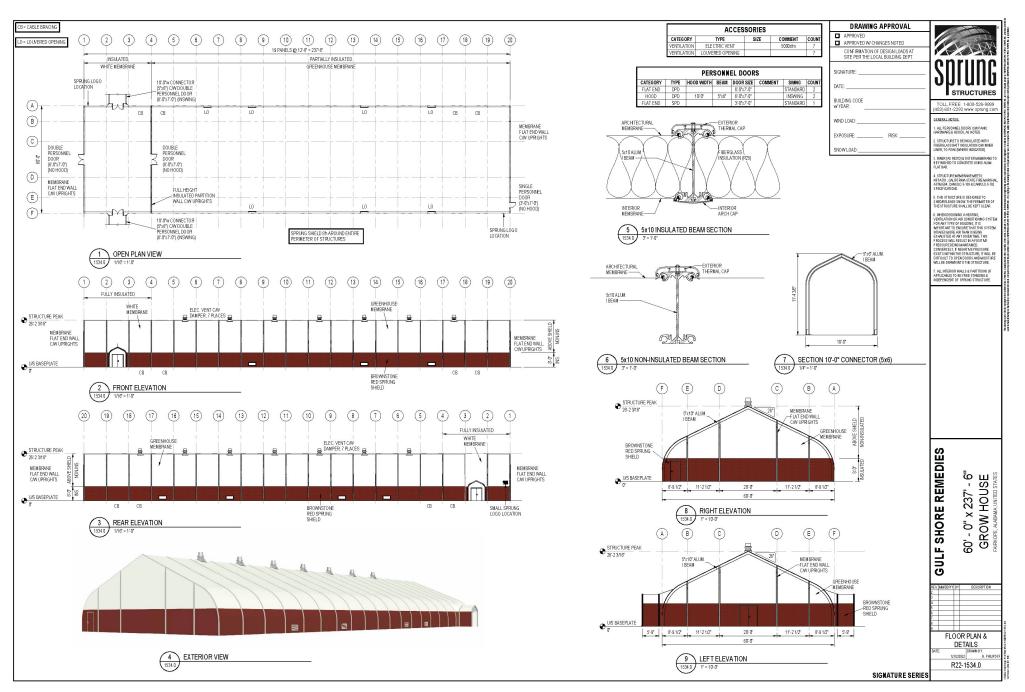


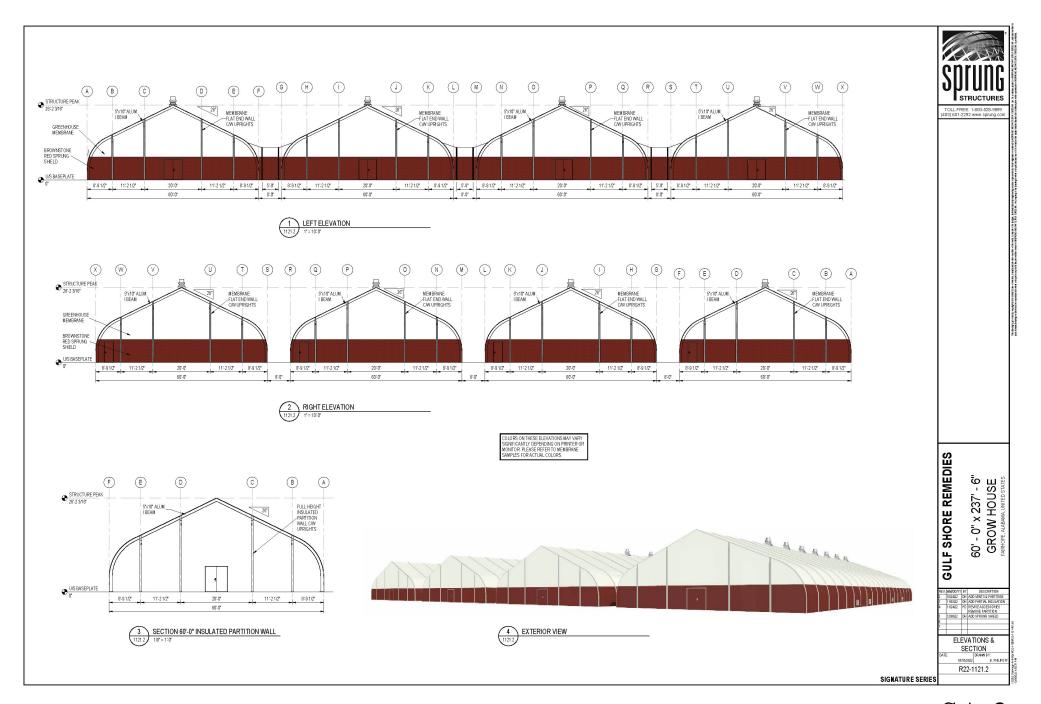


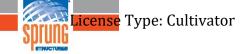














#### Aluminum Substructure

Sprung utilizes an extruded military grade aluminum substructure which provides superior performance, durability, and longevity. The Sprung aluminum substructure has an indefinite life expectancy and comes with a 50-year pro-rata guarantee. Our one piece extruded aluminum I-beam with membrane retainer is engineered to endure extreme weather and environmental conditions.

- Rustproof
- ✓ Lightweight ✓ Strong

- ✓ Versatile
- ✓ Economical ✓ Long Lasting
- Environmentally Friendly

#### Performance Architectural Membrane



Sprung's high performance architectural membrane is not only as tough, durable and color fast as conventional building materials, it offers real cost advantages, through energy efficiency, climate control and quicker build times.

- Tough
- ✓ Attractive
- Durable
- ✓ Wide Range Of Color Options
- ✓ Color Fast

#### We have membrane solutions for specific structure applications

Optional Performance Insulation

For Permanent Structures For Interim and Relocatable Buildings For Cold Weather Installations

- Dupont TEDLAR Coated or Sprung's Kynar Coated Membrane
- Sprung's Polyurethane Coated Membrane - Sprung's Low-Temperature Arctic Membrane



Sprung tensioned membrane structures are engineered to provide naturally better climate control with optimal heating and cooling efficiency. This virtually airtight system, combined with a fully lofted layer of fiberglass blanket insulation and tensioned interior membrane, contribute to a highly efficient building solution.

- ✓ Healthier Structure
  - formaldehyde-free fiberglass insulation
- Energy Efficiency
  - aluminum foil backing maximizing efficiency
- ✓ Sustainability





## Sprung Shield Security Wall

Designed with the Education market in mind for added protection

When added security is required our 3/32 of an inch (3mm) thick aluminum Sprung Shield cladding provides a hard wall around the perimeter







## Hurricane Force Winds

Sprung Structures are designed and engineered to meet hurricane for winds

Hurricane resistant (non-insulated) rated structures

Hurricane rated (Insulated – Miami Dade certification)



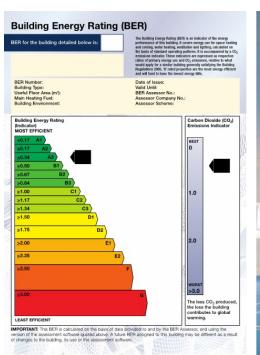


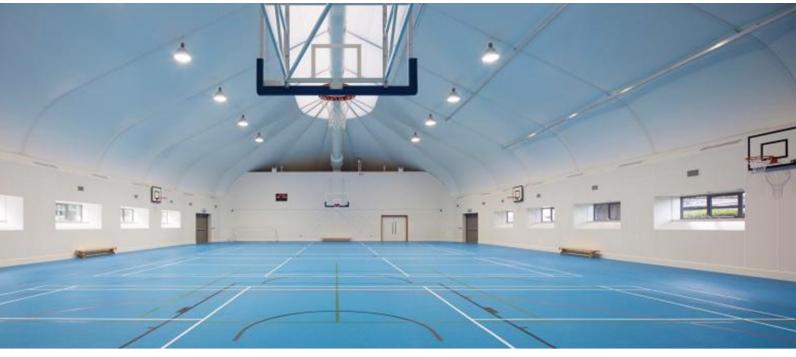
Resistant to Hail

"Our Sprung Structure has survived not one but two significant hailstorms in the Airdrie, (Alberta) in the past 3 weeks.

Several vehicles parked near your structure recorded serious damage, including dents and broken windows. Our Sprung Structure remained unscathed."

Jeanne Miller – Canadian Training Manager
Schlumberger Canada Ltd





#### U.K. Building Energy Rating (A3)

The Building Energy Rating (BER) is an indicator of energy performance of a building and covers the energy use for space heating and cooling, water heating, ventilation and lighting. These indicators are expressed as respective ratios of primary energy use and CO2 emissions.

'A' rated properties are the most energy efficient and will tend to have the lowest energy bills. The Sprung Structure tested obtained a rating of A3



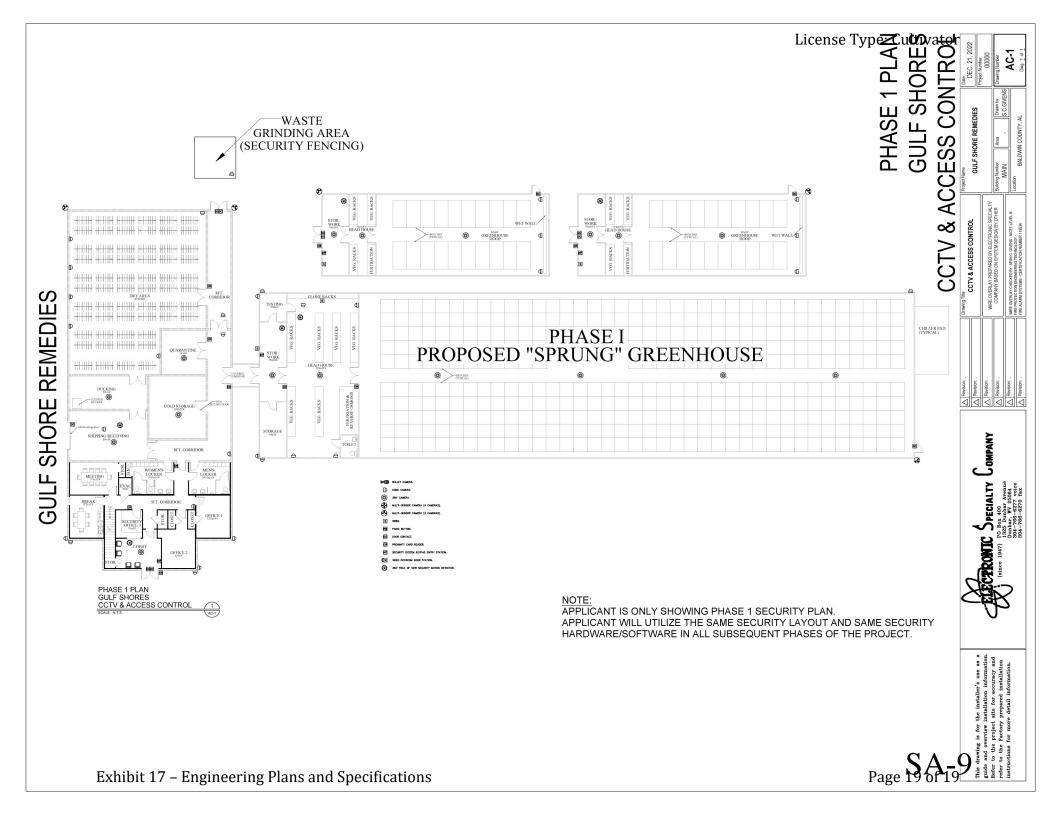




FedEx Atlanta International Airport

100' wide x 110' long (30.48m x 33.5m)

Located at airports throughout North America



License Type: Cultivator

#### **REDACTED COPY**

## Exhibit 18 - Security Plan

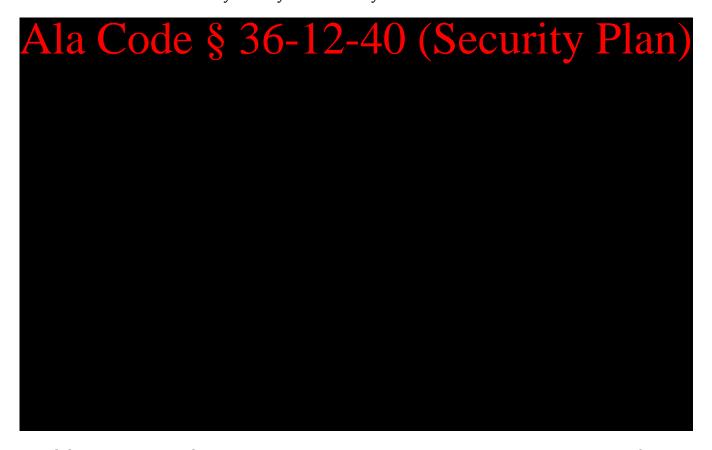
#### Verification

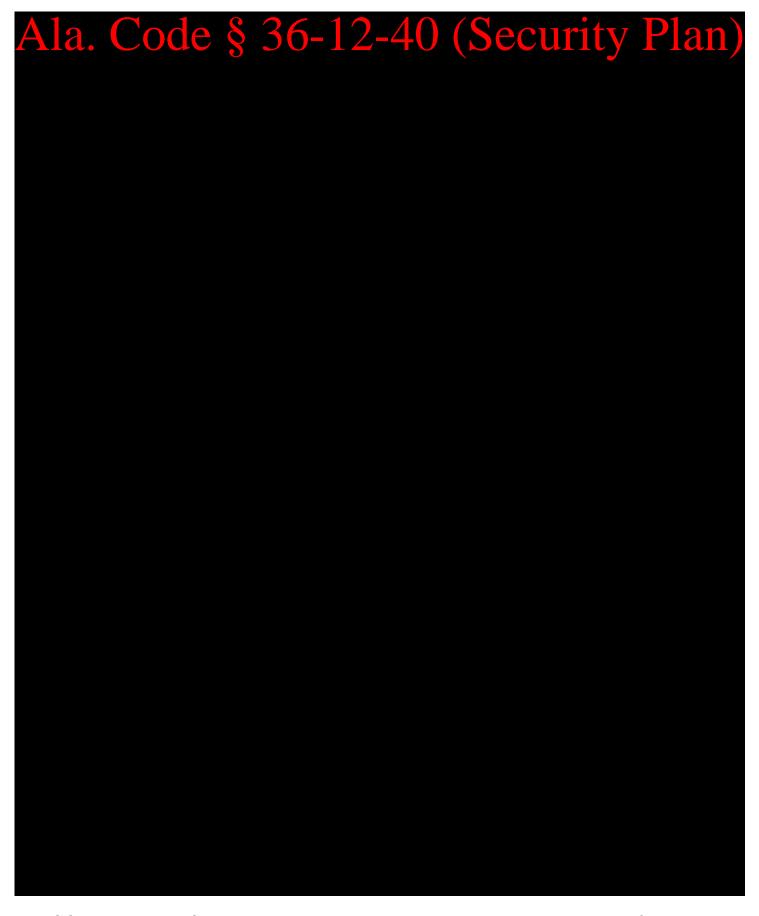
The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

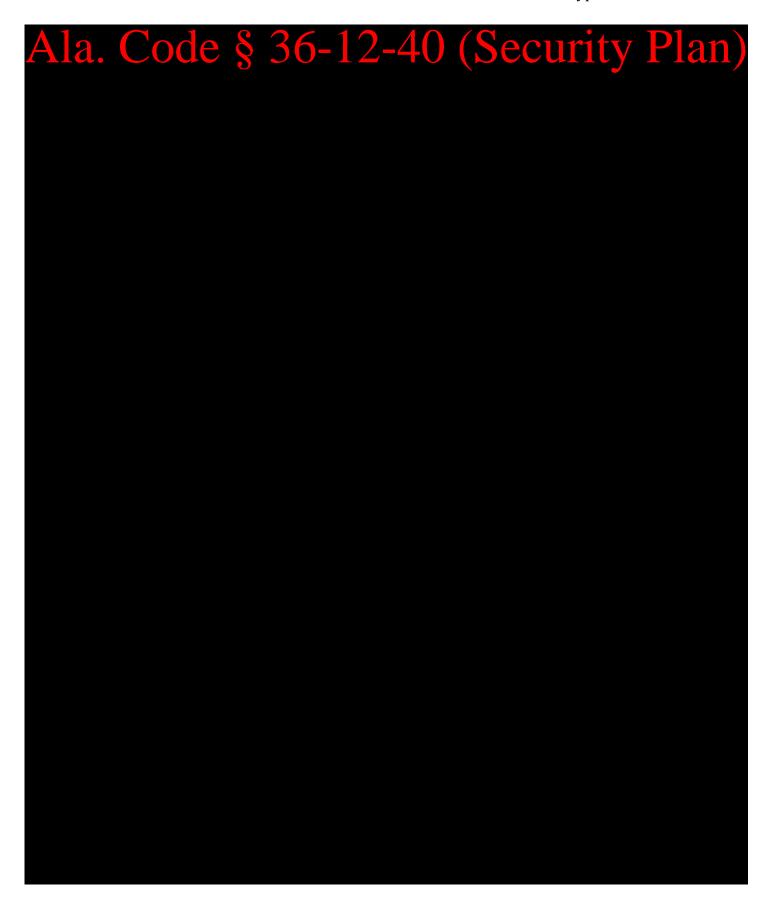
Tynes Stringfellow	Tynes Stringfellow CEO		
Printed Name of Verifying Individual	Title of Verifying Individual		
	12/14/2022   7:37 AM PST		
Signature of Verifying Individual	Verification Date		

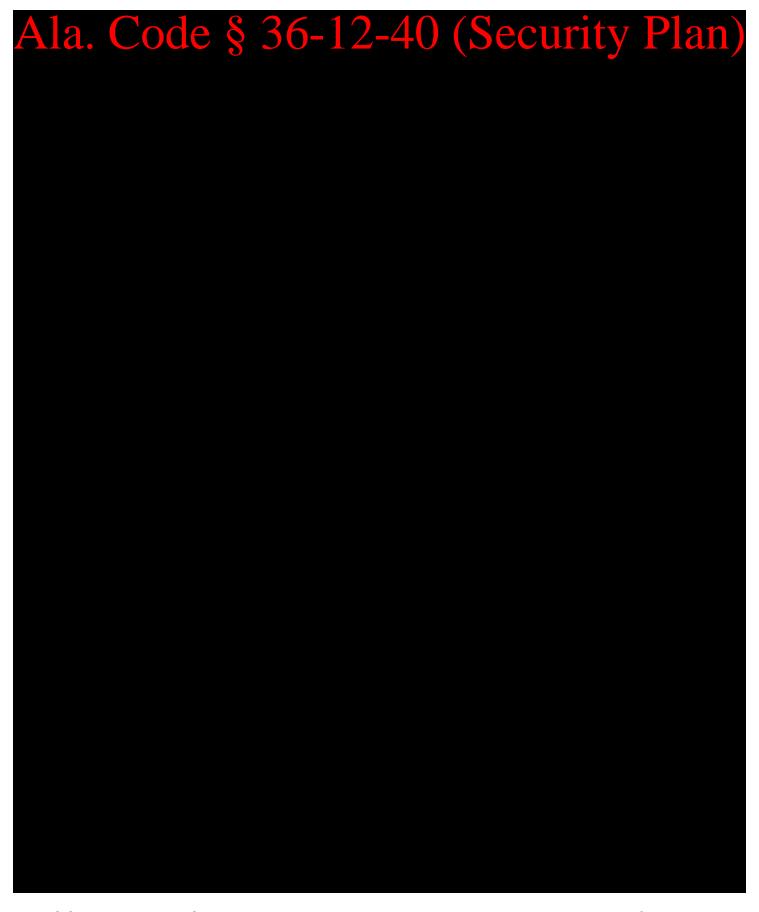
#### Introduction

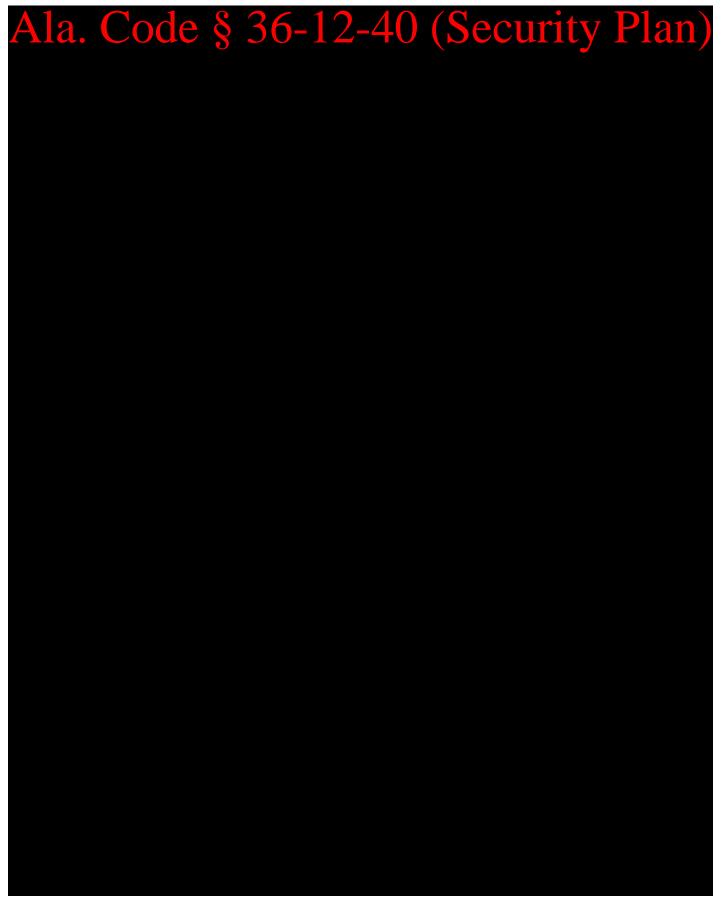
We are foundationally committed to providing safe medical cannabis products in a secure manner to registered patients in the state of Alabama. We will provide effective controls and procedures to guard against theft and diversion of cannabis, unauthorized access to our premises, and unauthorized access 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. The security overlay of our facility is attached at the end of this document.

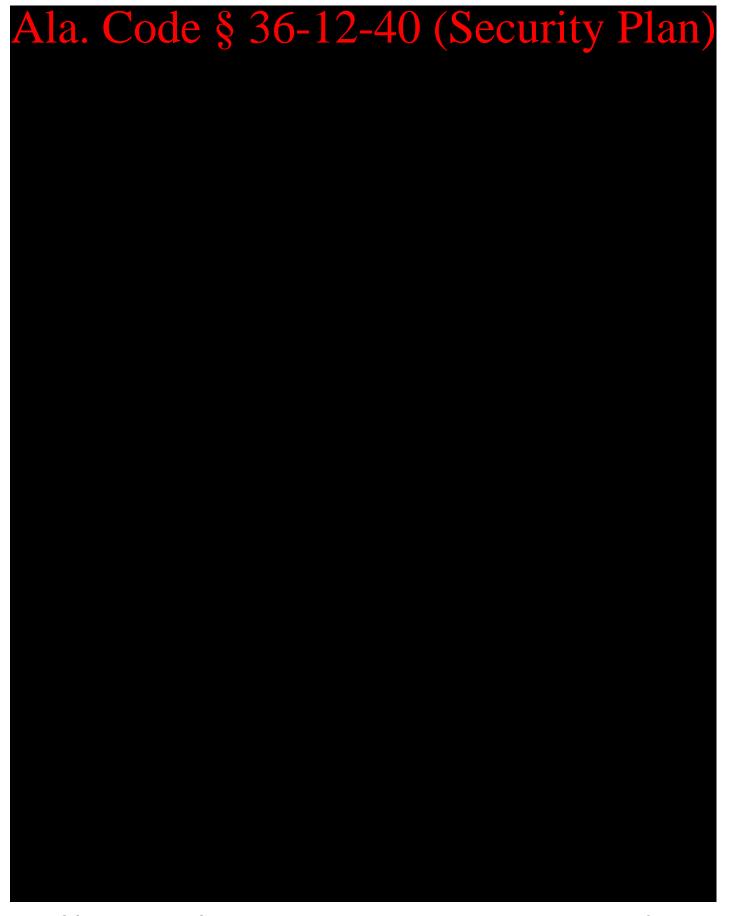


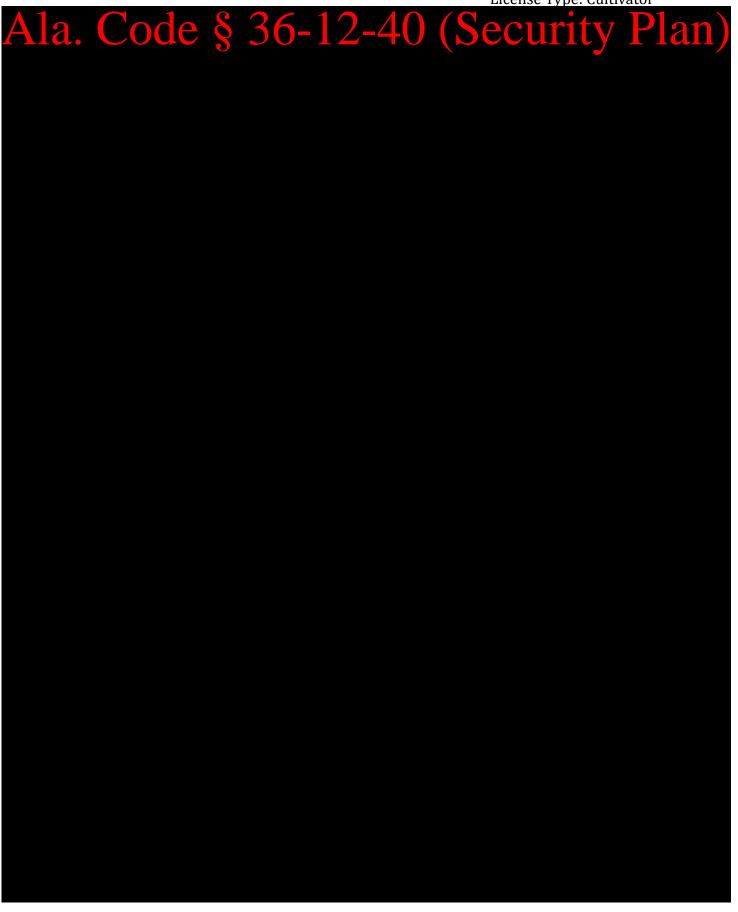


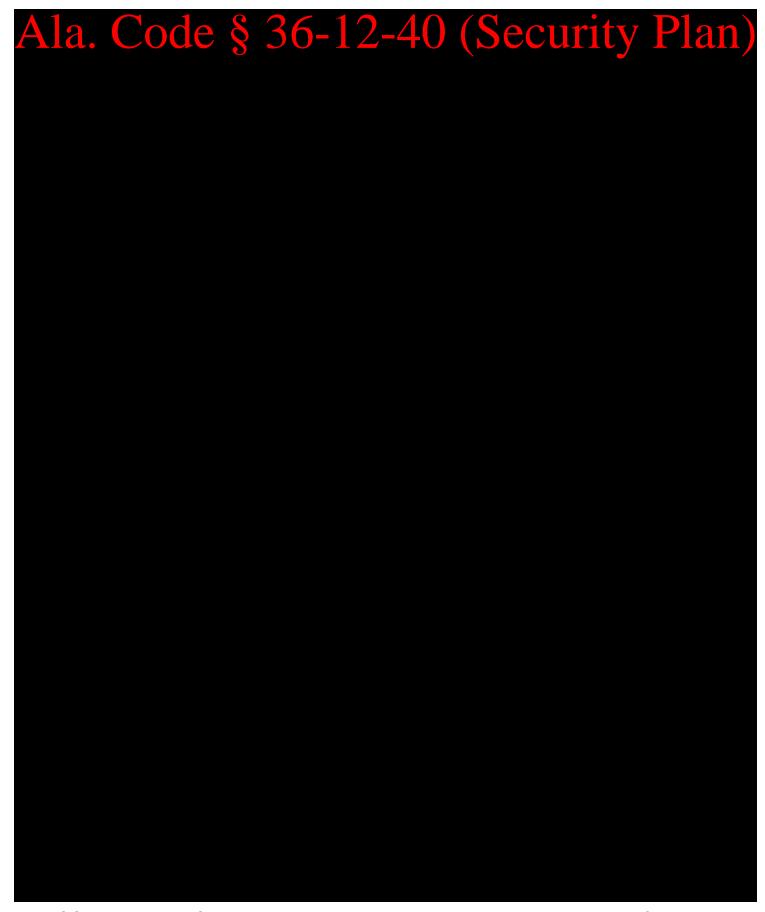


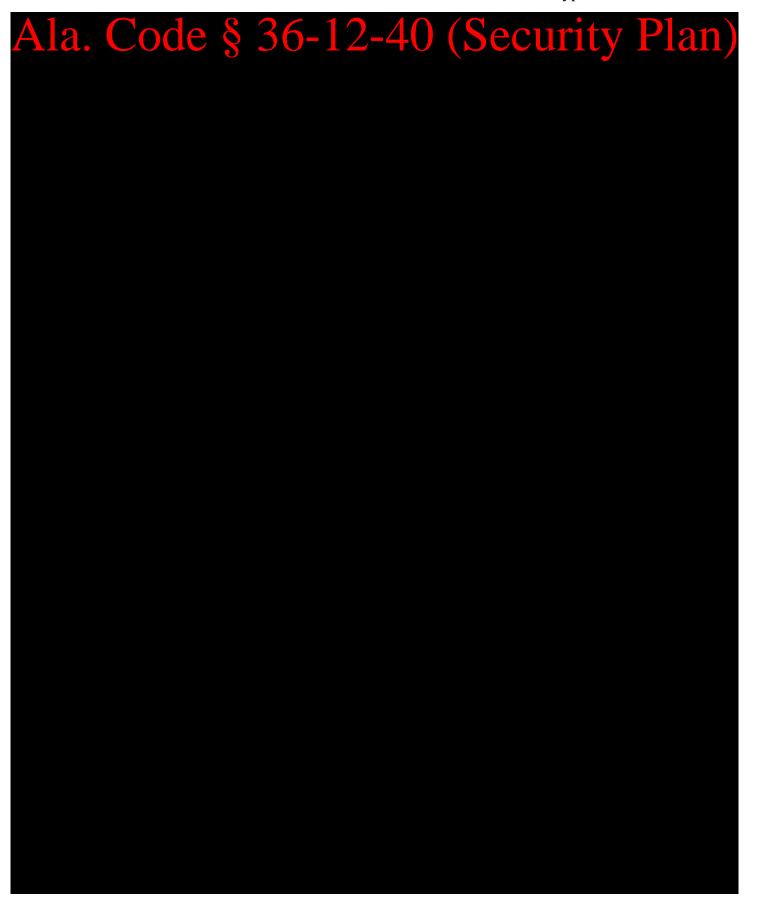


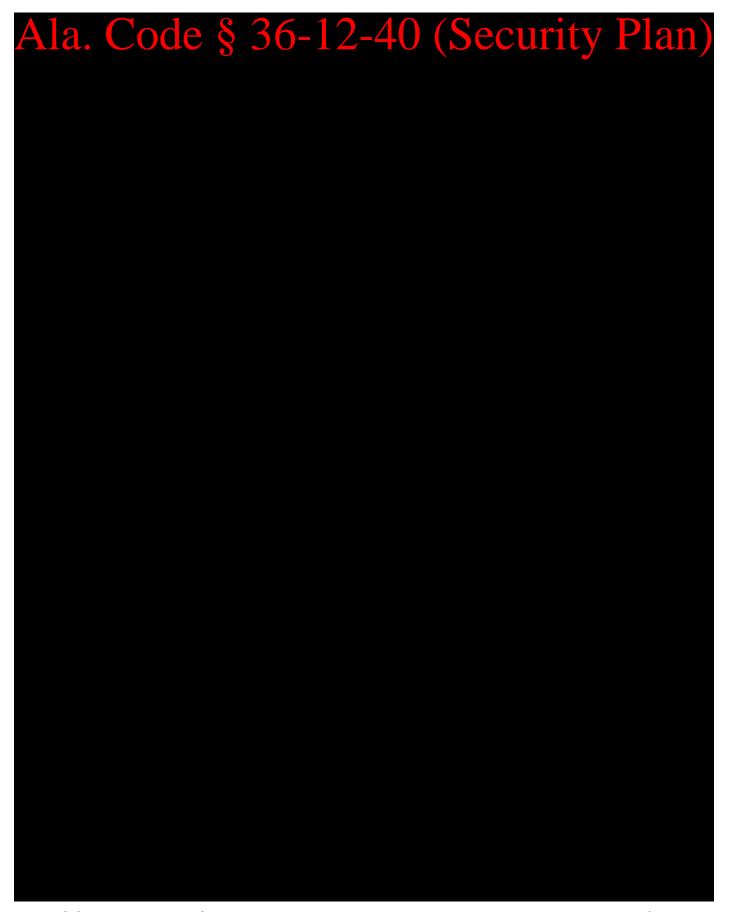


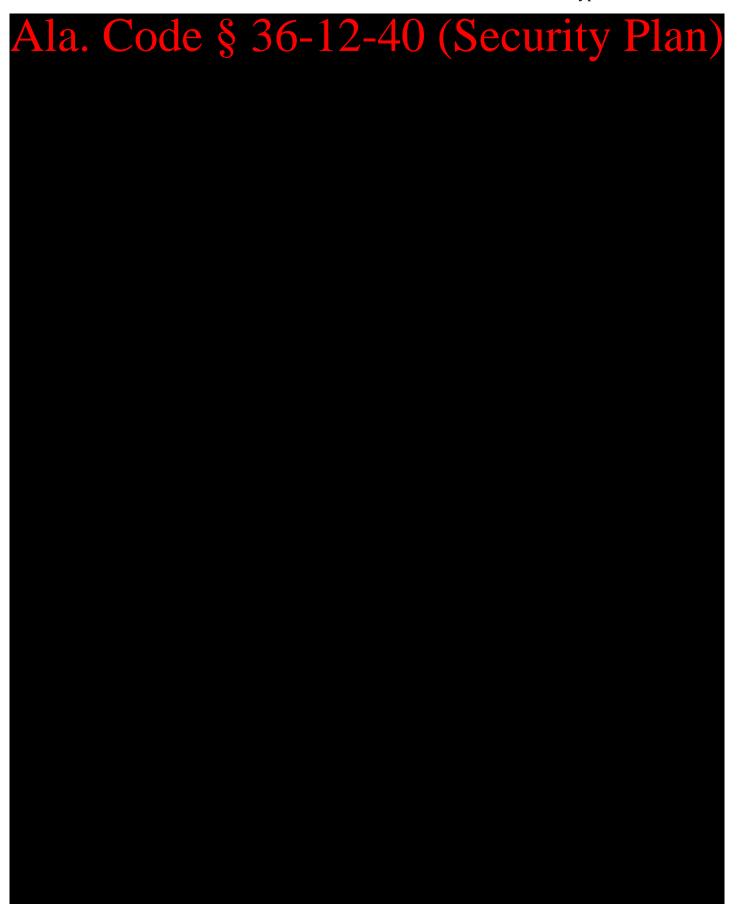






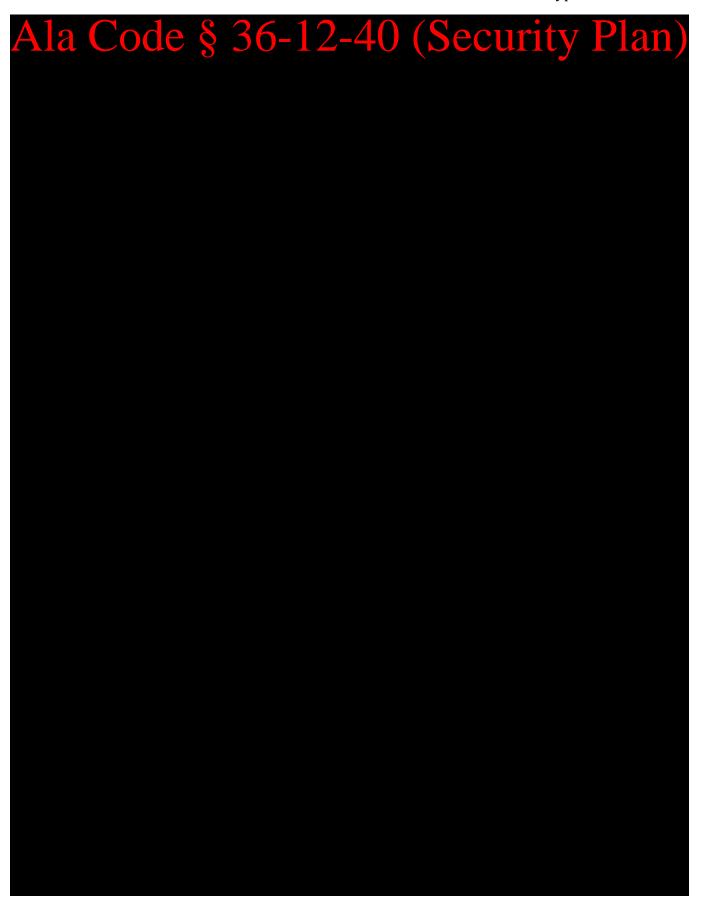




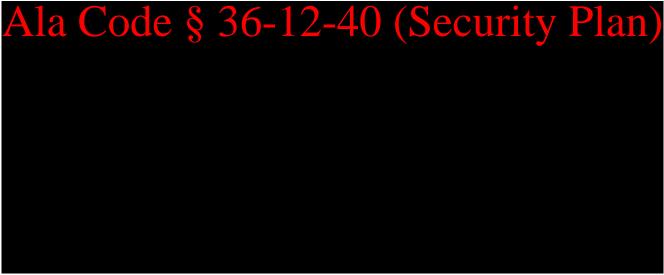






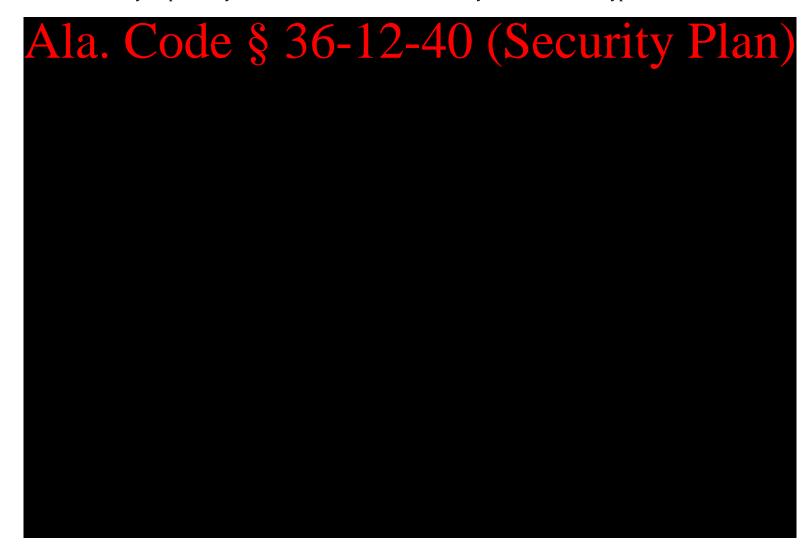


License Type: Cultivator



#### **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-3-.05.03.m.16.k.xiv. 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.



## REDACTED COPY

License Type: Cultivator

## 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.

Tynes Stringfellow	Tynes Stringfellow CEO
Printed Name of Verifying Individual	Title of Verifying Individual
	12/14/2022   7:37 AM PST
Signature of Verifying Individual	Verification Date

#### FORM G: PERSONNEL ROSTER & VERIFICATION

Gulf Shore Remedi	es, LLC	Cultivation
Business License Applicant N	lame	License Type
for all personnel (each leader necessary.	and employee) affiliated with t	30) days prior to the date of application, he Applicant. Attach additional forms if
ode § 36-12-40 (Persona	ally Identifiable Information	CEO - BOARD OF DIRECTORS
Leader/Employee Name	40 (D 11 1	Title/Position
. Code § 36-12	-40 (Personally I	dentifiable Informat
SSN	Telephone	Email
Code § 30-12-40 (Perso	onally Identifiable Inform	
Street Address	10 10 (D 11	1
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City	State	Zip
de § 36-12-40 (Persona	lly Identifiable Informatio	BOARD OF DIRECTORS
Leader/Employee Name		Title/Position
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SSN	Telephone	Email
Ala. Code § 36-1	2-40 (Personally Iden	ntifiable Information)
Street Address		
Ala. Code § 36	5-12-40 (Personally)	Identifiable Information
City	State	Zip
ode § 36-12-40 (Personal	lly Identifiable Information)	COO-OWNER/OPERATOR
Leader/Employee Name		Title/Position
Ala. Code § 36	5-12-40 (Personally	Identifiable Information
SSN	Telephone	Email
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Street Address		
Ala. Code § 36-	12-40 (Personally	Identifiable Information
City	State	Zip

la. Code § 36-12-40 (Personally Identifiable Information BOARD OF DIRECTOR Title/Position Leader/Employee Name Telenhone ersona Street Address Zip City State 36-12-40 (Personally Identifiable Information HR Director-Board of Directors Leader/Employee Name Title/Position Information) SSN Telephone **Email** ntifiable Code ersona Street Address Information City State Zip la. Code § 36-12-40 (Personally Identifiable Information) **CFO** Leader/Employee Name Title/Position ntifiable lntormation SSN Telephone Email Street Address Information City State Zip STRATEGIC ADVISOR Leader/Employee Name Title/Position SSN Telephone **Email** Street Address (Personally Identifiable Information Zip City State Form G: Personnel Roster & Verification Page 2

### DocuSign Envelope ID: A52E931F-7518-40AE-B085-99D4F9C56844 Code § 36-12-40 (Personally Identifiable Informati **BOARD OF DIRECTORS** Title/Position Leader/Employee Name SSN Telephone Email Street Address (Personal dentifiable Information Zip City State Ala. Code § 36-12-40 (Personally Identifiable Information CHIEF COMPLIANCE OFFICER Leader/Employee Name Title/Position ldentifiable SSN Telephone Email Street Address Ala. Cod le Intormation ersonall City State Zip Leader/Employee Name Title/Position SSN Telephone Email Street Address City Zip State **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.

Colin Kelley	COO/Owner
Printed Name of Verifying Individual	Title of Verifying Individual
Colin Kelley	12/15/2022   3:48 PM CST
Signature of Verifying Individual	Verification Date

Form G: Personnel Roster & Verification Page 3

#### FORM G: PERSONNEL ROSTER & VERIFICATION

Gulf Shore Rem	edies, LLC	Cultivation
Business License Applicant Na		License Type
. , , , ,	- 1	30) days prior to the date of application, he Applicant. Attach additional forms if
Ala. Code § 36-12-40 (Personall	y Identifiable Information)	Chief Medical Officer
Leader/Employee Name		Title/Position
Ala. Code § 36-12-	-40 (Personally Id	lentifiable Information)
SSN	Telephone	Email
Ala. Code § 36-12-	40 (Personally I	dentifiable Information)
Street Address		
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City	State	Zip
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Street Address		,
Ala. Code § 36-11	2-40 (Personally )	Identifiable Information)
City	State	Zip
Ala. Code § 36-12-40 (Personal	lly Identifiable Information	Director of Community Outreach
Leader/Employee Name		Title/Position
Ala. Code § 36-12-4	40 (Personally Id	entifiable Information)
SSN	Telephone	Email
Ala. Code § 36-12	2-40 (Personally I	Identifiable Information)
Street Address		
Ala. Code § 36-1	2-40 (Personally	Identifiable Information)
City	State	Zip

**Director of Security** Title/Position Leader/Employee Name Information SSN Telephone Email erson Street Address State Zip City a. Code § 36-12-40 (Personally Identifiable Information Lead Cultivator Title/Position Leader/Employee Name entifiable Informatio SSN Telephone Email Identifiable Information Ala. Cod (Personally Street Address Ala. Code (Persona Information lentifiable City State Zip Ala. Code § 36-12-40 (Personally Identifiable Information **Cultivation Manager** Leader/Employee Name Title/Position (Persona Identifiable Information Code SSN Telephone **Email** Street Address Ala. Cod Identifiable Information City State Zip IT Director Title/Position Leader/Employee Name entifiable Information Te<u>lephone</u> <u>Email</u> SSN Street Address Information ersona Zip City State Form G: Personnel Roster & Verification Page 2

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Code § 36-12-40 (Persor Leader/Employee Name	nally Identifiable Information	Strategic Advisor Title/Position
, 1	2-40 (Personally Id	lentifiable Information)
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Street Address		
Ala. Code § 36	5-12-40 (Personally Id	dentifiable Information)
City	State	Zip
Code § 36-12-40 (Personal	lly Identifiable Information)	Head of Inventory & Packaging
Leader/Employee Name		Title/Position
Ala. Code § 36-1	2-40 (Personally Id	dentifiable Information
SSN	Telephone	Email
a. Code § 36-12	2-40 (Personally Id	lentifiable Informatio
Street Address		
la. Code § 36-12	2-40 (Personally Id	dentifiable Information
City	State	Zip
Code § 36-12-40 (Personal	lly Identifiable Information)	Head of Marketing
Leader/Employee Name		Title/Position
a. Code § 36-12	2-40 (Personally Id	dentifiable Informatio
SSN	Telephone	Email
a. Code § 36-12	2-40 (Personally I	dentifiable Information
Street Address		
Ala. Code § 36	-12-40 (Personally Id	lentifiable Information)
City	State	Zip
Street Address  Ala. Code § 36  City  Applicant Verification: The (and attached, as necessary) The undersigned further ve	-12-40 (Personally Id	Zip  t the information provided hereitate roster of personnel of the Apued a business license, each inc
ndergo appropriate pre-en	ployment background checks.	
Colin Kelley		COO/Owner
Printed Name of Verifying Ir	ndividual	Title of Verifying Individual
(olin kelley Signature or vernynig Indivi		12/15/2022   3:48 PM CST

Form G: Personnel Roster & Verification Page 3

#### FORM G: PERSONNEL ROSTER & VERIFICATION

Gulf Shore Remedie	es, LLC	Cultivation
Business License Applicant Na	ame	License Type
, , ,	and employee) affiliated with the	80) days prior to the date of application, he Applicant. Attach additional forms if
	ij identifiaore imformation)	Quality Control & Assurance
Leader/Employee Name la. Code § 36-12	-40 (Personally Io	dentifiable Information
SSN	Telephone	Email
la. Code § 36-12	-40 (Personally Id	dentifiable Information
Street Address		
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City	State	Zip
. Code § 36-12-40 (Person	ally Identifiable Informatio	Strategic Advisor
Leader/Employee Name		Title/Position
Ala. Code § 36-12	2-40 (Personally Id	lentifiable Information)
SSN	Telephone	Email
Ala. Code § 36-12	2-40 (Personally I	dentifiable Information
Street Address		
Ala. Code § 36-1	2-40 (Personally Id	dentifiable Information)
City	State	Zip
a. Code § 36-12-40 (Persona	ally Identifiable Information	Medical Advisor
Leader/Employee Name		Title/Position
Ala. Code § 36-12	2-40 (Personally Id	dentifiable Information)
SSN	Telephone	Email
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Street Address		
Ala. Code § 36-1	12-40 (Personally)	Identifiable Information
City	State	Zip

### Ala. Code § 36-12-40 (Personally Identifiable Information)

## Medical Advisor

Leader/Employee Name

Title/Position

## Ala. Code § 36-12-40 (Personally Identifiable Information)

SSN Telephone Email

## Ala. Code § 36-12-40 (Personally Identifiable Information)

Street Address

City	State	dentifiable Information) 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

Form G: Personnel Roster & Verification

Page 2

Leader/Employee Name		Title/Position
SSN	Telephone	Email
Street Address		
City	State	Zip
Leader/Employee Name		Title/Position
SSN	Telephone	Email
Street Address		
City	State	Zip
Leader/Employee Name		Title/Position
SSN	Telephone	Email
Street Address		
City	State	Zip
(and attached, as necessary) con The undersigned further verifi	nstitutes a complete and a es that, if the Applicant is ned, as necessary) will be oyment background check	COO/Owner  Title of Verifying Individual
Signature or vernying Individual	 al	12/15/2022   3:48 PM CST  Verification Date
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Form G: Personnel Roster & Verification Page 3

License Type: Cultivator

# 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.

Tynes Stringfellow	Tynes Stringfellow CEO
Printed Name of Verifying Individual	Title of Verifying Individual
	12/14/2022   7:37 AM PST
Signature of Verifying Individual	Verification Date

License Type: Cultivation

#### 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 includes experienced Science and Engineering-Based Employees, as well as employees with a Business Background in accounting, finance, managing, marketing, advertising, and public relations.

#### Science and Engineering Employees

Our Chief Medical Officer is Board Certified in Anesthesiology and Board Certified by the American Board of Anesthesiology in Pain Management. He has served in leadership roles on the Alabama Board of Medical Examiners, the State Medical Association, and the Alabama Board of Public Health for 14 years. From 2016 to 2017, he served as the 150th president of the Alabama Medical Association; he also founded the Center for Pain in Montgomery in 1997. In undergraduate degree is from Auburn University, and his medical degree is from the University of Alabama, Birmingham, which he attended on a US Air Force scholarship. His experience in the medical field and operating his own medical business will help guide our business to provide the most therapeutic cannabis from our cultivation business.

Our Medical Advisor is a licensed medical professional with 20 years of work specializing in anesthesiology, pain management, and lifestyle medicine, with an additional six years of experience as an advocate and senior executive in the cannabis industry. She received her B.S. in Biology and Natural Science in 1983 from Muhlenberg College in Allentown, PA, and her M.D. from Rutgers New Jersey Medical School in 1987. She began her career in 1991 when she became Partner at Media Anesthesia Consultants at Riddle Memorial Hospital. By 2005, she became a Partner for Society Hill Anesthesia Consultants at the same hospital. She continued as a Medical Consultant at IMX, a medical management services company, and at The Prime Network, an independent medical examination company. In 2006, she went to work as a concierge for a private practice

focused on nutritional, pain, and oncologic complementary medicine management. In 2017, she became Chief Medical Officer for Pure Green in Michigan, where she oversaw and designed clinical trials and clinical site audits. She currently serves as Chief Scientific Officer for Merida Capital Partners in New York, and she has published a number of academic papers on the science and benefits of cannabis. Her expertise will prove invaluable as we strive to build the most impactful medical cannabis cultivation business possible in Alabama.

Our second Medical Advisor is a licensed medical professional with over 25 years of experience in pain medicine and management. In addition to being CEO for Kure Smart Pain Management since 2016, he holds two gubernatorial appointment positions as a member of the Maryland Pharmaceutical and Therapeutics Committee and as Chairman for the State of Maryland Board of Medicine. He is licensed in five states and currently holds a number of additional certifications, including the American Board of Physical Medicine and Rehabilitation, Diplomate # 8561; Pain Medicine, Diplomate; and, the American Heart Association's Advanced Cardiac Life Support and Basic Life Support certifications.

Our Quality Control and Assurance Manager is a prolific cannabis scientist and researcher. He began his career in cannabis science in 2013 and has enabled advancements in the field and supported cannabis microbiology regulatory implementation, method validation, data acquisition and analysis, and 17025 testing accreditations in several regulatory jurisdictions including those states of Hawaii, California, Washington, Pennsylvania, Maryland, New Mexico, and Arkansas. His experience in microbial testing ranges across various regulated cannabis contaminants, including microbial organisms such as pathogenic Aspergillus species and E. coli. His expertise has leveraged multiple molecular diagnostic testing methodologies for regulatory compliance including qPCR/PCR, sequencing, microarray, and plating.

Our Lead Cultivator is a transformational leader in cultivation operations within the cannabis industry and an expert in horticultural sciences. In her role as Vice President of Cultivation at LeafLine Labs, one of two medical cannabis companies serving the patients of Minnesota, she most recently utilized leading edge technology and a systems-approach to improve yield quantity and quality. She is an expert in cultivation data

used to drive quality and efficiency within operations. She received her B.S. in Horticulture from the University of Wisconsin-Madison, and she brings over a decade of experience in propagation, cultivation, and cannabis operations to our team.

Our Cultivation Manager is a well-respected grower and manager in the cannabis industry. He brings over three years of cultivation experience in addition to five years legal cannabis industry experience, including quality control management and crop management at large scale cultivation facilities. His experience includes managing cannabis cultivation facilities, dispensary operations, and processing crews.

#### Employees with a Business Background

Our Chief Executive Officer is a self-employed farmer and landscaper. He founded Jubilee Landscape Inc. in 1980 in order to offer selective landscaping services to high end and notable clients, including golf clubs, business districts, and politicians. In 2000, Stringfellow founded Weeks Bay Plantation, a blueberry farm, event space, and AirBnB hosting compound. He went on to open and operate Weeks Bay Hemp Company in 2019, where he oversees and runs an organic CBD farm, producing products from indoor and outdoor plant varieties that are safe and trusted by his Alabama community. His expertise in successful business management and hemp farming in Alabama will inject value and knowledge into our medical cannabis cultivation business.

Our Chief Operating Officer is Senior Operating Partner for Merida Capital Partners, where he has helped build cannabis operations across the country. He is a board member for both Brytemap and Nautilus Botanicals, and he also serves on the editorial board for Cannabis Dispensary Magazine and the Cannabis Business Times Conference and is a frequent contributor to both. He previously served as the Chief Financial Officer and Chief Operating officer for LeafLine Labs, one of two licensed producers and distributors of medical cannabis in Minnesota. Additionally, he has held management roles at Dun & Bradstreet, Investors Bank & Trust, Wind River Capital Management, and Fresenius Medical Care. He has also consulted to the SAP Business Incubator and the Civilian Research & Development Fund. He earned his BSBA in Management and Finance from Bryant University in Rhode Island.

License Type: Cultivation

#### Accounting and Finance

Our Chief Financial Officer is the Senior Vice President of Operations for Merida Capital Partners, where he has served as a consultant to assist their portfolio of companies in startup and performance optimization, including the retail powerhouse 3Fifteen Cannabis in Michigan and the testing and biotech R&D firm Steep Hill Labs in California. His expertise includes leading operations, finance, strategy, and streamlining and enhancing private equity for consumer products, retail, building supplies, and teleconferencing companies. He holds an MBA from the University of Chicago and a Bachelor of Laws (equivalent to a J.D.) from Monash University in Melbourne, Australia.

Our Accountant is a life-long resident of the State of Alabama with more than 24 years of experience in the field of accounting. After growing up in Huntsville, she attended Auburn University where she graduated with a master's in accounting in 1996. Worked for 11 years at a mid-sized CPA firm where she served as an Audit Manager, responsible for managing audits of companies in various industries, then went on to spend the remainder of her career in private accounting. She has extensive experience in the construction industry as well as the real estate investment industry. Currently works as the VP of Finance and CFO for a group of real estate investors. She also serves as treasurer for a non-profit organization in the Birmingham area.

#### Management Experience

Our Chief Compliance Officer joined Merida in August 2021 and serves as the firm's General Counsel and Chief Compliance Officer. Prior to joining Merida, was Senior Vice President at Hudson Advisors L.P., the investment adviser to the Lone Star Funds (real estate private equity). He spent approximately five years working in asset management focused on oil and gas investments, specifically as the Head of Legal and Compliance at EnCap Investments L.P. (venture capital) and in the same role at Tudor, Pickering, Holt & Co. Asset Management (multi-strategy manager). Prior to working in oil and gas, served in a legal and compliance capacity at The Investment Fund for Foundations, a fund-of-funds for endowed nonprofit institutions. He also served as the Director and Counsel at The Cipperman Companies, a boutique investment management law firm and regulatory compliance consulting company.

Case Western Reserve University School of Law and his B.S. in Economics from The George Washington University.

Our Director of Community Outreach is the Owner-Operator of Cleans 251, and she serves in managerial and administrative capacities for several joint ventures, including Weeks Bay Plantation, Jubilee Landscape, and Weeks Bay Hemp. Her working experience includes project management, marketing and sales, event planning, accounting, social media, brand development, and public speaking.

Our Head of Inventory and Packaging is a tenured cannabis professional specializing in compliance and operations. He currently serves as the Director of Inventory Control and Purchasing for the vertically integrated medical cannabis company Laurel Harvest Labs LLC in Montgomery, PA. His duties include inventory management, procurement, merchandising, marketing, and the development and execution of SOPs. Prior to joining Laurel Harvest Labs, managed inventory control and operations for dispensaries in Sellersville and Philadelphia, PA. He holds a B.A. from Temple University in Media Studies and Production.

Owner of The HR Department LLC, a company that specializes in human resource management consulting, training, development, and systems implementation. She currently serves clients in both local government and the entertainment industry. has a B.S. degree in Psychology from Auburn University and a M.S. in Human Resource Management from Troy State University. She has more than 25 years of human resource experience at the corporate level and in the public and private sectors, with expertise in recruiting, job analysis, performance management systems, market studies, classification and pay systems, organizational training, and legal defense.

Our IT Director is the founder and CEO of Tri-Cities IT, a full-service firm providing managed IT and cyber security, structured cabling services, surveillance systems, and private cloud solutions. He has more than 10 years of experience in network systems, server administration, programming and software development, database construction and maintenance, security and systems hardening, and access control.

Marketing, Advertising, and Public Relations

Our Head of Marketing is a marketing and business professional with more than 10 years of experience building community-focused brands, leading marketing strategy for disruptive companies, and building teams to solve complicated problems. He is the President and Co-Founder of Zeroto1, a marketing agency built to help tech and active lifestyle brands scale up with compounding growth, maximum profitability, and long-term brand equity. He also has several years of experience serving as a cannabis brand consultant for the Southern California retailer From the Earth, and for the well-known and extraordinarily successful craft brands Kurvana and 1130 Artisans. Cronin also served as the Influencer Marketing Director for Target's delivery service Shipt.

#### 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 Operating Officer ("COO"): The COO manages operations, including development of standard operating procedures and staff training programs that are responsive and adaptable based on compliance with applicable law. The COO must analyze current and future market trends to help to achieve the company's profitability goals and other objectives. The COO 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.

Chief Financial Officer ("CFO"): The CFO is responsible for all financial activities including building the core financial practices to meet the needs of the company's expanding operations. Our CFO will also obtain and manage all accounting personnel and third-party accounting, tax preparation, and financial services vendors. The CFO: Oversees all financial functions of the company; Creates and implements a company budget and departmental budgets; Develops and maintains relationships with financial institutions; Audits the work of outside Bookkeeper and Accountant for accuracy and consistency with Generally Accepted Accounting Practices (GAAP) or other financial reporting standards.

Head of Marketing: Our Head of Marketing will guide our marketing, advertising, and public relations in compliance with all relevant laws. The Head of Marketing 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 Head of Marketing 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.

Chief Medical Officer ("CMO"): Our CMO supports the company with scientific and medical expertise, aiding in the understanding of medical cannabis effects and research. The CMO will also assist in the creation of educational materials, staff training programs, operational best practices, and working with and supporting our team. The CMO will stay up to date on new research within the cannabis industry, and medical innovation in general, in order to inform the advisory board, executives, and company leadership of significant developments. The CMO will train staff on medical cannabis science and will educate them on the scientific properties of all of our products. The CMO stays on top of medical developments regarding cannabis and communicates updates to necessary personnel, including re-training staff when necessary. The CMO works with the executive leadership to develop and revise company SOPs and collaborates to participate in and develop community outreach initiatives.

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.

Quality Control and Assurance Manager: The QA/QC Manager will oversee all QA/QC processes at our facility including review of in-house testing, review of systems and analysis of critical control points, and developing and implementing any process updates to ensure the highest standard of quality from cannabis produced at our facility.

Head of Inventory and Packaging: To maintain product safety, integrity, and availability, we will employ an Inventory Manager to compliantly track every aspect of our product inventory in our internal systems and report to the state's seed to sale tracking system, METRC. The Inventory Manager creates, implements, and audits processes, protocols, and

key performance indicators associated with inventory management to ensure inbound and outbound inventory workflow meets daily sales and operational demands.

Cultivation Manager: The Cultivation Manager ("CM") oversees the cultivation facility processes to achieve production goals and company objectives while staying compliant with regulations and maintaining employee safety. The CM 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 CM manages day-to-day operations and provides hands-on management of each stage of production from propagation to distribution at the cultivation facility.

#### 20.3 - Hiring Plan

A 5-year hiring plan for its leaders identifying the types, positions, required education, required experience, and expected roles of such personnel. 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: Principals, Operators, and Employees—and for hiring purposes, our required education and experience are based on these types. Principal-level positions will require a college or advanced degree, at least 10 years of relevant leadership experience, and a severe dedication to compliance, business strategy, and patient service. Operator-level positions will require a college degree, 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 One

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 one, our

staff will total approximately 23 employees, including our executive team, quality control staff, cultivation technicians, and supporting staff. Our executive team will consist of nine people, including our CEO, COO, CFO, Chief Compliance Officer, Chief Medical Officer, IT Director, Human Resources Director, Director of Cultivation and Director of Community Outreach. We will employ six managers to oversee day to day managerial operations. Managers will include the Cultivation Manager, Head of Marketing, Director of Security, Head of Inventory and Packaging, Quality Control and Quality Assurance Manager, and our Accountant. All role descriptions for our executive team and managerial staff can be found in subsection 20.2, above.

Additional staff will include three security guards, who will physically secure our facility, oversee surveillance, monitor visitors, prevent diversion, mitigate crimes, and handle misconduct. We will also hire a Cultivation Manager, who will implement cultivation SOPs, and will later oversee technicians for the safe and consistent production of cannabis. We will initially hire four Cultivation Technicians, who will follow our SOPs to operate our facility day-to-day.

*Year Two:* In our second year, we will not add new roles but will add two Cultivation Technicians to our company.

Year Three: In our third year, we will add two Cultivation Technicians to our company. Year Four: In our fourth year, we will add two Cultivation Technicians to our company. Year Five: We expect our cultivation operations to be fully expanded by year five. In our fifth year, we will add ten Cultivation Technician jobs to our company. By Year 5, our company will employ approximately 41 people.

#### **Conclusion**

Our business credentials and hiring plan firmly identifies our company as an inclusive, intensively professional, and consistently compliant group of talented individuals. We are prepared to accelerate our hiring process at any point in our startup years if there is significant market growth.

License Type: Cultivator

## 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.

Tynes Stringfellow

Tynes Stringfellow CEO

Printed Name of Verifying Individual

Title of Verifying Individual

12/14/2022 | 7:37 AM PST

Signature of Verifying Individual

Verification Date

Licensing Type: Cultivator

#### EMPLOYEE HANDBOOK SUMMARY

The Employee Handbook contains more than 25 pages and because of this, the Applicant is required to provide a summary of the Handbook in no more than 5 pages. This Handbook contains all policies relevant to **GULF SHORE REMEDIES LLC**. The Handbook details policies pertinent to work hours, attendance requirements, and timekeeping and payroll administration. You will also find information on our commitment to equal employment opportunity and our reporting procedures for any concerns you may have in that regard. Further, this Handbook contains policies on our standards of conduct, our commitment to a safe, healthy, and professional workplace, and our protocols related to employee discipline and termination. These policies are not intended to cover each individual circumstance that might arise during employment, but rather are intended to provide general information about what an employee can expect of the company and what we can expect of an employee.

Unless otherwise noted, these policies apply to all employees, regardless of title. Employees can refer to this Handbook as questions about policies arise. From time to time we will update policies. If you have specific questions not addressed by this Handbook or the Policies and Procedures Manual, please let us know. These policies are neither a contract nor an offer to enter into a contract. You should not construe or rely upon them as a contract of employment with the company or a promise of employment for any specific duration or a warranty of benefits of employment. We may change or withdraw policies at any time and without prior notice.

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# **GULF SHORE REMEDIES LLC**EMPLOYEE HANDBOOK

#### **GENERAL POLICIES**

This Employee Handbook ("Handbook") has been prepared to provide information about key personnel policies and practices, work standards and benefits. The handbook has been organized by topic to help you find information you need. You will want to read the handbook now, so that you can quickly familiarize yourself with its content. The information in this Handbook applies to all employees of Gulf Shore Remedies ("Gulf Shore Remedies" or the "Company").

This Handbook states only general Company guidelines. While we have attempted to create a comprehensive Handbook, this Handbook does not address all situations that may arise or contain all of Gulf Shore Remedies's policies. You are encouraged to talk with your supervisor if you have any questions about the content of this Handbook.

This Handbook is not, nor should it be considered, an agreement or contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation. Gulf Shore Remedies reserves the right to modify the policies in this Handbook without prior notice. These policies and practices supersede and replace any earlier handbooks, manuals, policies, practices, guidelines or descriptions of the terms and conditions of your employment, as well as any previous agreements, whether written or verbal, expressed or implied, related to the subjects covered by this Handbook. Gulf Shore Remedies will make reasonable efforts to keep you informed of any changes to the Handbook as they occur. This Handbook describes the policies the Company will enforce unless applicable law alters or prevents the practice.

No one other than the officers of Gulf Shore Remedies may alter or modify any of the policies in this Handbook. No statement or promise by a supervisor, manager, or department head may be interpreted as a change in policy nor will it constitute an agreement with an employee.

SECTION 1: WORK HOURS AND

**COMPENSATION** 

1.01 Business Hours

Business hours and work shifts are subject to change as business needs dictate. Unless an

employee's supervisor has approved a different schedule, all full-time employees are

expected to work forty (40) hours per week. Hours may vary depending upon position and

work volume.

A supervisor must approve any request to change shifts with another employee; otherwise,

employees will be responsible for working their assigned shifts. Working overtime or a

double shift will only be approved in an emergency

1.02 Attendance

Each employee is critical to the success of Gulf Shore Remedies and the smooth, efficient

functioning of the business. Gulf Shore Remedies expects all employees to report to work on

a regular and prompt basis and be ready to begin and end their shift at their scheduled time.

Employees who are unable to come to work or who will be late must notify their supervisors

as soon as the need to miss work is known and no later than two (2) hours prior to their

scheduled start time, if possible. It is not permissible for anyone other than the employee to

report off/late unless the employee is incapacitated/unconscious or in the case of an

extreme emergency.

Chronic absenteeism and tardiness negatively impact the smooth operation of the business

and reflects a lack of respect for fellow employees who must provide coverage. Therefore,

unexcused late arrivals or unscheduled absences will be cause for disciplinary action, up to

and including immediate termination. Exceptions may be made for emergency

circumstances that are beyond the employee's control.

EXHIBIT 21: Cultivators Employee Handbook

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# 1.03 Payroll

Gulf Shore Remedies's pay period is Sunday through Saturday. Employees are paid biweekly, every other Friday. Any payroll errors should be immediately reported to the Payroll Department in writing or via email with as much detail as possible. Payroll errors will be promptly corrected. No one, other than the employee to whom the check is written, will be allowed to pick up a paycheck unless written authorization has been provided by the employee.

If a regularly scheduled payday falls on a day when Gulf Shore Remedies is closed, employees will receive their paychecks on the business day immediately preceding the regularly scheduled payday.

Gulf Shore Remedies does not provide payroll advances or "loans" to its employees.

# 1.04 Timekeeping Procedures

Gulf Shore Remedies keeps accurate records of, and compensates employees for, all hours worked, as required by federal and state law. Keeping accurate records of employees' working hours is crucial for Gulf Shore Remedies to:

- ensure employees are paid for all hours worked;
- comply with applicable federal and state laws; and
- accurately track employees' accrued leave balances and other benefit accounts.

Accordingly, all non-exempt employees are responsible for making a daily record of their hours worked and ensuring such information is accurately presented to Gulf Shore Remedies each week.

Employees must report the actual times (hour and minute) on their time sheets.

<u>Time Clock and Electronic System Procedures</u>. Employees who are required to use time clocks or electronic systems to record their time must observe the following rules:

- 1. Employees generally punch their timecard or log into their electronic system four times daily: at the beginning and end of the workday and at the beginning and end of the meal period. Employees must also clock or log out for any break of more than 20 minutes.
- 2. Employees must be ready to work as soon as they clock in. If more than five minutes elapse between the time an employee clocks or logs in and the time he or she begins working, the employee must alert his or her supervisor.
- 3. Employees must not work before clocking or logging in or after clocking or logging out. Employees who perform any work before clocking or logging in or after clocking or logging out must alert their supervisor as soon as possible.
- 4. Employees are forbidden to clock or log in or out for another employee. Before clocking or logging in or out, employees should verify they are using the correct timecard or employee time entry code. Employees who clock or log in or out for another employee will be subject to discipline up to and including termination.
- 5. Employees must also accurately record any vacation time, sick time, paid time off, etc., on their timecards or in the electronic timekeeping system each week.

Corrections or Modifications. If, after submitting your timecard/electronic attestation, you believe a correction or modification is necessary, you must notify your supervisor immediately. Your supervisor will review your time record with you as soon as possible. After you and your supervisor have both verified the accuracy of the corrections or modifications, both you and your supervisor must initial the changes to the record. If, for any reason, you continue to believe that your time record is not correct, or if you believe you supervisor has in any manner caused you to not record your hours accurately, you must

notify the Human Resources Director or management directly. Under no circumstances will any employee suffer any form of retaliation for reporting any time reporting issue.

To avoid having to make corrections or modifications to your timecard/electronic attestation, you should carefully review each timecard/electronic time record for accuracy and completeness before signing or attesting to and submitting it to your supervisor. It is also a good practice to carefully review all paychecks/pay statements to identify any errors or discrepancies. If you notice a discrepancy on your paychecks/pay statements, you should immediately notify the Human Resources Director.

*IMPORTANT NOTE REGARDING ACCURATE TIMEKEEPING.* Accurately recording employees' working hours is a serious matter. Accurate recordkeeping is required by law and is necessary for Gulf Shore Remedies to ensure all employees are paid correctly. The following actions are extremely serious offenses that will not be tolerated by Gulf Shore Remedies:

- under-reporting hours (i.e., reporting fewer hours than actually worked)
- over-reporting hours (i.e., reporting more hours than actually worked)
- falsifying signatures or other information on a time record
- tampering with Gulf Shore Remedies's time clock or other timekeeping system
- tampering with other employees' time sheets/timecards
- clocking or logging in or out on for another employee
- encouraging or coercing other employees to misrepresent hours worked
- working "off-the-clock" (i.e., working but not reporting hours)

It is your responsibility to accurately report all the time you work. <u>You may not begin working</u> <u>until you have clocked or logged in</u>. Working "off the clock" for any reason is considered a violation of Company policy. If you forget to record your time or clock or log in or out, or if

you believe your time records are not recorded accurately, you must notify a Manager

immediately, so the time can be accurately recorded for payroll purposes.

No supervisor or manager has the authority to require, permit, or ask any employee to work

"off-the-clock" or to work hours without reporting them. If you believe that a supervisor is

requiring or asking you to work "off-the-clock," or if you believe you have not been paid in

full for all hours worked, you must immediately notify management.

Employees found to have engaged in any of these prohibited activities are subject to

immediate discipline, up to and including termination of employment. If anyone encourages

or attempts to coerce you to misrepresent the number of hours you worked, you must

immediately notify management.

Meal Periods. Meal periods, when employees are completely relieved from duty, are not

considered time worked. An employee is "completely relieved from duty" if he or she is not

expected or required to perform any duties, whether active or inactive.

**Overtime for Non-Exempt Employees** 

Employees are sometimes asked to work overtime to meet operational needs, deadlines, and

emergencies. Therefore, employees' cooperation in performing overtime work is expected.

However, overtime may not be worked without advance approval by a supervisor, except in

emergency situations. In addition, Gulf Shore Remedies does not allow non-exempt

employees to work "off the clock" and all work time must be recorded. Non-exempt

employees will receive time and a half pay for hours worked beyond forty (40) hours in a

workweek.

NOTE: Overtime is calculated based on time actually worked in a workweek. Time off for

meals, time spent commuting to and from the worksite, and approved time off will not be

considered time worked for the purpose of calculating overtime pay. *Employees are* 

prohibited from checking work-related emails, texts, voicemails, etc. while on approved

time off, unless in emergency situations or when authorized in advance by their

supervisor.

#### 1.05 Garnishments

If Gulf Shore Remedies receives an order to garnish wages from a court, the Internal Revenue Service, or other governmental agency, the employee will be notified of the receipt of the garnishment order and provided with information on the deduction schedule, amount, and contact information. Garnishments shall continue until Company receives notice from the court that the obligation has been met and payments are to cease.

#### 1.06 Work Schedules

Gulf Shore Remedies establishes the time and duration of working hours as required by workload, customer service need, the efficient management of personnel resources, and any applicable laws. Daily and weekly work schedules may be changed from time to time at the discretion of the Company as needed. The schedule of work hours and any unpaid meal period for employees is determined by the supervisor and changes in work schedules are announced as far in advance as practicable.

# 1.07 Lactation Accommodation Policy

Gulf Shore Remedies supports the legal right and necessity of employees who choose to express milk in the workplace. This policy is to establish guidelines for promoting a breastfeeding-friendly work environment and supporting lactating employees at our workplace for as long as they desire to express breastmilk.

Employees should speak with their direct supervisor or the Human Resources Director if they have a request for lactation accommodation and Gulf Shore Remedies will respond to the employee's request within five (5) business days.

Lactation Breaks shall be provided when an employee needs to express milk:

• The lactation break shall, if possible, run concurrent with the employee's meal and break periods.

• If the lactation break does not run concurrently with the employee's meal and rest break times or when additional time is necessary, the lactation break time may be unpaid.

<u>Lactation Space</u>. Gulf Shore Remedies will provide breastfeeding employees with space within the office, other than a bathroom, which is shielded from view and free from intrusion from co-workers and the public to express breastmilk. The room or location may include the place where the employee normally works if it otherwise meets the requirements of the lactation space.

The lactation space will:

Be safe, clean, and free of toxic or hazardous materials;

• Contain a place to sit, a surface to place a breast pump and personal items;

 Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations needed to operate an electric or batterypowered breast pump;

Have access to a sink with running water and a refrigerator suitable for storing
 milk (or another cooling device) in close proximity to employee work area;

• Multi-purpose rooms may be used as lactation space if they satisfy the requirements for space; however, use of the room for lactation takes priority over other uses, but only for the time it is being used for lactation purposes.

This policy expressly prohibits retaliation against lactating employees for exercising their rights. This includes those who request time to express breast milk at work and/or who lodge a complaint related to the right to lactation accommodations.

# 1.08 Separation From Employment

Voluntary separation from Gulf Shore Remedies occurs when an employee resigns. Employees are encouraged to give Gulf Shore Remedies at least two (2) weeks' notice of intent to resign in a written resignation letter stating the reason for leaving and the intended last day of work.

Final paychecks are processed in accordance with federal, state, and local regulations. When required by state law, separation information/notice form will be provided at that time, or if not possible, mailed to the employee's address of record.

Employees are required to return all property including, but not limited to uniforms, keys, tools, manuals, laptops, etc. when leaving employment. Determination of eligibility for unemployment insurance benefits will be determined solely by the State unemployment office based on wages and reason for separation of employment.

#### 1.09 EMPLOYEE RECORDS AND REFERENCES

Employees are required to notify their supervisor of any changes in personal status (e.g., marital status, number of dependents, beneficiaries, home address, and telephone number).

Gulf Shore Remedies uses a neutral reference policy. Employers or individuals seeking references about an employee or former employee will only be provided with the dates of service and position held. Requests for this information should be directed to the Human Resources Director, not a supervisor. No other employees are authorized to provide reference information. If someone seeks information about a prior employee's employment at Gulf Shore Remedies, you should refer them to the Human Resources Director.

# SECTION 2: EMPLOYMENT POLICIES – NO DISCRIMINATION/HARASSMENT

# 2.01 At-Will Employment

Employment with Gulf Shore Remedies is on an "at will" basis. Neither this handbook, nor any other Company policy or procedure, nor any written or oral policies or statements by any employee of the Company, including any management or supervisory employee, creates or is intended to create (a) a promise or representation of continued employment; (b) a guarantee of a particular job position, title, responsibilities, or particular level of compensation; or (c) an express or implied contract with regard to any particular length of employment, or the terms and conditions of employment, or any other matter.

All employees are employed "at-will" unless they have a written contract for employment signed by the CEO. Accordingly, and notwithstanding anything to the contrary that may be stated elsewhere in this handbook, an employee's employment relationship is for an indefinite period of time and can be terminated by either the employee or the Company at any time, with or without cause, and with or without notice. No supervisory or managerial personnel have the authority to change the employee's status as an "at will" employee.

# 2.02 Equal Employment Opportunity

Gulf Shore Remedies is an equal opportunity employer. It is Company policy that all employees have a right to work in an environment free of discrimination, which encompasses freedom from any form of harassment, as well as protection from retaliation for reporting or objecting to harassment/discrimination or participating in an investigation of reported incidents.

#### 2.03 Discrimination Prohibited

Gulf Shore Remedies provides equal opportunity to all employees and applicants for employment. No person is to be discriminated against in employment opportunities or practices on any basis protected by applicable federal, state, or local law including race, religion (including religious dress and religious grooming), ethnicity, color, ancestry, creed,

age, genetic information, disability (mental and physical, including HIV and AIDS), medical condition (cancer/genetic characteristics & information), national origin (including language use restrictions), sex (gender, gender identity, gender expression), sexual orientation, marital status, familial status, parental status, domestic partner status, citizenship status, pregnancy (including perceived pregnancy, childbirth, breastfeeding or related medical conditions), military caregiver status, military status, veteran status, or any other status protected by federal, state, or local law. The spirit and intent of this policy also applies to all of our professional and client relationships.

Any violation of this policy will not be tolerated and will result in appropriate disciplinary action, up to and including termination. If an employee believes someone has violated this policy, the employee should report it to any member of the management team. All reports will be promptly, thoroughly, and objectively investigated. Any form of retaliation against anyone for reporting perceived violations of this policy, pursuing any such claim, or cooperating in any way in the investigation of such claims is strictly prohibited.

# 2.04 Harassment Free Workplace

Gulf Shore Remedies is committed to a work environment free from unlawful harassment in which everyone is treated with respect and dignity while working, while on Gulf Shore Remedies premises, while traveling on Gulf Shore Remedies business, or at Gulf Shore Remedies social functions. Gulf Shore Remedies has zero tolerance for unlawful harassment.

Harassment is defined as unwelcome verbal, visual, written, or physical conduct that has the purpose or effect of creating an intimidating, offensive, oppressive, or hostile work environment, which unreasonably interferes with work performance. Harassment can be verbal (including slurs, jokes, insults, epithets, derogatory comments, threats, gestures, or teasing), graphic (including offensive posters, symbols, cartoons, drawings, computer displays, or e-mails), or physical conduct (including physically threatening another, blocking someone's way, etc.) that offends an individual because of any protected characteristic so as to affect their ability to perform the job, or otherwise interfere with and undermine their

personal sense of well-being. Comments or actions of this type, even if intended as a joking matter among friends, are always inappropriate in the workplace and will not be tolerated. Depending upon the totality of the circumstances, a single incident may violate this policy, even if it is not deemed to be unlawful. Because it is difficult to define unlawful harassment, employees are expected to behave in a professional and respectful manner at all times.

No supervisor or manager should participate in such behavior and must take immediate action to stop those who are known to be or suspected of being involved in such conduct. The supervisor must also contact and report the information to the Human Resources Director or General Counsel.

#### 2.05 Sexual Harassment

While prohibited harassment may be based on any characteristic protected by law, the issue of sexual harassment requires special attention. Sexual harassment can include all of the above actions, as well as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, and other verbal or physical conduct of a sexual nature. The Company prohibits any verbal, written, physical, or visual conduct of a sexual or gender-stereotypical nature that unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment. Sexually harassing or gender-based hostile conduct need not be motivated by sexual desire. Sexual harassment may be a single incident or a series of harassing acts. Inappropriate conduct that is sexually harassing in nature can involve individuals of the same or opposite sex, a supervisor (or manager) and subordinate, co-workers, an employee, or a non-employee (third party) such as a customer, contractor, vendor, or supplier.

Sexual harassment also includes harassment based on gender (including gender identity and gender preference), pregnancy, childbirth, or related medical conditions, transgender and sexual orientation (meaning one's heterosexuality, homosexuality, or bisexuality), and sex stereotyping. Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy.

"*Gender expression*" means a person's gender-related appearance or behavior, whether or not stereotypically associated with the person's sex at birth.

"*Gender identity*" means a person's identification as male, female, a gender different from the person's sex at birth, or transgender.

"Sex stereotype" means an assumption bout a person's appearance or behavior, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex.

Examples of conduct that violates this policy include, but are not limited to:

**Verbal harassment**: making requests for sexual favors, unwelcome sexual advances, engaging in sexually graphic or degrading sexual comments, derogatory jokes, comments or slurs about a person's body or negative stereotyping;

**Written harassment**: sending sexually suggestive, obscene, or offensive memoranda, letters, notes, emails, text messages, social media posts, or cards;

**Physical harassment**: making offensive physical contact, including hugging, touching, blocking movements, massaging, kissing, grabbing, pinching, patting, or brushing up against another person's body; or

**Visual harassment**: leering, making sexual gestures, displaying or distributing sexually suggestive content such as cartoons, drawings, pictures, posters, or internet websites.

**Abusive conduct**: repeated verbal abuse, derogatory remarks, insults, and epithets; verbal or physical conduct that is threatening, intimidating, or humiliating; or sabotaging or undermining an employee's work performance.

Gulf Shore Remedies encourages appropriate and collegial relationships among employees; however, employees must be sensitive to conduct that may be considered offensive by fellow employees and must refrain from engaging in such conduct. Conduct prohibited by this policy is also unacceptable in any setting outside of the workplace, such as during business

trips, business meetings or business-related social events regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor, or other third party.

# 2.06 Complaint Procedure

If you believe you have been discriminated against, harassed, or retaliated against, or you have witnessed another employee experience discrimination, harassment, or retaliation, you should immediately report the matter to any member of the management team. No employee will be required to complain directly to their immediate supervisor or any individual who has committed the alleged discrimination, harassment, or retaliation. If any supervisor at Gulf Shore Remedies becomes aware of, or encounters harassment, or is informed by any employee of possible misconduct or harassment, the supervisor is required to report this information to the CEO or the Human Resources Director immediately. Failure to do so will subject the supervisor or manager to discipline.

# 2.07 Investigation

When Gulf Shore Remedies receives a complaint of harassment (or other conduct prohibited by this policy), we will promptly and thoroughly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include a private interview with the person filing the complaint and with witnesses. We will also interview the person alleged to have committed harassment. When we have completed our investigation, we will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

Gulf Shore Remedies expects employees to cooperate in investigations by participating in interviews and answering questions to the best of their knowledge. Any attempt by an employee to impede or otherwise take steps to undermine the integrity of an investigation will be a violation of this policy.

# 2.08 Discipline

If the Company determines a violation of this policy occurs, it will undertake disciplinary action, up to and including possible termination, even when the conduct does not constitute a violation of any laws prohibiting harassment or discrimination. Under California law any employee who violates this policy may be personally liable for monetary damages, without regard to any liability on the part of the Company.

#### 2.09 Retaliation Prohibited

The term "retaliation" includes, but is not necessarily limited to, any adverse employment action, intimidation, or threats taken because an employee has engaged in protected conduct. Protected conduct under this policy includes, but is not limited to, reporting or complaining in good faith about any discrimination or harassment, or participating in good faith in an investigation about alleged discrimination or harassment.

It is a violation of policy for anyone to retaliate, threaten, or seek any type of reprisal against an individual who reports harassment or discrimination or who participates or cooperates in an investigation regarding harassment or discrimination. Persons engaging in any form of retaliation will be subject to disciplinary action, up to and including termination.

#### 2.10 Whistleblower Protections

The Company will not penalize/discriminate against an employee on the basis of their (i) reporting a believed violation of applicable law, (ii) objecting to a directive to violate applicable law, or (iii) refusing to violate applicable law. Employees will not be penalized for acting on any rights protected by law.

#### 2.11 Reasonable Accommodations of Religious Beliefs, Observances, and Practices

Gulf Shore Remedies will consider reasonable accommodations for employees who need an accommodation based on a sincerely held religious belief. Employees who believe they need such an accommodation should contact the Human Resources Director. Employees making

such requests for accommodation are protected from retaliation or discrimination, whether or not the request is granted.

# 2.12 Employees And Applicants with Disabilities

Gulf Shore Remedies is committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA"). Gulf Shore Remedies provides reasonable accommodations for employees and job applicants with disabilities to enable them to apply for positions and for employees to perform the essential functions of their jobs, unless it would result in an undue hardship for Gulf Shore Remedies, or such individuals pose a direct threat to the health and safety of themselves or others.

Employees should contact their manager and the Human Resources Director for accommodation requests. Gulf Shore Remedies will then engage in the interactive process with the employee (which may include the employee providing additional information).

#### SECTION 3: PERFORMANCE AND CONDUCT EXPECTATIONS

#### **CONDUCT POLICIES**

#### 3.01 Standards Of Conduct

We expect that you will adhere to all policies and practices, conduct yourself in a professional manner at all times, and exhibit the highest level of integrity in performing your job. It is important to maintain a positive work environment through good working relationships with our customers, visitors, and your coworkers. Any violation of these standards of conduct, other employment policies, or any inappropriate conduct whatsoever may result in immediate discipline up to and including termination.

The list below is not intended to be all-inclusive, but merely illustrates the various types of prohibited conduct.

#### 3.02 Attendance

- 1. Improper authorization, use or abuse of paid or unpaid leave.
- 2. Excessive absenteeism. Being absent without authorization, or repeated unauthorized late arrival or early departure from work. Failure to timely return to work from scheduled breaks.
- 3. Performing overtime work without authorization.
- 4. Failure to notify the supervisor of impending tardiness or absenteeism.
- 5. Failing to work assigned hours including overtime.
- 6. Failing to record time worked in an accurate and timely manner or falsification/tampering with time worked information/recordkeeping.
- 7. Failing to report to work on the first day following the expiration of a leave of absence.

8. Failing to report to work for three (3) consecutive shifts without notifying Gulf Shore Remedies.

9. Swapping work hours or days without permission.

10. Leaving work during work hours without giving notice to your manager.

# 3.03 Behavior

1. Insubordination: Failure to carry out a direct order from a manager or management, except where the employee or another person's safety may be jeopardized.

- 2. Engaging in a conflict-of-interest activity, including performing work for or sharing information with a competitor without the express permission of a member of senior management.
- 3. Conviction of a crime, including, but not limited to, conviction based on a plea of nolo contendere, or of a misdemeanor involving moral turpitude.
- 4. Violence, use of force, with or without weapons.
- 5. Knowingly falsifying, removing, or destroying information related to employment, payroll, or work-related records or reports.
- 6. Soliciting outside work for personal gain during business hours or participating in any off-duty employment that adversely affects the employee's performance of work for Gulf Shore Remedies.
- 7. Discourteous treatment of clients/customers, the public or other employees, including, but not limited to, the use of vulgar language, harassing, coercing, threatening, or intimidating others.
- 8. Violation or neglect of safety rules or failing to report a hazardous condition to a supervisor.

- 9. Unauthorized removal or use of any Company property or that of a customer.
- 10. Violation of the Equal Employment Opportunity policy or the policy against discrimination, harassment and retaliation as set out in this Handbook.
- 11. Carrying on any outside activities during working time or during any time, which would interfere with the work of other employees.
- 12. Eating or smoking in other than designated areas of the workplace.
- 13. Failing to maintain personal appearance standards as set forth by Gulf Shore Remedies.
- 14. Falsifying Company records, furnishing false or misleading information, dishonesty, or withholding any information on Company records or pursuant to any investigation by Gulf Shore Remedies or any government agency.
- 15. Theft, misappropriation, defacing or damaging of Gulf Shore Remedies or another's property, including cash or merchandise.
- 16. Using, possessing, or selling alcohol or drugs on Company property or during working time.
- 17. Tape recording any conversations of co-workers or supervisors without express permission of all parties to the conversation.
- 18. Divulging confidential Company information to others.
- 19. Leaving job during working hours without supervisor's notice/approval.
- 20. Refusing to cooperate with any investigation.
- 21. Engaging in any other behavior, at any time, whether at work or away from work, which reflects negatively on the Company products, services, or representatives.

#### 3.04 Performance

1. Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform assigned tasks or training, or failure to discharge duties in a prompt, competent and reasonable manner.

- 2. Refusal or inability to improve job performance in accordance with written or verbal direction after a reasonable trial period.
- 3. Reporting to work or being under the influence of alcohol or drugs while on duty or on Company property. Using, possessing, or selling alcohol or controlled substances on Company property or during working time.
- 4. Suspension of driver's license or lack of insurability where job duties require driving.
- 5. Careless, negligent, or improper use of Company property, equipment, or funds, including unauthorized removal, or use for private purposes, or use involving damage or unreasonable risk of damage to property.
- 6. Unauthorized release or possession of confidential information or business records.
- 7. Sleeping on the job.
- 8. Violating any employment policy or procedure detailed in handbook.

#### 3.05 Disciplinary Action

Although Gulf Shore Remedies employees are employed "at will", the best interest of the Company lies in ensuring fair treatment of all employees and in making certain that discipline is prompt, fair, and uniform.

Gulf Shore Remedies endorses a philosophy of disciplinary action in which it attempts to provide employees with notice of deficiencies and an opportunity to improve whenever

practical or reasonable. Employees' performance and conduct is evaluated on an ongoing

basis, with feedback provided when necessary. Informal discussions may be used to ensure

that employees know and follow rules and standards. These discussions should focus on

clarifying expectations, providing appropriate training and development and coaching

employees.

In some cases, formal discipline is necessary. Types of disciplinary action may include, but

are not limited to, verbal warnings, written warnings, unpaid administrative leave, and

termination of employment. Gulf Shore Remedies retains the right to administer discipline

in any manner it deems suitable and disciplinary action may not always occur in successively

more severe steps. Termination of employment may also occur at any time without any prior

warning or discipline having been taken. The absence of prior warnings/discipline does not

alter the employees' "at will" employment status.

3.06 Ethical Standards/Conflict of Interest

Gulf Shore Remedies has a reputation for conducting business activities with integrity,

fairness, and in accordance with the highest ethical standards. As an employee, you enjoy the

benefits of our reputation and are obligated to uphold our ethical standards in every

business activity.

Management reserves the right, however, to determine when an employee's activities

represent a conflict with our interests and to take whatever action is necessary to resolve

the situation, including termination of employment.

If you are ever in doubt whether (i) an activity meets our ethical standards, (ii) may be a

conflict of interest, or (iii) compromises Gulf Shore Remedies's reputation, please discuss it

with your supervisor immediately.

3.07 Dispute Resolution

Gulf Shore Remedies is committed to a work environment where all persons are treated with

respect and dignity.

If you have any issues or concerns, Gulf Shore Remedies encourages you to speak to your manager. If the issue or concern is with your manager, you should report your concerns to

your manager's supervisor or to the Human Resources Director.

If you have a complaint about discrimination, harassment, or retaliation, you should report your complaint to the CEO or the Human Resources Director.

3.08 Smoking/Tobacco Use

Gulf Shore Remedies provides a smoke-free environment. Smoking and tobacco use is permitted in designated areas, employees are only permitted to smoke during scheduled meal and break periods in that designated area(s). Employees using smoking areas should make reasonable efforts to prevent smoke in non-smoking areas (e.g., close doorways/ventilation systems). Smokers have a special obligation to keep outside smoking areas free of litter and to dispose of all smoking materials in proper receptacles.

3.09 Outside Employment (Moonlighting)

This policy applies to exempt and non-exempt full-time employees who may want to hold additional job(s) outside their employment with Gulf Shore Remedies.

Gulf Shore Remedies generally discourages additional outside employment. Gulf Shore Remedies defines a side job as paid, regular work (temporary or permanent) with specific job responsibilities. Freelancing and volunteer work does not qualify as a side job.

Gulf Shore Remedies asks that you organize your time properly so outside projects and activities do not interfere with your duties and responsibilities with Gulf Shore Remedies. However, if you choose to work a side job, you should be transparent as to prevent conflicts with duties and responsibilities of your role with Gulf Shore Remedies. As such, you should not:

Take up a job, project, or volunteer work with Gulf Shore Remedies competitors
or take up a job or project that could create a conflict of interest. For this reason,
we advise against working for or with Gulf Shore Remedies's clients, vendors, or

contractors outside your main job's purview. Starting a business that competes

with Gulf Shore Remedies is a conflict of interest if you continue working for Gulf

Shore Remedies while running your business.

• Take up a job, project, or volunteer work that is so demanding it interferes with

main job duties.

If you choose to work a side job, you must inform your manager to ensure you do not

inadvertently violate this policy. You do not need to tell your manager that you are working

at a friend or family business occasionally at various days and hours, freelancing, or

performing volunteer work. Please ensure that you will not need to work or volunteer during

your normal working hours for Gulf Shore Remedies.

Employees must not use company equipment, resources, or materials for outside activities.

Using or disclosing Gulf Shore Remedies confidential or proprietary information outside the

scope of your role with Gulf Shore Remedies is prohibited.

3.10 Confidential Information

All written documents and trade materials furnished to employees by Gulf Shore Remedies

remain the exclusive property of Gulf Shore Remedies. These materials include, but are not

limited to, samples, quotations, technical information, product literature, specifications,

trade secrets, business plans, customer lists, employee lists, price lists, accounting/financial

information, compensation and benefit information, or other confidential or proprietary

information of or about Gulf Shore Remedies. This includes confidential, technical or

commercial information or analysis that is not available to the general public.

Employees are expected to exercise care in the use of Company property. Negligence in the

care and unauthorized use of Company property or unauthorized removal or personal use

of Company property may be cause for discipline, up to and including termination.

Employees are expected to return all written documents and trade materials to Gulf Shore

Remedies and maintain the confidentiality of information gained about Gulf Shore Remedies

upon separation of employment, for any reason.

### 3.11 Company Electronic Systems

Gulf Shore Remedies provides employees with information and technology tools (including internet access) ("Technology"). Technology includes Company-provided computers, laptops, office phones, voicemail systems, mobile phones, personal digital assistants (PDAs), mobile hotspots, electronic information storage (like hard drives or thumb drives), online information storage ("the cloud"), email accounts, and other digital or electronic means and devices of storing, sending, receiving, or accessing data provided by the Company. Employees are expected to exercise care in using and securing the Technology.

In the event that Technology is lost or stolen, you are required to report the loss/theft to the Human Resources Director immediately in order to protect Company information and property.

# 3.12 Business Use Only

The use of Gulf Shore Remedies Technology is limited solely to appropriate business use. Employees are not allowed to use the Technology for their personal benefit. Employees are strictly forbidden from installing software on the Technology unless previously approved by the IT Department.

Employees may not use the Technology to view, download, post, tweet, or forward any obscene, offensive, threatening, or other material that would violate Gulf Shore Remedies policies and procedures, including but not limited to its ethics policy, its policies regarding confidential information, its policies against harassment, discrimination, retaliation, or its violence free work environment policy. Gulf Shore Remedies prohibits the transmission, whether by telephone, facsimile (fax) machine, text message, emails, or otherwise, of any communications which may be libelous, offensive, harassing, illegal, derogatory, discriminatory, or considered to be otherwise inappropriate by its management. Foul, inappropriate or offensive messages such as racial, sexual, or religious slurs or jokes are prohibited. Sexually explicit messages or images, cartoons or jokes are prohibited.

# 3.13 No Expectation of Privacy

You have no reasonable expectation of privacy with respect to any use of the Technology, whether or not you have private access or an entry code in the Technology. Gulf Shore Remedies reserves the right to monitor the use of the Technology.

Specifically, all email and facsimiles are subject to the right of Gulf Shore Remedies to monitor, access, read, disclose and use such email without prior notice to the originators and recipients of such email. Email and facsimiles may be monitored and read by authorized personnel for the Company for any violations of law, breaches of policies, harmful communications, or for any other reason. All information and messages that are created, sent, received or stored on the Company's email system or via fax are the sole property of Gulf Shore Remedies.

The Company may record any or all conversations. While a Company representative would not listen to a call of a personal nature, please know that there is no privacy when using business phones for personal calls.

Desks, cabinets, and other furnishings provided by the Company remain the sole property of the Company. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the Company at any time, either with or without prior notice.

Gulf Shore Remedies likewise wishes to discourage theft or unauthorized possession of the property of employees, the Company, visitors, and customers. To facilitate enforcement of this policy, a Company representative may inspect not only such office furnishings but also persons entering and/or leaving the premises and any packages or other belongings.

#### 3.14 Security and Crime Prevention Measures

In order to provide a secure, safe and healthy work environment for employees, Gulf Shore Remedies periodically provides information to employees about workplace safety, health, and security issues through regular internal communication means such as meetings, memos or other written communications.

Employees must comply with all security systems, processes and policies implemented by

Gulf Shore Remedies. Key card access to the office should be limited to employees and

approved guests. Technology applications and Gulf Shore Remedies email are to only to be

used by authorized persons. You will be issued and must maintain a password in order to

use Gulf Shore Remedies's Technology. Employees shall not disclose their codes or

passwords to others and may not use someone else's code or password without express

written authorization from the Company.

Employees are discouraged from bringing large amounts of cash or other personal valuables

to work unless absolutely necessary. Gulf Shore Remedies is not responsible for employees'

personal items that are lost or stolen.

Employees should feel free to report, without fear of retaliation, any condition which they

believe poses a safety, health or security risk in the workplace. Gulf Shore Remedies will

investigate such reports promptly and thoroughly and take appropriate corrective action.

Further, any comments or jokes regarding threats of violence will be taken seriously and

dealt with appropriately and promptly.

**Facility Access:** 

All regular Gulf Shore Remedies employees will be issued a key to gain access to Company

facilities. Employees who are issued keys are responsible for their safekeeping. All lost or

stolen keys must be reported to your supervisor as soon as possible.

Upon separation from the Company, and at any other time upon request, all keys must be

returned to your supervisor.

**Closing Procedures:** 

The last employee, or a designated employee, who leaves the office at the end of the business

day assumes the responsibility to ensure that: all doors are securely locked; the alarm

system is armed; thermostats are set on appropriate evening and/or weekend setting; and

all appliances and lights are turned off with the exception of the lights normally left on for

security purposes.

Employees are not permitted on company property after hours without prior written authorization from management.

Below is a list of crime prevention techniques:

# 1. Target Hardening

- a. Making your property harder for an offender to access.
- b. Using strong locks on your doors and windows.
- c. Using secure passwords to prevent criminals hacking your online account.

#### 2. Target Removal

- a. Ensuring that a potential target is out of view.
  - i. Not leaving items on view through your windows i.e. laptops, phones, keys, and bags.
  - ii. Being cautious about what you post online as it may be used to identify or locate you offline.

#### 3. Access Control

- a. Looking at measure that will control access to a location, a parson or object.
- b. Using digital access cards as well as audio and visual surveillance to monitor and control visitors, employees, etc.
- c. Ensuring that fencing, hedges, walls and other boundary treatments are in good state of repair.

#### 4. Environmental Change

- a. Ensuring the property and wider community looks cared for.
- b. Ensuring that graffiti and domestic/commercial waste is cleared up.
- c. Reporting issues with trash or broken street lights to the relevant authority.
- d. Working with the police and local authority to close a footpah.

#### **3.15 Safety**

Gulf Shore Remedies is committed to providing a clean, safe, and healthful work environment for its employees. Maintaining a safe work environment, however, requires the continuous cooperation of all employees. Gulf Shore Remedies and all employees must comply with all

occupational safety and health standards and regulations established by the Occupational Safety and Health Act and state and local regulations.

Gulf Shore Remedies' Employee Safety Plan 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. Gulf Shore Remedies will also follow mandatory standards for general industry and any other applicable standards, as well as any guidance specific to the cannabis industry. 29 CFR 1910. Gulf Shore Remedies will comply with standards for recording and reporting occupational injuries and illnesses. 29 CFR 1904. 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.

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. Gulf Shore Remedies will cooperate with all reasonable OSHA and EPA inspections and compliance reviews. Gulf Shore Remedies will provide training and materials explaining the applicable standards and guidelines for all employees during the initial getting acquainted 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. Employees will undergo training on how to maintain OSHA safety protocols while on premises, such as: wearing 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. Gulf Shore Remedies will use the HACCP system throughout all stages of production to avoid dangerous work environments throughout the processing 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.

Next, Gulf Shore Remedies will provide gloves, coveralls, and respirators for use in conjunction with hazardous and potentially health-afflicting materials. Gulf Shore Remedies will also require PPE be used when participating with certain aspects of infusion. To ensure worker and consumer safety, Gulf Shore Remedies 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. Gulf Shore Remedies will require employees to wear slip-resistant shoes within production areas.

Gulf Shore Remedies 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.

Gulf Shore Remedies will also keep Emergency Kits in marked locations throughout the facility for quick access in an employee safety emergency. Employees 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 overthe-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.

In addition, all employees are expected to obey safety rules and exercise caution and common sense in all work activities.

## 3.16 Reporting Accidents/Injuries

If there is an accident and/or an employee is injured on the job, he/she must report the injury immediately to his or her supervisor, no matter how insignificant the accident or injury may appear. This reporting is necessary to comply with Company policy and, as applicable, federal, and state laws and to initiate insurance and Workers' Compensation benefits should the benefits be needed immediately or in the future.

It is the responsibility of the employee's supervisor to ensure that the appropriate accident/injury reporting forms are completed and submitted to the Human Resources Director so that Gulf Shore Remedies's insurance carriers (including worker's

compensation) can be notified within twenty-four (24) hours of the accident. Gulf Shore Remedies may require employees involved in an accident to undergo drug testing within four (4) hours of the accident (to the extent physically able to do so).

Workers' Compensation insurance is provided to all employees in accordance with applicable state laws. Because each state or jurisdiction has its own workers' compensation laws, these laws dictate the amount of benefits an employee can receive and for how long the employee can receive them. Employees who become unable to work because of a work-related illness or injury must inform their supervisor as soon as possible. Employees who miss work due to a work-related illness or injury may be compensated for lost wages depending upon applicable law. Time off work resulting from a workplace injury may fall under the criteria for Family and Medical Leave Act under that law. If so, the employee will be expected to comply with the terms of Family and Medical Leave Act or other Company leave policies & procedures.

Throughout the course of treatment and recovery, employees are expected to maintain timely communication regarding scheduled medical treatment, and work status updates from medical providers.

Workers' Compensation benefits are for those injured on the job. If an employee is aware of anyone abusing the Workers' Compensation, a supervisor should be notified immediately. Gulf Shore Remedies reserves the right to prosecute in case of abuse in collecting Workers' Compensation benefits.

#### 3.17 Violence Free Work Environment

Gulf Shore Remedies promotes a safe work environment for all employees and does not tolerate any type of violent behavior committed by or against employees. All employees are expected to conduct themselves in a professional manner.

Threatening or violent behavior committed by anyone against employees, vendors, or clients during work or off-duty hours will not be tolerated. Such behavior may include but is not limited to the following:

1. Physical injury to another person;

2. Threats;

3. Behavior that creates a reasonable fear of injury in another person;

4. Intentionally causing damage to employer property or property of another

employee; and

5. Committing acts motivated by, or related to, sexual harassment or domestic

violence.

Statements or gestures which in any way suggest that the employee may engage in violent

conduct will be taken seriously by management and responded to appropriately.

Employees have a responsibility to report any potentially dangerous situations or

unauthorized individuals on Gulf Shore Remedies premises to management immediately.

Reports of statements or behavior which may violate this policy will be investigated

promptly and in as confidential a manner as possible. An employee suspected of violent

behavior may be placed on leave during an investigation until a course of action is

determined.

Incidents involving violent behavior by an employee may warrant disciplinary action up to

and including termination of employment.

3.18 Drugs And Alcohol Policy

Employees are prohibited from reporting to work or being at work while under the influence

of intoxicants, controlled substances, or alcohol. Employees are prohibited from consuming

any alcoholic beverages while working.

While on Gulf Shore Remedies property or while performing Gulf Shore Remedies business

off premises, employees may not possess, use, manufacture, distribute, sell or dispense of

illegal drugs, alcohol, or controlled substances other than those lawfully prescribed and

properly used by the employee, or have such drugs in their system in any measurable

quantity. The unlawful use, possession, manufacture, distribution, sale, or dispensation of illegal drugs is also prohibited during nonworking time to the extent that it violates laws or adversely affects the reputation of Gulf Shore Remedies.

Employees who use legally prescribed drugs during work and have any reason to expect that such use may affect their ability to safely perform work, must report this to their supervisor and the Human Resources Director.

Pursuant to this policy, Gulf Shore Remedies may administer the following tests:

- Post-Offer/Pre-Employment Testing: As a pre-qualification to assuming any position, employees who have received an offer of employment may be required to provide a body substance sample for drug testing.
- Post-Accident Testing: An employee who is involved in an incident or accident that injures the employee or any other person, or damages Gulf Shore Remedies property, while on duty, may be required to provide a body substance sample for drug testing and may be required to be tested for alcohol use if there is a basis for management to suspect that alcohol may have been a factor. An employee who is believed to be responsible for causing an accident may also be asked to provide a body substance sample. If directed, any employee involved in an accident must submit to a post-accident test within four (4) hours after the accident, unless physically unable.
- Reasonable Suspicion Testing: This test may be required if significant and observable changes in employee performance, appearance, behavior, speech, etc. provide reasonable suspicion of his/her being under the influence of drugs and/or alcohol, or otherwise in violation of this policy, as determined by management.
- <u>Periodic or Random Testing</u>: Employees may be subject to periodic and/or random drug testing.

Employees who are injured on the job are required to undergo a drug and alcohol test. Workers' Compensation and Unemployment Compensation will not be awarded to an employee who is injured or terminated as a result of the use of illegal drugs.

Any employee who refuses to submit to a drug test, failing a test, refusing to execute the consent forms and paperwork, or attempting to adulterate a specimen will be immediately terminated. An employee who refuses to submit to or cooperate with a test after an on-the-job accident or injury may forfeit his or her right to recover Workers' Compensation benefits and will be immediately terminated.

### 3.19 Social Media Policy

This policy covers use of various social media platforms and programs, including but not limited to blogs, Twitter, LinkedIn, Facebook, MySpace, and product or service review sites like CitySearch, Yelp, etc.

We understand that some employees may maintain social media sites or profiles or may contribute posts to the sites or profiles of other people, businesses, or groups. It is important to understand that posts, images, tweets, and messages and e-mail can be re-sent around the world. Even if you take precautions to restrict access to your site, posts, or profile, it is possible that someone—perhaps even someone who is permitted to view the site—can copy it and use it in a way you did not intend. To protect Gulf Shore Remedies interests, we expect that employees who maintain or contribute to social media sites will abide by the following guidelines, as well as practice common sense.

- Gulf Shore Remedies Information and Electronic Systems, including computers and internet access, are not to be used for social media, including updating your personal website or profile, unless you have received prior authorization from your immediate supervisor.
- When discussing your work on a social media website, whether at home, work
  or otherwise, you must abide at all times with all legal and ethical
  requirements, as well as Gulf Shore Remedies policies found in this handbook,

including without limitation our policies prohibiting discrimination, harassment, and retaliation.

- You may not disclose via social media any of Gulf Shore Remedies confidential or trade secret information, including without limitation information about our products, services, customers, employees, and vendors that you learn in the course of your employment.
- Only Gulf Shore Remedies officers may represent the Company or authorize a third party to represent it as Gulf Shore Remedies There can be no other "official" Gulf Shore Remedies sites, pages, or channels on You Tube, Twitter Facebook, etc., unless authorized by Gulf Shore Remedies officers.
- Recognize that the Company may address as a disciplinary issue any language that you post in a blog or on a social media site that reflects negatively on your work ethic or your level of commitment to and compassion for our customers.

Finally, when using social media, you must be respectful. You may not post discriminatory, defamatory, libelous or slanderous comments when discussing Gulf Shore Remedies, its officers, your supervisors or co-workers, our customers or our competitors on any social media. You should not use social media as a vehicle for personal attacks. Social media postings by you that reflect negatively on Gulf Shore Remedies, its employees, vendors, or customers, or that otherwise violate any provision of this policy may result in discipline up to and including termination from employment.

Nothing in this policy is intended to prohibit any employees from engaging in communication with other Gulf Shore Remedies employees about working conditions or issues. Nothing in this policy is intended to prohibit employees from engaging in protected concerted activities or making protected statements and reports to the proper internal and external authorities.

#### HANDBOOK ACKNOWLEDGEMENT & RECEIPT

I have read and understand the information contained in this Handbook, including, but not limited to the policies regarding Equal Employment Opportunity and prohibiting discrimination, harassment, and retaliation. I understand how to report any suspected violation of those policies. I understand that Gulf Shore Remedies will not tolerate any reprisal for reporting the same. Pursuant to the policies in this Handbook (including but not limited to the Company's policies on workplace safety, security and use of Company Technology), I understand that Gulf Shore Remedies reserves the right to inspect its property, including inspecting and monitoring use of Company Technology (Including email and telephone systems). I further agree that I may be expected to undergo drug and alcohol testing as detailed in this Handbook.

I understand and agree that my employment is "at will" and may be terminated by Gulf Shore Remedies at any time, with or without cause, and with or without notice, at the option of either Gulf Shore Remedies or myself. I further agree that the "at will" employment relationship cannot be amended, modified, or altered in any way except by written agreement with Gulf Shore Remedies's CEO. I also understand and agree that Gulf Shore Remedies retains the right to demote, transfer, change my job duties, and change my compensation, benefits, hours, location, and other terms and conditions of employment at any time with or without notice and with or without cause in its sole discretion. I understand that the information contained in this handbook is not all-inclusive. It is a general summary of the Company's policies and procedures. The Company reserves the right, in its discretion, to amend, reduce, or terminate any policies or benefits contained within this Handbook, or policies or benefits otherwise administered at any time for active employees, former employees, retirees, and their dependents. I understand that the policies contained in the Handbook are not an express or implied contract of employment, nor are they an express or implied agreement to continue the benefits described in this Handbook or existing at the time that I am hired.

I hereby acknowledge receipt of the Gul	lf Shore Remedies' Employee Handbook. I have
thoroughly read and understand the policies a	and rules set forth in the Gulf Shore Remedies's
Employee Handbook and agree to abide by the	em.
Employee Signature	Date
	<u> </u>
Printed Name	Last 4 of SSN

# Exhibit 22 - Quality Control and Quality Assurance Plan

#### Verification

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

Tynes Stringfellow	Tynes Stringfellow CEO
Printed Name of Verifying Individual	Title of Verifying Individual
	12/14/2022   7:37 AM PST
Signature of Verifying Individual	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 and 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 ("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. After performing this, 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 and improve on the PDCA cycle to assess and improve our QA/QC plan and associated SOPs. All changes and revisions made during reviews will be implemented into our written SOPs and forwarded to all appropriate parties.

#### *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. 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, and perform the testing for every batch cultivated.

#### Manufacturing QA/QC and Audits

The Director of QA and QC will conduct weekly QA/QC inspections of our processes to identify problems, inadequacies, or gaps in any SOPs. Our CCO and Director of QA and QC both have extensive experience in compliance and quality concerns across numerous industries, including cannabis. As an extra measure of protection for our staff, consumers, and the public, the Director of QA and QC will conduct cultivation and manufacturing line audits periodically throughout daily activities and during startup and shutdown operations. 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 document our best practices in SOPs, which we will generate prior to commencing business. 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 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.

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. Compliant procedures and regular inspections will guarantee that, if contaminates or pests are present within the facility, they are observed and addressed as quickly as possible.

#### Facility Sanitation Generally

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.

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. 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. 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 a source of 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") tactics.

#### Good Agricultural & Collection Practices

We will establish practices using the WHO Guidelines on good agricultural and collection practices for medicinal plants. The WHO guidelines for GACP were developed under the overall context of quality assurance and control, providing 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.

We will create and implement strict personal hygiene procedures for all individuals at our facility who may work in direct contact with cannabis. 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.

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. 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 require all employees to wash hands thoroughly before starting each shift, before handling cannabis, and anytime hands become contaminated or soiled. When employees wash 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. Signs with instructions for proper hand washing 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")* 

Leading our Good Manufacturing Practices effort will be our Director of QA and QC. Our Director of QA and QC is a cannabis microbiology scientist and researcher with nearly a decade of experience. They will work collaboratively with other staff to ensure our extensive operational standards comply with all current AMCC and GMP principles.

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. For example, we will conduct comprehensive hazard analysis with adherence to the Hazard Analysis and Critical Control Point ("HACCP") system. 21 C.F.R. §117.130. We understand these standards are constantly evolving and will continuously implement 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, such as storing cannabis in a way that prevents the growth of undesirable microorganisms in humidity- and temperature-controlled rooms.

#### 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® suit, nitrile gloves, safety glasses, shoe covers, hair net, and a beard net (if applicable) before entering a cultivation area. Staff will perform visual PPE inspections on themselves and others before undertaking any cultivation activities.

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 depending on the process. 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. 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. PPE available on site 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, or other infections materials exist.
Head Protection (e.g., hard hats)	Where danger of falling objects exists.
Eye Protection (e.g., goggles or glasses)	Where risk of eye injuries exists.
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, 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.

#### **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 and 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 only work with testing laboratories that comply with all Laboratory Standards outlined by the AMCC. Ala. Admin Code. r. 538-x-10-.05.

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 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.

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.

#### 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.

We will purchase the Shimadzu i-Series High Performance Liquid Chromatograph ("HPLC") equipment to analyze products for potency and contaminants such as molds, insects, and 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. 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.

#### 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 product 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, and 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 products 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 include any additional information deemed relevant by the AMCC.

Whenever a sample fails any testing, the Director of QA and 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 management team 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 and QC will work with management to revise relevant SOPs and avoid similar issues in the future.

# 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.

Tynes Stringfellow	Tynes Stringfellow CEO
Printed Name of Verifying Individual	Title of Verifying Individual
	12/14/2022   7:37 AM PST
Signature of Verifying Individual	Verification Date

#### Introduction

We designed this plan in alignment with industry best standards, good agricultural practices, and regulatory compliance, with a focus on safety. 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 internal 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. We will accept feedback on our safety procedures from the Alabama Law Enforcement Agency ("ALEA") and the AMCC.

#### 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 the 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 Cultivation Manager will alert the Quality Control and Assurance Manager and the Head of Inventory and Packaging, who will notify the AMCC within 24 hours.

#### 23.2 Factors for Recall

We will log all in-house 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 product standards, we will process, package, label, or sell that product, as notated in the statewide seed-to-sale tracking system and communicated via 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 destroy and dispose 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"), Quality Control and Assurance Manager, and Head of Inventory and Packaging 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, CEO, Quality Control and Assurance Manager, Head of Inventory and Packaging, and certified dispensers. The recall committee is 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 products and provide related documentation.

The Quality Control and Assurance Manager and Head of Inventory and Packaging will oversee recall procedures. They will preside over the collection and record of our recalled products. Although Quality Assurance ("QA") and Quality Control ("QC") departments 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 CEO will monitor our systems for complaints, review each report, and determine the necessary next steps. They will work with the CCO, DOS, Quality Control and Assurance Manager, and Head of Inventory and Packaging 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. Our Quality Control and Assurance Manager will oversee and implement all safety standards. 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. Our managerial team will regularly audit our facility to confirm safety practices are sufficient and adhered to by all staff.

#### 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 Quality Control and Assurance Manager and Head of Inventory and Packaging as the main points of contact. After going through and confirming the chain of custody and affected products, we will offer to provide reimbursement for recalled products 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 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. We will utilize the state-of-the-art waste management service Waste Pro in order to handle the disposal of any contaminated cannabis products.

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 Quality Control and Assurance Manager and Head of Inventory and Packaging 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 is a former deputy and has developed proactive relationships with local authorities, including the police department and mayor, and will contact them directly in the event of a recall, in addition to contacting other community leaders that can help get the word out. 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 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 by 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. Medical cannabis products will be made available for safe dispersal from this facility 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 Quality Control and Assurance Manager and Head of Inventory and Packaging will work with the CEO 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 and Advertising Plan

#### Verification

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

Tynes Stringfellow	Tynes Stringfellow CEO
Printed Name of Verifying Individual	Title of Verifying Individual
	12/14/2022   7:37 AM PST
Signature of Verifying Individual	Verification Date

24.1 – Any proposed logos, branding, messaging, or other marketing or advertising communications, providing exemplars of any specific advertisements.

Below is our proposed logo. We will not be conducting any business-to-patient marketing, advertising, or messaging. Any sales communications that our company engages in will be limited to licensed medical cannabis processors or integrated licensees.

**Proposed Logo** 



24.2 - Any specific media outlets or platforms where the marketing or advertising campaigns or programs will be utilized.

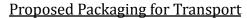
While we will be hiring a Head of Marketing, we will not be advertising with any media outlets or third parties.

24.3 - The identity of any media outlet or third-party individual or entity who is projected to play 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.

While we will be hiring a Head of Marketing, there are not media outlets to identify as we will not be advertising on any media outlets.

24.4 - Virtual renderings of all packaging to be provided by the Applicant, demonstrating the size, color, logo, artwork, or statements appearing on the packaging, as well as all child-resistant, tamper-evident, or other safety features, demonstrating conformity with the Act and the AMCC Rules.

Below is our transport packaging which we will be used for sealing all extractable cannabis biomass inside of when it needs to be transported to an independent processor or integrated facility for processing.





24.5 - Exemplars of all proposed labeling, including labels on packaging, on containers and any inserts to be included in any packages, demonstrating conformity with the Act and the AMCC Rules.

We have identified the need for only one type of label which will be placed on every batch of medical cannabis for transport. This will allow the transporter and the end processor or integrated facility to see all of the critical information contained within each package including potency, testing compliance, harvest date, packaging date, and the state seed-to-sale tracking information accessed by scanning the QR code.

#### **Proposed Label**



# Exhibit 25 - Website and Social Media

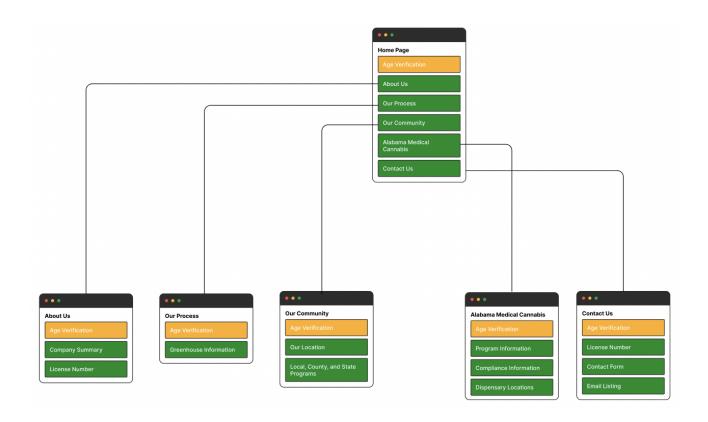
#### Verification

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

Tynes Stringfellow	Tynes Stringfellow CEO
Printed Name of Verifying Individual	Title of Verifying Individual
	12/14/2022   7:37 AM PST
Signature of Verifying Individual	Verification Date

#### 25.1 - A complete site map of each website owned or operated by the Applicant.

Below is a site map of our proposed website.



## 25.2 - The web address of each webpage, social media page, or other online site owned or operated by the Applicant.

We currently do not have a live website. We will not have any social media pages.

#### **REDACTED COPY**

The applicant has secured a Letter of Intent from the Insurance required by the Alabama Medical Cannabis Commission. Members of Gulf Shore Remedies, LLC have been involved in the medical cannabis industry in several other states and have never had issues obtaining insurance at the levels required by the AMCC. Below is an email exchange with the commission on October 4<sup>th</sup> verifying that a Letter of Intent is sufficient to fulfill the requirements of this section.

Is this insurance required to be acquired before the submission on December 30?

The AMCC rules require applicants to show the ability to maintain such minimum levels of coverage. At the time of application, this may be evidenced by a letter of intent or other guarantee of coverage contingent upon licensure.

## Ala Code § 36-12-40 (Competitively Sensitive Information)

Ala Code § 36-12-40 (Competitively Sensitive Information

Cannabis Segment Leade

Subject: Intent to Provide Insurance for Gulf Shore Remedies, LLC

I, an meet the minimum requirements of insurance for General Liability, Auto Liability, Workers' Compensation and Property for Gulf Shore Remedies, LLC. We can cover the minimum per occurrence and annual aggregate limits required by Alabama, as follows (\$2,000,000 in Casualty and Liability coverage - Product Liability - Property Liability - General Liability - Workers Compensation - Cyber Security (optional)

- 1. **Liability/Umbrella Insurance** will be made effective upon issuance of a contract, with minimum aggregate policy limits in an amount not less than \$2,000,000, to comply with the requirements set forth in the terms of the contract
- 2. **Worker's Compensation** Insurance to comply with contractual requirements of Employer's Liability coverage with limits of \$1,000,000 for each accident and \$1,000,000 for disease of each employee, and a \$1,000,000 disease policy limit.
- 3. **Commercial Auto Liability** covering all vehicles used by the Contractor in connection with this Agreement with a combined single limit of \$5,000,000 for injury or death of one or more persons or damage to or destruction of property as a result of each accident.
- 4. **Property** coverage for any property in connection with this agreement with limits of \$2,000,000 or to comply with the requirements set forth in the terms of the contract
- 5. **Professional Liability or Errors and Omissions Liability** for Claims/Losses arising out of the Work, with a policy limit of \$2,000,000, both per claim and in the aggregate.
- 6. **Product Liability** insurance on manufacturers or sellers of goods to compensate buyers, users and even bystanders for damages or injuries suffered because of defects in goods purchased with policy limit of \$2,000,000 or to comply with the requirements set forth in the terms of the contract

As applicable, any other insurance required by Applicable Law or as Company may, in its discretion, determine to be necessary, as set forth in the applicable Work Release.

We have evaluated our client's risk and have determined that they can receive the minimum of any contractual requirements that has been set forth with carriers who carry a minimum AM Best Rating of A VII.

### Ala Code § 36-12-40 (Competitively Sensitive Information)

formstack sign Document Completion Certificate Ala Code § 36-12-40 (Competitively Sensitive Information)

### **REDACTED COPY**

December

, 2022

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

Re:

Applicability of FORM I to Gulf Shore Remedies, LLC (the "Company")

To Whom It May Concern:

No entity possesses an ownership interest in the Company. All of the owners of the Company are individuals. As such, this exhibit is not applicable to the Company.

Gulf Shore Remedies, LLC

Ala. Code § 36-12-40 (Personally Identifiable Information)

Date Signed:

12.23.22

2

### REDACTED COPY

#### FORM K: Affidavit of Entity Applicant for Alabama Medical Cannabis License

Ma. Code § 36	)
	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: Gulf Shore Remedies, LLC
	2. NAME OF AFFIANT:
	3. AFFIANT'S POSITION WITH APPLICANT: COO
	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
	O Dispensary O Integrated Facility O State Testing Laboratory
	6. On behalf of the Applicant, I do hereby affirm under oath as follows:
a Code § 36-12-40	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.  [Personally Identifiable Information] INITIAL HERE
Code § 36-12-40	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.)  (Personally Identifiable Information)  (NITIAL HERE
Code § 36-12-40	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.  [Personally Gentifiable Information]  [Personally Gentifiable Information]
	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

Form K: Affidavit of Entity Applicant for Alabama Medical Cannabis License Page 2

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.

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

NITIAL HERE

- f. Applicant understands, acknowledges, and will continue to respect and comply with AMCC Rules regarding limited communication during the Application process.

  INITIAL HERE
- g. Applicant consents to all background checks, examinations, inspections, and search and seizure by AMCC and law enforcement personnel during this Application process and afterward, to the extent a license is awarded.
  Introduction Internation Inte

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.

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- 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.
- 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.

INITIAL HERE

la. Code § 36-12-40 (Personally Identifiable Information

Signature of Affiant
Acting for and on behalf of:

Gulf Shore Remedies, LLC

Applicapt

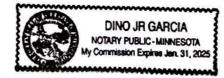
Sworn to and subscribed before me on this\_

20

**Notary Public** 

My Commission Expires:

[SEAL]



#### FORM K: Affidavit of Entity Applicant for Alabama Medical Cannabis License

and. Code y 50-12-40 (i crsoniany ide)	) ) )		
	ersigned notary, did appear th h as follows ( <i>please type or prin</i>	ne Affiant, who after being by me fint legibly):	irst duly sworn,
1. NAME OF ENTI	TY APPLYING FOR LICENSE:	iulf Shore Remedies, LLC	
2. NAME OF AFFIA			COLUMN CO
3. AFFIANT'S POS	ITION WITH APPLICANT:	360	
4. AFFIANT IS TH	E APPLICANT'S (Check One):	Responsible Party (The affidavit of BOTH indivi	Contact Person
5. TYPE OF LICEN	SE BEING SOUGHT BY APPLICA	ANT (Check One):	
© Cult	ivator Processor	Secure Transpo	rter
Disp	ensary O Integrated I	Facility State Testing La	aboratory
6. On behalf of the	Applicant, I do hereby affirm	under oath as follows:	
	dersigned Affiant named in pa competent to provide this Af NITIAL HERE	aragraph 2 above, am an adult, ove fidavit.	er the age of 19
identifie	d in paragraph 1 above (hereir	pove, I have been duly authorized by nafter, "Applicant") to provide this A S's written authorization to this A	Affidavit.
document license of nor the A	nts or other exhibits accompa of the type specified in paragra	nis Affidavit and the statements, in anying it, are for the purpose of so aph 5 above, on behalf of the Appli nt Alabama Medical Cannabis licen	eeking one (1) icant. Neither I
d. That all Applicat investiga	NITIAL HERE statements, information, do ion are true and correct, base ation by me. To the extent an	ocuments and other exhibits pro d on my own personal knowledge ny information provided therein v ity to affirm, I have personally comn	and a diligent was heretofore
		vho have such personal knowledge	

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 are inclination; and other applicable are inclination; and the AMCC Rules and Alabama law.

**NITIAL 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.

INITIAL HERE

f. Applicant understands, acknowledges, and will continue to respect and comply with

**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 to the extent a license is awarded.

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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

**INITIAL HERE** 

i. I and the Applicant will at all times, to the best of our ability, comply with the AMCC Rules, and cooperate and maintain transparency with the AMCC, its staff and other agents.

INITIAL HERE

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.

INITIAL HERE

Ala. Code § 36-12-40 (Personally Identifiable Information

Signature of Affiant Acting for and on behalf of:

Gulf Shore Remedies, LLC

Applicant

Sworn to and subscribed before me on this

day of December

2022

TONYA WEST Notary Public Alabama State at Large

**Notary Public** 

My Commission Expires: March 3/2026

[SEAL]

My Commission Expires March 31, 2026