



Review

**Selected Account: Samson Growth LLC**

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

Your reference code is **1664**.

File Date : **12/30/2022 2:17 PM**

Your transaction ID is : **89099160**

Transaction Token: **e8cdb756-7bce-455f-9ada-2bbf0d7a15af**

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

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

## Request for Business Application Information

✓ Request Number: 0329

## General Applicant Information

✓ Applicant Name: Samson Growth, LLC

✓ Applying as: Business Entity

✓ Trade Name (DBAs) : Wiregrass Brands

✓ Identification Number Type : FEIN

✓ Federal Tax Identification Number : 920350316

✓ Business Entity Name : Samson Growth, LLC

✓ Business Entity Type : Limited Liability Company

✓ Secretary of State Entity ID Number : 001039899

✓ Federal Business Code No : 115112

✓ Date of Qualification, Organization or Incorporation: 09/14/2022

## Applicant Street Address

✓ Street: 631 TRAVELERS REST RD

Unit No / Apt No:

✓ City: SAMSON

✓ County: 31-Geneva

✓ State: Alabama

✓ Zip Code: 36477

✓ Address Verified?: Yes

## Applicant Mailing Address

✓ Street: 631 TRAVELERS REST RD

Unit No / Apt No:

✓ City: SAMSON

✓ State: Alabama

✓ Zip Code: 36477

✓ Address Verified?: Yes

✓ Applicant Website : www.wiregrassbrands.com

✓ Applicant Email Address : phil.ollendike@samsonextracts.com

Alabama Code §36-12-40 (PII)

✓ Do you have a management service agreement in place?:

No

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

## Primary Contact Person

✓ First Name: Kyle

✓ Last Name: Neathery

✓ Title: Chief Executive Officer

Alabama Code §36-12-40 (PII)

✓ Email: kyle.neathery@samsonextracts.com

✓ Street: 631 TRAVELERS REST RD

Unit No / Apt No:

✓ City: SAMSON

✓ State: Alabama

✓ Zip Code: 36477

✓ Address Verified?: Yes

## License Information

✓ License Type: Integrated Facility

## Facility Information

## Facility Information

✓ Facility Type: Cultivation Facility

## Physical Address

✓ Street: State Highway 52

Unit No / Apt No :  
No

✓ City: Samson

✓ County: 31-Geneva

✓ State: Alabama

✓ Zip Code: 36477

✓ Address Verified? : Yes

## Facility Information Questions

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- ✓ **Applicant's interest in property where proposed facility is located** : Owns
  
- ✓ **Is this facility under construction?** : No
  
- ✓ **The number of days, if awarded a license, within which the Applicant reasonably projects it will commence operations at this facility** : 60
  
- ✓ **The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility** : 90
  
- ✓ **Does the applicant verify that this proposed facility will be in a permissible location, if applicable, and will maintain compliance with all State and local laws, resolutions and ordinances?** : Yes

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✓ **Facility Type:** Processing Facility

## Physical Address

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- ✓ **Street:** State Highway 52                      **Unit No / Apt :** No                      ✓ **City:** Samson
  
- ✓ **County:** 31-Geneva                      ✓ **State:** Alabama                      ✓ **Zip Code:** 36477
  
- ✓ **Address Verified?** : Yes

## Facility Information Questions

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- ✓ **Applicant's interest in property where proposed facility is located** : Owns
  
- ✓ **Is this facility under construction?** : No
  
- ✓ **The number of days, if awarded a license, within which the Applicant reasonably projects it will commence operations at this facility** : 180
  
- ✓ **The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility** : 240
  
- ✓ **Does the applicant verify that this proposed facility will be in a permissible location, if applicable, and will maintain compliance with all State and local laws, resolutions and ordinances?** : Yes

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✓ **Facility Type:** Dispensing Site (Retail Facility)                      ✓ **Dispensing Site Premises** : Multi-use Structure

## Physical Address

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- ✓ **Street:** 708 COMMERCE DR  
**Unit No / Apt :**  
No
- ✓ **City:** ALEX CITY
- ✓ **County:** 62-Tallapoosa
- ✓ **State:** Alabama
- ✓ **Zip Code:** 35010
- ✓ **Address Verified?** : Yes

## Facility Information Questions

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- ✓ **Applicant's interest in property where proposed facility is located** : Leases/Rents
- ✓ **Is this facility under construction?** : No
- ✓ **The number of days, if awarded a license, within which the Applicant reasonably projects it will commence operations at this facility** : 90
- ✓ **The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility** : 150
- ✓ **Does the applicant verify that this proposed facility will be in a permissible location, if applicable, and will maintain compliance with all State and local laws, resolutions and ordinances?** : Yes

- 
- ✓ **Facility Type:** Dispensing Site (Retail Facility)
  - ✓ **Dispensing Site Premises** : Strip Mall

## Physical Address

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- ✓ **Street:** 1544 GREENBRIER D  
EAR RD
- ✓ **City:** ANNISTON
- ✓ **County:** 08-Calhoun
- ✓ **State:** Alabama
- ✓ **Zip Code:** 36207
- ✓ **Address Verified?** : Yes

## Facility Information Questions

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- ✓ **Applicant's interest in property where proposed facility is located** : Leases/Rents
- ✓ **Is this facility under construction?** : No
- ✓ **The number of days, if awarded a license, within which the Applicant reasonably projects it will commence operations at this facility** : 90

- ✓ The number of days, if awarded a license, within which the Applicant : 150 reasonably projects it will reach full capacity at this facility
- ✓ Does the applicant verify that this proposed facility will be in a permissible location, if applicable, and will maintain compliance with all State and local laws, resolutions and ordinances? : Yes

- 
- ✓ Facility Type: Dispensing Site (Retail Facility)
  - ✓ Dispensing : Strip Mall Site Premises

## Physical Address

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- ✓ Street: 621 BOLL WEEVIL CIR
- ✓ Unit No / Apt : STE 31B No
- ✓ City: ENTERPRISE
- ✓ County: 16-Coffee
- ✓ State: Alabama
- ✓ Zip Code: 36330
- ✓ Address Verified? : Yes

## Facility Information Questions

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- ✓ Applicant's interest in property where proposed facility is located : Leases/Rents
- ✓ Is this facility under construction? : No
- ✓ The number of days, if awarded a license, within which the Applicant : 90 reasonably projects it will commence operations at this facility
- ✓ The number of days, if awarded a license, within which the Applicant : 150 reasonably projects it will reach full capacity at this facility
- ✓ Does the applicant verify that this proposed facility will be in a permissible location, if applicable, and will maintain compliance with all State and local laws, resolutions and ordinances? : Yes

- 
- ✓ Facility Type: Dispensing Site (Retail Facility)
  - ✓ Dispensing : Multi-use Structure Site Premises

## Physical Address

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- ✓ Street: 3604 US HIGHWAY 431 N
- ✓ Unit No / Apt : No
- ✓ City: PHENIX CITY
- ✓ County: 57-Russell
- ✓ State: Alabama
- ✓ Zip Code: 36867
- ✓ Address Verified? : Yes

## Facility Information Questions

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- ✓ Applicant's interest in property where proposed facility is located : Leases/Rents
- ✓ Is this facility under construction? : No
- ✓ The number of days, if awarded a license, within which the Applicant reasonably projects it will commence operations at this facility : 90
- ✓ The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility : 150
- ✓ Does the applicant verify that this proposed facility will be in a permissible location, if applicable, and will maintain compliance with all State and local laws, resolutions and ordinances? : Yes

- 
- ✓ Facility Type: Dispensing Site (Retail Facility)
  - ✓ Dispensing Site Premises : Multi-use Structure

## Physical Address

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- ✓ Street: 1404 E AVALON AVE  
STE WB
- Unit No / Apt : No
- ✓ City: TUSCUMBIA
- ✓ County: 17-Colbert
- ✓ State: Alabama
- ✓ Zip Code: 35674
- ✓ Address Verified? : Yes

## Facility Information Questions

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- ✓ Applicant's interest in property where proposed facility is located : Leases/Rents
- ✓ Is this facility under construction? : No
- ✓ The number of days, if awarded a license, within which the Applicant reasonably projects it will commence operations at this facility : 90
- ✓ The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility : 150
- ✓ Does the applicant verify that this proposed facility will be in a permissible location, if applicable, and will maintain compliance with all State and local laws, resolutions and ordinances? : Yes

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## Ownership of Applicant

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

## Individual

- ✓ Legal First Name : William
- ✓ Legal Middle Name : Henry
- ✓ Legal Last Name : Carr

Alabama Code §36-12-40 (PII)

- ✓ Ownership Percentage of the Applicant : 100
- ✓ Role: Member

## Residence Address

Alabama Code §36-12-40 (PII)

- ✓ Address Verified? : Yes

## Cannabis Industry Entities

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

## Questions and Attestations

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

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

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

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

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

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

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

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✓ 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?

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

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

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✓ Has any leader, secure transport driver, or secure transport passenger of the applicant received a criminal conviction within the last eight years for any of the following: : No  
(1) any indictable offense;  
(2) any offense involving stolen property or vehicles;  
(3) fraud relating to any business any driver has owned, in whole or part, or in which the driver has been employed;  
(4) stolen property, or other offense of similar nature;  
(5) operation of a motor vehicle while under the influence of a controlled substance, or offense of similar nature; or (6) any offense involving possession, distribution or trafficking in, any illegal substance?

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

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✓ Commencement: 64 of Operation                      ✓ Year One: 86                      ✓ Year Two: 100

✓ Year Three: 110                      ✓ Year Four: 110                      ✓ Year Five: 110

✓ 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

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✓ Does the applicant verify that each of its proposed dispensing sites is at least 1000 feet from any school, daycare, or childcare facility? : Yes

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✓ 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), which shall specifically extend to all secure transport vehicles of the applicant? : Yes

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

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

✓ Signature: William H. Carr

✓ Signature Date: 12/30/2022

## Documents

✓ **Resume or Curriculum Vitae of Individuals with Ownership Interest:** 1329\_1\_Resume or Curriculum Vitae of Individuals with Ownership Interest i...

✓ **Residency of Owners:** 1329\_2\_Residency of Owners.pdf (/api/documents/10FBD9cx5/download)

✓ **Commercial Horticulture or Agronomic Production Experience of Owners:** 1329\_03\_Commercial Horticulture or Agronomic Production Experience.pdf ...

✓ **Criminal Background Check:** 1329\_4\_Criminal Background Check.pdf (/api/documents/6aB3F7gLs/dow...)

✓ **Minimum Performance Bond Requirement:** 1329\_5\_Minimum Performance Bond Requirements.pdf (/api/documents/j...)

✓ **Minimum Liquid Assets Requirement:** 1329\_6\_Minimum Liquid Assets Requirement.pdf (/api/documents/CV7mO...)

✓ **Demonstration of Sufficient Capital:** 1329\_7\_Demonstration of Sufficient Capital.pdf (/api/documents/c1n7idvV...)

✓ **Minimum Operating Capital Requirement:** 1329\_8\_Minimum Operating Capital Requirement.pdf (/api/documents/0A...)

✓ **Financial Statements:** 1329\_09\_Financial Statements.pdf (/api/documents/fcjz5psrq/download)

✓ **Tax Plan:** 1329\_10\_Tax Plan.pdf (/api/documents/XWDBUDboR/download)

✓ **Business Formation Documents:** 1329\_11\_Business Formation Documents.pdf (/api/documents/eJpL5MIQ...)

✓ **Business License and Authorization of Local Jurisdictions:** 1329\_12\_Business License and Authorization of Local Authorities.pdf (/api...)

✓ **Business Plan:** 1329\_13\_Business Plan.pdf (/api/documents/ApbPHS1jJ/download)

✓ **Evidence of Business Relationship with other Licensees and Prospective Licensees:** 1329\_14\_Evidence of Business Relationship with Other Licensees and Prosp...

✓ **Coordination of Information from Registered Certifying Physicians:** 1329\_15\_Coordination of Information from Registered Certifying Physicians...

✓ <b>Point-of-Sale Responsibilities:</b>	1329_16_Point-of-Sale Responsibilities.pdf (/api/documents/WGomqHTm...
✓ <b>Confidentiality of Patient Information:</b>	1329_17_Confidentiality of Patient Information.pdf (/api/documents/E-_NP...
✓ <b>Money Handling and Taxes:</b>	1329_18_Money Handling and Taxes.pdf (/api/documents/EyS0LyN54/dow...
✓ <b>Standard Operating Plan and Procedures:</b>	1329_19_Standard Operating Plan and Procedures.pdf (/api/documents/Eh...
✓ <b>Policies and Procedures Manual:</b>	1329_20_Policies and Procedures Manual.pdf (/api/documents/3ENblz-_L/...
✓ <b>Production and Manufacturing Process:</b>	1329_21_Production and Manufacturing Process.pdf (/api/documents/lwk...
✓ <b>Machinery and Equipment:</b>	1329_22_Machinery and Equipment.pdf (/api/documents/uhJ6VdV4g/dow...
✓ <b>Receiving and Shipping Plan:</b>	1329_23_Receiving and Shipping Plan.pdf (/api/documents/SFDsJJ-X/do...
✓ <b>Secure Transport Vehicles:</b>	1329_24_Secure Transport Vehicles.pdf (/api/documents/KpAzHbAwN/do...
✓ <b>Compliance with Alabama Public Service Commission Requirements:</b>	1329_25_Compliance with Alabama Public Service Commission Requireme...
✓ <b>Commercial Drivers' License:</b>	1329_26_Commercial_s Driver License.pdf (/api/documents/gnwOuT1I2/d...
✓ <b>Fleet Summary:</b>	1329_27_Fleet Summary.pdf (/api/documents/287st61X9/download)
✓ <b>Care and Maintenance of Vehicles:</b>	1329_28_Care and Maintenance of Vehicles.pdf (/api/documents/GDQ2Oc...
✓ <b>Route Plans:</b>	1329_29_Route Plans.pdf (/api/documents/DtuBRL6aG/download)
✓ <b>Plan for Segregation of Processes Within and Transportation Between Facilities:</b>	1329_30_Plan for Segregation of Processes Within and Transportatin Betwe...
✓ <b>Facilities:</b>	1329_31_Facilities.pdf (/api/documents/fnQJVMs9W/download)
✓ <b>Engineering Plans and Specifications:</b>	1329_32_Engineering Plans and Specifications _Cultivation Facilities_.pdf (/...
✓ <b>Security Plan:</b>	1329_33_Security Plan.pdf (/api/documents/J74zJZ8L/download)
✓ <b>Personnel:</b>	1329_34_Personnel.pdf (/api/documents/ySIUPIVhB/download)
✓ <b>Business Leadership Credentials:</b>	1329_35_Business Leadership Credentials.pdf (/api/documents/wkyoeAld...
✓ <b>Employee Handbook:</b>	1329_36_Employee Handbook.pdf (/api/documents/jbuzs_Sds/download)
✓ <b>Secure Transport Drivers:</b>	1329_37_Secure Transport Drivers.pdf (/api/documents/xqSsd6WE8/down...
✓ <b>Drivers' Manual:</b>	1329_38_Driver_s Manual.pdf (/api/documents/NX20H72Po/download)

✓ <b>Quality Control and Quality Assurance Plan:</b>	1329_39_Quality Control and Quality Assurance Plan.pdf (/api/documents/-...
✓ <b>Contamination and Recall Plan:</b>	1329_40_Contamination and Recall Plan.pdf (/api/documents/~JtfV5y00/d...
✓ <b>Marketing and Advertising Plan:</b>	1329_41_Marketing and Advertising Plan.pdf (/api/documents/UHSNfYmb...
✓ <b>Website and Social Media:</b>	1329_42_Website and Social Media.pdf (/api/documents/9iJXJf94E/downl...
✓ <b>Ownership Entity Individuals (if applicable):</b>	1329_FORM-I-Ownership-Entity-Individuals - NA.pdf (/api/documents/QKJj...
✓ <b>Proof of Minimum Liability and Casualty Insurance:</b>	Samson Growth LLC Insurance Letter.pdf (/api/documents/Q1lwYu3XQ/do...
✓ <b>Affidavit - Entity Applicant:</b>	Form K - Affidavit of Entity Applicant for Alabama Medical Cannabis License...

## Payments

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- ✓ **Payment Options:** Credit Card
-

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

**Verification**

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

William H. Carr

Printed Name of Verifying Individual

Founding member/owner

Title of Verifying Individual



Signature of Verifying Individual

12/29/22

Verification Date

**Resume or Curriculum Vitae of Individuals with Ownership Interest in Applicant**

Form A: Ownership Resume / Curriculum Vitae

We have provided the completed Form A: Ownership Resume / Curriculum Vitae displaying the requested information of our owner. Information contained in the required form shows all institutions of higher education attended, including the date, location and type of any degree received; all residential addresses in the last 15 years; and the name, business address and telephone number of all employers in the last 15 years, including a contact number for each. See attached Form A: Ownership Resume / Curriculum Vitae (identified as “Form A: Ownership Resume / Curriculum Vitae”).

Residential History

Our owner has lived in Alabama all his life. Since December of 2005, he has resided at

**Alabama Code §36-12-40 (PII)**

Education

Our owner attended Enterprise State Junior College in Enterprise, Alabama from August of 1965 to May of 1967, receiving an Associate’s Degree in Science. Additionally, he attended the University of Alabama in Tuscaloosa, Alabama from August of 1967 to May of 1969, receiving a Bachelor’s Degree in Accounting.

Employment History

Our owner is a founding partner, employee, and licensed CPA of Carr, Riggs, & Ingram, LLC, a top 25 national-ranked accounting and advisory firm headquartered in Enterprise, Alabama serving all 50 states.

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

SAMSON GROWTH, LLC

Business License Applicant Name

WILLIAM H. CARR

Individual with Ownership Interest in Applicant

INTEGRATED FACILITY

License Type

100%

Individual's Ownership Percentage in Applicant

**Residential History**

*Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application;*

**Alabama Code §36-12-40 PII)**

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)



**Exhibit 2 - Residency of Owners**

**Verification**

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

William H Carr  
Printed Name of Verifying Individual

Founding member/owner  
Title of Verifying Individual

William H Carr  
Signature of Verifying Individual

12/29/22  
Verification Date



**Residency of Owners**

**Affidavit of William H. Carr in Support of Applicant for Alabama Medical Cannabis License**

We have provided a signed and notarized affidavit that our owner satisfies the residency requirements of continuously residing in the state of Alabama for fifteen (15) years. See attached Affidavit of William H. Carr - Residency (identified as “Affidavit of William H. Carr - Residency”).

The affidavit attests the following:

- That all matters stated in the document are true and correct based on our owner’s knowledge.
- That our owner currently resides in Coffee County, Alabama and has continuously resided in the state of Alabama for over the last fifteen (15) years.
- **Alabama Code §36-12-40 (PII)**  
[Redacted]
- **Alabama Code §36-12-40 (PII)**  
[Redacted]

**Homestead Letter for William H. Carr**

We have provided a Homestead Letter showing deed ownership of the land [Redacted] Alabama [Redacted] since June 30, 2000, by William H. Carr and Deborah K. Carr and the residential re-approval for homestead on March 30, 2006. See attached Homestead Letter for William H. Carr (identified as “Homestead Letter for William H. Carr”).

Affidavit of William H. Carr - Residency

**AFFIDAVIT OF WILLIAM H. CARR IN SUPPORT OF  
APPLICANT FOR ALABAMA MEDICAL CANNABIS LICENSE.**

STATE OF ALABAMA )

COFFEE COUNTY )

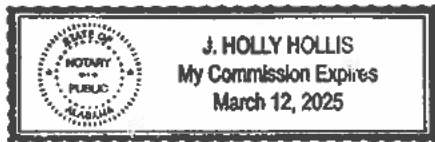
Before me, the undersigned notary, did appear the Affiant, who after being by me first duly sworn, did state under oath as follows:

1. My name is William H. Carr. I 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.
2. I am currently a resident of Coffee County, Alabama and have continuously resided in the State of Alabama for over the last fifteen (15) years.
3. **Alabama Code §36-12-40 (PII)**
4. A homestead letter from the Coffee County Revenue Commissioner showing lot ownership of **Alabama Code §36-12-40 (PII)** since 2000, and homestead re-approval in 2006.

FURTHER AFFIANT SAYETH NOT.

  
\_\_\_\_\_  
William H. Carr

Sworn to and subscribed before me on this 22<sup>nd</sup> day of December, 2022.



  
\_\_\_\_\_  
Notary Public

My Commission Expires: March 12, 2025

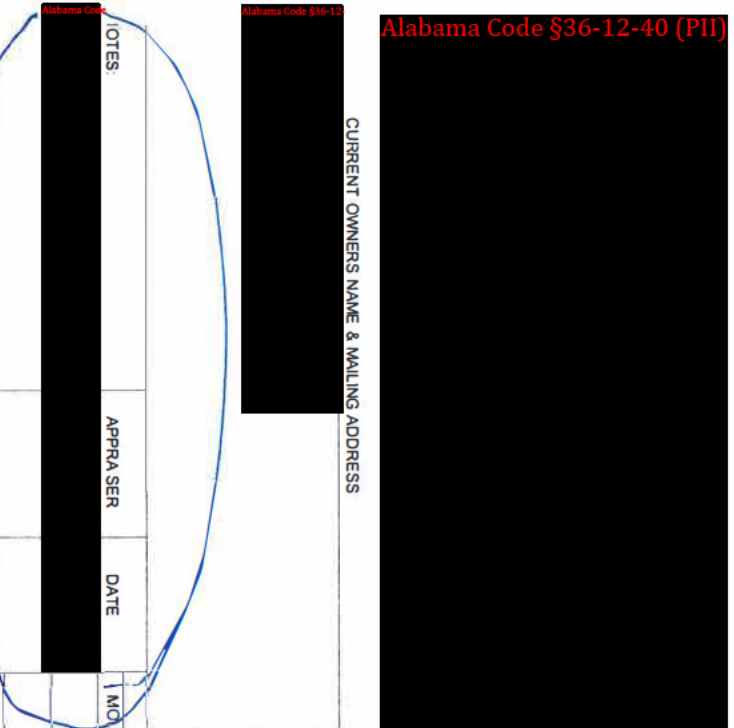
# Homestead Letter for William H. Carr

CURRENT OWNERS NAME & MAILING ADDRESS

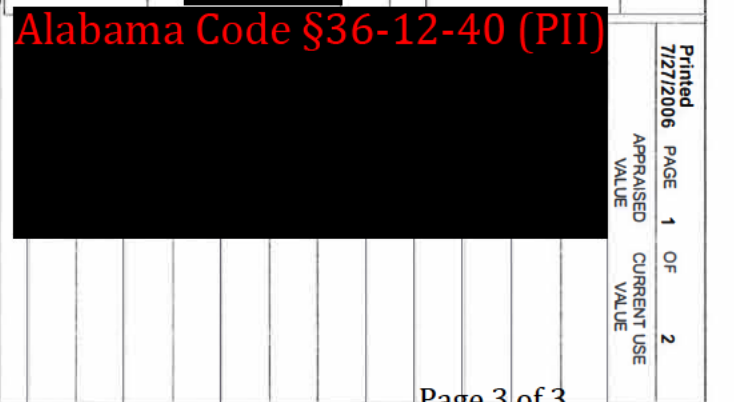
DEED REFERENCES

DATE ACQUIRED CONSID. DEED BOOK PAGE NO.

Printed 7/27/2006 PAGE 1 OF 2  
APPRAISED VALUE CURRENT USE VALUE



DATE	TYPE	SALE PRICE	SOURCES	VAL D	OTHER VALD
MO	YR.		1 BUYER 3 RES 2 SELLER 4 AGENT	1 YES 2 NO	3 ADD T ONAL PARCELS 4 CHANGED SINCE SALE 5 RAW LAND-NOW IMPROVED 6 REPORTED COST 7 FORCLOSURE/RELIQUIDATION
	2 LAND				



NUMBER	DATE	TYPE	AMOUNT
BUILDING PERMIT			

CM CODE	ACTUAL FRONTAGE	EFFECTIVE FRONTAGE	EFFECTIVE DEPTH	UNIT PRICE	DEPTH FACTOR	ACTUAL PRICE	INFLUENCE CODE FACTOR	MARKET VALUE	INFLUENCE CODE FACTOR	MARKET VALUE	CU UNIT PRICE	CU VALUE
SV 111	0	1	0	100000	1	100000.00		100000		100000		100000

PARCEL SUMMARY	
Last Update By:	pam2006
Update Date	7/27/2006
1 Main Imp	: 1111700
0 MH	: 0
0 Misc Imp	: 0
Lot Value	: 100000
Land Value	: 0
CU Value	: 0
Value for Assmt:	1211700

GENERAL PARCEL DATA			
OWNERSHIP	1 Private	UTILITIES-WATER	1 None
	2 City		2 Public
	3 County		3 Community
	4 State		4 Well
	5 Federal		5 View
	6 Religious	UTILITIES-SEWER	1 None
	7 Fraternal		2 Public
	8 Utility		3 Community
	9 Public Service		4 Septic Tank
ROAD ACCESS	1 None	UTILITIES-GAS	1 Noise R.R.
	2 U.S Hwy.		2 Noise Indust
	3 Interchange		3 Noise Airport
	4 State Hwy.		4 Open Drain, Ditch
	5 Paved		5 High Tension Lines
	6 Paved C&G		6 Odor Indust
	7 Dirt		7 Odor View
	8 Excl. Esmt		
	9 Non-Excl.		
TOPO	1 Level	RENTAL DATA	
	2 Nearly Level	UNIT AREA	Per Sq. Ft.
	3 Gently Rolling		
	4 Rolling		
	5 Sleep		
	6 Mountainous		
	7 Swampy		
	8 Low	Rent Date	

*2006/11/11*

**Exhibit 3 – Commercial Horticulture or Agronomic Production Experience**

**Verification**

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

William H Carr  
Printed Name of Verifying Individual

Founding member/owner  
Title of Verifying Individual

William H Carr  
Signature of Verifying Individual

12/29/22  
Verification Date

**Commercial Horticulture or Agronomic Production Experience**

**Affidavit of William H. Carr in Support of Applicant for Alabama Medical Cannabis License**

We have provided a signed and notarized affidavit that our owner, William H. Carr, satisfies the commercial horticulture or agronomic production experience requirement for cumulative business experience for at least fifteen (15) years. See attached Affidavit of William H. Carr - Commercial Agriculture (identified as “Affidavit of William H. Carr - Commercial Agriculture”).

The affidavit attests the following:

- That all matters stated in the document are true and correct based on our owner’s knowledge.
- That Carr Farms, L.L.C., an Alabama limited liability company was formed on December 21, 2003, and that our owner has been the President, Secretary, Treasurer, and sole member of Carr Farms, L.L.C.
- That Carr Farms, L.L.C. is organized, operating, and existing under the laws of the State of Alabama and its principal place of business in Enterprise, Alabama, and has been, since its formation on December 31, 2003.
- That Carr Farms, L.L.C. is, and at all times of formation on December 31, 2003, has performed commercial agriculture.
- That our owner, as the President, Secretary, Treasurer, and sole member of Carr Farms, L.L.C., has performed commercial agriculture and, as such has cumulative business experience in the field of commercial agriculture for a period of over fifteen (15) years.

**Certified Secretary of State Business Formation Documents**

We have provided a certified copy of the State of Alabama Secretary of State business formation documents for Carr Farms, L.L.C. The business formation documents were received and filed by the Office of the Secretary of State on December 31, 2003. This document was certified on December 13, 2022. See attached Certified State of Alabama Business Formation Documents (identified as “Certified State of Alabama Business Formation Documents”).

Articles of Organization of Carr Farms, L.L.C.

We have provided an executed copy of the Articles of Organization of Carr Farms, L.L.C. The document states that the company was formed on December 31, 2003. Our owner is listed as owning 100% of the membership interests in the company. Our owner has executed this document as the sole member of the entity. The address of record on this document is 1117 Boll Weevil Circle, Enterprise, Alabama 36330. See attached Articles of Organization of Carr Farms, L.L.C. (identified as "Articles of Organization of Carr Farms, L.L.C.").

**Affidavit of William H. Carr – Commercial Agriculture**

**AFFIDAVIT OF WILLIAM H. CARR IN SUPPORT OF  
APPLICANT FOR ALABAMA MEDICAL CANNABIS LICENSE.**

STATE OF ALABAMA        )

COFFEE COUNTY         )

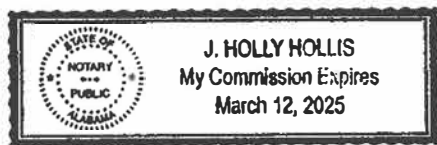
Before me, the undersigned notary, did appear the Affiant, who after being by me first duly sworn, did state under oath as follows:

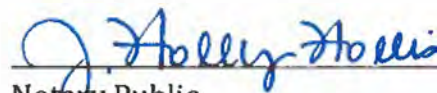
1. My name is William H. Carr. I am over the age of nineteen, of sound mind, have personal knowledge of the facts set forth herein, and am otherwise competent to testify. All matters stated herein are true and correct and are based on my personal knowledge.
2. I am, and at all times since the formation of Carr Farms, L.L.C., an Alabama limited liability company ("Carr Farms"), on December 31, 2003, I have been, the President, Secretary, Treasurer, and sole member of Carr Farms.
3. Carr Farms is a corporation duly organized, operating, and existing under the laws of the State of Alabama with its principal place of business in Enterprise, Alabama, and has been as such since the date of its formation on December 31, 2003.
4. Carr Farms is, and at all times since its formation on December 31, 2003, it has performed commercial agriculture.
5. During my time as the President, Secretary, Treasurer, and sole member of Carr Farms, I have performed commercial agriculture and, as such, have cumulative business experience in the field of commercial agriculture for a period of over fifteen (15) years.

FURTHER AFFIANT SAYETH NOT.

  
\_\_\_\_\_  
William H. Carr

Sworn to and subscribed before me on this 22<sup>nd</sup> day of December, 2022.



  
\_\_\_\_\_  
Notary Public

My Commission Expires: March 12, 2025

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 Carr Farms, L.L.C., as received and filed in the Office of the Secretary of State on 12/31/2003.



20221213000005856

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

12/13/2022

Date

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

John H. Merrill

Secretary of State



STATE OF ALABAMA

COUNTY OF COFFEE

#	695922
Posted by:	Checked by:
<i>SM</i>	<i>[Signature]</i>

RECEIVED

JAN - 5 2004

SECRETARY OF STATE

\*  
\*  
\*

**ARTICLES OF ORGANIZATION  
OF  
CARR FARMS, L.L.C.**

KNOW ALL MEN BY THESE PRESENTS, that Pursuant to the Alabama Limited Liability Company Act, hereinafter referred to as the "Act", the undersigned hereby adopt the following Limited Liability Company Articles of Organization, the same to constitute and become a charter for carrying on the business hereinafter specified upon the proper filing hereof pursuant to Law.

**ARTICLE I  
NAME**

The name of the Limited Liability Company, hereinafter referred to as "Company", is:  
**CARR FARMS, L.L.C.**

**ARTICLE II  
DURATION**

The Limited Liability Company shall be perpetual in nature from the date of filing with the Secretary of State, subject to the provisions of Article VII hereof.

**ARTICLE III  
PURPOSES**

The purpose for which the Limited Liability Company is organized is to transact all lawful business for which Companies may be organized under the Limited Liability Company Act of the State of Alabama. The company shall possess all the powers necessary to conduct the business or businesses, and to carry out the objects expressly conferred on corporations by the laws of the State of Alabama, as well as those necessarily implied.

**ARTICLE IV  
REGISTERED AGENT/OFFICE**

The location and street and mailing address of the initial registered office of the Company shall be 1117 Boll Weevil Circle, Enterprise, Alabama 36330 and its registered agent at such address is William H. Carr, 1117 Boll Weevil Circle, Enterprise, Alabama 36330.

COFFEE COUNTY, STATE OF ALABAMA  
ENTERPRISE, AL

I, William C. Gammill, Judge of Probate in and for said state and county, hereby certify that the within and foregoing is a true, correct and exact copy of \_\_\_\_\_  
Deemery  
as the same appears on record in my office.  
Given under my hand and seal of office this 31st  
day of Dec, 2003  
William C. Gammill  
JUDGE OF PROBATE, COFFEE COUNTY, ALABAMA  
ENTERPRISE DIVISION

Recorded In OFFREC BK 254 PG 395, 12/31/2003 01:03:49 PM Recording Fee 44.00, TOTAL 44.00  
William O. Gammill, Probate Judge, Coffee County, AL

**ARTICLE V**  
**INITIAL MEMBERS**

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

<u>Name</u>	<u>Office</u>	<u>Address</u>
William H. Carr	President/Secretary/Treasurer	1117 Boll Weevil Circle, Enterprise, Alabama 36330

**ARTICLE VI**  
**ADMISSION OF ADDITIONAL MEMBERS**

No person may be admitted as an additional member without the unanimous consent of the members.

**ARTICLE VII**  
**CONTINUATION OF BUSINESS**

No member may sell, assign or otherwise transfer all or any portion of its membership interest in the limited liability company without the unanimous written consent of all members. Any person or entity may, at any time or from time to time, be admitted as a new Member of the Company by the unanimous written consent of all existing Members of the limited liability company through the issuance by the limited liability company of membership interests for such consideration as the existing Members shall determine. In the event dissociation terminates the continued membership of a member in the Limited Liability Company, the business of the Limited Liability Company may continue if all the other Members so agree.

**ARTICLE VIII**  
**MANAGEMENT**

The Company shall be managed under the exclusive management of its members. WILLIAM H. CARR shall be authorized to manage the Company until a new manager is so appointed by the members of this Company. He shall have the authority to delegate whatever authority he deems proper for the purpose of continuing the general business of the Company.

**ARTICLE IX**  
**DISTRIBUTION OF ASSETS ON DISSOLUTION**

In the event of the dissolution of the Company, the assets shall be distributed, or sold, and the proceeds distributed first to the payment of debts of the Company and, secondly, to or among the members of the Company.

**ARTICLE IX**  
**SPECIAL PROVISIONS**

Any amendments, alterations or modifications to these Articles of Organization shall require approval of a majority in interest of the members.


IN WITNESS WHEREOF, the undersigned members have hereby agreed to be bound by the terms of these Articles of Organization, copies of which have been delivered to the undersigned.

DATED THIS THE 31<sup>st</sup> day of ~~January~~ <sup>Dec</sup>, ~~2004~~ <sup>2003</sup>.


  
\_\_\_\_\_  
WILLIAM H. CARR

STATE OF ALABAMA  
COUNTY OF COFFEE

BEFORE ME, the undersigned, a Notary Public for the State of Alabama at Large, personally appeared WILLIAM H. CARR, whose names are signed to the foregoing Articles of Organization, and who are known to me, acknowledged before me on this day that being informed of the contents of said Articles of Organization, executed the same voluntarily on the day the same bears date and that the said certificate is the act and deed of the said CARR FARMS, LLC., a Limited Liability Company, and that the facts stated herein are true.

  
\_\_\_\_\_  
WILLIAM H. CARR

SWORN TO AND SUBSCRIBED TO before me on this 31<sup>st</sup> day of ~~January~~ <sup>Dec</sup>, ~~2004~~ <sup>2003</sup>.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 2-24-2007

This Instrument Prepared By:  
J. E. SAWYER, JR.  
Attorney at Law  
203 South Edwards Street  
Enterprise, Alabama 36330  
(334) 347-6447

**Exhibit 4 – Criminal Background Check**

**Verification**

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

William H Carr  
Printed Name of Verifying Individual

Founding member/owner  
Title of Verifying Individual

  
Signature of Verifying Individual

12/29/22  
Verification Date

#### **4.1 – Form B: Background Check Applicant Verification**

We have provided the completed Form B: Background Check Verification listing our owner as the sole proprietor and only individual with ownership of Samson Growth, LLC. See attached Form B: Background Check Applicant Verification (identified as “Form B: Background Check Applicant Verification”).

#### **4.2 – Certified Copy of Completed ALEA Background Check**

We have provided a certified copy of a completed ALEA background check of our owner completed on November 22, 2022. The ALEA background check resulted with no state criminal records from the Alabama Criminal History Record Information (CHRI) request. Within the background check, we authorized the Alabama Medical Cannabis Commission (AMCC) to receive a copy of the ALEA background check results. See attached Certified Copy of Completed ALEA Background Check (identified as “Certified Copy of Completed ALEA Background Check”).

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

We have provided the completed Form D: National Background Check (FBI) containing our owner’s information. Additionally, we requested the National Background Check (FBI) from the FBI CJIS Division on November 3, 2022 with the C/O to the AMCC. See attached Form D: National Background Check (FBI) (identified as “Form D: National Background Check (FBI)”).

#### **4.4 – Form E: Background Check Individual Verification**

We have provided the completed Form E: Background Check Individual Verification. See attached Form E: Background Check Individual Verification (identified as “Form E: Background Check Individual Verification”).

**FORM B: BACKGROUND CHECK APPLICANT VERIFICATION**

SAMSON GROWTH, LLC  
Business License Applicant Name

INTEGRATED FACILITY  
License Type

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

NAME	ROLE (select all that apply)
WILLIAM H. CARR	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant

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

WILLIAM H. CARR  
Printed Name of Verifying Individual  
[Signature]  
Signature of Verifying Individual

Owner, Managing Member  
Title of Verifying Individual  
12-14-2022  
Verification Date



**Certified Copy of Completed ALEA Background Check**  
**ALABAMA LAW ENFORCEMENT AGENCY**  
**RECORDS AND IDENTIFICATION DIVISION**  
301 S. RIPLEY STREET / P.O. BOX 1511 / MONTGOMERY, AL 36102  
PHONE 334.353.4340 / ALEA.GOV

**KAY IVEY**  
GOVERNOR  
**HAL TAYLOR**  
SECRETARY

November 22<sup>nd</sup>, 2022

Dear Mr. Carr,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-6000 if we may be of further assistance in this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "W. Avery Morris".

W. Avery Morris, CLEE  
Operations Commander  
Criminal Justice Information Services Division  
Alabama State Bureau of Investigation

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXXXXX

TCN:053221121135128

NAME:CARR,WILLIAM HENRY

SOC: [Redacted]

ABI RESULT:IDENT

SID [Redacted]

**CERTIFIED COPY OF ALEA DOCUMENT**

11-22-2022 08:00 ALLEA0049

\*ATN/TCN053221121135128

\*OPR/AFIS

\*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL03123417

\*-CIVIL APPLICANT RESPONSE- REPORT DATE: 11-22-2022

\*NAME STATE ID NO. FBI ID NO.

\*CARR,WILLIAM HENRY

\*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB

[Redacted]

\*SOCIAL SECURITY SCARS-MARKS-TATTOOS

[Redacted]

\*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION

\*

\*\*\*\*\*

\*LAST PAGE ON SID AL03123417

SEQ # 61 MRI # 19850159



# Form D: National Background Check (FBI)

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

OMB-1110-0052

## IDENTITY HISTORY SUMMARY REQUEST FORM

### Information \* Denotes Required Fields

*Last Name <b>CARR</b>	*First Name <b>WILLIAM</b>
Middle Name 1 <b>HENRY</b>	Middle Name 2

Alabama Code §36-12-40 (PII)

*Date of Birth:	*Place of Birth:	*U.S. Citizen or Legal Permanent Resident: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
*Country of Citizenship: <b>UNITED STATES</b>	Country of Residence: <b>UNITED STATES</b>	Prisoner Number (if applicable):
*Last Four Digits of Social Security Number: <b>3450</b>		

*Race (please check appropriate box):				
<input type="checkbox"/> Asian	<input type="checkbox"/> Black	<input checked="" type="checkbox"/> Caucasian	<input type="checkbox"/> Native American	<input type="checkbox"/> Unknown
*Sex (please check appropriate box):				
<input checked="" type="checkbox"/> Male	<input type="checkbox"/> Female	<input type="checkbox"/> Other		

### Address

C/O <b>AMCC</b>	ATTN <b>Background Check</b>
*Address <b>P.O. Box 309585</b>	
*City <b>Montgomery</b>	*State <b>Alabama</b>
*Postal (Zip) Code <b>36130</b>	*Country <b>USA</b>
Phone Number	E-Mail

### Payment Enclosed: (please check appropriate box)

CERTIFIED CHECK       MONEY ORDER       CREDIT CARD FORM

*You may request a copy of your own Identity History Summary to review it or obtain a change, correction, or an update to the summary. This is not a national background check and may not include information from state repositories which would be included on an employment background check. If you are requesting a background check for employment or licensing within the U.S., you may be required by state statute or federal law to submit your request through your state identification bureau, the requesting federal agency, or another authorized channeling agency.*

\* REQUESTOR SIGNATURE *William Carr*      DATE **11-3-2022**

Mail the signed requestor information 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**

### PRIVACY ACT STATEMENT

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

### PAPERWORK REDUCTION ACT STATEMENT:

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

**FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION**

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

SAMSON GROWTH, LLC

Business License Applicant Name

WILLIAM H. CARR

Individual's Name

INTEGRATED FACILITY

License Type

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

**Verification**

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

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

  
Signature of Verifying Individual

11-3-2022  
Verification Date

**Exhibit 5 – Minimum Performance Bond Requirements**

**Verification**

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

William H Carr  
Printed Name of Verifying Individual

Founding member/owner  
Title of Verifying Individual

Eric W. Carr  
Signature of Verifying Individual

12/29/22  
Verification Date

**Minimum Performance Bond Requirements**

**Form M: Surety Verification of Applicant Qualification for Integrated Facility Performance Bond**

We have provided the completed Form M: Surety Verification of Application Qualification for Integrated Facility Performance Bond for Samson Growth, LLC. The surety company that has verified our qualification is Lexington National Insurance Corp. and the form was completed and notarized by them on 12/27/2022. See attached Form M: Surety Verification of Applicant Qualification for Integrated Facility Performance Bond (identified as “Form M: Surety Verification of Applicant Qualification for Integrated Facility Performance Bond”).

**FORM M: Surety Verification of Applicant Qualification for  
Integrated Facility Performance Bond**

**Section A - Applicant Information (to be completed by Applicant)**

<u>Samson Growth, LLC</u>	<u>Kyle Neathery</u>	
Integrated Facility Applicant	Contact Person	
<u>631 Travelers Rest Road</u>		
Applicant Address		
<u>Samson</u>	<u>AL</u>	<u>36477</u>
City	State	Zip
<u>318-422-5167</u>	<u>kyle.neathery@samsonextracts.com</u>	
Phone	Email	

**Section B - Surety Information (to be completed by Surety)**

Lexington National Insurance Corp.

Surety Company

<u>Phil Condra</u>	<u>Attorney-in-Fact</u>	
Surety's Authorized Representative	Title	
<u>P.O. Box 6098</u>		
Surety Address		
<u>Lutherville</u>	<u>MD</u>	<u>21094</u>
City	State	Zip
<u>615-321-9700</u>	<u>phil@bondssoutheast.com</u>	
Phone	Email	

**Section C - Surety Verification (to be completed by Surety)**

The Surety identified in Section B, by and through its authorized representative, hereby verifies the following statements, as indicated by the initials of the authorized representative.

PC The Applicant has requested that the Surety provide a professional opinion as to the Applicant's qualifications for the Integrated Facility Performance Bond required by the Alabama Medical Cannabis Commission.

**Surety Verification of Applicant Qualifications for Integrated Facility Performance Bond - Page 2**

PC  
The Surety has reviewed and understands all obligations required by the Integrated Facility Performance Bond (Alabama Medical Cannabis Commission FORM F).

PC  
The Surety has considered all available business information pertinent to the Surety's underwriting requirements regarding the Applicant, in the context of the Integrated Facility Performance Bond, and the Surety hereby confirms the Applicant possesses the requisite qualifications such that Applicant currently qualifies for the Integrated Facility Performance Bond required by the Alabama Medical Cannabis Commission.

PC  
The Surety, in the event that the Applicant is awarded an Integrated Facility license by the Alabama Medical Cannabis Commission, will be prepared to execute the Integrated Facility Performance Bond, in the amount of \$2,000,000, contingent upon execution of bond agreements, delivery of collateral security, payment of premium and fees, and Applicant's satisfaction of the Surety's underwriting considerations at the time of the Bond request.

PC  
The Surety acknowledges and understands that the Integrated Facility Performance Bond must be fully executed and filed with the Alabama Medical Cannabis Commission on or before the date set by the Commission for issuance of any Integrated Facility license awarded to the Applicant.

PC  
The Surety's consideration and issuance of bonds is a matter solely between the Surety and the Applicant, and the Surety assumes no liability to third parties, including the Alabama Medical Cannabis Commission, by executing this Surety Verification of Applicant Qualifications for Integrated Facility Performance Bond.

PC  
The Surety possesses, at a minimum, an A- rating and verified proof of such rating is attached hereto.

*[Handwritten Signature]*



Signature of Surety's Authorized Representative

12-27-2022  
Date

Sworn to and subscribed before Gregory E. Nash, a Notary Public,  
by Phil Condra on this 27<sup>th</sup> day of  
December, 2022.

*[Handwritten Signature]*

Signature of Notary



5-7-2024  
My Commission Expires

(Note to Surety: Attach Power of Attorney and other documents as necessary)

# POWER OF ATTORNEY

## Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

**Phil Condra**

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of \$6,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on February 15, 2018:

Be it Resolved, that the CEO, President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company’s liability thereunder and any such instruments so executed by any Attorney-in Fact shall be binding upon the Company as if signed by the CEO/President and sealed by the Corporate Secretary.

RESOLVED further, that the signature of the CEO, President or any Vice-President of LEXINGTON NATIONAL INSURANCE CORPORATION may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continue to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.



Ronald A. Frank, CEO



State of Maryland  
County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, CEO of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commission Expires: 05/23/24

  
Notary

I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 22<sup>nd</sup> day of December, 2022.

  
Lisa R. Slater, Secretary

Attached to bond signed this 27th day of December, 2022

**Exhibit 6 - Minimum Liquid Assets Requirement**

**Verification**

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

William H Carr  
Printed Name of Verifying Individual

Founding member/owner  
Title of Verifying Individual

  
Signature of Verifying Individual

12/29/22  
Verification Date



December 23, 2022

To Whom It May Concern:

I have personally reviewed and can confirm the following checking account balances:

Account #	Average Balance
-----------	-----------------

Alabama Code §36-12-40 (Confidential Fin. Info.)



On the following pages you will see the most recent account summary screenshots of each of these accounts, which match the above account totals.

All of the money in these accounts is liquid capital.

Please contact me if you have any questions.

Respectfully,



Philip Wilkes  
Market Executive

William H Carr

**Alabama Code §36-12-40 (Confidential Fin. Info.)**

**Deposit Balance Averages**

Ledger: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
 Available  
 Collected

**Exceptions Processing Overdraft Totals**

NSF's: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
 Days OD:  
 Returns:  
 OD over limit:

UAFs: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
 NSF chrgs:  
 Return chrgs:  
 Waives:

Balances & Exceptions Processing information from 09/2022 to 12/2022

Show:

<u>Month</u>	<u>Ledger</u>	<u>Available</u>	<u>Collected</u>	<u>NSFs</u>	<u>Days OD / Returns</u>	<u>OD Over Limit / UAFs</u>	<u>NSF / Return Charges</u>	<u>Waive Count</u>	<u>MTD OD Fees</u>
Dec 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>				<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>				
Nov 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>				<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>				
Oct 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>				<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>				
Sep 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>				<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>				

William H Carr

Alabama Code §36-12-40 (Confidential Fin. Info.)

**Deposit Balance Averages**

Ledger: [Redacted]  
Available: [Redacted]  
Collected: [Redacted]

**Exceptions Processing Overdraft Totals**

NSF's: [Redacted]  
Days OD: [Redacted]  
Returns: [Redacted]  
OD over limit: [Redacted]

UAFs: [Redacted]  
NSF chrgs: [Redacted]  
Return chrgs: [Redacted]  
Waives: [Redacted]

Balances & Exceptions Processing information from 12/2021 to 12/2022

Show: All

Month	Ledger	Available	Collected	NSFs	Returns	Days OD / Limit / UAFs	OD Over Limit / UAFs	NSF / Return Charges	Waive Count	MTD OD Fees
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Alabama Code §36-12-40 (Confidential Fin. Info.)

William H Carr

**Alabama Code §36-12-40 (Confidential Fin. Info.)**

**Deposit Balance Averages**

Ledger: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
 Available: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
 Collected: **Alabama Code §36-12-40 (Confidential Fin. Info.)**

**Exceptions Processing Overdraft Totals**

NSF's: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
 Days OD: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
 Returns: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
 OD over limit: **Alabama Code §36-12-40 (Confidential Fin. Info.)**

UAFs: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
 NSF chrgs: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
 Return chrgs: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
 Waives: **Alabama Code §36-12-40 (Confidential Fin. Info.)**

Balances & Exceptions Processing information from 12/2021 to 12/2022

Show:

<u>Month</u>	<u>Ledger</u>	<u>Available</u>	<u>Collected</u>	<u>NSFs</u>	<u>Days</u> <u>OD /</u> <u>Returns</u>	<u>OD Over</u> <u>Limit /</u> <u>UAFs</u>	<u>NSF /</u> <u>Return</u> <u>Charges</u>	<u>Waive</u> <u>Count</u>	<u>MTD OD</u> <u>Fees</u>
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**Alabama Code §36-12-40 (Confidential Fin. Info.)**

William H Carr

**Alabama Code §36-12-40 (Confidential Fin. Info.)**

**Deposit Balance Averages**

Ledger: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
Available: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
Collected: **Alabama Code §36-12-40 (Confidential Fin. Info.)**

**Exceptions Processing Overdraft Totals**

NSF's: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
Days OD: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
Returns: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
OD over limit: **Alabama Code §36-12-40 (Confidential Fin. Info.)**

UAFs: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
NSF chrgs: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
Return chrgs: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
Waives: **Alabama Code §36-12-40 (Confidential Fin. Info.)**

Balances & Exceptions Processing information from 12/2021 to 12/2022

Show:

<u>Month</u>	<u>Ledger</u>	<u>Available</u>	<u>Collected</u>	<u>NSFs</u>	<u>Days OD / Returns</u>	<u>OD Over Limit / UAFs</u>	<u>NSF / Return Charges</u>	<u>Waive Count</u>	<u>MTD OD Fees</u>	
Dec 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>						<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>			
Nov 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>						<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>			
Oct 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>						<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>			
Sep 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>						<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>			
Aug 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>						<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>			
Jul 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>						<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>			
Jun 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>						<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>			
May 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>						<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>			
Apr 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>						<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>			
Mar 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>						<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>			
Feb 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>						<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>			
Jan 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>						<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>			
Dec 2021	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>						<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>			

William H Carr

**Alabama Code §36-12-40 (Confidential Fin. Info.)**

**Deposit Balance Averages**

Ledger: 17,317.23  
 Available: 17,317.23  
 Collected: 17,317.23

**Exceptions Processing Overdraft Totals**

NSF's:  
 Days OD:  
 Returns:  
 OD over limit:

UAFs:  
 NSF chrgs:  
 Return chrgs:  
 Waives:

Balances & Exceptions Processing information from 12/2021 to 12/2022

Show:

<u>Month</u>	<u>Ledger</u>	<u>Available</u>	<u>Collected</u>	<u>NSFs</u>	<u>Days</u> <u>OD /</u> <u>Returns</u>	<u>OD Over</u> <u>Limit /</u> <u>UAFs</u>	<u>NSF /</u> <u>Return</u> <u>Charges</u>	<u>Waive</u> <u>Count</u>	<u>MTD OD</u> <u>Fees</u>
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**Alabama Code §36-12-40 (Confidential Fin. Info.)**

William H Carr

**Alabama Code §36-12-40 (Confidential Fin. Info.)**

**Deposit Balance Averages**

Ledger: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
 Available: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
 Collected: **Alabama Code §36-12-40 (Confidential Fin. Info.)**

**Exceptions Processing Overdraft Totals**

NSF's: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
 Days OD: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
 Returns: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
 OD over limit: **Alabama Code §36-12-40 (Confidential Fin. Info.)**

UAFs: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
 NSF chrgs: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
 Return chrgs: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
 Waives: **Alabama Code §36-12-40 (Confidential Fin. Info.)**

Balances & Exceptions Processing information from 12/2021 to 12/2022

Show:

<u>Month</u>	<u>Ledger</u>	<u>Available</u>	<u>Collected</u>	<u>NSFs</u>	<u>Days</u> <u>OD /</u> <u>Returns</u>	<u>OD Over</u> <u>Limit /</u> <u>UAFs</u>	<u>NSF /</u> <u>Return</u> <u>Charges</u>	<u>Waive</u> <u>Count</u>	<u>MTD OD</u> <u>Fees</u>
Dec 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>			<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>					
Nov 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>			<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>					
Oct 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>			<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>					
Sep 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>			<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>					
Aug 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>			<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>					
Jul 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>			<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>					
Jun 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>			<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>					
May 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>			<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>					
Apr 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>			<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>					
Mar 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>			<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>					
Feb 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>			<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>					
Jan 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>			<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>					
Dec 2021	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>			<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>					

**Exhibit 7 - Demonstration of Sufficient Capital**

**Verification**

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

William H Carr

Printed Name of Verifying Individual

Founding member/owner

Title of Verifying Individual



Signature of Verifying Individual

12/29/22

Verification Date



### Verification of Sufficient Capital

12/30/2022

To Whom It May Concern:

We have included on the following pages a letter from an independent Certified Public Accountant verifying the following, as well as a source of available capital for this proposed operation.

As the page limit for this section is 5 pages, we have not been able to include all additional sources of capital, which are provided in Exhibit 6.

Also to save space in this Exhibit, the responsible person designated by the Applicant (our owner) and the Applicant's contact person (our CEO) are both signing this letter.

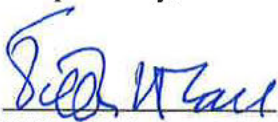
The projected annual budget in Exhibit 9 indicates that the sufficient capital figure, as defined by the Application Guide Exhibit 7 prompt, is Alabama Code §36-12-40 (Confidential - Fin. Info)

The financial documents, which the independent Certified Public Accountant has verified (see their letter), indicate that there is Alabama Code §36-12-40 (Confidential - Fin. Info)

On the following pages in this exhibit, you will also find a bank statement indicating Alabama Code §36-12-40 (Confidential - Fin. Info) in a Checking Account along with other accounts totaling Alabama Code §36-12-40 (Confidential - Fin. Info) owned by our Owner, which will be used in part as the source of funds for the sufficient capital indicated above.

We each independently verify all of the information in this letter and this Exhibit 7.

Respectfully,



William H. Carr  
Owner of Applicant 1329



Kyle Neathery  
CEO of Applicant 1329



PO Box 6356  
Dothan, Alabama 36302

December 28, 2022

To Whom It May Concern:

I, Steve Kingry, an independent Certified Public Accountant at McDaniel & Associates, P.C., have personally reviewed Applicant 1329's projected annual budgets during the first three full years after a license would be issued to the Applicant, as well as the financial documents of the sole owner of Applicant 1329.

My review of the projected annual budget indicates that the sufficient capital figure, as defined by the Application Guide Exhibit 7 prompt, is Alabama Code §36-12-40 (Confidential Fin. Info)

My review of the financial documents of Applicant 1329's owner, which I have verified, indicate that there is Alabama Code §36-12-40 (Confidential) available for this project.

As the amount available exceeds the sufficient capital figure by Alabama Code §36-12-40 (Confidential) Applicant 1329 has demonstrated there is ample available capital to be considered sufficient capital for this project, which I therefore verify.

Please contact me if you have any questions.

Respectfully,

MCDANIEL & ASSOCIATES, P.C.

A handwritten signature in blue ink that reads "J. Kingry".

J. Stephen Kingry  
Certified Public Accountant

JSK/tet



December 23, 2022

To Whom It May Concern:

I have personally reviewed and can confirm the following checking account balances:

Account #	Average Balance
-----------	-----------------

Alabama Code §36-12-40 (Confidential Fin. Info.)



Alabama Code §36-12-40 (Confidential Fin. Info.)

On the following pages you will see the most recent account summary screenshots of each of these accounts, which match the above account totals.

All of the money in these accounts is liquid capital.

Please contact me if you have any questions.

Respectfully,

Philip Wilkes  
Market Executive

William H Carr

**Alabama Code §36-12-40 (Confidential Fin. Info.)**

**Deposit Balance Averages**

Ledger: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
 Available: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
 Collected: **Alabama Code §36-12-40 (Confidential Fin. Info.)**

**Exceptions Processing Overdraft Totals**

NSF's: **Alabama Code §36-12-40 (Confidential Fin. Info.)** UAFs: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
 Days OD: **Alabama Code §36-12-40 (Confidential Fin. Info.)** NSF chrgs: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
 Returns: **Alabama Code §36-12-40 (Confidential Fin. Info.)** Return chrgs: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
 OD over limit: **Alabama Code §36-12-40 (Confidential Fin. Info.)** Waives: **Alabama Code §36-12-40 (Confidential Fin. Info.)**

Balances & Exceptions Processing information from 09/2022 to 12/2022

Show:

<u>Month</u>	<u>Ledger</u>	<u>Available</u>	<u>Collected</u>	<u>NSFs</u>	<u>Days</u> <u>OD /</u>	<u>OD Over</u> <u>Limit /</u>	<u>NSF /</u> <u>Return</u>	<u>Waive</u> <u>Count</u>	<u>MTD OD</u> <u>Fees</u>
Dec 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>								
Nov 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>								
Oct 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>								
Sep 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>								

William H Carr

**Alabama Code §36-12-40 (Confidential Fin. Info.)**

**Deposit Balance Averages**

Ledger: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
Available: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
Collected: **Alabama Code §36-12-40 (Confidential Fin. Info.)**

**Exceptions Processing Overdraft Totals**

NSF's: **Alabama Code §36-12-40 (Confidential Fin. Info.)** UAFs: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
Days OD: **Alabama Code §36-12-40 (Confidential Fin. Info.)** NSF chrgs: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
Returns: **Alabama Code §36-12-40 (Confidential Fin. Info.)** Return chrgs: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
OD over limit: **Alabama Code §36-12-40 (Confidential Fin. Info.)** Waives: **Alabama Code §36-12-40 (Confidential Fin. Info.)**

Balances & Exceptions Processing information from 12/2021 to 12/2022

Show:

Month	Ledger	Available	Collected	NSFs	Returns	Days	OD Over	NSF /	Waive	MTD OD
						OD /	Limit /	Return		

**Alabama Code §36-12-40 (Confidential Fin. Info.)**

Dec 2022  
Nov 2022  
Oct 2022  
Sep 2022  
Aug 2022  
Jul 2022  
Jun 2022  
May 2022  
Apr 2022  
Mar 2022  
Feb 2022  
Jan 2022  
Dec 2021

[Redacted data table]

**Exhibit 8 - Minimum Operating Capital Requirement**

**Verification**

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

William H Carr

Printed Name of Verifying Individual

Founding member/owner

Title of Verifying Individual



Signature of Verifying Individual

12/29/22

Verification Date

## **Minimum Operating Capital Requirement**

### **Summary**

As proof that we have the financial ability to maintain operations for not less than two years following the date the application is accepted by the Commission we are providing proof from our bank, as well as verification of these accounts by an independent licensed CPA.

To reach the figures you will see on the verification letter provided by an independent licensed CPA, we prepared detailed financial statements as a part of Exhibit 9 Financial Statements. We assessed our financial statements and determined what the Capital Required to maintain operations through FY26 would be with zero revenue to offset expenses. This included the projected cost to build our Integrated Facility, improvements on five distinct dispensaries, establishing the secure transport business, payroll and associated payroll burden for more than 100 employees, the substantial expected cost of goods sold and all other expenses of the Integrated Facility. Our projected financial statements indicated that to support the size and scale of operation that would sufficiently serve the state of Alabama were we to be awarded a license amounted to Alabama Code §36-12-10 (Confidential)

Our financial statements have been reviewed by our owner, a licensed CPA, evaluated by our COO who carries a Certified Internal Auditor (CIA) designation, and most importantly were reviewed by an independent licensed CPA. The independent licensed CPA subsequently reviewed the financial documents of our owner and verified that there is sufficient capital available for this project.

See attached documentation, verifying that we have the financial ability to maintain operations for not less than two years.

### Verification of Sufficient Capital

12/30/2022

To Whom It May Concern:

We have included on the following pages a letter from an independent Certified Public Accountant verifying the following, as well as a source of available capital for this proposed operation.

As the page limit for this section is 5 pages, we have not been able to include all additional sources of capital, which are provided in Exhibit 6.

Also to save space in this Exhibit, the responsible person designated by the Applicant (our owner) and the Applicant's contact person (our CEO) are both signing this letter.

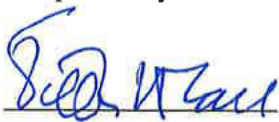
The projected annual budget in Exhibit 9 indicates that the sufficient capital figure, as defined by the Application Guide Exhibit 7 prompt, is [REDACTED]

The financial documents, which the independent Certified Public Accountant has verified (see their letter), indicate that there is [REDACTED] available for this project.

On the following pages in this exhibit, you will also find a bank statement indicating [REDACTED] in a Checking Account along with other accounts totaling [REDACTED] owned by our Owner, which will be used in part as the source of funds for the sufficient capital indicated above.

We each independently verify all of the information in this letter and this Exhibit 7.

Respectfully,



William H. Carr  
Owner of Applicant 1329



Kyle Neathery  
CEO of Applicant 1329





PO Box 6356  
Dothan, Alabama 36302

December 28, 2022

To Whom It May Concern:

I, Steve Kingry, an independent Certified Public Accountant at McDaniel & Associates, P.C., have personally reviewed Applicant 1329's projected annual budgets during the first three full years after a license would be issued to the Applicant, as well as the financial documents of the sole owner of Applicant 1329.

My review of the projected annual budget indicates that the sufficient capital figure, as defined by the Application Guide Exhibit 7 prompt, is [REDACTED]

My review of the financial documents of Applicant 1329's owner, which I have verified, indicate that there is [REDACTED] available for this project.

As the amount available exceeds the sufficient capital figure by [REDACTED] Applicant 1329 has demonstrated there is ample available capital to be considered sufficient capital for this project, which I therefore verify.

Please contact me if you have any questions.

Respectfully,

MCDANIEL & ASSOCIATES, P.C.

A handwritten signature in blue ink, appearing to read "Steve", is written over the printed name.

J. Stephen Kingry  
Certified Public Accountant

JSK/tet



December 23, 2022

To Whom It May Concern:

I have personally reviewed and can confirm the following checking account balances:

Account #	Average Balance
-----------	-----------------

Alabama Code §36-12-40 (Confidential Fin. Info.)



Alabama Code §36-12-40 (Confidential Fin. Info.)

On the following pages you will see the most recent account summary screenshots of each of these accounts, which match the above account totals.

All of the money in these accounts is liquid capital.

Please contact me if you have any questions.

Respectfully,



Philip Wilkes  
Market Executive

William H Carr

Alabama Code §36-12-40 (Confidential Fin. Info.)

**Deposit Balance Averages**

Ledger: [Redacted]  
Available: [Redacted]  
Collected: [Redacted]

**Exceptions Processing Overdraft Totals**

NSF's: [Redacted] UAFs: [Redacted]  
Days OD: [Redacted] NSF chrgs: [Redacted]  
Returns: [Redacted] Return chrgs: [Redacted]  
OD over limit: [Redacted] Waives: [Redacted]

Balances & Exceptions Processing information from 09/2022 to 12/2022

Show: All

<u>Month</u>	<u>Ledger</u>	<u>Available</u>	<u>Collected</u>	<u>NSFs</u>	<u>Days</u> <u>OD /</u>	<u>OD Over</u> <u>Limit /</u>	<u>NSF /</u> <u>Return</u>	<u>Waive</u>	<u>MTD OD</u>
					<u>Returns</u>	<u>UAFs</u>	<u>Charges</u>	<u>Count</u>	<u>Fees</u>
Dec 2022	Alabama Code §36-12-40 (Confidential Fin. Info.)								
Nov 2022	Alabama Code §36-12-40 (Confidential Fin. Info.)								
Oct 2022	Alabama Code §36-12-40 (Confidential Fin. Info.)								
Sep 2022	Alabama Code §36-12-40 (Confidential Fin. Info.)								

William H Carr

**Alabama Code §36-12-40 (Confidential Fin. Info.)**

**Deposit Balance Averages**

Ledger: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
Available: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
Collected: **Alabama Code §36-12-40 (Confidential Fin. Info.)**

**Exceptions Processing Overdraft Totals**

NSF's: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
Days OD: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
Returns: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
OD over limit: **Alabama Code §36-12-40 (Confidential Fin. Info.)**

UAFs: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
NSF chrgs: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
Return chrgs: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
Waives: **Alabama Code §36-12-40 (Confidential Fin. Info.)**

Balances & Exceptions Processing information from 12/2021 to 12/2022

Show:

<u>Month</u>	<u>Ledger</u>	<u>Available</u>	<u>Collected</u>	<u>NSFs</u>	<u>Days</u> <u>OD /</u>	<u>OD Over</u> <u>Limit /</u>	<u>NSF /</u> <u>Return</u>	<u>Waive</u> <u>Count</u>	<u>MTD OD</u> <u>Fees</u>
Dec 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>								
Nov 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>								
Oct 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>								
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Feb 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>								
Jan 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>								
Dec 2021	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>								

William H Carr

**Alabama Code §36-12-40 (Confidential Fin. Info.)**

**Deposit Balance Averages**

Ledger: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
Available: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
Collected: **Alabama Code §36-12-40 (Confidential Fin. Info.)**

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Balances & Exceptions Processing information from 12/2021 to 12/2022

Show:

<u>Month</u>	<u>Ledger</u>	<u>Available</u>	<u>Collected</u>	<u>NSFs</u>	<u>Days</u> <u>OD /</u> <u>Returns</u>	<u>OD Over</u> <u>Limit /</u> <u>UAFs</u>	<u>NSF /</u> <u>Return</u> <u>Charges</u>	<u>Waive</u> <u>Count</u>	<u>MTD OD</u> <u>Fees</u>
Dec 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>								
Nov 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>								
Oct 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>								
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William H Carr

**Alabama Code §36-12-40 (Confidential Fin. Info.)**

**Deposit Balance Averages**

Ledger: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
Available: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
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NSF chrgs: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
Return chrgs: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
Waives: **Alabama Code §36-12-40 (Confidential Fin. Info.)**

Balances & Exceptions Processing information from 12/2021 to 12/2022 Show:

<u>Month</u>	<u>Ledger</u>	<u>Available</u>	<u>Collected</u>	<u>NSFs</u>	<u>Returns</u>	<u>Days</u> <u>OD /</u>	<u>OD Over</u> <u>Limit /</u>	<u>NSF /</u> <u>Return</u>	<u>Waive</u>	<u>MTD</u>	<u>OD</u> <u>Fees</u>
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**Alabama Code §36-12-40 (Confidential Fin. Info.)**

William H Carr

Alabama Code §36-12-40 (Confidential Fin. Info.)

**Deposit Balance Averages**

Ledger: [Redacted]  
Available: [Redacted]  
Collected: [Redacted]

**Exceptions Processing Overdraft Totals**

NSF's: [Redacted]  
Days OD: [Redacted]  
Returns: [Redacted]  
OD over limit: [Redacted]

UAFs: [Redacted]  
NSF chrgs: [Redacted]  
Return chrgs: [Redacted]  
Waives: [Redacted]

Balances & Exceptions Processing information from 12/2021 to 12/2022

Show:

<u>Month</u>	<u>Ledger</u>	<u>Available</u>	<u>Collected</u>	<u>NSFs</u>	<u>Days</u> <u>OD /</u> <u>Returns</u>	<u>OD Over</u> <u>Limit /</u> <u>UAFs</u>	<u>NSF /</u> <u>Return</u> <u>Charges</u>	<u>Waive</u> <u>Count</u>	<u>MTD OD</u> <u>Fees</u>
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Alabama Code §36-12-40 (Confidential Fin. Info.)

William H Carr

**Alabama Code §36-12-40 (Confidential Fin. Info.)**

**Deposit Balance Averages**

Ledger: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
 Available: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
 Collected: **Alabama Code §36-12-40 (Confidential Fin. Info.)**

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NSF's: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
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 Return chrgs: **Alabama Code §36-12-40 (Confidential Fin. Info.)**  
 Waives: **Alabama Code §36-12-40 (Confidential Fin. Info.)**

Balances & Exceptions Processing information from 12/2021 to 12/2022

Show:

<u>Month</u>	<u>Ledger</u>	<u>Available</u>	<u>Collected</u>	<u>NSFs</u>	<u>Days</u> <u>OD /</u> <u>Returns</u>	<u>OD Over</u> <u>Limit /</u> <u>UAFs</u>	<u>NSF /</u> <u>Return</u> <u>Charges</u>	<u>Waive</u> <u>Count</u>	<u>MTD OD</u> <u>Fees</u>
Dec 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>								
Nov 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>								
Oct 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>								
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Jan 2022	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>								
Dec 2021	<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>								



**Exhibit 9 – Financial Statements**

**Verification**

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

William H Carr  
Printed Name of Verifying Individual

Founding member/owner  
Title of Verifying Individual

  
Signature of Verifying Individual

12/29/22  
Verification Date

Exhibit Summary  
 Applicant # 1329

Exhibit Reference		
9.1	See 5 yr. Balance Sheet	
9.2	See 5 yr. Profit & Loss summary	
9.3	See 5 yr. Consolidated Cashflow	
Ex. 7 sufficient capital - Capital Required to maintain operations through FY26 with zero revenue to offset	<b>Alabama Code §36-12-40 (Confidential Fin. Info)</b>	"sufficient capital" is defined as the total of the Applicant's annual budgets or projected annual budgets during the first three full years after a license is issued to the Applicant.)
Ex. 8 Minimum capital - Capital Required to maintain operations through FY25 with zero revenue to offset		Proof that the Applicant has the financial ability to maintain operations for not less than two years following the date the application is accepted by the Commission
Our financial statements have been reviewed by a licensed CPA and were used to determine the minimum balance needed for Ex. 7 Verification of Sufficient Capital.		

Signed CPA Letter

 **MCDANIEL**  
 PO Box 636  
 Dothan, Alabama 36002

December 28, 2022

To Whom It May Concern:

I, Steve Kingry, an independent Certified Public Accountant at McDaniel & Associates, P.C., have personally reviewed Applicant 1329's projected annual budgets during the first three full years after a license would be issued to the Applicant, as well as the financial documents of the sole owner of Applicant 1329.

My review of the projected annual budget indicates that the sufficient capital figure, as defined by the Application Code Exhibit 7 prompt, is **REDACTED**.

My review of the financial documents of Applicant 1329's owner, which I have verified, indicate that there is **REDACTED** **Alabama Code §3**.

As the amount available exceeds the sufficient capital figure by **Alabama Code §3** Applicant 1329 has demonstrated there is ample available capital to be considered sufficient capital for this project, which I therefore verify.

Please contact me if you have any questions.

Respectfully,

MCDANIEL & ASSOCIATES, P.C.



J. Stephen Kingry  
 Certified Public Accountant

JSK/kl

5 Yr. Consolidated Balance Sheet  
Applicant # 1329

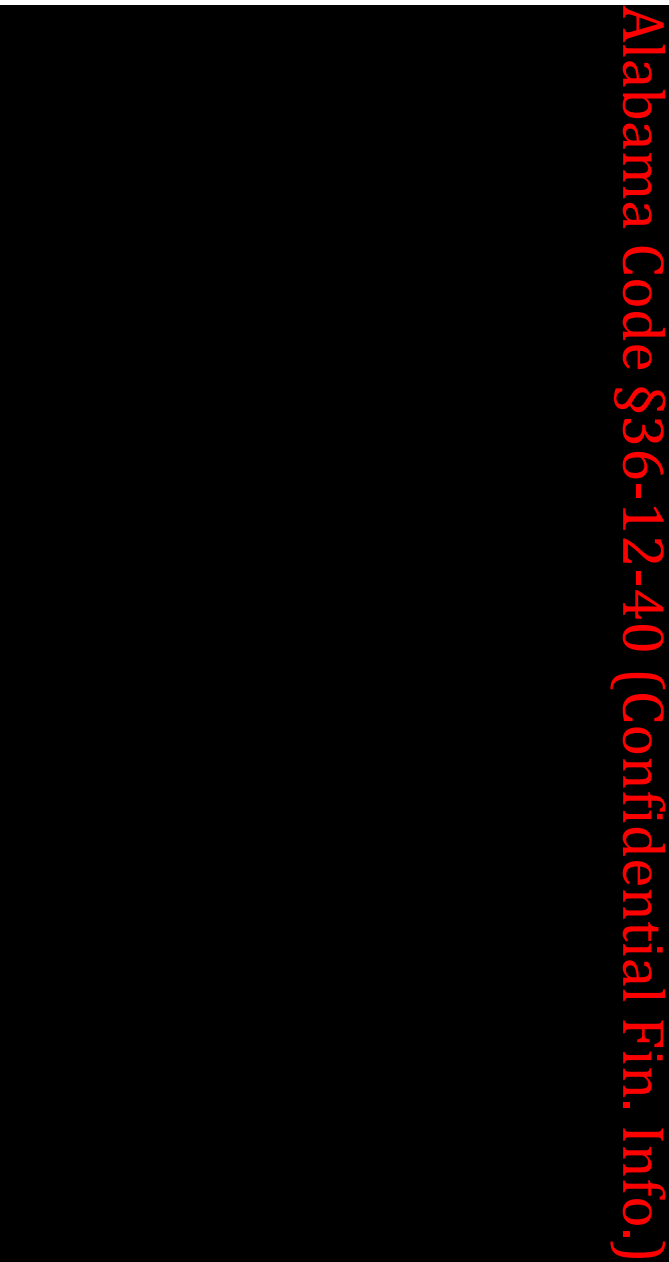
Consolidated Balance Sheet		FY23	FY24	FY25	FY26	FY27	FY28
<b>Assets</b>							
	<b>current assets</b>						
	Cash Beginning from Exhibit 7						
	Net Income - carryforward						
	Accounts Receivable						
	Inventory						
	Prepaid Expense						
	Property, Plant & Equipment						
	<b>non-current assets</b>						
	Operating lease right of use assets, net						
	Goodwill						
	Accumulated Depreciation						
	<b>Total Assets</b>						
<b>Liabilities &amp; Owner's Equity</b>							
	<b>current liabilities</b>						
	Accounts Payable						
	Customer deposits						
	Operating lease liabilities						
	Deferred tax liability (DTA/DTL)						
	<b>non-current liabilities</b>						
	Operating lease liabilities (+12 m)						
	<b>Total Liabilities</b>						
	<b>Owner's Equity</b>						
	Owner dividend						
	Retained Earnings						
	<b>Total Owner's Equity</b>						
	<b>Total Liabilities &amp; Owners Equity</b>						

Alabama Code §36-12-40 (Confidential Fin. Info.)

**5 Yr. Consolidated Profit & Loss Statement**  
 Applicant # 1329

	FY23	FY24	FY25	FY26	FY27	FY28	5 yr. Total
<b>Consolidated Financials</b>							
<b>Revenue</b>							
Dispensary Store Sales							
Secure Transport Revenue*							
Cultivation & Processing Revenue (Included in secure transport rev.)							
<b>Total Revenue</b>							
<b>Cost of Goods Sold</b>							
Dispensary Expense							
Secure Transport Expense							
Cultivation & Processing Expense							
Manufacturing Inventory Expense							
<b>Total COGS</b>							
<b>Gross Profit</b>							
Gross Profit %							
<b>Operating Expenses</b>							
Selling, General, & Admin. Summary							
Rent - Facility							
Consulting / Legal Fees							
<b>Net Income/Loss</b>							
Community Giving							

Alabama Code §36-12-40 (Confidential Fin. Info.)



Alabama Code §36-12-40 (Confidential Fin. Info.)

**5 Yr. Consolidated Cashflow**  
 Applicant # 1329

	FY23	FY24	FY25	FY26	FY27	FY28
Opening Cash Balance from Exhibit 7						
<b>Cash flow from operating activities</b>						
Cash received from customers						
Operating Expense						
<b>Cash flow from investing activities</b>						
proceeds from asset sales?						
Capital Expenditures (Property, Plant, & Equipment)						
Acquisition of business assets						
<b>Cash flow from finance activities</b>						
principle payments on lease obligations						
Other Noncash Investing and Financing Activities:						
Purchase of property and Equip. not yet paid for						
Cashflow Total						
Ending Balance						

Alabama Code §36-12-40 (Confidential Fin. Info.)

5 Yr. Consolidated P&L  
 Applicant # 1329  
 Secure Transport Operations

	2022 Total	2024	2025	2026	2027	2028
<b>Secure Transport</b>						
Revenue - wholesale other dispensaries						
Revenue per month distribution						
<b>Total Revenue</b>						
Delivery Vehicle purchase						
Vehicle Notes						
Insurance						
Secure Transport Wages						
Meal/Incidentals						
Travel expense - Accom.						
Fuel Expense						
<b>Distribution Expense - Monthly</b>						
<b>Transportation Gross Profit</b>						

Alabama Code §36-12-40 (Confidential Fin. Info.)

**5 Yr. Consolidated P&L**

Applicant # 1329

Cultivation, Extraction + Manufacturing

	2023 Total	2024	2025	2026	2027	2028
<b>Cultivation</b>						
Grow Materials/Supplies						
Nutrients						
Gasoline, Fuel, and Oil, Co2						
Electric						
Water/Sewer Bill						
Salaries/Wages - Cult./Harvest						
Salaries/Wages - Manufacturing						
Salaries Security						
Repairs & Maintenance						
Small Tools and Equipment						
Waste Removal						
Uniforms						
General Liability Insurance						
Worker's Comp						
Repairs & Maintenance Other						
Salaries/Wages - Packaging						
Lab Testing - COA						
Extraction Supplies						
Packaging Supplies						
Total Expense						

Alabama Code §36-12-40 (Confidential Fin. Info.)

Planned Major Expenditures 2023  
Applicant # 1329  
Capex Estimates and Timing

	January	February	March	April	May	June	2023	July	August	September	October	November	December
<b>Alabama Code §36-12-40 (Confidential Fin. Info.)</b>													



5 Yr. Consolidated P&L  
 Applicant # 1329  
 Dispensary Operations

	2023 Total	2024 Total	2025 Total	2026 Total	2027 Total	2028 Total
Revenue - Inventory Expense						
Patients visits per location						
Sales internally developed sikus						
Inventory Expense + Excise Taxes						
Balance						
<b>Key location expense components</b>						
Rent/Mortgage						
labor expense						
security						
Delivery cost see distribution tab						
electric						
water						
sewer						
secure disposal						
Insurance						
<b>Dispensary Expenses</b>						
By location profit/loss						
Single Dispensary P&L Extrapolated for 5 locations						

Alabama Code §36-12-40 (Confidential Fin. Info.)

Alabama Code §36-12-40 (Confidential Fin. Info.)

**Exhibit 10 - Tax Plan**

**Verification**

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

William H Carr  
Printed Name of Verifying Individual

Founding member/owner  
Title of Verifying Individual

  
Signature of Verifying Individual

12/29/22  
Verification Date

## **Introduction – Tax Plan**

Our comprehensive tax and financial plan is written in accordance with the Generally Accepted Accounting Principles (“GAAP”). This includes accounting and tax reporting practices that comply with all applicable laws. Single Member, 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 on 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 a 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 in 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 payment processing, accounting, and armored-car services. Access to banking for cannabis businesses regularly comes with high monthly fees and extra expenses associated with cash handling. We have proactively created a positive relationship with Synovus to support our business in this matter. Synovus is a top-

performing midcap bank with over \$57 billion in assets and \$7.3 billion in capital and has been named one of the Best Banks in America by Forbes. 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 for our assets and liabilities. Distinct records will be kept for the cultivation, processing, and dispensing aspects of our business. Ala. Code § 40-23-9. 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 operational loss only if, prior to any deductions or modifications, our entire net operating finances are a loss for the entire taxable year. Ala. Code § 40-18-15.2.

With this system we will fully disclose our financial results and maintain GAAP conformity, including recognizing revenues and expenses on an 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-9-.03.2. c.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 the applicable city, county, and state tax rate for gross proceeds of sales (expected to be between 9-10% of the sale based on varying city and county rates). Ala. Code § 20-2A-80(a); Ala. Admin Code. r. 538-x-8-.03.08; Ala. Code § 40-23-1. We will only pay municipal or county tax once per sale. Ala. Code § 40-23-2.1. Medicinal cannabis prescribed by a physician will be exempt from gross sales tax. Ala. Code § 40-23-4.1. A direct-to-consumer state privilege tax will be added at a rate of 4% to each sale. Ala. Code § 40-23-

26(a), (c). All money collected from this taxation will be paid to the Department (Department of Revenue) Ala. Code § 40-23-26(d).

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

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

### **Conclusion**

We understand and will comply with all applicable tax laws. Ala. Admin Code. r. 538-x-3-.05.03.m.09. We will accept any fairly regulated additional tax, penalty, or interest assessed upon us by the Department. Ala. Code § 20-2A-80(b)(5). We will always welcome and accommodate the AMCC and their officials for an inspection. Ala. Code § 20-2A-55(d). We understand failure to cooperate could result in the seizure and impound of our books, ledgers, documents, writings, money receptacles, and all other records. Ala. Code § 20-2A-52(a)(3)(b). We will provide qualified patients with 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 11 - Business Formation Documents**

**Verification**

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

William H Carr  
Printed Name of Verifying Individual

Founding member/owner  
Title of Verifying Individual

  
Signature of Verifying Individual

12/29/22  
Verification Date

**Business Formation Documents**

**Certified State of Alabama Business Formation Documents**

We have provided a certified copy of the State of Alabama Secretary of State business formation documents for Samson Growth, LLC. The business formation documents were received and filed by the Office of the Secretary of State on September 14, 2022. The documents display our owner as the registered agent and records the entity's address at 631 Travelers Rest Road, Samson, AL, 36477, located in Geneva County. See attached Certified State of Alabama Business Formation Documents (identified as "Certified State of Alabama Business Formation Documents").

**Limited Liability Company Agreement of Samson Growth, LLC**

We have provided an executed copy of our Limited Liability Company Agreement of Samson Growth, LLC. The document states that the company was formed on September 14, 2022. Our owner is listed as owning 100% of the membership interests in the company. Our owner has executed this document as the sole member of the entity. The address of record on this document is 631 Travelers Rest Road, Samson, AL, 36477. See attached Limited Liability Company Agreement of Samson Growth, LLC (identified as "Limited Liability Company Agreement of Samson Growth, LLC").



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:

**Samson Growth, 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 September 14, 2022 and expiring September 14, 2023

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



RES046068

September 14, 2022

Date

**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.

INSTRUCTIONS: Mail 2 copies of this completed form along with a self-addressed, stamped envelope to:

~~\*Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama 36103~~

\*Include a check, money order, or credit card payment for the \$200.00 processing fee.

\*The Secretary of State shall pay the sum of \$100.00 to the county treasurer for the county in which the office of the initial registered agent for that entity is located.

\*You may file the Certificate of Formation online in the time it takes to type this request.

\*The Certificate will not be registered if the credit/debit card does not authorize and will be removed from the index if the check is dishonored (\$30 fee).

**This form must be typed and will not be accepted via email.**

- 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:

Samson Growth, LLC

- A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.

- The name of the registered agent (only one agent): William H. Carr

Street (no PO Boxes) address of registered office (must be located in Alabama): 631 Travelers Rest Road,

Samson, Alabama 36477

\*COUNTY of above address: Geneva County

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

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

This form was prepared by: (type name and full address)

Mallory Koger  
Bradley Arant Boult Cummings LLP  
One Federal Place, 1819 Fifth Avenue North  
Birmingham, AL 35203-2119

(For SOS Office Use Only)

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

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

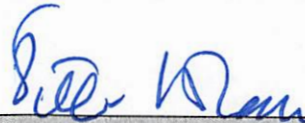
- Series LLC complying with Title 10A, Chapter 5A, Article 11
- Professional LLC complying with Title 10A, Chapter 5A, Article 8
- Non-Profit LLC complying with Section 10A-5A-1.04(c)

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

The undersigned specify 09 / 14 / 2022 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be \_\_\_\_\_ : \_\_\_\_\_  AM or  PM. (cannot be noon or midnight – 12:00)

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

09 / 14 / 2022  
Date (MM/DD/YYYY)

  
Signature as required by 10A-5A-2.04

William H. Carr  
Typed name of above signature

Organizer  
Typed title (organizer or attorney-in-fact)

Additional organizers/attorney-in-facts may sign (add additional sheets if necessary).

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

**Secretary of State Credit Card or Prepaid Payment Option/Return/Hold Sheet:** If you do not send an acknowledgement copy and a pre-addressed postage paid envelope with the filing you will not receive a receipt from the Secretary of State's Office. Hold for pickup request will have the receipt attached. The document of record will be stamped showing the receipt of the filing fee but will not show convenience fees (generally these fees are between 2% and 5% of the total charge).

**Information MUST be typed or filing will be returned without review.**

Entity Name: Samson Growth, LLC

Service Requested:  \$200.00 Formation filing fee

Hold at Front Desk for pick-up by: \_\_\_\_\_

**There is no notification service/call for pick-up.**

**Choose one of the following:**

Check/money order is attached-Please make one check payable for each filing to the Alabama Secretary of State. Do not use one check for multiple filings.

Charge fees to prepaid account: Account Number \_\_\_\_\_  
and Account Name \_\_\_\_\_

\_\_\_\_\_  
Typed Name & Signature of Authorized Individual on Account


Credit Card Type: \_\_\_\_\_ (Visa, MC, Discover & AmEx)

Card Number: \_\_\_\_\_ Expiration Mo/Yr.: \_\_\_\_/\_\_\_\_ (MM/YY)

Card Holder Name: \_\_\_\_\_

Complete Billing Address: \_\_\_\_\_  
Street or PO Box

\_\_\_\_\_  
City State Zip

Signature of Card Holder:   
MUST be Signature of Card Holder

**LIMITED LIABILITY COMPANY AGREEMENT  
OF  
SAMSON GROWTH, LLC  
(an Alabama Limited Liability Company)**

This Limited Liability Company Agreement (this “**Agreement**”) of Samson Growth, LLC (the “**Company**”), a limited liability company organized pursuant to the Alabama Limited Liability Company Law, Ala. Code § 10A-5A-1, et seq. (the “**Act**”), effective as of September 14, 2022 (the “**Effective Date**”), is entered into by William H. Carr as the sole member of the Company (the “**Member**”).

RECITALS

**WHEREAS**, the Company was formed as a limited liability company on September 14, 2022 by the filing of a Certificate of Formation with the Office of the Secretary of State of the State of Alabama pursuant to and in accordance with the Act; and

**WHEREAS**, the Member agrees that the membership in and management of the Company shall be governed by the terms set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member, intending to be legally bound, agrees as follows:

1. Name. The name of the Company is Samson Growth, LLC. The Manager may change the name of the Company at any time and from time-to-time. The Company’s business may be conducted under its name and/or any other name or names deemed advisable by the Manager.

2. Purpose. The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and any and all activities necessary or incidental thereto.

3. Principal Office; Registered Agent.

(a) Principal Office. The location of the principal office of the Company shall be at such location as the Manager may from time to time designate.

(b) Registered Agent. The initial registered agent of the Company for service of process and the registered office of the Company shall be that person and location reflected in the Certificate of Formation. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Manager shall promptly designate a replacement registered agent or file a notice of change of address, as the case may be, in the manner provided by law.

4. Members.

(a) Initial Member. The Member owns 100% of the membership interests in the Company. The name and the business and mailing address of the Member are as follows:

<b>Name:</b>	<b>Address:</b>
William H. Carr	631 Travelers Rest Road Samson, Alabama 36477

(b) Additional Members. One or more additional members may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

(c) Membership Interests; Certificates. The Company will not issue any certificates to evidence ownership of the membership interests.

5. Management.

(a) Authority; Powers and Duties of the Manager; Manager Managed. The management of the Company shall be vested in one or more managers. The Member, acting in his sole discretion, shall from time to time designate and appoint a manager or managers of the Company (whether one or more, the "Manager"). The Member hereby designates William H. Carr, an individual resident of the State of Alabama, to serve as the sole initial Manager of the Company until such time as his successor is duly appointed by the Member. The Manager shall manage the business and affairs of the Company in accordance with the provisions of this Agreement and the Act. If at any time there shall be more than one manager of the Company, any action to be taken by the Manager in connection with the business of the Company shall require a majority vote of the Managers unless a lesser or greater vote is otherwise required by this Agreement. Except as otherwise provided in this Agreement or the Act, the Manager shall have full, exclusive and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company and to take all such actions as the Manager deems necessary or appropriate to accomplish the purposes of the Company as set forth herein. The Manager shall be the sole person with the power to bind the Company, except and to the extent that such power is expressly delegated to any other person or entity by the Manager, and such delegation shall not cause the Manager to cease to be the Manager of the Company.

(b) Election of Officers; Delegation of Authority. The Manager may, from time to time, designate one or more officers with such titles as may be designated by the Manager to act in the name of the Company with such authority as may be delegated to such officers by the Manager (each such designated person, an "**Officer**"). Any such Officer shall act pursuant to such delegated authority until such Officer resigns or is removed by the Manager. Any such Officer may be removed with or without cause at any

time by the Manager. Any action taken by an Officer designated by the Manager pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company to the extent necessary to carry out the intentions and purposes of the Company.

6. Liability of Member. The Member shall not have any liability for the obligations or liabilities of the Company.

7. Indemnification.

(a) Exculpation.

(i) No Member, Manager, or Officer of the Company shall be liable to the Company or any other person, firm or entity for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Member, Manager, or Officer on behalf of the Company.

(ii) A Member, Manager, or Officer of the Company shall be fully protected in relying upon the records of the Company and upon such information, opinions, reports, or statements presented to the Company by any person, firm or entity as to matters within the professional or expert competence of such person or entity and who or which has been selected by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(iii) To the extent that, at law or in equity, a Member, Manager, or Officer of the Company has duties (including, but not limited to, fiduciary duties) and liabilities relating thereto to the Company or to any other Member, a Member, Manager, or Officer acting under this LLC Agreement shall not be liable to the Company or to any other Member for his or her reliance on the provisions of this LLC Agreement. The provisions of this LLC Agreement, to the extent that they restrict the duties and liabilities of a Member, Manager, or Officer of the Company otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of such Member, Manager, or Officer of the Company.

(b) Indemnification. To the fullest extent permitted by applicable law, a Member, Manager, or Officer of the Company shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Member, Manager, or Officer of the Company by reason of any act or omission performed or omitted by such Member, Manager, or Officer on behalf of the Company.

(c) Expenses. To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Member, Manager, or Officer of the Company in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Member, Manager, or Officer of the Company to repay such amount if it shall be

determined that the Member, Manager, or Officer of the Company is not entitled to be indemnified as authorized in this Section 7.

(d) **Insurance.** The Company may purchase and maintain insurance, to the extent and in such amounts as the Member shall, in its sole discretion, deem reasonable, on behalf of the Member and such other persons or entities as the Member shall determine, against any liability that may be asserted against or expenses that may be incurred by any such person or entity in connection with the activities of the Company or such indemnitees, regardless of whether the Company would have the power to indemnify such person or entity against such liability under the provisions of this LLC Agreement. The Member and the Company may enter into indemnity contracts with any Member, Manager, or Officer of the Company and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Section 7 and containing such other procedures regarding indemnification as are appropriate.

8. **Waiver.** To the fullest extent permitted under the Act, the Member will not be liable to the Company, any person hereafter added as a member in accordance with Section 4 of this Agreement, or any other person for any breach of contract or breach of duties, including but not limited to fiduciary duties.

9. **Term.** The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 13 of this Agreement.

10. **Capital Contributions.** The Member hereby agrees to contribute to the Company such cash, property or services as determined by the Member. The Member may make any contributions and/or loans to the Company at such time or times, and upon such conditions, as the Member in his discretion may determine.

11. **Tax Status; Income and Deductions.**

(a) **Tax Status.** As long as the Company has only one member, it is the intention of the Company and the Member that the Company be treated as a “disregarded entity” for federal and all relevant state tax purposes, and neither the Company nor the Member shall take any action or make any election that is inconsistent with such tax treatment. All provisions of this Agreement are to be construed so as to preserve the Company's tax status as a disregarded entity.

(b) **Income and Deductions.** All items of income, gain, loss, deduction and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction and credit of the Member.

12. **Distributions.** Distributions shall be made to the Member at the times and in the amounts determined by the Member.

13. **Dissolution; Liquidation.**



(a) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member or (ii) any other event or circumstance giving rise to the dissolution of the Company under the Act, unless the Company's existence is continued pursuant to the Act.

(b) Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Manager shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member under this Agreement shall continue.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) thereafter, to the Member.

(d) Upon the completion of the winding up of the Company, the Member shall file for record Articles of Dissolution in accordance with the Act.

14. Miscellaneous.

(a) Amendments. Amendments to this Agreement or the Certificate of Formation of the Company may be made only with the consent of the Member.

(b) Governing Law. This Agreement shall be governed by the laws of the State of Alabama.

(c) Severability. In the event that any provision of this Agreement shall be declared to be invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Agreement to be effective as of the date first above written.

**SOLE MEMBER:**

  
\_\_\_\_\_  
William H. Carr

**Exhibit 12 - Business License and Authorization of Local Jurisdictions**

**Verification**

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

William H Carr

Printed Name of Verifying Individual

Founding member/owner

Title of Verifying Individual

Wite-Kran

Signature of Verifying Individual

12/29/22

Verification Date

**12.1 – Status of Business Licenses**

We have applied for business licenses in Alexander City, Enterprise, and Samson. Due to many of our facilities needing new build outs to support the operations, business licensing is challenging as many of the cities perform engineering walkthroughs to confirm compliance with code and safety. This will be an ongoing process over the next year as we begin to build out our new facility spaces. **Alabama Code §36-12-40 (Proprietary Info.)**

[Redacted]

**12.2 – Resolutions, Ordinances, or Support by Local Jurisdictions Approving Business Presence**

We have provided resolutions, ordinances, or support by local jurisdictions approving business presence. Following this page is a list of the planned municipalities that will be supporting the various facilities of our operations with provided ordinances.

City of Samson – Cultivation and Manufacturing Facility – due to this facility being a cultivation and manufacturing facility, they were not required to adopt an ordinance for dispensary operations. We have provided a letter of support from Mayor of Samson, Clay King, supporting our application for an integrated medical cannabis license.

MAYOR  
Clay King

COUNCIL  
Roger Baine  
Ronald Davis  
Ed Janasky  
Barbara Simmons  
Queen Fitzpatrick

**City of Samson**  
16 East Main Street  
Samson, Alabama 36477  
Phone: 334-898-7541  
Fax: 334-898-2955

CITY CLERK  
Michelle Flanery  
CITY ATTORNEY  
Jeff Hatcher  
CHIEF OF POLICE  
Jimmy Hill  
CITY SUPERINTENDENT  
Earl Johnson  
FIRE CHIEF  
Jeff Lowery  
COURT CLERK  
Cecil Sanders  
RESCUE CAPTAIN  
Mark Day

December 6, 2022

RE: Wiregrass Brands Application for an Integrated Medical Cannabis License

Dear Sir/Madam:

As the Mayor of Samson, Alabama, for the past 30 years, and with the support of the City Council, I would like to express our sincere support for Mr. Bill Carr and Wiregrass Brands' application for an Integrated Medical Cannabis License. As a lifelong Alabamian, Bill Carr has a decades-long track record of operating multiple successful businesses throughout Alabama. Most notably, Mr. Carr is co-founder and managing partner of Carr, Riggs, and Ingram, CPA and Advisors. As you are aware, Carr, Riggs, and Ingram is in the top 25 nationally ranked, full service accounting and advisory firm to more than 100,000 clients.

We are proud to say, Mr. Carr was born and raised in Samson, Alabama, and has chosen Samson as his headquarters and principle place of business for Carr Farms. Further, a vital part of the farming operation in the Geneva County area has been growing and processing hemp for the past few years. The farming and processing of hemp has given Mr. Carr and his management team vast experience in the cannabis industry. Likewise, Mr. Carr has formed an executive team with decades of experience in the legal medical cannabis industry in an effort to deliver safe medical quality cannabis for patient use as directed by the medical community.

It is my opinion Mr. Bill Carr's integrity is beyond reproach. The citizens of Samson have on numerous occasions witnessed the great lengths Mr. Carr has pressed to improve the economic impact of this community. Mr. Carr has donated the money for Samson High School's girls' basketball state championship rings numerous years. He is always willing to help donate to different projects or needs of this community.

As Mayor, I fully support Wiregrass Brands' application for an Integrated Medical Cannabis License.

Sincerely,



Honorable Clay King

City of Alexander City – Dispensary – We have provided the ordinance authorizing the operation of a medical cannabis dispensing site within the City of Alexander City, adopted on October 17, 2022.

Ordinance 2023-04

**ORDINANCE NO. 2023-04**

**An Ordinance Authorizing the Operation of a Medical Cannabis Dispensing Site within the Corporate Limits of the City of Alexander City, Alabama**

**BE IT ORDAINED** by the City Council of the City of Alexander City, Alabama, as follows:

**WHEREAS**, on May 17, 2021, the Governor for the State of Alabama signed Darren Wesley 'Ato' Hall Compassion Act into law (the Act); and

**WHEREAS**, the Act provides for the medical use of marijuana for patients with a qualifying medical condition and a valid medical cannabis card; and

**WHEREAS**, a dispensing site may only be operated in a municipality if the municipality has passed an ordinance authorizing the operation of dispensaries within the municipality's corporate limits; and

**WHEREAS**, the Act authorizes and requires the Medical Cannabis Commission to heavily regulate dispensing site operation, (See, §§20-2A-50 - 20-2A-68, Code of Alabama), thus addressing any health, safety or welfare concerns for the citizens of the City of Alexander City; and

**WHEREAS**, the location of a dispensing site within the corporate limits of the City of Alexander City could bring employment opportunities for our citizens; and

**WHEREAS**, a dispensing site would be required to purchase a business license and pay sales tax to the City, thus increasing revenue.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALEXANDER CITY, ALABAMA**, that it authorizes the operation of dispensing site within the corporate limits of the City of Alexander City subject to any applicable zoning restrictions the City of Alexander City may adopt pursuant to §20-2A-51(c)(3).

**SECTION 2.** If any paragraph, section, subsection, or provision of this ordinance be declared invalid in a court of competent jurisdiction for any reason, it shall not affect the remainder of the ordinance as pertains to its validity or to other applications.

**SECTION 3.** Any ordinance or provisions of ordinances in conflict with the provisions of this ordinance are hereby repealed and rescinded insofar as they conflict with the provisions of this ordinance.

This ordinance will be published in compliance with Section 11-45-3, Code of Alabama 1975.

This ordinance shall become effective upon publication.

**ADOPTED AND APPROVED** this 17<sup>th</sup> day of October, 2022.

City of Anniston – Dispensary – We have provided the ordinance authorizing the operation of a medical cannabis dispensing site within the City of Anniston, adopted on November 1, 2022.

**ORDINANCE NO. 22-0-~~15~~**

**AUTHORIZING THE OPERATION OF MEDICAL CANNABIS DISPENSING SITES**

WHEREAS, in the 2021 session, the Alabama Legislature passed Act No. 21-450 legalizing and establishing a regulatory framework for medical cannabis;

WHEREAS, in doing so, the Legislature found that medical cannabis can successfully treat and alleviate the symptoms various medical conditions, as shown by medical research, and patients within the State of Alabama would benefit from the medical use of cannabis under a controlled setting per the supervision of a licensed physician;

WHEREAS, under Act No. 21-450, a dispensary may not be located and operated within a municipality without the approval of the governing body as evidenced by an ordinance authorizing dispensary sites within the municipality's corporate limits;

WHEREAS, the Council recognizes that the City of Anniston serves as a medical center for its citizens and those in surrounding communities, and the Council desires to allow patients within its jurisdiction full access to the medical treatments and medications deemed appropriate by the physician and allowed under the laws of the State of Alabama;

WHEREAS, the Council further recognizes that the business of a dispensary within the City would be subject to extensive regulation under state law, including regulations that should be expected to prevent any potentially negative impact of a medical cannabis dispensary, and the business of the dispensary will generate licensing and sales tax revenue that will further enhance the public benefit;

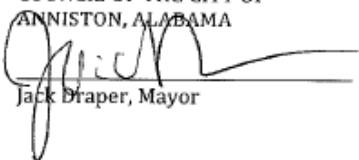
NOW THEREFORE, BE IT ORDAINED by the Council of the City of Anniston, Alabama as follows:

Section 1. In accordance with Ala. Code § 20-2A-51, the holder of a license granted by the State of Alabama, as authorized by Act No. 21-450, is hereby authorized to locate and operate within the corporate limits of the City of Anniston, Alabama subject to the provisions of Act No. 21-450, the regulations adopted pursuant thereto, and any local laws, ordinances, and regulations applicable to the business or operations.

Section 2. This Ordinance shall become effective immediately upon its adoption and publication one (1) time in The Anniston Star, a newspaper of general circulation published in the City of Anniston, Alabama. The City Clerk is hereby ordered and directed to cause a copy of this Ordinance to be published one time in said newspaper.

**PASSED AND ADOPTED** on this the 1<sup>st</sup> day of November, 2022.

COUNCIL OF THE CITY OF  
ANNISTON, ALABAMA

  
Jack Draper, Mayor

City of Enterprise – Dispensary – We have provided the ordinance authorizing the operation of a medical cannabis dispensing site within the City of Enterprise, adopted on November 1, 2022.

**ORDINANCE 10-18-22**  
**AUTHORIZING THE OPERATION OF MEDICAL CANNABIS DISPENSING SITES**

**WHEREAS**, in the 2021 Legislative Session, the State of Alabama Legislature passed Act No. 21-450 (sometimes referred to as the "Act") legalizing and creating a regulatory framework for medical cannabis; and,

**WHEREAS**, the Alabama Legislature made the following findings of fact:

1. "Medical research indicates that the administration of medical cannabis can successfully treat various medical conditions and alleviate the symptoms of various medical conditions."
2. "There are residents in Alabama suffering from a number of medical conditions whose symptoms could be alleviated by the administration of medical cannabis products if used in a controlled setting under supervision of a physician licensed in this state."
3. "Establishing a program providing for the administration of cannabis derivatives for medical use in this state will not only benefit patients by providing relief to pain and other debilitating symptoms, but also provide opportunities for patients with these debilitating conditions to function and have a better quality of life and provide employment and business opportunities for farmers and other residents of this state and revenue to state and local governments."

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

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

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

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Enterprise, Alabama, as follows:

**Section 1 – Authorization.** In accordance with Alabama Code §20-2A-51, a holder of a license granted by the State of Alabama pursuant to Act 21-450 is hereby authorized to operate a medical cannabis dispensing site within the corporate limits of the City of Enterprise subject to the provisions of Act 21-450 and any relevant provisions of the code, ordinances, resolutions, rules and regulations of the City of Enterprise.

**Section 2 – Other Rules, Regulations, etc.** The operation of dispensing sites within the corporate limits of the City of Enterprise is hereby authorized subject to any applicable zoning restrictions the City of Enterprise may adopt pursuant to §20-2A-51(c)(3), and such operations may be further subject to any other laws, rules, regulations, resolutions and/or ordinances which may exist or be hereafter adopted.


**Section 3. – Conflicting Ordinances/Resolutions.** All code sections, ordinances, resolutions, rules and regulations, or parts of the same, of the City of Enterprise, which are in conflict with this Ordinance, are to the extent of such conflict, hereby repealed. Otherwise, unless in such conflict with any said code, ordinance, resolution, rule or regulation of the City, or parts thereof, this Ordinance supplements the same.

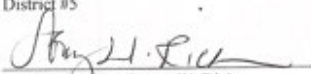
**Section 4. – Provisions Severable.** The provisions of this Ordinance are severable. If any section, subsection or provision shall be declared to be invalid or unconstitutional by judgment or decree of a court of competent jurisdiction, such judgment or decree shall not affect any other section, subsection or provision of this Ordinance.


**Section 5. – Effective Date.** This ordinance shall take effect upon its approval by the City Council, or upon its otherwise becoming law, but shall nevertheless be published as required by law.

Duly Passed and Adopted this 1<sup>st</sup> day of November, 2022.

COUNCIL:

  
Council President Turner Townsend  
District #5

  
Council Member Sonya W. Rich  
District #1





City of Phenix City – Dispensary – We have provided the ordinance authorizing the operation of a medical cannabis dispensing site within the City of Phenix City, adopted on November 15, 2022.

**ORDINANCE NO. 2022- 14**

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PHENIX CITY, ALABAMA, CHAPTER 46 – LICENSES, TAXATION, AND MISCELLANEOUS BUSINESS REGULATIONS, AND ADDING ARTICLE XVIII – MEDICAL CANNABIS**

**WHEREAS**, in the 2021 Legislative Session, the Alabama Legislature passed Act No. 21-450 (the “Act”) legalizing and creating a regulatory framework for medical cannabis; and

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

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

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

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

**WHEREAS**, the Act authorizes and requires the Medical Cannabis Commission to regulate dispensary operations, thus addressing any health, safety or welfare concerns for the citizens of the City of Phenix City; and

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

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

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

**NOW THEREFORE BE IT ORDAINED** by the City Council of the City of Phenix City, Alabama, that Chapter 46 – Licenses, Taxation, And Miscellaneous Business Regulations be amended by adding Article XVIII – Medical Cannabis.

**BE IT FURTHER ORDAINED**, in accordance with Alabama Code §20-2A-51, a holder of a license granted by the State of Alabama pursuant to Act No. 21-450 is hereby authorized to operate a medical cannabis dispensing site within the corporate limits of the City of Phenix City subject to the provisions of Act No. 21-450, any relevant provisions of the *Code of Ordinances* of the City of Phenix City and any applicable zoning restrictions the City of Phenix City may adopt pursuant to §20-2A-51(c)(3), *Code of Alabama*.

City of Tuscumbia – Dispensary - We have provided the ordinance authorizing the operation of a medical cannabis dispensing site within the City of Tuscumbia, adopted on December 19, 2022.

CITY OF TUSCUMBIA  
ORDINANCE No: 2022-1121

TO AUTHORIZE THE OPERATION OF MEDICAL CANNABIS DISPENSING SITES  
WITHIN THE CORPORATE LIMITS OF THE CITY OF TUSCUMBIA, ALABAMA.

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

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

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

WHEREAS, Act 2021-450 states that a dispensary licensee or intergraded facility licensee may not operate a dispensing site within a municipality unless the governing body of that municipality has authorized, by ordinance, the operation of dispensing sites within its jurisdictional boundary; and

WHEREAS, Act 2021-450 states that a program providing for the administration of cannabis derivatives for medical use in this state will not only benefit patients by providing relief from pain and other debilitating symptoms but will also provide opportunities for patients with debilitating conditions to function and have a better quality of life and provide employment and business opportunities to farmers and citizens; and

WHEREAS, the City Council believes it is in the public’s interest to authorize the operation of dispensing sites within the corporate limits of the City of Tuscumbia.

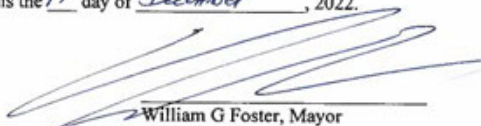
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TUSCUMBIA, ALABAMA,  
AS FOLLOWS:

1. The Tuscumbia City Council does hereby authorize the operation of medical cannabis dispensing sites by dispensary licensees and integrated facility licensees within the corporate limits of the City of Tuscumbia, Alabama; subject to any applicable zoning restrictions the City of Tuscumbia may adopt pursuant to §20-2A-51(c)(3).
2. The City Clerk or designee is hereby directed to forward a copy of this ordinance to the Alabama Medical Cannabis Commission within seven (7) calendar days after its adoption.
3. Each and every provision of this Ordinance is hereby declared to be an independent provision and the holding of any provision hereof to be void or invalid for any reason shall not affect any other provision hereof, and it is hereby declared that the other provisions of this Ordinance would have been enacted regardless of any provisions which might have been invalid.
4. This ordinance shall become effective upon its passage and publication as required by law.

ADOPTED BY THE CITY COUNCIL this the 19<sup>th</sup> day of December, 2022.

ATTEST:

  
Jo Ann Armstead, City Clerk/Treasurer

  
William G Foster, Mayor

**Notable Letters of Support for Our Medical Cannabis Operation**

Senator Josh Carnley, Alabama State Senate, District 31



**ALABAMA STATE SENATE**

Alabama State House  
11 South Union Street  
Montgomery, Alabama 36130-4600

Senator Josh Carnley, District 31  
PO Box 311082  
Enterprise, AL 36331

November 9, 2022

To Whom It May Concern:

I would like to recommend Mr. Bill Carr (Wiregrass Brands) of Enterprise, AL, a lifelong Alabamian, for an integrated medical cannabis license. Mr. Carr has a decades-long track record of operating many successful businesses throughout the state. Most notably, Bill is Co-Founder and Managing Partner of Carr, Riggs, and Ingram, CPAs and Advisors (CRI), a top 25 nationally-ranked, full-service accounting and advisory firm to more than 100,000 clients. Since 2018, he has operated a hemp company which has provided him and his management team with valuable experience in the cannabis industry.

Bill Carr's integrity is beyond reproach and he goes to great lengths to keep it that way. That kind of integrity is what we need in those chosen to operate the first medical cannabis companies in Alabama. We need people who will make patient-driven business decisions where patient outcome is more important than the business's income. In preparation, Mr. Carr has brought on an executive team with decades of experience in the legal medical cannabis industry to be set to deliver safe medicine to patients quickly after licenses are awarded.

I wholly support Mr. Bill Carr and Wiregrass Brands' application for an integrated medical cannabis license.

Sincerely,

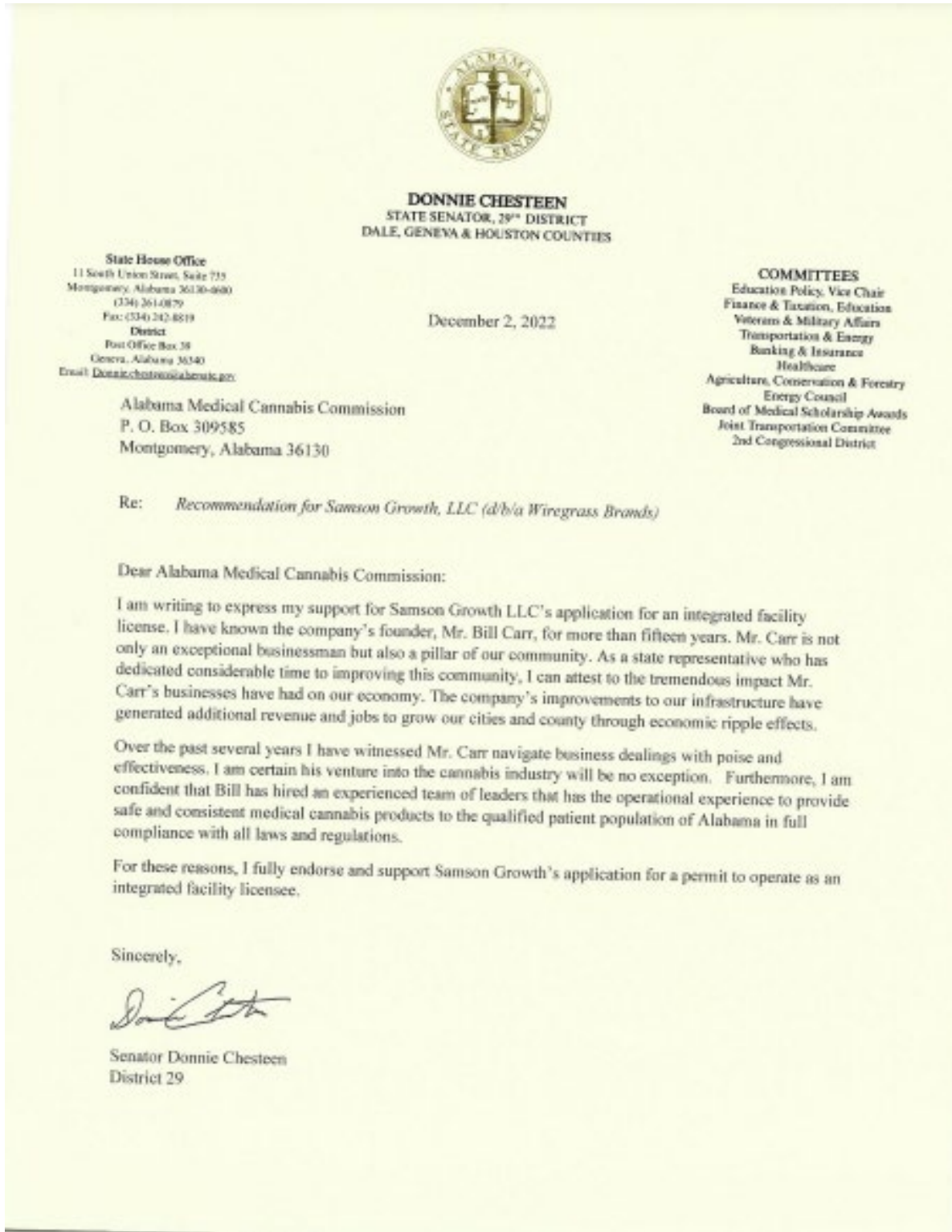
A handwritten signature in cursive script that reads "Josh".

Senator Josh Carnley

JCC/bt



Senator Donnie Chesteen, Alabama State Senate, 29<sup>th</sup> District



Representative Rhett W. Marques, Alabama House of Representatives, District 91



**ALABAMA  
HOUSE OF REPRESENTATIVES**

11 SOUTH UNION STREET, MONTGOMERY, ALABAMA 36130

**REP. RHETT W. MARQUES**  
DISTRICT 91  
105 MARSHWOOD PLACE  
ENTERPRISE, ALABAMA 36330

STATE HOUSE: 334-261-0473  
DISTRICT: 334-347-0946  
EMAIL: rhett.marques@alhouse.gov

December 28, 2022

Alabama Medical Cannabis Commission  
Attn: Director John McMillan  
P.O. Box 309585  
Montgomery, AL 36130

Director McMillan,

I am offering this letter in support of the application submitted by Mr. Bill Carr.

Mr. Carr has a long career of successfully contributing to business successes which, in turn, contribute to the successes of our city, county and the Wiregrass region as a whole by providing good paying jobs and serving as an economic driver in the area.

In preparation for this new business venture, Mr. Carr has taken preparation above and beyond what most would anticipate. He has onboarded a strong executive team who are experienced in the operations of a successful medical cannabis business so that he will be ready to safely produce and distribute medical cannabis to patients quickly and accurately, without issue of delay, once licenses are granted.

I believe that granting his application would result in a success for the legislation, the commission, the patients and for Southeast Alabama.

Thank you,

A handwritten signature in blue ink that reads "Rhett W. Marques".

Rep. Rhett W. Marques  
District 91

Dr. Jack Hawkins, Jr., Chancellor of Troy University

Office of the  
Chancellor  
  
216 Adams  
Administration  
Building  
Troy, Alabama  
36082  
  
334-670-3200  
334-670-3774 FAX



December 19, 2022

Alabama Medical Cannabis Commission  
Post Office Box 309585  
Montgomery, AL 36130

RE: William H. Carr and Troy University

To Whom It May Concern:

Please consider this letter as my strongest personal endorsement of Mr. William H. "Bill" Carr. Mr. Carr and Troy University enjoy a longstanding relationship born of mutual respect. Troy University appreciates Bill's many contributions to the University community and to our region as a whole.

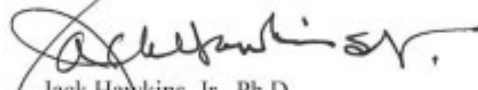
Bill is one of our University's most generous supporters. In fact, our School of Accountancy was named after Bill this fall to commemorate the relationship between him, his accounting firm, and the School that has blossomed over the past 30 years.

Bill has built his accounting firm of Carr Riggs & Ingram into a top-25 accounting firm with more than 100,000 clients. CRI, which is based in Enterprise, Alabama, has offices in 11 U.S. states ranging from New Mexico to North Carolina.

I know Bill both personally and professionally. He has created internships and full-time employment opportunities for many Troy University students and graduates. Hundreds of TROY alumni owe their professional success to Bill Carr.

I offer this testimony without reservation. Bill Carr is an exceptional businessman who possesses acumen and integrity.

Sincerely,



Jack Hawkins, Jr., Ph.D.  
Chancellor of Troy University



Mayor Mark Blankenship, Mayor of Ozark, Alabama



**EXECUTIVE DEPARTMENT**

275 N. Union Avenue  
Post Office Box 1987  
Ozark, Alabama 36361  
Telephone: 334-774-3300  
FAX: 334-445-1317  
mayor@ozarkal.gov

**MAYOR**  
Mark Blankenship

**CITY CLERK/  
PERSONNEL OFFICER**  
Denise Strickland

**FINANCIAL OFFICER**  
Chris Peters

**COUNCIL MEMBERS**  
Leah Harlow  
Les Perault  
Winston Jackson  
Brenda Simechak  
Stanley Enfinger

Honorable John McMillan, Director  
Alabama Medical Cannabis Commission  
P. O. Box 309585  
Montgomery, Alabama 36130

Dear Mr. McMillan:

I am writing you as an elected official in the Wiregrass for the purpose of attesting that Bill Carr's investment in our area has had a positive economic impact.

I am currently Mayor of the City of Ozark and the past-Chairman of the Dale County Commission. Fort Rucker is located in Dale County, with access points in neighboring Coffee County, where the Carrs reside. I know Bill due to the necessary collaboration, sometimes competition, between our hometowns and by his reputation as an honest and successful business owner.

Bill has invested resources heavily in the region over decades to build from scratch businesses from which thousands of jobs have been created. As his companies have grown to global scale in their respective industries, so have the career opportunities for the people of our area. At present, he is responsible for 200 jobs in Ozark directly through the businesses he has opened here. Ozark Striping Company, which he sold last year, has scaled as a mainstay in road construction and maintenance doing work across the country that in some instances it is strategically positioned to be exclusively qualified to do. Its headquarters in Ozark has invited people with world class business acumen to build their lives here and put faith in our local workforce. Trailer World is another example of his investment in Ozark, which is a retail establishment generating a sales tax footprint valuable to our area. Additionally, many Ozark residents are employed by or rely on the services of his accounting firm Carr, Riggs and Ingram - one of the 15 largest CPA firms in the country - headquartered in neighboring Enterprise. The professional expertise of his team have given farmers, trucking companies and defense contractors in our area the tools to take their offerings to the global market.

Those businesses provide job opportunities of a magnitude as challenging and demanding as one can find anywhere in the world. Not only do they present job opportunities at present, but the businesses' deep roots in the community give people born and raised here a solid reason to return home after college to raise their own families and build their careers ambitiously as they would in bigger cities.

As we host people from all over the world called to Fort Rucker for the U.S. Army's main helicopter training school, our community is positioned to support them in turn because of the non-military economic investments made here attracting and keeping quality people in our community. Bill Carr's investment in the area has brought and kept good people in Ozark and we are better as a community for the jobs he has created.

Sincerely,

Mark Blankenship  
Mayor of Ozark

Sheriff Tony Helms, Sheriff of Geneva County, Alabama

**DANNY STALEY**  
CHIEF DEPUTY

**TONY HELMS**  
SHERIFF  
**FRANCES HELMS**  
ADMINISTRATIVE ASSISTANT

**PAM GILLEY**  
RECORD CLERK



**OFFICE OF SHERIFF**

P.O. BOX 115 • 200 N. COMMERCE STREET • GENEVA, ALABAMA 36340  
PHONE (334) 684-5660 • FAX (334) 684-5666 • JAIL (334) 684-5670

Date: 11/2/2022

Dear Sir(s) and/or Madam(s),

By way of introduction, I am Tony Helms, Sheriff of Geneva County and have been in Law Enforcement in Geneva County for over 40 years.

I would like to take a few moments of your time to personally recommend Bill Carr. I have been familiar with Bill Carr for over 40 years. Bill Carr is known for being a very honest and astute businessperson.

He has always been incredibly open with and cooperated with Law Enforcement whenever needed.

He has an impeccable reputation in the community and expects all his employees to maintain the same reputation.

During my LE career in Geneva County I have never had a complaint, or any accusations made about Bill Carr's private life or business ventures. I fully expect that our relationship will continue in the future.

Thank you for your time, if I can be of further aid, feel free to contact me at any time, please do not hesitate.

Respectfully,

Tony Helms  
Sheriff



Mayor Clay King, Mayor of Samson, Alabama

MAYOR  
Clay King

COUNCIL  
Roger Baine  
Ronald Davis  
Ed Janasky  
Barbara Simmons  
Queen Fitzpatrick

**City of Samson**  
16 East Main Street  
Samson, Alabama 36477  
Phone: 334-898-7541  
Fax: 334-898-2955

CITY CLERK  
Michelle Flanery  
CITY ATTORNEY  
Jeff Hatcher  
CHIEF OF POLICE  
Jimmy Hill  
CITY SUPERINTENDENT  
Earl Johnson  
FIRE CHIEF  
Jeff Lowery  
COURT CLERK  
Cecil Sanders  
RESCUE CAPTAIN  
Mark Day

December 6, 2022

RE: Wiregrass Brands Application for an Integrated Medical Cannabis License

Dear Sir/Madam:

As the Mayor of Samson, Alabama, for the past 30 years, and with the support of the City Council, I would like to express our sincere support for Mr. Bill Carr and Wiregrass Brands' application for an Integrated Medical Cannabis License. As a lifelong Alabamian, Bill Carr has a decades-long track record of operating multiple successful businesses throughout Alabama. Most notably, Mr. Carr is co-founder and managing partner of Carr, Riggs, and Ingram, CPA and Advisors. As you are aware, Carr, Riggs, and Ingram is in the top 25 nationally ranked, full service accounting and advisory firm to more than 100,000 clients.

We are proud to say, Mr. Carr was born and raised in Samson, Alabama, and has chosen Samson as his headquarters and principle place of business for Carr Farms. Further, a vital part of the farming operation in the Geneva County area has been growing and processing hemp for the past few years. The farming and processing of hemp has given Mr. Carr and his management team vast experience in the cannabis industry. Likewise, Mr. Carr has formed an executive team with decades of experience in the legal medical cannabis industry in an effort to deliver safe medical quality cannabis for patient use as directed by the medical community.

It is my opinion Mr. Bill Carr's integrity is beyond reproach. The citizens of Samson have on numerous occasions witnessed the great lengths Mr. Carr has pressed to improve the economic impact of this community. Mr. Carr has donated the money for Samson High School's girls' basketball state championship rings numerous years. He is always willing to help donate to different projects or needs of this community.

As Mayor, I fully support Wiregrass Brands' application for an Integrated Medical Cannabis License.

Sincerely,



Honorable Clay King

**Exhibit 13 - Business Plan**

**Verification**

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

William H Carr

Printed Name of Verifying Individual

Founding member/owner

Title of Verifying Individual



Signature of Verifying Individual

12/29/22

Verification Date

## **Introduction – Business Plan**

We plan to support medical cannabis patients and the public welfare by opening a vertically integrated licensed cannabis business in the State of Alabama. The owner of our company grew up in the very town where we plan to situate our cultivation and manufacturing facility, Samson. Many of our employees are also from the area, illustrating our commitment to empowering and investing in our Alabama community. Indeed, our owner has several businesses in the area, most recently including successful hemp farming and processing businesses. For this medical cannabis venture, we have brought in cannabis experts, who have across-the-board stellar compliance records. Together, our team is exceptionally qualified to, passionate about, and eager to help Alabamians in need receive medical cannabis products that we hope will improve their lives.

We aim to obtain an Integrated Facility license to operate what we hope will be Alabama's premier vertically integrated medical cannabis operation, entering the market at the onset of medical legalization. We recognize this will not be an easy endeavor. Our business has thoroughly prepared for the challenges inherent in operating an Integrated Facility, and we will operate compliantly and with meticulous attention to detail to provide safe medical cannabis products for the patients of Alabama.

### **13.1 — Business Structure and Plan for Adherence to Applicable Corporate Conventions**

Due to the concerted efforts of our savvy business and legal team, our business structure is clearly defined, and we are well-situated to adhere to applicable corporate conventions. Ala. Admin. Code r. 538-x-3-.05-.3m.15.a. Our company is an Alabama business founded by our experienced owner who is passionate about helping other Alabamians like himself. With a team of seasoned business and community leaders and passionate locals, we plan to open a 50,016 square foot cultivation and processing facility to sell a curated variety of medical cannabis products that cater to our patients. Our company is structured as an Alabama limited liability company ("LLC") to protect our owner 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.

Adherence to Corporate Conventions

As an LLC, our business is a pass-through entity, and we will file as such 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 corporate conventions.

**13.2 — Business Goals**

Our owner and leaders have distilled and clearly defined our business goals for now and into the future, including specific 3-year and 5-year plans, as well as our long-term strategy. 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. These will motivate us to achieve them while also not being so unobtainable we are overburdening our employees and producing inferior work products and services. We also know that our goals must be measurable and time-constrained to provide actionable metrics with which to track our progress. 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.

One-Year Goals

Alabama Code §36-12-40 (Proprietary)

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Alabama Code §36-12-40 (Proprietary)

[Redacted text block]

Three-Year Goals

Alabama Code §36-12-40 (Proprietary)

[Redacted text block]

Five-Year Goals

Alabama Code §36-12-40 (Proprietary)

[Redacted text block]

Long-Term Strategy and Expansion Plan

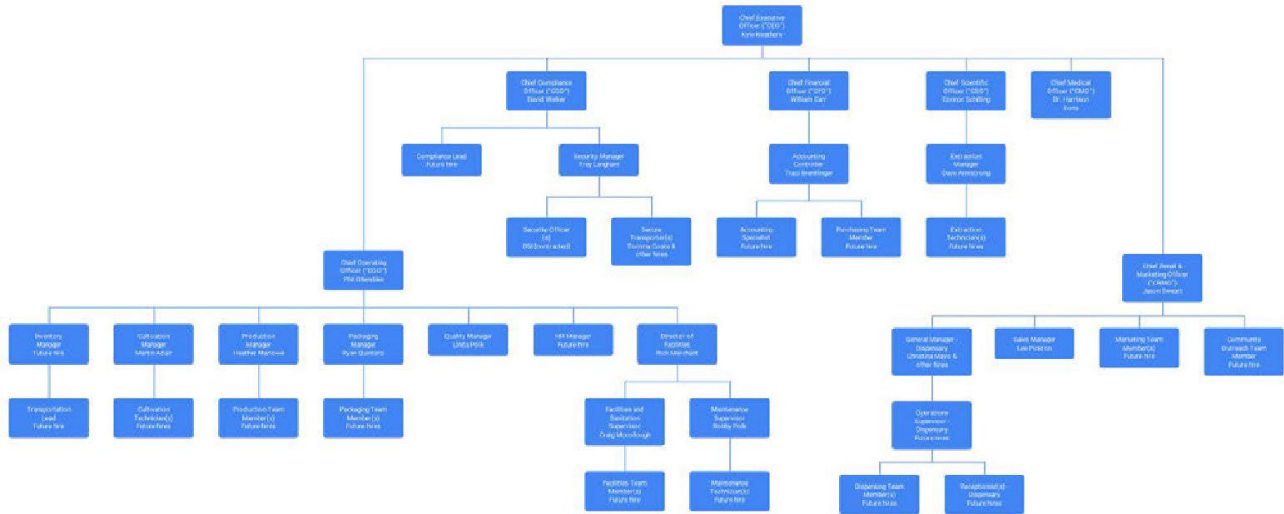
Alabama Code §36-12-40 (Proprietary)

[Redacted text block containing multiple paragraphs of blacked-out content]

**Alabama Code §36-12-40 (Proprietary)**

**13.3 — 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.



**13.4 — 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-.3.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.

Chief Executive Officer (“CEO”): The CEO plans and directs all aspects of the organization's strategies, objectives, initiatives, and policies. 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. This role is responsible for the attainment of short- and long-term financial and operational goals. This person will lead and direct the activities of our operations including: quality assurance and control, safety and security, state regulatory compliance, human resources, patient service, operations,

financial, and product development; promotes our company values and ethical business practices; provides complete oversight of all branches of the company; builds, establishes, and strengthens the leadership team. Minimum of a bachelor's degree or ten years related experience or equivalent combination of education and relevant experience. Demonstrated leadership and ability to communicate effectively orally and in writing. Keen understanding of medical cannabis laws and regulations.

Chief Operations Officer ("COO") - Reports to CEO: The COO manages operations, including development of SOPs and staff training programs that are responsive and adaptable based on compliance with applicable law. Similar qualifications as CEO. 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. Implements preventative measures for uninterrupted production and efficiency improvements.

Chief Compliance Officer ("CCO") - Reports to CEO: 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. Qualifications include experience in legal compliance. Monitors regulatory updates to ensure all SOPs are compliant with local, state, and applicable federal regulations; Audits all company inventory, systems, and reports for accuracy and consistency; Ensures systems and processes for record retention, reporting, and maintenance are compliant.

Chief Financial Officer ("CFO") - Reports to CEO: The CFO is responsible for all financial activities including building the core financial practices to meet the needs of the company's expanding operations. Qualifications are to have an extensive financial background. Our CFO will also obtain and manage all accounting personnel and third-party accounting, tax preparation, and financial services vendors. Oversees all financial functions of the company, including company and departmental budgets, and audits work of the Accounting Controller and Accounting Specialist for accuracy and consistency.



Chief Retail and Marketing Officer ("CRMO") - Reports to CEO: The CRMO will guide our dispensing retail, marketing, advertising, and public relations in compliance with all relevant laws. The CRMO works to manage and maintain our brand and company image, oversees all dispensary retail operations, devise marketing strategies, create advertising materials, drive traffic and sales, and oversee content creation. The CRMO is also responsible for all messages and communications to the public about the business itself or statements to the press, especially concerning recall or other sensitive situations.

Chief Scientific Officer ("CSO") - Reports to CEO: The CSO supports the company with extraction and formulation expertise, aiding in scientific processing and ensuring quality in our manufactured products. Qualifications include history of similar role. The CSO will also assist in staff training programs, operational best practices, patient educational materials, and knowledge transfer of how medical cannabis is processed. They will stay up to date on new research into cannabis science and methods.

Chief Medical Officer ("CMO") - Reports to CEO: The CMO provides medical expertise to the company to guide research and development of products, aid in creation of patient educational materials, and support staff training programs. The CMO will advise company leadership of significant medical and industry advancements relevant to operations. The CMO is focused on patient care and the wellbeing of patients. Qualifications include medical degree and history of direct patient care. The CMO works with Dispensary staff to provide information about types of cannabis products, methods of consumption, contraindications, and side effects.

Accounting Controller ("AC") - Reports to CFO: The AC is responsible for the examination, preparation, and audit of all financial records for accuracy, compliancy, and timeliness. Prepares asset, liability, and capital account entries by compiling and analyzing account information. Summarizes current financial status by collecting information, preparing balance sheet, profit and loss statement, and other reports. Reconciles financial discrepancies by collecting and analyzing account information.

Inventory Manager ("IM") - Reports to COO: The IM is responsible for overseeing daily inventory operations. The Inventory Manager creates and implements processes, protocols, and key performance indicators associated with inventory management to ensure inbound and outbound inventory workflow meets daily sales and operational demands. Inputs

arriving purchase orders into the State Seed-to-Sale Inventory Tracking System; Audits inventory for accuracy; Investigates, corrects, and reports inventory discrepancies encountered throughout daily operations.

Cultivation Manager (“CM”) - Reports to COO: The CM oversees the cultivation facility processes to achieve production goals and company objectives while staying compliant with regulations and maintaining employee safety. The Cultivation Manager creates SOPs 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. 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.

Extraction Manager (“EM”) – Reports to CSO: The EM oversees the management of the extraction and processing operations and ensures the facility produces medical cannabis extracts and product inputs that meet the company’ quality and consistency standards. The EM creates the SOPs to maximize the efficiency of our extraction processes and maintains the safety and quality of our products. Additionally, the EM trains and manages Extraction Technicians, identifies improvements in our extraction layouts and processes, and ensures products meet quality standards, are uniform and consistent, and pass testing.

Production Manager (“PM”) - Reports to COO: The PM oversees the management of the production and manufacturing operations and ensures the facility produces medical cannabis products that meet the company’s quality and consistency standards. The PM creates the SOPs to maximize the efficiency of production processes and maintain the safety and quality of our products. The PM trains and manages Production Team Members, oversees research and development to formulate new products, designs production space layout and equipment choices, and ensures products meet quality standards, are uniform and consistent, and pass testing.

Packaging Manager (“PaM”) - Reports to COO: The PaM is responsible for creating SOPs for packaging and labeling of cannabis products. The PaM helps to maintain a clean work environment to preserve the integrity of the products being packaged. Additionally, the PaM is responsible for making sure all orders are processed in an orderly manner with efficiency

and accuracy, creates packaging and labeling processes and procedures based on regulatory requirements and safety, quality, and sanitation regulations, and sanitizes, calibrates scales and equipment to ensure accuracy/consistency.

Quality Manager (“QM”) - Reports to COO: The QM is responsible for the quality and consistency of all products and processes by establishing and enforcing quality standards in accordance with Alabama law and SOPs set internally. The QM develops and carries out policies and procedures for testing materials and product and is responsible for oversight of all quality testing procedures and implementation. The QM gives final approval for each batch to be released for sale to patients. The QM is responsible for root-cause investigations relating to deviations from SOPs or batches that fail testing requirements. Additionally, the QM maintains staff performance by coaching, counseling, planning, monitoring, and appraising job results, and serves as a resource for administration and management teams for policy and procedure updates and training.

Human Resources Manager (“HRM”) - Reports to COO: The HRM plans, directs, and coordinates the administrative functions of the organization. The HRM oversees the recruiting, interviewing, and hiring of new staff; training of staff; consults with top executives on strategic planning; and serves as a link between an organization's management and its employees. The HRM is also responsible for supervising and providing consultation to management on staffing plans; compensation; benefits; training and development; budget; and labor relations. The HRM recruits and hires qualified staff to fill roles necessary for company growth and success, delivers new hire orientation and coordinates onboarding paperwork, and promotes good workplace practices for employees during onboarding and throughout employee's tenure. The HRM manages records of employee evaluations, time off requests, pay periods, staff attendance, and other employee administrative work functions.

General Manager - Dispensary (“GMD”) - Reports to CRMO: The GMD will plan and manage all aspects of day-to-day dispensary operations including managing personnel; training staff in sales and customer satisfaction; inventory control; and, handling the daily procedures of all store-related matters, all while adhering to strict state and local guidelines and regulations. The GMD will communicate with all levels of the organization to implement and maintain protocols, policies, and procedures in accordance with company standards. The GMD will serve as the key point person between Executive Team members and non-

managerial role personnel on dispensary-related operations in the business. The GMD supports all retail management staff to achieve sales and service goals and executes changes to dispensary operations and see they are completed by necessary staff members. The GMD will offer, at a minimum, quarterly updates to the Executive Team on changes, improvements, or setbacks seen in dispensary operations, and reports to the executive team about retail trends, inventory needs, sales, and staff performance.

Operations Supervisor - Dispensary (“OSD”) – Reports to GMD: The OSD assists the GMD in day-to-day operations, including managing personnel; inventory control; and handling the daily procedures of all store-related matters. The OSD will partner closely with the GMD, as there will be role sharing depending on the allocated shift times for the position. The OSD will report about retail trends, inventory needs, sales, staff performance, needed changes, needed improvements, or setbacks seen in dispensary operations to the GMD.

Sales Manager (“SM”) – Reports to CRMO: The SM oversees the selling, relationship building, and market penetration of our manufactured products to non-owned and operated facilities. The SM educates buyers on our product lines, assists with initial scheduling of order needs, creates initial purchase orders, and supports logistical needs that the buyer may specifically have. The SM will be a prime educator of our brand, mission, and products to the marketplace, patients, and other companies. The SM will report sales metrics, performance, and potential improvements to the Executive Team. Additionally, the SM will communicate changes in market trends, to assist the Executive Team in corporate strategy.

Security Manager (“SeM”) - Reports to CCO: The SeM protects assets, ensures facility security, and oversees staff security training to create a safe working environment and protect the community. The SeM works with our physical security partner, DSI, as well as our cybersecurity partner, Cure8. The SeM: Creates security SOPs and protocols to maintain compliance with state and local regulations with the goal to achieve zero losses from diversion or criminal activity; Oversees the design and implementation of our comprehensive security plan, which includes both selection/placement of technological assets as well as personnel; 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.

Director of Facilities (“DF”) – Reports to COO: The DF oversees the facility infrastructure, resiliency, new projects, maintenance, and sanitation of all facilities within our company operation. The DF oversees the equipment maintenance at the cultivating and processing facility to ensure that machinery and equipment is well-maintained and operational. The DF oversees sanitation at all facilities to ensure that work and retail spaces are cleaned to a high standard, creating an enjoyable experience for patients when visiting. The DF will ensure compliance of facilities for fire codes, hazardous location operations, building codes, and environmental initiatives of our operations.

### **13.5 - Job Descriptions of All Non-Managerial Employee Positions**

Here 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.

Accounting Specialist (“AS”) – Reports to AC: The AS supports the AC and the company for accounting functions of all facilities within our company operations. The AS will be responsible for accounts payable and accounts receivable posting and responsible to ensure are both in good standing. The AS will assist the AC with financial audits, record-keeping, ledger management, accounting entries, vendors, invoicing, and financial reporting.

Purchasing Team Member (“PTM”) – Reports to AC: The PTM oversees the purchasing operations for the cultivating and processing operation and works closely with management to determine inventory level and needs of their respective departments. The PTM will work with vendors to establish strong relationships for purchasing to ensure supply chain resiliency, appropriate levels of inventory, competitive pricing, and lead time management.

Transportation Lead (“TL”) – Reports to IM: The TL oversees the order fulfillment activities when we receive an order to distribute products. The TL will receive purchase orders, quarantine inventory, create manifests, transfer inventory, and give directions to the Secure Transporters. The TL will oversee the rejecting/returning of any manifests/orders. The TL will input all activities into inventory recording and Statewide Seed-to-Sale Tracking System.

Compliance Lead (“CL”) – Reports to CCO: The CL implements policies and procedures that will ensure state compliance among all company facilities. The CL assists with inventory tracking and adjustments from a regulatory perspective, monitors any regulatory changes and guidance updates delivered by the AMCC, and will perform audits on product-labeling,

inventory storage, product transfers, and internal policies and procedures.

Cultivation Technician (“CT”) — Reports to CM: The CT performs horticulture best practices created and implemented by the CM to maintain the crop of living plants in all stages of growth from propagation to harvest. CTs ensure plant health and prevent disease/pest infestation by adhering to all sanitation procedures and prescribed cultivation and IPM practices. CTs: Follow approved nutrient and watering schedules; Perform plant care techniques; Report pest or plant health issues to the CM; and record all actions taken to care for plants and data about the life cycle of the plants and supply usage in the facility.

Extraction Technician (“ET”) — Reports to CSO: The ET completes daily operations of the extraction laboratory based on the SOPs created specific to our processes. ETs maintain the safety of the designated work area by keeping the areas sanitary and not straying from company extraction protocols. Performs extraction processes and techniques, including preparation, extraction, purging, decarboxylation, weighing, packaging, and labeling, and recording data for all used plant material, extractions, and waste for submission to the IM.

Production Team Member (“PTM”) – Reports to PM: The PTM prepares and manufactured infused products for the purpose of distribution as final goods. The PTM may be involved in the production of non-sugarcoated gelatinous cubes, tablets, tinctures, or topical creams. The PTM retains the quality of regulated products during the production and manufacturing in accordance with regulatory requirements and prevents contamination by adhering to all safety and sanitation requirements. The PTM maintains lot information and batch records.

Packaging Team Member (“PaTM”) – Reports to PaM: The PaTM will prepare, and package harvested plant material, extractions, and/or medical cannabis products for distribution to other licensed facilities or for sale to patients and caregivers using state-compliant packaging. The PaTM retain the quality of regulated products during packaging and proper labeling, and adhere to packaging and labeling policies and procedures to retain maximum quality. The PaTM record all actions taken and submits recorded information to the PaM.

Dispensing Team Member (“DTM”) – Reports to OSD: The DTM will have the most in-depth patient-facing responsibilities in our organization. To that end, they will be responsible for educating patients and caregivers on products and services offered, monitoring visitors and their behavior to ensure compliance with our safe and healthy workplace policies, and under the supervision of the Certified Dispenser, confirm that the patient or caregiver holds a valid,

current, unexpired, and unrevoked medical cannabis card, and that the dispensing of medical cannabis conforms to the type and amount recommended in the physician certification, and that the amount recommended will not exceed the 60-day daily dosage purchasing limit. Ala. Admin. Code r. 538-x-8-.03.05; and maintain proper flow of customers throughout the facility, ensuring customers are only permitted to enter into designated areas of the facility which they are intended to be in.

Receptionist (“RC”) - Reports to OSD: The RC will have a substantial role in patient facing responsibilities in the facility. They, alongside Security Officers, will serve as the first level of screening for individuals wishing to enter the premises. They will also serve as some of the first individuals who patients and caregivers will interact with at the facility. The RC will answer any questions patients or prospective patients may have and direct them to the necessary personnel or resources available.

Marketing Team Member (“MTM”) – Reports to CRMO: The MTM will oversee social media, online marketing platforms, marketing campaigns, and creative assets to clearly convey our brand strategy and enable sales while creating traffic at our owned dispensaries and to non-owned dispensaries. The MTM will create point-of-purchase and digital assets to educate patients and buyers of our product capabilities and the benefits that can be derived from our medical cannabis. The MTM will create and maintain product menus and displays for real-time accuracy and timeliness of pricing. The MTM will interact with any vendors used for marketing or creative services efforts.

Community Outreach Team Member (“COTM”) - Reports to CRMO: The COTM connects the company with community members, customers, advocacy organizations, industry groups, legislators, and regulators. The COTM 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 Community Outreach Team Member: Attends key events and meetings within the community to represent the company and share learnings from events to help further develop community engagement.

Security Officers — Reports to SM (contracted by DSI) - Security Officers are responsible for maintaining the security and compliance of the facility, protecting company assets, and creating a safe working environment for all staff and others by physically securing the

facility, overseeing visitors, preventing diversion, and any other crimes or misconduct. Security Officers work under the guidance and SOPs created by the Security Manager. Security Officers coordinate with local law enforcement and the SM as needed.

Facilities and Sanitation Supervisor (FSS) – Reports to DF – The Facilities and Sanitation Supervisor is responsible for managing the daily task allocation to the Facilities Team. They will also develop with assistance from the DF the facility recurring cleaning schedule, checking cleaning sign-off sheets, and addressing any observed or reported issues in real-time. If the DF is not on site, the FSS may be required to be on call after-hours to address facility emergencies should they arise. The FSS will operate in both the capacity as a supervisor and front-line “doer” when they observe things in disrepair.

Facilities Team Members – Reports to FSS – The Facilities Team Members are critical to maintaining our operations. Sanitation is an unending task, and to be successful, Facilities Team Members must take direction well, and seek out tasks to maintain the sanitation of the facility and level of cleanliness demanded at our facility and outlined in our SOPs.

Maintenance Supervisor - Reports to DF (MS) - The MS will support the DF in developing a recurring schedule for all repairs and maintenance of equipment in the cultivation, processing, and secure transport operations. The MS will operate in both the capacity as a supervisor and front-line “doer” when they observe things in disrepair.

Maintenance Technician (MT)– Report to Maintenance Supervisor (MS) - The role of an MT may vary greatly based in individual skillsets, criticality of maintenance tasks, and ongoing projects. To be successful in the role, MTs should take great pride in maximizing operational uptime of our facility and work with diligence to ensure we are performing routine maintenance of our property, plant, and equipment.

Secure Transporter (ST)– Reports to the Security Manager (SM) –The Secure Transporter will be responsible for performing a quality control check of all products that will be transported in the Secure Transport Vehicle with the assistance of another qualified individual. At all times the ST will comply with all regulations as set forth by the AMCC, and operationally as described in the Driver’s Manual.

## **13.6 - Executive Summary**

### **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 revolve around making medical cannabis products affordable and available to patients.

While the Mission Statement may be more grounded and highlight our processes and practical approaches to business, our Vision Statement identifies our overarching aims and aspirations, what we strive to achieve. We anticipate both will remain consistent throughout the first three and five years of operation, but we will address any changes which are called for as we grow and mature as a business over time.

<p><u>Mission:</u></p> <p>Our aim is to provide customer value by creating cannabis products that are low-cost, consistent, and reliable.</p>
<p><u>Vision:</u></p> <p>Our vision is to be the largest cannabis company in Alabama in market penetration and volume sold and leverage our company for the betterment of patient wellbeing.</p>

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 as a medical cannabis business in Alabama is to provide quality and professionalism while creating a safe, comfortable atmosphere that exemplifies patient care, education, honesty, and transparency at the deepest level.

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 the CEO, COO, CFO, CCO, CSO, CRMO, and CMO:

Our owner and CFO is from Samson, Alabama, the very town where we will place our cultivation and manufacturing facility, if approved. Starting from humble roots, he has grown multiple companies to employ many Americans, from Alabama and across the nation. Our sod farming, hemp farming, and hemp processing facilities already employ many people in

the Wiregrass region. Starting and growing so many businesses has taught our owner that a strong team is necessary for a successful company, so he has brought together a team with wide-ranging and deep experience for their respective roles.

Our CEO most recently spent years growing a state-regulated cannabis operation in Michigan to over 200 employees. In his first year there, he tripled gross revenues and created a 13x increase in EBITDA. Since receiving his B.S. in Finance from Louisiana Tech University, our CEO has strived to improve bottom lines through creating lean, consistent processes that he delegates and oversees to great effect. He has a passion for exceeding expectations by improving efficiencies, strategies, and corporate initiatives.

Our COO is currently employed at our owner's hemp operation as COO/Interim CFO. Prior to that role, he was the National Director of Finance at a large cannabis operation, where he led the integration of an acquired entity including asset review, vendor consolidation, contract renegotiations, asset and licensure transfer and reapplication at the city, county, and state level in accordance with all applicable regulations. He is known for strategizing with senior leadership and translating ideas into defined objectives and quantifiable deliverables.

Our Chief Compliance Officer ("CCO") spent 25 years in the FBI, rising to Special Agent in Charge ("SAC") – New Orleans Division, a position he held for four years. He has gone on to hold a variety of positions, including running internal affairs (work he continues to do), preventing fraud as the 'Director – Fraud, Waste and Abuse' at both the Deepwater Horizon Economic and Property Damage Settlement Trust and at the Plexos Group – FEMA – Emergency Home Repairs Virgin Islands. He prides himself on his history of working collaboratively with multiple agencies, disciplines, and business groups to achieve goals in risk management by leveraging resources effectively and efficiently.

Our Chief Retail & Marketing Officer ("CRMO") is a veteran who has gone on to co-found and be the Director of the SC Veterans Alliance, Inc. This organization provides free medical cannabis to low-income veterans in Santa Cruz County, California. Prior to this laudable work, he managed retail store operations for a local gardening store, where he doubled store sales after his first year of being promoted to manager, as well as improved customer relations within the community.

Together, we are bringing 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 in Alabama.

### Business Style and Philosophy

Our business style relies on a culture of compliance and patient focus. From the very first training, we will instill attention to and appreciation of regulatory and safety requirements throughout our staff. From the time of hiring and initial training and throughout employment, we will continuously reiterate the importance of 100% compliance to our staff members. We will also create a reward program for compliant actions and institute a support system for anonymous compliance issues. We will encourage staff to suggest all ideas they have for making our patients' lives more fulfilling, and always as safe as possible.

Our business philosophy is our company's set of guiding principles and is derived from our experience farming the lands of Alabama over the last decades and running a plethora of highly regulated businesses compliantly. Our business philosophy is—unembellished—to maximize outcomes. We aim to keep things simple and provide a consistent and direct process that does not overcomplicate our business model. We encourage all employees to constantly think of how we can improve our process with the goal to be efficient with our decisions that directly benefit patients in a cost-effective and transparent experience. Our business philosophy is built on the foundation of our Mission and Vision Statements, which focus on conscious pricing, quality, and reliability. Also, we wanted our business philosophy to be motivational, action-oriented, and medically focused.

### Key Personnel

Our key personnel include our owner, 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 and they include the CEO, COO, CFO, CCO, CRMO, CMO, Director of Facilities Accounting Controller, Inventory Manager Security Manager, Quality Manager, Cultivation Manager, Extraction Manager, Production Manager, and Packaging Manager.

### Facility Locations and Functions

Our facilities are in ideal locations to support medical patients and the community. Our owner and organization placed an intentional focus on locating dispensing sites that were not located in major-metropolitan areas (Huntsville, Montgomery, and Birmingham). Our owner has historical roots in the smaller towns of Alabama, and we wanted to continue this mindset through representation of our dispensing sites.

- Our cultivation and processing facility is located at LAT: 31.11, LON: -86.07 - it is farmland so there is no formal address yet however it is located in Samson, Alabama on a 32-acre parcel which is in a remote part of town.
- Our dispensaries are located at:
  - Alexander City - 708 Commerce Drive, Alexander City, Alabama 35010 - GPS (Latitude 32.93, Longitude -85.96)
  - Anniston - 1544 Greenbrier Dear Rd, Anniston Alabama 36207 – GPS (Latitude 33.62, Longitude -85.80)
  - Enterprise - 621 Boll Weevil Circle, Westgate Shopping Center, 31B, Enterprise, Alabama 36330 – GPS (Latitude 31.31, Longitude -85.83)
  - Phenix City - 3604 Highway 431 N, Phenix City, AL 36867 – GPS (Latitude 32.49, Longitude -85.04)
  - Tuscumbia – 1404 E Avalon Ave, Suite WB, Tuscumbia, AL 35674 – GPS (Latitude 34.74, Longitude -87.68)

### **13.7 - Description of Products and/or Services**

In passing the Act, the Alabama Legislature recognized that “[t]here are residents in Alabama suffering from a number of medical conditions whose symptoms could be alleviated by the administration of medical cannabis products if used in a controlled setting under the supervision of a physician licensed in this state.” Ala. Code § 20-2A-2(3). To effectuate that vision, licensed businesses must create and provide a variety of consistent and effective medical cannabis products authorized under Alabama law to serve the medical cannabis patients of Alabama. That is our company mission, to bring these crucial products to our

fellow Alabamians. We will cultivate, process, transport, dispense, and have tested the following products at our facilities. As requested, we have included projected pricing data; actual (or projected) product lifespan; projected benefits to consumers; patents, if any; and proprietary technology, if any. Ala. Admin. Code r. 538-x-3-.05.03.m.15.g.

### Products and Services

We intend to procure and offer Alabama patients a selection of medical cannabis products identified by the Darren Wesley ‘Ato’ Hall Compassion Act that we have concluded will optimally support the needs of this vulnerable population. Currently, there are no legal medical cannabis products, minimal state provided or endorsed education on the potential medicinal benefits of cannabis products for qualifying conditions, and an existing stigma to cannabis—all of which will be changing (to varying degrees) with the rollout of the soon-to-be medical cannabis market. In other words, there is a population that could benefit from high-quality medical cannabis products in Alabama. But there is crucial education that must occur, and we believe our operation is uniquely well-suited to help the development of this nascent yet essential market for our fellow Alabamians. Our executive team’s experience in Alabama-regulated hemp and the existing medical cannabis market will help ensure that our business can maintain an uncompromisingly high standard of quality while providing excellent education, and patient service in the new Alabama market.

In developing our proposed products list, we have sought to maximize the benefit for these Alabamians with qualifying conditions, many of whom will be completely new to a regulated medical cannabis market. Accordingly, at launch we intend to offer only a select variety of medical cannabis products listed in the Darren Wesley ‘Ato’ Hall Act, with our products ranging between THC and Live Resin varieties, as well as medical cannabis paraphernalia. Our cannabis selection will reflect our company vision, with a truly beneficial, therapeutic selection for our Alabama community. We will also create and distribute our educational materials, supplying Alabama patients and caregivers with a better understanding of medical cannabis products.

Of course, the Act places important limits on the types of products that can be sold. Compliance with not only the letter but the spirit of the law, including with respect to product design, is one of our guiding core principles as we seek to play our part in developing a

responsible, effective industry in our home state. By way of refresher, the medical grade cannabis products allowed by the state of Alabama are: Oral tablet, capsule, or tincture; Non-sugarcoated gelatinous cube, gelatinous rectangular cuboid, or lozenge in a cube or rectangular cuboid shape; Gel, oil, cream, or other topical preparation; Suppository; Transdermal patch; Nebulizer; and, Liquid or oil for administration using an inhaler; Ala. Code § 20-2A-3(14). Medical cannabis cannot include the following product types: Raw plant material; Any product administered by smoking, combustion, or vaping; A food product that has medical cannabis baked, mixed, or otherwise infused into the product, such as cookies or candies. As responsible participants, we have sought to eschew any possible confusion and honor the intent behind these limitations in selecting our proposed products. That includes, but is not limited to, our commitment not to produce any product in a form that is attractive or targets children. That includes: any product bearing any resemblance to a cartoon character including artistic, caricatures or similar renderings, fictional character whose target audience is children or youth, or pop culture figures; any product resembling a toy; any product bearing a reasonable resemblance to a product available for consumption as a commercially available candy; any product whose design resembles, by any means, another object commonly recognized as appealing to, or intended for use by, children, or any product whose shape bears the likeness or contains characteristics of a realistic or fictional human, animal, or fruit, including artistic, caricature, or cartoon rendering or media that has an audience demographic composed of greater than 15% minors or likenesses of minors. 20-2A-63(d); Ala. Rule 538-x-6-.02(1).

All of our labels, packages, and containers will not be attractive to minors, as defined in Ala. Rule 538-x-6-.02(1), and will not contain any content that reasonably appears to target children, including toys, cartoon characters including artistic, caricatures or similar renderings, and similar images. Moreover, labels, packages, and containers and products will not include, contain, feature, resemble, or include products available for consumption as a commercially available candy; realistic or fictional characters whose target audience is primarily composed of minors; media that has an audience demographic composed of greater than 15% minors; likenesses or images of minors, animals, or fruits; non-cannabis consumer products of a type that is commonly marketed to minors; symbols or words commonly used to market products to minors, that are commonly associated with minors, or refer to

products commonly marketed by minors; or celebrities whose audience or following is substantially composed of great than 15% minors. Ala. Rule 538-x-6-.02(1),

Rather, our packages will be designed to minimize appeal to children and carry a label that reads “Keep out of reach of children.” 20-2A-63(e)(1). All medical cannabis products will be packaged in child-resistant, tamper-evident containers. 20-2A-63(e)(2). All medical cannabis product labels will contain, at a minimum: lot and batch numbers; license identification number for the cultivator and processor; cannabinoid content and potency; and the universal state symbol printed in color at least one-half inch by one-half inch in size. 20-2A-63(e)(3). Moreover, all products shall include the following warning on the label, if space permits, or as an insert within the package: “WARNING: This product may make you drowsy or dizzy. Do not drink alcohol with this product. Use care when operating a vehicle or other machinery. Taking this product with medication may lead to harmful side effects or complications. Consult your physician before taking this product with any medication. Women who are breastfeeding, pregnant, or plan to become pregnant should discuss medical cannabis use with their physicians.” 20-2A-63(g).

When processing products, all of our product labels will include QR or other AMCC-approved digital coding that identifies at a minimum: The Cultivator or our own Integrated Facility, by facility, from which the medical cannabis was sourced; our name and the processing facility of ours from which the products originated; the type of product; the date of processing and packaging; the date of the State Testing Laboratory’s approval; the expiration date (or, if our product does not have an expiration date, a notation that the expiration date does not apply); and the Alabama Poison Control contact information as provided on the AMCC website. Ala. Rule 538-x-6-.05(2)(o).

Our paramount goal is to focus on the production of a handful of product types that we believe are likely to be most adopted and therefore have the greatest beneficial impact for Alabamians with qualifying conditions. Moreover, by limiting our operations to specific form factors we believe we will best be able to meet the exceptionally high-quality standards that we believe Alabamians deserve.

Based on this analysis, of the permitted medical cannabis products, we have decided to produce tablets, non-sugarcoated gelatinous cubes, tinctures, and topical cream at the outset of operations. Of course, our twin lodestars will remain serving the needs of Alabamians with

qualifying conditions and compliance with all applicable rules. As a result, we will continue to monitor patient needs and may evolve this product list as necessary to meet the needs of these patients. This evolution may involve adding new product types, which may be either currently approved or added by the AMCC in the future. Any changes to our product mix will occur in full compliance with applicable AMCC requirements.

- Oral tablets – peach-flavored only, as established as the Universal flavor by the AMCC (Ala. Admin. Code r. 538-x-6-.04.02.e)

- Pricing data: Alabama Code §36-12-40 (Proprietary)
- Product lifespan: Alabama Code §36-12-40 (Proprietary)
- Potency: Alabama Code §36-12-40 (Proprietary)

- Projected benefits to consumers: Alabama Code §36-12-40 (Proprietary)

- Non-sugarcoated Gelatinous Cuboids – peach-flavored only, as established as the Universal flavor by the AMCC (Ala. Admin. Code r. 538-x-6-.04.02.e)

- Pricing data: Alabama Code §36-12-40 (Proprietary)
- Product lifespan: Alabama Code §36-12-40 (Proprietary)
- Potency: Alabama Code §36-12-40 (Proprietary)



- Projected benefits to consumers: **Alabama Code §36-12-40 (Proprietary)**  
[Redacted]

- Tinctures:

- Pricing data: \$60 **Alabama Code §36-12-40 (Proprietary)**
- Product lifespan: **Alabama Code §36-12-40 (Proprietary)**
- Potency: **Alabama Code §36-12-40 (Proprietary)**  
[Redacted]
- Projected benefits to consumers: **Alabama Code §36-12-40 (Proprietary)**  
[Redacted]

- Topical creams:

- Pricing data: **Alabama Code §36-12-40 (Proprietary)**
- Product lifespan: **Alabama Code §36-12-40 (Proprietary)**
- Potency: **Alabama Code §36-12-40 (Proprietary)**  
[Redacted]

- Projected benefits to consumers: **Alabama Code §36-12-40 (Proprietary)**  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

Patents and Proprietary Technology

Our company believes passionately that Alabama deserves a world class medical cannabis market that meets the needs of our fellow Alabamians. That means that if awarded a license, we will be constantly striving to improve and innovate technologies and approaches that can benefit qualifying patients while complying with all applicable rules and regulations. That approach has been a core element of our team’s success in other markets, and will be a similar emphasis in Alabama. **Alabama Code §36-12-40 (Proprietary)**

[Redacted]

[Redacted]

**13.8 - Advertising and Marketing Analysis and Strategy**

The Alabama Legislature recognized that “[t]here are residents in Alabama suffering from a number of medical conditions whose symptoms could be alleviated by the administration of medical cannabis products if used in a controlled setting under the supervision of a physician licensed in this state.” Ala. Code § 20-2A-2(3). But for those suffering adult Alabamians with qualifying conditions to receive these benefits, they must be (1) made aware of the potential of medical cannabis for them and (2) have access to high quality and affordable production and dispensary options that are convenient and accessible to them. Particularly for those with qualifying conditions that may impose mobility limitations, it is important that qualifying patients and their recommending physicians are made aware of these potential options.

To that end, our leadership team has established a diversified advertising and marketing analysis and strategy. Ala. Admin. Code r. 538-x-3-.05.03.m.15.h. Compliance will serve as a cornerstone to our advertising and marketing strategies. Our marketing team will introduce our facility to medical cannabis patients and caregivers through educational, accessible, and

friendly means of communications in various forms, all governed by the strictest of compliance 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 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, dispensaries, product processors, and cultivations will form the license base within the new medical market. The new medical market will soon serve a growing patient base. All the above factors should provide the perfect support for facilities like ours as the Alabama cannabis industry moves quickly to comes to maturity and compliantly serve the needs of the state. We are well prepared for the opportunity this growing market presents and plan to forge a brand as a highly respected medical cannabis operation in the state of Alabama.

### 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. 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 and do not form the basis of our analysis as a result.

Of course, we recognize that this market is still pre-pre-launch, and our planning reflects both pre-launch and launch periods. Specifically, 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 frameworks that disallow the sale of cannabis flower. That is, a variety of policy decisions and market factors regarding the Alabama market inform our analysis as we tailor our planning to best support the individuals with qualifying conditions in the state.

In developing our business model, we have analyzed a broad range of potential market growth rates. Even under most conservative and aggressive estimates for the total market size, we believe under our secured funding and operational plans we will have an ample patient base, more than enough capacity and capability to serve the market, and have opportunities for expansion in the future to meet the needs of those in our community as patient numbers increase.

#### Target Market and Patient Base

Our owner cares deeply about his home state, and recognizes that there are several vulnerable Alabamians with qualifying conditions—particularly including veterans, who our owner has a deep commitment to support and of whom there are many in Alabama—who could benefit from high-quality, accessibly priced medical cannabis. One crucial element of our business strategy is producing high quality products. We believe that our team’s track records, as well as the mix of products that we have proposed to produce, will be an excellent fit for the needs of Alabamians with qualifying conditions.

By producing high quality, affordable products and offering a range of high-quality products at a mix of price points, both produced by our operations and by other licenses, at our welcoming, friendly dispensaries, we believe that we will be able to create robust patient loyalty and positive word of mouth referrals. We believe that this combination of accessible pricing and quality, consistent products will be a particularly strong fit for our archetypical consumers: medical cannabis patients with qualifying conditions who have a strong patient relationship with their certifying physicians and through extensive discussions have been recommended cannabis.

Since our founder’s goal is to provide high quality products at accessible prices to the many Alabamians with qualifying conditions who could benefit, we have sought to identify

retail markets we believe will be underserved relative to our analysis of need and to broadly cover the state from them. That includes Alexander City, Anniston, Enterprise, Phenix City, and Tuscumbia. We understand that this vulnerable population with these qualifying conditions may have mobility issues. As a result, we have diligently sought to locate dispensary operations across the state. Indeed, according to BDSA's Consumer Insights for Spring 2022, consumers in medical states prioritize trustworthiness and a convenient location. Through our carefully selected proposed locations and by embodying our founder's mission to faithfully serve these underserved populations and providing them quality products at accessible prices, we believe we will provide the convenience and trustworthiness that these patients seek and deserve. As our executives have seen firsthand in the medical cannabis industry and in their many other successful business ventures, the values of our founder's childhood in rural Alabama are also the keys to success in business: treat others as you'd like to be treated, earn and keep trust, and stand behind your actions.

Of course, in our dynamic planning to build a strong, stable business with which qualifying patients can build a long-term relationship, we have also recognized that the number and location of other cannabis business licenses operational within the market affects our projected target patient base. That said, we believe that by building a reputation for high quality products, welcoming and informative retail locations, honest dealing, and accessible prices we will continue to be an invaluable resource for this vulnerable population regardless of any increase in competitive businesses. Though the medical cannabis market in Alabama is being launched now, we have undertaken a thorough review of the status of other states' medical cannabis markets and will base our approach upon that analysis. That analysis included the market size and trends; target patients; market readiness; and, strategic opportunities.

One point that is worth flagging about that analysis: As the Alabama Legislature recognized in the Act, "There is a pattern in states that have legalized the use of medical cannabis or medical marijuana; frequently, in the years following authorization of medical use, recreational marijuana is subsequently authorized. It is the intent of the Legislature to avoid a shift from medical cannabis usage to recreational marijuana usage." 20-2A-3(14). As a company led by Alabamians, let us be clear so there is no ambiguity: in accordance with that

clear Alabama policy statement, our analysis of the future of the Alabama cannabis market is limited to **medical cannabis only**.

#### Strategic Market and Marketing Opportunities

Our strategic, proactive approach to establishing our business is focused on developing the business that can best help these vulnerable populations with qualifying conditions in Alabama. We have already received substantial local support, which is in no small part due to the longevity of trust established between our team and the communities in which we wish to operate in. Through early preparation and planning we hope to be among the first medical cannabis businesses to open, allowing us help these individuals in need sooner and to begin to build our word-of-mouth reputation for quality and accessible pricing. The second of these opportunities is the use of data in targeted marketing efforts to build successful campaigns. We intend to use the state's sales data and our own sales data, once operational, as well as research regarding comparable markets, to cater our practices in order to produce high quality medical cannabis products required by Alabama patients. By utilizing the most recent available data from the state and from our own sale's data, we will also better be able to reach qualifying individuals and educate them to help them feel comfortable in what we recognize is a new product and market in Alabama. Of course, for the avoidance of doubt, we will not include any statements regarding health benefits or therapeutic benefits of cannabis or medical cannabis and/or statements as to the safety or efficacy of cannabis or medical cannabis unless supported by substantial clinical data in any material constituting advertising under Alabama law. Ala. Reg. 538-x-4-.17(6)(h)(7).

#### Competitive Analysis and Position

To best build a long-term relationship with Alabama qualifying patients, we have also undertaken a competitive analysis to inform our dynamic long-term planning. 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 deep roots in Samson make us an ideal candidate for licensure and to build a world class facility to support Alabama. As a quality-focused organization, we will provide an unparalleled level of care and commitment to our service and medical-grade products. This specialization, along with our owner's deep roots in the region and state and established relationships with business and government entities, sets us ahead of other cannabis businesses that might wish to open.

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 the industry and adapt in skillful and innovative ways for the benefit of Alabamians in need.

#### Advertising and Marketing Plan

We will develop a brand that emphasizes our goal of being a safe and trusted source of medical cannabis products and a resource for medical cannabis knowledge. Specifically, we plan to cultivate a brand that captures our passion for supporting Alabamians in need by delivering high quality products at fair prices, informing, and educating consumers, and offering an experience that embodies the rural Alabama values of our founder. Our products, packaging, and welcoming dispensary experience will reflect our brand's mission and vision, and we hope that individuals recognize us as a brand that they can count on to deliver and that reflects Alabama values.

We understand that regulators need reliable, trustworthy industry partners to successfully launch a new medical cannabis market. Accordingly, our advertising and marketing plans are first and foremost formed around compliance. Ala. Admin. Code r. 538-x-9-.19.; 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 or reach minors. Ala. Code § 20-2A-61(b); Ala. Admin. Code r. 538-x-4-.17.2. 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 law. 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 any 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. We shall take no further action until the AMCC has at least 14 days to complete its review of these

materials. Ala. Admin. Code r. 538-x-4-.17.4(a). If required by the AMCC (presumably by virtue of an inadvertent error or oversight on the part of our team), 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 understand 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. We understand that the AMCC's decision on the appeal is final and not subject to further review. 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 (or, for the avoidance of doubt, or own opinion), 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: (1) false or misleading statements, (2) 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, (3) a depiction of cannabis plants or any part thereof, except with respect to signs, displays and marketing material provided inside a dispensing site including but not limited to brochures or other written materials provided directly to patients and caregivers within the sales area of our dispensing sites or on our website maintained for the exclusive use of patients and caregivers, (4) slang terms and similar references, including words or depictions directly or indirectly referring to, to unlicensed uses of cannabis, (5) disparagement of a competitor's products, (6) obscene, indecent, or profane statements or depictions, or (7) 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). Pursuant to 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 our permanent structures or vehicles; 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 our 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; or 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). Our secure transport vehicles may bear the logo or name of our business, but they will not bear markings or other indication that they carry cannabis or medical cannabis. Ala. Admin. Code r. 538-x-7-.08.

In sum, we will depend on our reliability and consistency to produce products that our patients feel they can trust. Part of that is our good faith commitment to operate in conformity with the letter and spirit of all applicable rules. 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.

#### Website Advertising

We will develop a website in accordance with, and shall not violate, the Act and Rules. Ala. Admin. Code r. 538-x-4-.17.07.f. Specifically, our website and web presence will advertise the name, business address, contact information, and services we provide. Ala. Admin. Code r. 538-x-4-.17.07. Our website will require each user's affirmation that the user is not a minor before access to the website is granted. Ala. Admin. Code r. 538-x-4-.17.07. Our web presence will not allow for direct engagement between or among consumers or permit consumer-generated content, including but not limited to consumer reviews or testimonials. 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 and 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. Notably, our company currently will exclusively operate in Alabama, reducing resultant risks in this area. Our 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.

#### Presenting Product Offerings

We believe our high-quality, accessibly priced products will appeal to well-informed patients. Accordingly, we plan to make employee and patient knowledge and education a cornerstone of our medical cannabis operation. To do so, we will have a Certified Dispenser on duty at all times when dispensary sites are open for business who will oversee and sign off on all sales of medical cannabis as the responsible employee. Ala. Admin. Code r. 538-x-8-03.2. Moreover, we will only hire Certified Dispensers with, at a minimum, two years of education or experience in the fields of biology, biochemistry, chemistry, physiology, pharmacology, medicine, medical cannabis, nursing, pharmaceuticals, or a similar field. Ala. Admin. Code r. 538-x-8-03.03 Further, we will provide dispensary employees with detailed education on regulations, cannabis, and product offerings. As our main touch point with medical cannabis patients, our Certified Dispensers will provide high-quality education, consultation, information, responses to patient and caregiver questions, and instructions for use regarding all medical cannabis products at all times. Ala. Admin. Code r. 538-x-8-05.03.d. To lay the foundation for excellence in this aspect of our dispensary operations, Certified Dispensers will be trained and certified by the AMCC on proper dispensing procedures, and our training program will go beyond the minimum educational thresholds established by the AMCC. Ala. Code § 20-2A-64(e)(2). Training will be an ongoing process for every Certified Dispenser and staff member, with continuing education, ongoing proficiency evaluations, and trainings that are both periodic and in response to discrete events. Furthermore, whenever changes occur in regulations or company policies, Certified Dispensers will undergo timely retraining, including in advance of the effective date of such changes whenever practicable. This process guarantees that all Certified Dispensers will maintain compliance with all existing and forthcoming rules or regulations issued by the AMCC. Certified Dispensers will also take and pass a medical foundations training course, as required by the AMCC. Ala. Admin. Code r. 538-x-4-.04.02.a. Certified Dispensers will further complete a minimum of 10 hours of continuing education as approved by the AMCC to address proper dispensing procedures, including requirements of the Act and applicable regulations, prevention of abuse and diversion of medical cannabis, and other topics related to public health, safety and good business practices relating to the dispensation of medical cannabis. Ala. Admin. Code r. 538-x-8-03.04. While our Certified Dispensers will seek to provide helpful information, they will not offer advice regarding the safety or effectiveness

of medical cannabis, the recommended daily dosage, or type of medical cannabis recommended by the registered certifying physician, except to direct the patient or caregiver back to the certifying physician to answer such questions. Ala. Admin. Code r. 538-x-8-.03.07. Our Certified Dispensers' education will also cover the lifecycle of the cannabis plant; cultivation methodologies; processing, extraction, and infusion techniques; different strains and their physical and physiological effects; cannabinoids; terpenes; routes of administration and their relative effects; safe and proper usage of products; safe storage of products; recognizing signs of impairment; identifying, preventing, and responding to accidental ingestion or overconsumption; intended effects and side-effects; substance abuse signs, symptoms, and resources; up-to-date laws at the federal and state level, especially as they relate to possession, consumption, dispensing practices, and patient confidentiality; and, advancements and developments in the field of cannabis science.

#### 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 a positive cash flow for stability and long-term operations, implementing a scalable marketing strategy, and sustaining business growth over time. Achieving market validation and building an initial supply chain and patient base will be the foundation of the business, from which we will expand to reach more patients. Ultimately, helping patients is our corporate mission and satisfied, loyal patients are the best pathway to increasing our patient base and further strengthening the financial health of the company and allowing us to even better support patients in turn.

The first challenge for our company will be to attract an initial pool of patients with qualifying conditions, who will then spread the word about our brand because of our extraordinary product quality, selection, and service. We will engage in marketing and advertising, in full accordance with state and local law, helping to further develop our presence in the market both for products we produce and our dispensaries. In addition to this consumer-facing marketing, we will also engage in business-to-business marketing to alert more licensed cannabis businesses, especially dispensaries, to the existence of our high quality, accessibly priced goods. Additionally, as one of the first licensed cannabis businesses

in Alabama, we will have the opportunity to form connections with patients 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 skilled employees, 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 maintaining lasting relationships with local suppliers.

#### Supply and Distribution Channels

For our business to operate as an integrated facility successfully and best support this nascent market and Alabama qualifying patients, we intend to establish bidirectional supply 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 cultivator, processor, dispensary, and secure transporter licensees in the medical program. We have already begun making inroads with individuals and businesses which we believe will serve to benefit our patients and operations, both potential licensees (if selected by the AMCC) and leading ancillary/support providers. We intend to build a best-in-class medical cannabis facility in the state with a skilled, market-leading team to produce the high-quality products patients need as well as the welcoming, informative dispensary environment that will encourage qualifying patients to seek the medical cannabis products that the Alabama Legislature recognized “provide opportunities for patients with these debilitating conditions to function and have a better quality of life.” 20-2A-2(5). Of course, for patients to achieve that better quality of life they need access to (1) the type of high-quality products we will produce and supply to our dispensaries and those of third-party licensed dispensaries and (2) a welcoming, trusted, educational, and affordable retail outlet such as our dispensing locations. By collaborating with other licensees, we can maximize the distribution of our excellent products and the options for consumers in our own dispensaries.

To provide these benefits as soon as possible for Alabama 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 to establish relations. In Exhibit 14 we detail our work and agreements with regional licensee partners. We have already entered into several agreements with cannabis businesses in Alabama.

We will also leverage our favorable dispensary locations to attract partnerships from those other licensees who want to sell their product and build their brand in our state-of-the-art dispensing locations. For us, ethics, safety, and quality will be the determining factors in formally establishing contracts with any potential suppliers, partners, or vendors, and we will ensure all of our business relationships meet our exceptional expectations.

Additionally, we have learned over years of experience that without the expansion and auditing of State Testing Lab capabilities, the market could suffer a backlog that holds up product availability or decreases scrutiny for product safety testing, thereby increasing the chances of a contaminated products and poorly served patients. We will pay close attention to the state’s demand on testing labs 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 product for our patients.

13.9 — Community Engagement Plan

Alabama Code §36-12-40 (Proprietary)

[Redacted content]

Alabama Code §36-12-40 (Proprietary)

[Redacted text block]

Alabama Code §36-12-40 (Proprietary)

[Redacted text block]

[Redacted] See below a personal endorsement from Dr. Jack Hawkins Jr. Chancellor of Troy University and a Memorandum of Understanding with Enterprise State Community College.

Dr. Jack Hawkins Jr. Personal Endorsement

Office of the  
Chancellor  
  
216 Adams  
Administration  
Building  
Troy, Alabama  
36082  
  
334-670-3200  
334-670-3774 FAX



December 19, 2022

Alabama Medical Cannabis Commission  
Post Office Box 309585  
Montgomery, AL 36130

RE: William H. Carr and Troy University

To Whom It May Concern:

Please consider this letter as my strongest personal endorsement of Mr. William H. "Bill" Carr. Mr. Carr and Troy University enjoy a longstanding relationship born of mutual respect. Troy University appreciates Bill's many contributions to the University community and to our region as a whole.

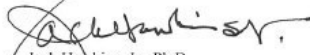
Bill is one of our University's most generous supporters. In fact, our School of Accountancy was named after Bill this fall to commemorate the relationship between him, his accounting firm, and the School that has blossomed over the past 30 years.

Bill has built his accounting firm of Carr Riggs & Ingram into a top-25 accounting firm with more than 100,000 clients. CRI, which is based in Enterprise, Alabama, has offices in 11 U.S. states ranging from New Mexico to North Carolina.

I know Bill both personally and professionally. He has created internships and full-time employment opportunities for many Troy University students and graduates. Hundreds of TROY alumni owe their professional success to Bill Carr.

I offer this testimony without reservation. Bill Carr is an exceptional businessman who possesses acumen and integrity.

Sincerely,



Jack Hawkins, Jr., Ph.D.  
Chancellor of Troy University





MOU with Enterprise State Community College

MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 SAMSON GROWTH, LLC  
 AND  
 ENTERPRISE STATE COMMUNITY COLLEGE

THIS MEMORANDUM OF UNDERSTANDING (the "MOU"), effective as of the \_\_\_ day of December, 2022 (the "Effective Date"), is made and entered into by and between the Enterprise State Community College (the "College"), and SAMSON GROWTH, LLC, an Alabama limited liability company ("Company"). The Company and College shall be sometimes hereinafter referred to collectively as the "Parties"

RECITALS

WHEREAS, Pursuant to Alabama Act 2021-450 (the "Act") the Alabama Legislature created Alabama's medical cannabis program to be administered by the Alabama Medical Cannabis Commission. The Act known as the Darren Wesley 'Ato' Hall Compassion Act allows for medical cannabis products to be cultivated, extracted, and dispensed to patients in need in Alabama.

WHEREAS, the Act established The Alabama Medical Cannabis Commission (the "Commission") to administer and have oversight over Alabama's medical cannabis program. In furtherance of its obligations, the Commission has issued, as part of a competitive, public procurement process (the "RFP"), invitations to the general public to submit applications for licenses to cultivate, process, transport, and/or dispense medical cannabis (the "Licenses" or a "License");

WHEREAS, the Company is building operations, partnerships, and an application to compete for and pursue a License for an Integrated Facility (the "Project");

WHEREAS, The College is a comprehensive community college that operates as a member of the Alabama Community College System ("ACCS") under the supervision of the ACCS. Consistent with the educational and training mission of the ACCS, the College has a broad-based mission to provide quality educational and workforce training opportunities to enhance the lives of the communities it serves.

WHEREAS, in the event that the Company is successful in its efforts to obtain a License(s) the Company desires and intends to engage and collaborate with the College and form a strategic relationship for a variety of purposes, including but not limited to, conducting pre-employment and post-employment assessments, designing, developing and delivering workforce training and educational programs that will support Company's medical cannabis operations, and developing and delivering training programs for various other needs throughout the Company's operations.

WHEREAS, College desires to assist the Company with its workforce and educational program needs that will support the Company's business plan and operations.

WHEREAS, in the event Company is awarded a License(s), the Parties desire to enter into one or more definitive contracted services agreements to develop workforce and education

- collaborative relationship with the College;
- ii. Participating in negotiations with the College related to the Parties relationship and contracted services agreements in good faith;
- iii. Executing this mutually agreed-upon MOU;
- iv. Paying all costs associated with the Project, as well as the formation of the collaborative relationship with the College;
- v. In order to facilitate the Workforce Education Solutions Plan, the Company shall provide the College with reasonable and necessary Company information to allow College to conduct its analysis and assessment obligations.

B. The College shall be responsible for:

- i. Participating in negotiations with Company related to the contracted services to be provided by the College in good faith;
- ii. Collaborating with the Company regarding the Project;
- iii. Executing this mutually agreed-upon MOU;

In no event shall the College be responsible for the drafting of the Project application or the payment of any costs associated therewith.

5. TERM & TERMINATION

This Agreement shall commence as of the Effective Date and shall continue until such time as the Commission has formally and finally awarded all available Licenses. This Agreement shall automatically terminate upon Commission formally and finally awarding all available Licenses, provided that the covenants found in Section 3, 6, 7, 8, and 9 shall survive the termination of this Agreement.

6. RELATIONSHIP OF THE PARTIES

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.

7. PUBLICITY

Neither Party to this Agreement will use the name of the other Party, nor of any member of the other Party's employees, in any publicity, advertising, or news release without the prior written approval of an authorized representative of that Party. The foregoing shall not preclude Company from including the description and a copy of this Agreement with its application for a License to the Alabama Medical Cannabis Commission.

8. NON-SOLICITATION

During the term of this Agreement, and for a period of one year immediately thereafter, the Parties agree not to solicit any employee of the other Party on behalf of such Party or any other business enterprise, nor shall either Party induce any employee or independent contractor associated with the other Party to terminate or breach an employment, contractual, or other relationship with such other Party.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **BINDING AGREEMENT.** This Agreement constitutes a valid, legal, and binding agreement between the Parties hereto.

2. **INTENTIONS OF THE PARTIES.** It is the intention of both Parties that the collaborative relationship created by this MOU will allow Company's and the College's unique expertise to be utilized in a way that a qualified workforce will be developed that will aid Company in its business missions and goals. In order to effectuate this intent, the Company plans to facilitate and fund the following initiatives:

A. **Workforce Education Solution Plan**

Upon receipt of a License, Company and College shall endeavor in good faith to negotiate a mutually acceptable engagement and compensation for College to conduct an analysis and assessment of the Company's organization, including but not limited to, the Company's operations, production methods, culture, and staffing needs. The College shall deliver a written Workforce Education Solution Plan to the Company.

B. **Workforce and Education Development**

Based upon the Workforce Education Solution Plan identified in Section 2(A) above, the Company may further negotiate a mutually acceptable engagement and compensation for College to design, develop and deliver customized workforce training and educational programs for pre-employment and post-employment employees of the Company.

C. **Alabama Medical Cannabis Education**

Company desires to identify and engage other Alabama nonprofit entities, including College, that can help educate, train, develop, and advance the goals of pursuing legally compliant and safe utilization of medical cannabis throughout Alabama's medical cannabis industry; and Company intends to engage College as an educational partner who can help train, educate, promote and host educational initiatives for Company to help integrate Alabama's medical cannabis industry through training, education and networking opportunities.

3. **UNDERTAKINGS**

A. The Parties shall each carry out their respective obligations under this Agreement in conformity with the standard of care, skill, and diligence normally provided by the Parties in the due course of their operations. Each Party shall offer one another the full benefit of its skills, experience, knowledge, and expertise.

B. The Parties agree to take such actions and execute such agreements as may be required by law or by this Agreement, or as may otherwise be necessary or beneficial to enable the Parties to carry out the intent of this Agreement.

4. **RESPONSIBILITIES OF THE PARTIES**

A. Company shall be responsible for:

- i. Coordinating and executing all efforts associated with the Project and the

9. **INTELLECTUAL PROPERTY**

The Parties agree that this Agreement does not grant to either Party any right, title, or interest in or to any documents, plans, data, know-how, research, trade secrets, methodologies, software, materials, or other protectible intellectual property developed and/or owned by the other Party.

10. **ENTIRE AGREEMENT**

The Agreement constitutes the sole and entire agreement of the Parties to the Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. Notwithstanding the foregoing, any Non-Disclosure Agreement previously entered into between the Parties shall remain in full force and effect.

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

ENTERPRISE STATE COMMUNITY COLLEGE

By: Danny Long  
 Name: Danny Long  
 Title: President

SAMSON GROWTH, LLC

By: Kyle Neathery  
 Name: Kyle Neathery  
 Title: CEO

### Commitment to Social Responsibility

Social responsibility is a vital component of our business and covers many aspects, such as sustainability, ethics, job creation, and reducing inequalities. We recognize we are in a unique position through our cannabis business to have an opportunity to help rectify historical injustices perpetrated against communities that have been disproportionately impacted by our country's war on drugs. Therefore, we will establish a social responsibility program that will provide cannabis industry education and opportunities to disadvantaged communities as part of our plan for community engagement. Our mission is to increase participation in the cannabis industry by those who live in disproportionately impacted areas of the state, including those who have been subject to unjust cannabis-related laws through our social responsibility program. We are bolstered by our team's experience and the passion we witnessed from many who never had accessible avenues for honing their skills and talents due to inequity. We will provide education for those new to cannabis, basic job skills training for those who lack professional experience, and mentorship. We will also oversee an internship and hiring program that will help up to two participants per business quarter gain employment in the industry. This is particularly important for us operating in a state like Alabama which is now beginning to open up to regulated cannabis. We believe there will be sizable interest in opportunities like this for individuals given the demand for cannabis but also the lack of hands-on experience for people in the state. For those already in the cannabis industry, we will implement a career accelerator program. We will inspire trust from the community by being a consistent resource, community leader, and networking hub.

### Cannabis Industry Education

As a part of our efforts to provide greater opportunities to disadvantaged individuals and businesses, we will provide free educational courses for those interested in beginning a career in the cannabis industry. We will cover skills and best practices for working as an efficient and effective employee in the cannabis industry. We will provide a basic overview of the cannabis plant and relevant scientific research. Our goal is to give a comprehensive overview of the endocannabinoid system, so that disadvantaged individuals and businesses understand how and why cannabis works in the human body. Accessing these courses and

additional cannabis industry education will be made easy 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 medical cannabis and making learning about cannabis both accessible and engaging. Specific advertising rules do not apply to noncommercial messages, i.e., the content of which is primarily for charitable, educational, or public service purposes and does not overtly seek profit or promote our business or our products. Ala. Admin. Code r. 538-x-4-.17.09.

### Job Skills Training

Some disadvantaged individuals and businesses may not have any working experience in professional environments, but we believe this lack of opportunity should not preclude them from working in our company 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.

### **13.10 — Environmental Impact Statement**

Our Environmental Impact Statement includes our plans to build a business that complies with applicable federal, state, and local agencies' rules regarding the environment, reduces our carbon footprint, and achieves a positive environmental profile in each community we are in. Ala. Admin. Code r. 538-x-3-.05.03.m.15.j.

#### Anticipated Impact

The anticipated impact of our proposed operations, per facility, 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 water use and hazardous materials.

**Alabama Code §36-12-40 (Proprietary)**

We will use the hazard analysis and critical control points (“HACCP”) systematic approach to mitigate potential hazardous materials.

#### Relations with Agencies Providing Environmental Oversight

We plan to support the Alabama Department of Environmental Management (“ADEM”) in their commitment to keep everyone informed and involved regarding the environmental activities in their local communities. We have a prior productive relationship with ADEM, which we plan to continue to build upon.

Carbon Footprint Reduction and Maintaining a Positive Environmental Profile

Our environmental improvement initiatives include sustainable packaging, air filtration, odor mitigation, waste reduction and safe disposal, energy conservation, and water conservation. We will choose domestically sourced, efficient, sustainable, and long-lasting products wherever possible, including compostable and recyclable options that replace single-use plastics. Through continuous operational data collection and analysis, we will iteratively improve all aspects of our operational processes over time. We will also continuously monitor developments in the cannabis and agricultural industries to incorporate the most efficient technologies and best practices wherever possible.

Sustainable Packaging Plan

Alabama Code §36-12-40 (Proprietary)

[Redacted]

Odor Control and Air Filtration and Circulation Systems

Alabama Code §36-12-40 (Proprietary)

[Redacted]

Waste Reduction and Safe Disposal

Alabama Code §36-12-40 (Proprietary)

[Redacted]

Energy Conservation Measures

Alabama Code §36-12-40 (Proprietary)

[Redacted]

Water Conservation and Purification

Alabama Code §36-12-40 (Proprietary)

[Redacted]

Alabama Code §36-12-40 (Proprietary)

**13.11 — 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 CCO will be responsible for acquiring and maintaining at all times our required and other types of insurance and risk management services.

We are actively in communication with insurance companies that will meet all of our needs for insurance to reduce liability at our facility and meet all municipal and state insurance requirements. We have the following bond letter from Palomar Insurance Corporation to secure financial protection from a multitude of potential losses:



December 1, 2022

**State of Alabama  
Alabama Medical Cannabis Commission  
P.O. Box 309585  
Montgomery, AL 36130**

RE: Samson Growth, LLC; 631 Travelers Rest Road, Samson, AL 36477; Integrated Facility Performance Bond Letter of Commitment

To Whom It May Concern,

This document is to confirm we have the above referenced entity approved for the required \$2,000,000.00 Integrated Facility Performance Bond.

This bond will be placed by Bonds Southeast, Inc. of Nashville Tennessee with an A+ Rated Surety listed on the current U.S. Treasury Circular 570. We are prepared to issue the bond upon Samson Growth, LLC receiving approval of their license.

We trust this information meets with your satisfaction. Please contact me if further verification is needed.

Sincerely,

A handwritten signature in black ink that reads 'Hank Strother'.

Hank Strother  
Sr. Vice President  
Palomar Insurance Corporation

We will maintain a minimum of \$2,000,000 of liability and casualty insurance and establish and at all times maintain at least the minimum level of other financial guarantees as required by the AMCC. Our liability insurance will include, at a minimum, workers' compensation insurance as well as insurance against loss, damage or injury to any non-employee while on the premises; loss, damage or injury to the body or personal property of any third party as a proximate result of the acts of the Integrated Facility or our 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 Integrated 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. Our policies and endorsements will provide all of our medical facilities and operations with the insurance coverage sufficient to indemnify and hold harmless the State and its officers and employees, if required by law.



**Exhibit 14 – Evidence of Business Relationship with other Licensees and  
Prospective Licensees**

**Verification**

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

William H Carr  
Printed Name of Verifying Individual

Founding member/owner  
Title of Verifying Individual

  
Signature of Verifying Individual

12/29/22  
Verification Date

**Evidence of Business Relationship with Other Licensees and Prospective Licensees**

**14.1 – Any Cultivator or Prospective Cultivator**

Greenway Botanicals LLC (Page 4)

We have established a relationship and executed a Memorandum of Understanding with an Applicant, Greenway Botanicals LLC, for a Cultivator license-type for the Alabama Medical Cannabis Commission application process. See attached Greenway Botanicals LLC MOU (identified as “Greenway Botanicals LLC MOU”).

**14.2 – Any Processor or Prospective Processor**

LyonsWeb Processing, LLC (Page 7)

We have established a relationship and executed a Letter of Intent with an Applicant, LyonsWeb Processing, LLC, for a Processor license-type for the Alabama Medical Cannabis Commission application process. See attached LyonsWeb Processing, LLC LOI (identified as “LyonsWeb Processing, LLC LOI”).

Guaranteed Investments AL, LLC (Page 11)

We have established a relationship and executed a Memorandum of Understanding with an Applicant, Guaranteed Investments AL, LLC, for a Processor license-type for the Alabama Medical Cannabis Commission application process. See attached Guaranteed Investments AL, LLC MOU (identified as “Guaranteed Investments AL, LLC MOU”).

Enchanted Green, LLC (Page 14)

We have established a relationship and executed a Memorandum of Understanding with an Applicant, Enchanted Green, LLC, for a Processor license-type for the Alabama Medical Cannabis Commission application process. See attached Enchanted Green, LLC MOU (identified as “Enchanted Green, LLC MOU”).

**14.3 – Any Secure Transporter or Prospective Secure Transporter**

DSI Security Services, Inc. (Page 17)

We have established a relationship and executed a Letter of Intent with an Applicant, DSI Security Services, Inc., for a Secure Transporter license-type for the Alabama Medical Cannabis Commission application process. See attached DSI Security Services, Inc. LOI (identified as “DSI Security Services, Inc. LOI”).

**14.4 – Any Dispensary or Prospective Dispensary**

CCS of Alabama, LLC (Page 20)

We have established a relationship and executed a Letter of Intent with an Applicant, CCS of Alabama, LLC, for a Dispensary license-type for the Alabama Medical Cannabis Commission application process. See attached CCS of Alabama, LLC LOI (identified as “CCS of Alabama LLC LOI”).

Kush Medicinal LLC (Page 23)

We have established a relationship and executed a Letter of Intent with an Applicant, Kush Medicinal LLC, for a Dispensary license-type for the Alabama Medical Cannabis Commission application process. See attached Kush Medicinal LLC LOI (identified as “Kush Medicinal LLC LOI”).

Emerald Standard, LLC (Page 26)

We have established a relationship and executed a Letter of Intent with an Applicant, Emerald Standard, LLC, for a Dispensary license-type for the Alabama Medical Cannabis Commission application process. See attached Emerald Standard, LLC LOI (identified as “Emerald Standard, LLC LOI”).

Guaranteed Dispensary AL, LLC (Page 29)

We have established a relationship and executed a Memorandum of Understanding with an Applicant, Guaranteed Dispensary AL, LLC, for a Dispensary license-type for the Alabama Medical Cannabis Commission application process. See attached Guaranteed Dispensary AL, LLC MOU (identified as “Guaranteed Dispensary AL, LLC MOU”).

**14.5 - Any Integrated Facility or Prospective Integrated Facility**

Bragg Canna of Alabama, LLC (Page 32)

We have established a relationship and executed a Memorandum of Understanding with an Applicant, Bragg Canna of Alabama, LLC, for an Integrated Facility license-type for the Alabama Medical Cannabis Commission application process. See attached Bragg Canna of Alabama, LLC MOU (identified as “Bragg Canna of Alabama, LLC MOU”).

**14.6 - Any State Testing Laboratory or Prospective State Testing Laboratory**

Certus Laboratories Alabama (Page 35)

We have established a relationship and executed a Memorandum of Understanding with an Applicant, Certus Laboratories Alabama, for a State Testing Laboratory license-type for the Alabama Medical Cannabis Commission application process. See attached Certus Laboratories Alabama MOU (identified as “Certus Laboratories Alabama MOU”).

**MEMORANDUM OF UNDERSTAND**

December 5, 2022

Samson Growth, LLC  
Attn: Kyle Neathery  
1 South Watson Street  
Geneva AL 36340

Re: *Alabama Medical Cannabis*

Dear Kyle:

This Memorandum of Understanding (“MOU”) sets out the principal terms of a more definitive agreement to be entered into between Samson Growth, LLC, an Alabama limited liability company (the “Purchaser”) and Greenway Botanicals LLC (the “Provider”). The agreement wherein Provider will supply, and Purchaser will purchase, the product(s) set forth in Exhibit 1 is referred to as the “Transaction” and the Purchaser and Provider are referred to collectively as the “Parties” and each, individually, as a “Party.”


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

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

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


Very truly yours,

**GREENWAY BOTANICALS LLC**

By:   
Name: Jan Hegaman  
Title: President  
Date: 12/5/22

Agreed to and accepted:

**SAMSON GROWTH, LLC**

By:   
Name: Kyle Neathery  
Title: CEO  
Date: 12/5/22

**LETTER OF INTENT**

December 20, 2022

Samson Growth, LLC  
Attn: Kyle Neathery

Re: *Alabama Medical Cannabis – Letter of Intent*

Dear Kyle:

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

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



2. **Supply of Product.** It is the present intention of the Parties that, upon execution of a definitive agreement, Purchaser will purchase and Provider will sell the product at a mutually agreed upon price set forth in the definitive agreement.
3. **Term and Termination.** This LOI will automatically terminate and be of no further force and effect upon the earlier of: (i) execution of a definitive agreement between Purchaser and Provider, (ii) mutual agreement of the Parties, (iii) a final and unappealable determination by the Alabama Medical Cannabis Commission denying Purchaser and/or Provider's application for an Alabama Medical Cannabis License and (iv) at 5:00 p.m. (Central Time) on Monday, August 1, 2022. Notwithstanding any language to the contrary in this section, Sections 4-6 shall survive the termination of this LOI, and the termination of this LOI shall not affect any rights a Party has with respect to the breach of this LOI by the other Party prior to such termination.
4. **Governing Law.** This LOI shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Alabama.
5. **Confidentiality.** This LOI is confidential and premised on the mutual understanding that neither party shall disclose (except to its representatives, agents, and/or financing partners) the existence of this letter, the discussions between the parties or any of the terms and conditions contained herein without the prior written consent of the other party.
6. **Expenses.** Unless otherwise set forth in a written agreement between the Parties or their counsel, each of the Parties shall bear its respective costs, charges, and expenses for the business review, preparation, and negotiation of this LOI and any subsequent definitive agreement.

**Miscellaneous.** Neither this LOI nor any rights or obligations hereunder may be assigned, delegated, or conveyed by either Party without the prior written consent of the other Party. This LOI may be

executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. The headings of the various sections of this LOI have been inserted for reference only and shall not be deemed to be a part of this LOI.

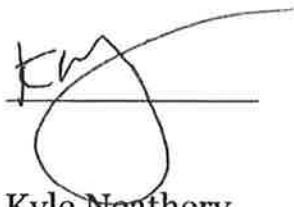
Very truly yours,

/s/ CHAMP LYONS, III

**CHAMP LYONS, III**  
**LYONSWEB PROCESSING, LLC**

Date: DECEMBER 20, 2022

Agreed to and accepted:

A handwritten signature in black ink, appearing to read 'KN', is written over a horizontal line. The signature is stylized and somewhat cursive.

Kyle Neathery  
CEO  
Samson Growth, LLC

Date: DECEMBER 20, 2022

**Exhibit 1 to Letter of Intent – Samson Growth LLC and LyonsWeb Processing LLC**

Products to be supplied/purchased: Cannabis flower appropriate for extraction processing by LyonsWeb; reciprocal agreement for Samson to purchase products and sell at proposed Dispensary. Details to be addressed upon AMCC's approval of license requested.

**Guaranteed Investments AL, LLC MOU**

**MEMORANDUM OF UNDERSTANDING  
DATED December 29, 2022 BETWEEN Guaranteed Investments AL,  
LLC AND Samson Growth, LLC**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between Guaranteed Investments AL, LLC (hereinafter “**Guaranteed Investments AL, LLC**”), whose address is c/o Guaranteed Investments AL, LLC, 212 West Troy Street, STE B Dothan, AL 36303, and Samson Growth, LLC (the “**Company**”), whose address is 631 Travellers Road, Samson, AL 36477 .

2. **Purpose.** The purpose of this MOU is to establish the terms by which Guaranteed Investments AL, LLC and the Company will work together in the event Guaranteed Investments AL, LLC is granted a license or licenses by the Alabama Medical Cannabis Commission (the “**AMCC**”).

3. **Term of MOU.** This MOU is effective upon the date first stated above (the “**Effective Date**”) and shall remain in full force and effect until 12/31/2023, unless sooner terminated in accordance with the terms contained herein. This MOU may be terminated, without cause, by either party upon written notice, which notice shall be delivered by hand or by certified mail or electronic mail to [guaranteedinvestmentsal@gmail.com](mailto:guaranteedinvestmentsal@gmail.com) if to Guaranteed Investments AL, LLC or \_\_\_\_\_ if to the Company the address listed above.

4. **Responsibilities of Guaranteed Investments AL, LLC.** If Guaranteed Investments AL, LLC is granted a license by the AMCC, Guaranteed Investments AL, LLC agrees to work with the Company to meet Guaranteed Investments AL, LLC’s and the Company’s respective obligations under the Alabama law and the needs of Alabama patients.

5. **Responsibilities of [other agencies].** If Guaranteed Investments AL, LLC or its affiliates are granted a license by the AMCC, Company agrees to work with Guaranteed Dispensary AL, LLC to meet Guaranteed Dispensary AL, LLC’s and the Company’s respective obligations under the Alabama law and the needs of Alabama patients.

6. **General Provisions**

A. **Amendments.** Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Alabama. The courts of the State of Alabama

shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the State courts of Alabama.

**D. Entirety of Agreement.** This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**E. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**F. Non-Binding Obligation.** The parties agree and acknowledge that this MOU shall not be legally binding, and that neither party shall be under any legal obligation of any kind whatsoever by virtue of this MOU. Notwithstanding anything to the contrary contained herein, nothing in this MOU is intended to or will operate as a bar to either party independently pursuing one or more projects that may be similar in nature to the projects contemplated hereunder.

**G. No Partnership or Joint Venture.** Nothing herein contained shall constitute a partnership between or joint venture by the parties hereto or constitute any party the agent of the others. No party shall hold itself out contrary to the terms of this Section and no party shall become liable by any representation, act or omission of the other contrary to the provisions hereof. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

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

**Guaranteed Investments AL, LLC**



Name: Ayman Haswah

Title: Manager

Date: 12/29/2022

**Samson Growth, LLC**



Name: Kyle Neathery

Title: CEO

Date: 12/29/2022

**Enchanted Green, LLC MOU**

**MEMORANDUM OF UNDERSTANDING  
DATED December 29, 2022 BETWEEN Enchanted Green, LLC  
AND Samson Growth, LLC**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between Enchanted Green, LLC, (hereinafter “**Enchanted Green LLC**”) , whose address is c/o Enchanted Green, LLC, 212 West Troy Street, STE B Dothan, AL 36303, and Samson Growth, LLC (the “**Company**”), whose address is 631 Travelers Rest Road, Samson, AL 36477.

2. **Purpose.** The purpose of this MOU is to establish the terms by which Enchanted Green LLC and the Company will work together in the event Enchanted Green LLC is granted a license or licenses by the Alabama Medical Cannabis Commission (the “**AMCC**”).

3. **Term of MOU.** This MOU is effective upon the date first stated above (the “**Effective Date**”) and shall remain in full force and effect until 12/31/2023, unless sooner terminated in accordance with the terms contained herein. This MOU may be terminated, without cause, by either party upon written notice, which notice shall be delivered by hand or by certified mail or electronic mail to [enchantedgreen@gmail.com](mailto:enchantedgreen@gmail.com) if to Enchanted Green, LLC or \_\_\_\_\_ if to the Company the address listed above.

4. **Responsibilities of Enchanted Green, LLC.** If Enchanted Green LLC is granted a license by the AMCC, Enchanted Green LLC agrees to work with the Company to meet Enchanted Green LLC’s and the Company’s respective obligations under the Alabama law and the needs of Alabama patients.

5. **Responsibilities of [other agencies].** If Enchanted Green, LLC or its affiliates are granted a license by the AMCC, Company agrees to work with Enchanted Green LLC to meet Enchanted Green LLC’s and the Company’s respective obligations under the Alabama law and the needs of Alabama patients.

6. **General Provisions**

A. **Amendments.** Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Alabama. The courts of the State of Alabama

shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the State courts of Alabama.

**D. Entirety of Agreement.** This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**E. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**F. Non-Binding Obligation.** The parties agree and acknowledge that this MOU shall not be legally binding, and that neither party shall be under any legal obligation of any kind whatsoever by virtue of this MOU. Notwithstanding anything to the contrary contained herein, nothing in this MOU is intended to or will operate as a bar to either party independently pursuing one or more projects that may be similar in nature to the projects contemplated hereunder.

**G. No Partnership or Joint Venture.** Nothing herein contained shall constitute a partnership between or joint venture by the parties hereto or constitute any party the agent of the others. No party shall hold itself out contrary to the terms of this Section and no party shall become liable by any representation, act or omission of the other contrary to the provisions hereof. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.


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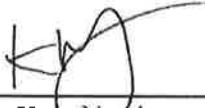


7. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

**Enchanted Green, LLC**

  
\_\_\_\_\_  
Name: Eliza Solowiej  
Title: Manager  
Date: 12/29/2022

**Samson Growth, LLC**

  
\_\_\_\_\_  
Name: Kyle Neathery  
Title: CEO  
Date: 12/29/2022

## LETTER OF INTENT

This Letter of Intent (“LOI”) sets out the principal terms of a more definitive agreement to be entered into between Samson Growth, LLC an Alabama limited liability company (the “Purchaser”) and Dothan Security, INC DBA DSI Security Services (the “Provider”). The agreement wherein Provider will supply, and Purchaser will purchase, security services consisting of potential on-site security personnel, electronic security, and security controls necessary to mitigate risks present in each environment referred to as the “Transaction” and the Purchaser and Provider are referred to collectively as the “Parties” and each, individually, as a “Party.”

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

**Supply of Services.** It is the present intention of the Parties that, upon execution of a definitive agreement, Purchaser will purchase and Provider will sell security services based on the needs of each environment.

2. **Term and Termination.** This LOI will automatically terminate and be of no further force and effect upon the earlier of: (i) execution of a definitive agreement between Purchaser and Provider, (ii) mutual agreement of the Parties, (iii) a final and unappealable determination by the Alabama Medical Cannabis Commission denying Purchaser and/or Provider’s application for an Alabama Medical Cannabis

License and Notwithstanding any language to the contrary in this section, Sections 4-6 shall survive the termination of this LOI, and the termination of this LOI shall not affect any rights a Party has with respect to the breach of this LOI by the other Party prior to such termination.

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

Very truly yours,

**DSI SECURITY SERVICES, INC.**

By: DocuSigned by:  
Eddie Sorrells  
E1792D38D68448A

Name: Eddie Sorrells

Title: COO/General Counsel

Date: 12/1/2022

Agreed to and accepted:

**SAMSON GROWTH, LLC**

By: DocuSigned by:  
KSO  
229A6BA00DFE4FE

Name: Kyle Neathery

Title: CEO

Date: 12/1/2022

**LETTER OF INTENT TO SUPPLY PRODUCT**

December 2, 2022

CCS of Alabama, LLC  
1901 Sixth Ave N, Suite 1700  
Birmingham, AL 35203  
Attn: Matthew Hogan

Re: Letter of Intent for Supply of Product

Dear Mr. Hogan:

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

**Non-Binding.** Except for the provisions of Section 4, Section 5, Section 6, and Section 7 and the requirement of this section regarding entry into negotiations, this LOI is not binding on the Parties. This LOI is only an expression of basic terms and conditions that the Parties presently intend to incorporate in a formal written agreement that will govern the Transaction (the “Definitive Product Supply and Purchase Agreement”). No binding agreement shall exist with respect to the Transaction unless and until the Definitive Product Supply and Purchase Agreement has been duly executed and delivered by both Parties. As soon as practicable following the acceptance and approval of this LOI by the Seller, the Parties shall enter into negotiations with the objective of executing the Definitive Product Supply and Purchase Agreement.

1. **Supply of Product.** It is the present intention of the Parties that, upon execution of the Definitive Product Supply and Purchase Agreement, Buyer would purchase and Seller would sell the such products as agreed upon by the Parties (“Supply Terms”), at the price and in the quantities set forth therein. The Definitive Product Supply and Purchase Agreement shall contain such covenants, conditions, indemnities, representations, and warranties as the Parties shall mutually agree to.
2. **Term and Termination.** This LOI will automatically terminate and be of no further force and effect upon the earlier of: (i) execution of the Definitive Product Supply and Purchase Agreement by Buyer and Seller, (ii) mutual agreement of Buyer and Seller (iii) a final and unappealable determination by the Alabama Medical Cannabis Commission that either Buyer or Seller’s application for an Alabama Medical Cannabis License has been denied and (iv) [TIME] on [DATE]. Notwithstanding any language to the contrary in this section, Section 4, Section 5, and Section 6 shall survive the termination of this LOI, and the termination of this LOI shall not affect any rights a Party has with respect to the breach of this LOI by the other Party prior to such termination.

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

[SIGNATURE PAGE FOLLOWS]

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

Very truly yours,

**SAMSON GROWTH, LLC**

DocuSigned by:  
By: Phil Ollendike  
E4F4845200DC406

Name: Phil Ollendike

Title: COO

Date: 12/5/2022

Agreed to and accepted:

**CCS OF ALABAMA, LLC**

DocuSigned by:  
By: Ernie Craumer  
856875371A70425

Name: Ernie Craumer

Title: Member

Date: 12/7/2022

**LETTER OF INTENT**

20 Dec 2022

Samson Growth, LLC  
Attn: Kyle Neathery, CEO  
631 Travelers Rest Rd, Samson, AL 36477

*Re: Alabama Medical Cannabis – Letter of Intent*

Dear Mr. Neathery:

This Letter of Intent (“LOI”) sets out the principal terms of a more definitive agreement to be entered into between Kush Medicinal LLC, an Alabama limited liability company (the “Purchaser”) and Samson Growth, LLC (the “Provider”). The agreement wherein the Provider will supply, and the Purchaser will purchase, the product(s) is referred to as the “Transaction” and the Purchaser and Provider are referred to collectively as the “Parties” and each, individually, as a “Party.”

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



- 2. Supply of Product.** It is the present intention of the Parties that, upon execution of a definitive agreement, Purchaser will purchase and Provider will sell the product to be determined at a mutually agreed upon price set forth in the definitive agreement.
- 3. Term and Termination.** This LOI will automatically terminate and be of no further force and effect upon the earlier of: (i) execution of a definitive agreement between Purchaser and Provider, (ii) mutual agreement of the Parties, (iii) a final and unappealable determination by the Alabama Medical Cannabis Commission denying Purchaser and/or Provider's application for an Alabama Medical Cannabis License and (iv) at 5:00 p.m. (Central Time) on Monday, March 1, 2023. Notwithstanding any language to the contrary in this section, Sections 4-6 shall survive the termination of this LOI, and the termination of this LOI shall not affect any rights a Party has with respect to the breach of this LOI by the other Party prior to such termination.
- 4. Governing Law.** This LOI shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Alabama.
- 5. Confidentiality.** This LOI is confidential and premised on the mutual understanding that neither party shall disclose (except to its representatives, agents, and/or financing partners) the existence of this letter, the discussions between the parties or any of the terms and conditions contained herein without the prior written consent of the other party.
- 6. Expenses.** Unless otherwise set forth in a written agreement between the Parties or their counsel, each of the Parties shall bear its respective costs, charges, and expenses for the business review, preparation, and negotiation of this LOI and any subsequent definitive agreement.
- 7. Miscellaneous.** Neither this LOI nor any rights or obligations hereunder may be assigned, delegated, or conveyed by either Party

without the prior written consent of the other Party. This LOI may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. The headings of the various sections of this LOI have been inserted for reference only and shall not be deemed to be a part of this LOI.

Very truly yours,

Toral Suryakant Patel

**By:** Kush Medicinal LLC

**Name:** Toral Suryakant Patel

**Title:** Chief Operating Officer

**Date:** 20 Dec 2022

*Agreed to and accepted:*

 TORAL PATEL

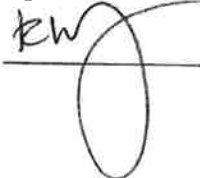
**By:** Samson Growth, LLC

**Name:** Kyle Neathery

**Title:** Chief Executive Officer

**Date:** 20 Dec 2022

*Agreed to and accepted:*

 - KYLE NEATHERY

## LETTER OF INTENT

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

1. **Non-Binding**. This LOI does not constitute a binding commitment of any nature (including any obligation to continue discussions regarding the Transaction) by any party, except for the provisions of Sections 4-7 and the requirement of this section regarding entry into negotiations, this LOI is not binding on the Parties. Any transaction is subject to the completion of satisfactory due diligence by Purchaser, the continued accuracy of the assumptions contained herein and the negotiation and execution of one or more definitive agreements containing customary representations, warranties, indemnities, and escrow arrangements and in form and substance satisfactory to Purchaser and the Company. A binding commitment with respect to the Transaction will only arise following execution and delivery of such definitive agreements which will contain additional terms and conditions. No binding agreement shall exist with respect to the Transaction unless and until a definitive agreement has been duly executed and delivered by both Parties. As soon as practicable following the acceptance and approval of this LOI by the Provider, the Parties shall enter into negotiations.
2. **Supply of Product**. It is the present intention of the Parties that, upon execution of a definitive agreement, Purchaser will purchase, and Provider will sell the product set forth in the Exhibit 1 at a mutually agreed upon price set forth in the definitive agreement.
3. **Term and Termination**. This LOI will automatically terminate and be of no further force and effect upon the earlier of: (i) execution of a definitive agreement between Purchaser and Provider, (ii) mutual agreement of the Parties, (iii) a final and unappealable determination

by the Alabama Medical Cannabis Commission denying Purchaser and/or Provider's application for an Alabama Medical Cannabis License and (iv) at 5:00 p.m. (Central Time) on Monday, August 1, 2022. Notwithstanding any language to the contrary in this section, Sections 4-6 shall survive the termination of this LOI, and the termination of this LOI shall not affect any rights a Party has with respect to the breach of this LOI by the other Party prior to such termination.

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

Very truly yours,

**[SAMSON GROWTH, LLC]**

By: 

Name:

Kyle Neathery

Title:

Chief Executive Officer

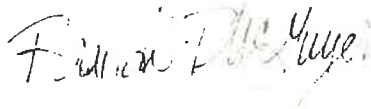
Date:

11.28.2022

Agreed to and accepted:

**[EMERALD STANDARD, LLC]**

By:



Name:

Brandi P McGuyer

Title:

Founder/Shareholder

Date:

11.28.2022

**MEMORANDUM OF UNDERSTANDING**  
**DATED December 29, 2022 BETWEEN Guaranted Dispensary AL,**  
**LLC AND Samson Growth, LLC**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between Guaranted Dispensary AL, LLC (hereinafter “**Guaranted Dispensary AL, LLC**”) , whose address is c/o Guaranted Dispensary AL, LLC, 212 West Troy Street, STE B Dothan, AL 36303, and Samson Growth, LLC (the “**Company**”), whose address is 631 Travellers Road, Samson, AL 36477 .

2. **Purpose.** The purpose of this MOU is to establish the terms by which Guaranted Dispensary AL, LLC and the Company will work together in the event Guaranted Dispensary AL, LLC is granted a license or licenses by the Alabama Medical Cannabis Commission (the “**AMCC**”).

3. **Term of MOU.** This MOU is effective upon the date first stated above (the “**Effective Date**”) and shall remain in full force and effect until 12/31/2023, unless sooner terminated in accordance with the terms contained herein. This MOU may be terminated, without cause, by either party upon written notice, which notice shall be delivered by hand or by certified mail or electronic mail to [guaranteeddispensaryal@gmail.com](mailto:guaranteeddispensaryal@gmail.com) if to Guaranted Dispensary AL, LLC or \_\_\_\_\_ if to the Company the address listed above.

4. **Responsibilities of Guaranted Dispensary AL, LLC.** If Guaranted Dispensary AL, LLC is granted a license by the AMCC, Guaranted Dispensary AL, LLC agrees to work with the Company to meet Guaranted Dispensary AL, LLC’s and the Company’s respective obligations under the Alabama law and the needs of Alabama patients.

5. **Responsibilities of [other agencies].** If Guaranted Dispensary AL, LLC or its affiliates are granted a license by the AMCC, Company agrees to work with Guaranted Dispensary AL, LLC to meet Guaranted Dispensary AL, LLC’s and the Company’s respective obligations under the Alabama law and the needs of Alabama patients.

6. **General Provisions**

A. **Amendments.** Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Alabama. The courts of the State of Alabama

shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the State courts of Alabama.

**D. Entirety of Agreement.** This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**E. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**F. Non-Binding Obligation.** The parties agree and acknowledge that this MOU shall not be legally binding, and that neither party shall be under any legal obligation of any kind whatsoever by virtue of this MOU. Notwithstanding anything to the contrary contained herein, nothing in this MOU is intended to or will operate as a bar to either party independently pursuing one or more projects that may be similar in nature to the projects contemplated hereunder.

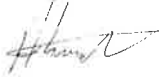
**G. No Partnership or Joint Venture.** Nothing herein contained shall constitute a partnership between or joint venture by the parties hereto or constitute any party the agent of the others. No party shall hold itself out contrary to the terms of this Section and no party shall become liable by any representation, act or omission of the other contrary to the provisions hereof. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

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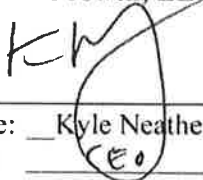
7. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

**Guaranteed Dispensary AL, LLC**



\_\_\_\_\_  
Name: Ahmad Shaban  
Title: Manager  
Date: 12/29/2022

**Samson Growth, LLC**



\_\_\_\_\_  
Name: Kyle Neathery  
Title: CEO  
Date: 12/29/2022



## MEMORANDUM OF UNDERSTANDING

December 16, 2022

*Re: Alabama Medical Cannabis – Memorandum of Understanding*

This Memorandum of Understanding (“MOU”) sets out the principal terms of a more definitive agreement to be entered into between Bragg Canna of Alabama, LLC, a Delaware limited liability company, (“Bragg”) and Samson Growth, LLC d/b/a Wiregrass Brands (“Samson”), each a (“Party”) and collectively, the (“Parties”). The agreement wherein the Parties, as Integrated Facility licensee applicants of the Alabama Medical Cannabis Commission, agree to provide assistance to one another in the event either Party’s performance under their respective Integrated Facility license is prevented or delayed by a natural occurrence or disaster, fire, act of God, act of terrorism, pandemic, or other similar event (collectively “Acts of God”), the cause of which is not reasonably within the control of such Party and which by due diligence it is unable to prevent or overcome.

It is contemplated by the Parties, one being headquartered in the northern region of the State of Alabama and one being headquartered in the southern region of the State of Alabama, that the geographical separation of the Parties will serve to decrease the likelihood of both Parties being affected by the same Act of God.

1. **Non-Binding.** This MOU does not constitute a binding commitment of any nature by any Party. Any transaction is subject to the completion of satisfactory due diligence by the Parties, the continued accuracy of the assumptions contained herein and the negotiation and execution of one or more definitive agreements containing customary representations, warranties, indemnities, and escrow arrangements and in form and substance satisfactory to the Parties. A binding commitment with respect to the agreement will only arise following execution and delivery of such definitive agreements which will contain additional terms and conditions. No binding agreement shall exist unless and until a definitive agreement has been duly executed and delivered by both Parties. As soon as practicable following the acceptance and approval of both Bragg and Samson’s vertically integrated license application and this MOU, the Parties shall enter into negotiations.
  
2. **Operational Support.** It is the present intention of the Parties that, upon execution of a definitive agreement, in the event of unforeseen circumstances

Samson Growth, LLC  
d/b/a Wiregrass Brands

Bragg Canna of Alabama LLC  
Memorandum of Understanding

Page 1

hindering either Party's ability to adequately operate their business, the other Party will provide reasonable assistance to the injured Party in order to fulfill its contractual obligations.

3. **Term and Termination.** This MOU will automatically terminate and be of no further force and effect upon the earlier of: (i) execution of a definitive agreement between Bragg and Samson, (ii) mutual agreement of the Parties, and (iii) a final and unappealable determination by the Alabama Medical Cannabis Commission denying Bragg and/or Samson's application for an Alabama Medical Cannabis License. Notwithstanding any language to the contrary in this section, the termination of this MOU shall not affect any rights a Party has with respect to the breach of this MOU by the other Party prior to such termination.
4. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Alabama.
5. **Miscellaneous.** Neither this MOU nor any rights or obligations hereunder may be assigned, delegated, or conveyed by either Party without the prior written consent of the other Party. This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. The headings of the various sections of this MOU have been inserted for reference only and shall not be deemed to be a part of this MOU.

*[The remainder of this page is intentionally left blank.]*

Samson Growth, LLC  
d/b/a Wiregrass Brands

Bragg Canna of Alabama LLC  
Memorandum of Understanding

Page 2

**Samson Growth, LLC**  
**d/b/a Wiregrass Brands Name**

By: 

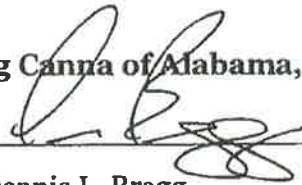
William H. Carr

Managing Member

Date:

12-22-2022

**Bragg Canna of Alabama, LLC**

By: 

Dennis L. Bragg

Managing Member

Date:

12/16/22

Samson Growth, LLC  
d/b/a Wiregrass Brands

Bragg Canna of Alabama LLC  
Memorandum of Understanding

**Certus Laboratories of Alabama MOU**



Samson Growth, LLC  
631 Travelers' Rest  
Samson, AL 36477  
Sent via email to kyle.neathery@samsonextracts.com  
December 13, 2022

Dear Kyle,

**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 Samson Growth, LLC, an Alabama limited liability company ("Samson Growth"), which is an applicant for an Integrated Facility 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 Samson Growth, provided both companies obtain the requisite licenses issued by the AMCC.

Contingent upon licensure by the AMCC, Samson Growth 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 Samson Growth is awarded an Integrated Facility license.

**Any agreement between the parties as described herein will be subject to and conditioned upon the execution of a formal written agreement.**

We look forward to working with you.

Sincerely,

Amber Miller-Walker, Owner  
Certus Laboratories Alabama

Acknowledged and Agreed by:

Samson Growth, LLC

\_\_\_\_\_  
Kyle Neathery, CEO

12/14/22  
\_\_\_\_\_  
Date

**Exhibit 15 - Coordination of Information from Registered Certifying Physicians**

**Verification**

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

William H Carr

Printed Name of Verifying Individual

Founding member/owner

Title of Verifying Individual



Signature of Verifying Individual

12/29/22

Verification Date

## **Introduction – Coordination of Information from Registered Certifying Physicians**

We want to help our patients in the best ways possible, so making sure that our patients' doctors are our partners in coordinating care is crucial to us. We understand the importance of having accurate information and a process for coordinating information because the health of our patients depends on it. Our Chief Retail & Marketing Officer ("CRMO"), who has been the owner-operator of two dispensaries that serve medical patients, has worked with his patients' doctors, particularly in the veteran community, of which he is also a member. His experience in coordinating care, which has led to many positive outcomes, makes him an ideal person to be responsible for coordinating and receiving information and certifications from registered certifying physicians recommending medical cannabis products for patient and caregiver customers. He will oversee this process and work with General Managers of Dispensaries ("GMDs") to carry out this plan, all of whom will be Certified Dispensers. Our CRMO will train our GMDs, and only allow them access to sensitive patient information once he is certain they will fully execute all responsibilities. This training will include in-person learning, shadowing, and required use of SOPs. Further, all employees who must interact with the patient registry, the Alabama Medical Cannabis Commission ("AMCC") website, or the Statewide Seed-to-Sale Tracking System will undergo pre-commencement IT certification for each database, demonstrating their proficiency with respect to those databases. Ala. Admin Code. r. 538-x-4-.05.05. The IT certification will be administered by a third-party IT provider that the AMCC will designate. Ala. Admin Code. r. 538-x-4-.05.05.

## **Building the Relationship**

The first step to coordinating information from registered certifying physicians is the verification of the physician. Every physician we work with who is licensed to practice in Alabama who certifies or recommends a patient for the use of medical cannabis within Alabama pursuant to Ala. Code §§ 20-2A- 1, et. seq. or who proposes to certify or recommend a patient for the use of medical cannabis within Alabama must obtain annually an Alabama Medical Cannabis Certification Permit from the Board. Ala. Admin Code. r. 540-X-25-.03. When a patient arrives at one of our dispensaries, an employee who is a Certified Dispenser will check for the certifying physician's registration in the Patient Registry by searching for the certifying physician's Certification Permit Identification Number and Medical License

Number that is issued by the State Board of Medical Examiners. Ala. Admin Code. r. 538-x-2-.05.02.f. If the certifying physician is not in the Patient Registry, the Certified Dispenser will contact the certifying physician's office and notify them of the lack of registration. We will never work with a physician who engages in any prohibited conduct outlined in applicable law. Ala. Code § 20-2A-32.

After confirming the certifying physician is in the Patient Registry, the next step of the process is to verify the relationship between our company and the certifying physician. Part of the job duties of our GMDs will be establishing and maintaining relationships between our company and certifying physicians' offices. If this is the first time both parties are working with one another, our Certified Dispenser will send written communication, via email, introducing themselves, stating our company's goal of patient safety, and asking for an online introductory meeting. The purpose of this meeting is to establish contact between both parties and establish methods of communication in the event either party needs to communicate with the other. After the meeting, an email will be sent confirming who the primary contact person is, their contact information, how and what timeframe they are reachable, as well as how to contact one another in case of emergency and whom the secondary contact is. This will be required for both our company and the certifying physician's medical practice.

### **Maintaining and Coordinating Information**

After verifying the certifying physician and establishing a means of communication, we will partner with the certifying physician to maintain data in the Patient Registry System that includes:

- The registered qualified patient's full legal name, date of birth, and home address;
- The registered qualifying physician's name and Alabama Medical Cannabis Certification Permit Number;
- The name of the patient's registered caregiver, if applicable;
- A description of the qualifying medical condition(s) and an indication whether the qualifying condition is a terminal illness for which the registered qualified patient has a life expectancy of six months or less;

- The daily dosage of medical cannabis (as measured by the potency of delta-9-tetrahydrocannabinol) that the registered certifying physician is recommending to the registered qualified patient. (Any daily dosage recommended by a registered certifying physician may not exceed the limitations set forth by the AMCC for each of the qualifying medical conditions. If we see a daily dosage exceeding the limitation in the Patient Registry System, we will not dispense that amount, and we will immediately contact the AMCC regarding the issue);
- The type or permissible forms of medical cannabis that the registered certifying physician recommends;
- The permissible length of duration of the certification, which may not exceed ninety days;
- A statement from the registered certifying physician certifying that a bona fide physician-patient relationship exists between the registered certifying physician and registered qualified patient;
- A statement from the registered certifying physician affirming that the registered qualified patient has been diagnosed with at least one qualifying medical condition by either the registered certifying physician or another qualified physician;
- A statement from the registered certifying physician that, prior to certifying the use of medical cannabis, he or she has, or has confirmed through primary source verification of the patient's medical records that another qualified physician has, attempted conventional medical treatments or therapies for the patient's qualifying medical condition, and that said conventional treatments and/or therapies have failed to result in successful outcomes, or that current conventional medical treatment indicates that the use of medical cannabis is the standard of care for the patient's qualifying medical condition;
- If the qualifying medical condition is based upon a terminal illness as defined in applicable law, a statement from the registered certifying physician that the patient is suffering from an illness or physical condition which the registered certifying physician professionally and reasonably expects to result in the



- patient's death in six months or less after the date of the certification; provided, a registered certifying physician shall not recertify a patient as having a terminal illness if the patient has been certified as having a terminal illness for a period of 24 months or more;
- An affirmation from the registered certifying physician that he or she, or his or her delegate, has obtained from the Prescription Drug Monitoring Program ("PDMP") a report of information related to the registered qualified patient that includes, at a minimum, the 24 months immediately preceding the date of the certification or recertification; and,
  - An affirmation from the registered certifying physician that he or she has informed the registered qualified patient of the risks and benefits of medical cannabis as it pertains to the patient's qualifying medical condition and medical history. Ala. Admin Code. r. 540-X-25-.10.05.b.1-13.

We will always comply with applicable laws and regulations and when dispensing medical cannabis to a patient. One of our Certified Dispensers will enter records of each dispensing of medical cannabis into the Patient Registry and the Statewide Seed-to-Sale Tracking System. Ala. Admin Code. r. 538-x-8-.03.06. Per the requirements of § 20-2A-54, Code of Alabama 1975 (as amended), we will support, participate in, and contribute to Metrc, the Statewide Seed-to-Sale Tracking System and ensure our third-party inventory and tracking systems, provided by 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. We will also confirm our technology and uploads to the Statewide Seed-to-Sale Tracking System are sufficient to allow access to the 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. Ala. Admin Code. r. 538-x-4-.05.04.

### **Coordinating Changes of Information**

We understand as time progresses there may be changes to the patient's information in

the Patient Registry. Information like addresses, daily doses, or caregiver and certifying physician information may change, and we will monitor for those changes in the Patient Registry. When we see a change that affects our ability to dispense medical cannabis to a patient, we will email and/or call the certifying physician's primary contact regarding the changes. Additionally, we recognize changes in the information may include voluntary relinquishments or termination of medical cannabis cards and that the registered certifying physician or the physician's designated representative will inform the AMCC by notation on the patient registry within 72 hours of: Receiving written notification of the patient's or caregiver's decision to voluntarily relinquish the patient's or caregiver's medical cannabis certification; Determining that a patient is no longer under a diagnosis of a qualifying condition; Being notified of the death of the patient or caregiver; and/or, Learning that the caregiver has quit, been terminated, or for any other reason is no longer acting as a caregiver with respect to the patient. Ala. Admin Code. r. 538-x-2-.09.02.

If there are any questions regarding the potential accuracy of changes in information, we will reach out to the certifying physician's office to clarify the changes of information with the primary contact. If we notice changes in the Patient Registry due to action taken by the AMCC, and if the changes in any way relate to the health of the patient, we will coordinate the information with the certifying physician's primary contact and notify them of the AMCC's action. For example, we will reach out to the certifying physician's primary contact when the AMCC issues a written reprimand to the patient or caregiver and include a notation of the reprimand in the patient registry. Ala. Admin Code. r. 538-x-2-.11.01.c.

### **Conclusion**

We have a plan to coordinate information with registered certifying physicians and our CRMO will oversee the successful execution of this plan. We will provide the training and resources (such as SOPs that detail the process and requirements) for our Certified Dispensers to be able to execute their responsibilities. By communicating with certifying physicians' primary contacts, we will mitigate the possibility of receiving inaccurate information from the Patient Registry. We fully embrace our role in serving our patients and are eager to work with registered certifying physicians to receive and coordinate information with them, with the Patient Registry System as a crucial tool in that process

**Exhibit 16 - Point-of-Sale Responsibilities**

**Verification**

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

William H Carr  
Printed Name of Verifying Individual

Founding member/owner  
Title of Verifying Individual

  
Signature of Verifying Individual

12/29/22  
Verification Date

## **Introduction – Point-of-Sale Responsibilities**

Our dispensary staff of Certified Dispensers, General Managers and Operations Supervisors, and Dispensing Team Members will provide high-quality education to our patients and caregivers. This education may be in the form of consultation, providing information, responses to patient and caregiver questions, and/or instructions for use regarding all medical cannabis products we sell. Ala. Admin. Code r. 538-x-8-.05.03.d. To lay the foundation for excellence in this aspect of our dispensary operations, we will require our staff who are qualified to be Certified Dispensers to get training and certification by the AMCC on proper dispensing procedures. Ala. Code § 20-2A-64(e)(2). Additionally, our training program will go beyond the minimum educational thresholds established by the AMCC, accomplished through onboarding training and continuing education programs. Training will be an ever-evolving process for every employee, with continuing education, shadowing, ongoing proficiency evaluations, and trainings that are both periodic and in response to discrete events. Furthermore, whenever changes occur in regulations or company policies, staff will undergo immediate retraining. This process guarantees that all Certified Dispensers will maintain compliance with all existing and forthcoming rules or regulations issued by the AMCC. Our Chief Medical Officer will advise on all our onboarding training and continuing education programs, as his experience helping Alabamians experiencing a variety of pain management issues has given him invaluable experience in how to best convey important information to patients who are suffering, or their caregivers that must relay this information to their patient after leaving our Dispensary.

At a minimum, all our Certified Dispensers will have two years of education or experience in the fields of biology, biochemistry, chemistry, physiology, pharmacology, medicine, medical cannabis, nursing, pharmaceuticals, or a similar field. Ala. Admin. Code r. 538-x-8-.03.03. Certified dispensers will also take and pass a medical foundations training course, as required by the AMCC. Ala. Admin. Code r. 538-x-4-.04.02.a. Certified Dispensers will further complete a minimum of 10 hours of continuing education as approved by the AMCC to address proper dispensing procedures, prevention of abuse and diversion of medical cannabis, and other topics related to public health, safety, and good business practices relating to the dispensing of medical cannabis. Ala. Admin. Code r. 538-x-8-.03.04. Certificates of completion for all training and continuing education courses will be signed by

the individual that completed the course and our Human Resources Manager or other person tasked with overseeing our educational compliance. Ala. Admin. Code r. 538-x-4-.04.03. We will maintain copies of these certificates for a minimum of three years. Ala. Admin. Code r. 538-x-4-.04.03.

Our dispensary employees' education will also cover the lifecycle of the cannabis plant; cultivation methodologies; processing, extraction, and infusion techniques; different strains and their physical and physiological effects; cannabinoids; terpenes; routes of administration and their relative effects; safe and proper usage of products; safe storage of products; recognizing signs of impairment; identifying, preventing, and responding to accidental ingestion or overconsumption; intended effects and side-effects; substance abuse signs, symptoms, and resources; up-to-date laws at the federal and state level, especially as they relate to possession, consumption, dispensing practices, and patient confidentiality; and, advancements and developments in the field of cannabis science.

### **Our Four-Pronged Plan for Success**

To guarantee that our training program results in certified dispensers providing the highest quality point-of-sale education, consultation, provision of information, responses to patient and caregiver questions, and instructions for use regarding all medical cannabis products, we will focus on requiring mastery of the following four topic areas:

#### **Product Knowledge and Awareness**

Our Staff, who are Certified Dispensers, will be familiar with every product available at our dispensary, including those we source from other licensees, and they will be able to confidently explain these products in language easily understood by any patient or caregiver. They will also be readily able to provide education regarding potential side effects, potential drug interactions, or other aspects of medical cannabis at the request of the patient or caregiver. Ala. Admin. Code r. 538-x-8-.03.07. Our Chief Retail & Marketing Officer ("CRMO"), who previously was the owner-operator of two well-known dispensaries, will oversee all our dispensaries. He will maintain an up-to-date product catalogue for reference—including product descriptions and prices for every product we always carry —, and train Dispensary staff to refer to it regularly. Certified dispensers will also be required to attend monthly

meetings with representatives from our cultivation and processing facilities to learn about their products and processes.

**Alabama Code §36-12-40 (Proprietary)**

[REDACTED]

Moreover, our standard dispensing procedures will include providing a patient education form for first-time visitors, instructing patients on the educational materials available in-store and online. We also intend to email our patients and caregivers with new offerings, medical cannabis research advancements, changes in regulation that will affect their dispensing procedures, and any other applicable information to keep our patients and caregivers well-informed, so long as they opt-in to receiving these emails. We also plan to work directly with the AMCC to provide the most updated educational materials possible. We want well-educate our patients and caregivers so that they will feel empowered to ask meaningful questions about their cannabis products and will be better able to decide exactly what products are right for them. We will also require all our Certified Dispensers to meet on a weekly basis to discuss the various questions that patients and caregivers asked during the week. Our staff will then prepare comprehensive answers to these questions, which our Chief Medical Officer will review, and maintain a running list in our internal computer system to respond to patient and caregiver questions more quickly and accurately.

Proper Use and Potency of Products

Our Certified Dispensers will provide instructions on the proper administration of medical cannabis and will help patients and caregivers understand the effects of various products. Ala. Admin. Code r. 538-x-8-.03.07. Our Certified Dispensers will explain potency using standardized language with objective, descriptive explanations including levels of THC and cannabidiol CBD present, expressed in absolute terms (milligrams) and relative terms (as a percent of the total chemical profile); relative ratios of THC to CBD; the presence or absence of various terpenes; and absorption time. To help patients and caregivers understand the meaning of these figures, Certified Dispensers may use subjective explanations of potency, including relative comparisons of various products. Certified Dispensers will speak in both objective and subjective terms about commonly experienced effects to provide patients and caregivers with the most complete picture possible.

Certified Dispensers may provide patients with administration instructions to slow the buildup of tolerance and help prevent negative side effects. Certified Dispensers will explain that the onset of effects can be delayed, and to be cautious when taking cannabis products.

### Customer Service

Our goal is that every patient and caregiver feel comfortable, respected, and cared for at our dispensaries. We will train our staff to have a friendly, compassionate, and knowledgeable outward appearance. They will be required to treat patients and caregivers with respect, particularly those who require more information and education than others, and they will be specially trained to accommodate people with disabilities. As mentioned, all of our staff will undergo a Responsible Vendor Training Program provided by Cannabis Trainers to become proficient in the best ways to communicate with patients and caregivers. Staff will always listen patiently and respond to any questions the patient or caregiver may have. Only then will our Certified Dispensers make recommendations within the bounds defined by the AMCC, or elicit more information by asking questions to help determine their relative experience with cannabis products. For first-time users, Certified Dispensers will take care to explain the fundamental properties of cannabis products, commonly experienced effects, and the responsible use and storage of cannabis.

Standard consultations with Certified Dispensers will include a discussion of the products available for sale at our dispensary, the physical, physiological, and psychological

effects of each, and any factors that may influence the patient's preferred route of administration. Notably, our staff, including Certified Dispensers, will never offer advice regarding the safety or effectiveness of medical cannabis, the recommended daily dosage, or type of medical cannabis recommended by the registered certifying physician. Ala. Admin. Code r. 538-x-8-.03.07. Our Certified Dispensers will always direct the patient or caregiver back to the registered certifying physician to address questions or provide advice on these issues. Ala. Admin. Code r. 538-x-8-.03.07. Certified dispensers will never make unscientific claims about the efficacy of cannabis in treating symptoms or diseases, and will never describe any cannabis product as capable of diagnosing, treating, or curing any medical condition.

Certified Dispensers will, upon request, provide patients and caregivers with instructions for safe and proper consumption, potential side effects, and will demonstrate how to safely and properly use products. Ala. Admin. Code r. 538-x-8-.03.07.

#### Laws Governing Medicinal Cannabis Possession and Use

We are committed to preventing the illegal use of our products. While it is the patient's and/or caregiver's responsibility to follow Alabama law, staff will facilitate adherence to the law by explaining to patients and caregivers—in clear terms—the laws which govern use of the cannabis products sold at our dispensaries. This explanation will include both activities specifically allowed by law and activities specifically disallowed by law. Patients and caregivers will also be provided with supplementary written materials explaining applicable laws, including regulations promulgated by the AMCC and the Darren Wesley 'Ato' Hall Compassion Act.

#### **Conclusion**

By enacting rigorous, ongoing, and methodical training programs for our Certified Dispensers, plus regular meetings focused on curating safe, reliable, and informative patient and caregiver service interactions, we will establish a standardized and top-notch approach to providing point-of-sale education, consultation, provision of information, responses to patient and caregiver questions, and instructions for use regarding all medical cannabis products to all patients and caregivers that utilize our dispensaries.



**Exhibit 17 - Confidentiality of Patient Information**

**Verification**

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

William H Carr  
Printed Name of Verifying Individual

Founding member/owner  
Title of Verifying Individual

  
Signature of Verifying Individual

12/29/22  
Verification Date

**Introduction – Confidentiality of Patient Information Plan**

We will protect patient confidentiality and privacy as a foundational tenet of our integrated facility operations. We will restrict the collection and storage of personal information by following guidelines under the Health Insurance Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and by securing and preventing unauthorized access to confidential information using advanced cybersecurity technology.

**Patient Records**

Alabama Code §36-12-40 (Confidential)

[Redacted text block containing multiple lines of blacked-out content]

**Employee Training**

Alabama Code §36-12-40 (Proprietary)

[Redacted text block containing multiple lines of blacked-out content]

Alabama Code §36-12-40 (Proprietary)

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Alabama Code §36-12-40 (Proprietary)

[Redacted]

Cybersecurity Procedures

Alabama Code §36-12-40 (Proprietary)

[Redacted]

Technical Security Measures

Alabama Code §36-12-40 (Proprietary)

[Redacted]

Alabama Code §36-12-40 (Proprietary)

[Redacted]

Alabama Code §36-12-40 (Proprietary)

[Redacted]

Incident Response

Alabama Code §36-12-40 (Proprietary)

[Redacted]

Alabama Code §36-12-40 (Proprietary)

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Data Breach Notifications

We will comply all applicable laws for notifications following a breach of security. Ala. Code § 41-9-642. For data breach notifications, our procedures will define “breach of security” as any unauthorized access to data containing unencrypted personal information that compromises the security, confidentiality, or integrity of personal information. We will use the definition of “personal information” from the Personal Information Protection Act: a username and password that would allow access to an online account, or an individual’s first name or first initial and last name linked with any one or more of the following in unencrypted form: social security number; driver’s license, state identification card, or patient registry card number; bank account, credit card, or debit card number, access code, or password that could permit access to an individual’s financial accounts; medical information; health insurance information; or, unique biometric information. We will follow the HIPAA Breach Notification Rule, 45 CFR 164.400-414, including notifying the Attorney General and all national consumer reporting agencies, if it affects more than 1,000 individuals. In event of a data breach, we will provide written notice to all potentially affected individuals within 24 hours of discovering a breach, unless otherwise directed by law enforcement or the AMCC. Notice will primarily be electronic notice consistent with the provisions of Section 101 of the federal Electronic Signatures in Global and National Commerce Act. 15 U.S.C. § 7001. Otherwise, notice will be substitute notice in the form of regular U.S. mail and/or e-mails to all affected parties, conspicuous posting on our website, and notification to the AMCC and state-wide media.

**Exhibit 18 – Money Handling and Taxes**

**Verification**

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

William H Carr  
Printed Name of Verifying Individual

Founding member owner  
Title of Verifying Individual

  
Signature of Verifying Individual

12/29/22  
Verification Date

**Introduction – Money Handling and Tax Plan**

We have developed robust financial practices with a double entry accounting system, and we will train all employees on appropriate money handling techniques. We will have established procedures for our allocation of funds and remittance of taxes as outlined below. These processes will be documented in our standard operating procedures (“SOPs”) and readily available for any staff to review. All finance related SOPs will also be made available to the Alabama Medical Cannabis Commission (“AMCC”). Documents will be provided as needed to the Department of Revenue of the State of Alabama (“the Department”). We will always designate appropriate funds for prompt tax remittance as required by any local, state, or federal agency.

**Financial Practices**

**Alabama Code §36-12-40 (Proprietary)**

[Redacted content]



**Accounting**

Alabama Code §36-12-40 (Proprietary)

[Redacted]

**Money Handling**

Alabama Code §36-12-40 (Proprietary)

[Redacted]

Alabama Code §36-12-40 (Proprietary)

[Redacted]

Alabama Code §36-12-40 (Proprietary)

[Redacted]

Alabama Code §36-12-40 (Proprietary)

[Redacted]

**Tax Allocation and Remittance**

We will voluntarily disclose all taxes owed by our business and related information. We will allocate appropriate financial resources to fulfill our tax obligations at the local, state, and federal level. We will file our taxes promptly and with any required forms. Ala. Code §

40-11-4; Ala. Code § 40-23-7. We will accept any additional tax, penalty, or interest assessed upon us by the Department. Ala. Code § 20-2A-80(b)(5). 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).

### Local

We will abide by all relevant taxation regulation put in place by the Alabama localities of Alexander City, Anniston, Enterprise, Tuscumbia, Phenix City, and Samson. We will only pay municipal and/or county tax once per sale. Ala. Code § 40-23-2.1. The following list describes the municipality and state tax rates in detail:

- Alexander City - the total tax rate is 10%, calculated by adding the 4% city rate, the 2% county rate, and the 4% state rate.
- Anniston – the total tax rate is 10%, calculated by adding the 5% city rate, 1% county rate, and 4% state rate.
- Enterprise - the total tax rate is 9%, calculated by adding the 4% city rate, 1% county rate, and 4% state rate.
- Phenix City - the total tax rate is 9.5%, calculated by adding the city rate of 4.5%, the county rate of 1%, and the state rate of 4%.
- Samson – the total tax rate is 9%, calculated by adding the city rate of 3%, the county rate of 2%, and the state rate of 4%.
- Tuscumbia – the total tax rate is 9%, calculated by adding the city rate of 3.5%, the county rate of 1.5%, and the state rate of 4%.

### State

We will include in each monthly tax report details of our cash sales. Credit collections will be reported during the subsequent month once collections of credit sales have been processed (if applicable). Ala. Code § 40-23-8. We will pay all due taxes at the time of reporting. 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).

**Federal**

Any contribution provided to our business by the State of Alabama will be deducted from our reportable federal taxable income. Ala. Code § 40-18-35.3; 26 U.S.C. § 118(b)(2). We will make no other deductions or credits to our taxes. 26 U.S.C. § 280E. All owners, our business entity, and affiliates, will promptly pay federal income taxes. Treasury Regulation § 26.6072(b).

**Conclusion**

We will maintain detailed records of all inventories and income to support accurate calculations of our tax obligations. 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 records. Ala. Code § 20-2A-52(a)(3)(b).

**Exhibit 19 – 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.**

William H Carr  
Printed Name of Verifying Individual

Founding member/owner  
Title of Verifying Individual

  
Signature of Verifying Individual

12/29/22  
Verification Date

**19.1 - SOPs - IT Plan**

**Alabama Code §36-12-40 (Proprietary)**

[Redacted]

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.

**Alabama Code §36-12-40 (Proprietary)**

[Redacted]

**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.

During our dispensary operations, we will enter all transactions, account for all inventory, monitor patient usage, and log other relevant information as may be necessary or appropriate to our business, into the statewide seed-to-sale tracking system pursuant to applicable law. Ala. Admin Code. r. 538-x-8-.02.06.b. Additionally, we also have a detailed plan for our cultivation and processing 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 the 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-8-.05.03.l.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. Ala. Admin Code. r. 538-x-9-.03.03.l.08.

**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 Patient Registry, 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. At our dispensaries, we will use our access to the Alabama Medical Cannabis Patient Registry System to track patient and caregiver information (e.g., qualification, certification, medical cannabis card validity, and purchase limits). Ala. Code § 20-2A-35; Ala. Code § 20-2A-35(a); Ala. Code § 20-2A-35(b).

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 to a registered qualified patient or registered caregiver, access to and coordination of which will be paid for and maintained by us. Ala. Code § 20-2A-54. At the time of dispensing medical cannabis, our certified dispenser, or another dispensary employee under the supervision of the certified dispenser, will enter into the patient registry and the statewide seed-to-sale tracking system (and attach to the package containing the medical cannabis) the following patient-specific information: the name and medical cannabis card number of the patient—and caregiver, if applicable; the name and contact information of the registered certifying physician; the amount and type of medical cannabis being dispensed; the physician’s dosing comments and maximum daily dosage recommendation; and, the date and time the medical cannabis was dispensed. Ala. Admin Code. r. 538-x-8-.03.06.a; Ala. Admin Code. r. 538-x-8-.03.06.f.

**Alabama Code §36-12-40 (Proprietary)**

[Redacted]

**19.2 – SOPs – Plan for Maintenance and Storage**

We are committed to maintaining and storing cannabis in a way that prevents contamination, diversion, and loss in compliance with all relevant regulations and requirements from the AMCC. Ala. Admin. Code r. 538-x-3-.05-3.m.16.b. **Alabama Code §36-12-40 (Proprietary)**

[Redacted]



Alabama Code §36-12-40 (Proprietary)

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Alabama Code §36-12-40 (Proprietary)

[Redacted text block containing multiple paragraphs of blacked-out content]

**Alabama Code §36-12-40 (Proprietary)**  
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**19.5 - SOPs - Criminal Activity Plan**

**Alabama Code §36-12-40 (Security Plan)**  
[Redacted text block]

Alabama Code §36-12-40 (Proprietary)

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**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, which 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 AMCC and the Federal Occupational Safety and Health Administration ("OSHA"). We will adhere to the AMCC's training requirements for dispensers that addresses proper dispensing procedures, and other topics relating to public health and safety and preventing abuse and diversion of medical cannabis.

**Alabama Code §36-12-40 (Proprietary)**

[Redacted content]

Alabama Code §36-12-40 (Proprietary)

[Redacted]

Reporting Criminal Activity: Alabama Code §36-12-40 (Security Plan)

[Redacted]

[Redacted]

[Redacted]

Preservation of Cannabis and Maintaining Access: Alabama Code §36-12-40 (Proprietary)

[Redacted]

Alabama Code §36-12-40 (Proprietary)

[Redacted]

[Redacted]

**19.6 - SOPs - Emergency Procedures/Disaster Plan**

Alabama Code §36-12-40 (Proprietary)

[Redacted]

**Alabama Code §36-12-40 (Proprietary)**

[Redacted text block]

**Preservation of Cannabis/Medical Cannabis:** **Alabama Code §36-12-40 (Proprietary)**

[Redacted text block]



**Alabama Code §36-12-40 (Proprietary)**

[Redacted content]

**Reasonable Efforts to Maintain Patient Access:** Following an emergency, we are committed to taking reasonable steps to maintain access to medical cannabis for those who depend on it. we plan to develop and maintain a stock of cannabis reserved for dispensing in case of emergency. In the event of an emergency that might compromise the safety of the cannabis at our facility, proper procedures for the safe removal, secure transportation, and compliant temporary storage are paramount to preserving the integrity of our cannabis and protecting the safety of our Alabama patients. Though the AMCC has yet to provide guidance on permitted activities following an emergency or disaster, should an emergency or disaster occur, we will request 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 that an emergency or disaster has occurred and where and when they will be able to collect 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 dispense cannabis following an emergency, we will dispense compliantly as soon as possible.

#### **19.7 – SOPs – Alcohol, Smoke, and Drug Free Workplace Policy**

We will maintain at all times and review annually following this application process, a clear written Alcohol, Smoke, and Drug Free Workplace Policy, which will also be included in our Employee Handbook and/or Policies and Procedures Manual. Ala. Admin Code. r. 538-x-3-.05.03.m.16.g. Maintaining our workplace as alcohol, smoke, and drug free is paramount to maintaining an environment of security, safety, and health for our employees, patients, and any visitors at our medical cannabis facility. Our HR Manager 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.

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

We will have the proper 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 employee 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.

### **19.8 – SOPs – Employee Safety Plan**

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

1970 and subsequent laws. We will comply with the General Duty Clause of the OSH Act, which requires employers to keep their workplace free of serious recognized hazards. 29 USC 654. We will always follow mandatory standards for general industry and any other applicable standards, as well as any guidance specific to the cannabis industry. 29 CFR 1910. We will comply with standards for recording and reporting occupational injuries and illnesses. 29 CFR 1904. As a facility that cultivates cannabis, we will comply with OSHA's standards for agricultural operations, especially including environmental controls, toxic and hazardous substances, and safety for 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 in such a way that they can be readily accessed from the physical site of operations upon the request of inspectors, the AMCC, or AMCC staff. Ala. Admin Code. r. 538-x-3-.05.03.m.16.h. We will maintain at all times, and review at least annually, our employee safety plan that complies with parallel OSHA standards applicable to similar types of businesses (to the extent such standards can be extrapolated to fit our workplace). Ala. Admin Code. r. 538-x-4-.07.12.o.08. Our HR Manager 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 OSHA and EPA inspections and compliance reviews. We 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. We will require all employees 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 (“SDSs”), 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 PPE; allowing rest time for staff between tasks of 10-minute breaks every two hours of work and one hour lunch break between every four hours of work; and, reporting potential workplace hazards to our Chief Operating Officer (“COO”). Applicable material safety data sheets will be readily available in processing areas. We will use the Hazard Analysis of Critical Control Points (“HACCP”) system to identify specific safety hazards and measure and control them to ensure the safety of our products. HACCP is a science-based, systematic tool used in various industries to assess safety hazards and establish control systems that focus on prevention rather than relying exclusively on managing collateral damage. We will use our HACCP system throughout all stages of 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.

We will provide gloves, appropriate clothing, 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 to be used when participating in certain aspects of creating our medical cannabis products. 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 or shoe covers 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.

**19.9 - SOPs - Confidential Information and Cybersecurity Plan**

**Alabama Code §36-12-40 (Confidential)**

[Redacted content]

Alabama Code §36-12-40 (Confidential)

[Redacted]

[Redacted]

Alabama Code §36-12-40 (Confidential)

[Redacted]



Alabama Code §36-12-40 (Confidential)

[Redacted]

Alabama Code §36-12-40 (Confidential)

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Alabama Code §36-12-40 (Confidential)

[Redacted]

Alabama Code §36-12-40 (Confidential)

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**19.10 - SOPs - 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 our plan for tracking and proper disposal of waste cannabis or medical cannabis, including all parts thereof, as applicable. Ala. Admin Code. r. 538-x-4-.07.12.o.10. Our plan will, at a minimum, leave no part of the disposed or waste cannabis or

medical cannabis either useable or recognizable. 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 complies with Ch.s 27 and 30 of Title 22, Code of AL, 1975. Ala. Admin Code. r. 80-14-1-.14.01.

The primary objective of our waste disposal and sanitation plan is the health and safety of our customers, visitors, vendors, local community, and employees, with a particular focus on preventing the contamination of any cannabis and related cannabis items. This plan includes not only the compliant disposal of waste but also the careful management of waste to ensure that cannabis and related cannabis items do not contaminate the environment and extends to the entire interior and exterior of our building.

**Alabama Code §36-12-40 (Confidential)**

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 that 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.

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 and Industries and the AMCC. 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 by utilizing grinders, shredders, or combining with non-cannabis waste until it is unrecognizable.

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

Whenever we dispose of or destroy cannabis, we will destroy it or render it unusable and will create and maintain a written record of the disposal of the cannabis by our business and weigh the cannabis and update it in the inventory prior to disposal or destruction. The entire destruction process will be monitored, documented, and recorded; we will incorporate continuous electronic monitoring in our facility's operation, including unobstructed

surveillance and monitoring of areas in which cannabis is destroyed. We will maintain electronic documentation of destruction and disposal for a period of at least five years, will maintain detailed and accurate records of all recalls including the disposition of the cannabis product disposal process, and will immediately implement additional changes required by future agency guidance on cannabis product waste management.

Our waste disposal will always comply with the associated rules set forth by the AMCC, the state, and our local jurisdiction. We will render the medical cannabis and/or cannabis products unusable by grinding and incorporating the cannabis plant waste with other ground materials, so the resulting mixture is over 50% non-cannabis waste by volume. For cannabis waste to be disposed of in a landfill or other approved disposal method, we will mix the cannabis waste with mixed waste, such as paper, cardboard, plastic, soil, or other wastes approved by the AMCC (e.g., non-recyclable plastic, broken glass, and leather). If compost waste is permitted, cannabis waste may be mixed with: food waste, yard waste, vegetable-based grease oils, agricultural materials, biodegradable products and paper, clean wood, fruits and vegetables, plant matter, compost activators, or other AMCC-approved methods. In addition to cannabis waste, we will also dispose of agricultural waste, such as grow media, as well as any liquid waste, such as wastewater and nutrient mixes, in a manner compliant with applicable 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.

#### **19.12 - SOPs - Grow Plan**

We will create, monitor, and maintain our cultivation in an enclosed structure with each cannabis plant or batch of cannabis plants being cultivated in an individual receptacle containing 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:** Alabama Code §36-12-40 (Proprietary)

[Redacted]

**Methods of Cultivation:** Alabama Code §36-12-40 (Proprietary)

[Redacted]

Alabama Code §36-12-40 (Proprietary)

[Redacted text block containing multiple paragraphs of blacked-out content]

Alabama Code §36-12-40 (Proprietary)

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**19.14 - SOPs - Cultivation Custody Plan**

Alabama Code §36-12-40 (Proprietary)

[Redacted text block]



Alabama Code §36-12-40 (Proprietary)

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Alabama Code §36-12-40 (Proprietary)

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Alabama Code §36-12-40 (Proprietary)

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**Exhibit 20 - Policies and Procedures Manual**

**Verification**

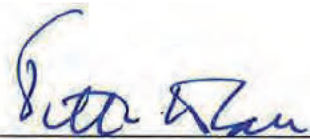
**The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.**

William H Carr

Printed Name of Verifying Individual

Founding member/owner

Title of Verifying Individual



Signature of Verifying Individual

12/29/22

Verification Date

## **Summary- Policies and Procedures Manual**

Our Policies and Procedures Manual will be a living document that constantly evolves as our operations improve. Across our owner's business operations we have these kinds of living policies and procedures manuals, which find get used with great frequency, due to their helpfulness as well as our training of employees of these manuals' importance.

Because we are currently applying for a license, and do not yet have a built-out cannabis facility, we have chosen to provide the Policies and Procedures Manual that we are currently using in our hemp operation. This hemp operation is located in Geneva, Alabama , in Geneva County, the same county that our owner is from; it is also the county in which we propose to build our cultivation and manufacturing facility. Many employees who developed this Manual will also be developing our Policies and Procedures Manual, once our facility is built. Because of the similarity of both the plant, equipment, and staff, we will be using the Policies and Procedures Manual presented here as the basis for the development of our medical cannabis Policies and Procedures Manual.

Our Chief Operating Officer ("COO") and Chief Scientific Officer ("CSO") are currently employed by the hemp operation, and they personally reviewed, adapted, and updated numerous policies from that operation into Exhibit 19 – Standard Operating Plan and Procedures. They undertook this process in consultation with many other members of our staff as well.

Our Policies and Procedures Manual for our Hemp Operation is more robust as it is an Ongoing regulated business and is included below following our developed Standard Operating Plan and Procedures. As you will see, we use a standardized template for our standard operating procedures. This creates a consistent system, to avoid both missing and repetitive information. Staff using these standardized templates are better able to find the exact information they are seeking efficiently using this method. You will also see that applicable forms to a process are mentioned in the SOP, then those forms themselves are provided immediately after. This process allows for the reader to understand the process and the associated recordkeeping easily.

With each new piece of equipment will come updates to this Manual, so that it always reflect what our employees will actually see in a facility. To that end, you will find photographs in this manual of the equipment in our hemp facility. Once our medical cannabis

facility is built, we will take the same type of photographs and put them in our Policies and Procedures Manual.

You will also find in this manual copies of training presentations that have been giving to employees in our facility. We find that having this information in an easy-to-access and well-known location helps employees to be able to refer back to a training that we conducted at the facility.

Having the basis of this hemp Policies and Procedures Manual will be invaluable to us as we start up operations. Many of these SOPs and forms will be easily adapted to our medical cannabis operations. We will encourage employees to suggest changes, to always be improving our Manual to most-accurately reflect our actual work.

## Policies and Procedure Manual Detail

### SOPs - IT Plan

**Alabama Code §36-12-40 (Proprietary)**

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.

**Alabama Code §36-12-40 (Proprietary)**

**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.

During our dispensary operations, we will enter all transactions, account for all inventory, monitor patient usage, and log other relevant information as may be necessary or appropriate to our business, into the statewide seed-to-sale tracking system pursuant to applicable law. Ala. Admin Code. r. 538-x-8-.02.06.b. Additionally, we also have a detailed plan for our cultivation and processing 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 the 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-8-.05.03.l.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. Ala. Admin Code. r. 538-x-9-.03.03.l.08.

**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 Patient Registry,



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. At our dispensaries, we will use our access to the Alabama Medical Cannabis Patient Registry System to track patient and caregiver information (e.g., qualification, certification, medical cannabis card validity, and purchase limits). Ala. Code § 20-2A-35; Ala. Code § 20-2A-35(a); Ala. Code § 20-2A-35(b).

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 to a registered qualified patient or registered caregiver, access to and coordination of which will be paid for and maintained by us. Ala. Code § 20-2A-54. At the time of dispensing medical cannabis, our certified dispenser, or another dispensary employee under the supervision of the certified dispenser, will enter into the patient registry and the statewide seed-to-sale tracking system (and attach to the package containing the medical cannabis) the following patient-specific information: the name and medical cannabis card number of the patient—and caregiver, if applicable; the name and contact information of the registered certifying physician; the amount and type of medical cannabis being dispensed; the physician’s dosing comments and maximum daily dosage recommendation; and, the date and time the medical cannabis was dispensed. Ala. Admin Code. r. 538-x-8-.03.06.a; Ala. Admin Code. r. 538-x-8-.03.06.f.

**Alabama Code §36-12-40 (Proprietary)**

[Redacted]

**SOPs – Plan for Maintenance and Storage**

We are committed to maintaining and storing cannabis in a way that prevents contamination, diversion, and loss in compliance with all relevant regulations and requirements from the AMCC. Ala. Admin. Code r. 538-x-3-.05-3.m.16.b. **Alabama Code §36-12-40 (Proprietary)**

[Redacted]

Alabama Code §36-12-40 (Proprietary)

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**Alabama Code §36-12-40 (Proprietary)**

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**Alabama Code §36-12-40 (Proprietary)**

[Redacted content]

**SOPs - Criminal Activity Plan**

**Alabama Code §36-12-40 (Security Plan)**

[Redacted content]

**Alabama Code §36-12-40 (Security Plan)**

[Redacted content]

**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, which 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 AMCC and the Federal Occupational Safety and Health Administration (“OSHA”). We will adhere to the AMCC’s training requirements for dispensers that addresses proper dispensing procedures, and other topics relating to public health and safety and preventing abuse and diversion of medical cannabis.

**Alabama Code §36-12-40 (Proprietary)**

[Redacted content]

**Alabama Code §36-12-40 (Proprietary)**

[Redacted]

**Reporting Criminal Activity: Alabama Code §36-12-40 (Security Plan)**

[Redacted]

[Redacted]

[Redacted]

**Preservation of Cannabis and Maintaining Access: Alabama Code §36-12-40 (Proprietary)**

[Redacted]

**Alabama Code §36-12-40 (Proprietary)**

[Redacted content]

**SOPs - Emergency Procedures/Disaster Plan**

**Alabama Code §36-12-40 (Proprietary)**

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**Alabama Code §36-12-40 (Proprietary)**

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**Preservation of Cannabis/Medical Cannabis: Alabama Code §36-12-40 (Proprietary)**

[Redacted text block]

**Alabama Code §36-12-40 (Proprietary)**

[Redacted content]

**Reasonable Efforts to Maintain Patient Access:** Following an emergency, we are committed to taking reasonable steps to maintain access to medical cannabis for those who depend on it. we plan to develop and maintain a stock of cannabis reserved for dispensing in case of emergency. In the event of an emergency that might compromise the safety of the cannabis at our facility, proper procedures for the safe removal, secure transportation, and compliant temporary storage are paramount to preserving the integrity of our cannabis and protecting the safety of our Alabama patients. Though the AMCC has yet to provide guidance on permitted activities following an emergency or disaster, should an emergency or disaster occur, we will request 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 that an emergency or disaster has occurred and where and when they will be able to collect 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 dispense cannabis following an emergency, we will dispense compliantly as soon as possible.

### **SOPs – Alcohol, Smoke, and Drug Free Workplace Policy**

We will maintain at all times and review annually following this application process, a clear written Alcohol, Smoke, and Drug Free Workplace Policy, which will also be included in our Employee Handbook and/or Policies and Procedures Manual. Ala. Admin Code. r. 538-x-3-.05.03.m.16.g. Maintaining our workplace as alcohol, smoke, and drug free is paramount to maintaining an environment of security, safety, and health for our employees, patients, and any visitors at our medical cannabis facility. Our HR Manager 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.

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

We will have the proper 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 employee 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.

### **SOPs – Employee Safety Plan**

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

1970 and subsequent laws. We will comply with the General Duty Clause of the OSH Act, which requires employers to keep their workplace free of serious recognized hazards. 29 USC 654. We will always follow mandatory standards for general industry and any other applicable standards, as well as any guidance specific to the cannabis industry. 29 CFR 1910. We will comply with standards for recording and reporting occupational injuries and illnesses. 29 CFR 1904. As a facility that cultivates cannabis, we will comply with OSHA's standards for agricultural operations, especially including environmental controls, toxic and hazardous substances, and safety for 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 in such a way that they can be readily accessed from the physical site of operations upon the request of inspectors, the AMCC, or AMCC staff. Ala. Admin Code. r. 538-x-3-.05.03.m.16.h. We will maintain at all times, and review at least annually, our employee safety plan that complies with parallel OSHA standards applicable to similar types of businesses (to the extent such standards can be extrapolated to fit our workplace). Ala. Admin Code. r. 538-x-4-.07.12.o.08. Our HR Manager 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 OSHA and EPA inspections and compliance reviews. We 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. We will require all employees 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 (“SDSs”), 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 PPE; allowing rest time for staff between tasks of 10-minute breaks every two hours of work and one hour lunch break between every four hours of work; and, reporting potential workplace hazards to our Chief Operating Officer (“COO”). Applicable material safety data sheets will be readily available in processing areas. We will use the Hazard Analysis of Critical Control Points (“HACCP”) system to identify specific safety hazards and measure and control them to ensure the safety of our products. HACCP is a science-based, systematic tool used in various industries to assess safety hazards and establish control systems that focus on prevention rather than relying exclusively on managing collateral damage. We will use our HACCP system throughout all stages of 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.

We will provide gloves, appropriate clothing, 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 to be used when participating in certain aspects of creating our medical cannabis products. 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 or shoe covers 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.

**SOPs – Confidential Information and Cybersecurity Plan**

**Alabama Code §36-12-40 (Confidential Security)**

[Redacted content]



**Alabama Code §36-12-40 (Confidential Security)**

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**Alabama Code §36-12-40 (Confidential Security)**

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**Alabama Code §36-12-40 (Confidential Security)**

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**SOPs – 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 our plan for tracking and proper disposal of waste cannabis or medical cannabis, including all parts thereof, as applicable. Ala. Admin Code. r. 538-x-4-.07.12.o.10. Our plan will, at a minimum, leave no part of the disposed or waste cannabis or

medical cannabis either useable or recognizable. 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 complies with Ch.s 27 and 30 of Title 22, Code of AL, 1975. Ala. Admin Code. r. 80-14-1-.14.01.

The primary objective of our waste disposal and sanitation plan is the health and safety of our customers, visitors, vendors, local community, and employees, with a particular focus on preventing the contamination of any cannabis and related cannabis items. This plan includes not only the compliant disposal of waste but also the careful management of waste to ensure that cannabis and related cannabis items do not contaminate the environment and extends to the entire interior and exterior of our building.

**Alabama Code §36-12-40 (Confidential Security)**

[REDACTED]

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 that 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.

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 and Industries and the AMCC. 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 by utilizing grinders, shredders, or combining with non-cannabis waste until it is unrecognizable.

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

Whenever we dispose of or destroy cannabis, we will destroy it or render it unusable and will create and maintain a written record of the disposal of the cannabis by our business and weigh the cannabis and update it in the inventory prior to disposal or destruction. The entire destruction process will be monitored, documented, and recorded; we will incorporate continuous electronic monitoring in our facility's operation, including unobstructed

surveillance and monitoring of areas in which cannabis is destroyed. We will maintain electronic documentation of destruction and disposal for a period of at least five years, will maintain detailed and accurate records of all recalls including the disposition of the cannabis product disposal process, and will immediately implement additional changes required by future agency guidance on cannabis product waste management.

Our waste disposal will always comply with the associated rules set forth by the AMCC, the state, and our local jurisdiction. We will render the medical cannabis and/or cannabis products unusable by grinding and incorporating the cannabis plant waste with other ground materials, so the resulting mixture is over 50% non-cannabis waste by volume. For cannabis waste to be disposed of in a landfill or other approved disposal method, we will mix the cannabis waste with mixed waste, such as paper, cardboard, plastic, soil, or other wastes approved by the AMCC (e.g., non-recyclable plastic, broken glass, and leather). If compost waste is permitted, cannabis waste may be mixed with: food waste, yard waste, vegetable-based grease oils, agricultural materials, biodegradable products and paper, clean wood, fruits and vegetables, plant matter, compost activators, or other AMCC-approved methods. In addition to cannabis waste, we will also dispose of agricultural waste, such as grow media, as well as any liquid waste, such as wastewater and nutrient mixes, in a manner compliant with applicable 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.

### **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 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:** **Alabama Code §36-12-40 (Proprietary)**

[Redacted]

**Methods of Cultivation:** **Alabama Code §36-12-40 (Proprietary)**

[Redacted]

Alabama Code §36-12-40 (Proprietary)

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**Alabama Code §36-12-40 (Proprietary)**

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**SOPs – Cultivation Custody Plan**

**Alabama Code §36-12-40 (Proprietary)**

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Alabama Code §36-12-40 (Proprietary)

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**Exhibit 21 - Production and Manufacturing Process**

**Verification**

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

William H Carr

Printed Name of Verifying Individual

Founding member/owner

Title of Verifying Individual

Scott Ray

Signature of Verifying Individual

12/29/22

Verification Date

## **Introduction**

We will manufacture exemplary medical cannabis products at our integrated facility. Our Chief Operating Officer and Production Manager will oversee our manufacturing and production processes and our Chief Scientific Officer and Extraction Manager will oversee our team of extraction and processing processes. We designed this plan in alignment with industry best standards, good manufacturing practices (“GMP”), and regulatory compliance, with a focus on safety. We will offer our patients a variety of medical cannabis products, manufactured in a consistent, safe, and compliant manner, with attention given to every ingredient used in our products. Internal record keeping will be maintained for at least two years, and will document all cultivation details, packaging, ingredients, and medical cannabis concentrates utilized in each production batch or infused product, storage of cannabis, and any destruction or disposal. Ala. Admin. Code r.80-14-1-.16.01. We will make every effort to partner positively with other state licensed cannabis businesses and the Alabama Medical Cannabis Commission (“AMCC”) to create safe access to medical cannabis for registered patients within Alabama.

### **21.1 Medical Cannabis Products**

At our Integrated Facility we will produce medical grade products that contain a derivative of cannabis for medical use by a registered qualified patient. Ala. Code § 20-2A-3.1.14(a). We will manufacture oral tablets, tinctures, non-sugarcoated gelatinous cubes, and topical cream. Ala. Code § 20-2A-3.1.14(a)(1-7). For each product, we have determined the scope of our proposed product lines, the equipment necessary to create the product, and detailed procedures necessary to consistently produce uniform products. All products, batches, and containers will be digitally coded and will identify our facility and license number, product destination, and the date of the state testing laboratory’s last testing and approval. Ala. Admin Code r. 528-7-.07.05.b. All our products made available for patient sale will be medical grade, tested, properly labeled, and packaged with the universal symbol for medical cannabis selected by the AMCC. Ala. Admin Code r. 538-x-8-.02.06.a.

### **21.2 Manufacturing Processes**

The purpose of these processes is to establish detailed written procedures, as part of our quality program, for the safe, consistent, and accurate production of manufactured medical cannabis products. We will obtain and utilize equipment of appropriate design and capacity for the type of manufacturing performed. To further the safety of our personnel and products, we will conduct internal air and microbial testing in addition to required and voluntary research and development with a State-Licensed Testing Laboratory. Ala. Admin Code r. 80-14-1-.13.03; 538-x-4-.07.12.o.03.d. Our products will always have an identifying and compliant label prior to sale or transfer.

Alabama Code §36-12-40 (Proprietary)

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**21.3 Blueprint**

We have designed our integrated facility with segregated spaces for each phase of our work. Cultivation, processing, storage, and transportation processes respectively have distinct areas, all of which have limited or restricted access.



#### **21.4 Safety of Personnel and Facilities**

Safety education and training will be provided to all employees by our managerial team. We will document safety trainings, and hold quarterly re-training sessions, in addition to conducting emergency preparedness drills. It is the responsibility of all trained personnel to adhere to the specifications of our procedures for their own safety. Our managerial team will oversee the training and execution of these processes. We will design and construct the manufacturing and processing areas of our facility to cleanroom standards to reduce the risk of contamination. We will select building materials for internal surfaces that are conducive to proper sanitation and maintenance, such as walls, floors, and work surfaces. It is additionally important to have the ability to tightly control other variables within the processing areas such as the air, water, lighting, ventilation, temperature, and humidity. Our integrated facility will include an air purification system appropriate for the size of the space, which will be checked daily to guarantee proper functions. This system will kill airborne molds and fungus.

Staff will perform cleanings during each shift to keep all production areas clean and free of debris to minimize risk of contamination of cannabis products. Equipment used in the manufacturing of cannabis products will be inspected, maintained, and validated at intervals consistent with the equipment manufacturer's recommendations to guarantee the accuracy and reliability of equipment performance. Substances required for proper operation of equipment, such as lubricants, will be stored to prevent contact or cross-contamination with in-process materials or finished products.

We will provide personal protective equipment ("PPE") for employees. Safety goggles must be worn at all times in manufacturing areas. Some equipment has moving parts; loose clothing and ties must be avoided as these can get trapped in the moving parts and cause injury. Long hair should also be tied up to avoid this type of injury. Appropriate shoes and clothing should always be worn while in processing or manufacturing areas. PPE will include gloves for all activities and specialty gloves for use while handling hot products. For all employees working with machinery, we will provide boots and require that they be worn. We will also make hairnets and face masks readily available for all staff. Disposable masks should be worn when performing work that generates dust.

Employees will contribute to the safety of our facility in alignment with our staff sanitation guidelines. Our sanitation policies and procedures will be a core component of our facility's biosecurity measures. The purpose of these policies is to implement the general principles of sanitation throughout the integrated facility. We will maintain procedures that keep cannabis products free from contamination.

To maintain a sanitary facility, we will require that all employees bathe/shower before coming to work, wear a clean uniform each day, and maintain adequate personal hygiene while on our premises. All our employees will maintain a high level of personal hygiene; employees who do not comply with policies regarding attire and grooming will be subject to disciplinary action. We will prohibit employees who feel sick or display symptoms of an illness from working their scheduled shift, including handling any cannabis-infused product. Employees with any illness, open lesion (e.g., boils, sores, infected wounds), or any other source of microbial contamination for which there is a reasonable possibility of contact with cannabis will be required to remain at home until their condition is remedied. Employees with a combined cough and fever will also be required to stay home from work. Any employee with the following illnesses, in accordance with regulations applicable to food handlers, will not be permitted to come to work or handle cannabis products until cleared by a physician: amebiasis; enterohemorrhagic E. coli; shigellosis; typhoid fever or paratyphoid fever; hepatitis A or viral hepatitis; jaundice of unspecified etiology; or persistent diarrhea.

Our managerial and quality teams will conduct quarterly risk management assessments. The goal of risk management is to identify all hazards associated with our manufacturing process and apply adequate control measures. Hazard identification will be carried out systematically through the analysis of each work activity. Appropriate controls will be identified for all hazards and risks, and procedures will be updated as needed.

**21.5 Formulae and Ingredients**

**Alabama Code §36-12-40 (Proprietary)**

[Redacted]

[Redacted]

Alabama Code §36-12-40 (Proprietary)

[REDACTED]	[REDACTED]	[REDACTED]
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Alabama Code §36-12-40 (Proprietary)

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Alabama Code §36-12-40 (Proprietary)

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Alabama Code §36-12-40 (Proprietary)  
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**Conclusion**

We are dedicated to the safety of our patients, employees, and the community. We will maintain the safety of our employees, patients, and the broader community through detailed manufacturing procedures. Our manufacturing and production methods are based on historical industry data and our team’s operational experience in other markets. We believe that the Alabama medical cannabis market will continue to support additional infused products. Our SOPs will always be made available to the AMCC by request. We will comply with all testing and inspections by the AMCC or the Alabama Department of Agriculture. Ala. Admin Code r. 80-14-1-.13.02; 538-x-4-.07.12.o.11.n.

**Exhibit 22 – 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.**

William H Carr

Printed Name of Verifying Individual

Founding Member/owner

Title of Verifying Individual

[Handwritten Signature]

Signature of Verifying Individual

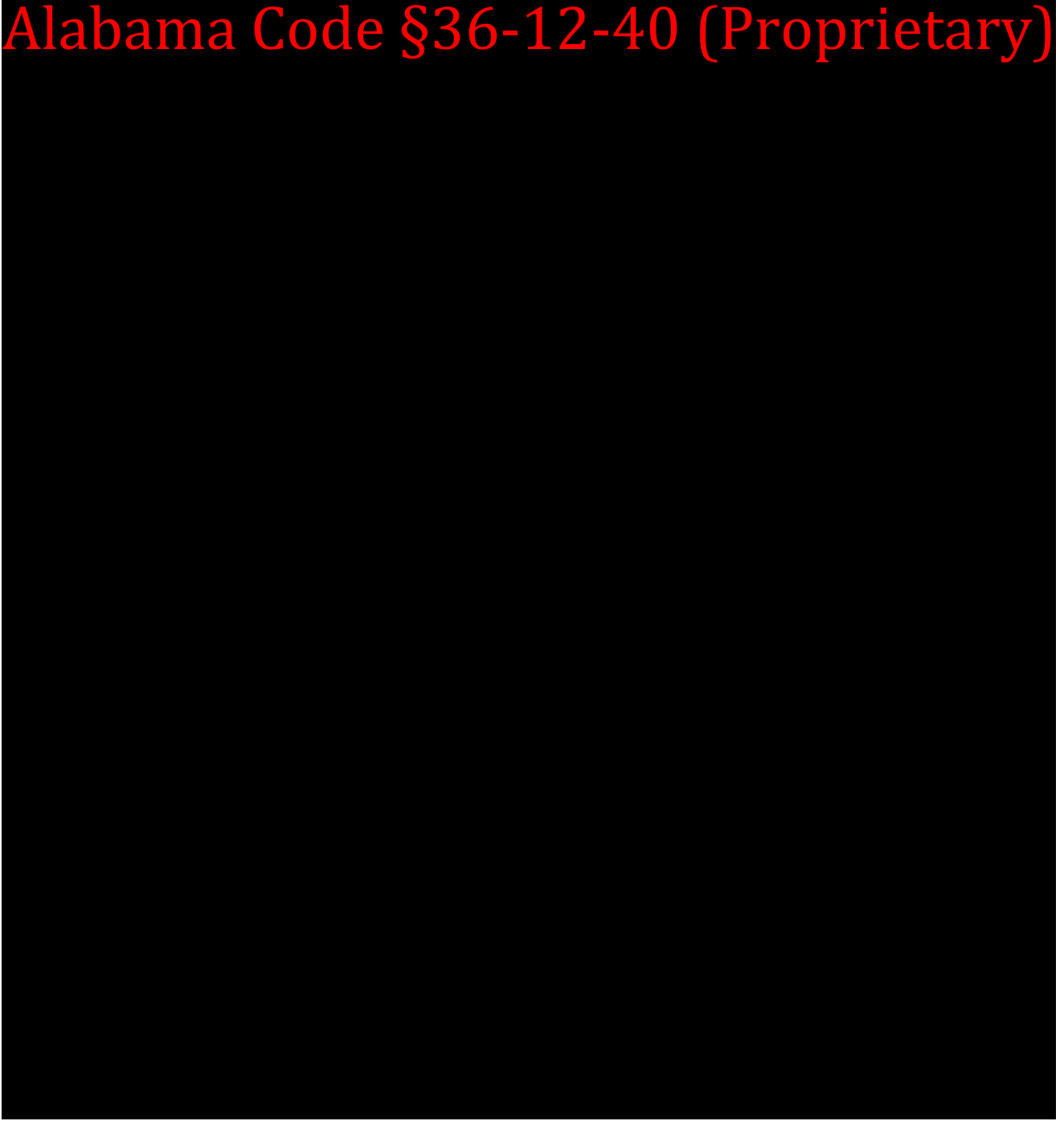
12/29/22

Verification Date

**22.1 - Sales Contracts and Receipts, Lease Agreements or Other Documentation  
Demonstrating Possessory Interest in All Machinery and Equipment To Be Used In  
the Cultivation and Processing of Medical Cannabis**

**Cultivation**

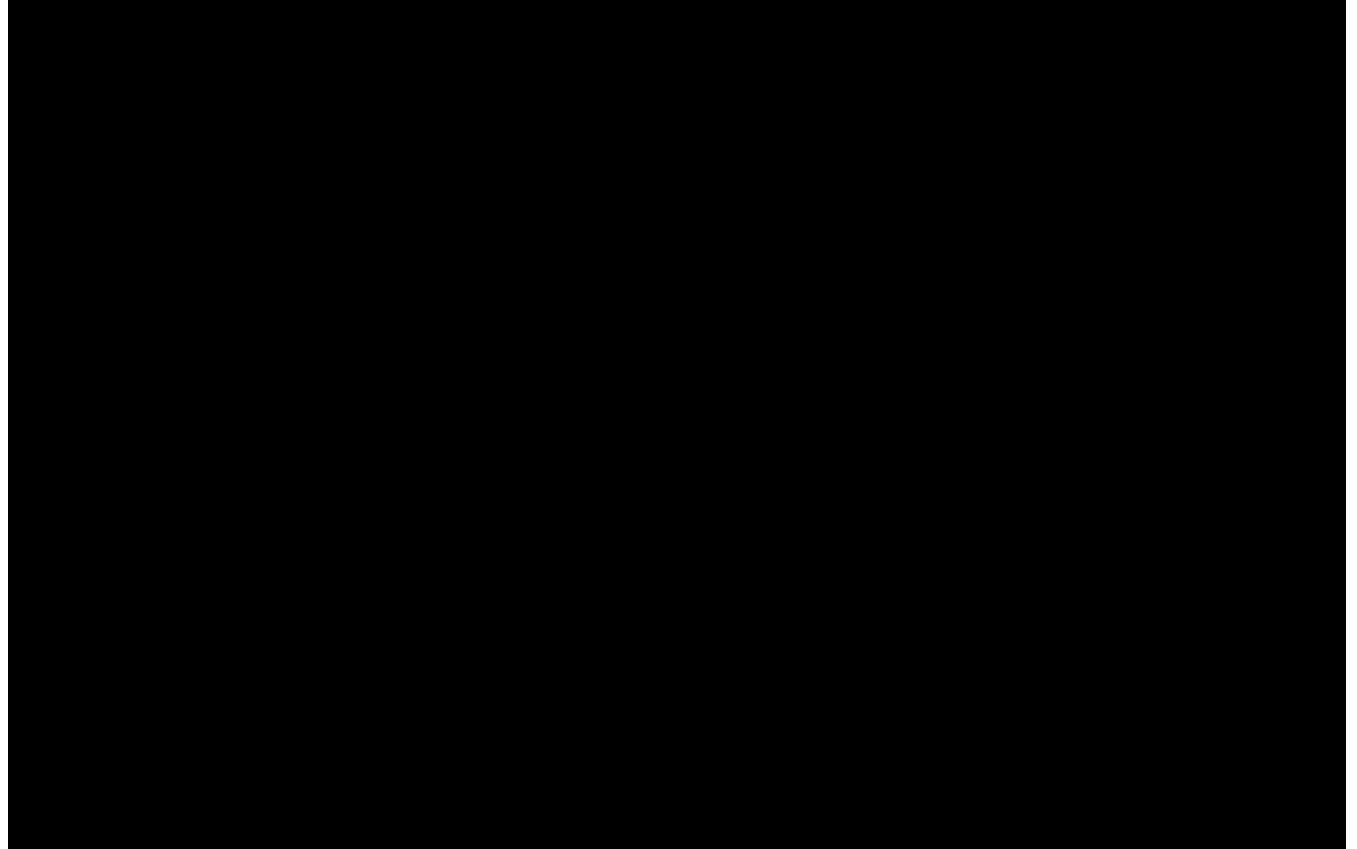
**Alabama Code §36-12-40 (Proprietary)**



Alabama Code Lights - Alabama Code §36-12-40 (Proprietary)

[Redacted]

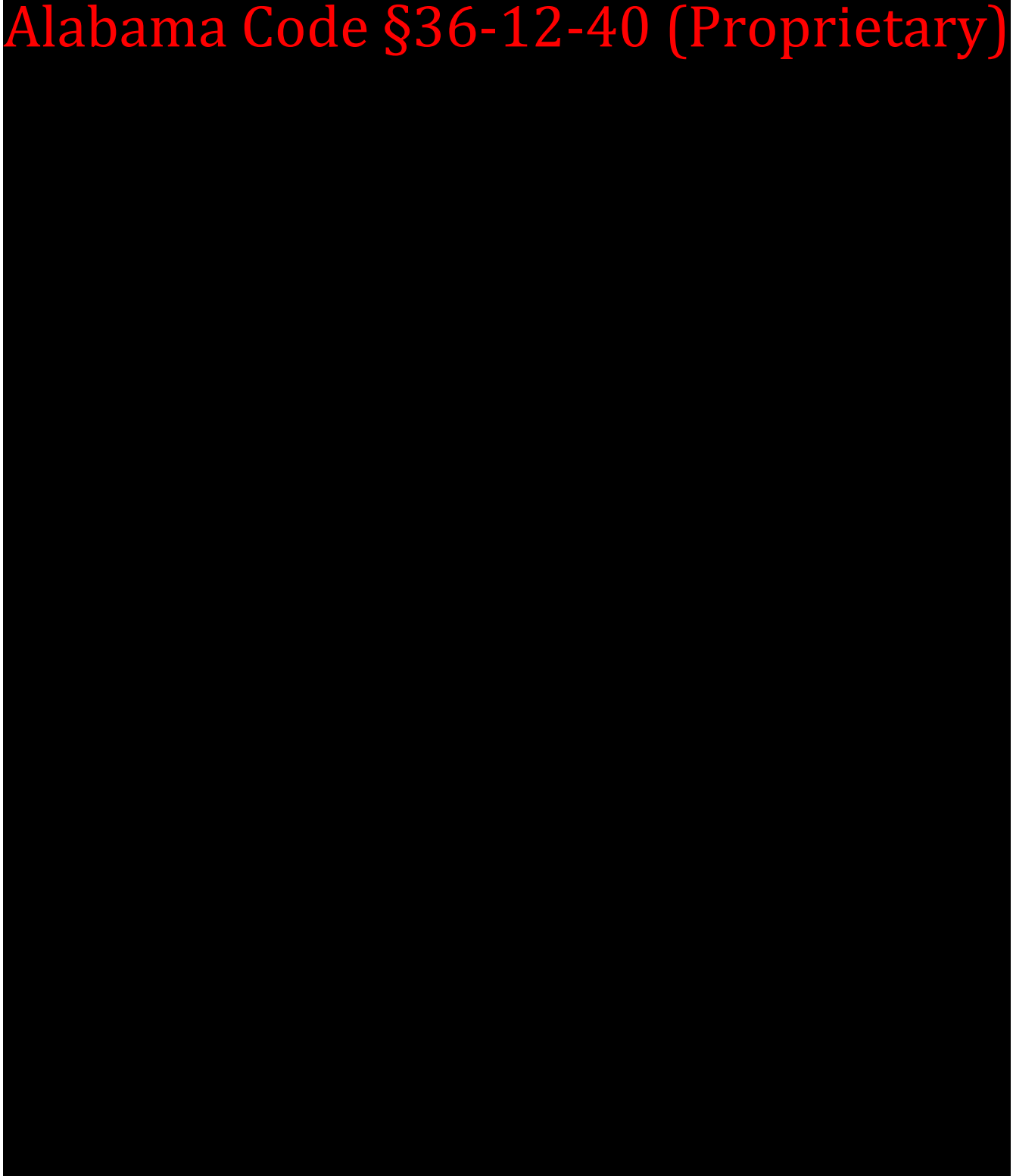
# Alabama Code §36-12-40 (Proprietary)



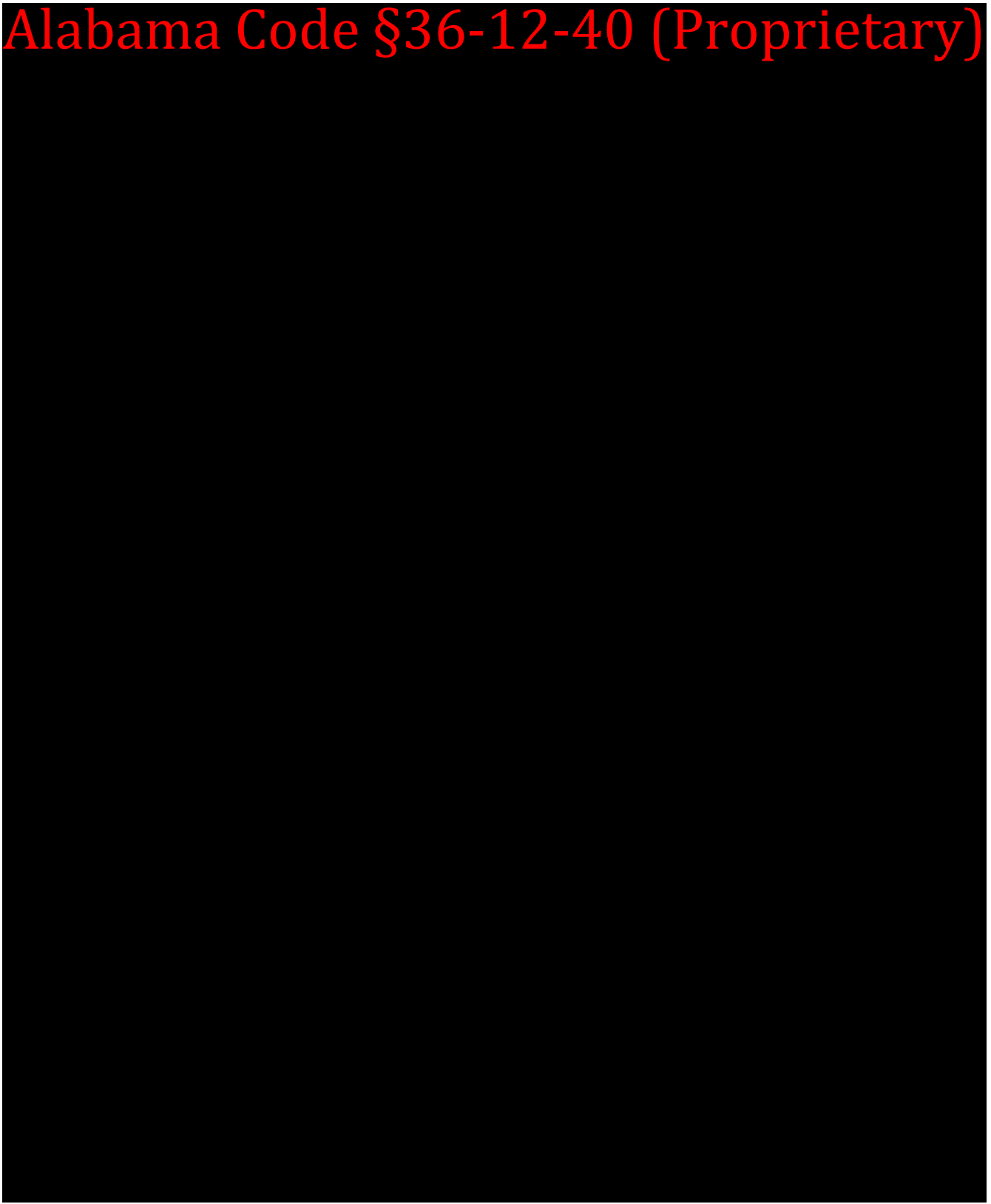
Greenhouse Structure and Equipment - **Alabama Code §36-12-40 (Proprietary)**

[Redacted]

**Alabama Code §36-12-40 (Proprietary)**



# Alabama Code §36-12-40 (Proprietary)





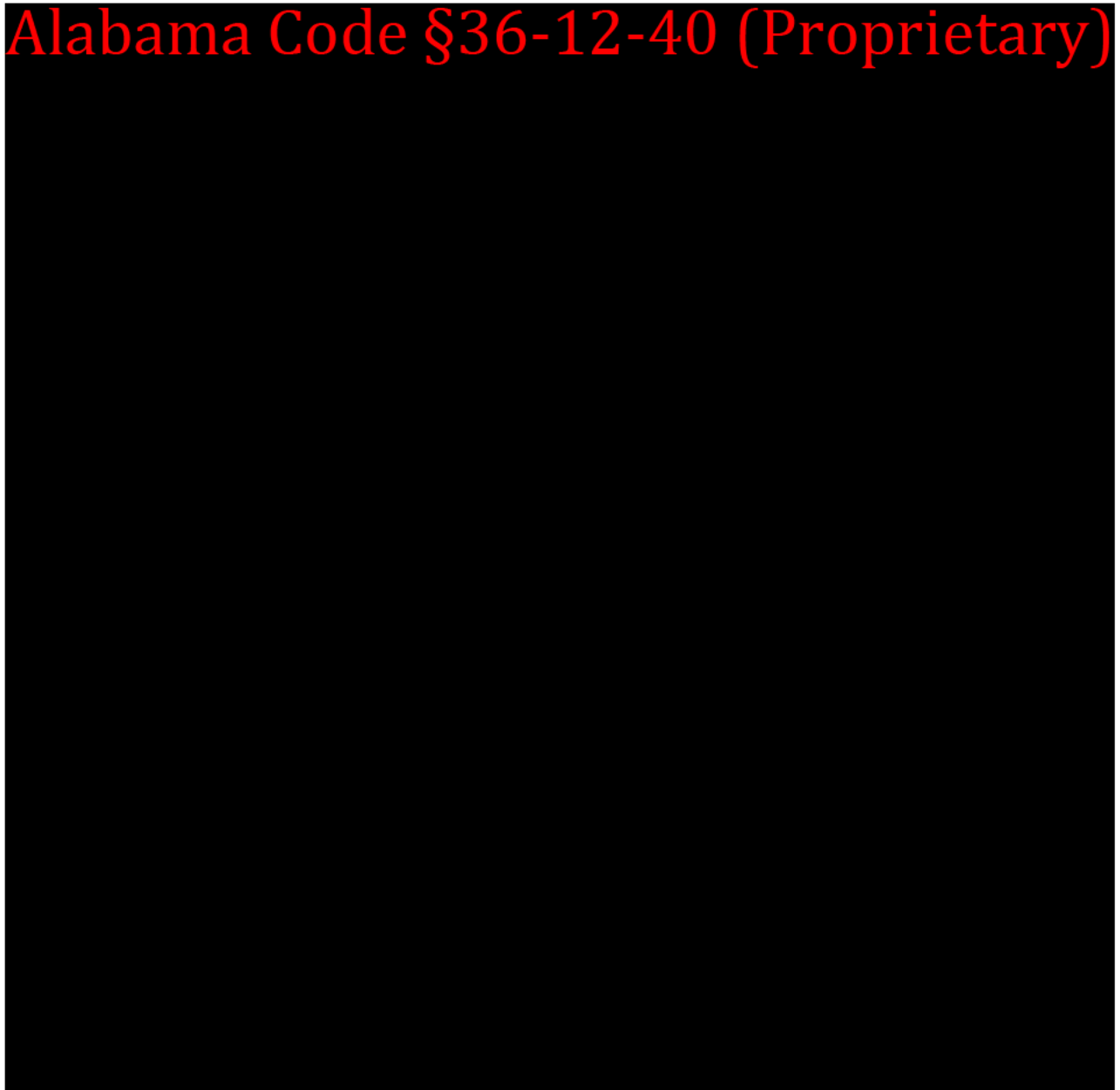
Fertigation and Irrigation **Alabama Code §36-12-40 (Proprietary)**

**Alabama Code §36-12-40 (Proprietary)**

Extraction

Alabama Code §36-12-40 (Proprietary)

Alabama Code §36-12-40 (Proprietary)



Samson Extracts

Initial: \_\_\_\_\_  
Page 1 of 6

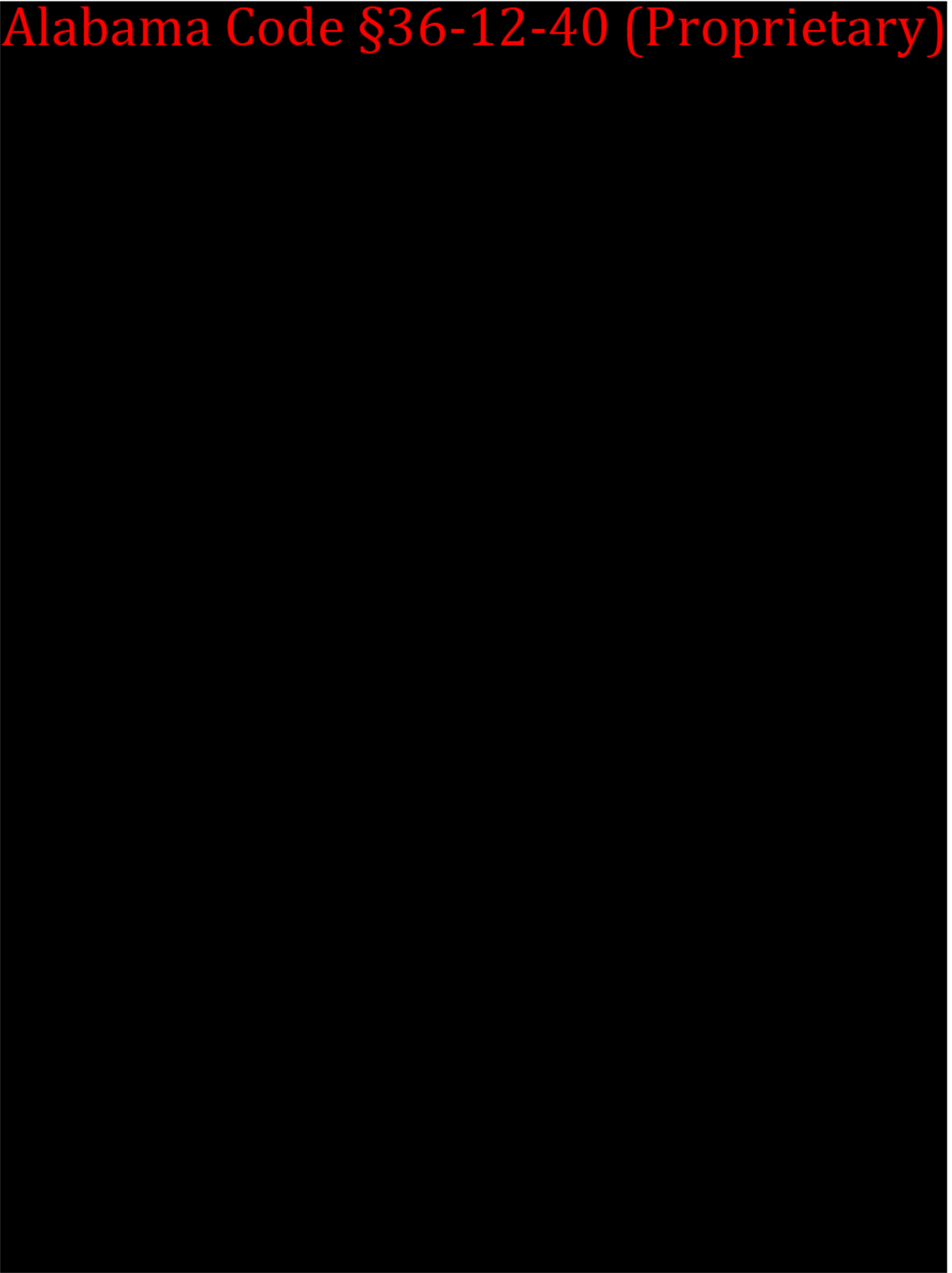
C1D1 Lab and C1D1/C1D2 Off-Gassing Room **Alabama Code §36-12-40 (Proprietary)**

[Redacted]

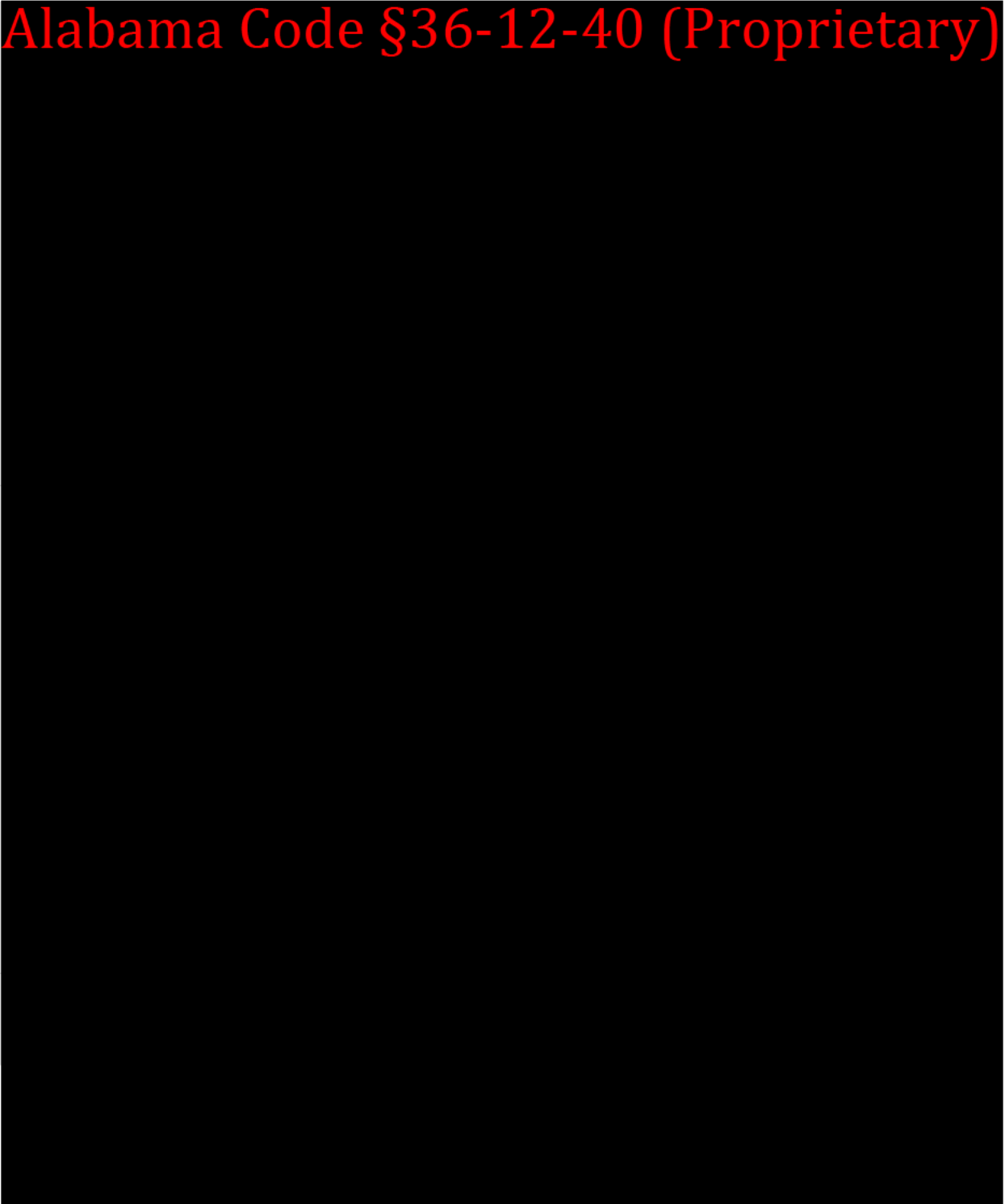
**Alabama Code §36-12-40 (Proprietary)**

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# Alabama Code §36-12-40 (Proprietary)



# Alabama Code §36-12-40 (Proprietary)



Alabama Code §36-12-

Extractor - Alabama Code §36-12-40 (Proprietary)

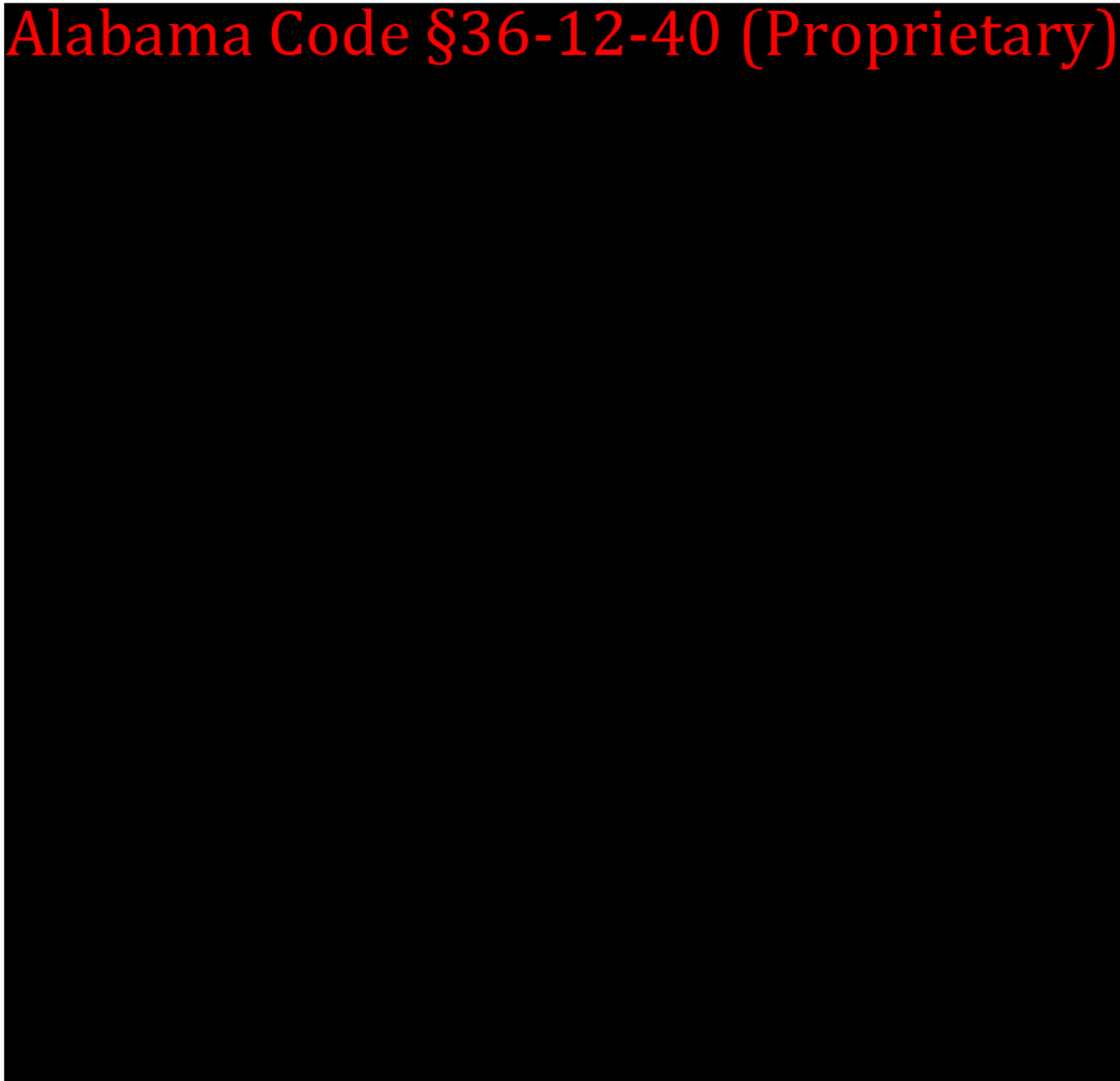
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# Alabama Code §36-12-40 (Proprietary)





**Manufacturing**

Alabama Code §36-12-40 (Proprietary)

[Redacted]

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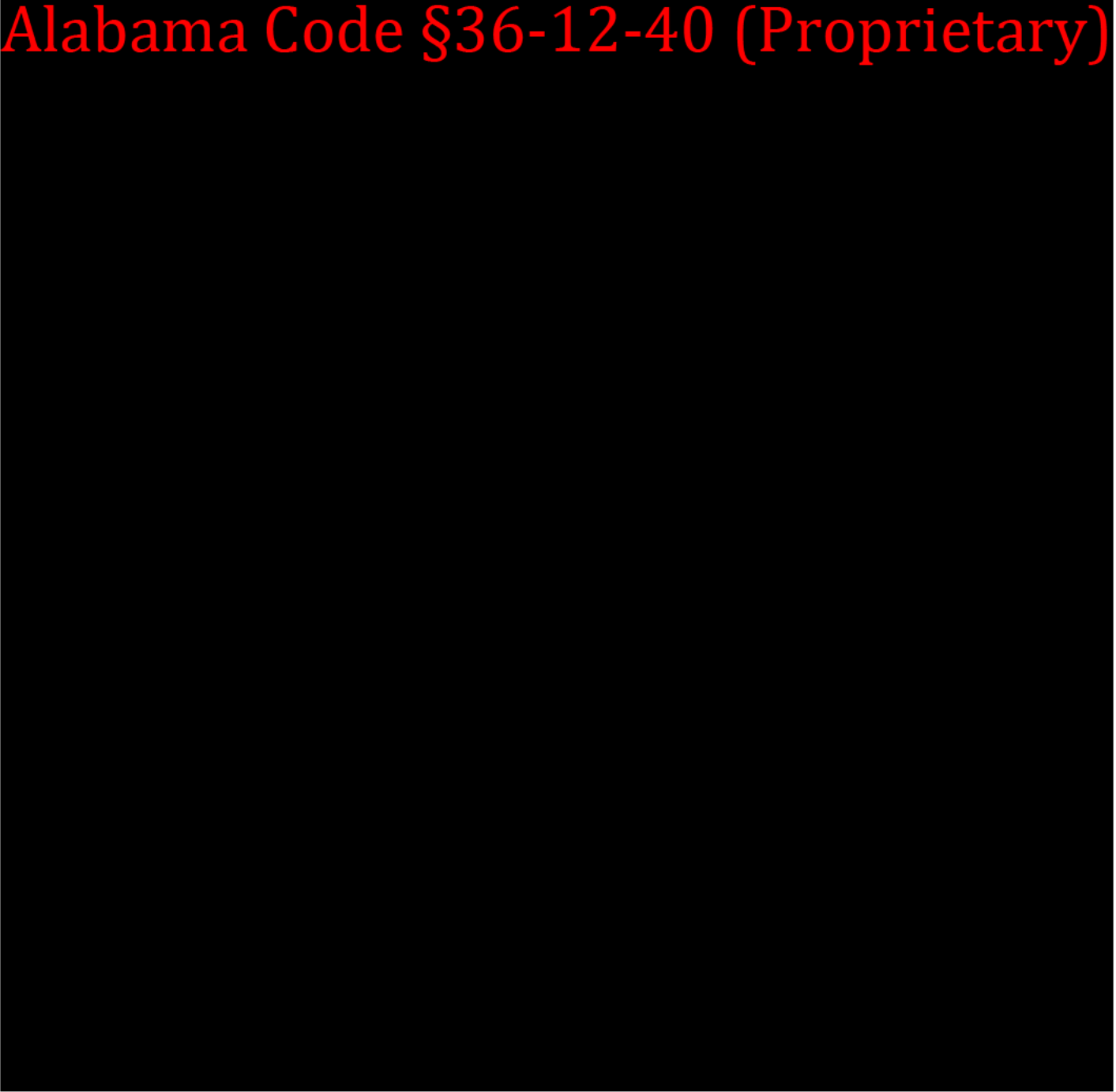
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Alabama Code §36-12-40 (Proprietary)

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Alabama Code §36-12-40 (Proprietary)



Alabama Code §36-12-40 (Proprietary)

Alabama Code §36-12-40 (Proprietary)

**Vehicles**

Alabama Code §36-12-40 (Proprietary)

Alabama Code §36-12-40 (Proprietary)

Alabama Code §36-12-40 (Proprietary)

Alabama Code §36-12-40 (Proprietary)

Alabama Code §36-12-40 (Proprietary)

**22.2 – Specifications and Operations Manuals of All Machinery and Equipment to Be Used in the Cultivation and Processing of Medical Cannabis**

We will maintain all operations manuals on site and accessible to all employees that are operating or troubleshooting the machinery and equipment in the facility. Reducing downtime and maintaining equipment to optimal effectiveness are critical pillars to our operational methodology, so enabling our employees with proper documentation and access is a key success factor.

**Exhibit 23 – Receiving and Shipping Plan**

**Verification**

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

William H Carr  
Printed Name of Verifying Individual

Founding member/owner  
Title of Verifying Individual

W. Carr  
Signature of Verifying Individual

12/29/22  
Verification Date

## **Introduction – Receiving and Shipping Plan**

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 our Alabama patients. We have crafted this plan to properly track all medical cannabis being received and shipped by our facility. Ala. Admin Code. r. 538-x-9-.03.03.j. Partnerships that we develop with secure transporters, other licensees, and state testing laboratories will conform to this secure and compliant plan.

### **Shipping and Receiving Team**

As part of our vision to supply Alabama patients with safe medical cannabis, we have assembled a security and shipping team of industry experts. They will guide our receiving, shipping, and security operations, and develop standard operating procedures (“SOPs”) which keep our employees, products, and patients safe.

The Inventory Manager (“IM”) 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 are assembling and training 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 Lead (“TL”) will oversee our transportation operations. We will only employ drivers who are properly trained and licensed and we will verify that all vehicles and drivers maintain compliance with all applicable laws. Our IM and TL will fully execute their responsibilities and ensure that the transportation of medical cannabis shall only be conducted by persons holding an Integrated License or a Secure Transport license or the licensee’s employees.

The Chief Compliance Officer (“CCO”) will train staff on regulatory compliance and will create checklists for adherence to proper shipping and receiving procedures and regulations.

### **23.1 – Security of Received Products**



All individual batches of cannabis received by our facility will undergo inspection to confirm they were appropriately prepared at their origin. This inspection will include verification of product identification, and confirmation that all products are secure in their containers at the time of receipt. Ala. Admin Code. r. 538-x-9-.03.03.j.01.

Alabama Code §36-12-40 (Security Plan)

[Redacted content]

**Alabama Code §36-12-40 (Security Plan)**

[Redacted]

**23.2 - Received Product Labels**

**Alabama Code §36-12-40 (Security Plan)**

[Redacted]

**23.3 - Receiving Manifest**

**Alabama Code §36-12-40 (Security Plan)**

[Redacted]

Alabama Code §36-12-40 (Security Plan)

[Redacted]

Rejecting Receipt

Alabama Code §36-12-40 (Security Plan)

[Redacted]

**23.4 - Records of Received Products**

The Statewide Seed-to-Sale Tracking System will serve as our master log for all cannabis inventory. All information from the QR 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. Ala. Admin Code. r. 538-x-9-.03.03.j.04.

When all the received products are in our secure facility, our IM 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 secure cannabis storage area. Ala. Admin Code. r. 538-x-9-.03.03.j.02. All details on rejected products will also be recorded in the Statewide Seed-to-Sale Tracking System.

**23.5 - Security of Shipped Products**

**Alabama Code §36-12-40 (Security Plan)**

[Redacted]

[Redacted]

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**Alabama Code §36-12-40 (Security Plan)**  
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**23.6 - Shipped Product Labels**

All batches and containers being shipped from our Integrated Facility will be digitally coded to identify our Integrated 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. Ala. Admin Code. R. 538-x-9-.03.03.j.06.

Our IM will compile the information required for the QR code using our inventory tracking system. The IM 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.

**23.7 - Shipping Manifest**

All outgoing medical cannabis from our Integrated Facility will be accompanied by a manifest and other appropriate documentation. Information thereon will be accurate and duly executed by all appropriate parties. Ala. Admin Code. r. 538-x-9-.03.03.j.07. At a minimum, manifests used for secure transport will include: name of the driver and any other individuals onboard; name of the requesting licensee; the address of the destination facility; weight and description of each individual package in the shipment, and the total number of individual packages; handling and storage instructions; date and time the medical cannabis shipment is placed into the transport vehicle; date and time the shipment is accepted at the delivery destination; the identity of the employee with custody of the medical cannabis; and, the circumstances, duration, and disposition of any other person who had custody or control of the shipment. Ala. Admin Code. r. 538-x-7-.07.03.a-g.

Our IM will coordinate with our TL and secure transport staff to generate a shipping manifest for each delivery. The IM will provide all necessary product details, including tag information, for the shipment. Our TL will configure a secure and efficient route with delivery software. We will always log product and transport details in our inventory system and the Statewide Seed-to-Sale Tracking System. Ala. Admin Code. r. 538-x-7-.02.03.b. This will create a virtual record of each delivery prior to shipment. A digital copy of the manifest will be transmitted to the receiving licensee. No products will ever be shipped from our facility without a complete and compliant manifest.

A physical copy of the manifest will be provided to the driver of the secure transport vehicle. This paper manifest will be proof of authorization to transport medical cannabis products in Alabama. The driver will also be provided with physical and digital copies of the transportation route, which they will follow. If an alternate route is necessary in an emergency, the driver will contact the security office for advisement. All changes and reasons necessitating the change will be documented. Ala. Admin Code. r. 538-x-7-.03.02.e.xiii.

Transportation Procedures

**Alabama Code §36-12-40 (Security Plan)**

[Redacted content]

Alabama Code §36-12-40 (Security Plan)

[Redacted text block containing multiple paragraphs of information, all obscured by black bars.]

Alabama Code §36-12-40 (Security Plan)

[Redacted]

Delivery Procedures

Alabama Code §36-12-40 (Security Plan)

[Redacted]

Shipment Rejection

Alabama Code §36-12-40 (Security Plan)

[Redacted]



**Alabama Code §36-12-40 (Security Plan)**

**23.8 – 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. Ala. Admin Code. r. 538-x-9-.03.03.j.08. The Statewide Seed-to-Sale Tracking System will serve as our master log for all cannabis inventory. We will also input all route plans, manifests, transport logs, freight bills, bills of lading, any free- on-board (“FOB”) terms of sale documents, maintenance records, repair records, and insurance documentation into the seed-to-sale tracking system. All records will be kept for at least two years, and longer upon the request of the AMCC or law enforcement. Ala. Admin Code. R. 538-x-7-.03.02.e.xv. Transportation and related documents will be made available to the AMCC or its representatives during inspections and other official visits. Ala. Admin Code. R. 538-x-7-.03.02.e.xvi.

**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.

**Exhibit 24 - Secure Transport Vehicles**

**Verification**

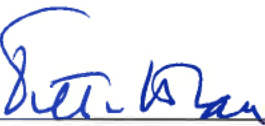
**The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.**

William H Carr

Printed Name of Verifying Individual

Founding member/owner

Title of Verifying Individual



Signature of Verifying Individual

12/29/22

Verification Date

**Secure Transport Vehicles**

We have purchased a **Alabama Code §36-12-40 (Confidential for Security)** to support the transfer of Medical Cannabis products to and from its Cultivation and Processing Facility to Cultivators, Processers, State Testing Laboratories, and delivery to Dispensaries operated by Samson Growth, LLC and in Dispensaries operated by other licensed Dispensers. As of the submittal of this application, the vehicle purchased for our Secure Transporter is scheduled to be delivered from the dealer in early January. Once received, we will submit the required documentation to secure registration the state and receive a license plate. As support of possessory interest of the Secure Transport Vehicle, we have included a copy of the signed bill of sale, insurance verification, and Dealers Reassignment of Title to a Motor Vehicle.

**24.1 Bill of Sale and Dealers Reassignment of Title to a Motor Vehicle. (4 pages)**

**Alabama Code §36-12-40 (Confidential for Security)**



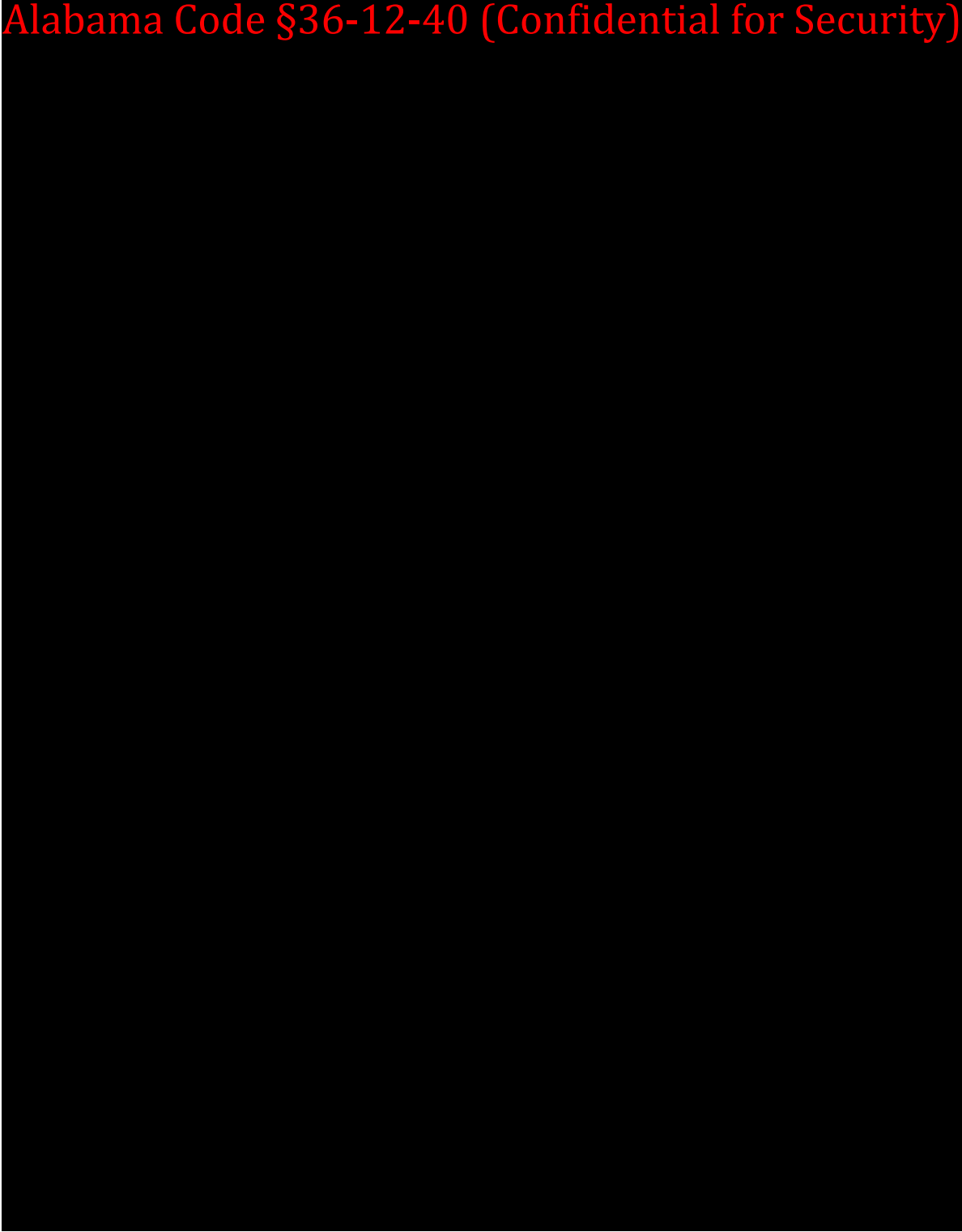
Dealers Reassignment of Title to a Motor Vehicle. (cont.)

Alabama Code §36-12-40 (Confidential for Security)



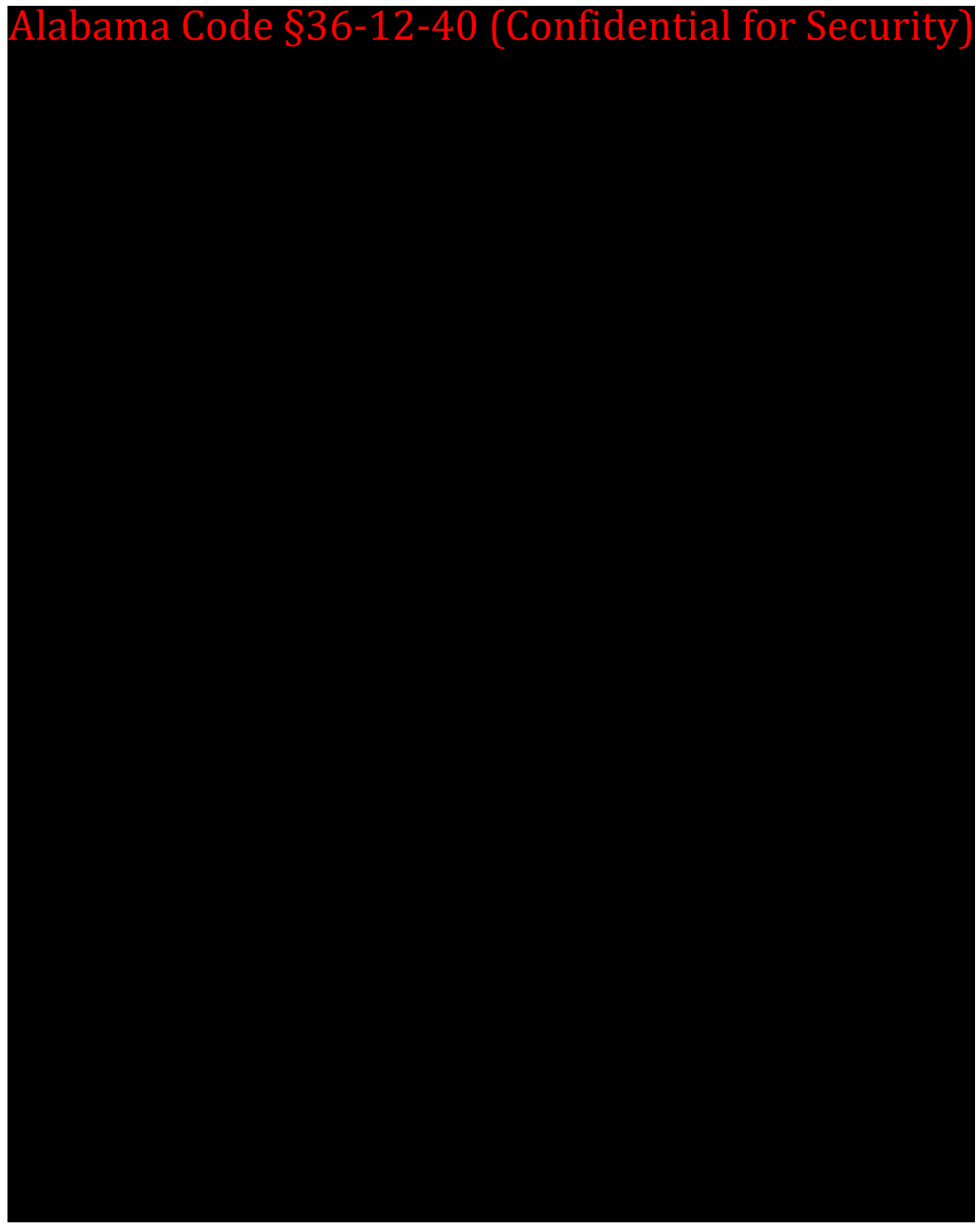
**Dealers Reassignment of Title to a Motor Vehicle. (cont.)**

**Alabama Code §36-12-40 (Confidential for Security)**



**Dealers Reassignment of Title to a Motor Vehicle. (cont.)**

**Alabama Code §36-12-40 (Confidential for Security)**



**24.2 Insurance Verification for Secure Transport Vehicle**

**Alabama Code §36-12-40 (Confidential for Security)**



**24.3 License Plate and DOT numbers**

License Plate Application and DOT number application is In Progress with completion expected **148 days** *before* award of license.

**Exhibit 25 – Compliance with Alabama Public Service Commission Requirements**

**Verification**

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

William H Carr  
Printed Name of Verifying Individual

Founding member/owner  
Title of Verifying Individual

  
Signature of Verifying Individual

12/29/22  
Verification Date



**Compliance with Alabama Public Service Commission Requirements**

We have been in communication with the Alabama Public Service Commission (APSC) confirming the requirements for intrastate commerce. At the time of this application, APSC Form NO. 14A APPLICATION FOR MOTOR CARRIER CERTIFICATE Before the ALABAMA PUBLIC SERVICE COMMISSION and applicable attachments have been submitted to the APSC for review. This is the application to obtain the authority to conduct intrastate property transportation. The application requires a \$100 application fee (cashier's check or money order), The carrier will also need to purchase registration numbers for each vehicle it will use to haul under this authority.

See the following pages for the application submitted, relevant appendices, shipping details of the application, email communication with a representative of the APSC regarding the progress of the application, and confirmation of payment from our facility to the APSC:

**Form 14a Application for Motor Carrier Certificate**

**Alabama Code §36-12-40 (Confidential for Security)**



Alabama Code §36-12-40 (Confidential for Security)



Alabama Code §36-12-40 (Confidential for Security)



Alabama Code §36-12-40 (Confidential for Security)



Alabama Code §36-12-40 (Confidential for Security)



**Alabama Code §36-12-40 (Confidential for Security)**



Alabama Code §36-12-40 (Confidential for Security)





**Alabama Code §36-12-40 (Confidential for Security)**



**Alabama Code §36-12-40 (Confidential for Security)**



**Shipping Details for Submitted Vehicle Paperwork to the APSC**

**Traci Brentlinger**

---

**From:** TrackingUpdates@fedex.com  
**Sent:** Thursday, December 22, 2022 11:23 AM  
**To:** Traci Brentlinger  
**Subject:** FedEx Shipment 770842915387: Your package has been delivered



Hi. Your package was delivered Thu, 12/22/2022 at 11:16am.



**OBTAIN PROOF OF DELIVERY**

**TRACKING NUMBER** [770842915387](#)  
**FROM** GENEVA, AL, US  
**TO** MONTGOMERY, AL, US  
**SHIP DATE** Wed 12/21/2022 05:38 PM  
**DELIVERED TO** Receptionist/Front Desk  
**PACKAGING TYPE** FedEx Envelope

1

# FedEx Shipment Receipt

**Address Information**  
**Ship from:**

Traci Rene Brentlinger  
Samson Extracts LLC  
1 South Watson Street

GENEVA, AL 36340  
US  
3344473474 –  
traci.brentlinger@samsonextracts.com

**Ship to:**

Alabama Public Service Commission  
100 N Union Street  
RSA Union  
MONTGOMERY, AL 36104  
US  
3342425172 –

**Shipment information**

Tracking number: 770842915387  
Ship date: Dec 20, 2022  
Your estimated rate: \$31.40 USD

**Package information**

Pricing option: FedEx One Rate  
Service type: FedEx Standard Overnight®  
Packaging type: FedEx Envelope  
No. of packages: 1  
Declared value: \$0.00 USD  
Customs value: \$0.00 USD  
Special services: None specified  
Pickup/Drop-off: Drop-off at FedEx location  
Pickup number:

**Billing information**

Payment method: My Account: My Account - 008-008

Thank you for shipping online with FedEx.

Please note

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1000, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide.

**Payment Confirmation**

A copy of the \$100.00 application fee and \$6.00 money order for Form B-2 were sent to the APSC and copies have been included in our application as evidentiary support of our full intention to comply with all Alabama Public Service Commission requirements.

**Alabama Code §36-12-40 (Confidential for Security)**



FORM E (commercial auto liability insurance), and FORM H (cargo insurance) are also required. We have indicated that once we register our Secure Transport vehicle and obtain an Alabama license plate in early January 2023, we will communicate with our insurance provider, Palomar Insurance to provide us with the finalized forms E and H for transmission to the APSC in addition to the previously provided certificate of liability insurance. Vehicle registration, license plate application and subsequently, full compliance with the APSC is In Progress with completion expected **148 days before** award of license. In advance of this

sequence of events, we have obtained insurance for our secure transport vehicle. Additionally, we will comply with Rule 3 of the Alabama Public Service Commission's Motor Carrier General Orders and Regulations Pamphlet No. 2003, as amended, as it pertains to the display of Registration Number, and Title 37, Chapter 3, Section 32(5)a, and as it pertains to the transferability of these numbers between vehicles.

Upon being awarded a license, an additional assessment of the APSC requirements will be performed to confirm that all applicable requirements are being adhered to, and ongoing compliance assessments will be performed annually.

**Exhibit 26 - Commercial Driver's License**

**Verification**

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

William H Carr  
Printed Name of Verifying Individual

Founding member/owner  
Title of Verifying Individual

W. Carr  
Signature of Verifying Individual

12/29/22  
Verification Date

**Commercial Driver’s License**

We certify that the identified driver has a valid Commercial Driver’s License (CDL) and has received No Citations, Fines or Violations in the past 3 years. All employees operating as secure transport drivers must provide insurance records and a Copy of Driver Record (MVR) from the Alabama Department of Public Safety as part of the employee screening process and prior to operating any vehicles on behalf of the applicant. See attached Form H: Secure Transport Drivers (identified as “Form: H Secure Transport Drivers”).

CDL Driver Information

Alabama Code §36-12-40 (PII)

Driver Name:	
DOB:	
SSN:	

License information:

Issuing State:	
Number:	
Issue Date:	
Expiration Date:	

All drivers will undergo periodic training to ensure they have sufficient knowledge of state and federal requirements, the state sponsored seed to sale tracking system, vehicle maintenance, course of action in the event of a vehicular accident or other incidents including but not limited to (breakdowns, theft, citations, extensive delays, etc.)



**FORM H: SECURE TRANSPORT DRIVERS**

Complete a separate form and verification for each of the Applicant's secure transport drivers.

Samson Growth, LLC

Business License Applicant Name

Integrated Facility

License Type

**Secure Transport Driver Information**

**Alabama Code §36-12-40 (PII)**

Secure Transport Driver Name

Date of Birth

SSN

**Driver's License Information**

**Alabama Code §36-12-40 (PII)**

Issued by (State)

Number

Issue Date

Expiration Date

**Citations, Fines & Violations**

List all motor vehicle citations, fines, and violations received by the driver in the last three (3) years. Attach additional forms if necessary.

Type (select all that apply):  Citation  Fine  Violation

N/A

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply):  Citation  Fine  Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply):  Citation  Fine  Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply):  Citation  Fine  Violation

\_\_\_\_\_  
Violation/Charge

\_\_\_\_\_  
Issued By

\_\_\_\_\_  
Date of Occurrence

\_\_\_\_\_  
Location (City/County)

\_\_\_\_\_  
Location (State)

\_\_\_\_\_  
Disposition/Amount

\_\_\_\_\_  
Date of Disposition

Type (select all that apply):  Citation  Fine  Violation

\_\_\_\_\_  
Violation/Charge

\_\_\_\_\_  
Issued By

\_\_\_\_\_  
Date of Occurrence

\_\_\_\_\_  
Location (City/County)

\_\_\_\_\_  
Location (State)

\_\_\_\_\_  
Disposition/Amount

\_\_\_\_\_  
Date of Disposition

Type (select all that apply):  Citation  Fine  Violation

\_\_\_\_\_  
Violation/Charge

\_\_\_\_\_  
Issued By

\_\_\_\_\_  
Date of Occurrence

\_\_\_\_\_  
Location (City/County)

\_\_\_\_\_  
Location (State)

\_\_\_\_\_  
Disposition/Amount

\_\_\_\_\_  
Date of Disposition

**Applicant Verification:** The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes complete and accurate information for the secure transport driver identified hereinabove (and attached, as necessary). The undersigned further verifies that the secure transport driver identified hereinabove is at least 21 years of age and has a minimum of three (3) years driving experience.

William H. Carr

Printed Name of Verifying Individual



Signature of Verifying Individual

Founding Member /Owner

Title of Verifying Individual

12/28/2022

Verification Date

**Exhibit 27 - Fleet Summary**

**Verification**

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

William M Carr

Printed Name of Verifying Individual

Founding member/owner

Title of Verifying Individual



Signature of Verifying Individual

12/29/22

Verification Date

**Fleet Summary**

MAKE	MODEL	VIN NUMBER	TAG NUMBER
------	-------	------------	------------

Alabama Code §36-12-40 (Confidential for Security)

Alabama Code §36-12-40 (Confidential for Security)

[Redacted]

**Secure Transport Vehicle Specifications:**

- Gross vehicle weight rating: 4,820 to 5,280 lbs.
- Dimensions: 174-190" L x 72" W x 72-73" H
- Curb weight: 3,505 to 3,968 lbs.
- Transmission: 6-speed automatic
- MPG: Up to 20 city / 27 highway
- Towing capacity: 2,000 lbs.

Alabama Code §36-12-40 (Confidential for Security)

[Redacted]

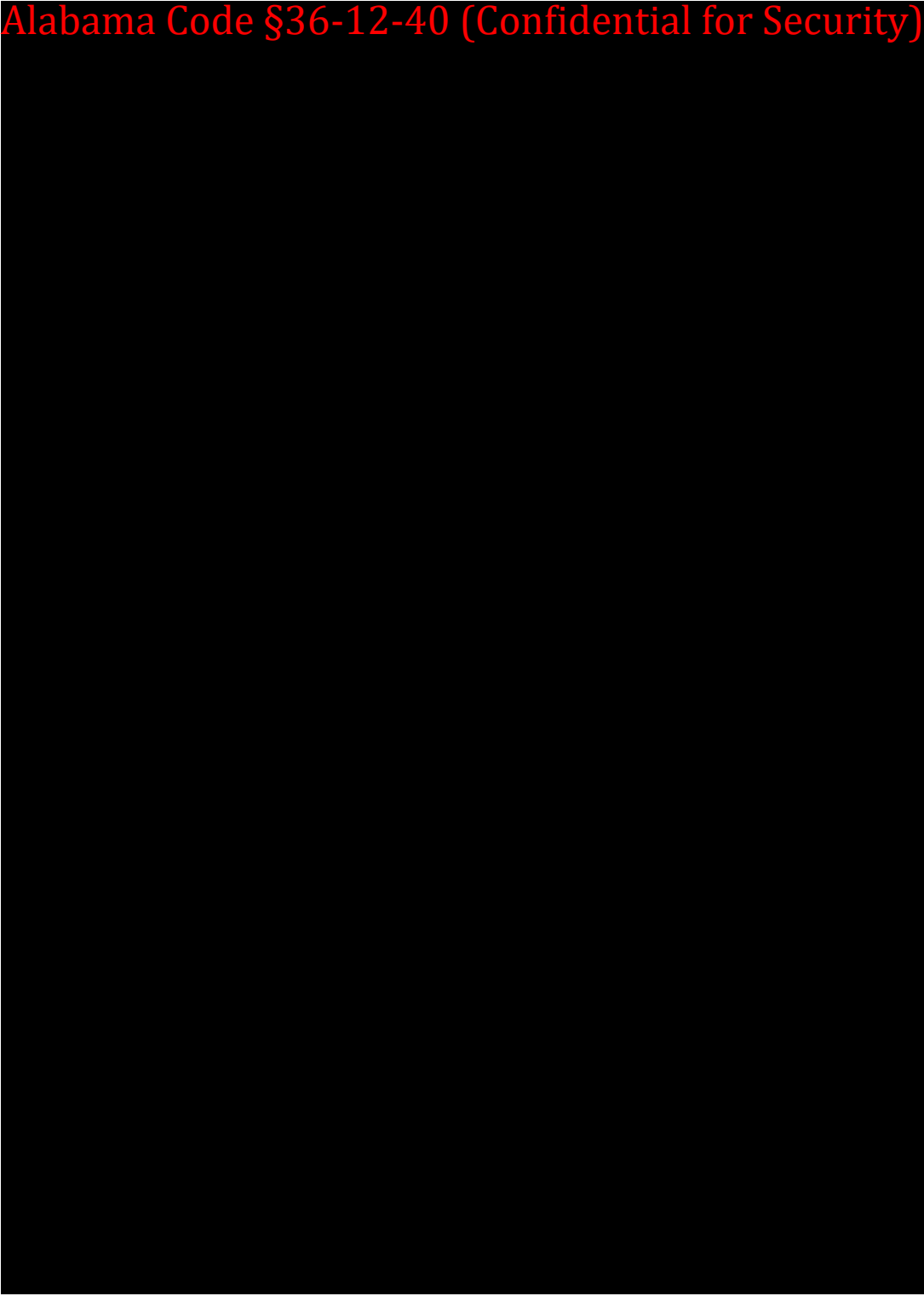
Alabama Code §36-12-40 (Confidential for Security)

[Redacted text block]

[Redacted text block]

Secure Transport Vehicle Images

**Alabama Code §36-12-40 (Confidential for Security)**



**Exhibit 28 - Care and Maintenance of Vehicles**

**Verification**

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

William H Carr  
Printed Name of Verifying Individual

Founding member/owner  
Title of Verifying Individual

  
Signature of Verifying Individual

12/29/22  
Verification Date

**Protocols for the Care and Maintenance of Secure Transport Vehicles**

**Alabama Code §36-12-40 (Confidential for Security)**

[Redacted content]



Alabama Code §36-12-40 (Confidential for Security)

[Redacted text block consisting of multiple lines of blacked-out content]

**Exhibit 29 – Route Plans**

**Verification**

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

William H Carr  
Printed Name of Verifying Individual

Founding member/owner  
Title of Verifying Individual

  
Signature of Verifying Individual

12/29/22  
Verification Date

**Route Plans for Secure Transporters**

**Alabama Code §36-12-40 (Confidential for Security)**

[Redacted content]

**Route Plan Map Legend to Expected Destinations**

**Alabama Code §36-12-40 (Confidential for Security)**

[Redacted content]

**Alabama Code §36-12-40 (Confidential for Security)**



Displayed Exemplar Route Plan Map In Secure Transport Area

**Alabama Code §36-12-40 (Confidential for Security)**



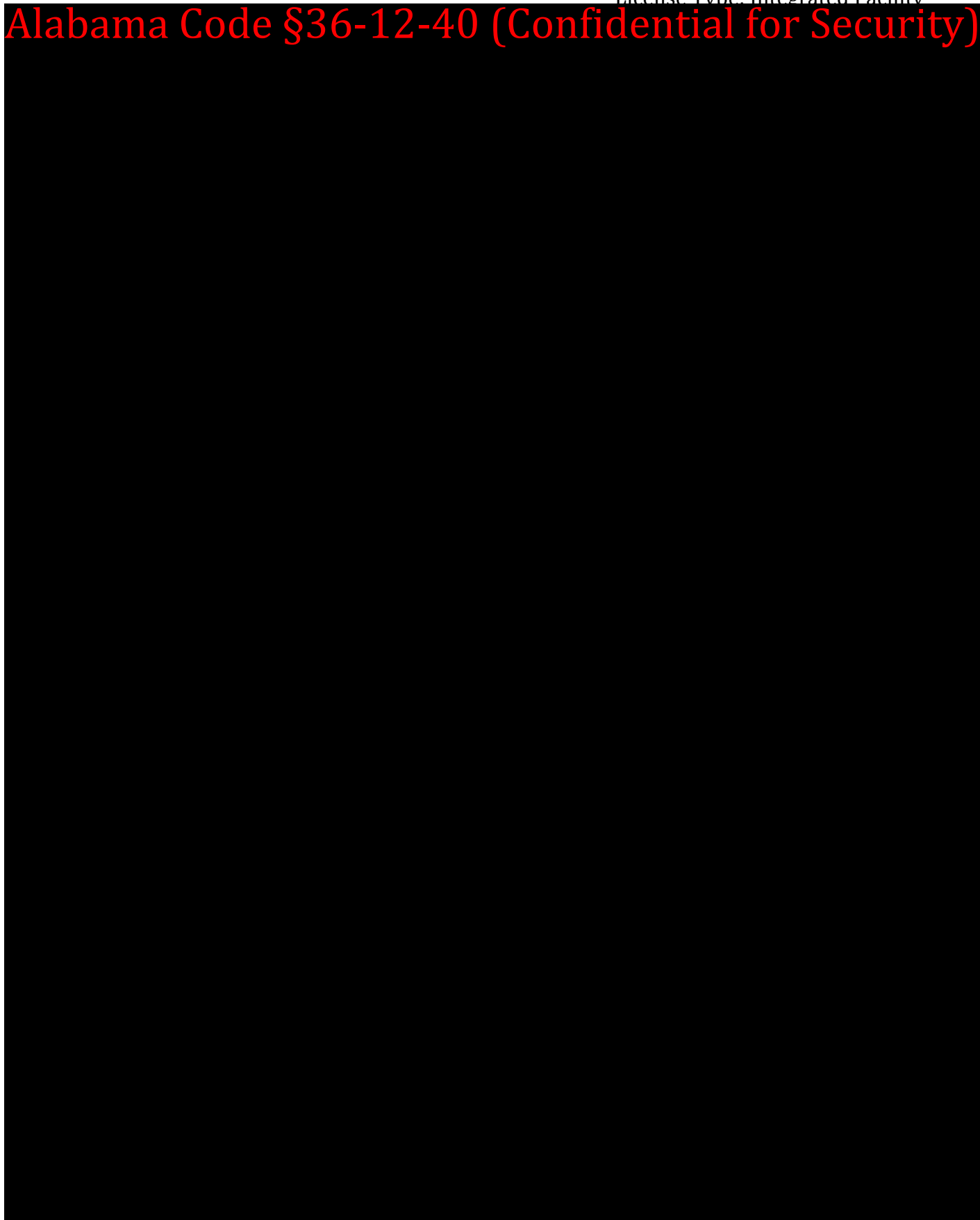
Alabama Code §36-12-40 (Confidential for Security)



**Alabama Code §36-12-40 (Confidential for Security)**



Alabama Code §36-12-40 (Confidential for Security)




**Exhibit 30 - Plan for Segregation of Processes Within and Transportation  
Between Facilities**

**Verification**

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

William H Carr  
Printed Name of Verifying Individual

Founding member/owner  
Title of Verifying Individual

  
Signature of Verifying Individual

12/29/22  
Verification Date



**Introduction - Plan for Segregation of Processes Within and Transportation Between Facilities**

We will keep all aspects of production, including cultivation of cannabis, the processing of medical cannabis, the dispensing of medical cannabis, and the secure transport of cannabis and medical cannabis to and from our facilities, strictly separated in all areas. The separation of our three business units (cultivation, processing, and dispensing) is present throughout our facility and processes, and we will specifically separate our physical areas, staff, inventory, procedures, quality assurance and control, and transportation.

Our team is well-experienced in maintaining segregation within a business, including in the cannabis and hemp industries. Our Chief Executive Officer (“CEO”), Chief Operations Officer (“COO”), Chief Scientific Officer (“CSO”), Chief Retail and Marketing Officer (“CRMO”), and Director of Facilities (“DF”) have all previously managed cannabis operations that necessitated strict adherence and segregation of processes within and transportation between facilities. Moreover, these professionals will be prepared to maintain segregation working with our Cultivation Manager (“CM”), Production Manager (“PM”), and Packaging Manager (“PaM”), Security Manager (“SM”), and Inventory Manager (“IM”) and will have an excellent working relationship and share an understanding of maintaining all facets of a segregated vertical cannabis operation. Turning to hemp, our team has thrived segregating our Alabama hemp cultivation and processing operations. We have accomplished this through thoughtful creation of standard operating procedures (“SOPs”), and strict adherence to them. This includes digital, physical, and cultural separation techniques. We move hemp from location to location, then within the processing facility, through a system of digital and printed manifests, carried out physically by employees wearing protective equipment that minimizes contamination. Key too is our cultural segregation controls, wherein employees undergo training, then reinforce these practices through close managerial oversight, and encouragement to speak up when a situation arises that could possibly digress from approved SOPs.

Our plan relies on a multi-faceted approach for segregating our aspects of production. First, we will physically separate our operations using individual facilities and barriers, walls, doors, and windows to keep our activities from overlapping. We will also separate and define the people who carry out our processes and their roles, with specialists assigned to

their own departments who do not cross over into other areas of production. Our products will be always tracked, and we will utilize sophisticated inventory control and chain of custody protocols that always track the location and custody of the products and inputs according to the stage of production. Our Quality Manager (“QM”) will establish the processes that keep all aspects of production distinct, and will act as a check on that separation of processes to verify that end-products have followed the correct order of operations and that there are no errors in our system causing process overlap. Our book of SOPs will define how each of our processes should be performed, including a section on segregating processes. Our staff will receive training based on these SOPs and will always have access to these SOPs for reference while operating. Last, when transporting cannabis between aspects of production, we will follow all transportation rules and accompany transports with the proper documentation and manifests.

**Physical Separation**

**Alabama Code §36-12-40 (Confidential for Security)**

[Redacted content]

Alabama Code §36-12-40 (Confidential for Security)

[Redacted text block]

Cultivation and Processing Operations

Alabama Code §36-12-40 (Confidential for Security)

[Redacted text block]

Dispensing Operations

Alabama Code §36-12-40 (Confidential for Security)

[Redacted text block]

**Separation of People**

Alabama Code §36-12-40 (Confidential for Security)

[Redacted text block]

Alabama Code §36-12-40 (Confidential for Security)

[Redacted text block]

**Inventory and Chain of Custody**

Alabama Code §36-12-40 (Confidential for Security)

[Redacted text block]

Alabama Code §36-12-40 (Confidential for Security)

[Redacted text block]

**Standard Operating Procedures**

Our SOPs define how our processes must be performed and specific practices for cultivation, processing, dispensing, and transport operations. Ala. Admin Code. r. 538-x-3-.05.03.m.16. Our SOPs also encompass all aspects of this Plan for Segregation and instruct our distinct business units on how to interact compliantly and efficiently. Our SOPs delineate the ideal operations for each of our business units—including cultivation of cannabis plants, manufacture of medical cannabis products, dispensing of medical cannabis, and transport between the three—and all SOPs will be available onsite at each of our facilities. These SOPs

will allow our company to produce a consistent, uninterrupted supply of medical cannabis products for our patients.

**Alabama Code §36-12-40 (Confidential for Security)**

[Redacted]

**Quality Assurance and Quality Control**

**Alabama Code §36-12-40 (Confidential for Security)**

[Redacted]

Alabama Code §36-12-40 (Confidential for Security)

[Redacted text block containing multiple paragraphs of information, all obscured by black bars.]

**Transportation**

Alabama Code §36-12-40 (Confidential for Security)

[Redacted text block containing information related to transportation, all obscured by black bars.]



Alabama Code §36-12-40 (Confidential for Security)

[Redacted text block containing multiple paragraphs of information, all obscured by black bars.]

Alabama Code §36-12-40 (Confidential for Security)

[REDACTED]

**Conclusion**

We are devoted to the safety and consistency of our products, which relies on our compliant and clear standard operating procedures for each of our facilities. Our Plan for Segregation covers all aspects of production, including cultivation of cannabis, the processing of medical cannabis, the dispensing of medical cannabis, and the secure transport of cannabis and medical cannabis to and from our facilities and keeps these areas strictly separated. Our separate physical areas, staff, inventory, standard operating procedures, quality assurance and control, and transportation will provide critical checks to provide the highest quality products for the patients of Alabama fostered by a culture of compliance.

**Exhibit 31 – Facilities**

**Verification**

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

William H Carr  
Printed Name of Verifying Individual

Founding Member/owner  
Title of Verifying Individual

  
Signature of Verifying Individual

12/29/22  
Verification Date

**31.1 – Samson, Alabama – Cultivator and Processor**

Our main facility for the cultivating and processing for medical cannabis will be in Samson, AL in Geneva County.

Name of Facility – Samson Cultivator and Processor

Facility Type – Cultivating and Processing Site

**31.2 – Physical Address and GPS Coordinates**

The lot for the projected site for the Samson Cultivator and Processor is owned by our owner and previously was utilized for commercial agriculture. The entryway to the lot has GPS coordinates of Latitude 31.11 and Longitude -86.07. Due to pre-existing use of this lot, the listed address is State Highway 52, but we will secure a formal address with E911 upon successfully receiving and medical cannabis license

**31.3 – Aerial Photograph of Facility with Site Boundaries**



**31.4 – Proof of Authorization to Occupy the Property**

Our owner has owned and has possession of the projected lot, Alabama GIS 34-09-09-29-3-001-001. Ownership listed as “Carr William H & Deborah K” with a total acreage count of 121 acres.

Geneva County Alabama 2022 - Public GIS Web15 - f14,3-s15.0 - GenevaAL - 09-16-2022 Parcel Details			
<a href="#">FavLink</a> <a href="#">PRC</a> <a href="#">NewSrch</a> <a href="#">Back</a> <a href="#">Print</a>			
Acct No:	56160		
Parcel No:	34 09 09 29 3 001 001.000		
Prop Addr:	STATE HWY 52		
Tax Dist:	12-COUNTY DIST 2		
Deed Acres:	121.00		
Deed Book:	001049	Deed Page:	000314
Subdivision:	009999-UNKNOWN		
Neighborhood:	0001R002-		
Owner			
Name:	Alabama Code §36-12-40 (Confidential - PII)		
Address :	[REDACTED]		
City, State, ZIP:	[REDACTED]		
Values			
Land Total:	Alabama Code §36-12-40 (Confidential - Proprietary)		
Building Total:	[REDACTED]		
Appraised Value:	[REDACTED]		
Yrly Tax:	[REDACTED]		
Payment History			
Tax Year	Date Paid	Amount	
2022	Alabama Code §36-12-40 (Confidential - Proprietary)		
2021	[REDACTED]		
2020	[REDACTED]		

**31.5 – Proof of Local Zoning and Ordinances**

Due to this location not being a dispensing site, the City of Samson was not required to adopt an ordinance for dispensing sites. We have provided a letter from the City of Samson Mayor, Clay King, in support of our owner and our anticipated operations.

**MAYOR**  
Clay King  
  
**COUNCIL**  
Roger Balne  
Ronald Davis  
Ed Janasky  
Barbara Simmons  
Queen Fitzpatrick

**City of Samson**  
16 East Main Street  
Samson, Alabama 36477  
Phone: 334-898-7541  
Fax: 334-898-2955

**CITY CLERK**  
Michelle Flanery  
**CITY ATTORNEY**  
Jeff Hatcher  
**CHIEF OF POLICE**  
Jimmy Hill  
**CITY SUPERINTENDENT**  
Earl Johnson  
**FIRE CHIEF**  
Jeff Lowery  
**COURT CLERK**  
Cecil Sanders  
**RESCUE CAPTAIN**  
Mark Day

December 6, 2022

RE: Wiregrass Brands Application for an Integrated Medical Cannabis License

Dear Sir/Madam:

As the Mayor of Samson, Alabama, for the past 30 years, and with the support of the City Council, I would like to express our sincere support for Mr. Bill Carr and Wiregrass Brands' application for an Integrated Medical Cannabis License. As a lifelong Alabamian, Bill Carr has a decades-long track record of operating multiple successful businesses throughout Alabama. Most notably, Mr. Carr is co-founder and managing partner of Carr, Riggs, and Ingram, CPA and Advisors. As you are aware, Carr, Riggs, and Ingram is in the top 25 nationally ranked, full service accounting and advisory firm to more than 100,000 clients.

We are proud to say, Mr. Carr was born and raised in Samson, Alabama, and has chosen Samson as his headquarters and principle place of business for Carr Farms. Further, a vital part of the farming operation in the Geneva County area has been growing and processing hemp for the past few years. The farming and processing of hemp has given Mr. Carr and his management team vast experience in the cannabis industry. Likewise, Mr. Carr has formed an executive team with decades of experience in the legal medical cannabis industry in an effort to deliver safe medical quality cannabis for patient use as directed by the medical community.

It is my opinion Mr. Bill Carr's integrity is beyond reproach. The citizens of Samson have on numerous occasions witnessed the great lengths Mr. Carr has pressed to improve the economic impact of this community. Mr. Carr has donated the money for Samson High School's girls' basketball state championship rings numerous years. He is always willing to help donate to different projects or needs of this community.

As Mayor, I fully support Wiregrass Brands' application for an Integrated Medical Cannabis License.

Sincerely,  
  
Honorable Clay King

We have provided a letter from the City of Samson, executed by Jeffery D. Hatcher, City Attorney, confirming the authorized use of this property for the cultivating and processing of medical cannabis.

**MAYOR**  
Clay King

**COUNCIL**  
Roger Baine  
Ronald Davis  
Ed Janasky  
Barbara Simmons  
Queen Fitzpatrick

**City of Samson**  
16 East Main Street  
Samson, Alabama 36477  
Phone: 334-898-7541  
Fax: 334-898-2955

**CITY CLERK**  
Michelle Flanery  
**CITY ATTORNEY**  
Jeff Hatcher  
**CHIEF OF POLICE**  
Jimmy Hill  
**CITY SUPERINTENDENT**  
Earl Johnson  
**FIRE CHIEF**  
Jeff Lowery  
**COURT CLERK**  
Cecil Sanders  
**RESCUE CAPTAIN**  
Mark Day

12/13/2022

Alabama Medical Cannabis Commission  
Post Office Box 309585  
Montgomery, AL 36130

RE: Approval for Parcel #0909293001001000 located on State Highway 52, Samson, AL 36477 (the "Property")

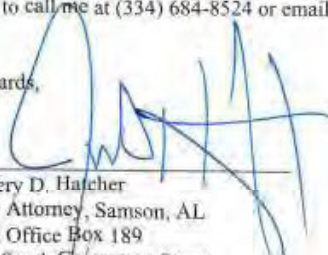
To whom it may concern:

This letter is to confirm that the proposed use of the cultivation and processing of medical cannabis is permitted on the Property located at the parcel number listed above.

Unlike a dispensary, no ordinance specifically allowing the cultivation and processing of medical cannabis is required to operate a cultivation or processing facility on a certain parcel. The city of Samson has not passed an ordinance outlawing the cultivation and processing of medical cannabis within city limits. Additionally, the cultivation and processing of medical cannabis is a permitted use under the Property's current zoning.

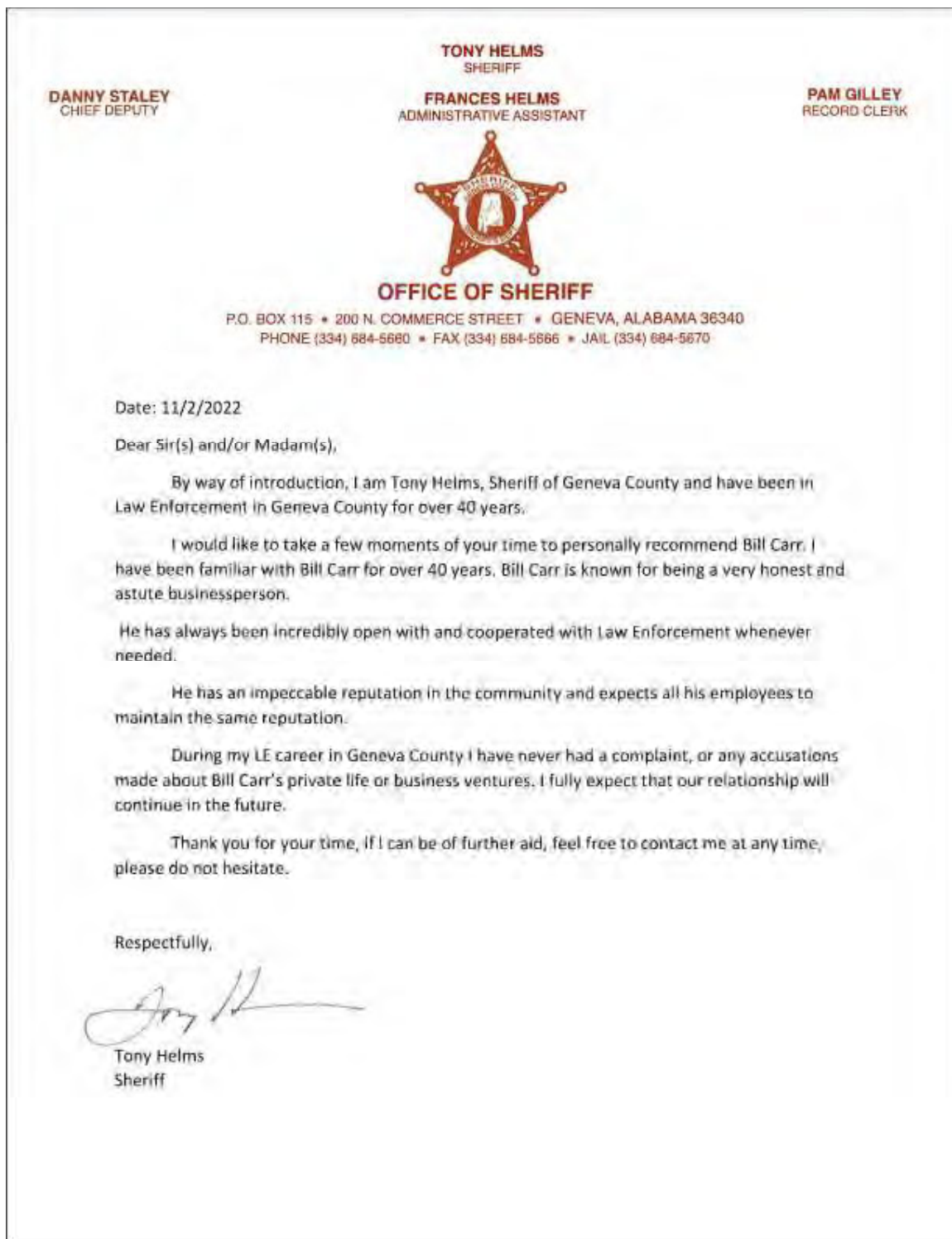
Should you need any further clarification or have any additional questions, please feel free to call me at (334) 684-8524 or email me at [jdhlaw2002@gmail.com](mailto:jdhlaw2002@gmail.com)

Regards,



Jeffery D. Hatcher  
City Attorney, Samson, AL  
Post Office Box 189  
300 South Commerce Street  
Geneva, Alabama 36340  
334-684-8524 (phone)  
334-684-8520 (fax)  
[jdhlaw2002@gmail.com](mailto:jdhlaw2002@gmail.com)

We have provided a letter of support from Geneva County Sherriff (Samson's located county).





We have provided a letter of support from the City of Samson Police Chief, Jimmy Hill.



## SAMSON POLICE DEPARTMENT

CHIEF, JIMMY HILL

8 SOUTH RIPLEY MAIN STREET SAMSON, AL 36477

334-898-7118 PHONE 334-898-2990 FAX

Email: [policechief@cityofsamson.com](mailto:policechief@cityofsamson.com)

December 02, 2022

Alabama Medical Cannabis Commission

P. O. Box 309585

Montgomery, Alabama 36130

Re: *Recommendation for Samson Growth, LLC (d/b/a Wiregrass Brands)*

Dear Alabama Medical Cannabis Commission:

I am writing to express my support for Samson Growth LLC's application for an integrated facility license. I have known the company's founder, Mr. Bill Carr, for several years. As Chief of Police for the City of Samson, which also serves as the company's headquarters, our department has never encountered an issue with Samson Growth or any of its operations. In fact, Mr. Carr's businesses have only enhanced our economy. The company's improvements to our infrastructure have generated additional revenue and jobs to grow our city through economic ripple effects.

Mr. Carr is not only an exceptional businessman, but also a pillar of our community. Over the past several years I have witnessed Mr. Carr navigate business dealings with poise and effectiveness. I am certain his venture into the cannabis industry will be no exception.

Furthermore, I am confident that Mr. Carr has hired an experienced team of leaders that has the operational experience to provide safe and consistent medical cannabis products to the qualified patient population of Alabama in full compliance with all laws and regulations.

For these reasons, I fully endorse and support Samson Growth's application for a permit to operate as an integrated facility licensee.

Sincerely,

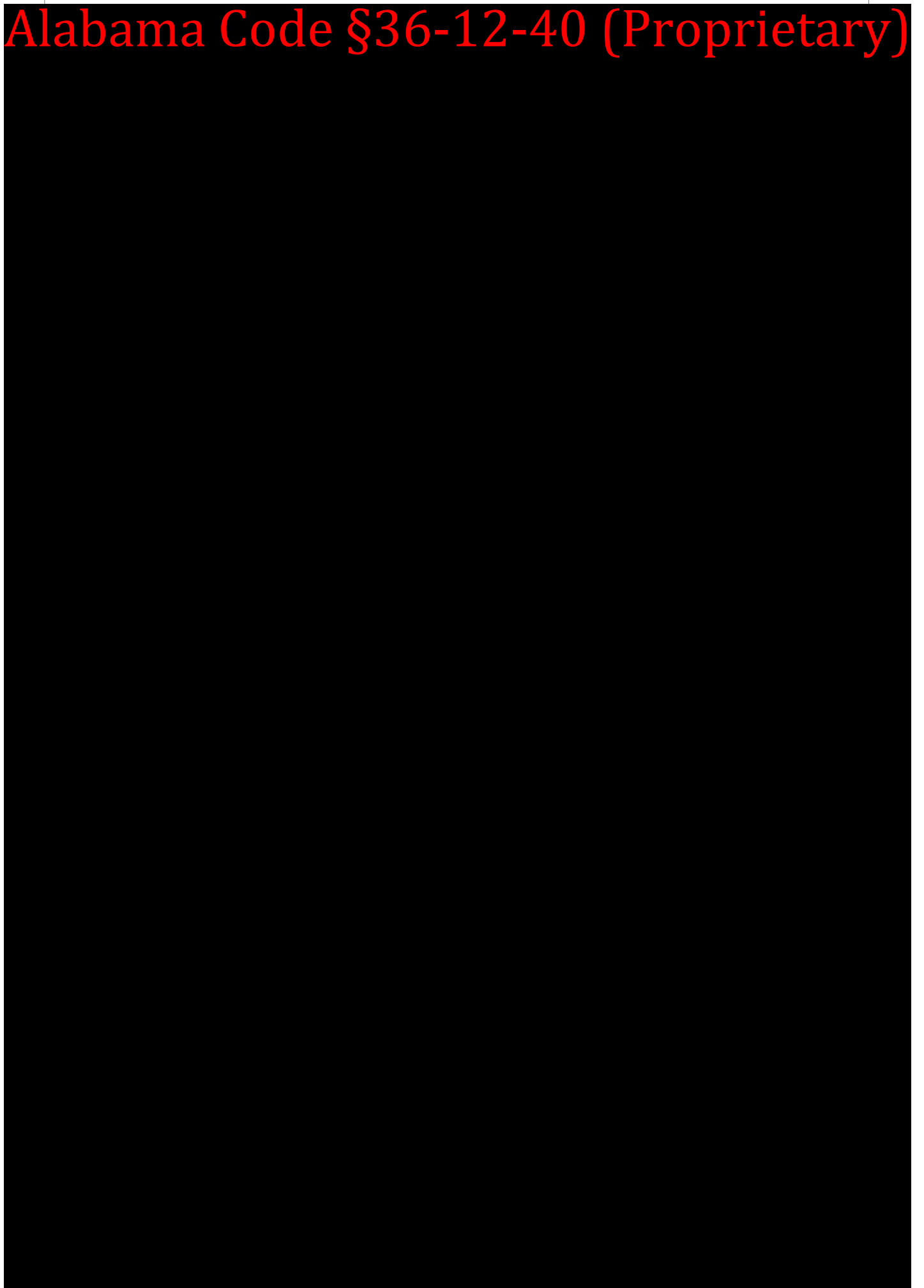
A handwritten signature in blue ink that reads "Jimmy Hill".

**31.6 – Professional Blueprints and Security Drawings**

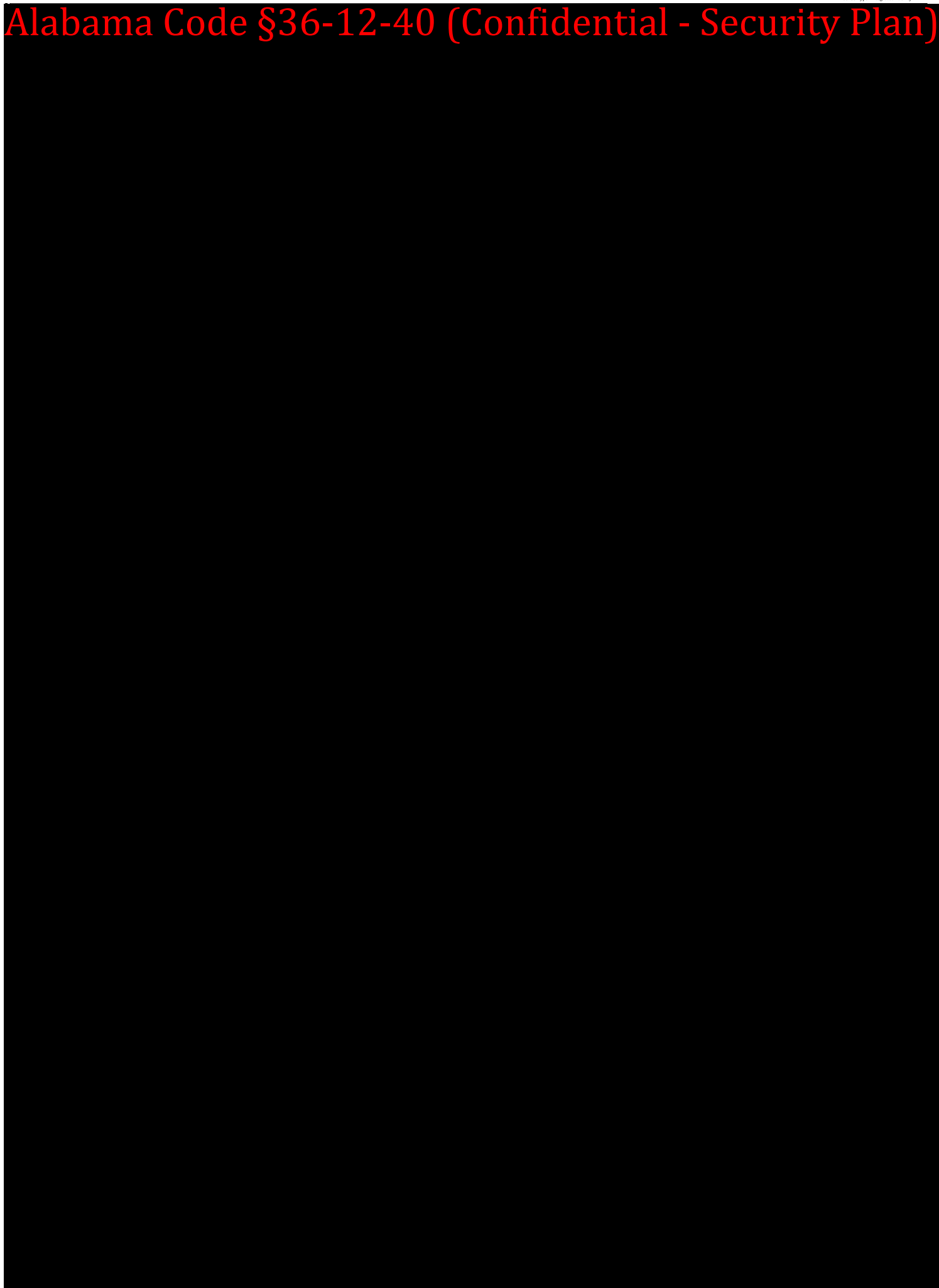
We have provided the plans and drawings for the following items:

- Samson Cultivator and Processor Professional Blueprint (Page 8)
- Samson Cultivator and Processor Security Drawings (Page 9)

# Alabama Code §36-12-40 (Proprietary)



# Alabama Code §36-12-40 (Confidential - Security Plan)



**31.7 – Timetable for Completion and Commencement of Operations**

We expect that the construction of the Samson Cultivator, including compliance with all facility requirements under the Act and the AMCC rules, with completion expected 60 days after award of license.

We expect that the construction of the Samson Processor, including compliance with all facility requirements under the Act and the AMCC rules, with completion expected 180 days after award of license.

We expect that both facilities will be able to commence operations at the Samson Cultivator and Processor immediately upon facility approval by the AMCC.

**31.8 – Statement of Public Access and Anticipated Hours of Business Operation**

The Samson Cultivator and Processor will not be generally open to the public. There may be instances where pre-scheduled walkthroughs and/or tours may take place, but these must be on a pre-scheduled and pre-arranged basis.

We anticipate the hours of operation for the facility to be as follows:

Monday – Sunday – 6:00 a.m. – 6:00 p.m. CST

**31.9 – Facility Hours of Operations and After-Hours Contact Information**

We anticipate that the Samson Cultivator and Processor will be occupied by our employees and security guards during the hours stated in 31.8.

After Hours Management Contact:

Kyle Neathery, CEO

Alabama Code §36-12-40 (Confidential - PII)

[Redacted]

[Redacted]

**31.1 – Alexander City, Alabama – Dispensing Site**

Our first dispensing site for dispensing medical cannabis is located in Alexander City, Alabama, in Tallapoosa County.

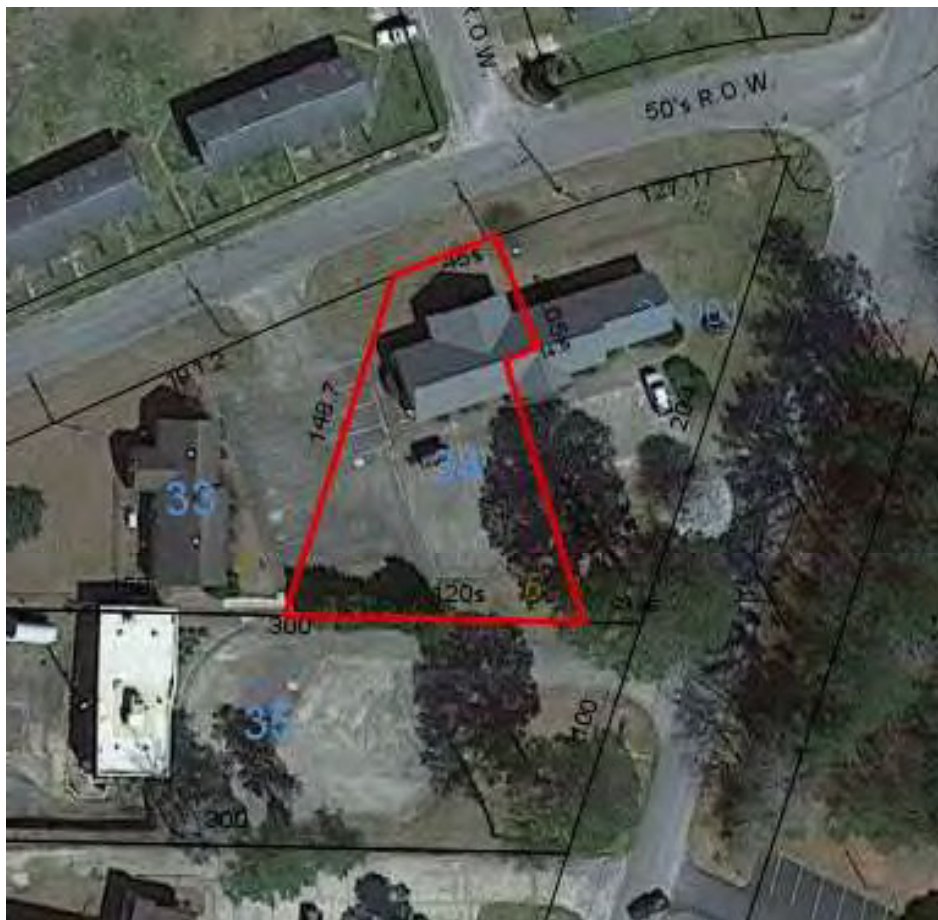
Name of Facility – Alexander City Dispensing Site

Facility Type – Dispensing Site

**31.2 – Physical Address and GPS Coordinates**

The property for the Alexander City Dispensing Site has an address of 708 Commerce Drive, Alexander City, Alabama 35010. The dispensing site has GPS coordinates of Latitude 32.93 and Longitude -85.96.

**31.3 – Aerial Photograph of Facility with Site Boundaries**



**31.4 – Proof of Authorization to Occupy the Property**

We have executed a lease for 708 Commerce Drive, Alexander City, Alabama 35010 with the owner, YML LLC. To be mindful of page limits, we have provided the first page displaying the property and owner, and the page displaying the executing signatures.

Alexander City Lease – First Page

**COMMERCIAL LEASE**  
Revised June 2008 (Previous forms obsolete)

**This is a legally binding contract. Seek competent advice prior to execution.**

**STATE OF ALABAMA** **TALLAPOOSA COUNTY**

This Commercial Lease (the "Lease") is made this 1st day of December, 2022 between and among the following:

**NAME OF LANDLORD:** YML LLC  
Contact: Harry Little (205-907-1933)  
whose address is: 867 Valley View Rd. Indian Springs, AL 35124  
(hereinafter called "Landlord"),

and

**NAME OF TENANT:** Simson Growth LLC  
whose address is: 631 Travelers Rest Road, Samson, AL 36477  
(hereinafter called "Tenant").

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**1. LEASED PREMISES:**

(a) **Description.** Landlord does hereby demise and let unto Tenant the following described premises, also referenced in Exhibit B, located in the County of Tallapoosa, State of Alabama, to wit:

**DESCRIPTION OF THE LEASED PREMISES:** Approx. 1600 square foot end unit located at 708 Commerce Drive, Alexander City, Alabama 35010 (the "Leased Premises") subject to all existing easements, if any, and the regulatory laws and ordinances of the political subdivision in which the Leased Premises is situated.

(b) **Use.** The Leased Premises shall be used by Tenant as a cannabis dispensary as regulated by the State of Alabama, and for no other purpose without the prior written consent of Landlord. Tenant shall not use or occupy the Leased Premises, or permit the Leased Premises to be used or occupied, in violation of any ordinance, law or regulation of any governmental body, or in any manner which would violate or increase the premium charged insurance on the Leased Premises or the building in which it is located, if applicable. Notwithstanding the foregoing, each party hereto hereby represents and warrants to the other party that (i) it understands, although many, but not all, U.S. states and territories have legalized, or decriminalized, cannabis for medical and/or adult use, "marijuana" remains a Schedule I drug pursuant to the U.S. Controlled Substances Act, 21 U.S.C. § 801 et seq. and its regulations, and is therefore illegal at the federal level in the United States, and (ii) it shall not assert the legality or the illegality of cannabis under U.S. federal law as a basis for avoiding any of its duties or obligations under this Lease. Landlord and Tenant shall be permitted from time to time to reasonably modify this Section as required to reflect changes in federal law and enforcement priorities related to marijuana.

**2. TERM**

(a) **Initial Term.** The initial term of this Lease is for 12 months (the "Initial Term") beginning on December 1, 2022 ("Commencement Date") and ending on November 30, 2023, unless sooner terminated pursuant to the terms and conditions provided for herein.

(b) **Extension Term.** Tenant shall have the right and option to extend the term of this Lease (the "Extension Option") for one (1) period of five (5) years (the "Extension Term") which such Extension Term shall commence upon expiration of the Initial Term. The Extension Option shall be exercisable by written notice given by Tenant to Landlord prior to the expiration of the Initial Term.

---

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Equal Housing Opportunity logo

Alexander City Lease – Signature Page

IN WITNESS WHEREOF, Landlord, Agent and Tenant have respectively executed these presents as of the 28<sup>th</sup> day of November 2022

\_\_\_\_\_  
Witness

*HR Little*  
\_\_\_\_\_  
YML LLC by HR Little

Samson Growth LLC  
By *Julia Khan*  
\_\_\_\_\_  
Its: *Managing Member*

The Birmingham Association of Realtors® is not engaged in rendering legal, accounting or other professional service. This form is published as a service to real estate professionals and an exhibition of its various provisions should be obtained from the appropriate professional. Because of varying state and local laws, competent legal or other advice should be obtained before using any form.

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Commercial Lease - Page 7 of 10  
*9 29 22*



### **31.5 – Proof of Local Zoning and Ordinances**

We have provided the ordinance that was adopted by Alexander City on October 22, 2022, allowing medical cannabis dispensing sites.

Ordinance 2023-04

**ORDINANCE NO. 2023-04**

**An Ordinance Authorizing the Operation of a Medical Cannabis Dispensing Site within the Corporate Limits of the City of Alexander City, Alabama**

**BE IT ORDAINED** by the City Council of the City of Alexander City, Alabama, as follows:

**WHEREAS**, on May 17, 2021, the Governor for the State of Alabama signed Darren Wesley 'Ato' Hall Compassion Act into law (the Act); and

**WHEREAS**, the Act provides for the medical use of marijuana for patients with a qualifying medical condition and a valid medical cannabis card; and

**WHEREAS**, a dispensing site may only be operated in a municipality if the municipality has passed an ordinance authorizing the operation of dispensaries within the municipality's corporate limits; and

**WHEREAS**, the Act authorizes and requires the Medical Cannabis Commission to heavily regulate dispensing site operation, (See, §§20-2A-50 - 20-2A-68, Code of Alabama), thus addressing any health, safety or welfare concerns for the citizens of the City of Alexander City; and

**WHEREAS**, the location of a dispensing site within the corporate limits of the City of Alexander City could bring employment opportunities for our citizens; and

**WHEREAS**, a dispensing site would be required to purchase a business license and pay sales tax to the City, thus increasing revenue.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALEXANDER CITY, ALABAMA**, that it authorizes the operation of dispensing site within the corporate limits of the City of Alexander City subject to any applicable zoning restrictions the City of Alexander City may adopt pursuant to §20-2A-51(c)(3).

**SECTION 2.** If any paragraph, section, subsection, or provision of this ordinance be declared invalid in a court of competent jurisdiction for any reason, it shall not affect the remainder of the ordinance as pertains to its validity or to other applications.

**SECTION 3.** Any ordinance or provisions of ordinances in conflict with the provisions of this ordinance are hereby repealed and rescinded insofar as they conflict with the provisions of this ordinance.

This ordinance will be published in compliance with Section 11-45-3, Code of Alabama 1975.

This ordinance shall become effective upon publication.

**ADOPTED AND APPROVED** this 17<sup>th</sup> day of October, 2022.

1 of 2

10/17/2022

Ordinance 2023-04

ATTEST:

Amanda F. Thomas  
Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin  
Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird  
Curtis "Woody" Baird, Mayor

**CERTIFICATION OF CITY CLERK**

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Ordinance No. 2023-04** which was adopted by the City Council on this 17<sup>th</sup> day of October, 2022.

**WITNESS MY SIGNATURE**, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 17<sup>th</sup> day of October, 2022.

Amanda F. Thomas  
City Clerk of the  
City of Alexander City, Alabama

SEAL

Yeas: Tapley, Colvin, Hardy, E. Brown

Nays: None

Publication Date: Oct 22, 22

License Type: Integrated Facility

We have provided a letter from the City of Alexander City, executed by Amanda Thomas, Community Development Director, confirming the authorized use of this property for the dispensing of medical cannabis.

Curtis "Woody" Baird  
Mayor  
Amanda F. Thomas  
City Clerk



CITY COUNCIL  
Audrey "Buffy" Colvin  
Council President  
Scott Hardy  
President Pro Tempore  
Bobby L. Tapley  
John Eric Brown  
Chris Brown  
Jimmy Keel

P.O. Box 552 • Alexander City • Alabama 35011-0552 • (256) 329-6700  
[www.alexandercityal.gov](http://www.alexandercityal.gov)

December 12, 2022

Alabama Medical Cannabis Commission  
Post Office Box 309585  
Montgomery, AL 36130

RE: 708 Commerce Drive, Alexander City, Alabama 35010 (the "Property")

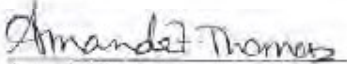
To whom it may concern:

This letter is to confirm that (i) the Property referenced above is zoned General Business ("B-2") and (ii) the proposed use of the dispensing of medical cannabis is permitted in the B-2 zone.

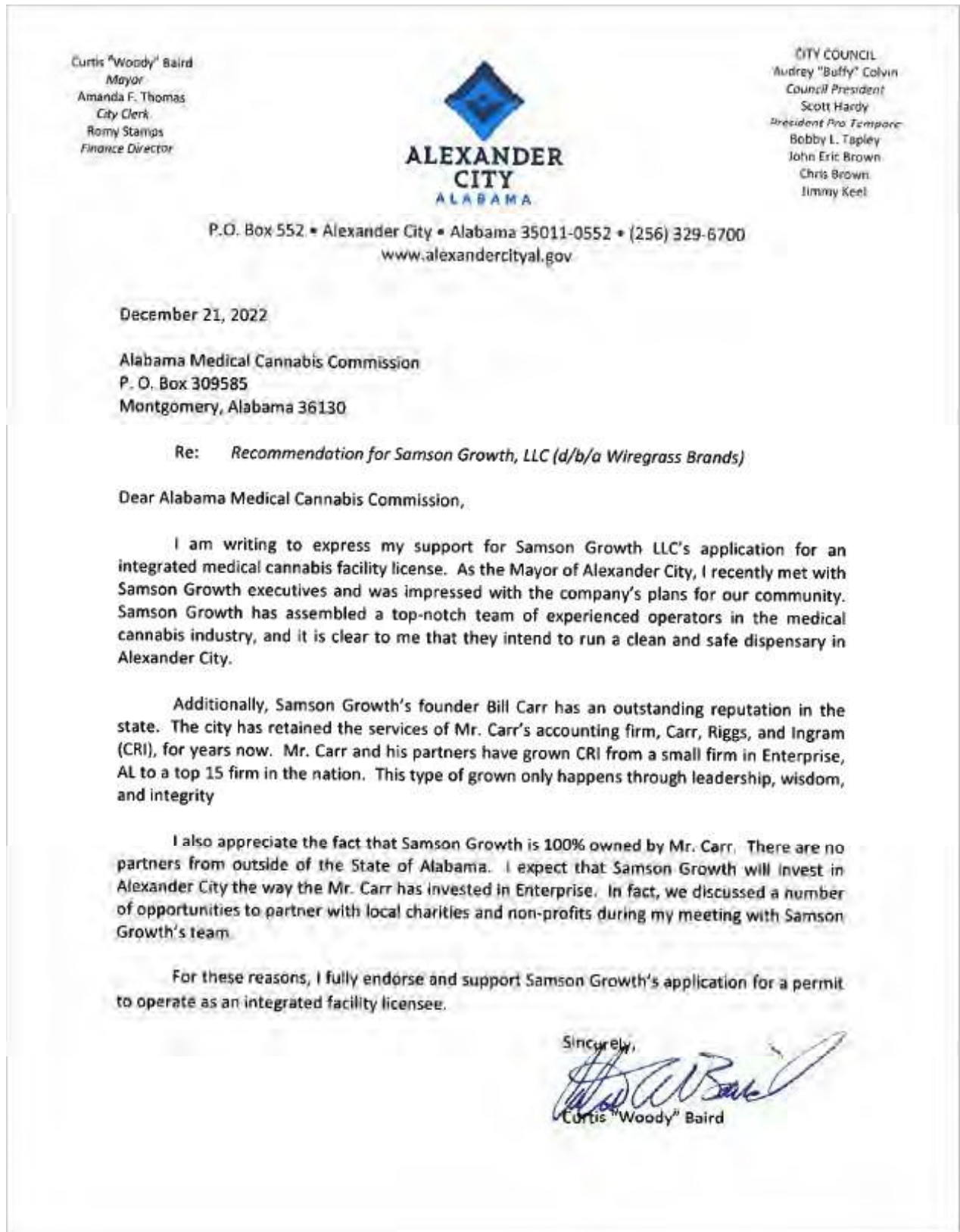
Ordinance No. 2023-04 authorizes the operation of medical cannabis dispensaries within the city of limits of Alexander City. We have determined that the Property's B-2 zoning thus permits the proposed use of dispensing (sales) of medical cannabis under Alexander City Zoning Ordinance Section 12.2(F) and 12.2(M). There are currently no other local approvals necessary to operate the business in Alexander City.

Should you need any further clarification or have any additional questions, please feel free to call me directly at (256) 329-6708 or email me at [amanda.thomas@alexandercityal.gov](mailto:amanda.thomas@alexandercityal.gov).

Regards,

  
Amanda Thomas  
Community Development Director  
City of Alexander City  
Municipal Complex  
281 James D. Nabors Dr.  
Alexander City, AL 35010  
(256) 329-6700  
[amanda.thomas@alexandercityal.gov](mailto:amanda.thomas@alexandercityal.gov)

We have provided a letter of support from Alexander City Mayor, Curtis "Woody" Baird.



We have provide a letter of support from the Alexander City Chamber of Commerce.



175 Aliant Parkway | Alexander City, AL | (256) 234-3461

December 22, 2022

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

Re: *Recommendation for Samson Growth, LLC (d/b/a Wiregrass Brands)*

Dear Alabama Medical Cannabis Commission,


I am writing to express my support for Samson Growth LLC's application for an integrated medical cannabis facility license. As President and CEO of the Alexander City Chamber of Commerce, I believe Samson Growth's dispensary will be a key part of our city's healthcare infrastructure.

Recently, I had the opportunity to speak with a representative from Samson Growth, and I was impressed with their experience and knowledge. I also learned that the company is 100% owned by Alabama businessman Bill Carr, who co-founded Carr, Riggs, and Ingram accounting firm. Even though he and his partners have grown the firm to a national top 15 accounting firm, their headquarters remains in his hometown of Enterprise. Like Enterprise, Alexander City is a small town that has experienced economic growth because of businessmen like Bill Carr who are dedicated to their hometowns.

Mr. Carr has assembled a top-notch team of experienced operators in the medical cannabis industry, and it is clear to me that they intend to run a clean and safe dispensary in Alexander City.

For these reasons, I fully endorse and support Samson Growth's application for a permit to operate as an integrated facility licensee.

Sincerely,

  
\_\_\_\_\_  
Signature

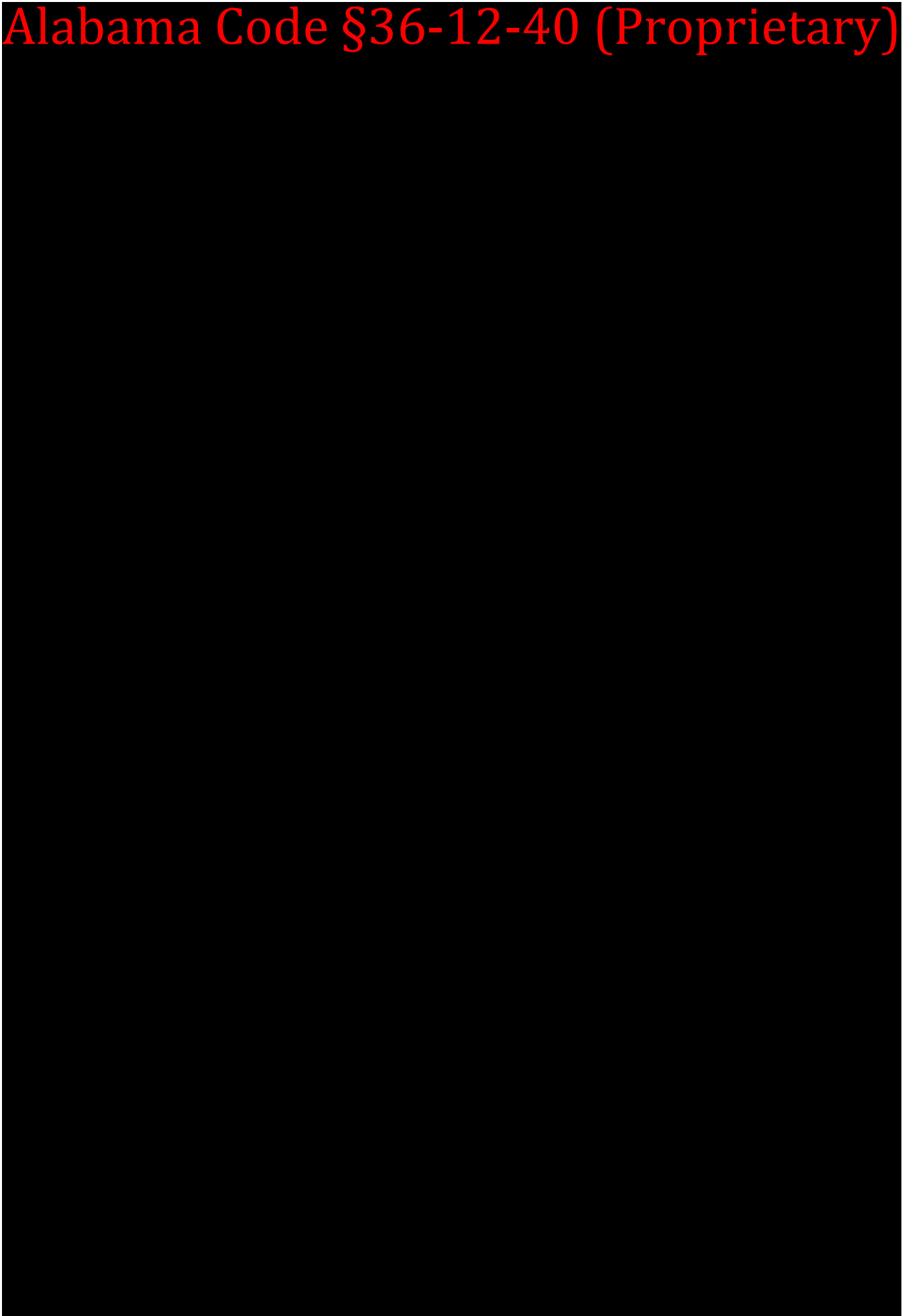
Jacob H. McAlham  
\_\_\_\_\_  
Printed Name

**31.6 – Professional Blueprints and Security Drawings**

We have provided the plans and drawings for the following items:

- Alexander City Dispensing Site Professional Blueprints (Page 20)
- Alexander City Dispensing Site Security Drawings (Page 21)

# Alabama Code §36-12-40 (Proprietary)



# Alabama Code §36-12-40 (Confidential - Security Plan)

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SECURITY

REVISIONS

ALEXANDER CITY DISTRICT

SECURITY BID DRAWINGS

STREET





**31.7 – Timetable for Completion and Commencement of Operations**

We expect that the construction of the Alexander City Dispensing Site, including compliance with all facility requirements under the Act and the AMCC rules, with completion expected 90 days after award of license.

We expect that we will be able to commence operations at the Alexander City Dispensing Site immediately upon facility approval by the AMCC.

**31.8 – Statement of Public Access and Anticipated Hours of Business Operation**

The Alexander City Dispensing Site will be open to the public that are prescribed, and qualified patients as defined by the State of Alabama.

We initially anticipate the hours of operation for the facility to be as follows:

Monday – Friday – 10:00 a.m. – 6:00 p.m. CT

This schedule is subject to change based on local market trends, patient development, and number of return patients.

**31.9 – Facility Hours of Operations and After-Hours Contact Information**

We anticipate that the Alexander City Dispensing Site will be occupied by our employees and security guards one hour before and one hour after the operational hours stated in 31.8.

After Hours Management Contact:

Kyle Neathery, CEO

Alabama Code §36-12-30 (Confidential - PII)

[Redacted]

[Redacted]

**31.1 – Anniston, Alabama – Dispensing Site**

Our second dispensing site for dispensing medical cannabis is located in Anniston, Alabama, in Calhoun County.

Name of Facility – Anniston Dispensing Site

Facility Type – Dispensing Site

**31.2 – Physical Address and GPS Coordinates**

The property for the Anniston Dispensing Site has an address of 1544 Greenbrier Dear Rd, Anniston, Alabama 36207. The dispensing site has GPS coordinates of Latitude 33.62 and Longitude -85.80.

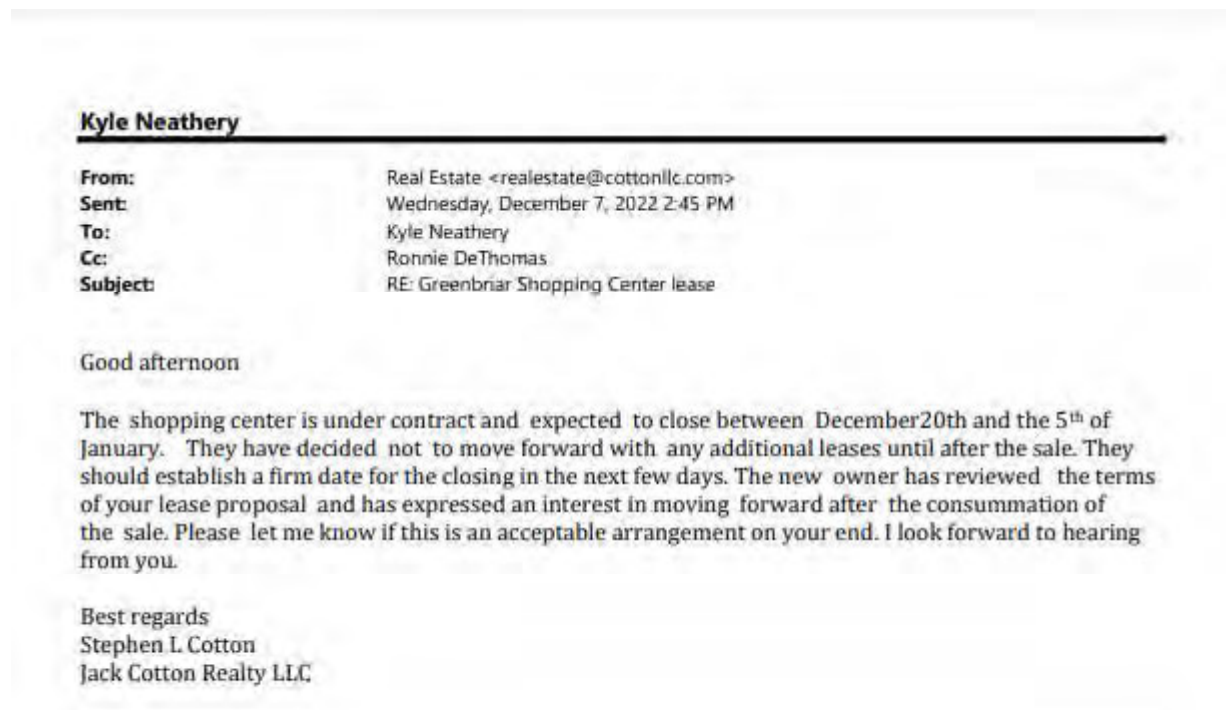
**31.3 – Aerial Photograph of Facility with Site Boundaries**



**31.4 – Proof of Authorization to Occupy the Property**

We have been working with the current owner and realtor as the property is going through a transition of ownership/sale during this time-period of procuring a lease on the property. The new owners have displayed intent to lease us the space upon the completion of final closing. The original closing was scheduled from December 20, 2022 – January 5, 2023 (see below screenshot) but was pushed back to January 5, 2023 – January 15, 2023. We will update the AMCC, once the lease has been fully executed.

Screenshot of Email from Realtor



**31.5 – Proof of Local Zoning and Ordinances**

We have provided the ordinance that was adopted by Anniston on November 1, 2022, allowing medical cannabis dispensing sites.

**ORDINANCE NO. 22-0-15**

**AUTHORIZING THE OPERATION OF MEDICAL CANNABIS DISPENSING SITES**

WHEREAS, in the 2021 session, the Alabama Legislature passed Act No. 21-450 legalizing and establishing a regulatory framework for medical cannabis;

WHEREAS, in doing so, the Legislature found that medical cannabis can successfully treat and alleviate the symptoms various medical conditions, as shown by medical research, and patients within the State of Alabama would benefit from the medical use of cannabis under a controlled setting per the supervision of a licensed physician;

WHEREAS, under Act No. 21-450, a dispensary may not be located and operated within a municipality without the approval of the governing body as evidenced by an ordinance authorizing dispensary sites within the municipality's corporate limits;

WHEREAS, the Council recognizes that the City of Anniston serves as a medical center for its citizens and those in surrounding communities, and the Council desires to allow patients within its jurisdiction full access to the medical treatments and medications deemed appropriate by the physician and allowed under the laws of the State of Alabama;

WHEREAS, the Council further recognizes that the business of a dispensary within the City would be subject to extensive regulation under state law, including regulations that should be expected to prevent any potentially negative impact of a medical cannabis dispensary, and the business of the dispensary will generate licensing and sales tax revenue that will further enhance the public benefit;

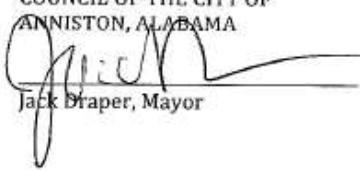
NOW THEREFORE, BE IT ORDAINED by the Council of the City of Anniston, Alabama as follows:

**Section 1.** In accordance with Ala. Code § 20-2A-51, the holder of a license granted by the State of Alabama, as authorized by Act No. 21-450, is hereby authorized to locate and operate within the corporate limits of the City of Anniston, Alabama subject to the provisions of Act No. 21-450, the regulations adopted pursuant thereto, and any local laws, ordinances, and regulations applicable to the business or operations.


**Section 2.** This Ordinance shall become effective immediately upon its adoption and publication one (1) time in The Anniston Star, a newspaper of general circulation published in the City of Anniston, Alabama. The City Clerk is hereby ordered and directed to cause a copy of this Ordinance to be published one time in said newspaper.

**PASSED AND ADOPTED** on this the 1<sup>st</sup> day of November, 2022.


COUNCIL OF THE CITY OF  
ANNISTON, ALABAMA

  
Jack Draper, Mayor

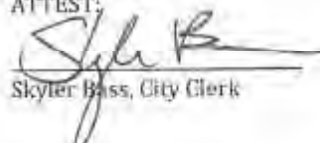
  
\_\_\_\_\_  
Jay Jenkins, Council Member

  
\_\_\_\_\_  
Demetric Roberts, Council Member

  
\_\_\_\_\_  
Ciara Smith, Council Member

  
\_\_\_\_\_  
Millie Harris, Council Member

ATTEST:

  
\_\_\_\_\_  
Skyler Bass, City Clerk

We have provided a letter from the City of Anniston, executed by Jason Brown, Fire Marshal, confirming the zoning of this property within Anniston City Limits.



CITY OF ANNISTON  
*Building and Safety Division/Zoning Department*  
P.O. Box 2168  
Anniston, AL 36202  
(256) 231-7720 Phone

Jason Brown  
*Fire Marshal*  
Shelby Shiflett  
*Administrative Assistant*  
Lee Willis  
*Building Inspection Supervisor*  
Tana Bryant  
*Code Enforcement*

December 16, 2022.

To Whom It May Concern:

Please be advised that the property located at 1544 Greenbrier Dear Road is zoned as SC, or Suburban Corridor, which is defined as: *Intent., The Suburban Corridor district consists of areas along major road corridors primarily composed of commercial uses that serve the broader community. The intent of this district is to foster an environment conducive to primarily single use commercial development but also to improve the environment for drivers, cyclists, and pedestrians alike.*

If we can be of further assistance, please do not hesitate to contact this office at (256) 231-7720.

Yours Very Truly,  
  
Jason Brown  
*Fire Marshal*

Additionally, we have provided email correspondence from Jason Brown, Fire Marshal, to our attorney, writing to the city's permissibility of this location for zoning in the City of Anniston while the zoning ordinance is being finalized.

**From:** [Jason Brown](#)  
**To:** [Kruse, Mason](#)  
**Subject:** RE: "EXTERNAL" Re: "EXTERNAL" Re: "EXTERNAL" Zoning Verification/Approval Letter for 1544 Greenbrier Dear Rd  
**Date:** Thursday, December 15, 2022 8:08:36 AM

**CAUTION - EXTERNAL EMAIL**

Mr. Kruse,

I spoke with the City's attorney at length today about the zoning for the dispensary. After looking at the current zoning in detail there is nothing that specifically covers this use. That being said I looked for a use in the zoning ordinance which would be a comparable use to establish where a dispensary would be allowed. At this time it is my opinion that dispensary would be permitted in the Suburban Corridor (SC) Zone where the address you provided is located. That being said it will need to be verified that it meets all the requirements set forth by the State for dispensary location. Sorry it took us some time to try to make sure we get this right from the City's standpoint. This is a completely new use that we are having to guide ourselves through. If you have any questions please feel free to contact me.

Thank you,  
Jason Brown  
Fire Marshal  
City of Anniston

We have provided a letter of support from City of Anniston Mayor, Jack Draper



OFFICE OF THE MAYOR  
JACK DRAPER  
EMAIL: JDRAPER@ANNISTONAL.GOV

December 19, 2022

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

**Re: Mayor Jack Draper Letter of Support for Wiregrass Brands**

Dear Alabama Medical Cannabis Commission,

Please accept this letter of support for Wiregrass Brands' application for a license to operate as an integrated medical cannabis business in the State of Alabama. As the Mayor of Anniston, I recently had the pleasure of meeting with Wiregrass Brands regarding the company's plans to operate a medical cannabis dispensary in our city.

Wiregrass Brands appears to have the leadership and experience to operate a safe and successful dispensary in Anniston. The company's founder and owner, Bill Carr, is someone who currently operates a number of successful businesses in Alabama. I believe Mr. Carr's business experience and track record in Alabama coupled with the medical cannabis experience of the team he has assembled will serve our city and state well.

Accordingly, I offer my support for Wiregrass Brands' application for a license to operate a medical cannabis facility in Alabama.

Sincerely,

Jack Draper  
Mayor

P.O. Box 2168 • Anniston, Alabama 36202

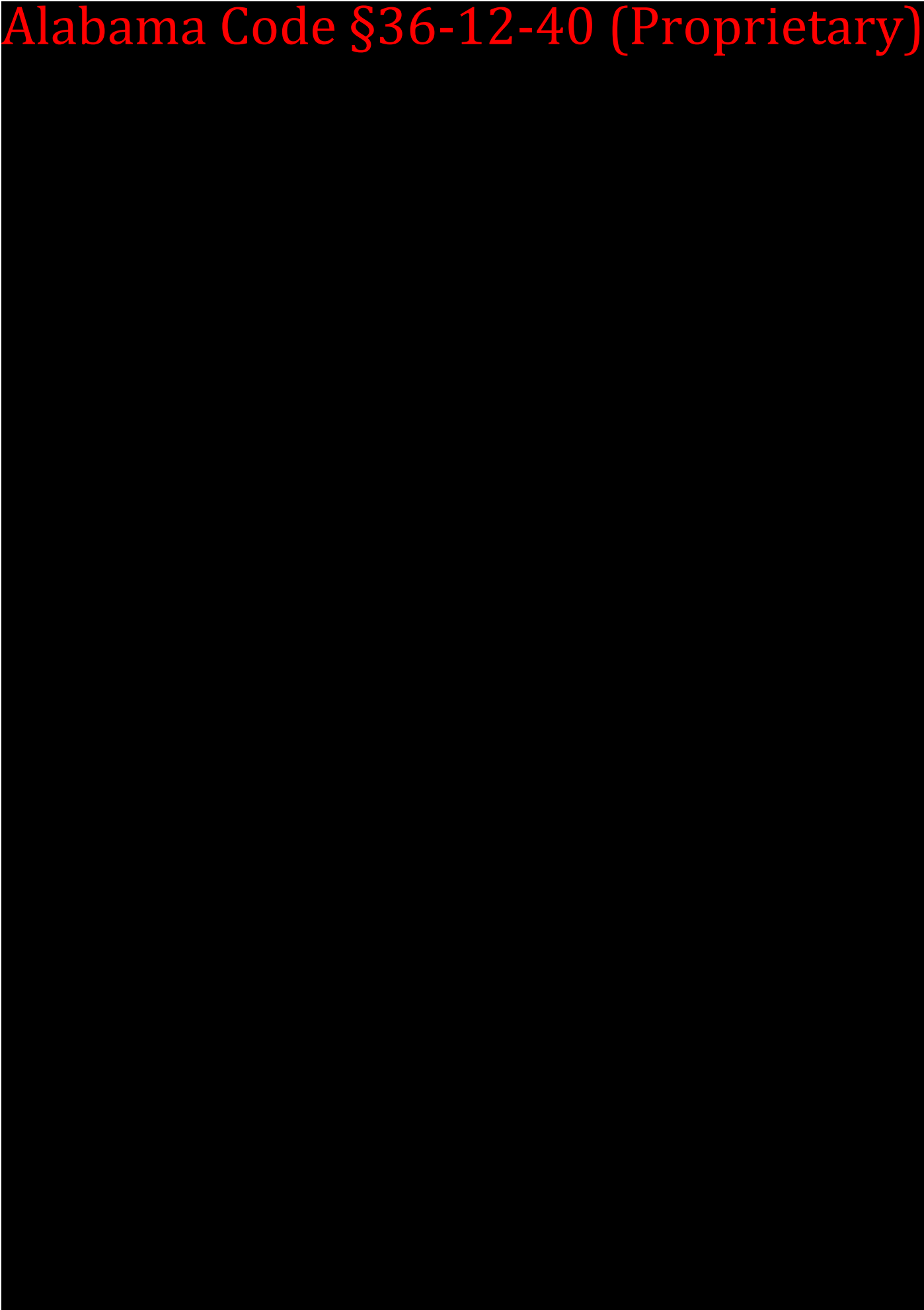


**31.6 – Professional Blueprints and Security Drawings**

We have provided the plans and drawings for the following items:

- Anniston Dispensing Site Professional Blueprints (Page 31)
- Anniston Dispensing Site Security Drawings (Page 32)

# Alabama Code §36-12-40 (Proprietary)





**31.7 – Timetable for Completion and Commencement of Operations**

We expect that the construction of the Anniston Dispensing Site, including compliance with all facility requirements under the Act and the AMCC rules, with completion expected 90 days after award of license.

We expect that we will be able to commence operations at the Anniston Dispensing Site immediately upon facility approval by the AMCC.

**31.8 – Statement of Public Access and Anticipated Hours of Business Operation**

The Anniston Dispensing Site will be open to the public that are prescribed, and qualified patients as defined by the State of Alabama.

We initially anticipate the hours of operation for the facility to be as follows:

Monday – Friday – 10:00 a.m. – 6:00 p.m. CT

This schedule is subject to change based on local market trends, patient development, and number of return patients.

**31.9 – Facility Hours of Operations and After-Hours Contact Information**

We anticipate that the Anniston Dispensing Site will be occupied by our employees and security guards one hour before and one hour after the operational hours stated in 31.8.

After Hours Management Contact:

Kyle Neathery, CEO

Alabama Code §36-12-49 (Confidential - PII)

[Redacted]

[Redacted]

**31.1 – Enterprise, Alabama – Dispensing Site**

Our third dispensing site for dispensing medical cannabis is located in Enterprise, Alabama, in Coffee County.

Name of Facility – Enterprise Dispensing Site

Facility Type – Dispensing Site

**31.2 – Physical Address and GPS Coordinates**

The property for the Enterprise Dispensing Site has an address of 621 Boll Weevil Suite 31B, Enterprise, AL 36330. The dispensing site has GPS coordinates of Latitude 31.31 and Longitude -85.83.

**31.3 – Aerial Photograph of Facility with Site Boundaries**



**31.4 – Proof of Authorization to Occupy the Property**

We have executed a lease for 621 Boll Weevil Circle, Suite 31B, Enterprise, Alabama 36330 with the owner, West Gate Limited Partnership c/o Regency Management, Inc. To be mindful of page limits, we have provided the first page displaying the property and owner, and the page displaying the executing signatures.

Enterprise Lease – First Page

Attachment ID: AAFK042-859-ED11-ADES-003073765A61

LEASE

WEST GATE SHOPPING CENTER  
ENTERPRISE, ALABAMA

This Indenture of Lease, made and entered into as of 29 day of November, 2022, by and between West Gate Limited Partnership by virtue of REGENCY MANAGEMENT, INC., as agent for Property Owner ("Landlord"), having a mailing address of P.O. Box 311132, Enterprise, Alabama 36331, and Samson Growth, LLC ("Tenant"), having a mailing address of 631 Travelers Rest, Samson, Alabama, 36477

WITNESSETH:

ARTICLE I  
DEFINITIONS

1.1 Landlord and Tenant agree that the following definitions shall apply to the various provisions of this lease which refer to them.

1.1.1 "ADA": defined in Section 6.4.2.

1.1.2 "Additional Rent": all sums, other than Fixed Minimum Rent, payable by Tenant to Landlord pursuant to the terms of this lease.

1.1.3 "Applicable Environmental Law": defined in Section 5.7.

1.1.4 "Building": that certain building in which the Premises are located. Known as suite # 31B, West Gate Shopping Center, 621 Boll Weevil Circle, Enterprise, Alabama.

1.1.5 "CAM Charge": defined in Section 4.4

1.1.6 "CAM Year": any fiscal or calendar year, as reasonably determined by Landlord, or, in the event Landlord shall change from a fiscal to a calendar year, or vice versa, such shorter period as may be reasonably required by such change.

1.1.7 "Common Areas": defined in Section 4.4.2.

1.1.8 "Common Area Maintenance Amount": an amount, per annum, equal to One dollar and 20 cents times the number equal to the Square Footage of the Premises, (Initial amount) and based on actual figures, assessed annually.

1.1.9 "Common Area Costs": defined in Section 4.4.1.

1.1.10 "Claims and Costs": defined in Section 13.1.

1.1.11 "Default Rate": the lesser of: (i) the maximum interest rate allowed by applicable law; or (ii) fifteen percent (15%) per annum.

1.1.12 "Expiration Date": 11/30/2025 unless extended as provided in this lease; provided, however, that if this lease is canceled or terminated prior to said date, then the Expiration Date shall be the date upon which this lease is so canceled or terminated; provided, further, however, that if this lease is canceled or terminated prior to the originally fixed Expiration Date by reason of Tenant's default under this lease, Tenant's liability under the provisions of this lease shall continue until the date this lease would have expired had the cancellation or termination not occurred. Should Medical Marijuana Business License not be issued by any Federal, State, or city governmental body, or be revoked by any such agencies, at any time, Tenant may terminate and vacate this lease and premises with 30 days' notice and with no penalties.

1.1.13 "Fixed Minimum Rent":

DATES	ANNUALLY	MONTHLY
12/1/2022-until start of improvements or licensing	\$1840.00	\$1,540.00
Start of improvements or licensing for a total of 3 years	\$21,539.92	\$1796.66

1.1.14 "full replacement value": defined in Section 12.4.1.

1.1.15 "Gross Sales": defined in Section 4.2.

1.1.16 "Hazardous Substance": defined in Section 3.7.

1.1.17 "Impositions": defined in Section 4.3.1.

1.1.18 "Indemnified Parties": defined in Section 5.7.5.

Enterprise Lease – Signature Page

Authentign ID: A4F90042-4379-ED11-40E8-000F2765A81

read and fully understands all the provisions of this lease or that Tenant was represented by competent counsel who read and/or explained all provisions to Tenant.

IN WITNESS WHEREOF, the parties hereto have caused this lease agreement to be executed, under seal, as of the day and year first above mentioned.

Landlord: *Jack H. Lygok, Agent*  
West Gate Limited

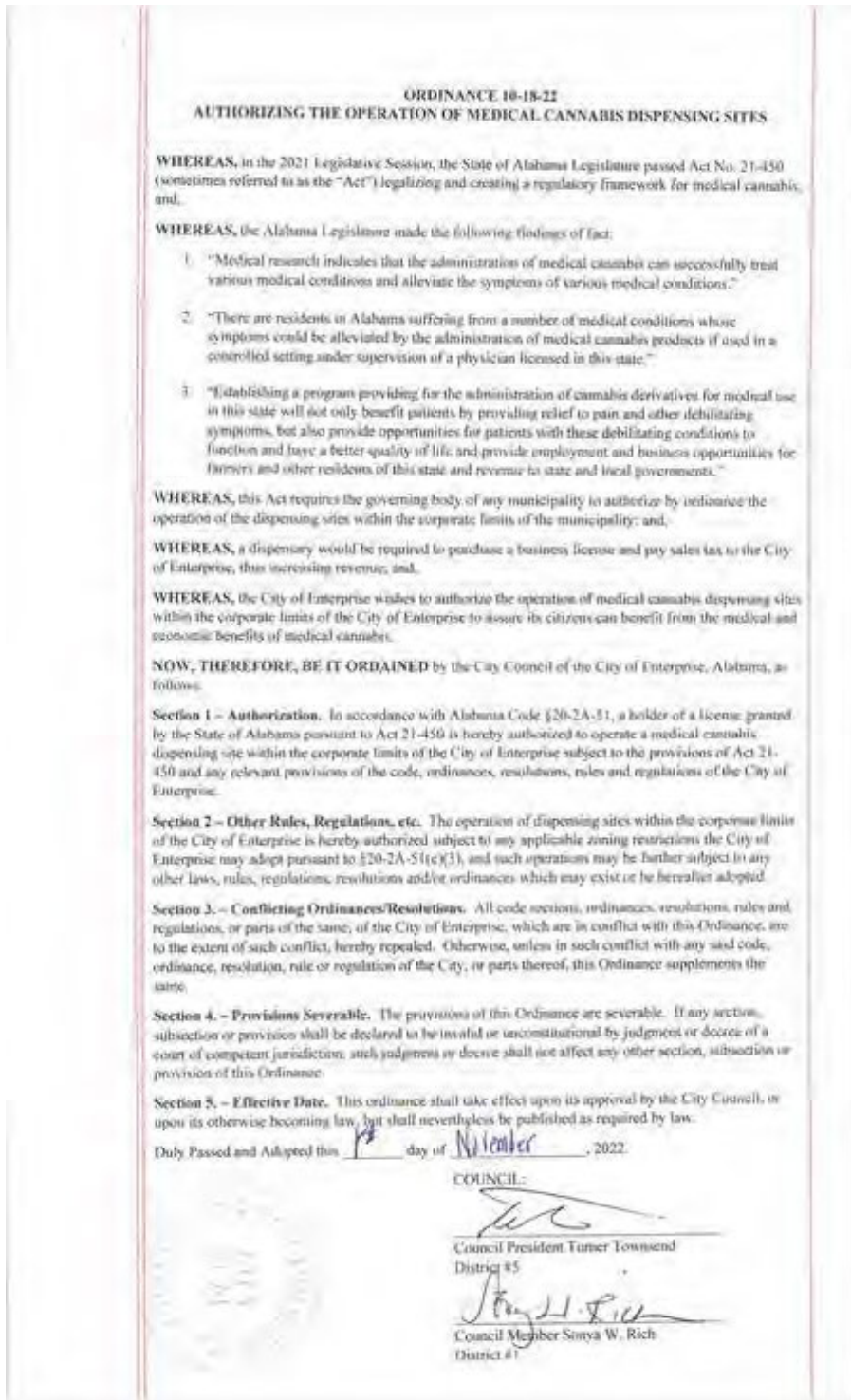
By: Regency Management, Inc., as agent for property owner

Tenant: *William H Carr* 12/01/22  
William H. Carr, Owner  
Samson Growth, LLC



**31.5 – Proof of Local Zoning and Ordinances**

We have provided the ordinance that was adopted by Enterprise on November 1, 2022, allowing medical cannabis dispensing sites.



ORDINANCE 18-18.22

Page 2


  
Council Member Eugene Goolsby  
District #2

Oppose  
Council Member Greg Padgett  
District #3

  
Council Member Scotty Johnson  
District #4

ATTEST:  
  
Beverly Sweeney  
City Clerk

Transmitted to the Mayor this 2<sup>nd</sup> day of November, 2022.

  
Beverly Sweeney  
City Clerk

ACTION OF THE MAYOR:  
Approved this 2<sup>nd</sup> day of November, 2022.

  
William E. Cooper  
Mayor

ATTEST:  
  
Beverly Sweeney  
City Clerk



License Type: Integrated Facility

We have provided a letter from the City of Enterprise, executed by Thomas Hardy, Assistant Director of Engineering Services, confirming the authorized conditional use of this property for the dispensing of medical cannabis.



**City of Enterprise**  
Department of Engineering Services & Public Works  
501 S Main Street  
Enterprise, Alabama 36330  
Phone (334) 348-2671  
Fax (334) 348-2672

12-13-2022

Ref: 621 Boll Weevil Circle

To Whom it may Concern,

621 Boll Weevil Circle is PBD

I interpret the City's existing ordinances to allow a medical cannabis dispensary in zones B-1, B-3 and M-D by right as a medical support service. A medical cannabis dispensary is allowed in a PBD district with conditional use approval.

You should be aware that in the future, the City Council may institute other zoning ordinances or rules and regulations related to medical cannabis dispensaries in Enterprise. This letter is in no way intended to be interpreted to mean that existing ordinances could not be changed or amended or new ordinances implemented.

Sincerely,

A handwritten signature in black ink, appearing to read 'Thomas Hardy'.

Thomas Hardy  
Assistant Director of Engineering Services

We have provided a letter of support from Enterprise City Administrator, Jonathan Tullos.

**COUNCIL**

SONYA W. RICH, *District 1*  
EUGENE GOOLSBY, *District 2*  
GREG PADGETT, *District 3*  
SCOTTY JOHNSON, *District 4*  
TURNER TOWNSEND, *District 5*

**City of Enterprise**

WILLIAM E. (BILL) COOPER, MAYOR  
501 South Main  
P. O. Box 311000  
Enterprise, Alabama 36331-1000

CITY ADMINISTRATOR  
JONATHAN TULLOS

CITY CLERK  
BEVERLY SWEENEY

CHIEF FINANCIAL OFFICER  
LEEANN SWARTZ, CPA

(334) 347-1211  
(334) 348-2813 FAX

December 6, 2022

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

Dear members of the Alabama Medical Cannabis Commission:

I have had the pleasure of knowing Mr. William (Bill) Carr for over 20 years. As a lifelong Alabamian, Bill Carr has a decades-long track record of operating successful dozens of businesses throughout Alabama, most notably, Bill is Co-Founder and Managing Partner of Carr, Riggs, and Ingram, CPAs and Advisors (CRI), a top 25 nationally-ranked, full-service accounting and advisory firm to more than 100,000 clients. CRI is headquartered in Enterprise, Alabama where I serve as the City Administrator.


Mr. Carr has also been operating a hemp company for the past few years which has provided him and his management team with experience in the cannabis industry. During my tenure as Executive Director of Wiregrass Economic Development, I was able to work with Mr. Carr and his team to establish their presence in Geneva County. I was able to directly observe his professionalism and attention-to-detail in his business dealings.

In my association with Mr. Carr, both on a personal and professional level, his integrity is beyond reproach, and he goes to great lengths to keep it that way. That's what our state needs from those chosen to operate the first medical cannabis companies in Alabama; patient-driven business decisions where the outcome is more important than the income.

Mr. Carr has brought on an executive team with decades of experience in the legal medical cannabis industry so he can be ready to deliver safe medicine to patients quickly after licenses are awarded.

For these reasons I give Mr. Carr my highest endorsement to receive a medical cannabis license in the State of Alabama. I can be contacted via phone at 228-323-3034 or email at [jrtullos@gmail.com](mailto:jrtullos@gmail.com).

Sincerely,

  
Jonathan R. Tullos, City Administrator  
Enterprise, Alabama



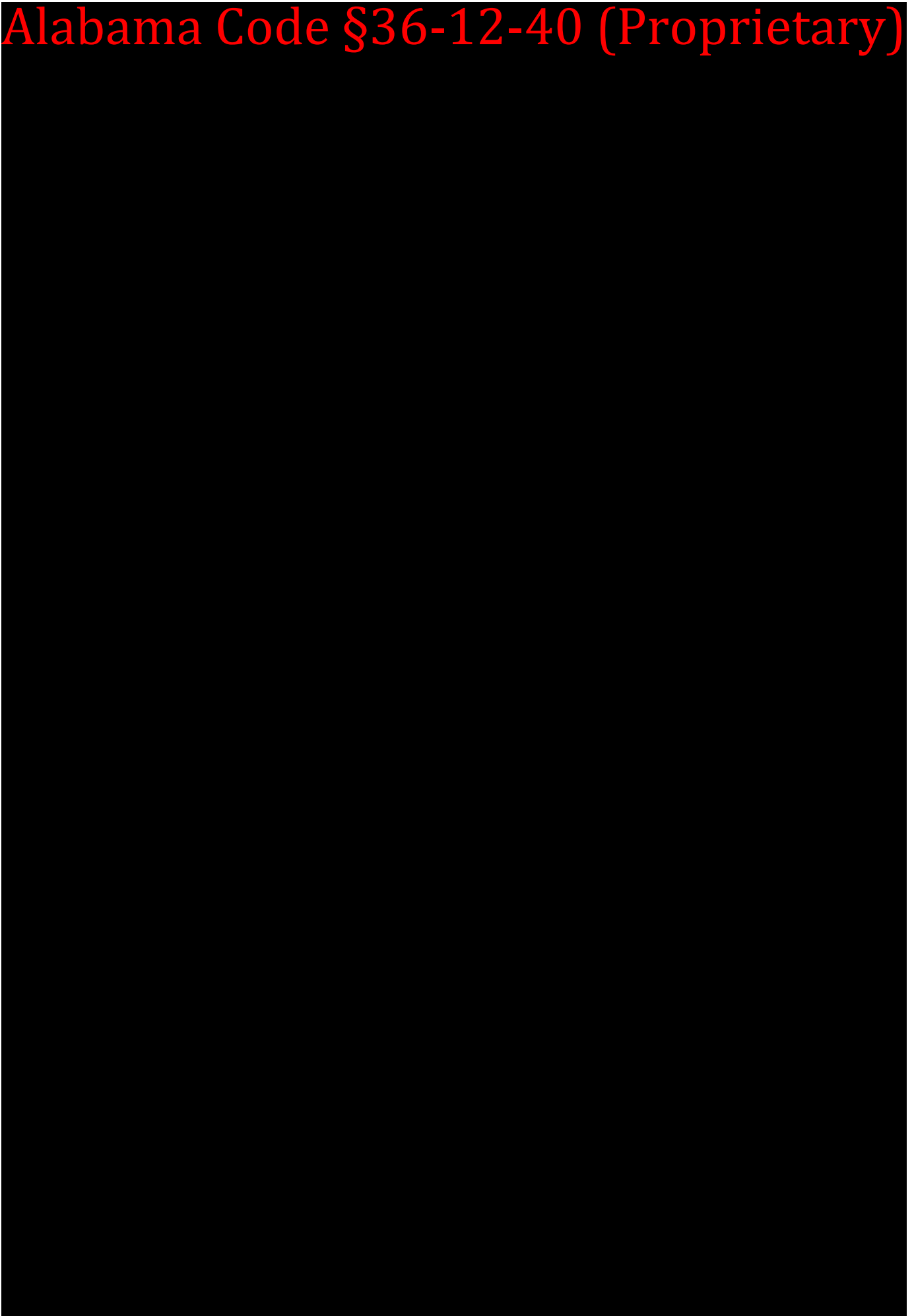
Bill Weevil Monument - The Only Monument in The World Glorifying A Pest

**31.6 – Professional Blueprints and Security Drawings**

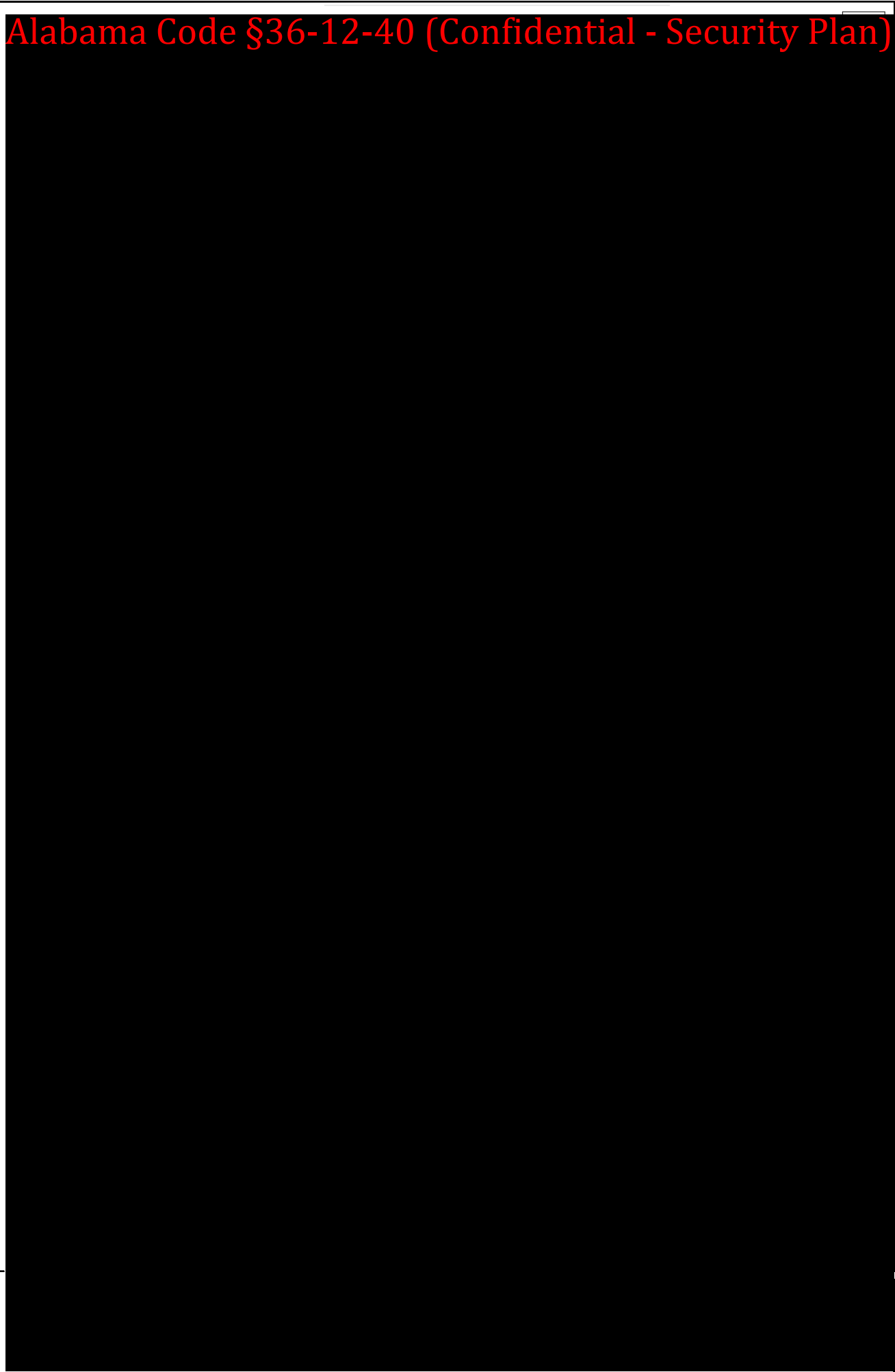
We have provided the plans and drawings for the following items:

- Enterprise Dispensing Site Professional Blueprints (Page 43)
- Enterprise Dispensing Site Security Drawings (Page 44)

# Alabama Code §36-12-40 (Proprietary)



# Alabama Code §36-12-40 (Confidential - Security Plan)



ALABAMA CODE §36-12-40 (CONFIDENTIAL - SECURITY PLAN)

**31.7 – Timetable for Completion and Commencement of Operations**

We expect that the construction of the Enterprise Dispensing Site, including compliance with all facility requirements under the Act and the AMCC rules, with completion expected to be 90 days after award of license.

We expect that we will be able to commence operations at the Enterprise Dispensing Site immediately upon facility approval by the AMCC.

**31.8 – Statement of Public Access and Anticipated Hours of Business Operation**

The Enterprise Dispensing Site will be open to the public that are prescribed, and qualified patients as defined by the State of Alabama.

We initially anticipate the hours of operation for the facility to be as follows:

Monday – Friday – 10:00 a.m. – 6:00 p.m. CT

This schedule is subject to change based on local market trends, patient development, and number of return patients.

**31.9 – Facility Hours of Operations and After-Hours Contact Information**

We anticipate that the Enterprise Dispensing Site will be occupied by our employees and security guards one hour before and one hour after the operational hours stated in 31.8.

After Hours Management Contact:

Kyle Neathery, CEO

Alabama Code §36-12-40 (Confidential - PII)

[Redacted]

[Redacted]



**31.1 – Phenix City, Alabama – Dispensing Site**

Our fourth dispensing site for dispensing medical cannabis is located in Phenix City, Alabama, in Russell County.

Name of Facility – Phenix City Dispensing Site

Facility Type – Dispensing Site

**31.2 – Physical Address and GPS Coordinates**

The property for the Phenix City Dispensing Site has an address of 3604 Highway 431 N, Phenix City, Alabama 36867. The dispensing site has GPS coordinates of Latitude 32.49 and Longitude -85.04.

**31.3 – Aerial Photograph of Facility with Site Boundaries**



**31.4 – Proof of Authorization to Occupy the Property**

We have executed an LOI for 3604 Highway 431, Phenix City, Alabama 36867 with the owner, English Properties, LLC. To be mindful of page limits, we have provided the first page displaying the property and owner, and the page displaying the executing signatures.

Phenix City LOI - First Page

December 27, 2022

RE: Proposal to Lease  
Phenix City, AL

The following summarizes the basic nonbinding terms and conditions upon which Tenant would be interested in entering a lease for space at the above referenced property.

1. Please provide the following information for lease documentation purposes:

Landlord's Name: English Properties, LLC  
Address: 3616 Hwy 431 N Phenix City AL 36867  
Contact: Bob English  
Phone Number: 334-297-1188

Leasing Contact: Ernie Smallman  
Phone: 706-888-6651

2. Tenant: Samson Growth, LLC, 631 Traveler's Rest Rd, Samson, AL 36477

3. Exact Address of Leased Premises: 3604 Hwy 431 N, Phenix City, AL 36867. Tenant proposes to lease approximately 2000 square feet ("Premises"), as shown on the attached Exhibit A. The size of the Premises shall be certified by the Landlord's architect and such certification shall be provided to Tenant prior to the execution of a Lease Agreement. Tenant shall have the right to verify dimensions.

Tenant's pro rata share of the Center shall be 23%.

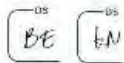
4. Permitted Use: Tenant may use and occupy the Premises with unrestricted access for any lawful use, including but not limited to operation of a cannabis dispensary.

5. Exclusive: Tenant shall have the exclusive right upon the Property to operate a cannabis dispensary.

6. Delivery Date: Landlord shall deliver the Premises to Tenant on or before January 1, 2023.

7. Site Inspection: Landlord represents warrants and agrees that Tenant, its agent or representative shall have the right to enter the premises prior to full execution of a letter of intent to complete a full site inspection of the Premises. Upon twenty-four hours' notice Landlord agrees that Landlord's leasing agent and/or property manager will be present during the inspection to provide access to the interior of the space.

8. Rent Commencement Date: January 1, 2023



Phenix City LOI – Signature Page

DocuSign Envelope ID: 107F0F08-0B0E-43F1-93E0-C798AB997924

- 18. **Self-Help:** For ongoing, unaddressed Landlord defaults, Tenant must have reasonable rights of Self-Help.
- 19. **Insurance:** Tenant shall maintain liability insurance in the amount of \$2,000,000 per incident and name landlord additional insured.
- 20. **Outside Promotions:** Tenant shall NOT have the right to hold special promotional events outside of the store or in the immediate parking lot.
- 21. **Lease Form:** Landlord's lease form.
- 22. **Utilities:** Tenant shall be responsible for their own utilities.

This letter of intent is not legally binding and is meant solely to establish the basic business terms, conditions and understandings between the parties involved. Landlord and Tenant acknowledge that this is a proposal and that the lease is subject to Landlord and Tenant review. If the above terms and conditions are acceptable, please sign and return a copy of this proposal within five(5) business days.

Very truly yours,

Broker

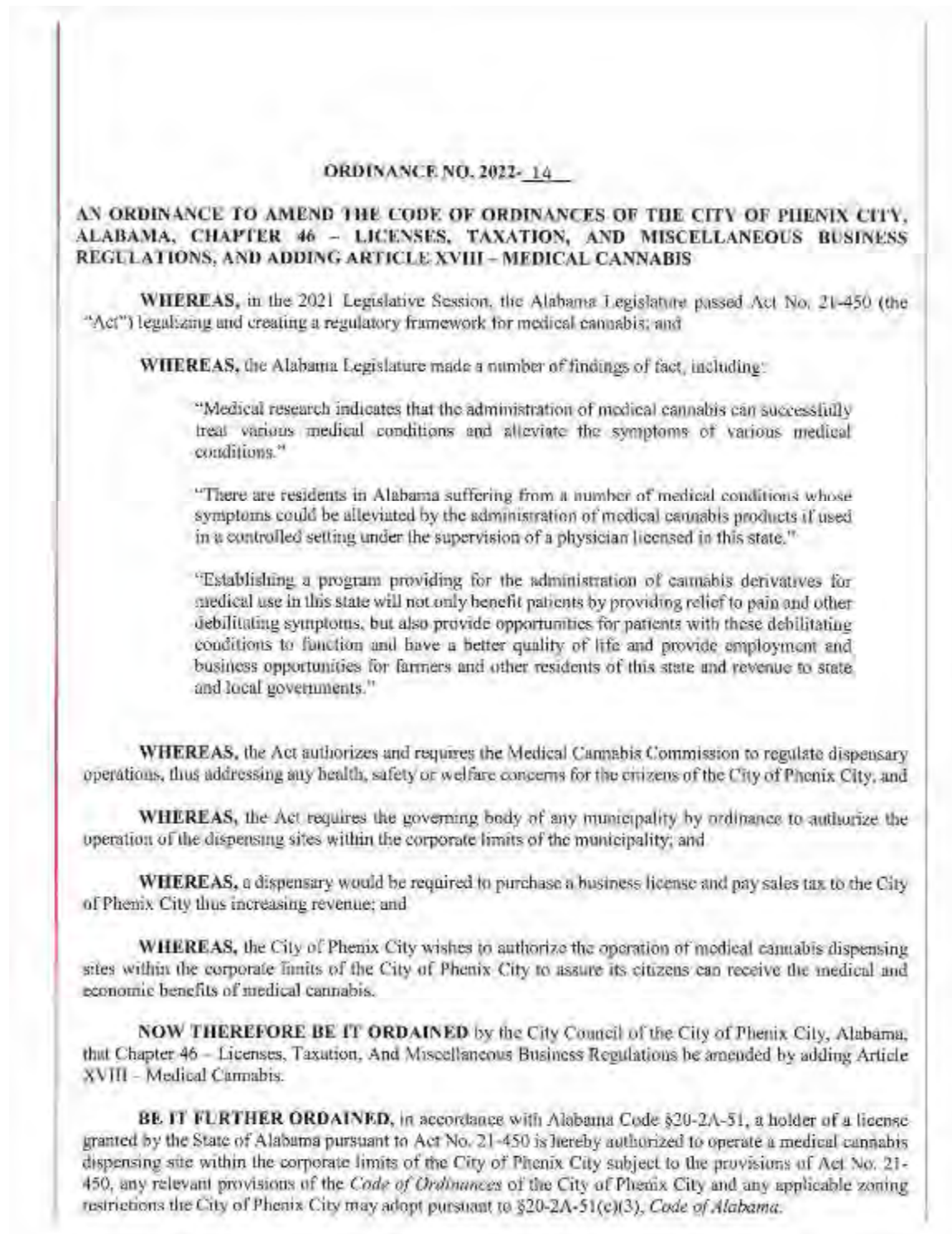
AGREED AND ACCEPTED this 12/27/2022 day of 12/27/2022, 20  .

BY: DocuSigned by:  
Bob English  
Landlord

BY: DocuSigned by:  
[Signature]  
Tenant

**31.5 – Proof of Local Zoning and Ordinances**

We have provided the ordinance that Phenix City adopted on November 15, 2022, allowing medical cannabis dispensing sites.



**BE IT FURTHER ORDAINED**, that any business license or sales tax revenue generated by medical cannabis dispensaries authorized by this Ordinance shall be deposited to the general fund.

**BE IT FURTHER ORDAINED**, that this Ordinance shall become effective immediately upon its adoption, approval and publication as required by law.

**PASSED, APPROVED AND ADOPTED** this 15<sup>th</sup> day of November, 2022.

*Eddie N. Lewis*  
MAYOR


*R. M. Hardy*  
*Steve Kelly*  
*Victor Carter*  
*Keith Williams*  
MEMBERS OF THE CITY COUNCIL OF  
THE CITY OF PHENIX CITY, ALABAMA

ATTEST:

*Melony Lee*  
CITY CLERK

License Type: Integrated Facility

We have provided a letter from the City of Phenix City, Ray Rogers, Deputy Building Official, confirming the anticipated, authorized use of this property for the dispensing of medical cannabis.



**PHENIX CITY**  
*Alabama*

**BUILDING DEPARTMENT**

1119 Broad Street | Phenix City, AL 36867 | Ph: 334-448-2740 | Fx: 334-448-2742 | phenixcityal.us

**DR. R. GRIFF GORDY**  
Mayor Pro Tem / At Large

**STEVE BAILEY**  
Councilmember District 1

**EDDIE N. LOWE**  
Mayor

**VICKEY CARTER JOHNSON**  
Councilmember District 2

**ARTHUR L. DAY, JR.**  
Councilmember District 3

WALLACE B. HUNTER, City Manager  
NELOMY LEE, City Clerk  
GIL GRIFFITH, Chief Building Official

December 27, 2022

Alabama Medical Cannabis Commission  
Post Office Box 309585  
Montgomery, AL 36130


RE: 3604 Highway 431-N, Phenix City, Alabama 36867 (the "Property")

To whom it may concern:



This letter is to confirm that (i) the Property referenced above is zoned Highway Commercial ("C-4") and (ii) Phenix City is in the process of amending its zoning ordinance to allow medical cannabis dispensaries to operate in C-4 zones.

Ordinance No. 2022-14 authorizes the operation of medical cannabis dispensaries within the city of limits of Phenix City. Although "medical cannabis dispensary" is not an explicitly permitted use under the current zoning ordinance regulations, the City is in the process of updating our Use regulations to specify that a medical cannabis dispensary will be allowed in a C-4 zone.

Please feel free to contact me if you need further assistance.  
Sincerely,



Ray Rogers  
Deputy Building Official  
rogers@phenixcityal.us

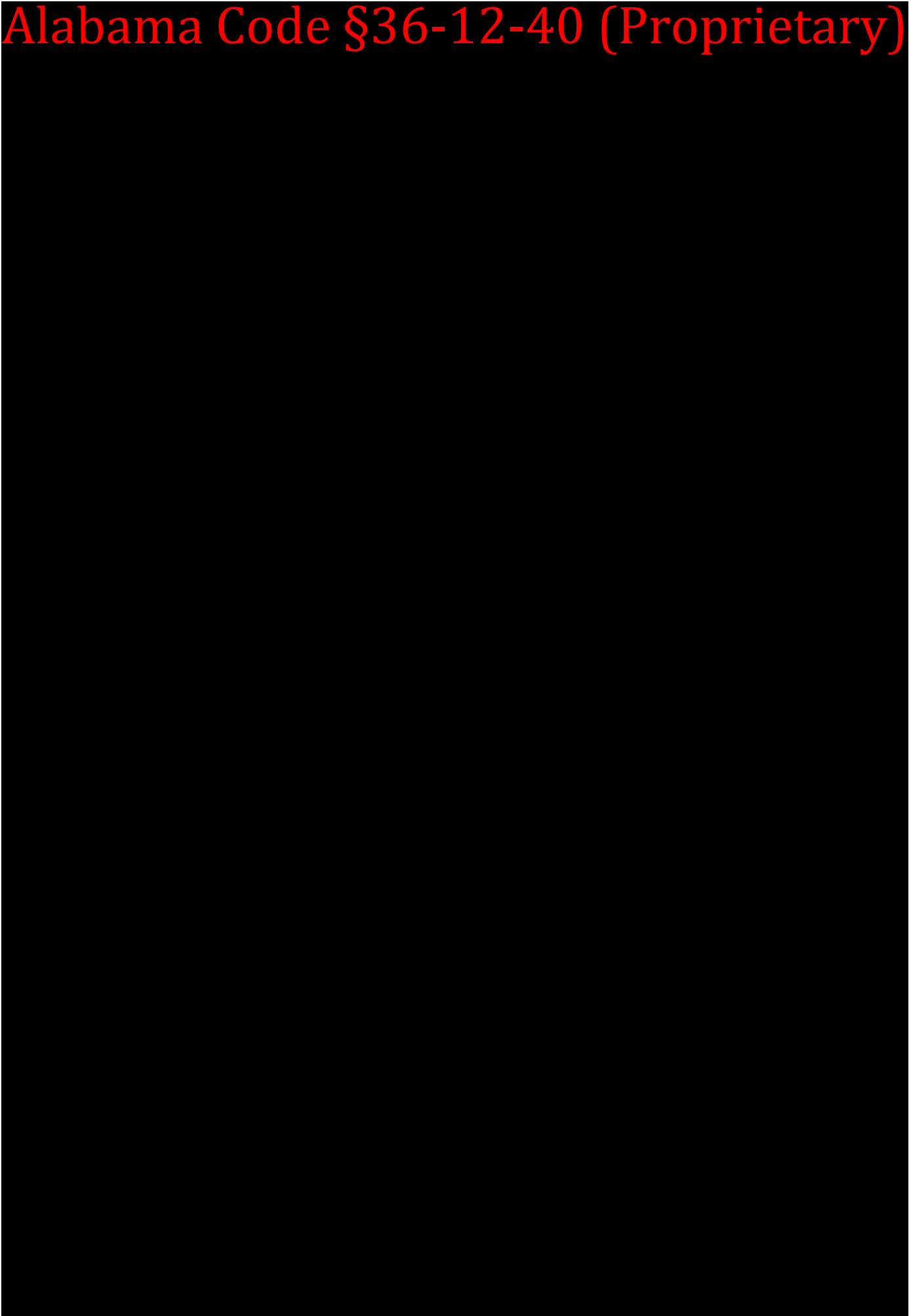


**31.6 – Professional Blueprints and Security Drawings**

We have provided the plans and drawings for the following items:

- Phenix City Dispensing Site Professional Blueprints (Page 53)
- Phenix City Dispensing Site Security Drawings (Page 54)

# Alabama Code §36-12-40 (Proprietary)







**31.7 – Timetable for Completion and Commencement of Operations**

We expect that the construction of the Phenix City Dispensing Site, including compliance with all facility requirements under the Act and the AMCC rules, with completion expected 90 days after award of license.

We expect that it will be able to commence operations at the Phenix City Dispensing Site immediately upon facility approval by the AMCC.

**31.8 – Statement of Public Access and Anticipated Hours of Business Operation**

The Phenix City Dispensing Site will be open to the public that are prescribed, and qualified patients as defined by the State of Alabama

We initially anticipate the hours of operation for the facility to be as follows:

Monday – Friday – 10:00 a.m. – 6:00 p.m. ET

This schedule is subject to change based on local market trends, patient development, and number of return patients.

**31.9 – Facility Hours of Operations and After-Hours Contact Information**

We anticipate that the Phenix City Dispensing Site will be occupied by our employees and security guards one hour before and one hour after the operational hours stated in 31.8.

After Hours Management Contact:

Kyle Neathery, CEO

Alabama Code §36-12-40 (Confidential - PII)

[Redacted]

[Redacted]

**31.1 – Tusculmbia, Alabama – Dispensing Site**

Our fourth dispensing site for dispensing medical cannabis is located in Tusculmbia, Alabama, in Colbert County.

Name of Facility – Tusculmbia Dispensing Site

Facility Type – Dispensing Site

**31.2 – Physical Address and GPS Coordinates**

The property for the Tusculmbia Dispensing Site has an address of 1404 East Avalon Avenue, Suite WB, Tusculmbia, Alabama 35674. The dispensing site has GPS coordinates of Latitude 34.74 and Longitude -87.68.

**31.3 – Aerial Photograph of Facility with Site Boundaries**



**31.4 – Proof of Authorization to Occupy the Property**

We have executed an LOI for 1404 East Avalon Avenue, Suite WB, Tuscumbia, Alabama 35674 with the owner, Rafiullah Khan. To be mindful of page limits, we have provided the first page displaying the property and owner, and the page displaying the executing signatures.

**Tuscumbia LOI – First Page**

**LETTER OF INTENT**

December 29, 2022

**RE: Property located at: 1404 East Avalon Avenue, Suite WB, Tuscumbia, AL 35674**

Dear Mr. Khan:

This letter shall not be construed as a binding offer to lease, but merely a proposal that outlines the general terms and conditions to be discussed during further negotiations between Samson Growth, LLC, an Alabama limited liability company (“**Tenant**”), and Rafiullah Khan (“**Landlord**”) regarding the Premises, as hereinafter defined.

- Premises: Premises consisting of approximately 500 rentable square feet located at 1404 East Avalon Avenue, Suite WB, Tuscumbia, AL 35674 (“**Premises**”).
- Base Rent: \$950.00 per month
- Initial Term: One (1) year.
- Renewal Option: Tenant shall have one (1) five (5) year renewal option.
- Termination Option: In the event any of the Licenses are not issued or are revoked, Tenant shall have right, upon thirty (30) days prior written notice, to terminate and vacate the lease with no penalties.
- Commencement Date: January 1, 2023
- Use: The Premises shall be used as cannabis dispensary or any other lawful use.
- Tenant Improvements: Tenant at Tenant’s sole cost and expense may, at its option, make improvements to the Premises subject to Landlord’s approval, not to be unreasonably withheld, conditioned, or delayed and in accordance with all applicable codes.
- Legal Agreements: Upon mutual execution of this letter, Landlord or Tenant shall prepare a draft lease agreement incorporating the provisions contained herein.
- Deposit: Tenant shall not be required to provide a security deposit for the lease.
- Maintenance: Landlord shall, at its sole cost and expense, maintain in good repair and condition the roof, foundations and exterior walls (not including doors, windows and floors), and utilities to the point of entry into the building, structural portions of the parking lot, plumbing and electrical systems.  
  
Other than those portions of the Premises for which Landlord shall be responsible as set out above, Tenant shall at its sole cost and expense

Tuscumbia LOI – Signature Page

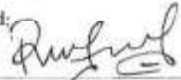
please sign below and return a copy as provided below. Upon approval of this letter, the parties agree to use their respective good faith efforts to negotiate and sign a mutually acceptable lease during the Negotiation Period.

Please indicate your acceptance of the terms of this letter by signing in the place indicated below and returning a copy to the email address and mailing address below within three (3) days of the date of this letter.

Sincerely yours,

  
Kyle Neathery  
Chief Executive Officer  
Samson Extracts, LLC  
KPN

**ACCEPTED:**

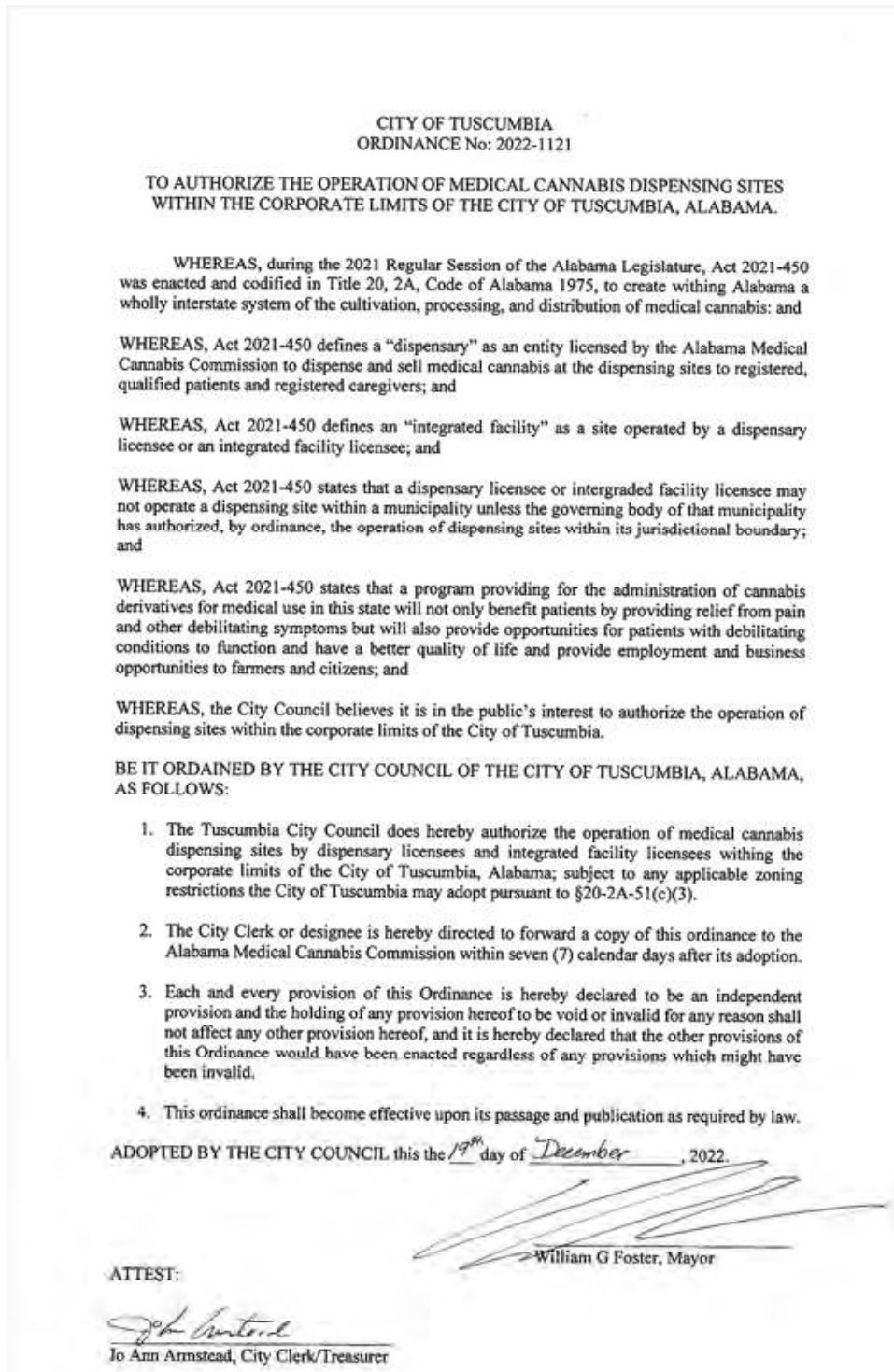
Landlord: \_\_\_\_\_  
By:  \_\_\_\_\_  
Name: Rafiullah Khan  
Title: Administrator  
Date: 12/29/22

Return To:

Samson Extracts, LLC.  
631 Travelers Rest Road  
Samson, Alabama 36477  
Attn: Kyle Neathery  
Phone: (318) 422-5167  
E-Mail: [kyle.neathery@samsonextracts.com](mailto:kyle.neathery@samsonextracts.com)

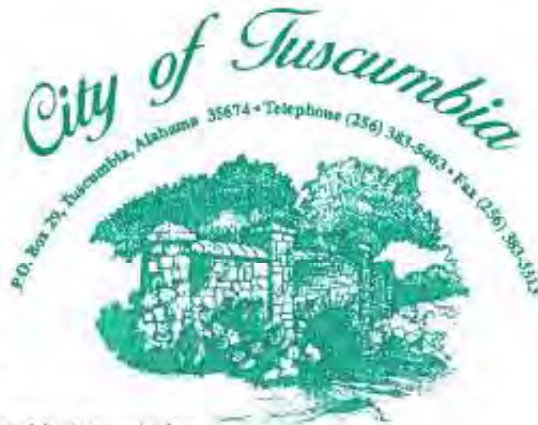
**31.5 – Proof of Local Zoning and Ordinances**

We have provided the ordinance that Tuscumbia adopted on December 19, 2022, allowing medical cannabis dispensing sites.



We have provided a letter from the City of Tuscumbia, executed by Mayor, William Foster, confirming the authorized use of this property for the dispensing of medical cannabis.

**Mayor**  
Kerry Underwood  
**City Clerk/Treasurer**  
JoAnn Armstead



**Council Members**  
Katherine Logan  
Agnes Geraldine Thompkins  
William Foster  
Jeffrey Scott Smart  
Michael Isom

December 29, 2022

Alabama Medical Cannabis Commission  
Post Office Box 309585  
Montgomery, AL 36130

RE: 1404 East Avalon Avenue, Suite WB, Tuscumbia, Alabama 35674 (the "Property")

To whom it may concern:

This letter is to confirm that the Property located at 1404 East Avalon Avenue, Tuscumbia, AL 35674 is zoned General Business District ("B-2").

On December 19, 2022, Tuscumbia City Council met and approved Ordinance No. 2022-1121 which authorizes the operation of medical cannabis dispensaries within the city limits of Tuscumbia. Although "medical cannabis dispensary" is not an explicitly permitted use under the current zoning ordinance regulations; the City is actively working to amend the ordinance to allow medical cannabis dispensaries to operate in B-2 zones.

If you have any further questions, please do not hesitate to contact me.

Sincerely,

William Foster  
Mayor, City of Tuscumbia  
mayorfoster@cityoftuscumbia.org

We have provided a letter of support from the City of Tuscumbia Mayor, William Foster.

**Mayor**  
Kerry Underwood  
**City Clerk/Treasurer**  
JoAnn Armstead



**Council Members**  
Katherine Logan  
Agnes Geraldine Thompkins  
William Foster  
Jeffrey Scott Smart  
Michael Isom

December 29, 2022

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

Re: *Recommendation for Samson Growth, LLC (d/b/a Wiregrass Brands)*

Dear Alabama Medical Cannabis Commission,

I am writing to express my support for Samson Growth LLC's application for an integrated medical cannabis facility license. As the Mayor of Tuscumbia, I have met with Samson Growth executives multiple times and have been impressed with the company's plans for our community.

Samson's Growth's team met with city officials early in the process to discuss their approach to operating a dispensary in Tuscumbia. Weeks later, we invited the team to present at a public hearing regarding medical cannabis. They drove across the state from Samson to Tuscumbia to participate in the public hearing, where they clearly articulated the health benefits of medical cannabis. Samson Growth has assembled a top-notch team of experienced operators in the medical cannabis industry, and it is clear to me that they intend to run a clean and safe dispensary in Tuscumbia.

Additionally, Samson Growth's founder, Bill Carr, has an outstanding reputation in the state. Mr. Carr and his partners have grown Carr, Riggs, and Ingram accounting firm from a small firm in Enterprise, AL to a top 15 firm in the nation. This type of growth only happens through leadership, wisdom, and integrity. I also appreciate the fact that Samson Growth is 100% owned by Mr. Carr. There are no partners from outside of the State of Alabama. I know Mr. Carr will operate his Tuscumbia dispensary the with the same integrity and community-focus that he has operated his accounting firm.

For these reasons, I fully endorse and support Samson Growth's application for a permit to operate as an integrated facility licensee.

Sincerely,

William Foster  
Mayor, City of Tuscumbia

*The Friendly City — Birthplace of Helen Keller*  
116 East Sixth Street

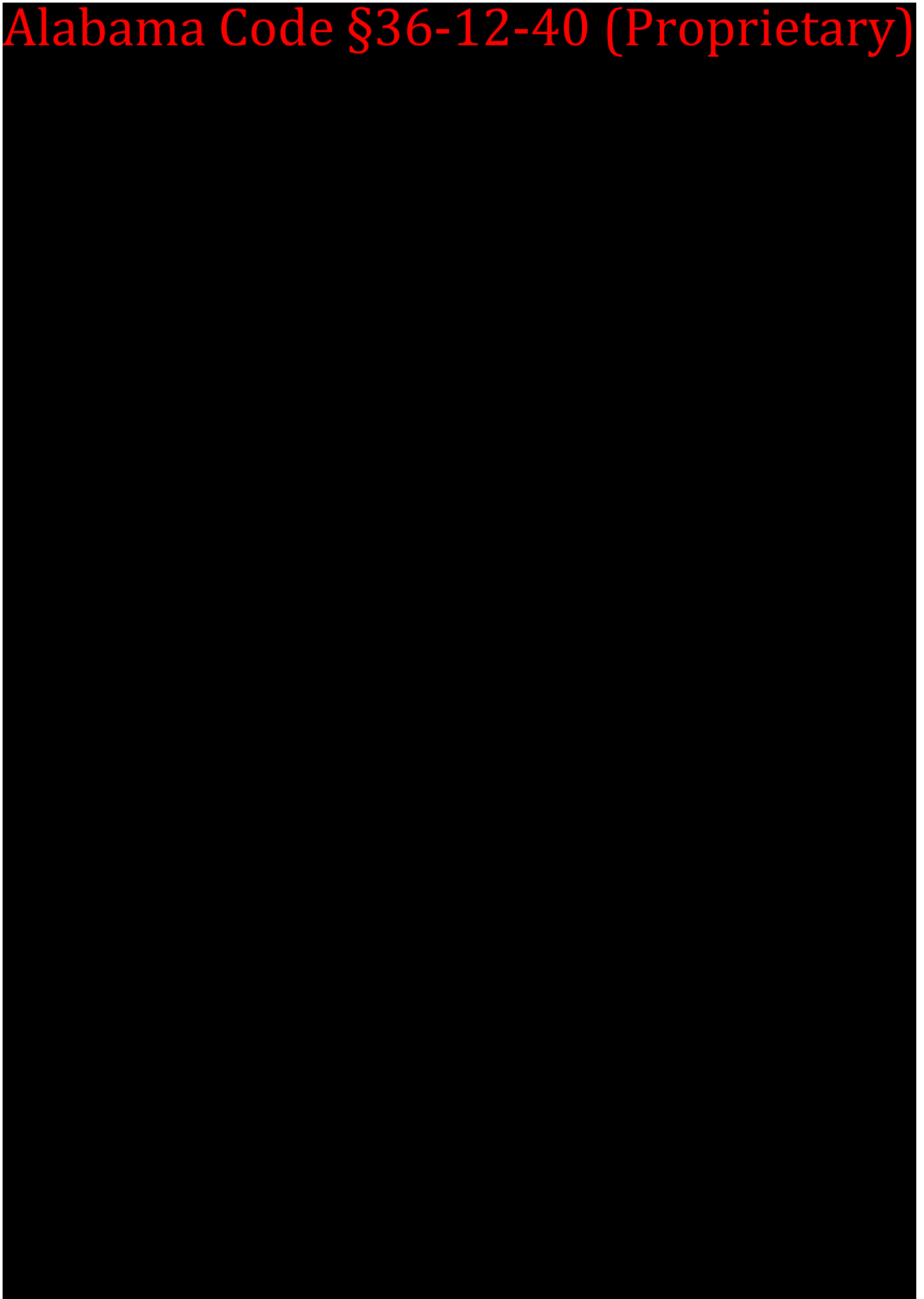


**31.6 – Professional Blueprints and Security Drawings**

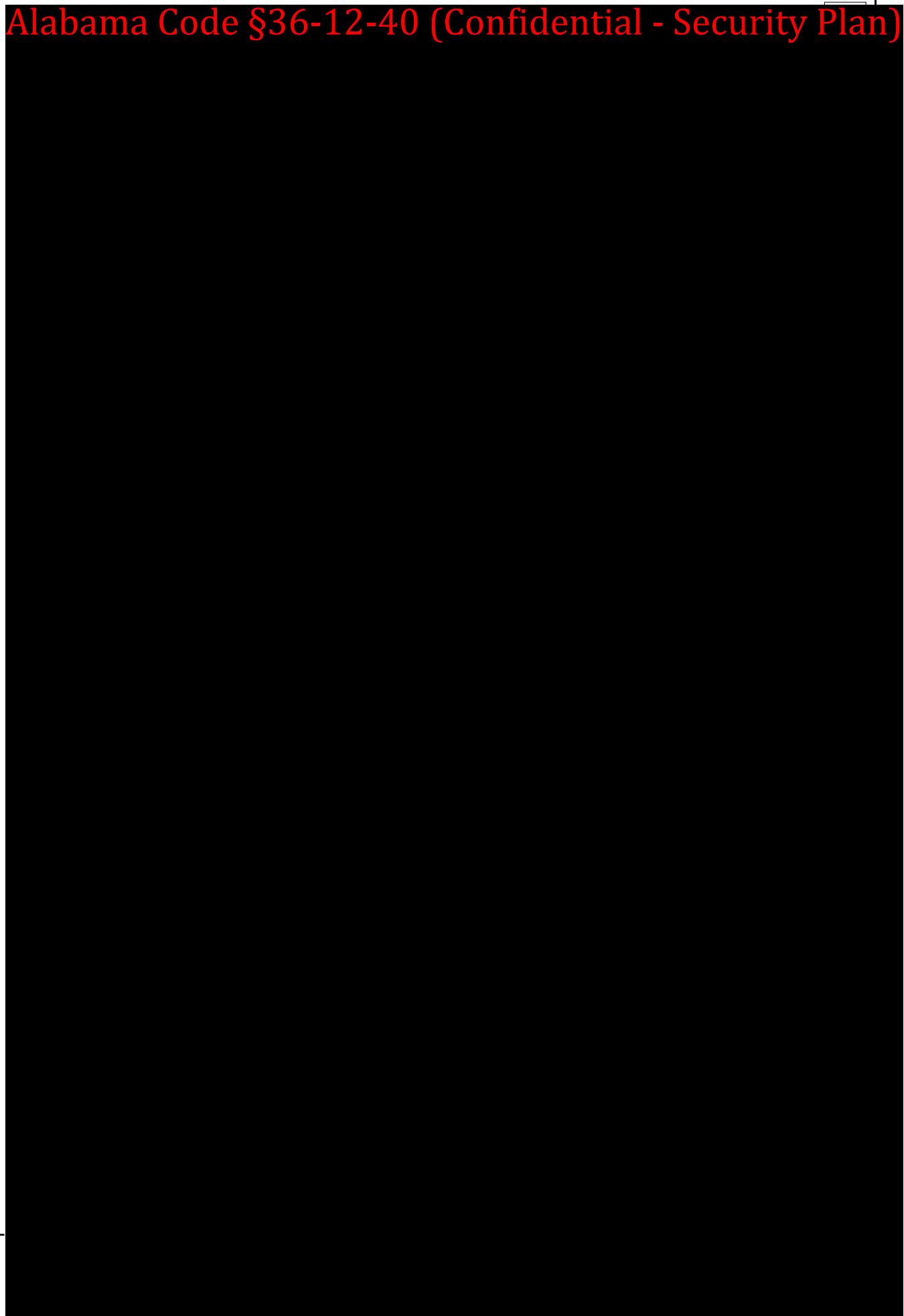
We have provided the plans and drawings for the following items:

- Tuscumbia Dispensing Site Professional Blueprints (Page 63)
- Tuscumbia Dispensing Site Security Drawings (Page 64)

# Alabama Code §36-12-40 (Proprietary)



# Alabama Code §36-12-40 (Confidential - Security Plan)



FILED 2025 JUN 11 10 41 AM IN THE OFFICE OF THE CLERK OF THE SUPREME COURT OF ALABAMA. BY: [Signature]

**31.7 – Timetable for Completion and Commencement of Operations**

We expect that the construction of the Tuscumbia Dispensing Site, including compliance with all facility requirements under the Act and the AMCC rules, with completion expected 90 days after award of license.

We expect that it will be able to commence operations at the Tuscumbia Dispensing Site immediately upon facility approval by the AMCC.

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We initially anticipate the hours of operation for the facility to be as follows:

Monday – Friday – 10:00 a.m. – 6:00 p.m. CT

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We anticipate that the Tuscumbia Dispensing Site will be occupied by our employees and security guards one hour before and one hour after the operational hours stated in 31.8.

After Hours Management Contact:

Kyle Neathery, CEO

Alabama Code §36-12-40 (Confidential - PII)

[Redacted]

[Redacted]

**Exhibit 32 - Engineering Plans and Specifications (Cultivation Facilities)**

**Verification**

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

William H Carr  
Printed Name of Verifying Individual

Founding member/owner  
Title of Verifying Individual

  
Signature of Verifying Individual

12/29/22  
Verification Date

**Engineering Plans and Specifications (Cultivation Facilities)**

We have engaged with several Engineering and Architecture Design firms in development of our planned Integrated Facility in Samson Alabama. For the design of our Cultivation areas specifically, we worked with Atlas Greenhouse, to develop detailed plans, elevation drawings of the primary cultivation areas along with cross sections showing the construction details and dimensions of the Greenhouses. We intend to operate as an Integrated Facility; therefore, our facility will encompass significantly more square footage than just the cultivation area including cannabis processing, packaging, and secure transport of medical cannabis products. To create our comprehensive Integrated Facility Engineering Plans, we have also engaged with DAG Facilities, a well renowned engineering and architecture firm to meticulously develop according to specifications and in conjunction with Atlas Greenhouse's Greenhouse design, a premier cultivation, processing, and secure transport facility.

Our engineering plans have been provided to our security partner DSI and they have utilized them to overlay the security aspects of the construction plan, including the location of access control smart card readers, interior and exterior security cameras and their field of view. All ingress and egress doors to secured areas or exiting the facility will be equipped with access control door contacts and the plans reflect the preventative and detective controls present. Additionally, the security overlay of the engineering plans reflects the location of the alarm control panels, intercoms, as well as audio recording devices, and Network devices to support IT security and monitoring.

We expect that DAG will be our primary engineering partner for the design, pre-construction, and construction of our Integrated Facility in Samson, Alabama and have split up the lifespan of the facility construction into three phases. The phases are (1) initial launch plan, (2) pre-construction & design management services, and (3) construction services of the facility. At the time of this application submittal, we have concluded Phase 1 – Initial Launch Plan.

**Phase 1 Launch Plan Scope:**

**Preliminary Conceptual Design Plans**

- Site Plan
- Space Plan / Schematic Design
- Site Operation Allocations
- Operational Efficiency Recommendations
- Equipment Layout and Equipment Photo Examples
- Canopy Plan for cultivation

**Preliminary Budgeting**

- Cultivation and Equipment Cost
- Soft Costs (MEP / Structural / Civil Engineering, Architecture)
- Hard Cost (Construction & Building Material Costs)
- Yield Projections

In addition to the DAG Launch Plan Designs, included in this exhibit you will find the Atlas Greenhouse Cultivation specific design drawings and DSI Security Overlay.

**DAG Engineering Plans**

1. Launch plan Title Page and Index
2. Site Plan
3. Space Plan- Overall Design
4. Site Allocations - Operational Space Allocations
5. Site Allocations - Construction Space Allocations
6. Equipment Layouts - Preliminary Design
7. Canopy Plan - Cultivation Canopy



# SAMSON GROWTH LLC dba WIREGRASS BRANDS

## DAG LAUNCH PLAN

DRAWING	SHEET NAME	DESCRIPTION
LP.00	INDEX	
LP.01	SITE PLAN	OVERALL DESIGN
LP.02	SPACE PLAN	OPERATIONAL SPACE ALLOCATIONS
LP.03.1	SITE ALLOCATIONS	CONSTRUCTION SPACE ALLOCATIONS
LP.03.2	SITE ALLOCATIONS	PRELIMINARY DESIGN
LP.04	EQUIPMENT LAYOUTS	CULTIVATION / CANOPY
LP.05	CANOPY PLAN	



SAMSON GROWTH  
Samson, AL  
CORP. 32.109583 -86.070942



LAUNCH PLAN	
The following documents are required for final build out.	
ISSUED FOR APPROVAL	JL 12/28
ISSUED FOR APPROVAL	JL 12/28
ISSUED FOR APPROVAL	JL 12/22
REV	DESCRIPTION
BY	DATE



**PROJECT:**  
DAG Facilities  
800 South Douglas Road, Suite 790  
Coral Gables, FL 33134  
Office: 305.864.1270  
DAGfacilities.com

INDEX	
DATE	12/12/2022
BY	JL
SCALE	N/A
PROJECT NO.	22119
DRAWING NO.	LP.00
<b>B</b>	



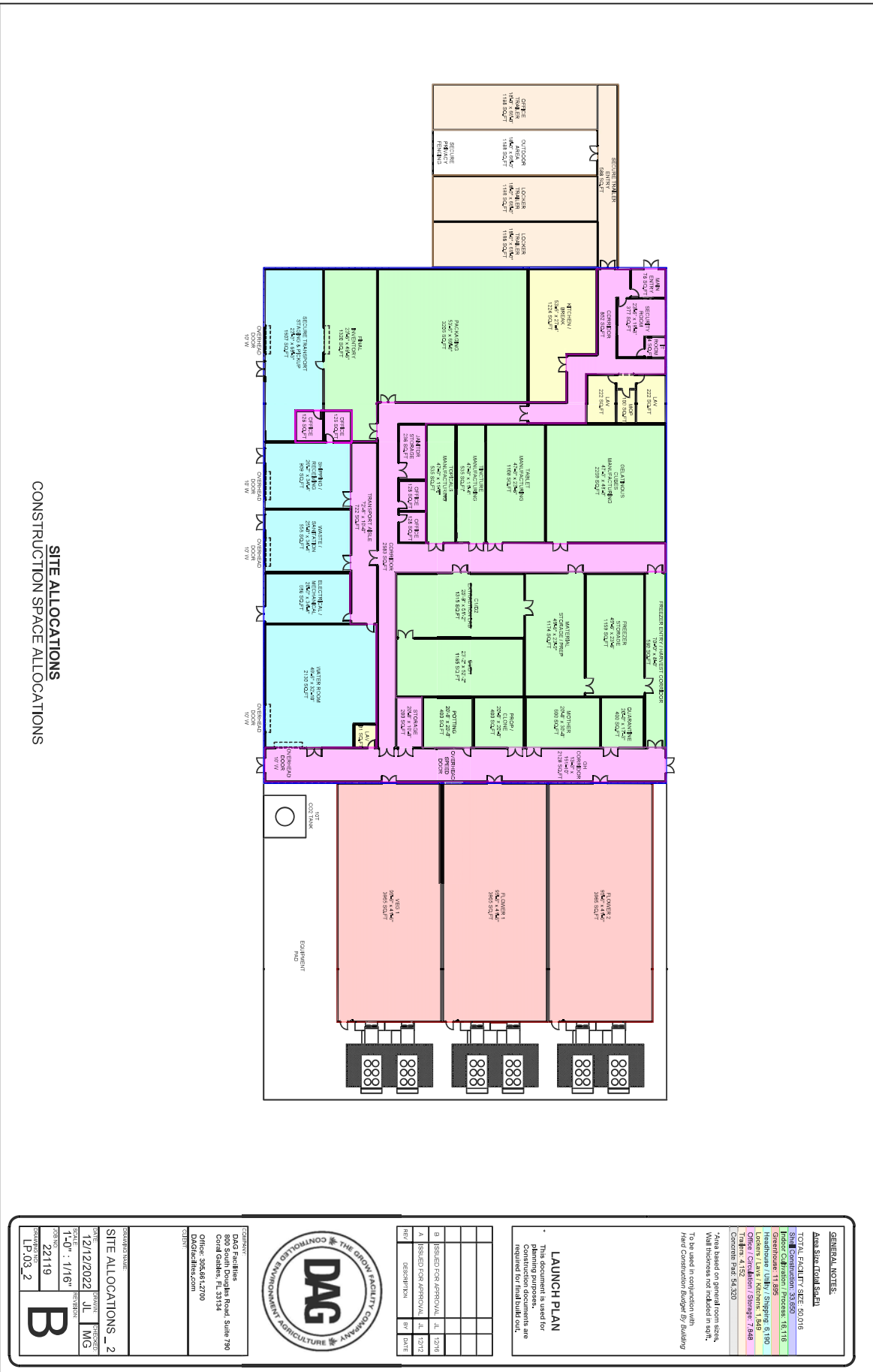
**SAMSON GROWTH**  
**SAMSON, AL**  
 CORD. 32.109583, -86.070942

1  
 NORTH

<p><b>GENERAL NOTES:</b></p> <ul style="list-style-type: none"> <li>General Location shown for proposal</li> </ul>													
<p><b>LAUNCH PLAN</b></p> <p>The information shown here is for planning purposes. Construction documents are required for final build out.</p>													
<table border="1"> <tr> <th>REV</th> <th>DESCRIPTION</th> <th>BY</th> <th>DATE</th> </tr> <tr> <td>A</td> <td>ISSUED FOR APPROVAL</td> <td>JLC</td> <td>12/22</td> </tr> <tr> <td>B</td> <td>ISSUED FOR APPROVAL</td> <td>JLC</td> <td>12/28</td> </tr> </table>	REV	DESCRIPTION	BY	DATE	A	ISSUED FOR APPROVAL	JLC	12/22	B	ISSUED FOR APPROVAL	JLC	12/28	<p><b>PROPOSER:</b>                  DAG Facilities                  800 South Douglas Road, Suite 790                  Corda Oakley, FL 33134                  Office: 305.661.2700                  DAGfacilities.com</p>
REV	DESCRIPTION	BY	DATE										
A	ISSUED FOR APPROVAL	JLC	12/22										
B	ISSUED FOR APPROVAL	JLC	12/28										
<p><b>CONTRACTOR:</b>                  SITE PLAN</p> <p>DATE: 12/21/2022                  SCALE: NTS                  DRAWN BY: M/G                  CHECKED BY: B</p>													
<p><b>PROJECT:</b>                  L1-101</p>													







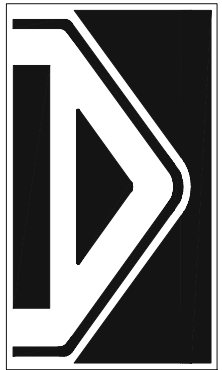




**Atlas Greenhouse Detailed Engineering Plans (Cultivation Specific)**

1. Title Sheet
2. General Notes & Design Basis
3. Floor Plan & Equipment Layout
4. Endwall Elevations
5. Sidewall Elevations





**ATLAS**  
**GREENHOUSE**

# Samson Extracts

Geneva, AL 36340

## Grand Peak Series Greenhouse

**DRAWING INDEX**

TITLE SHEET	
T1	GENERAL NOTES & DESIGN BASIS
G1	FLOOR PLAN & EQUIPMENT LAYOUT
F1	ENDWALL ELEVATIONS
E1	SIDEWALL ELEVATIONS
S1	



**PROJECT**  
**GRAND PEAK SERIES**  
**GREENHOUSE**

**PRODUCT ADDRESS**  
Geneva, AL  
36340

**CLIENT/OWNER**  
**Samson Extracts**

**CLIENT/OWNER ADDRESS**  
Geneva, AL  
36340

**CONSULTING ENGINEER**  
GREGORY S. BARFIELD PE  
2148 BELLE PAVENS ROAD  
OFFICE: (205) 237-4459

ENGINEER'S SEAL



5-13-22

**PROJECT NUMBER**  
F-20-07241

**SHEET TITLE**  
**TITLE SHEET**

**DATE**  
04/27/22  
**DESIGNER**  
EN  
**SHEET NUMBER**  
**T1**

# GENERAL NOTES

ATLAS MANUFACTURING, INC. DISCLAIMS ALL RESPONSIBILITY FOR ANY DAMAGE CAUSED BY THE GREENHOUSE OR EQUIPMENT. IT IS THE CUSTOMER'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS.

ATLAS MANUFACTURING, INC. CANNOT AND WILL NOT BE HELD RESPONSIBLE FOR PRODUCT FAILURE WHERE EXCESSIVE WEATHER CONDITIONS SUCH AS SNOW, WIND, FIRE, OR HAIL HAVE OCCURRED AND SUCH OCCURRENCES HAVE EXCEEDED THE DESIGN LOADS STATED IN ENGINEERING SPECIFICATIONS.

FURTHERMORE, ATLAS MANUFACTURING, INC. CANNOT AND WILL NOT BE HELD RESPONSIBLE FOR PRODUCT FAILURE DUE TO IMPROPER INSTALLATION OR FAILURE TO FOLLOW THE MANUFACTURER'S RECOMMENDATIONS AND INSTRUCTIONS.

IT IS THE CUSTOMER'S RESPONSIBILITY TO UNDERSTAND PROPER INSTALLATION AND MAINTENANCE AS DESCRIBED IN THIS MANUAL IS VITAL IN ACHIEVING SNOW AND WIND LOAD RATINGS. ATLAS DISCLAIMS ALL RESPONSIBILITIES OF ANY INJURY OR DAMAGE CAUSED BY THE GREENHOUSES OR EQUIPMENT.

**DESIGN BASIS**

**BUILDING CODE:** IBC-2015  
**GRAVITY LOAD:** WEIGHT OF MATERIALS  
**ROOF LIVE LOAD:** 12 PSF  
**COLLATERAL LOAD:** 0 LBS.

**WIND LOADS:**

**SNOW LOAD:** 15 PSF GROUND SNOW  
 IMPORTANCE FACTOR = 1.0  
 CE = 1.0, CT = 0.85

**!! IMPORTANT !!**

Footings and/or foundations shown in the drawings are intended as a guideline only and may not be correctly sized for your building. Soil types and densities vary from location to location even within your county. Larger footings may be required based on your specific soil conditions and other factors including the spacing of your posts (4', 5' or 6' etc. on center), wind load, and snow load. Atlas Manufacturing, Inc. can provide, upon your request, the building "Reactions" (Engineering Calculations) to assist you in determining your actual foundation requirements. It is the responsibility of the customer to install this structure on an adequate foundation designed to meet the local building codes. This information can be obtained from your local code enforcement department.

**FOUNDATION CONSTRUCTION**

THE FOUNDATION DRAWINGS ARE EXAMPLES ONLY. THESE DRAWINGS DO NOT TAKE INTO ACCOUNT VARIOUS SOIL TYPES AND LOCAL CODES. YOU MUST HAVE AN ENGINEER DESIGN A PROPER FOUNDATION FOR YOUR SOIL TYPE.

DETAILS ARE TYPICAL, UNLESS SPECIFIED BY OTHERS, AND MAY NOT BE SUITED FOR YOUR LOCATION BASED ON WIND LOADS, SNOW LOADS, SEISMIC LOADS AND LOCAL CODE REQUIREMENTS. THE FOUNDATION DESIGN TO MEET THE REQUIREMENTS IN YOUR LOCATION IS THE SOLE RESPONSIBILITY OF THE CUSTOMER.

**STUB UPS**

1. WATER AND ELECTRICAL STUB UPS ARE TO BE LOCATED ON THE INSIDE OF THE GREENHOUSE.
2. ELECTRICAL STUB UP - BASED ON 2" DIA. - IS TYPICALLY PLACED 8" ON CENTER FROM THE OUTER MOST EDGE OF THE FOUNDATION AND IF APPLICABLE, LOCATED BEHIND AN END WALL STUD. ELEVATION & FOUNDATION SHEETS WILL INDICATE NECESSARY DETAILS.
3. WATER STUB UP - 1" DIA. TYPICAL - GALVANIZED AND IS ABOVE FINISHED FLOOR A MINIMUM OF 8".
4. ANY PLUMBING BEYOND WATER STUB UP IS ABOVE FINISHED FLOOR USING (3/4" DIA.) PVC PIPING.
5. ALL GAS & GAS LINES WILL BE PROVIDED BY OTHERS AFTER THE CONSTRUCTION OF THE GREENHOUSE IS COMPLETED.
6. GAS STUB UP WILL BE LOCATED OUTSIDE THE GREENHOUSE AND DEPENDING ON THE HEATER LOCATION, ENTER THROUGH THE SIDE WALL OR THE END WALL AND ABOVE FINISHED FLOOR OF THE GREENHOUSE.

NOT ALL ABBREVIATIONS WILL APPLY TO THIS PROJECT

ABBREVIATIONS	DIAMETER	HORIZONTAL	SECT - SECTION
AB - ANCHOR BOLT	DIA/Ø	HORIZ - HORIZONTAL	SECT - SECTION
ABF - ABOVE FINISHED FLOOR	DIAG - DIAGONAL	IBC - INTERNATIONAL BUILDING CODE	SF - SQUARE FEET
ALUM - ALUMINUM	DIW - DIMENSION	ID - INSIDE DIAMETER	SIP - SLOPE
ANCH - ANCHOR	DWG - DRAWING	IN - INCHES	SOG - SLOPE ON GRADE
APPROX - APPROXIMATE	EL - ELEVATION	INFO - INFORMATION	SQA - SPACED SPACING SPACES
BOS - BOTTOM OF STEEL	ELEC - ELECTRICAL	INT - INTENTION	SQ - SQUARE
BTM - BOTTOM	EQ - EQUAL	LTC - INSIDE TO CENTER	STD - STANDARD
BTM - BOTTOM	EQPT - EQUIPMENT	NO. - NUMBER	SYS - SYSTEM
BTM - BOTTOM	EXIST - EXISTING	NON - NON	TCC - TOP OF CONCRETE
CL - CENTER	EXT - EXTENSION	MOD - MODULAR	TOP - TOP OF PLATE
CL - CENTER LINE	FDN - FOUNDATION	ON - ON	TOSL - TOP OF STEEL
CL - CLEARANCE, CLEAR	FE - FINISHED FLOOR	OD - OUTSIDE DIAMETER	TOSL - TOP OF SLAB
COL - COLUMN	GA - GAUGE	OPNG - OPENING	TYP - TYPICAL
CONC - CONCRETE	GAL V - GALVANIZED	OTC - OUTSIDE TO CENTER	UNO - UNLESS NOTED OTHERWISE
CONT - CONTINUOUS	GR - GRADE	PL - PLATE	VERT - VERTICAL
CTRD - CENTERED	GRD - GROUND	PREFAB - PREFABRICATED	W/ - WITH
DEG/° - DEGREES	HDR - HEADER	PRELIM - PRELIMINARY	W/O - WITHOUT
DET - DETAIL	HGT - HEIGHT	SCHED - SCHEDULE	



**PROJECT:**  
**GRAND PEAK SERIES GREENHOUSE**

**PRODUCT ADDRESS:**  
 Grand Peak  
 2148 Hill Park Road  
 Office: (202) 271-4299

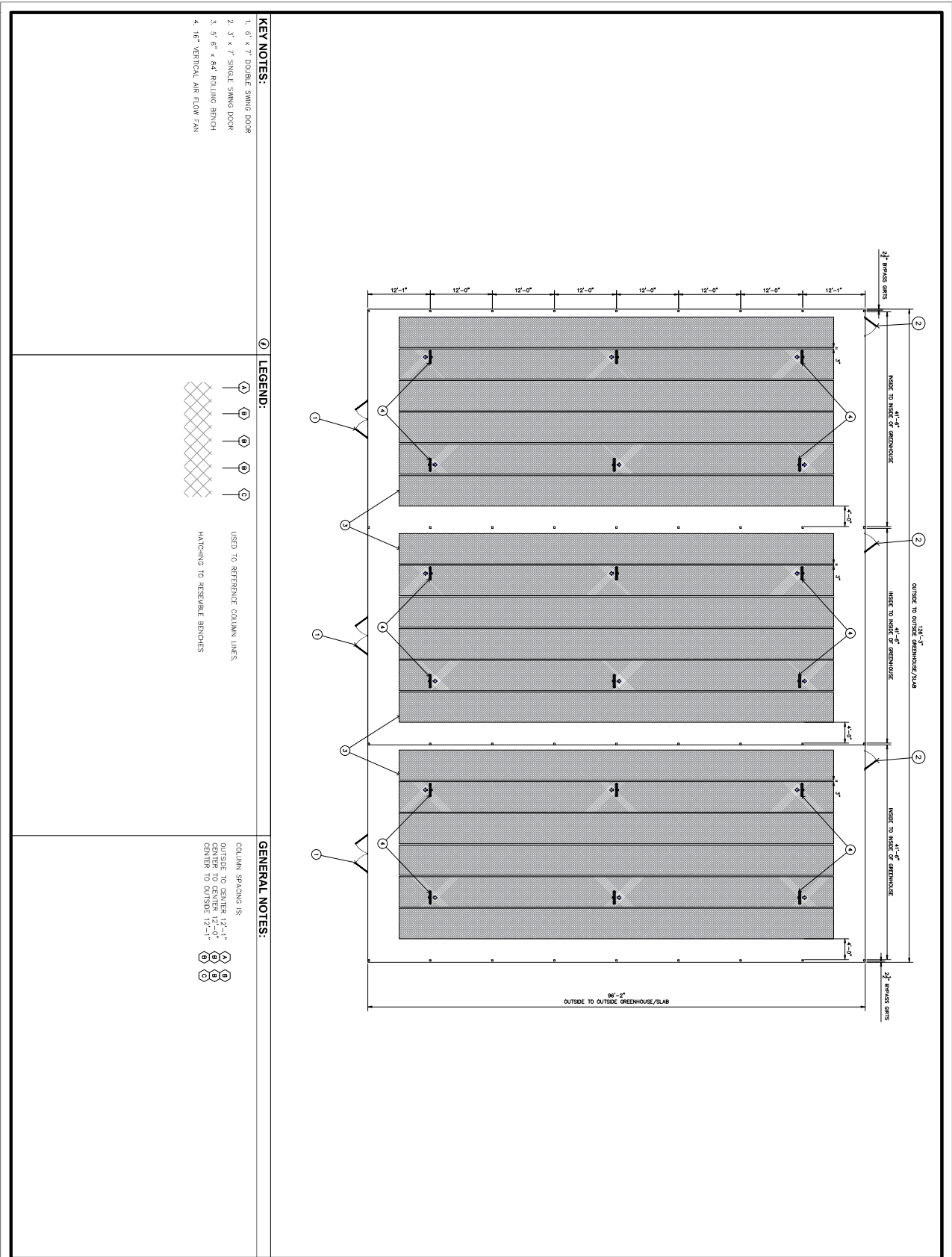
**CUSTOMER:**  
**Samson Extracts**

**ENGINEER ADDRESS:**  
 Gregory S. Barberfield PE  
 2148 Hill Park Road  
 Office: (202) 271-4299



**G1**

**SHEET NUMBER:** 427/22



**KEY NOTES:**

- 6' x 7' DOUBLE SWING DOOR
- 3' x 7' SINGLE SWING DOOR
- 5' 6" x 84" ROLLING BENCH
- 16" VERTICAL AIR FLOW FAN

**LEGEND:**

	USED TO REFERENCE COLUMN LINES.
	HATCHING TO RESEMBLE BENCHES

**GENERAL NOTES:**

COLUMN SPACING IS:  
 OUTSIDE TO CENTER 12'-1"  
 CENTER TO CENTER 12'-1"  
 CENTER TO OUTSIDE 12'-1"

**PROJECT:**  
**GRAND PEAK SERIES GREENHOUSE**

**CLIENT:**  
**Samson Extracts**

**PROJECT ADDRESS:**  
 Greenville, AL 36040

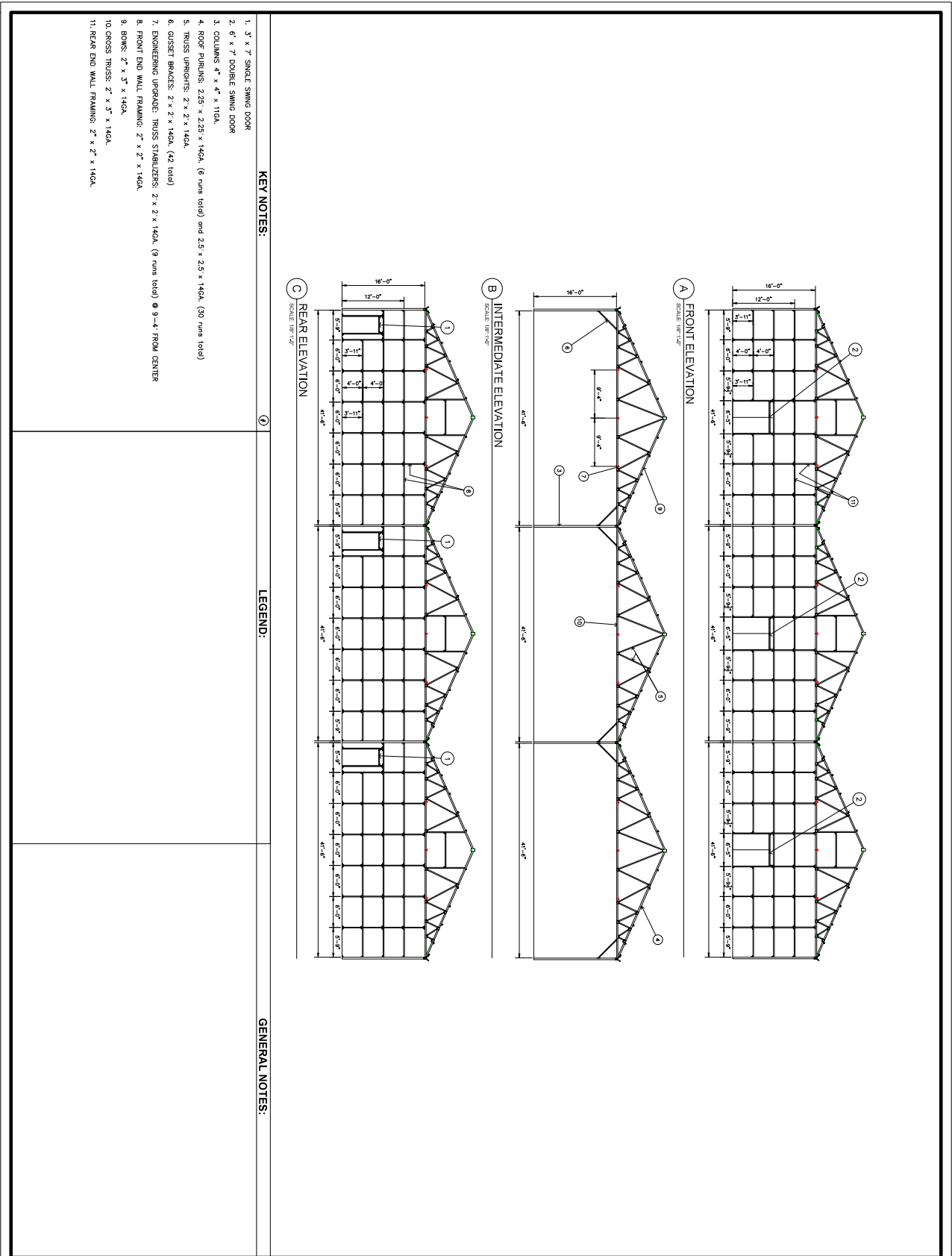
**CLIENT ADDRESS:**  
 2148 HELL PLAINS ROAD  
 OFFICE: (205) 237-4289

**CONSULT THIS OFFICE:**  
 GREGORY S. BARTFIELD PE  
 2148 HELL PLAINS ROAD  
 OFFICE: (205) 237-4289

**PROJECT NUMBER:** F1

**DATE:** 4/27/22

**ENGINEER:** [Signature]



- KEY NOTES:**
1. 3" x 7" SINGLE SWING DOOR
  2. 6" x 7" DOUBLE SWING DOOR
  3. COLUMNS 4" x 4" x 11GA.
  4. ROOF PURLINS: 2.25" x 2.25" x 14GA. (6 runs total) and 2.5" x 2.5" x 14GA. (30 runs total)
  5. TRUSS UPRIGHTS: 2" x 2" x 14GA. (42 total)
  6. GUSSET BRACES: 2" x 2" x 14GA. (42 total)
  7. ENGINEERING UPRAGE: TRUSS STABILIZERS: 2" x 2" x 14GA. (9 runs total) ⑨ 9--4 FROM CENTER
  8. FRONT END WALL FRAMING: 2" x 2" x 14GA.
  9. BOWS: 2" x 3" x 14GA.
  10. CROSS TRUSS: 2" x 3" x 14GA.
  11. REAR END WALL FRAMING: 2" x 2" x 14GA.

**KEY NOTES:**

**LEGEND:**

**GENERAL NOTES:**

**ATLAS GREENHOUSE**  
 2148 BELLE PLAINS ROAD  
 GADSDEN, AL 36040  
 PHONE: (205) 533-4600  
 FAX: (205) 533-4600  
 WWW.ATLASGREENHOUSE.COM

The Division is the property of Atlas Manufacturing, Inc. Manufactured in the USA. Please recycle when space from Atlas Manufacturing, Inc.

**PROJECT:**  
 GRAND PEAK SERIES GREENHOUSE

**PRODUCT ADDRESS:**  
 GADSDEN, AL 36040

**CLIENT:**  
 Samson Extracts

**CLIENTS ADDRESS:**  
 30000

**CONSULTING ENGINEER:**  
 GREGORY S. BARFIELD PE  
 2148 BELLE PLAINS ROAD  
 OFFICE: (205) 533-4600

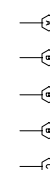
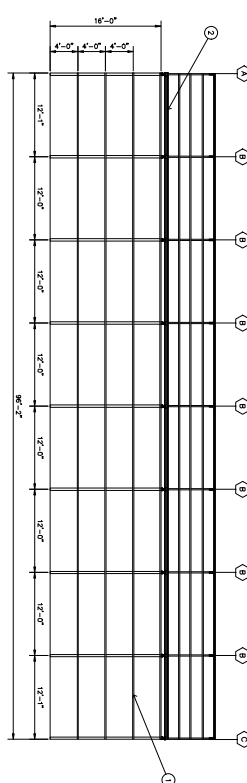
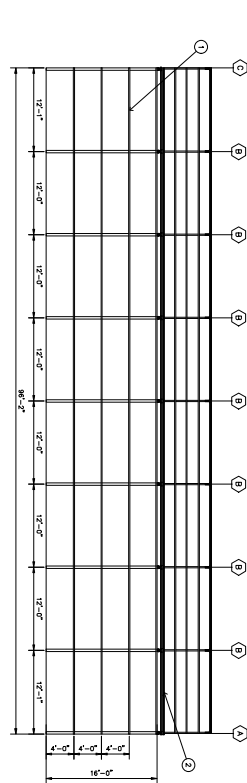
**ENGINEER'S SEAL:**



**SHEET TITLE:**  
 ENDWALL ELEVATIONS

**DATE:**  
 4/27/22

**E1**


<p><b>KEY NOTES:</b></p> <p>1. SIDEWALL GRTS: 24" x 24" x 14GA. 2. GUTTER</p>	<p><b>LEGEND:</b></p> <p style="text-align: center;">COLUMN LINES</p> <p style="text-align: center;">  </p>	<p><b>GENERAL NOTES:</b></p>
<p><b>SIDE ELEVATION</b> SCALE: 1/8"=1'-0"</p> 		
<p><b>SIDE ELEVATION</b> SCALE: 1/8"=1'-0"</p> 		

**PROJECT:**  
GRAND PEAK SERIES  
GREENHOUSE

**CLIENT:**  
Samson Extracts

**DESIGNER:**  
Gregory S. Bartlett PE  
2148 BELLE PLAINS ROAD  
OFFICE: (209) 237-4289

**DATE:**  
5-13-22



5-13-22

**PROJECT:**  
GRAND PEAK SERIES  
GREENHOUSE

**CLIENT:**  
Samson Extracts

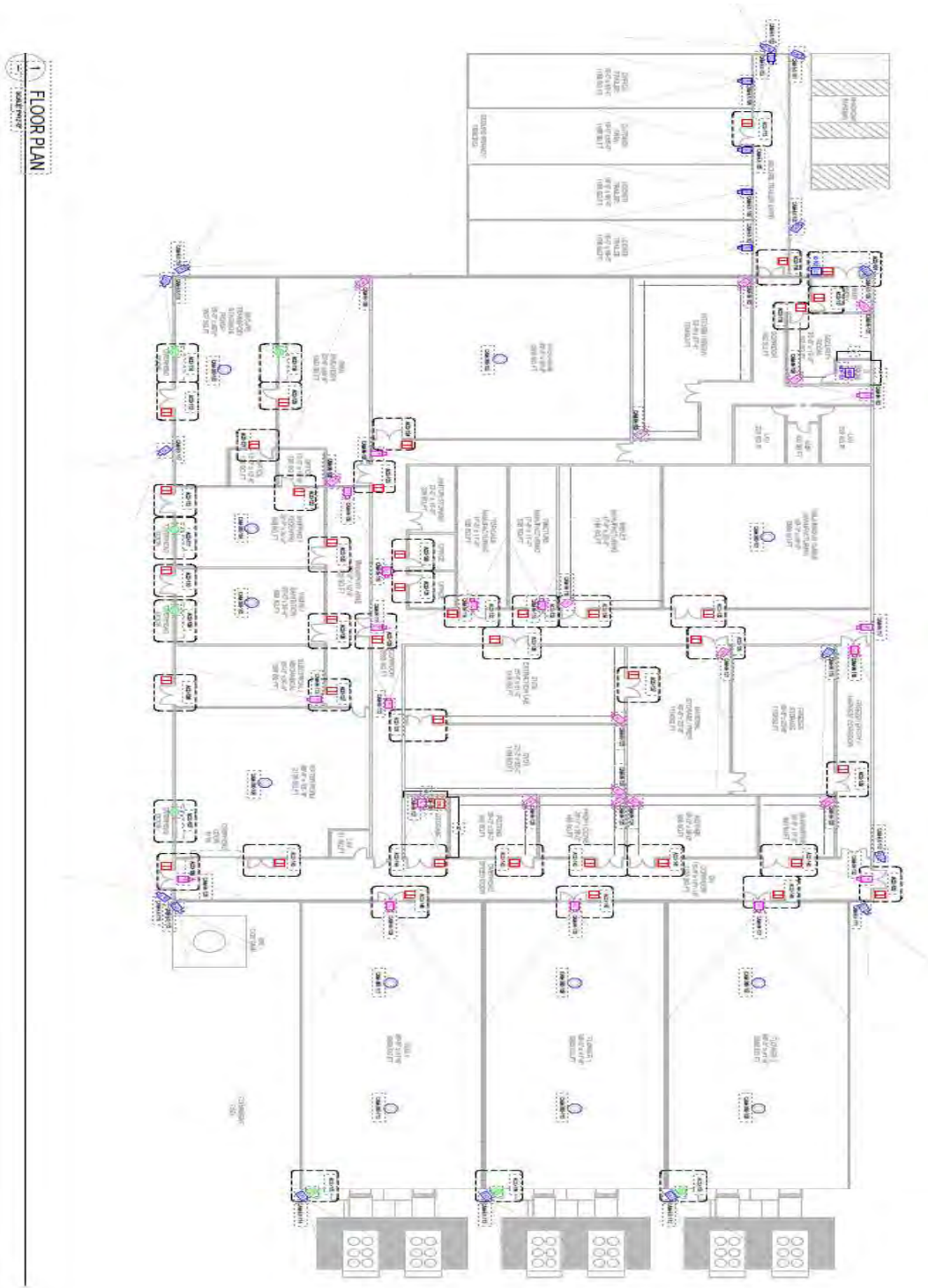
**DESIGNER:**  
Gregory S. Bartlett PE  
2148 BELLE PLAINS ROAD  
OFFICE: (209) 237-4289

**DATE:**  
4/27/22








S1

**DSI Comprehensive Security Plan**

1. Security Overlay
2. Device Legend
3. Abbreviation Guide



## DSI Device Legend

DEVICE LEGEND		
SYMBOL	DEVICE NAME	GENERAL INSTALLATION NOTES
	IN1 TYPE CAMERA INTERIOR FIXED CAMERA	<p>CAMERA TYPE IN1 SURVEILLANCE SYSTEM "INTERIOR CAMERA" THAT SHALL BE MOUNTED TO SINGLE GANG MUD RING ON 4X4 METAL BOX IN CEILING UNLESS OTHERWISE NOTED. FIELD LOCATE POSITION PLACE BOX 3" FROM EACH ADJACENT WALL. EACH SURVEILLANCE CAMERA SHALL HAVE 1 "VIOLET CAT6" CABLE RAN FROM THE CAMERA BACK TO THE CLOSEST DISTRIBUTION FRAME WITH A SERVICE LOOP OF AT LEAST 3' AT EACH END OF CABLE. DURING TRIM-OUT USE THE PROVIDED WATERPROOF CONNECTOR AND CONFIRM THE PRESENCE OF THE PROVIDED SILICA PACKET IF A PACKET IS NOT PROVIDED, PROVIDE ONE PACKET PER CAMERA HOUSING. IN ADDITION PROVIDE ONE "DSI" CAMERA STICKER PER CAMERA.</p> <p>NOTE: FIELD CONDITIONS MAY REQUIRE A DIFFERENT MOUNTING PROCEDURE</p>
	EX1 TYPE CAMERA EXTERIOR FIXED CAMERA	<p>CAMERA TYPE EX1 SURVEILLANCE SYSTEM "EXTERIOR CAMERA" THAT SHALL BE MOUNTED TO PENDANT CAP "PC155" WHICH SHALL BE ATTACHED TO THE "WML" WALL MOUNT ARM, THIS ARM SHALL BE MOUNTED TO A HORIZONTALLY MOUNTED DEEP WELL SINGLE GANG METAL BOX. BOX TO BE MOUNTED 12" AFF TO TOP OF BOX UNLESS OTHERWISE NOTED. EACH SURVEILLANCE CAMERA SHALL HAVE 1 "VIOLET CAT6" CABLE RAN FROM CAMERA BACK TO THE CLOSEST DISTRIBUTION FRAME WITH A SERVICE LOOP OF AT LEAST 3' AT EACH END OF THE CABLE. DURING TRIM-OUT USE THE PROVIDED WATERPROOF CONNECTOR AND CONFIRM THE PRESENCE OF THE PROVIDED SILICA PACKET IF A PACKET IS NOT PROVIDED, PROVIDE ONE PACKET PER CAMERA HOUSING. IN ADDITION PROVIDE ONE "DSI" CAMERA STICKER PER CAMERA.</p> <p>NOTE: SEE DOOR SCHEDULE FOR MORE DETAILS</p>
	CARD READER ACCESS CONTROL ENTRY	<p>ACCESS CONTROL SMART CARD READER CARD READER IS TO BE CONNECTED TO THE ACCESS DOOR CONTROLLER WITH THE "WHITE CAT5 CABLE" INSIDE OF THE "YELLOW JACKET ACS PROFUSION CABLE" THE ACS CABLE SHALL BE HOME RUN TO THE DOOR CONTROLLER UNLESS OTHERWISE NOTED. CARD READER SHALL BE FIELD POSITIONED BUT MOUNTED NO HIGHER THAN 48" AFF TO THE TOP OF THE READER FOR ADA COMPLIANCE.</p>
	KEYPAD INTRUSION DETECTION	<p>INTRUSION DETECTION KEYPAD KEYPAD CABLE IS TO BE "GREEN 22/4 STR CABLE" AND HOMERUN BACK TO THE SECURITY CONTROL PANEL. KEYPAD IS TO BE WALL MOUNTED TO A SINGLE GANG NAIL ON BOX WHICH IS TO BE FIELD POSITIONED BUT SHALL MOUNTED NO HIGHER THAN 48" AFF TO THE TOP OF THE KEYPAD FOR ADA COMPLIANCE. DURING TRIM-OUT THE KEYPAD SHALL BE FIELD POSITIONED BUT IS REQUIRED TO COVER THE NAIL ON BOX.</p> <p>NOTE: FIELD CONDITIONS MAY REQUIRE A DIFFERENT MOUNTING PROCEDURE BUT HEIGHT MUST NOT CHANGE.</p>
	NETWORK IDF INTERMEDIATE DISTRIBUTION FRAME	<p>IDF NETWORK INTERMEDIATE DISTRIBUTION FRAME (SECONDARY HEADEND) ALL IDFS TO BE CONNECTED TO THE MDF VIA BLUE CAT6 CABLE. CAT6 CABLES RAN TO IDF SHALL BE CONNECTED VIA COLOR CODED PUNCH DOWN JACKS INSERTED INTO THE PATCH PANELS WITHIN THE RACK AT THE IDF LOCATION. PATCH PANELS SHALL HAVE COLOR CODED JUMPERS CONNECTING PATCH PANELS TO NETWORK SWITCHES.</p> <p>GC TO PROVIDE 1 QUAD RECEPTACLE AT EACH IDF LOCATION AT 67" AFF TO THE BOTTOM OF THE BOX.</p>
	ACCESS CONTROL DOOR CONTACT	<p>3/4" RECESSED MOUNT DOOR CONTACT DOOR CONTACT CABLE IS TO BE WHITE 22/4 STR CABLE AND HOMERUN BACK TO THE SECURITY CONTROL PANEL. DOOR PROVIDER IS TO PULL OUR CABLE THROUGH A 3/4" HOLE IN THE TOP OF THE DOOR FRAME. DURING TRIM-OUT THE DOOR CONTACT IS TO BE CONNECTED TO THE CABLE AND PUSHED FLUSH WITH THE DOOR FRAME. AN ADDITIONAL 3/4" HOLE SHALL BE DRILLED INTO THE DOOR FOR A RECESSED MAGNET.</p> <p>NOTE: FIELD CONDITIONS MAY REQUIRE A DIFFERENT MOUNTING PROCEDURE</p>
	INTRUSION DETECTION MOTION DETECTOR	<p>INTRUSION MOTION DETECTOR MOTION DETECTOR CABLE IS TO BE "WHITE 22/4 STR CABLE" AND HOMERUN BACK TO THE SECURITY CONTROL PANEL. MOTION DETECTOR IS TO BE WALL MOUNTED TO A SINGLE GANG NAIL ON BOX WHICH IS TO BE FIELD POSITIONED BUT PREFERABLY MOUNTED IN THE TOP CORNER BUT NO HIGHER THAN 12" AFF FOR REQUIRED RANGE. DURING TRIM-OUT A SINGLE GANG BLANK COVER PLATE SHALL BE MOUNTED TO THE NAIL ON BOX AND OUR WIRE SHALL BE PULLED THROUGH. TRIM-OUT TECHNICIAN SHALL FIELD POSITION MOTION DETECTOR IN A MANNER THAT WILL COVER THE BLANK COVER PLATE TO THE BEST OF ITS ABILITY.</p> <p>NOTE: FIELD CONDITIONS MAY REQUIRE A DIFFERENT MOUNTING PROCEDURE</p>



## DSI Abbreviations

ABBREVIATIONS			
ABBV.	DESCRIPTION	ABBV.	DESCRIPTION
ACD	ACCESS CONTROL DOOR	N	NORTH
ACP	ACCESS CONTROL PANEL	NE	NORTHEAST
AC	ACCESS CONTROL	NPL	NORTH PARKING LOT
ACS	ACCESS CONTROL SERVER	NS	NO SUBSTITUTE
AE	APPROVED EQUAL	NW	NORTHWEST
AFF	ABOVE FINISHED FLOOR	OE	OR EQUIVALENT
AFG	ABOVE FINISHED GRADE	PS	POWER SUPPLY
AG	ABOVE GRADE	RT	RIGHT (DIRECTIONAL)
ALT	ALTERNATE	RM	ROOM
AR	AS REQUIRED	S	SOUTH
ARCH	ARCHITECTIARCHITECTURAL	SE	SOUTHEAST
BLDG	BUILDING	SW	SOUTHWEST
BSCP	BURGLAR ALARM SYSTEM CONTROL PANEL	T	TERRACE
BSIN	BURGLAR ALARM SYSTEM INPUT DEVICE	TYP	TYPICAL
BSOUT	BURGLAR ALARM SYSTEM OUTPUT DEVICE	UG	UNDERGROUND
CB	CALL BOX	UP	UP (DIRECTIONAL)
CKD	CHECKED	W	WEST
CT	CABLE TRAY	WP	WEATHER PROOF
DED	DEDICATED	EX	EXTERIOR
DN	DOWN (DIRECTIONAL)	AD	ADMINISTRATION
E	EAST	OP	OPERATIONS
ENG	ENGINEERED	WH	WAREHOUSE
ELEV	ELEVATION	EL	ELECTRICAL
EXT	EXTERIOR	EN	ENGINEERING
FACP	FIRE ALARM CONTROL PANEL	PL	PLUMBING
GC	GENERAL CONTRACTOR	SWH	SWITCH
LF	LEFT (DIRECTIONAL)	IS	INTERCOM SYSTEM
LPS	LOCK POWER SUPPLY	ISS	INTERCOM SUB STATION
MECH	MECHANICAL	IMS	INTERCOM MASTER STATION
		VSC	VIDEO SYSTEM CAMERA
		VSS	VIDEO SYSTEM SERVER
		V	VIDEO

**Exhibit 33 – Security Plan**

**Verification**

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

William H Carr  
Printed Name of Verifying Individual

Founding Member/owner  
Title of Verifying Individual

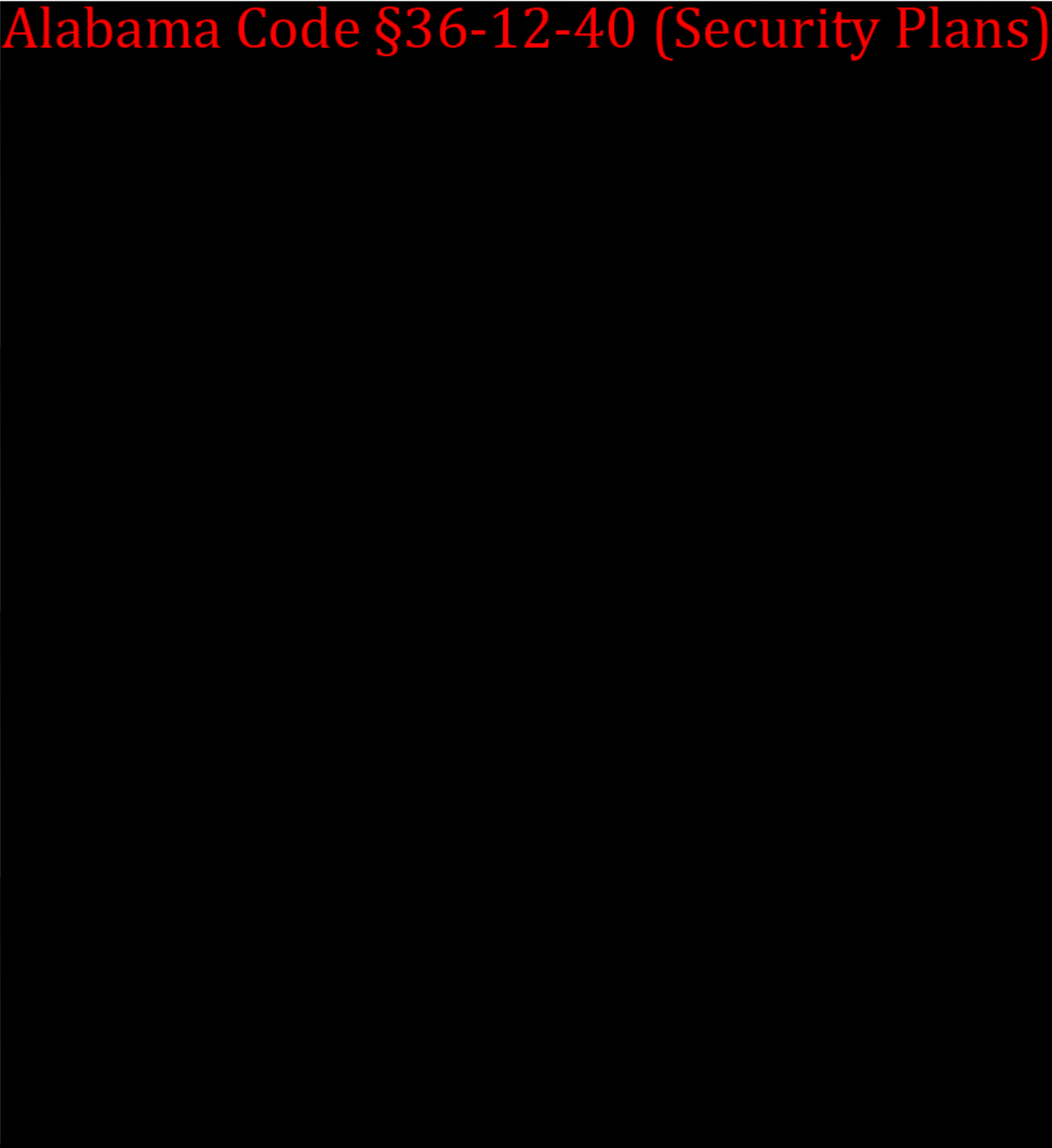
  
Signature of Verifying Individual

12/29/22  
Verification Date

**Introduction – Security Plan**

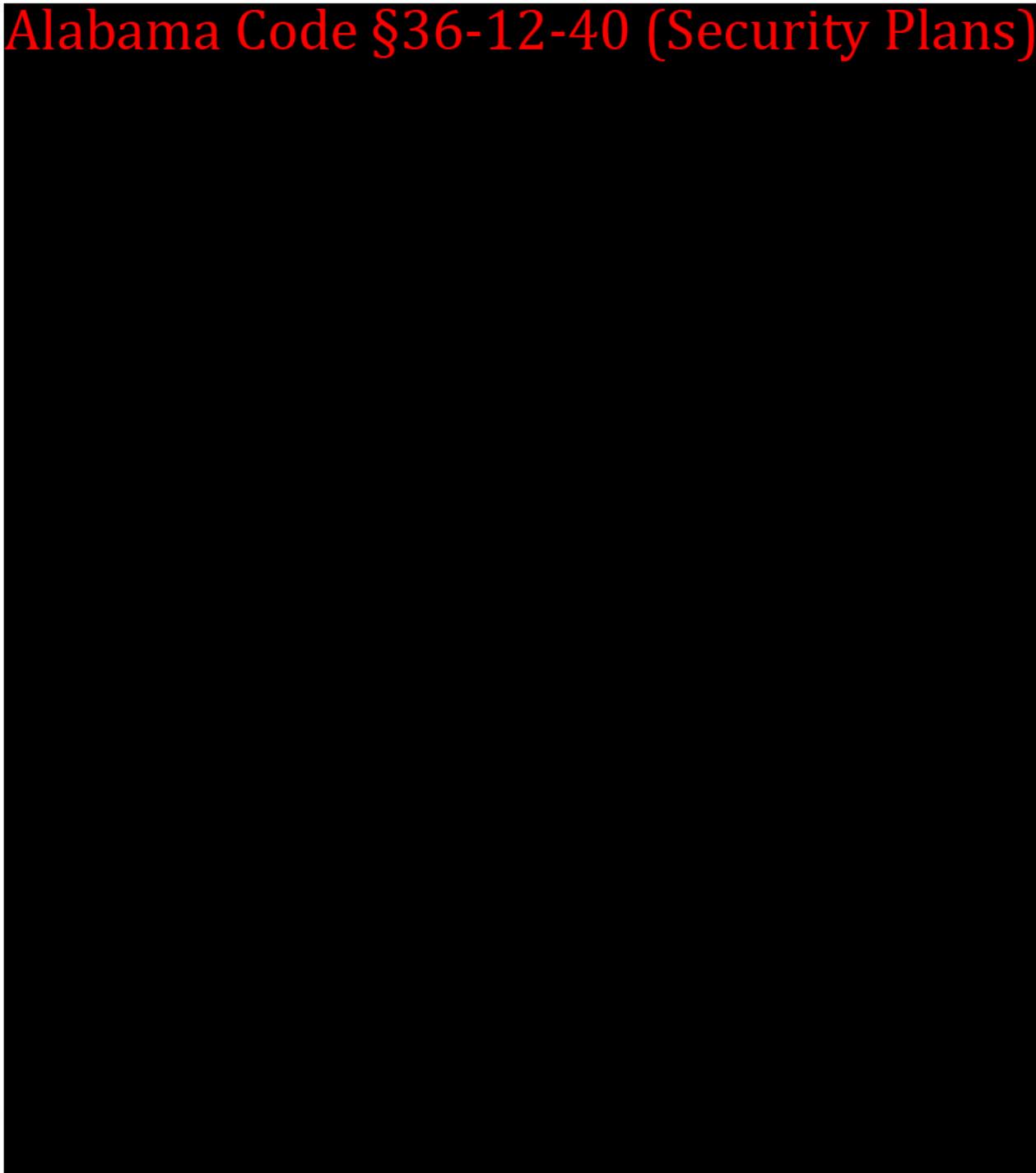
We are foundationally committed to providing safe medical cannabis products in a secure manner to our registered patients. We will provide effective controls and procedures to guard against theft and diversion of cannabis, unauthorized access to our premises, and unauthorized access to our electronic systems. **Alabama Code §36-12-40 (Security Plans)**

**Alabama Code §36-12-40 (Security Plans)**



We will equip our facilities with 24-hour intrusion detection hardware and technology, including a commercial-grade, professionally monitored security alarm system made by **Alabama Code §36-12-40** installed by an Alabama-licensed private alarm contractor or private alarm contractor agency. Ala. Admin Code. r. 538-x-9-.03.03.m.01. **Alabama Code §36-12-40 (Security Plans)** customizable system will always remain operational, actively securing all points of ingress and egress, and all windows. Ala. Admin Code. r. 538-x-9-.03.03.m.01. We will also maintain

## **Alabama Code §36-12-40 (Security Plans)**



## Alabama Code §36-12-40 (Security Plans)

### 33.2 – Alarms

## Alabama Code §36-12-40 (Security Plans)

### 33.3 – Broadcast Communication Devices

Multiple types of professional broadcast communication devices will form the backbone of our ability to respond to any threat quickly and efficiently. These devices may include combinations of cell phones, land-line telephonic systems, intercoms such as network intercoms from Axis and 2N, like the 2N IP Force, and two-way radio transmitters including the Garmin Rino 750 or similar two-way handheld radio systems. All communication systems and devices will be capable of transmitting information clearly to anyone within earshot of the employee or device receiving the communication. Ala. Admin Code. r. 538-x-9-.03.03.m.03.c. We will conduct regular system tests to guarantee audibility and clarity.

Hardwired communication devices will be installed or available at all ingress and egress points, reception areas, and the security office, while mobile communication devices will be carried by employees. Ala. Admin Code. r. 538-x-9-.03.03.m.03.a; Ala. Admin Code. r. 538-x-

9-03.03.m.03.b. We will train all employees in the correct operation of all communication systems. These policies and practices are documented in our Employee Handbook, and our Policies and Procedures Manual, which all employees and managers must read and provide written acknowledgment of receipt and understanding.

**33.4 – Audio and Visual Surveillance**

**Alabama Code §36-12-40 (Security Plans)**



## Alabama Code §36-12-40 (Security Plans)



### 33.5 – Perimeter Protection

## Alabama Code §36-12-40 (Security Plans)



# Alabama Code §36-12-40 (Security Plans)



## 33.6 – Exterior Doors

# Alabama Code §36-12-40 (Security Plans)





**Alabama Code §36-12-40 (Security Plans)**



33.7 – Exterior Walls

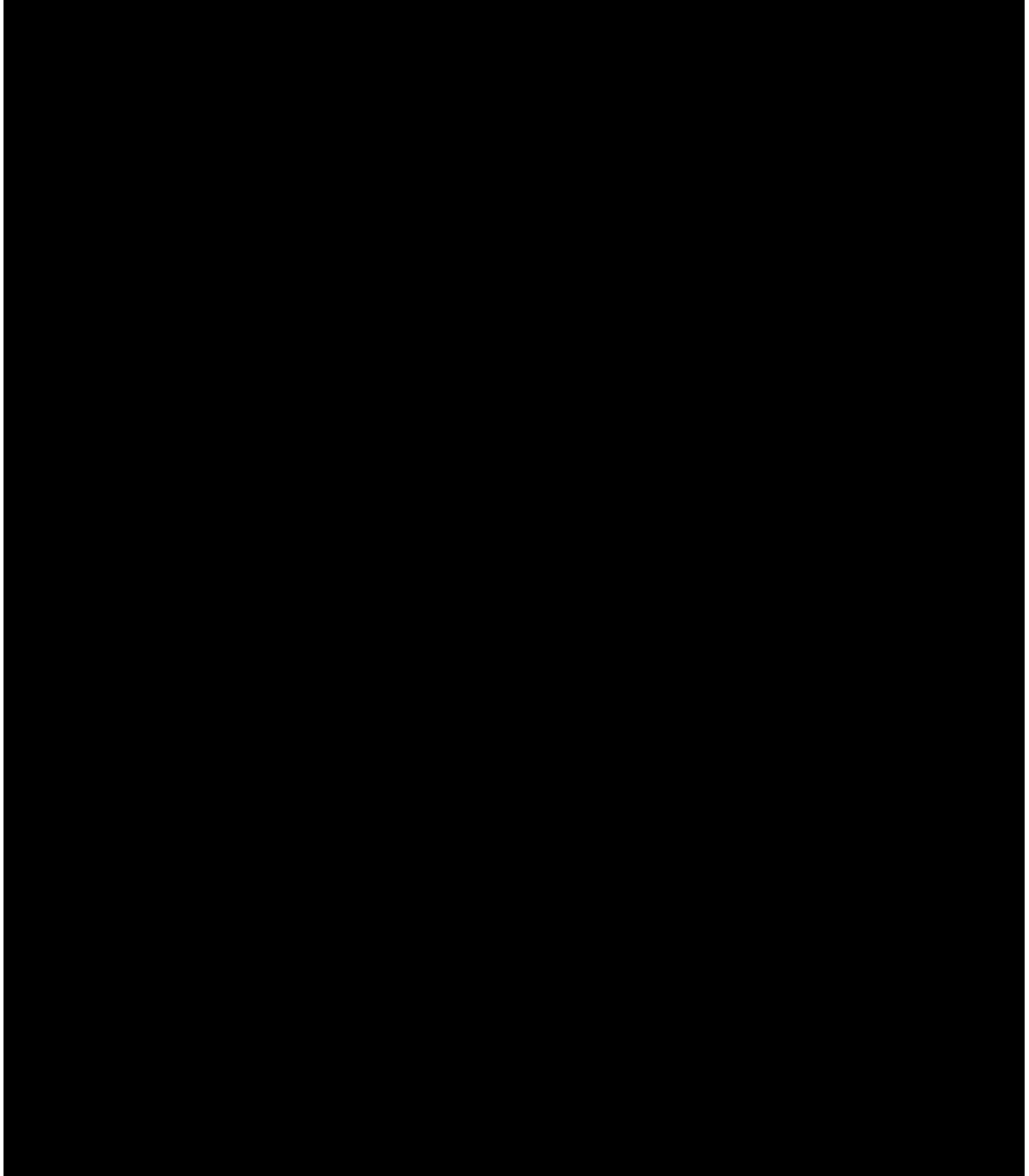
**Alabama Code §36-12-40 (Security Plans)**



## Alabama Code §36-12-40 (Security Plans)

### 33.8 – Security Staffing

## Alabama Code §36-12-40 (Security Plans)



## Alabama Code §36-12-40 (Security Plans)



### 33.9 – Strict Access Controls

## Alabama Code §36-12-40 (Security Plans)



## Alabama Code §36-12-40 (Security Plans)

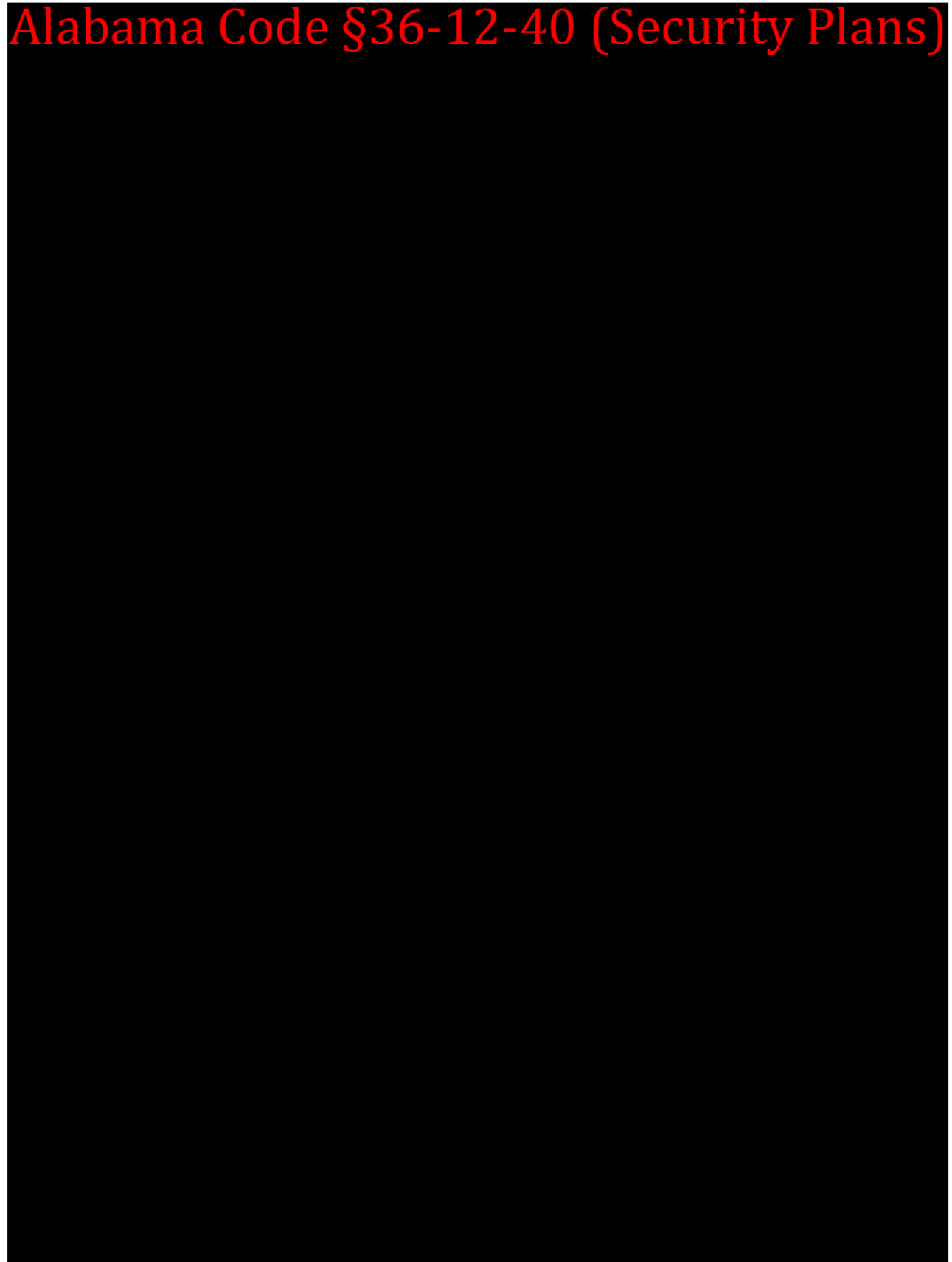


### 33.10 - Open and Close Protocols

## Alabama Code §36-12-40 (Security Plans)



# Alabama Code §36-12-40 (Security Plans)



## Alabama Code §36-12-40 (Security Plans)



### 33.11 - No Public

## Alabama Code §36-12-40 (Security Plans)



**Alabama Code §36-12-40 (Security Plans)**



33.12 - Records

**Alabama Code §36-12-40 (Security Plans)**



33.13 - Employee Identification

**Alabama Code §36-12-40 (Security Plans)**



**33.14 - Visitor Identification**

**Alabama Code §36-12-40 (Security Plans)**



**33.15 - Report Theft or Diversion**

**Alabama Code §36-12-40 (Security Plans)**





**Alabama Code §36-12-40 (Security Plans)**



Employee Diversion Prevention Training

**Alabama Code §36-12-40 (Security Plans)**



Anti-Pilferage Procedures

**Alabama Code §36-12-40 (Security Plans)**



# Alabama Code §36-12-40 (Security Plans)

### 33.16 – Applicant’s Verification: Signage

The undersigned verifies that we will prominently display in our sales area, and at each entrance point to our dispensing sites, a sign that states in large and legible text:

**“WARNING: This facility is monitored at all times using audio and video surveillance. Entry to this business and purchases within are strictly prohibited except as to registered patients and caregivers presenting valid identification as required by law.”**

William H Carr

Printed Name of Verifying Individual

Founding member/owner

Title of Verifying Individual

[Handwritten Signature]

Signature of Verifying Individual

12/29/22

Verification Date

33.17 - Route Tracking

**Alabama Code §36-12-40 (Security Plans)**

A large black rectangular redaction box covers the majority of the page content under section 33.17.

33.18 - Vehicle Locks and Alarm Systems

**Alabama Code §36-12-40 (Security Plans)**

A large black rectangular redaction box covers the majority of the page content under section 33.18.

33.19 - Vehicle Recordings

**Alabama Code §36-12-40 (Security Plans)**

A large black rectangular redaction box covers the majority of the page content under section 33.19.

**Alabama Code §36-12-40 (Security Plans)**

33.20 - Vehicle Markings

**Alabama Code §36-12-40 (Security Plans)**

33.21 - Cannabis Container Tracking

**Alabama Code §36-12-40 (Security Plans)**

33.22 - Cannabis Container Visibility

**Alabama Code §36-12-40 (Security Plans)**

33.23 - Driver Alarms

**Alabama Code §36-12-40 (Security Plans)**

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33.24 - Emergency Report

**Alabama Code §36-12-40 (Security Plans)**

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33.25 - Vehicle Control

**Alabama Code §36-12-40 (Security Plans)**

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33.26 - Secure Vehicle Inspection Procedures

**Alabama Code §36-12-40 (Security Plans)**

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**Alabama Code §36-12-40 (Security Plans)**

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**33.27 - Cannabis Labeling**

**Alabama Code §36-12-40 (Security Plans)**

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**33.28 - Vehicle Personnel**

**Alabama Code §36-12-40 (Security Plans)**

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**33.29 - Designated Route**

## Alabama Code §36-12-40 (Security Plans)



### 33.30 - Vehicle Tracking

## Alabama Code §36-12-40 (Security Plans)



### 33.31 - Applicant's Verification: Recordkeeping

The undersigned verifies that we will keep all route plans, manifests, transport logs, freight bills, bills of lading, and any free-on-board ("FOB") terms of sale documents, maintenance records, repair records, and insurance documentation for all vehicles associated with our fleet, for at least two years. The undersigned further verifies that records will be made available to the AMCC or its representatives during inspections and other

official visits, and that records will be kept longer upon the request of the AMCC or law enforcement.

William H Carr

Printed Name of Verifying Individual

Founding member/owner

Title of Verifying Individual

William H Carr

Signature of Verifying Individual

12/29/22

Verification Date

**33.32 - Applicant's Verification: Security Plan Availability**

The undersigned verifies that we will make available to the AMCC or its inspectors all security records, including security alarm systems, monitoring, audio/video footage, alarm activity, maps of camera locations and camera coverage, surveillance equipment maintenance logs, authorized use lists, operation instructions, and any other security-related information deemed relevant by the AMCC or its inspectors; we will also make available to the AMCC or its inspectors all information relating to our security plan, including secure transport security plans and procedures. Further, we understand that the AMCC may require us or our agents to produce relevant documents, records, or any other material pertinent to the investigation of alleged violations of the law or to determine qualifications of management or staff members. To fulfill this need, we will train our management and employees to assist the AMCC in any way that may be required to complete such investigations or determinations.

William H Carr



Printed Name of Verifying Individual

William H Carr Founding member/owner

Title of Verifying Individual

Supervisor

Signature of Verifying Individual

12/29/22

Verification Date

**Conclusion**

We view the AMCC as a partner in our endeavor to operate a maximally compliant medical cannabis facility. A crucial component of our role in this partnership is creating, implementing, and training our staff on strong security procedures. We will make all information related to our security plan available to the AMCC. Ala. Admin Code. r. 538-x-7-.03.02.e.xvi. Our business will be able to provide rapid and efficacious assistance to the AMCC in its mission to maintain the safety and integrity of the regulated medical cannabis market in Alabama.

**Exhibit 34 - Personnel**

**Verification**

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

William H Carr  
Printed Name of Verifying Individual

Founding member/owner  
Title of Verifying Individual

  
Signature of Verifying Individual

12/29/22  
Verification Date

**Personnel**

**Form G: Personnel Roster & Verification**

We have provided the completed Form G: Personnel Roster & Verification displaying the roster of all personnel affiliated with the Application, including names, street addresses, contact telephone numbers, email addresses and social security numbers, current to within thirty (30) days prior to the date of the application, and our owner's verification that, if we are issued a business license, all employees will be registered to the AMCC website and will undergo appropriate pre-employment background checks. See attached Form G: Personnel Roster & Verification (identified as "Form G: Personnel Roster & Verification").

FORM G: PERSONNEL ROSTER & VERIFICATION

Samson Growth, LLC

Business License Applicant Name

Integrated Facility

License Type

*Complete the following information, current to within thirty (30) days prior to the date of application, for all personnel (each leader and employee) affiliated with the Applicant. Attach additional forms if necessary.*

**Alabama Code §36-12-40 (Confidential - PII)**

**Alabama Code §36-12-40 (Confidential - PII)**

**Alabama Code §36-12-40 (Confidential - PII)**

Alabama Code §36-12-40 (Confidential - PII)



Alabama Code §36-12-40 (Confidential - PII)

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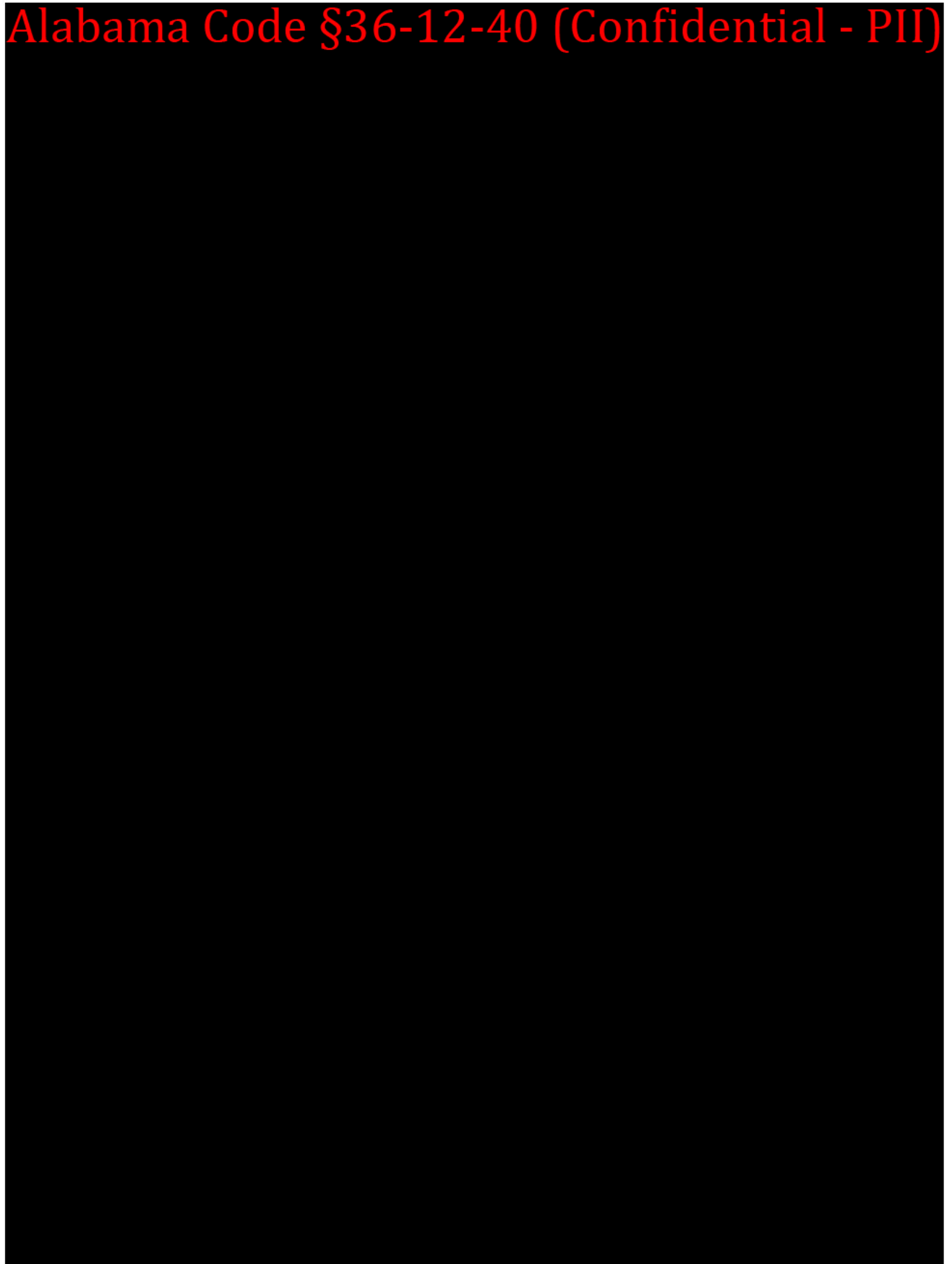
Alabama Code §36-12-40 (Confidential - PII)

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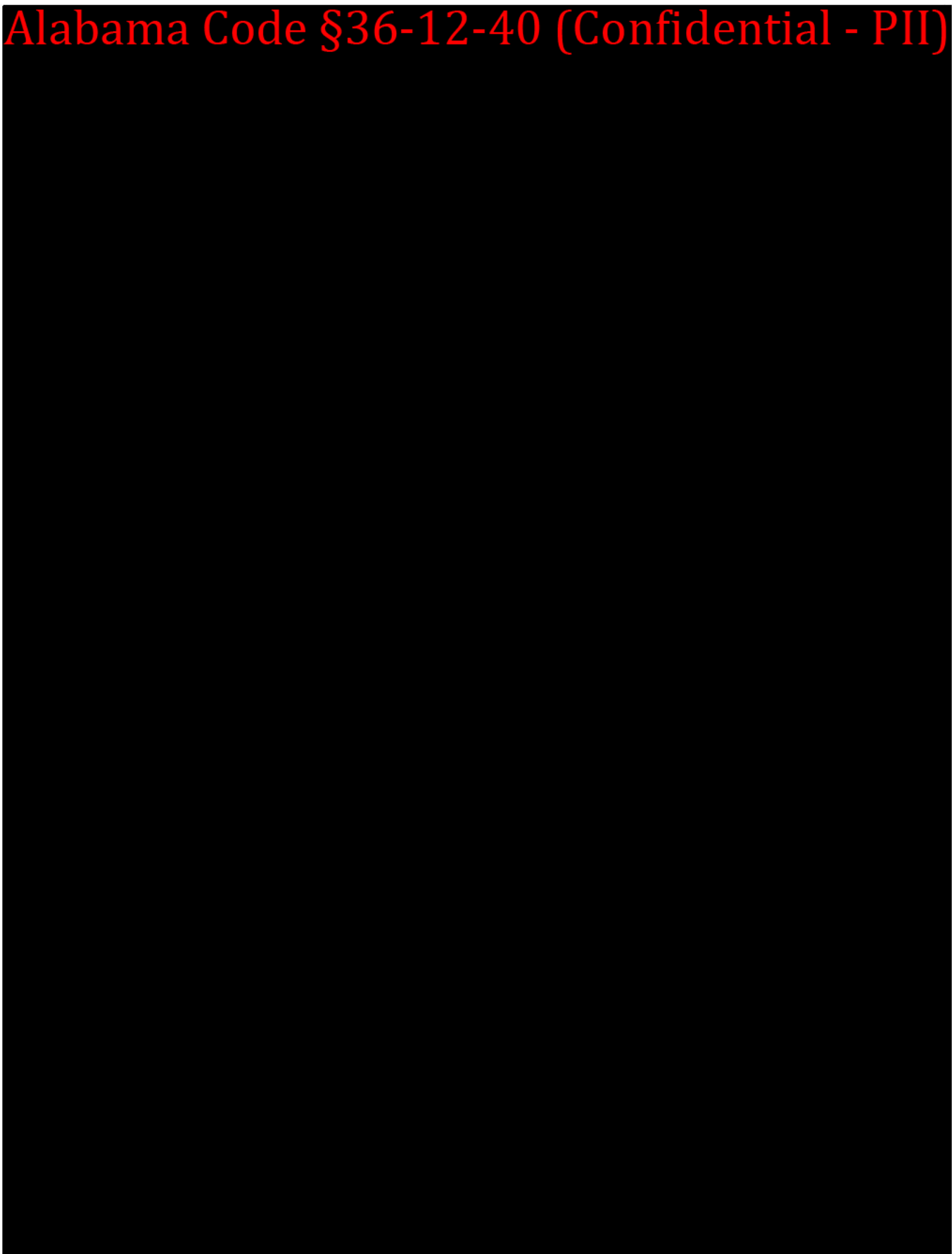
Alabama Code §36-12-40 (Confidential - PII)

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Alabama Code §36-12-40 (Confidential - PII)



Alabama Code §36-12-40 (Confidential - PII)





# Alabama Code §36-12-40 (Confidential - PII)

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Leader/Employee Name	Title/Position	
SSN	Telephone	Email
Street Address		
City	State	Zip

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Leader/Employee Name	Title/Position	
SSN	Telephone	Email
Street Address		
City	State	Zip

---

**Applicant Verification:** The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes a complete and accurate roster of personnel of the Applicant. The undersigned further verifies that, if the Applicant is issued a business license, each individual listed hereinabove (and attached, as necessary) will be registered to the AMCC website and will undergo appropriate pre-employment background checks.

William H Carr  
Printed Name of Verifying Individual

Founding Member/owner  
Title of Verifying Individual

[Signature]  
Signature of Verifying Individual

12/29/22  
Verification Date

**Exhibit 35 - Business Leadership Credentials**

**Verification**

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

William H Carr  
Printed Name of Verifying Individual

Founding member/owner  
Title of Verifying Individual

  
Signature of Verifying Individual

12/29/22  
Verification Date

## **Introduction**

Samson Growth, LLC / Wiregrass Brands is a team of people with deep Alabama roots coupled with a depth of experience in regulated and compliant cannabis operations. Our most valuable asset is our people, and we will clearly demonstrate and validate this value within our Business Leadership Credentials and Hiring Plan. Here we will quantify the skills, resources, and service level that our company brings to medical cannabis patients in Alabama by describing the education, work experience, and professional certifications, associations, and accolades of our management and leadership team. Ala. Admin Code. r. 538-x-9-.03.03.h.01.

### **35.1 – Curriculum Vitae**

William H. (Bill) Carr, Our Owner & CFO: Mr. Carr is from Samson, Alabama, the very town where we will place our cultivation and manufacturing facility, if approved. Starting from humble roots, he is a graduate of Samson High School (1965), Enterprise State Junior College (1967), and the University of Alabama (1969) with a degree in accounting. Mr. took this degree and his Alabamian ethics of hard work and earning trust to co-found and be the managing partner of Carr, Riggs & Ingram (“CRI”). CRI is a top-25 nationally ranked, full-service accounting and advisory firm to more than 100,000 clients across the U.S. (inclusive of Puerto Rico), Canada, Mexico, and overseas military installations. CRI’s foundational principles of client service, respect, and integrity are at the forefront of all that they do and reflect our Southern heritage, while inspiring a culture that cultivates growth by delivering “big firm” expertise rooted in local values. This is far from Mr. Carr’s only applicable business venture, however.

There are indeed 13 other businesses, numbered below, that Mr. Carr owns that demonstrate, in some way, why our company is in a great position to help Alabamians in need of medical cannabis products. Because describing all of these would take up the entire length of this section, we will be brief in describing them. Regarding cultivation of cannabis, his (1) Carr Farms operates 21,000 productive acres in six counties within Alabama growing turf grass, cow/calf, steer/cattle, hay, pecans, and greenhouse plants, thus well-acquainting us with knowing how to grow in Alabama; his (2) hemp farming licenses illustrate that our team has compliantly grown the very same plant we aim to cultivate, albeit for a different product outcome. Turning to manufacturing, Mr. Carr’s (3) All Metal Acquisitions, LLC in

Dothan, AL, specializes in manufacturing metal building components; his (4) Coastal Acquisitions of Florida, LLC is a steel fabrication company providing pre-engineered buildings, structural steel, and accessories for commercial and residential buildings; his (5) Ozark Materials, Inc. and (6) Ozark Safety Services, LLC, both based in Greenville, AL, make pavement marking materials and temporary and permanent control products, respectively, which increase safety across the nation, from state roads to airports, while (7) Ozark Traffic Management, based in Montgomery, AL supplement through making traffic control systems. Mr. Carr's (8) Samson Extracts, based in Samson, AL, again manufactures products from the same plant Wiregrass Brands strives to work with, though for non-THC products. Moreover, as patients will consume much of their medicine orally, Mr. Carr owns (9) Emmaus Foods, LLC, based in Albertville, AL, which is a custom manufacturer of food products for the national chain, food service, and hospitality segments of the food industry. These strong roots in growing and manufacturing form a great foundation for making effective products; Mr. Carr also has extensive experience in the softer skills related to working with the public.

From hospitality to counseling, Mr. Carr has excelled at businesses that have prepared him to own five dispensing locations. His (10) By The Sea Resorts, Inc. is a collection of 11 Panama City Beach hotels along Front Beach Road, as well as two group retreats and four beachfront and bayfront restaurants, and his (11) The Bridges at Tartan Pines – Enterprise, AL, is a revitalized golf course, driving range, pickleball courts, swimming pool, retail shop, and full-service restaurant/bar near his hometown. These operations give us extensive experience on how to provide customer service that builds enduring trust with our patients.

Turning to the final piece of an Integrated Facility, transportation, Mr. Carr's (12) Ozark Logistics, LLC is a leading logistics provider with a dedicated fleet, and (13) Trailer World, Inc. based Ozark, AL, is a manufacturer of utility and heavy equipment trailers selling through company-owned and third-party dealers.

All of this together shows that Mr. Carr has run companies that have prepared him for all aspects of the business of selling cannabis in Alabama. Beyond business, Mr. Carr and his wife of 52 years, Deborah, care deeply about their home state and its citizens. After years of quiet contributions throughout the state, in September 2022, Sorrell College of Business at Troy University named the "William H. Carr School of Accountancy" Program in his honor. Bill's partnership with the university began in 1997 through the recruitment of accounting

graduates. Over time, CRI has employed more than 100 accountants and supported almost 50 partners from Troy University. A school Mr. Carr did not attend honoring him with this title is a small indicator of the overall positive impact he has—and continues to—have on Alabama. Starting and growing so many businesses has taught our owner that a strong team is paramount for a successful company, so he has brought together a team with wide-ranging and deep experience for their respective roles.

Kyle Neathery, Our CEO: Kyle brings more than 10 years of business and operations experience since receiving his B.S. in Finance from Louisiana Tech University, most recently as the Michigan Director of Operations and General Manager of High Life Farms, which employed over 275 employees. There, he oversaw an operation of over 125,000+ square feet, including 50,000+ square feet of cultivation canopy space as well as the manufacture of national brands such as Wana Brands and Kiva Confections, totaling over 4 million finished products per year. Prior to working in the cannabis industry, Kyle was employed by Southwest Airlines as the Chief of Staff of a major department with involvement in operations, finance, and the new reservation system implementation; people and operations consulting for oil, gas, and aviation at PricewaterhouseCoopers; and design and execution of the Fraud, Waste, and Abuse organization for the Deepwater Horizon Oil Spill. He is the current CEO of Samson Extracts, a hemp processor in Alabama, he strives to improve bottom lines through creating lean, consistent processes that he delegates and oversees to great effect.

Philip Ollendike, MBA, PMP, CIA, CFE, Our COO: Philip is currently also employed at Samson Extracts as the Director of Sales and Procurement – Executive Leadership. Prior to that role, he was the General Manager of High Life Farms' California operations and then the National Director of Finance at Dreamfields when they acquired those operations. There, he led the integration of the acquired entity, including asset review, vendor consolidation, contract renegotiations, asset and licensure transfer, and reapplication at the city, county, and state level in accordance with all applicable regulations. Before entering the cannabis industry, Philip was a Manager in the consulting practice at Ernst & Young specializing in enterprise risk management and pre-IPO readiness across a diverse industry base. Philip's varied experience also includes having served as the COO at Deepwater Horizon Oil Spill Settlement, where he met our CEO. His work there crucially included coordinating 22

independent Claimant Assistance Centers across the Gulf South, including several in Alabama, to accept claims and supporting documentation, and assist with program questions. At these Centers, Philip helped Alabamians in need, the same population we desire to help at our dispensing sites. He is known for strategizing with senior leadership and translating ideas into defined objectives and quantifiable deliverables.

Connor Schilling, Our Chief Scientific Officer ("CSO"): Connor brings five years of cannabis extraction leadership experience to the Wiregrass Brands team from four legally operated states—Nevada, California, Michigan, and Alabama. Connor is currently the Director of Operations and General Manager for Samson Extracts. Prior to Samson Extracts, Connor also worked at High Life Farms, as the Extraction Manager of their Michigan operations. There, he utilized multiple distillation techniques, using butane, ethanol, ice water, and CO2 for extraction. Connor also homogenized and formulated inputs for edibles, tinctures, concentrate-based products, and other infused products. Additionally, Connor was the Extraction Manager at CannDESCENT, a California-based cannabis company, and Extraction Lead at MedMen, a Nevada-based company.

David Welker, Our Chief Compliance Officer ("CCO"): David spent 25 years in the FBI, rising to Special Agent in Charge ("SAC") – New Orleans Division, a position he held for four years. He has gone on to hold a variety of positions, including running internal affairs (work he continues to do), preventing fraud as the ‘Director – Fraud, Waste and Abuse’ at both the Deepwater Horizon Economic and Property Damage Settlement Trust and at the Plexos Group – FEMA – Emergency Home Repairs Virgin Islands. He prides himself on his history of working collaboratively with multiple agencies, disciplines, and business groups to achieve goals in risk management by leveraging resources effectively and efficiently.

Jason Sweatt, Our Chief Retail & Marketing Officer ("CRMO"): Jason is a veteran who has gone on to co-found and be the Director of the SC Veterans Alliance, Inc. This organization provides free medical cannabis to low-income veterans in Santa Cruz County, California. He is also the owner-operator of two well-known dispensaries in Northern California serving both the medical and recreational marijuana market. Prior to this laudable work, he managed retail store operations for a local gardening store, where he doubled store sales after his first year of being promoted to manager, as well as improved customer relations within the community. Jason’s 10 years of military experience (honorable

discharge as Staff Sergeant in the U.S. Army) and continued, active involvement with our nation's heroes along with being born and raised in Alabama make him the ideal person to oversee our retail operations.

Dr. Harrison Irons, Our Chief Medical Officer ("CMO"): Dr. Irons attended Samford University in Birmingham, AL, where he was Magna Cum Laude. He went on to the University of Alabama School of Medicine, also in Birmingham, where he received his M.D., then did his Anesthesiology Residency, then a Pain Management Fellowship. Since 2017, he has worked in Pain Management in Birmingham. Through seeing thousands of Alabamians struggling with pain, Dr. Irons knows our potential patient population well. His passion for helping the same people we are so deeply about have fulfilling lives is what drew us to Dr. Irons.

Traci Brentlinger, Our Accounting Controller: Traci brings more than 17 years of professional accounting experience to the Wiregrass Brands team. Traci currently serves as the Controller of Samson Extracts, an Alabama-based hemp processor located in Geneva, Alabama, where she manages procure to pay, cash flow management, payroll, and other key processes. Her detailed back-of-house experience includes managing payroll for Troy University in Alabama and was an Enrolled Agent with the U.S. Treasury.

Linda Polk, Our Director of Quality (QAQC): Linda brings 27 years of quality management experience to the Wiregrass Brands team, mostly in medical devices and FDA remediations across Florida, Georgia, and Mississippi. Linda has remediated multiple FDA warning letters after being engaged by non-compliant companies and has implemented numerous quality and FDA systems in compliance with certifying bodies, such as ISO 9001, ISO 13485, FDA QSR, EN 46001, MDD, and CMDR, to bring the companies back into compliance. Linda is currently the Quality Systems Manager for Samson Extracts, where she achieved cGMP certification and is currently pursuing BRC certification.

Martin Adair, Our Cultivation Manager: Martin worked his way up from Assistant Indoor Grower to be the Lead Grower at Genesis Pharms, where he worked for four years. Prior to operating in medical cannabis, Martin owned and operated Adair's Organic Orchard, which at its time was the first and only organic apple orchard in the Southeast United States and did not utilize chemical fertilizers or pesticides. At over 100 acres, the orchard grew over 300 varieties of apples, pears, grapes, muscadines, scuppernongs, blueberries, blackberries, raspberries, figs, walnuts, pecans, chestnuts, Chinese dates, and cherries. As a Shelton

State/Jefferson State Community College alumnus, now living in Moulton, AL, Martin has a passion for agriculture helping his neighbors.

Heather Marlowe, Our Production Manager: Heather is a Kinston High School graduate, a 15-minute drive from our Samson operations, and where she lives with her family today. She is currently the Quality Control & Laboratory Manager at Samson Extracts. Previously, she was a Laboratory Coordinator/Analyst at JLA International/IEH Laboratories & Consulting Group in Samson, where she worked extensively to verify, maintain, and calibrate laboratory equipment (HPLC, Fluorometer, Antaris II, Manifold), among many other functions. She has since grown in her role at Samson Extracts to understand the entire manufacturing process, due to her constant desire to learn and master new topics.

### **35.2 - Leadership Roles**

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 CEO 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.

Chief Financial Officer (“CFO”): Our CFO will maintain and audit all of our financials. They will work with our Accounting Controller, Accounting Specialist, and AR/AP Lead to make sure the business is always financially sound as well as audit their work for accuracy and consistency. Our CFO will oversee all financial functions of the company.

Chief Operating Officer (“COO”): Our COO will help our CEO in overseeing internal operations. They will focus on cross-departmental collaboration and compliance. The COO will oversee the development of standard operating procedures and staff training programs that are responsive and adaptable based on compliance with applicable 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.



Chief Compliance Officer (“CCO”): Our CCO will help us guarantee that we always maintain absolute compliance with statutes, regulations, ordinances, and any rules promulgated by the Commission. 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.

Chief Retail & Marketing Officer (“CRMO”): Our CRMO will run our dispensing sites and marketing efforts, two areas requiring perfect compliance and a relationship-first strategy of engagement. The CRMO will plan and manage all aspects of Dispensary day-to-day operations, including managing personnel, training staff in sales and customer satisfaction, inventory control and handling the daily procedures of all store-related matters while adhering to strict state and local guidelines and regulations. The CRMO will communicate with all levels of the organization to implement and maintain protocols, policies, and procedures in accordance with company standards.

Chief Scientific Officer (“CSO”): The CSO supports the company with extraction and formulation expertise, aiding in scientific processing and ensuring quality in our manufactured products. Qualifications include history of similar role. The CSO will also assist in staff training programs, operational best practices, patient educational materials, and knowledge transfer of how medical cannabis is processed. They will stay up to date on new research into cannabis science and methods

Chief Medical Officer (“CMO”): Our CMO will offer their expertise in consultation with the entire company to make sure that science-backed, safe processes and products are produced across our entire operation, both internally and for patients. The CMO provides medical expertise to the company to guide research and development of products, aid in creation of patient educational materials, and support staff training programs based on patient feedback. The CMO will advise the advisory board, executives, and company leadership of significant medical and industry advancements relevant to operations and work closely with Certified Dispensers to manage patient health.

Accounting Controller: Our Accounting Controller will carry out procure to pay, cash flow management, payroll, and other key processes across all of our operations. They will work

closely with the CFO to have accurate financial records and will monitor for any discrepancies regarding the movement of cash.

Cultivation Manager: Our Cultivation Manager will design, implement, test, refine, and perfect our master cultivation strategy designed to produce the highest quality cannabis with the most robust therapeutic effects profiles possible. They will be responsible for overseeing day-to-day cultivation activities and adjusting workflow and procedures in order to increase yields, efficiency and overall performance. Our Cultivation Manager will oversee proper techniques related to cultivation which includes, but is not limited to, transplanting, pruning, defoliation, watering, feeding, and harvesting.

Extraction Manager: Our Extraction Manager will prepare, operate, refine and build our extraction strategy to enable highly effective and efficient extraction capabilities that utilize energy efficient methods in safety rated environments. They will oversee the daily extraction activities and adjust workflow and procedures to increase extraction yields, quality, and overall performance. Our Extraction Manager will oversee proper techniques including material preparation, butane extraction, wiped-film distillation, and formulating.

Production Manager: Our Production Manager will plan, manufacture, improve, and scale our production strategy to enable ideal levels of product availability, while maintaining a safe food environment with high performance and excellent levels of product quality. They will oversee the daily production activities and adjust workflow and procedures to increase production output, product quality, and overall performance. Our Production Manager will oversee proper techniques including batch preparation, food-safe manufacturing, batch recordkeeping and lot monitoring, as well as operating consistent procedures.

Packaging Manager: Our Packaging Manager responsible for creating SOPs for packaging and labeling of cannabis products. The Packaging Manager helps to maintain a clean work environment to preserve the integrity of the products being packaged. Additionally, the Packaging Manager is responsible for making sure all orders are processed in an orderly manner with efficiency and accuracy, creates packaging and labeling processes and procedures based on regulatory requirements and safety, quality, and sanitation regulations, and sanitizes, calibrates scales and equipment to ensure accuracy/consistency.

Quality Manager: Our integrated facility will insist on the highest quality systems, equipment, workmanship, and final produced products by deploying an impressively

experienced Quality Manager. The Quality Manager is responsible for overseeing compliant products along the supply chain and preventing any oversights that could negatively impact patients.

General Manager – Dispensary: Our General Manager - Dispensary manages, operates, safeguards, and supports our dispensary operations per location, to ensure a welcoming patient environment, so that patients can enjoy an excellent and consistent customer experience. They will oversee the daily retail activities and adjust workflows and procedures to increase patient experience through consistency, low waiting times, product availability, and providing a highly educated work staff. Our General Manager – Dispensary will oversee procedures to safeguard the dispensing site’s inventory and capital by monitoring financial controls, recordkeeping, loss prevention, and ensuring a secure environment.

Sales Manager: Our Sales Manager will be responsible for distribution and selling of our manufactured products to increase our market share by number of stores and product availability. They will oversee sales activities to the dispensaries that we do not directly operate to sell and distribute our products to these stores. Our Sales Manager will oversee this sales process by forecasting sales for production, building relationships with other operators, understanding patient and market needs, and helping with any logistical needs of distribution.

Security Manager: Our Security Manager will be responsible for overseeing the security infrastructure and procedures at the cultivator, processor, secure transport, and five dispensing site locations to ensure a safe, secure, and predictable environment. They will oversee the infrastructure that is the primary defense mechanism for all locations. Additionally, they will be responsible for managing the security guard staffing and procedures at all locations.

Inventory Manager: To maintain product safety, integrity, and availability, we will employ an Inventory Manager to track every aspect of our product inventory in our internal systems, and the state’s seed-to-sale tracking system, METRC. Working with the Certified Dispensers, the Inventory Manager will help manage the patient registry regarding medical cannabis products dispensed to patients.

### **35.3 – Hiring Plan**

We will hire personnel from diverse backgrounds and qualifications. We will gradually increase our staff year over year as we grow our business.

Alabama Code §36-12-40 (Confidential - Proprietary)

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**Exhibit 36 - Employee Handbook**

**Verification**

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

William H Carr

Printed Name of Verifying Individual

Founding member/owner

Title of Verifying Individual

[Signature]

Signature of Verifying Individual

12/29/22

Verification Date

## **Employee Handbook Summary**

Our Company values the importance of having a top-notch Employee Handbook that our staff will actually refer to. All too often these employee handbooks are written by outsiders that are not part of the company, left in a rarely checked location, and only updated when a legal requirement arises. We approach this differently—our Employee Handbook is a living document, full of useful information, presented and organized to answer questions and provide guidance.

The development of the Employee Handbook that follows this summary actually began years ago, at our hemp operation. Located in the same small town that our owner is from, it is also the municipality that we propose to build our cultivation and manufacturing facility in. As our hemp operation has gone from concept for operation, much has changed, and so too did the Employee Handbook, in order to reflect those changes. Our Chief Operating Officer ("COO") is currently the Director of Sales and Procurement – Executive Leadership of the hemp operation, and he personally reviewed, adapted, and updated this entire Employee Handbook for our proposed medical cannabis license. Our COO undertook this process in consultation with many other members of our staff as well. Once our COO completed this process, our CEO independently reviewed and approved our Employee Handbook—indeed, you will see his personal message to employees and signature on the first page.

Before you even get to that first page, our COO provided a clear, well-organized table of contents, so that employees can quickly and easily find the information that they are seeking. Our Handbook is arranged into six top-level categories:

- Introduction (pages 3-4)
  - This is a welcome message and statement of fundamental company principles
- Employment Policies (pages 5-17)
  - The employment policies covered here pertain to required disclosures and high-level policies of how employees interact with and represent our company.
  - As requested by the exhibit prompt, safety policies, including personnel safety and crime prevention techniques, are covered on page 14 of this section.

- Employee Benefits (pages 17-19)
  - This section covers the benefits that we offer, and how Workers' Compensation Insurance is used, if needed.
- Workplace Conduct (pages 20-29)
  - Here we cover how we require employees to behave while doing work for our company.
  - As requested by the exhibit prompt, safety policies, including personnel safety and crime prevention techniques, are covered on pages 27-29 of this section.
- General Practice (pages 29-43)
  - In this section we handle many of the day-to-day functions of our operation, such as HR-related details, problem resolution, and how time and breaks work.
- Time Away from Work (pages 43-47)
  - Here we cover how time off and working remotely work at our company.
- Receipt of Employee Handbook (page 48)
  - The final page of this Exhibit is the page we will require all employees to sign as part of working for our organization.

Within each of these categories we have further broken them out into between two and 19 subcategories. We think this creates a nice balance of a two-page guide to the entire Employee Handbook.

During the onboarding process, our Human Resources Manager will sit down with new hires and walk through the entire Employee Handbook. We will require all new hires to read the entire Employee Handbook and encourage them to take notes and write down questions as they do so. The Human Resources Manager will then have a follow-up meeting with the new hire, where she will encourage the new hire to ask questions and bring in additional members of staff as necessary to help answer them. Once staff have answered their questions, we will require the new hire to sign an acknowledgment that they have read and agreed to the Employee Handbook.

As new hires progress into seasoned employees, we will encourage them to continue to refer to the Employee handbook. Our Human Resources Manager and supervisors will do this in part through the following balanced approach when employees come to them with

questions: on the one hand, we will not say “your answer is in the Employee Handbook, go look it up” nor on the other hand will we tell them the answer without referring to the Employee Handbook; rather, staff will access the Employee Handbook with the employee who asked the question, and they will together look at the answer. Using this method, we know staff will not accidentally give an out-of-date answer, and employees who ask questions will feel empowered to keep doing so while also knowing where to seek out answers to future questions.

We will review and update the Employee Handbook regularly, as we have been doing at our hemp operations. Every year, our CEO, COO, and Human Resources Manager will independently re-read it, then come together for a meeting on proposed updates. As an independent check, our Chief Compliance Officer (“CCO”) will independently undertake an in-depth compliance review quarterly. When laws change that affect the Handbook, we will update it as well. As our business evolves, so will our Employee Handbook, and we therefore require staff meetings to update all employees on changes we have made. This will be a two-way process as well, meaning that we will ask if anything seems outdated or unclear in the Employee Handbook, so that we can update or clarify that section.

Our next update to this Employee Handbook will occur no later than when the AMCC issues more details on the following: the training they will provide, the Certified Dispenser designation process and requirements, and Secured Transporter designation process and requirements. We will require that any employees who fulfill duties that require any of these trainings and/or designations accomplish these requirements before doing any of duties. We will update this Employee Handbook accordingly.

As mentioned throughout our application, we will go above-and-beyond state-required training, using our training partner Canna Trainers and our Learning Management System Trivitor to carry out this process. We will add the details of the requirements of these training courses to the Employee Handbook once we have developed them. This development will depend on the AMCC training, which we want to reinforce in the most effective ways possible.

See attached “Samson Growth, LLC – DBA Wiregrass Brands Employee Handbook”



Samson Growth, LLC – DBA Wiregrass Brands  
Employee Handbook

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## INTRODUCTION

Welcome to Samson Growth LLC (Samson Growth)

Our vision for Samson Growth is simple yet full of opportunity: to be a world-class cultivator, processor, secure transporter and operator of medical dispensaries in accordance with Alabama state law and direction from the Alabama Medical Cannabis Commission (AMCC). In so doing, the quality of our work will produce lasting relationships with loyal customers. Our capacity and capabilities will be unmatched.

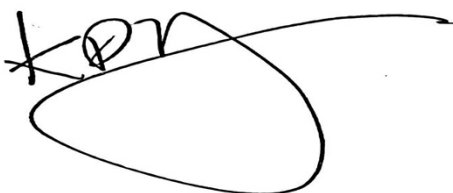
We are committed to producing the safest product in the industry. We are further committed to meeting, and exceeding, all of our customers' expectations, to complying with each and every regulatory requirement, regardless of whether they are federal or state, and finally to continuously improve our systems related to product safety.

With your help, we can have the kind of environment where a person's work is meaningful, where employees are treated with respect, and where extraordinary performance is rewarded extraordinarily.

We have publicly declared our intention to be the best Medical Cannabis provider with which our customers deal throughout the world. We intend to make this a reality and welcome your contribution to this ambitious undertaking.

Thank you for choosing to become part of what will hopefully be an extraordinary experience for you.

Kyle P. Neathery  
Chief Executive Officer  
Samson Growth LLC

A handwritten signature in black ink, appearing to read 'KPN', with a large, sweeping loop underneath.

## WELCOME TO SAMSON GROWTH

Please read this handbook thoroughly and retain it for future reference. The policies stated in this handbook are subject to change at the sole discretion of Samson Growth. This is not a contract, express or implied; guaranteeing employment for any specific duration. In accordance with the State of Alabama Department of Labor, all employment is “at-will.” Although we hope that your employment relationship with us will be long term, either you or Samson Growth may terminate this relationship at any time, for any reason, with or without cause or notice. Please understand that no supervisor, manager, or representative of Samson Growth has the authority to enter into any agreement with you for employment for any specified period or to make any promises or commitments contrary to the foregoing without the Owner of Samson Growth’s approval. Currently Samson Growth does not offer any benefits programs. Should that change in the future, modifications and enhancements will be made to this handbook to reflect those changes. If you have any questions regarding any policies, please consult the CEO of Samson Growth.

Samson Growth believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisor and discourage discussion of these matters with their peers.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. Samson Growth will make every effort to demonstrate its commitment to its employees by responding effectively to employee concerns.

Samson Growth also reserves the right to publish and disseminate its Employee Handbook electronically. You will be notified when changes to the handbook occur.

## **Commitment to Quality**

At Samson Growth, LLC, we strive to be a world-class cultivator, manufacturer, and supplier, of the best cannabis derived products. In doing so, the quality of our work will produce lasting relationships with loyal customers. Simply stated, we will produce a Quality Product for a Quality Customer.

We have procedures in place to prevent contamination, maintain safety and monitor in-progress product all the way to completion. Our staff is both knowledgeable and competent. We insure that all staff are provided ongoing internal and external training. We have independent, 3<sup>rd</sup> party testing performed on our final product by a licensed State Testing Laboratory. That insures that the product meets, or exceeds, all safety, regulatory and customer requirements. Each customer is given a COA to support the product they receive. Finally, we safely package, store and ship the product to our customers.

Every product produced at Samson Growth is made with complete confidence in our traceability and reproducibility. Our number one goal is to produce an authentic, quality product that is derived from a safe quality controlled environment. Further, our products will always meet, and exceed, all customer, legal and regulatory requirements.

## EMPLOYMENT POLICIES

### EQUAL EMPLOYMENT OPPORTUNITY COMMISSION STATEMENT

It is the policy of Samson Growth to promote equal employment opportunities for all employees without regard to race, gender, color, religion, sexual orientation, age, national origin, citizenship status, handicap, disability, genetics, whistle blower status, caregiver status or veteran status. This policy covers all employee recruiting, hiring, promotion, demotion, and all other conditions of employment. It also covers the administration of all assistance programs, and all company-sponsored social and recreational events and related programs.

It is the responsibility of every officer and supervisor to ensure that equal employment opportunity and nondiscrimination exists within every component of Samson Growth. All job openings created by expansion or vacancy will be filled by the most qualified applicant. Interviews will be open to all persons without regard to race, gender, color, religion, sexual orientation, age, national origin, citizenship status, handicap, disability, genetics, whistle blower status, caregiver status or veteran status. The decision to fill any vacancy or new position will be made without regard to race, gender, color, religion, sexual orientation, age, national origin, citizenship status, handicap, disability, genetics, whistle blower status, caregiver status or veteran status except where a bona fide occupational qualification truly exists. Whenever possible, openings will first be offered within Samson Growth before consideration is given to outside applicants.

Samson Growth is a covered employer under the American with Disabilities Act (ADA) and fully supports both the public accommodations and employment provisions of the ADA. Any employee who feels he or she is a qualified person under the ADA and requires some modification and/or adjustment to the work environment in to be able to perform essential

job functions should contact the CEO of Samson Growth. Upon receipt of notice, a discussion will be held with the employee and reasonable efforts will be made to accommodate an employee needing assistance in this regard.

All programs dealing directly or indirectly with compensation, employee benefits, training, and educational assistance will be administered in accordance with the requirements of each individual program without regard to race, gender, color, religion, sexual orientation, age, national origin, citizenship status, handicap, disability, genetics, whistle blower status, caregiver status or veteran status or any characteristic protected by state or federal law.

Employees who believe they have been subject to prohibited discrimination should immediately report the incident to their supervisor or the CEO. Complaints are investigated immediately and handled as confidentially as possible. Samson Growth ensures that employees following this complaint procedure are protected against illegal retaliation. Any employee who believes they have been subject to retaliation should make an immediate report to the supervisor or the CEO. Any reported violations of EEOC, ADA, the United States Department of Labor (USDOL), Occupational Safety and Health Administration (OSHA), or the Samson Growth Regulatory Compliance Program are promptly investigated. Employees found to have engaged in discriminatory conduct or harassment are subject to immediate disciplinary action, including possible termination of employment. All remedies sought in such cases are at the discretion of Samson Growth's Management. If an employee is not satisfied with the handling of a complaint or the action taken by Samson Growth, then the employee should bring the complaint to the next higher level of authority set forth in the "Problem Resolution" section of this Employee Guidebook. In all cases, the employee will be advised of the findings and conclusion.

#### ACCOMMODATING INDIVIDUALS WITH DISABILITIES

It is the policy of Samson Growth to comply with federal and state laws concerning the employment of individuals with a disability. Accordingly, it is the policy of Samson Growth

not to discriminate against qualified individuals who have a disability with respect to selection and hiring, advancement, termination, compensation, training, or other terms, conditions, and privileges of employment. Further, Samson Growth reasonably accommodates qualified individuals with a disability so that they can perform the essential functions of a job. Offers of employment may be conditioned on completion of a medical examination, to ensure that the person can perform the job's essential functions with reasonable accommodation, if necessary. This medical examination is given by an Occupational Practicing Licensed Health Care Professional (PLHCP) after a conditional employment offer is made and before the commencement of employment. The only information Samson Growth will be provided after that examination is whether the person is cleared, not cleared, or cleared with restrictions. No personal medical or health history information will be provided to Samson Growth. Failure to submit to or complete a medical examination performed by a PLHCP is viewed as rejection of the offer of employment. An individual who cannot be reasonably accommodated for a job, without undue hardship, will not be selected for that position. All employees are required to comply with safety regulations. If an applicant's physical or medical condition poses a direct threat to the health or safety of individuals in the workplace and this threat cannot be eliminated by reasonable accommodation, the individual will not be hired. Current employees who have a physical or medical condition that poses a direct threat to the health or safety of themselves or others in the workplace are placed on appropriate leave. The CEO is responsible for implementing this policy, including resolution of reasonable accommodation, safety, and undue hardship issues. Samson Growth provides individuals with disabilities the reasonable accommodations they need to interview. Interviews should be held in offices or conference rooms that are private and easily accessible to individuals with disabilities.

#### BUSINESS ETHICS AND CONDUCT

The successful business operation and reputation of Samson Growth is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for dependability and excellence requires careful observance of the spirit and letter of all



applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of Samson Growth is dependent upon our customers' trust and we are dedicated to preserving that trust. Personnel owe a duty to Samson Growth, its customers and its vendors, to act in a way that will merit the continued trust and confidence of the public.

Samson Growth will comply with all applicable laws and regulations and expects its owner, officers, employees, and contractors to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on the Samson Growth shared beliefs, values, morals, and ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor and, if necessary, with the CEO for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every Samson Growth employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including termination of employment.

#### CONFLICT OF INTEREST POLICY

It is the responsibility of every user to know these guidelines and policies, and to conduct their activities accordingly. Samson Growth LLC Management is responsible for ensuring that this procedure is followed, remains consistent with current practices, and is reviewed and updated as necessary, and ensuring all employees are appropriately trained.

All employees have a duty to further the company's aims and goals, and to work on behalf of its best interest. Employees should not place themselves in a position where their actions or personal interests may conflict with those of Samson Growth LLC. All employees must read and execute a "Samson Growth LLC Restrictive Covenants Agreement".

Examples include soliciting or profiting from the company's client or prospect base or other company asset for personal gain; acting on behalf of Samson Growth in servicing or obtaining a client, and limiting the best solution for the client or prospect for personal financial gain; and acting as director, officer, employee or otherwise for any business or institution with which Samson Growth has a competitive or significant business relationship without the written approval of the CEO, except:

Casual entertainment or gifts of less than \$50 in value consistent with accepted business practice; and Loans from financial institutions on prevailing terms and conditions.

Employees should report to their supervisor any situation or position (including outside employment by an employee or any member of an employee's immediate household) which may create a conflict of interest with Samson Growth. If an employee wishes to engage in employment or business activity outside his/her employment with Samson Growth LLC, the employee must first disclose to Samson Growth LLC the nature and extent of the proposed employment or business activity and obtain the CEO's written approval. Approval will only be withheld if Samson Growth LLC reasonably determines that the employee's proposed outside employment or business activity could conflict or compete with the interests of Samson Growth LLC.

Samson Growth will consider a member of an employee's immediate family for employment if the applicant possesses all the qualifications for employment for the position. An immediate family member may not be hired, however, if:

- the employment would create either a direct or indirect supervisor/subordinate relationship with a family member; or

- create an actual conflict of interest or the appearance of a conflict of interest.

These criteria will also be considered when assigning, transferring or promoting an employee. For purposes of this policy, “immediate family” includes the employee’s spouse, brother, sister, mother, father, stepmother, stepfather, children, stepchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law and any other member of the employee’s household.

Employees who marry or become members of the same household may continue employment if there is not:

- a direct or indirect supervisor/subordinate relationship between the employees; or
- an actual conflict of interest or the appearance of a conflict of interest.

Should one of the above situations occur, Samson Growth will attempt to find a suitable position within the company to which one of the affected employees may transfer. If accommodations of this nature are not feasible, the affected employees will be permitted to determine which of them will resign. Should two employees become romantically involved, they must notify their supervisor(s) immediately. When this occurs, the supervisor(s) will handle as if they had become married or members of the same household.

Failure to adhere to this policy, including failure to disclose any conflicts or to seek an exception from the Samson Growth CEO as provided above, may result in discipline, up to and including termination.

#### EMPLOYMENT TERMINATION

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- **Resignation** - voluntary employment termination initiated by an employee.

- **Termination** - involuntary employment termination initiated by the organization.

- **Retirement** - voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

Since employment with Samson Growth is based on mutual consent, both the personnel and Samson Growth have the right to terminate employment at will, with or without cause, at any time. Personnel who leave Samson Growth receive their final pay on the next paycheck to be issued (if possible). Exit interviews with any departing personnel may be conducted by his/her supervisor and a member of senior management. Employees on or before their last day of work must return all Samson Growth property. Damage to any item entrusted to the employee, beyond normal usage, may be deducted from the employee's final paycheck. No final paycheck will be dispersed until all Samson Growth property has been accounted for, inspected, and determined to be in acceptable working order.

#### EXTERNAL SOLICITATIONS & DISTRIBUTION RESTRICTIONS

To ensure a productive and harmonious work environment, persons not employed by Samson Growth may not solicit or distribute literature in the workplace at any time for any purpose. Samson Growth recognizes that personnel may have interests in events and organizations outside the workplace. However, personnel may not solicit or distribute literature concerning these activities during working hours. (Working hours does not include lunch periods, work breaks, or any other periods in which personnel are not on duty.)

Examples of impermissible forms of solicitation include:

- The circulation of petitions;
- The distribution of literature not approved by the employer; and,
- The solicitation of memberships, fees, or dues

If personnel have a message of interest to the workplace, they may submit it to the CEO for approval and distribution of all approved messages.

## HEALTH AND SAFETY

To assist in providing a safe and healthy work environment for employees, customers, and visitors, Samson Growth has established a workplace safety program. This program is a top priority for Samson Growth. The CEO and the Director of Facilities have the responsibility for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

All personnel are expected to obey safety rules and to exercise caution in all work activities. Personnel must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment. All remedies sought in such cases are at the discretion of Samson Growth.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, personnel should immediately notify the appropriate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

## EMPLOYMENT ELIGIBILITY

Samson Growth is committed to employing only those persons authorized to work in the United States in compliance with the Immigration Reform and Control Act of 1986. Each newly hired employee must complete the Employment Eligibility Verification Form I-9 and present acceptable documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with Samson Growth within the past three years, or if their previous I-9 is no longer retained or valid. If at any time you acquire information that someone employed by Samson Growth is not authorized to work in the United States, that information should be immediately provided to your supervisor or the CEO. Harboring an undocumented immigrant is a crime. Employees with questions or seeking more information on

immigration law issues are encouraged to contact the CEO. Employees may raise questions or complaints about immigration law compliance without fear of discrimination or reprisal.

#### NON-DISCLOSURE POLICY

The protection of confidential business information and trade secrets is vital to the interests and the success of Samson Growth. Such confidential information includes, but is not limited to, the following examples:

- Customer lists
- Compensation data
- Recruitment plans
- Computer programs and codes
- Financial information
- Marketing strategies
- Research and development strategies
- Technological data
- Strategic plans
- Intellectual Property

Personnel who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information, at the sole discretion of Samson Growth. All remedies sought in such cases are at the discretion of Samson Growth.

All employees must read and execute a “Samson Growth, LLC Restrictive Covenants Agreement”.

#### REGULATORY COMPLIANCE

All duties and responsibilities performed in the production of Samson Growth products will conform to all written internal and external expectations, including but not limited to:

- Compliance with the recommendations set forth by the Alabama Medical Cannabis Commission (AMCC);
- Compliance with the recommendations set forth by the Alabama Food Code and applicable FDA regulations and guidance;
- Compliance with all applicable regulatory considerations as put forth by the Samson Growth Regulatory Compliance Department;
- Compliance with all applicable state and federal Department of Agriculture regulations;
- Compliance with all state and federal Occupational Safety and Health Administration (OSHA) regulations;
- Compliance with all applicable state and federal Environmental Protection Agency (EPA) regulations;
- Compliance with all applicable state and federal Department of Transportation (DOT) regulations;
- Compliance with all Samson Growth Standard Operating Procedures (SOPs) and Sanitization Standard Operating Procedures (SSOPs);
- Documenting appropriate production and tracking forms and logs if required by job responsibilities;
- Wearing all personal protective equipment (PPE) while in food production areas when producing food grade ingredients, including but not limited to:
  - Hair net
  - Beard net
  - Gloves
  - Protective clothing, if applicable (lab coat, smock, apron, or scrubs).
  - Organic vapor respirator, when applicable (if in direct proximity to solvent fumes).
  - Safety goggles or glasses (all solvent work, all extraction work).



- Washing hands prior to entering or returning to the productions area, after each restroom
- visit, after each break or lunch, between glove changes, and between procedure changes.
- Hand washing facilities are provided in each production room.
- Not using smokeless, smoked, or vaporized tobacco products in food production areas, and
- only using them in designated areas.
- Not eating, chewing gum, or drinking in the cultivation, or processing areas.
- Accepted personal hygiene practices are required in all cultivation and processing areas. If a question
- arises regarding accepted personal hygiene practices, please discuss with your direct
- supervisor.

Failure to do so may result in:

Minor offenses will be documented in the form of a warning that documents the nature of the offense and any corrective action taken. Multiple warnings can result in suspension, suspension without pay, and dismissal. All remedies sought in such cases are at Samson Growth's discretion. Egregious offenses may result in suspension without pay or immediate dismissal. All remedies sought in such cases are at Samson Growth's discretion.

## EMPLOYEE BENEFITS

### BENEFITS DISCLAIMER

We are actively exploring and working on the benefits package options. As a new company, it is difficult to get the best possible packages for our employees. In speaking with providers of benefits, we have learned that better options become available to us when we have a larger employee pool. Over the course of the next year, we will be hiring many

individuals, which will open up these better options to us. We hope to have benefits—including health insurance, 401k, and other services—in our first year of operations. We will continue to explore these options in light of our hiring pace, and therefore cannot guarantee that we will be able to provide full benefits to every employee within our goal of the first year of operations, though we do feel confident that we will provide them for all employees in year two of operations.

We truly want to find the benefits package that will best serve our employees. If you are interested in assisting our search for the best options, please contact our HR Manager.

#### WORKER'S COMPENSATION INSURANCE

Worker's compensation insurance is provided at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, worker's compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately. Personnel who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor a work-related injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. If a supervisor is not notified of the incident, there is a possibility that the injury will not be covered as a worker's compensation claim. Samson Growth has instituted a Light Duty Work Program for all employees injured on the job and assigned restricted duty by the Occupational Medical Clinic Practicing Licensed Healthcare Professional (PLHCP). This is to provide the injured employee with an early return to work opportunity to help both the employee and the employee's families maintain their normal standard of living and is a benefit we are happy to provide our employees as they physically work themselves back into their regular job duties and functions.

A Light Duty Work Program will simply mean that when an employee is injured at work and their authorized workmen's compensation occupational PLHCP recommends that he/she return to work with physical limitations – that would not normally allow them to

perform the essential duties of their regularly assigned full duty job – then there will be work at Samson Growth that is within the restrictions provided by the PLHCP.

This program is designed with the involvement of our worker's compensation carrier, to provide a temporary opportunity to those employees who would not otherwise be able to perform their normal work assignment due to the on-the-job injury. Personnel who perform modified work shall continue to be eligible to receive "temporary partial" Worker's Compensation benefits as applicable under the State Worker's Compensation law, minus the modified work compensation.

In most cases, personnel will simply report for modified work at the same time and on the same days he/she normally regularly works. Personnel will report to work under the direction of a designated supervisor. Modified duty work is work that is to be provided on a temporary basis and may not be within the full duty job classifications normally offered. It may include such tasks as simple cleaning, administrative work, inventory, etc. It is the responsibility of each affected personnel to submit to the CEO the written orders from the workman's compensation PLHCP. That release may include restrictions and refer to "modified work." This is to be brought to the CEO immediately upon receiving it. Samson Growth will consider the specific limitations that the treating workmen's compensation physician assigns to the employee for the assignment of modified duty tasks. Samson Growth will attempt to reasonably accommodate, if possible, the temporary restriction imposed by the workmen's compensation physician. This may not be possible in all cases and approval of the worker's compensation carrier will be necessary.

Personnel performing modified work shall receive temporary partial benefits from the worker's compensation carrier as determined by the Alabama workmen's compensation statute. Employees performing modified work shall be subject to all Samson Growth policies and Samson Growth reserves the right to discontinue an employee's participation if in 60 days it is determined that the program is not assisting the employee in returning to fully performing the duties for which the employee was hired to perform, presents a safety concern, or for any other reason within Samson Growth's discretion.

## WORKPLACE CONDUCT

### GENERAL CELLULAR PHONE POLICY

Samson Growth is committed to achieving the highest performance in occupational health and safety with the aim of creating and maintaining a safe and healthy working environment.

Consistent with this Samson Growth accepts that use of cell phones and other portable communication devices (PCD) while operating any sort of equipment or machinery, mobile or stationary, can create an unsafe condition in which your mind is not on task and therefore a significant hazard. Because of this fact, the use of cell phones and PCD's while operating any equipment or machinery (mobile or stationary) is prohibited.

All Samson Growth employees, contactors and visitors to the site are required to adhere to the following policies and MUST be informed of the policy, their responsibilities and the consequences of policy breaches.

- Cell phones and PCD's are not permitted to be out in the open or visible within the manufacturing or operational area unless you are directly engaged in Samson Growth business.
- You must be stationary and away from operating equipment while using a cell phone or PCD for company business while in the plant or warehouses.
- Walking in the plant or on Samson Growth site properties while using a cell phone or PCD is prohibited. The only Exception to this is in front of the building.
- Cells phones and PCD's can be used while on break in break areas, administrative office(s), designated smoking areas or off site.

Violations of this policy will be cause for disciplinary action up to and including termination.

While at work employees must exercise the same discretion in using personal cell phones as for the use of Company phones. Personal calls during the work hours, regardless of the phone used can interfere with employee safety, productivity and be distracting to others. All employees are asked to make personal calls during breaks and meal periods and to ensure that friends and family members are aware of this policy. Flexibility with cell phones will be provided in circumstances demanding immediate attention.

In situations where Samson Growth business is being conducted, employees may use their phone to take pictures and/or videos. In addition, the filming of videos and/or the taking of pictures with cameras and/or cell phones as well as voice recording using such devices is not permitted on Samson Growth premises without prior written authorization from the CEO. Each request for approval must state the location, date and type of special event. Written authorization must be kept with the employee at the time the videos and/or pictures are taken. Employees are asked to ensure that friends and family members are aware of this policy. The Company is not responsible for lost, stolen or damaged personal cell phones.

Personal cell phones may only be used on breaks. They are only to be used in the break areas, administrative office(s), designated smoking areas or off site. At all other times they must be turned off. **Cell phones will not be used on forklifts at any time.** Family members should be instructed to call the CEO at (318)-422-5167 in the event of an emergency where they must reach an employee.

Radios, IPODS, and CD players are permitted so long as the privilege is not abused and does not interfere with the productive aspects of the business. All personal radios and boom boxes must be removed from the facility. Headphones are not allowed to be worn while in the facility. If an employee is seen with a Bluetooth in their ear or texting, listening to music, playing games, talking, or any other possible use of a cellular telephone or PCD while in production or maintenance areas of the facility the employee will be subject to disciplinary action. Violating this policy may result in the employee being sent home for

their shift or terminated for repeated offense. Supervisors are permitted to use their cell phones in production and maintenance areas for work purposes only.

#### DISCIPLINARY ACTION POLICY

Rules of conduct and certain procedures are necessary to promote and maintain an efficient working environment and fair and equitable treatment of all personnel. Every situation cannot be covered by a written rule, and in some situations common sense rules of conduct shall apply. Rules are based upon health, safety, and the necessity for maintaining efficient operations. It is personnel's responsibility to become acquainted with rules and to abide by them.

Samson Growth has the right, and duty, to discipline or terminate personnel to protect the safety and morale of all employees, and to insure the continued high standard and product quality of Samson Growth. All remedies sought in such cases are at the discretion of Samson Growth.

As previously noted, all employment with Samson Growth is "at-will" and may be terminated by the employee or Samson Growth at any time, with or without prior notice, or with or without cause. The procedure by which discipline, short of termination, may be administered is as follows:

**First Offense - Verbal Warning** – This warning is documented either by written form or by e-mail and placed in the employee's personnel file record.

**Second Offense** – Counseling session and written warning, stating the specific problem along with the expected changes. This meeting is documented and placed in the employee's personnel file as a written warning. The employee will be requested to sign an Acknowledgement of Receipt even though they may disagree with the warning and are encouraged to note their disagreement on the warning notice. Refusal to sign the Acknowledgement of Receipt is considered insubordination. Insubordination can or may

constitute an additional offense. After a meeting between the employee and supervisor, this notice may also be delivered and acknowledged by e-mail.

**Third Offense - Final Warning Notice** – This notice states that termination will be the next administrative action. Discipline may include an unpaid suspension for a period of one to five days or longer at the discretion of Samson Growth. The employee reads this notice and signs it. The same steps are to be followed as noted above in the “Second Offense.”

**Fourth Offense** – Employee may be terminated without another warning if the same problem occurs within six months of the Final Warning Notice. Under certain instances of misconduct, termination would be immediate, regardless of the nature of the offense. Samson Growth reserves the sole right to make all decisions concerning the nature and severity of discipline up to and including termination. All remedies sought in such cases are at the discretion of Samson Growth.

#### DRESS CODE POLICY

It is vital to the continued success of Samson Growth to conduct its affairs in a professional manner. Therefore, Samson Growth prohibits the wearing of offensive clothing during work hours that, in management’s sole opinion, is inappropriate and not in keeping with Samson Growth image. The wearing of work uniforms is an acceptable practice.

All Samson Growth employees are expected to wear clothing that is appropriate for their job and work site. Clothing and appearance should be neat, clean, in good business taste, and should not constitute a safety hazard. Non-production employees will be expected to dress “business casual” attire. If a non-production employee must enter either the laboratory or production areas, they will be expected to comply with the same guidelines as employee who work in those areas. Visitors of Samson Growth must wear closed toe shoes. Feet must be covered in their entirety. All persons approved for touring facilities must wear clothing and applicable PPE for those areas. Exceptions may be requested and based upon a medical or health condition. The request must be reviewed and approved by the CEO.

## E-MAIL PROCEDURES

All electronic mail (E-mail) correspondence is the property of Samson Growth. Personnel E-mail communications are not considered private despite any such designation either by the sender or the recipient. Samson Growth reserves the right to monitor its E-mail system - including all personnel mailboxes - at its discretion in the ordinary course of business. Please note that in certain situations, Samson Growth may be compelled to access and disclose messages sent over its E-mail system. The existence of passwords and "message delete" functions does not restrict or eliminate the Samson Growth ability or right to access electronic communications. Personnel shall not share an E-mail password, provide E-mail access to an unauthorized user, or access another user's E-mail box without authorization. Personnel shall not post, display or make easily available any access information, including, but not limited to, passwords. Messages sent to recipients outside of Samson Growth, if sent over the Internet and not encrypted, are not secure. Sending of jokes is not considered an appropriate use of the Samson Growth E-mail system. Offensive, demeaning or disruptive messages are prohibited. This includes, but is not limited to, messages that are inconsistent with the Samson Growth "Professional Conduct Policy and Prohibition Against Harassment." Any employee who violates this policy shall be subject to discipline, up to and including termination. All remedies sought in such cases are at the discretion of Samson Growth.

## INTERNAL SOLICITATIONS AND DISTRIBUTION RESTRICTION

Samson Growth electronic communications systems are intended to be used only for business purposes. Nonbusiness mass e-mailings, the downloading of massive documents, massive attachments or otherwise unduly burdening the computer system are all prohibited. Samson Growth reserves the right to access e-mails to inspect them to ensure compliance with its policy. Any abuse of this privilege may result in disciplinary action. All remedies sought in such cases are at the discretion of Samson Growth. Under no



circumstances shall personnel use Samson Growth electronic communications to promote or solicit money for or memberships in any outside organization, including, but not limited to, social, civic, business, union, trade, and community groups. Certain Samson Growth sponsored charities are our exception.

#### INTERNET POLICY

Company computers, computer files, the e-mail system, Internet access and the software furnished to employees are company property. While use of the computer, e-mail, and Internet is intended for job related activities, incidental and occasional brief personal use is permitted within reasonable limits, so long as it does not interfere with the employee's work.

Samson Growth specifically prohibits the use of computers (including Internet access) and the e-mail system in ways that are disruptive, offensive to others or harmful to morale, including sexually explicit messages, images and cartoons, ethnic slurs, racial comments, off-color jokes or anything that could be construed as harassment or shows disrespect for others, defames or slanders others, or otherwise harms another person or business.

Employees may not access the Internet to log onto any Web sites that contain any such material, including any pornographic Web site, or any Web site that contains any discriminatory message, or disparages any group. Employees may not use computers or the e-mail system for commercial messages of any kind or for messages of a religious or political nature, chain letters, solicitations, gambling or other inappropriate usage. E-mail and Internet access should be used in such a way that all transmissions, whether internal or external, are accurate, appropriate, ethical and lawful.

Illegal duplication of software or violation of copyright laws by the duplication or sharing of software, or the distribution of copyrighted material, is strictly forbidden. Also, an employee should not use a password, access a file or retrieve a stored communication that is not normally accessible to that employee. In order to enforce these policies, computer, Internet and e-mail usage may be monitored by the company, including retrieving and

reading e-mail messages and other computer files, and monitoring of Internet traffic. Therefore, e-mail messages and other use of the company's computers is not confidential, and even though you may be issued a private password or other private access code to log into the computer, you should have no expectation of privacy with regard to your use of the system.

Employees should immediately notify their supervisor or manager of any violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

#### OUTSIDE EMPLOYMENT

If an employee wishes to engage in employment or business activity outside his/her employment with Samson Growth LLC, the employee must first disclose to Samson Growth LLC the nature and extent of the proposed employment or business activity and obtain the CEO's written approval. When approval is granted, personnel may hold outside jobs as long as they meet the performance standards of their job with Samson Growth. If Samson Growth determines that any personnel's outside work interferes with performance or the ability to meet the requirements of Samson Growth as they are modified from time to time, the personnel may be asked to terminate the outside employment if he or she wishes to remain employed with Samson Growth.

Outside employment that constitutes a conflict of interest is prohibited. Personnel may not receive any income or material gain from individuals outside Samson Growth for materials produced or services rendered while performing their jobs functions as Samson Growth personnel. Notify your supervisor if you hold an outside job. All remedies sought in such cases are at the discretion of Samson Growth.

#### USE OF EQUIPMENT AND VEHICLES

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using company property, personnel are expected to exercise care,

perform required maintenance, and follow all operating instructions, safety standards, federal, state, and municipal regulations, and Samson Growth guidelines.

Please notify your direct supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair, immediately upon discovery. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to personnel or others. Your direct supervisor can answer any questions about personnel responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles can result in disciplinary action, up to and including termination of employment. All remedies sought in such cases are at the discretion of Samson Growth.

#### SECURITY INSPECTIONS

Samson Growth wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, Samson Growth prohibits the possession, transfer, sale, or use of such materials on its premises, in its vehicles, or on its project sites. Samson Growth requires the cooperation of all personnel in administering this policy.

Desks, lockers, tool boxes, company vehicles, and other storage devices may be provided for the convenience of employees but remain the sole property of Samson Growth. Accordingly, any agent or representative of Samson Growth can inspect them, as well as any articles found within them, at any time, either with or without prior notice. All employees must read the Samson Growth LLC Drug/Alcohol Policy and execute the Samson Growth LLC Drug and/or Alcohol Testing Consent Form.

#### WORKPLACE VIOLENCE PREVENTION

Samson Growth is committed to preventing workplace violence and to maintaining a safe work environment. The ability to work cooperatively with co-workers, customers and the

general public is an essential job function for every employee of Samson Growth. Given the increasing violence in society in general, Samson Growth has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All personnel should always be treated with courtesy and respect. Personnel are expected to refrain from fighting, horseplay, or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of Samson Growth or its jobsites. This is to include any and all firearms carried in an employee's vehicle.

Conduct that threatens, intimidates, or coerces a coworker, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, national origin, religion, disability or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening.

Samson Growth will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace

safety and the integrity of its investigation, Samson Growth may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment. All remedies sought in such cases are at the discretion of Samson Growth.

Samson Growth encourages employees to bring their disputes or differences with other employees to the attention of their supervisor or the CEO before the situation escalates into potential violence. Samson Growth is eager to assist in the resolution of employee disputes and will not discipline employees for raising such conclusions.

## GENERAL PRACTICE

### ACCESS TO PERSONNEL FILES

Samson Growth maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, industrial hygiene monitoring data, medical data, and other employment records. Personnel files are the property of Samson Growth, and access to the information they contain is restricted. Only management personnel of Samson Growth who have a legitimate reason to review information in a file are allowed to do so. Personnel who wish to review their own file should contact the CEO.

### ACCOUNTABLE PLAN POLICY

The following expenses shall be reimbursed if pre-approved by Samson Growth Management unless otherwise indicated:

- Travel expenses, including rental vehicle, mass transportation, airline travel, parking fees, lodging and meals, in
- accordance with the separate Travel Expense Policy.
- Moving expenses, up to a maximum amount pre-approved, that meet the IRS Rules and Regulations for deductible
- moving expenses.
- Entertainment expenses, up to a maximum amount pre-approved, that meet the IRS Rules and Regulations for deductible entertainment expenses will be reimbursed as nontaxable income. Those amounts that do not meet the definition of deductible entertainment expenses can be reimbursed as taxable income.

Any expense considered ordinary and necessary under the IRS Rules and Regulations for which pre-approval for purchase was given. Pre-approved expenses include expenses already approved by budget and a blanket approval for an individual to make purchases for a particular project or function. If an individual is unsure of whether pre-approval has been given for a certain expense item, the individual must request pre-approval for that particular expense or it may not be reimbursed. Any expense under \$100 considered ordinary and necessary under the Rules and Regulations of the IRS for which pre-approval for purchase was not given, but time was of the essence or convenience was a factor.

Samson Growth Management reserves the right to remove an individual's ability to make purchases on behalf of the company for any individual who abuses this policy.

All of the following requirements must be met for an expense to be reimbursed:

- A receipt must accompany every reimbursement request. A credit card statement or credit card receipt does not suffice. The receipt must have an itemized list of purchases, and only those items that meet all of the requirements of this policy are reimbursable as non-taxable income.

- The expense must have a business connection. In other words, the expense must have been incurred or paid while performing services for Samson Growth. A statement explaining the business connection must be included with the receipt along with a date and location if those items are not already included on the receipt.
- The expense must be reported in a reasonable amount of time. No expense will be reimbursed as non-taxable income if it is not reported after 60 days from when the expense is incurred or paid, whichever is later.
- Employees shall report expenses for each month by the 14th day of the prior month. Reimbursement will be made by the 30th day of the reporting month.
- All other parties must report expenses within the 60-day time period and reimbursement will be made within 30 days after reporting.

Advances shall be reimbursed as follows:

- An overpayment for an advance of expenses must be returned within 120 days after the expense was paid or incurred. If an overpayment is not repaid within this time frame, it will be accounted as taxable income.
- If a fixed amount is paid by Samson Growth to cover a deductible business expense, the portion for which receipts are provided will be accounted as non-taxable income and the amounts for which receipts are not provided will be accounted as taxable income.

If Management approves an expense that is not deductible for business purposes, and a reimbursement is issued, the amount of the reimbursement will be accounted as taxable income.

The IRS Rules and Regulations on accountable plans, non-accountable plans, deductible travel expenses, deductible moving expenses, deductible entertainment expenses, and other ordinary and necessary business expenses are dynamic and are constantly changing by statute and case law. As such, this Policy will automatically change, without

Management Approval, upon any change in the IRS Rules and Regulations that would render this policy a Nonaccountable Plan or change the taxable nature of a specific expense item. Samson Growth Accounting will be responsible for amending the Policy and issuing the new policy to all users within a reasonable time period.

#### BUSINESS TRAVEL EXPENSES

Samson Growth is a growing company in an industry that is heavily scrutinized. Consequently, all employees should exercise judgment when incurring any expense and incur only those costs that are necessary and appropriate to carry out company business. Reimbursement will not be paid for commuting between home and the office. For business travel, reimbursement may be paid at the rate currently approved by the Internal Revenue Service plus any applicable tolls (with supporting receipts). Reimbursement will be paid for job-related travel purchases if and only if valid supporting receipts are furnished to your supervisor within **two weeks** in which the purchase is made. Please reference the Accountable Plan Policy.

#### CLASSIFICATIONS OF EMPLOYMENT

For purposes of pay and salary administration, and eligibility for overtime payments and employee benefits, Samson Growth classifies its employees as follows:

- **Full-time regular employees.** Employees who are reasonably expected as of the time of hire to work a normal, full time, 40-hour workweek on a regular basis. A work week is defined as a period of seven consecutive 24-hour days beginning on Monday and ending on Sunday at 11:59PM. Such employees may be "exempt" or "nonexempt" as defined below.
- **Part-time regular employees.** Employees who are reasonably expected as of the time of hire to work fewer than 30 hours per week on a regular basis. Such employees may be "exempt" or "nonexempt" as defined below.
- **Temporary employees.** Employees who are reasonably expected as of the time of hire to work fulltime or parttime on the Samson Growth payroll with the understanding that their employment will be terminated no later than



on completion of a specific assignment. (Note that a temporary employee may be offered and may accept a new temporary assignment with Samson Growth and thus still retain temporary status.) Such employees may be "exempt" or "nonexempt" as defined below. (Note that employees hired from temporary employment agencies for specific assignments are employees of the respective agency and not of Samson Growth).

- **Variable Hour Employees.** Based on the facts and circumstances on the date the employee starts work it cannot be determined that the employee is reasonably expected to work on an average of at least 30 hours per week.
- **Nonexempt employees.** Employees who are required to be paid overtime at the rate of time and one half (i.e., one and one-half times) their regular rate of pay for all hours physically worked beyond 40 hours in a workweek, in accordance with applicable federal wage and hour laws.
- **Exempt employees.** Employees who are not required to be paid overtime, in accordance with applicable federal wage and hour laws, for work performed beyond forty hours in a workweek. Executives, professional employees, outside sales associates, commissioned and certain employees in administrative positions are typically exempt.

You will be informed of your initial employment classification during your orientation session. If you change positions during your employment as a result of a promotion, transfer, or otherwise, you will be informed by your supervisor of any change in your exemption status. If at any time an hourly paid or salaried employee has reason to believe that they have been misclassified, or that improper deductions have been made from their pay, or for any other reason they believe a mistake has been made concerning their compensation, it is your obligation to immediately bring the matter to the attention of the CEO. Samson Growth ensures that personnel who complain about pay practices, oppose any pay practice, or participate in the investigation of such inquires or complaints are protected against retaliation. No adverse employment actions are taken against personnel for opposing pay practices or participating in the investigation of complaints. Personnel

also are protected against retaliation when responding to questions during internal investigations. If you ever believe you have been subject to retaliation, in any form, it is your obligation to make an immediate report to the attention of the CEO who will promptly investigate the matter and give you a report of their findings.

Please direct any questions regarding your employment classification or exempt status to the attention of the CEO.

#### EMERGENCY CLOSINGS

Samson Growth does realize that the weather may at times prevent personnel from safely arriving at the workplace at the scheduled, designated time due to road conditions, flight delays, flight cancellations, etc. In such cases, Samson Growth expects and encourages all personnel to make their health and safety the top priority during the decision-making process. If you are unable to safely get to your work site, notify your direct supervisor by telephone. It is personnel's responsibility to know and maintain the direct supervisor or office's telephone number for circumstances such as this.

Please contact the CEO at 318-422-5167.

#### INTERVIEWING PROCEDURES

Samson Growth is committed to hiring the most qualified employees without regard to race, color, age, religion, national origin, gender, or disability. Accordingly, managers, supervisors, contract recruiters, and any other personnel involved in interviewing or communicating with job applicants must follow these interviewing procedures and avoid any form of discrimination, intentional or unintentional.

#### **Preliminary Interview Process**

The hiring manager/supervisor or designee generally conducts an initial review of all resumes and, if necessary, initial screening interviews on site or over the telephone. The

purpose of this initial screening is to select individuals with at least the minimum qualifications for the job. The resumes of those individuals are forwarded to the hiring supervisor who selects individuals for interviews. Applicants should never be asked to provide photographs. In preparation for an interview, the hiring supervisor should assemble:

- The candidate's resume and any references the candidate has provided;
- The current job description for the position being filled (**NOTE:** Job descriptions must be in writing and up-to-date before a job is posted or advertised and before any interviewing can begin); and
- A list of job-related questions that all applicants are asked.

#### JOB DESCRIPTION PROCEDURES

Samson Growth views the job descriptions prepared and maintained for every position in the organization as one of the most important documents in ensuring effective hiring practices and providing equal employment opportunity to all qualified individuals. The following provisions are designed to ensure the accuracy, completeness, timeliness, and fairness of the Samson Growth job description procedures.

### **Basic responsibilities and requirements**

Whenever a job vacancy occurs, the hiring manager/supervisor must thoroughly review and revise an existing job description or prepare a new description, if one does not exist by completing the New Employee Request Form. Additionally, as part of the organization's ongoing review process, the CEO can periodically request a manager's assistance in reviewing their department's or unit's job descriptions to ensure that they are accurate, complete, and up to date. Whenever possible, the reviewing manager should seek the input of a position's incumbent in reviewing the description's accuracy and completeness.

### **Identification of essential functions**

When preparing or reviewing a job description, the hiring manager/supervisor must identify all of the position's essential functions. In identifying a position's essential functions, it is important to focus on both the purpose of the position and the importance or significance of a particular function in achieving that purpose. No function should be listed as essential if incumbent employees do not perform the function either as a regular part of the job or on an occasional, critical-need basis. If doubt exists as to whether or not a function is essential, the CEO is responsible for advising and assisting the manager and making any final determination as to the essential nature of a particular function.

### **Changes and modifications in descriptions**

In reviewing a description for an existing position, managers, supervisors, and others involved in the process should be alert to the need to revise and update the description to reflect any changes or other modifications in the job's essential functions, as well as other changes in the job's duties, activities, or requirements, since the last description was prepared. The CEO is responsible for determining whether a job analysis of the position should be conducted to formally measure the position's requirements, activities, and responsibilities.

#### PERIODIC REVIEW OF DESCRIPTIONS

To ensure that the organization's descriptions are accurate and up-to-date, the CEO conducts regular periodic reviews of the accuracy and completeness of all job descriptions for positions within the organization. Both managers, supervisors, and incumbent personnel are expected to contribute to and cooperate with this review effort. Generally, this ongoing review is designed to ensure that the organization's job descriptions contain information that accurately reflects each position's functions, duties, responsibilities, purpose, working conditions, and reporting relationships as well as the knowledge, skills, and abilities required of incumbent employees.

#### OVERTIME

When operating requirements or other needs cannot be met during regular working hours, hourly personnel will be given the opportunity to volunteer for (and sometimes required to work) overtime work assignments.

All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all personnel qualified to perform the required work.

Overtime compensation is paid to all nonexempt employees in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked.

Time off on personal leave, vacation leave, holiday leave or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including possible termination of employment. All remedies sought in such cases are at the discretion of Samson Growth.

#### PAYROLL

Personnel are paid on a weekly basis. Samson Growth's pay weeks begin on Thursday and end on Wednesday of each week. Each paycheck will include earnings for all work performed through the end of the previous payroll period. Payment is made through checks or automatic deposit into a bank of the employee's choice.

If an error is made on a paycheck for any reason, every effort will be made to correct it on the next paycheck. In the event of a significant error, the CEO has authority to order that an immediate corrective check be issued to the employee to abate the issue.

#### PERFORMANCE EVALUATION

Personnel are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Additional formal performance evaluations are conducted to provide management, supervisors, and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, opportunities for improvement, and positive, purposeful approaches for meeting goals.

Performance evaluations may be scheduled at the end of the first 90 days and approximately every 12 months, coinciding generally with the anniversary of the employee's original date of hire or change in position held. This schedule is subject to modification at the discretion of Samson Growth.

Performance evaluations shall be based on each personnel's written work practices. Compliance and noncompliance with each written work practice will be the basis for each evaluation. Opportunities for improvement identified and coaching opportunities that lead to continuous improvements delivered using "Positive Re-Enforcement" are recommended.

#### PERSONNEL DATA CHANGES

It is the responsibility of all personnel to promptly notify Samson Growth of any changes in personal data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational

accomplishments, and other such status reports should be accurate and current at all times. If any personal data has changed, notify the CEO.

#### PROBATIONARY PERIOD

The probationary period is intended to give new personnel the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. Samson Growth uses this period to evaluate new personnel capabilities, work habits, and overall performance. Either the new personnel or Samson Growth may end the employment relationship at will at any time during or after the probationary period, with or without cause or advanced notice.

All new and rehired personnel work on a probationary basis for the first ninety (90) calendar days after their date of hire. Personnel who are promoted or transferred within Samson Growth must complete a second probationary period of the same length with each reassignment to each new position. Should an unforeseen extended absence occur during the probationary period, the probationary period will automatically lengthen by the length of the absence. If Samson Growth determines that the designated probationary period does not allow sufficient time to thoroughly evaluate the personnel's performance, the probationary period may be extended for a specified period.

Upon satisfactory completion of the initial probationary period, employees enter the "regular" employment classification.

#### PROBLEM RESOLUTION

Samson Growth is committed to providing the best possible working conditions for its personnel. Part of this commitment is encouraging an open atmosphere in which any problem, complaint, suggestion, or question receives a timely response from Samson Growth management.

Samson Growth strives to ensure fair and honest treatment of all personnel. All personnel are required to treat each other with mutual respect. Personnel are encouraged to offer positive and constructive criticism in the spirit of coaching and continuous improvement.

If any personnel disagree with established rules of conduct, policies, or practices, they may express their concern through the problem resolution procedure. No personnel will be penalized, or retaliated against, formally or informally, for voicing a complaint with Samson Growth in a reasonable, business-like manner, or for using the problem resolution procedure.

If a situation occurs when any personnel believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps. Personnel may discontinue the procedure at any step.

- Personnel presents the problem to their immediate supervisor. If supervisor is unavailable or personnel believes it would be inappropriate to contact that person, personnel may present problem to their supervisor's manager or department head.
- Supervisor responds to problem during discussion or after consulting with appropriate management, when necessary. Supervisor documents discussion.
- Personnel presents problem to the CEO if problem is unresolved.
- The CEO counsels and advises personnel, assists in putting problem in writing, visits with manager(s), and, if necessary, directs personnel to the Owner for review of problem.
- Personnel presents problem to the CEO in writing. The CEO reviews and considers problem and then informs personnel of decision in writing
- If personnel are still not satisfied with the response, the problem may be presented to the Owner in person, who has full authority to make any adjustment deemed appropriate to resolve the problem.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems personnel and management develop



confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment. By utilizing this suggestion and problem resolution procedure, we can avoid unresolved problems that may affect our ability to serve others.

#### REFERENCE CHECKS

To ensure that individuals who join Samson Growth are well qualified and have a strong potential to be productive and successful, it is the policy of Samson Growth to check the employment references of all applicants.

The CEO will respond to all reference check inquiries from other employers. Responses to such inquiries will confirm only dates of employment and position(s) held.

#### RESIGNATION

Resignation is a voluntary act initiated by personnel to terminate employment with Samson Growth. Although advance notice is not required, Samson Growth requests at least two week's written resignation notice from all personnel.

If personnel do not provide advance notice as requested, the personnel may:

- Be considered ineligible for rehire; and/or
- Forfeit earned bonuses, if any exist.

Employees on or before their last day of work must return all Samson Growth property. Damage to any item entrusted to the employee, beyond normal usage, may be deducted from the employee's final paycheck. No final paycheck will be dispersed until all Samson Growth property has been accounted for, inspected, and determined to be in acceptable working order.

#### REST AND MEAL PERIODS

Each workday, exempt and nonexempt employees are provided with two rest periods of 15 minutes in length. To the extent possible, a rest period will be provided in the middle of work periods. Since this time is counted and paid as time worked, employees must not be absent from their workstations or leave the work site beyond the allotted rest period time. Samson Growth must provide up to one hour for a meal no sooner than the third nor later than the fifth hour of a work shift unless it has mutually agreed with the employee to some other arrangement. Supervisors will schedule meal periods to accommodate operating requirements. Personnel will be relieved of all active responsibilities and restrictions during meal periods. Morning, afternoon and lunchtime breaks are assigned to all personnel. If you do not know your assigned break and lunch times, ask your supervisor. Any variation from your assigned breaks and lunch times requires prior approval from your supervisor.

#### RETURN OF PROPERTY

Employees are responsible for items issued to them by Samson Growth or in their possession or control, such as the following

- Cellular and/or two-way radio phones
- Equipment
- Keys
- Manuals
- Computers
- Pagers
- Phone cards
- Credit cards
- Security badges
- Employee guidelines booklet
- Samson Growth Work Shirts

Employees on or before their last day of work must return all Samson Growth property. Damage to any item entrusted to the employee, beyond normal usage, may be deducted

from the employee's final paycheck. No final paycheck will be dispersed until all Samson Growth property has been accounted for, inspected, and determined to be in acceptable working order.

## **TIMEKEEPING**

Accurately recording time worked is the responsibility of every employee. Federal and state laws require Samson Growth to keep an accurate record of time worked in order to calculate personnel pay. Time worked is all the time actually spent on the job performing assigned duties.

Nonexempt personnel should accurately record the time they begin and end their work. Samson Growth must provide a reasonable period for a meal no sooner than the third nor later than the fifth hour of a work shift unless it is mutually agreed with the employee to some other arrangement. Personnel should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved before it is performed.

Altering, falsifying, tampering with time records, or recording time on another coworker's time record may result in disciplinary action, up to and including termination of employment.

## **TIME AWAY FROM WORK**

### **ATTENDANCE AND PUNCTUALITY**

Regular and predictable attendance is an essential function for all personnel at Samson Growth. To maintain a productive work environment, Samson Growth expects personnel to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other personnel as well as Samson Growth. In the rare instances when personnel cannot avoid being late to work or are unable to work as scheduled, each should notify the direct supervisor in advance of the anticipated tardiness or absence.

If any personnel are tardy three or more times in any rolling three-month period such will be considered grounds for immediate dismissal upon the third incident. Tardiness is defined as clocking in with your supervisor after the specific scheduled start time. All remedies sought in such cases are at the discretion of Samson Growth

If any personnel accumulate three or more unexcused absences in any rolling three-month period such will be considered grounds for immediate dismissal upon the third unexcused absence. All remedies sought in such cases are at the discretion of Samson Growth.

#### EXCUSES

The direct supervisor shall make the initial determination as to the acceptability of an excuse. If there is a disagreement with the direct supervisor's determination, the CEO will make the final determination.

As an employee of Samson Growth, you may be eligible to take unpaid family and medical leave under the federal Family and Medical Leave Act (FMLA). This policy provides an introduction to the rights and provisions of the federal FMLA. An FMLA summary that is based on the Department of Labor's (DOL's) model notice is attached to this policy and further explains the FMLA. If you have questions regarding the FMLA, please contact the CEO.

#### BEREAVEMENT

Employees are allowed up to 3 days of unpaid bereavement related to the death of immediate family members. Immediate family members are defined as (mother, father, sister, brother, grandmother, grandfather, in-laws of the same listed). An employee should notify his supervisor as soon as possible. If an employee needs to attend a funeral service for someone who is not an immediate family member, the employee will be allowed one unpaid excused day to attend. Employees under disciplinary action for attendance issues may be required to provide documentation with regard to their bereavement leave.

#### FAMILY AND MEDICAL LEAVE ACT POLICY

### **Eligibility**

To be eligible for leave, you must have been employed by the Company for at least 12 months. In the 12 months immediately preceding the beginning of the leave, you must also have worked at least 1,250 hours to qualify for federal FMLA. In addition, you must work in an office or **work site where 50 or more employees are employed within 75 miles of that office or work site.**

Given that Samson Growth has significantly fewer than 50 total employees, FMLA does not apply. Further information will be provided when, and if, that changes.

### **HOLIDAYS**

Samson Growth will grant holiday time off to all eligible exempt, non-exempt, and full-time regular employees as defined herein on the holidays listed below:

- New Year's Day (January 1)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving (fourth Thursday in November)
- Christmas (December 25)

Samson Growth will grant un-paid holiday time off to all eligible exempt, non-exempt, and full-time regular employees after ninety (90) days of employment to an eligible employment classification.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

### **PAID TIME OFF**

Samson Growth does not provide any Paid Time Off benefits, except for Jury Duty.

## JURY DUTY

Any full-time regular personnel who are summoned to jury duty will continue to receive their salary during the active period of jury duty for up to 10 days upon submitting proof of jury summons. Personnel are expected to return to work if released from service early by the court. Personnel are allowed unpaid time off if summoned to appear in court as a witness. To qualify for jury or witness duty leave, personnel must submit to the CEO a copy of the summons to serve as soon as it is received. In addition, proof of service must be submitted to the CEO when the period of jury or witness duty is completed. Samson Growth will make no attempt to have personnel service on a jury postponed except when business matters necessitate such action.

## MILITARY LEAVE

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

The leave will be unpaid.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed, or in a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Contact the CEO for more information or questions about military leave.

## VOTING LEAVE

Voting Leave Section 17-1-5 of the Alabama Constitution reads as follows: “Each employee in the state shall, upon reasonable notice to his or her employer, be permitted by his or her employer to take necessary time off from his or her employment to vote in any municipal, county, state, or federal political party primary or election for which the employee is qualified and registered to vote on the day on which the primary or election is held. The necessary time off shall not exceed one hour and if the hours of work of the employee commence at least two hours after the opening of the polls or end at least one hour prior to the closing of the polls, then the time off for voting as provided in this section shall not be available. The employer may specify the hours during which the employee may absent himself or herself as provided in this section.” Voting leave will be unpaid.

#### WORKING REMOTELY

Some positions, at the time of hire, have been pre-determined to be conducted by working remotely.

For the remainder of the workforce, however, working remotely is generally discouraged because we believe that our ability to build a tight-knit team is best served by having employees come together in the office.

We understand that certain circumstances might make working remotely desirable for the employee and/or the company, typically on a short-term basis. All requests for working remotely must be submitted with a plan of action and be pre-approved by your direct supervisor

ACKNOWLEDGEMENTS

RECEIPT FOR EMPLOYEE GUIDEBOOK

I acknowledge that I have received (paper and/or electronically published), read and understood a copy of the EMPLOYEE GUIDEBOOK.

I understand and will support these policies. I acknowledge that my failure to abide by these policies, and others set forth in the EMPLOYEE GUIDEBOOK, may result in disciplinary action, up to and including termination.

I acknowledge that contents of this EMPLOYEE GUIDEBOOK are considered confidential trade secrets of Samson Growth, and the Handbook is the property of Samson Growth, and is not to be distributed, disseminated or otherwise provided to any outside parties. I also understand I am to return it if I should ever be separated from employment with Samson Growth

I acknowledge that the EMPLOYEE GUIDEBOOK does not constitute a contract of employment, and both Samson Growth and I are free to terminate my employment at any time, with or without cause, or prior notice, and employment is "at-will." I further understand that Samson Growth reserves the unrestricted right to change or modify the terms of the EMPLOYEE GUIDEBOOK and available fringe benefits at any time without prior notice and that Samson Growth reserves the sole discretionary authority to interpret all provisions of the EMPLOYEE GUIDEBOOK and available fringe benefits.

Employee (signature): \_\_\_\_\_ Date: \_\_\_\_\_

Employee's Name: \_\_\_\_\_



**Exhibit 37 - Secure Transport Drivers**

**Verification**

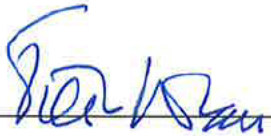
**The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.**

William H Carr

Printed Name of Verifying Individual

Founding member/owner

Title of Verifying Individual



Signature of Verifying Individual

12/29/22

Verification Date

**Secure Transport Drivers**

We certify that the identified driver is at least 21 years of age, has a minimum of three years driving experience, and has received No Citations, Fines or Violations in the past 3 years. All employees operating as secure transport drivers must provide insurance records and a Copy of Driver Record (MVR) from the Alabama Department of Public Safety as part of the employee screening process and prior to operating any vehicles on behalf of Samson Growth, LLC. See attached Form H: Secure Transport Drivers (identified as “Form: H Secure Transport Drivers”).

**Secure Transport Driver Information**

Alabama Code §36-12-40 (Confidential - PII)

Driver Name:	
DOB:	
SSN:	

**License information:**

Issuing State:	
Number:	
Issue Date:	
Expiration Date:	

All drivers will undergo periodic training to ensure they have sufficient knowledge of state and federal requirements, the Statewide Seed-to-Sale Tracking System, vehicle maintenance, course of action in the event of a vehicular accident or other incidents including but not limited to (breakdowns, theft, citations, extensive delays, etc.) in accordance with our Driver’s Manual.

**FORM H: SECURE TRANSPORT DRIVERS**

Complete a separate form and verification for each of the Applicant's secure transport drivers.

Samson Growth, LLC

Business License Applicant Name

Integrated Facility

License Type

**Secure Transport Driver Information**

**Alabama Code §36-12-40 (Confidential - PII)**

Secure Transport Driver Name

Date of Birth

SSN

**Driver's License Information**

**Alabama Code §36-12-40 (Confidential - PII)**

Issued by (State)

Number

Issue Date

Expiration Date

**Citations, Fines & Violations**

List all motor vehicle citations, fines, and violations received by the driver in the last three (3) years. Attach additional forms if necessary.

Type (select all that apply):  Citation  Fine  Violation

N/A

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply):  Citation  Fine  Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply):  Citation  Fine  Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply):  Citation  Fine  Violation

\_\_\_\_\_  
Violation/Charge Issued By

\_\_\_\_\_  
Date of Occurrence Location (City/County) Location (State)

\_\_\_\_\_  
Disposition/Amount Date of Disposition

Type (select all that apply):  Citation  Fine  Violation

\_\_\_\_\_  
Violation/Charge Issued By

\_\_\_\_\_  
Date of Occurrence Location (City/County) Location (State)

\_\_\_\_\_  
Disposition/Amount Date of Disposition

Type (select all that apply):  Citation  Fine  Violation

\_\_\_\_\_  
Violation/Charge Issued By

\_\_\_\_\_  
Date of Occurrence Location (City/County) Location (State)

\_\_\_\_\_  
Disposition/Amount Date of Disposition

**Applicant Verification:** The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes complete and accurate information for the secure transport driver identified hereinabove (and attached, as necessary). The undersigned further verifies that the secure transport driver identified hereinabove is at least 21 years of age and has a minimum of three (3) years driving experience.

William H. Carr  
Printed Name of Verifying Individual

  
Signature of Verifying Individual

Founding Member /Owner  
Title of Verifying Individual

12/28/2022  
Verification Date

**Exhibit 38 - Driver's Manual**

**Verification**

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

William H Carr  
Printed Name of Verifying Individual

Founding member/owner  
Title of Verifying Individual

  
Signature of Verifying Individual

12/29/22  
Verification Date

## **Overview**

We will implement and execute upon its comprehensive and robust transportation plan that will ensure the secure and efficient delivery of medical cannabis products across Alabama to its proper destination. The transportation plan includes policies and procedures for creating a seamless, unbroken chain of custody for medical cannabis products. Partnering with security transportation and law enforcement experts, we will assemble and train a transportation team whose exclusive responsibility is the secure transport of medical cannabis and medical cannabis products across the state of Alabama. We will facilitate and direct the safe and secure transport of medical cannabis and medical cannabis products and ensure that the internal transportation team follows all Alabama Medical Cannabis Commission (AMCC) regulations. We will require all internal transportation team members to enter a formal contract that affirms strict adherence to our transportation policies to further certify that all transportation will conform to regulatory requirements. All transportation of medical cannabis and medical cannabis products will be conducted in a manner that minimizes risks to public safety and human health. All drivers and security guards tasked with the transport of medical cannabis and medical cannabis products will be trained to safeguard against storage or in-transit losses.

Our COO and CRMO have significant experience in internal controls and security procedures relating to transportation of high value retail and consumer goods and specific experience with the Statewide Seed-to-Sale Tracking Software.

## **Training and Compliance**

We will provide training to employees responsible for the delivery of medical cannabis and medical cannabis products. Training will include all training courses required by the AMCC for employees of Integrated Facilities and will emphasize regulatory compliance with the Alabama Department of Public Safety. The company will provide extensive additional training to delivery and transportation employees above and beyond AMCC requirements. Beyond standard traffic safety training, the company will hire experts with experience in secure transportation and law enforcement to provide our employees with in-depth and

transportation-specific training courses on advanced driving, situational awareness, security protocols, and emergency preparedness.

Our training will be offered both to new employees, as well as an ongoing series of professional development seminars that will include specific material pertaining to the transportation of medical cannabis products. We will retain records of employee training and all education materials. Training programs will be reviewed annually to adapt to newer technologies and transportation infrastructure changes. All Secure Transporters will comply with all the transportation regulations outlined by the AMCC, local municipalities, and Alabama state regulations.

**Transportation Manifests**

**Alabama Code §36-12-40 (Confidential - Security)**

[Redacted content]

Alabama Code §36-12-40 (Confidential - Security)

[Redacted text block]

**Inspections and Investigations**

Alabama Code §36-12-40 (Confidential - Security)

[Redacted text block]



Alabama Code §36-12-40 (Confidential - Security)

[Redacted text block]

Evidence of Adverse Loss During Transport

Alabama Code §36-12-40 (Confidential - Security)

[Redacted text block]

**Transportation Policies**

**Alabama Code §36-12-40 (Confidential - Security)**

[Redacted content]

**Chartered Transportation Routes**

**Alabama Code §36-12-40 (Confidential - Security)**

[Redacted content]

**Alabama Code §36-12-40 (Confidential - Security)**  
[Redacted]

Distracted Driving Law – Anti-Text

Secure Transporters will be prohibited from talking on the phone, texting, emailing, or sending other communications during the act of driving, regardless of their possession of medical cannabis products in transport. To minimize safety hazards and health risks to the public, all transportation team members will be in compliance with the Alabama law Ala. Code § 32-5A-350 and will face the consequence of immediate job termination upon discovery of violating the law. Graphic accounts of tragic texting-and-driving incidents will be included in training programs to emphasize the importance of not texting and driving. Transportation vehicles will be instructed to pull over to a safe location to communicate with our facility, law enforcement, or other medical cannabis organizations when necessary.

Driver’s Accident Report

A Driver’s Accident Report will be completed and submitted to the Alabama Department of Public Safety for all incidents involving damage to transportation vehicles. All accidents will be reported to local law enforcement and relevant insurance companies immediately following traffic incidents resulting in property damage to any party involved.

Chain of Custody Procedures

**Alabama Code §36-12-40 (Confidential - Security)**  
[Redacted]

Alabama Code §36-12-40 (Confidential - Security)

Shipping and Receiving Areas

Alabama Code §36-12-40 (Confidential - Security)

Electronic Tracking System

Alabama Code §36-12-40 (Confidential - Security)

Recalls

Alabama Code §36-12-40 (Confidential - Security)

Alabama Code §36-12-40 (Confidential - Security)

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**Transportation Vehicles**

Alabama Code §36-12-40 (Confidential - Security)

[Redacted text block consisting of 4 horizontal black bars]

Alabama Code §36-12-40 (Confidential - Security)



Alabama Code §36-12-40 (Confidential - Security)



Alabama Code §36-12-40 (Confidential - Security)

[Redacted text block containing multiple paragraphs of blacked-out content]

Alabama Code §36-12-40 (Confidential - Security)

[REDACTED]

**Conclusion**

We have spent significant effort build a transportation plan to deliver medical cannabis products securely and efficiently throughout the State of Alabama. Our CRMO and COO’s and significant experience in internal controls and security procedures relating to transportation of high value retail and consumer goods and specific experience with the Statewide Seed-to-Sale Tracking Software system will ensure that our transportation plan is implemented quickly, effectively, and monitored closely to provide the highest quality medical cannabis products to patients in a manner that is fully compliant with all requirements as set forth by the AMCC.



**Exhibit 39 – 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.**

William H Carr  
Printed Name of Verifying Individual

Founding member/owner  
Title of Verifying Individual

  
Signature of Verifying Individual

12/29/22  
Verification Date

## **Introduction – Quality Control and Quality Assurance Plan**

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 manufacturing 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. Our experience with successful Alabama hemp launches have been crucial in our mastery of quality management for making safe products that benefit Alabamians. We approach quality management through a holistic quality system, of which QA and QC are integral aspects. 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 Commission (“the AMCC”) of any changes to our QA/QC plan.

To illustrate our commitment to establishing and maintaining our quality system, we have brought in a Quality Manager (“QM”) with experience in quality systems dating back to 1995. Our QM has held five different roles in quality, and has over 20 years of experience in managerial quality roles. This work has exclusively been in medical manufacturing, which we appreciate for its high regulatory bar and need for excellent quality management. Her history of working closely with the FDA, experience in GMP, ISO 9000, ISO13485 Medical Device, and 21 CFR Part 820, having her ADAI Weighmaster Certificate, and her being a Certified Quality System Internal Auditor through the British Standards Institute and International Register of Certified Auditors all make her the perfect person to carry out these quality plans.

Internal recordkeeping will document all cultivation details, packaging, ingredients, and medical cannabis concentrates utilized in each production batch or infused product, storage of cannabis, and any destruction or disposal. We will maintain these records for at least two years and reference recordkeeping 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. Ala. Admin Code. r. 538-x-9-.03.03.j.01.

**39.1 - Quality Manufacturing Processes**

We will provide high-quality products with consistent standards of safety, potency, stability, and lifespan. Ala. Admin Code. r. 538-x-9-.03.g.1. Each step of our manufacturing process will include quality control. Our QM will work with each respective department on their respective steps that impact quality, and report to our COO on this process.

**Alabama Code §36-12-40 (Confidential - Proprietary)**

[Redacted content]

Functions of QA/QC

Although QA and QC are independent, both are interrelated functions. QA is process oriented, encompassing the entire production process from cultivation through packaging of manufactured goods, and ends when the product leaves the facility and is sent to, and enters, the receiving medical cannabis facility. The ultimate goal of QA is 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 a 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.

**Alabama Code §36-12-40 (Confidential - Proprietary)**

[Redacted]

Manufacturing QA/QC and Audits

**Alabama Code §36-12-40 (Confidential - Proprietary)**

[Redacted]

Alabama Code §36-12-40 (Confidential - Proprietary)

[Redacted]

Handling and Sanitation Standards

Alabama Code §36-12-40 (Confidential - Proprietary)

[Redacted]

Alabama Code §36-12-40 (Confidential - Proprietary)

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Facility Sanitation Generally

Our maintenance of a sanitary facility is essential to prevention of contamination in our medical cannabis inventory that could lead to diminished quality and potentially impact patient safety. We will outfit our facility, including all floors, walls, and ceilings, in a manner

to allow for easy cleaning and sanitation by minimizing areas where unsanitary conditions may develop, keeping our facility in good repair, and making all areas of the facility readily accessible by operations and sanitation staff. Assisted by our thoughtful facility design, sanitation staff will be able to easily perform daily cleanings to maintain the entirety of our building, fixtures, and other facilities in a sanitary condition, with all manufacturing areas maintained free of debris. In conjunction with our construction of an easily cleanable facility, we will provide adequate lighting in all areas where medical cannabis is stored, and in all areas where equipment and utensils are kept or sanitized.

**Alabama Code §36-12-40 (Confidential - Proprietary)**

[Redacted text block containing multiple paragraphs of blacked-out content]

Good Agricultural & Collection Practices

Alabama Code §36-12-40 (Confidential - Proprietary)

[Redacted content]



Alabama Code §36-12-40 (Confidential - Proprietary)

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Alabama Code §36-12-40 (Confidential - Proprietary)

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Alabama Code §36-12-40 (Confidential - Proprietary)

[Redacted content]

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.

**Alabama Code §36-12-40 (Confidential - Proprietary)**

[Redacted content]

PPE	Required Use
Alabama Code §36-12-40 (Confidential - Proprietary) [Redacted]	[Redacted]
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Alabama Code §36-12-40 (Confidential - Proprietary)  
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39.1 Conclusion

Alabama Code §36-12-40 (Confidential - Proprietary)  
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Alabama Code §36-12-40 (Confidential - Proprietary)

[Redacted]

**39.2 - Testing**

Production Testing

Alabama Code §36-12-40 (Confidential - Proprietary)

[Redacted]

Alabama Code §36-12-40 (Confidential - Proprietary)

Licensed Testing

Alabama Code §36-12-40 (Confidential - Proprietary)

[Redacted content]

Alabama Code §36-12-40 (Confidential - Proprietary)

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Alabama Code §36-12-40 (Confidential - Proprietary)

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Alabama Code §36-12-40 (Confidential - Proprietary)

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Alabama Code §36-12-40 (Confidential - Proprietary)

**Conclusion**

Product testing and QA/QC in the cannabis industry are crucial to patient and public safety, and we are dedicated to following all required AMCC testing protocols, implementing testing standards and methods, and utilizing approved state testing laboratories to assess the quality and safety of our medical cannabis and medical cannabis products we produce. Together, the testing standards set by our knowledgeable and experienced team will help us to provide safe and high-quality products with consistent potency, stability, and lifespan among batches of the same product. These standards and methods are based upon AMCC guidelines and industry best practices to exceed the requirements for testing product quality and safety.

**Exhibit 40 - Contamination and Recall Plan**

**Verification**

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

William H Carr  
Printed Name of Verifying Individual

Founding member/owner  
Title of Verifying Individual

  
Signature of Verifying Individual

12/29/22  
Verification Date

## **Introduction – Contamination and Recall Plan**

We designed this plan in alignment with industry best standards, good agricultural practices, good manufacturing 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, ingredients, and medical cannabis concentrates utilized in each production batch or infused product, 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 for facilitation of quick and easy identification in the event of a recall. Ala. Admin. Code r. 538-x-9-.03.03.j.01.

Our plan also 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.

### **40.1 – Provisions for Chain of Custody Notification**

Having a chain of custody allows us to track the movement of medical cannabis and medical cannabis products at every step of the process. We will utilize the Statewide Seed-to-Sale Tracking System and our internal inventory records to identify the originating Cultivator, Processor, Dispensary or Integrated Facility in the chain of custody related to an adverse event. Thorough reporting of all required details into the Statewide seed to sale tracking system including contact information will allow us to efficiently identify and communicate to cannabis businesses that may have purchased or otherwise interacted with

our products related to an adverse event. The recall committee is comprised of the Quality Manager ("QM"), Chief Operating Officer ("COO"), Security Manager ("SM"), and certified dispensers within their respective locations and they are tasked with working together to document the chain of custody of the affected product and notify the appropriate parties. The recall committee will coordinate transportation as needed between any other licensed cannabis businesses with impacted product and provide related documentation. Ala. Admin. Code r. 538-x-9-.03.03.j.03. 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 and we have designated the QM as the main point of contact. After going through and confirming the chain of custody and affected products, we will offer to provide reimbursement for recalled product and record subsequent refunds in our inventory system. Ala. Code § 20-2A-60(a)(10).

#### **40.2 – Factors for Recall**

We will provide several avenues for individuals to report adverse effects experienced with our products. Ala. Code § 20-2A-60(a)(9). Physicians, caregivers, and patients will be able to report issues with product by directly contacting our facilities. Methods for this will include in person to any employee or electronically through our website. Certifying physicians can make updates directly to the Statewide Seed-to-Sale Tracking System 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 management will alert the QM, and notify the AMCC.

We will log all testing results in the Statewide 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. We will also perform in-house testing on cannabis flower and extracted oil distillate for R&D purposes. All extracted items will be sent off for potency testing prior to using as manufacturing source material.

If a sample provided for retesting meets products standards, we will process, package, label, or sell that product, as notated in the Statewide Seed-to-Sale Tracking System and communicated by testing certificate. Ala. Admin. Code r. 538-x-10-.08.10. We will engage with an independent State Testing Laboratory for all finished products and incorporate those results into the QR code on the packaging for each product. 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.

#### **40.3 – Responsible Roles**

We will train every employee at our facilities on our recall procedures. Our Chief Compliance Officer (“CCO”), and QM will plan and conduct these staff trainings. Our SM 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 SM will notify these regulatory entities.

The QM 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 COO or delegate will monitor our systems for complaints, review each report, and determine the necessary next steps. They will work with the CCO, SM, and QM to initiate a recall when needed. Vendors that may support our recall resolution include food safety professionals, legal counsel, and our regular testing laboratory.

#### **40.4 – Seed-To-Sale Notification Protocols**

Our internal record keeping will document all cultivation details, packaging, ingredients, and cannabis concentrates utilized in each production batch or medical product, storage of cannabis, and any destruction or disposal. Dutchie is our inventory and tracking system, and it will properly interface with the Statewide Seed-to-Sale Tracking System 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. Ala. Admin. Code r. 538-x-9-.03.03.j.01.

We will log all testing results in the Statewide 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.

#### **40.5 – Returns and Remediation Process**

We will utilize all available resources to retrieve recalled products back to our integrated facilities 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 or provides other guidance. 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.

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 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 Statewide Seed-to-Sale Tracking 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).

#### **40.6 - 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 QM 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. We have developed proactive relationships with local authorities, including Geneva County, and the Cities of Samson, Enterprise, Anniston, Alexander City, Phenix City, and Tuscumbia and will contact them directly in the event of a recall. We have also received letters of support from the Samson Mayor Clay King, Samson Police Chief Jimmy Hill, and Sheriff Tony Helms of Geneva County. Within 8 hours of discovery, we will notify the AMCC 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 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.

**40.7 - Preserve and Protect Products**

**Alabama Code §36-12-40 (Confidential - Proprietary)**

[Redacted content]

**Alabama Code §36-12-40 (Confidential - Proprietary)**  
[Redacted text block]

**40.8 – 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 QM will work with the COO or delegate 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 41 - 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.**

William H Carr  
Printed Name of Verifying Individual

Founding Member/owner  
Title of Verifying Individual

  
Signature of Verifying Individual

12/29/22  
Verification Date

**Exhibit 41 – Marketing and Advertising Plan.**

**41.1** – Any proposed logos, branding, messaging, or other marketing or advertising communications, either in-house (e.g., in displays or on video monitors installed in the dispensing site) or providing exemplars of any specific advertisements.

Proposed Logos:

**Alabama Code §36-12-40 (Confidential - Proprietary)**



**Advertising and Marketing Plan**

We will develop a brand that emphasizes our goal of being a safe and trusted source of medical cannabis products and a resource for medical cannabis knowledge. Specifically, we plan to cultivate a brand that captures our passion for supporting Alabamians in need by delivering high quality products at fair prices, informing, and educating consumers, and offering an experience that embodies the rural Alabama values of our founder. Our products, packaging, and welcoming dispensary experience will reflect our brand’s mission and vision, and we hope that individuals recognize us as a brand that they can count on to deliver and that reflects Alabama values.

We understand that regulators need reliable, trustworthy industry partners to successfully launch a new medical cannabis market. Accordingly, our advertising and marketing plans are first and foremost formed around compliance. Ala. Admin. Code r. 538-x-9-.19.; 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 or reach minors. Ala. Code § 20-2A-61(b); Ala. Admin. Code r. 538-x-4-.17.2. 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 law. 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 any 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. We shall take no further action until the AMCC has at least 14 days to complete its review of these materials. Ala. Admin. Code r. 538-x-4-.17.4(a). If required by the AMCC (presumably by virtue of an inadvertent error or oversight on the part of our team), 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 understand 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. We understand that the AMCC's decision on the appeal is final and not subject to further review. 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 (or, for the avoidance of doubt, or own opinion), 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: (1) false or misleading statements, (2) 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, (3) a depiction of cannabis plants or any part thereof, except with respect to signs, displays and marketing material provided inside a dispensing site including but not limited to brochures or other written materials provided directly to patients and caregivers within the sales area of our dispensing sites or on our website maintained for the exclusive use of patients and caregivers, (4) slang terms and similar references, including words or depictions directly or indirectly referring to, to unlicensed uses of cannabis, (5) disparagement of a competitor's products, (6) obscene, indecent, or profane statements or depictions, or (7) 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). Pursuant to 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 our permanent structures or vehicles; 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 our 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; or 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). Our secure transport vehicles may bear the logo or name of our business, but they will not bear markings or other indication that they carry cannabis or medical cannabis. Ala. Admin. Code r. 538-x-7-.08.

In sum, we will depend on our reliability and consistency to produce products that our patients feel they can trust. Part of that is our good faith commitment to operate in conformity with the letter and spirit of all applicable rules. 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.

#### **41.2 Any specific media outlets or platforms where the marketing or advertising campaigns or programs will be utilized.**

##### Website Advertising

We will develop a website in accordance with, and shall not violate, the Act and Rules. Ala. Admin. Code r. 538-x-4-.17.07.f. Specifically, our website and web presence will advertise

the name, business address, contact information, and services we provide. Ala. Admin. Code r. 538-x-4-.17.07. Our website will require each user’s affirmation that the user is not a minor before access to the website is granted. Ala. Admin. Code r. 538-x-4-.17.07. Our web presence will not allow for direct engagement between or among consumers or permit consumer-generated content, including but not limited to consumer reviews or testimonials. 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 and 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. Notably, our company currently will exclusively operate in Alabama, reducing resultant risks in this area. Our 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.

### **Advertising and Marketing Analysis and Strategy**

The Alabama Legislature recognized that “[t]here are residents in Alabama suffering from a number of medical conditions whose symptoms could be alleviated by the administration of medical cannabis products if used in a controlled setting under the supervision of a physician licensed in this state.” Ala. Code § 20-2A-2(3). But for those suffering adult Alabamians with qualifying conditions to receive these benefits, they must be (1) made aware of the potential of medical cannabis for them and (2) have access to high quality and affordable production and dispensary options that are convenient and accessible to them. Particularly for those with qualifying conditions that may impose mobility limitations, it is important that qualifying patients and their recommending physicians are made aware of these potential options.

To that end, our leadership team has established a diversified advertising and marketing analysis and strategy. Ala. Admin. Code r. 538-x-3-.05.03.m.15.h. Compliance will serve as a cornerstone to our advertising and marketing strategies. Our marketing team will introduce our facility to medical cannabis patients and caregivers through educational, accessible, and

friendly means of communications in various forms, all governed by the strictest of compliance 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 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, dispensaries, product processors, and cultivations will form the license base within the new medical market. The new medical market will soon serve a growing patient base. All the above factors should provide the perfect support for facilities like ours as the Alabama cannabis industry moves quickly to comes to maturity and compliantly serve the needs of the state. We are well prepared for the opportunity this growing market presents and plan to forge a brand as a highly respected medical cannabis operation in the state of Alabama.

### 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. 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 and do not form the basis of our analysis as a result.

Of course, we recognize that this market is still pre-pre-launch, and our planning reflects both pre-launch and launch periods. Specifically, 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 frameworks that disallow the sale of cannabis flower. That is, a variety of policy decisions and market factors regarding the Alabama market inform our analysis as we tailor our planning to best support the individuals with qualifying conditions in the state.

In developing our business model, we have analyzed a broad range of potential market growth rates. Even under most conservative and aggressive estimates for the total market size, we believe under our secured funding and operational plans we will have an ample patient base, more than enough capacity and capability to serve the market, and have opportunities for expansion in the future to meet the needs of those in our community as patient numbers increase.

#### Target Market and Patient Base

Our owner cares deeply about his home state, and recognizes that there are several vulnerable Alabamians with qualifying conditions—particularly including veterans, who our owner has a deep commitment to support and of whom there are many in Alabama—who could benefit from high-quality, accessibly priced medical cannabis. One crucial element of our business strategy is producing high quality products. We believe that our team’s track records, as well as the mix of products that we have proposed to produce, will be an excellent fit for the needs of Alabamians with qualifying conditions.

By producing high quality, affordable products and offering a range of high-quality products at a mix of price points, both produced by our operations and by other licenses, at our welcoming, friendly dispensaries, we believe that we will be able to create robust patient loyalty and positive word of mouth referrals. We believe that this combination of accessible pricing and quality, consistent products will be a particularly strong fit for our archetypical consumers: medical cannabis patients with qualifying conditions who have a strong patient relationship with their certifying physicians and through extensive discussions have been recommended cannabis.

Since our founder’s goal is to provide high quality products at accessible prices to the many Alabamians with qualifying conditions who could benefit, we have sought to identify

retail markets we believe will be underserved relative to our analysis of need and to broadly cover the state from them. That includes Alexander City, Anniston, Enterprise, Phenix City, and Tuscumbia. We understand that this vulnerable population with these qualifying conditions may have mobility issues. As a result, we have diligently sought to locate dispensary operations across the state. Indeed, according to BDSA's Consumer Insights for Spring 2022, consumers in medical states prioritize trustworthiness and a convenient location. Through our carefully selected proposed locations and by embodying our founder's mission to faithfully serve these underserved populations and providing them quality products at accessible prices, we believe we will provide the convenience and trustworthiness that these patients seek and deserve. As our executives have seen firsthand in the medical cannabis industry and in their many other successful business ventures, the values of our founder's childhood in rural Alabama are also the keys to success in business: treat others as you'd like to be treated, earn and keep trust, and stand behind your actions.

Of course, in our dynamic planning to build a strong, stable business with which qualifying patients can build a long-term relationship, we have also recognized that the number and location of other cannabis business licenses operational within the market affects our projected target patient base. That said, we believe that by building a reputation for high quality products, welcoming and informative retail locations, honest dealing, and accessible prices we will continue to be an invaluable resource for this vulnerable population regardless of any increase in competitive businesses. Though the medical cannabis market in Alabama is being launched now, we have undertaken a thorough review of the status of other states' medical cannabis markets and will base our approach upon that analysis. That analysis included the market size and trends; target patients; market readiness; and, strategic opportunities.

One point that is worth flagging about that analysis: As the Alabama Legislature recognized in the Act, "There is a pattern in states that have legalized the use of medical cannabis or medical marijuana; frequently, in the years following authorization of medical use, recreational marijuana is subsequently authorized. It is the intent of the Legislature to avoid a shift from medical cannabis usage to recreational marijuana usage." 20-2A-3(14). As a company led by Alabamians, let us be clear so there is no ambiguity: in accordance with that

clear Alabama policy statement, our analysis of the future of the Alabama cannabis market is limited to **medical cannabis only**.

#### Strategic Market and Marketing Opportunities

Our strategic, proactive approach to establishing our business is focused on developing the business that can best help these vulnerable populations with qualifying conditions in Alabama. We have already received substantial local support, which is in no small part due to the longevity of trust established between our team and the communities in which we wish to operate in. Through early preparation and planning we hope to be among the first medical cannabis businesses to open, allowing us help these individuals in need sooner and to begin to build our word-of-mouth reputation for quality and accessible pricing. The second of these opportunities is the use of data in targeted marketing efforts to build successful campaigns. We intend to use the state's sales data and our own sales data, once operational, as well as research regarding comparable markets, to cater our practices in order to produce high quality medical cannabis products required by Alabama patients. By utilizing the most recent available data from the state and from our own sale's data, we will also better be able to reach qualifying individuals and educate them to help them feel comfortable in what we recognize is a new product and market in Alabama. Of course, for the avoidance of doubt, we will not include any statements regarding health benefits or therapeutic benefits of cannabis or medical cannabis and/or statements as to the safety or efficacy of cannabis or medical cannabis unless supported by substantial clinical data in any material constituting advertising under Alabama law. Ala. Reg. 538-x-4-.17(6)(h)(7).

#### Competitive Analysis and Position

To best build a long-term relationship with Alabama qualifying patients, we have also undertaken a competitive analysis to inform our dynamic long-term planning. 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 deep roots in Samson make us an ideal candidate for licensure and to build a world class facility to support Alabama. As a quality-focused organization, we will provide an unparalleled level of care and commitment to our service and medical-grade products. This specialization, along with our owner's deep roots in the region and state and established relationships with business and government entities, sets us ahead of other cannabis businesses that might wish to open.



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 the industry and adapt in skillful and innovative ways for the benefit of Alabamians in need.

### 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 a positive cash flow for stability and long-term operations, implementing a scalable marketing strategy, and sustaining business growth over time. Achieving market validation and building an initial supply chain and patient base will be the foundation of the business, from which we will expand to reach more patients. Ultimately, helping patients is our corporate mission and satisfied, loyal patients are the best pathway to increasing our patient base and further strengthening the financial health of the company and allowing us to even better support patients in turn.

The first challenge for our company will be to attract an initial pool of patients with qualifying conditions, who will then spread the word about our brand because of our extraordinary product quality, selection, and service. We will engage in marketing and advertising, in full accordance with state and local law, helping to further develop our presence in the market both for products we produce and our dispensaries. In addition to this consumer-facing marketing, we will also engage in business-to-business marketing to alert more licensed cannabis businesses, especially dispensaries, to the existence of our high quality, accessibly priced goods. Additionally, as one of the first licensed cannabis businesses in Alabama, we will have the opportunity to form connections with patients 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 skilled employees, 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 maintaining lasting relationships with local suppliers.

### Supply and Distribution Channels

For our business to operate as an integrated facility successfully and best support this nascent market and Alabama qualifying patients, we intend to establish bidirectional supply 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 cultivator, processor, dispensary, and secure transporter licensees in the medical program. We have already begun making inroads with individuals and businesses which we believe will serve to benefit our patients and operations, both potential licensees (if selected by the AMCC) and leading ancillary/support providers. We intend to build a best-in-class medical cannabis facility in the state with a skilled, market-leading team to produce the high-quality products patients need as well as the welcoming, informative dispensary environment that will encourage qualifying patients to seek the medical cannabis products that the Alabama Legislature recognized “provide opportunities for patients with these debilitating conditions to function and have a better quality of life.” 20-2A-2(5). Of course, for patients to achieve that better quality of life they need access to (1) the type of high-quality products we will produce and supply to our dispensaries and those of third-party licensed dispensaries and (2) a welcoming, trusted, educational, and affordable retail outlet such as our dispensing locations. By collaborating with other licensees, we can maximize the distribution of our excellent products and the options for consumers in our own dispensaries.

To provide these benefits as soon as possible for Alabama 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 to establish relations. In Exhibit 14 we detail our work and agreements with regional licensee partners. We have already entered into several agreements with cannabis businesses in Alabama.

We will also leverage our favorable dispensary locations to attract partnerships from those other licensees who want to sell their product and build their brand in our state-of-the-art dispensing locations. For us, ethics, safety, and quality will be the determining factors in formally establishing contracts with any potential suppliers, partners, or vendors, and we will ensure all of our business relationships meet our exceptional expectations.

Additionally, we have learned over years of experience that without the expansion and auditing of State Testing Lab capabilities, the market could suffer a backlog that holds up product availability or decreases scrutiny for product safety testing, thereby increasing the

chances of a contaminated products and poorly served patients. We will pay close attention to the state's demand on testing labs 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 product for our patients.

**41.3** At the time of this application, we have not engaged with or proposed working with any media outlets, individuals or entity that will play any role who is projected to play any role in the Applicant'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.

**41.4** – 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.

#### Presenting Product Offerings

We believe our high-quality, accessibly priced products will appeal to well-informed patients. Accordingly, we plan to make employee and patient knowledge and education a cornerstone of our medical cannabis operation. To do so, we will have a Certified Dispenser on duty at all times when dispensary sites are open for business who will oversee and sign off on all sales of medical cannabis as the responsible employee. Ala. Admin. Code r. 538-x-8-.03.2. Moreover, we will only hire Certified Dispensers with, at a minimum, two years of education or experience in the fields of biology, biochemistry, chemistry, physiology, pharmacology, medicine, medical cannabis, nursing, pharmaceuticals, or a similar field. Ala. Admin. Code r. 538-x-8-.03.03 Further, we will provide dispensary employees with detailed education on regulations, cannabis, and product offerings. As our main touch point with medical cannabis patients, our Certified Dispensers will provide high-quality education, consultation, information, responses to patient and caregiver questions, and instructions for use regarding all medical cannabis products at all times. Ala. Admin. Code r. 538-x-8-.05.03.d. To lay the foundation for excellence in this aspect of our dispensary operations, Certified

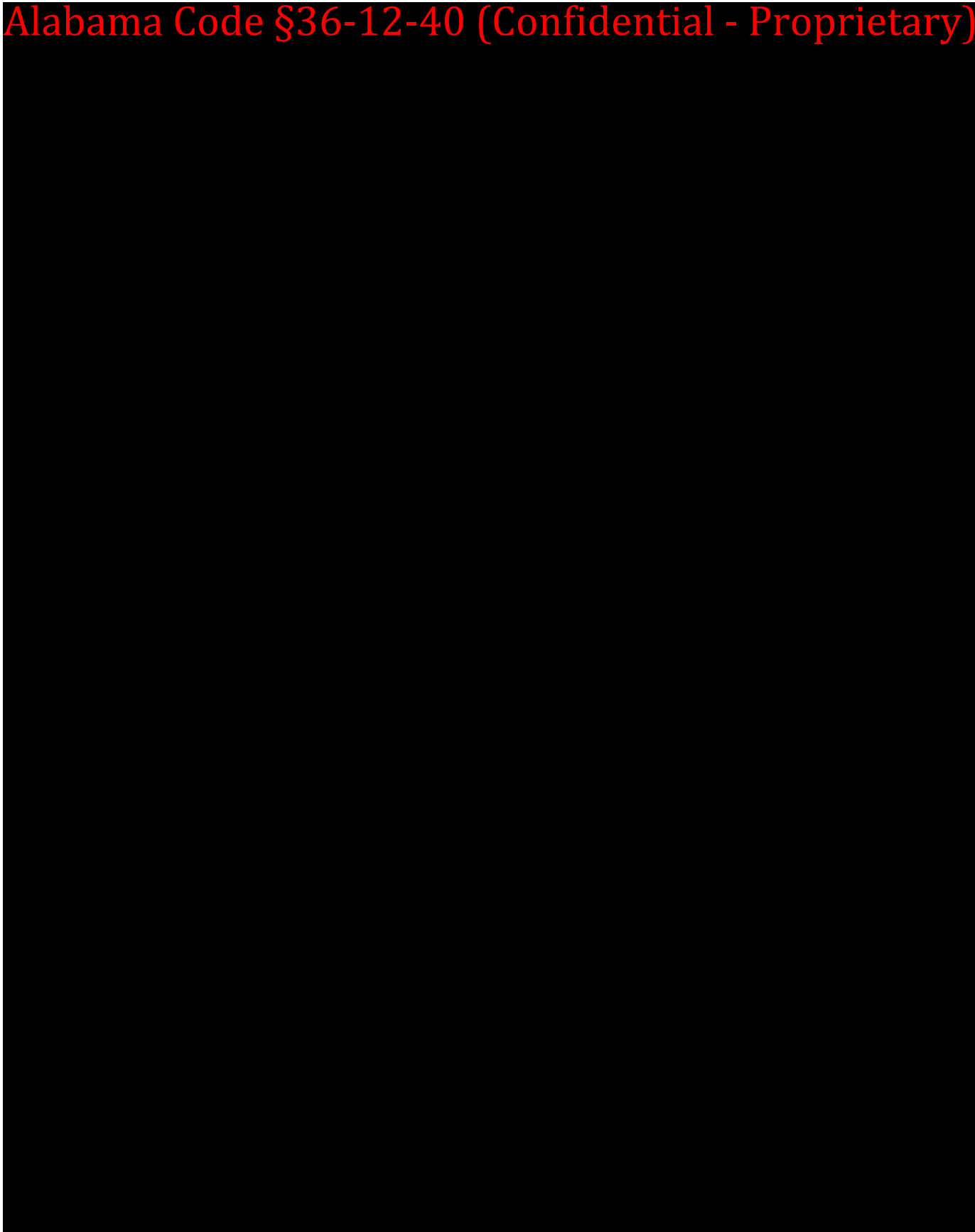
Dispensers will be trained and certified by the AMCC on proper dispensing procedures, and our training program will go beyond the minimum educational thresholds established by the AMCC. Ala. Code § 20-2A-64(e)(2). Training will be an ongoing process for every Certified Dispenser and staff member, with continuing education, ongoing proficiency evaluations, and trainings that are both periodic and in response to discrete events. Furthermore, whenever changes occur in regulations or company policies, Certified Dispensers will undergo timely retraining, including in advance of the effective date of such changes whenever practicable. This process guarantees that all Certified Dispensers will maintain compliance with all existing and forthcoming rules or regulations issued by the AMCC. Certified Dispensers will also take and pass a medical foundations training course, as required by the AMCC. Ala. Admin. Code r. 538-x-4-.04.02.a. Certified Dispensers will further complete a minimum of 10 hours of continuing education as approved by the AMCC to address proper dispensing procedures, including requirements of the Act and applicable regulations, prevention of abuse and diversion of medical cannabis, and other topics related to public health, safety and good business practices relating to the dispensation of medical cannabis. Ala. Admin. Code r. 538-x-8-.03.04. While our Certified Dispensers will seek to provide helpful information, they will not offer advice regarding the safety or effectiveness of medical cannabis, the recommended daily dosage, or type of medical cannabis recommended by the registered certifying physician, except to direct the patient or caregiver back to the certifying physician to answer such questions. Ala. Admin. Code r. 538-x-8-.03.07. Our Certified Dispensers' education will also cover the lifecycle of the cannabis plant; cultivation methodologies; processing, extraction, and infusion techniques; different strains and their physical and physiological effects; cannabinoids; terpenes; routes of administration and their relative effects; safe and proper usage of products; safe storage of products; recognizing signs of impairment; identifying, preventing, and responding to accidental ingestion or overconsumption; intended effects and side-effects; substance abuse signs, symptoms, and resources; up-to-date laws at the federal and state level, especially as they relate to possession, consumption, dispensing practices, and patient confidentiality; and, advancements and developments in the field of cannabis science.

See below for virtual renderings of all packaging to be provided by the Applicant:

**Alabama Code §36-12-40 (Confidential - Proprietary)**



**41.5** – 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. See the following pages for proposed labeling on our packaging in conjunction with the images on 41.4.



**Exhibit 42 – Website and Social Media**

**Verification**

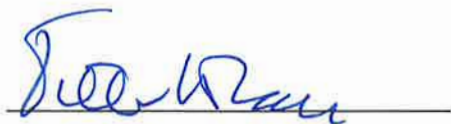
**The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.**

William H Carr

Printed Name of Verifying Individual

Founding member/owner

Title of Verifying Individual



Signature of Verifying Individual

12/29/22

Verification Date

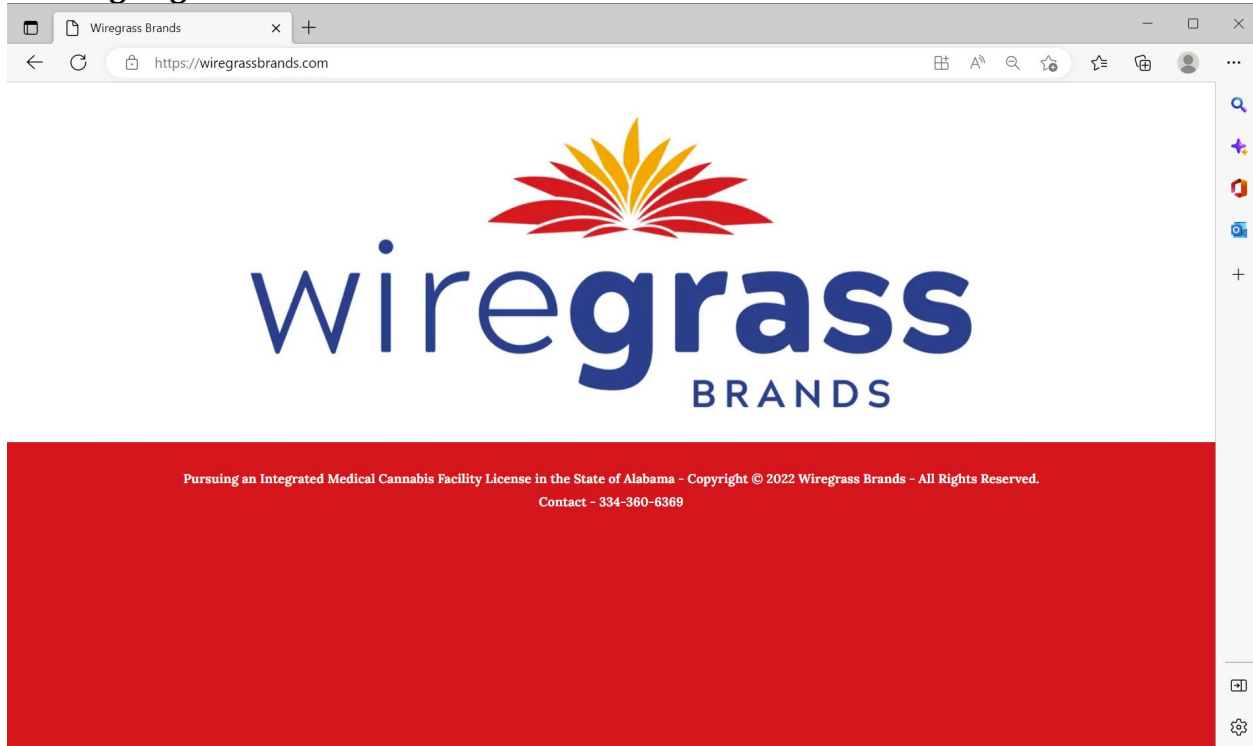
## Website and Social Media

### **42.1 – A complete site map of each website owned or operated by the Applicant.**

Site map: Currently, our website, [www.wiregrassbrands.com](http://www.wiregrassbrands.com) is simply a landing homepage indicating our company name, that we are pursuing an Integrated Medical Cannabis License in the State of Alabama and contact information.

This landing page will be the basis from which our informational site will be developed upon being awarded a license.

#### **Landing Page Screenshot:**



### **42.2 – The web address of each webpage, social media page, or other online site owned or operated by the Applicant.**

Website: [www.wiregrassbrands.com](http://www.wiregrassbrands.com) – landing homepage from which our informational site will be built upon being awarded a license

Instagram: @wiregrassbrands.com

We will review content policies regularly prior to developing any other social media sites ex. LinkedIn, Facebook, Twitter, etc. to ensure compliance with AMCC rules and regulations as well as applicable account type and content restrictions by the web domain, social media, or other online sites.





December 1, 2022

**State of Alabama**  
**Alabama Medical Cannabis Commission**  
**P.O. Box 309585**  
**Montgomery, AL 36130**

RE: Samson Growth, LLC; 631 Travelers Rest Road, Samson, AL 36477

To Whom It May Concern,

This document is to confirm we have the above referenced entity approved for the Medical Cannabis insurance program. We have attached the General Liability coverage form and we have listed the specifications of coverage below. The coverage will be placed through Peachtree Special Risk, LLC of Atlanta, GA and with Admiral Insurance and other A+ rated carriers.

- Comprehensive General Liability \$1M Limit/\$2M Occurrence
- Business Auto \$1M limit
- Workers Compensation \$1M Each Accident/\$1M Policy Limit/\$1M Each Employee Statutory AL Work Comp
- Excess Liability \$4M Limit-this will extend above the General Liability, Business Auto and Workers Compensation coverages.

We are prepared to bind and execute all necessary insurance coverage documents upon Samson Growth, LLC receiving approval of their license.

We trust this information meets with your satisfaction. Please contact me if further verification is needed.

Sincerely,

A handwritten signature in black ink that reads 'Hank Strother'.

Hank Strother  
Sr. Vice President  
Palomar Insurance Corporation

**FORM I: OWNERSHIP ENTITY INDIVIDUALS**

*"Ownership Entity" – An entity that has any ownership interest in the Applicant.*

*Complete a separate form for each ownership entity, providing information and verification as to each individual having an indirect or direct ownership interest in the ownership entity. Attach additional forms if necessary.*

*For purposes of this form, if the ownership entity is a trust, disclose the names and addresses of all trustees and beneficiaries; if a privately held corporation, the names and addresses of all shareholders, officers, and directors; if a publicly held corporation, the names and addresses of all shareholders holding a direct or indirect interest of greater than five percent, officers, and directors; if a partnership or limited liability partnership, the names and addresses of all partners; if a limited partnership or limited liability limited partnership, the names of all partners, both general and limited; or if a limited liability company, the names and addresses of all members and managers.*

**NOT APPLICABLE**

\_\_\_\_\_  
Business License Applicant Name License Type

**Ownership Entity Information**

\_\_\_\_\_  
Ownership Entity Name Ownership Entity % Ownership in Applicant

Ownership Entity Type: Trust Privately Held Corporation Publicly Held Corporation  
Partnership Limited Liability Partnership Limited Partnership  
Limited Liability Limited Partnership Limited Liability Company  
Other (specify): \_\_\_\_\_

**Ownership Entity Owners**

\_\_\_\_\_  
Owner Name Role % Ownership in Entity

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Owner Name Role % Ownership in Entity

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip

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Owner Name	Role	% Ownership in Entity
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Street Address

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City	State	Zip
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Owner Name	Role	% Ownership in Entity
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Street Address

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City	State	Zip
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Owner Name	Role	% Ownership in Entity
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Street Address

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City	State	Zip
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Owner Name	Role	% Ownership in Entity
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Street Address

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City	State	Zip
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**Applicant Verification:** The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes a complete and accurate list of all individuals with an applicable ownership interest in an ownership entity with an ownership interest in the Applicant.

---

Printed Name of Verifying Individual

---

Title of Verifying Individual

---

Signature of Verifying Individual

---

Verification Date

**FORM J: Affidavit of Individual Applicant for  
Alabama Medical Cannabis License**

STATE OF ALABAMA )  
 )  
Coffee 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. NAME OF INDIVIDUAL APPLICANT/AFFIANT: WILLIAM H. CARR

2. STREET ADDRESS OF INDIVIDUAL APPLICANT: 631 TRAVELERS REST ROAD

SAMSON ALABAMA 36477  
City State Zip

3. CONTACT INFORMATION: Tel: 334-348-1308 Email: bcarr@cricpa.com

4. TYPE OF LICENSE BEING SOUGHT BY INDIVIDUAL APPLICANT (CHOOSE ONE):

- Cultivator       Processor       Secure Transporter  
 Dispensary       Integrated Facility       State Testing Laboratory

5. As an individual applicant, I do hereby affirm under oath the following:

a. I, the undersigned Affiant named in paragraph 1 above, am an adult, over the age of 19 years and competent to provide this Affidavit.

W INITIAL HERE

b. I am not seeking an application on behalf of a company, but on my own behalf as a sole proprietor. I therefore have authority to provide this Affidavit, as I am also the Applicant.

W INITIAL HERE

c. I understand and acknowledge that this Affidavit and the statements, information and documents or other exhibits accompanying it, are for the purpose of seeking one (1) license of the type specified in paragraph 4 above, on my own behalf. I am not applying for any other license in regard to the medical cannabis industry in the State of Alabama, either as an individual or through an entity.

W INITIAL HERE

d. That all statements, information, documents and other exhibits provided in the Application are true and correct, based on my own personal knowledge and a diligent investigation by me. To the extent any information provided therein was heretofore outside my personal knowledge or ability to affirm, I have personally communicated with those who have such personal knowledge, whose duties include knowledge of the facts



**FORM K: Affidavit of Entity Applicant for  
Alabama Medical Cannabis License**

STATE OF Alabama )  
 )  
Geneva COUNTY )

Before me, the undersigned notary, did appear the Affiant, who after being by me first duly sworn, did state under oath as follows (*please type or print legibly*):

1. NAME OF ENTITY APPLYING FOR LICENSE: Samson Growth, LLC
2. NAME OF AFFIANT: William H. Carr
3. AFFIANT'S POSITION WITH APPLICANT: Sole Member / Owner
4. AFFIANT IS THE APPLICANT'S (*Check One*):  
 Responsible Party       Contact Person  
**(The affidavit of BOTH individuals is required)**
5. TYPE OF LICENSE BEING SOUGHT BY APPLICANT (*Check One*):  
 Cultivator       Processor       Secure Transporter  
 Dispensary       Integrated Facility       State Testing Laboratory
6. On behalf of the Applicant, I do hereby affirm under oath as follows:
  - a. I, the undersigned Affiant named in paragraph 2 above, am an adult, over the age of 19 years and competent to provide this Affidavit.  
WC INITIAL HERE
  - b. In my position stated in paragraph 3 above, I have been duly authorized by the Applicant identified in paragraph 1 above (hereinafter, "Applicant") to provide this Affidavit.  
**(Attach a copy of the entity applicant's written authorization to this Affidavit.)**  
WC INITIAL HERE
  - c. I understand and acknowledge that this Affidavit and the statements, information and documents or other exhibits accompanying it, are for the purpose of seeking one (1) license of the type specified in paragraph 5 above, on behalf of the Applicant. Neither I nor the Applicant are seeking a different Alabama Medical Cannabis license on behalf of any individual or any other entity.  
WC INITIAL HERE
  - d. That all statements, information, documents and other exhibits provided in the Application are true and correct, based on my own personal knowledge and a diligent investigation by me. To the extent any information provided therein was heretofore outside my personal knowledge or ability to affirm, I have personally communicated with those within the Applicant's business who have such personal knowledge, whose duties

include knowledge of the facts stated and/or the integrity of the documents or other exhibits, and I am able, based on such communications, to attest to their currentness and accuracy. This I and the Applicant affirm under penalty of perjury and other applicable sanctions under the AMCC Rules and Alabama law.

WC INITIAL HERE

- e. Applicant understands and acknowledges that the license being applied for is a revocable privilege granted by this state and is not a property right, and that this Application likewise does not convey to, or otherwise entitle unto, the Applicant any rights to a license.

WC INITIAL HERE

- f. Applicant understands, acknowledges, and will continue to respect and comply with AMCC Rules regarding limited communication during the Application process.

WC 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.

WC INITIAL HERE

- h. Applicant has no economic interest, as defined in the AMCC Rules, in any other license or Application for license under the Darren Wesley "Ato" Hall Compassion Act, § 20-2A-1, et seq., Code of Alabama 1975.

WC 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.

WC INITIAL HERE

- j. Any verification provided in the Application is hereby affirmed under oath to be true and correct as of the date of the Application's submission.

WC INITIAL HERE

Samson Growth, LLC  
Signature of Affiant

Acting for and on behalf of:

Samson Growth, LLC

Applicant

Sworn to and subscribed before me on this 30<sup>th</sup> day of December, 2022.

Molly Revels  
Notary Public

My Commission Expires: 07/28/2026

[SEAL]



Authorization to Provide FORM K: Affidavit of Entity Applicant for  
Alabama Medical Cannabis License

STATE OF ALABAMA                    )  
  )  
GENEVA COUNTY                        )

Before me, the undersigned notary, did appear the Affiant, who after being by me first duly sworn,            did state under oath as follows:

I, William H. Carr, am the sole owner of Samson Growth, LLC, d/b/a Wiregrass Brands. I authorize **William H. Carr**, an individual, to complete the afore-mentioned FORM K as the **Responsible Party**.

William H. Carr  
Signature of Affiant  
Acting for and on behalf of:

Samson Growth, LLC, d/b/a Wiregrass Brands  
Applicant

Sworn to and subscribed before me on this 30<sup>th</sup> day of  
December, 2022.

Notary Public                        Molly Revels

My Commission Expires: 07/28/2026

[SEAL]

**MOLLY REVELS**  
Notary Public, Alabama State at Large  
My Commission Expires 7-28-2026



**FORM K: Affidavit of Entity Applicant for  
Alabama Medical Cannabis License**

STATE OF Alabama )  
 )  
Geneva COUNTY )

Before me, the undersigned notary, did appear the Affiant, who after being by me first duly sworn, did state under oath as follows (*please type or print legibly*):

1. NAME OF ENTITY APPLYING FOR LICENSE: Samson Growth, LLC

2. NAME OF AFFIANT: Kyle P. Neathery

3. AFFIANT'S POSITION WITH APPLICANT: Chief Executive Officer

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*):

- |                                  |  |  |
|----------------------------------|--|--|
| <input type="radio"/> Cultivator | <input type="radio"/> Processor                      | <input type="radio"/> Secure Transporter       |
| <input type="radio"/> Dispensary | <input checked="" type="radio"/> Integrated Facility | <input type="radio"/> State Testing Laboratory |

6. On behalf of the Applicant, I do hereby affirm under oath as follows:

a. I, the undersigned Affiant named in paragraph 2 above, am an adult, over the age of 19 years and competent to provide this Affidavit.

KN INITIAL HERE

b. In my position stated in paragraph 3 above, I have been duly authorized by the Applicant identified in paragraph 1 above (hereinafter, "Applicant") to provide this Affidavit.

**(Attach a copy of the entity applicant's written authorization to this Affidavit.)**

KN INITIAL HERE

c. I understand and acknowledge that this Affidavit and the statements, information and documents or other exhibits accompanying it, are for the purpose of seeking one (1) license of the type specified in paragraph 5 above, on behalf of the Applicant. Neither I nor the Applicant are seeking a different Alabama Medical Cannabis license on behalf of any individual or any other entity.

KN INITIAL HERE

d. That all statements, information, documents and other exhibits provided in the Application are true and correct, based on my own personal knowledge and a diligent investigation by me. To the extent any information provided therein was heretofore outside my personal knowledge or ability to affirm, I have personally communicated with those within the Applicant's business who have such personal knowledge, whose duties

include knowledge of the facts stated and/or the integrity of the documents or other exhibits, and I am able, based on such communications, to attest to their currentness and accuracy. This I and the Applicant affirm under penalty of perjury and other applicable sanctions under the AMCC Rules and Alabama law.

KN INITIAL HERE

- e. Applicant understands and acknowledges that the license being applied for is a revocable privilege granted by this state and is not a property right, and that this Application likewise does not convey to, or otherwise entitle unto, the Applicant any rights to a license.

KN INITIAL HERE

- f. Applicant understands, acknowledges, and will continue to respect and comply with AMCC Rules regarding limited communication during the Application process.

KN 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.

KN INITIAL HERE

- h. Applicant has no economic interest, as defined in the AMCC Rules, in any other license or Application for license under the Darren Wesley "Ato" Hall Compassion Act, § 20-2A-1, et seq., Code of Alabama 1975.

KN 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.

KN INITIAL HERE

- j. Any verification provided in the Application is hereby affirmed under oath to be true and correct as of the date of the Application's submission.

KN INITIAL HERE

KN  
Signature of Affiant  
Acting for and on behalf of:

Samson Growth, LLC

Applicant

Sworn to and subscribed before me on this 30<sup>th</sup> day of December, 2022.

Molly Revels  
Notary Public

My Commission Expires: 07/28/2026

[SEAL]



Authorization to Provide FORM K: Affidavit of Entity Applicant for  
Alabama Medical Cannabis License

STATE OF ALABAMA                    )  
  )  
GENEVA COUNTY                        )

Before me, the undersigned notary, did appear the Affiant, who after being by me first duly sworn,            did state under oath as follows:

I, William H. Carr, am the sole owner of Samson Growth, LLC, d/b/a Wiregrass Brands. I authorize **Kyle Neathery**, an individual, to complete the afore-mentioned FORM K as the **Contact Person**.



Signature of Affiant  
Acting for and on behalf of:

Samson Growth, LLC, d/b/a Wiregrass Brands  
Applicant

Sworn to and subscribed before me on this 30<sup>th</sup> day of  
December, 2022.



Notary Public

My Commission Expires: 07/28/2026

[SEAL]

**MOLLY REVELS**  
Notary Public, Alabama State at Large  
My Commission Expires 7-28-2026