



Review

Selected Account:Statewide Property Holdings AL, LLC
Your application has been filed with the Alabama Medical Cannabis Commission.
Your reference code is 1683.

File Date : 03/03/2023 3:34 PM

Your transaction ID is : 89102090

Transaction Token: c6348531-d7a7-4fbe-8360-a164e73c8ce3

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

Request for Business Application Information

Request Number: 0367

General Applicant Information

Applicant Name: Statewide Property Holdings AL, LLC

Applying as: Business Entity

Trade Name (DBAs)

Identification Number Type : FEIN

Federal Tax Identification Number

Business Entity Name : Statewide Property Holdings AL, LLC

Business Entity Type : Limited Liability Company

Secretary of State Entity ID Number

Federal Business Code No : 424590

Date of Qualification, Organization or Incorporation: 09/13/2022

Applicant Street Address

Street: 2 N JACKSON ST

Unit No / Apt No: STE 605

City: MONTGOMERY

County: 51-Montgomery

State: Alabama

Zip Code: 36104

Address Verified?: Yes

Applicant Mailing Address

Street: 2 N JACKSON ST

Unit No / Apt No: STE 605

City: MONTGOMERY

State: Alabama

Zip Code: 36104

Address Verified?: Yes

✓ Applicant Website : https://statewidepropertyholdings.com

✓ Applicant Email Address : [REDACTED]

✓ Applicant Phone Number : [REDACTED]

✓ Do you have a management service agreement in place?: No

✓ Is the applicant: (1) at least 51% owned by (or, in the case of a corporation, 51% of the shares belong to) members of any minority group (as defined by 20-2A-51(b)), and (2) managed and controlled in its daily operations by members of any minority group? :Yes

✓ Does the applicant verify that it is: (1) at least 51% owned by (or, in the case of a corporation, 51% of the shares belong to) members of any minority group (as defined by 20-2A-51(b)), and (2) managed and controlled in its daily operations by members of any minority group? :Yes

## Primary Contact Person

✓ First Name: Nidhal

✓ Last Name: Zeer

✓ Title: Owner and Chief Investment Officer

✓ Phone Number: [REDACTED]

✓ Email: [REDACTED]

✓ Street: [REDACTED]

Unit No / Apt No:

✓ City: [REDACTED]

✓ State: [REDACTED]

✓ Zip Code: [REDACTED]

✓ Address Verified?: Yes

## License Information

✓ License Type: Dispensary

## Facility Information

## Facility Information

✓ Facility Type: Dispensing Site (Retail Facility)

✓ Dispensing Site Premises : Strip Mall

## Physical Address

✓ Street: 716 S MCKENZIE ST

Unit No / Apt No

✓ City: FOLEY

✓ County: 02-Baldwin

✓ State: Alabama

✓ Zip Code: 36535

✓ Address Verified? : Yes

## Facility Information Questions

- ✓ Applicant's interest in property where proposed facility is located : Agreement Contingent on Receipt of License
  
- ✓ 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 : 180
  
- ✓ 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

- 
- ✓ Street: 954 GILBERTS FERRY RD
  - Unit No / Apt No : No
  - ✓ City: GADSDEN
  
  - ✓ County: 28-Etowah
  - ✓ State: Alabama
  - ✓ Zip Code: 35905
  
  - ✓ Address Verified? : Yes

## Facility Information Questions

- 
- ✓ Applicant's interest in property where proposed facility is located : Agreement Contingent on Receipt of License
  
  - ✓ 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 : 180
  
  - ✓ 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

- ✓ Street: 2046 SAINT JOSEPH DR NW
- Unit No / Apt No
- ✓ City: CULLMAN
- ✓ County: 22-Cullman
- ✓ State: Alabama
- ✓ Zip Code: 35058
- ✓ Address Verified? : Yes

## Facility Information Questions

- ✓ Applicant's interest in property where proposed facility is located : Agreement Contingent on Receipt of License
- ✓ 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 : 180
- ✓ Does the applicant verify that this proposed facility will be in a permissible location, if applicable, and will maintain compliance with all State and local laws, resolutions and ordinances? : Yes

## Ownership of Applicant

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

## Individual

- ✓ Legal First Name : Joi
- ✓ Legal Middle Name : Nicole
- ✓ Legal Last Name : Jacobs
- Suffix:
- ✓ Phone Number : [REDACTED]
- ✓ Email Address: [REDACTED]
- ✓ Date of Birth: [REDACTED]
- ✓ Social Security Number : [REDACTED]
- ✓ Race/Ethnicity: [REDACTED]
- ✓ Ownership Percentage of the Applicant : 25.5
- ✓ Role: [REDACTED]

## Residence Address

---

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

✓ Select type of record: Individual

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

## Individual

---

- ✓ Legal First Name : Gloria
- Legal Middle Name :
- ✓ Legal Last Name : Boyd
- Suffix:
- ✓ Phone Number : [REDACTED]
- ✓ Email Address: [REDACTED]
- ✓ Date of Birth: [REDACTED]
- ✓ Social Security Number : [REDACTED]
- ✓ Race/Ethnicity: [REDACTED]
- ✓ Ownership Percentage of the Applicant : 25.5
- ✓ Role: [REDACTED]

## Residence Address

---

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

✓ Select type of record: Individual

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

## Individual

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- ✓ Legal First Name : Nidhal
- Legal Middle Name :
- ✓ Legal Last Name : Zeer
- Suffix:
- ✓ Phone Number : [REDACTED]
- ✓ Email Address: [REDACTED]

✓ Date of Birth: [REDACTED]

✓ Social Security Number: [REDACTED]

✓ Race/Ethnicity: [REDACTED]

✓ Ownership Percentage of the Applicant: [REDACTED]

✓ Role: [REDACTED]

## Residence Address

✓ Street: [REDACTED]

No / Apt :  
No

✓ City: [REDACTED]

✓ State: [REDACTED]

✓ Zip Code: [REDACTED]

✓ 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? :Yes  
(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;  
(3) an entity with an ownership interest in the applicant.

✓ Select Individual or Entity: Individual

## Individual

✓ Legal First Name : Nidhal

✓ Legal Last Name : Zeer

Suffix:

✓ Cannabis Entity Name : [REDACTED]

✓ Entity Type: [REDACTED]

✓ Connection to Cannabis Entity : [REDACTED]

✓ Role in Cannabis Entity : [REDACTED]

✓ Percentage of ownership in cannabis entity : [REDACTED]

## Cannabis Entity's Physical Address

✓ Street: [REDACTED]

Unit No / Apt :  
No

✓ City: [REDACTED]

✓ State: [REDACTED]

✓ Zip Code: [REDACTED]

✓ Address Verified? : Yes

## Cannabis Entity's Primary Contact/Responsible Person

✓ First Name: Nidhal

✓ Last Name: Zeer

✓ Title: Member

✓ Phone Number : [REDACTED]      ✓ Email Address: [REDACTED]      ✓ Street Address: [REDACTED]  
Unit No / Apt No : [REDACTED]      ✓ City: [REDACTED]      ✓ State: [REDACTED]  
✓ Zip Code: [REDACTED]      ✓ Address Verified? : Yes

---

✓ Select Individual or Entity: Individual

## Individual

---

✓ Legal First Name : Nidhal      ✓ Legal Last Name : Zeer      Suffix:  
✓ Cannabis Entity Name : [REDACTED]      ✓ Entity Type: [REDACTED]      ✓ Connection to Cannabis Entity : [REDACTED]  
✓ Role in Cannabis Entity : [REDACTED]      ✓ Percentage of ownership in cannabis entity : [REDACTED]

## Cannabis Entity's Physical Address

---

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

## Cannabis Entity's Primary Contact/Responsible Person

---

✓ First Name: Nidhal      ✓ Last Name: Zeer      ✓ Title: Member  
✓ Phone Number : [REDACTED]      ✓ Email Address: [REDACTED]      ✓ Street Address: [REDACTED]  
Unit No / Apt No : [REDACTED]      ✓ City: [REDACTED]      ✓ State: [REDACTED]  
✓ Zip Code: [REDACTED]      ✓ Address Verified? : Yes

---

✓ Select Individual or Entity: Individual

## Individual

---

✓ Legal First Name : Nidhal      ✓ Legal Last Name : Zeer      Suffix:



✓ Cannabis Entity Name : ██████████

✓ Entity Type: ██████████

✓ Connection to Cannabis Entity ██████████

✓ Role in Cannabis Entity : ██████████

✓ Percentage of ownership in cannabis entity : █

### Cannabis Entity's Physical Address

---

✓ Street: ██████████

Unit No / Apt No : █

✓ City: ██████████

✓ State: ██████████

✓ Zip Code: ██████████

✓ Address Verified? : Yes

### Cannabis Entity's Primary Contact/Responsible Person

---

✓ First Name: Nidhal

✓ Last Name: Zeer

✓ Title: Member

✓ Phone Number : ██████████

✓ Email Address: ██████████

✓ Street Address: ██████████

Unit No / Apt No : █

✓ City: ██████████

✓ State: ██████████

✓ Zip Code: ██████████

✓ Address Verified? : Yes

✓ Select Individual or Entity: Individual

### Individual

---

✓ Legal First Name : Nidhal

✓ Legal Last Name : Zeer

Suffix:

✓ Cannabis Entity Name : ██████████

✓ Entity Type: ██████████

✓ Connection to Cannabis Entity ██████████

✓ Role in Cannabis Entity : ██████████

✓ Percentage of ownership in cannabis entity : █

### Cannabis Entity's Physical Address

---

✓ Street: ██████████

Unit No / Apt No : █

✓ City: ██████████

✓ State: ██████████

✓ Zip Code: ██████████

✓ Address Verified? : Yes

**Cannabis Entity's Primary Contact/Responsible Person**

✓ First Name: Nidhal

✓ Last Name: Zeer

✓ Title: Member

✓ Phone Number

✓ Email Address:

✓ Street Address:

Unit No / Apt No

✓ City:

✓ State:

✓ Zip Code:

✓ Address Verified? : Yes

✓ Select : Individual  
Individual or Entity:

## Individual

✓ Legal First Name : Nidhal

✓ Legal Last Name : Zeer

Suffix:

✓ Cannabis Entity Name

✓ Entity Type:

✓ Connection to Cannabis Entity

✓ Role in Cannabis Entity

✓ Percentage of ownership in cannabis entity

## Cannabis Entity's Physical Address

✓ Street:

Unit No / Apt No

✓ City:

✓ State:

✓ Zip Code:

✓ Address Verified? : Yes

## Cannabis Entity's Primary Contact/Responsible Person

✓ First Name: Nidhal

✓ Last Name: Zeer

✓ Title: Member

✓ Phone Number

✓ Email Address:

✓ Street Address:

Unit No / Apt No

✓ City:

✓ State:

✓ Zip Code:

✓ Address Verified? : Yes

✓ Select : Individual  
Individual or Entity:

## Individual

✓ Legal First Name : Nidhal

✓ Legal Last Name : Zeer

Suffix:

✓ Cannabis Entity Name : ██████████

✓ Entity Type: ██████████

✓ Connection to : Individual Cannabis Entity

✓ Role in Cannabis Entity : ██████████

✓ Percentage of ownership in cannabis entity : █

## Cannabis Entity's Physical Address

✓ Street: ██████████

Unit No / Apt No : █

✓ City: ██████████

✓ State: ██████████

✓ Zip Code: ██████████

✓ Address Verified? : Yes

## Cannabis Entity's Primary Contact/Responsible Person

✓ First Name: Nidhal

✓ Last Name: Zeer

✓ Title: Member

✓ Phone Number : ██████████

✓ Email Address: ██████████

✓ Street Address: ██████████

Unit No / Apt No : █

✓ City: ██████████

✓ State: ██████████

✓ Zip Code: ██████████

✓ Address Verified? : Yes

✓ Select Individual or Entity: Individual

## Individual

✓ Legal First Name : Nidhal

✓ Legal Last Name : Zeer

Suffix:

✓ Cannabis Entity Name : ██████████

✓ Entity Type: ██████████

✓ Connection to ██████████ Cannabis Entity

✓ Role in Cannabis Entity : ██████████

✓ Percentage of ownership in cannabis entity : █

## Cannabis Entity's Physical Address

✓ Street: ██████████

Unit No / Apt No : █

✓ City: ██████████

✓ State: [REDACTED]

✓ Zip Code: [REDACTED]

✓ Address Verified? : Yes

### Cannabis Entity's Primary Contact/Responsible Person

✓ First Name: Nidhal

✓ Last Name: Zeer

✓ Title: Member

✓ Phone Number : [REDACTED]

✓ Email Address: [REDACTED]

✓ Street Address: [REDACTED]

Unit No / Apt No

✓ City: [REDACTED]

✓ State: [REDACTED]

✓ Zip Code: [REDACTED]

✓ Address Verified? : Yes

✓ Select Individual or Entity: Individual

### Individual

✓ Legal First Name : Nidhal

✓ Legal Last Name : Zeer

Suffix:

✓ Cannabis Entity Name : [REDACTED]

✓ Entity Type: [REDACTED]

✓ Connection to Cannabis Entity [REDACTED]

✓ Role in Cannabis Entity : [REDACTED]

✓ Percentage of ownership in cannabis entity [REDACTED]

### Cannabis Entity's Physical Address

✓ Street: [REDACTED]

Unit No / Apt No

✓ City: [REDACTED]

✓ State: [REDACTED]

✓ Zip Code: [REDACTED]

✓ Address Verified? : Yes

### Cannabis Entity's Primary Contact/Responsible Person

✓ First Name: Nidhal

✓ Last Name: Zeer

✓ Title: Member

✓ Phone Number : [REDACTED]

✓ Email Address: [REDACTED]

✓ Street Address: [REDACTED]

Unit No / Apt No

✓ City: [REDACTED]

✓ State: [REDACTED]

✓ Zip Code: [REDACTED]

✓ Address Verified? : Yes

✓ Select : Individual  
Individual or  
Entity:

## Individual

---

✓ Legal First Name : Nidhal

✓ Legal Last Name : Zeer

Suffix:

✓ Cannabis Entity Name : ██████████  
██████

✓ Entity ██████████

✓ Connection to Cannabis Entity ██████████

✓ Role in Cannabis Entity : ██████████

✓ Percentage of ownership in cannabis entity : ██████████

## Cannabis Entity's Physical Address

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✓ Street: ██████████  
██████

Unit No / Apt No : ██████████

✓ City: ██████████

✓ State: ██████████

✓ Zip Code: ██████████

✓ Address Verified? : Yes

## Cannabis Entity's Primary Contact/Responsible Person

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✓ First Name: Nidhal

✓ Last Name: Zeer

✓ Title: President

✓ Phone Number ██████████

✓ Email Address: ██████████

✓ Street Address: ██████████  
██████

Unit No / Apt No : ██████████

✓ City: ██████████

✓ State: ██████████

✓ Zip Code: ██████████

✓ Address Verified? : Yes

✓ Select : Individual  
Individual or  
Entity:

## Individual

---

✓ Legal First Name : Nidhal

✓ Legal Last Name : Zeer

Suffix:

✓ Cannabis Entity Name : ██████████  
██████

✓ Entity Type: ██████████

✓ Connection to : Cannabis Entity ██████████

✓ Role in Cannabis Entity : ██████████

✓ Percentage of ownership in cannabis entity : ██████████

## Cannabis Entity's Physical Address

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

## Cannabis Entity's Primary Contact/Responsible Person

- ✓ First Name: Nidhal ✓ Last Name: Zeer ✓ Title: President
- ✓ Phone Number : [REDACTED] ✓ Email Address: [REDACTED] ✓ Street Address: [REDACTED]
- Unit No / Apt No : [REDACTED] ✓ City: [REDACTED] ✓ State: [REDACTED]
- ✓ Zip Code: [REDACTED] ✓ Address Verified? : Yes

- ✓ Select Individual or Entity: Individual

## Individual

- ✓ Legal First Name : Nidhal ✓ Legal Last Name : Zeer Suffix:
- ✓ Cannabis Entity Name : [REDACTED] ✓ Entity Type: [REDACTED] ✓ Connection to Cannabis Entity : [REDACTED]
- ✓ Role in Cannabis Entity : [REDACTED] ✓ Percentage of ownership in cannabis entity : [REDACTED]

## Cannabis Entity's Physical Address

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

## Cannabis Entity's Primary Contact/Responsible Person

- ✓ First Name: Nidhal ✓ Last Name: Zeer ✓ Title: Member
- ✓ Phone Number : [REDACTED] ✓ Email Address: [REDACTED] ✓ Street Address: [REDACTED]

Unit No / Apt :  
No

✓ City: [REDACTED]

✓ State: [REDACTED]

✓ Zip Code: [REDACTED]

✓ Address : Yes  
Verified?

✓ Select : Individual  
Individual or  
Entity:

## Individual

✓ Legal First Name : Nidhal

✓ Legal Last Name : Zeer

Suffix:

✓ Cannabis Entity Name : [REDACTED]

✓ Entity Type: [REDACTED]

✓ Connection to Cannabis Entity : [REDACTED]

✓ Role in Cannabis Entity : [REDACTED]

✓ Percentage of ownership in cannabis entity : [REDACTED]

## Cannabis Entity's Physical Address

✓ Street: [REDACTED]

Unit No / Apt :  
No

✓ City: [REDACTED]

✓ State: [REDACTED]

✓ Zip Code: [REDACTED]

✓ Address : Yes  
Verified?

## Cannabis Entity's Primary Contact/Responsible Person

✓ First Name: Nidhal

✓ Last Name: Zeer

✓ Title: Member

✓ Phone Number : [REDACTED]

✓ Email Address: [REDACTED]

✓ Street Address: [REDACTED]

Unit No / Apt :  
No

✓ City: [REDACTED]

✓ State: [REDACTED]

✓ Zip Code: [REDACTED]

✓ Address : Yes  
Verified?

✓ Select : Individual  
Individual or  
Entity:

## Individual

✓ Legal First Name : Nidhal

✓ Legal Last Name : Zeer

Suffix:

✓ Cannabis Entity Name : [REDACTED]

✓ Entity Type: [REDACTED]

✓ Connection to : Cannabis Entity : [REDACTED]



✓ Role in Cannabis Entity : ██████████

✓ Percentage of ownership in cannabis entity : █

### Cannabis Entity's Physical Address

---

✓ Street: ██████████

Unit No / Apt :  
No

✓ City: ██████████

✓ State: ██████████

✓ Zip Code: ██████████

✓ Address Verified? : Yes

### Cannabis Entity's Primary Contact/Responsible Person

---

✓ First Name: Nidhal

✓ Last Name: Zeer

✓ Title: Member

✓ Phone Number : ██████████

✓ Email Address: ██████████

✓ Street Address: ██████████

Unit No / Apt :  
No

✓ City: ██████████

✓ State: ██████████

✓ Zip Code: ██████████

✓ Address Verified? : Yes

---

✓ Select Individual or Entity: Individual

### Individual

---

✓ Legal First Name : Nidhal

✓ Legal Last Name : Zeer

Suffix:

✓ Cannabis Entity Name : ██████████

✓ Entity Type: ██████████

✓ Connection to Cannabis Entity : ██████████

✓ Role in Cannabis Entity : ██████████

✓ Percentage of ownership in cannabis entity : █

### Cannabis Entity's Physical Address

---

✓ Street: ██████████

Unit No / Apt :  
No

✓ City: ██████████

✓ State: ██████████

✓ Zip Code: ██████████

✓ Address Verified? : Yes

### Cannabis Entity's Primary Contact/Responsible Person

---

✓ First Name: Nidhal

✓ Last Name: Zeer

✓ Title: Member

✓ Phone Number : [REDACTED]      ✓ Email Address: [REDACTED]      ✓ Street Address: [REDACTED]  
Unit No / Apt No :      ✓ City: [REDACTED]      ✓ State: [REDACTED]  
✓ Zip Code: [REDACTED]      ✓ Address Verified? : Yes

---

✓ Select Individual or Entity: Individual

## Individual

---

✓ Legal First Name : Nidhal      ✓ Legal Last Name : Zeer      Suffix:  
✓ Cannabis Entity Name : [REDACTED]      ✓ Entity Type: [REDACTED]      ✓ Connection to Cannabis Entity : [REDACTED]  
✓ Role in Cannabis Entity : [REDACTED]      ✓ Percentage of ownership in cannabis entity : [REDACTED]

## Cannabis Entity's Physical Address

---

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

## Cannabis Entity's Primary Contact/Responsible Person

---

✓ First Name: Nidhal      ✓ Last Name: Zeer      ✓ Title: Member  
✓ Phone Number : [REDACTED]      ✓ Email Address: [REDACTED]      ✓ Street Address: [REDACTED]  
Unit No / Apt No :      ✓ City: [REDACTED]      ✓ State: [REDACTED]  
✓ Zip Code: [REDACTED]      ✓ Address Verified? : Yes

---

✓ Select Individual or Entity: Individual

## Individual

---

✓ Legal First Name : Nidhal      ✓ Legal Last Name : Zeer      Suffix:

✓ Cannabis Entity Name : ██████████

✓ Entity Type: ██████████

✓ Connection to Cannabis Entity ██████████

✓ Role in Cannabis Entity : ██████████

✓ Percentage of ownership in cannabis entity ██████████

### Cannabis Entity's Physical Address

---

✓ Street: ██████████

Unit No / Apt :  
No

✓ City: ██████████

✓ State: ██████████

✓ Zip Code: ██████████

✓ Address Verified? : Yes

### Cannabis Entity's Primary Contact/Responsible Person

---

✓ First Name: Nidhal

✓ Last Name: Zeer

✓ Title: Member

✓ Phone Number : ██████████

✓ Email Address: ██████████

✓ Street Address: ██████████

Unit No / Apt :  
No

✓ City: ██████████

✓ State: ██████████

✓ Zip Code: ██████████

✓ Address Verified? : Yes

✓ Select Individual or Entity: Individual

### Individual

---

✓ Legal First Name : Nidhal

✓ Legal Last Name : Zeer

Suffix:

✓ Cannabis Entity Name : ██████████

✓ Entity Type: ██████████

✓ Connection to Cannabis Entity ██████████

✓ Role in Cannabis Entity : ██████████

✓ Percentage of ownership in cannabis entity ██████████

### Cannabis Entity's Physical Address

---

✓ Street: ██████████

Unit No / Apt :  
No

✓ City: ██████████

✓ State: ██████████

✓ Zip Code: ██████████

✓ Address Verified? : Yes

**Cannabis Entity's Primary Contact/Responsible Person**

✓ First Name: Nidhal

✓ Last Name: Zeer

✓ Title: Member

✓ Phone Number

✓ Email Address:

✓ Street Address:

Unit No / Apt :  
No

✓ City:

✓ State:

✓ Zip Code:

✓ Address Verified? : Yes

✓ Select : Individual  
Individual or  
Entity:

## Individual

✓ Legal First Name : Nidhal

✓ Legal Last Name : Zeer

Suffix:

✓ Cannabis Entity Name

✓ Entity Type:

✓ Connection to :  
Cannabis  
Entity

✓ Role in Cannabis Entity

✓ Percentage of ownership in cannabis entity

## Cannabis Entity's Physical Address

✓ Street:

Unit No / Apt :  
No

✓ City:

✓ State:

✓ Zip Code:

✓ Address Verified? : Yes

## Cannabis Entity's Primary Contact/Responsible Person

✓ First Name: Nidhal

✓ Last Name: Zeer

✓ Title: Member

✓ Phone Number

✓ Email Address:

✓ Street Address:

Unit No / Apt :  
No

✓ City:

✓ State:

✓ Zip Code:

✓ Address Verified? : Yes

✓ Select : Individual  
Individual or  
Entity:

## Individual

---

✓ Legal First Name : Nidhal

✓ Legal Last Name : Zeer

Suffix:

✓ Cannabis Entity Name : [REDACTED]

✓ Entity Type: [REDACTED]

✓ Connection to Cannabis Entity : [REDACTED]

✓ Role in Cannabis Entity : [REDACTED]

✓ Percentage of ownership in cannabis entity : [REDACTED]

## Cannabis Entity's Physical Address

---

✓ Street: [REDACTED]

Unit No / Apt : No

✓ City: [REDACTED]

✓ State: [REDACTED]

✓ Zip Code: [REDACTED]

✓ Address Verified? : Yes

## Cannabis Entity's Primary Contact/Responsible Person

---

✓ First Name: Nidhal

✓ Last Name: Zeer

✓ Title: Member

✓ Phone Number : [REDACTED]

✓ Email Address: [REDACTED]

✓ Street Address: [REDACTED]

Unit No / Apt : No

✓ City: [REDACTED]

✓ State: [REDACTED]

✓ Zip Code: [REDACTED]

✓ Address Verified? : Yes

---

✓ Select Individual or Entity: Individual

## Individual

---

✓ Legal First Name : Nidhal

✓ Legal Last Name : Zeer

Suffix:

✓ Cannabis Entity Name : [REDACTED]

✓ Entity Type: [REDACTED]

✓ Connection to Cannabis Entity : [REDACTED]

✓ Role in Cannabis Entity : [REDACTED]

✓ Percentage of ownership in cannabis entity : [REDACTED]

## Cannabis Entity's Physical Address

---

✓ Street: [REDACTED]

Unit No / Apt : No

✓ City: [REDACTED]

✓ State: [REDACTED]

✓ Zip Code: [REDACTED]

✓ Address : Yes  
Verified?

### Cannabis Entity's Primary Contact/Responsible Person

---

✓ First Name: Nidhal

✓ Last Name: Zeer

✓ Title: Member

✓ Phone : [REDACTED]  
Number

✓ Email Address: [REDACTED]

✓ Street Address: [REDACTED]

Unit No / Apt :  
No

✓ City: [REDACTED]

✓ State: [REDACTED]

✓ Zip Code: [REDACTED]

✓ Address : Yes  
Verified?

✓ Select : Individual  
Individual or  
Entity:

### Individual

---

✓ Legal First : Nidhal  
Name

✓ Legal Last : Zeer  
Name

Suffix:

✓ Cannabis : [REDACTED]  
Entity Name

✓ Entity Type: [REDACTED]

✓ Connection to [REDACTED]  
Cannabis  
Entity

✓ Role in : [REDACTED]  
Cannabis [REDACTED]  
Entity

✓ Percentage of : [REDACTED]  
ownership in  
cannabis entity

### Cannabis Entity's Physical Address

---

✓ Street: [REDACTED]

Unit No / Apt :  
No

✓ City: [REDACTED]

✓ State: [REDACTED]

✓ Zip Code: [REDACTED]

✓ Address : Yes  
Verified?

### Cannabis Entity's Primary Contact/Responsible Person

---

✓ First Name: Nidhal

✓ Last Name: Zeer

✓ Title: Member

✓ Phone : [REDACTED]  
Number

✓ Email Address: [REDACTED]

✓ Street Address: [REDACTED]

Unit No / Apt :  
No

✓ City: [REDACTED]

✓ State: [REDACTED]

✓ Zip Code: [REDACTED]

✓ Address : Yes  
Verified?

✓ Select : Individual  
Individual or  
Entity:

## Individual

---

✓ Legal First Name : Nidhal

✓ Legal Last Name : Zeer

Suffix:

✓ Cannabis Entity Name : ██████████

✓ Entity Type: ██████████  
██████

✓ Connection to : ██████████  
Cannabis  
Entity

✓ Role in Cannabis Entity : ██████████  
██████

✓ Percentage of ownership in cannabis entity : ██████

## Cannabis Entity's Physical Address

---

✓ Street: ██████████  
█

Unit No / Apt :  
No

✓ City: ██████

✓ State: ██████

✓ Zip Code: ██████

✓ Address Verified? : Yes

## Cannabis Entity's Primary Contact/Responsible Person

---

✓ First Name: Nidhal

✓ Last Name: Zeer

✓ Title: Member

✓ Phone Number : ██████████

✓ Email Address: ██████████

✓ Street Address: ██████████  
█

Unit No / Apt :  
No

✓ City: ██████████

✓ State: ██████

✓ Zip Code: ██████

✓ Address Verified? : Yes

✓ Select : Individual  
Individual or  
Entity:

## Individual

---

✓ Legal First Name : Nidhal

✓ Legal Last Name : Zeer

Suffix:

✓ Cannabis Entity Name : ██████████

✓ Entity Type: ██████████  
██████

✓ Connection to : ██████████  
Cannabis  
Entity

✓ Role in Cannabis Entity : ██████████  
██████

✓ Percentage of ownership in cannabis entity : ██████



## Cannabis Entity's Physical Address

---

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

## Cannabis Entity's Primary Contact/Responsible Person

---

- ✓ First Name: Nidhal ✓ Last Name: Zeer ✓ Title: Member
- ✓ Phone Number : [REDACTED] ✓ Email Address: [REDACTED] ✓ Street Address: [REDACTED]
- Unit No / Apt : No ✓ City: [REDACTED] ✓ State: [REDACTED]
- ✓ Zip Code: [REDACTED] ✓ Address Verified? : Yes

- 
- ✓ Select Individual or Entity: Individual

## Individual

---

- ✓ Legal First Name : Nidhal ✓ Legal Last Name : Zeer Suffix:
- ✓ Cannabis Entity Name : [REDACTED] ✓ Entity Type: [REDACTED] ✓ Connection to Cannabis Entity : [REDACTED]
- ✓ Role in Cannabis Entity : [REDACTED] ✓ Percentage of ownership in cannabis entity : [REDACTED]

## Cannabis Entity's Physical Address

---

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

## Cannabis Entity's Primary Contact/Responsible Person

---

- ✓ First Name: Nidhal ✓ Last Name: Zeer ✓ Title: Member
- ✓ Phone Number : [REDACTED] ✓ Email Address: [REDACTED] ✓ Street Address: [REDACTED]

Unit No / Apt :  
No

✓ [Redacted]

✓ State: [Redacted]

✓ Zip Code: [Redacted]

✓ Address : Yes  
Verified?

## 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? : YES

✓ Select One: Related Cannabis Entity

✓ Name: [Redacted]

✓ License Type: [Redacted]

✓ Licensing Board or Commission : [Redacted]

✓ License Issued Date : [Redacted]

✓ License Expiration Date : [Redacted]

✓ Select One: Related Cannabis Entity

✓ Name: [Redacted]

✓ License Type: [Redacted]

✓ Licensing Board or Commission : [Redacted]

✓ License Issued Date : [Redacted]

✓ License Expiration Date : [Redacted]

✓ Select One: Related Cannabis Entity

✓ Name: [Redacted]

✓ License Type: [Redacted]

✓ Licensing Board or Commission : [Redacted]

✓ License Issued Date : [Redacted]

✓ License Expiration Date : [Redacted]

✓ Select One: Related Cannabis Entity

✓ Name: [Redacted]

✓ License Type: [Redacted]

✓ Licensing Board or Commission : [Redacted]

✓ License Issued Date : [Redacted]

✓ License Expiration Date : [Redacted]

✓ Select One: Related Cannabis Entity

✓ Name: [Redacted]

✓ License Type: [Redacted]

✓ Licensing Board or Commission : [Redacted]

✓ License Issued Date : [Redacted]

✓ License Expiration Date : [Redacted]

✓ Select One: Related Cannabis Entity

✓ Name: [Redacted]

✓ License Type: [Redacted]



✓ Select One: Related Cannabis Entity

✓ Name: [REDACTED]

✓ License [REDACTED]

✓ Licensing Board or Commission : [REDACTED]

✓ License Issued Date : [REDACTED]

✓ License Expiration Date : [REDACTED]

---

✓ Select One: Related Cannabis Entity

✓ Name: [REDACTED]

✓ License Type: [REDACTED]

✓ Licensing Board or Commission : [REDACTED]

✓ License Issued Date : [REDACTED]

✓ License Expiration Date : [REDACTED]

---

✓ Select One: Related Cannabis Entity

✓ Name: [REDACTED]

✓ License Type: [REDACTED]

✓ Licensing Board or Commission : [REDACTED]

✓ License Issued Date : [REDACTED]

✓ License Expiration Date : [REDACTED]

---

✓ Select One: Related Cannabis Entity

✓ Name: [REDACTED]

✓ License Type: [REDACTED]

✓ Licensing Board or Commission : [REDACTED]

✓ License Issued Date : [REDACTED]

✓ License Expiration Date : [REDACTED]

---

✓ Select One: Related Cannabis Entity

✓ Name: [REDACTED]

✓ License Type: [REDACTED]

✓ Licensing Board or Commission : [REDACTED]

✓ License Issued Date : [REDACTED]

✓ License Expiration Date : [REDACTED]

---

✓ Select One: Related Cannabis Entity

✓ Name: [REDACTED]

✓ License Type: [REDACTED]

✓ Licensing Board or Commission : [REDACTED]

✓ License Issued Date : [REDACTED]

✓ License Expiration Date : [REDACTED]

---

✓ Select One: Related Cannabis Entity

✓ Name: [REDACTED]

✓ License Type: [REDACTED]

✓ Licensing Board or Commission : [REDACTED]

✓ License Issued Date : [REDACTED]

✓ License Expiration Date : [REDACTED]

---

✓ Select One: Related Cannabis Entity

✓ Name: [REDACTED]

✓ License Type: [REDACTED]

✓ Licensing Board or Commission : [REDACTED]

✓ License Issued Date : [REDACTED]

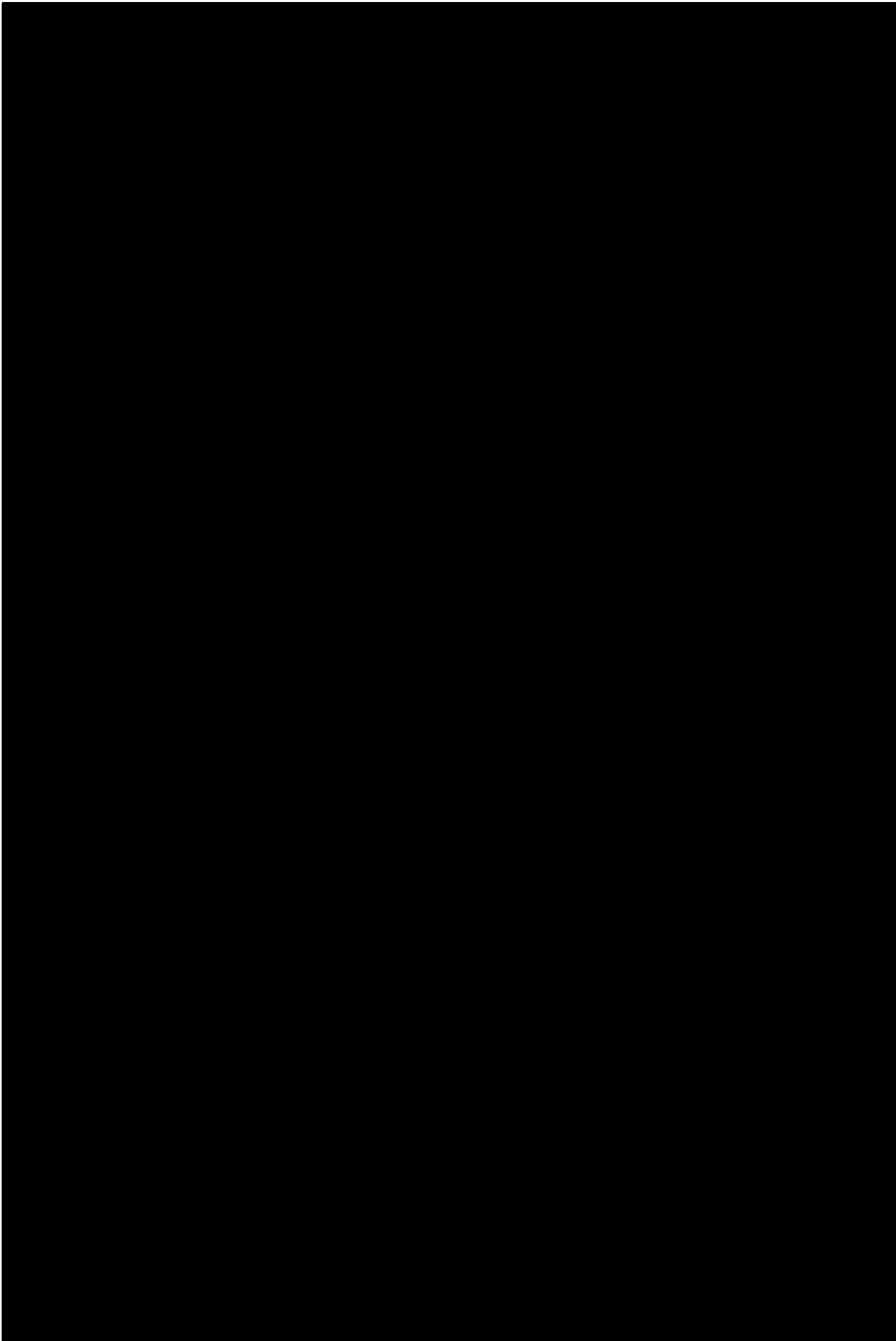
✓ License Expiration Date : [REDACTED]

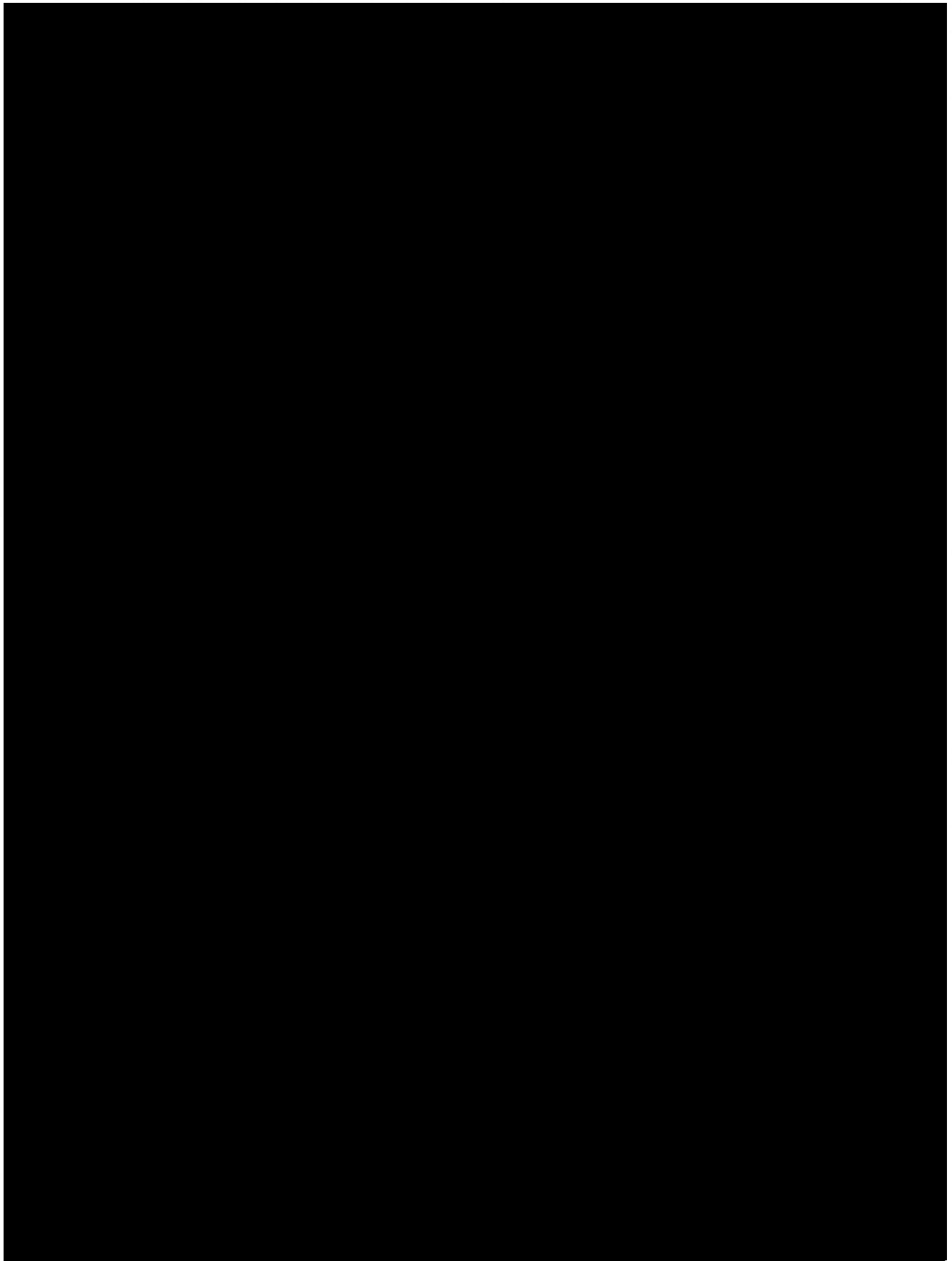
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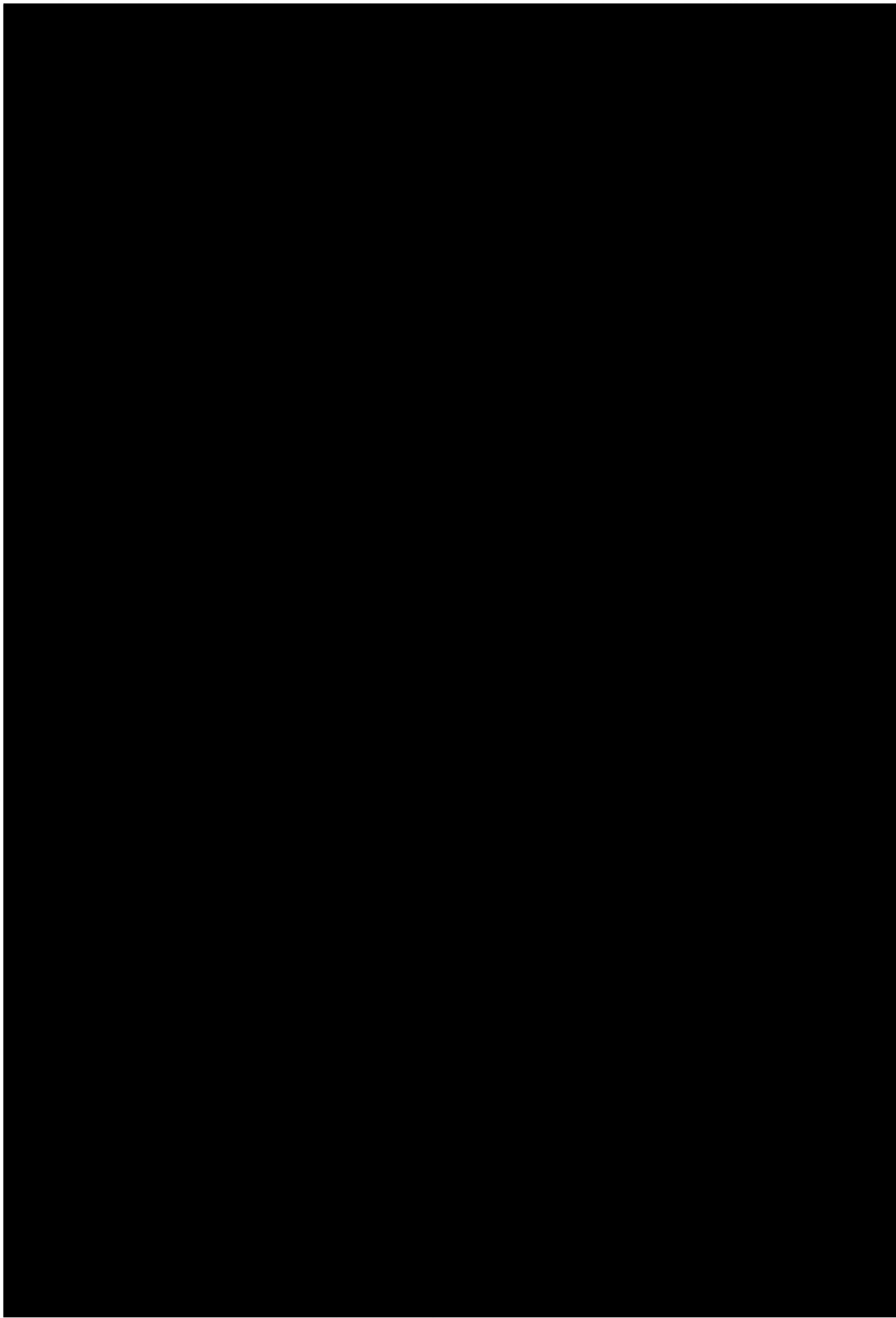
✓ Select One: Related Cannabis Entity

✓ Name: [REDACTED]

✓ License Type: [REDACTED]







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

---

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

---

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

---

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

---



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

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

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

✓ Commencement : 52  
of Operation

✓ Year One: 52

✓ Year Two: 64

✓ Year Three: 78

✓ Year Four: 86

✓ Year Five: 94

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

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

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

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

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

✓ Signature: Nidhal Zeer

✓ Signature Date: 12/30/2022

## Documents

✓ Resume or Curriculum Vitae of Individuals with Ownership Interest: 1683\_Exhibit 1\_Resume or Curriculum Vitae of Individuals with Ownership Int...

✓ Residency of Owners: 1683\_Exhibit 2\_Residency of Owners.pdf (/api/documents/C7uV\_FxDv/dow...

✓ Criminal Background Check: 1683\_Exhibit 3\_Criminal Background Check.pdf (/api/documents/8Fe6Yqwn...

✓ Demonstration of Sufficient Capital: 1683\_Exhibit 4\_Demonstration of Sufficient Capital.pdf (/api/documents/ZS...

✓ Financial Statements: 1683\_Exhibit 5\_Financial Statements.pdf (/api/documents/GJICcDyri/downl...

✓ Tax Plan:	1683_Exhibit 6_Tax Plan.pdf (/api/documents/CKGNddnmd/download)
✓ Business Formation Documents:	1683_Exhibit 7_Business Formation Documents.pdf (/api/documents/FJSG-...
✓ Business License and Authorization of Local Jurisdictions:	1683_Exhibit 8_Business License and Authorization of Local Authorities.pdf (...)
✓ Business Plan:	1683_Exhibit 9_Business Plan.pdf (/api/documents/RthJwyTDX/download)
✓ Evidence of Business Relationship with other Licensees and Prospective Licensees:	1683_Exhibit 10_Evidence of Business Relationship with Other Licensees an...
✓ Coordination of Information from Registered Certifying Physicians:	1683_Exhibit 11_Coordination of Information from Registered Certifying Phy...
✓ Point-of-Sale Responsibilities:	1683_Exhibit 12_Point-of-Sale Responsibilities.pdf (/api/documents/EROrhZ...
✓ Confidentiality of Patient Information:	1683_Exhibit 13_Confidentiality of Patient Information.pdf (/api/documents/...
✓ Money Handling and Taxes:	1683_Exhibit 14_Money Handling and Taxes.pdf (/api/documents/dCWMvl-...
✓ Standard Operating Plan and Procedures:	1683_Exhibit 15_Standard Operating Plan and Procedures.pdf (/api/docume...
✓ Policies and Procedures Manual:	1683_Exhibit 16_Policies and Procedures Manual.pdf (/api/documents/1cE...
✓ Receiving and Shipping Plan:	1683_Exhibit 17_Receiving and Shipping Plan.pdf (/api/documents/-Cgrfo8f...
✓ Facilities:	1683_Exhibit 18_Facilities.pdf (/api/documents/Amyl5N4C5/download)
✓ Security Plan:	1683_Exhibit 19_Security Plan.pdf (/api/documents/a0hoSX5yC/download)
✓ Personnel:	1683_Exhibit 20_Personnel.pdf (/api/documents/XQGKnjSl/download)
✓ Business Leadership Credentials:	1683_Exhibit 21_Business Leadership Credentials.pdf (/api/documents/jeS...
✓ Employee Handbook:	1683_Exhibit 22_Employee Handbook.pdf (/api/documents/Zd5kD4oOR/do...
✓ Quality Control and Quality Assurance Plan:	1683_Exhibit 23_Quality Control and Quality Assurance Plan.pdf (/api/docu...
✓ Contamination and Recall Plan:	1683_Exhibit 24_Contamination and Recall Plan.pdf (/api/documents/4gou...
✓ Marketing and Advertising Plan:	1683_Exhibit 25_Marketing and Advertising Plan.pdf (/api/documents/Ld4T...
✓ Website and Social Media:	1683_Exhibit 26_Website and Social Media.pdf (/api/documents/OG3M-bxt...
✓ Ownership Entity Individuals (if applicable):	1683_Minority Ownership Documents.pdf (/api/documents/t7zX92-gE/dow...
✓ Minority Ownership Documents:	1683_Minority Ownership Documents.pdf (/api/documents/a1Sas7ywk/do...

✓ **Proof of Minimum Liability and Casualty Insurance:**

Proof of Minimum Liability and Casualty Insurance.pdf (/api/documents/BT...

---

✓ **Affidavit - Entity Applicant:**

FORM K - Affidavit of Entity Applicant for License.pdf (/api/documents/YmK...

---

## Payments

---

✓ **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.

Nidhal Zeer

Owner | Chief Investment Officer

Printed Name of Verifying Individual

Title of Verifying Individual

  
Signature of Verifying Individual

03/01/2023  
Verification Date

## **Table of Contents**

- 1.1** Introduction
- 1.2** Joi Jacobs, PharmD – FORM A: OWNERSHIP RESUME / CURRICULM VITAE
- 1.3** Gloria Boyd, RPh – FORM A: OWNERSHIP RESUME / CURRICULM VITAE
- 1.4** Nidhal Zeer– FORM A: OWNERSHIP RESUME / CURRICULM VITAE

### **1.1 Introduction**

Below is the résumé or curriculum vitae of each individual with an ownership interest in the Applicant, showing, at a minimum, all institutions of higher education attended, including the date, location and type of any degree received; all residential addresses in the last 15 years; and the name, business address and telephone number of all employers in the last 15 years, including a contact person at each.

Individuals with an ownership interest in the Applicant include:

- Joi Jacobs, PharmD (25.5%)
- Gloria Boyd, RPh (25.5%)
- Nidhal Zeer (49%)

In the following pages, the Applicant provides a completed **FORM A: OWNERSHIP RESUME / CURRICULM VITAE** for each individual identified above.

**1.2 Joi Jacobs – FORM A: OWNERSHIP RESUME / CURRICULM VITAE**

**1.2 Joi Jacobs - FORM A: OWNERSHIP RESUME / CURRICULUM VITAE**

<u>Statewide Property Holdings AL, LLC</u>	<u>Dispensary</u>
Business License Applicant Name	License Type
<u>Joi Nicole Jacobs</u>	<u>25.5%</u>
Individual with Ownership Interest in Applicant	Individual's Ownership Percentage in Applicant

**Residential History**

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

[REDACTED]  
Residential Street Address

[REDACTED] Alabama [REDACTED]  
City State Zip

[REDACTED] Present  
Date Resided From (MM/YYYY) Date Resided To (MM/YYYY)

---

[REDACTED]  
Residential Street Address

[REDACTED] Alabama [REDACTED]  
City State Zip

[REDACTED]  
Date Resided From (MM/YYYY) Date Resided To (MM/YYYY)

---

[REDACTED]  
Residential Street Address

[REDACTED] Alabama [REDACTED]  
City State Zip

[REDACTED]  
Date Resided From (MM/YYYY) Date Resided To (MM/YYYY)

---

[REDACTED]  
Residential Street Address

[REDACTED] Alabama [REDACTED]  
City State Zip

[REDACTED]  
Date Resided From (MM/YYYY) Date Resided To (MM/YYYY)

\_\_\_\_\_  
Residential Street Address

\_\_\_\_\_  
City

Alabama  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Date Resided From (MM/YYYY)

\_\_\_\_\_  
Date Resided To (MM/YYYY)

\_\_\_\_\_  
Residential Street Address

\_\_\_\_\_  
City

Alabama  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Date Resided From (MM/YYYY)

\_\_\_\_\_  
Date Resided To (MM/YYYY)

\_\_\_\_\_  
Residential Street Address

\_\_\_\_\_  
City

Alabama  
State

\_\_\_\_\_  
Zip

05/2007  
Date Resided From (MM/YYYY)

\_\_\_\_\_  
Date Resided To (MM/YYYY)

\_\_\_\_\_  
Residential Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Date Resided From (MM/YYYY)

\_\_\_\_\_  
Date Resided To (MM/YYYY)

\_\_\_\_\_  
Residential Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

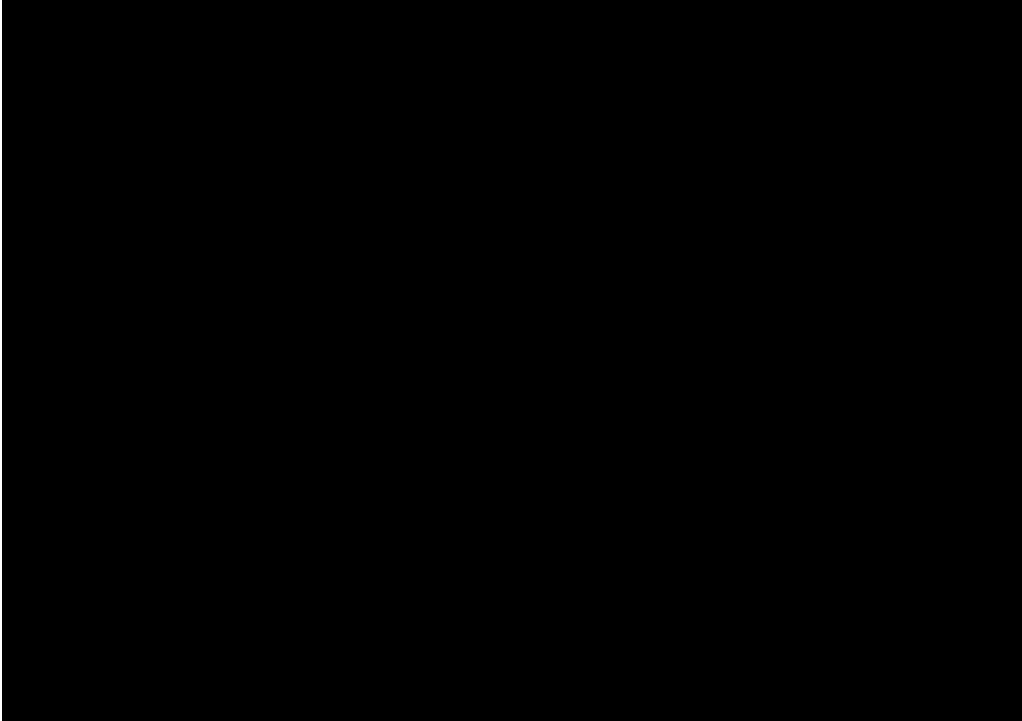
\_\_\_\_\_  
Zip

\_\_\_\_\_  
Date Resided From (MM/YYYY)

\_\_\_\_\_  
Date Resided To (MM/YYYY)

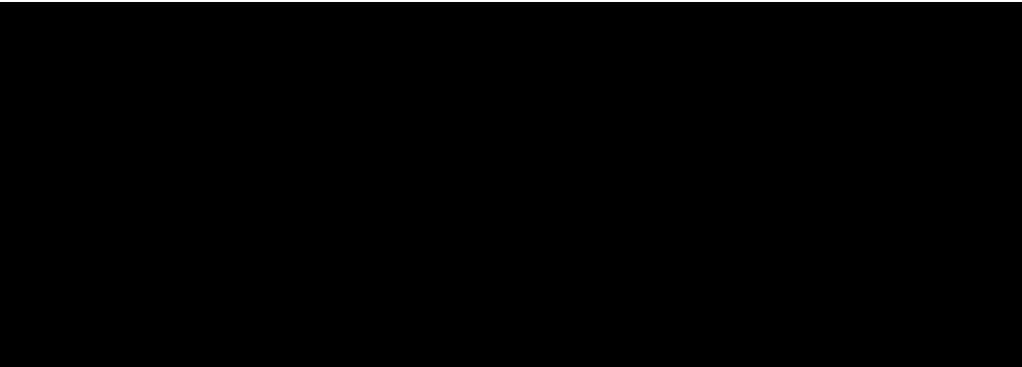
**Education**

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



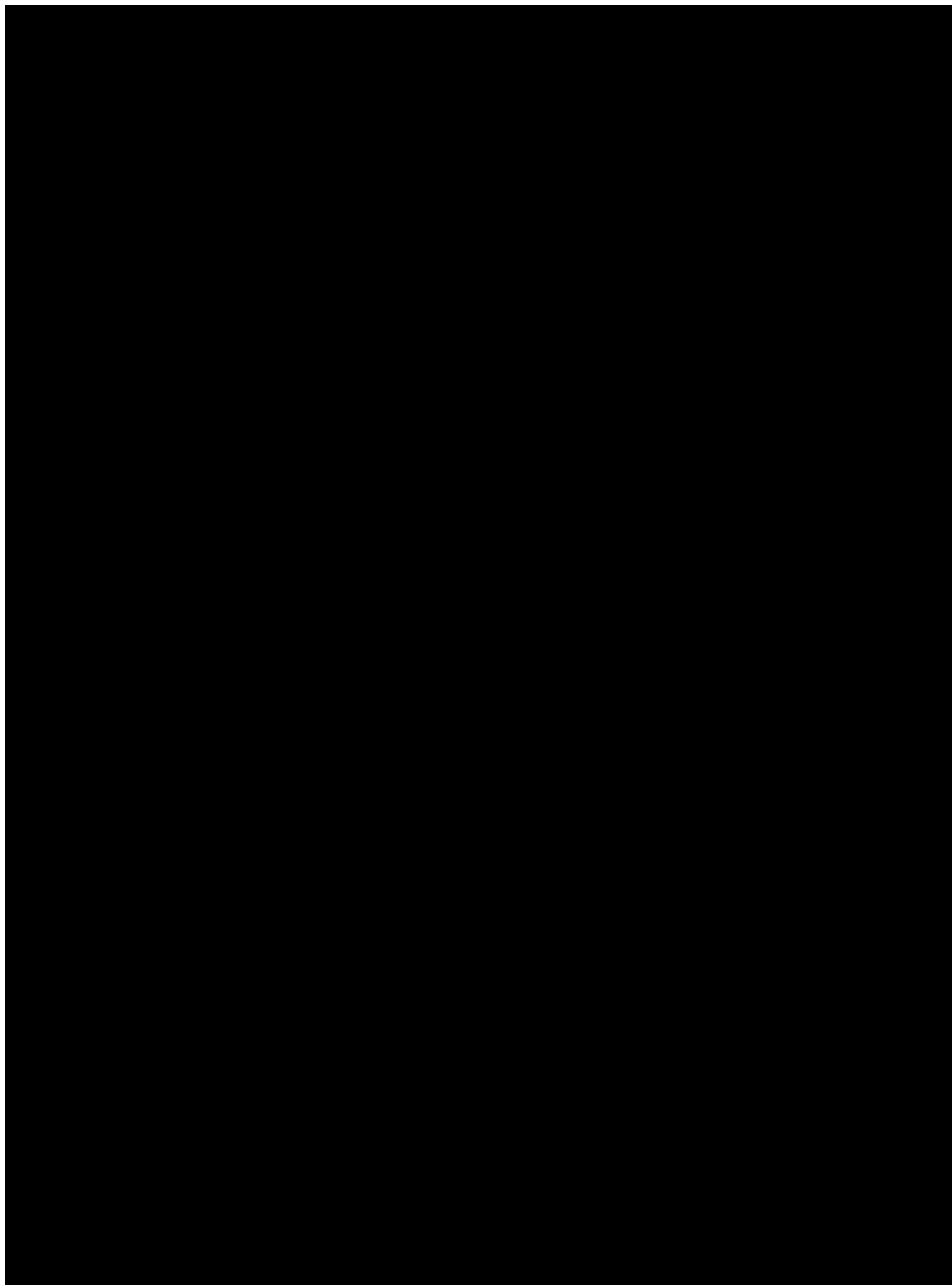
**Employment History**

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

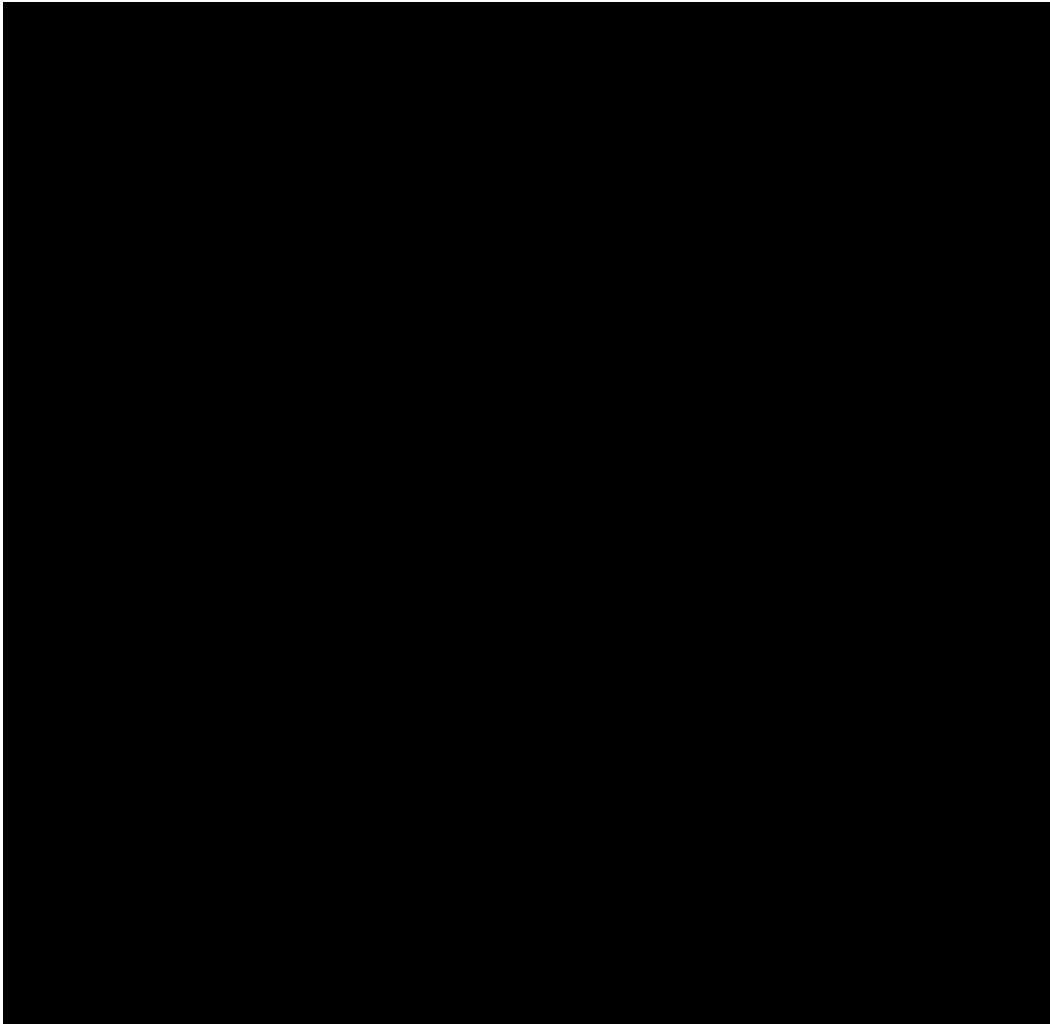


Form A: Ownership Resume / Curriculum Vitae  
Page 3





Form A: Ownership Resume / Curriculum Vitae  
Page 4



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

Form A: Ownership Resume / Curriculum Vitae  
Page 5

**1.3 Gloria Boyd – FORM A: OWNERSHIP RESUME / CURRICULUM VITAE**

**1.3 Gloria Boyd - FORM A: OWNERSHIP RESUME / CURRICULUM VITAE**

<u>Statewide Property Holdings AL, LLC</u>	<u>Dispensary</u>
Business License Applicant Name	License Type
<u>Gloria Peasant Boyd</u>	<u>25.5%</u>
Individual with Ownership Interest in Applicant	Individual’s Ownership Percentage in Applicant

**Residential History**

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

\_\_\_\_\_  
Residential Street Address

<u>_____</u>	<u>Alabama</u>	<u>_____</u>
City	State	Zip
<u>10/2002</u>	<u>Present</u>	
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY)	

\_\_\_\_\_  
Residential Street Address

<u>_____</u>	<u>_____</u>	<u>_____</u>
City	State	Zip
<u>_____</u>	<u>_____</u>	<u>_____</u>
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY)	

\_\_\_\_\_  
Residential Street Address

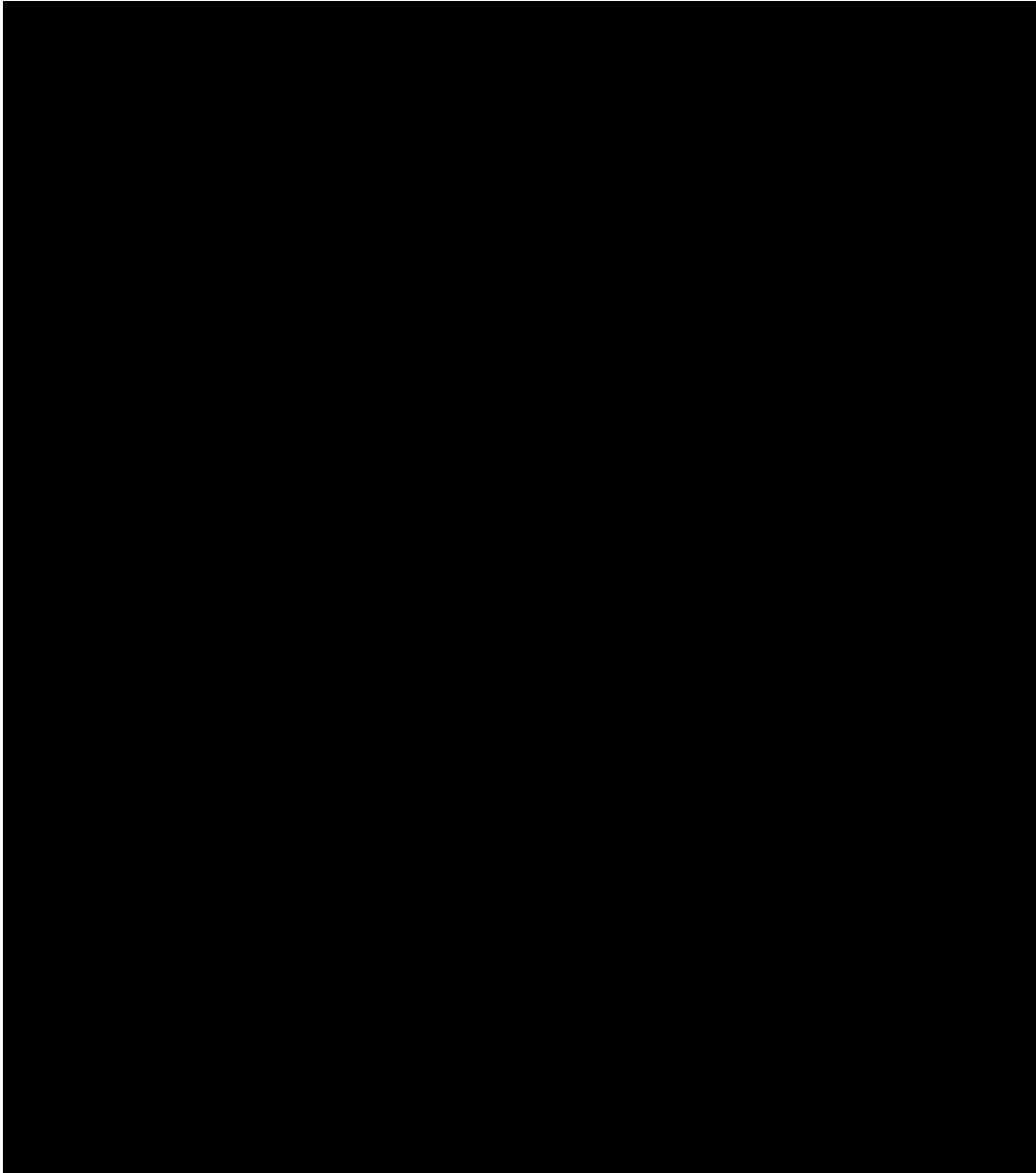
<u>_____</u>	<u>_____</u>	<u>_____</u>
City	State	Zip
<u>_____</u>	<u>_____</u>	<u>_____</u>
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY)	

\_\_\_\_\_  
Residential Street Address

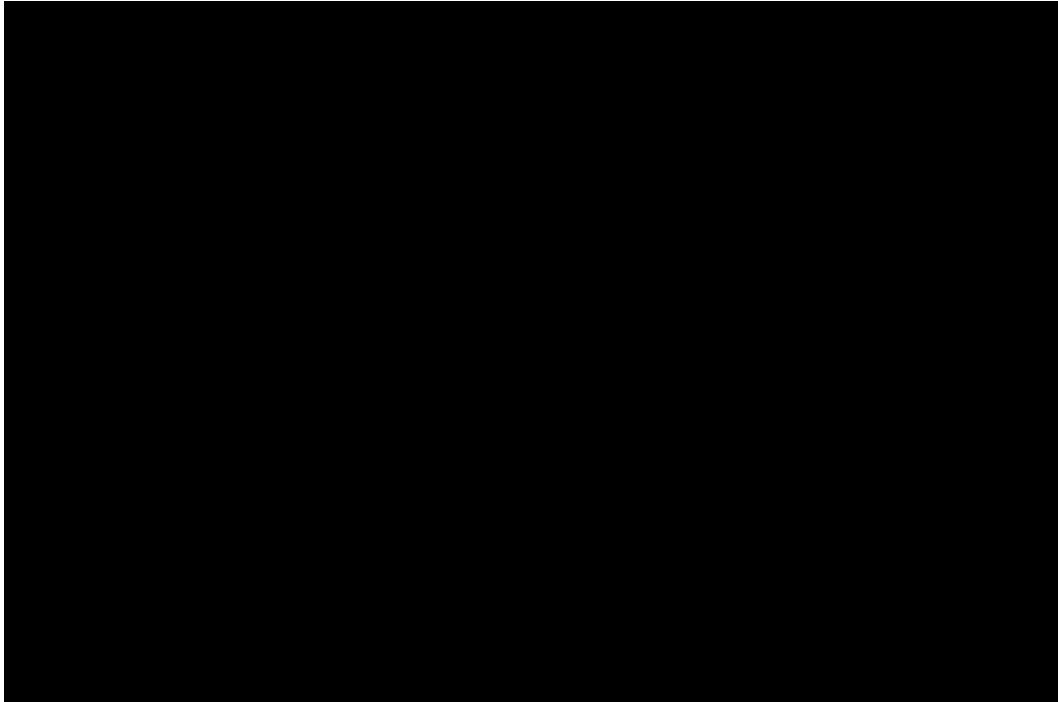
<u>_____</u>	<u>_____</u>	<u>_____</u>
City	State	Zip
<u>_____</u>	<u>_____</u>	<u>_____</u>
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY)	

**Education**

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



Form A: Ownership Resume / Curriculum Vitae  
Page 3



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

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

Form A: Ownership Resume / Curriculum Vitae  
Page 4

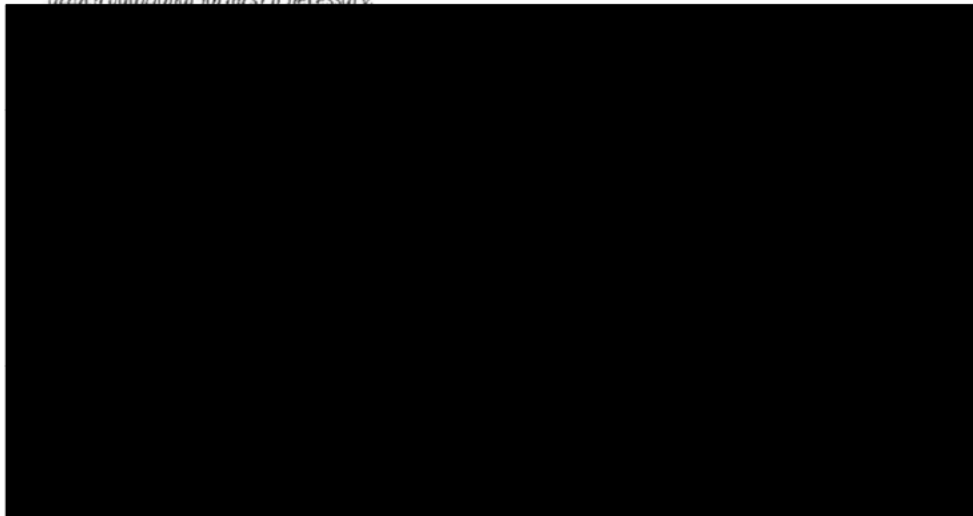
**1.4 Nidhal Zeer – FORM A: OWNERSHIP RESUME / CURRICULM VITAE**

**FORM A: OWNERSHIP RESUME / CURRICULM VITAE**

<u>Statewide Property Holdings AL LLC</u>	<u>Dispensary</u>
Business License Applicant Name	License Type
<b>Nidhal Zeer</b>	<b>49%</b>
Individual with Ownership Interest in Applicant	Individual's Ownership Percentage in Applicant

**Residential History**

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




---

Residential Street Address \_\_\_\_\_

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

Date Resided From (MM/YYYY) \_\_\_\_\_ Date Resided To (MM/YYYY) \_\_\_\_\_

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Residential Street Address \_\_\_\_\_

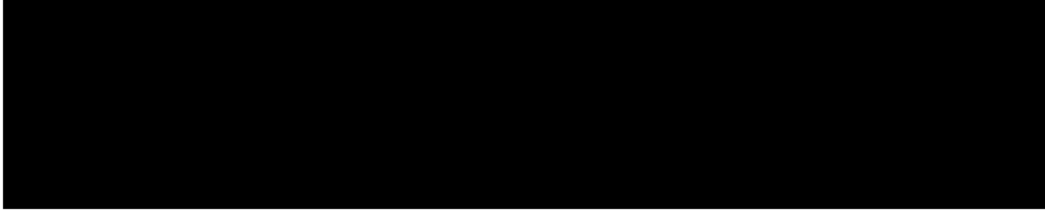
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date Resided From (MM/YYYY) \_\_\_\_\_ Date Resided To (MM/YYYY) \_\_\_\_\_

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**Education**

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



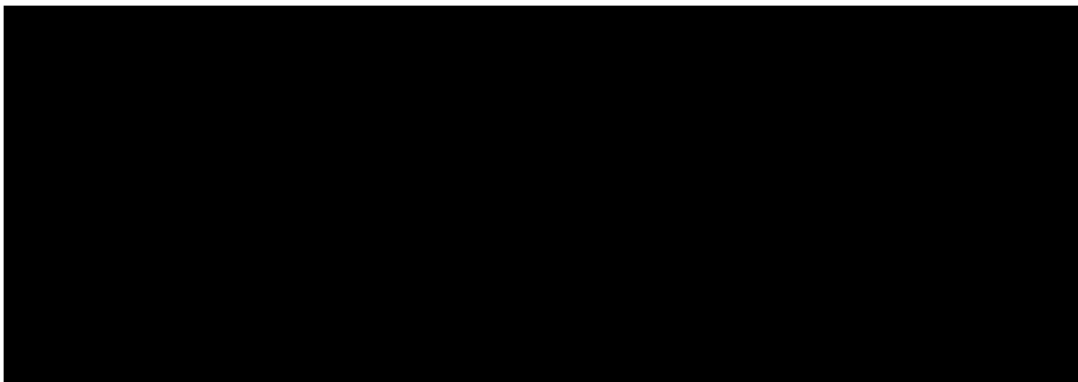
Institution	City	State
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received

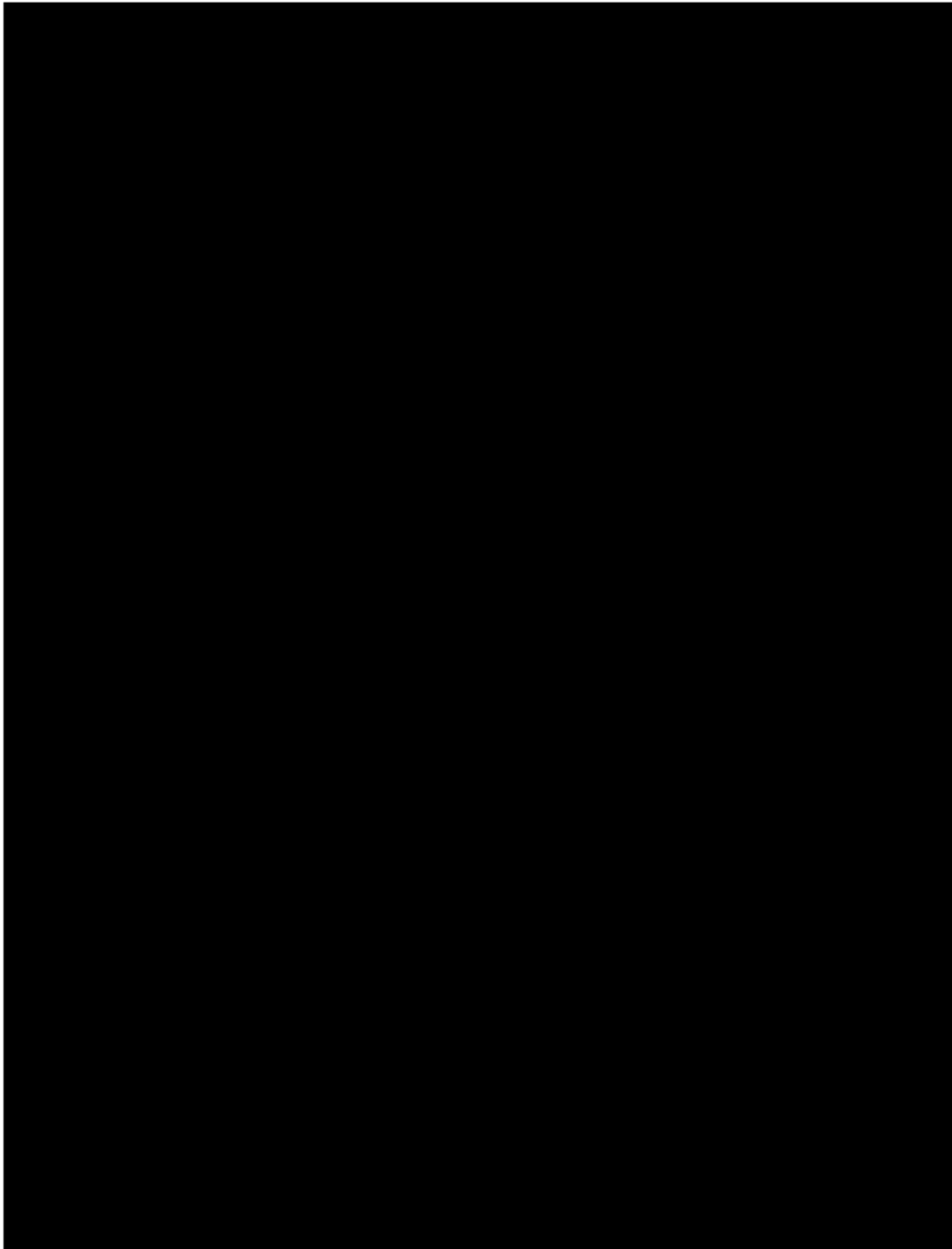
Institution	City	State
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received

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

**Employment History**

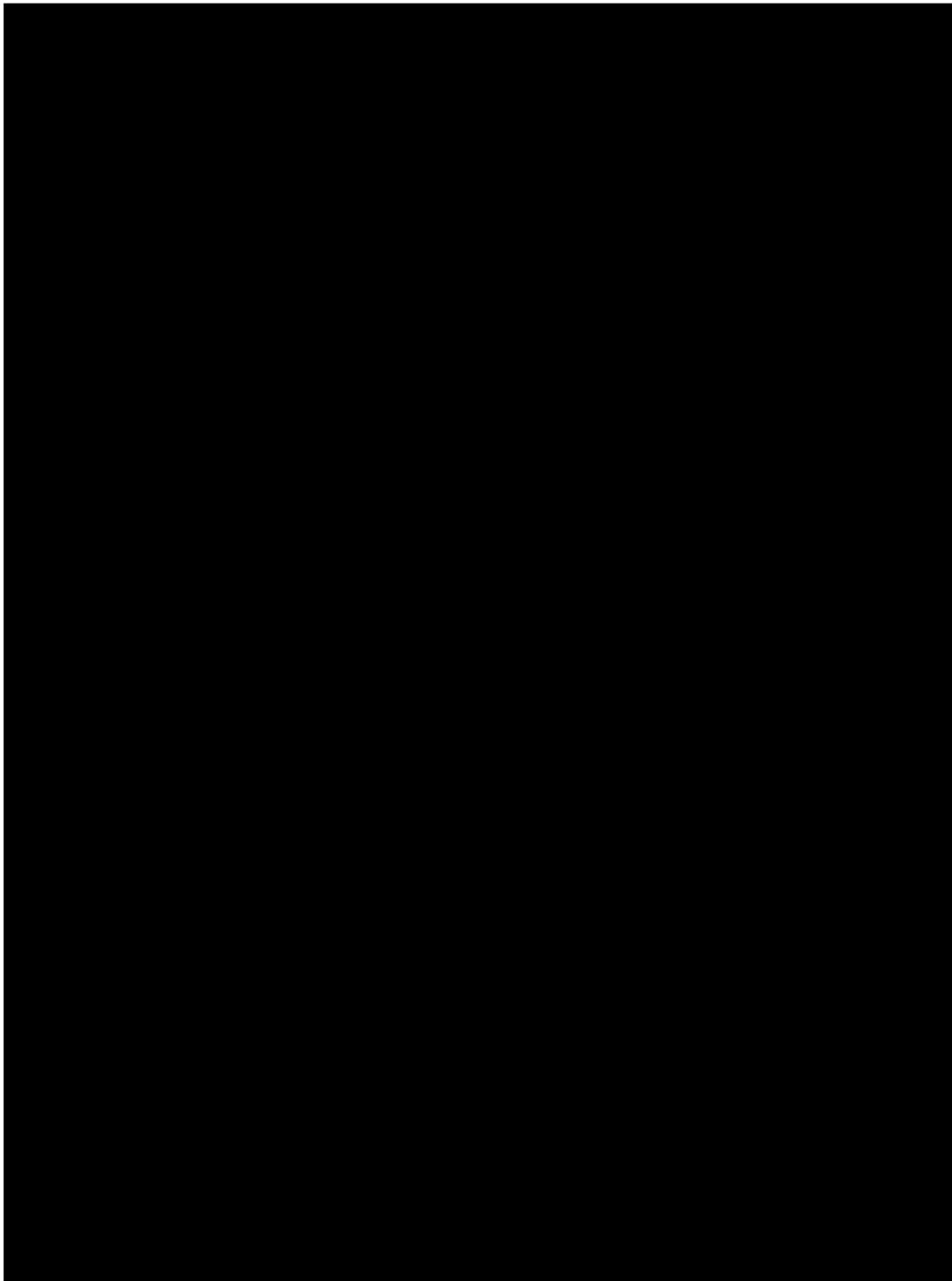
*Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.*



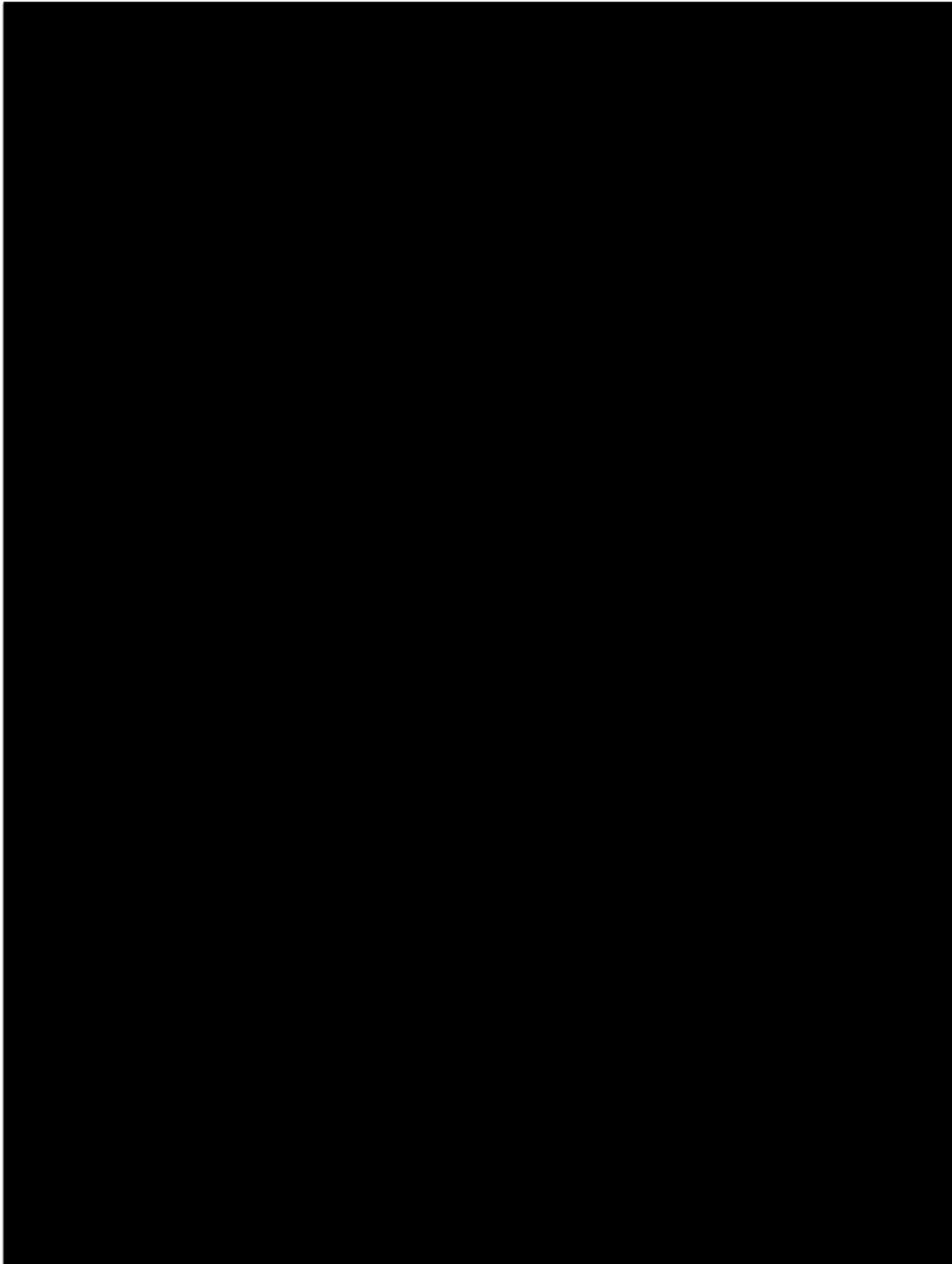


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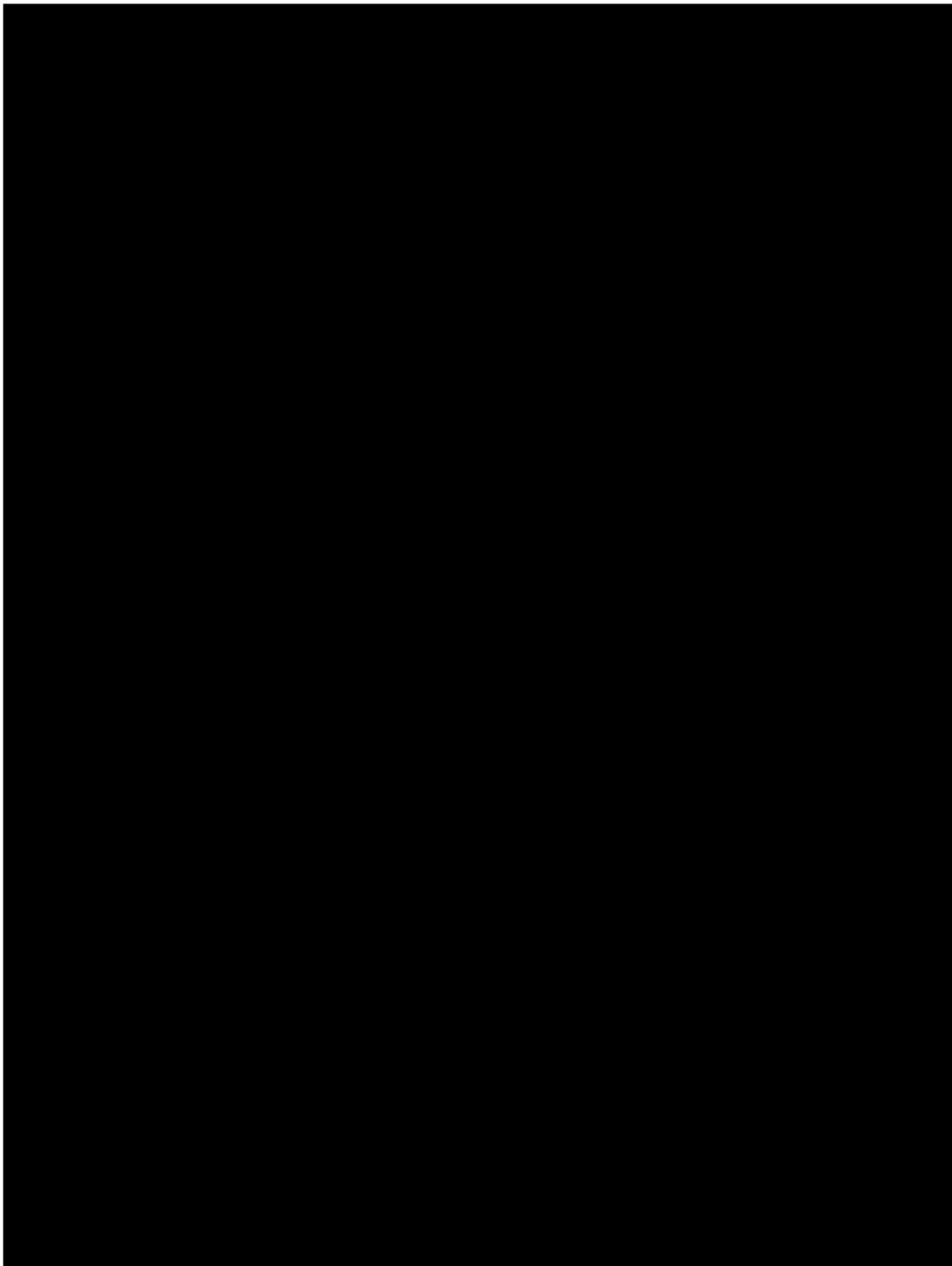




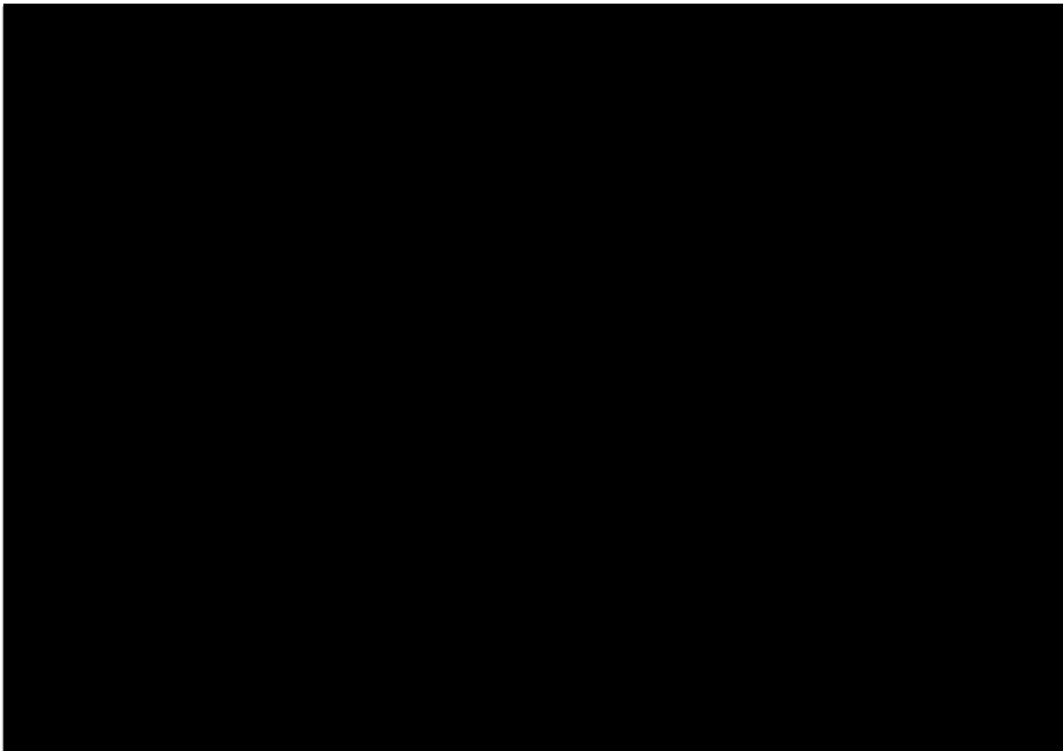
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Form A: Ownership Resume / Curriculum Vitae  
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Form A: Ownership Resume / Curriculum Vitae  
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Employer	Contact Person	Telephone
Business Address		
City	State	Zip
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	

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

Form A: Ownership Resume / Curriculum Vitae  
Page 4

# 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.

Nidhal Zeer

Owner | Chief Investment Officer

\_\_\_\_\_  
Printed Name of Verifying Individual

\_\_\_\_\_  
Title of Verifying Individual

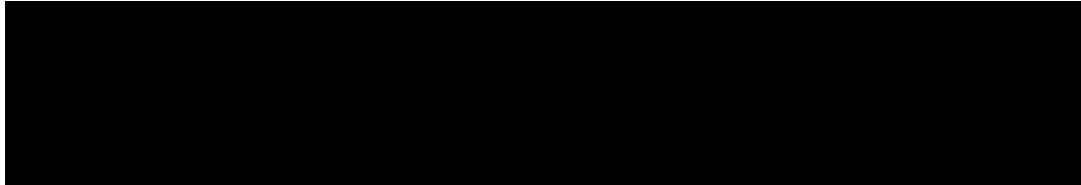
Nidhal Zeer  
Signature of Verifying Individual

12/27/22  
Verification Date

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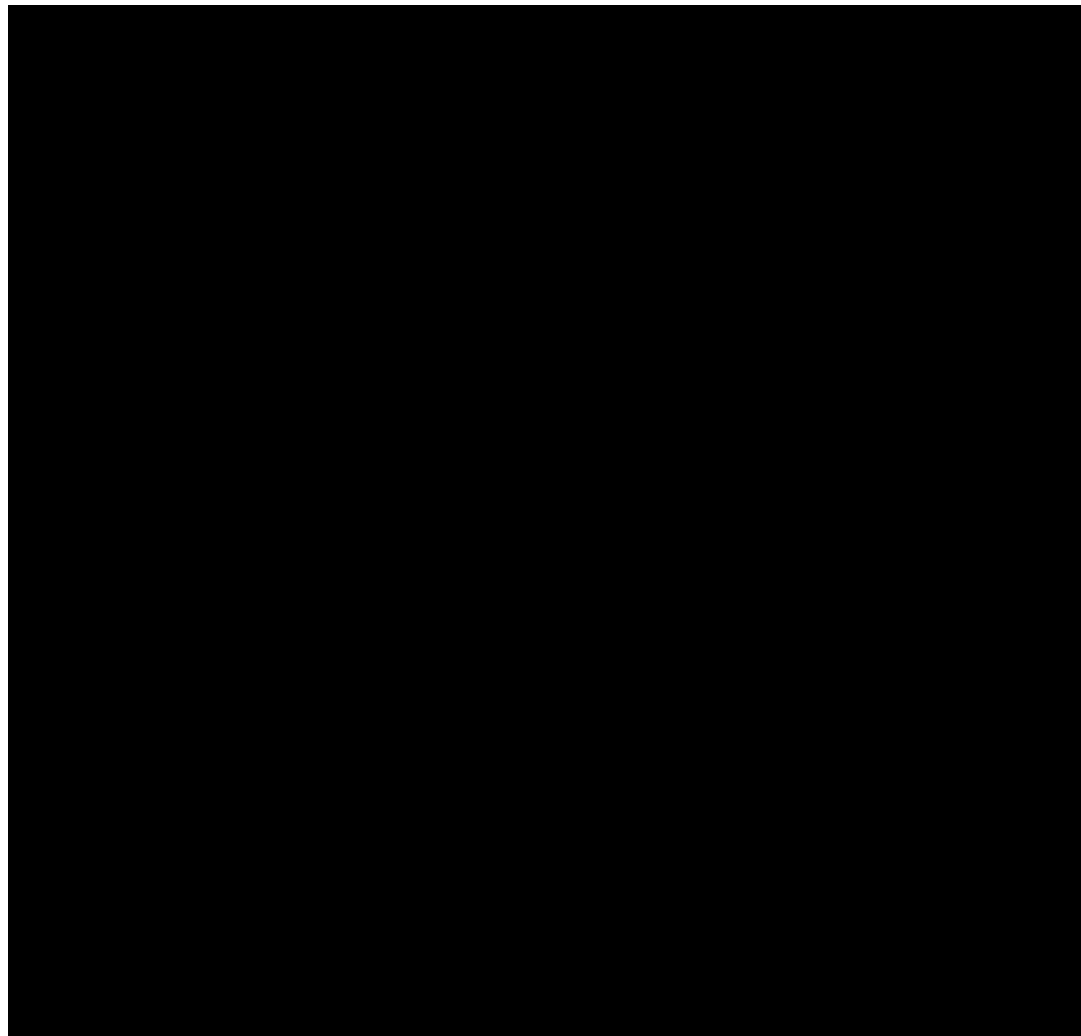
**2.1 Summary 2**

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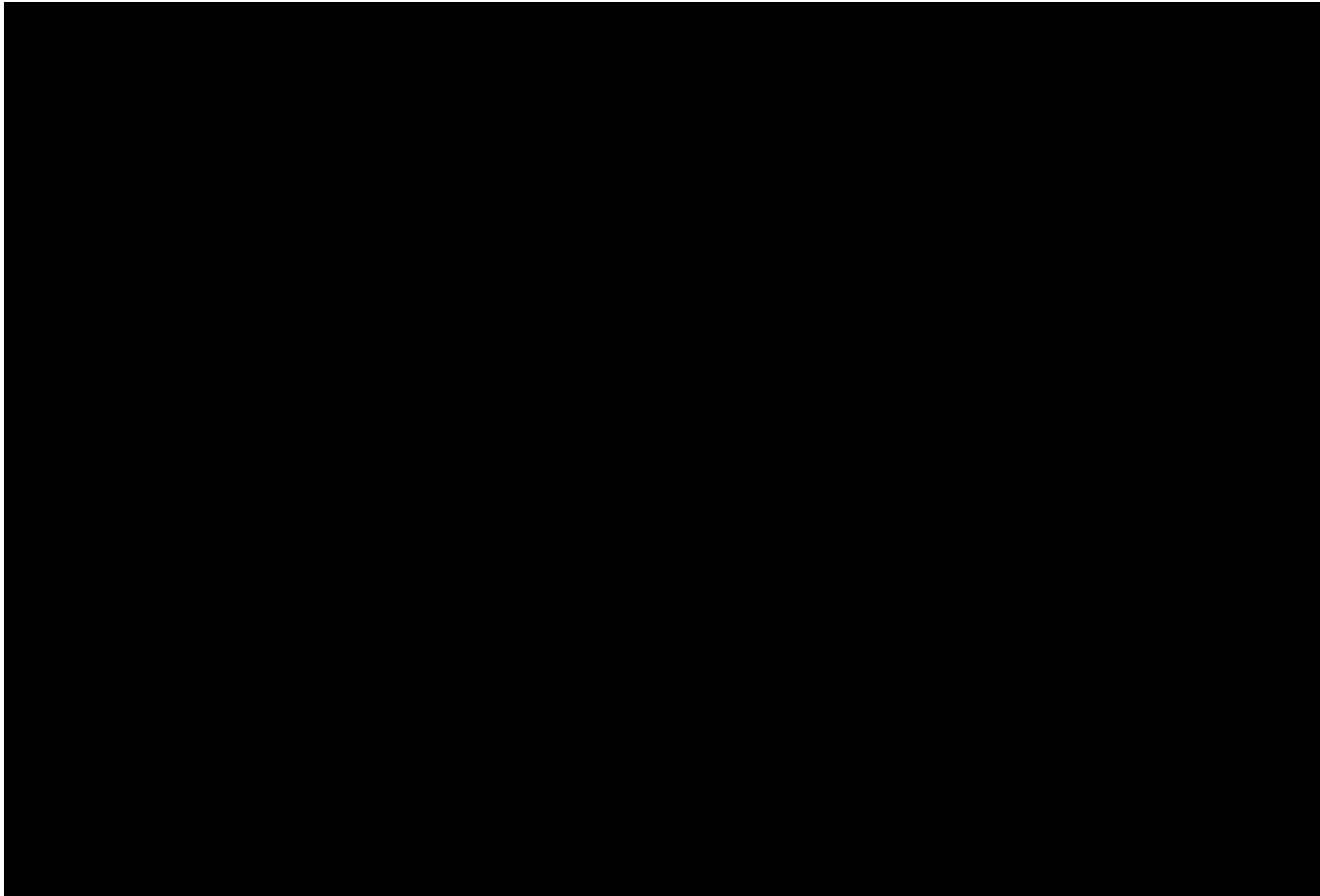
**2.1 Summary**

Below are records indicating that a majority of ownership of the Applicant is attributable to individuals with proof of residence in Alabama for a continuous period of no less than 15 years preceding the date of application.

The Applicant's owner, Dr. Joi Jacobs, PharmD (25.5% ownership), has lived [REDACTED] [REDACTED] AL [REDACTED], AL 3 [REDACTED], and [REDACTED] [REDACTED] AL [REDACTED] for over 15 years, as evidenced by the records below. She has lived in Alabama her entire life and now works as a licensed pharmacist in northern Alabama.

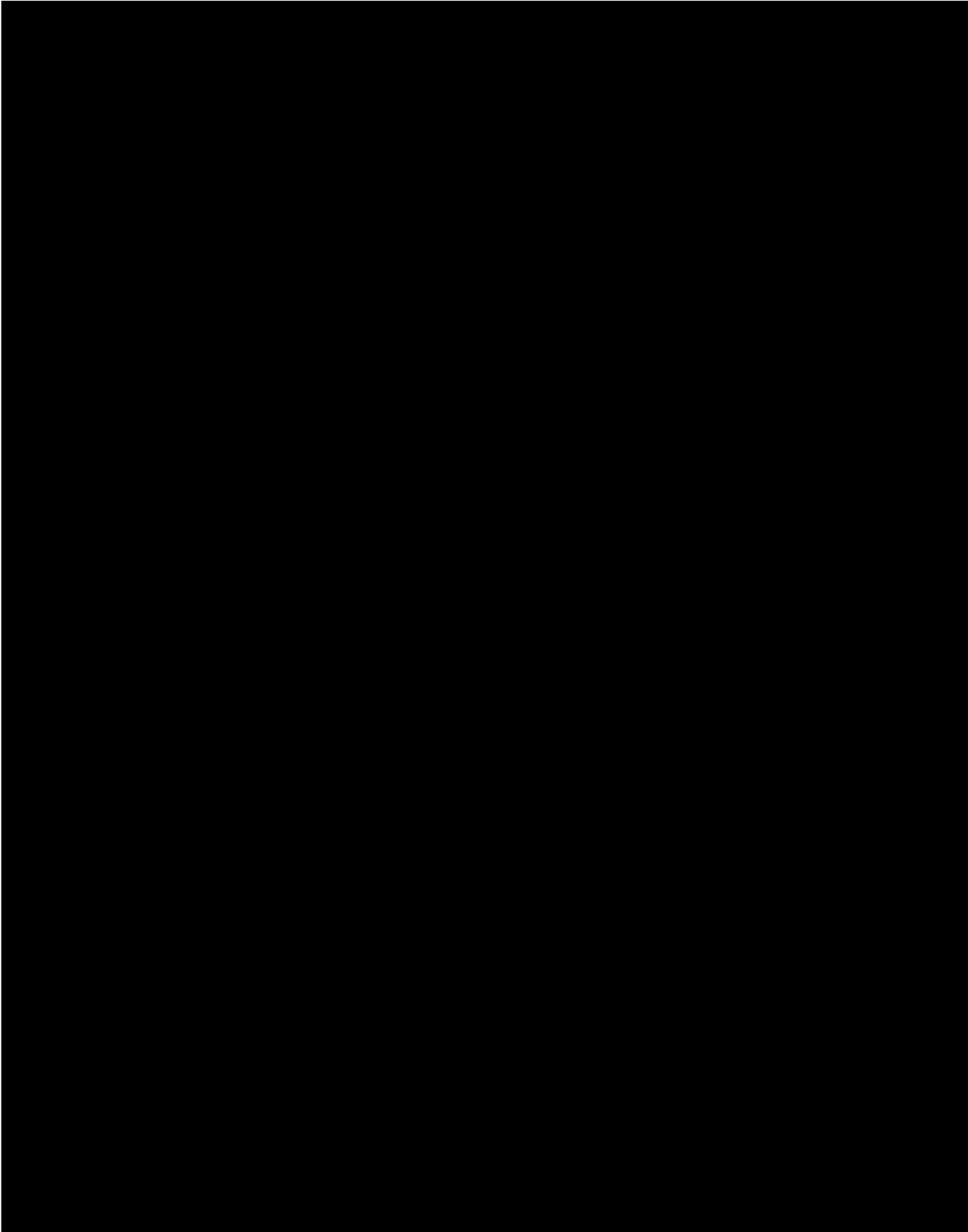
Additionally, the Applicant's owner, Gloria Boyd, RPh (25.5% ownership), has lived at [REDACTED] [REDACTED] AL [REDACTED] for over 15 years, as evidenced by the records below. She has lived in Alabama her entire life and also works as a licensed pharmacist in northern Alabama.

**2.2 Dr. Joi Jacobs – Proof of Alabama Residency (15+ years)**

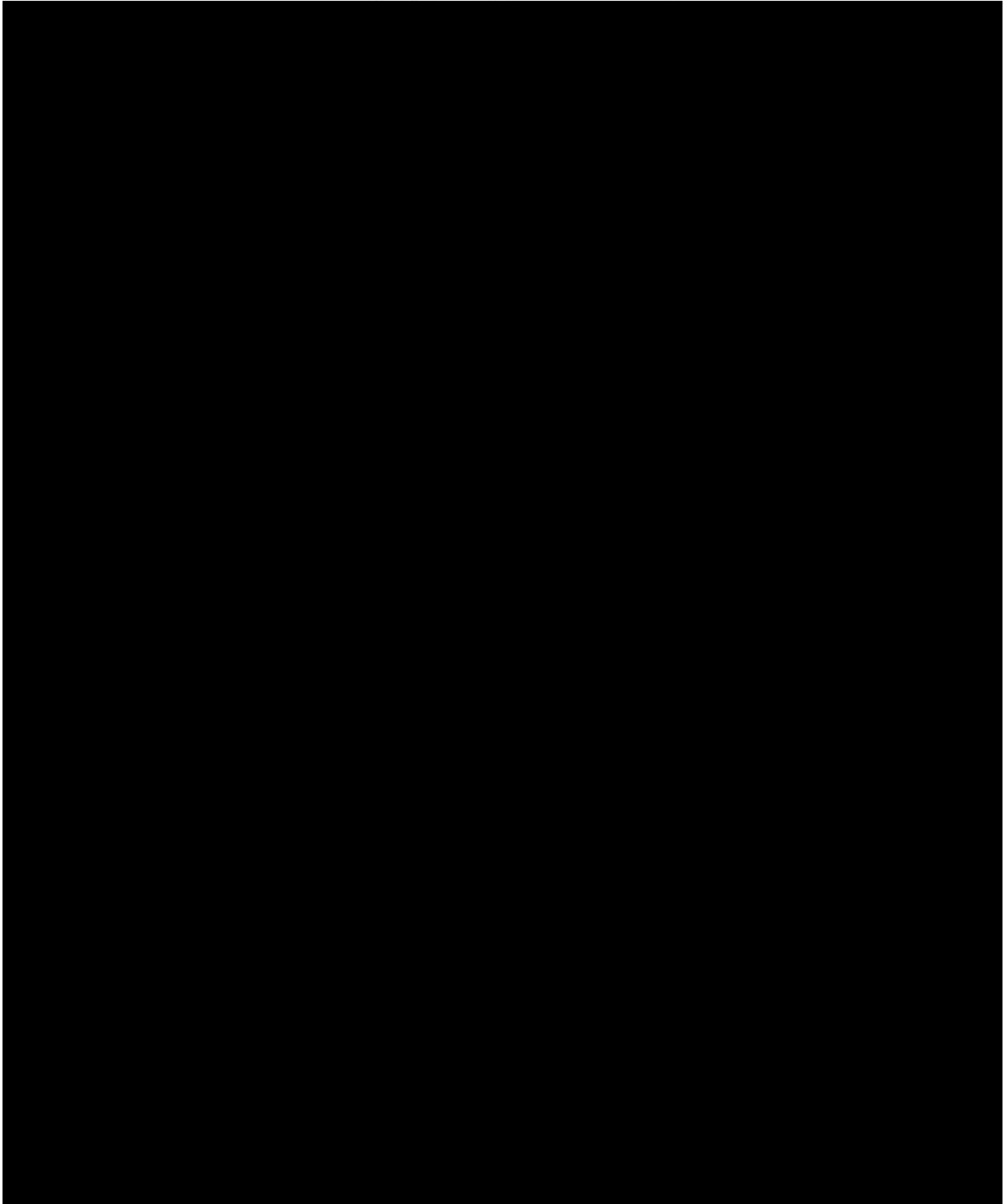




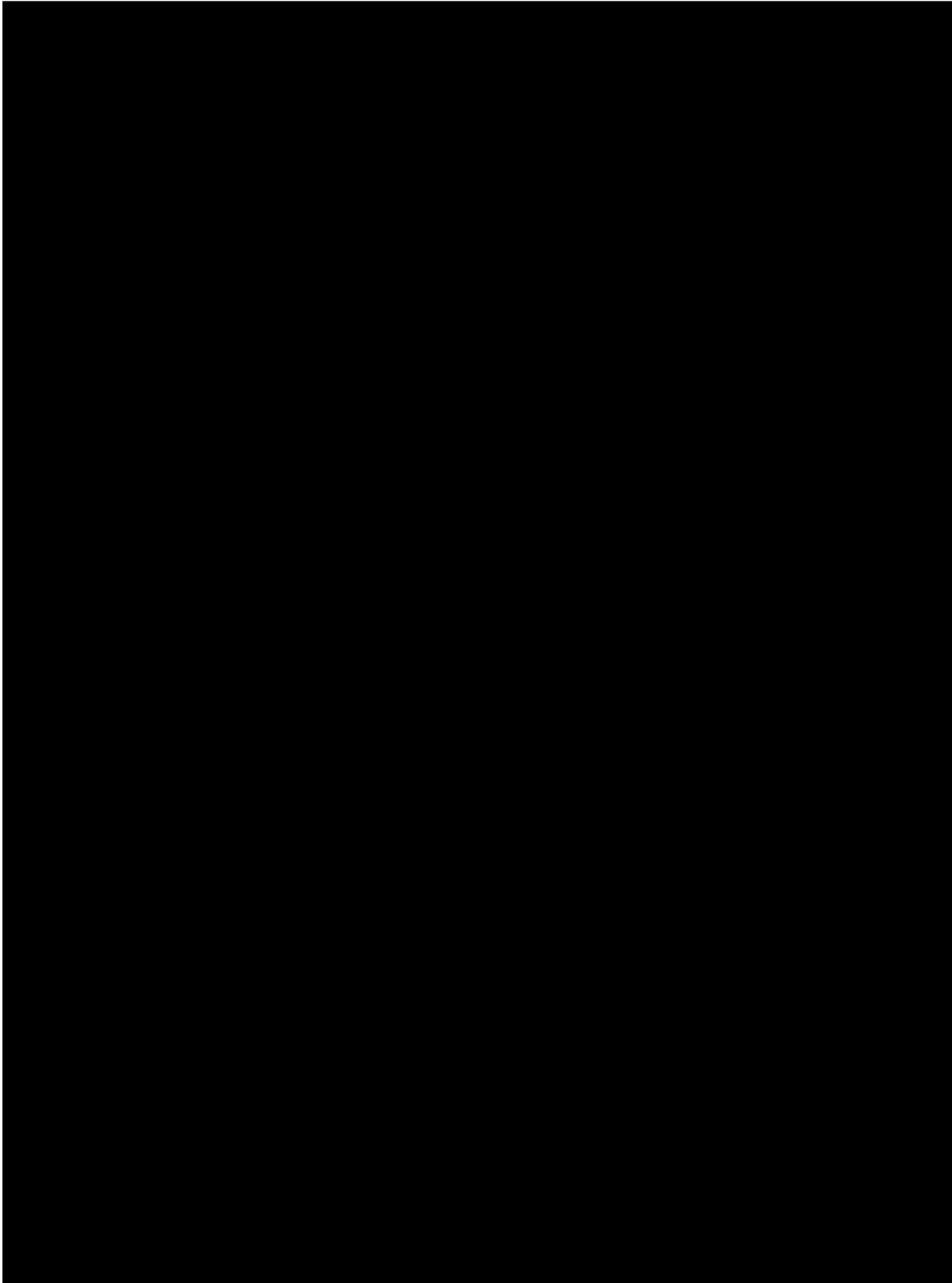
**2.2.1 2005-2007 Alabama Lifetime Motor Vehicle Record**

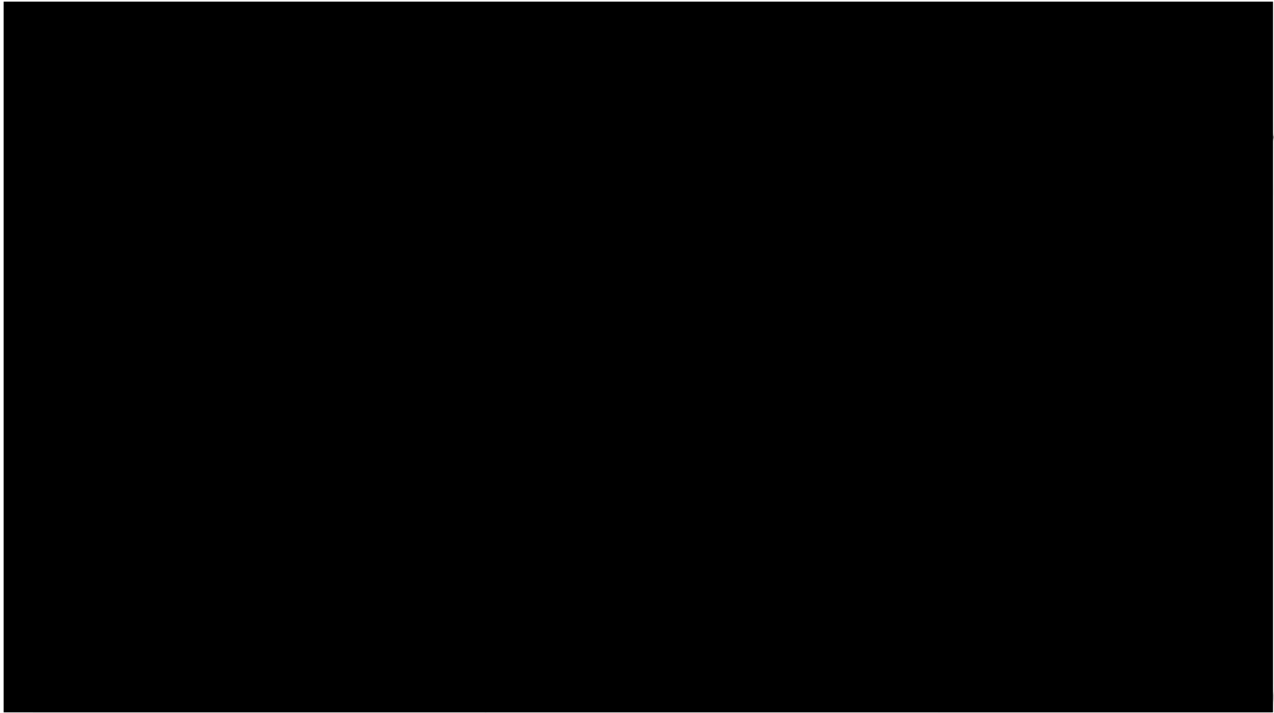


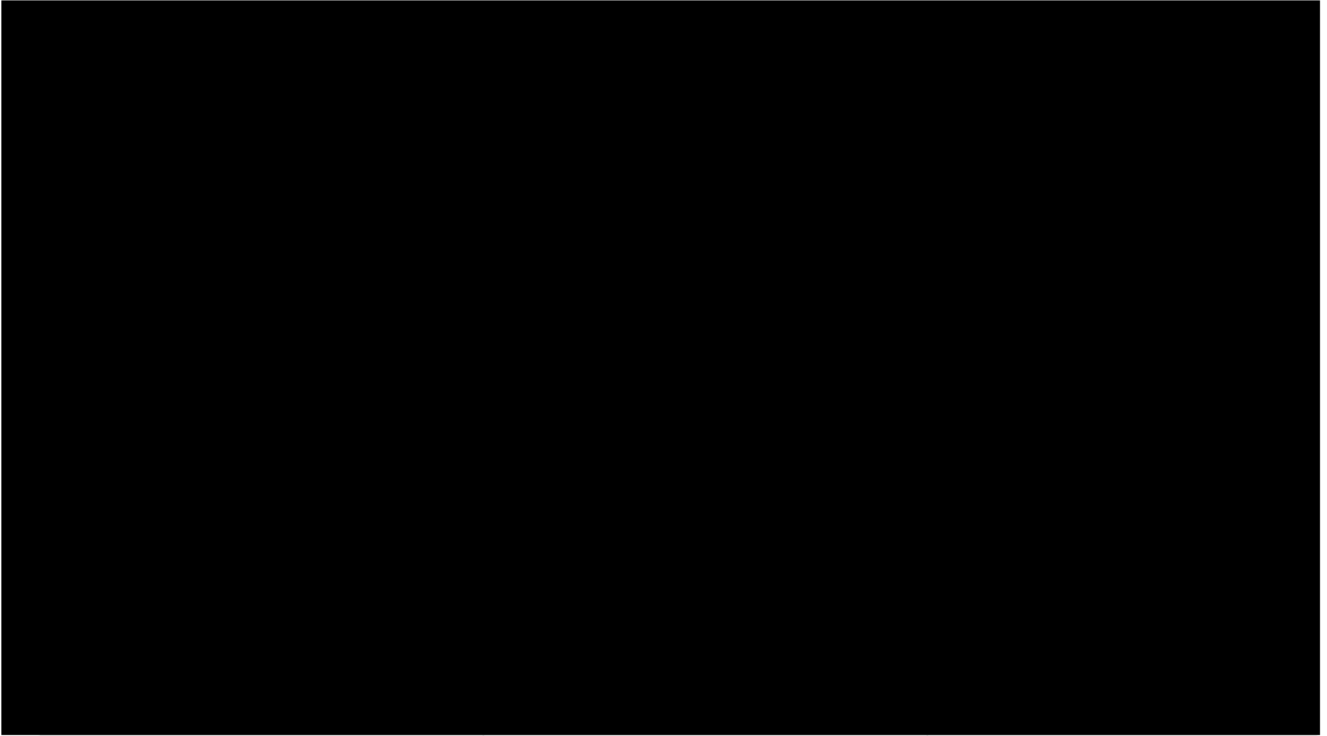
**2.2.2 2008 Vehicle Registration**



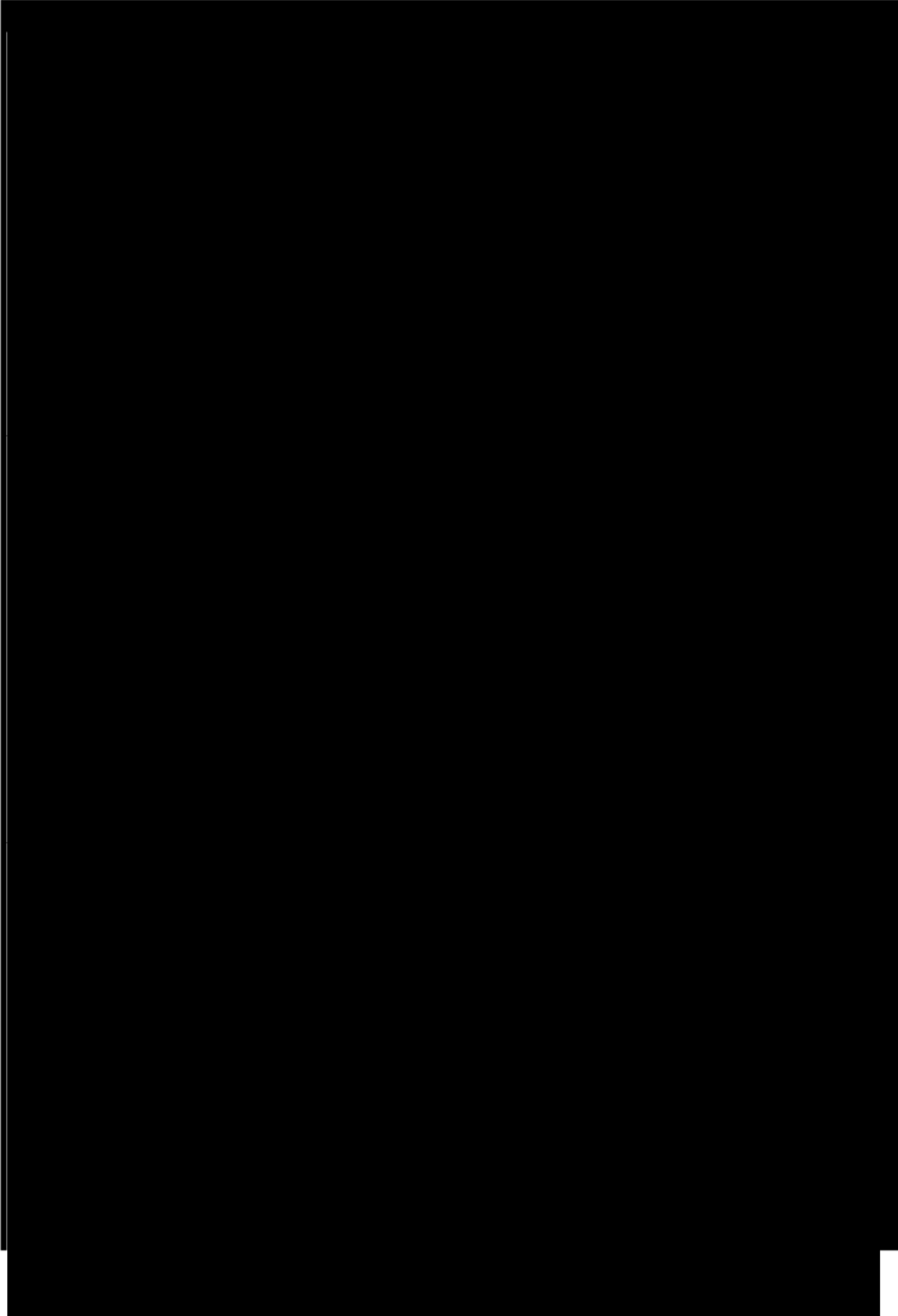
**2.2.3 2007-2013 Lifetime Alabama Motor Vehicle Registration Records**

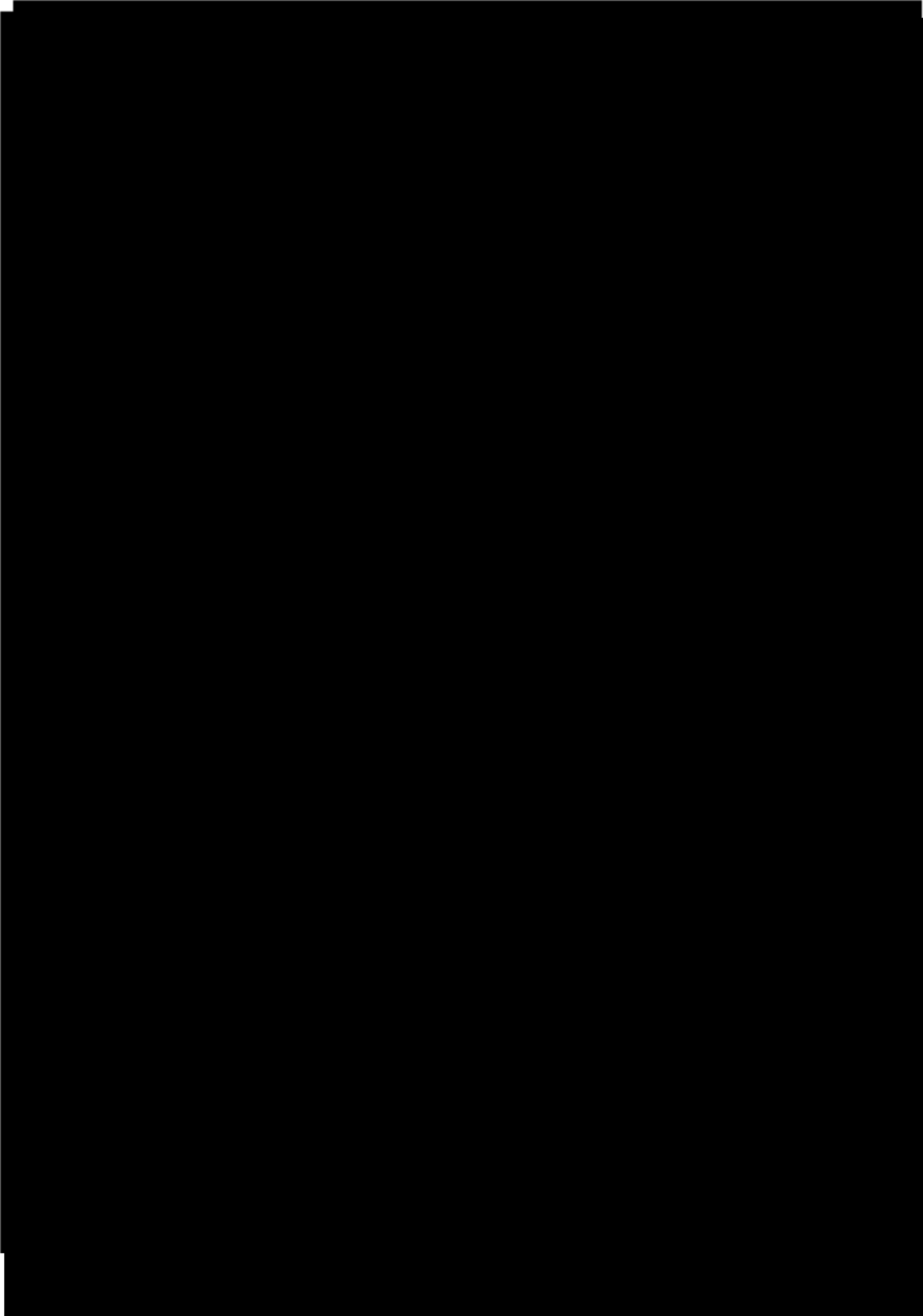


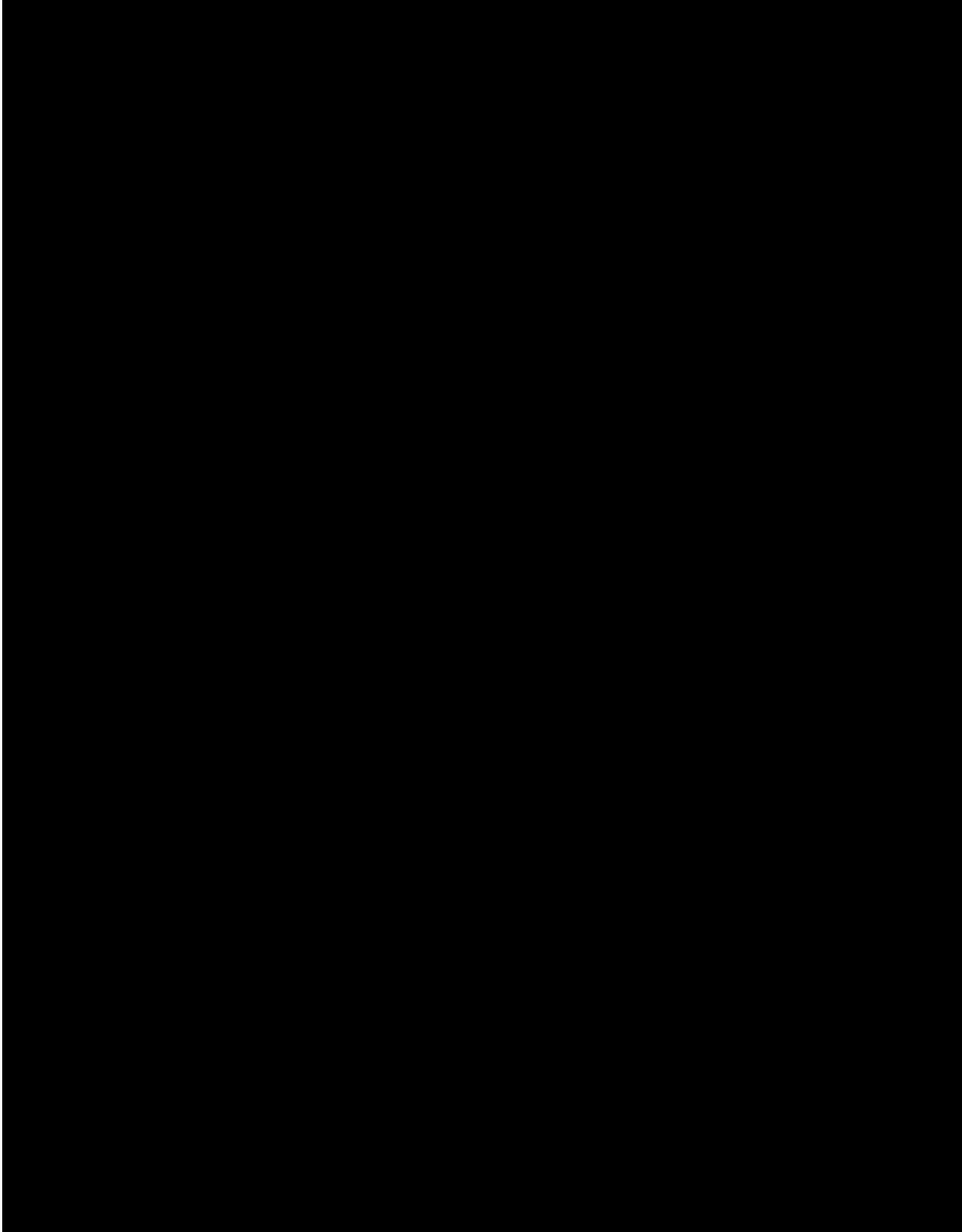




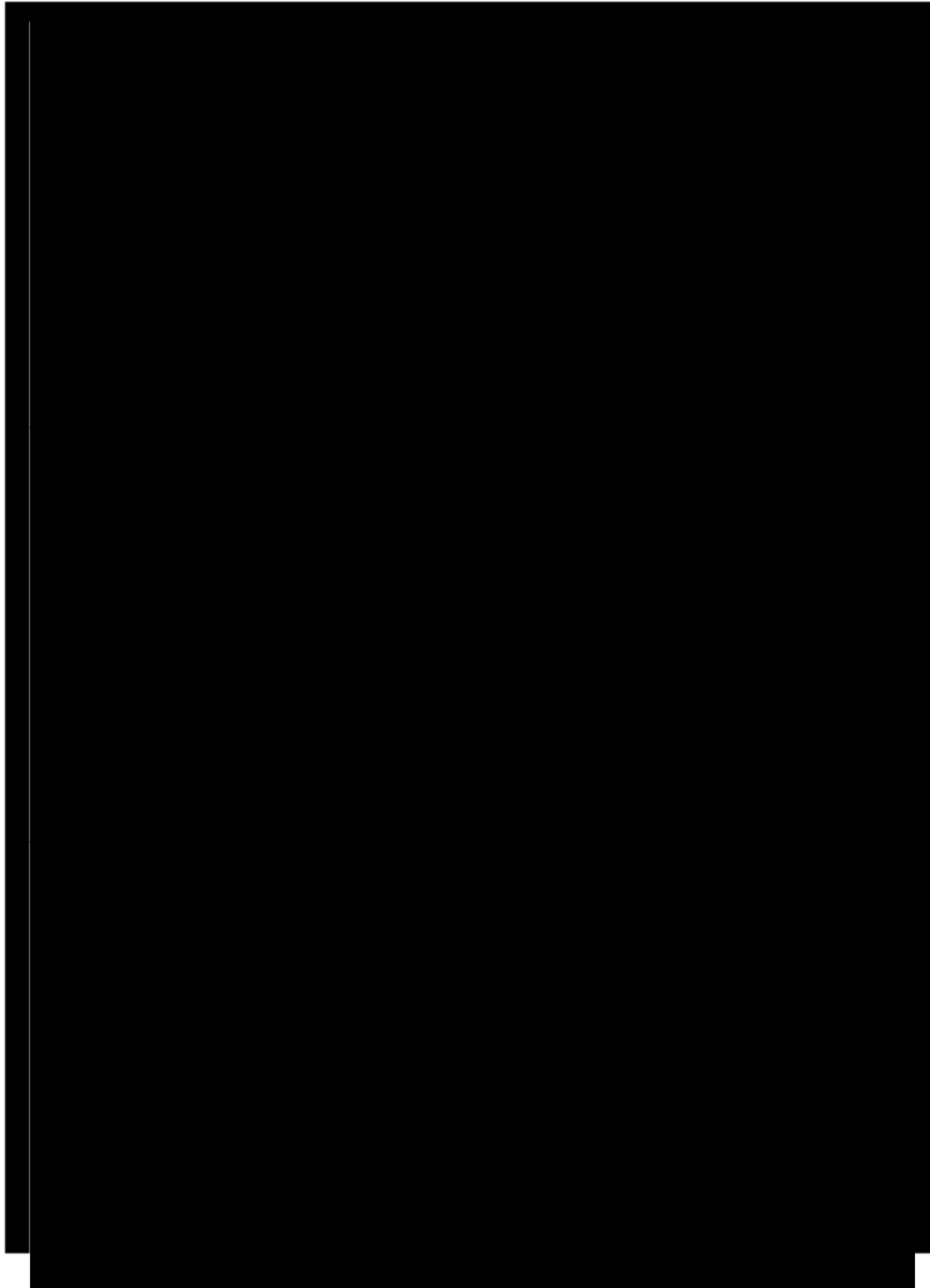
**2.2.4 2014-2022 Insurance**

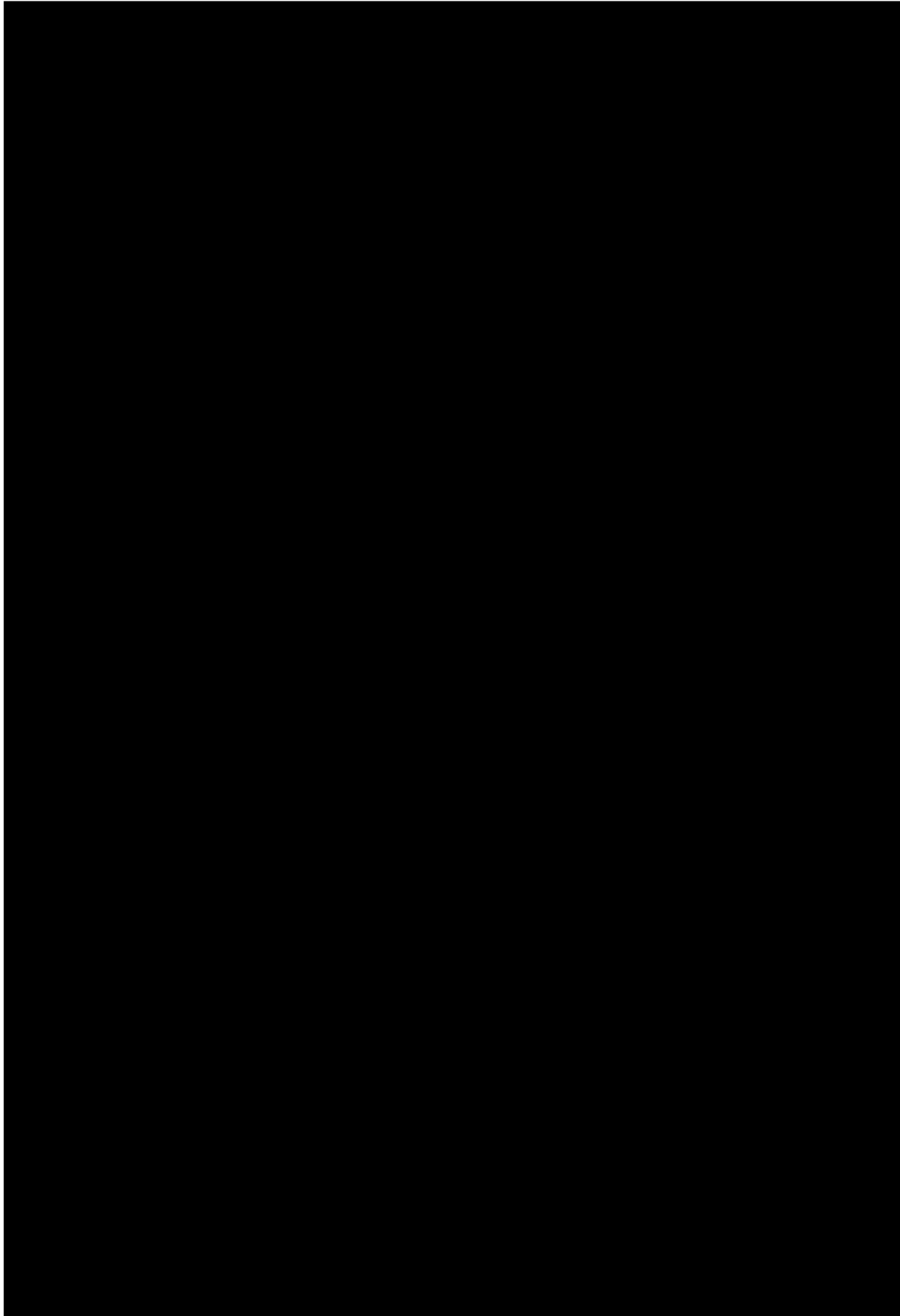


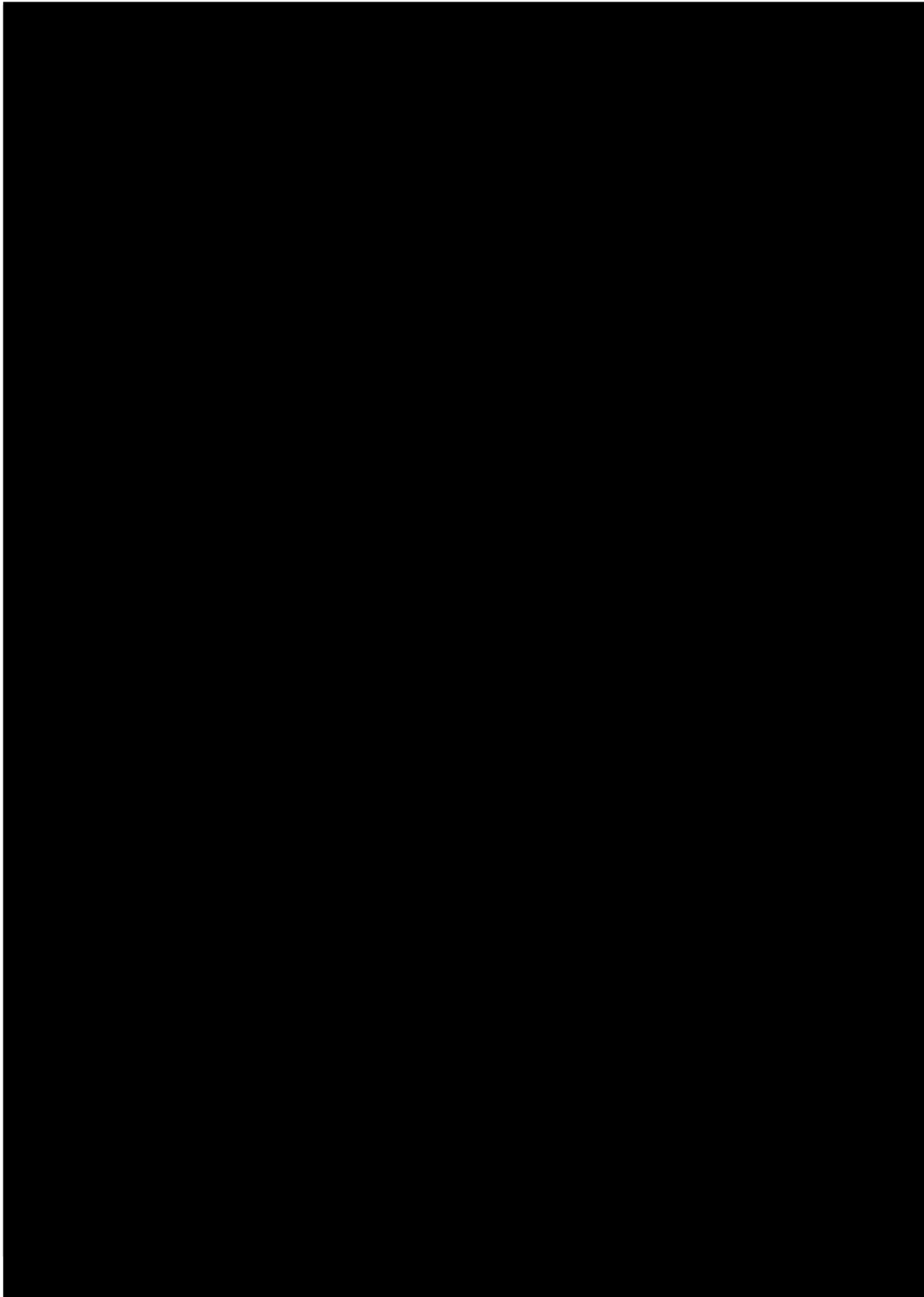


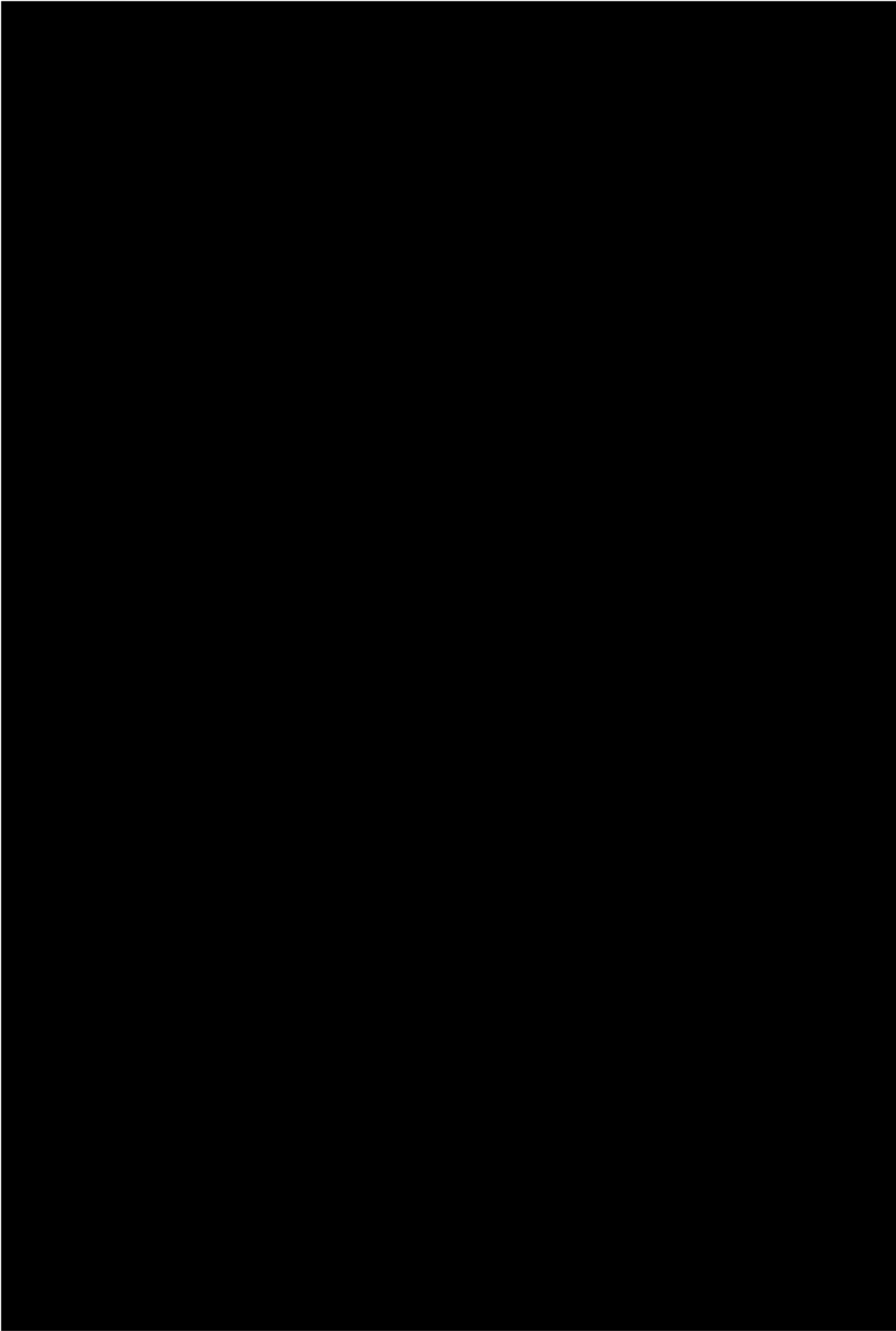


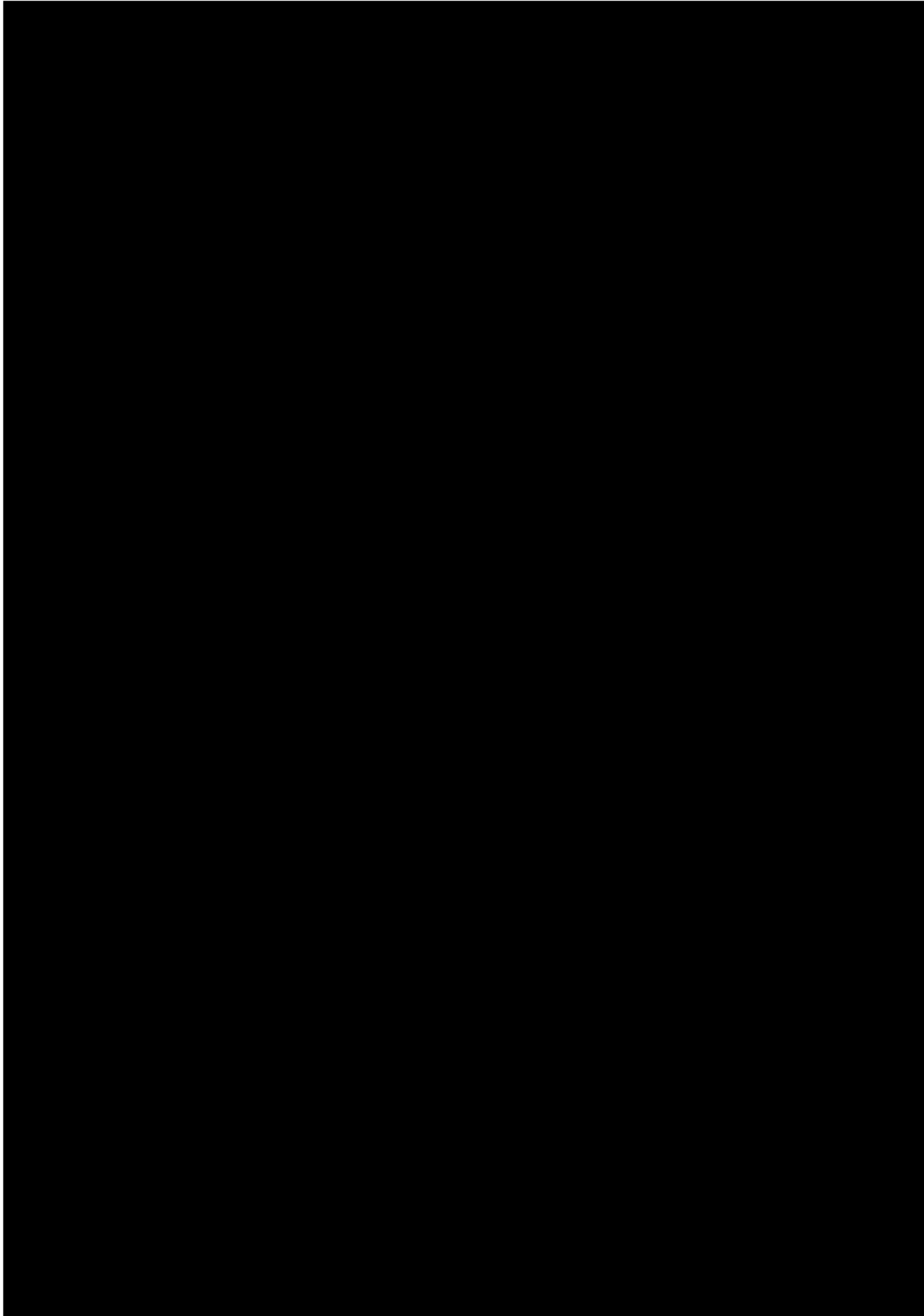


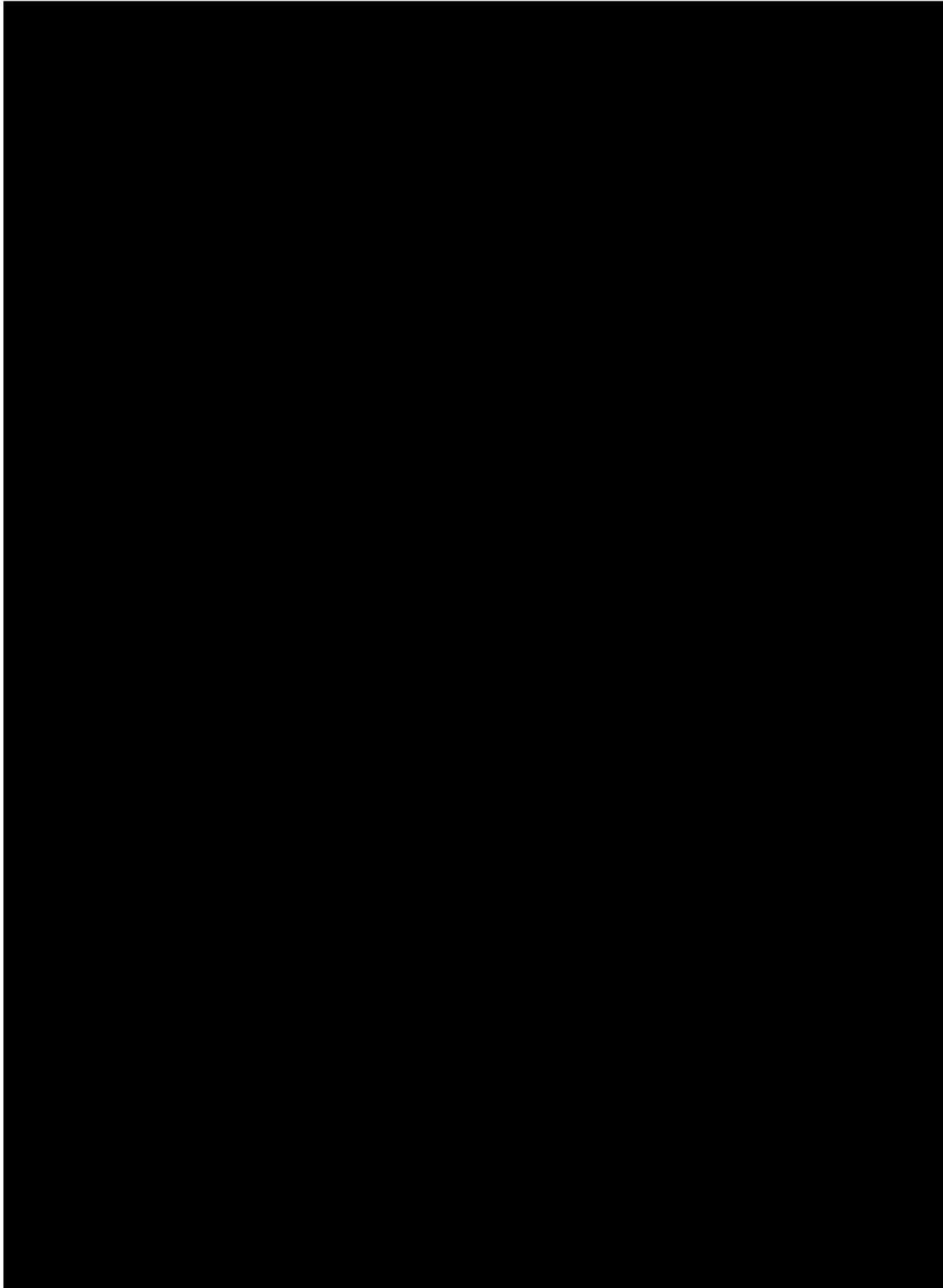


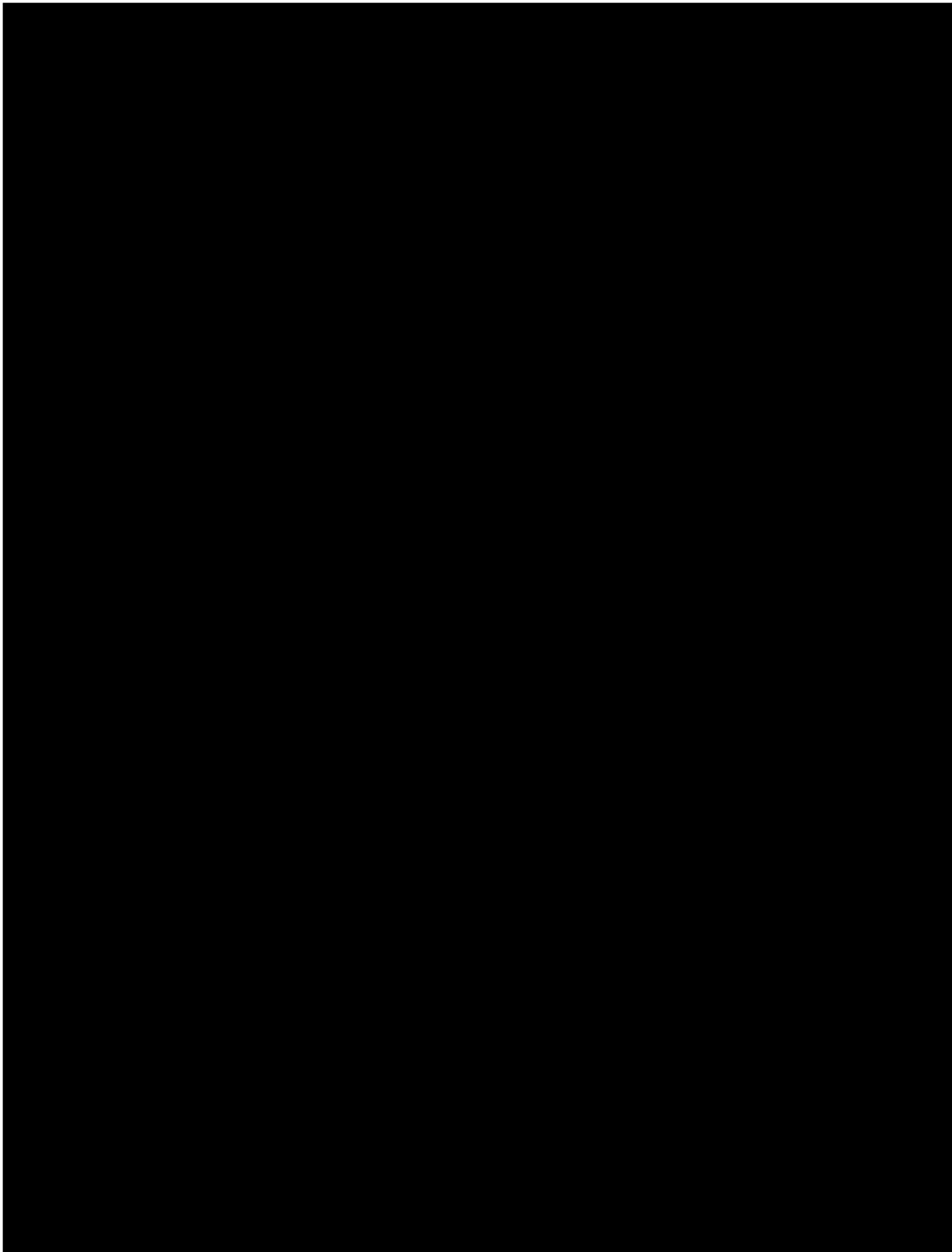


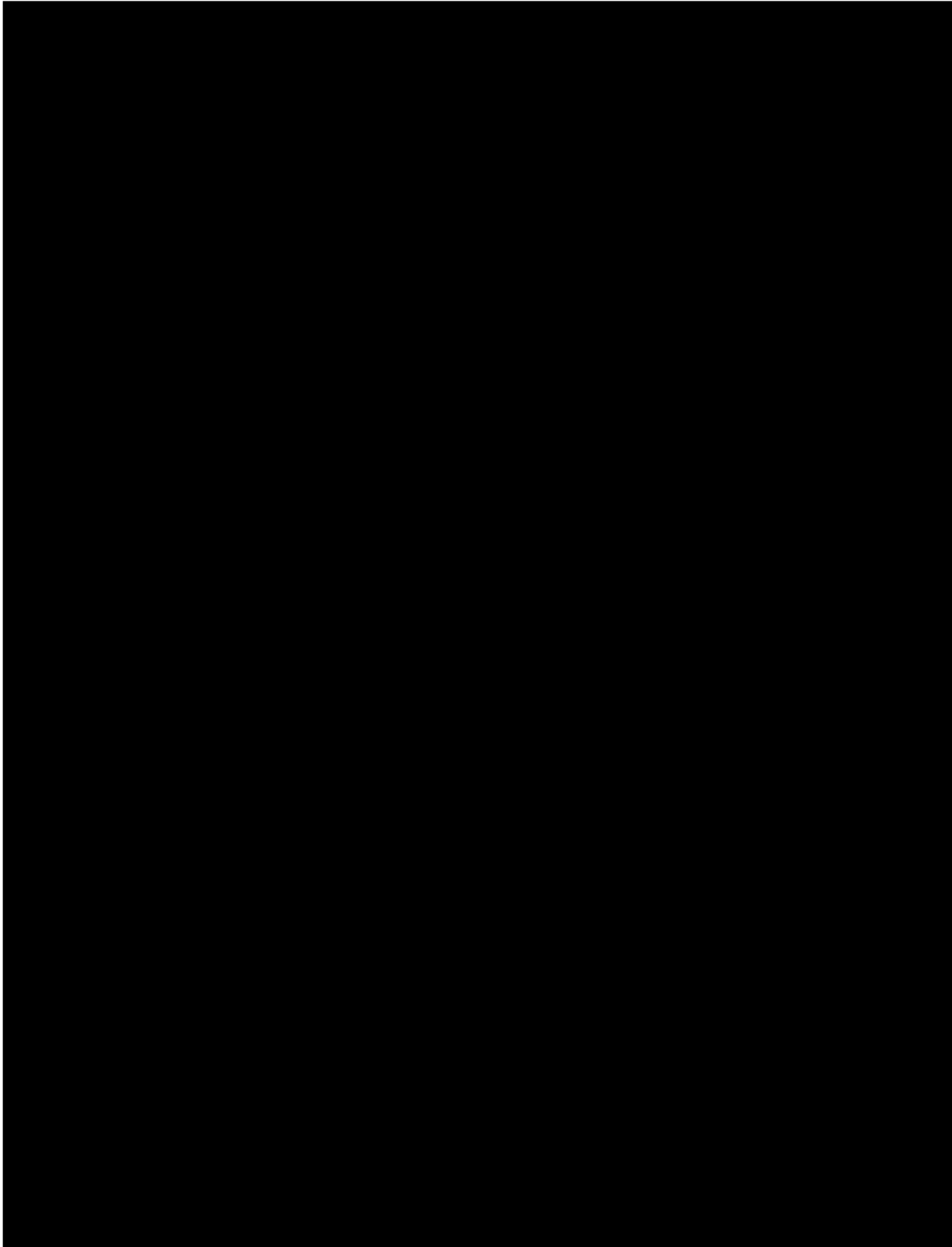




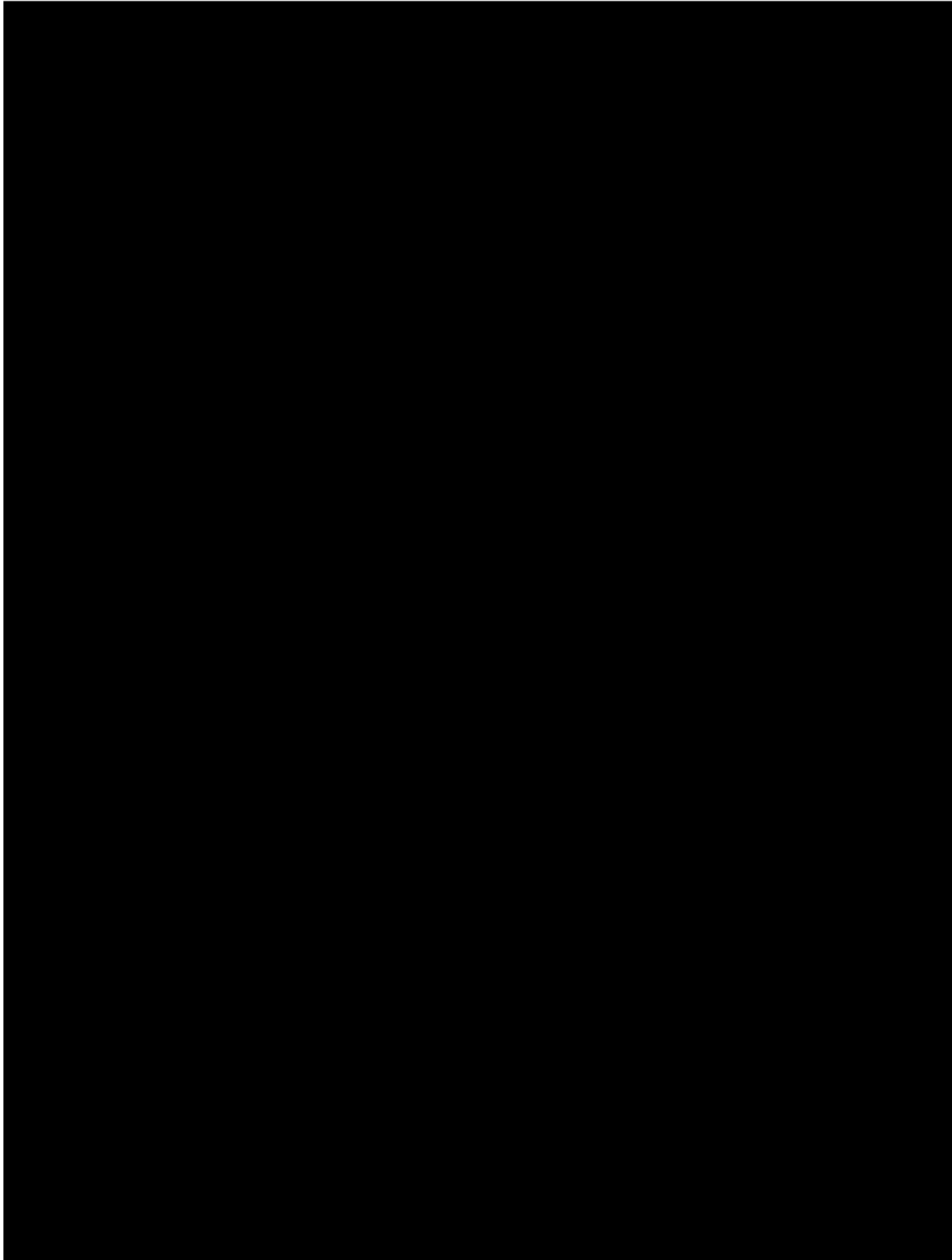


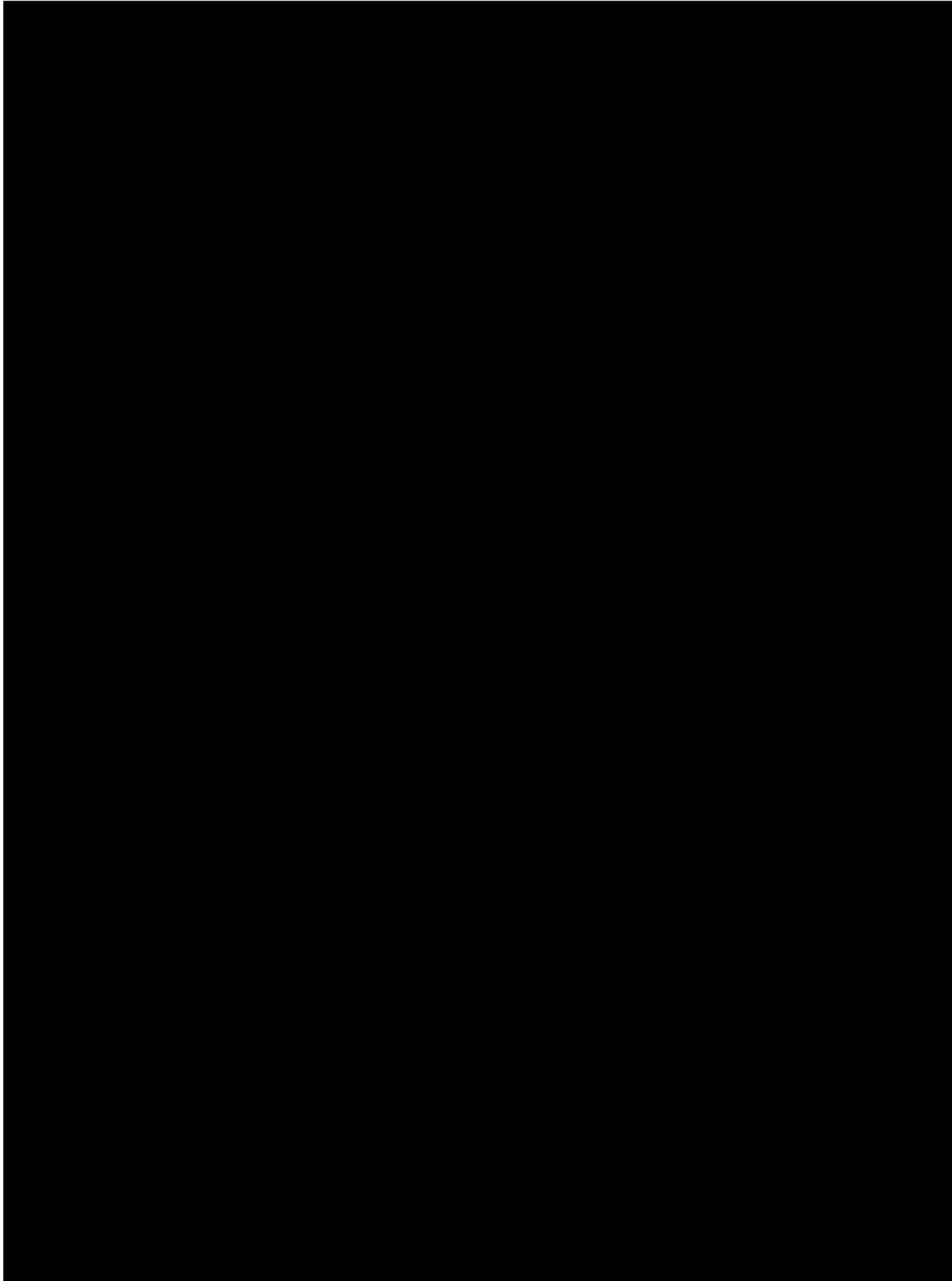


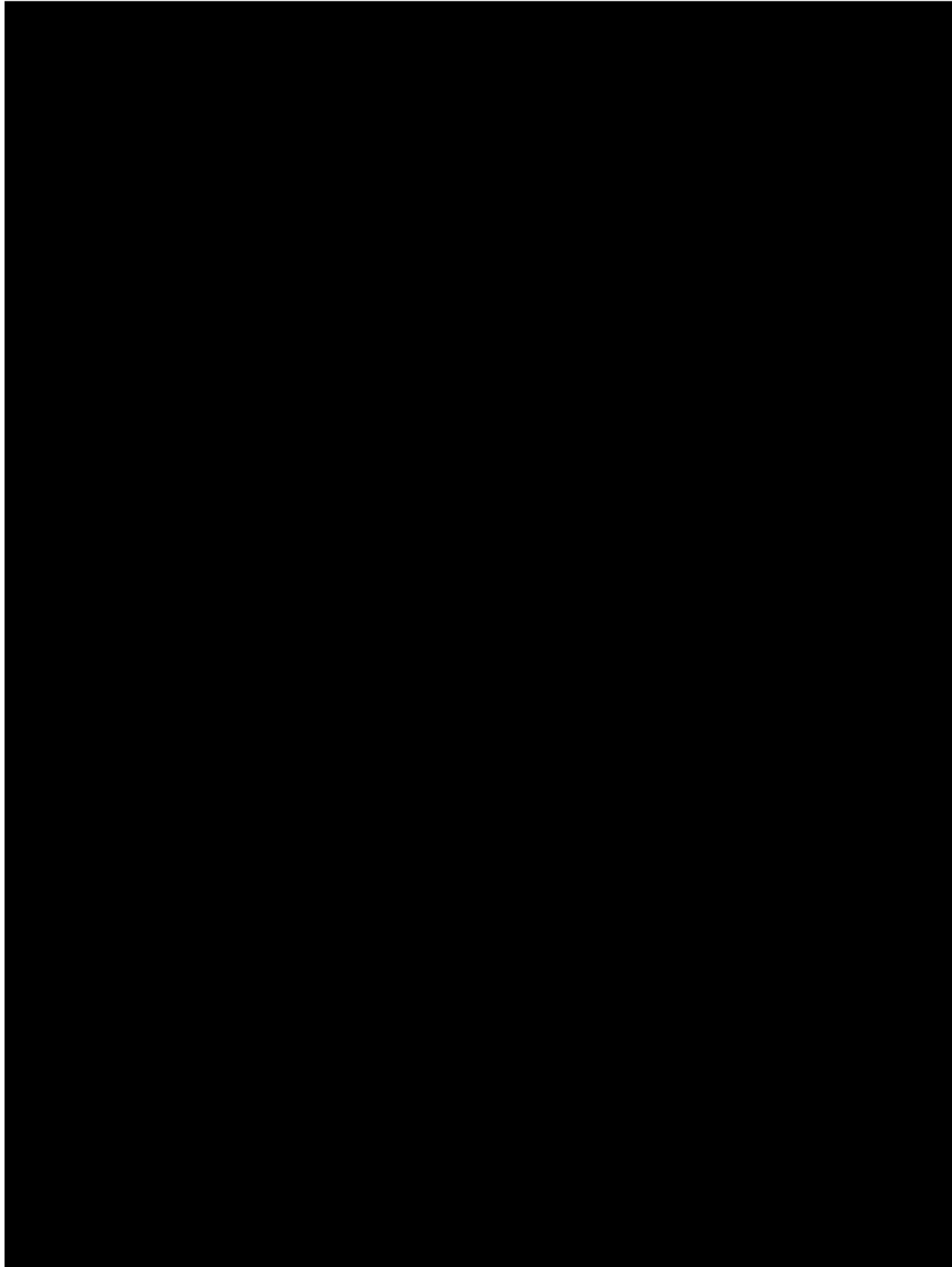


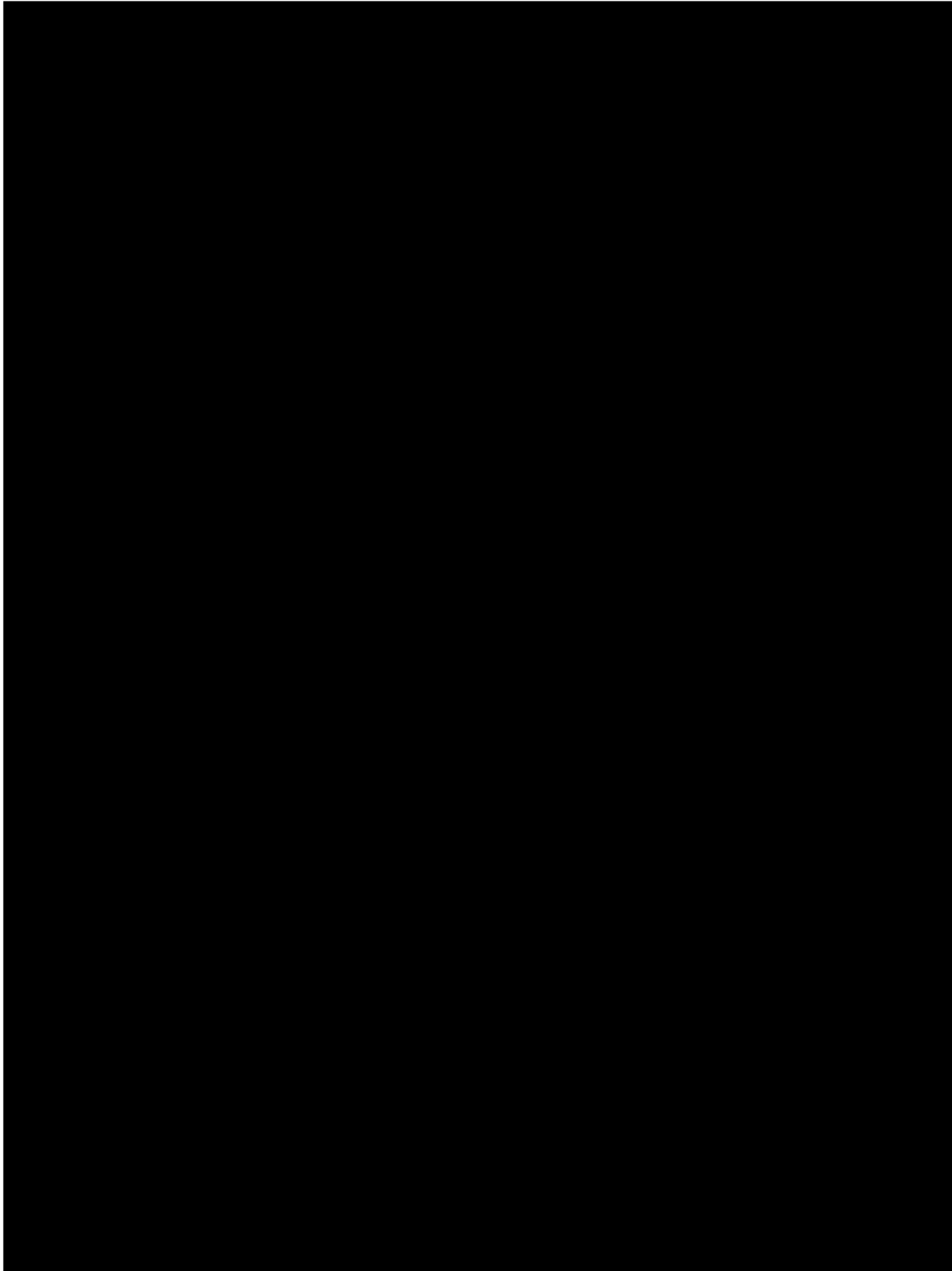


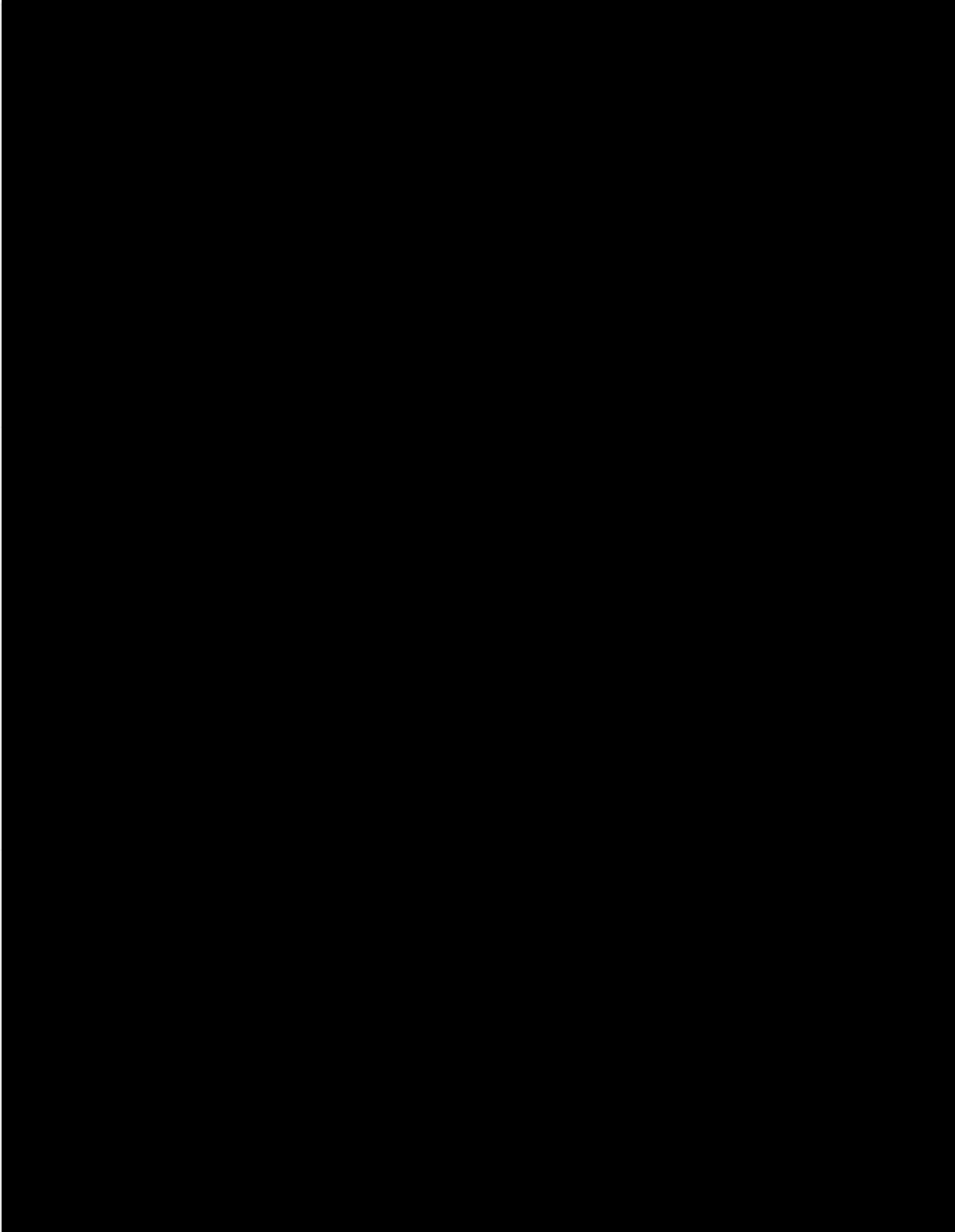


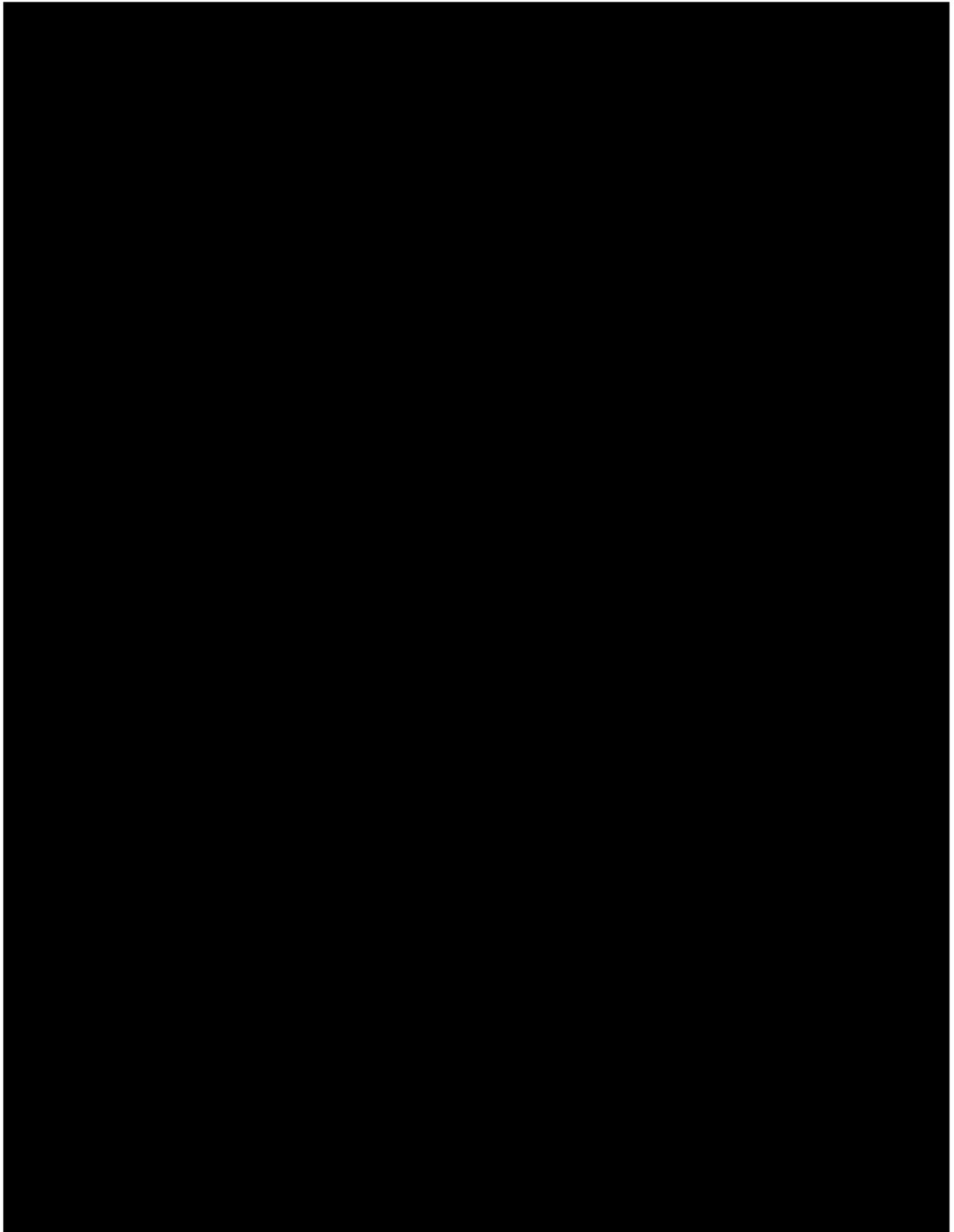


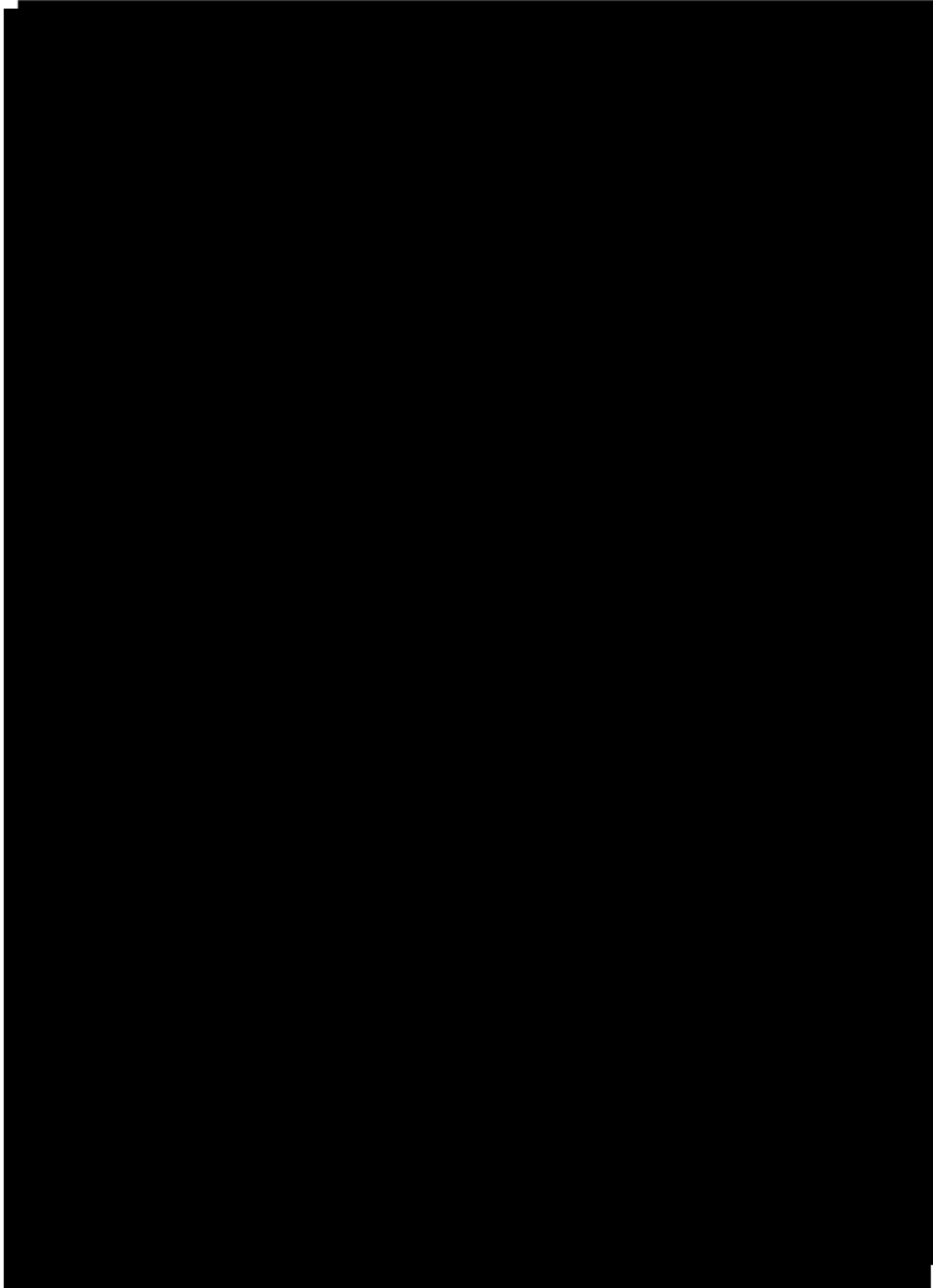


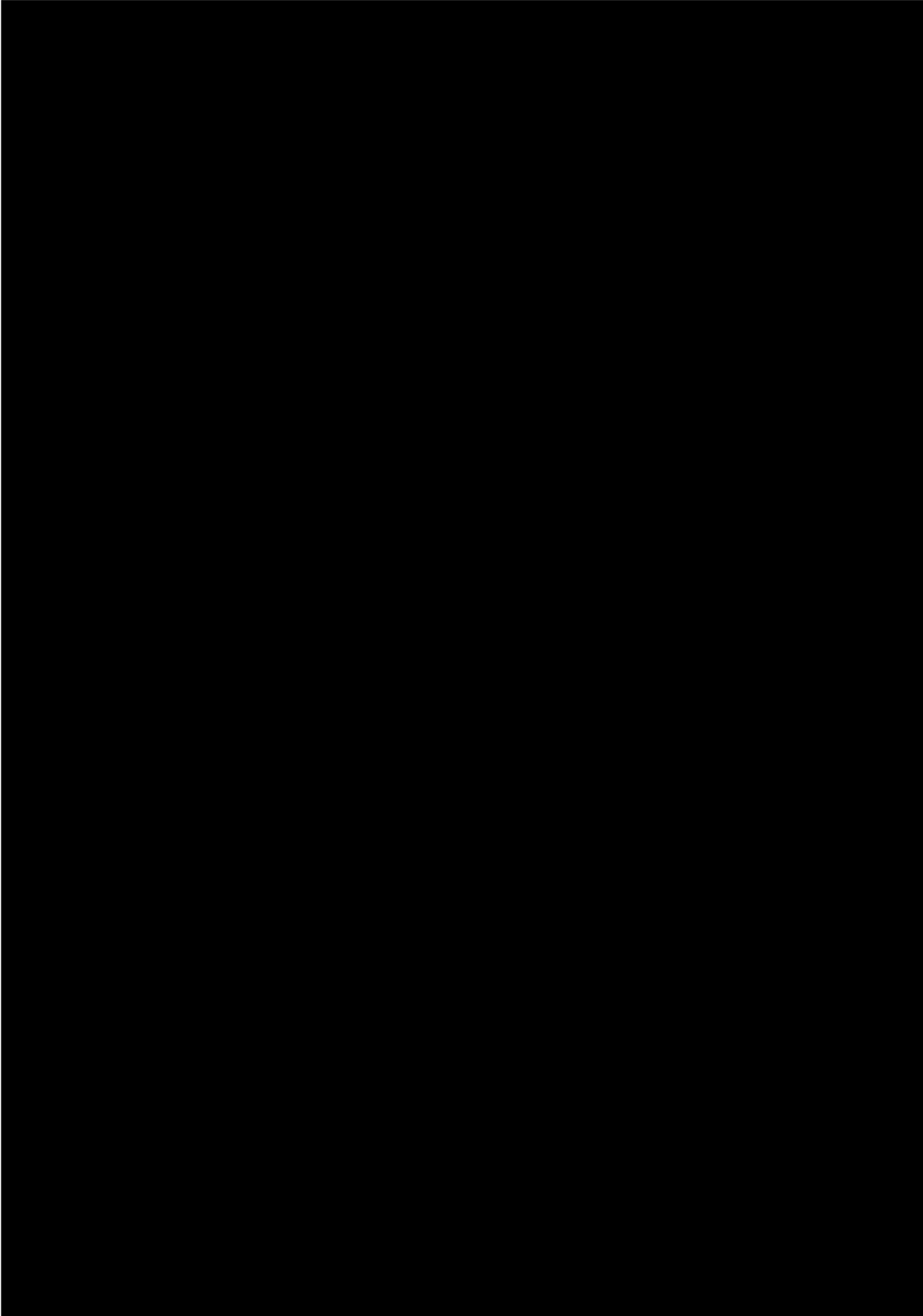




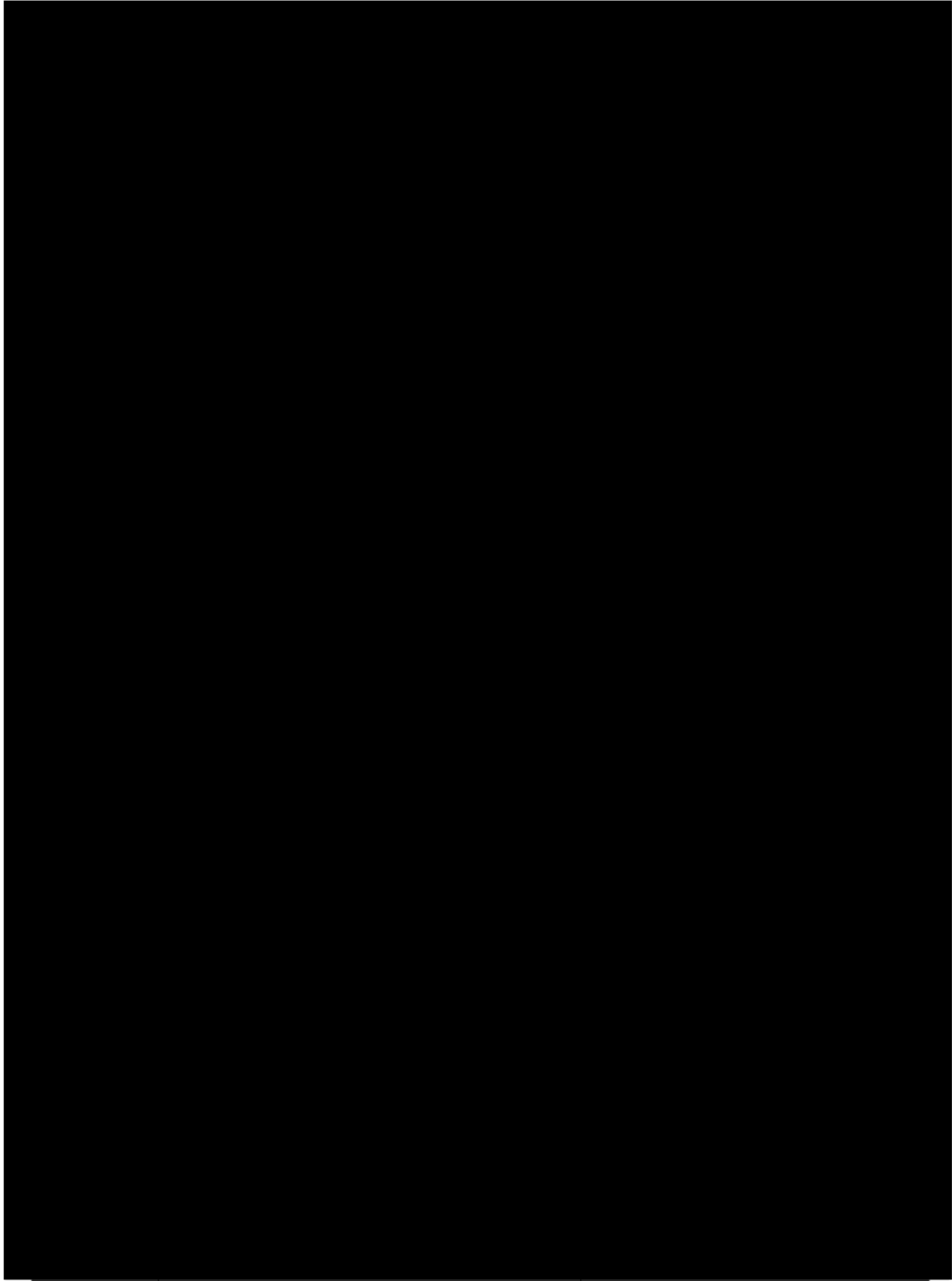


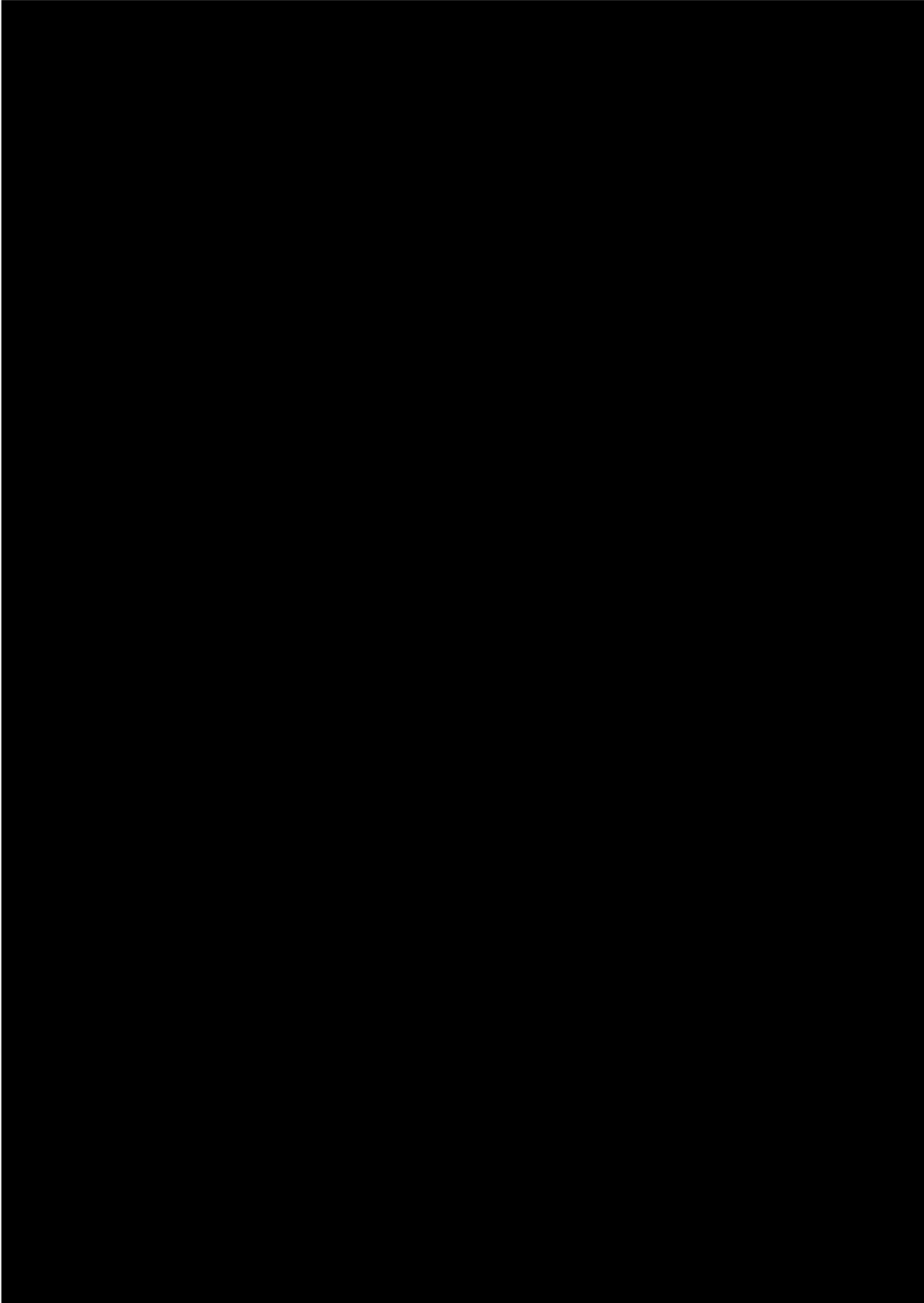


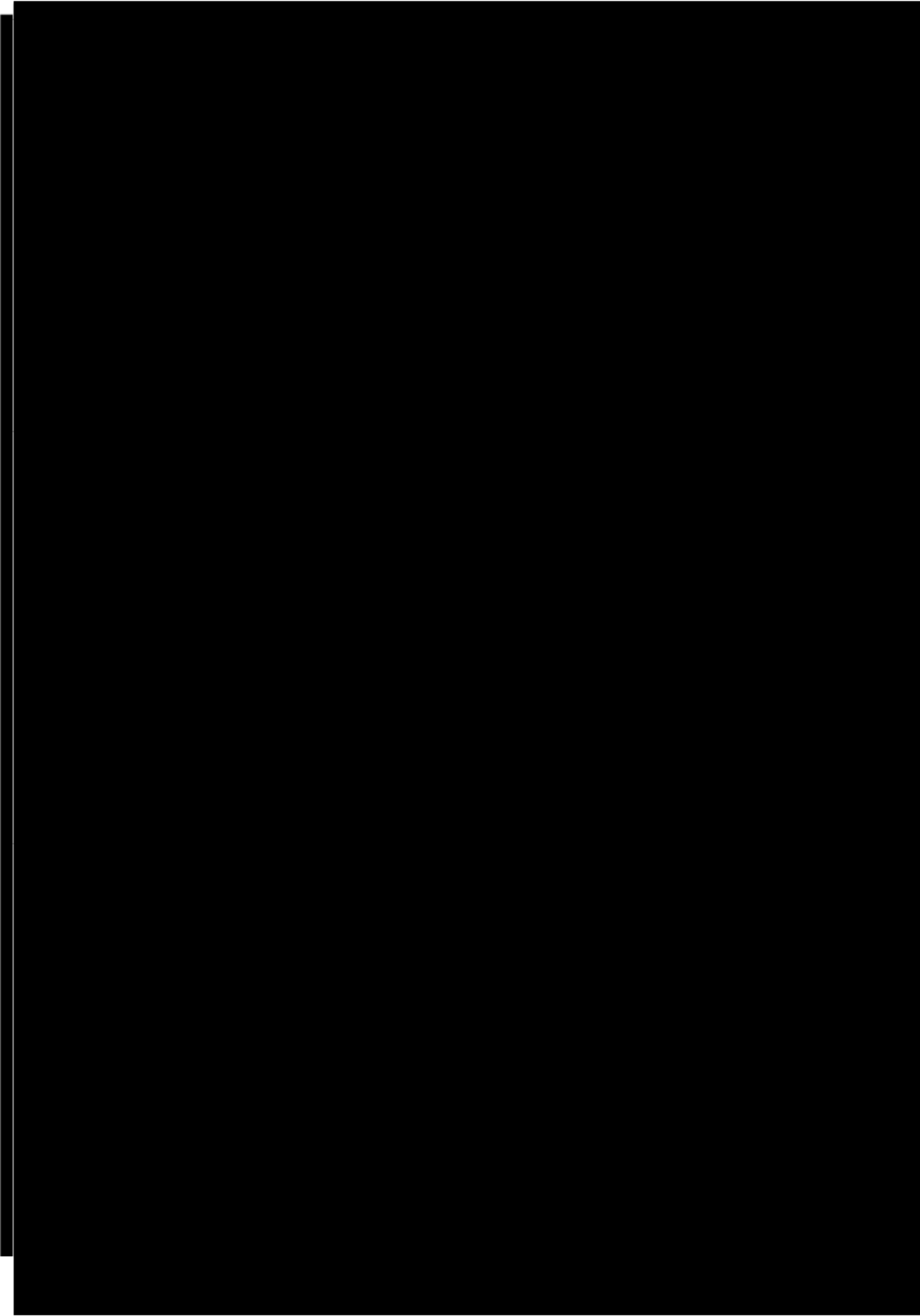




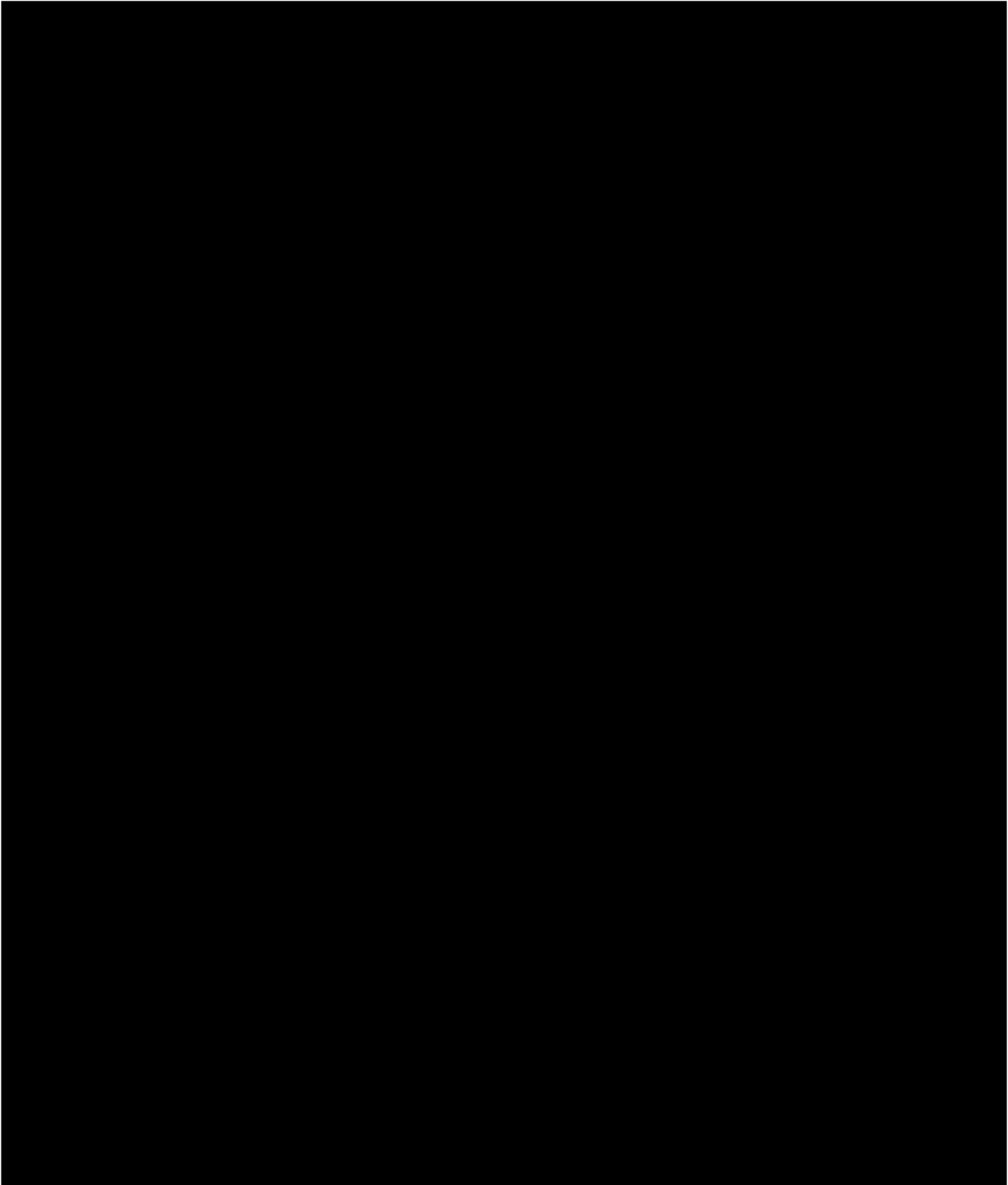






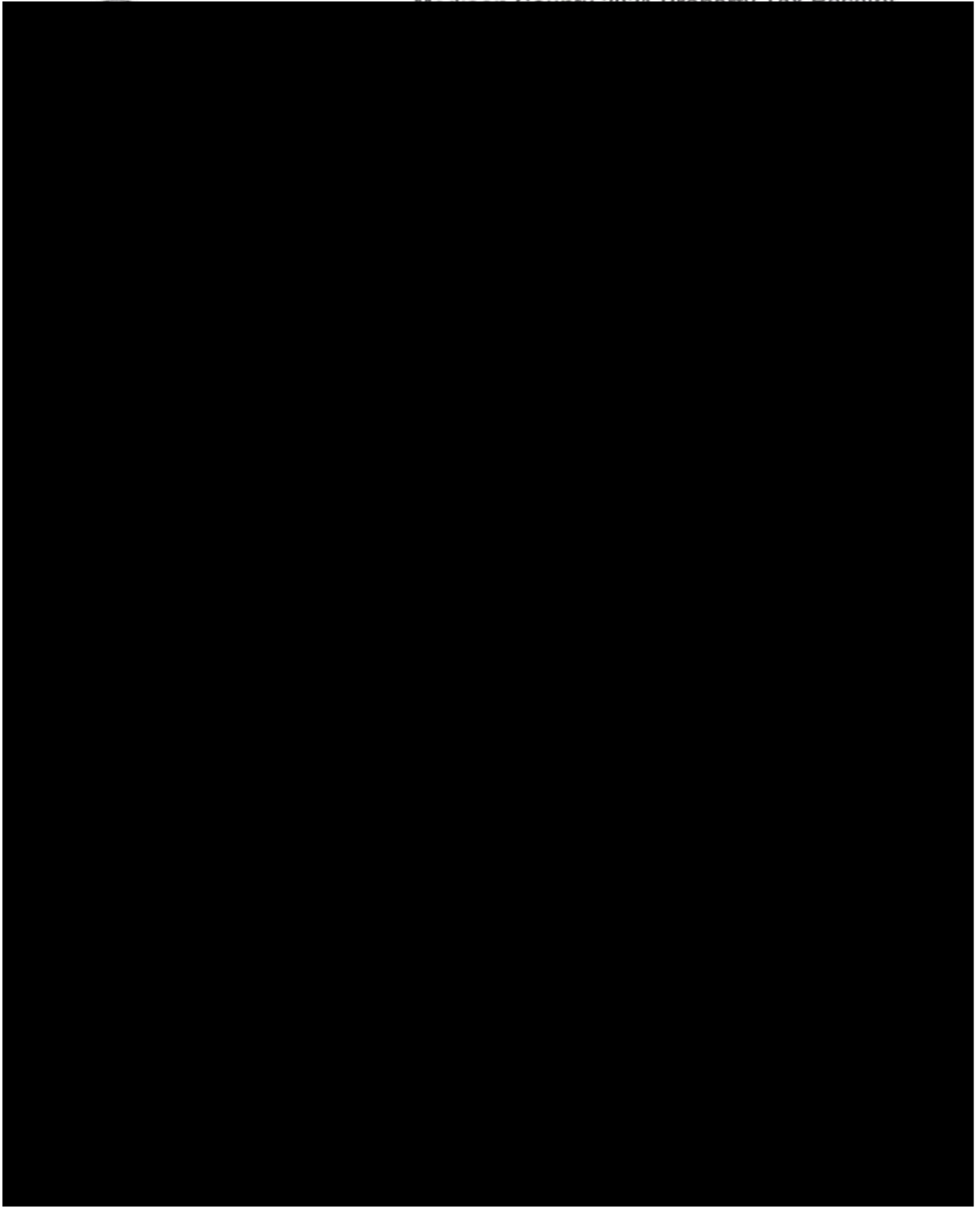


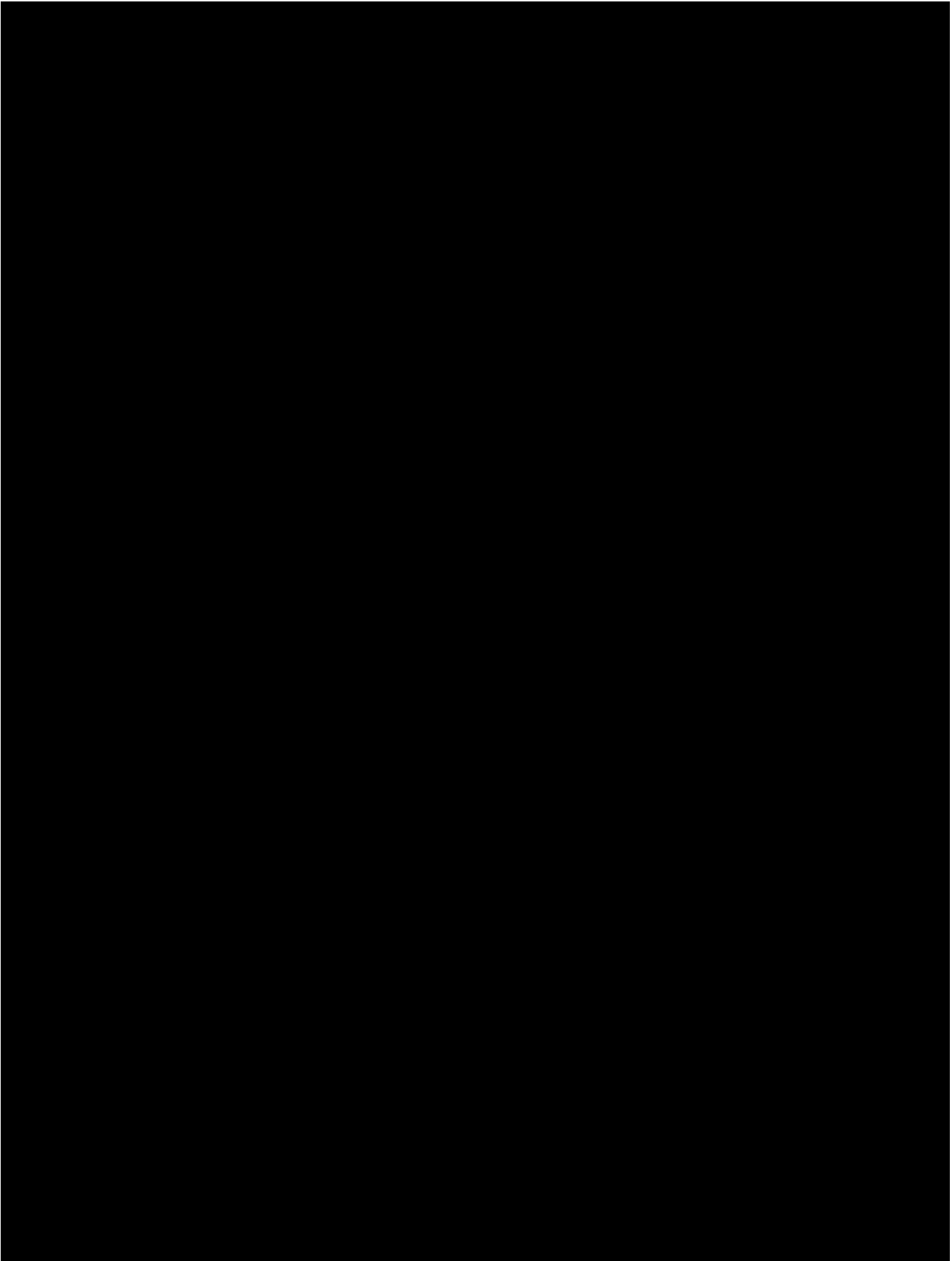
**2.3 Gloria Boyd, RPh – Proof of Alabama Residency (15+ years)**

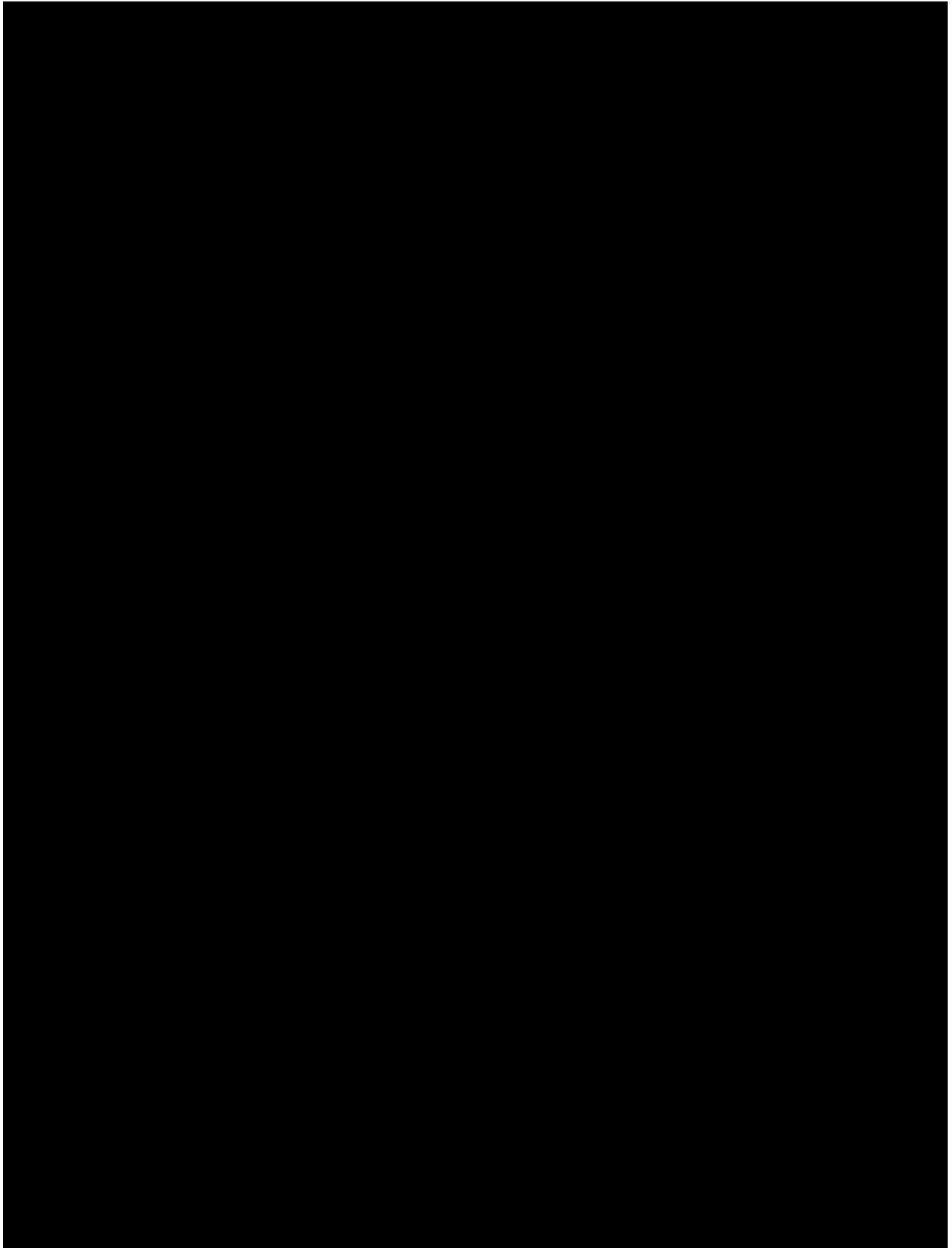


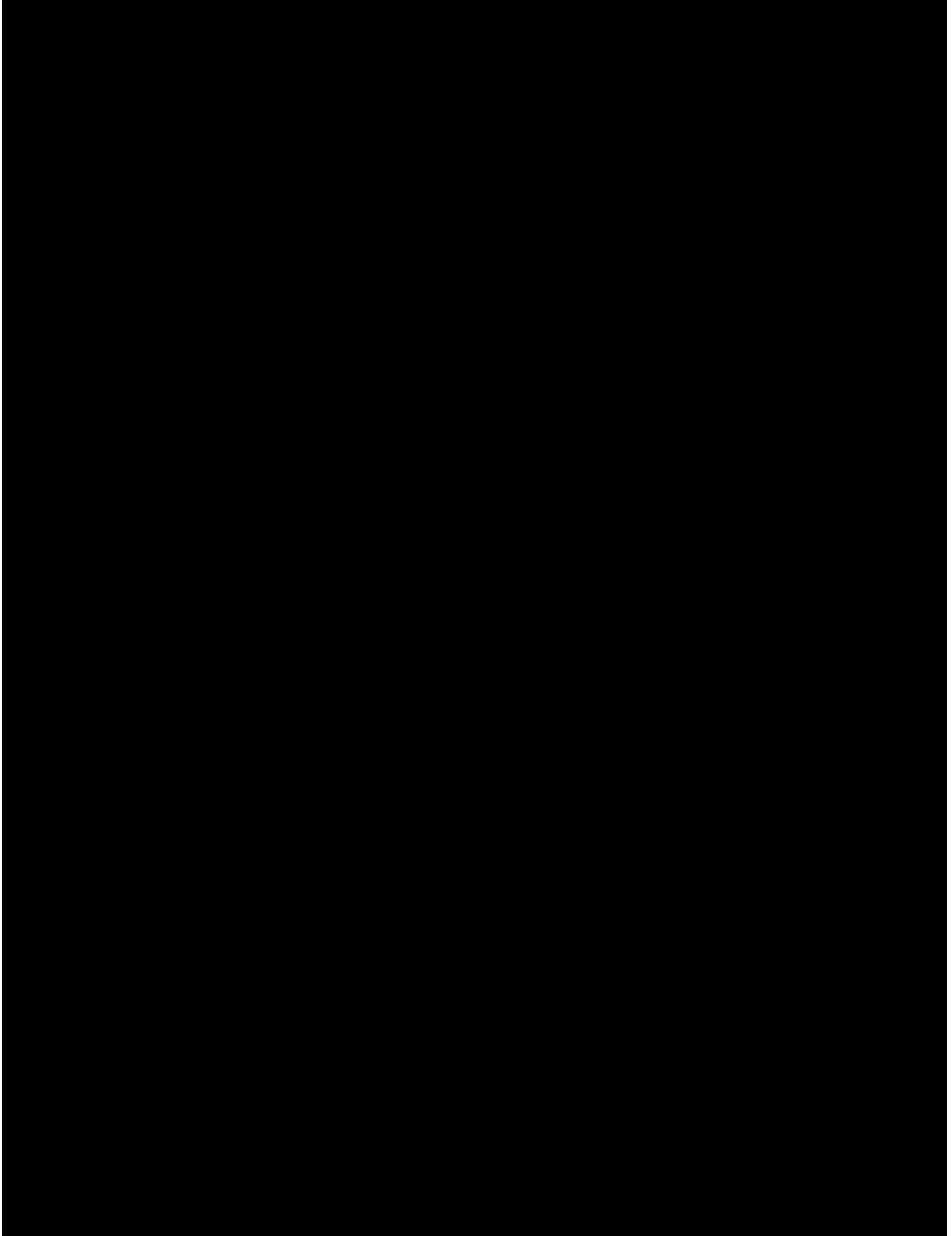
**2.3.2 2021 Madison County Tax Assessment Document**

Madison County 2021 Property Tax Receipt

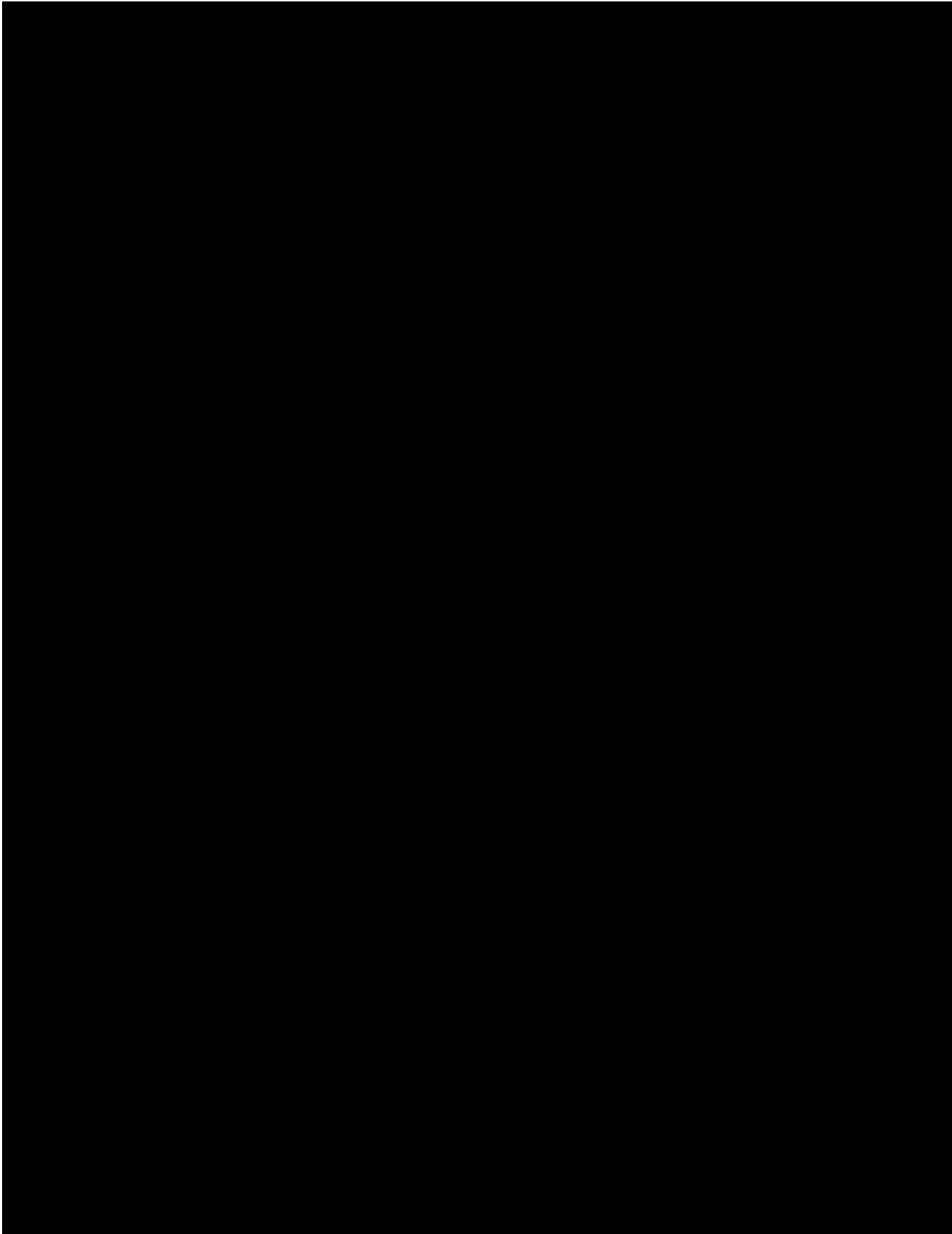


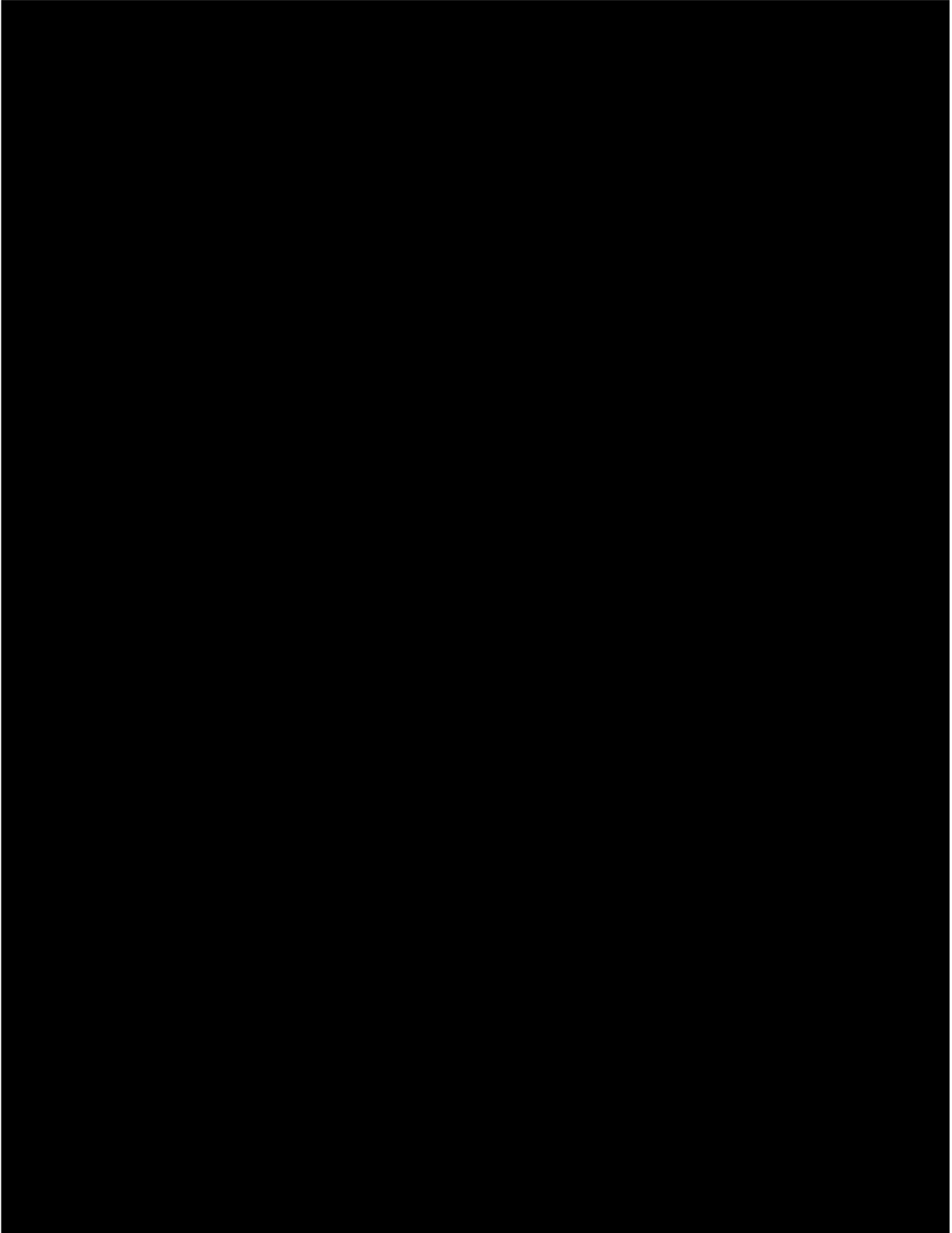


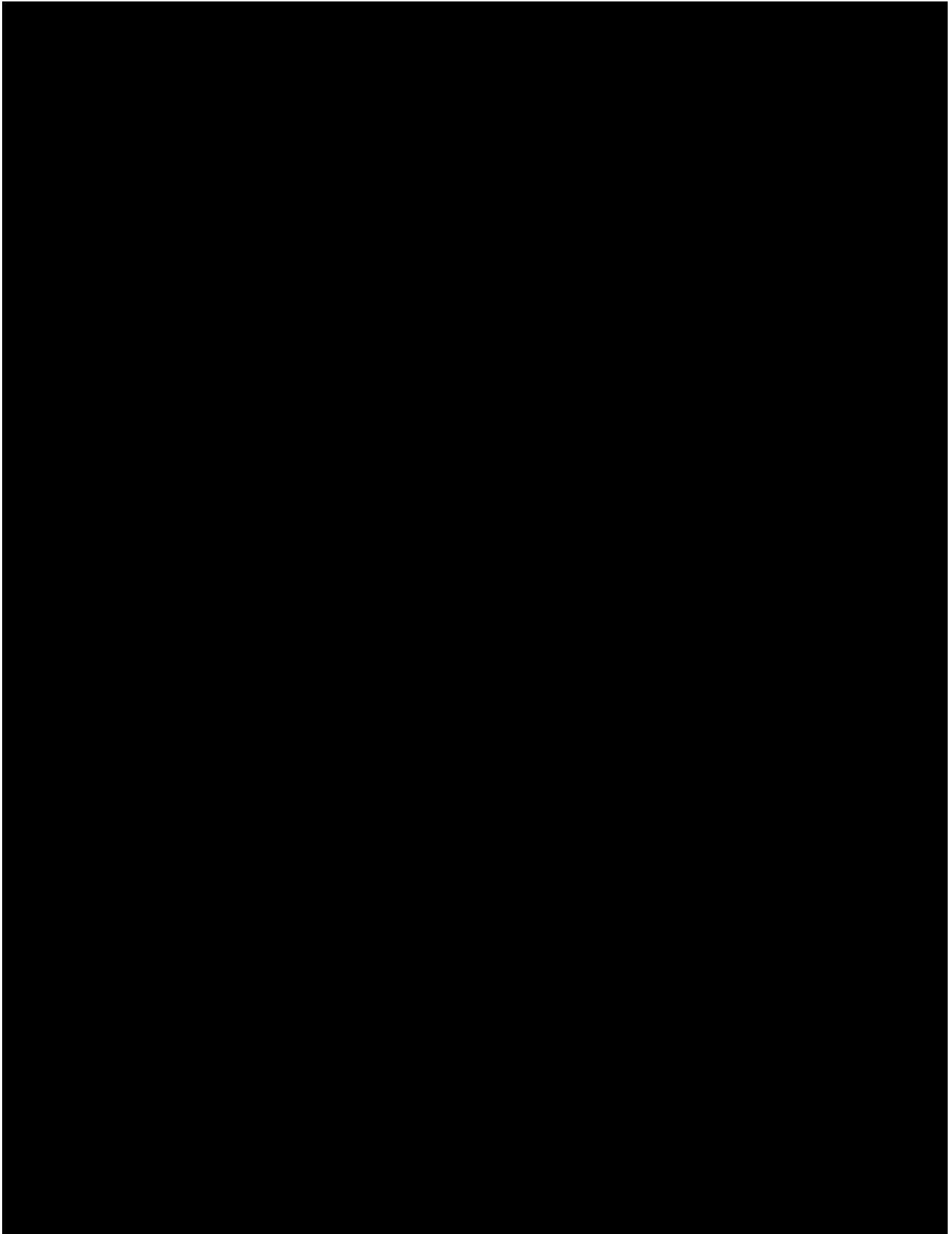


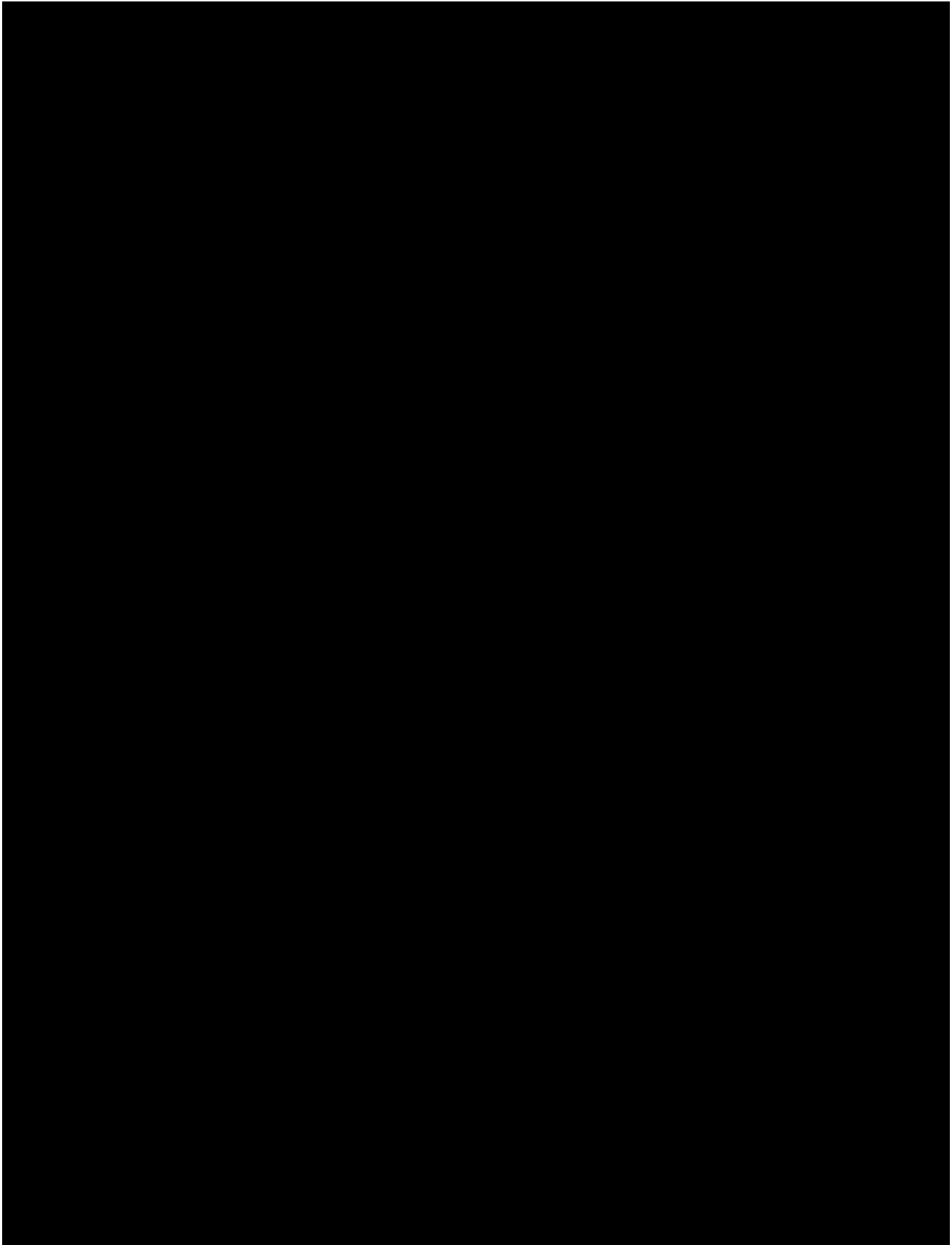


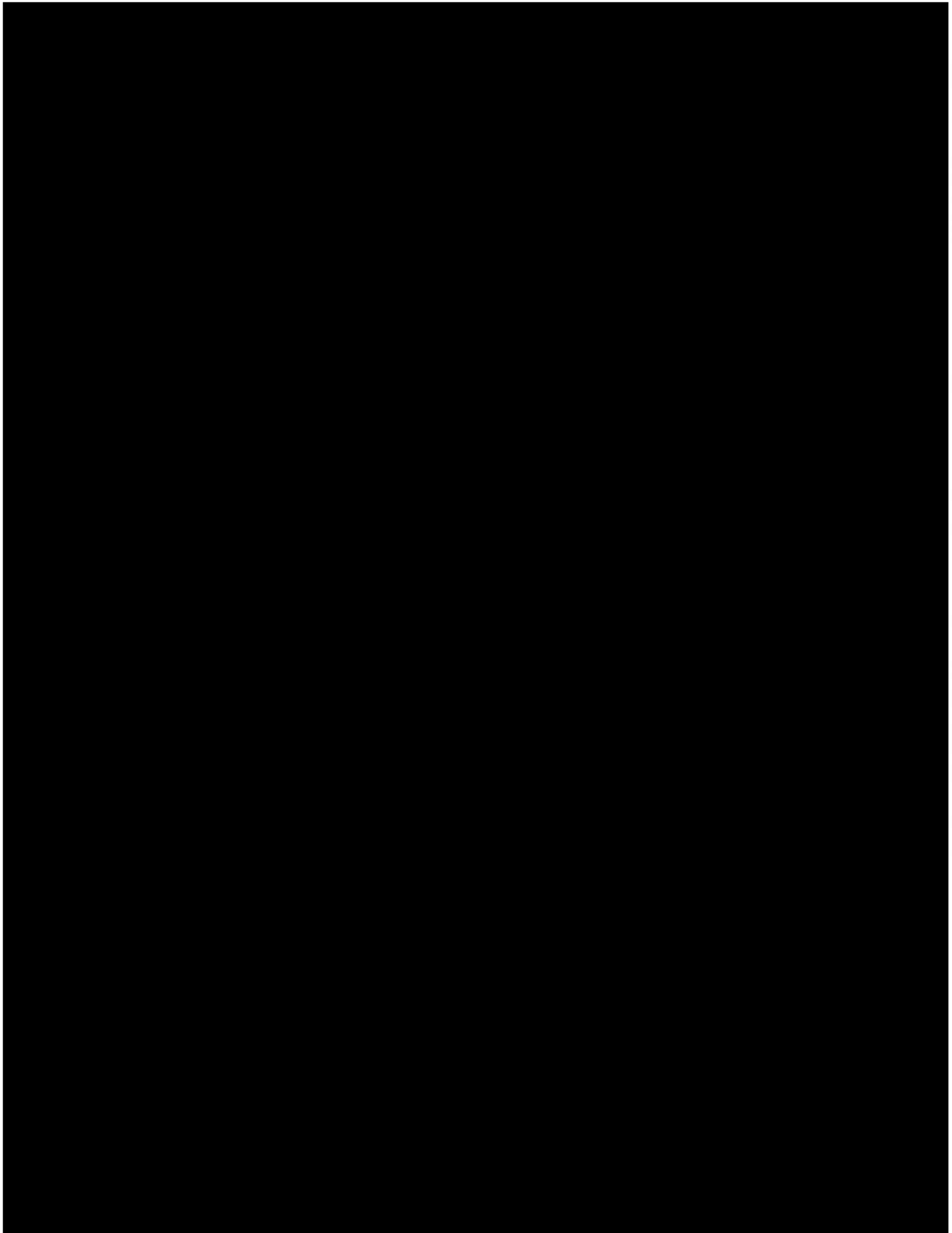


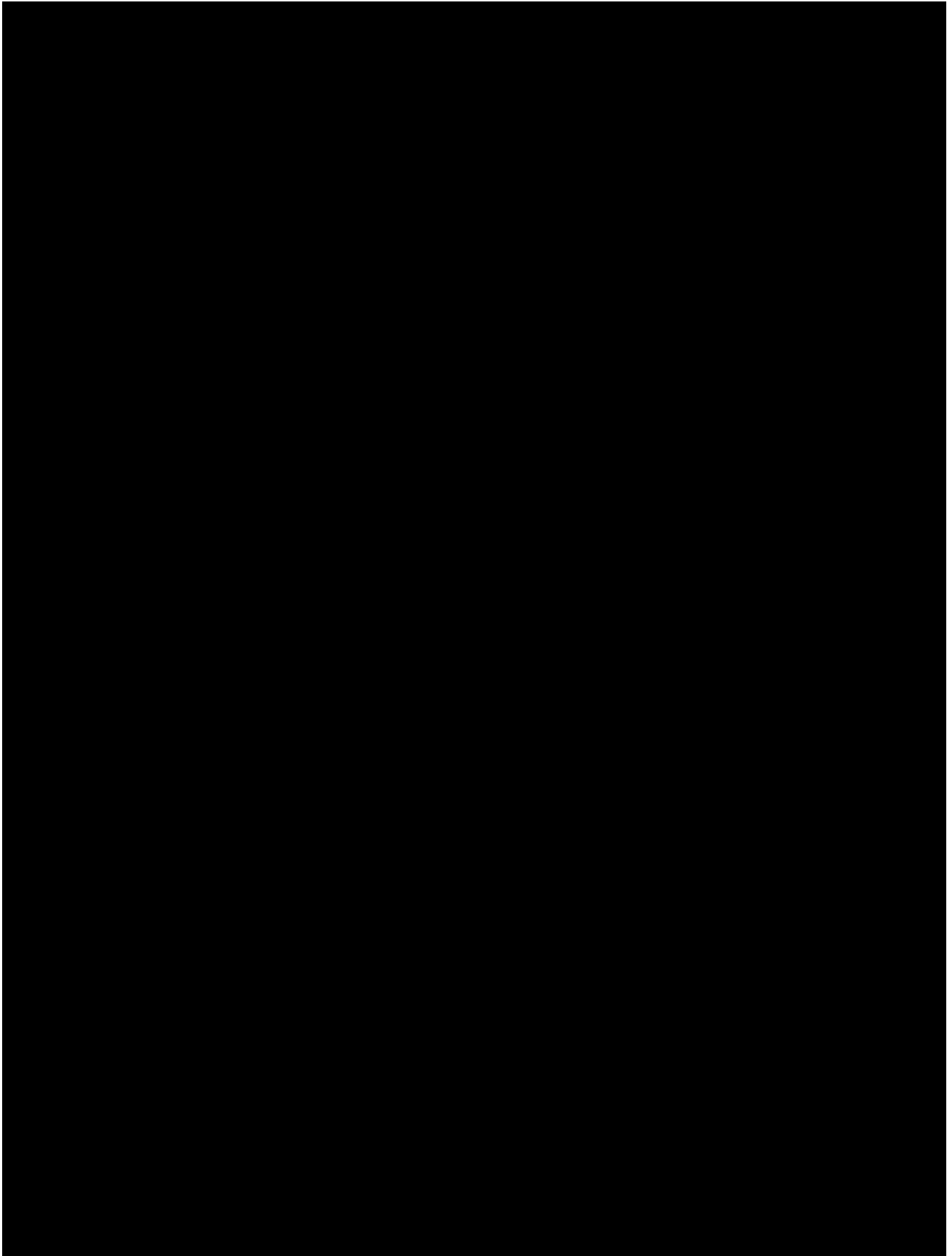


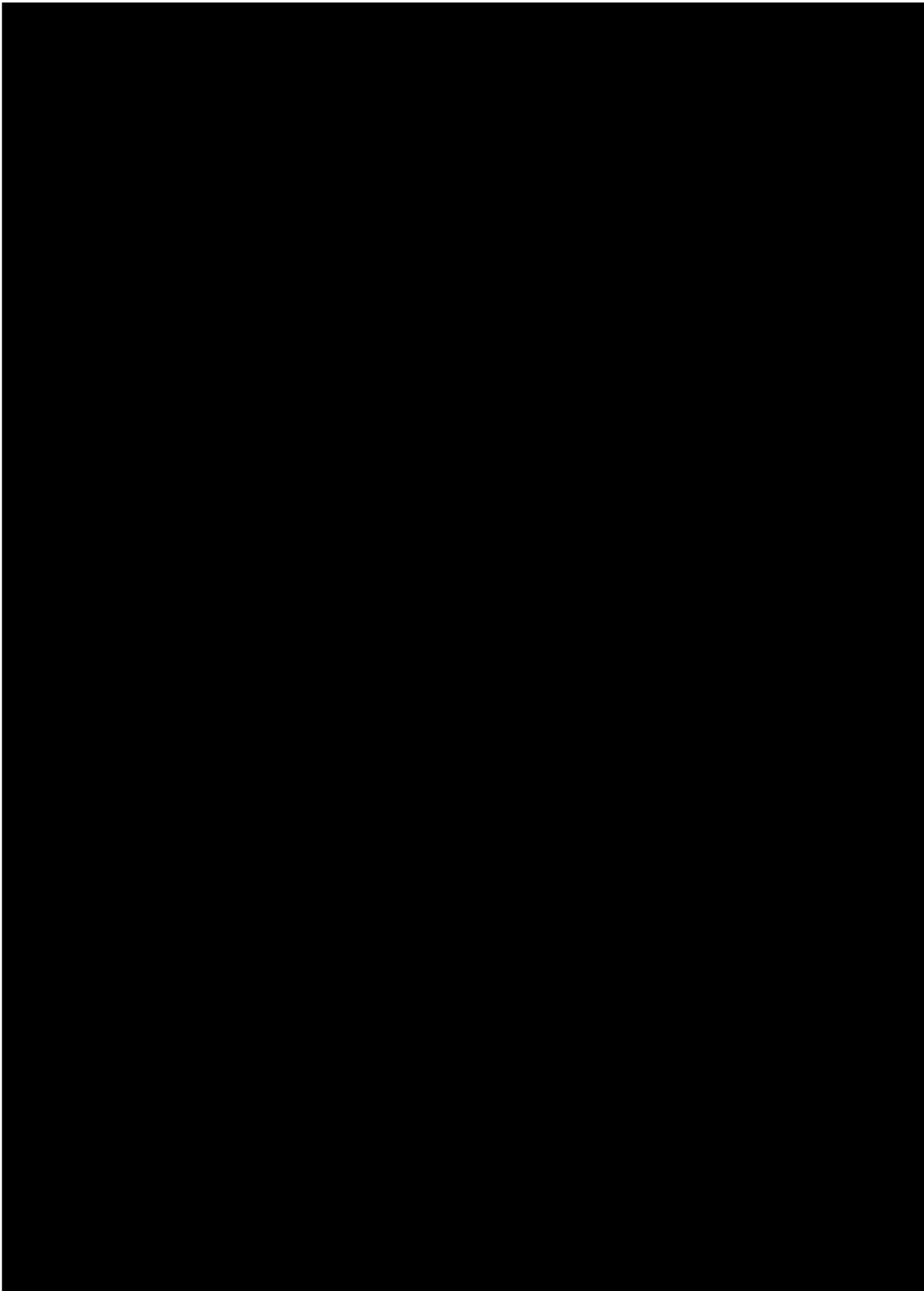


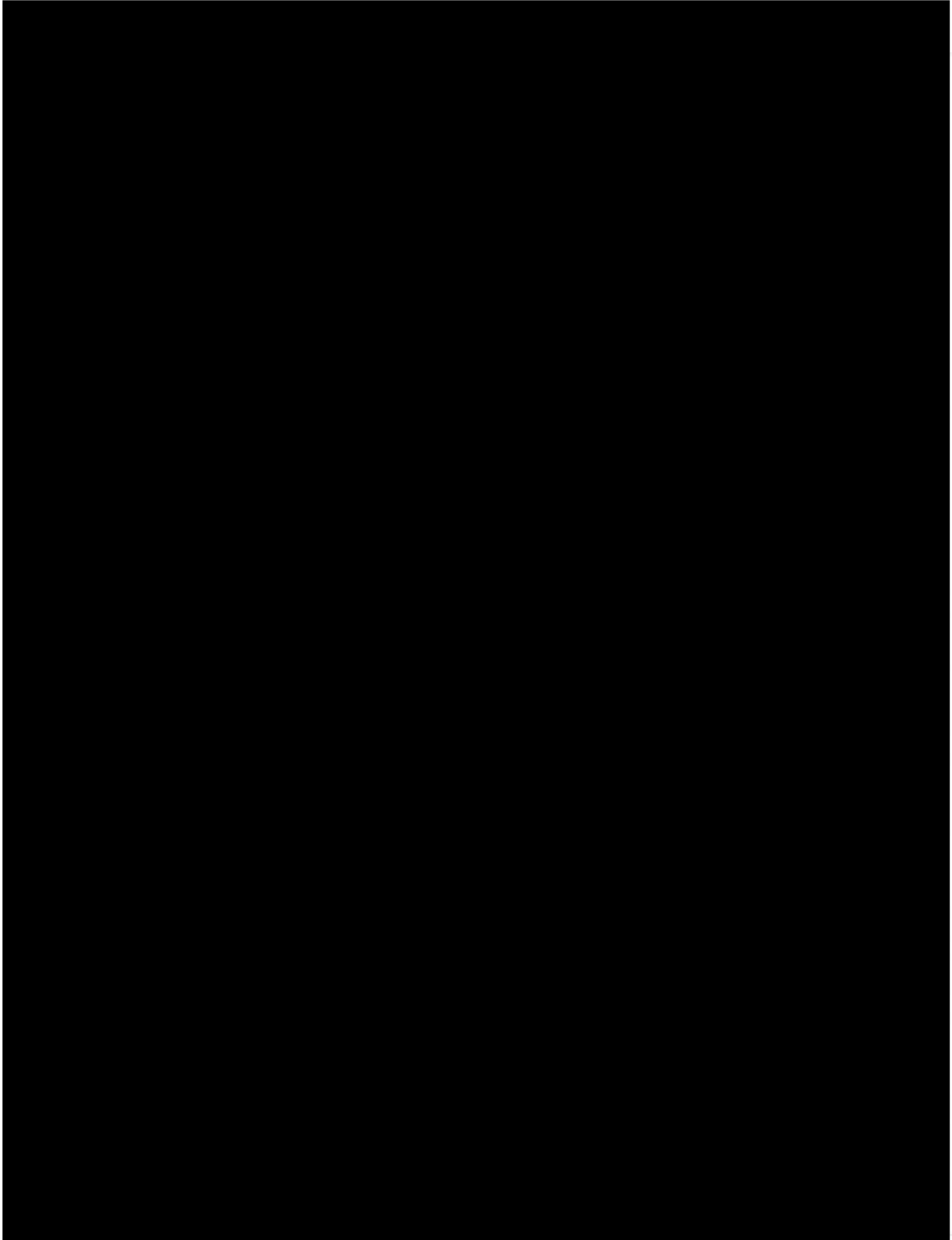




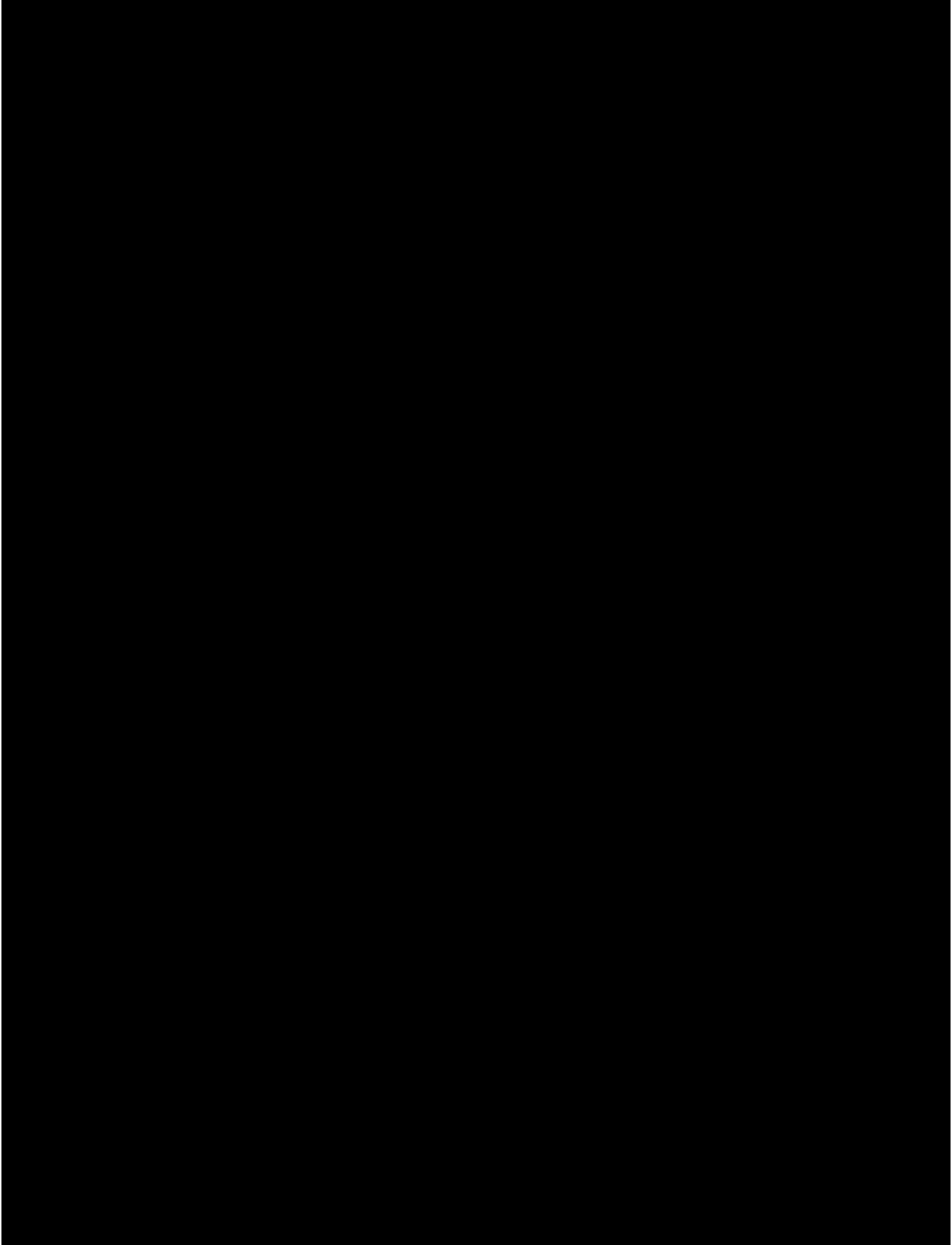


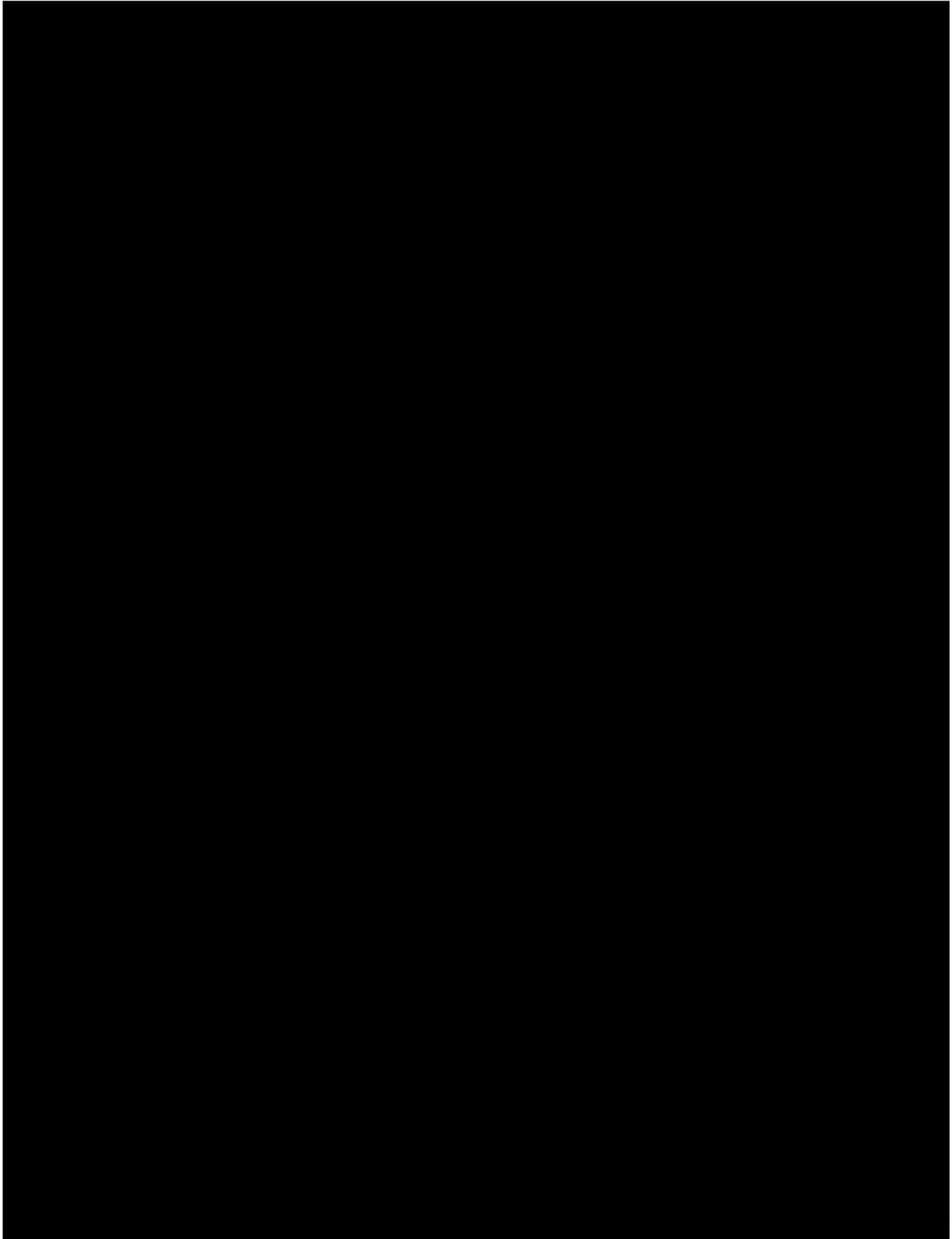


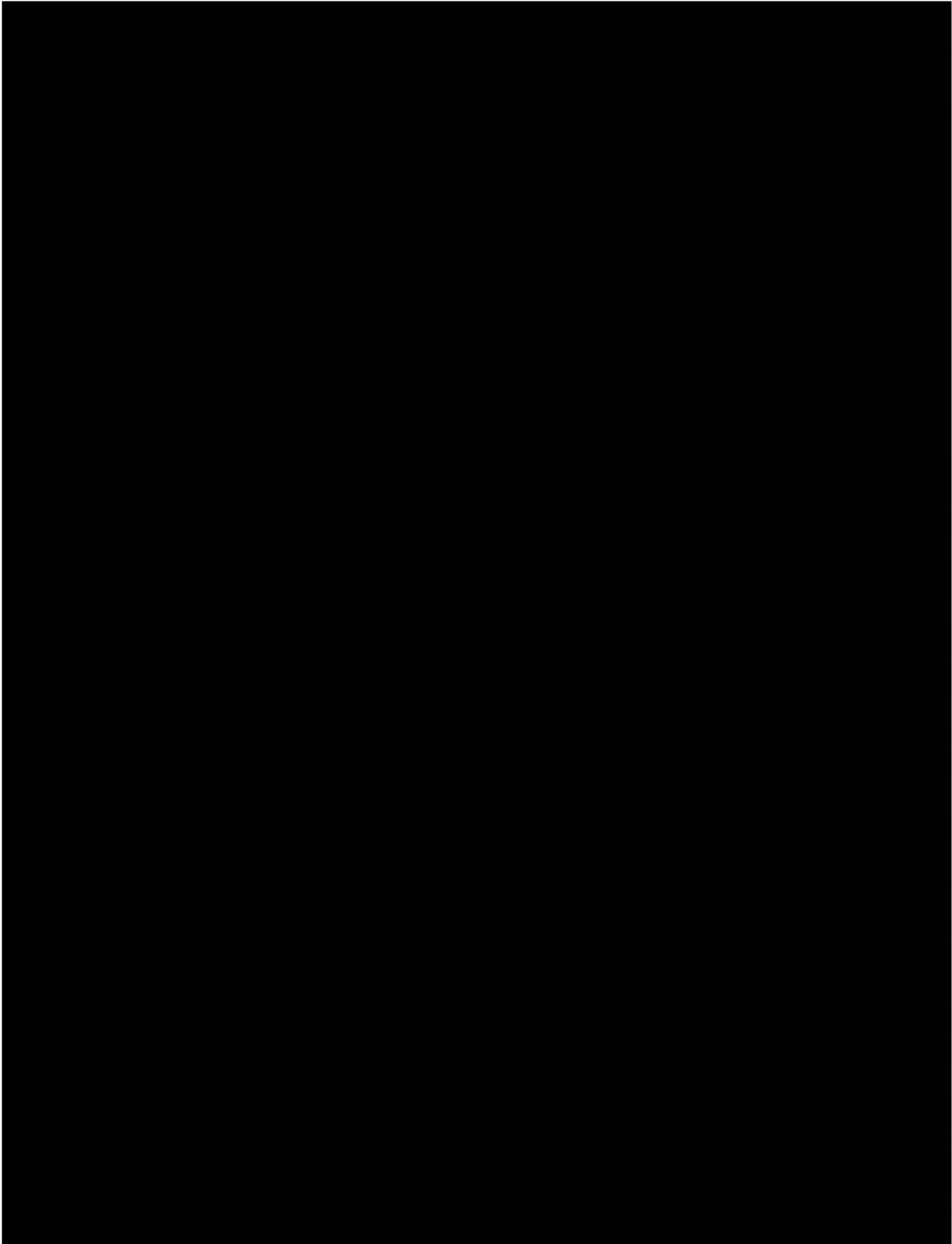


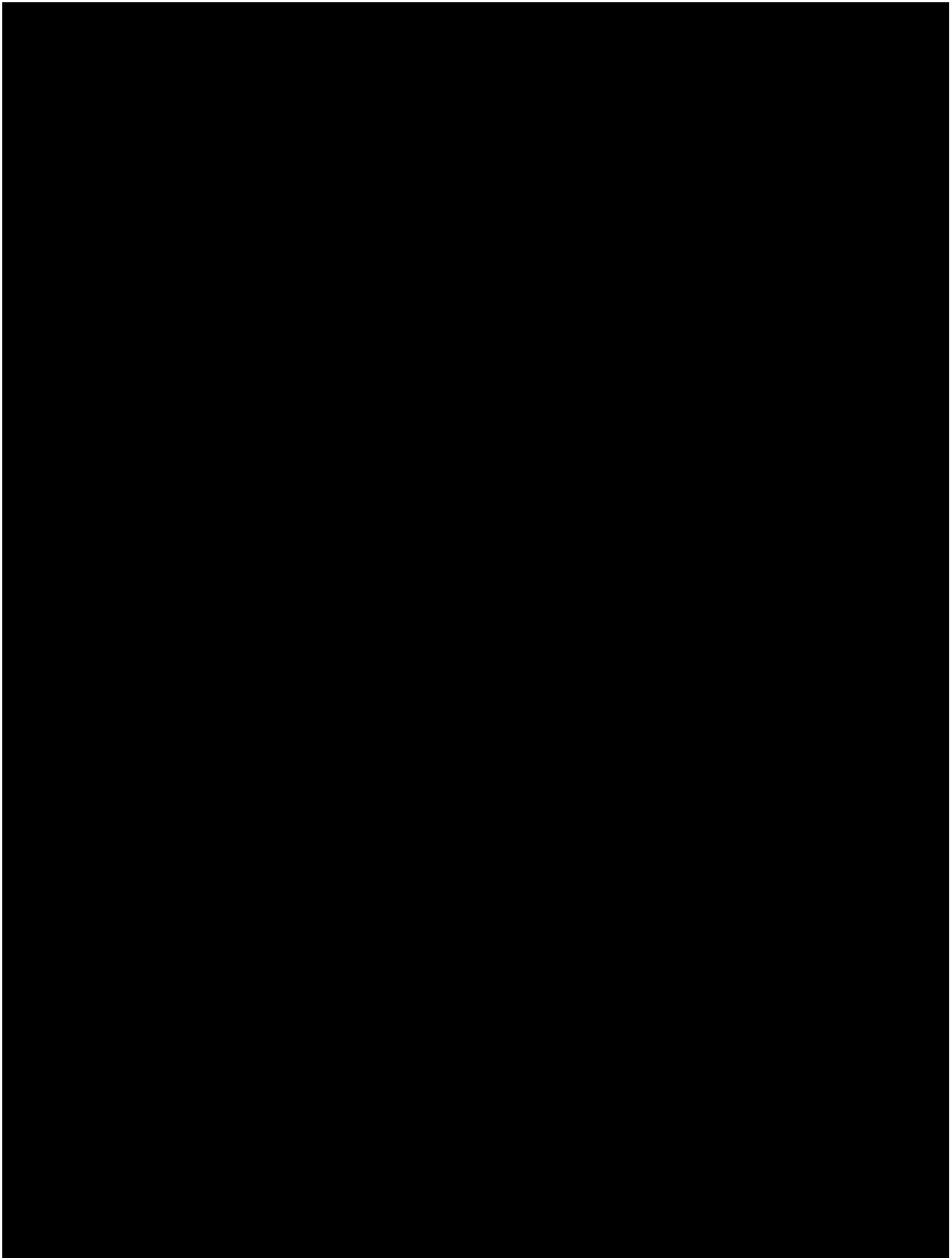


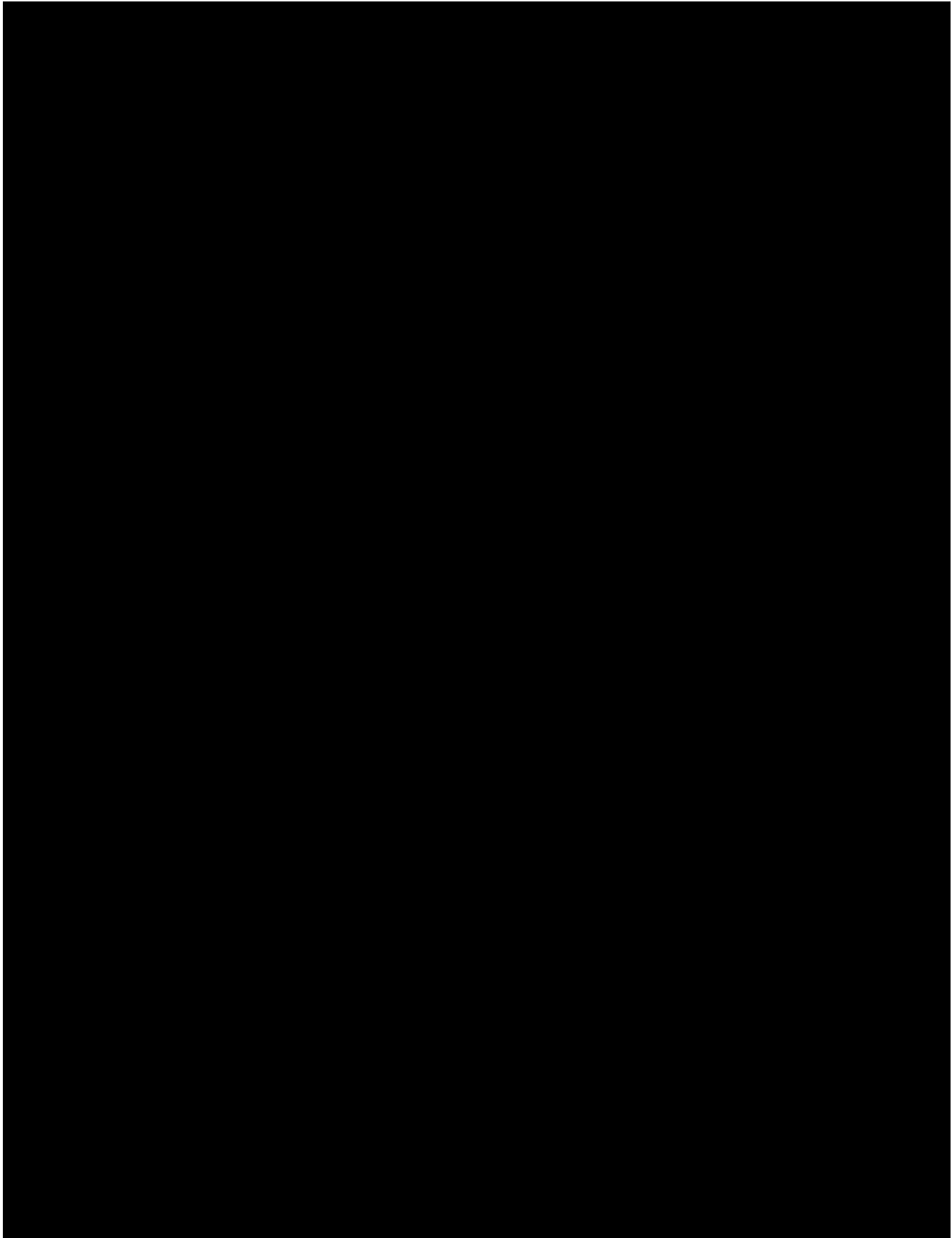


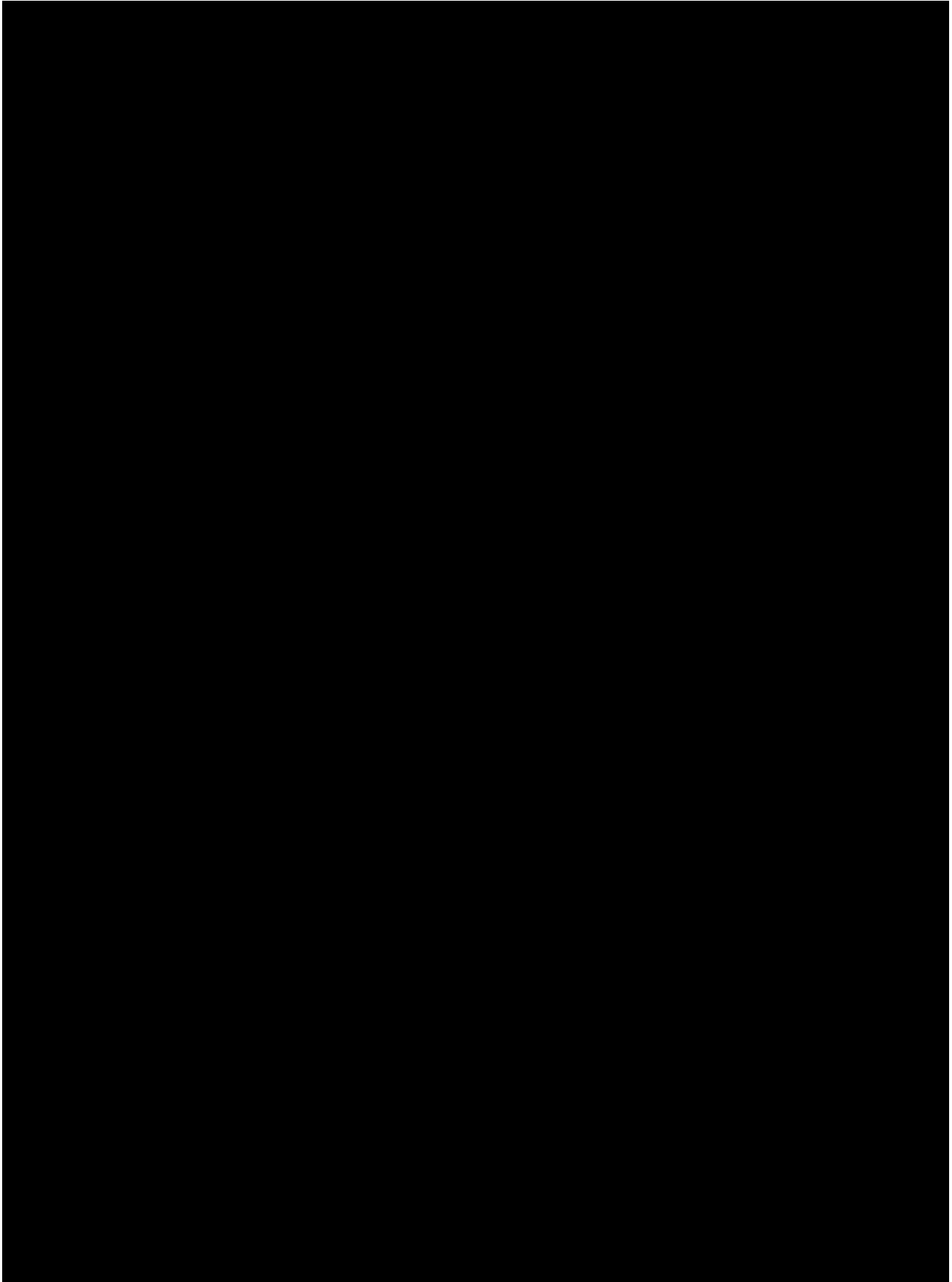












# Exhibit 3 – Criminal Background Check

## Verification

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

Nidhal Zeer

Owner | Chief Investment Officer

\_\_\_\_\_  
**Printed Name of Verifying Individual**

\_\_\_\_\_  
**Title of Verifying Individual**

Nidhal Zeer  
**Signature of Verifying Individual**

12/27/22  
**Verification Date**

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### **3.1 Summary**

The Applicant has ensured that each individual identified by § 20-2A-55(b), Code of Alabama 1975 has successfully requested a state criminal background check from the Alabama Law Enforcement Agency (ALEA) and a national criminal background check from the FBI.

Namely, in relation to the Applicant, the individuals identified by § 20-2A-55(b), Code of Alabama 1975 include:

- Dr. Joi Jacobs, PharmD (Owner)
- Gloria Boyd, RPh (Owner)
- Nidhal Zeer (Owner)

As such, what follows are the completed forms and proof of submission for each individual, including:

- FORM B: BACKGROUND CHECK APPLICANT VERIFICATION
- FORM C: STATE BACKGROUND CHECK (ALEA)
- FORM D: NATIONAL BACKGROUND CHECK (FBI)
- FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

Each individual above has completed all the forms and sent the completed form and required documents to the appropriate agencies.

**3.2 FORM B: BACKGROUND CHECK APPLICANT VERIFICATION**

**FORM B: BACKGROUND CHECK APPLICANT VERIFICATION**

Statewide Property Holdings AL, LLC

Dispensary


Business License Applicant Name

License Type

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

NAME	ROLE (select all that apply)
Joi Jacobs - Certified Dispenser and Owner	<input checked="" type="checkbox"/> Owner <input checked="" type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
Gloria Boyd - Certified Dispenser and Owner	<input checked="" type="checkbox"/> Owner <input checked="" type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
Nidhal Zeer - Chief Investment Officer and Owner	<input checked="" type="checkbox"/> Owner <input checked="" 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
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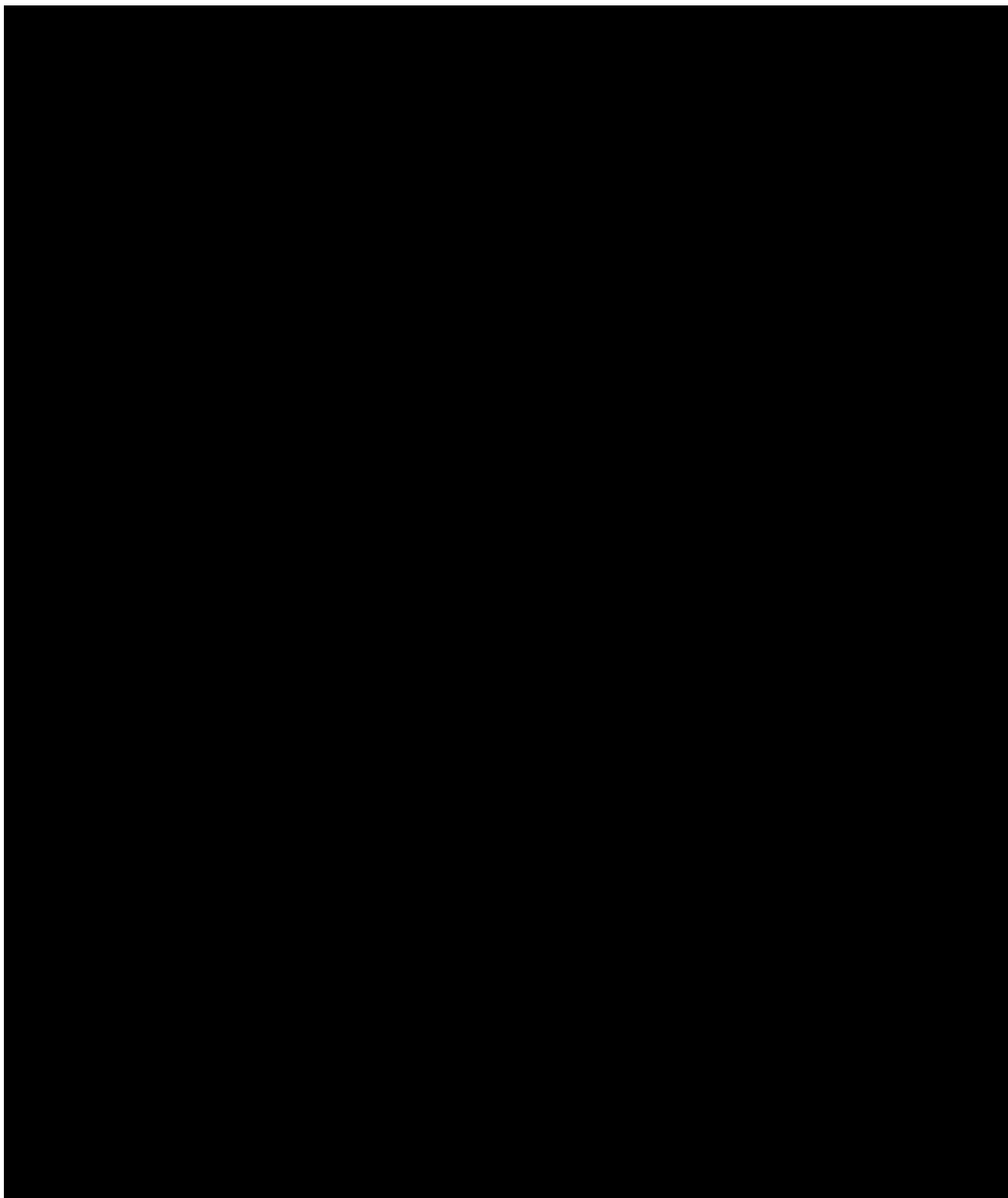
**Applicant Verification:** The undersigned hereby verifies that the individuals listed hereinabove (and attached, as necessary) are all of the individuals identified by § 20-2A-55(b), Code of Alabama 1975 (as amended) with respect to the Applicant. The undersigned further verifies that each individual 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.

Nidhal Zeer  
 Printed Name of Verifying Individual  
  
 Signature of Verifying Individual

Manager  
 Title of Verifying Individual  
 12/05/2022 18:05 UTC  
 Verification Date

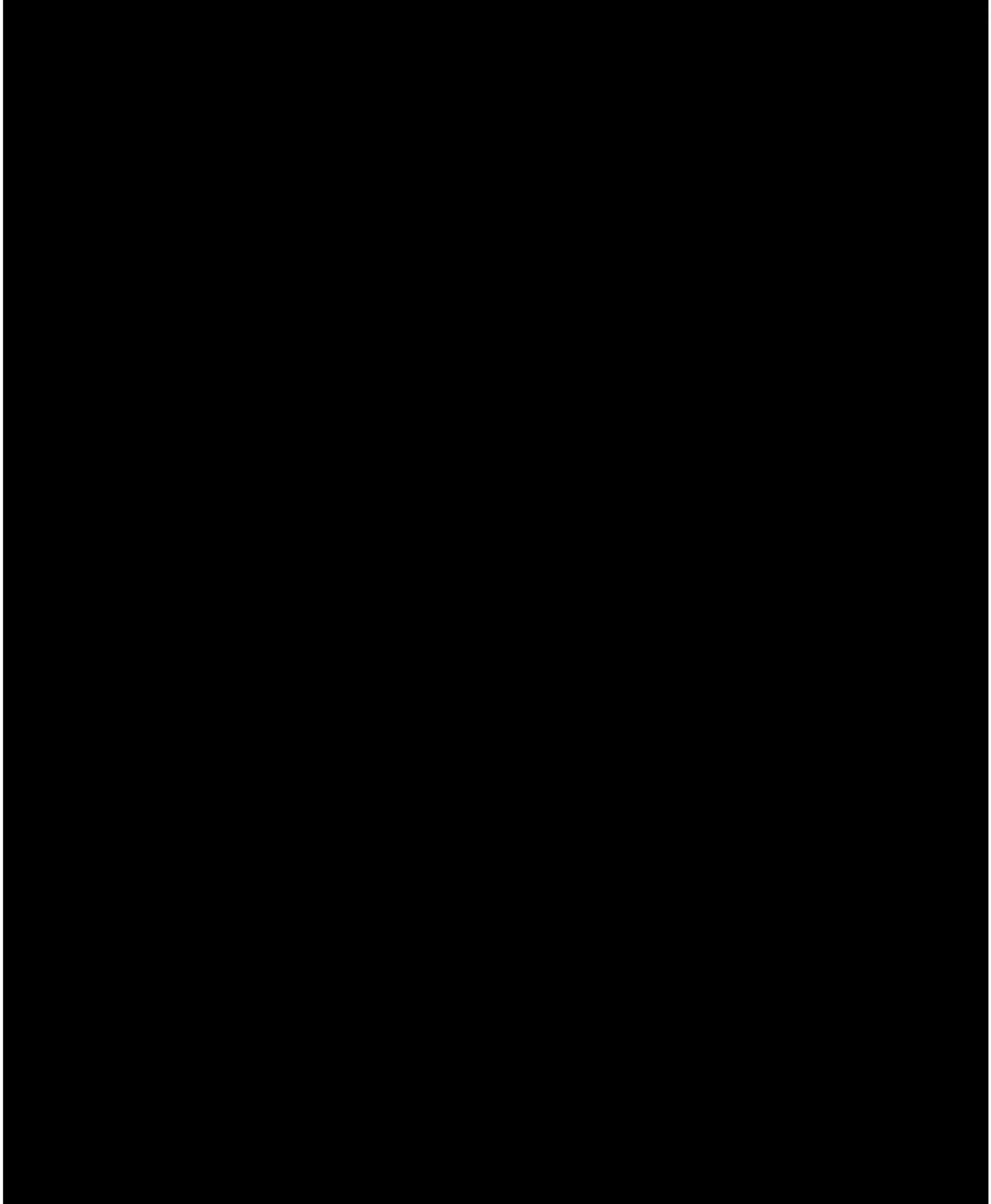
**3.3 Dr. Joi Jacobs, PharmD – Criminal Background Check Records**

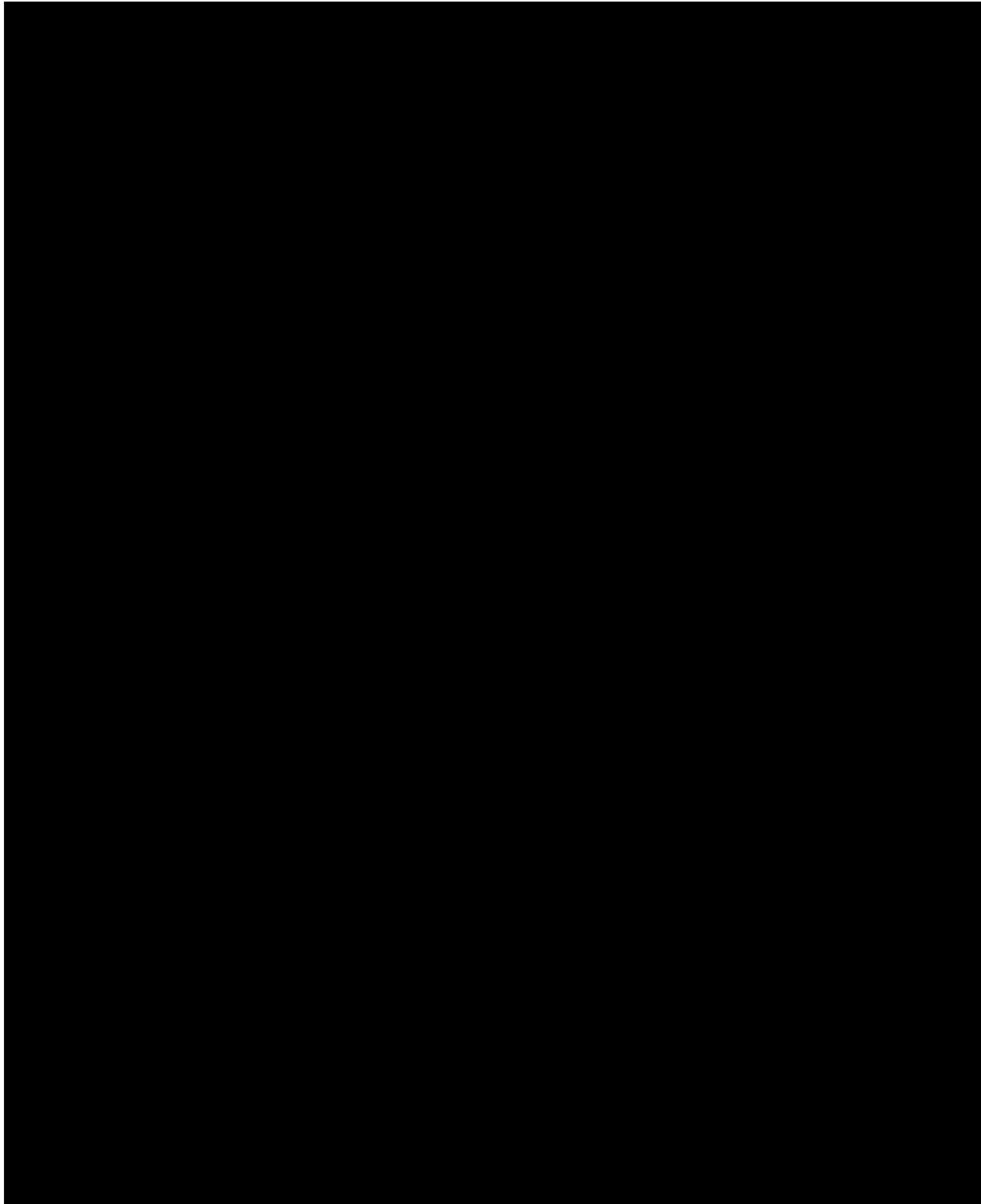
**3.3.1 FORM C: STATE BACKGROUND CHECK (ALEA)**



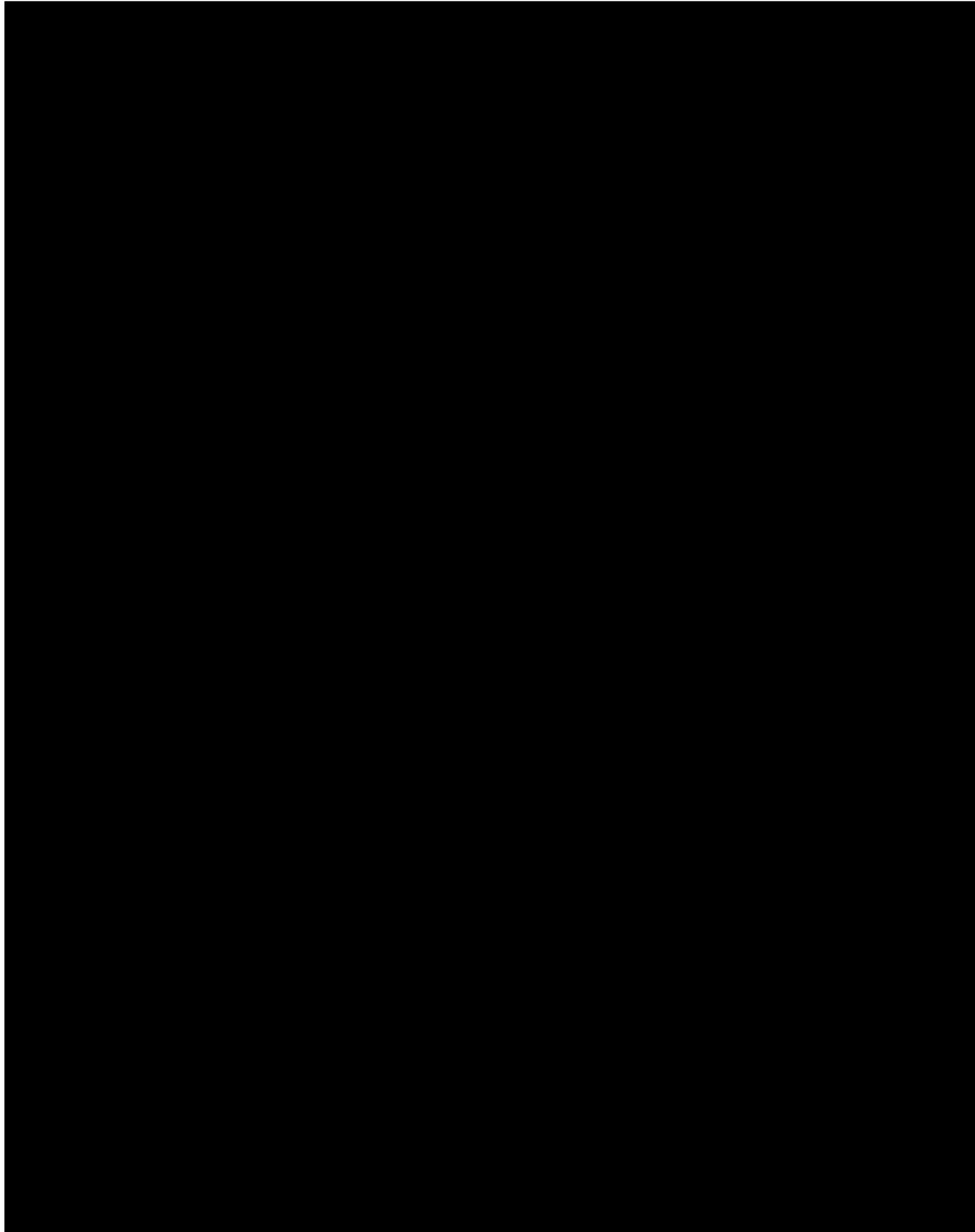






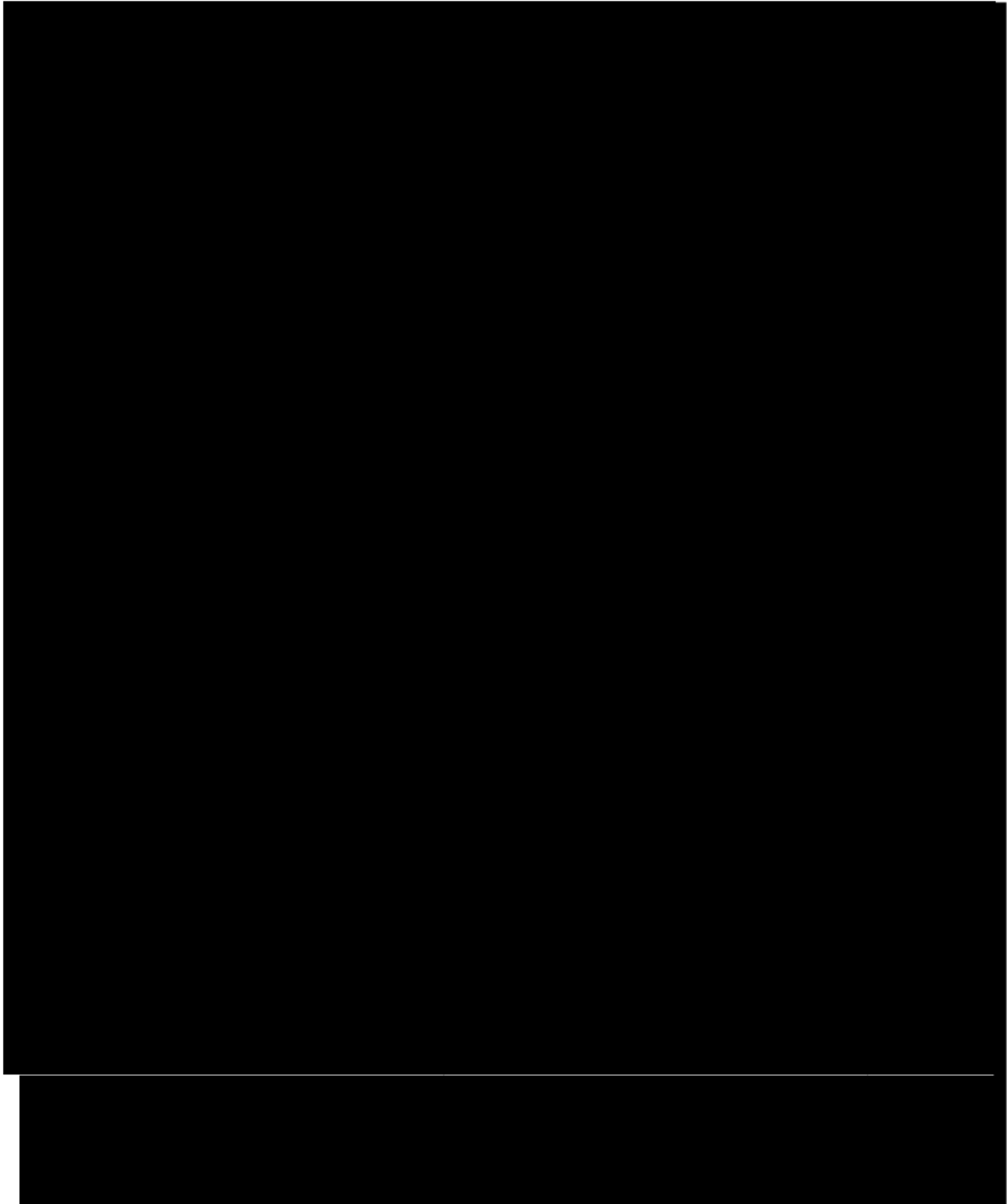


**3.3.2 FORM D: NATIONAL BACKGROUND CHECK (FBI)**

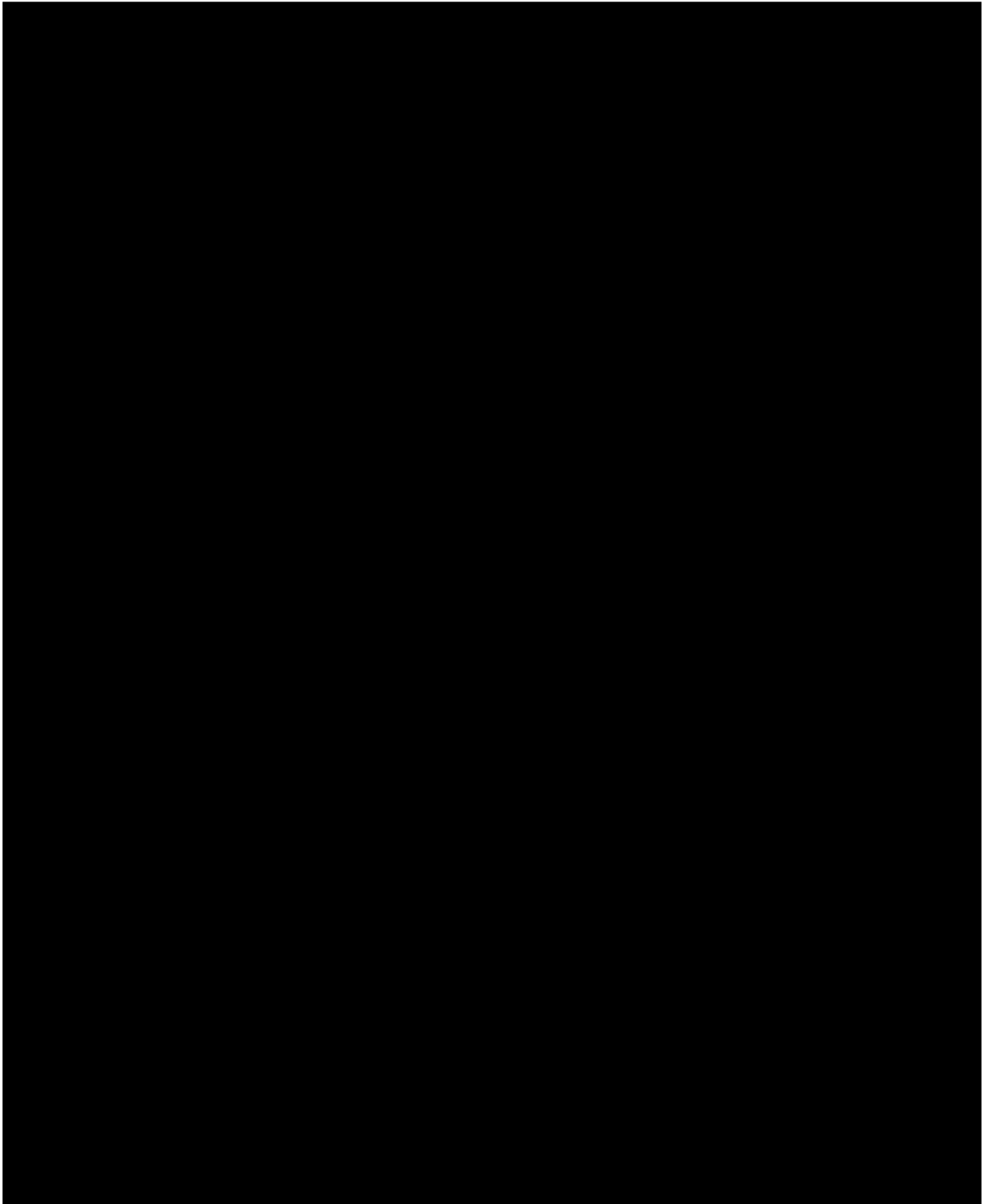




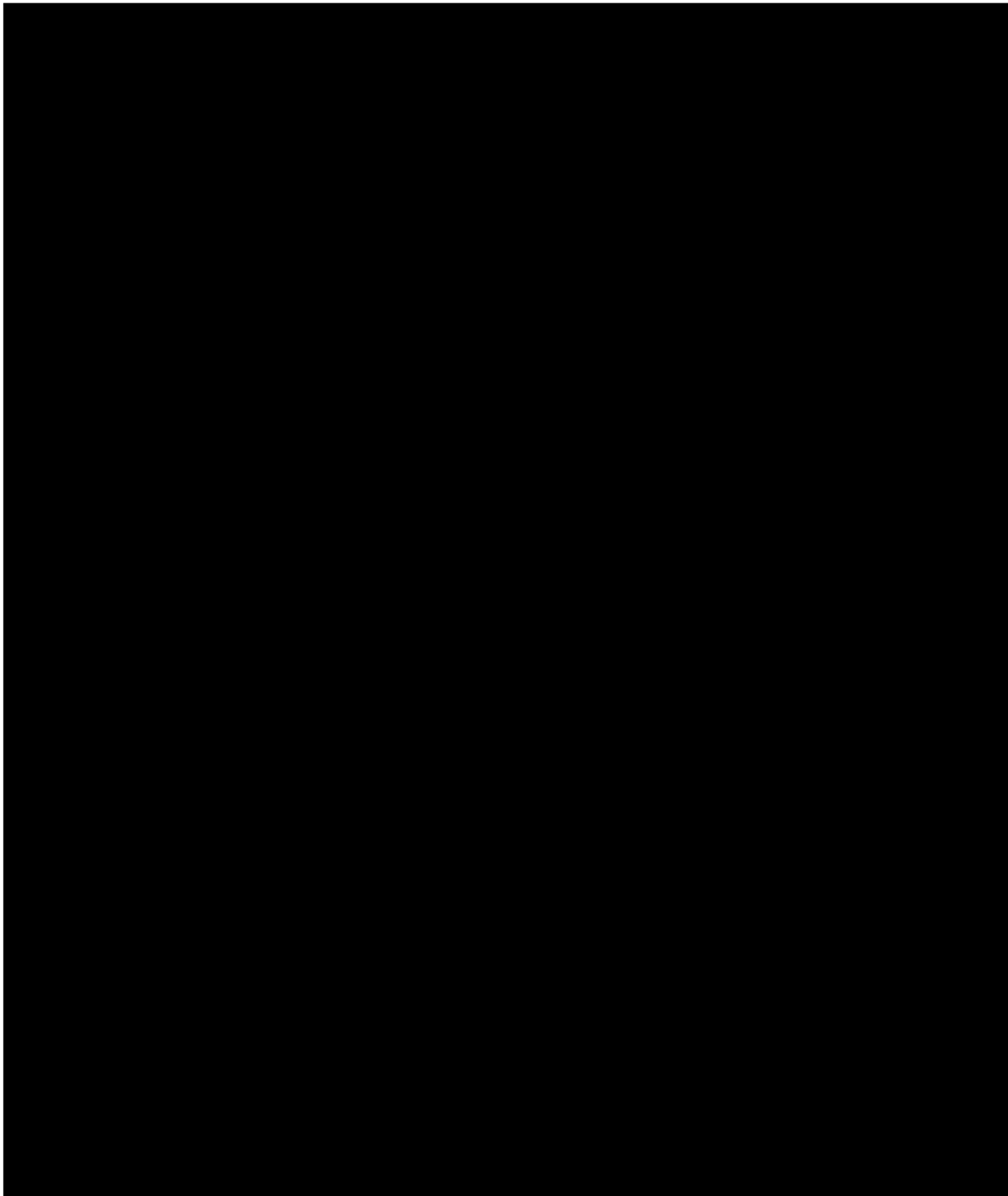


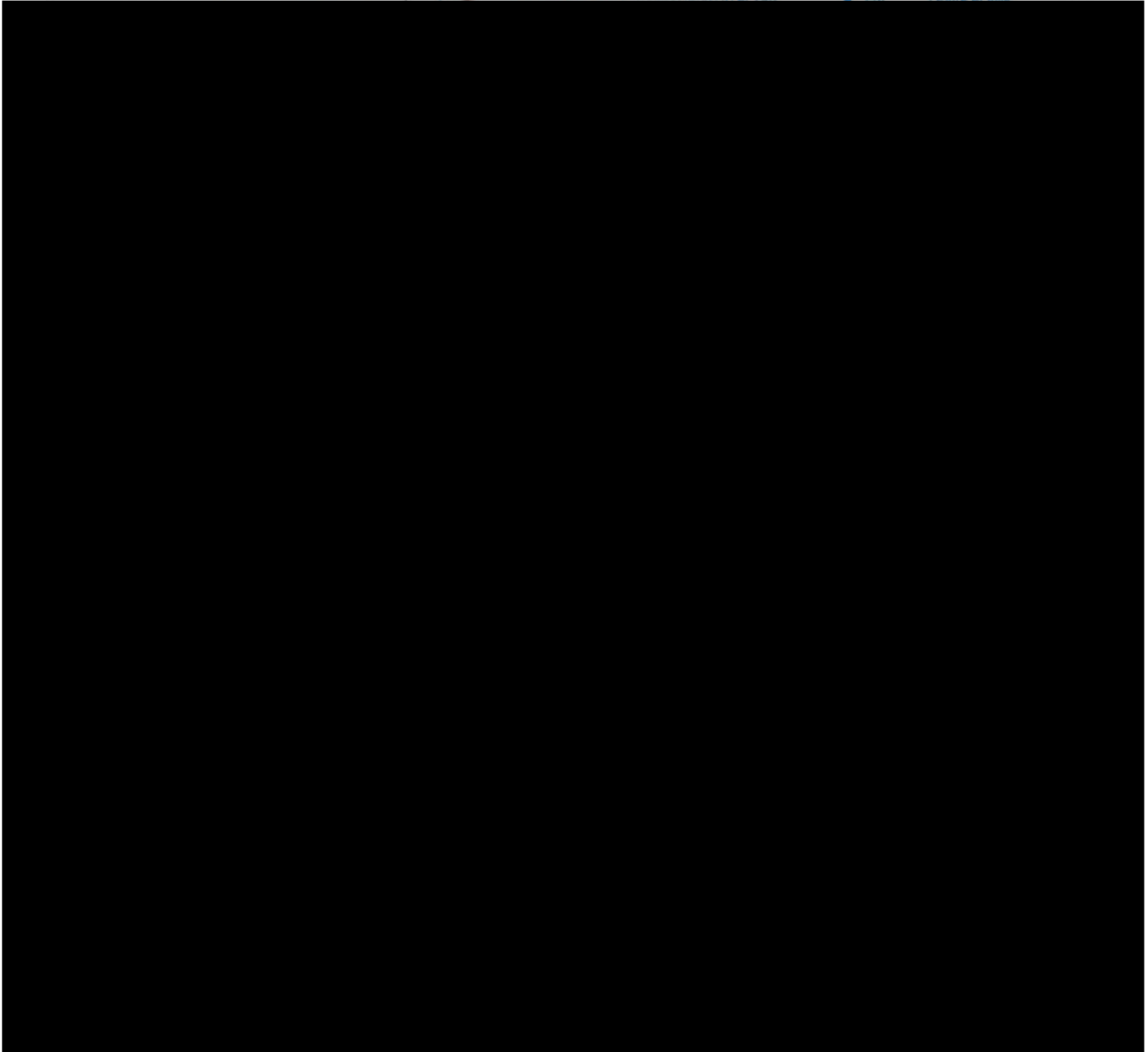


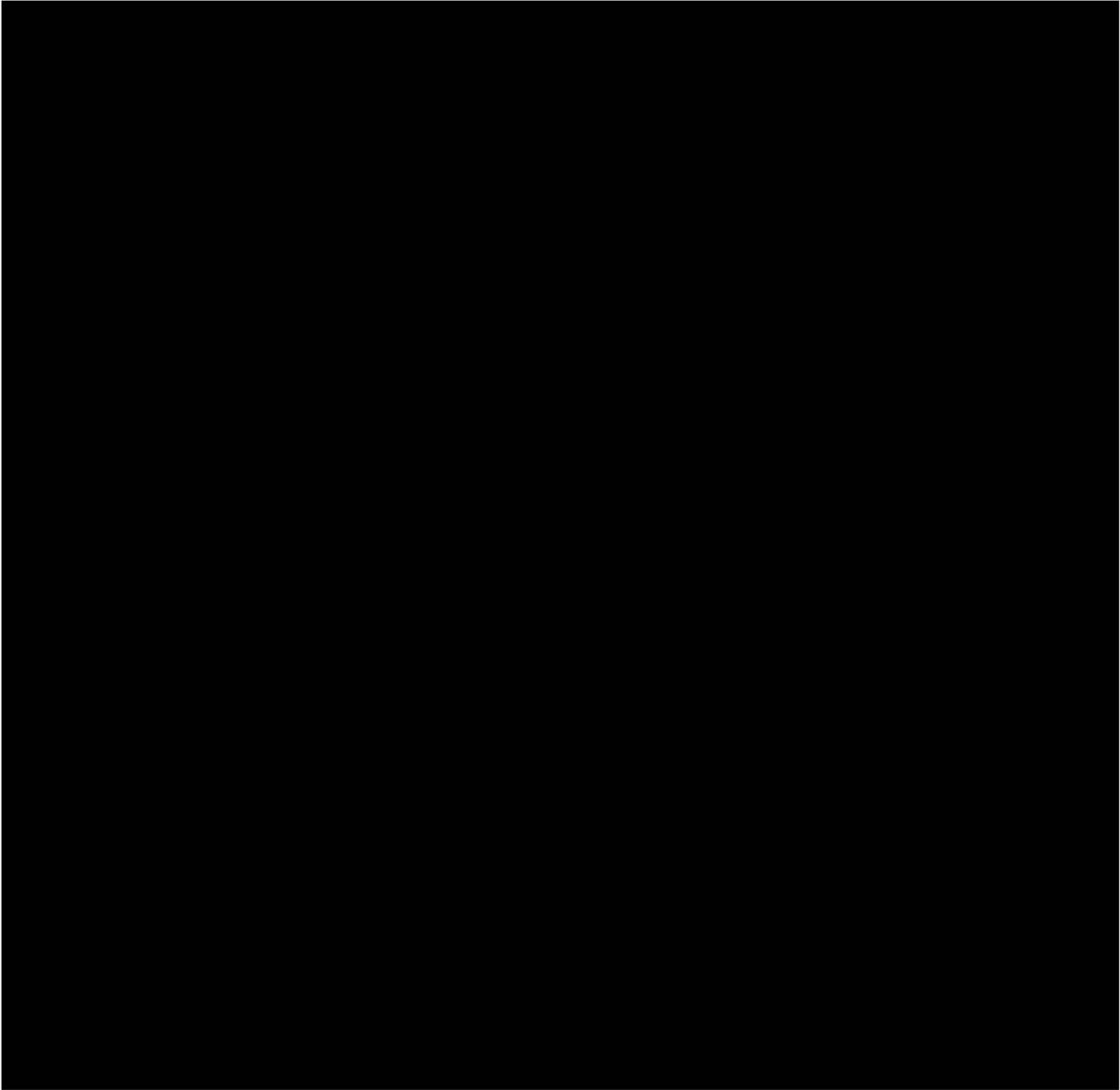
**3.3.3 FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION**

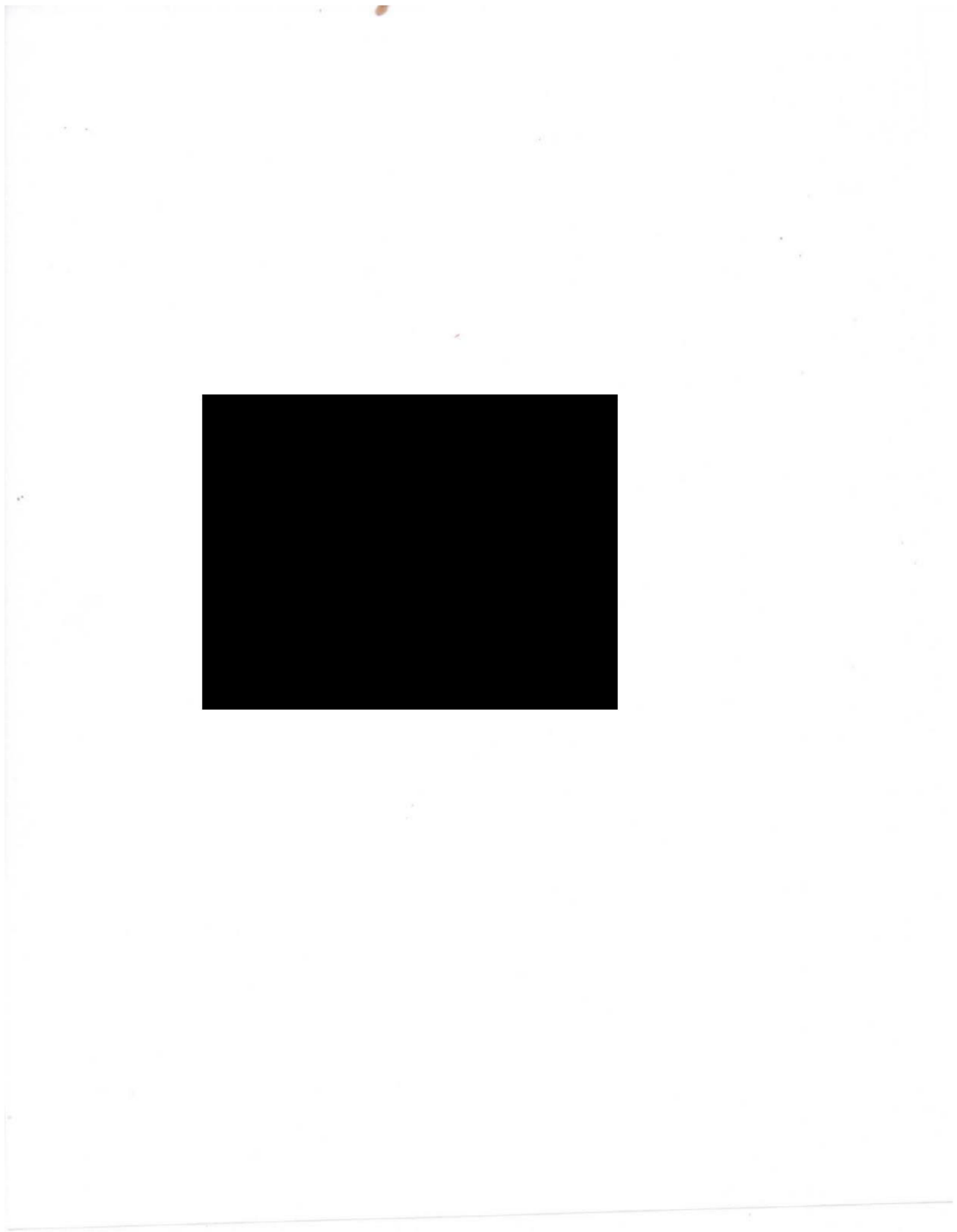


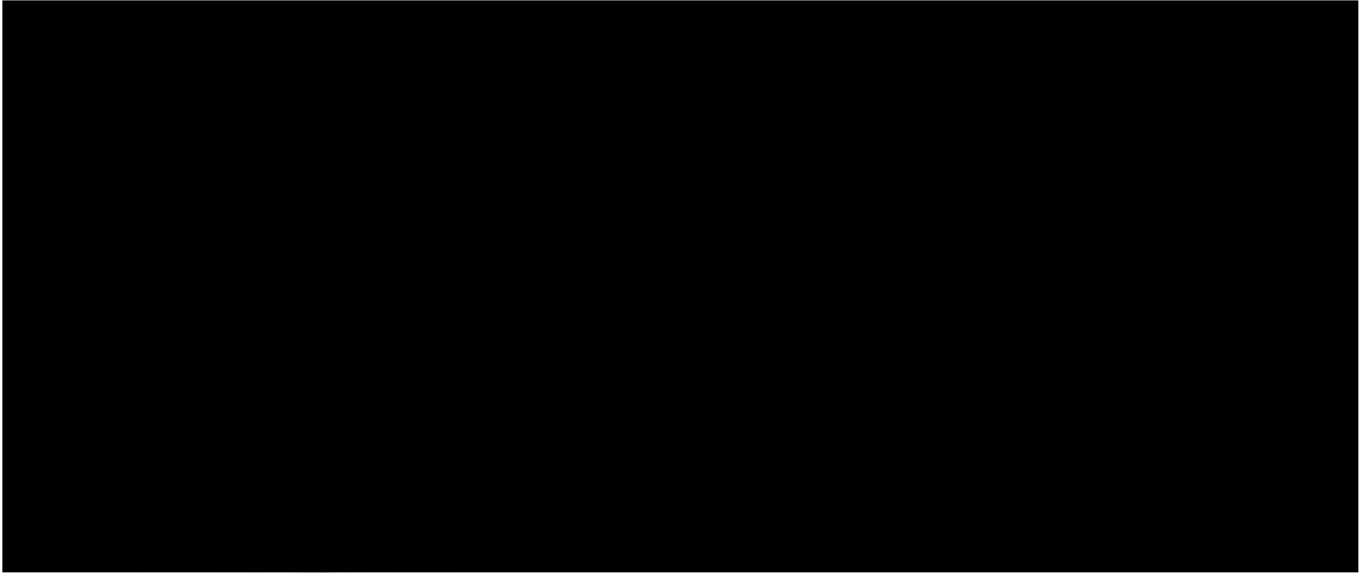
**3.4 Gloria Boyd, RPh – Criminal Background Check Records**





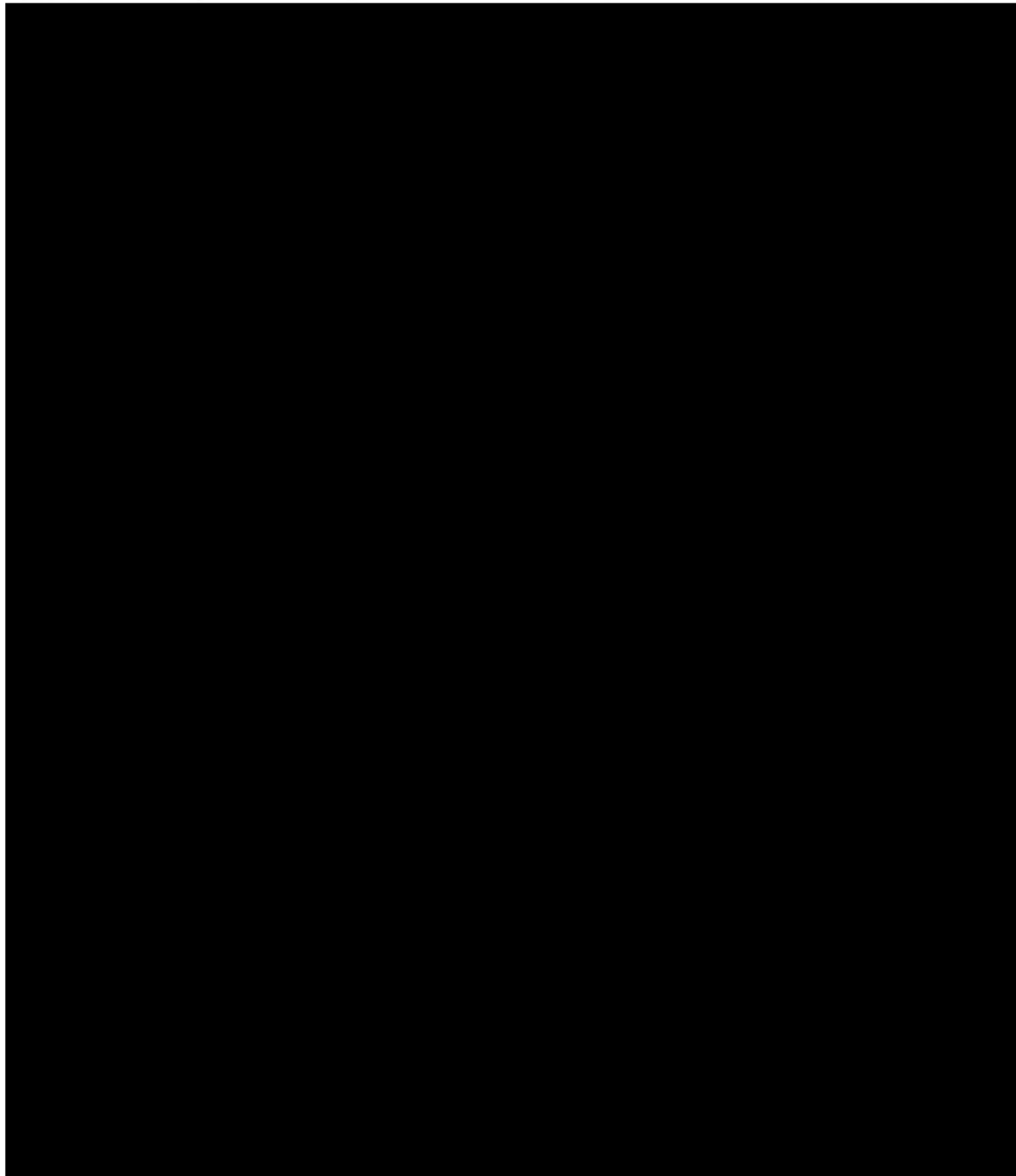


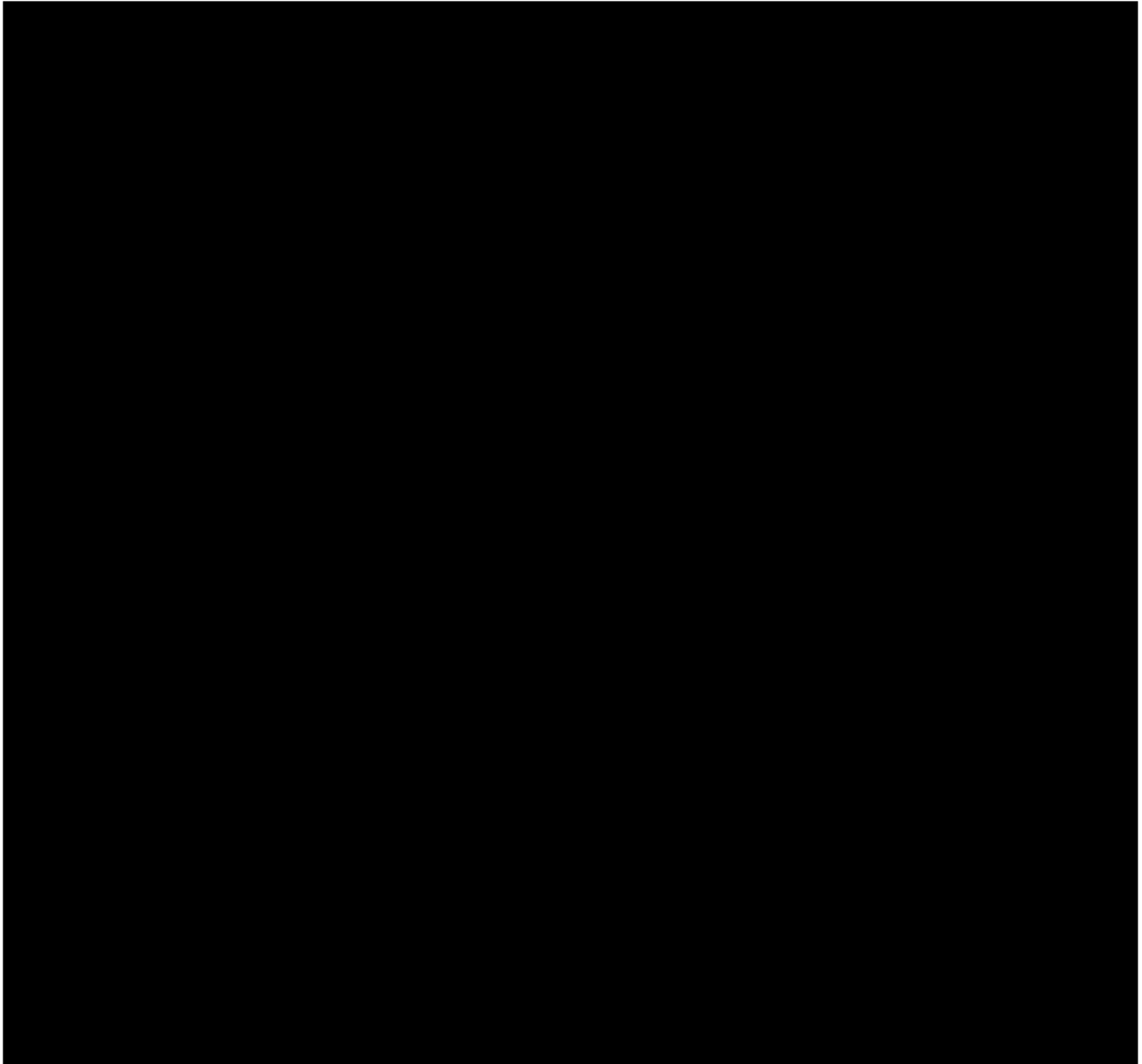


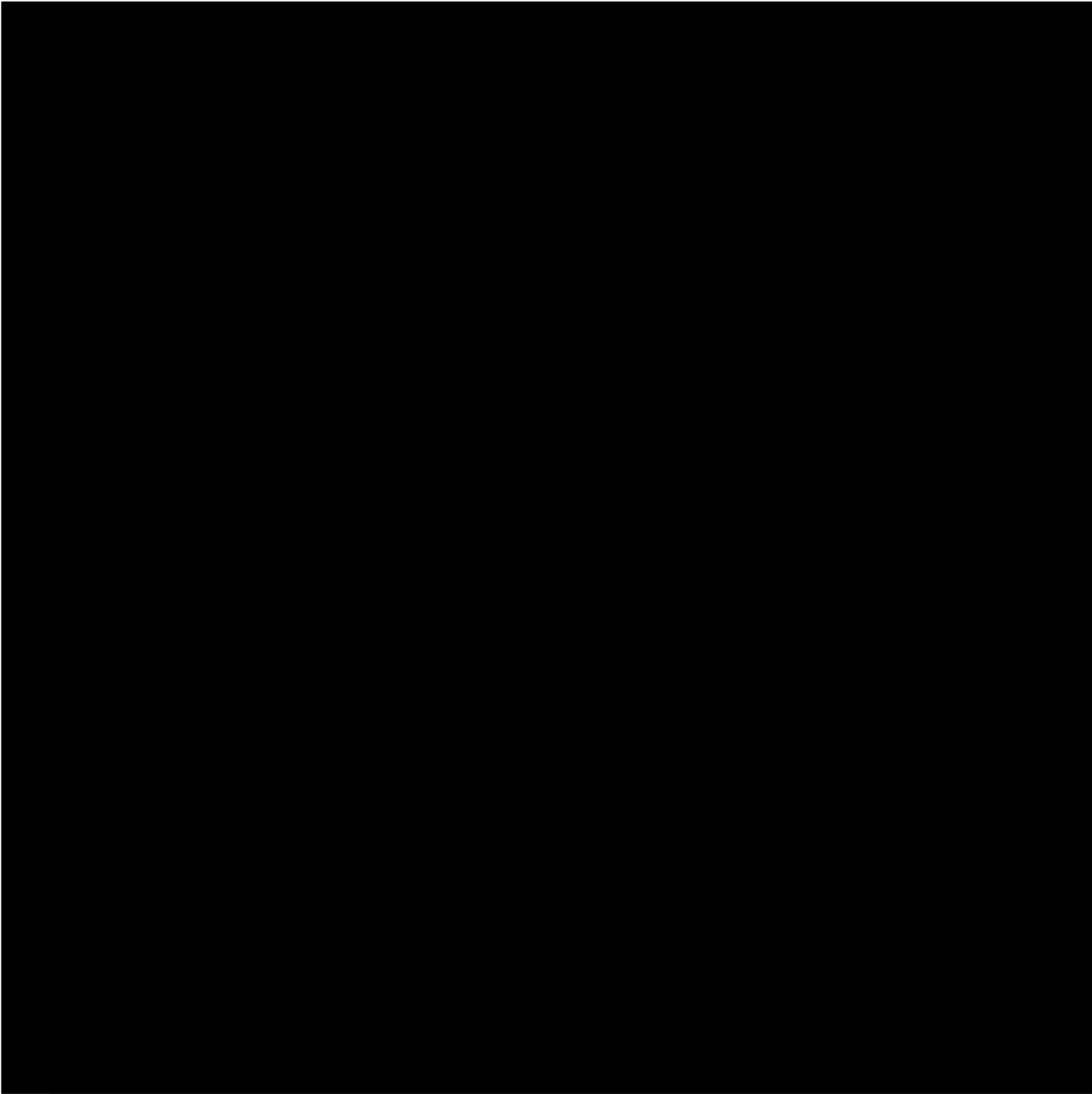




**3.4.2 FORM D: NATIONAL BACKGROUND CHECK (FBI)**

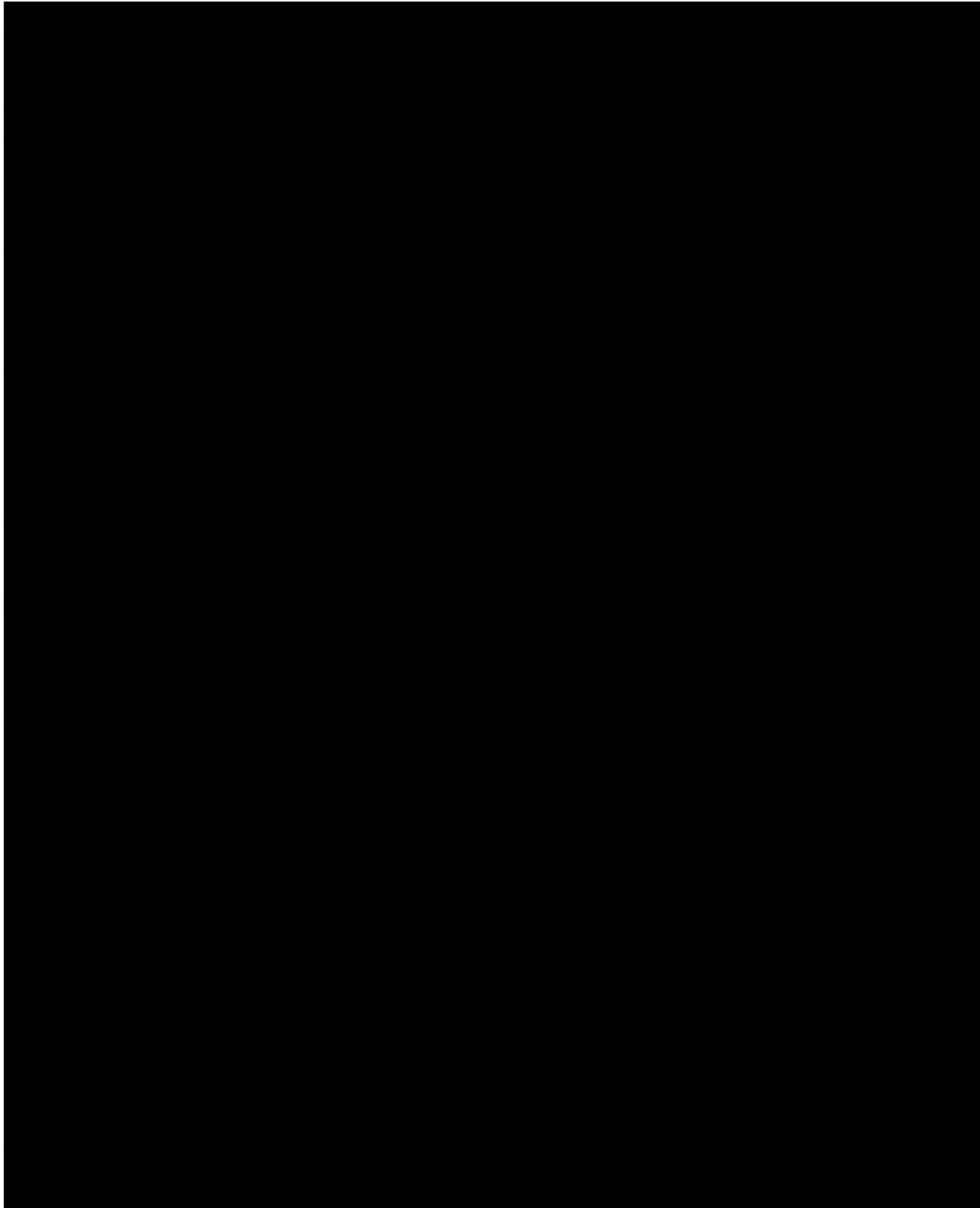




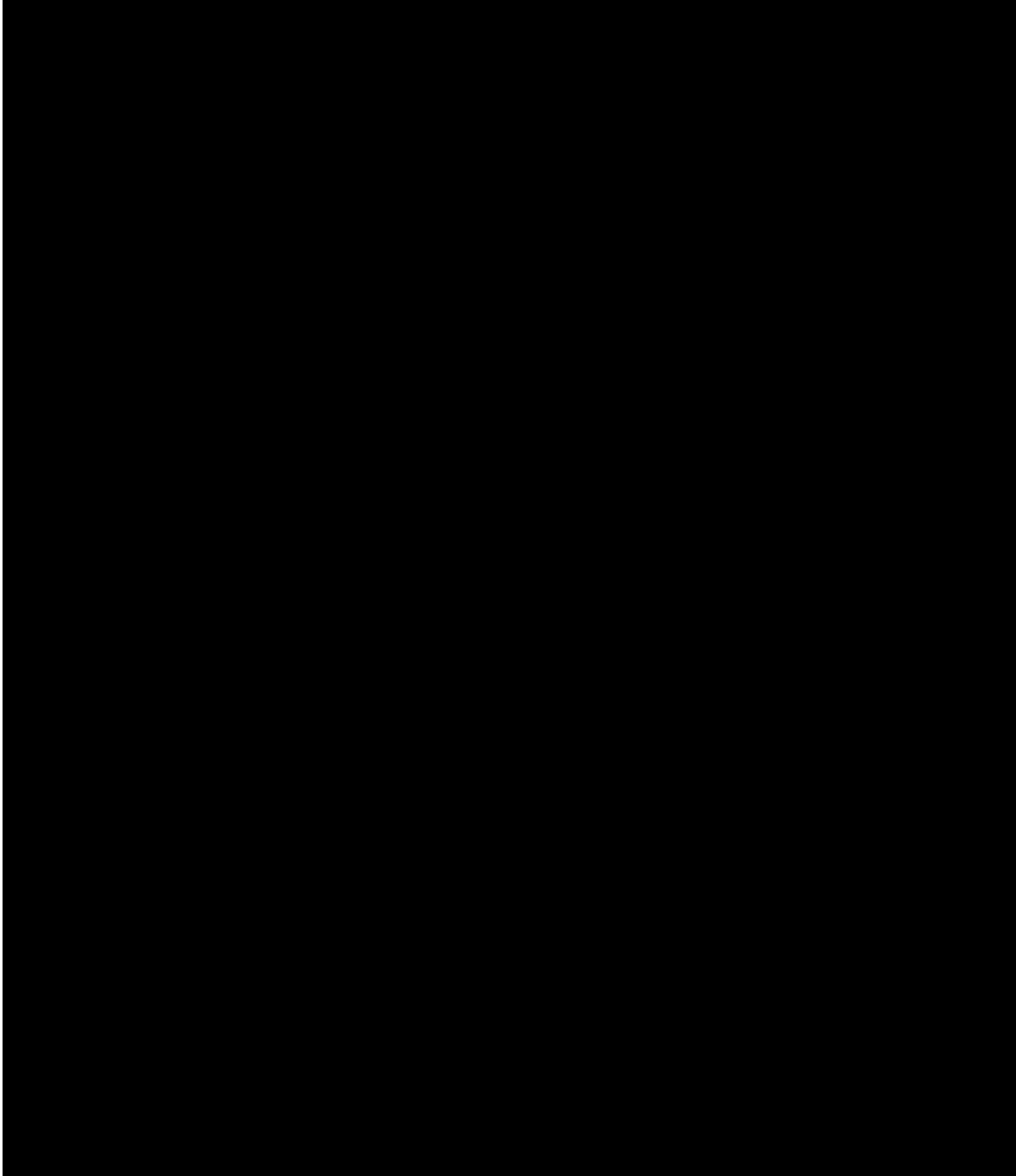




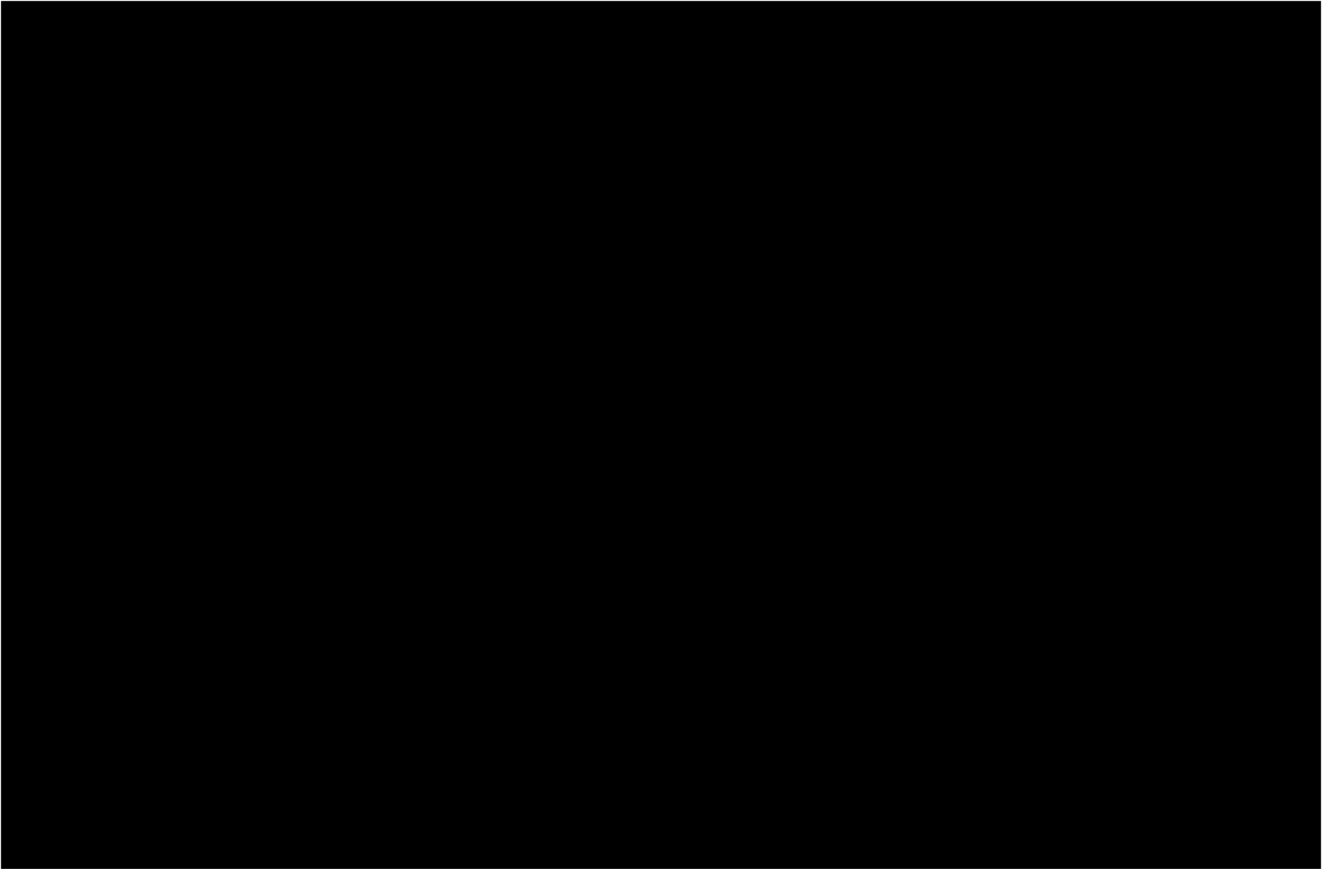
**3.4.3 FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION**



**3.5 Nidhal Zeer – Criminal Background Check Records**



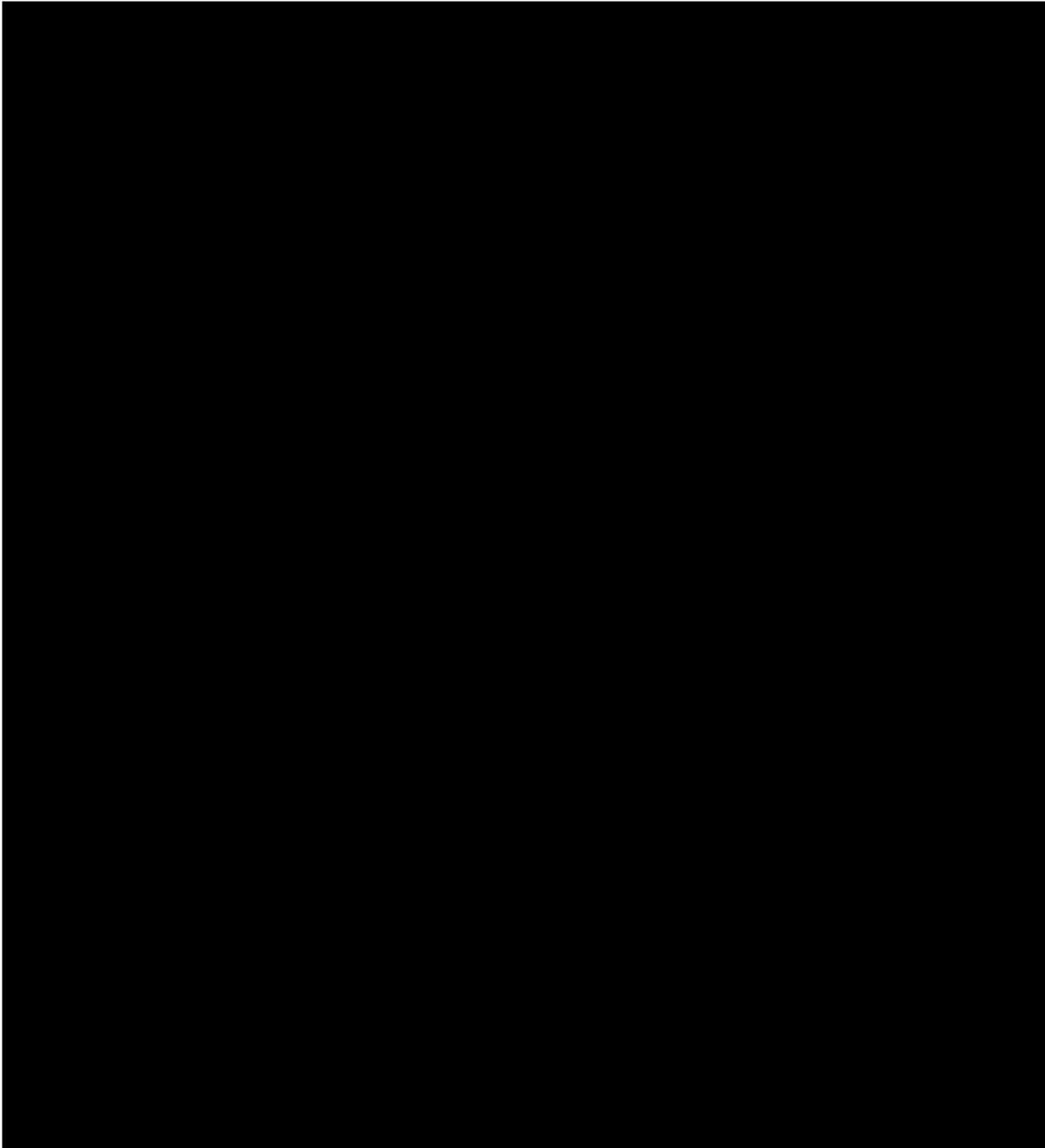


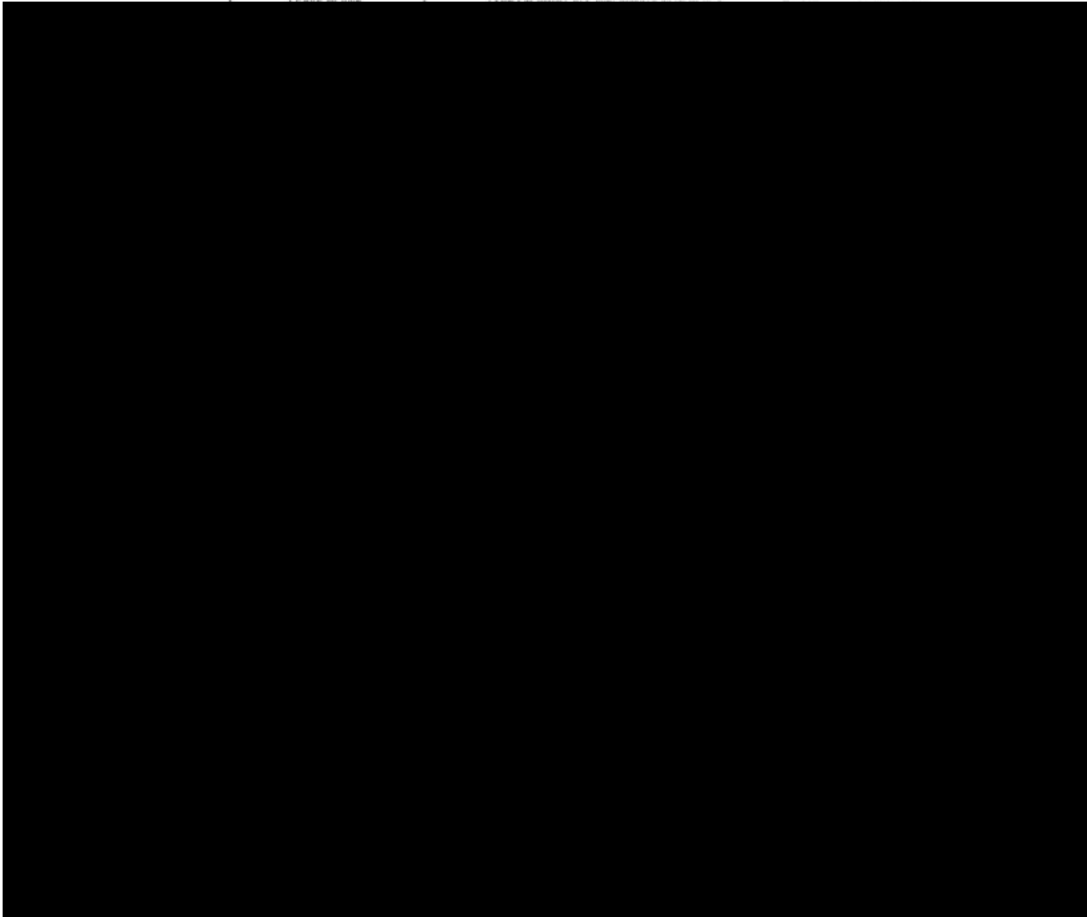


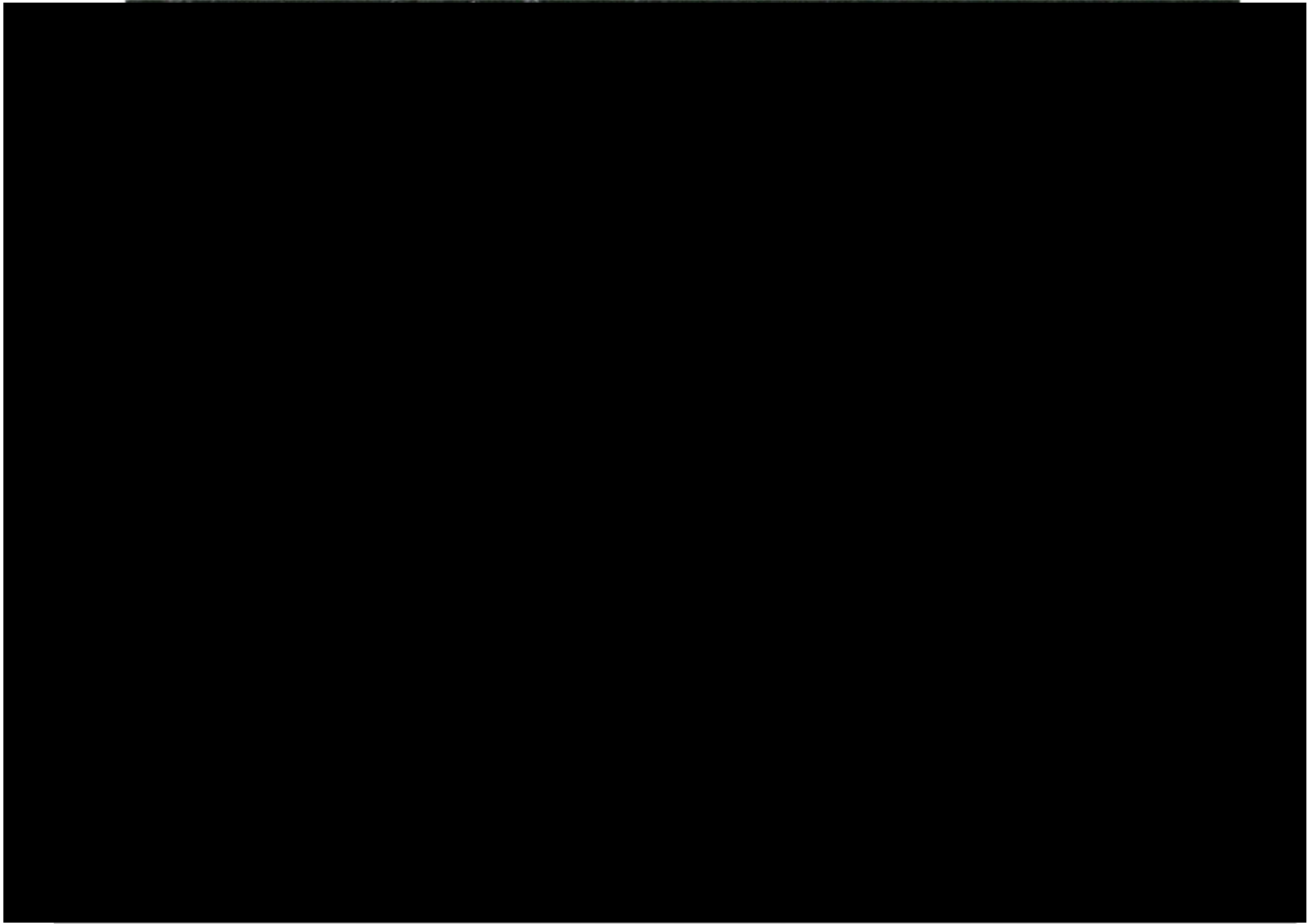




**3.5.2 FORM D: NATIONAL BACKGROUND CHECK (FBI)**

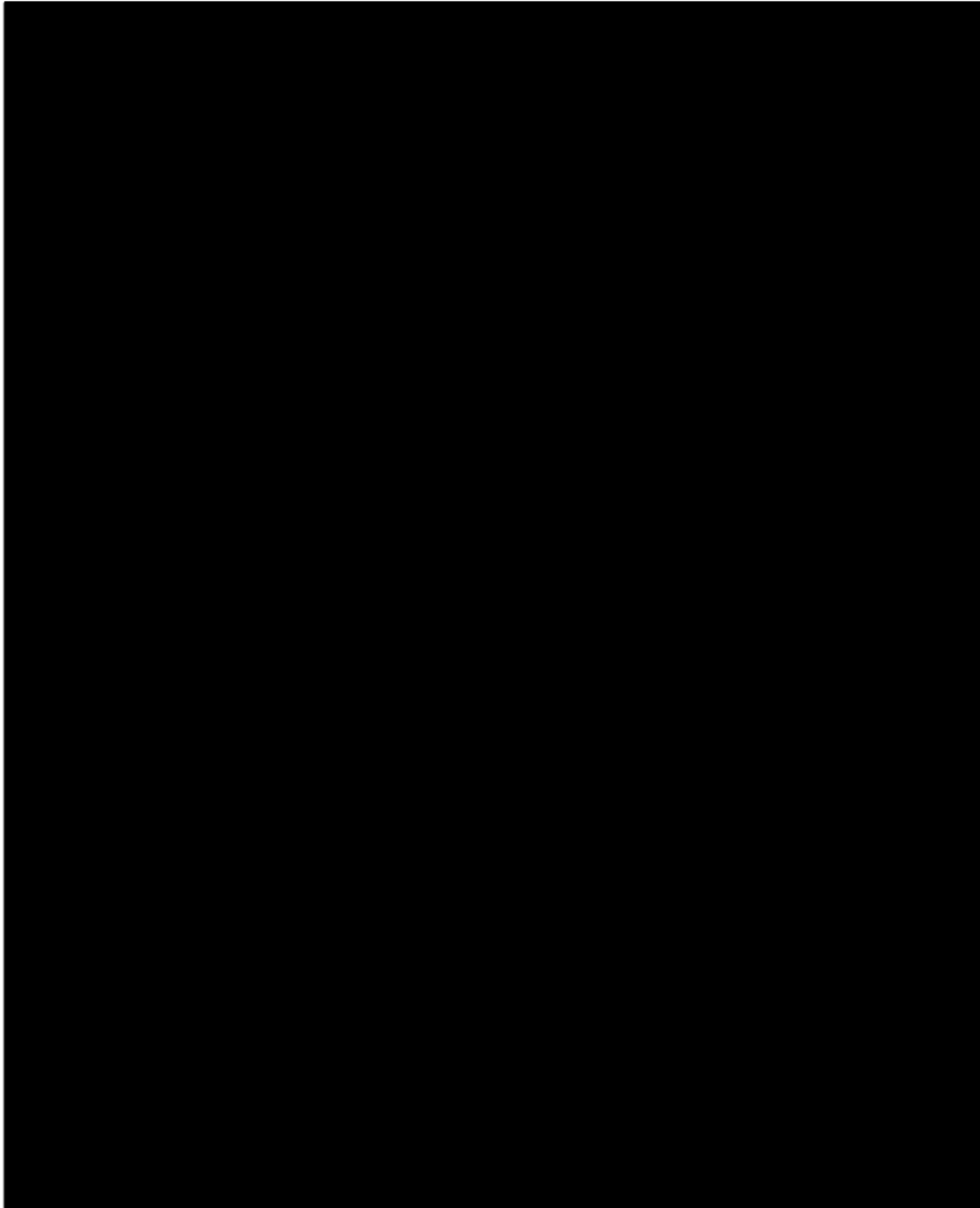








**3.5.3 FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION**



# Exhibit 4 – Demonstration of Sufficient Capital

## Verification

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

Nidhal Zeer

Owner | Chief Investment Officer

\_\_\_\_\_  
Printed Name of Verifying Individual

\_\_\_\_\_  
Title of Verifying Individual

Nidhal Zeer  
Signature of Verifying Individual

03/01/2023  
\_\_\_\_\_  
Verification Date

### 4.1 Demonstration of Sufficient Capital

Below is a demonstration of sufficient capital available to the Applicant, as well as the source thereof, and verification of the same by a responsible person designated by the Applicant, the Applicant’s contact person, and an independent Certified Public Accountant. Herein, the Applicant provides evidence of its liquid and available capital that will be used to fund the buildout and operations of its dispensaries. In short, the Applicant’s projected annual budgets for the first three years totals \$ [REDACTED] (as summarized in the bottom right table). For

instance, to build out and operate one dispensary, the Applicant estimates it will cost about \$ [REDACTED] (summarized in the table on the bottom right). However, the Applicant’s capital far exceeds the total

<b>PROJECT COST SUMMARY</b>	
Cash	[REDACTED]
Less: Application Fee	[REDACTED]
Less: Dispensary - Foley	[REDACTED]
Less: Dispensary - Gasden	[REDACTED]
Less: Dispensary - Cullman	[REDACTED]
Less: Minimum Cash Balance	[REDACTED]
<b>BANK ACCOUNT BALANCE POST GO-LIVE</b>	
<b>DISPENSARY - BUILD OUT</b>	
Demo	[REDACTED]
Framing	[REDACTED]
Plumbing	[REDACTED]
Electric	[REDACTED]
Low Voltage	[REDACTED]
HVAC	[REDACTED]
Drywall	[REDACTED]
Doors	[REDACTED]
Milwork	[REDACTED]
Counter Top	[REDACTED]
Tile	[REDACTED]
Paint	[REDACTED]
Security	[REDACTED]
General Contractor	[REDACTED]
<b>TOTAL - DISPENSARY - BUILD OUT</b>	

of the projected annual budgets during the first three full years after receiving a license.

More specifically, the Applicant has a **\$10,000,000** line of credit with [REDACTED] a company owned and operated by one of the Applicant’s owners. As proof of the \$10,000,000 available to the Applicant, below is the executed **Line of Credit Promissory Note** between the Applicant and [REDACTED]. As further support, the Applicant also provides a recent bank statement as proof of the funds available for the Applicant. Lastly, an independent Certified Public Accountant has reviewed the Applicant’s demonstration of sufficient capital and provides a letter of verification shown below.



**4.2 Annual Budget Summary**

To support the Applicant’s demonstration of sufficient capital, below is a summary of the Applicants annual budget for the first five years that shows serves as further proof that the Applicant is well-capitalized and able to sufficiently fund all three of its dispensing sites.

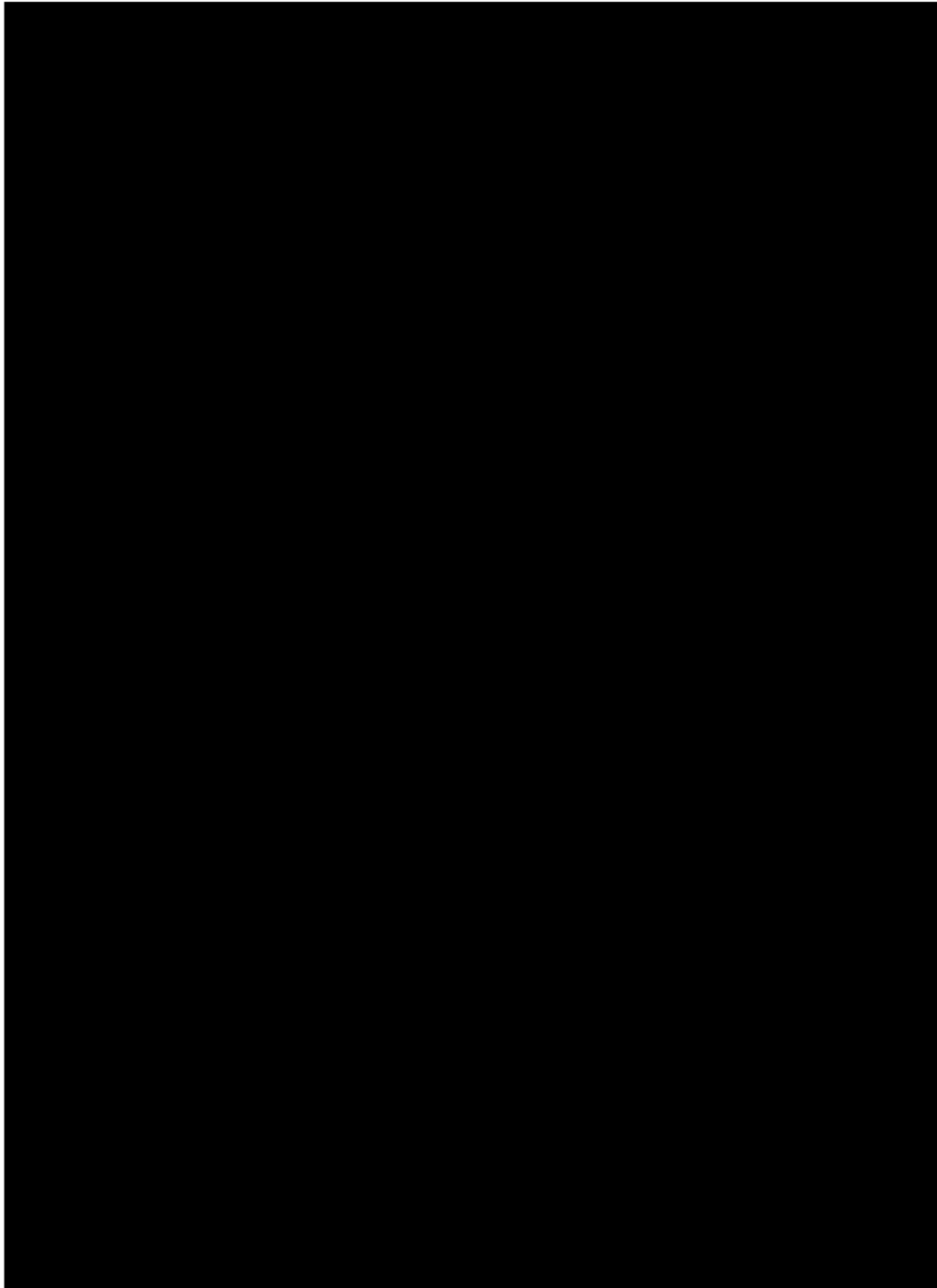
ANNUAL SUMMARY						
PROFIT AND LOSS STATEMENT (INCOME STATEMENT)						
		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
<b>TOTAL GROSS REVENUE</b>						
Dispensary - Foley	\$s					
Dispensary - Gasden	\$s					
Dispensary - Cullman	\$s					
<b>Total Gross Revenue</b>	<b>\$s</b>					
<b>COST OF GOODS SOLD</b>						
<b>Cost of Goods Sold</b>	<b>\$s</b>					
<b>Gross Profit</b>	<b>\$s</b>					
<b>OPERATING EXPENSES</b>						
Dispensary - Foley	\$s					
Dispensary - Gasden	\$s					
Dispensary - Cullman	\$s					
<b>Operating Expenses</b>	<b>\$s</b>					
<b>EBITDA(Earnings Before Interest Tax Depreciation Amortization)</b>						
Gross Profit	\$s					
Operating Expenses	\$s					
<b>EBITDA</b>	<b>\$s</b>					
<b>DEPRECIATION</b>						
Depreciation of New Capital Expenditures	\$s					
Depreciation of Existing Capital Expenditures	\$s					
<b>Depreciation</b>	<b>\$s</b>					
<b>EBT</b>	<b>\$s</b>					
<b>PROVISION FOR TAXES</b>						
Federal Tax Rate	\$s					
Alabama Medical Cannabis Sales Tax	\$s					
Local Taxes (State, County, City)	\$s					
Privilege Tax	\$s					
<b>Provision for Taxes</b>	<b>\$s</b>					
<b>Net Income</b>	<b>\$s</b>					
<b>CASH FLOW STATEMENT</b>						
<b>CASH FLOW FROM OPERATING ACTIVITIES</b>						
Net Income	\$s					
Federal Cash Tax Adjustment	\$s					
Federal Tax Payment	\$s					
Depreciation	\$s					
Interest Expense	\$s					
Change in Net Working Capital	\$s					
<b>Cash Flow from Operating Activities</b>	<b>\$s</b>					
<b>CASH AVAILABLE FOR OPTIONAL DRAWDOWN</b>						
Beginning Cash Balance	\$s					
Cash Flow from Operating Activities	\$s					
Total Capex / Working Capital / Non P&L	\$s					
<b>Cash Available for Optional Drawdown</b>	<b>\$s</b>					

**4.3 Line of Credit Promissory Note**

LINE OF CREDIT PROMISSORY NOTE

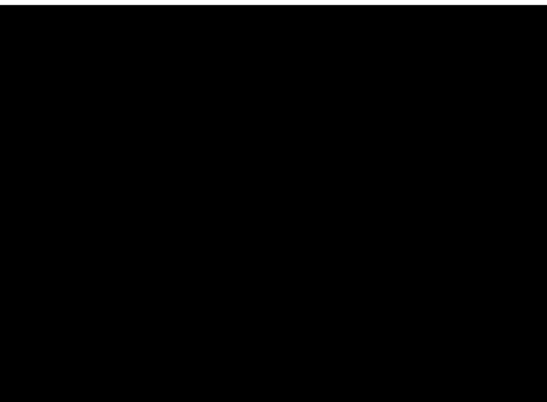
Amount: \$ 10,000,000

Date: November 9, 2022



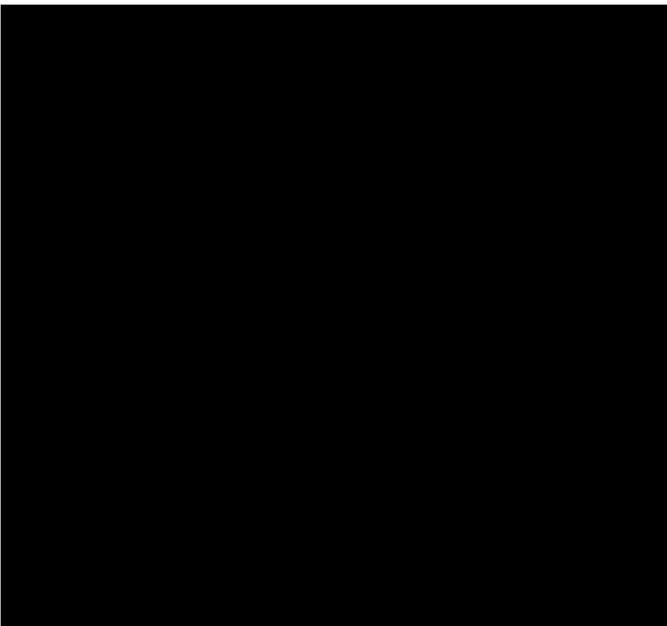
**4.4 Proof of Funds**

Below is the Applicant’s proof of funds in the form of the (partial) bank statement from the checking account of the funding source [REDACTED] showing liquid, available, and unencumbered funds of \$ [REDACTED], which is greater than the \$10,000,000 promissory note shown right.



**4.5 Independent Certified Public Accountant Letter**

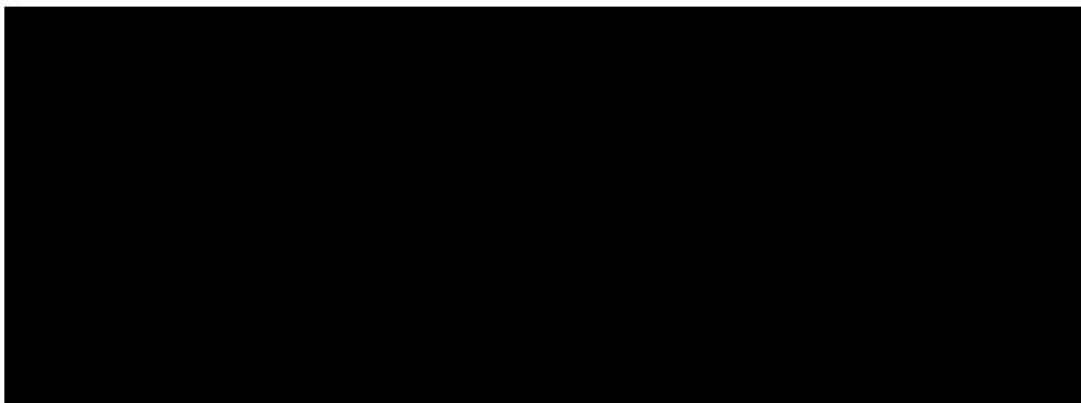
A signed letter from an independent Certified Public Accounting (identified as “Independent Certified Public Accountant Letter Attachment to Exhibit 4, Section 4.5”) demonstrates that the Applicant possesses sufficient capital that far exceeds the total of the Applicant’s annual budgets or projected annual budgets during the first three full years after a license is issued to the Applicant. The demonstration of sufficient capital available to the Applicant, as well as the source thereof, and verification of the same has been verified by a responsible person designated by the Applicant, the Applicant’s contact person, and an independent Certified Public Accountant shown right:



**Conclusion**

As demonstrated above, the Applicant has beyond sufficient capital, as defined by the Commission, to fund the buildout and operations of its dispensaries. The **\$10,000,000** in committed and liquid capital is more than double the predicted sufficient capital requirements, allowing the Applicant to bring world-class medical cannabis dispensaries to Alabama.

**Independent Certified Public Accountant Letter – Attachment to Exhibit 4, Section 4.5**



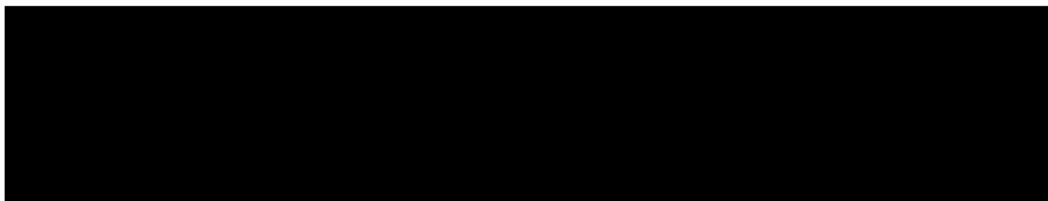
December 22, 2022

To whom it may concern,

Please allow this letter to serve as verification that Statewide Property Holdings AL, LLC ("Applicant"), as of 12.22.22, has demonstrated sufficient capital available to execute its plans in Alabama. I have reviewed the Applicant's financial documents, including the source of funds, and verify that the Applicant has the financial ability to begin and maintain operations of its Dispensary in Alabama.

The Applicant's projected annual budgets for the first three years, including capital and operational expenditures, totals \$ [REDACTED]. The Applicant's capital far exceeds the total of the projected annual budgets during the first three full years after receiving a license. More specifically, the Applicant has a \$10,000,000 Line of Credit Promissory Note with [REDACTED].

Sincerely,



# Exhibit 5 – 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.

Nidhal Zeer

\_\_\_\_\_  
**Printed Name of Verifying Individual**

  
\_\_\_\_\_  
**Signature of Verifying Individual**

Owner | Chief Investment Officer

\_\_\_\_\_  
**Title of Verifying Individual**

03/01/2023

\_\_\_\_\_  
**Verification Date**

## **Introduction**

The following financial statements were developed in collaboration with the Applicant's CFO (a CPA that specializes in the cannabis industry) and industry experts based on data collected from the Applicant's team's multi-state cannabis operations. The information found in these three financial statements demonstrate the Applicant's financial health and earnings potential. The data found on these financial statements are also used to calculate financial ratios used to provide further insight on the Applicant's financial performance and identify potential issues before they occur (described in Section 5.5). The three statements are interconnected and together the statements provide a comprehensive description of the Applicant's future dispensary operations and finances. What follows is a meticulous account of the Applicant's balance sheet, profit and loss report, and state of cash flow, as well as detailed step-by-step calculations that walk you through how each figure is arrived at.

### **5.1 Balance Sheet**

The Applicant's balance sheet demonstrates the Applicant's assets, liabilities, and shareholder equity over the first three calendar years (the year of commencement plus three more) following the commencement of operations. In other words, the Applicant's balance sheet provides a snapshot of what the Applicant owns and owes, as well as the amount invested by shareholders. As will be demonstrated throughout, the Applicant's balance sheet is directly related to the profit and loss report and statement of cash flow. Below is a snapshot of the Applicant's value of assets, liabilities, and equity at commencement and for each of the first three calendar years, as of December 31 of each year.

**BALANCE SHEET**

*As of 12/31/2023 As of 12/31/2024 As of 12/31/2025 As of 12/31/2026*

**ASSETS**

**CURRENT ASSETS:**

Cash and cash equivalents  
Restricted cash  
Prepaid expenses and other current assets  
  
Total current assets

**LONG-TERM ASSETS:**

Property, plant and equipment — net  
Intangibles (Licenses)  
Other long-term assets  
  
Total long-term assets

**TOTAL**

**LIABILITIES AND MEMBER’S EQUITY**

**CURRENT LIABILITIES:**

Accounts payable  
Accounts payable — related parties  
Other liabilities and accrued expenses  
  
Total current liabilities

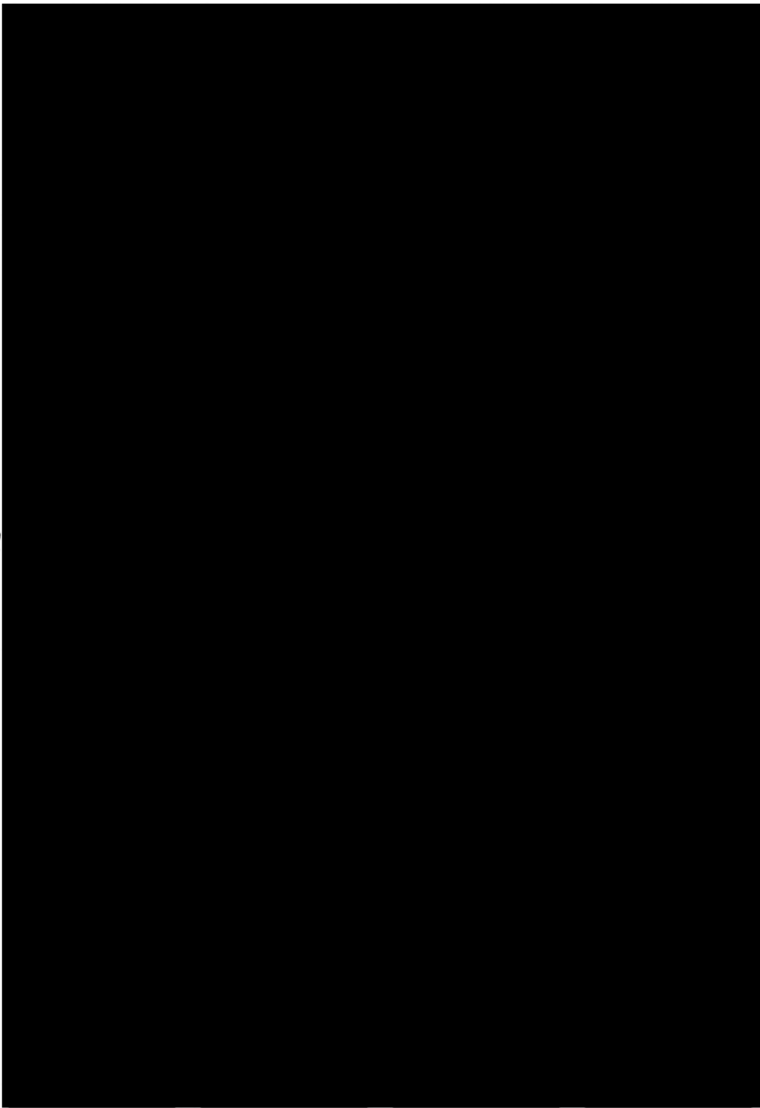
**LONG-TERM DEBT — NET**

Total long-term liabilities

**COMMITMENTS AND CONTINGENCIES**

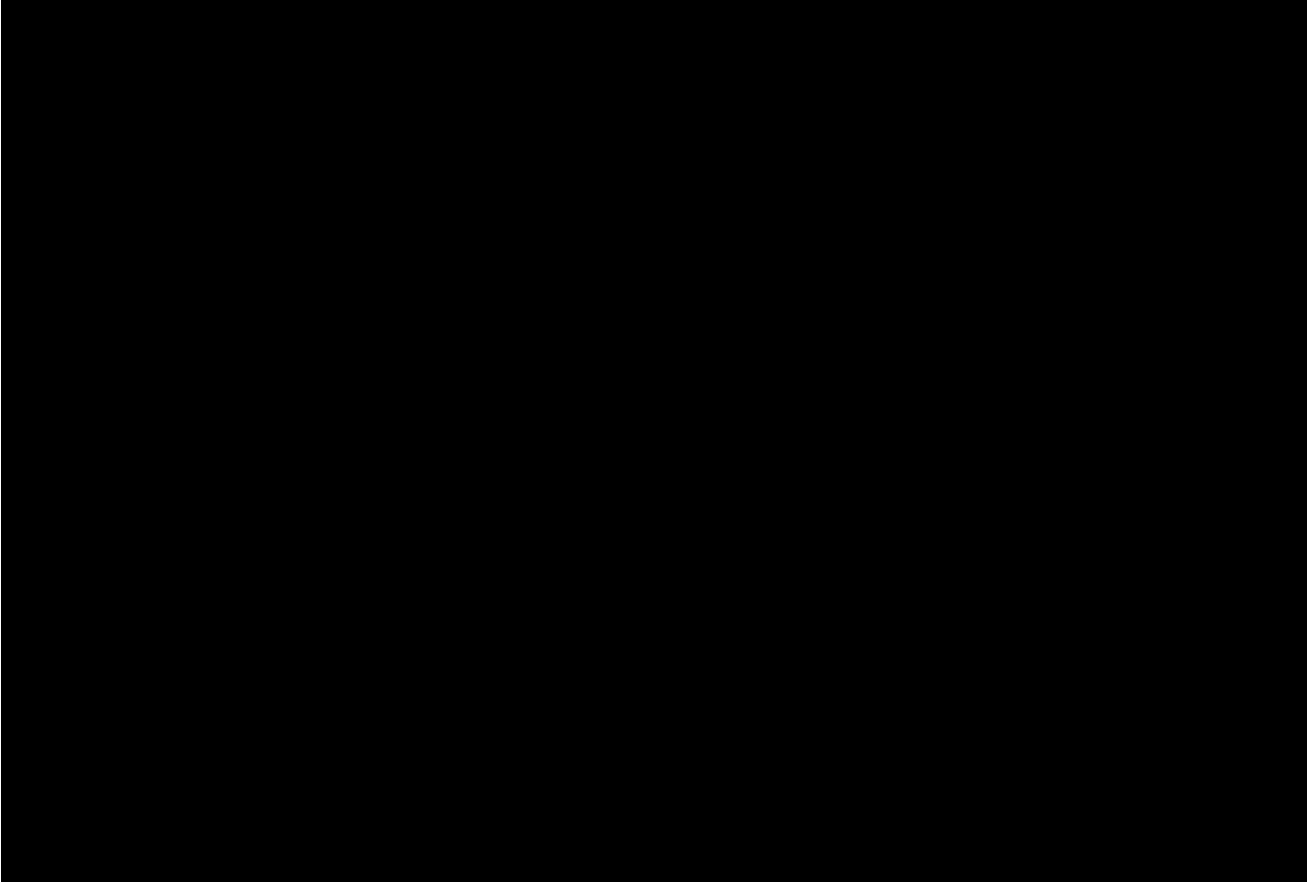
**MEMBER’S EQUITY**

**TOTAL**



In summary, the Applicant’s cash and cash equivalents at commencement will equal \$10,000,000, in the form of a revolving line of credit with one of the Applicant’s owners (who is a renowned female cannabis business executive and investment mogul - bank statement and line of credit document shown below). This figure is balanced by the Applicant’s \$ [REDACTED] in accounts payable (incurred from operating expenses) and \$ [REDACTED] in other

liabilities and accrued expenses. The cash equivalents will decrease the following year (i.e. 2024) to account for the \$ [REDACTED] in capital expenditures incurred to fund the site acquisition and build out for all three dispensing site. These capital expenditures are shown as assets in the balance sheet as Property Plant and Equipment (PPE). As displayed in the balance sheet, the PPE increases gradually to account for the site improvements and equipment purchases.

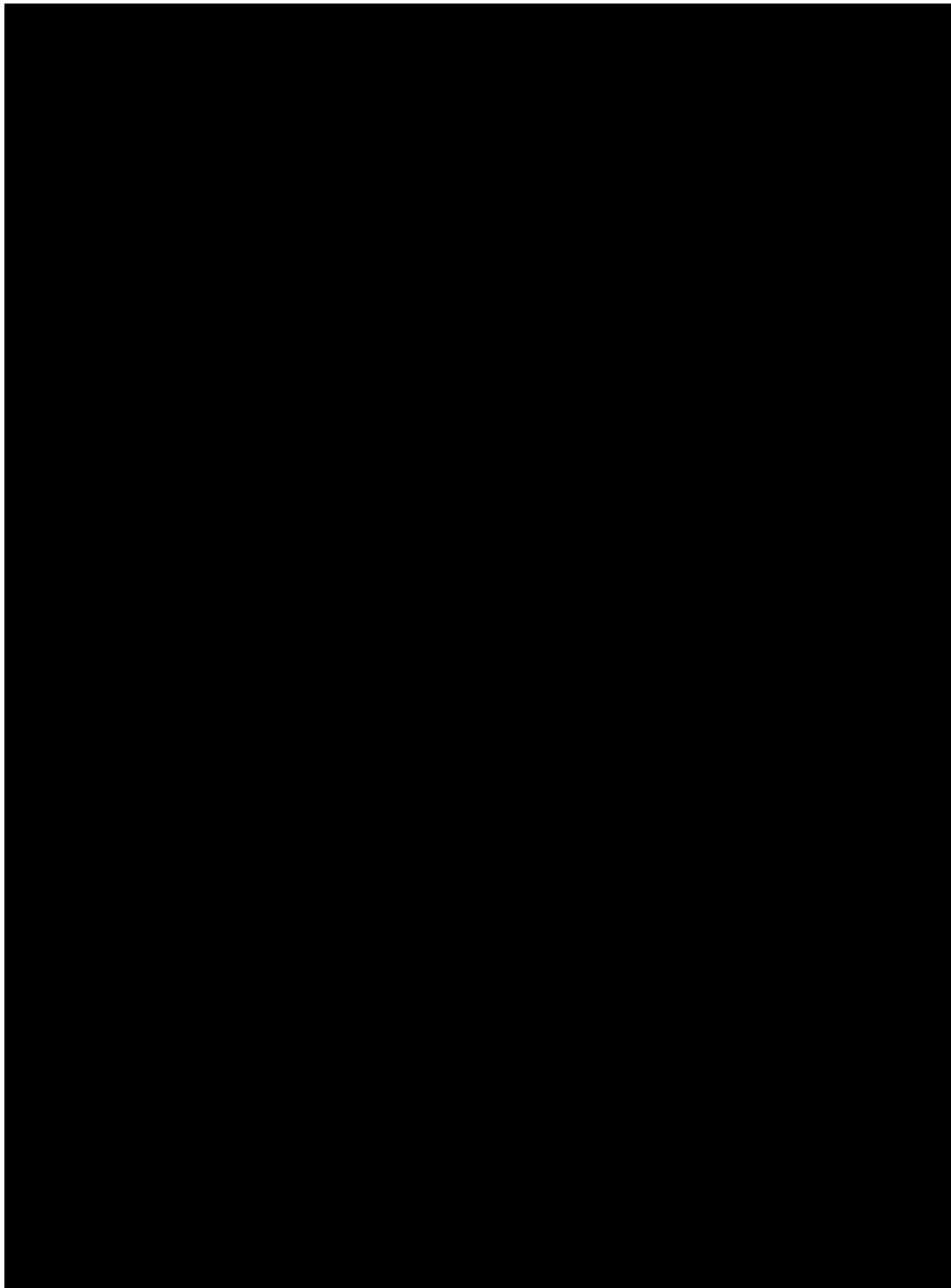




LINE OF CREDIT PROMISSORY NOTE

Amount: \$ 10,000,000

Date: November 9, 2022



The restricted cash shown of \$ [REDACTED] year 1 is due to the Applicant cash inflows from operating activities within the first year. The restricted cash will remain positive and increase over the following years. This is also reflected in the Applicant's increase in cash equivalents.

The \$ [REDACTED] of accounts payable incurred during the first year represents the cost goods sold and business for all the Applicant's dispensing sites. The accounts payable slightly increases to \$ [REDACTED] by the second year. Similarly, the accounts payable to related parties at \$ [REDACTED] is a result of the Applicant's operating expenses and the \$ [REDACTED] in other liabilities is largely due to the taxes due by the Applicant during 2023. As part of the Applicant's assets, the Applicant assigned a \$ [REDACTED] 0 intrinsic value to the dispensary license, which is represented as an intangible long-term asset. This conservative valuation is based on the Applicant's experience operating in across the U.S. and extensive dealings in cannabis mergers and acquisitions. The intrinsic value of the license is balanced by the members equity and increases over the years to align with the increased revenue, value, and cash flow of the Applicant's operations.

Since the Applicant's capital expenditures for property, plant, and equipment is an integral part of the Applicant's financial statements, the Applicant provides a detailed description of its capital expenditures to acquire PPE assets. The Applicant intends to build out three dispensary facilities and the first chart below displays the investments required for each facility. For an example of what a specific dispensary facility costs, the site-specific costs for the Oxford facility are depicted on the second chart below. While the above summary covers the increases and decreases in the Applicant's assets and liabilities, the following detailed descriptions of the profit and loss report and the statement of cashflow will paint a full picture of the Applicant's finance. All three statements are intertwined, and the next two financial statements will provide further insights into the Applicants balance sheet.

**PROJECT COST SUMMARY**

Cash	\$10,000,000
<i>Less:</i> Application Fee	
<i>Less:</i> Dispensary - Foley	
<i>Less:</i> Dispensary - Gasden	
<i>Less:</i> Dispensary - Cullman	
<i>Less:</i> Minimum Cash Balance	
<b>BANK ACCOUNT BALANCE POST GO-LIVE</b>	

**DISPENSARY - BUILD OUT**

Demo	
Framing	
Plumbing	
Electric	
Low Voltage	
HVAC	
Drywall	
Doors	
Milwork	
Counter Top	
Tile	
Paint	
Security	
General Contractor	
<b>TOTAL - DISPENSARY - BUILD OUT</b>	

**5.2 Profit and Loss Report**

Below is a summary of the Applicant’s estimated income, expenses, and net profit from inception to date of commencement and as projected over each calendar year thereafter, including the year of commencement.

**Revenue Assumptions**

To determine the number of medical cannabis users in the state, a straight-line approach was utilized that is agnostic to location and is more specific to what typical dispensaries in other markets are able to generate in revenue. The locations of the Applicant’s dispensaries are in

well populated areas that will drive business. The following section describes the conservative assumptions the Applicant used to project its dispensaries revenue.

**Adoption rate** - As new states enact medical programs, the typical capture rate of eligible medical cannabis users ██████████%. While the adoption usually increases over time, the Applicant decided to keep the adoption rate at █% as a conservative assumption.

**Alabama Dispensary Outlook** The Applicant believes the program will be a success; and therefore, wants to show an accurate depiction of what the dispensary outlook could look like. That said, the Applicant assume the state will continue to award more licenses.

**Average Spend per Patient** The Applicant modeled that each patient would spend on average \$████ per month for a total of \$████ annually on cannabis products (based on data collected in multiple medical cannabis states). Based on these factors, the Applicant expects the revenue per dispensary to be calculated as shown above.

Alabama Population	2023	2024	2025	2026	2027
Population	[REDACTED]				
Adoption Rate					
Cannabis Users					
Dispensary Breakout					
Vertical Licenses					
Remaining Dispensaries					
Total Allocation					
Revenue Per Store					
Cannabis Patients					
Capture Rate					
Annual Spend per Patient					
Revenue Per Store					
Dispensary Revenue					
Dispensary - Foley					
Dispensary - Gasden					
Dispensary - Cullman					
Dispensary Revenue					

**Expenses**

Section 5.3.2 meticulously details the Applicant’s estimated expenses for its dispensaries. The Applicant is an experienced operator with dozens of cannabis retail stores that are currently in operations today. As a result, the operations assumptions are sound, and the Applicant has no concerns of attaining these results. The cost of goods sold is on average █ % of product revenue and will be shown in the annual summary later in this section. The table at the upper right are the typical operations expense for a dispensary (keeping in mind that rent is site specific).

Dispensary Expenses	2023	2024	2025	2026	2027
Rent					
Salaries & Wages					
Insurance					
Legal/Professional					
Security					
Bank/Cash Transport					
Advertising/Marketing					
Utilities					
Other (Repairs/Supplies/etc)					
<b>Dispensary Expenses</b>					

**Taxes**

To get to net profit, no discussion is complete without accounting for taxes paid. The Applicant will comply with all tax requirements of § 20-2A-80, including the 9% medical cannabis sales tax and annual privilege tax. Additionally, the Applicant’s taxes include federal income tax, in compliance with IRS tax code 280E, as well as local sales taxes from the State, county, and city. As such, during the first four years, the Applicant expects to pay \$ █ in taxes during the first four years.

TAX PAID BY FACILITY					
	Tax Rate	Yr. 1	Yr. 2	Yr. 3	Yr. 4
Federal Tax Rate					
Alabama Medical Cannabis Sales Tax					
Local Taxes (State, County, City)					
Privilege Tax					
<b>ANNUAL TAXES PAID</b>					

**Net profit**

All the information described above is summarized in the profit and loss report below. More specifically, the chart below summarizes any income, expenses, and net profit from the Applicant’s inception to date of commencement and as projected over each calendar year thereafter, including the year of commencement. The Applicant expects to generate a profit by the end of year 2.

ANNUAL SUMMARY					
PROFIT AND LOSS STATEMENT (INCOME STATEMENT)					
		Yr 1	Yr 2	Yr 3	Yr 4
<b>TOTAL GROSS REVENUE</b>					
Dispensary - Foley	\$s				
Dispensary - Gasden	\$s				
Dispensary - Cullman	\$s				
<b>Total Gross Revenue</b>	<b>\$s</b>				
<b>COST OF GOODS SOLD</b>					
<b>Cost of Goods Sold</b>	<b>\$s</b>				
<b>Gross Profit</b>	<b>\$s</b>				
<b>OPERATING EXPENSES</b>					
Dispensary - Foley	\$s				
Dispensary - Gasden	\$s				
Dispensary - Cullman	\$s				
<b>Operating Expenses</b>	<b>\$s</b>				
<b>EBITDA(Earnings Before Interest Tax Depreciation Amortization)</b>					
Gross Profit	\$s				
Operating Expenses	\$s				
<b>EBITDA</b>	<b>\$s</b>				
<b>DEPRECIATION</b>					
Depreciation of New Capital Expenditures	\$s				
Depreciation of Existing Capital Expenditures	\$s				
<b>Depreciation</b>	<b>\$s</b>				
<b>EBT</b>	<b>\$s</b>				
<b>PROVISION FOR TAXES</b>					
Federal Tax Rate	\$s				
Alabama Medical Cannabis Sales Tax	\$s				
Local Taxes (State, County, City)	\$s				
Privilege Tax	\$s				
<b>Provision for Taxes</b>	<b>\$s</b>				
<b>Net Income</b>	<b>\$s</b>				

Finally, now with the net income calculations described, the Applicant will describe how to calculate the cash flow by adjusting the net income, as described in the statement of cash flow section below.

5.3 Statement of Cash Flow

The Applicant's statement of cash flow summarizes the movement of cash and cash equivalents that will flow in and out of the company. The cash flow statement complements the balance sheet and profit and loss reports described above, and as will be shown, it demonstrates the Applicant's superior ability to manages its cash position. The Applicant's statement of cash flow is mainly comprised of cash flow from its dispensing activities. In short, it demonstrates how much cash is generated from the Applicant's dispensary. To calculate its cash flow, the Applicant used the indirect method approach where cash flow is calculated by adjusting net income by adding or subtracting differences resulting from non-cash transactions. Since non-cash items appear as changes to assets and liabilities on the balance sheet from one period to the next, the Applicant added back or removed any increases and decreases to asset and liability accounts to the net income figure to arrive at the accurate cash flow, as demonstrated in the chart below.

CASH FLOW STATEMENT table with columns for Yr 1, Yr 2, Yr 3, Yr 4 and rows for CASH FLOW FROM OPERATING ACTIVITIES and CASH AVAILABLE FOR OPTIONAL DRAWDOWN.

More specifically, the Applicant's calculations for cash flow begin with the [redacted] during the first year of operations (as detailed in the profit and loss report in Section 5.3). The Applicant adds back the federal cash tax adjustment in the amount of [redacted] since it was included as a non-cash expense in the profit and loss statement. Depreciation, another non-cash expense, is added back to the Applicant's [redacted], in the amount of [redacted]. Also, the Applicant subtracts [redacted] to account for changes in net working capital. Thus, the Applicant estimates that cash flow from operating

activities during the first year will be a cash [REDACTED]. However, given the Applicant’s starting cash balance of \$10,000,000, the Applicant’s cash position from operations during the first year is not a concern. In fact, the Applicant will also incur [REDACTED] in capital expenditures during the first year. By adding the cash inflow from operating activities and subtracting the capital expenditures from the Applicants beginning cash balance of \$10,000,000, the Applicant will maintain a cash balance of [REDACTED] at the end of year 1.

By the end of year 2, the Applicant will be operating at a [REDACTED]. Following the same line of calculations above, the Applicant’s cash in flow from operating activities in year 2 will be [REDACTED]9. As such, in year 2, the Applicant will add [REDACTED] from its cash flow from operations to its starting cash balance of [REDACTED] to arrive at a final cash position of [REDACTED] in year 2. By the end of year 3, the Applicant will have reached full equilibrium and will generate a net income of [REDACTED] and by adding back non-cash expenses, the Applicant will have a total cash [REDACTED] during year 3. By adding the [REDACTED] to the beginning cash balance, the Applicant will have a cash position of [REDACTED] by the end of year 3. Similarly, the Applicant’s operations will have a cash [REDACTED] in year 5. Adding this number to the beginning cash balance, the Applicant will have a cash position at the end of year 5 equal to [REDACTED].

**Ratio analysis of financial statements**

For further analysis into the Applicant’s financial statements, what follows is a ratio analysis providing insights into the Applicant’s liquidity, operational efficiency, and profitability.

**Balance Sheet** – To gauge the efficiency of the Applicant’s balance sheet, the Applicant will utilize the asset turnover ratio. The asset turnover ratio measures the efficiency of a company's assets in generating revenue or sales. It compares the dollar amount of sales to its total assets as an annualized percentage. Thus, to calculate the asset turnover ratio, the Applicant divided the net sales [REDACTED] by the average total assets [REDACTED] in the first full year of operations (i.e. year 2). The result is an asset turnover ratio of [REDACTED] indicating the Applicant’s effectiveness of [REDACTED].



**Profit and Loss Report** - Key ratios used for analyzing the income statement include gross margin, operating margin, and net margin. In short, in year 2 (first full year of operations), the Applicant's gross margin is [REDACTED]

**Cash Flow Statement Ratios** - The Applicant uses the cash flow margin ratio to derive insights from its cash flow statements. The Applicant's cash flow margin ratio is calculated as cash flow from operations divided by sales. This metric gives a clear picture of the amount of cash generated per dollar of sales. In the case of the Applicant, in year 2, the Applicant's cash flow margin ratio equals [REDACTED]. In other words, for every dollar in sales, the Applicant keeps [REDACTED] of it in cash, after all costs, expenses, and taxes have been paid. Compared to similar operations, the Applicant's cash flow margin ratio exceeds the average and indicates that the Applicant has built efficiencies in its operations and is able to generate more cash for its shareholder per dollar of sale made.

### **Conclusion**

In summary, the Applicant's financial statements demonstrate the Applicant's solvency, stability, suitability, capability, projected efficiency, and experience in starting, operating, and managing a financially secure cannabis company. The Applicant meticulously detailed its balance sheet, profit and loss report, and cash flow statements. In addition, the Applicant went above the minimum criteria of Exhibit 5 by included a ratio analysis of its three financial statements, providing a comprehensive look at the Applicant's finances.

# Exhibit 6 – 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.

Nidhal Zeer

\_\_\_\_\_  
Printed Name of Verifying Individual

  
\_\_\_\_\_  
Signature of Verifying Individual

Owner | Chief Investment Officer

\_\_\_\_\_  
Title of Verifying Individual

03/01/2023

\_\_\_\_\_  
Verification Date

## **6.1 Introduction**

The Applicant's verified *Tax Plan* demonstrates understanding of, and plans for compliance with, all applicable tax laws, including but not limited to providing all information required for purposes of the taxes levied by Chapter 2A of Title 20, Code of Alabama 1975 (as amended), and payment of the same. To ensure complete tax compliance, the Applicant's Chief Financial Officer (CFO) is a Certified Public Accountant (CPA) specializing in the cannabis industry, including federal, state, and local tax laws. On the fifth business day of each month, the Applicant's CFO/CPA will close the books of the prior month and ensure that all receipts, transactions, deposits, and cash on hand equal the correct amounts.

## **6.2 Sales tax**

**Medical Cannabis Sales Tax** - The Applicant acknowledges that, pursuant to **§ 20-2A-80(a)**, commencing January 1, 2022, there is levied, in addition to all other taxes of every kind now imposed by law, and shall be collected and remitted in accordance with Article 1, commencing with Section 40-23-1, of Chapter 23 of Title 40, a tax on the gross proceeds of the sales of medical cannabis when sold at retail in Alabama at an excise tax rate of nine percent (9%) of the gross proceeds of the sales. The Applicant will compute gross proceeds in accordance with the definition provided in **§ 40-23-1(a)**. However, municipal privilege license taxes will comply with **§ 40-23-3**. **Alabama State Sales Tax** - Also, the Applicant acknowledges that there is levied, in addition to the nine percent (9%) medical cannabis sales tax described above, a tax at an amount equal to four percent (4%) of the gross proceeds of sales of the business, pursuant to **§ 40-23-2(1)**. The Alabama state sales tax imposed shall be in addition to all other licenses and taxes levied by law as a condition precedent to engaging in any business, pursuant to **§ 40-23-28**. **Local Sales Tax** - Additionally, the Applicant will pay the following local taxes (county and city) for each of its licensed facilities: (1) **Gadsden (Dispensing Site)** - county and city sales tax rate of 1% and 5%, respectively; (2) **Foley (Dispensing Site)** - county and city sales tax rate of 3% and 3%, respectively; (3) **Cullman (Dispensing Site)** - county and city sales tax rate of 4.5% and 4.5%, respectively.

**Collection of Sales Tax** - The Applicant will add to the sales price, and collect from the purchaser on all sales upon the gross receipts or gross proceeds, a sales tax at the rate described above and in accordance with **§ 40-23-26(a)**. In accordance with **Rule 583-x-8-.03-8.a.**, the Applicant's certified dispenser (or another dispensary employee acting under the supervision of the certified dispenser) will allocate the appropriate sum for satisfaction of taxes as may be levied against the sale. The Applicant will comply with **§ 40-23-26(b)**. The Applicant acknowledges that all taxes paid in pursuance to § 40-23-2 or any other statute enacted in this connection shall conclusively be presumed to be a direct tax on the retail consumer, pre-collected for the purpose of convenience and facility only, pursuant to **§ 40-23-26(c)**. **Remitting and Reporting Sales Tax** - The Applicant will pay the sales tax in monthly installments on or before the 20th day of the month next succeeding the month in which the tax accrues, unless otherwise provided, in accordance with **§ 40-23-7(a)**. Similarly, the Applicant will report to the Department of Revenue (DOR), on or before the 20th day of each month, on a form prescribed by the DOR, a true and correct statement showing such information as the DOR may require and will pay to the DOR the amount of taxes shown to be due, pursuant to **§ 40-23-7(b)**. The Applicant will make estimated payments to the DOR on or before the 20th day of the month in which the liability occurs in the amounts computed, in accordance with **§ 40-23-7(c)**. If the Applicant has any cash and credit sales, the Applicant will report such sales in compliance with **§ 40-23-8**.

### **6.3 Privilege Tax**

The Applicant acknowledges that commencing January 1, there is levied an annual privilege tax on every person doing business under the Act in Alabama, pursuant to **§ 20-2A-80(b)(1)** and **§ 40-14A-22(a)**. The tax shall accrue as of January 1 of every taxable year, or in the case of a taxpayer licensed under the Act, during the year, or doing business in this state for the first time, as of the date the taxpayer is licensed to do business under the Act. The tax shall be levied upon the Applicant's net worth in Alabama for the taxable year. **Net Worth Calculations** - The Applicant's net worth in Alabama will be calculated under Section 40-14A-23, in the same manner as prescribed for apportioning income during the determination period for purposes of the income tax levied by Chapter 18 of Title 40, or the

manner in which the income would be apportioned if the taxpayer were subject to the income tax, pursuant to **§ 20-2A-80(b)(1)** and **§ 40-14A-24(a)**. The Applicant will determine its net worth in accordance with principles used in preparing the taxpayer's financial statements reported to its owners, in accordance with **§40-14A-2(a)**. Since the Applicant is a limited liability company (LLC), net worth will be an amount equal to the sum, but not less than zero, of the capital accounts of the owners of the limited liability company as of the first day of the taxable year of the entity and as further adjusted as described below, pursuant to **§40-14A-23(b)**. In accordance with **§40-14A-23(e)**, factoring in additions to the Applicant's net worth, all additions will only include positive amounts and if there's a related-party debt, then it will be handled under the conditions described in **§40-14A-23(e)(2)**. The Applicant will add to the net worth, as determined above, compensation and distributions paid or accrued in certain situations, as prescribed for limited liability entities in **§40-14A-23(f)(3)**. From the sum of the items and additions to net worth determined above, the Applicant will subtract the items described in **§40-14A-23(g)(1-5)**, as applicable. Similarly, the Applicant will deduct from the amount of net worth in Alabama the items outlined in **§ 40-14A-24(b)**, as applicable. Specifically, since the Applicant is an LLC, the Applicant will deduct from the amount of net worth in Alabama an amount equal to 30 percent of its taxable income, in accordance with **§ 40-14A-24(b)(9)**. **Privilege Tax Rate Calculations** - The amount of tax payable by the Applicant will be computed in the same manner and at the same rate of tax as prescribed in **§ 40-14A-22**, for purposes of determining the annual privilege tax levied by Chapter 14A of Title 40, in accordance with **§ 20-2A-80(b)(2)**. More specifically, the rate of tax will be based on the Applicant's taxable income at the rates set forth in **§ 40-14A-22(b)**, with the privilege tax levied set-in accordance with **§ 40-14A-22(c)&(d)**. **Reporting and Remittance**- The Applicant will only report the annual medical cannabis privilege tax on forms and in the manner as prescribed by rule by the DOR. The Applicant will not report any tax on any other form than the ones provided by the DOR and understands that by not using their form, it will not relieve the Applicant from liability for any tax, penalty, or interest otherwise due. The tax due, as reported, shall constitute an admitted liability for that amount. The Applicant understands that the DOR may compute and assess additional tax, penalty, and interest against as provided in the Act, pursuant to **§ 20-2A-80(b)(5)**. More specifically, the Applicant will file

an Alabama Business Privilege Tax Return and Annual Report and pay all taxes by the due date of the corresponding federal income tax returns as provided by federal law, which shall include the public record disclosures required by Section 10-2B-16.22, with the DOR for every taxable year and for which it is subject to the tax levied by **§40-14A-22**, in accordance with **§40-14A-25(a & b)**. In other words, the Applicant will pay the Alabama business privilege tax at the same time the return is due and will remit the tax levied by **§40-14A-22** to the department at Montgomery, Alabama, for deposit to the State Treasurer of Alabama, pursuant to **§40-14A-26**. The Applicant understands that the DOR may grant a reasonable extension of time for filing returns under rules adopted by the DOR (no more than six months), in accordance with **§ 20-2A-80(b)(4)**. In the case of the Applicant's initial return, the annual return shall be due no later than two and one-half months after the Applicant is licensed to do business, or commences business, in Alabama, pursuant to **§ 20-2A-80(b)(3)**. The Applicant has already filed with the department an initial report setting out its name, address, and the name and address of its agent for service of process in Alabama and a return including payment of the tax levied by this article for the year of its organization, as evidenced by its Certificate of Compliance received from the DOR, pursuant to **§40-14A-29(a)**.

#### **6.4 Income Taxes**

**Alabama Corporate Income Tax** - The Applicant will also pay the Alabama corporate income tax, which will be computed at a flat rate of six and one-half percent (6.5%) of Alabama taxable income. Since the Applicant's assets will likely exceed \$5 million or more at the end of the taxable year, the Applicant will e-file all Alabama Corporate Income Tax Returns, for that tax year and all subsequent tax years, as required. The Applicant will remit the Alabama corporate income tax to the DOR within one month following the due date of the corresponding federal income tax return. **Federal Corporate Income Tax** - The Applicant will calculate at a Federal Corporate Income Tax Rate of twenty-one percent (21%) multiplied by Gross Revenue of all sales, in compliance with **IRS Tax Code 280E**. The Applicant will file an annual Corporate Income Tax Return (generally Form 1120) and pay corporate income taxes by the 15th day of the fourth month following the close of its tax

year. IRS Section 280E Compliance: The Company shall comply with all IRS regulations, including 26 U.S. Code Section 280E, which prohibits any deductions, but allows reductions in gross revenue of the cost of goods sold. Per Section 280E, gross revenue shall not be reduced by Ordinary & Necessary Expenses under IRC Section 162(a), including selling, distribution, marketing, sales, legal, and accounting; State and Local Taxes under IRC Section 164; Business Losses under IRC Section 165; Depreciation under IRC Section 167; Charitable Contributions; or Capitalization of disallowed deductions under IRC Section 263A.

### **6.5 Recordkeeping for Taxes**

The Applicant will keep and preserve suitable records of the gross sales, gross proceeds of sales, and gross receipts or gross receipts of sales of such business and such other books or accounts as may be necessary to determine the amount of tax for which the Applicant is liable; including all invoices of goods, wares, and merchandise purchased, for resale or otherwise, and all such books, invoices, and other records shall be open for examination by the DOR or any duly authorized agent, pursuant to **§ 40-23-9**.

### **Conclusion**

The Applicant can certify that it or any of its owners has never 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, in accordance with **Rule 538-x-3-.05-3.f.** and **§20-2A-55(a)(6)**. As demonstrated above, the Applicant's *Tax Plan*, overseen by the CFO/CPA, will ensure the Applicant remains compliant and exceeds the requirements for tax compliance in Alabama.

Two images were deleted from the original submission. 1. A Copy of the Certificate of Compliance and 2. An infographic showing the effect of tax code 280E on a dispensary. Neither of these images was required in this documentation.

# Exhibit 7 – Business Formation Documents

## Verification

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

Nidhal Zeer

Owner | Chief Investment Officer

\_\_\_\_\_  
Printed Name of Verifying Individual

\_\_\_\_\_  
Title of Verifying Individual

Nidhal Zeer  
Signature of Verifying Individual

12/27/22  
Verification Date



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<b>7.1</b>	<b><i>Summary</i></b>	<b>1</b>
<b>7.2</b>	<b><i>Certificate of Formation</i></b>	<b>3</b>
<b>7.3</b>	<b><i>Limited Liability Company Agreement</i></b>	<b>6</b>
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**7.1 Summary**

The Applicant has successfully filed for and received all of its formation documents.

Attached are certified copies of the Applicant’s business formation documents, including:

- Certificate of Formation
- Limited Liability Company Agreement
- Employer Identification Number
- Certificate of Good Standing
- Certificate of Compliance
- Sales Tax License

**Certificate of Formation** – Since the Applicant is an Alabama limited liability company, the Applicant has filed a Certificate of Formation to legally create the entity, Statewide Property Holdings AL, LLC. This document serves as the official record of the company with the Alabama Secretary of State.

**Limited Liability Company Agreement** – The Applicant’s Limited Liability Company (LLC) Agreement is a contract between the owners (members) of Statewide Property Holdings AL, LLC that governs how decisions are made, contributions, and the entity’s

ownership. It also outlines the financial and functional decision-making in a structured manner.

**Employer Identification Number** – The Applicant’s Employer Identification Number (EIN), also known as a Federal Tax Identification Number, is [REDACTED]. This number is used by the Internal Revenue Service (IRS) to identify Statewide Property Holdings AL, LLC.

**Certificate of Good Standing** – The Applicant’s Certificate of Good Standing indicates that Statewide Property Holdings AL, LLC has filed all reports and paid the necessary fees with the Alabama Secretary of State’s office. Thus, this document serves as proof that Statewide Property Holdings AL, LLC is prepared to and authorized to conduct business in Alabama.

**Certificate of Compliance** - The Certificate of Compliance will be issued if ALDOR is able to verify that an entity has filed all returns required to be submitted and paid the taxes shown due as payable on those returns.

**Sales Tax License** - Most businesses starting in Alabama will need to register for a sales tax license. This is commonly referred to as a seller's permit, resellers license, sales tax number, or sales tax registration. A business selling a product or offering certain services in Alabama will need to register

7.2 Certificate of Formation

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

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

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

Statewide Property Holdings AL, LLC

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

- 3. The name of the registered agent (only one agent): C T Corporation System

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

2 North Jackson Street, Suite 605 Montgomery, AL 36104

\*COUNTY of above address: MONTGOMERY

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

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

(For SOS Office Use Only)

Alabama
Sec. Of State
001-039-683 DLL
Date 09/13/2022
Time 15:21:00
File \$100.00
County \$100.00
Total \$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

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

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

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

The undersigned specify 9 / 13 / 2022 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 3 :21  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).

9 / 13 / 2022  
Date (MM/DD/YYYY)

Nick Issak  
Signature as required by 10A-5A-2.04  
Organizer  
Typed title (organizer or attorney-in-fact)

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

John H. Merrill  
Secretary of State

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

# STATE OF ALABAMA

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

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

**Statewide Property Holdings AL, 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 13, 2022 and expiring September 13, 2023



RES045810

**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.**

September 13, 2022

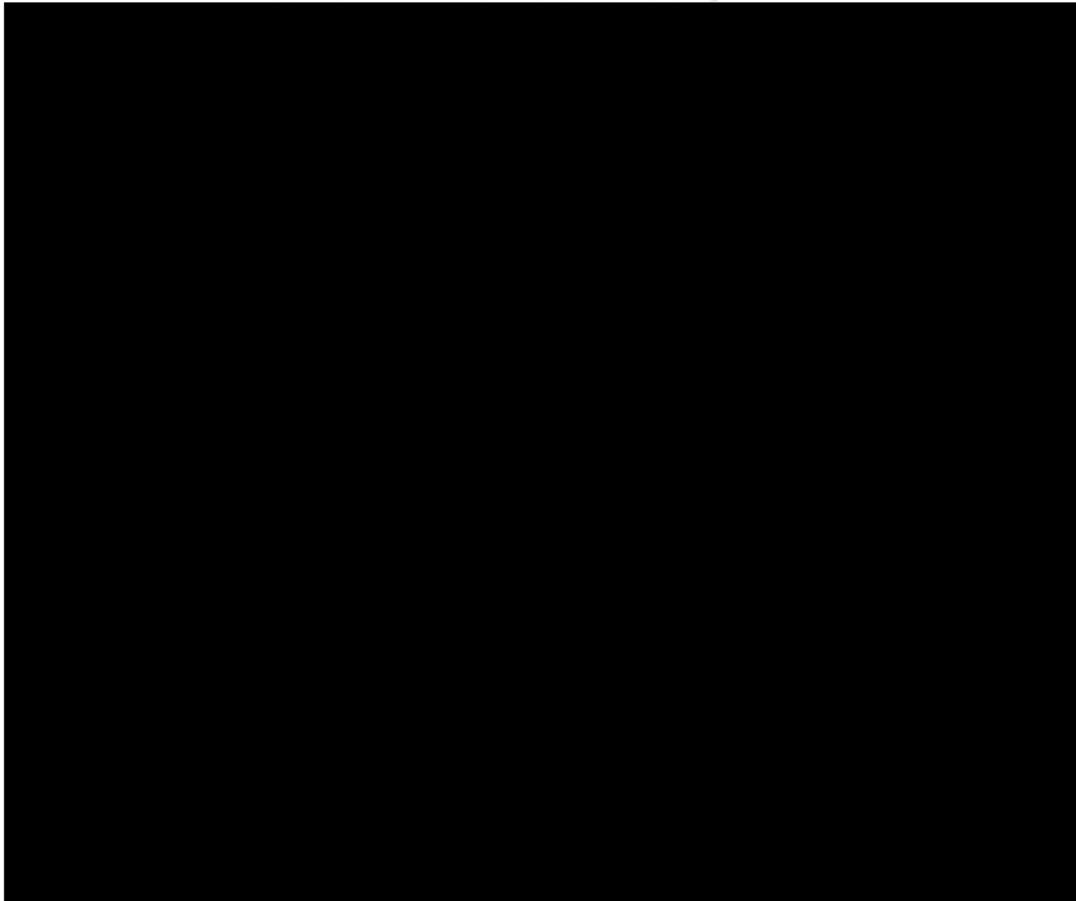
Date

**John H. Merrill**

**Secretary of State**

**7.3 Limited Liability Company Agreement**

LIMITED LIABILITY COMPANY AGREEMENT  
of  
STATEWIDE PROPERTY HOLDINGS AL, LLC














































































































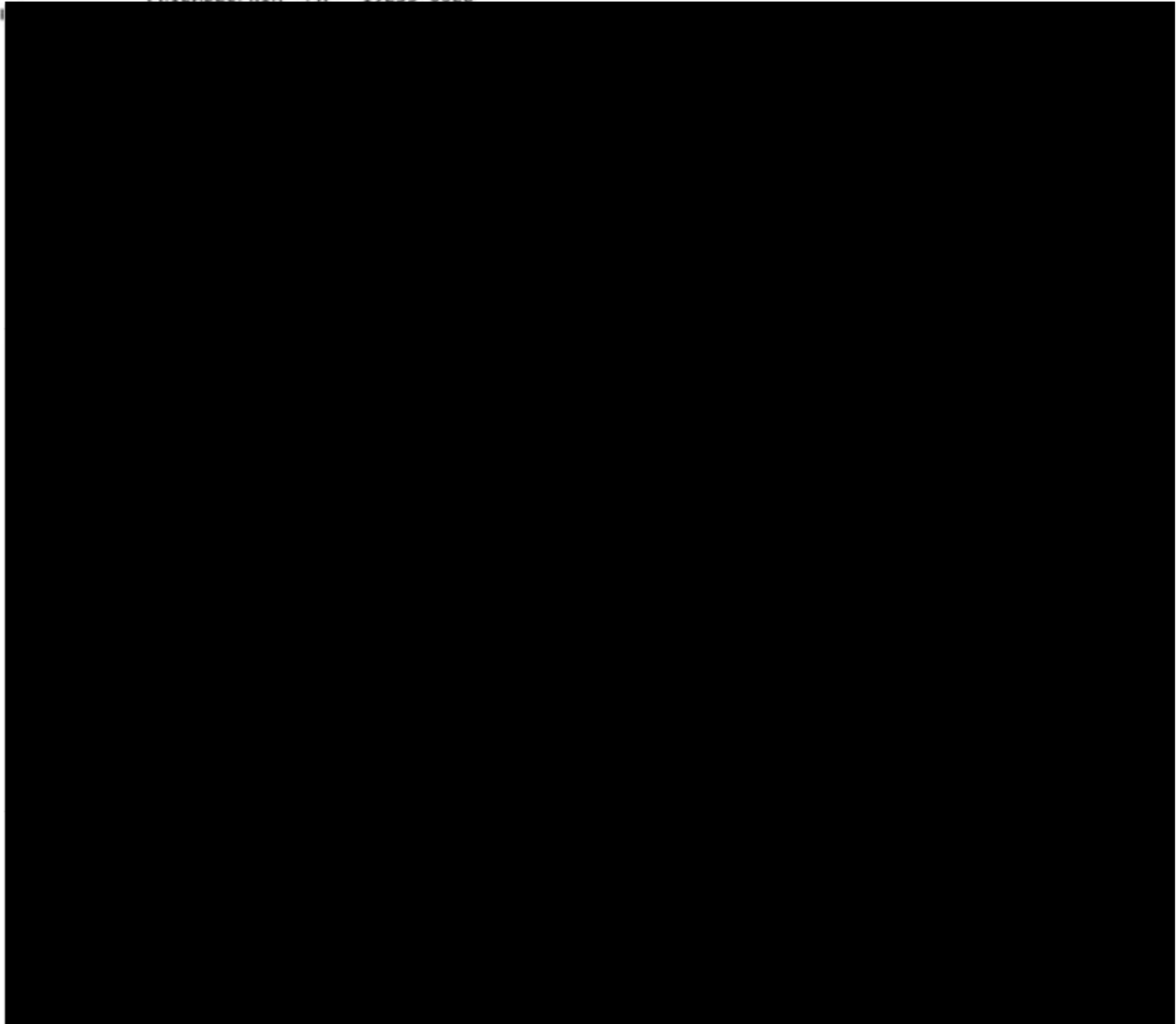




**7.4 Employer Identification Number**

x

 **IRS** DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
PHILADELPHIA PA 19255-0023



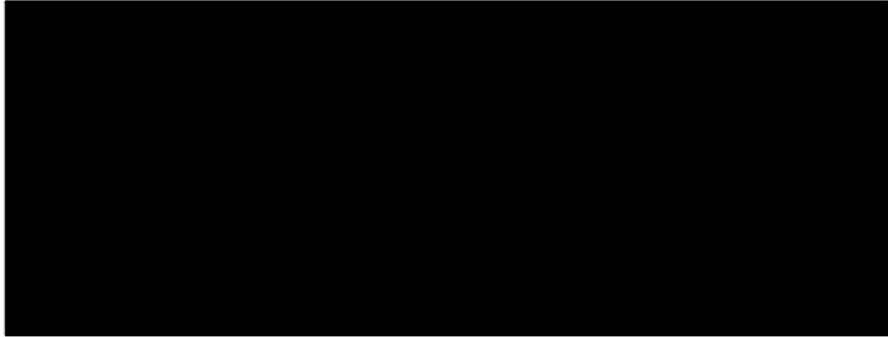




**EIN Assistant**

Your Progress: 1. Identity ✓ 2. Authenticate ✓ 3. Addresses ✓ 4. Details ✓ 5. EIN Confirmation

**Congratulations! The EIN has been successfully assigned.**



**Help Topics**

[? Can the EIN be used before the confirmation letter is received?](#)

**7.5 Certificate of Good Standings**

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**

the entity records on file in this office disclose that Statewide Property Holdings AL, LLC was formed in Alabama, Alabama on September 13, 2022. The Alabama Entity Identification number for this entity is 001-039683. I further certify that the records do not disclose that said entity has been dissolved, cancelled or terminated.



20221208000013716

**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.**

12/08/2022

Date

**John H. Merrill**

**Secretary of State**

**7.6 Certificate of Compliance****State of Alabama  
Department of Revenue****Certificate of Compliance**

**Statewide Property Holdings AL LLC** is found to be in compliance for purposes of the issuance of a Certificate of Compliance from the Alabama Department of Revenue. An examination of the Alabama Department of Revenue's records for the following accounts: Corporate Income, Excise, Pass Through Entity, Business Privilege, Business & License Tax, Withholding, International Fuel Tax Agreement, International Registration Plan, and Sales and Use Tax, reveals that the aforementioned taxpayer/entity has filed all applicable tax returns and paid the tax or taxes, interest amounts, and any penalties that were reported due for all tax returns, assessments, and/or audit liabilities that were owed, as of December 14, 2022. No representation is made as to the accuracy of the amounts reported. Like all taxpayers, this taxpayer is subject to audit and billing for additional amounts for periods within the statute of limitations.

*IN WITNESS WHEREOF, I hereunto set my hand this date of December 14, 2022.*

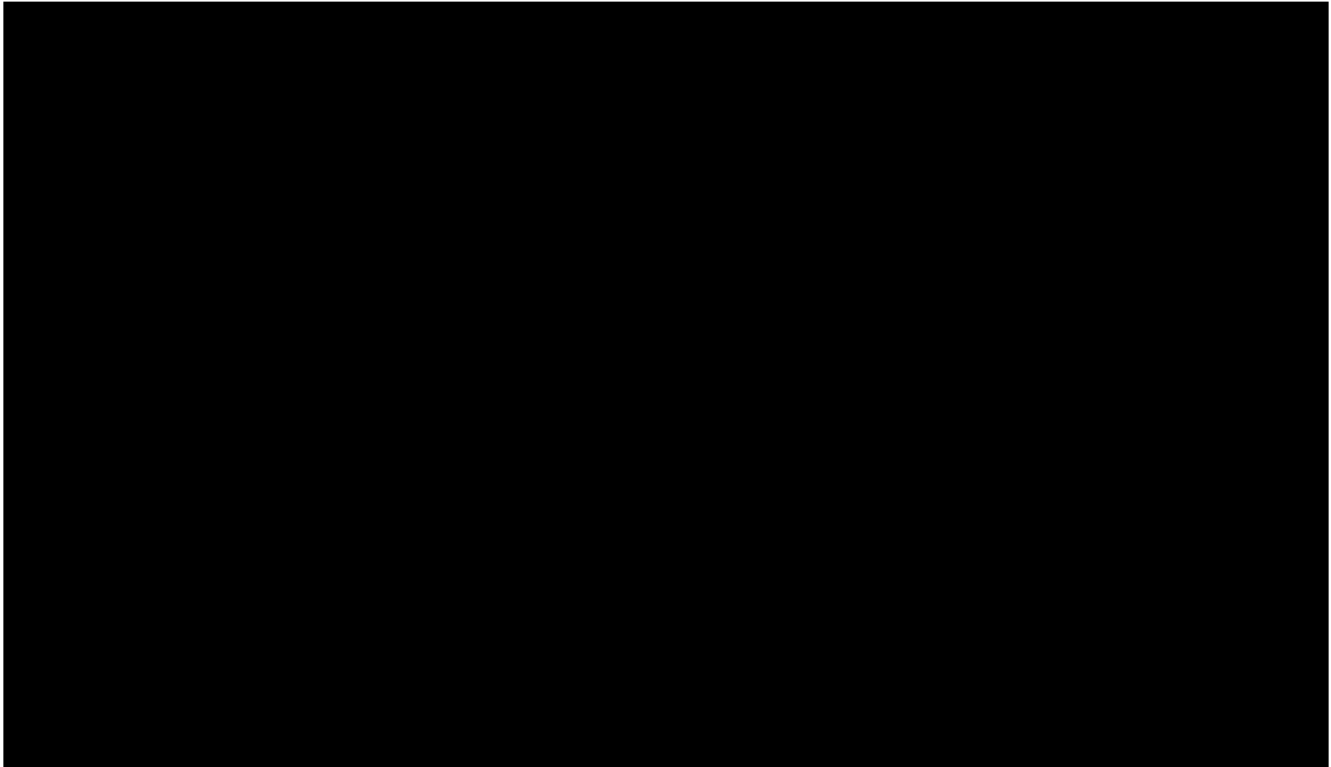
\_\_\_\_\_  
*Disclosure Officer*

**Phone: 334-242-1189**

**Fax: 334-242-1030**

Request Date: December 14, 2022  
Request Code: 2212144124103

**7.7 Sales Tax License**



# Exhibit 8 – Business License and Authorization of Local Authorities

## Verification

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

Nidhal Zeer

\_\_\_\_\_  
Printed Name of Verifying Individual

  
\_\_\_\_\_  
Signature of Verifying Individual

Owner | Chief Investment Officer

\_\_\_\_\_  
Title of Verifying Individual

03/01/2023

\_\_\_\_\_  
Verification Date

**Table Contents**

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***8.1 Certified Copies of the Applicant’s Business License*** \_\_\_\_\_ **3**

**716 S McKenzie St, Foley, AL 36535** \_\_\_\_\_ **3**

**954 Gilbert Ferry Rd SE, Gadsden, AL 35904** \_\_\_\_\_ **5**

**2046 St Joseph NW, Cullman, AL 35055** \_\_\_\_\_ **6**

***8.2 Resolution(s) or Ordinance(s) by Local Jurisdiction(s) Approving the Business*** \_\_\_\_\_ **8**

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        Ordinance \_\_\_\_\_ 8

        Zoning Verification Letter \_\_\_\_\_ 10

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        Letter of Support from Mayor \_\_\_\_\_ 13

**2046 St Joseph NW, Cullman, AL 35055** \_\_\_\_\_ **14**

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        2046 St Joseph NW, Cullman, AL 35055 \_\_\_\_\_ 18

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### **Introduction**

The Applicant has secured and gained approval for all three of its dispensing sites located at:

- 716 S McKenzie St, Foley, AL 36535
- 954 Gilbert Ferry Rd SE, Gadsden, AL 35904
- 2046 St Joseph NW, Cullman, AL 35055

As such, what follows are certified copies of the Applicant's business license for each site (Section 8.1). Also, the Applicant provides resolution or ordinances by the local jurisdiction (County or Municipality, as appropriate) approving the Applicant's business presence in each local jurisdiction (Section 8.2). As an added layer of evidence of local authorization and support, the Applicant provides evidence of community support (Section 8.3).

**8.1 Certified Copies of the Applicant's Business License**

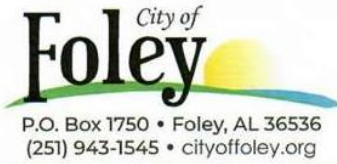
716 S McKenzie St, Foley, AL 36535

<b>STATE OF ALABAMA</b>																		
CONTROL NO. 2446651		BALDWIN COUNTY		LICENSE NO. 2308605														
ACCOUNT NO. 77303		ISSUED TO:																
		STATEWIDE PROPERTY HOLDINGS AL LLC																
		ZEER, NIDHAL																
		640 N OLD WOODWARD																
		STE 203																
		BIRMINGHAM, MI 48009																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th>LICENSE YEAR</th></tr> <tr><td> </td></tr> </table>		LICENSE YEAR				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th colspan="3">DATE ISSUED</th></tr> <tr><td>12</td><td>12</td><td>2022</td></tr> <tr><th>MO.</th><th>DAY</th><th>YR.</th></tr> </table>		DATE ISSUED			12	12	2022	MO.	DAY	YR.		
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th colspan="2">LICENSE TYPE</th></tr> <tr><td>STORE LICENSE</td><td style="text-align: center;">Y</td></tr> <tr><td>CHAIN STORE LICENSE</td><td> </td></tr> <tr><td>OCCUPATIONAL LICENSE</td><td style="text-align: center;">Y</td></tr> </table>		LICENSE TYPE		STORE LICENSE	Y	CHAIN STORE LICENSE		OCCUPATIONAL LICENSE	Y	BUSINESS LOCATION:		EXPIRES						
LICENSE TYPE																		
STORE LICENSE	Y																	
CHAIN STORE LICENSE																		
OCCUPATIONAL LICENSE	Y																	
		716 S MCKENZIE ST		RENEW IN OCTOBER														
		FOLEY, AL 36535																
RL: U42 - #2446651 - T8 - P1016658 - M7																		
SECTION	BUSINESS TYPE	License Amount	FEE	PENALTY	CITATION	INTEREST	TOTAL											
0072	CIGARS, CIGARETTES, CHEROOTS, ETC - RETAILERS	0.00	0.00	0.00	0.00	0.00	0.00											
315A	STORE LICENSE	1.00	1.00	0.15	0.00	0.01	2.16											
TRANSFER OF LICENSE							TOTAL											
Evidence having been adjoined before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.							2.16											
Name of Purchaser							MAIL FEE											
Name of Issuing Authority							1.00											
Name of Purchaser							TOTAL WITH MAIL FEE											
Name of Issuing Authority							3.16											

2023 - 2308605  
 12/12/2022 1:28:52 PM  
 U42 - #2446651  
 T8 - P1016658 - M7

STATEWIDE PROPERTY HOLDINGS AL LLC  
 ZEER, NIDHAL  
 640 N OLD WOODWARD STE 203  
 BIRMINGHAM, MI 48009





**BUSINESS LICENSE**

STATEWIDE PROPERTY HOLDINGS  
AL LLC  
640 N OLD WOODWARD AVE, #203  
BIRMINGHAM MI 48009

EXPIRATION: 12/31/2023  
LICENSE #: 18938

Business Name: STATEWIDE PROPERTY HOLDINGS  
Physical Address: 716 MCKENZIE ST SOUTH

The firm, corporation, organization, business or person whose name appears above has paid the required license fees and is authorized to engage in business in Foley, Alabama as indicated below:

<u>CODE</u>	<u>DESCRIPTION</u>
446110	Pharmacies and Drug Store
888888	Issuance Fee

**This business license is contingent upon:**

- State of Alabama approval to operate a cannabis dispensary
- City of Foley Building Department permits and certificate of occupancy regulations
- City of Foley Fire Department codes and regulation

Should the business listed above not meet all contingencies **this license will become invalid.**

MAYOR

CITY CLERK

All licenses expire December 31st of the license year. Licenses are not transferrable.

954 Gilbert Ferry Rd SE, Gadsden, AL 35904

# STATE OF ALABAMA

CONTROL NUMBER **312328159** *new* LICENSE NO. **3690**

ACCOUNT NUMBER **30703 2023** County **ETOWAH COUNTY**

ISSUED TO: **STATEWIDE PROPERTY HOLDINGS AL LLC** **15:53 PBTWJ**

**2022-2023** **DATE ISSUED**

**12 8 22**

**MO DAY YR**

**LICENSE TYPE**

STORE LICENSE	
CHAIN STORE LICENSE	X
OCCUPATIONAL LICENSE	X

**BUSINESS LOCATION** **12 8 2022**

**STATEWIDE PROPERTY HOLDINGS AL** **EXPIRES**

**954 GILBERT FERRY RD** **September 30, 2023**

**GADSDEN AL 35904** **RENEW IN OCTOBER**

SECTION	BUSINESS TYPE	LICENSE AMOUNT	FEE	PENALTY	CITATION	INTEREST	TOTAL
529	CO.LIC.RETAIL \$225001-300000	140.00	1.00				141.00
072	CIGARS, CIGARETTES, ET-GADSDEN	22.50	1.00				23.50
315	STORE	1.00	1.00				2.00

**TRANSFER OF LICENSE**

Evidence having been adduced before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.

Name of Purchaser: \_\_\_\_\_

Issuing Authority: **SCOTT W. HASSELL**

**Kathleen D. Baxter**  
State Comptroller

*[Signature]*  
Commissioner of Revenue

TOTAL	166.50
MAIL FEE	
TOTAL WITH MAIL FEE	166.50

2046 St Joseph NW, Cullman, AL 35055

**Cullman County**

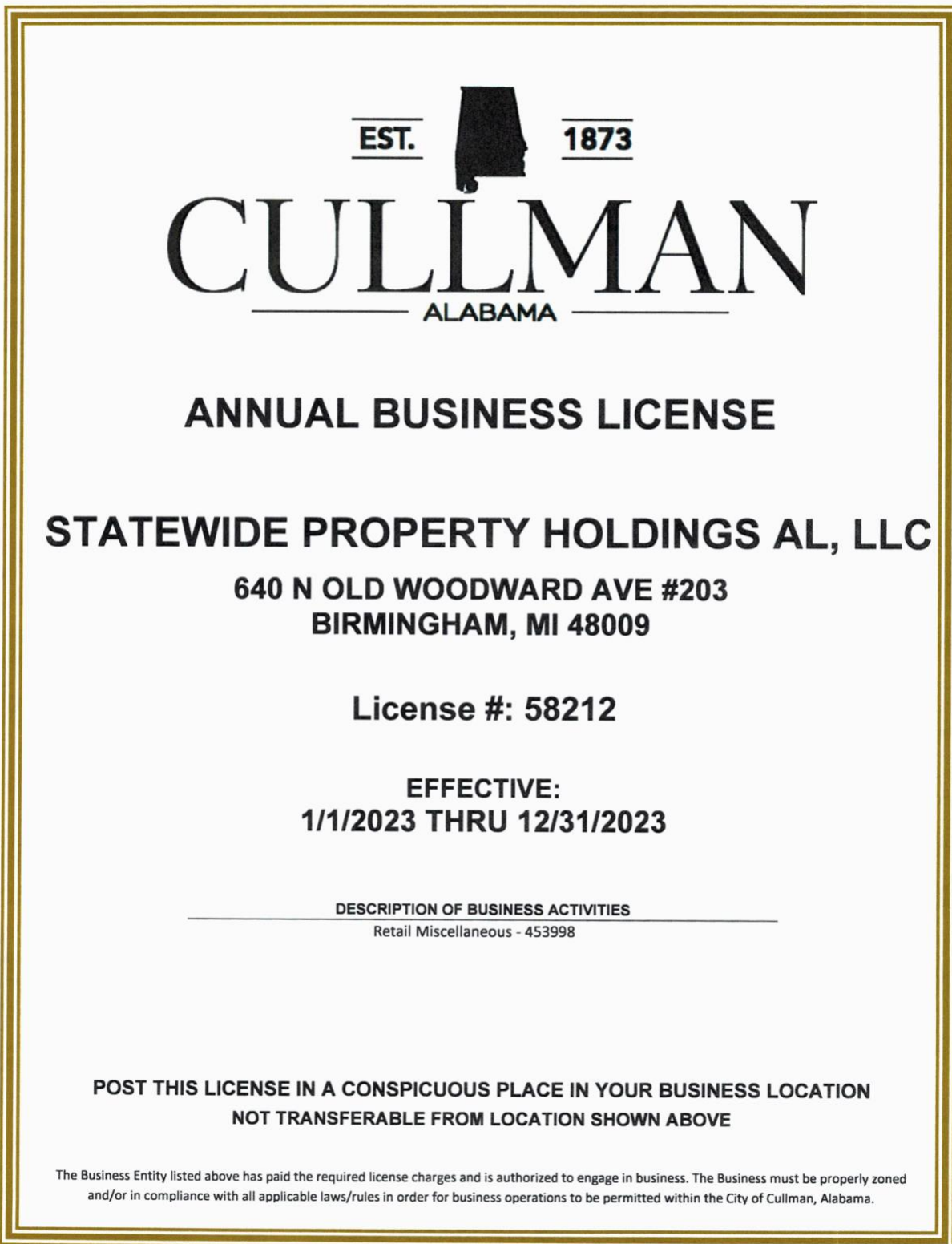
262129 055981

ACCOUNT NO. 055981

LICENSE YEAR  <b>2022 - 2023</b>	ISSUED TO: STATEWIDE PROPERTY HOLDINGS AL LLC 640 N OLD WOODWARD AVENUE SUITE 203 BIRMINGHAM, MI 48009 (248) 884-0609	DATE ISSUED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">12</td> <td style="text-align: center;">19</td> <td style="text-align: center;">2022</td> </tr> <tr> <td style="text-align: center;">MO.</td> <td style="text-align: center;">DAY</td> <td style="text-align: center;">YR.</td> </tr> </table>	12	19	2022	MO.	DAY	YR.
12	19	2022						
MO.	DAY	YR.						
LICENSE TYPE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>STORE LICENSE</td> <td style="text-align: center;">X</td> </tr> <tr> <td>CHAIN STORE LICENSE</td> <td></td> </tr> <tr> <td>OCCUPATIONAL LICENSE</td> <td></td> </tr> </table>	STORE LICENSE	X	CHAIN STORE LICENSE		OCCUPATIONAL LICENSE		BUSINESS LOCATION: STATEWIDE PROPERTY HOLDINGS AL LLC 2046 ST JOSEPH DRIVE NW SUITE G CULLMAN, AL 35055	Issued: 12/19/2022 13:53:45 EXPIRES 09/30/2023 RENEW OCTOBER 2023
STORE LICENSE	X							
CHAIN STORE LICENSE								
OCCUPATIONAL LICENSE								

SECTION	BUSINESS TYPE	LICENSE AMOUNT	FEE	PENALTY	CITATION	INTEREST	TOTAL
315A	STORE LICENSE	1.00	1.00	0.00	0.00	0.00	2.00
TRANSFER OF LICENSE <small>Evidence having been adduced before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.</small>		Kathleen D. Baxter <small>State Comptroller</small>				TOTAL Trans. Fee 2.00 MAIL FEE 0.00	
Name of Purchaser		 Commissioner of Revenue <b>Tammy Brown, Judge of Probate</b>				TOTAL WITH MAIL FEE 4.00	
Issuing Authority		Issuing Authority				Teller: #27 - jhammock	

Nidhal Zeer  
248-884-0609



**8.2 Resolution(s) or Ordinance(s) by Local Jurisdiction(s) Approving the Business**

**716 S McKenzie St, Foley, AL 36535**

**Ordinance**

This Instrument Prepared By:

**City of Foley, AL**



**Signature Copy**

**Ordinance: 22-2039 ORD**

407 E. Laurel Avenue  
Foley, AL 36535

**File Number: 22-0515**

**Enactment Number: 22-2039 ORD**

**AN ORDINANCE AUTHORIZING THE OPERATION OF MEDICAL CANNABIS  
DISPENSING SITES WITHIN THE CITY OF FOLEY**

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 supervision of a physician licensed in this state."

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

WHEREAS, the Act provides for the medical use of medical grade products that contain a derivative of cannabis by a registered qualified patient; and

WHEREAS, this Act requires that the governing body of a municipality must first adopt an ordinance to authorize the operation of dispensing sites within the corporate limits of the municipality before any such business can operate in the municipality; and

WHEREAS, the Act has become law and codified as Code of Alabama, §§ 20-2A-1, et seq.; and

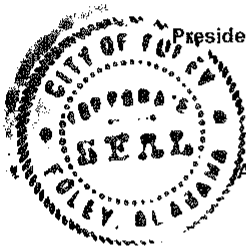
WHEREAS, the City of Foley wishes to authorize the operation of medical cannabis dispensing sites within the corporate limits of the City of Foley subject to zoning, business license, and other revenue and police power requirements.

File Number: 22-0515

Enactment Number: 22-2039 ORD

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FOLEY, ALABAMA that, in accordance with Alabama Code, Section 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 Foley, subject to the provisions of Act 21-450 and state law, and further subject to any relevant provisions of the Code of the City of Foley, including applicable zoning restrictions, business license requirements, and similar matters.

PASSED, APPROVED AND ADOPTED this 19th day of September 2022.



President's Signature J.W. Trammell

Date 9-19-22

Attest by Clerk Kathryn Taylor

Date 9-19-22

Mayor's Signature D. DeBeauvoir

Date 9/19/22

**Zoning Verification Letter**



November 18, 2022

RE: Medical Cannabis Dispensary

Statewide Property Holdings AL LLC,

The property located at 716 S. McKenzie Street, Foley, AL 36535 (Parcel# 54-09-32-1-000-002.000), is in compliance with currently enacted local zoning laws and regulations to operate a Dispensary Facility.

Sincerely,

*Miriam Boone*

Miriam Boone, AICP, CFM  
Community Development Director  
Planner/Building Official  
mboone@cityoffoley.org

MAYOR: Ralph Hellmich

CITY ADMINISTRATOR: Michael L. Thompson

CITY CLERK: Kathryn Taylor

COUNCIL MEMBERS: J. Wayne Trawick; Vera Quaites; Cecil R. Blackwell; Charles Ebert III; Richard Dayton

954 Gilbert Ferry Rd SE, Gadsden, AL 35904

Ordinance

2022/371

ORDINANCE NO. Q-37-22

**AUTHORIZING THE OPERATION OF A MEDICAL CANNABIS  
DISPENSARY WITHIN THE CORPORATE LIMITS OF  
THE CITY OF GADSDEN, ALABAMA**

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 qualifying medical conditions and a valid medical cannabis card; and

WHEREAS, a dispensary may only be operated in a municipality if the municipality has passed a resolution 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 dispensary 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 Gadsden; and


WHEREAS, the location of a dispensary within the corporate limits of the City of Gadsden will bring the potential of new employment opportunities for the citizens of the City of Gadsden; and

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

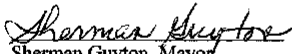
Now, Therefore, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GADSDEN, ALABAMA, as follows:

1. The Gadsden City Council does hereby authorize the operation of medical cannabis dispensing sites, cultivators, processors, secure transporters, or integrated facilities licenses within the corporate limits of the City of Gadsden.
2. The City Clerk or designee is hereby directed to forward a copy of this Ordinance to the Alabama Medical Cannabis Commission.
3. This Ordinance shall become effective upon its passage and publication as required by law.

I certify that the City Council of the City of Gadsden, Alabama, duly adopted this Ordinance at an open public meeting held on October 11, 2022.

  
Ava Nelson, City Clerk

APPROVED on October 11, 2022

  
Sherman Guyton, Mayor



**Zoning Verification Letter**



**City of  
GADSDEN**

P. O. Box 267  
Gadsden, Alabama 35902  
Phone: (256) 549-4520  
FAX: (256) 549-4851

Heath Williamson  
*Director of Engineering*

Nick Hall  
*Director of Planning*

December 13, 2022

Statewide Property Holdings AL, LLC

Re: Zoning Verification Letter  
954 Gilbert Ferry Road  
Gadsden, AL 35904  
Medical Cannabis Dispensary

To Whom it May Concern:

The subject property located at 954 Gilbert Ferry Road, Gadsden, AL, 35904, is located within the corporate limits of the City of Gadsden and has a zoning designation of B-2, General Business District. The City of Gadsden Chart of Permitted Uses, Chapter 130, Section 312(f) allows for a Medical Cannabis Dispensary as a "use by right" in a B-2, General Business District. This letter does not exempt this use or property from any other requirements for permitting or licensing.

A Medical Cannabis Dispensary, as proposed to be located at 954 Gilbert Ferry Road, Gadsden, AL, 35904, being a "use by right" in a B-2, General Business District, is eligible to apply for a City of Gadsden business license only after the applicant has received a provisional Integrated Facility license or a provisional Medical Cannabis Dispensary license, as may be applicable, from the Alabama Medical Cannabis Commission.

The subject property is in compliance with the Alabama Medical Cannabis Commission Rules and Regulations, Chapter 8, Regulation of Dispensaries, Section 538-x-8-.04, Requirements and Limitations as to Dispensing Sites.

This information was researched on December 05, 2022, by the undersigned, per request and as a public service. The undersigned certifies that the above information contained herein is believed to be accurate and is based upon, or relates to the information provided by the requestor. The Authority assumes no liability for errors or omissions. All information was obtained from public records, which may be inspected during regular business hours. Should you have further questions, please contact me at 256-549-4525.

Sincerely,

Tina P. Cody  
Zoning Administrator  
City of Gadsden Planning Department

**City of Champions**

**Letter of Support from Mayor**



December 13, 2022

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

To Whom It May Concern,

I am writing to express support for this applicant to open and operate a medical cannabis facility in Gadsden. The City of Gadsden has established a task force of administrative leaders to facilitate inquiries and assist with the application process, and this company has been in contact with our administration throughout their application development process.

I feel their business will be beneficial to Gadsden residents and the goals of the state.

I appreciate you taking the time to review my thoughts on their application. If you need any additional information from me, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "CF", written over a horizontal line.

Craig Ford, Mayor

2046 St Joseph NW, Cullman, AL 35055

Ordinance

ORDINANCE NO. 2022 - 29  
TO AUTHORIZE THE OPERATION OF MEDICAL CANNABIS DISPENSING SITES WITHIN THE  
CORPORATE LIMITS OF THE CITY OF CULLMAN

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 an entity licensed to perform the functions of a cultivator, processor, secure transporter, and dispensary; and

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

WHEREAS, Act 2021-450 states that a dispensary licensee or integrated facility licensee may not operate a dispensing site within a municipality unless the governing body of that municipality has authorized, by ordinance, the operation of dispensing sites within its jurisdictional boundaries; 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 for farmers; 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 Cullman.

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

1. The Cullman 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 Cullman.
2. The City Clerk or designee is hereby directed to forward a copy of this ordinance to the Alabama Medical Cannabis Commission within seven calendar days 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 22<sup>nd</sup> day of August, 2022.

ATTEST:

  
City Clerk

  
President of the City Council

APPROVED BY THE MAYOR this the 22<sup>nd</sup> day of August, 2022.

  
Mayor

## Zoning Verification Letter



### BUILDING DEPARTMENT

201 2<sup>nd</sup> Avenue NE  
Cullman, Alabama 35055

256.775.7203  
[www.CullmanAl.gov](http://www.CullmanAl.gov)

December 15, 2022

Re: Zoning District for Dispensing Site

Address: 2046 St. Joseph Drive NW, Suite G, Cullman, AL 35055

To Whom It May Concern,

The Cullman City Council passed an Ordinance (No. 2022-29) on August 22<sup>nd</sup>, 2022, evidencing its intent to authorize the operation of medical cannabis dispensing sites within the corporate limits.

The address referenced above is located within the corporate limits; more particularly in a B-2 zoning district. This address complies with the above Ordinance. Per Table 5-1, Chapter 62 of the *City of Cullman Code of Ordinances*, a Dispensing Site is permitted as a Conditional Use.

Dispensing Site means a site operated by a dispensary licensee (an entity licensed by the Alabama Medical Cannabis Commission under Section 20-2A-64 of Act 2021-450) or an integrated facility licensee.

If you have any questions or concerns, please do not hesitate to contact me directly at your convenience.

Regards,

Brandon L. Lewis  
Chief Building Official  
City of Cullman Building Inspection Department  
Phone: (256) 775-7214  
Fax: (256) 739-9351  
[blewis@cullmanal.gov](mailto:blewis@cullmanal.gov)

**Evidence of Community Support**

**716 S McKenzie St, Foley, AL 36535**



December 21, 2022

Louis Pope  
My Community Mentors  
314 E. Laurel Ave., Suite 4, Foley, AL 36535  
Email: [pope.louis@yahoo.com](mailto:pope.louis@yahoo.com)

Dear Mr. Pope:

I write to you on behalf of Statewide Property Holdings AL, LLC ("Company"). The Company is currently applying to the Alabama Medical Cannabis Commission to license the Company as a Dispensary ("Dispensary").

In pursuit of this license, the Company is pleased to execute this letter of intent and establish a relationship with My Community Mentors ("Organization"). This letter serves a non-binding agreement for annual giving contingent upon award of the Dispensary license.

Terms of Relationship:

- Donations up to ten percent (10%) of net income shall be earmarked by Company for your Organization's initiatives to benefit the residents of Foley; and
- Company intends to provide volunteers to your organization and its initiatives.

We are excited at the prospect of supporting your organization and the community at large. If you have any questions about the details in this letter, please contact us immediately. If you wish to accept this offer, please sign below and return this letter to me within five (5) business days.

Sincerely,

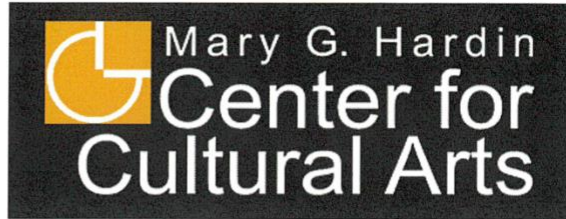
*Nidhal Zeer*  
Nidhal Zeer  
Statewide Property Holdings AL, LLC

Accepted and Agreed by:

By: *Louis Pope*  
Name: Louis Pope  
Title: Louis pope  
Date: 12/21/2022 22:19 UTC



954 Gilbert Ferry Rd SE, Gadsden, AL 35904



December 1, 2022

Tom Banks  
Mary G. Hardin Center for Cultural Arts  
P.O. Box 1507, Gadsden, AL 35902  
Email: [tombanks@culturalarts.org](mailto:tombanks@culturalarts.org)

Dear Mr. Banks:

I write to you on behalf of Statewide Property Holdings AL, LLC ("Company"). The Company is currently applying to the Alabama Medical Cannabis Commission to license the Company as a Dispensary ("Dispensary").

In pursuit of this license, the Company is pleased to execute this letter of intent and establish a relationship with Mary G. Hardin Center for Cultural Arts ("Organization"). This letter serves a non-binding agreement for annual giving contingent upon award of the Dispensary license.

Terms of Relationship:

- Donations up to ten percent (10%) of net income shall be earmarked by Company for your Organization's initiatives to benefit the residents of Gadsden; and
- Company intends to provide volunteers to your organization and its initiatives.


We are excited at the prospect of supporting your organization and the community at large. If you have any questions about the details in this letter, please contact us immediately. If you wish to accept this offer, please sign below and return this letter to me within five (5) business days.

Sincerely,

*Nidhal Zeer*

Nidhal Zeer  
Statewide Property Holdings AL, LLC

Accepted and Agreed by:

By:   
Name: Tom Banks  
Title: Executive Director  
Date: 12/1/2022



2046 St Joseph NW, Cullman, AL 35055



December 15, 2022

Steven Sutter, Executive Director  
Cullman Caring for Kids  
402 Arnold St NE # W1, Cullman, AL 35055  
Email: [stevenccfk@gmail.com](mailto:stevenccfk@gmail.com)

Dear Steven:

I write to you on behalf of Statewide Property Holdings AL, LLC ("Company"). The Company is currently applying to the Alabama Medical Cannabis Commission to license the Company as a Dispensary ("Dispensary").

In pursuit of this license, the Company is pleased to execute this letter of intent and establish a relationship with Cullman Caring for Kids ("Organization"). This letter serves a non-binding agreement for annual giving contingent upon award of the Dispensary license.

Terms of Relationship:

- Donations up to ten percent (10%) of net income shall be earmarked by Company for your Organization's initiatives to benefit the residents of Cullman; and
- Company intends to provide volunteers to your organization and its initiatives.

We are excited at the prospect of supporting your organization and the community at large. If you have any questions about the details in this letter, please contact us immediately. If you wish to accept this offer, please sign below and return this letter to me within five (5) business days.

Sincerely,

*Nidhal Zeer*

Nidhal Zeer  
Statewide Property Holdings AL, LLC

Accepted and Agreed by:



Name: Steven A. Sutter

Title: Executive Director

Date: 12/20/2022



**Conclusion**

As demonstrated above, the Applicant has successfully obtained all applicable business licenses and authorizations from the local authorities for all three of its dispensing sites. Beyond that, the Applicant also provided copies of letters of support from mayors and community organizations indicating their excitement for and approval of the Applicant's dispensaries. As such, the above documents and narrative far exceed the criteria of Exhibit 8.



# Exhibit 9 – 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.

Nidhal Zeer

Owner | Chief Investment Officer

\_\_\_\_\_  
**Printed Name of Verifying Individual**

\_\_\_\_\_  
**Title of Verifying Individual**

Nidhal Zeer  
**Signature of Verifying Individual**

03/01/2023

\_\_\_\_\_  
**Verification Date**

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**Introduction**

The Applicant is a minority-owned business that is also 100% female owned and led. The Applicant is owned by three incredible women, including two local Alabama pharmacists and a renowned cannabis executive with operations in six states. To fund this venture, the Applicant's owner, and a cannabis investment mogul, will deploy █████ in total capital allowing the Applicant to build out all three dispensing locations upon approval. This approach will serve the highest number of patients. This powerhouse of female talent will direct a leadership team of female executives with incredible cannabis and healthcare backgrounds. In fact, the entire c-suite (CEO, CFO, etc.) of the Applicant are comprised of female executives.

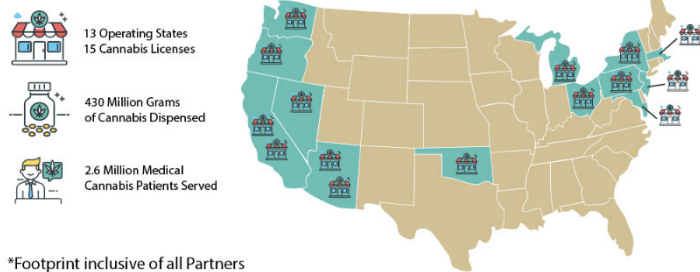
The Applicant has recruited the former President of Overstock.com and CEO and board member of High Times to lead the Applicant's company as CEO. The former Specialty Pharmacy Manager of the Cleveland Clinic will lead the medical practice as medical director and a certified dispenser. The Applicant has established and intends to deploy Cleveland Clinic protocols for dispensing medicines and patient care under her leadership. The former CEO of Acanza, the largest medical cannabis dispensary in Arkansas (+\$20M in annual revenue), will assume the role of COO. The CFO currently holds the title of the controller of a publicly traded cannabis company with facilities in Oregon, Nevada, California, Oklahoma, and Massachusetts. She has a CPA and understands cannabis tax compliance. The Chief Compliance Officer was recruited from the highest medical patient-serving dispensary in Maryland, generating over \$32M in annual sales. The IT Director created GrubHub and was recruited from a publicly traded cannabis company focused on cannabis transport and IT compliance. The founder and creator of MJ Freeway, the most recognized Seed-to-Sale Tracking software, will aid in software and hardware implementations. His software has transacted \$20B in cannabis sales in 33 states and 14 countries and translated into three languages. The Marketing Director generated nearly \$52M in annual sales based mainly on her cannabis advertising and marketing campaigns. The Real Estate Director has secured almost 100 properties across the US for businesses under his management. The Security

Director has worked in nearly all 36 legal cannabis states in the country. The former Medical Director of Surterra will aid in patient education and tracking patient outcomes. And finally, the Products Advisor, a NASA-funded scientist, will advise on formulated products that help with patient wellness.

To train and provide operational consulting to augment this already impressive team, the Applicant has partnered with a publicly traded cannabis company with operations in seven states. Collectively between the operating partner and the team, 15 cannabis licenses operating in 13 states have dispensed nearly 430 million grams of laboratory-tested and state-complaint medical cannabis across the U.S.

Millions of patients have personally been affected by the therapies administered by the Applicant in other markets. These lifesaving skills will find a home in Alabama if selected as a Dispensary License holder. The Applicant intends to

### National Footprint\*



generate 94 jobs from this project and has started construction planning and Mechanical, Electrical, and Plumbing designs on all three dispensing sites. While manufacturing facilities are constructed, and medical cannabis products are under production, the dispensing sites will act as educational centers for those seeking patient education geared around product types, dosages, adverse events, and drug interactions. With a healthcare focus, the Applicant displays all the characteristics of a dominant minority-owned and managed force that will exceed the Commission's expectations while addressing the needs of a community that needs alternatives to traditional medicines.

## 9.1 **Business Structure and Plan for Adherence to Corporate Conventions**

**Business Structure** - The entity is structured as a three-person member-managed Limited Liability Company, which includes majority ownership held by two 15-year continuous Alabama residents. Owner #1 is an African American female pharmacist that retains 25.5%

equity and has lived in Alabama her entire life. Owner #2 is an Asian female pharmacist that retains 25.5% equity and has also called Alabama her home state her entire life. The entity qualifies as a minority managed company under the provisions of **§20-2A-51.(b)**. and **538-x-3-.05.3.n**. The remaining 49% is owned by Owner #3, a renowned female cannabis executive who owns and operates multiple cannabis operations across the nation. Thus, the Applicant is a 100% female owned and led business. The operating agreement specifies the business structure, voting rights, control, and daily operations management.

**Plan for Adherence to Applicable Corporate Conventions** – The Applicant has developed a plan to adhere to all applicable corporate conventions. To this end, the Applicant has filed for and received all formation documents and appropriate licenses, including the Certificate of Formation, Limited Liability Agreement, Federal Employer Identification Number, Certificate of Good Standing, Certificate of Compliance, Alabama Sales Tax licenses, Privilege Tax Licenses for each county of its facilities, and municipal business licenses for each location (a copy of each provided in *Exhibit 7 - Business Formation Documents*). The Applicant has also appointed a Registered Agent of its LLC that is an individual that has agreed to accept legal papers and service of process on the Applicant's behalf.

The Applicant has filed an initial Business Privilege Tax Return and Annual Report with the Department of Revenue and will do so each year and pay all applicable taxes by their respective deadlines (e.g. on or before three and one-half months after the beginning of the LLC's taxable year). Since the Applicant will be selling goods, collecting sales tax, and have employees, the Applicant has registered with the Alabama Department of Revenue. As mentioned above, the Applicant has filed for and received local business licenses for each of its facilities and will renew these licenses on an annual basis. Lastly, the Applicant will keep the following records in its principal office and make them available for inspection by LLC members: (1) a current list of the full name and last known address of each member and manager; (2) a copy of the filed articles of organization and all amendments; (3) executed copies of any powers of attorney; (4) copies of the LLC's federal, state, and local income tax returns for the three most recent years; (5) copies of any operating agreements including

any amendment; and (6) copies of financial statements of the LLC for the three most recent years.

## **9.2 Business Goals and a 3-Year and 5-Year Plan**

The Applicant's business goals fall into five categories: Financial, Patient Outcomes, Employment, Community Impact, and Environmental Sustainability. Each category of the Applicant's business goals is clearly defined below, followed by a 3- and 5-year plan explaining how the Applicant will accomplish such goals.

**Financial Goals:** By the end of year five, the Applicant's goal is to surpass [REDACTED] in annual revenues. Based on this revenue, the Applicant will, at a minimum, generate [REDACTED] in income tax, and [REDACTED] in federal taxes on an annual basis. **Patient Outcome Goals:** Patient Outcomes Goals include serving 20% of all registered medical cannabis patients in Alabama by the end of the fifth year. Of those patients, the goal is to have 25% to be considered active patients (i.e. shopping at the Applicant's dispensaries more than once per quarter). Of the reported patient outcomes, the Applicant's goals are set at 95% positive and less than 5% negative. **Employment goals:** The Applicant estimates 94 jobs are required to fulfill the needs of the facilities. Thus, the Applicant's Employment Goals include employing at least 94 individuals by the end of year five. The Employment Goals also include maintaining an employee base that is at least 50% diverse (e.g. comprised of minority groups and veterans) as well as an employee base that is comprised of 75% local residents of the communities of each facility. **Environmental Sustainability goals:** The Applicant's sustainability goals include using 50% of the current industry average for energy and water usage of similar operations; becoming LEED-badge (Leadership in Energy and Environmental Design) certified by year three; and obtaining carbon neutrality by the end of year five. **Community Impact Goals:** By the end of year five, the Applicant's goal is to support at least 5 local organizations in each of the Applicant's facilities local communities by allocating up to 10% of its net income and 100 volunteer hours each year for each location.

The Applicant already possesses the requisite skills, expertise, resources, and capital to promote and execute the aforementioned business goals. These goals will guide the

Applicants vision and set the standards for future decisions. The goals align with the Applicant's mission statement and business philosophy, which focus on providing patients with quality products, access to medicine, and a safe, memorable shopping experience. Below, the Applicant describes how it will achieve these business goals, broken into a 3-year and a 5-year plan for doing so.

### 9.2.1 3-Year Plan

With [REDACTED] committed from the Applicant's owner, the Applicant has ample resources to build out, renovate, and equip all three dispensing sites it has under control. The construction phase has already begun. By moving expeditiously, the Applicant will mutually reinforce its ability to achieve the Financial, Patient Outcome, and Employment goals, while simultaneously taking parallel measures to achieve its Environmental Sustainability and Community Impact Goals, as discussed below.

**Financial Plans** – Based on an expert analysis conducted by the Applicant's CFO, by the end of year three, the first to market strategy will allow the Applicant to generate [REDACTED] on an annual basis [REDACTED] from each of the three dispensaries), thereby bringing the Applicant closer to achieving the 5-year goal described above. Similarly, the Applicant's already established business relationships with numerous suppliers (as detailed in Exhibit 10), including one of the top three largest publicly traded cannabis companies in the world, will provide the Applicant with premium products that will attract patients over competitors. Likewise, the Applicant's marketing and advertising plan will allow the Applicant to build and promote reputable brands within the Alabama market, thereby driving sales further.

**Patient Outcomes Plans** – Within the first year, the Applicant will begin implementing Angilno by Strainprint Technologies to track and manage patient outcomes. The software is HIPAA, PHIPA, PHIPEDA, and GDPR compliant. The key performance indicators tracked are: **(1)** the Number of Patients Being Served, **(2)** Active Users, **(3)** Positive Reported Outcomes, and **(4)** Negative Reported Outcomes. All three dispensary locations will be opened within the first year, thereby allowing the Applicant to increase patient access and capture market share with a first movers advantage, bringing the Applicant closer to achieving its goal of serving 20% of all registered medical cannabis patients in Alabama.

During the first three years, the Applicant will also focus heavily on compliant marketing and advertising (as detailed in Section 9.8) to assist in achieving the market share goals. The Applicant will also implement feedback from patients to improve reported outcomes, adjusting processes and products as necessary to increase positive reported outcomes.

**Employment Plans** – The increased demand will also reinforce the Applicant’s need to hire employees. As such, the Applicant will hire locally for its facilities to meet the growing demand. Hiring will be done in partnership with local organizations to identify talent and provide career assistance programs when needed. By doing so, the Applicant expects to employ 78 individuals by the end of year 3.

**Environmental Sustainability** - During the first year, the Applicant will have an energy audit performed on each of its facilities and meet with a sustainability consultant to obtain recommendations for reducing energy usage and meeting its goal of becoming LEED-badge certified. LEED is an internationally recognized green building certification program developed by the U.S. Green Building Council (USGBC). Similarly, during the first three years, the Applicant will develop and begin to implement its tree-planting and restoration programs to begin working toward carbon neutrality (more on this in Section 9.10).

**Community Impact Plans** The Applicant will continue to identify additional local organizations and initiatives to support, with the plan to be actively supporting at least three organizations within the local community of each of its facilities by the end of the third year. The Applicant will budget up 10% of its net income during each of the first three years, including up to 100 volunteer hours a year, to ensure it meets its annual Community Impact Goals.

### 9.2.2 5-Year Plan

**Financial Plans** The Applicant’s plan to build additional business relationships with top-knot suppliers will allow the Applicant to sell a vast array of premium product types to serve the increasing market size, thereby aiding the Applicant in achieving its 5-year financial goal of [REDACTED].

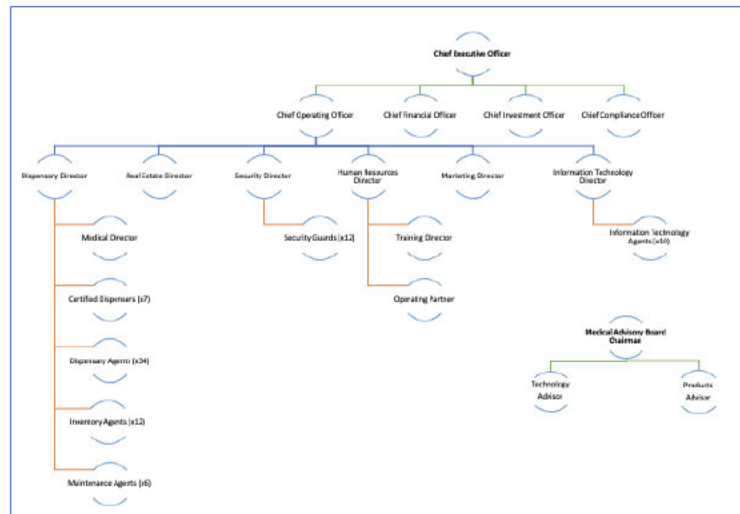
**Patient Outcome Plans** Throughout the first five years, the Applicant plans to continue adopting its operations and product selection to fit the needs of Alabama patients. Products will be refined via patient feedback with the aim of increasing the Positive Reported Outcomes metric to the Applicant’s 5-year goal of 95%. Similarly, the Applicant will



refine its marketing and advertising to accommodate the demographic of the Alabama patient population and achieve its goal of capturing and maintaining a 20% market share, while developing programs that aim at increasing repeated customers and achieving the 25% Active User goal. **Employment Plans** The planned operations will require at least 94 individuals, and the Applicant will achieve its Employment Goals through local hiring initiatives, including partnering with career services organizations and attending career fairs. Also, throughout the first five years, under the direction of the Chief Executive Officer, and on an annual basis, the Applicant will hire an objective third party to audit the Applicant's overall diversity and local hiring status and compile an action-focused report detailing specific goals, programs, and metrics. At the time of its license renewal, the Applicant will produce a record of its employee base, setting a collective goal of maintaining at least 50% of a diverse employee base and 75% of employees being residents of the community of each facility. Environmental sustainability During the first five years, the Applicant plans to instill a deep sense of environmental responsibility within the culture of its company. This will be accomplished through policies, education, and various incentive programs that encourage and reward employees for eco-friendly behavior. By the fifth year, the Applicant's restoration and tree-planting programs will have reached its full force, and the Applicant estimates that this will offset its carbon emissions to allow the Applicant's company to obtain a carbon neutrality status (more on this in **Section 9.10**). Community Impact In addition to local hiring, the Applicant will continue to work with local organizations and the municipalities to support initiatives that will drive the most positive impact to each community that houses the Applicant's facilities. The Applicant will build its relationship with the county and municipal governing bodies to identify areas where support is needed most. This relationship and community ties will help the Applicant identify and support at least five local community organizations to support monetarily (up to 10% of net income) and with volunteer hours (100 hours a year per facility), thereby successfully achieving the Applicant's 5-year community impact plans. By following the 3-year and 5-year plans outlined above, the Applicant is confident in its ability to achieve and exceed its business goals set out at the beginning of this section.

### 9.3 Organizational Chart

As mentioned earlier, the Applicant is proudly 100% owned and managed by female executives. The entire c-suite consists of females, including the several former CEOs of well-known and established companies, including High Times, Overstock.Com, Akanza (vertically integrated cannabis company), and several cannabis companies



scattered throughout the U.S. Moreover, as a proud supporter of diversity, equity, and inclusion, the Applicant is a **minority owned business**, with 51% of its ownership held by minorities and lifetime Alabama residents. With that being said, in the first year of operations the Applicant intends to create 52 jobs. By the fifth year of operations, the Applicant expects to have created **94** jobs at its facilities in Alabama, as represented in the simplified organizational chart above. The roles, responsibilities, and relationships between individuals within the Applicant's entity are detailed below in Sections 9.4 and 9.5.

### 9.4 Job Descriptions | Managerial Positions

Below are the job descriptions of all managerial positions, showing clear delineation of authority, qualifications, and duties. **C-Level** | The managerial positions mentioned below are filled with individuals with the required qualifications. The **Chief Executive Officer** reports to the shareholders and ultimately retains responsibility for the Applicant's performance, including compliance, safety, strategy, and profitability, while executing the vision and mission of the company. The CEO maintains authority over all C-Level positions. Ten-plus years in cannabis operations are required with a bachelor's degree or higher in Business. Duties include setting broad goals for performance and growth and evaluating performance by analyzing and interpreting data and metrics. The **Chief Operating Officer** reports to the CEO and retains responsibility for strategic decision-making, policy

development, and implementation for all business units. This individual will work collaboratively with the Division leads and manage to develop and implement strategic plans focused on the growth and development of operational programs. Ten-plus years in cannabis operations are required with a bachelor's degree or higher in Business. Duties include accountability for the operation's performance (construction, environmental impact, marketing, sales, insurance, bonds, facilities, service, quality, and finances) of all business units. The COO will ensure compliance with all state, federal, and regulatory agencies. The **Chief Financial Officer** reports to the CEO and retains accountability for the company's administrative, financial, and risk management operations. Ten-plus years in financial operations are required with a bachelor's degree or higher in Finance. Duties include tax compliance, financial reporting, the development of a financial and operational strategy, metrics tied to that strategy, and the ongoing development and monitoring of control systems designed to preserve company assets and report accurate financial results. The **Chief Compliance Officer** reports to the CEO and develops and implements regulatory compliance strategies to ensure employees, processes, and facilities remain compliant inclusive of the Policies and Procedures Manual and Standard Operating Plan and Procedures management. Ten-plus years in cannabis compliance operations are required with a bachelor's degree or higher in Regulated Industries. Duties include working with state, local, and federal governments to remain compliant, including zoning, inspections, auditing of tracking systems, labeling/ packaging, onsite audits, and renewal of operational licenses. The **Chief Investment Officer** retains responsibility for analyzing business and system processes, competitive dynamics, market share changes, organization capabilities, and strategic risks. Additionally, the CIO will forge new working relationships and synergies with State cannabis vendors and funding partners. Five years in cannabis and investment operations are required with a bachelor's degree or higher in Regulated Industries. Duties include evaluating the overall investment portfolio and ensuring initiatives at all levels align with the company's standards.

**Directors/Managers** | The **Dispensary Director** reports to the COO while working collaboratively with members of various dispensary teams to drive revenue. Creates and maintains effective SOPs and KPIs to ensure operational, procedural, and performance

compliance for dispensary locations. Five-plus years in cannabis retail operations are required with a bachelor's degree or higher in Retail Operations. Duties include Statewide Seed-to-Sale Tracking System management (patient and physician registry), store compliance, coaching, supporting, and inspiring team members of the dispensing operations. The **Medical Director** reports to the Dispensary Director and retains responsibility for defining and implementing the performance improvement program. Manages the patient outcome measurement system in collaboration with management, ensuring the quality of care and measurable program effectiveness for patients. Four-plus years of medical experience are required with a bachelor's degree or higher in Medicine. Duties include business and market development, medical research and planning, and coordination with medical professionals. The **Dispensary Manager** - The Dispensary Manager ensures that the dispensary operations comply with the State Regulations and internally approved Standard Operating Procedures (SOP's). The Dispensary Manager collaborates with the Dispensary Director to develop, document, and implement practices, policies, and strategies that support performance and results-driven culture. Three-plus years in cannabis retail operations are required with a bachelor's degree or higher in Retail Operations. **Certified Dispensers** report to the Dispensary Director and are responsible for managing dispensary employees and have undergone training and certification as required by the Commission. A certified dispenser must have at least two years of education or experience in biology, biochemistry, chemistry, physiology, pharmacology, Medicine, medical cannabis, nursing, pharmaceuticals, or a similar field. Duties and responsibilities include the requirements outlined in **Rule 583-x-8-.03**. The **Security Director** reports to the COO and manages day-to-day security business operations while maintaining the security program inclusive of security plans and procedures outlined in **Rule 538-x-3-.05** and **538-x-4-.07**. Five plus years in cannabis security operations are required with a bachelor's degree or higher in a Security related degree. Duties include managing security systems and local security contracts to ensure compliance and safety protocols are followed for all cannabis products within the supply chain. The **Information Technology Director** reports to the COO and holds responsibility for leading and overseeing all technical aspects of the company. This position requires an Information Systems bachelor's degree or higher with strong operational and technical leadership skills and hands-on experience with cannabis

cultivation, processing, and dispensing technologies. Duties include oversight of information technology strategy while implementing policies and goals for the IT department. The Information Technology Director ensures analytic platforms provide current and future informational needs for all constituencies across the organization and state regulatory system, including Statewide Seed-to-Sale Tracking System operations. The **Human Resources Director** reports to the COO and manages all HR practices, including performance management, employee engagement and development, inclusion and diversity, and talent development initiatives. The Human Resources Director manages the roster of all leaders and employees. Five-plus years in administrative HR operations are required with a bachelor's degree or higher. Duties include diversity/ inclusion, hiring, new hire orientation, staffing, compensation, wellness and benefits, training, continued education, employee handbook management, development, and team relations. The **Marketing Director** reports to the COO and retains responsibility for all activities related to conceptualizing and implementing the Marketing and Advertising Plan compliant with Commission and federal regulations, including public relations. Ten-plus years in Marketing or Advertising are required with a bachelor's degree or higher in Marketing or Advertising. Duties include graphic design, website design, social media account management, business and market development, market research and planning, packaging, and labeling compliance, and providing strategic direction for marketing and advertising. Responsible for advertising and marketing compliance. The **Real Estate Director** reports to the COO and ensures that the construction of each dispensary site comply with Municipal, State, and Federal Regulations. The Real Estate Director collaborates with the Dispensary Director to develop, document, and implement practices, policies, and strategies to create replicable buildout procedures. Five-plus years in cannabis retail operations are required with a bachelor's degree or higher in Business Management preferred. The Real Estate Director is responsible for identifying properties, negotiating costs, and project management dispensary buildout. The **Training Director** reports to the Human Resource Director and retains accountability for providing direction and leadership in the planning, development, and execution of the company's training strategy. Five-plus years in cannabis training is required with a bachelor's degree or higher in Human Resources or a related field. Duties include analyzing the business needs from a training and cannabinoid therapy perspective, identifying gaps, and recommending

training and operations solutions. Training all personnel on regulations, compliance, job duties, and patient outcomes.

### **9.5 Job Descriptions | Non-Managerial Positions**

Below are the Applicant's job descriptions of all non-managerial employee positions, showing a clear delineation of qualifications and duties. **Dispensary Agents** report to the Dispensary Manager and assist the Dispensary Management team in all operational aspects of running the dispensary and ensuring each patient receives outstanding service by providing a positive and friendly environment. Dispensary Agents will assist patients and caregivers with their personal needs, maintaining solid product knowledge and always providing the highest level of customer service. Four-plus years of professional experience are required, and a bachelor's degree or higher in Business is preferred. Duties include compliance with **Chapter 8**, dispensing medical cannabis, inventory tracking compliance, sanitation, auditing, and product explanation. Dispensary Agents recommend, select, and help locate the right products for patients depending on their needs and Physician Certification. Dispensary Agents are responsible for greeting customers promptly, keeping organized patient records, and helping patient schedules flow smoothly. Duties also include facilitating new membership and patient renewal processes compliant with **Chapter 2**, including data entry. **Security Guards** report to the Security Director and ensure company facilities, employees, patients, and products follow established procedures and policies. Two-plus years of professional experience are required, and a bachelor's degree or higher in a Security related field is preferred. Duties include conducting security checks, viewing security monitors, and reporting significant problems to authorities, state regulators, and company leaders assigned as the first point of contact. Security Guards will also complete scheduled security reports and assist company personnel with special needs. **Inventory Agents** report to the Dispensary Director and are responsible for data input, quality, and audits. Two-plus years in cannabis inventory operations are required with a bachelor's degree or higher in Business. Duties include compiling and verifying inventory records to confirm product compliance requirements are met while maintaining compliance within BioTrack/Metric systems to formulate, implement and enforce proper techniques and

reporting. **Information Technology Agents** report to the Information Technology Director and support day-to-day IT business needs, such as troubleshooting laptops, desktops, printers, tablets, conference rooms, and operational software. Two-plus years in information technology operations are required with a bachelor's degree or higher in Information Technology. Duties include installing hardware onsite, working as part of a support team for a product launch, or as a tester for a new IT service. **Maintenance Agents** report to the Dispensary Director and ensure the facility is maintained satisfactorily. Two-plus years of maintenance experience are required, with a bachelor's degree or higher preferred. Duties include upkeep of facilities such as trash removal, cleaning, sanitization, plumbing, electrical, carpentry, and HVAC.

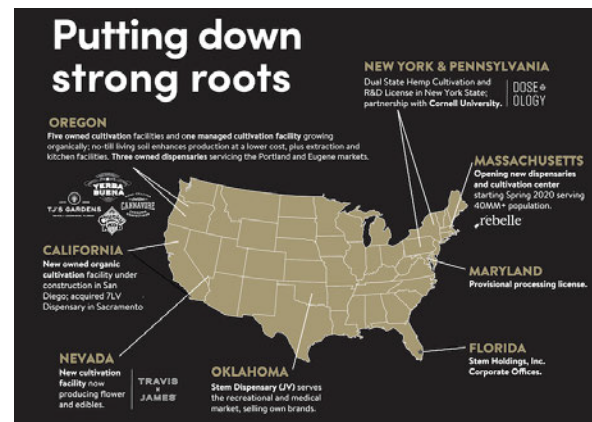
**Advisors | The Chairman of the Medical Advisory Board**, reports to the CEO, serves as a communication liaison between the Medical Advisory Board and the officers of the company. He appoints subcommittees, attends board meetings, and participates in organizational events. Ten-plus years in cannabis operations are required, with a bachelor's degree or higher in Regulated Industries. Responsibilities include submitting a quarterly Leadership report to advise the Company and Board on initiatives planned for the company and outline a detailed execution strategy. The **Technology Advisor** reports to the Chairman of the Medical Advisory Board and works collaboratively with the information technology division providing best practice solutions for state regulatory system compliance, including Statewide Seed-to-Sale Tracking System operations. Ten-plus years in cannabis technology are required, with a bachelor's degree or higher in Technology. Duties include attendance of Medical Advisory Board meetings to discuss innovations in U.S. cannabis technology standards. The **Products Advisor** reports to the Chairman of the Medical Advisory Board and retains responsibility for advising on product-related activities at the facility associated with incoming inspection, start-up verification, in-process verifications & checks, and sampling and inspection of finished products. Ten-plus years of quality systems experience are required with a bachelor's degree or higher in Quality Systems Management. Duties include attendance of Medical Advisory Board meetings and advise on identifying potential quality risks and working with operations personnel to develop improvement opportunities.

## 9.6 Executive Summary

The Applicant intends to obtain a dispensary license within the Alabama market, focusing on patient outcomes, environmental responsibility, community impact, and research. The Applicant's financial projections indicate that [REDACTED] in investment capital is required to launch all three dispensing sites within year one. The Applicant's Owner and Chief Investment Officer has substantial liquid capital, generated from her success in the cannabis industry, and has committed up [REDACTED] to fund the Applicant. As such, the Applicant has raised far in excess the startup capital required to move quickly and sponsor all expenses for the first three years. This buffer serves as reassurance that the Applicant will not fail. Although the capital expenditures are significant, the infrastructure and foundation laid today will pay incredible dividends in the future. By bringing best-in-class operators to the Alabama market for training and starting operations, the Applicant can effectively deploy human and financial resources.

The Operating Partner is a publicly traded multi-state operator with 24 Licenses in 5 states (Oregon, Nevada, California, Massachusetts, and New York) including nine (9) licenses for cannabis cultivation, three (3) licenses for cannabis processing, two (2) licenses for cannabis wholesale distribution, three (3) licenses for hemp production and (7)

cannabis dispensary licenses. The Operating Partner brings vast dispensary experience including some of the highest grossing dispensaries in Oregon and will provide vital hands-on training onsite and at Operating Partner locations prior to opening. The Operating Partner will assist with training initial dispensary staff prior to each store opening. Dispensary staff will train at an operating partner's high-volume medical dispensary. Five-plus years in cannabis dispensary operations are required. Duties include onsite and offsite training of dispensary staff on product knowledge, vendor procurement, security, inventory tracking, compliance, opening/ closing procedures, sanitation, waste handling, quality assurance/





quality control, handling complaints, conducting recalls, reporting, marketing/ advertising, and cash management.

Through a proposed joint venture between the Applicant and the Wounded Warrior Project, the two will establish a career advancement and internship program aimed at providing Veterans in Alabama with technical expertise and skills needed for a career in the growing cannabis industry. In addition, the Applicant plans to make monetary donations to support Alabama veterans, including sponsoring career services and education (as described further in the Community Engagement Plan).

### **9.6.1 Mission Statement**

With a mission to address vital health and wellness needs, the Applicant dispenses a comprehensive suite of premium, innovative cannabis products sold under its trusted portfolio of consumer brands. Above all, patient outcomes drive the heart of the company to be a premier integrated health system that will serve a broad community of medical cannabis patients in Alabama with a focus on diversity and inclusion.

### **9.6.2 Leadership Background and Qualifications**

The former President of Overstock.com leads a cast of accomplished female leaders. Two incredible **minority** Alabama female pharmacists retain majority ownership and control to dispense cannabis under the same FDA guidelines they have practiced over a 40-year collective tenure. To deploy this approach, the former Specialty Pharmacy manager of the Cleveland Clinic was recruited as Certified Dispenser #3, allowing a licensed pharmacist to deliver medical cannabis under the strictest state and federal guidelines for handling-controlled substances. The leadership background and qualifications are vast and inclusive of operations, finances, compliance, and strategy across numerous industries, including cannabis.

The **Chief Executive Officer** (CEO) is an e-commerce pioneer, entrepreneur, public speaker, and cannabis activist and spent 15 years of her career at the e-commerce retailer Overstock.com, beginning her tenure as a temp and eventually rising to President of the

nearly \$2B company in 2013. Along the way, she built Overstock's Branding, Marketing, and Customer Service departments, where she coined the phrase "Customer Care." She was also instrumental in taking the company public and led the organization to become a top 25 trafficked e-tail site. Under her guidance, Overstock was named to Forbes' list of "America's 100 Most Trustworthy Companies" and received multiple Mobile Web Awards and Stewie Awards. A devoted mentor to her female employees and a longtime advocate for women overall, one of her proudest achievements was growing the ranks of female executives at Overstock from 7% to 33%. In 2016, she stepped down from the Presidency at Overstock and followed her passion into the burgeoning world of Cannabis. A longtime cannavangelist, she began working at a cultivation center in Denver to immerse herself in the industry thoroughly. In 2017 she joined the board of High Times and served as its CEO, where she was the leader of one of the leading global brands in cannabis culture. **Owner #1 and Certified Dispenser #1** is an experienced retail pharmacy manager who has formed trusted relationships with Northern Alabama patients for nearly three decades. She's articulate, detailed, and results-oriented, with extensive experience in pharmacy management, forensic inventory auditing, employee coaching, and customer service. She is an active member of the [REDACTED] and a vestry member of [REDACTED] Church. She obtained her Bachelor of Science in Pharmacy from Xavier University and her Bachelor of Science in Biology from Tuskegee University. She holds an active Alabama Pharmacist License with certifications in Patient-Centered Diabetes Care, Small Group Instructor Training, CPR, and First Aide. She was recognized as Pharmacist of the Quarter by the McDonald Army Hospital while helping veteran patients in Virginia. **Owner #2 & Certified Dispenser #2** is a Doctor of Pharmacy who grew up 10 minutes from dispensary site #3 in Gadston. She is a hardworking and reliable Alabama pharmacist with a strong ability in medication dispensing, patient care, and business management. She was born, raised, and educated in Alabama, where she has spent her career in retail pharmacy management. Her pharmacy management experience has helped her to develop business and management skills, and she is also active in the research community, publishing scientific findings related to overcoming drug resistant therapies. Her passion for patient care and natural medicines led her to the medical cannabis industry, where she hopes to provide patients in Alabama an additional resource to treat their ailments. She earned her doctorates in pharmacy from the

University of Alabama and bachelors of science degree from Jacksonville State University.

**Owner #3 and Chief Investment Officer** is a lifelong businesswoman, experienced investor, and business owner, has a diverse portfolio of successful ventures, including commercial real estate, retail grocery, retail convenience, hospitality, arcade entertainment, licensed cannabis retailers, and a licensed cannabis manufacturing facility. She has owned/operated retail businesses her entire career, starting with four grocery stores over 35 years ago, with other retail investment holdings including convenience and cellular phone stores. She wholly owns or co-owns with partners, cannabis retailers amongst a chain of licensed cannabis retailers operating in Michigan as Joyology. These holdings generate over [REDACTED] in annual revenue allowing Owner #3 to invest in emerging markets to grow the cannabis portfolio. In addition to the numerous Joyology cannabis retailers, Owner #3 owns and operates a 30,000-square-foot cannabis manufacturing and cultivation facility in Warren, Michigan. Amongst other cannabis holdings in Michigan, she co-owns Packwoods [REDACTED], a thriving California company that sells branded products, through licensed cannabis businesses, in 8 states throughout the country. **Chief Operating Officer (COO)** - The COO has been in the healthcare industry for over 30 years. In 2015, she co-founded a state-of-the-art cultivation and processing laboratory in Maine. Her facility serviced thousands of patients and caregivers before she sold the company in 2017. In 2019, she opened Acanza Health Group, a majority female-owned vertically integrated medical cannabis company in Arkansas that serviced hundreds of patients daily and generated an annual revenue of over \$20 million. She served as the CEO of Acanza and in Q3 of 2021, Acanza was recognized as one of the top-performing dispensaries in the nation by Leafly, a nationally recognized platform. She obtained her master's and bachelor's in Social Work from Washington State University, and previously held a certificate as a licensed clinical social worker. **Chief Financial Officer (CFO)** - The CFO served as the controller of a vertically integrated cannabis company in Oregon, Nevada, California, Oklahoma, and Massachusetts. She has vast knowledge of the complexity of tax code 280E and has a proven track report of financial compliance and auditing. Before her cannabis career, she was an auditor for Ernst and Young, where she developed her meticulous auditing ability. She has also worked as a sole practitioner, audit manager, and controller of other entities. She obtained her Bachelor of Science in Accounting from Florida State University and is a Certified Public Accountant.

**Chief Compliance Officer (CCO)** - The Chief Compliance Officer operates one of the highest-trafficked dispensaries in Maryland. As managing partner and CEO, she remains responsible for ensuring the success and compliance of the dispensary. She oversees day-to-day operations and compliance procedures with a current staff of 17. The CCO exhibits expertise in developing operational compliance procedures, change management, and inventory tracking. She will establish all compliance standard operating procedures to comply with all state and federal regulations. Before cannabis, she served several operational and compliance roles within the hospitality industry for over a decade. She received a Bachelor of Science in Agricultural & Resource Economics specializing in Business Management and graduating Magna Cum Laude.

### 9.6.3 Business Style and Philosophy

The Applicant's business style and philosophy include three pillars including people, process, and product. 1) **People** are the lifeblood of the operation; their entrepreneurial spirit will lift the organization to new heights. The Applicant intends to foster a company of culture inclusive of diversity, inclusion, and equity. The critical metric for people includes tenure and overall employee happiness. The Applicant encourages all employees to be cannabis advocates while educating the pros and cons of the industry. 2) **Process** are instruments of success; the operator's mindset deploys stringent standard operating procedures for efficiency. All patient-driven processes employ extensive research and development to make products more effective. Over the last decade of operations, the Applicant can leverage processes proven in thirteen markets. 3) **Products** are acquired based on their proven ability to combat ailments.

### 9.6.4 Key Personnel

**Dispensary Director** - The Dispensary Director brings 17 years of Senior Management experience in the Cannabis and Banking industries. He is widely known as a cannabis thought leader and has been featured in publications and speaking engagements at the most prominent cannabis conferences worldwide. He served as the Director of Operations of a multi-state, vertically integrated cannabis company managing the manufacturing, sale,

distribution, or branding of cannabis products. Before this role, the Dispensary Director was the President of Canna Organix an award-winning, seed-to-store consumer packaged goods brand in the most competitive legal cannabis market. He obtained his Bachelor of Business Administration in Finance from Stephen F. Austin State University and his Master of Business Administration from the University of Phoenix. **Medical Director & Certified Dispenser #3** - The Medical Director and Certified Dispenser #3 served as the Manager of Specialty Pharmacy at the Cleveland Clinic, one of the world's most renowned hospital systems. She served as the Chair of the Cleveland Clinic Specialty Pharmacy Quality Management Committee. Additionally, she is an expert at optimizing and training all-size recreational and medical cannabis dispensaries. She has practiced pharmacy since 2016 with proven leadership skills in inpatient and ambulatory settings. The Medical Director holds a Doctor of Pharmacy from the University of Findlay, where she graduated Cum Laude, a Master's in Business Administration from Ursuline College, and a Bachelor of Science in Biology. **Information Technology Director** The IT Director was the founder and CEO of GrubHub, the first patented food ordering web-based corporate expense management system. He led the Company through its sale to Aramark. He then became the founder, CEO, Chairman, and largest shareholder of a publicly traded vertically integrated cannabis company with gross revenue of \$48.5 million and 400 employees. Under his leadership, the Company pioneered the industry with its state-of-the-art cultivation, processing, extraction, retail, distribution, and direct-to-consumer operations. He earned a finance and hospitality management degree from Cornell University and an MBA from the University of Miami School of Business. **Training Director** - The Training Director has been the head of Retail for a publicly traded multistate operator with six dispensaries throughout Oregon and California with over 250 employees. He led and trained a team of 22 employees overseeing and directing all day-to-day operations. The Training Director developed standard operating procedures for all inventory-related functions while overseeing a budget of \$2 million annually and improved profit margins by 17%, and average monthly profits grew from \$5,000 to \$60,000 in 2 years. He was responsible for the company's highest-performing dispensary location's overall functioning and profitability. He obtained his Bachelor of Science in Business Management from Southeastern Louisiana University. He holds certifications in METRC, East Fork CBD, and Greenbits. **Security Director** - The Security Director has more than 30 years of retail

experience in Loss Prevention, Audit, Safety, and Risk/Emergency Management and was named one of the Top 100 ancillary companies in the cannabis industry. He is a licensed security consultant and Managing Partner for Sapphire Risk Advisory Group and is considered one of the leading authorities in cannabis security, armed robberies, and burglary investigations. Before his cannabis work, he was the former Director of Loss Prevention and Safety for EZ Corp and the Field Loss Prevention Manager at Sears. He obtained his Bachelor of Science in Criminal Justice from New Jersey City University. **Real Estate Director** - The Real Estate Director is an accomplished, self-made businessman with insurance operations in 100+ retail locations throughout the county. With foresight in an emerging market, in 2016, he began investing in the cannabis industry with operations and real estate holdings in Washington, Arizona, Oregon, Missouri, Michigan, and Ohio. He owns and operates ten cannabis licenses in 6 U.S. States. His multi-state cannabis operations have cultivated over 52 million grams of cannabis and 20 million grams of oil and dispensed 100 million grams of fully compliant, third-party laboratory-tested product to over 26,000 patients. He is an experienced real estate developer who understands the complexities of municipal and state facility compliance. **Marketing Director** - The Marketing Director's background includes digital and print marketing strategies for the largest grossing medical cannabis dispensary chain in Illinois, with revenues exceeding \$90 million annually. As the former Chief Marketing Officer of a cannabis dispensary, she oversaw and trained content creators and vendors who grew followers on Instagram and Twitter by 15,000 in six months, resulting in a 35% increase in online orders. She oversaw the product packaging development and labeling standards of 12 best-selling product lines in the market. Similarly, she spent years creating internal mechanisms for gathering and managing consumer and patient data in compliance with HIPAA regulations. She received a bachelor's degree in marketing and communication from the University of Illinois.

**Medical Advisory Board Chairman** - The Medical Advisory Board Chairman is a leading medical cannabis physician specializing in scientific and clinical applications of cannabis. He integrates guidelines and protocols to newly approved medical cannabis companies on cannabis product research and development. The Medical Advisory Board Chairman became licensed to recommend medical cannabis in Florida in 2016. Since then, he has consulted

with more than 10,000 patients, designed cannabinoid formulations currently in dispensaries, and has been the medical director for 3 of the state's dispensaries. He was formerly Surterra's Medical Director, which operates 45 dispensaries across Florida. After completing a dual bachelor's degree in biochemistry and cellular physiology from Fairfield, he continued his education at Duke University and then at Lake Erie College of Medicine. He graduated with dual degrees in a Doctor of Osteopathic Medicine and a master's in healthcare administration, later finishing a master's in business administration and a Master of Public Health. **Technology Advisor** - The Technology Advisor is the Co-Founder of MJ Freeway, the first Seed to Sale tracking system in the cannabis industry. He proposed seed-to-sale tracking to the State of Colorado in March 2010 as a method for diversion control and health and human safety. His software has transacted \$20B in cannabis sales in 33 states and 14 countries and translated into three languages. He was also Founder and CEO of C4EverSystems. The system is a hardware and software platform that integrates with the leading Seed to Sale providers. This system guarantees to deliver the banking validation necessary for the cannabis industry. This validation, in turn, allows operators to openly and legitimately bank. He graduated Summa Cum Laude from the University of Denver with a Bachelor of Science in Business Administration. **Products Advisor** - The Products Advisor is the former Chief Scientific Officer for Bloomfield Industries, where she led the product selection, formulation, laboratory build-out, hiring personnel, research, and development and was part of the executive management team. Before Bloomfield, she was the Director of Science for Dixie Elixirs, a Colorado medical cannabis license holder on the cutting edge of cannabis edibles and elixirs, where she managed the science team and was responsible for new product formulation, research and development, and education. She developed a product including a novel drug delivery system for oral use in treating Epilepsy and Cancer. During her tenure with Dixie Elixirs, she developed the #1 selling product for the company, as well as three (3) new product lines, which continue to sell in multiple markets across the United States. She obtained her Bachelor of Science in 2012 in Cell and Molecular Biology/Chemistry at the Metropolitan State University of Denver and the 2012 Student Undergraduate Researcher of the Year, awarded by the Colorado Space Grant Consortium (a NASA-funded agency).

### 9.6.5 Identification of Facility Location(s) and Function(s).

**Dispensing Sites** The Applicant has secured the following three dispensing sites (shown from left to right in images below): **(1)** 716 S McKenzie St, Foley, AL 36535; **(2)** 954 Gilbert Ferry Rd SE, Gadsden, AL 35904; and **(3)** 2046 St Joseph NW, Cullman, AL 35055.



The Applicant will perform all permitted functions for dispensary licensees at its dispensing sites, as outlined in **Chapter 8** of the Commission's Rules. Restricted functions comply with **Rule 538-x-8-.02-05**. The duties and requirements of these dispensing facilities comply with **Rule 538-x-8-.02-06**.

### 9.7 Description of Services

As will be described below, the Applicant will fully utilize its license authorization and the number of its permitted facilities by offering the following services and products, in accordance with **Rule 538-x-3-.11-3.h**. At all three of the Applicant's dispensing sites (all of which have been secured by the Applicant and approved by the local governing bodies), the Applicant will sell state-tested medical cannabis products to patients and caregivers. More specifically, pursuant to **Rule 538-x-8-.02-4.**, the Applicant's dispensing services and products will include: (a) The purchase and transfer of medical cannabis from a processor; (b) If a cultivator contracts with a processor to process its cannabis into medical cannabis on the cultivator's behalf, the purchase or transfer of medical cannabis from the cultivator; (c) The purchase and transfer of medical cannabis from an integrated facility; and (d) The dispensing and sale of medical cannabis only to a registered qualified patient or registered caregiver holding a valid, unexpired, and unrevoked medical cannabis card, and only within the sales area of the dispensing site. In fact, the Applicant has already established business relationships and supply agreements with several other prospective licensees including integrated facilities [REDACTED], cultivators [REDACTED]



[REDACTED]), and processors ([REDACTED]), (executed agreements found in *Exhibit 14*). The Applicant will continue to build relationships with suppliers in Alabama as the market matures. Most notably, the Applicant has secured a senior position to receive supply from a prospective integrated facility licensee that is one of the top three largest publicly traded cannabis companies in the world. This agreement will provide the Applicant with a trusted umbrella of proven branded products at extraordinarily low prices that will be passed on to patients to provide high quality, premium, safe, and affordable medical cannabis products.

Since the Applicant plans to utilize the full authorization of its license, the Applicant will sell every type of medical cannabis product permitted in Alabama, as described in **§20-2A-3(14)**. More specifically, the Applicant will acquire and sell the following medical cannabis products: (1) Tinctures; (2) Oral tablets; (3) Capsules; (4) Non-sugarcoated Lozenges; (5) Topical Balms; (6) Topical Cream; (7) Topical Gels; (8) Topical bath soaks; (9) Suppositories; (10) Transdermal Patches; (11) Nebulizers; and (12) Liquid or oil for administration using an inhaler. As stated above, the Applicant's major supplier already produces these products in medical cannabis markets, several of which have won awards for superior quality and satisfaction. The Applicant will ensure that all its medical cannabis products for sale are produced, packaged, and labeled in compliance with the requirements outlined in **Rules 538-x-6-.04, 538-x-6-.05, and §20-2A-62**. Below is a description of the medical cannabis products that the Applicant has agreements in place to sell, including benefits and pricing based on the data collected from 17 U.S. States in which these products are already sold. The lifespan of the following medical cannabis products is 12 months, and this is based on stability testing data that the supplier has accumulated over several years.

**Tinctures** - The Applicant will be supplied with and sell medical cannabis tinctures made by infusing a delicate blend of MCT oil with custom cannabis ratios and essence flavors that qualify under pharmaceutical grade excipients. The tincture formula provides the restorative benefits of THC, delicately flavored with sugar-free, pharmaceutical grade essence for discreet and easy dosing. This product is made by liquefying solventless THCa, and infusing it with a delicate essence, and MCT oil as a carrier. The benefits of medical

cannabis tinctures to patients include odorless; convenient; discreet; low-calorie; able to be used with diabetes or other dietary restrictions; and more. The retail price of tinctures will be \$■ per unit.

**Oral tablets** - The Applicant has also secured wholesale agreements to acquire and sell oral tablets that each have 2.5mg of THC, CBD, or other cannabinoids, in varied ratios to help patients find the perfect balance. There will be a total of 40 tablets per bottle. The medical cannabis oral tablets will contain varying ratios of cannabinoids from the highest quality all-natural sources that will give patients effects suitable for powerful, targeted pain relief. The benefits of oral tablets include being discreet and easy to use; providing very small doses of perfectly blended customized cannabinoid ratios; and experiencing symptom relief in the gentlest of doses. The retail price of oral tablets will be \$■ per unit.

**Capsules** - The Applicant also has supply agreements to dispense medical cannabis capsules. Capsules are for patients who prioritize a smoke-free, consistently dosed format that is both long-lasting and fast-acting. The capsules are made with patent-pending Evolve encapsulation technology to make cannabinoids water-soluble, and therefore, more absorbable. This dramatically improves both onset time and overall bioavailability, creating a highly effective THC capsule. This product will be available in 30 capsule bottles of approximately 10 mg of THC per capsule. The retail price of capsules will be \$■ per unit.

**Non-sugarcoated Lozenges** - The Applicant will also sell non-sugarcoated lozenges that burst with a natural peach flavor, made with only pharmaceutical grade excipients. Lozenges deliver medical cannabis that slowly melts in the patient's mouth. The hard texture allows patients to truly savor the peach flavor, and benefit from sublingual activation of cannabinoids, which may hasten the onset of effects. Infused with premium cannabis distillate, the peach flavor formulation effectively masks the taste and smell of cannabis. The formulation yields consistent dosing, reliable effects, and an exceptionally tasty gluten-free and vegan-friendly medical cannabis product. The Applicant will sell lozenges with 10 and 25 mg of THC. The retail price of non-sugarcoated lozenges will be \$■ and \$■ per unit, respectively.

**Topicals** – The Applicant will also be supplied with and sell medical cannabis topicals that blend the highest quality medical cannabis with sustainably sourced ingredients from around the country, while ensuring that only pharmaceutical grade excipients are used. The Applicant will rigorously inspect every batch to ensure only the highest standards of quality. Topicals benefit patients who are seeking localized relief. Similarly, the Applicant will sell topical gels, which is a transdermal medical cannabis product that delivers cannabinoid gel through the skin and directly into the bloodstream, thanks to the patented EnCaps™ technology. This cutting-edge delivery method provides patients a metered application of cannabinoids, free of both smoke and inhalation. Because it is balanced with both THC and CBD, the 1:1 formulation is an ideal macrodose treatment for a wide variety of symptoms. The product provides a discreet, metered pump for transdermal gels. It delivers a 15 mg dose per pump and is small enough to fit in the patients’ pockets. The Applicant will also sell topical bath soaks that use only pharmaceutical grade excipients and contains cannabis oil infused with all-natural ingredients. This deeply comforting method of relief transforms any bath into the ultimate self-care experience. The retail price of topicals will be \$█ per unit.

**Suppositories** – The Applicant's supply agreement includes suppositories that are made with pharmaceutical grade cocoa butter and full spectrum oil. Suppositories are fast to absorb and deliver intense pain relief. These are a great product for patients with Crohn’s Disease and any localized pain in the area. The Applicant will sell suppositories in varying cannabinoid ratios, including but not limited to: (a) THC: 25 mg; (b) THC: 50 mg; and (c) THC: 12.5 mg / CBD: 12.5 mg. The benefits to consumers of suppositories include direct insertion which allows for quick absorption and faster relief. Suppositories are also ideal for those who cannot, or will not, take oral medication. The product uses proprietary water-soluble nano technology allowing cannabinoids to pass easily through the blood membrane. The unique nanotechnology manufacturing process makes the cannabinoids in suppositories up to 90% bioavailable, compared to 10-15% bioavailable produced without nanotechnology. The retail price of medical cannabis suppositories will be \$█ per unit.

**Transdermal Patches** - Additionally, the Applicant will be supplied with and sell medical cannabis transdermal patches that are an ideal option for patients seeking smoke-free,

steady-release medical cannabis. Because it is balanced with both THC and CBD, the 1:1 formulation is an ideal treatment for a wide variety of ailments. Importantly, patients enjoy this formulation because it offers the synergistic blend of both compounds. In creating the transdermal patches, the Applicant's supplier combined industry-leading formulations with state-of-the-art, patented encapsulated delivery methods. Resultantly, the transdermal patch provides unmatched cannabinoid permeability, distributed in a controlled 72-hour release at 0.24 mg per hour. When removed, effects subside in 30 minutes. Finally, transdermal patches are engineered for use in everyday life, they can be worn discreetly beneath clothes as well as in the shower. The retail price of transdermal patches will be \$ [REDACTED] per unit.

**Nebulizers** - The Applicant's wholesale supply agreements will provide the Applicant with medical cannabis nebulizers to sell. The nebulizer enables non-smokers to enjoy medical cannabis free of cannabis odors and tastes. The benefits of the nebulizer, as reported by patients, include: (a) Fast and precise delivery of smoke-free and oil-free medical cannabis; (b) extremely gentle delivery with no cannabis taste, odor, or flavor; and (c) discrete, quick, and timely delivery of water-based medical cannabis applications and products. Additionally, the nebulizer is a customized and state-of-the-art technology that ensures efficient delivery of medication and water based cool mist that is: (1) a virtually silent operation; (2) extremely compact and portable; (3) powered by a single set of AA batteries; (4) compatible with an available optional AC adapter; and (5) made with medical grade and BPA-free components. The Applicant will sell nebulizers with varying ratios of cannabinoids to provide patients with a wide spectrum of therapies. The retail price of nebulizers will be \$ [REDACTED] per unit.

**Inhalers** - Lastly, the Applicant will sell liquid or oil for administration using an inhaler. Specifically, the Applicant will be supplied with and sell medical cannabis inhalers, which are a familiar and easy-to-use device. It is used just like a traditional inhaler and provides an ideal solution for the fast, controlled delivery of medical cannabis. The device optimizes dosing and reduces the harshness seen with other inhalers, while also helping patients avoid the smells that come with cannabis. The 400 mg THC Inhaler delivers a metered dose with

each usage. To this end, it wastes no medicine, while also giving patients reliable and predictable results. The THC formulation also presents a fast-acting micro dose solution when needed. The retail price of the medical cannabis inhaler will be \$ [REDACTED] per unit.

**Additional Pricing Data** – In general, medical cannabis products purchased from other licenses will be marked up [REDACTED] to determine their retail price, as is the industry standard for medical cannabis dispensaries. The Applicant’s pricing model will give patients the highest accessibility to products at affordable prices. **Benefits to Consumers** The benefit of each medical cannabis product type (oral tablets, transdermal patches, lozenges, etc.) that the Applicant will sell was meticulously detailed above. Additional benefits of the Applicant’s dispensing services include increased patient access, since the Applicant strategically chose its dispensing sites to provide the most access to as many Alabama medical cannabis patients as possible. Beyond the direct benefits to consumers of the medical cannabis products themselves, the Applicant will also benefit consumers by offering discounts to veterans and qualified social equity individuals. Additional benefits from the Applicant’s dispensaries will include product variety, quality, competitive pricing, educational resources, presentations, and patient take-home literature. By expanding the Applicant’s product offering to include other licensees’ products, the Applicant also benefits patients by providing a wider spectrum of therapies to treat various qualifying medical conditions, as described in **§20-2A-3(21)**.

## **9.8 Advertising/Marketing Analysis and Strategy**

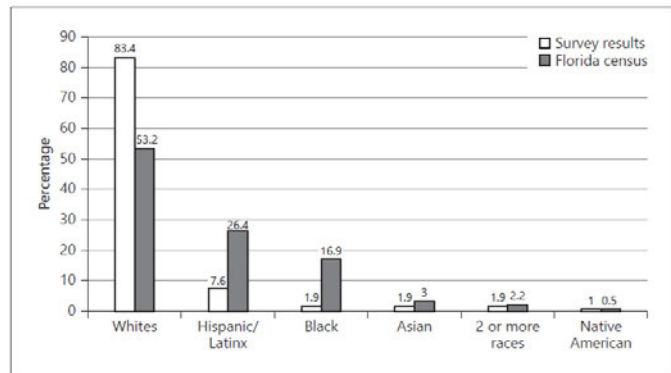
To effectively advertise and market to the Alabama medical patient population, the Applicant has conducted a thorough analysis of the market. The results from such an analysis were used as the foundation of the Applicant’s strategy for advertising and marketing in Alabama, as discussed below.

### **9.8.1 Advertising/Marketing Analysis**

First, the Applicant started by analyzing the market for qualifying medical conditions in Alabama as described in **§20-2A-3(21)**. As part of the analysis, the Applicant also collected data related to Alabama patient demographics, patterns of use, successes/failures of treatment, and more. Given the large similarities and crossover between the Florida and

Alabama medical cannabis program and patient demographics, ethnicity, income, and overall market, the Applicant also cross-referenced data collected from the Florida market (as reported by Rosenthal et al. 2021) as a comparison for its analysis. The Applicant's analysis indicates that patients are anticipated to use medical cannabis to treat musculoskeletal disorders and spasms (48.4%), chronic pain (45.4%), cancer (15.5%), and psychological disorders (including PTSD) (23.2%). Almost 73% of patients reported at least some improvement of their condition since initiating treatment. To draft an effective advertising and marketing plan, an

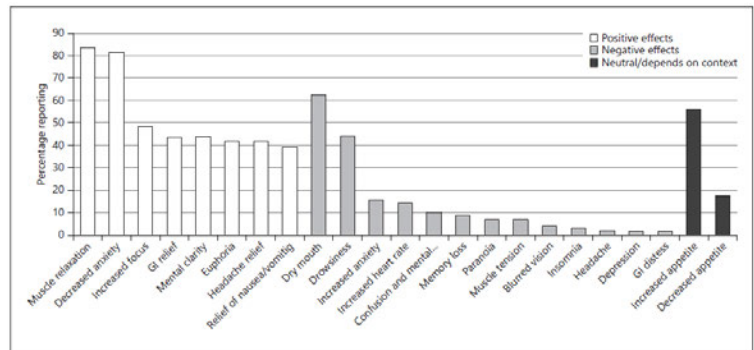
analysis was conducted of other similar markets. Regarding occupational status, 45.2% patients indicated working full time, 30.6% patients indicated being disabled, 20.4% patients indicated being retired, 9.6% patients indicated



working parttime, 8.9% patients indicated being a student, and 4.5% patients indicated being unemployed. Similarly, regarding the race and ethnicity of medical cannabis patients, the Applicant found that Caucasians were overrepresented, and minorities were underrepresented (as depicted in the chart above). Also, 59.2% of medical cannabis patients were identified as female.

The Applicant's analysis concludes that almost all patients surveyed reported using medical cannabis every day. Similarly, medical cannabis patients reported spending an average of \$323.6 on medical cannabis products at dispensaries over the course of 1 month. When asked which route of administration they currently prefer, medical cannabis patients reported the following: vaporizer/oil: 81.5%; smoked flower: 69.4%; tincture drops: 56.7%; edibles: 47.1%; vaporizer/ dry flower: 29.9%; lotion: 34.4%; capsule: 24.2%; patch: 19.7%;

soft gel: 5.7%; tablet: 4.5%; and others: 5.7%. Patients also reported any possible side effects of their medical cannabis use from a list provided, as depicted in the table on the above.



In addition to the external market

analysis, the Applicant also conducted an internal analysis to determine the best advertising and marketing strategy for the Alabama market. Below are the findings from the Applicant's SWOT analysis: **Strengths** The company was founded by two Alabama pharmacists with the intent to help patients. The Applicant has access to incredible human and financial resources in over 13 operating states with more than 300 employees. Having built and operated successful dispensaries across the nation, experience, talent, and strategy are key strengths. Brands, workflows, operating procedures, and protocols are utilized and perfected in other similar markets. **Weaknesses** With only a handful of licenses within the market, the Applicant could struggle with obtaining products from vertical operators that refuse to wholesale to competing dispensaries. To address this weakness several supply agreements from other applicants are executed. **Opportunities** Since Alabama has not yet introduced medical cannabis to the market, being one of the first companies to supply much needed medical cannabis and starting the medical cannabis education process with patients is a substantial opportunity. Through our experience in other states, we have a wealth of knowledge about the medical properties of cannabis that we are anxious to share with our new patients. The result from the external analysis provides the Applicant an opportunity to tailor its marketing and advertising to address the needs, personalities, and demographics of the Alabama market. The locations of our dispensing sites is an opportunity to bring needed medical cannabis to patients in areas that might not otherwise have access. **Threats**

Other dispensary licensees will compete for patient business and, to the extent they garner market share, are a threat. To combat this threat, the Applicant must run efficient and scalable operations and continue to bring new and innovative products to the market that are unique, effective, and safe. All of this will be supported by the advertising and marketing

strategy outlined below. Lack of adoption of the use of medical cannabis as treatment for qualifying conditions is a threat. Cannabis use, in some communities, continues to be stigmatized. As a recently legal medical treatment, it is incumbent upon us to educate patients and potential patients, through our marketing and advertising strategy below, about the efficacy of medical cannabis to treat qualifying conditions. The greatest threat is the black market, whose growers and sellers have none of the costs associated with cannabis sold in a licensed market and sell cannabis cheaply, including smokable flower, which many patients in other states prefer. Educating patients about the benefits of clean, tested cannabis and the purity and effectiveness of our medical grade cannabis products can combat this threat, at least partially. Providing real medical cannabis products, such as tinctures, capsules, and other types of products not generally available on the black market will also combat this threat

### **9.8.2 Advertising/ Marketing Strategy**

The Applicant's advertising and marketing strategy, including branding, product selection and pricing, are based upon an analysis of the Alabama market. While the analysis indicates that previous surveys have found males to be more highly represented among medical cannabis patients, the Applicant's analysis indicates 59.2% of medical cannabis patients in a comparable market (Florida) were identified as female. Applicant's advertising and marketing strategy, therefore, is based on gender neutral branding and messaging. Similarly, the results show that the majority of medical cannabis patients tend to be Caucasian. Thus, the Applicant's strategy will be tailored to the Caucasian demographic, while also implementing strategies that directly increase and engage underrepresented groups to capture untapped market share. As mentioned above, the majority of medical cannabis patients prefer inhalation (smoking and vaping) followed by tinctures and edibles as their route of administration. For this reason, the Applicant will focus on marketing the nebulizer and inhalers described in Sections 9.7 to cater to this major market segment. The results from the analysis also suggest that medical cannabis programs underserve those with limited income. The analysis suggests that the median amount of money patients spend on medical cannabis a year is \$ [REDACTED]. Given that the median household income in an Alabama



household is \$54,943, medical cannabis expenses would account for [REDACTED] of the patient's income. As such, the Applicant will provide ample choice of products at lower price points to fully serve the medical cannabis patients of Alabama by allowing patients to afford enough medical cannabis to treat their ailments without it being financially detrimental. While the market analysis indicates that many patients felt they received adequate information from their physicians, a significant minority did not. For this reason, the Applicant has developed and will allocate significant resources towards its educational marketing material for the medical cannabis patients of Alabama, including devoting resources to the patient education within its website.

Prior to the launch of advertisements or marketing campaigns, the Applicant will seek pre-approval pursuant to **Rule 538-x-4-.17-1.** through **538-x-4-.17-4.** All placement of campaigns will adhere to **Rule 538-x-4-.17-5.** complying with the restrictions of **Rule 538-x-4-.17-6.** The Applicant will provide a marketing and advertising plan in compliance with **Rule 538-x-9-.03-3.k.** and intends to provide the Commission with examples of any specific advertisements. Applicant's website and other social media presence will comply with **Rule 538-x-4-.17-7.,** while advertising and marketing in general will comply with the restrictions outlined in **Rule 538-x-4-.17-8.** and the **Act §20-2A-61.**

### **9.9 Community Engagement Plan**

The following Community Engagement Plan describes all efforts that have been and will be made to foster the Applicant's relationship with, involvement in, and commitment to the communities (including municipality or county) in which the Applicant intends to locate a facility within the next three years. The Applicant has already secured three dispensing sites, as described in Section 9.6.5, and has already begun taking actions to positively impact the community (city and county) of each of its facilities, as evidenced by the letters of intent and support between the Applicant and various community organizations provided below. Within the original submission, three signed letters of intent containing community benefit commitments were pledged with the Mary G. Hardin Center for Cultural Arts, Gabriel House of Care, and Cullman Caring for Kids. In summary, up to **10% of profits** will be earmarked for local donations to the organizations and initiatives outlined above for each community in

which Applicant's facilities are located. Total community impact is estimated between \$250,000-\$1,000,000 annually. Additionally, the Applicant will provide full-time employees up to two (2) paid days off per year to volunteer for local organizations and toward supporting community initiatives. The Applicant anticipates **volunteering a minimum of 100 hours** during each of the first three years of operations and expects that number to increase annually as staff numbers increase. In addition to county and city support, the Applicant will support the following statewide initiatives: **Education** While the Applicant believes in the therapeutic benefits that cannabis provides, it also recognizes the potential harm and risks associated with consuming cannabis at an early age. For this reason, the Applicant intends on hosting monthly community meetings for parents and their teens/children to educate them on the potential harms of cannabis use. Educating teens/children at an early age will hopefully prevent them from developing any cannabis abuse problems. **Drug Abuse** The Applicant intends to donate to the drug abuse centers, such as the Aletheia House which offers residential/inpatient treatment and outpatient services in Birmingham, AL. **Minority Initiatives** The Applicant is an equal opportunity employer that values the diversity of our employees and communities in which we operate. The Applicant intends to donate to the National Association for the Advancement of Colored People, the Advancement Project, and the Center for Constitutional Rights. These charities campaign for racial equity and promote equal rights for people of color and ethnic minorities. **Veteran Causes** The Applicant will collaborate with the *Alabama Department of Veterans Affairs (ADVA)*, to develop an internship program aimed at providing veterans employment opportunities in the cannabis industry. Similarly, the Applicant will support and partner with the Wounded Warrior Project by supporting Veteran programs in mental health, career counseling, and long-term rehabilitative care. The partnership with the Wounded Warrior Project will include: (a) **Internship Program** This program gives veterans real world cannabis experience and a potential career path in a new industry. The Applicant intends to employ 5-10 veteran interns per quarter, the program will help aid in all areas of cannabis knowledge tailored toward the veteran's career preferences; (b) **Donations** Upon issuance of the license, the Applicant plans to provide an initial grant down payment of \$10,000 USD and an additional grant of up to \$50,000 a year for five years; and (c) **Diversity and Inclusion** At least 50% of the veterans selected for the internship program will be those of

minority heritage. Beyond the community engagement plans outlined above, the Applicant will continuously work with local organizations and the local governing body to identify areas of support that would benefit the communities the most.

## **9.10 Environment Impact Plan**

The following Environmental Impact Statement outlines the anticipated impact of each of the Applicant's proposed operations, per facility, on the local environment (9.10.1); the Applicant's efforts and plans to foster cooperation and compliance with agencies providing environmental oversight (9.10.2); and steps the Applicant has and will take to eliminate its carbon footprint (9.10.3) and maintain a positive environmental profile in each community (9.10.4).

### **9.10.1 Anticipated Impact of each of the Applicant's Operations, per Facility**

Retail locations will have minimal impact on the environment. Only 14.3 kilowatt-hours (kWh) of electricity and 30.9 cubic feet of natural gas per square foot of retail space are consumed annually (mostly in bathrooms and lighting). On average, less than 400 gallons of water are consumed. The Applicant provides countermeasures to reduce its carbon footprint and environmental impact of its operations, per facility, and described below in Section 9.10.3. First, the Applicant will describe its plans for fostering a cooperative relationship with environmental agencies at the federal, state, and local level.

### **9.10.2 Fostering Cooperation with Federal, State, and Local Agencies**

To foster cooperation and compliance with federal, state, and local agencies providing environmental oversight, the Applicant has designated its Chief Compliance Officer to serve as its Environmental Impact Liaison. This liaison will serve as the direct line of communication between the Applicant and all agencies providing environmental oversight, including, but not limited to, **federal** (U.S. Environmental Protection Agency, Department of Energy, U.S. Department of Agriculture, Department of Interior, and more); **state** (Alabama Department of Environmental Management); and **local** (City of Foley's Environmental Department, Environmental Unit of Etowah's County Office, and Cullman County's Health

Department). The Applicant will cooperate with the EPA to work with federal, state and local partners to monitor and ensure compliance with clean water laws (i.e. Clean Water Act), clean air laws (i.e. Clean Air Act), and regulations related to the use or disposal of chemical substances (i.e. Toxic Substances Control Act). At the State level, the Applicant will cooperate and collaborate with the Alabama Department of Environmental Management (ADEM) to ensure compliance with Alabama environmental laws, including but not limited to solid waste management in the State (via the Solid Wastes Disposal Act). Similarly, the Applicant will engage the University of Alabama to conduct an environmental compliance review (ECR) on an annual basis to ensure the operation of each facility is in complete compliance with all applicable environmental regulations. The Applicant will also comply with all local ordinances related to sewage and other environmental standards. The Environmental Impact Liaison will maintain an active relationship with these environmental oversight agencies, publishing monthly reports to the public and these agencies describing the impact of Applicant's operations on the environment for each of its facilities, measures taken to reduce its carbon footprint, and efforts made to maintain a positive environmental profile in each community of each of all three of its facilities.

### **9.10.3 Reducing Carbon Footprint**

Section 9.10.3 outlines how the Applicant will reduce its carbon footprint, starting with actions already taken and then describing plans for the future.

#### **9.10.3.1 What Has Been Done to Reduce Carbon Footprint**

One of the most impactful ways to reduce the Applicant's carbon footprint is by choosing a site in which carbon reduction measures can be implemented. The Applicant worked with architects and engineers who have demonstrated experience in green building design to guide strategies for energy and water efficiency. The existing sites were chosen so the environmental impact is minimal. The Applicant has also had an energy audit performed on all three of its facilities and met with a sustainability consultant to obtain recommendations for reducing future energy usage and meeting the Applicant's green goals. The Applicant has

also begun negotiations to install solar-powered panels at its facilities to provide alternative energy.

### 9.10.3.2 What Will be Done to Reduce Carbon Footprint

This section focuses on the future plans of the Applicant to reduce the carbon footprint of each of its facilities. **Incentivizing eco-friendly practices and educating staff on sustainability** - The Applicant will educate its employees on green practices and provide incentives to employees who participate in practices aimed at reducing the carbon footprint, including subsidizing public transportation. The Applicant will also encourage employees to participate in local green activities and will offer 16 hours annually of paid leave to employees who participate in company-supported environmental initiatives. The Applicant will offer incentives to encourage employees to reduce, recycle and reuse paper, cardboard, plastic, glass, and aluminum. Similarly, the Applicant will install Elkay Water Drinking Fountains and water bottle refilling stations at its facility to motivate the use of reusable drinking containers. **Renewable energy** - The Applicant plans to supply approximately 20% to 30% of its electricity demand through solar energy. The Applicant has engaged an Alabama-based solar design and build firm to construct the solar system for their facilities. The Applicant will work with the local utility provider and shall designate a significant portion of its energy bill to Renewable Energy Certificates (RECs), also known as renewable energy credits (RECs).

**Lighting** - To reduce energy consumption from lighting, the Applicant will install energy-efficient Light Emitting Diode (LED) lighting for all interior light fixtures, and sustainable, solar-powered commercial LED streetlights for all exterior light fixtures. LED fixtures use only 6 to 9 watts and can reduce electricity usage up to 70% compared to the traditional high-pressure sodium (HPS) or metal-halide (MH) lamps. All lights will be outfitted with either timers or sensors so that lights are turned off when not needed. **Waste reduction and Recycling Plan** - All employees will be required to undergo training on waste management and how to identify and segregate recyclable materials. In addition, the Applicant will accept from consumers their recyclable product packaging, and the Applicant will recycle the material at their facility. Also, the Applicant will seek local businesses that can utilize

recyclable waste, such as plant-based paper and plastic packaging businesses who are able to salvage it for other uses. To reduce the Applicant's paper waste, email and other direct messaging services will be the primary channel. The Applicant will also utilize composting services to collect and process organic material in nutrient-rich soil.

**Sustainable Packaging and Storage materials** - The Applicant will use biodegradable and recyclable green-packaging for all storage, handling, and packaging needs for internal operations. The Applicant will reuse all internal packaging material for as long as those materials remain functional to reduce the consumption of unnecessary resources. The Applicant will also focus on the durability of the packaging so that consumers can reuse the packaging after the product is consumed. To further support this, the Applicant will develop incentives for customers to return recyclable product packaging and materials, such as product discounts and rewards. For example, the Applicant will offer a small discount to customers that bring a bag for carrying purchased products or for returning reusable product packaging. **Vendor Selection** - Whenever possible, the Applicant will source material locally to reduce transportation pollution and the carbon footprint involved in importing goods over long distances. Additionally, the Applicant will prioritize and switch to suppliers that use sustainable packaging and labeling, and by doing so, encourage vendors to be less wasteful in their packaging.

**Carbon Offset** - The Applicant will implement carbon offsets by reducing its greenhouse gas emissions and increasing its carbon storage to compensate for emissions occurring from its facilities. This will be accomplished through a rigorous tree planting program developed by the Applicant as well as through land restoration. A single mature tree can offset nearly 50 pounds of carbon dioxide per year. Additionally, the Applicant will support a 25-year improved forest-management project designed to protect forests previously designated, sanctioned, or approved for commercial logging in Alabama. **Equipment selection** - The Applicant will select eco-friendly equipment to minimize its electricity usage. When selecting equipment, the Applicant will use equipment certified with the Energy Star seal, whenever feasible. Additionally, the Applicant will institute policies that require employees to turn off equipment that is not in use. Within the restrooms, the Applicant will install energy-efficient

hand dryers to reduce the use of paper towels. **EPA Energy Star Certification** - The Applicant plans to achieve the EPA's Energy Star Certification for all facilities within the first 18 months of operation. The Applicant will collaborate with the EPA to reach and maintain Energy Star Certification, and to continuously work towards pushing the Applicant's operations towards a greener and more environmentally responsible facility. As part of the Applicant's remodeling process, the installation of new insulation to achieve R20 rating, exceeds the U.S. Department of Energy's recommendation. Better insulation will also reduce the amount of energy needed to heat and cool the facility.

#### **9.10.4 Maintaining a positive environmental profile in each community**

**Preventing Noise Pollution** - To maintain a positive profile in each community, the Applicant will take several actions to minimize the noise that emanates from the facility. The Applicant will ensure that all outside generators and other mechanical equipment shall be enclosed and have appropriate baffles, mufflers, and/or other noise reduction systems to mitigate noise pollution. The Applicant will engage a local acoustical engineer to assist in designing the sound barrier walls during the construction of the facility. The interior soundscape shall be managed through acoustical tiles made from recycled material and decorative plants. **Preventing Air Pollution** - The Applicant will equip its facility with a ventilation system sufficient in type and capacity to contain and mitigate cannabis odors emanating from the interior of the facility. The HVACs are exhaust will not discharge cannabis any odors that can be perceived by any adjacent property owner or within an adjacent right of way. **Preventing light pollution** - The Applicant recognizes that light pollution can disrupt natural habitats and have a negative impact on human health. The following tactics will be implemented to reduce light pollution: (a) Install LEDs with warm-colored bulbs (CCT < 3,000 K; S/P ratio < 1.2) for exterior lighting fixtures; (b) Install motion sensors and timers to reduce illumination at unnecessary times; (c) Shield the light source to minimize glare and light trespass; (d) Use Full Cutoff Light fixtures that shine light down onto the ground where it is needed and does not result in light projecting beyond the area being lit; (e) Turn off unnecessary indoor lighting at night; (f) Avoiding blue lights at night; and (g) When possible, the Applicant will choose to purchase light fixtures that are

International Dark Sky Association certified. The actions above will ensure the Applicant maintains a positive environmental profile in each of its communities. Preventing Nuisance Odors - The Applicant shall ensure that no odor of cannabis escapes its dispensing sites through the use of the following: (a) properly sealing the building envelope during reconstruction; (b) utilizing inline activated carbon filtration, with a minimum of 1 inch pleated filters, within the HVAC system and the performance of routine maintenance; and (c) weekly inspections by a newly arriving employees of the perimeter of each dispensing site to ensure cannabis odor is not perceptible outside the facility.

### **9.11 Insurance Plan**

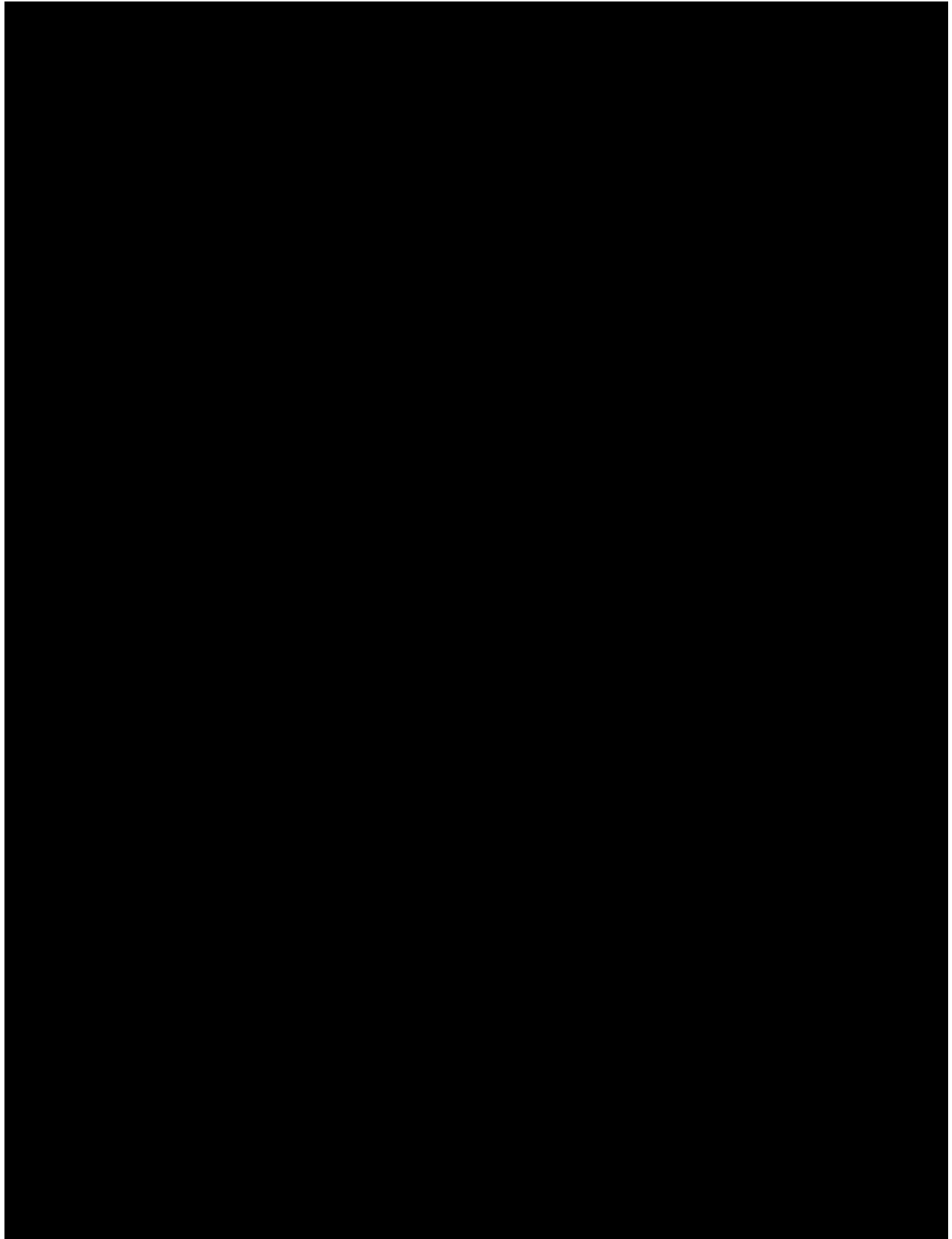
The Applicant's insurance plan is exemplified by the declaration's pages from an A-rated insurer, (identified as "Declaration's Pages Attachment to Exhibit 9, Section 9.11") Only page one was provided of the two declaration pages due to page count restrictions. A letter of intent was provided with the original submission but was removed to remain within the page count, however, since the insurance was obtained, a letter of intent would not be required. The Insurance Plan includes insurance for casualty, workers' compensation, and liability, in compliance with **Rule 538-x-3-.05-3.m.(15)(k)** and **§20-2A-53(a)(2)**. The Applicant has obtained all the necessary insurance coverage to operate a safe and secured medical cannabis dispensary in Alabama.

### **Conclusion**

In conclusion, the Applicant intends to exceed all Commission requirements while providing the most comprehensive care to optimize positive patient outcomes. A team of **diverse** cannabis and healthcare superstars will lead the organization, guided by the principles of wellness. Financial, operational, and strategic aspects of the project are well underway, and the Applicant presents a clear plan to help patients of Alabama fight their ailments. The Applicant proudly qualifies as a minority managed company under the requirements of **§20-2A-51.(b)**. and **538-x-3-.05.3.n**.



**Declaration's Pages - Attachment to Exhibit 9, Section 9.11**



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

## Verification

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

Nidhal Zeer

Owner | Chief Investment Officer



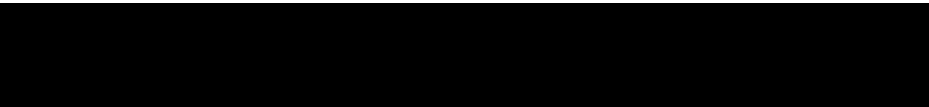

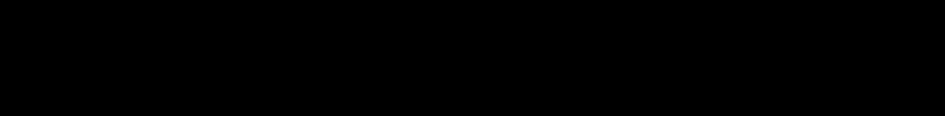


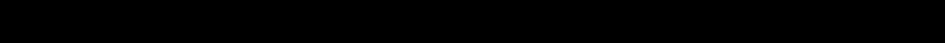
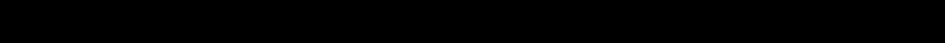
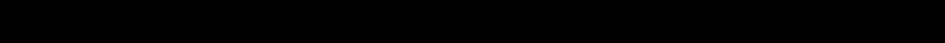
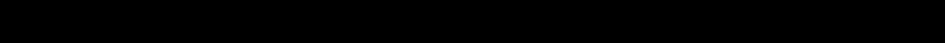

\_\_\_\_\_  
Printed Name of Verifying Individual

\_\_\_\_\_  
Title of Verifying Individual

Nidhal Zeer  
Signature of Verifying Individual

12/27/22  
Verification Date

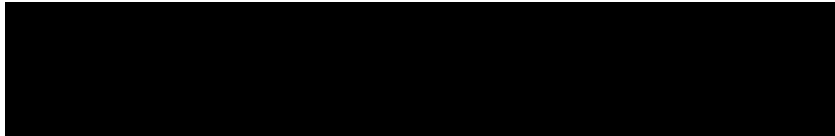
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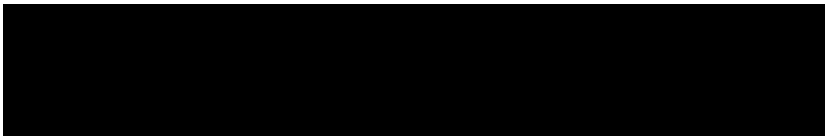
**1. Introduction**

The Applicant has already established significant business relationships with other licensees and prospective licensees, as evidenced by the attached contracts, contingent contracts, or memoranda of understanding. More specifically, the Applicant has established business relationships with the following:

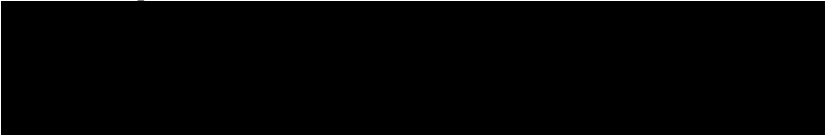
- Cultivators:



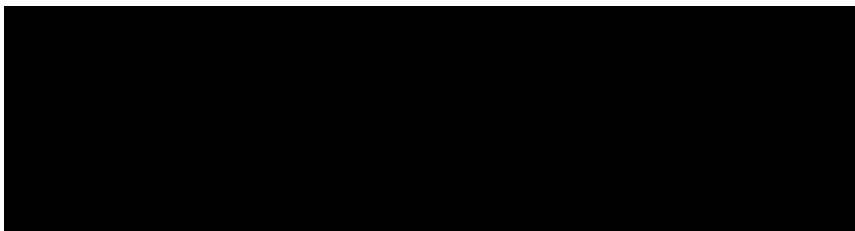
- Processors



- Secure Transporters



- Integrated Facilities

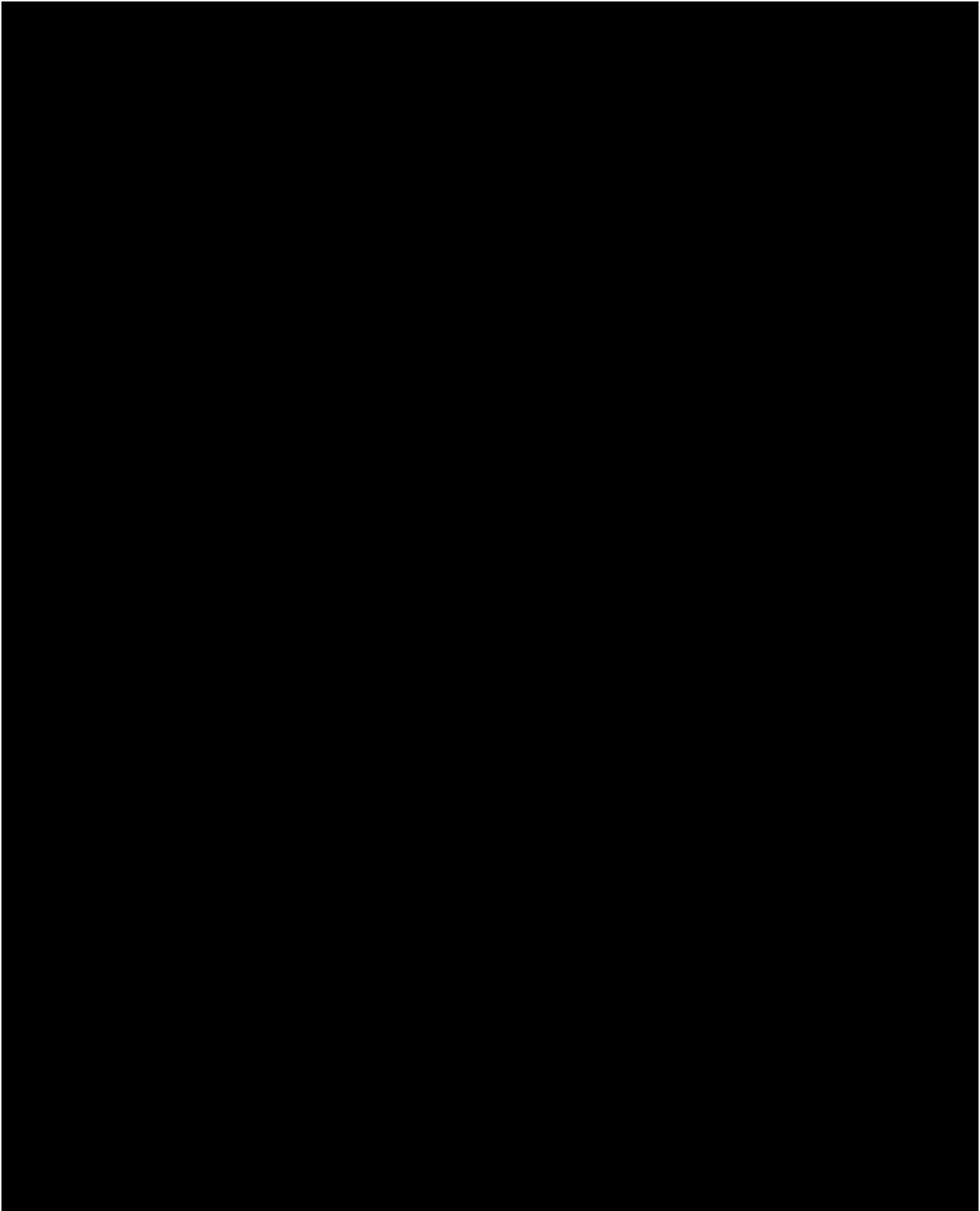


- State Testing Laboratories



Below are copies of all contracts, contingent contracts, or memoranda of understanding between the Applicant and the prospective licensees listed above. Additionally, the Applicant also provides exemplars of actual agreements it may use in the future with other licensees (see Section 10.7). By drafting the actual contracts at this stage, the Applicant can move expeditiously to solidify proposed relationships with the prospective licensees that are awarded licenses.

**10.1 Contracts with Cultivators**



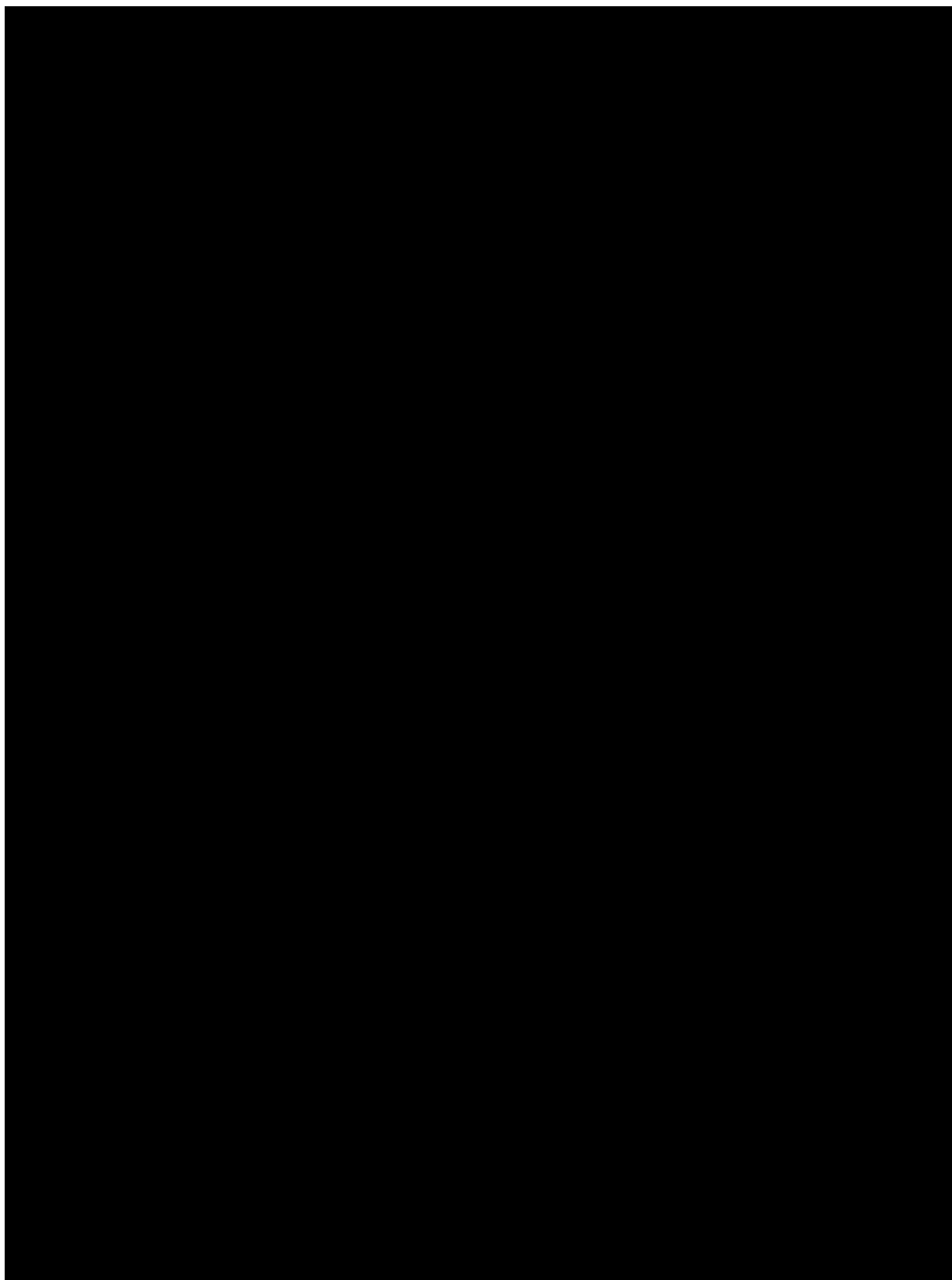








**10.2 Contracts with Processors**



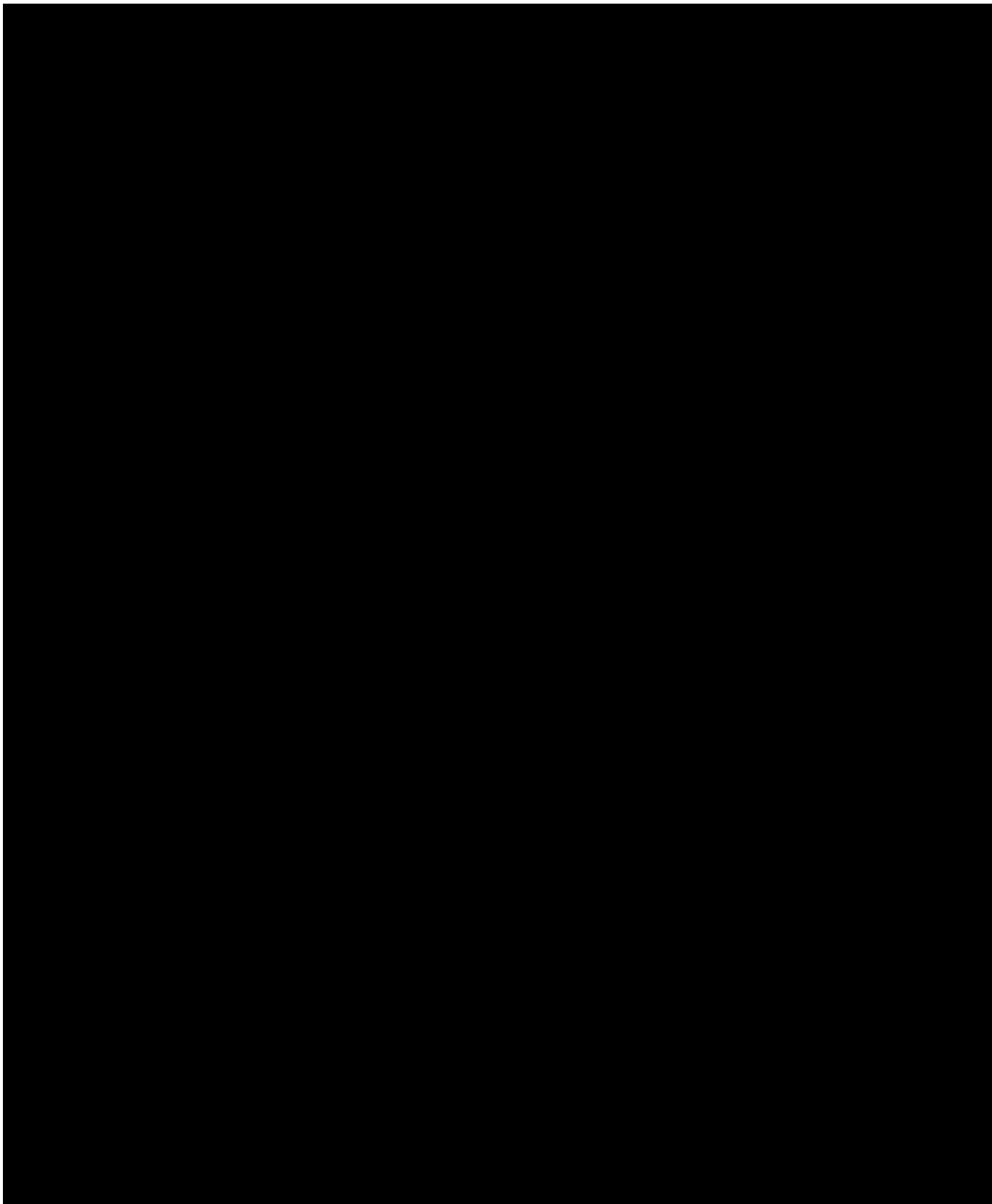








**10.3 Contracts with Secure Transporters**



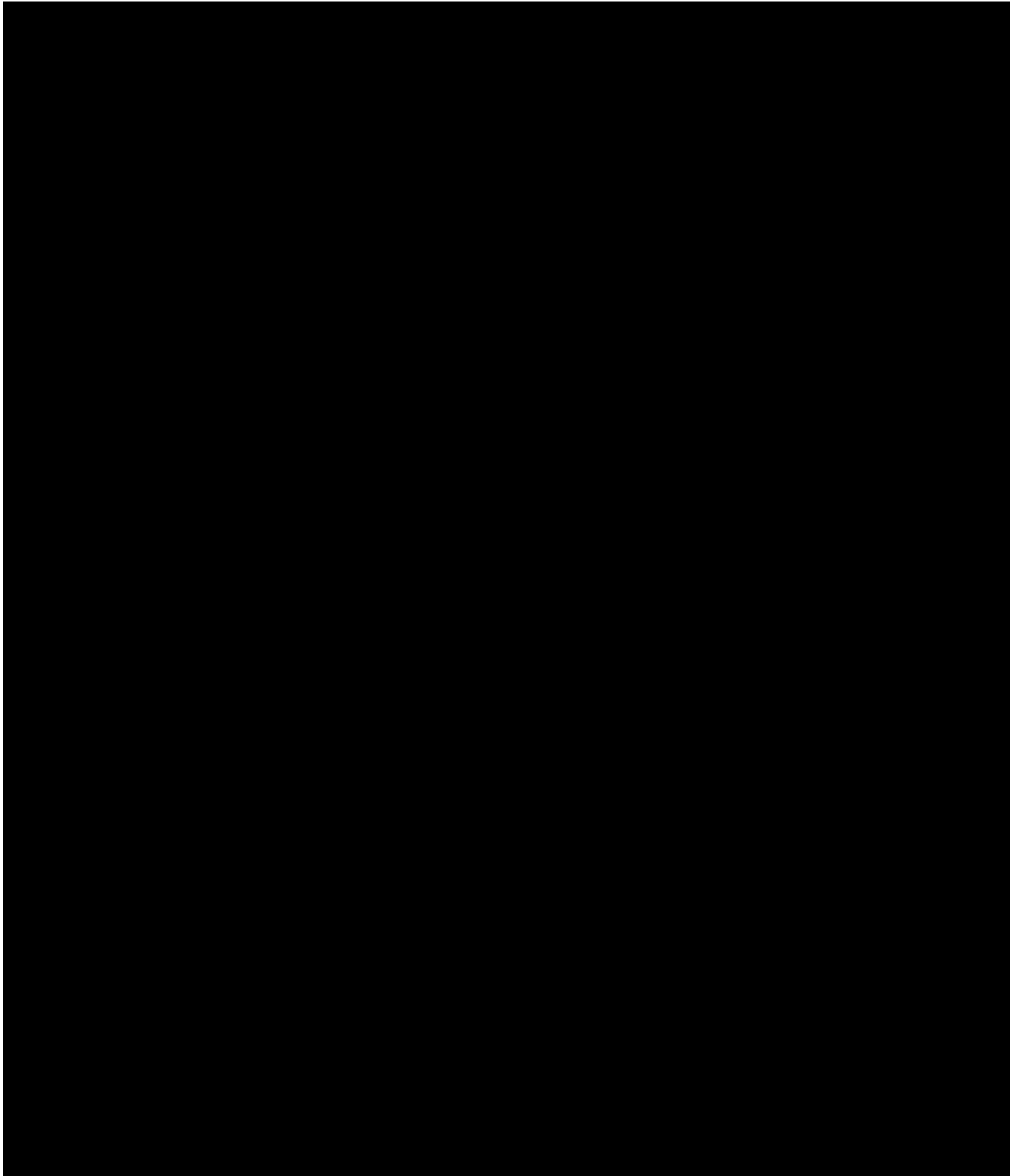








**10.4 Contracts with Integrated Facilities**



























## **10.6 Exemplars of Contracts**

In addition to the executed agreements above, the Applicant also provides exemplars of contracts that may be used between itself and other licensees.

### **10.6.1 Wholesale Supply Agreement**

The following contract will govern wholesale purchases from other Licensees. This contract will work for the following purposes:

1. The purchase of medical cannabis products from Cultivators
2. The purchase of medical cannabis products from Processors
3. The purchase of medical cannabis products with Integrated Facilities

All purchases and sales of cannabis and medical cannabis follow the duties and restrictions outlined in **Chapter 8** of the Commission's.

**SUPPLY AGREEMENT**

This supply agreement (the "Agreement"), effective as of \_\_\_\_\_, 2022 (the "Effective Date") is made by and between Applicant, LLC, an Alabama limited liability company with its principal place of business located at [ADDRESS] and its corporate headquarters located at 415 N. Dearborn St., 4<sup>th</sup> Floor, Chicago, IL 60654 (the "Supplier") and [PURCHASER], a [STATE] [ENTITY], with its principal place of business located at [ADDRESS] (the "Purchaser"). Purchaser and Supplier sometimes are referred to collectively as the "Parties" and individually as a "Party."

**WITNESSETH:**

**WHEREAS** Supplier currently supplies and distributes certain marijuana products (the "Products") in Alabama under various brand names (collectively, the "Brand"), as well as in "raw" form;

**WHEREAS** Supplier, for the price and subject to the terms and conditions contained herein, is prepared to sell and deliver to Purchaser, on an ongoing and non-exclusive basis, and Purchaser is prepared to buy on this basis from Supplier, certain Products; and

**WHEREAS** the Parties intend for this Agreement to serve as a master document setting forth the terms and conditions upon which Supplier may sell and Purchaser may purchase Products during the term of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, duly received, the parties agree as follows:

**1. Definitions**

- a. Whenever used in this Agreement, purchase orders and confirmations, schedules hereto and thereto, or any related ancillary documents, the following terms, unless the subject matter or context otherwise requires, shall have the following meanings:
  - i. "Agreement" means or refers to this Agreement, as amended from time to time, each purchase order and confirmation/acceptance, and any agreement or instrument supplemental or ancillary hereto or in implementation hereof;
  - ii. "Business Day" means any day excluding Saturday, Sunday, and any other day which in the State of Alabama is a legal holiday or a day on which financial institutions are authorized by law or by local, state, or national proclamation or order to close for the regular transaction of business; and
  - iii. "Person" means any individual, company, corporation, partnership, firm, trust, sole proprietorship, government, or entity howsoever designated or constituted.

## 2. Sale and Purchase of Products

- a. Supplier hereby agrees to sell Products to Purchaser and Purchaser agrees to purchase Products from Supplier subject to the terms and conditions contained herein and in the applicable purchase orders issued by Purchaser and confirmations/acceptance issued by Supplier. The terms and provisions of this Agreement shall supersede any inconsistent provisions in any purchase order or confirmation/acceptance of any order. The form of purchase order is attached to this Agreement as Exhibit A (the form of "Purchase Order"). No additional terms (other than the prices and quantities shown on a purchase order), whether on a purchase order or confirmation/acceptance, shall be effective.
- b. Throughout the term of this Agreement, upon the purchase of any Products, Purchaser shall be granted a non-exclusive license to use the Brand and the registered and unregistered trademarks associated with the Products for the sole purpose of advertising the sale of such Products in Alabama, provided, however, that Purchaser may only use Supplier's logo and trademarks as provided by Supplier, and as may be updated from time to time by Supplier, and Purchaser may not make any claims about the Brand and/or Products without express written consent from Supplier.

## 3. Orders and Delivery of Products

- a. Each order for Products purchased pursuant to this Agreement shall be in made in the form of a Purchase Order issued to Supplier that is manually or electronically signed by Purchaser and shall be sent to the email address of Supplier by electronic mail or in such other manner expressly agreed upon by the parties. Each order must be manually or electronically signed by a duly authorized representative of Supplier before any such order shall be deemed a contract. Supplier shall make no guarantees regarding the availability of its products until such time that the Purchase Order is accepted.
- b. Unless otherwise expressly agreed upon between the parties or as provided in Section 4 of this Agreement, Supplier shall be responsible and shall pay for the delivery to Purchaser at its addresses set forth on the applicable Purchase Order (the "Destination Point"), of such Products sold hereunder. Supplier shall be responsible for preserving and maintaining the Products and their merchantability and usability until receipt by Purchaser.
- c. Unless otherwise expressly agreed upon between the parties, delivery of the Products purchased hereunder shall be completed within fifteen (15) Business Days of Supplier sending its acceptance of the applicable Purchase Order. Supplier acknowledges and agrees that delivery of products to the Destination Point shall be made during such times that will minimize any disruption to Purchaser's business and Purchaser's patients' and customers' access to Purchaser's facility.
- d. In the event that Supplier fails to deliver any Products requested in an order within the period provided in Section 3(c) of this Agreement, Purchaser shall be entitled to cancel the order for the Products specified in the order.



- e. The title to the Products sold hereunder shall pass from Supplier to Purchaser upon delivery to Purchaser's Destination Point as specified in the Purchase Order. The risks of loss or damage to such Products sold hereunder shall be FOB Destination Point, meaning that such risk shall pass from Supplier to Purchaser upon receipt at Purchaser's facility designated in the applicable Purchase Order.
- f. Purchaser shall insure the Products purchased by it hereunder for the period starting on the date of receipt of the Products and terminating when complete payment for such Products is made and, upon request, shall provide the other party with the documents evidencing that the Products are so insured.

4. Price of Products

- a. The price of the Product sold by Supplier to Purchaser hereunder shall be set forth in the Purchase Order.
- b. The prices of the Products sold pursuant to this Agreement during any subsequent term provided for in Section 6(a) of this Agreement shall be mutually agreed upon by the Parties.
- c. The prices of the Products determined pursuant to Section 4 of this Agreement shall be delivered prices and shall be increased by the amount of any taxes or other governmental charges payable with respect to the wholesale sale of the Products (other than income tax, business or real property taxes or other taxes that by law are the responsibility of the Supplier) now in effect or becoming effective after the date thereof.

5. Terms of Payment

- a. Unless otherwise mutually agreed upon by the Parties, Purchaser shall pay to Supplier, by check to the address hereinabove mentioned or by ACH or wire transfer to a bank located in the United States designated by Supplier, such designation to be made at least five (5) business days before the payment is due. Payment for each order shall be due and payable fifteen (15) calendar days from the date of receipt by Purchaser of the Products purchased, unless otherwise agreed to in the Purchase Order. The price for such Products shall be as determined pursuant to Section 4 of this Agreement.
- b. Purchaser agrees to pay a 2.5% monthly interest charge on overdue amounts for Products purchased hereunder unless such overdue amount is the subject of a bona fide dispute concerning the quantity or quality of the Products or the delay in delivery of Products. Purchaser shall not be required to accept delivery that is more than five (5) Business Days late.

6. Terms of Agreement

- a. Subject to the provisions of Sections 6(b) to 6(d) hereinafter, this Agreement shall be

in force for an initial term of one year commencing on the Effective Date. This Agreement shall automatically renew for successive one year terms unless earlier terminated under Section 6(b) or 6(c) herein. However, if Purchaser issues a Purchase Order after the expiration of the date of this Agreement and if Supplier accepts or confirms such order, then this Agreement shall apply to such order (and Purchaser's obligation to pay for the Product delivered pursuant to such accepted/confirmed Purchase Order shall survive the expiration of this Agreement).

- b. Notwithstanding the provisions of Section 6(a) of this Agreement, either party shall be entitled to terminate this Agreement upon not less than 30 days' written notice to the other party.
- c. Notwithstanding the provisions of Sections 6(a) and 6(b) of this Agreement, either party shall be entitled to terminate this Agreement at any time, upon written notice to that effect, in the event that:
  - i. The other party commits an act of bankruptcy, within the meaning given to that expression in the U.S. Bankruptcy Act, or applicable state bankruptcy code, is declared bankrupt, becomes insolvent or makes an assignment of all its property for the general benefit of its creditors; or
  - ii. The other party proceeds with its dissolution or liquidation or is the object of any procedure for its dissolution and/or liquidation.
- d. Within 30 calendar days following the expiration or termination of this Agreement, Purchaser shall pay to Supplier any unpaid portion of the purchase price, including any accrued interest, for all Products purchased by Purchaser and delivered by Supplier on or before the date of expiration or termination.
- e. Any Party may, at its sole discretion, refuse to execute any order of any party remaining unexecuted at the date of expiration or termination of this Agreement or in case of default of any party to fulfill any of its obligations under this Agreement.
- f. All obligations or liabilities of the parties accrued on the date of expiration or termination of this Agreement shall survive such expiration or termination.

7. Representations, Warrants, and Covenants

- a. Each Party hereby represents, warrants, and covenants to the other that, to the extent required, it has proper and due authority to enter into this Agreement, and has in place all required licenses, state approvals, and/or permits, whether issued by the state, locality, or otherwise (collectively, the "Licenses") to perform its obligations hereunder, and such Licenses are in good standing currently and shall be in good standing throughout the term of this Agreement and at the time any Product is delivered to Purchaser.
- b. Each Party represents, warrants, and covenants to the other that throughout the term

of this Agreement, it will remain in compliance with all applicable laws, rules, and regulations regarding the purchase and sale of Products.

- c. Each Party represents, warrants, and covenants to the other, as applicable, that it shall:
- i. Maintain the manufacturing, production, and control records for the Products as required by applicable law or regulation;
  - ii. Take all commercially reasonable actions to maintain its Licenses issued under applicable law or regulation;
  - iii. Manufacture, store, package, label, and deliver all Products in accordance with applicable law or regulation;
  - iv. Execute all documents that may be required by applicable law or regulation upon request of Supplier; and
  - v. Properly test all Products in accordance with the procedures required under applicable law or regulation and provide any related documentation to the other Party, together with any orders.
- d. Each Party's obligations under Section 7(c) of this Agreement shall survive any termination of this Agreement.

8. Quality of Products

- a. Supplier represents and warrants that the Products sold hereunder: (i) do not infringe upon any patent, trade secret or other intellectual property rights of any third party; (ii) are and shall be materially in accordance with any specifications which may be provided by the other Party in the written Purchase Order for the Products as provided under Section 3(a) of this Agreement and the descriptions applicable to the Products in Supplier's literature; (iii) have been produced by Supplier in compliance with the applicable laws and regulations; and (iv) have been stored, handled, and shipped in a manner to reasonably prevent spoilage. Supplier shall employ adequate quality control procedures to assure that the Products delivered to Purchaser are uniform and meet the applicable specifications and Product descriptions.
- b. Purchaser's failure to give Supplier notice of any claims as set forth in this Section 8(b) of this Agreement with respect to any defect of the Products shall constitute unqualified acceptance thereof and a waiver by Purchaser of any and all claims in respect thereof. Notice of such a claim shall be made in writing within fifteen (15) days of receipt of any Product by Purchaser, which is visibly damaged or defective, or on or before the expiration date of any Product, if stated on the Product, or, if not stated on the Product, within 180 days of receipt of such Product by Purchaser, which Purchaser could not have otherwise reasonably known was damaged or defective upon reasonable inspection.

- c. Supplier shall immediately notify Purchaser of any Product recall and provide the reason therefor, and Supplier shall, at Purchaser's option and election, promptly refund or credit Purchaser for the total amount paid to Purchaser for all such Products recalled.
- d. Supplier, having received a written notice pursuant to Section 8(b) of this Agreement, shall have five (5) Business Days from such receipt to examine the Products in respect of which the notice was received. In the event that Supplier finds that the Products are not, as provided in Section 8(a) of this Agreement, of the quality warranted or do not meet the specifications requested by Purchaser, Supplier shall either, at its option, promptly: (i) replace, without charge to Purchaser, the Products in respect of which the notice was given, which replacement Products shall be delivered to Purchaser FOB Destination, at Supplier's expense; or (ii) refund the price paid by Purchaser for such Products. Purchaser shall, if requested by and at the expense of Supplier, return the defective Products to Supplier, upon receipt of the new Products or the refund of the purchase price of the Products.
- e. Liability of Supplier hereunder, other than for intellectual property infringement or latent defects is limited to the replacement of Products or to the refund of the purchase price of the Products as provided for in Section 8(d) of this Agreement, and Supplier shall in no case be liable otherwise or for indirect or consequential damages. The parties agree that, except as provided in Section 8(a) and this Section 8(e) of this Agreement, no warranty is given by Supplier with respect to the Products.

9. Force Majeure

- a. Either Party hereto shall be relieved from liability hereunder for failure to perform any of the obligations herein imposed for the time and to the extent of such failure to perform its obligations hereunder if occasioned by circumstances beyond the Party's control including voluntary or involuntary compliance with any United States or Alabama law, order, regulation, or directive of any governmental authority, the breakdown or other failure of facilities used for manufacture or transportation of the Products, or the inability to obtain labor, power, fuel, transportation, supplies of raw materials or, or by acts of God, or by acts of public enemy, or cancellation by governmental authorities of license to operate its plant, or by strikes, lockouts, or other industrial disturbances, riots, floods, pandemics, hurricanes, fire, explosion, or any other cause or causes of any kind of character reasonably beyond the control of the Party failing to perform, whether similar to or dissimilar from the enumerated causes (any cause being herein referred to as "Force Majeure"). The loss or surrender of a license by a Party shall not be considered a Force Majeure event unless such event occurs as a result of a statute, regulation, or law applicable to all businesses of similar types manufacturing, selling, or distributing goods similar to or identical with Products terminating or withdrawing all such licenses.
- b. In the event of either party hereto being rendered unable by Force Majeure to carry out its obligations under this Agreement, such party shall give notice and particulars of the event to the reasonable satisfaction of the other Party, including the expected

duration of such Force Majeure and the expected extent of impairment of deliveries, or receipt hereunder in writing or by email to the other party as soon as possible after the occurrence of the cause relied on, and, upon the giving of such notice, the obligations of the party giving such notice, so far as they are affected by such Force Majeure shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall be so far as possible remedied with all reasonable dispatch.

10. Indemnification and Limitation on Liability

- a. The Parties each agree to indemnify, protect, defend, and hold harmless the other party, including but not limited to the other Party's affiliates, and their respective officers, directors, employees, affiliates, equity holders, managers, members, contractors, agents, consultants, advisors, and representatives for, from, and against all losses, costs, expenses, penalties, and other damages (including reasonable attorneys' fees and costs) of any nature, kind, or description directly or indirectly resulting from or arising out of or in connection with: (i) any breach or inaccuracy of any representations, warranties, covenants, or agreements made by Supplier or Purchaser, as applicable, in this Agreement or in any applicable Purchase Order; or (ii) any gross negligence, wanton, or willful misconduct, noncompliance with applicable laws and regulations, or wrongdoing by Supplier or Purchaser, as applicable. Supplier or Purchaser will notify the other Party in writing of any claims entered against Supplier or Purchaser.
- b. The liability of either Party to this Agreement shall not exceed the total amount payable by Purchaser pursuant to this Agreement in the twelve (12) months immediately preceding the cause of such liability. This limitation of liability is cumulative and not per incident. Notwithstanding the foregoing, this limitation of liability shall not apply in the event that liability results from either Party's gross negligence, wanton, or willful misconduct, or noncompliance with applicable laws and regulations.

11. Miscellaneous Provisions

- a. The provisions of this Agreement shall, except as otherwise provided herein, inure to the benefit of and be binding upon the Parties hereto and their respective executors, administrators, successors, and assigns and each and every person so bound shall make, execute, and deliver all documents necessary to carry out this Agreement.
- b. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and the transactions herein contemplated and replaces all previous agreements and understandings, if any, between the Parties with respect to the subject matter hereof and the transaction contemplated herein.
- c. Ordinary business communications, including, but not limited to Purchase Orders and confirmations/acceptance and notice of defects may be given by mail, email, personal delivery, or telefax. Any notice to be given under this Agreement shall be in writing

and delivered, faxed, or mailed by prepaid express, priority, or registered mail or electronic mail, addressed to the Party to whom it is to be given at the address set forth below and such notice shall be deemed to have been given on the earlier of the day of delivery or on the day it is faxed or e-mailed or on the 5th Business Day after mailing as aforesaid, as the case may be. Notice of change of address may be given by any party in the same manner. Notices received on a day other than a Business Day or after 4:00 PM on a Business Day shall be effective on the next Business Day.

To Purchaser: [PURCHASER]  
[ADDRESS]  
[ADDRESS]  
[ADDRESS]  
Attention: [ATTN]  
Email: [EMAIL]

To Supplier: Applicant, LLC  
[ADDRESS]  
[ADDRESS]  
  
Attention: Legal  
Email: legal@Applicant.com

- d. Time shall be of the essence of this Agreement.
- e. This Agreement may be executed in one or more counterparts each of which when so executed shall be deemed to be an original and such counterparts together shall constitute but one of the same instruments. Transmission of a copy of an executed counterparty by telefax or email, or other electronic means shall constitute delivery of the fully executed counterpart for all purposes. Handwritten or electronic signatures to this Agreement transmitted by telecopy or electronic transmission (for example, through use of a Portable Document Format or “PDF” file) and/or signed via an electronic signature website (such as DocuSign.com) shall be valid and effective to bind the Party so signing.
- f. If any provision of this Agreement is held invalid or unenforceable in any jurisdiction, such invalidity or unenforceability will attach only to such provision and will not in any manner affect or render invalid or unenforceable any other provision of this Agreement.
- g. All issues and questions concerning the construction, validity, enforcement, and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama, without giving effect to any choice of law or conflict of law rules or provisions.
- h. Except as provided therein, the failure on the part of one Party, in any one or more instances, to insist upon the keeping, performance or observance of any of the terms, conditions or provisions of this Agreement, or to exercise any right or privilege herein

conferred, shall not be construed as relinquishment of that Party's right to require the future keeping, performance or observance of any such terms, conditions or provisions.

- i. This Agreement (or any part thereof) shall not be assignable by one Party except with the written consent of the other Party, except that it may be deemed assigned to any successor in interest to Purchaser or Supplier, as applicable, to which it is assigned during the initial contract term. Oral amendments, oral waivers, and purported oral terminations are void.
- j. Each Party acknowledges and agrees that in the course of the transactions contemplated by this Agreement, each such Party may be exposed to proprietary, confidential, sensitive, non-public, or trade secret information of the other Party (collectively, the "Confidential Information"). Each such party shall hold Confidential Information in strict confidence and shall not directly or indirectly disclose Confidential Information during the term of this Agreement or thereafter to any third party or make use of Confidential Information except as required to provide the Products or as required by order of any court or body or agency of competent jurisdiction; provided, however, that each such Party shall give the other Party prior written notice of any such disclosure and shall cooperate with the other Party if the other Party seeks a protective order or similar protection as the other party may deem appropriate to preserve the confidential nature of such Confidential Information. Each such Party acknowledges and agrees that any breach of Section 11(j) of this Agreement will cause the other Party substantial and irrevocable damage, and therefore, in the event of any such breach, in addition to any other remedies which may be available, the other Party shall have the right to specific performance and injunctive relief, as well as attorney's fees and costs for enforcing this provision. Each such Party shall cause each of its officers, directors, members, managers, shareholders, employees, representatives, agents, successors, and assigns to fully comply with the restrictions set forth in Section 11(j) of this Agreement.
- k. Each Party shall operate as, and have the status of, an independent contractor and shall not act as or be an agent, employee, partner, joint venturer, or legal representative of the other Party. Each Party shall not have any right, power, privilege, or authority to assume or create any obligation, agreement, or contract, express or implied, for or on behalf of the other Party, or to otherwise bind the other Party in any manner whatsoever. Each Party shall be solely responsible for any amounts due to third-parties (including any labor unions if applicable) for amounts earned by it hereunder, including taxes due on all amounts earned by it pursuant to the Agreement. Each Party agrees that such Party, its employees, and any other individuals such Party engages to participate in its obligations hereunder shall have no right to claim any benefits of an employee from the other Party or any of the other Party's affiliates, including any disability, workers compensation, unemployment, retirement, medical, or other benefits. Each Party shall comply with all employment laws, including wage and hour laws, with respect to any individuals it engages to participate in its obligations hereunder. Without limiting the generality of the foregoing, each Party shall report and pay all federal, state, provincial, and local

income taxes, social security taxes, unemployment insurance, and similar taxes and all other assessments, taxes, contributions, or sums payable with respect to such Party or its employees as a result of or in connection with its obligations hereunder. Each Party shall be responsible for carrying, and agrees to carry, insurance (including unemployment insurance and workers' compensation insurance) to the extent such Party is required to carry such insurance under the law with respect to any individuals such party engages to participate in its obligations hereunder.

*[Signature Page Follows]*



IN WITNESS WHEREOF, each Party to this Agreement has caused it to be executed on the date indicated above.

PURCHASER:

SUPPLIER:

**[PURCHASER]**

APPLICANT, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**  
Purchase Order Form

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**10.7 Conclusion**

As shown above, the Applicant has already established significant business relationships with prospective licensees of every type available. The Applicant will continue to establish business relationships with other licenses and support a cohesive and fair medical cannabis market in Alabama. Thus, the Applicant’s business relationships shown above, in addition to the exemplars of agreements provided, far exceed the required criteria of Exhibit 10.

# Exhibit 11 – 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.

Nidhal Zeer

Owner | Chief Investment Officer

\_\_\_\_\_  
Printed Name of Verifying Individual

\_\_\_\_\_  
Title of Verifying Individual

Nidhal Zeer  
Signature of Verifying Individual

12/27/22  
Verification Date

## 15.1 Introduction

To track all aspects of patient and caregiver qualifications, including receiving and coordinating information and certification from registered certifying physicians, the Applicant will use the **Alabama Medical Cannabis Patient Registry** as well as **BioTrack** (interfaced with the Statewide Seed-To-Sale Tracking System - METRC), in accordance with **§20-2A-34(a)(1)**. This combination of technology will allow the Applicant to conduct the following: (1) Receive and record physician certifications; (2) Receive and track qualified patient registration and issuance of medical cannabis cards; (3) Receive and track designated caregiver registration and issuance of medical cannabis cards; (4) Verify that a medical cannabis card is current and valid and has not been suspended, revoked, or denied; (5) Track purchases of medical cannabis at dispensaries by date, time, amount, and type; (6) Determine whether a particular sale of medical cannabis transaction exceeds the permissible limit; and (7) Track medical cannabis cards that are denied, revoked, or suspended.

BioTrack will seamlessly interface with the METRC and the patient registry to allow the Applicant to easily receive and coordinate information for each qualified patient and caregiver, including: (a) the name of the qualified patient and the patient's designated caregiver, if applicable; (b) the patient's registered certifying physician; (c) the respective qualifying medical condition or conditions; (d) the recommended daily dosage and type of medical cannabis; and (e) any other information the Commission deems relevant. This industry leading, proven, all-in-one cannabis technology system will notify the Certified Dispenser if the sale of medical cannabis is compliant with the certifying physicians' recommendations and the limits thereof.



The Applicant acknowledges that before medical cannabis may be dispensed to, possessed by, or administered to a prospective patient and, if applicable, the prospective patient's caregiver, the patient and caregiver, must be placed on the patient registry established by the Commission in accordance with the Act and the Rules, pursuant to **Rule 538-x-2-.03-1**. Thus, the first step in coordinating information and certifications with physicians is to verify that the incoming patient or caregiver has an active registration in the patient registry.

Thereafter, the Applicant's Certified Dispenser will use the patient registry and BioTrack to coordinate information with the physicians regarding the patient or caregiver medical cannabis purchases and limits. All individuals who as part of their duties to licensees, must interact with the patient registry, the AMCC website, or the Statewide Seed-to-Sale Tracking System, will undergo pre- commencement IT certification for each database with which they must interact, demonstrating their proficiency in respect to those databases. IT certification as set forth herein shall be administered by the third-party IT provider, or another, as the Commission may designate, pursuant to **Rule 538-x-4-.05-5**.

### **15.2 Verifying a Valid and Active Medical Cannabis Card**

The Applicant will only sell medical cannabis to a patient or caregiver with a valid and active medical cannabis card, which may be tangible or virtual, demonstrating certification by a registered certifying physician pursuant to the Act and the Commission rules, in accordance with **Rule 538-x-2-.07-1**. and **538-x-2-.09-5**. Thus, upon entry into the dispensing site and before purchasing medical cannabis, the Applicant will require that patients and caregivers provide to a Dispensary Agent their medical cannabis card as well as additional photo or other approved identification, in accordance with **Rule 538-x-2-.07-3. & 4**. The Dispensary Agent will prohibit from entering the dispensing site any persons, including children or guests of patients or caregivers, who are unable to provide a medical cannabis card matching a valid patient registry profile, or who are unable to provide, upon request, additional identification to the satisfaction of dispensing site personnel, pursuant to **Rule 538-x-2-.07-5**. and **§20-2A-64(d)(7)**. The Applicant will have one of the most advanced and sought-after ID verification technology packages available, built on the best ID Scanners for dispensaries in the industry. For instance, the Applicant will use the [REDACTED] state-of-the-art scanners for ID validation using imaging evaluation with over 50 forensic checks made in seconds.



Once the identification has been verified, the Dispensary Agent will then verify that the identification number on the medical cannabis card is identical to the identification number included in the patient or caregiver's profile in the patient registry, in accordance with **Rule 538-x-2-.07-6**. The Dispensary Agent will check the patient registry

to ensure the patient or caregiver has an active registration or determine if a registered certifying physician has deactivated a current certification or declined to issue a new certification for medical cannabis under any of the circumstances described in **Rule 540X-25-.10-(7)**. The Dispensary Agent will also review the medical cannabis card and patient registry information to determine if the patient is classified as an adult or minor (under 19 years of age), pursuant to **Rule 538-x-2-.03-3. & 4., 538-x-2-.07-2., and §20-2A-30(a & b)**. The Applicant acknowledges that such minor patients may use medical cannabis obtained by a caregiver on behalf of the minor patient, but the minor patient may not purchase or possess medical cannabis. Once verified, the Dispensary Agent will allow the patient or caregiver to enter the dispensing site.

### **15.3 Purchase of Medical Cannabis by Patients and Caregivers**

The Applicant will always have a Certified Dispenser on duty while the dispensing site is open for business; and the Certified Dispenser will oversee and sign off on all sales of medical cannabis as the dispensary employee ultimately responsible for each transaction, pursuant to **Rule 583-x-8-.03-1. and §20-2A-64(d)(5)**. Prior to dispensing medical cannabis, the Applicant's Certified Dispenser (or Dispensary Agent supervised by a Certified Dispenser) will use the patient registry to confirm that: (1) the patient or caregiver holds a valid, current, unexpired, and unrevoked medical cannabis card; (2) the patient or caregiver holds a valid, current, and unexpired identification; (3) the dispensing of medical cannabis conforms to the type and amount recommended in the physician certification; and (4) that the amount recommended will not exceed the 60-day daily dosage purchasing limit, in accordance with **Rule 583-x-8-.03-5., 538-x-2-.07-7., and §20-2A-64(d)(7)**. The Certified Dispenser will also use the XXXXXXXXXX, a self-contained stationary countertop age and ID verification scanner to verify the patient and caregivers' identification is valid and prevent improper ID usage. It provides a fast, secure, reliable, easy-to-use, and durable solution for any business needing ID verification.



In accordance with **Rule 583-x-8-.03-6.**, at the time of dispensing medical cannabis, the Certified Dispenser (or Dispensary Agent supervised by a Certified Dispenser) will enter into

the patient registry and BioTrack (interfaced with the METRC), and will also attach to the package containing the medical cannabis the following patient-specific information: (a) The name and medical cannabis card number of the patient; (b) The name and medical cannabis card number of the caregiver, if applicable; (c) The name and contact information of the registered certifying physician; (d) The amount and type of medical cannabis being dispensed; (e) The physician's dosing comments and maximum daily dosage recommendation; and (f) The date and time the medical cannabis was dispensed.

### **15.3.1 Coordinating Daily Dosages**

Dosages of medical cannabis purchased by a patient or caregiver shall be limited to the lower of the maximum daily dosage recommended for the patient by the licensed certifying physician, or the maximum daily dosage permitted by law under the Act and the Rule, pursuant to **Rule 538-x-2-.07-9.** and **540-X-25-.11-(2).** A registered certifying physician does not prescribe medical cannabis but merely sets a recommended form of intake (i.e., oral tablet, capsule, tincture, inhaler, lotion, etc.) and THC content, up to a maximum daily dosage of medical cannabis for the patient based on the patient's diagnosis, qualifying medical condition, age, size, and other individual factors. Such determinations as to form and THC content to be recommended shall be exclusively the province of the registered certifying physician, up to the maximum daily dosage allowed by law, pursuant to **Rule 538-x-2-.07-8.** As to all patients, regardless of the form of administration or the patient's condition or individual factors, the initial maximum daily dosage recommended by the registered certifying physician may be lower than, but shall not exceed, 50 mg of delta-9 THC. However, the Applicant acknowledges that a registered certifying physician may increase the maximum daily dosage but will still be subject to the maximum daily dosages established by the criteria listed in **Rule 538-x-2-.07-9.b. – d.** and **540-X-25-.11-(3).** The Applicant acknowledges that a registered certifying physician may not lawfully recommend the use of medical cannabis with a potency greater than three percent (3%) tetrahydrocannabinol to any minor for any qualifying medical condition, pursuant to **Rule Rules 538-x-2-.07-9.e.** and **540-X-25-.11-(1).** The Applicant is also aware that a caregiver of a minor who holds a medical cannabis card may not legally possess medical cannabis with a potency greater than



three percent (3%) tetrahydrocannabinol, unless the caregiver holds a medical cannabis card based on their own qualifying medical condition or holds a caregiver medical cannabis card on behalf of a patient who is not a minor, pursuant to **Rule 538-x-2-.07-9.e**. Thus, the Applicant's Certified Dispenser will use the patient registry and BioTrack to ensure that: (1) patients and caregivers do not purchase medical cannabis that exceeds their maximum daily dosage; and (2) minor patients or their caregiver, as applicable, do not receive medical cannabis that exceeds 3% in tetrahydrocannabinol.

### **15.3.2 Coordinating Purchase Limits**

In accordance with **Rule 538-x-2-.07-10.**, the Certified Dispenser (or Dispensary Agent supervised by a Certified Dispenser) will use BioTrack and the patient registry to ensure that the number of daily doses of medical cannabis being sold to a patient or caregiver at one time shall be limited to the lesser of: (1) a 60-day supply; (2) the number of doses equal to the number of days since the patient's or caregiver's last purchase of medical cannabis; or (3) as recommended by the registered certifying physician. Similarly, the Applicant will ensure patients or caregivers do not renew their medical cannabis supply more than 10 days before the 60-day period expires as well as ensuring that at no time a registered qualified patient or registered caregiver possesses more than 70 daily dosages of medical cannabis, pursuant to **§20-2A-30(d)**. BioTrack will notify the Certified Dispenser and Dispensing Agents of purchase limits and prevent users from exceeding any sale to a patient or caregiver.

### **15.4 Conclusion**

As shown above, the Applicant's plan for receiving and coordinating information and certifications from registered certifying physicians meticulously addresses and exceeds all requirements of Exhibit 11. The Applicant will use the patient registry and BioTrack to verify medical cannabis cards are active and valid, track purchases of medical cannabis, coordinate purchase limits, and more. As an added layer of assurance, the Applicant will verify identification of patients and caregivers using state-of-the-art ID scanners and monitor patient registrations in the patient registry for practices that could facilitate unlawful diversion or misuse of cannabis and shall report to the Commission such findings, pursuant to **§20-2A-34(c)**.

# Exhibit 12 – 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.

Nidhal Zeer

Owner | Chief Investment Officer

\_\_\_\_\_  
Printed Name of Verifying Individual

\_\_\_\_\_  
Title of Verifying Individual

Nidhal Zeer  
Signature of Verifying Individual

12/27/22  
Verification Date

## **1. Introduction**

The Applicant's plan regarding its point-of-sale responsibilities involves the Certified Dispenser educating and informing patients and caregivers on a vast array of topics pertaining to medical cannabis, including, but not limited to, instructions for use, potential side effects, proper storage, legal requirements, and more. As will be discussed below, the Certified Dispenser will convey this information to patients and caregivers at the point-of-sale, during private consultations, and through educational materials such as brochures and links to online resources owned and operated by the Applicant, all of which comply with the Act and the Commission's rules. The Applicant has recruited proposed Certified Dispensers, which are licensed Alabama pharmacists, for each dispensing site to handle all patient sensitive communications in an effort to go above and beyond Commission requirements.

## **2. Education**

The Applicant will train Certified Dispensers to properly educate patients and caregivers on the topics outlined below at the point-of-sale. *Potential Side effects* – The Certified Dispenser will inform patients and caregivers about the adverse impact and cautions regarding medical cannabis use, including the possible cardiovascular and pulmonary adverse side effects; some common adverse side effects, such as disorientation, drowsiness, and paranoia; as well less common but potentially more severe adverse effects, such as psychosis, seizures, and dyspnea. Among other topics, this training includes cautions regarding medical cannabis use while driving or operating heavy machinery. *Potential drug interactions* - If a patient or caregiver requests education regarding potential drug interactions, the Certified Dispenser will educate the patient or caregiver on how cannabinoids interfere with the metabolism of many prescription medications through the cytochrome P450 enzyme system. Potential drug interactions can occur with other drugs, such as tachycardia and hypertension with sympathomimetics, drowsiness and ataxia with central nervous system depressants, and confusion with anticholinergics. The Certified Dispenser will direct patients and caregivers who have questions about their potential drug interactions to their registered certifying physician, who must maintain a documented

review of the patient's current medication to identify possible drug interactions in accordance with **Rule 540-X-25-.10**.

**Requirements and Restrictions** - At the request of the patient or caregiver, the Certified Dispenser will also educate patients and caregivers on the restrictions the Commission places on patients and caregivers as outlined in **Rule 538-x-2-.08**. For instance, patients and caregivers shall: (1) not transfer registrations; (2) not engage in the cultivation of medical cannabis or the manufacture of medical cannabis extract; (3) not provide or accept samples of medical cannabis; (4) purchase medical cannabis only from a certified medical cannabis dispensing site operated by a dispensary or integrated facility licensed by the Commission; and (5) carry their medical cannabis cards with them whenever they are in possession of medical cannabis. The Certified Dispenser will also educate patients and caregivers of the requirements for circumstances necessitating a notice to the Commission, as outlined in **Rule 538-x-2-.10**. **Possession Limits** - Upon request of a patient or caregiver, the Certified Dispenser will provide education related to possession limits and restrictions. For example, patients and caregivers shall: (1) possess no more than a 70-day supply of medical cannabis, as then recommended by the patient's registered certifying physician, by or on behalf of a single patient at any time; (2) not possess or administer medical cannabis on federal property or in federal buildings; (3) not possess or administer medical cannabis at state or federal correctional detention facilities, including but not limited to prisons and juvenile detention centers; (4) not possess or administer medical cannabis in any public or private place where medical cannabis is prohibited; (5) not possess or administer medical cannabis outside of its packaging on the premises of a dispensing site or any other licensed facility under the Act or these Rules; and (6) not operate a motor vehicle, watercraft, heavy machinery, or aircraft while under the influence of medical cannabis.

**Product Information and Availability** - The Certified Dispenser will educate patients and caregivers, upon request, on the medical cannabis product types available at the dispensary. In the event, the Certified Dispenser determines that the product the patient or caregiver requests is unavailable at the dispensary, the Certified Dispenser will inform purchasers of other dispensaries that have the product in its inventory. The determination as to form and THC content to be recommended is the exclusive province of the registered certifying

physician, as described in **Rule 538-x-2-.07-9.** and **§20-2A-33(f)(1).** *Laboratory Test Results* - If requested by the patient or caregiver, the Certified Dispenser will provide education on interpreting State Testing Laboratory test results, including details for which contaminants have been tested for, percentages of cannabinoids, types of terpenes, water activity, pests, and if any mold or mildew is present. *Proper storage and handling of medical cannabis* - If a patient or caregiver requests education regarding the appropriate storage and handling of medical cannabis, the Certified Dispenser will inform the patients and caregivers that they must store medical cannabis in a secure location to prevent theft, loss, or access by persons not authorized under the Act and the Commission's rules, pursuant to **Rule 538-x-2-.08-5.** Similarly, per **Rule 538-x-2-.08-7.,** the Certified Dispenser will inform the patient and caregiver that they must maintain medical cannabis in one of the following containers at all times until administered to, or by, a patient: (a) The original dispensing package with an unaltered dispensary label in accordance with the Act and Commission Rules; or (b) A container for storing medical cannabis provided by a dispensary or integrated facility in accordance with the Act and the Commission. *Substance Abuse* - If requested by a patient or caregiver, the Certified Dispenser will discuss how cannabis can be used as an alternative to addictive drugs such as opioids. The Certified Dispenser will also discuss how some people may develop an unwanted dependence upon cannabis use (aka "substance dependence"). If a purchaser requests information about opportunities to participate in substance abuse programs, the Certified Dispenser will provide them with detailed educational materials and contact information for affiliated programs. Brochures for these programs will be readily available and prominently displayed in the lobby near the front desk reception.

### **3. Consultation**

The Applicant will construct the point-of-sale area to allow for complete privacy between the patient/caregiver and the Certified Dispenser. However, if a patient or caregiver requests a consultation, the Certified Dispenser will provide an in-person consultation at the dispensing site's private consultation room. The Certified Dispenser will provide each purchaser with individually tailored advice on the topics listed above and instructions for

the proper and safe use of medical cannabis while ensuring to avoid the topics or questions the Certified Dispenser is prohibited from advising.

#### 4. Provision of information

The Applicant will develop and maintain educational materials provided free of charge for distribution at each of its dispensing sites, including but not limited to new customer packets, trifold, informational videos, websites, newsletters, and other electronic and web-based resources. Information covered in

the educational materials will include: (1) general cannabis education; (2) proper use and administration of medical cannabis; (3) safe storage of medical cannabis; (4) testing processes; (5) basic legal information; (6) clinical studies related to the use of medical cannabis; (7) restrictions on patients and caregivers as described in **Rule 538-x-2-.08**; (8) circumstances requiring notice to the Commission as outlined in **Rule 538-x-2-.10**; (9) preventing unintended consumption; (10) laws and regulations regarding medical cannabis in Alabama; and (11) more. Patients and caregivers can also volunteer to receive periodic emails, texts, or calls with updates on the Alabama medical cannabis program and other information concerning the legal use of medical cannabis. In addition to these illustrated brochures, pamphlets, and websites, informational sheets will be included with every product sold and will provide, at a minimum, the information outlined in **Rule 583-x-8-.03-6**. and instructions for administration, storage, and disposal; any required disclaimers; substance abuse information; and more. Information will be provided in both English and Spanish. Copies of all materials will be available for inspection by the Commission upon request.



#### 5. Responses to patient and caregiver questions

Pursuant to **Rule 583-x-8-.03-7.**, a Certified Dispenser may, at the request of the patient or caregiver, provide instructions on the proper administration of medical cannabis, education regarding potential side effects, potential drug interactions, or other aspects of medical cannabis. The Certified Dispenser will answer any questions regarding the topics above at the point-of-sale and/or through the provision of information materials. If the patient or

caregiver would like more privacy, the Applicant has a private consult room at each dispensary site away from the sales area. Notwithstanding the foregoing, the Applicant's Certified Dispenser 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. Instead, the Certified Dispenser will direct the patient or caregiver back to the registered certifying physician to address questions or provide advice that the Certified Dispenser cannot, pursuant to **Rule 583-x-8-03-7**.

## **6. Instructions for use regarding all medical cannabis products**

The Applicant has developed instructions for using all permissible medical cannabis product types outlined in **§20-2A-3(14)**. At the request of a patient or caregiver, the Certified Dispenser will verbally provide instructions for use at the point-of-sale. Additionally, for each medical cannabis product type, the Applicant has developed brochures that patients and caregivers can take home free of charge that provide step-by-step instructions for the use, storage, disposal, and return of medical cannabis products. Furthermore, the Applicant will establish a phone line that patients and caregivers can call for additional instructions and guidance regarding the use of medical cannabis products. If requested, the Certified Dispenser will also provide patients and caregivers with a chart to record their dosages, dates, type of product, and the effect they receive. The Applicant intends to use Angilno by Strainprint Technologies to track and manage patient outcomes. The software is HIPAA, PHIPA, PHIPEDA, and GDPR compliant and will allow direct feedback on the efficacy of products and adverse events.



## **7. Conclusion**

As demonstrated above, the Applicant has meticulously devised standard operating procedures for its point-of-sale responsibilities to be conducted by the Certified Dispenser. The education, consultation, and provision of information regarding all medical cannabis products to be sold at each dispensing site comply with the Commission's requirements for Certified Dispensers and far exceed the minimum required criteria of Exhibit 12.

# Exhibit 13 – 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.

Nidhal Zeer

Owner | Chief Investment Officer

\_\_\_\_\_  
Printed Name of Verifying Individual

\_\_\_\_\_  
Title of Verifying Individual

Nidhal Zeer  
Signature of Verifying Individual

12/27/22  
Verification Date



## **1. Maintaining Confidential Information**

Below is the Applicant's plan for maintaining confidential information and providing cybersecurity for sensitive information with respect to patients and caregivers, including protocols for maintaining the confidentiality of patient information in accordance with HIPAA arising from or related to the dispensary's access to the Patient Registry and/or from any other source, pursuant to **Rule 538-x-3-05-3.m.(16)(i)** and **Rule 538-x-4-07-12.o.(9)**. The Applicant's Training Director will train employees on patient confidentiality, including relevant Alabama rules and regulations, relevant HIPAA guidelines, cybersecurity best practices, and the Applicant's related SOPs. For instance, employees will be trained to keep diffusers on their computer screens to prevent third parties from observing their screens from the side, which helps preserve patient confidentiality. Employees are also trained to receive and return caregiver and patient ID cards in a face-down position, so that patient names are not visible to nearby individuals. Indeed, the Applicant will ensure that patient records are not visible to anyone other than the qualified patient, their caregiver, and authorized employees. Check-in employees are taught to assign queue numbers to patients and caregivers upon sign-in. This way, when patients are in the waiting room and then called to go back into the dispensing area, they are called by their queue number, as opposed to their actual name, further preserving confidentiality. Dispensary employees are taught to talk in a soft voice when talking with patients and caregivers in the dispensing area and only discuss ailments, treatments, use of products, or other confidential information in a private, consult room. The Applicant's facility is designed to accommodate patient confidentiality by offering ample space for filling out forms and providing information in a discreet manner. Additionally, employees are taught to dispense products in compliant, closed, opaque bags so that the product is not visible to anyone else when the patient leaves the dispensary. Employees will be trained on proper shredding and media destruction to ensure the Applicant remains compliant with privacy laws and provides protection to all parties to avoid a confidential information leak of any records communicated interpersonally, kept physically, or stored virtually. Employees will be trained never to leave sensitive information in the open.

The Applicant will also require non-disclosure agreements and business associate agreements (BAA) with employees, contract workers, service providers, suppliers, investors, or any third parties with access to confidential or sensitive information, as applicable. These entities must sign the agreements before the Applicant is permitted to share Protected Health Information (PHI) with these entities. A non-disclosure agreement will ensure that individuals do not distribute or disclose secret information or intellectual property. A BAA is a legal document that dictates the safeguards that entities are required to have and mandates that they are responsible for maintaining their HIPAA compliance.

All staff members, including management, are required to complete training related to HIPAA compliance and security. In addition, any employee whose job duties include direct interaction with the patient registry or is otherwise involved with accessing, collecting, or handling patient information is required to complete training on the collection and confidentiality of patient information before starting employment. The Training Director oversees all training on the collection and confidentiality of patient PHI and electronic PHI (ePHI) while also incorporating additional ePHI training from the Applicant's third-party seed-to-sale track system (BioTrack). The Training Director will train the Applicant's employees on using password protection and dual authentication to access the patient registry interfaced with the Statewide Seed-to-Sale Tracking System (METRC). Employees are also trained on the 18 fields of information protected under HIPAA, such as patient name, diagnosis, and social security number, among other fields, as well as any part of an individual's medical record or payment history. Employees are trained not to disclose any protected information without express written authorization from the patient unless the information is being used under one of HIPAA's limited exceptions, such as to facilitate payment. In addition to initial employee training, the Training Director will implement ongoing HIPAA training through screen saver reminders; posters with reminders of what HIPAA data includes pop quizzes on HIPAA data; and other ongoing training to keep patient confidentiality as a top-of-mind concern through the culture of the company. To be HIPAA compliant, the Applicant will document employee training to prove that each employee received the required training on time.

## 2. Providing Cybersecurity for sensitive information

**Electronic Document Management System** - Protecting digital data is one of the primary goals of the Applicant's plan for providing cybersecurity for sensitive information concerning patients and caregivers, which is why the Applicant will use a centralized Electronic Database Management System (EDMS) that far exceeds HIPAA's security standards related to IT systems and infrastructure protection. For example, the Applicant will require [REDACTED] to access its system, such as [REDACTED], [REDACTED]. In addition, staff are required to [REDACTED] before entering data into the system. The Applicant's system also uses [REDACTED]. The Dispensary Director will [REDACTED], which prevents an employee from unauthorized viewing of restricted information or performing specific actions, like changing data, without proper authority. Similarly, HIPAA's data backup and storage requirements require an entity to create and maintain retrievable copies of its protected documents while allowing the entity to maintain those copies at the same location. Thus, the Applicant will use an EDMS that employs frequent back-ups throughout the day to servers [REDACTED]. In compliance with **§20-2A-55(e)**, the information in METRC is confidential and is exempt from disclosure under the Open Records Act, Article 3 of Chapter 12 of Title 36. The Applicant prevents access by a person who is not authorized to access METRC or is not authorized to access the information, pursuant to **§20-2A-60(17)**.

**Securing and Protecting the System from Outside Intrusion and Hacking** - The Applicant will secure its cybersecurity system and IT infrastructure from outside intrusion and hacking with several layers of advanced protection. For example, all the Applicant's data at rest and in transit are [REDACTED].

[REDACTED]. Annually, [REDACTED]

testing will be used to identify any threats. [REDACTED]

[REDACTED] throughout its system, thereby adding application-level inspections, which

[REDACTED]. Additionally, Applicant's [REDACTED]

[REDACTED] provides a holistic view of activity on the IT system across all users, hosts, networks, and devices, which affords the Applicant's IT Leadership in full contextual awareness to [REDACTED]

[REDACTED] This visibility allows for fast and efficient responses to potential threats. Pursuant to **Rule 538-x-4-.05**, licensees' network security will, at a minimum, comply with [REDACTED]

[REDACTED] and take all necessary steps to ensure the confidentiality of the information received, maintained, and uploaded to any of the above databases. For further cybersecurity, the Applicant will use an [REDACTED] [REDACTED] looking for possible malicious incidents and capturing information about them before they materialize. [REDACTED]

[REDACTED] In addition to the above-referenced activities, the Applicant's [REDACTED]

[REDACTED]. In the event any malicious or suspicious packets are detected, the Applicant's [REDACTED]

[REDACTED]

[REDACTED]. The Applicant will also conduct a cybersecurity risk analysis regarding partners and vendors by ensuring that their systems are HIPAA-compliant and follow proper procedures. To ensure that vendors are adequately securing PHI, the Applicant will require that they complete a vendor questionnaire that allows Applicant to measure their safeguards against HIPAA standards.

**Securing the Physical IT Infrastructure** – The Applicant will protect the physical infrastructure of its cybersecurity and IT systems through a combination of [REDACTED]

[REDACTED]

[REDACTED]. **Self-audits** – Since HIPAA requires businesses to implement administrative, physical, and technical safeguards to secure PHI, the Applicant will conduct self-audits every month to identify and remediate areas lacking HIPAA safeguards. **Incident Response** – The Applicant will have clear guidelines for reporting an incident so that if an employee suspects a breach, they can report it to the proper entities in a timeframe that is HIPAA compliant, including not limited to HHS’ Office for Civil Rights, affected patients, and for significant breaches, the media (as applicable).

**Conclusion** - The Applicant will annually review its plans for maintaining the confidentiality of patient information and cybersecurity for sensitive information, as per **Rule 538-x-4-.07-12.o.(9)** and **538-x-3-.05-3.m.(16)(i)**. As shown above, the Applicant has meticulously devised a plan for securing and maintaining confidentiality as to all sensitive information and any records required to be confidentially maintained, including but not limited to information and records communicated interpersonally, kept physically, or stored virtually. The plans, procedures, and protocols described above will ensure patient confidentiality and far exceeds the minimum required criteria of Exhibit 13.

# Exhibit 14 - Money Handling & 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.

Nidhal Zeer

\_\_\_\_\_  
Printed Name of Verifying Individual

Nidhal Zeer  
Signature of Verifying Individual

Owner | Chief Investment Officer

\_\_\_\_\_  
Title of Verifying Individual

12/27/22  
Verification Date

**14.1 Introduction**

The Applicant will properly handle and manage its money to ensure the success and safety of the business, as well as compliance with all taxes required by any local, state, or federal agency. To assist in this manner, the Applicant has opened a cannabis-approved bank account and will maintain an emergency fund that can cover the capital requirements of the company for up to 6-months. To ensure complete tax compliance, the Applicant’s Chief Financial Officer (CFO) is a Certified Public Accountant (CPA) that specializes in the cannabis industry. The first part (14.2) covers the Applicant’s money handling procedures, while the second part (14.3) describes how the Applicant will allocate and remit taxes.

**14.2 Money Handling**

The Applicant has designed rigorous protocols for money handling at the cannabis dispensing facility. Each employee handling cash will be trained in efficient and safe cash management techniques focusing on secured cash storage, point-of-sale procedures, beginning and end of day protocols, secured cash transport, and more, as described in detail below.

**Cash Storage and Movement** - The Applicant will store all cash (that is not in use at cash registers) within [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Beginning-of-day Protocols** – At the beginning of each day, before the dispensing site is open to the public, the Certified Dispenser will [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Point of Sale Money Handling** - At the point of sale (POS) BioTrack, the Dispensary Agent (acting under the supervision of the Certified Dispenser) at each register will accept cash from the customer to pay for their products. At the time required by law, the Dispensary Agent will allocate the appropriate sum for satisfaction of taxes as may be levied against the sale, pursuant to **Rule 583-x-8-.03.8**. The Dispensary Agent will make the customer aware of their total dollar amount owed inclusive of all taxes and will count out any cash handed to them in front of the customer, in a way that transactions are clearly visible on surveillance cameras. [REDACTED]

[REDACTED]. Once confirmed, the cash will be placed in the drawer. If change is due, the Dispensary Agent will give back the amount owed. The Certified Dispenser will oversee and sign off on all sales of medical cannabis as the dispensary employee ultimately responsible for each transaction, pursuant to **Rule 583-x-8-.03.2**. Dispensing agents will never allow other dispensing agents to operate from their point-of-sale terminal or cash drawers. If a dispensing agents shift ends in the middle of the day, the agent will follow end-of-day protocols defined below. The new agent beginning a shift in the middle of the day will follow beginning of day protocols. [REDACTED]

[REDACTED]



**End-of-day Protocols** - At the end of each day, after the dispensing site is closed to the public, [REDACTED]

[REDACTED]

[REDACTED]. The Certified Dispenser will separately verify the amount of all closed cash drawers with an independent count of their own. Once verified, [REDACTED]

[REDACTED]

[REDACTED]. If there is a discrepancy or other concern with the count or reconciliation, the Certified Dispenser will notify the CFO immediately. [REDACTED]

[REDACTED]

**Limiting Cash On Hand** - At all times, only the minimum amount of cash needed for uninterrupted operations will be maintained at the facility. [REDACTED]

[REDACTED]

[REDACTED]

**Cash Transport -** [REDACTED]

[REDACTED]

**14.3 Allocating and Remitting Taxes**

The Applicant’s business will collect and remit or pay the following taxes: (a) 9% - Medical cannabis sales tax; (b) 4% - Alabama state sales tax; (c) ~6% - Local sales tax, based on city and county; (d) Alabama privilege tax based on net worth; (e) 6.5% - Alabama corporate income tax; and (f) 21% - Federal corporate income tax (in accordance with IRS Tax Code 280E). All purchasers will receive a receipt that clearly shows all relevant taxes that are computed for each transaction (except for income tax).

**Collection and Allocation** - The Applicant will allocate money not just for taxes, but for license renewal fees. Also, the Applicant’s merchant processors allow the automatic allocation of deposits so that incoming money is deposited into separate accounts and set aside from tax obligations. As an added layer of assurance, the Applicant’s CFO will reconcile the merchant accounts weekly to allocate funds internally to pay various tax obligations.

Additionally, on the fifth business day of each month, the CPA will close the books of the prior month. This process includes reviewing all journal entries by ensuring that all receipts, transactions, deposits, and cash on hand equal the correct amounts. The CFO will then move all taxes due from the Applicant to their separate bank accounts. The Applicant will set a minimum balance that is at least equal to █████% of the estimated tax bill.

**Remittance of State Taxes** - The Applicant will report and pay the sales tax in monthly installments on or before the 20th day of the month next succeeding the month in which the tax accrues, unless otherwise provided, in accordance with **§ 40-23-7(a)&(b)**. Similarly, the Applicant will file an Alabama Business Privilege Tax Return and Annual Report and pay all taxes by the due date of the corresponding federal income tax returns as provided by federal law, which shall include the public record disclosures required by §10-2B-16.22 with the DOR for every taxable year and for which it is subject to the tax levied by §40-14A-22, in accordance with **§40-14A-25(a & b)**. The Applicant will file an annual Corporate Income Tax Return (generally Form 1120) and pay corporate income taxes by the 15th day of the fourth month following the close of its tax year. Likewise, the Applicant will remit the Alabama corporate income tax to the DOR within one month following the due date of the corresponding federal income tax return.

#### **14.4 Conclusion**

As demonstrated above, the Applicant's *Money Handling and Taxes Plan* is evidence of the meticulous steps the Applicant will take to exceed the requirements for responsible money handling and that all taxes (federal, state, and local) are allocated and remitted. The Applicant has provided detailed steps for handling money and shall remit taxes on a timely matter.

## 1. Declaration of Exempt Information

Applicant has provided below a listing of information claimed to be exempt from public disclosure. This listing identifies each section of the application that has been excluded from the Redacted Copy provided with the application, as described in Section 1.8 of these Application Instructions. Applicant considers many portions of application-related documents, information, or records submitted to the Commission to be a trade secret and/or otherwise exempt from public inspection or disclosure pursuant to Alabama Public Records Law (§ 36-12-40, et seq., Code of Alabama 1975 (as amended)), the Applicant has prominently and conspicuously marked all such information as “**Confidential–Exempt from Public Disclosure.**” The Applicant has submitted a brief, written description of the grounds for each redaction, including the specific statutory authority supporting each redaction.

### 1.1.1. Written Description of the Grounds for Each Exemption

Pursuant to § 36-12-40, Rights of citizens to inspect and copy public writings; exceptions. Every citizen has a right to inspect and take a copy of any public writing of this state, except as otherwise expressly provided by statute. Provided however, registration and circulation records and information concerning the use of the public, public school or college and university libraries of this state shall be exempted from this section. Provided further, any parent of a minor child shall have the right to inspect the registration and circulation records of any school or public library that pertain to his or her child. Notwithstanding the foregoing, records concerning **security plans, procedures, assessments, measures, or systems**, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be

detrimental to the public safety or welfare, and records the disclosure of which would otherwise be detrimental to the best interests of the public shall be exempted from this section. Any public officer who receives a request for records that may appear to relate to critical infrastructure or critical energy infrastructure information, shall notify the owner of such infrastructure in writing of the request and provide the owner an opportunity to comment on the request and on the threats to public safety or welfare that could reasonably be expected from public disclosure on the records.

### 1.1.2. Listing of Information Claimed to be Exempt from Public Disclosure

<b>Listing of Information Claimed to be Exempt from Public Disclosure</b>	<b>Specific Statutory Citation for such Exemption</b>	<b>Type of Trade Secret</b>	<b>Notes</b>
<b>Exhibit 1: Resume or Curriculum Vitae of Individuals with Ownership Interest</b>	§ 36-12-40	For use or in use by the business;	Commercial Information with Confidential Business Data
<b>Exhibit 2: Residency of Owners</b>	§ 36-12-40	For use or in use by the business;	Commercial Information with Confidential Business Data
<b>Exhibit 3: Criminal Background Check</b>	§ 36-12-40	For use or in use by the business;	Commercial Information with Confidential Business Data
<b>Exhibit 4: Demonstration of Sufficient Capital</b>	§ 36-12-40	Secret	Commercial Information with Confidential Financial Data
<b>Exhibit 5: Financial Statements</b>	§ 36-12-40	Secret	Commercial Information with Confidential Financial Data
<b>Exhibit 6: Tax Plan</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 7: Business Formation Documents</b>	§ 36-12-40	For use or in use by the business;	Commercial Information with Confidential Formation Documents
<b>Exhibit 8: Business License and Authorization of Local Jurisdictions</b>	§ 36-12-40	For use or in use by the business;	Commercial Information with Confidential Business Licenses
<b>Exhibit 9: Business Plan</b>	§ 36-12-40	For use or in use by the business;	Commercial Information with Confidential Business Information
<b>Exhibit 10: Evidence of Business Relationship with other Licensees and Prospective Licensees</b>	§ 36-12-40	For use or in use by the business;	Commercial Information with Confidential Business Information

<b>Exhibit 11: Coordination of Information from Registered Certifying Physicians</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 12: Point-of-Sale Responsibilities</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 13: Confidentiality of Patient Information</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 14: Money Handling and Taxes</b>	§ 36-12-40	Secret	Technical Security Process and Procedures Outlined
<b>Exhibit 15: Standard Operating Plan and Procedures</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 16: Policies and Procedures Manual</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 17: Receiving and Shipping Plan</b>	§ 36-12-40	Secret	Technical Security Process and Procedures Outlined
<b>Exhibit 18: Facilities</b>	§ 36-12-40	Secret	Technical Security Process and Procedures Outlined
<b>Exhibit 19: Security Plan</b>	§ 36-12-40	Secret	Technical Security Process and Procedures Outlined
<b>Exhibit 20: Personnel</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 21: Business Leadership Credentials</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 22: Employee Handbook</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 23: Quality Control and Quality Assurance Plan</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 24: Contamination and Recall Plan</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 25: Marketing and Advertising Plan</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 26: Website and Social Media</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Application Form</b>	§ 36-12-40	For use or in use by the business;	Commercial Information with Confidential Business Information
<b>FORM I_Ownership-Entity-Individuals</b>	§ 36-12-40	For use or in use by the business;	Commercial Information with Confidential Business Information
<b>FORM K- Affidavit of Entity Application</b>	§ 36-12-40	For use or in use by the business;	Commercial Information with Confidential Business Information

<b>Proof of Minimum Liability and Casualty Insurance</b>	<b>§ 36-12-40</b>	For use or in use by the business;	Commercial Information with Confidential Business Information
<b>Minority Ownership Documents</b>	<b>§ 36-12-40</b>	For use or in use by the business;	Commercial Information with Confidential Business Information

# Exhibit 15 – 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.

Nidhal Zeer

Owner | Chief Investment Officer

\_\_\_\_\_  
Printed Name of Verifying Individual

\_\_\_\_\_  
Title of Verifying Individual

  
\_\_\_\_\_  
Signature of Verifying Individual

03/01/2023

\_\_\_\_\_  
Verification Date



**Exempt pursuant to Alabama Public Records Law (§ 36-12-40, et seq., Code of Alabama 1975 (as amended))**

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<b>Exhibit 9: Business Plan</b>	§ 36-12-40	For use or in use by the business;	Commercial Information with Confidential Business Information
<b>Exhibit 10: Evidence of Business Relationship with other Licensees and Prospective Licensees</b>	§ 36-12-40	For use or in use by the business;	Commercial Information with Confidential Business Information



<b>Exhibit 11: Coordination of Information from Registered Certifying Physicians</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 12: Point-of-Sale Responsibilities</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 13: Confidentiality of Patient Information</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 14: Money Handling and Taxes</b>	§ 36-12-40	Secret	Technical Security Process and Procedures Outlined
<b>Exhibit 15: Standard Operating Plan and Procedures</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 16: Policies and Procedures Manual</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 17: Receiving and Shipping Plan</b>	§ 36-12-40	Secret	Technical Security Process and Procedures Outlined
<b>Exhibit 18: Facilities</b>	§ 36-12-40	Secret	Technical Security Process and Procedures Outlined
<b>Exhibit 19: Security Plan</b>	§ 36-12-40	Secret	Technical Security Process and Procedures Outlined
<b>Exhibit 20: Personnel</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 21: Business Leadership Credentials</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 22: Employee Handbook</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 23: Quality Control and Quality Assurance Plan</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 24: Contamination and Recall Plan</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 25: Marketing and Advertising Plan</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 26: Website and Social Media</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Application Form</b>	§ 36-12-40	For use or in use by the business;	Commercial Information with Confidential Business Information
<b>FORM I_Ownership-Entity-Individuals</b>	§ 36-12-40	For use or in use by the business;	Commercial Information with Confidential Business Information
<b>FORM K- Affidavit of Entity Application</b>	§ 36-12-40	For use or in use by the business;	Commercial Information with Confidential Business Information

<b>Proof of Minimum Liability and Casualty Insurance</b>	<b>§ 36-12-40</b>	For use or in use by the business;	Commercial Information with Confidential Business Information
<b>Minority Ownership Documents</b>	<b>§ 36-12-40</b>	For use or in use by the business;	Commercial Information with Confidential Business Information

# Exhibit 16 – 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.

Nidhal Zeer

\_\_\_\_\_  
**Printed Name of Verifying Individual**

Nidhal Zeer  
**Signature of Verifying Individual**

Owner | Chief Investment Officer

\_\_\_\_\_  
**Title of Verifying Individual**

03/01/2023

\_\_\_\_\_  
**Verification Date**

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# Exhibit 17: 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.

Nidhal Zeer

Owner | Chief Investment Officer

\_\_\_\_\_  
Printed Name of Verifying Individual

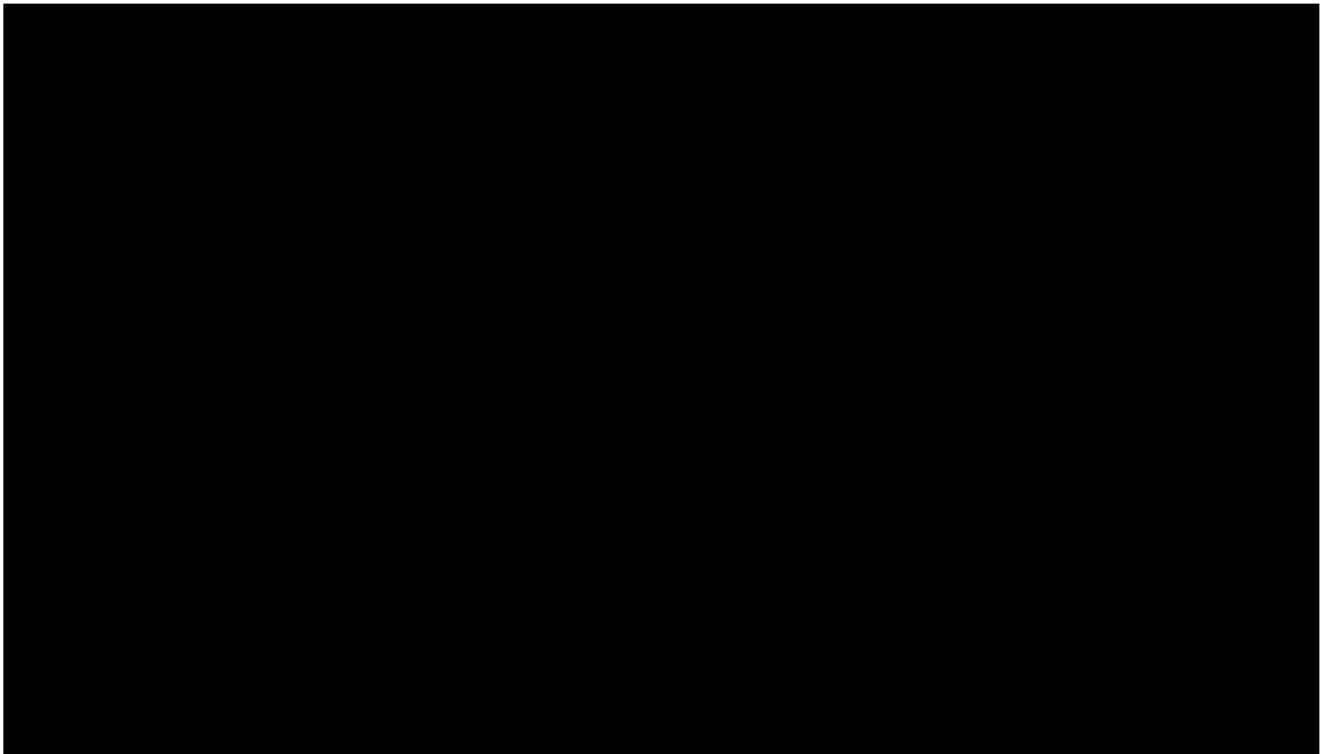
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Title of Verifying Individual

Nidhal Zeer  
Signature of Verifying Individual

12/27/22  
Verification Date

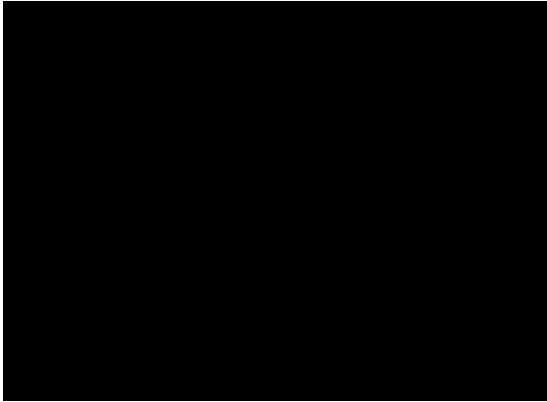
**Introduction**

In coordination with any contracted Secure Transporter or State Testing Laboratory, the Applicant will, in accordance with **Rule 538-x-7-.07-5.**, verify the following: (1) that individual batches of medical cannabis have been tagged or otherwise identified and inserted in containers; (2) that batches and containers are QR coded or otherwise digitally coded, identifying at a minimum the licensee and facility of origin, the licensee and facility of destination, and the date of the State Testing Laboratory's last testing and approval; (3) that medical cannabis is accompanied by a manifest and any other appropriate documentation, and that the information thereon is accurate and has been duly executed by the transporting licensee and the driver; and (4) that all information from the QR code relating to the medical cannabis, as well as the date and time of shipment, has been logged into the Statewide-Seed-to-Sale Tracking System. The Applicant's *Receiving and Shipping Plan* details how the Applicant will accomplish all items of and exceed the required criteria of Exhibit 17. Shipping and receiving area is shown below located on right side of diagram.



**174.1 Incoming Individual Batches of Medical Cannabis Compliance**

At the time of receipt, the Applicant will implement processes developed in other markets to ensure that individual batches of medical cannabis being received for storage and/or dispensing were appropriately prepared, packaged, and labeled. Pursuant to **§20-2A-65(b)(3)**, the Applicant will, in coordination with the Secure Transporter, ensure that the individual batches of medical cannabis being received was transported in one or more sealed containers that were not accessible while in transit. The manifest, and other appropriate documentation,, including a testing Certificate of Analysis, supplied to the vendor from the State Testing Laboratory, must accompany batches of medical cannabis products received by the Applicant. After two of the Applicant’s employees confirm the authenticity of the documentation, the batches of medical cannabis products will remain stored in a separate secure quarantine area near the receiving area and will remain isolated until the Certified Dispenser releases the batches of medical cannabis products from quarantine. The Certified Dispenser will conduct a thorough visual inspection of all incoming medical cannabis batches to ensure that no products are expired, outdated, misbranded, opened, breached, deteriorated, or otherwise damaged, or have been recalled or withdrawn. A visual check will involve using digital microscopy equipment and inspection hand loops to inspect medical cannabis products using predefined criteria. The Inventory Manager will check for tears, contamination, adulteration, improper labeling, and any other deviations from the Commission’s quality standards.



Additionally, in accordance with **Rule 538-x-6.04-2.**, the Applicant will ensure that individual batches of medical cannabis being received for storage and/or dispensing were prepared such that the products must: (a) be shown to meet intended levels of purity; (b) be shown to be reliably free of toxins and contaminants (see Appendix A to Chapter 10 of the Commission’s Rules); (c) contain no additives other than pharmaceutical grade excipients; (d) not be processed into a form that is attractive to or targets children; and (e) as to all

gelatinous cube, cuboid, and lozenge medical cannabis products, conform to the universal flavor established by the Commission under **§ 20-2A-63(f)**, Code of Alabama 1975, which is peach. Similarly, the Applicant will ensure that all batches of medical cannabis it receives for storage and/or dispensing are medical grade, manufactured using documented good quality practices, and meet Good Manufacturing Practices, such that the product is shown to meet intended levels of purity and be reliably free of toxins and contaminants, pursuant to **§20-2A-63(c)(1)**. Additionally, the Applicant will verify that batches of medical cannabis received for storage and/or dispensing has packaging and labeling that complies with **Rule 538-x-6-.05** and **§20-2A-63(e)**. The Applicant will also verify that batches of medical cannabis received for storage and/or dispensing have successfully passed all official tests by a State Laboratory Testing, as described in **§20-2A-66** and **Chapter 10** of the Commission's rules. Any discrepancies will be documented using a pass/fail system for each batch and individual package of medical cannabis. Medical cannabis products or batches of medical cannabis that fail inspection will be segregated and placed under quarantine within the secured storage area. The Applicant will coordinate with the licensee who sent the inappropriately prepared, packaged, or labeled batches of medical cannabis to correct the issue or obtain a refund and return the products.

Pursuant to **Rule 538-x-6-.05-2.k.**, the Applicant will ensure that incoming individual batches of medical cannabis have labels that contain a digital image or QR Code for purposes of tracking cannabis and medical cannabis products and must interface with the Statewide Seed-to-Sale Tracking System. In accordance with **Rule 538-x-6-.05-2.o.**, the Applicant will verify that the QR coding or other approved digital coding on individual batches of incoming medical cannabis identify, at a minimum, the following: (1) The Processor or Integrated Facility; (2) The facility of origin; (3) The type of product; (4) The date of processing, packaging, and labeling; (5) The date of the Processor's or Integrated Facility's State Testing Laboratory testing approval; (6) The expiration date (or, if no expiration date, a notation that the expiration date does not apply); and (7) The Alabama Poison Control contact information as provided on the AMCC website.

## **174.2 Ensuring Incoming Medical Cannabis is Accompanied by Manifest and Other Documents**

The Applicant acknowledges that a “manifest” is a document listing the cargo and crew of a vehicle, for the review and use of state officials and the Applicant’s personnel, pursuant to **Rule 538-x-7-.07-1**. As such, the Applicant will coordinate with the Secure Transporters to ensure that before transporting cannabis or medical cannabis, the Secure Transporter must: (1) Complete a manifest on a form approved by the Commission, and (2) Input the manifest to the Statewide Seed-to-Sale Tracking System, in accordance with **Rule 538-x-7-.07-2**. Similarly, the Applicant will require that the Secure Transporter enters the route plan and manifest into the statewide seed-to-sale tracking system, and a copy must be carried in the transporting vehicle and presented to a law enforcement officer upon request, pursuant to **§20-2A-65(b)(2)**.

The Applicant’s Inventory Manager will, in compliance with **Rule 538-x-7-.07-3**., verify incoming medical cannabis is accompanied by the Secure Transporter’s manifest and other appropriate documentation, that at a minimum contains the following: (a) The names of the driver, crew member, and any other individuals onboard; (b) The name and address of the destination; (c) The weight and description of each individual package that is part of the shipment, and the total number of individual packages; (d) The date and time the medical cannabis shipment is placed into the transport vehicle; (e) The date and time the shipment is accepted at the delivery destination; (f) The identity of the employee having custody of the medical cannabis, and the circumstances, duration, and disposition of any other person who had custody or control of the shipment; and (g) Any handling or storage instructions. Upon delivery, the Applicant’s Inventory Manager will coordinate with the Secure Transporter to: (a) Verify and document the type and quantity of the transported medical cannabis against the manifest; (b) Input the updated manifest to the Statewide Seed-to-Sale Tracking System; (c) Verify the information in the manifest and other appropriate documentation is accurate and has been duly executed by all appropriate parties; and (d) Sign the manifest and other documents demonstrating that delivery has been accomplished, in accordance with **Rule 538-x-7-.07-6**. The Applicant will ensure that the manifest is signed by: (1) an authorized



employee of the facility from which the medical cannabis is being transported; (2) The Secure Transporter’s driver; and (3) An authorized employee of the Applicant (i.e. the Inventory Manager), in compliance with **Rule 538-x-7-.07-4, and retain a copy of the manifest for its records.** Logging incoming medical cannabis information into the Statewide Seed-to-Sale Tracking System

Upon delivery, the Applicant’s Inventory Manager will coordinate with the Secure Transporter to ensure that all information from the QR code relating to the incoming medical cannabis, as well as the date and time of arrival, has been logged into the Statewide-Seed-to-Sale Tracking System. The Applicant will also require that the contracted Secure Transporters also log details regarding the product and the transport in the Statewide Seed-To-Sale Tracking System and/or the manifest relating to said transport, in accordance with **Rule 538-x-7-.02-3.b.**

### **174.3 Incoming Medical Cannabis Products Compliance**

The Applicant will coordinate with the Secure Transporter to ensure that medical cannabis products being received by the applicant by means of a Secure Transporter must be appropriately packaged, labeled, and inserted in containers. The Applicant will perform the same procedures described for incoming batches of medical cannabis in *Section 17.1* for all medical cannabis products being received by the Applicant to ensure they are appropriately packaged, labeled, and inserted in containers prior to transport. Specifically, as described above for batches, the Applicant will ensure that incoming medical cannabis products were transported in accordance with **§20-2A-65(b)(3)**; manufactured and prepared in compliance with **Rule 538-x-6-.04-2.** and **§20-2A-63(c)(1)**; packaged and labeled in compliance with **Rule 538-x-6-.05** and **§20-2A-63(e)**; and passes all official tests as described in **§20-2A-66** and **Chapter 10** of the Commission’s rules.

### **174.4 Outgoing Batches and Containers Compliance**

The Applicant will contract with a Secure Transporter to transport medical cannabis, in a safe, efficient, and professional manner from and to the Applicant’s and other licensees’

facilities, pursuant to **Rule 538-x-7-.02-3.a.** In compliance with **Rule 538-x-6-.05-2.k.,** the Applicant will ensure that batches and containers being shipped from the Applicant's facilities have labels that contain a digital image or QR Code for purposes of tracking medical cannabis products and must interface with the Statewide Seed-to-Sale Tracking System. The Applicant will, in accordance with **Rule 538-x-6-.05-2.o.,** verify that the QR coding or other approved digital coding on batches and containers of being shipped from the Applicant's to or from another licensee's facility or to or from another of the Applicant's own facilities identify, at a minimum, the following: (1) the Cultivator, Processor or Integrated Facility from which the medical cannabis was sourced; (2) the facility or facilities of origin; (3) type of product; (4) date of processing; (5) date of packaging; (6) expiration date (or, if no expiration date, a notation that the expiration date does not apply); (7) the date of the Processor's or Integrated Facility's State Laboratory testing approval(s); and (8) the Alabama Poison Control contact information as provided on the AMCC website.

Prior to transport, the Applicant will also implement processes developed in other markets to ensure that medical cannabis products being shipped by the Applicant to or from another licensee's facility or to or from another of the Applicant's own facilities by means of a Secure Transporter were appropriately packaged, labeled, and inserted in containers. Pursuant to **§20-2A-65(b)(3),** the Applicant will, in coordination with the contracted Secure Transporter, ensure that medical cannabis products being shipped from the Applicant's facilities are inserted and transported in one or more sealed containers and not be accessible while in transit. Also, the Applicant will coordinate with the contracted State Testing Laboratory to ensure that samples of medical cannabis being sent for testing from the Applicant's facilities are sealed into a locked tamper-evident container that shall not be accessible to the State Testing Laboratory transporter during transit, pursuant to **Rule 538-x-10-.03-3.b.(2).**

Documentation , including a manifest Certificate of Analysis testing, supplied to the Applicant from the State Testing Laboratory, must accompany medical cannabis products being shipped by the Applicant. After two of the Applicant's employees confirm the authenticity of the documentation, the medical cannabis products will remain stored in a separate secure

quarantine area near the shipping area and will remain isolated until the Certified Dispenser releases the medical cannabis products from quarantine. Prior to transport, the Inventory Manager will conduct a thorough visual inspection of all outgoing medical cannabis to ensure that no products are expired, outdated, misbranded, opened, breached, deteriorated, or otherwise damaged, or have been recalled or withdrawn. A visual check will involve using digital microscopy equipment and inspection hand loops to inspect medical cannabis products using predefined criteria. The Inventory Manager will check for tears, contamination, adulteration, improper labeling, and any other deviations from the Commission's quality standards.

In accordance with **Rule 538-x-6.04-2.**, the Applicant will also ensure that medical cannabis being shipped by the Applicant to or from another licensee's facility or to or from another of the Applicant's own facilities were prepared such that the products must: (a) be shown to meet intended levels of purity; (b) be shown to be reliably free of toxins and contaminants (see Appendix A to Chapter 10 of the Commission's Rules); (c) contain no additives other than pharmaceutical grade excipients; (d) not be processed into a form that is attractive to or targets children; and (e) as to all gelatinous cube, cuboid, and lozenge medical cannabis products, conform to the universal flavor established by the Commission under **§ 20-2A-63(f)**, Code of Alabama 1975, which is peach. Similarly, the Applicant will ensure that all medical cannabis being shipped by the Applicant are medical grade, manufactured using documented good quality practices, and meet Good Manufacturing Practices, such that the product is shown to meet intended levels of purity and be reliably free of toxins and contaminants, pursuant to **§20-2A-63(c)(1)**. Additionally, the Applicant will verify that all the medical cannabis being shipped by the Applicant to or from another licensee's facility or to or from another of the Dispensary's own facilities is packaged and labeled in accordance with **Rule 538-x-6.05** and **§20-2A-63(e)**. The Applicant will also verify that all medical cannabis products it ships have successfully passed all official tests by a State Laboratory Testing, as described in **§20-2A-66** and **Chapter 10** of the Commission's rules. Any discrepancies will be documented using a pass/fail system for each individual

package. Medical cannabis products that fail inspection will be segregated and placed under quarantine within the secured storage Area.

### **174.5 Ensuring Outgoing Medical Cannabis is Accompanied by a Manifest and Other Documentation**

The Applicant acknowledges that, in accordance with **Rule 538-x-10-03-3.a. & b.**, a State Testing Laboratory is authorized, without the use of a Secure Transporter, to do the following: (1) Take cannabis or medical cannabis from, test cannabis or medical cannabis for,

The image shows a screenshot of a 'Washington Marijuana Transportation Manifest' form, Step 1 of 1. The form is displayed in a PDF viewer window titled '99716.pdf - Adobe Reader'. The form includes the following sections:

- Originator Information:** Originator's Name, Address, Phone, and Signature.
- Destination Information:** Destination's Name, Address, and Phone.
- Product Information:** Product Name, Quantity, and Description.
- Barcode:** A barcode representing the manifest number.
- Table:** A table with columns for 'Item ID', 'Quantity', and 'Description'.

and return cannabis or medical cannabis only to a respective licensed facility; and (2) Collect a random sample of cannabis or medical cannabis at the premises of a cultivator, processor, dispensary, or integrated facility for testing. Similarly, a State Testing Laboratory carrying cannabis or medical cannabis are subject to the rules and regulations applicable to Secure Transporters as set forth in Chapter 7 of the Commission's Rules. Thus, the Applicant's Inventory Manager will verify outgoing medical cannabis being sent for testing is accompanied by the State Testing Laboratory's manifest and other appropriate documentation, that at a minimum identify the criteria outlined in **Rule 538-x-7-07-3.**, which is also described below. The Applicant will verify that the State Testing Laboratory transporting samples of medical cannabis follow the procedures outlined for Secure Transporters below, as applicable.

The Applicant will coordinate with Secure Transporters to ensure that before transporting medical cannabis, the Secure Transporter must: (1) Complete a manifest on a form approved by the Commission, and (2) Input the manifest to the Statewide Seed-to-Sale Tracking System, in accordance with **Rule 538-x-7-07-2.** Similarly, the Applicant will require that the Secure Transporter enters the route plan and manifest into the statewide seed-to-sale

tracking system, and a copy must be carried in the transporting vehicle and presented to a law enforcement officer upon request, pursuant to **§20-2A-65(b)(2)**. The Applicant's Inventory Manager will, in compliance with **Rule 538-x-7-.07-3.**, verify outgoing medical cannabis is accompanied by the Secure Transporter's manifest and other appropriate documentation, that at a minimum contains the following: (a) The names of the driver, crew member, and any other individuals onboard; (b) The name and address of the destination; (c) The weight and description of each individual package that is part of the shipment, and the total number of individual packages; (d) The date and time the medical cannabis shipment is placed into the transport vehicle; (e) The date and time the shipment is accepted at the delivery destination; (f) The identity of the employee having custody of the medical cannabis, and the circumstances, duration, and disposition of any other person who had custody or control of the shipment; and (g) Any handling or storage instructions.

The Applicant will ensure that Secure Transporters have standard operating procedure (SOPs) in place that require that, upon delivery, the Secure Transporter must coordinate with the receiving licensee to: (a) Verify and document the type and quantity of the transported medical cannabis against the manifest; (b) Input the updated manifest to the Statewide Seed-to-Sale Tracking System; (c) Verify the information in the manifest and other appropriate documentation is accurate and has been duly executed by all appropriate parties; and (d) Sign the manifest and other documents demonstrating that delivery has been accomplished, in accordance with **Rule 538-x-7-.07-6**. The Applicant will ensure that the manifest is signed by: (1) an authorized employee of the Applicant's facility from which the medical cannabis is being transported; (2) The Secure Transporter's driver; and (3) An authorized employee of the receiving facility, in compliance with **Rule 538-x-7-.07-4 and a copy of the manifest is retained for our records.**

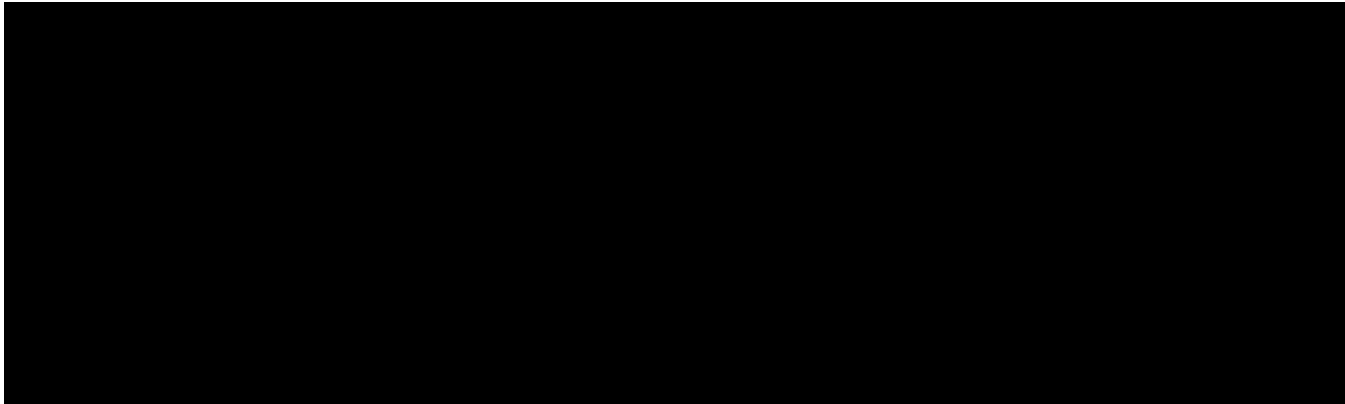
#### **174.6 Logging Outgoing Medical Cannabis Information into the Statewide Seed-to-Sale Tracking System.**

Prior to shipping, the Applicant's Inventory Manager will coordinate with the Secure Transporter to ensure all information from the QR code relating to the outgoing medical

cannabis, as well as the date and time of shipment, has been logged into the Statewide-Seed-to-Sale Tracking System. The Applicant will also require that the contracted Secure Transporters also log details regarding the product and the transport in the Statewide Seed-To-Sale Tracking System and/or the manifest relating to said transport, in accordance with **Rule 538-x-7-.02-3.b.** Similarly, for outgoing medical cannabis being sent for testing by means of a State Testing Laboratory, the Applicant will ensure that the State Testing Laboratory will, at a minimum, monitor, track, and enter the information outlined in **Rule 538-x-10-.04-14.** into the Statewide Seed-to-Sale Tracking System as to each sample to be tested, including, but not limited to: (1) The date and time the sample was obtained; (2) The date and time of shipment; and (3) The tag, lot, or batch number (and any other information contained on the digital or QR code) applicable to the medical cannabis, as available, from which each sample was obtained. Likewise, the Applicant will ensure that at the time of transport, the State Testing Laboratory selecting a sample shall, using tamper-resistant products, record the name of the Applicant and facility providing the sample; the batch, lot, or production run number; and the weight or quantity of the sample, in accordance with **Rule 538-x-10-.03-3.b.(1).**

#### **174.7 Conclusion**

In coordination with the Applicant's contracted Secure Transporter and State Testing Laboratory, the Applicant has meticulously developed this *Receiving and Shipping Plan* that addresses and exceeds all items and the required criteria of Exhibit 17.



# Exhibit 18 – Facilities

Applicant regrets that Exhibit 18 in its entirety must be redacted. Applicant attempted to redact only those portions of the architectural drawings containing sensitive security information. Each time this document was only partially redacted it became corrupted and misapplied redactions. The only solution, unfortunately, was for the Applicant to redact this Exhibit 18 entirely to protect the security of its facility, employees and patients.

## 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.**

Nidhal Zeer

\_\_\_\_\_  
**Printed Name of Verifying Individual**

Nidhal Zeer  
**Signature of Verifying Individual**

Owner | Chief Investment Officer

\_\_\_\_\_  
**Title of Verifying Individual**

03/01/2023  
\_\_\_\_\_  
**Verification Date**



























































































































## 1. Declaration of Exempt Information

Applicant has provided below a listing of information claimed to be exempt from public disclosure. This listing identifies each section of the application that has been excluded from the Redacted Copy provided with the application, as described in Section 1.8 of these Application Instructions. Applicant considers many portions of application-related documents, information, or records submitted to the Commission to be a trade secret and/or otherwise exempt from public inspection or disclosure pursuant to Alabama Public Records Law (§ 36-12-40, et seq., Code of Alabama 1975 (as amended)), the Applicant has prominently and conspicuously marked all such information as “**Confidential–Exempt from Public Disclosure.**” The Applicant has submitted a brief, written description of the grounds for each redaction, including the specific statutory authority supporting each redaction.

### 1.1.1. Written Description of the Grounds for Each Exemption

Pursuant to § 36-12-40, Rights of citizens to inspect and copy public writings; exceptions. Every citizen has a right to inspect and take a copy of any public writing of this state, except as otherwise expressly provided by statute. Provided however, registration and circulation records and information concerning the use of the public, public school or college and university libraries of this state shall be exempted from this section. Provided further, any parent of a minor child shall have the right to inspect the registration and circulation records of any school or public library that pertain to his or her child. Notwithstanding the foregoing, records concerning **security plans, procedures, assessments, measures, or systems**, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be

detrimental to the public safety or welfare, and records the disclosure of which would otherwise be detrimental to the best interests of the public shall be exempted from this section. Any public officer who receives a request for records that may appear to relate to critical infrastructure or critical energy infrastructure information, shall notify the owner of such infrastructure in writing of the request and provide the owner an opportunity to comment on the request and on the threats to public safety or welfare that could reasonably be expected from public disclosure on the records.

### 1.1.2. Listing of Information Claimed to be Exempt from Public Disclosure

<b>Listing of Information Claimed to be Exempt from Public Disclosure</b>	<b>Specific Statutory Citation for such Exemption</b>	<b>Type of Trade Secret</b>	<b>Notes</b>
<b>Exhibit 1: Resume or Curriculum Vitae of Individuals with Ownership Interest</b>	§ 36-12-40	For use or in use by the business;	Commercial Information with Confidential Business Data
<b>Exhibit 2: Residency of Owners</b>	§ 36-12-40	For use or in use by the business;	Commercial Information with Confidential Business Data
<b>Exhibit 3: Criminal Background Check</b>	§ 36-12-40	For use or in use by the business;	Commercial Information with Confidential Business Data
<b>Exhibit 4: Demonstration of Sufficient Capital</b>	§ 36-12-40	Secret	Commercial Information with Confidential Financial Data
<b>Exhibit 5: Financial Statements</b>	§ 36-12-40	Secret	Commercial Information with Confidential Financial Data
<b>Exhibit 6: Tax Plan</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 7: Business Formation Documents</b>	§ 36-12-40	For use or in use by the business;	Commercial Information with Confidential Formation Documents
<b>Exhibit 8: Business License and Authorization of Local Jurisdictions</b>	§ 36-12-40	For use or in use by the business;	Commercial Information with Confidential Business Licenses
<b>Exhibit 9: Business Plan</b>	§ 36-12-40	For use or in use by the business;	Commercial Information with Confidential Business Information
<b>Exhibit 10: Evidence of Business Relationship with other Licensees and Prospective Licensees</b>	§ 36-12-40	For use or in use by the business;	Commercial Information with Confidential Business Information

<b>Exhibit 11: Coordination of Information from Registered Certifying Physicians</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 12: Point-of-Sale Responsibilities</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 13: Confidentiality of Patient Information</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 14: Money Handling and Taxes</b>	§ 36-12-40	Secret	Technical Security Process and Procedures Outlined
<b>Exhibit 15: Standard Operating Plan and Procedures</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 16: Policies and Procedures Manual</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 17: Receiving and Shipping Plan</b>	§ 36-12-40	Secret	Technical Security Process and Procedures Outlined
<b>Exhibit 18: Facilities</b>	§ 36-12-40	Secret	Technical Security Process and Procedures Outlined
<b>Exhibit 19: Security Plan</b>	§ 36-12-40	Secret	Technical Security Process and Procedures Outlined
<b>Exhibit 20: Personnel</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 21: Business Leadership Credentials</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 22: Employee Handbook</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 23: Quality Control and Quality Assurance Plan</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 24: Contamination and Recall Plan</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 25: Marketing and Advertising Plan</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Exhibit 26: Website and Social Media</b>	§ 36-12-40	Secret	Technical Process and Procedures Outlined
<b>Application Form</b>	§ 36-12-40	For use or in use by the business;	Commercial Information with Confidential Business Information
<b>FORM I_Ownership-Entity-Individuals</b>	§ 36-12-40	For use or in use by the business;	Commercial Information with Confidential Business Information
<b>FORM K- Affidavit of Entity Application</b>	§ 36-12-40	For use or in use by the business;	Commercial Information with Confidential Business Information



<b>Proof of Minimum Liability and Casualty Insurance</b>	<b>§ 36-12-40</b>	For use or in use by the business;	Commercial Information with Confidential Business Information
<b>Minority Ownership Documents</b>	<b>§ 36-12-40</b>	For use or in use by the business;	Commercial Information with Confidential Business Information

# Exhibit 19 – 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.

Nidhal Zeer

Owner | Chief Investment Officer

\_\_\_\_\_  
Printed Name of Verifying Individual

\_\_\_\_\_  
Title of Verifying Individual

*Nidhal Zeer*

03/01/2023

\_\_\_\_\_  
Signature of Verifying Individual

\_\_\_\_\_  
Verification Date

**Exempt pursuant to Alabama Public Records Law (§ 36-12-40, et seq.,  
Code of Alabama 1975 (as amended))**

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**Exempt pursuant to Alabama Public Records Law (§ 36-12-40, et seq., Code of Alabama 1975 (as amended))**

# Exhibit 20 – 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.

Nidhal Zeer

Owner | Chief Investment Officer

\_\_\_\_\_  
Printed Name of Verifying Individual

\_\_\_\_\_  
Title of Verifying Individual

*Nidhal Zeer*

\_\_\_\_\_  
Signature of Verifying Individual

03/01/2023

\_\_\_\_\_  
Verification Date

**20.1 Introduction**

Below is a roster of all personnel (all leaders and employees) affiliated with the Applicant, including names, street addresses, contact telephone numbers, email addresses and social security numbers, current to within thirty (30) days prior to the date of application, and the Applicant’s verification that, if the Applicant is issued a business license, all employees will be registered to the AMCC website and will undergo appropriate pre-employment background checks.



**20.2 FORM G: PERSONNEL ROSTER & VERIFICATION**

**FORM G: PERSONNEL ROSTER & VERIFICATION**

Statewide Property Holdings AL, LLC

Business License Applicant Name

Dispensary

License Type

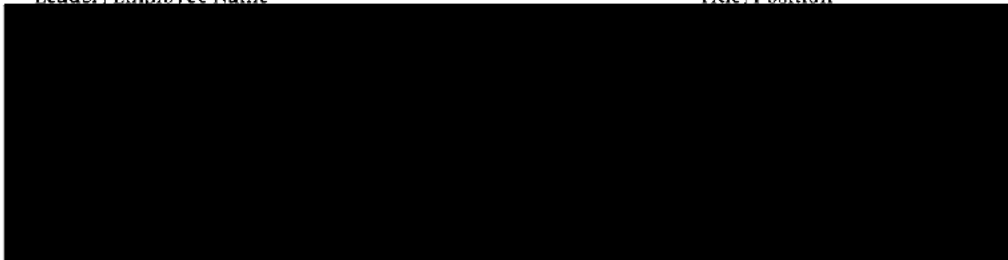
*Complete the following information, current to within thirty (30) days prior to the date of application, for all personnel (each leader and employee) affiliated with the Applicant. Attach additional forms if necessary.*

Stormy Simon

Leader/Employee Name

Chief Executive Officer

Title/Position

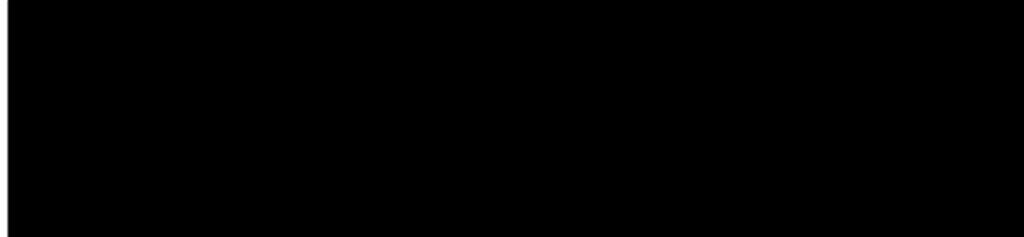


Randi Hernandez, LCSW

Leader/Employee Name

Chief Operating Officer

Title/Position

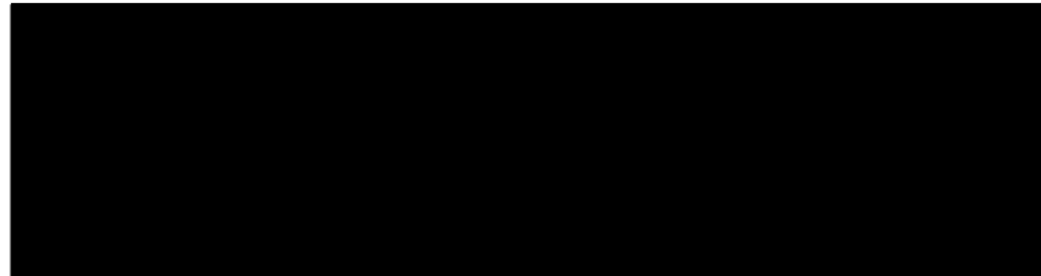


Melony Valleau, CPA

Leader/Employee Name

Chief Financial Officer

Title/Position

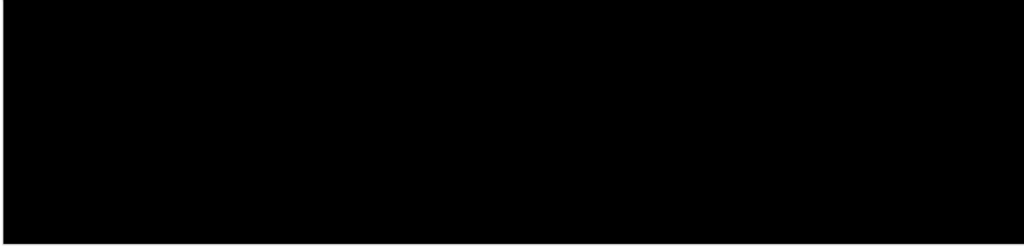


Lauren Simpson

Leader/Employee Name

Chief Compliance Officer

Title/Position

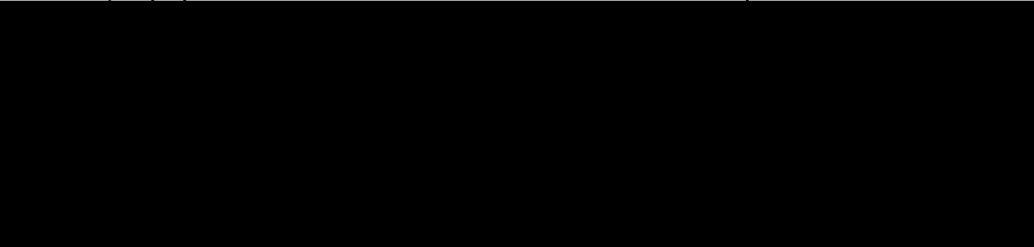


Nidhal Zeer

Leader/Employee Name

Chief Investment Officer

Title/Position

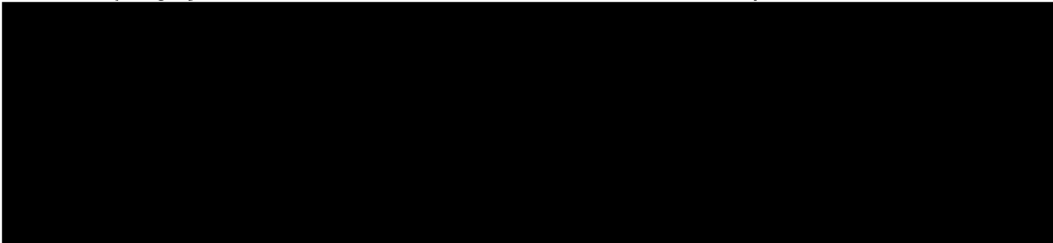


Gloria Boyd, RPh

Leader/Employee Name

Certified Dispenser

Title/Position

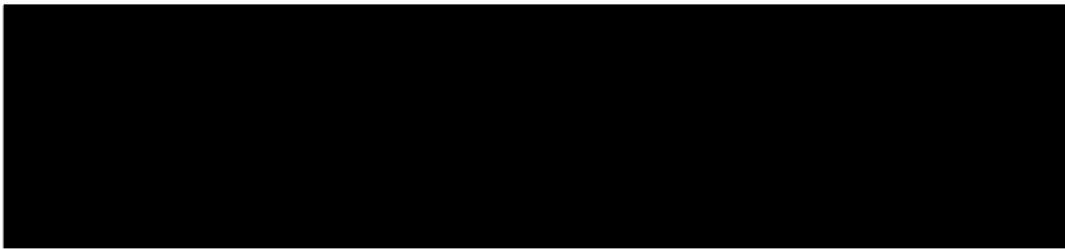


Joi Jacobs, PharmD

Leader/Employee Name

Certified Dispenser

Title/Position

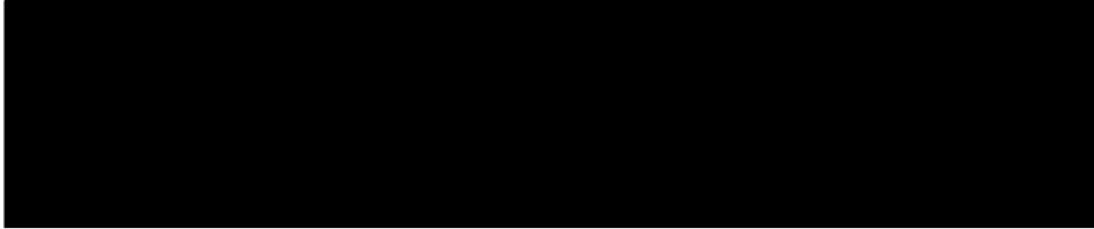


Andrew Quigley

Leader/Employee Name

Training Director

Title/Position

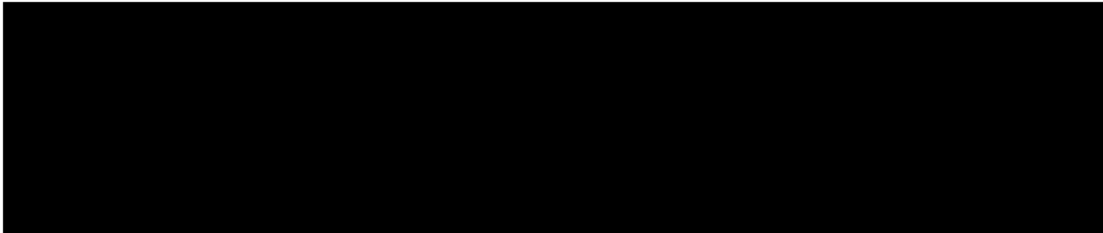


Anthony Gallo

Leader/Employee Name

Security Director

Title/Position

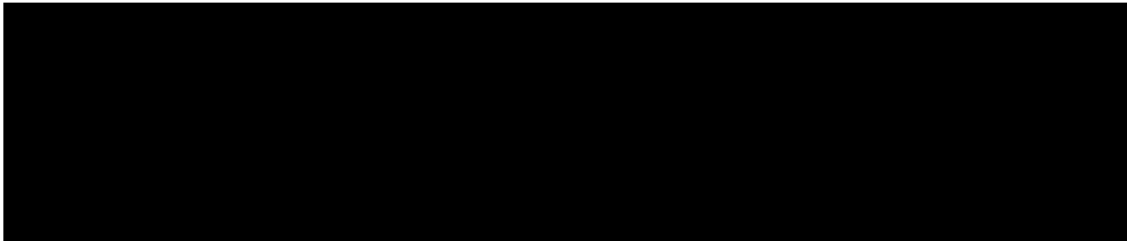


Nasem Issak

Leader/Employee Name

Real Estate Director

Title/Position

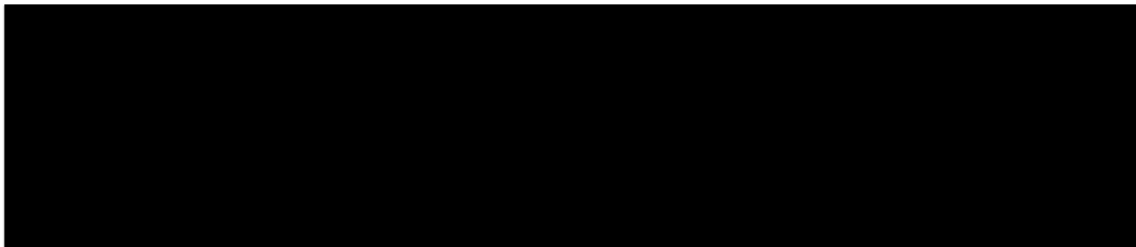


Lea Oblena

Leader/Employee Name

Marketing Director

Title/Position

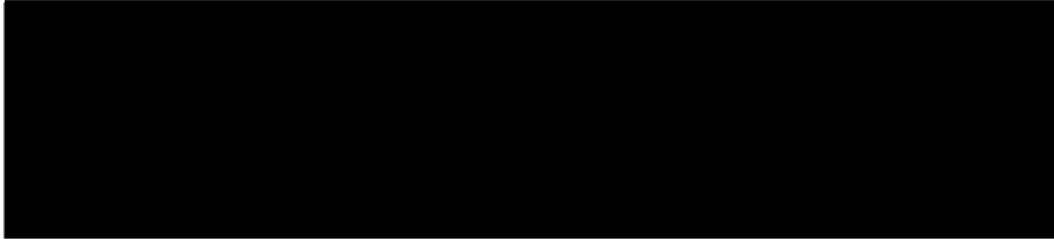


Dr. Nicholas Bottaro, DO, MBA, MPH

Medical Advisory Board Chairman

Leader/Employee Name

Title/Position

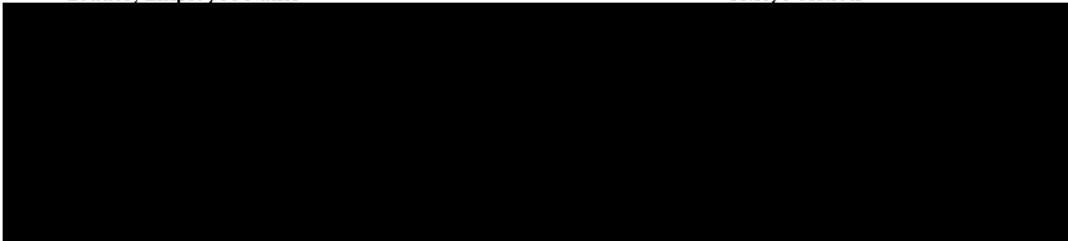


Mark Goldfogel

Technology Advisor

Leader/Employee Name

Title/Position

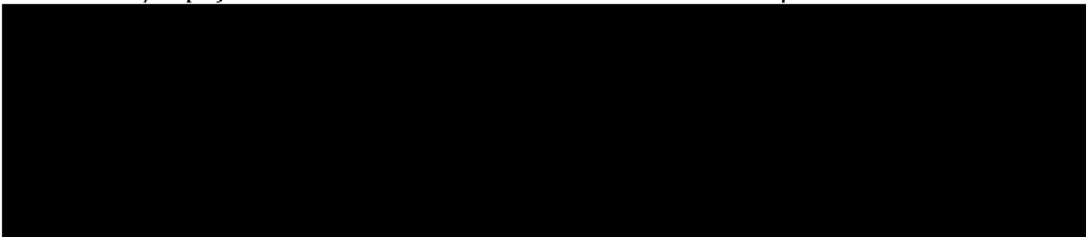


Shellene Suemori, MS

Products Advisor

Leader/Employee Name

Title/Position



Leader/Employee Name

Title/Position

SSN

Telephone

Email

Street Address

City

State

Zip

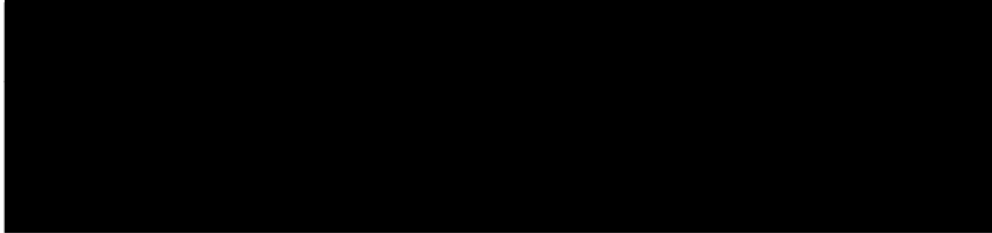
Form G: Personnel Roster & Verification  
Page 2

Kerry Bennett, MBA

Leader/Employee Name

Dispensary Director

Title/Position



Robin Coulter, PharmD

Leader/Employee Name

Certified Dispenser

Title/Position



Adam Berk, MBA

Leader/Employee Name

Information Technology Director

Title/Position



**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.

Nidhal Zeer

Printed Name of Verifying Individual

Owner and Chief Investment Officer

Title of Verifying Individual

*Nidhal Zeer*

Signature of Verifying Individual

12/12/2022 16:49 UTC

Verification Date

# Exhibit 21 – 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.

Nidhal Zeer

Printed Name of Verifying Individual

  
Signature of Verifying Individual

Owner | Chief Investment Officer

Title of Verifying Individual

03/01/2023

Verification Date

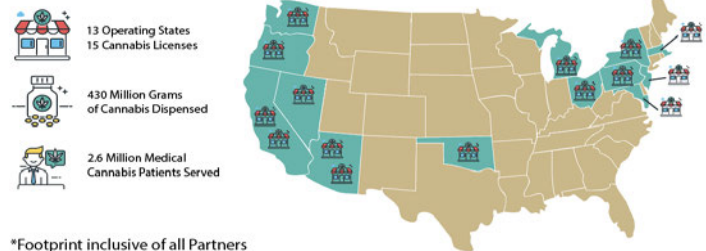
## 21.1 Curriculum Vitae for the Business - 3 pages

The Applicant's curriculum vitae, demonstrated in the adjacent image, best illustrates Applicant's cannabis operating capacity. (1) The **CEO** is an e-commerce pioneer, entrepreneur, public speaker, and

cannabis activist and spent 15 years of her career at the e-commerce retailer Overstock.com, beginning her tenure as a temp and eventually rising to President of the nearly \$2B company in 2013. Along the way, she built Overstock's Branding, Marketing, and Customer Service departments, where she coined the phrase "Customer Care." Her hands-on approach to leadership led her to write and produce the iconic "Discover the Secret of the Big O" campaign, which propelled Overstock to become a household name. In 2016, she stepped down from the Presidency at Overstock and followed her passion into the burgeoning world of Cannabis. A longtime cannavangelist, she began working at a cultivation center in Denver to immerse herself in the industry thoroughly. Throughout that journey, she became a passionate medical advocate, spent two years as Strategic Officer for METRC, a blockchain payment system for cannabis-related businesses, and in 2017 joined the board of High Times, one of the leading global brands in cannabis culture. (2) **Owner #1 and Certified Dispenser #1** is an experienced retail pharmacy manager who has formed trusted relationships with Northern Alabama patients for nearly three decades. She's articulate, detailed, and results-oriented, with extensive experience in pharmacy management, forensic inventory auditing, employee coaching, and customer service. She is an active member of the [REDACTED] Band Booster and a vestry member of [REDACTED] Church.

She obtained her Bachelor of Science in Pharmacy from Xavier University and her Bachelor of Science in Biology from Tuskegee University. She holds an active Alabama Pharmacist License with certifications in Patient-Centered Diabetes Care, Small Group Instructor Training, CPR, and First Aide. She was recognized as Pharmacist of the Quarter by the McDonald Army Hospital while helping veteran patients in Virginia. (3) Owner 2 and the proposed **Certified Dispenser** grew up 10 minutes from proposed dispensary site 3 in

### National Footprint\*



Gadsden. She is a hardworking and reliable pharmacist with a strong ability in medication dispensing and patient care throughout the northern Alabama region. Highly skilled in accomplishing drug-utilization reviews and order verifications in established pharmaceutical settings, she excels with care coordination and communication between physicians, caregivers, and patients to manage the best care and follow up for patients. Joi is highly organized, proactive, and punctual, and incites enthusiasm by her motivating team-oriented mentality to make a difference and improve health care in Alabama.

(4) Owner 3 and **Chief Investment Officer** is a lifelong businesswoman, experienced investor, and business owner with a chain of 7 (soon to be 9) licensed cannabis retailers operating in Michigan as Joyology, generating over ██████ in annual revenue. In addition to the numerous Joyology cannabis retailers, Owner 3 owns and operates a 30,000-square-foot licensed cannabis manufacturing and cultivation facility in Warren, Michigan. (5) The **COO** has been in the healthcare industry for over 30 years. In 2015, she co-founded a state-of-the-art cultivation and processing laboratory in Maine. In 2019, she opened Acanza Health Group, a majority female-owned vertically integrated medical cannabis company in Arkansas that serviced hundreds of patients daily and generated an annual revenue of over ██████. She obtained her master's and bachelor's in Social Work from Washington State University and previously held a certificate as a licensed clinical social worker. (6) The **Chief Financial Officer** served as the controller of a vertically integrated cannabis company in Oregon, Nevada, California, Oklahoma, and Massachusetts. She has vast compliance and reporting background, having consolidated seventeen entities and prepared SEC 10Q and 10K filings. Before her cannabis career, she was an auditor for Ernst and Young, where she developed her meticulous auditing ability. She obtained her Bachelor of Science in Accounting from Florida State University and is a Certified Public Accountant. (7) The **Chief Compliance Officer** operates one of the highest-trafficked dispensaries in Maryland. Her operations have seen millions of patients requiring detailed compliance protocols and reporting. As managing partner and CEO, she remains responsible for ensuring the success and compliance of the dispensary. She has implemented cannabis Employee Training, Product Safety, Labeling, Recall, and Compliance Plans. She received a Bachelor of Science in Agricultural & Resource Economics specializing in Business Management, Magna Cum Laude. (8) The **Dispensary Director** brings 17 years of Senior Management experience in



the Cannabis and Banking industries. He served as the Director of Operations of a multi-state, vertically integrated cannabis company managing the manufacturing, sale, distribution, or branding of cannabis products. He holds licenses in the adult use and medical cannabis marketplace in Oregon, Nevada, California, Oklahoma, and Massachusetts. He obtained his Bachelor of Business Administration in Finance from Stephen F. Austin State University and his Master of Business Administration from the University of Phoenix. (9) The **Medical Director** and proposed **Certified Dispenser** served as the Specialty Pharmacy Manager at the Cleveland Clinic. Her experience implementing Six Sigma/Lean Process manufacturing improvements in clinical and cannabis dispensary settings will aid in designing proper facility layouts and policies. She holds a Doctor of Pharmacy from the University of Findlay, where she graduated Cum Laude, a Master's in Business Administration from Ursuline College, and a Bachelor of Science in Biology. She retains certifications from the American College of Clinical Pharmacists for Board Certification in Pharmacotherapy Specialty, Six Sigma Lean/DFSS Green Belt, and APhA Delivering Medication Therapy Management Services. (10) The **Information Technology Director** was formally a military officer at the United States Naval Academy. After extensive military strategy training, he earned a finance and hospitality management degree from Cornell University and an MBA from the University of Miami School of Business. He was GrubHub's founder and CEO, which sold to Osmio - Steamless. He then became the founder, CEO, Chairman, and largest shareholder of a publicly traded vertically integrated cannabis company with gross revenue of \$48.5 million and 400 employees. (11) The **Training Director** was formerly the head of Retail and Training for a publicly traded multi-state operator with six dispensaries throughout Oregon and California with over 250 employees. He obtained his Bachelor of Science in Business Management from Southeastern Louisiana University. He holds certifications in Metrc, East Fork CBD, and Greenbits. (12) The **Security Director** has more than 30 years of retail experience in Loss Prevention, Audit, Safety, and Risk/Emergency Management and was named one of the Top 100 ancillary companies in the cannabis industry. His company has provided security for hundreds of cannabis businesses. Before his cannabis work, he was the former Director of Loss Prevention and Safety for EZ Corp and the Field Loss Prevention Manager at Sears. He obtained his Bachelor of Science in Criminal Justice from New Jersey City University. (13) The **Real Estate Director** is an accomplished, self-made businessman with insurance

operations in 100+ retail locations throughout the county. He owns and operates ten cannabis licenses in 6 U.S. States. His multi-state cannabis operations have cultivated over 52 million grams of cannabis and 20 million grams of oil and dispensed 100 million grams of fully compliant, third-party laboratory-tested product to over 26,000 patients. He is a player-coach, managing over 200 employees and developing compliant cannabis companies in developing markets. (14) The **Marketing Director's** background includes digital and print marketing strategies for the largest grossing medical cannabis dispensary chain in Illinois, with revenues exceeding \$90 million annually. She oversaw the product packaging development and labeling standards of 12 best-selling product lines in the market. Her curation of digital and print media helped the growth of the dispensary's acquisition price, which was sold for +\$50MM. Before managing the marketing operations, she was the lead cannabis dispensary manager who hired, trained, and managed over 30 cannabis retail employees. She received a bachelor's degree in marketing and communication from the University of Illinois. (15) The **Medical Advisory Board Chairman** is a leading medical cannabis physician specializing in scientific and clinical applications of cannabis. He has consulted with more than 10,000 patients and designed several cannabinoid formulations. He was formerly Surterra's Medical Director, which operates 45 dispensaries across Florida. After completing a dual bachelor's degree in biochemistry and cellular physiology from Fairfield University and the Franciscan University of Steubenville, he continued his education at Duke University and then at Lake Erie College of Medicine. He graduated with dual degrees in a Doctor of Osteopathic Medicine and a master's in healthcare administration, later finishing a master's in business administration and a Master of Public Health. (16) The **Technology Advisor** is the Co-Founder of MJ Freeway, the first Seed to Sale tracking system in the cannabis industry. He proposed seed-to-sale tracking to the State of Colorado in March 2010 as a method for diversion control and health and human safety. His software has transacted \$20B in cannabis sales in 33 states and 14 countries and translated into three languages. He was also Founder and CEO of C4EverSystems. He graduated Summa Cum Laude from the University of Denver with a Bachelor of Science in Business Administration. (17) The **Products Advisor** is an accomplished executive in the medical cannabis industry with extensive experience in site design, product selection, formulation, creating innovative drug delivery methods, product safety, hiring, and staffing

over a 10-year career. She was the Director of Science for Dixie Elixirs, a Colorado medical cannabis license holder on the cutting edge of cannabis edibles and elixirs, where she managed the science team and was responsible for new product formulation, research and development, and education. She obtained her Bachelor of Science in 2012 in Cell and Molecular Biology/Chemistry at the Metropolitan State University of Denver and the 2012 Student Undergraduate Researcher of the Year, awarded by the Colorado Space Grant Consortium (a NASA-funded agency).

## **21.2 Detailed Explanation of the Role each Leader**

*The following provides a detailed explanation of the role each leader, certified dispenser, scientist, businessperson, or engineer is to have in the operation of each facility.*

**C-Level** | The managerial positions mentioned below are filled with individuals with the required qualifications. The **Chief Executive Officer** ultimately retains responsibility for the Applicant's performance, including compliance, safety, strategy, and profitability, while executing the vision and mission of the company. The CEO maintains authority over all C-Level positions. Ten-plus years in cannabis operations are required with a bachelor's degree or higher in Business. Duties include setting broad goals for performance and growth and evaluating performance by analyzing and interpreting data and metrics. The **Chief Operating Officer** retains responsibility for strategic decision-making, policy development, and implementation for all business units. Ten-plus years in cannabis operations are required with a bachelor's degree or higher in Supply Chain Management. Duties include accountability for the operation's performance (construction, environmental impact, marketing, sales, insurance, bonds, facilities, service, quality, and finances) of all business units. The **Chief Financial Officer** retains accountability for the company's administrative, financial, and risk management operations. Ten-plus years in financial operations are required with a bachelor's degree or higher in Finance. Duties include tax compliance, financial reporting, the development of a financial and operational strategy, metrics tied to that strategy, and the ongoing development and monitoring of control systems designed to preserve company assets and report accurate financial results. The **Chief Compliance Officer** develops and implements regulatory compliance strategies to ensure employees, processes, and facilities remain compliant inclusive of the Policies and Procedures Manual

and Standard Operating Plan and Procedures management. Ten-plus years in cannabis compliance operations are required with a bachelor's degree or higher in Regulated Industries. Duties include working with state, local, and federal governments to remain compliant, including zoning, inspections, auditing of tracking systems, labeling/ packaging, onsite audits, and renewal of operational licenses. The **Chief Investment Officer** retains responsibility for analyzing business and system processes, competitive dynamics, market share changes, organization capabilities, and strategic risks. Additionally, the CIO will forge new working relationships and synergies with State cannabis vendors and funding partners. Five years in cannabis and investment operations are required with a bachelor's degree or higher in Regulated Industries. Duties include evaluating the overall investment portfolio and ensuring initiatives at all levels align with the company's standards.

**Directors** | The **Dispensary Director** creates and maintains effective SOPs and KPIs to ensure operational, procedural, and performance compliance for dispensary locations. Five-plus years in cannabis retail operations are required with a bachelor's degree or higher in Business Management. Duties include Statewide Seed-to-Sale Tracking System management (patient and physician registry), store compliance, coaching, supporting, and inspiring team members of the dispensing operations. The **Medical Director** retains responsibility for defining and implementing the performance improvement program and patient outcome measurement system in collaboration with management, ensuring the quality of care and measurable program effectiveness. Four-plus years of medical experience are required with a bachelor's degree or higher in Medicine. Duties include business and market development, medical research and planning, and coordination with medical professionals. The **Information Technology Director** holds responsibility for leading and overseeing all technical aspects of the company. This position requires a bachelor's degree or higher in Technology with strong operational and technical leadership skills with hands-on experience in cannabis cultivation, processing, and dispensing technologies. Duties include oversight of information technology strategy while implementing policies and goals for the IT department. The Information Technology Director ensures organization and state regulatory system compliance, including Statewide Seed-to-Sale Tracking System operations. The **Security Director** manages day-to-day security business operations while maintaining the security program inclusive of security plans and procedures outlined

in **Rule 538-x-3-.05** and **538-x-4-.07**. Five plus years in cannabis security operations are required with a bachelor's degree or higher in Homeland Security, or related field. Duties include managing security systems and local security contracts to ensure compliance and safety protocols are followed for all cannabis products within the supply chain. The **Human Resources Director** manages all HR practices, including performance management, employee engagement and development, inclusion and diversity, and talent development initiatives. The Human Resources Director manages the roster of all leaders and employees. Five-plus years in administrative HR operations are required with a bachelor's degree or higher in Human Resources. Duties include hiring, new hire orientation, staffing, compensation, wellness and benefits, training, continued education, employee handbook management, development, and team relations. The **Training Director** retains accountability for providing direction and leadership in the planning, development, and execution of the company's training strategy. Five-plus years in cannabis training is required with a bachelor's degree or higher in Human Resources. Duties include analyzing the business needs from a training and cannabinoid therapy perspective and recommending training and operations solutions. The Training Director trains all personnel on regulations, compliance, job duties, and patient outcomes. The **Marketing Director** retains responsibility for all activities related to conceptualizing and implementing the Marketing and Advertising Plan compliant with Commission and federal regulations, including public relations. Ten-plus years in Marketing or Advertising are required with a bachelor's degree or higher in Marketing or Advertising. Duties include graphic design, website design, social media account management, business and market development, market research and planning, packaging, and labeling compliance, and providing strategic direction for marketing and advertising. Responsible for advertising and marketing compliance. The **Real Estate Director** ensures that the construction of each dispensary site comply with Municipal, State, and Federal Regulations. The Real Estate Director collaborates with the Dispensary Director to develop, document, and implement practices, policies, and strategies to create replicable buildout procedures. Five-plus years in cannabis retail operations are required with a bachelor's degree or higher in Business Management preferred. The Real Estate Director is responsible for identifying properties, negotiating costs, and project management and dispensary buildouts.

### **21.3 5-year Hiring Plan**

*The following outlines a 5-year hiring plan for its employees, identifying the types, positions, required education, required experience, and expected roles of such personnel.*

The Applicant projects adding **52** jobs in year 1 and **94** jobs by the end of year 5. **Employees | Certified Dispensers** are responsible for managing dispensary employees and have undergone training and certification as required by the Commission. Certified dispensers must have at least two years of education or experience in biology, biochemistry, chemistry, physiology, pharmacology, medicine, medical cannabis, nursing, pharmaceuticals, or a similar field. Duties and responsibilities include the requirements outlined in **Rule 583-x-8-.03**. The positions below are not yet filled, once the Applicant receives a license, all required positions are recruited one month prior to doors opening to provide training. **Dispensary Agents** assist the Dispensary Management team in all operational aspects of running the dispensary and ensuring each patient receives outstanding service by providing a positive and friendly environment. Dispensary Agents will assist patients and customers with their personal needs, maintaining solid product knowledge and always providing the highest level of customer service. Four-plus years of professional experience are required, and a bachelor's degree or higher in Business is preferred. Duties include compliance with **Chapter 8**, dispensing medical cannabis, inventory tracking compliance, sanitation, auditing, and product explanation. Dispensary Agents recommend, select, and help locate the right products for patients depending on their needs and Physician Certification. Dispensary Agents are responsible for greeting customers promptly, keeping organized patient records, and helping patient experience flow smoothly. Two-plus years of professional experience are required, and a bachelor's degree or higher is preferred. Responsibilities include facilitating new membership and patient renewal processes compliant with **Chapter 2**, including data entry. **Security Guards** ensure company facilities, employees, patients, and products are secure by following established procedures and policies. Two-plus years of professional security experience and Alabama Personal Guard License are required, and a bachelor's degree or higher in Security Systems is preferred. Duties include conducting security checks, viewing security monitors, investigating Chapter 3 Reportable Events, and related reporting to regulators, and company leaders assigned as the first point of contact. Security Guards will also complete scheduled

security reports and assist company personnel with special needs. **Inventory Agents** are responsible for data input, quality, and audits. Two-plus years in cannabis inventory operations are required with a bachelor's degree or higher in Compliance. Duties include compiling and verifying inventory records to confirm product compliance requirements are met while maintaining compliance within BioTrack/METRC systems to formulate, implement and enforce proper techniques and reporting. **Information Technology Agents** support day-to-day IT business needs, such as troubleshooting laptops, desktops, printers, tablets, conference rooms, and operational software. Two-plus years in information technology operations are required with a bachelor's degree or higher in Information Technology. Duties include installing hardware onsite, working as part of a support team for a product launch, and data security (HIPAA). **Maintenance Agents** are responsible for overseeing and managing facilities and surrounding locations. Two-plus years in maintenance operations are required, with a bachelor's degree or higher preferred. Responsibilities include creating, overseeing, and maintaining equipment maintenance programs for all locations statewide and the upkeep of the facility, including plumbing, electrical, carpentry, and HVAC. **Chairman of the Medical Advisory Board** serves as a communication liaison between the Medical Advisory Board and the officers of the company. He appoints subcommittees, attends board meetings, and participates in organizational events. Two-plus years in cannabis operations are required, with a bachelor's degree or higher in Regulated Industries. Responsibilities include submitting a quarterly Leadership report to advise the Company and Board on initiatives planned for the company and outline a detailed execution strategy. The **Technology Advisor** works collaboratively with the information technology division providing best practice solutions for state regulatory system compliance, including Statewide Seed-to-Sale Tracking System operations. Quarterly the Technology Advisor will attend a Medical Advisory Board meeting to discuss innovations in U.S. cannabis technology standards. The **Products Advisor** retains responsibility for advising on product-related activities at the facility associated with incoming inspection, start-up verification, in-process verifications & checks, and sampling and inspection of finished products. Two-plus years of quality systems experience are required with a bachelor's degree or higher in Quality Systems Management. The Products Advisor will also advise on identifying potential quality risks and working with operations personnel to

develop improvement opportunities. The **Operating Partner** will assist with training initial dispensary staff prior to each store opening. Dispensary staff will train at operating partner’s high-volume medical dispensary. Five-plus years in cannabis dispensary operations are required. Duties include onsite and offsite training of dispensary staff on product knowledge, vendor procurement, security, inventory tracking, compliance, opening/ closing procedures, sanitation, waste handling, quality assurance/ quality control, handling complaints, conducting recalls, reporting, marketing/ advertising, and cash management.

**21.3.1 Hiring Timeline**

The table right summarizes the Applicant’s 5-year hiring plan showing the estimated number of positions created at all dispensing sites. The Applicant projects adding **52** jobs in year 1 and **94** jobs by the end of year 5.

	Year 1	Year 2	Year 3	Year 4	Year 5
<i>Chief Executive Officer</i>	1	1	1	1	1
<i>Chief Operating Officer</i>	1	1	1	1	1
<i>Chief Financial Officer</i>	1	1	1	1	1
<i>Chief Compliance Officer</i>	1	1	1	1	1
<i>Chief Investment Officer</i>	1	1	1	1	1
<i>Marketing Director</i>	1	1	1	1	1
<i>Information Technology Director</i>	1	1	1	1	1
<i>Human Resources Director</i>	1	1	1	1	1
<i>Training Director</i>	1	1	1	1	1
<i>Security Director</i>	1	1	1	1	1
<i>Dispensary Director</i>	1	1	1	1	1
<i>Real Estate Director</i>	1	1	1	1	1
<i>Medical Director</i>	1	1	1	1	1
<i>Certified Dispenser</i>	3	5	6	6	7
<i>Information Technology Agent</i>	2	4	6	8	10
<i>Maintenance Agent</i>	4	4	6	6	6
<i>Security Guard</i>	10	10	10	12	12
<i>Inventory Agent</i>	1	4	8	10	12
<i>Dispensary Agent</i>	19	24	29	31	34
<b>Totals</b>	<b>52</b>	<b>64</b>	<b>78</b>	<b>86</b>	<b>94</b>

**Conclusion**

As shown above, the credentials and roles of the Applicant’s leadership, including the meticulous 5-year hiring plan, displays the Applicant’s ability to far exceed the requirements of operating an effective, safe, and responsible dispensary in Alabama.



# Exhibit 22 – 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.

Nidhal Zeer

\_\_\_\_\_  
Printed Name of Verifying Individual

Nidhal Zeer  
Signature of Verifying Individual

Owner | Chief Investment Officer

\_\_\_\_\_  
Title of Verifying Individual

03/01/2023

\_\_\_\_\_  
Verification Date

### **35.1 Introduction to the 5-Page Summary of Employee Handbook**

Attached to this 5-page summary is a verified copy of the Applicant’s proposed *Employee Handbook*, including, but not limited to, policies on personnel safety and crime prevention techniques. The Applicant’s Employee Handbook is organized into eight sections, as follows: (1) Employee Introduction; (2) Employment; (3) Employee Rules and Regulations; (4) Time Off & Pay; (5) Benefits; (6) Health and Safety; (7) Employee Services; and (8) Employee Development. Additionally, the Applicant’s *Employee Handbook* includes an addendum intended to inform employees about certain employment-related benefits required under Alabama and local law that may be different than those described in the main Employee Handbook. The Applicant will briefly summarize each section of the *Employee Handbook* in the following pages.

### **35.2 Section 1: Employee Introduction**

The first section of the Applicant’s Employee handbook includes a welcoming statement, a high-level description of the employee handbook, and an explanation of the at-will employment status. For instance, Section 1 describes that the Employee Handbook only contains general information and guidelines. It is not intended to be comprehensive or to address all the possible policies, procedures, benefits, or expectations. Therefore, if employees have any questions concerning eligibility for a particular benefit, the applicability of a policy, practice, or procedure, or the Applicant’s expectations, they should address specific questions to the Human Resource Director. Similarly, Section 1 states that the employment relationship is based on the mutual consent of the employee and the company and, therefore, is “at-will.” This means each employee’s employment may be terminated by either party at any time, so long as the Applicant does not advance an unlawful reason for termination.

### **35.3 Section 2: Employment**

The second section of the *Employee Handbook* covers the following topics: (2.1) Equal Employment Opportunities; (2.2) Immigration Law Compliance; (2.3) Reasonable Accommodation Policy; (2.4) Employee Classification; (2.5) Work Schedules; (2.6)

Employee Time Keeping; (2.7) Employee Records; (2.8) Employment Verification; (2.9) Employment Termination; (2.10) Housekeeping; (2.11) Reporting Procedure; (2.12) Inclement Weather; and (2.13) Uniforms, Tools, and Equipment. Notably, the Applicant will provide equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, creed, gender, sex, pregnancy, sexual orientation, gender identity or expression, national origin, age, disability, genetic information, marital status, ancestry, childbirth or related medical condition, status as a covered veteran or any other protected class in accordance with applicable federal, state and local laws except where a bona fide occupational qualification applies. Similarly, the Applicant will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job.

### **35.4 Section 3: Employee Rules and Regulations**

The third section of the Applicant's *Employee Handbook* outlines the rules and regulations as it pertains to employment at the company, including: (3.1) Standards of Conduct; (3.2) Attendance; (3.3) Disciplinary Action; (3.4) Alcohol and Drug Policy; (3.5) Workplace Safety; (3.6) Search Procedure; (3.8) Sexual Harassment; (3.9) Workplace Bullying; (3.10) Complaint Resolution; (3.11) Solicitations, Distributions and Posting of Materials; (3.12) Tobacco and Smoke-Free Workplace; (3.13) Employee Dress Code; (3.14) Workplace Visitors; (3.15) Workplace Theft; (3.16) Confidential Information; (3.17) Employee Lockers, Desks and other Equipment; (3.18) Employee Personal Calls; (3.19) Electronic Communication and Internet Use; (3.20) Social Media; (3.21) Outside Employment; and (3.22) Conflicts of Interest. The Applicant's general standards of conduct exist to ensure orderly operation and provide the best possible work environment. These standards of conduct should govern employee business relationships with the company, fellow employees, customers, and all other individuals. All employees must read and acknowledge their understanding and willingness to apply these standards in their daily work, not personally outside of work unless at corporate functions, by signing the handbook acknowledgment form. Employees who deviate from these rules and standards may be subject to disciplinary action, up to and including termination of employment. Equally

important, the Applicant is committed to providing a work environment free of discrimination and unlawful harassment.

### **35.5 Section 4: Employee Time Off and Pay**

Section 4 of the Applicant's *Employee Handbook* focuses on generous time off and pay policies, including: (4.1) Payday; (4.2) Overtime Pay; (4.3) Holidays; (4.4) Paid Time off (PTO); (4.5) Military Leave; (4.6) Jury Pay; (4.7) Voting Leave; (4.8) Bereavement Pay; (4.9) Payroll Deductions; (4.10) Wage Advances; (4.11) Family and Medical Leave Act (FMLA); and (4.12) Expense Accounts. Employees are paid bi-weekly, with paychecks distributed every other Friday. Each paycheck is for work performed through the end of the prior two workweeks, which begin on a Monday and end on the second following Sunday. While the Company tries to provide steady 40-hour workweeks, there are times when customer demand dictates heavy production schedules. When non-exempt employees work more than 40 hours in a workweek, the Company recognizes the employee's extra effort with premium (overtime) pay. The Applicant will provide Holiday Pay for designated Holidays for eligible employees. Holiday Pay is intended to compensate employees for wages they cannot earn when the business is closed or due to a Holiday or observance of a Holiday. The Applicant's paid time off policy (PTO) provides employees with a period of rest and relaxation without loss of pay or benefits. All full-time employees are eligible to earn paid PTO time based on the schedule below. In accordance with The Uniformed Services Employment and Reemployment Rights Act of 1994 (USEERA), employees who voluntarily or involuntarily perform duty in the "uniformed services" qualify for military leave of absence(s), if certain criteria is met.

### **35.6 Section 5: Employee Benefits**

The fifth section of the Applicant's *Employee Handbook* covers the generous benefits that will be provided to employees, including: (5.1) General Benefits Information; (5.2) Social Security Plan Benefit; (5.3) Unemployment Compensation Insurance Benefit; (5.4) Workers' Compensation Insurance Benefit; (5.5) Group Medical, Vision and Dental Plan Benefit; (5.6) Short Term Disability; (5.7) Long Term Disability; (5.8) Life Insurance; and

(5.9) Health Benefits Continuation (COBRA). Notably, there are certain benefits that the Company and all employers provide as required by federal and local state laws. These benefits include social security, unemployment compensation, and workers' compensation. There are other benefits that the Company funds, either partially or fully, that are offered to an employee as part of his/her total compensation from the Company and as a benefit of employment with us. These benefits may include group medical and dental insurance, PTO, and holidays.

### **35.7 Section 6: Employee Health and Safety**

In Section 6 of the Applicant's Employee Handbook, the Applicant covers topics pertaining to safety policies and employee health, including personnel safety and crime prevention. More specifically, Section 6 outlines the Applicant's policies for: (6.1) Safety; (6.2) Safety Responsibility; (6.3) Safety Rules; (6.4) Reporting Accidents; (6.5) Fitness for Duty Certification; and (6.6) Hazardous Materials Communications. Employees will ensure safety first in the conduct of their work. The primary objective of this policy is employee safety and crime prevention, to eliminate personal injury, property damage, and the needless suffering and waste that usually follows workplace accidents. Every effort is taken to provide a safe place to work. The Applicant believes safety is so important to employee welfare that violation of any safety rule may result in disciplinary action, including termination of employment.

### **35.8 Section 7: Employee Services**

The seventh section of the *Employee Handbook* summarizes the beneficial services that the Applicant will provide for its employees, including (7.1) Bulletin Boards; (7.2) Direct Deposit; (7.3) Lunchroom; (7.4) Parking; and more.

### **35.9 Section 8: Employee Development**

Section 8 of the Applicant's Employee Handbook describes the policies that Applicant will implement regarding the development of employees, including: (8.1) Performance and Salary Reviews; (8.2) Performance Improvement Plan; and (8.3) Employee Development.

The Applicant recognizes the value of professional development and personal growth for employees. Therefore, professional development, which benefits the company and employee, and that is required to maintain a certification or a license or for continuing education related to an employee's profession, is eligible for reimbursement. The policy includes memberships to professional organizations, fees for workshops, conferences, and seminars that advance professional development, and training needed to maintain or renew professional certifications or licenses.

### **35.10 Addendum to Employee Handbook**

Lastly, the Applicant includes an addendum to its main Employee Handbook that describes employment-related benefits required under Alabama and local laws. The addendum includes policies such as: Workplace Safety – Firearms on Company Parking Lots; Jury Duty; Crime Victims; Military Leave; Emergency Civil Air Patrol Leave; Emergency Response Leave; Voting Leave; and more.

### **35.11 Conclusion**

Using the lessons learned from years of operating cannabis companies, the Applicant developed the attached *Employee Handbook* to ensure that the future company creates a harmonious working relationship and environment for employees. The *Employee Handbook* meticulously outlines the employment policies for the Applicant's company, including employee benefits, pay, time off, personnel safety, and crime prevention. As you will see, the Employee Handbook far exceeds the required criteria for Exhibit 22.

# Employee Handbook

## *Policy and Procedure Guidelines*

This Employee Handbook is the property of the Applicant and it may not be reproduced without its express authorization and consent.

This Handbook supersedes and replaces any inconsistent policies or practices and replaces any past handbook. It is the intent of the Handbook to provide an overview of the Applicant's policies, and it shall not be interpreted to create any contractual rights.

January 2022

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<b>SECTION 1.0 EMPLOYEE INTRODUCTION</b>
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**1.1 Welcome!**

Welcome to the Applicant (the "Company"). Whether you have just joined our staff or have been at the Company for a while, we are confident that you will find our Company a dynamic and rewarding place in which to work, and we look forward to a productive and successful association. We consider our employees to be one of our most valuable resources. We are pleased and proud to have you as part of our team!

**1.2 About this Handbook**

There are several things to keep in mind about this handbook. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the policies, procedures, practice, benefits and expectations described. For that reason, if you have any questions concerning eligibility for a particular benefit, the applicability of a policy, practice or procedure to you, or the Company's expectations, you should address your specific questions to the Human Resource department.

Neither this handbook nor any other Company document confers any contractual right, either expressed or implied, to remain in the Company's employ. Nor does it guarantee any fixed terms and conditions of your employment, continued employment of any kind or the provision of any employment-related benefit. Your employment is not for any specific time and may be terminated at will with or without cause and without prior notice by the Company, or you may resign for any reason at any time. As a condition of employment, employees are responsible for adherence to all Company policies and procedures. Failure to satisfy any condition of employment may lead to disciplinary action, up to and including termination.

No supervisor or other representative of the Company has the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the above. Further, any agreement or contract for employment entered into by the President on behalf of the Company is unenforceable, unless it is in writing and signed by the Chief Executive Officer.

The procedures, practices, policies, expectations and benefits described here may be modified, amended or discontinued at any time. The Company will try to inform you of any changes as they occur.

This handbook and the information in it should be treated as confidential. No portion of this handbook should be disclosed to others, except the Company employees.

**AS STATED ABOVE, THIS HANDBOOK IS NOT AN EMPLOYMENT CONTRACT AND IT DOES NOT PROVIDE A GUARANTEE OF CONTINUED EMPLOYMENT OR ANY EMPLOYMENT-RELATED BENEFIT. THE APPLICANT RESERVES THE RIGHT TO MODIFY OR ELIMINATE ANY OF THE PROVISIONS OF THIS HANDBOOK AT ANY TIME.** This handbook supersedes and replaces any inconsistent policies or practices and replaces any past handbook

1.3 At-Will Employment Status

The employment relationship is based on the mutual consent of the employee and the Company and, therefore, is "at-will." This means that each employee's employment with the Company is voluntary and either the employee or the Company can terminate the employment relationship at any time, with or without prior notice and with or without cause. None of the policies in this handbook should be interpreted to be in conflict with or to remove or modify the employment-at-will status of the Company's employees.

The Company may change an employee's title, duties, compensation, benefits, location of work or other terms and conditions of employment, except the at-will policy, with or without cause. The At-Will Employment Status policy may only be modified via written agreement between the Company and the employee.

The Company believes that the best working conditions exist when all employees are respected and treated as individuals. Good communication and the attainment of individual and Company goals are essential to making this belief a reality.

All employees must work together to make the Company a viable and healthy competitor in the marketplace. This is the only way that a mutually satisfactory working environment can be provided.

The Company encourages employees to bring work related issues to their supervisor or Human Resources. Management, in turn, promises to listen to employee concerns with respect and to attempt to resolve them. Management accepts responsibility to provide favorable working conditions and competitive pay and benefits.

<b>SECTION 2.0 EMPLOYMENT</b>
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### 2.1 Equal Employment Opportunities

The Company provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, creed, gender, sex, pregnancy, sexual orientation, gender identity or expression, national origin, age, disability, genetic information, marital status, ancestry, childbirth or related medical condition, status as a covered veteran or any other protected class in accordance with applicable federal, state and local laws except where a bona fide occupational qualification applies. The Company complies with applicable state and local laws governing non-discrimination in employment in every location in which the Company has facilities. This policy applies to all terms and conditions of employment, including recruitment, hiring, placement, benefits, promotion, demotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

Our Company is committed to providing equal employment opportunities to otherwise qualified individuals with disabilities. This may include providing reasonable accommodation where appropriate, including conditions related to pregnancy-related disabilities or childbirth. A poster describing your rights under the law is located in the common areas.

The Company expressly prohibits any form of discrimination, harassment or retaliation of its employees by another employee, supervisor/manager/leader, or third party for any reason including, but not limited to a person's: race, creed, color, religion, sex, age, ancestry, sexual orientation, gender identity or expression, national origin, genetic information, disability, veteran status, marital status, citizenship status, order of protection status, homelessness, pregnancy, common conditions related to pregnancy or childbirth, or any other characteristics protected by law. Improper interference with the ability of the Company employees to perform their expected job duties is absolutely not tolerated. Employees who believe they have been subjected to any form of harassment or discrimination are expected to immediately notify Human Resources or the President. The Company strictly prohibits any acts of retaliation against employees who, in good faith, report or complain about discrimination or harassment in the workplace. Employees who knowingly make false or malicious claims against other employee will be subject to corrective action up to and including termination.

### 2.2 Immigration Law Compliance

The Company is committed to full compliance with federal immigration laws. These laws require that all newly hired individuals pass an employment verification procedure *before* they are permitted to work. This procedure has been established by law and requires that *every* individual provide satisfactory evidence of his/her identity and legal authority to work in the United States. The Company requires all newly hired employees to complete the Department of Homeland Security U.S. Citizenship and Immigration Services' Form I-9 no later than the first day of his or her employment.

### 2.3 Reasonable Accommodation Policy

The Company complies with all federal and state laws concerning the employment of persons with disabilities. Furthermore, it is Company policy not to discriminate against qualified

individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

The Company will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to the Company.

In general, it is the employee's responsibility to notify Human Resources of the need for an accommodation. If appropriate, the Company may need additional information from your physician or other medical professional. Any information obtained is kept in a confidential employee file.

The Company will make reasonable accommodations for employee observance of religious holidays and sincerely held religious beliefs, including time off for religious holidays and accommodations related to dress and grooming practices, unless doing so would cause an undue hardship on Company operations. If an employee desires a religious accommodation, the employee is required to make the request in writing to Human Resources as far in advance as possible.

All requests for reasonable accommodations will be considered, consistent with the business needs of the Company, in accordance with state and federal law. All questions should be discussed with Human Resources.

#### 2.4 Employee Classification

All employees are designated as either non-exempt or exempt under state and federal wage and hour laws. The following is intended to help employees understand employment classifications and employees' employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time or the continuation of any benefits. As discussed above, the right to terminate the employment-at-will relationship at any time is retained by both the employee and the Company.

**Non-exempt employees** are employees whose work is covered by the Fair Labor Standards Act (FLSA). They are NOT exempt from the law's requirements concerning overtime.

**Exempt employees** are generally managers or professional, administrative or technical staff who ARE exempt from the overtime provisions of the FLSA. Exempt employees hold jobs that meet the standards and criteria established under the FLSA by the U.S. Department of Labor.

The Company has established the following categories for both non-exempt and exempt employees:

- a. **Regular Full-Time Employee:** employees who are not in a temporary status and who are routinely scheduled to work 30 hours or more per week. Regular full-time employees are eligible for the Company's benefit package, subject to the terms, conditions, and limitations of each benefit program.
- b. **Regular Part-Time Employee:** employees who are not in a temporary status and who are routinely scheduled to work less than 30 hours per week. Regular part-time employees

are not eligible for Company benefits as explained in Section 5.0, Benefits, and the applicable summary plan description.

- c. **Temporary Employee:** employees who have been engaged to work in a position for a specified number of hours a week, with the understanding that the position will be eliminated at a specified date or upon completion of a specific project or assignment. Employment beyond any initially stated period does not in any way imply a change in employment status or the provision or continuation of any benefit. Temporary employees are not eligible for any time off or holiday benefits.

Please contact Human Resources if you have questions regarding your eligibility for benefits.

## 2.5 Work Schedules

Work schedules for cultivation centers retail facilities are based on the production schedule. Each employee's supervisor advises the employee regarding his/her specific working hours. Requirements regarding advance notice of your work schedule may vary by your work location. Please contact Human Resources for more specific details.

Punctual and consistent attendance is a condition of employment and an essential function of all positions at the Company. Various factors, such as workloads, operational efficiency, and staffing needs, may require variations in an employee's starting and ending schedule times and total hours worked each day or each week. The Company may, at its sole discretion, adjust the work week to fit the needs of the business including shift hours, rotation of shifts and/or weekend schedules, in accordance with applicable laws.

The Company reserves the right to assign duties to employees other than their usual assignments. In addition, employees may be required to work overtime or hours other than those normally scheduled whenever necessary. Changes in an employee's schedule, hours, duties or assignments does not alter an employee's at-will employment status or guarantee any fixed terms and conditions of employment, continued employment of any kind or the provision of any employment-related benefit.

## 2.6 Employee Time Keeping

The Company is required by law to keep accurate records of the actual hours worked by employees in order to calculate pay and benefits. Time worked is time actually spent on the job performing assigned duties. Non-exempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period and rest break. Employees must, absent extenuating circumstances, report absences from work to their supervisor or Human Resources.

Non-exempt employees are not allowed to begin work earlier than 15 minutes before their shift begins or continue working later than 15 minutes after their shift has ended. Exceptions are permissible only if an employee has received advanced written or oral approval by his/her supervisor to work overtime.

Employees must clock in and out when leaving the premises for an authorized departure. Altering, falsifying, tampering with time records, or entering time on another employee's record is prohibited and may result in disciplinary action, up to and including termination. If for any reason an employee fails to clock in or out, the employee should immediately contact his/her supervisor

or Human Resources Representative so that the error or omission can be corrected. Corrections or alterations of an employee's payroll records must be approved by the employee's supervisor.

This policy is intended to comply with all federal, state, and local laws, and will be interpreted and applied in order to comply with all applicable laws. If you have any questions about this policy, including any addendums to this policy that are applicable to the state within which you work, please contact your Human Resources Representative.

#### 2.7 Employee Records

Employee files are maintained by the Human Resource department and are considered confidential. Managers and supervisors may only have access to personnel file information on a need-to-know basis.

Employees who wish to review their personnel file may do so by appointment. Personnel files are to be reviewed in the Human Resource department. Personnel files may not be taken outside the department. Employees may obtain a copy of the information or part of the information contained in the employee's personnel file.

Employee's personnel data should be accurate and current at all times. It is the responsibility of each employee to promptly notify Human Resources of any changes in personnel data such as: mailing address, telephone numbers, name and number of dependents, marital status and individuals to be contacted in the event of an emergency.

#### 2.8 Employment Verification

The Company is concerned about the accuracy of any information provided to individuals outside our organization regarding current or former employees. Consequently, in the event someone inquires about your employment with us, employee information may only be released by Human Resources. In an effort to be consistent, Human Resources will only verify your position(s) and dates of employment and the request must come to Human Resources in writing. Requests for further information require written authorization from the employee indicating specific information to be released. The only exception is information requested for legal or regulatory review of Company records requiring this data.

Employees are not allowed to provide information about current or former employees to any outside agency, organization, institution or person, unless required to do so by law. Human Resources does not provide employment references for current or former employees that include information other than dates of employment and last position held.

#### 2.9 Employment Termination

Termination of employment is an inevitable part of personnel activity within any organization. Below are a few examples of some of the most common circumstances under which employment is terminated:

- a. **Layoff:** an involuntary employment termination initiated by the Company for non-disciplinary reasons. If a layoff occurs, employees will have their job eliminated based on a combination of factors, including but not limited to business needs, qualifications, past performance, and demonstrated ability. Human Resources personnel and/or the direct supervisor will be responsible for notifying employees of their job elimination.



- b. **Termination:** an involuntary employment termination initiated by the Company.
- c. **Resignation:** a voluntary employment termination initiated by an employee. Employees are requested to give their supervisor written notice of their resignation as far in advance as possible, but not less than two weeks before their intended resignation date. The announced resignation date will be considered the effective date of an employee's resignation, unless the employee is otherwise informed by Human Resources. The Human Resources Representative will schedule an exit interview when an employee resigns. Exit interviews are confidential and will be used by Human Resources to identify trends as to why people are leaving. This may lead to changes in employment practices designed to improve the Company work environment and improve employee retention.
- d. **Job abandonment:** Employees who fail to report to work or contact their supervisor for two (2) consecutive workdays shall be considered to have abandoned their job without notice, effective at the end of their normal shift on the second day. The supervisor shall notify the Human Resource department at the expiration of the second workday, and the employee may be considered terminated at the end of the expiration of their second workday if they fail to report to work and do not contact their supervisor.

Any employee who terminates employment with the Company shall return all files, records, laptops/computers, keys, Company Confidential Information and any other materials that are the property of the Company.

Employee's benefits will be affected by employment termination in the following manner: All accrued vested benefits that are due and payable at termination per state law, will be paid according to that state law. Some benefits may be continued at the employee's expense (See Section 5, Benefits) if the employee elects to do so. The employee will be notified of the benefits that may be continued and of the terms, conditions, and limitations.

#### 2.10 Housekeeping

It is each employee's responsibility to keep his/her work area clean, neat, and orderly at all times. Good housekeeping is essential for safety and for pleasant and efficient work conditions. The Company has invested a great deal of money and time in the appearance of its buildings and property. They will stay attractive if each employee is conscientious about housekeeping. This general rule applies to all areas of an employee's workspace, department, and Company grounds and parking areas.

#### 2.11 Reporting Procedure

The Company expects that every employee will be regular and punctual in attendance. This means being in the office or working station, ready to work, at their starting time each day. Absenteeism and tardiness places a burden on other employees and on the Company.

When an employee knows in advance that he/she will not be able to work or will be late, the employee's supervisor must be notified as soon as possible prior to the scheduled starting time, if possible. Employees are responsible for communicating directly with their supervisor about the absence. Reporting an absence to any other individual or voice mailbox number will not be accepted unless the employee's supervisor has given specific instructions to do so in his/her absence.

*Cultivation Center & Retail Reporting Procedure:*

Not reporting to work and not calling to report the absence is a no-call/no-show and is a serious matter. The first instance of a no call/no show will result in a final written warning. The second separate offense may result in termination of employment with no additional disciplinary steps. A no call/no show lasting two days may be considered job abandonment and may be deemed an employee's voluntary resignation of employment.

2.12 Inclement Weather

In case of severely hazardous driving conditions caused by inclement weather, contact your supervisor for instructions regarding notification of a Company shutdown.

2.13 Uniforms, Tools, and Equipment

Employees are responsible for the safekeeping, cleanliness, and neatness of all uniforms they are furnished by the Company. Terminated employees must return all uniforms furnished to him/her. All Company issued tools and equipment must be returned when requested or at the time of separation from the Company.

**SECTION 3.0 EMPLOYEE RULES AND REGULATIONS****3.1 Standards of Conduct**

General standards of conduct exist to ensure orderly operation and provide the best possible work environment. These standards of conduct should rule employee business relationships with the Company, fellow employees, customers and all other individuals. All employees are required to read and acknowledge their understanding and willingness to apply these standards in their daily personal conduct by signing the handbook acknowledgment form. Employees who deviate from these rules and standards may be subject to disciplinary action, up to and including termination of employment.

While not intended to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of rule infractions or misconduct that may result in disciplinary action, including termination of employment.

- Falsification of employment or time records, employment information, or other Company records;
- Theft, deliberate, or careless damage or destruction of any Company property or the property of an employee;
- Unauthorized use or misuse of Company equipment, time, materials, or facilities;
- Fighting on Company property;
- Bringing any weapon on to Company property in Company owned or leased vehicles, or at work sponsored events except where law or regulation does not allow the Company to prohibit you from bringing these items to work;
- Insubordination, including but not limited to the failure or refusal to obey the orders or instructions of a supervisor or manager;
- Using abusive language, threats, or displaying inappropriate behavior, at any time on Company premises or during work hours;
- Failure to notify your supervisor or Human Resources when unable to report to work;
- Excessive absenteeism or tardiness;
- Failure to obtain permission to leave work for any reason during normal working hours;
- Failure to observe working schedules, including rest and meal periods;
- Failure to provide a physician's certificate when requested or required to do so for the fitness for duty eligibility;
- Sleeping on the job;
- Working overtime without authorization;
- Wearing inappropriate or unprofessional clothing;
- Violation of any safety, health, security, or Company policy rule or procedure;
- Unlawful discrimination, harassment or retaliation of any form;
- Failure to report a work related injury to a supervisor or Human Resources as soon as is practicable;
- Personal possession, use, attempted sale or distribution, or being under the influence of illegal substances or alcohol or marijuana while on Company premises or while on duty;
- Smoking in unauthorized areas;
- Gambling on Company property or during work hours;
- Unauthorized disclosure of business "secrets" or confidential information;

### 3.2 Attendance

#### Non-Exempt Employees:

The Company understands that an employee may have occasion to be absent from work, to be tardy, or to leave work early from time to time; however, regular attendance and punctuality are expected and are essential to maintaining employment.

An employee is considered to be tardy if he/she fails to report ready to work at his/her workstation when scheduled, either at starting time or after scheduled breaks.

An absence is defined as an employee's failure to report to work as scheduled. Prescheduled times away from work using Paid Time Off ("PTO") (where applicable) hours are not considered occurrences.

Employees unable to work for more than one day due to an illness or an accident must notify their supervisor or Human Resources. This will allow the Company to arrange for temporary coverage of your duties and helps other employees to continue work in your absence. If you do not report for work and the Company is not notified of your status, it will be assumed after two consecutive days of absence that you have resigned, and you will be removed from the payroll, unless extenuating circumstances apply.

Absences and tardiness, whether arriving late or leaving early, represent occurrences under this policy. Each unapproved absence, tardy arrival or early departure will count as one (1) Occurrence. Absences and tardiness will be tracked on a rolling 12-month period and will be monitored on a by-date basis. For example, if an employee is absent on January 15<sup>th</sup> of the current year the attendance history will be examined from January 15<sup>th</sup> of the previous year.

Employees with multiple absences and/or tardiness will be subject to the disciplinary action outlined below, up to and including termination of employment.

- Two (2) occurrences = verbal warning;
- Four (4) occurrences = written warning;
- Six (6) occurrences = three-day suspension without pay (applicable to non-exempt employees only);
- Eight (8) occurrences = termination.

Multiple Occurrences in close proximity, including consecutive absences, can raise the level of discipline imposed without following the guidelines listed above. Employees not charged with (8) Occurrences but displaying a poor attendance record of multiple Occurrences or suspensions over time are subject to possible termination. Employee attendance records are monitored by the employee's supervisor and Human Resources on a continuing basis.

Employees will not receive Occurrences or otherwise be adversely affected for taking absences protected by the Family and Medical Leave Act, the Americans with Disabilities Act, the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), or any other applicable laws that entitle employees to a protected leave of absence.

Exempt Employees:

The Company expects that every employee will be regular and punctual in attendance. This means being in the office, or facility, ready to work, at their starting time each day. Absenteeism and tardiness places a burden on other employees and on the Company.

When you are unable to work due to illness or accident, please promptly notify your supervisor. In the event your immediate supervisor is unavailable, you must notify Human Resources. Leaving a voicemail message or sending an email or text is considered sufficient notification. If you do not report for work and the Company is not notified of your status, it will be assumed after two consecutive days of absence that you have abandoned your job, and your employment will be terminated and you will be removed from payroll.

If you become ill at work or must leave the office for some other reason before the end of the workday, you must inform your supervisor of the situation.

In the event of inclement weather, the company will remain open for business during regularly scheduled working hours. You are expected to report for work in inclement weather if it is at all possible to do so safely. In the event we close due to inclement weather, someone in your department will contact you.

Should undue tardiness or absenteeism become apparent, the Company may issue you disciplinary action up to and including termination of your employment.

### 3.3 Disciplinary Action

Our discipline policy is designed to provide, where appropriate, a corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. Our discipline policy is also designed to be consistent with our organizational values, HR best practices, and employment laws.

The usual sequence of disciplinary actions includes a verbal warning, a written warning, suspension or final warning, and finally termination of employment. In deciding which corrective action is appropriate, a supervisor will consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record. This process is a guide that will generally be followed to address attendance, performance and conduct-related issues, but the Company retains ultimate discretion to decide on the most appropriate way to address performance or disciplinary issues, up to and including immediate termination of employment.

Additionally, the Company considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include but are not limited to: threats or actual workplace violence, theft in any form, insubordinate behavior, vandalism or destruction of company property, untruthfulness about personal work history, skills, or training, divulging Company business practices, and misrepresentations of the Company to a customer, a prospective customer, the general public, or an employee.

### 3.4 Alcohol and Drug Policy

The Company is committed to providing a safe and productive workplace for its employees. In keeping with this commitment, the following rules regarding alcohol and drugs have been established for all staff members, regardless of rank or position. The rules apply during working hours to all employees of the Company while they are on the Company premises or elsewhere on Company business.

No employee should report to work under the influence of drugs or alcohol. No employee should consume alcohol or misuse drugs (including prescription or over-the-counter drugs) while at work or during work hours. Violation of this policy shall result in corrective action, up to and including termination of employment, even for a first offense.

This policy does not prohibit employees from the lawful use of prescribed medications, including marijuana or CBD products where authorized by state or local laws. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely and promptly disclose any work restrictions to their supervisor and/or Human Resources.

The Company retains the right to require the following tests:

- **Reasonable suspicion:** The Company may require an employee to submit to a drug or alcohol test when it reasonably suspects that an employee is under the influence of alcohol, marijuana, CBD products, illegal substances, or misuses prescription or over-the-counter drugs or has used or possessed such substances on Company property or Company time.
- **Post-Accident:** Employees may be subject to testing when they cause or contribute to accidents that damage a Company vehicle, machinery, equipment, or property and/or result in an injury to themselves or another employee requiring off-site medical attention.

Refusal to consent to drug and/or alcohol testing is grounds for immediate termination.

The Company reserves the right to inspect all portions of its premises for drugs, alcohol, marijuana, or other contraband. If the Company has a reasonable suspicion that an employee is possessing alcohol or illegal substances on Company property or in Company vehicles, the employee may be asked to cooperate in inspections of their persons, work areas and property that might conceal the alcohol or illegal substance. Employees who possess alcohol or illegal substances on Company property or in a Company vehicle or refuse to cooperate in such reasonable suspicion inspections are subject to disciplinary action, up to and including termination of employment.

### 3.5 Workplace Safety

#### Workplace Safety and Violence

The Company recognizes its responsibility to ensure the overall health and safety of its employees and strives to avoid workplace violence of any type for work related activities and events outside of the workplace. The Company will make every effort to provide and maintain a safe work environment and minimize any foreseeable hazards which may result in jeopardizing

an employee's safety. Health and safety is a shared responsibility between the Company and its employees and both are equally responsible for minimizing safety risks.

In addition, the Company and all employees are responsible for helping to ensure that the Company maintains a safe place to work. The Company has zero tolerance for violent acts or threats of violence against its employees, applicants, regulators, providers, customer or vendors. The Company will not tolerate inappropriate conduct, which includes but is not limited to intimidating or hostile behavior, physical or verbal abuse, assault, battery, vandalism or destruction of Company property, personal property, or any other act, which is deemed to be threatening, violent or abusive in nature. Employees engaged in such conduct will be subject to disciplinary action up to and including termination of employment.

### Weapons

The possession of weapons, including but not limited to, firearms and knives, anywhere on the Company's property (including employee or company owned or leased vehicles and rental vehicles) the property of the Company's customers or vendors or at work sponsored events presents the possibility of danger in the workplace. Consequently, the Company strictly prohibits the possession of weapons, including but not limited to, firearms and knives, anywhere on the Company's property, including employee or company owned or leased vehicles and rental vehicles, the property of the Company's customers or vendors or at work sponsored events.

Only where permitted by applicable law, concealed carry licensees may store firearms within a locked vehicle in a parking lot owned and operated by the Company. If you are unsure about the firearms laws where you work, please contact Human Resources. Violation of this policy is cause for disciplinary action up to and including termination of employment.

### 3.6 Search Procedure

This search procedure applies to all employees and any person entering or leaving our premises.

In order to preserve a safe, productive, and efficient workplace, desks, storage areas, work areas, computers and their accessories, lockers, file cabinets, and Company vehicles, are Company property and must be maintained according to Company policy. All such areas are to be kept clean and are to be used only for work purposes. The Company reserves the right at all times, and without prior notice, to inspect any and all Company property for the purpose of determining if this policy or any other Company policy has been violated. Such inspections may be conducted during or after business hours and in the presence or absence of the employee(s). All vehicles and containers, including, but not limited to, bags, boxes, purses, briefcases, lunch containers, etc., brought onto Company premises, are subject to inspection at any time a Company representative has a reasonable suspicion that Company policy has been violated and a search is reasonably necessary in the investigation of such violation(s), in accordance with applicable law.

Refusal to consent to a search or an inspection when requested will result in individual not being permitted to enter the premises. Employees who refuse will be subject to disciplinary action up to and including termination of employment.

### 3.7 Harassment

The Company is committed to providing a work environment that is free of discrimination and unlawful harassment. In keeping with this commitment, the Company maintains a strict policy prohibiting harassment, including but not limited to harassment based on race, color, religion, creed, gender, sex, pregnancy, sexual orientation, gender identity or expression, national origin, age, disability, genetic information, marital status, ancestry, childbirth or related medical condition, status as a covered veteran or any other protected category under federal, state and/or local law. Harassment of any type, including bullying, is prohibited and subject to disciplinary action including termination.

Though it is not always easy to define precisely what harassment is, it may include unwelcome jokes or comments, malicious gossip, intimidation and threats, physical contact and violence. Any employee or job applicant who feels that he or she has been subjected to harassment should immediately report the matter to the Human Resources Representative. If a Human Resources representative is unavailable, or the subject of an employee complaint; a complaining employee should report the matter to their immediate manager.

Employees can be assured that no one will be retaliated against for either filing a good faith complaint or participating in an investigation of harassment. Submission of a complaint in bad faith may subject an employee to corrective action, up to and including termination of employment. If an employee feels they are being retaliated against they should also immediately report this to Human Resources or their supervisor.

Human Resources will investigate all claims of harassment and retaliation and recommend appropriate disciplinary action if the complaint is determined to be well founded. Violations of this policy will not be permitted and may result in disciplinary action, up to and including termination of employment.

### 3.8 Sexual Harassment

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

The environment created by foul or obscene language, remarks about a co-worker's physical characteristics, or pushing for a personal relationship are all forms of harassment, sexual or otherwise and are all inappropriate. Examples of prohibited conduct include, but are not limited to:

- Offering or implying an employment related reward (raise, promotion) in exchange for sexual favors or submission to sexual conduct;
- Threatening or taking of a negative employment action (termination, demotion, denial of requests for time off, disciplinary write up) if sexual conduct is rejected;
- Unwelcome sexual advances or repeated flirtations;



- Unwelcome intentional touching of another person or other unwanted intentional physical contact (including patting, pinching, or brushing up against another person's body);
- Whistling, staring or leering at another person;
- Asking questions or making comments about a person's sexual activity, dating, personal or intimate relationships or personal appearance;
- Unwelcome sexually suggestive or flirtatious gifts;
- Unwelcome sexually suggestive or flirtatious letters, notes, e-mail, or voice mail;
- Conduct or remarks that are sexually suggestive or that demean or show hostility to a person because of the person's gender (including pranks, teasing, obscenities, obscene or rude gestures or noises, slurs, epithets, taunts, negative stereotyping, threats, blocking of physical movements);
- Displaying or circulating pictures, objects, or written materials (including graffiti, cartoons, pinups, calendars, magazines, figurines, novelty items) that are sexually suggestive or demean or show hostility because of the person's gender;
- Transmitting electronic images of sexual material or exchanging sexually explicit materials via interoffice mail, e-mail or voice mail;
- Derogatory references or abusive behavior of a nonsexual nature that is directed at an employee because of his or her gender, sexual orientation, gender identity (or any other protected characteristic); and
- Any conduct that has the purpose or effect of substantially interfering with the work performance or creates an intimidating or offensive work environment for others.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender.

If any employee feels they are being sexually harassed, they should immediately make a complaint to their supervisor, the Human Resources Department or the President. All complaints of sexual harassment will be promptly and confidentially investigated by the Company and appropriate action, including termination if warranted, will be taken against those who violate this policy. The Company will not retaliate against any employee leveling a good faith sexual harassment complaint. Submission of a complaint in bad faith may subject an employee to corrective action, up to and including termination. If an employee feels they are being retaliated against they should also immediately report this to Human Resources or their supervisor. Additionally, persons who engage in sexual harassment may be held civilly and/or criminally liable for their actions.

Any employee who needs further information or have any questions concerning the Company's Harassment or Sexual Harassment policies should contact the Human Resources Department.

### 3.9 Workplace Bullying

The Company defines bullying as "repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment." Such behavior violates our Company policy, which clearly states that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to all employees, including supervisors, managers and executives, that the Company will not tolerate bullying behavior. Employees found in violation of this policy will be subject to disciplinary action, up to and including termination of employment.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior upon the individual that is important. The Company considers the following types of behavior examples of bullying:

- **Verbal bullying:** Slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person's work area or property.
- **Gesture bullying:** Nonverbal threatening gestures or glances that convey threatening messages.
- **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

### 3.10 Complaint Resolution

Under normal working conditions, employees who have a job-related problem, question or complaint should first discuss it with their immediate supervisor or manager. The simplest, quickest, and most satisfactory solution will often be reached at this level. If the discussion with a supervisor or manager does not answer the employee's question or resolve the matter with satisfaction, employees may then present their complaint in writing to the Vice President of Human Resources. Likewise, employees may bypass their supervisor or manager if the issue personally involves them and proceed to present their complaint to the Vice President of Human Resources without fear of reprisal.

### 3.11 Solicitations, Distributions and Posting of Materials

Providing a productive work environment is important to the Company. The Company wants employees feel comfortable and at ease while at work. Therefore, to protect employees and visitors from unnecessary interruptions and annoyances, solicitation and the distribution of literature is prohibited during work time. This does not include scheduled breaks and other specified times when you are not expected to be working. This policy also applies to solicitation via e-mail. Solicitation and distribution of any kind by non-employees on Company premises is prohibited at all times.

### 3.12 Tobacco and Smoke-Free Workplace

It is the Company policy to provide a tobacco-free workplace. This policy applies to all employees, clients, contractors, and visitors. Use of tobacco products, including electronic cigarettes, is not permitted inside the offices, cultivation centers or dispensaries, rest rooms, conference rooms, eating areas, or within 25 feet of the Company's entrances or windows.

Visitors should be courteously advised of the policy prior to their arrival. Employees or visitors who wish to smoke must limit their smoking to the designated areas provided outside Company facilities for this purpose. Employees are permitted to use these designated smoking areas only during break and meal periods. Employees who violate this policy are subject to disciplinary action up to and including termination.

### 3.13 Employee Dress Code

The Company's dress code varies based on where the employee is assigned to work. For cultivation employees, contamination control includes hair coverings, smocks, and limitations on jewelry and fingernail polish. The basic work attire required is explained to employees during New Hire Onboarding and by the department supervisor.

The following rules apply to all employees working or visiting the manufacturing plant:

- Hair Covering – hair must be covered completely in designated areas.
- Shoes – shoes must be clean. Open toe or high heel shoes are not permitted. Safety shoes may be required for specific job assignments. Socks or stockings must be worn.
- Appropriate attire for work is defined as clean shirt or blouse, jeans or slacks without tears, holes and frayed or tattered cuffs. Shorts or cut offs, shortened pants, dresses, halter tops, tube tops, tank tops and lint producing sweaters are not permitted in the cultivation areas.
- Jewelry - no dangling bracelets, earrings or watches. A plain wedding ring is permitted in certain areas.
- Personal Items – handbags, pouches, or purses are not to be brought into the production areas; employees should use the lockers provided.
- Makeup – cosmetic nails, false eyelashes and fingernails, and hand creams or lotions are not permitted in the manufacturing areas.
- Personal Hygiene – employees must be well groomed and neat in appearance. Employees must wash hands after any restroom, smoking, or lunch break and whenever entering the production area.

Our dress code is strictly enforced. An "on the spot" correction to bring an employee up to the dress code standard can occur at any time. When that occurs, the employee may receive a disciplinary action. If the dress code infraction cannot be corrected the employee will be sent home for the day without pay (if non-exempt).

Unacceptable attire:

Bicycle shorts, cutoffs, halter or tank tops, dresses or skirts that are excessively short, sheer clothing, clothing that is revealing or provocative, flip flops or jeans that are dirty or saggy.

Reasonable accommodations for employees related to the Company dress code policy may be made in certain circumstances. If you require a reasonable accommodation to the Company dress code policy, please contact Human Resources.

### 3.14 Workplace Visitors

Visitors scheduled to survey, tour, or otherwise enter any Company office, dispensary or cultivation centers must have their visit authorized by the manager responsible for the operations in that building, or a member of senior management. These visits should not disrupt workflow. Authorized visitors will always be asked to present themselves in the Company reception area where their visit is recorded and will be asked to wear a visitor's badge, if applicable. The visitor's badge is to be displayed at all times by the visitor, and the visitor is to be accompanied at all times by his/her employee escort. Unauthorized visitors who do not display a valid visitor's badge or are unescorted will be

courteously escorted to the General Manager or the Human Resources Representative who will handle the matter.

### 3.15 Workplace Theft

Pilferage or theft from the Company, another employee, or visitor is strictly prohibited. Each employee has a responsibility to report any incidents or suspected incidents of pilferage or theft to his/her supervisor, a member of our Security team or Human Resources. An employee who engages in this activity is subject to disciplinary action up to and including termination of employment and possible criminal charges per state law.

### 3.16 Confidential Information

Company property includes not only tangible property, like desks and computers, but also intangible property such as data, intellectual property, and confidential, proprietary information. The Company's proprietary, trade secret, and confidential information is particularly important. Proprietary information includes all company-related business information obtained by employees during the course of their work. Confidential information is any Company-related business information that is not generally known to the public or the industry. Customer lists, products, materials, designs, plans, ideas, data, office files relating to the Company and/or its business practices and plans, computer records, employee salary and compensation data, financial and marketing data, formulas, and trade secrets are examples of confidential information. Employees may not disclose, transfer or use proprietary or confidential information, except as their job may require. Any employee who violates this guideline will be subject to disciplinary action, up to and including termination. Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours or other terms or conditions of employment.

### 3.17 Employee Lockers, Desks and other Equipment

The Company provides lockers for the convenience and use of cultivation center employees. Some employees are also provided desks or workstations for their use during work. Although lockers and desks are made available for the use and convenience of employees while at work, employees should remember that all lockers, desks, and workstations remain property of the Company.

Employees should not have an expectation of privacy as to any property or articles on Company premises, including computers, electronic equipment, etc. Because the Company's computer, electronic and telephone communication equipment, systems and networks are the property of the Company, employees should not expect that the use of such equipment, systems and networks are private.

### 3.18 Employee Personal Calls

Due to the heavy load of business calls, employees are encouraged to limit the use of Company telephones for making outside personal calls. Incoming personal calls are discouraged. The Company recognizes that employees may have a need to receive or make personal calls from time to time. These calls should be limited to those that cannot be made during non-working hours. No personal long-distance or toll calls are to be charged to the Company.

The use of non-Company cell phones on the manufacturing floor or other work areas is prohibited except for supervisors, managers, and maintenance personnel on business related calls only. Text messaging during business/working hours is not allowed.

### 3.19 Electronic Communication and Internet Use

Although not all inclusive, the data and telecommunications systems including software, servers, workstations, computers, printers and other peripherals, networks, e-mail, voice-mail, telephone systems, cell phones, telephone access, network access and Internet access are Company property and are for conducting Company business. It is the responsibility of each employee to properly use and maintain the computer and peripherals and to prevent damage to the computer and/or company network. Personal tablets and phones should not use network resources for personal use. Example: connecting to Company WIFI.

- Each authorized user is given a login that should not be revealed to others. The authorized user is responsible for the maintenance of the computer (e.g. local backups). All employees are required to maintain the system as setup by the system administrator and ensure that anti-virus software and other system protection programs remain operable at all times and that settings are maintained as setup by the system administrator.
- Additional software will be installed only with the knowledge and approval of the system administrator. Employees are not authorized to install any kind of software. Examples: iTunes, Spotify, Skype, Pandora, etc.
- Internet is to be used strictly for business purposes. Visits to unauthorized websites (pornography, personal and others) are strictly prohibited and employees who abuse the internet may be subject to termination of employment. Examples: Facebook, YouTube, music videos, Internet radio.
- Employees should not open suspicious e-mails, pop-ups, hyperlinks or downloads. Contact the Information Technology Department with any questions or concerns to reduce the release of viruses or to contain viruses immediately.
- Disabling of any antivirus or company installed software is strictly prohibited.
- E-mail is to be used strictly for business purposes only. Use of the e-mail system for the creation or distribution of disruptive or offensive messages, including offensive comments about race, gender, color, disabilities, age, sexual orientation, pornography, religious beliefs and practice, political beliefs, or national origin is strictly prohibited. Employees who receive e-mails with this content should report the matter immediately to Human Resources. The e-mail system is the property of the Company. E-mail users have no expectation of privacy in anything they store, send or receive on the Company's system. The Company reserves the right to monitor the system at any time without prior notice. Employees violating this policy are subject to disciplinary action, up to and including termination of employment.

### 3.20 Social Media

Social media may be used by Company employees for business-related purposes only. When used for business purposes, social media is subject to the restrictions set forth in this policy. These restrictions are intended to ensure compliance with legal and regulatory restrictions and privacy and confidentiality agreements. Social media includes items such as blogs, podcasts, discussion forums, and social networks including but not limited to: Facebook, LinkedIn, Twitter, and web-based email accounts such as Gmail, Hotmail and Yahoo!

Employees are prohibited from using social media during working hours unless they have a legitimate business reason for doing so. If an employee has a legitimate business reason for using social media, then he or she is subject to the following provisions:

- **Proprietary Information and Intellectual Property.** Employees may not disclose any confidential or proprietary information of or about the Company, its clients or its employees, including but not limited to business and financial information, represent that they are communicating the views of the Company, or do anything that might reasonably create the impression that they are communicating on behalf of or as a representative of the Company. Employees may not use the Company's or any of its affiliates' trademarks, logos or any other Company symbol.
- **Customer Confidentiality.** Employees may not use or disclose any client identifiable information of any kind on any social media without the express written permission of the client. Even if an individual is not identified by name within the information they wish to use or disclose, if there is a reasonable basis to believe that the person could still be identified from that information, then its use or disclosure could constitute a violation of this policy.
- **Online Reviews.** Employees are prohibited from lying about any product or service offered by the Company or by a Company competitor in reviews of products or services. If an employee engages in a review, online or otherwise, of a Company product or service, the employee must disclose his or her employment with the Company in the review. Employees may not do anything that might reasonably create the impression that they are communicating on behalf of or as a representative of the Company. Employees must not say or suggest that the views and opinions they express related to the Company or any topics represent the official views of the Company. Violation of this policy will result in disciplinary action up to and including immediate termination and possible legal charges.
- **Company Policies Apply Online.** Company policies prohibiting harassment, bullying, protecting trade secrets, etc. apply whether online or in Company premises.
- **Posting Comments -** Employees who post comments off-duty must never say or suggest that the views and opinions they express relate to the Company or represent the official Company views.

Failure to follow this policy may result in disciplinary action up to and including termination.

### 3.21 Outside Employment

Employees are permitted to engage in outside work or to hold other jobs, subject to certain restrictions as outlined below.

Activities and conduct away from the job must not compete with, conflict with or compromise the Company interests or adversely affect job performance and the ability to fulfill all job responsibilities. Employees are prohibited from performing any services for customers on nonworking time that are normally performed by the Company. This prohibition also extends to the unauthorized use of any Company tools or equipment and the unauthorized use

or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working time.

Employees are cautioned to carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. If the Company determines that an employee's outside work interferes with performance, the employee may be asked to terminate the outside employment.

### 3.22 Conflicts of Interest

The Company requires all employees to conduct business in a manner consistent with professional codes of conduct and in a manner that does not present an actual or potential conflict of interest. Employees must avoid any relationship or activity that might impair, or even appear to impair, their ability to make objective and fair decisions when performing their jobs. At times, an employee may be faced with situations in which business actions taken on behalf of the Company may conflict with the employee's own personal interests. Company property, information or business opportunities may not be used for personal gain.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative or friend as a result of the Company's business dealings. For the purposes of this guideline, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

Conflicts of interest may arise in the following circumstances:

- Being employed by, or acting as a consultant to, a competitor or potential competitor, supplier or contractor, regardless of the nature of the employment, while employed with the Company.
- Hiring or supervising family members or closely related persons.
- Serving as a board member for an outside commercial company or organization.
- Owning or having a substantial interest in a competitor, supplier or contractor.
- Accepting gifts, discounts, favors or services from a customer/potential customer, competitor or supplier, unless equally available to all Company employees.

Employees with a conflict-of-interest question should seek advice from management. Before engaging in any activity, transaction or relationship that might give rise to a conflict of interest, employees must seek review from their manager or the Human Resource department.

<b>SECTION 4.0 EMPLOYEES TIME OFF &amp; PAY</b>
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**4.1 Payday**

Employees are paid bi-weekly with paychecks distributed every other Friday. Each paycheck is for work performed through the end of the prior two workweeks, which begin on a Monday and end on the second following Sunday.

If an employee does not have direct deposit, live paychecks are normally distributed by Human Resources or mailed or by the supervisor or coordinator for the department. If an employee does not have direct deposit and is absent on payday, his/her paycheck will be held by the Human Resources Representative absent an advance request from the employee to have their paycheck mailed to them. If the employee does not pick up his/her check the following day (e.g., if an employee is ill) the paycheck will be mailed to the employee's address on file. Paychecks will not, under any circumstances, be given to any person other than the employee without written authorization.

Alternatively, the Company offers an employee direct deposit of his/her bi-weekly paycheck into a personal checking or savings account. In the event that an employee uses this service, he/she may log into the payroll system to view a record of the paycheck that has been deposited according to his/her instructions.

If the normal payday falls on a Company-recognized holiday, paychecks will be distributed one workday before the regularly scheduled payday.

In the event of a lost paycheck, the Human Resource department must be notified in writing as soon as possible and before a replacement check can be issued. In the event the lost paycheck is recovered, and the Company identifies the endorsement as that of the employee, the employee must remit the amount of the replacement check to the Company within 24 hours of the time it is demanded.

If an employee's marital status changes or the number of exemptions previously claimed increases or decreases, a new Form W-4 must be submitted through the payroll system.

The Company makes every effort to ensure employees are paid correctly. Occasionally, however, inadvertent mistakes occur. Under such circumstances, and when called to the Company's attention, the Company will promptly make any corrections that are necessary. Employees should review their pay stub to make sure it is correct. If an employee believes a mistake has occurred (including any improper deductions, under-reported hours of work or other error) or if he or she has any questions, Human Resources should be contacted. Employees are also required to immediately report errors that result in over payment.

**4.2 Overtime Pay**

While the Company tries to provide steady 40-hour workweeks, there are times when customer demand dictates heavy production schedules. When non-exempt employees work more than 40 hours in a workweek, the Company recognize the employee's extra effort with premium pay per the following schedule:

- 1.5 times base pay for all hours worked in excess of 40 hours in a week unless state law requires otherwise;



Time not worked due to sickness, personal days, holiday pay, and PTO will not be used in the calculation for overtime pay. No employee should ever work any overtime unless specifically requested or authorized to do so by his/her supervisor.

Working overtime as scheduled is a job requirement. An employee, who is scheduled for overtime 24 hours in advance and fails to show up, will be counted absent and subject to disciplinary action.

4.3 Holidays

The Company provides Holiday Pay for designated Holidays for eligible employees. Holiday Pay is intended to compensate employees for wages they cannot earn when the business is closed or due to a Holiday or an observance of a Holiday.

The Company observes the following 7 paid Holidays per year:

New Year's Day	Thanksgiving Day*
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day*
Labor Day	

The following guidelines apply to the Company's Holiday pay:

*Conditions and Exceptions*

- Full-Time employees working at least 30 hours a week are eligible. This benefit is not eligible for Part-Time employees.
- Cultivation and Retail Dispensaries will be closed on Thanksgiving Day and Christmas Day. However, for business reasons, some employees will be scheduled to work per General Manager discretion and approval.\*
- Cultivation and Retail Dispensaries will be open for regular business on all other approved holidays, as listed above, and eligible employees will be entitled to Holiday pay which is 8 hours.
- If a location is open on a Holiday, employees may request the day off using PTO with Manager approval. Not all employees will be permitted to take a Holiday off and will be required to work based on schedule needs.
- An employee who is scheduled to work on a Holiday and who fails to report for work on that day is not eligible for the Holiday Pay; however, if the absence is reported as a protected absence (e.g. protected use of paid sick leave) the employee will be eligible for the Holiday pay.
- If a Holiday occurs while an employee is on a pre-approved paid time off (e.g. PTO, etc) the employee will receive Holiday pay in lieu of paid time off.
- Employees are not allowed Holiday pay while in an out-of-pay status, such as unpaid leave of absence or layoff.

*Working on a Holiday*

- Hourly employees who work on a Holiday will receive Holiday pay and base pay for hours worked.
- Salaried employees should rotate to work Holidays each year based on schedule needs. Salaried employees will be eligible for a floating holiday off from work to offset the Holiday worked. The floating holiday must be taken by the end of the calendar year. If

the employee does not take the floating holiday by the end of the calendar year, or if the employee terminates before using the floating holiday, the day will be forfeited.

- Employees will not be allowed to cash out their holidays when terminating or if not taken prior to the end of the calendar year.

4.4 Paid Time off (PTO)

The Company established a PTO policy to provide employees with a period of rest and relaxation without loss of pay or benefits. All full-time employees are eligible to earn paid PTO time based on the schedule below.

Criteria	Effective 01-01-22			
	Cultivation (Hourly)	Cultivation (Salary)	Retail (Hourly)	Retail (Salary)
Exempt	N/A	15 days	N/A	15 days
Non-Exempt	80 hours	N/A	80 hours	N/A
Eligibility	Full-Time Only		Full-Time Only	
Minimum time off	1 hour	Half day	1 hour	Half day
Reset Date	January 1st each year		January 1st each year	
Rollover	up to 40 hours or 5 days per year of unused PTO		up to 40 hours or 5 days per year of unused PTO	
Rollover Provision	Employees have to use in the following year, drops off if not used		Employees have to use in the following year, drops off if not used	
Unused PTO Payout	Not allowed		Not allowed	
Maximum	Capped at 80 hours for Cultivation Hourly	Capped at 15 days Exempt	Capped at 80 hours for Retail Hourly	Capped at 15 days Exempt
Blackout Dates	N/A		PTO is not allowable on April 20th, July 10th or the Day after Thanksgiving (Black Friday)	

PTO is front loaded every January 1st and is scheduled and taken between January 1 and December 31 of a calendar year. Employees may put in a request for PTO with their manager through the Payroll system at any time. Employees should submit their requests as far in advance as possible. If an employee starts employment after January 1, the employee's PTO hours will be granted on a pro rata basis.

A department manager may approve or deny PTO requests based on the number of previously scheduled PTO days in the department, the operational scheduling needs of the business, and other reasons based on business need. An employee will be notified as soon as possible of the approval or denial of the PTO request. Hourly employees may take PTO in hourly increments while salaried employees must take PTO in half-day or full-day increments. Employees are allowed to carryover a maximum of 40 hours of unused PTO time to the following year. Employees must use the carry over PTO in the next calendar year or it will drop off. Although employees may carry over unused PTO time from year to year, the maximum amount of PTO time an employee can accumulate is 120 hours. Employees may not use PTO for vacation days once they have given notice of resignation.

Employees will be paid at their regular rate of pay for PTO taken. PTO pay will be paid on normal payroll periods. Upon separation from the Company, employees will receive pay for all accrued, but unused, PTO time. Because the PTO is front loaded, the Company will calculate what the accrual would be upon the date of termination with the company. Employees may not take PTO in excess of their bank of PTO time under any circumstances, unless written approval is provided by the employee's supervisor in advance. In the event of a termination of employment, if an employee has taken PTO time in excess of the employee's bank of PTO time, the Employer will deduct the overage of PTO hours from the employee's final paycheck, unless such deduction is then prohibited by applicable law.

Employees will be paid at their regular rate of pay for each day or week of PTO taken. PTO pay will be paid on normal payroll periods. Upon separation from the Company, employees will receive pay for all earned, but unused, PTO time. Because the PTO is front loaded, the company will calculate what the accrual would be upon exiting the company. If the employee used more than that accrued amount, the company has the right to reduce the last paycheck by that amount.

This PTO policy is intended to comply with all federal, state, and local laws, and will be interpreted and applied in order to comply with all applicable laws. Employees should review the state-specific Employee Handbook Addendum for the state in which they work for additional information and guidance on this policy. Any questions about this policy, including any state-specific addendums to this policy that are applicable to the state within which you work, should be directed to Human Resources.

#### 4.5 Military Leave

In accordance with The Uniformed Services Employment and Reemployment Rights Act of 1994 (USEERA), employees who voluntarily or involuntarily perform duty in the "uniformed services" qualify for military leave of absence(s), if certain criteria is met. Uniformed services include Army, Navy, Marine Corps, Air Force, Coast Guard, and Public Health Service commissioned corps, the reserve components of each of these services, federal training or service in the Army National Guard and Air National Guard and certain disaster response work (and authorized training for such work).

Uniformed service includes active duty, active duty for training, inactive duty training (such as drills), initial active duty training, and funeral honors duty performed by National Guard and reserve members, as well as the period for which a person is absent from a position of employment for the purpose of an examination to determine fitness to perform any such duty.

A military leave of absence is provided to employees who meet the following criteria:

- The employee must give advance notice to the Company, by contacting Human Resources as soon as is practicable, that he or she is leaving the job for service in the uniformed services, unless such notice was precluded by military necessity or otherwise impossible or unreasonable;
- Employees must provide the Company with a copy of their military orders and appropriate documentation concerning their service dates and discharge.

- The employee's cumulative period of military service with the Company must not have exceeded five years;
- The employee must not have been released from service under dishonorable or other punitive conditions; and
- The employee must report back to the Company in a timely manner or have submitted a timely application for reemployment, unless timely reporting back or application was impossible or unreasonable. Timely manner for submitting an application for reemployment are as follows:
  - **Less than 31 days service:** By the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight-hour rest period. If this is impossible or unreasonable, then as soon as possible.
  - **31 to 180 days:** The employee must apply for reemployment no later than 14 days after completion of military service. If this is impossible or unreasonable through no fault of the employee, then as soon as possible.
  - **181 days or more:** The employee must apply for reemployment no later than 90 days after completion of military service.
  - **Service-connected injury or illness:** Reporting or application deadlines are extended for up to two years for persons who are hospitalized or convalescing.

Failure to adhere to these deadlines will subject the employee to the Company's normal policy regarding discipline or termination for unexcused absences. Absent a change in Company circumstances (such as a reduction in force or similar occurrence) which would make re-employment impossible or unreasonable, returning veterans or reservists who submit timely applications for reemployment are returned to their former or similar position, with the same seniority, status, and pay, as well as other rights and benefits that are determined by seniority.

Employees performing military duty of more than 30 days may elect to continue employer-sponsored health care for up to 24 months; however, the cost to employees may vary. For military service of less than 31 days, health care coverage is provided as if the employee had remained employed.

Returning employees are treated as though they were continuously employed for purposes of benefits calculations, years of service calculations, and pension plan participation, vesting, and accrual of benefits. Accruals for benefits calculations, such as PTO, sick leave, or holiday benefits, are discontinued during any portion of military leave.

Employees on two-week active duty training assignments or inactive duty training drills are required to return to work on the first regularly scheduled workday after the end of training, allowing reasonable travel time.

#### 4.6 Jury Pay

An employee selected for jury duty or called as a witness for a trial or deposition is eligible to receive full compensation for up to 3 days. Except where applicable law requires otherwise,

additional time off for jury duty beyond the first 3 working days will be unpaid (unless the employee chooses to apply available accrued paid PTO days). Any absence for jury duty, paid or unpaid, will be considered excused, and during any unpaid period of such leave, the employee will be treated in the same manner as any other employee on unpaid leave.

Employees are required to advise their supervisor or manager immediately of a summons for jury service. The supervisor should be provided with the documentation that shows the dates of service and other pertinent information in order to determine appropriate scheduling adjustments. An employee released from jury service without serving on a jury should return to work for his/her next scheduled workday. This certification should be given to the employee's supervisor and given to Human Resources for processing and record keeping.

#### 4.7 Voting Leave

All employees should vote either before or after regularly assigned work hours. However, when this is not possible due to work schedules, employees will receive up to two hours during the work day to vote provided they make a request for such leave prior to Election Day. Time off for voting should be reported and coded appropriately on timekeeping records. In the event of any conflict between this policy and applicable state and local laws regarding voting leave, employees will be afforded all rights required by law.

#### 4.8 Bereavement Pay

The Company will pay up to 3 calendar days (or up to 24 hours of pay for non-exempt employees) of an employee's salary based on his/her normal scheduled hours, for an absence which is due to the death of an immediate family member. An immediate family member is defined as an employee's spouse, child or stepchild, parent or stepparent, brother or sister, guardian, grandparent or grandchild, son-in-law or daughter-in-law, mother-in-law and father-in-law.

The purpose of this benefit is to provide time off with pay for bereavement purposes to eligible employees. The request for bereavement leave should be made through the payroll system.

#### 4.9 Payroll Deductions

State and federal payroll taxes will be withheld from employee paychecks in accordance with state, local, and federal laws. These deductions include state and federal income tax, and social security tax. Other deductions may be made based on an employee's election of Company benefits. When ordered by a state child support enforcement agency, childcare payments will also be deducted. Wage garnishment requests are honored with a court order.

#### 4.10 Wage Advances

The Company does not provide active employees payroll advances, extend credit or any other payout for unused accrued PTO, sick or other time off benefits.

#### 4.11 Family and Medical Leave Act (FMLA)

The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

If you have any questions, concerns or disputes with this policy, you must contact the Vice President of Human Resources at 312-265-0730.

### **General Provisions**

Under this policy, the Company will grant up to 12 unpaid weeks (or up to 26 unpaid weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period (as defined below) to eligible employees.

### **Eligibility**

To be eligible to take family or medical leave under this policy, the employee must meet the following conditions:

- The employee must have worked for the company for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years unless certain exceptions apply.
- The employee must have worked at least 1,250 hours during the 12-month period immediately preceding the date when the leave is requested to commence.
- The employee must work in a worksite where 50 or more employees are employed by the company within 75 miles of that office or work site.

### **Type of Leave Covered**

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- The birth of a child and in order to care for that child.
- The placement of a child for adoption or foster care with the employee and to care for a newly placed child with the employee.
- To care for a spouse, child or parent with a serious health condition. Under the FMLA, a "spouse" means a husband or wife as defined or recognized in the state where the employee was married, including same-sex and common law marriages.
- The serious health condition of the employee. An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position. A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or as a condition that requires continuing care by a licensed health care provider.

Employees with questions about what illnesses are covered under this FMLA policy are encouraged to consult with Human Resources.

- Qualifying exigency leave.

An employee whose spouse, son, daughter or parent has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following: a) short-notice deployment, b) military events and activities, c) child care and school activities, d) financial and legal arrangements, e) counseling, f) rest and recuperation, g) post-deployment activities, and h) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

The leave may commence as soon as the individual receives the call-up notice. (*Son* or *daughter* for this type of FMLA leave is defined the same as for *child* for other types of FMLA leave except that the person does not have to be a minor.)

- Military caregiver leave (also known as covered service member leave) to care for an injured or ill service member or veteran.

An employee whose son, daughter, parent or next of kin is a covered service member may take up to 26 weeks in a single 12-month period to take care of leave to care for that service member.

#### **Amount of Leave**

An eligible employee may take up to 12 weeks for any purpose identified above (other than FMLA caregiver leave) during any 12-month period. The Company will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the Company will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount of time the employee is entitled to take at that time.

For military caregiver leave, an eligible employee can take up to 26 weeks for the FMLA leave during a single 12-month period. For this military caregiver leave, the company will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total 26 weeks available.

If a husband and wife both work for the Company and each wish to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the company and each wish to take leave to care for a covered injured or ill service member, the care of a spouse or son or daughter with a serious health condition or a serious health condition that makes the employee unable to perform the essential functions of his or her job the husband and wife may each take 12 weeks of leave.

#### **Intermittent Leave and Reduced Schedule Leave**

Unlike a continuous period of absence, intermittent leave under this policy refers to leave taken in separate blocks of time or a reduction in an employee's normal weekly or daily work schedule due to a single qualifying reason (e.g., a serious health condition requiring periodic treatment).

Any employee taking intermittent leave under this policy is required to (i) stay in regular communication with both Human Resources and the employees' supervisor during the overall period of time within which the employee is taking any leave on an intermittent basis; (ii) accurately record every block of intermittent leave time taken; and (iii) comply with the Company's separate Time Keeping policy and, where PTO time is used for intermittent leave under this policy, the PTO policy. Employees who fail these requirements are in violation of Company policy and will be subject to discipline.

The provisions below address the availability of intermittent leave depending on the type of leave, consistent with federal law.

- **Certain Family Care and Medical Leaves, and Military Caregiver Leave:** Medical leave for the employee's own serious health condition, family care leave for the serious health condition of the employee's spouse, parent or child, and military caregiver leave may be taken intermittently or on a reduced schedule when medically necessary. Where the intermittent or reduced schedule leave is for planned medical treatment, the employee must make an attempt to schedule the treatment so as not to disrupt unduly the Company's operations.
- **Family Care for Birth, Adoption or Foster-Care Placement:** Leave for the birth, adoption, or foster-care placement of child with an employee generally cannot be taken on an intermittent basis or on a reduced leave schedule unless applicable state law requires intermittent/reduced schedule leave under these circumstances.
- **Military Exigency Leave:** May be taken intermittently or on a reduced schedule.

#### **Substituting Paid Leave for Unpaid Leave**

Federal FMLA leave is unpaid. The Company requires you to substitute PTO days according to the schedule below. You may also choose to substitute additional paid or unpaid leave that you have accrued.

<u>Eligible PTO Remaining</u>	<u>Required Substitution</u>
Less than 5 days	None
5-14 days	5 days
15 days or more	10 days

When an employee is absent due to a work-related illness or injury that meets the definition of a serious health condition, the absence will be counted against the employee's entitlement under this policy. In other words, FMLA leave will run concurrently with other leaves of absences taken by the employee (including a leave of absence for a work-related injury) to the greatest extent permitted by applicable law. An employee is not required to substitute paid time off for an absence covered under workers' compensation insurance or short-term disability insurance.

Unless other paid time off (e.g., PTO) is available to be substituted for family care, medical, military exigency or military caregiver leave, such leave is unpaid.

#### **Employee Status and Benefits During Leave**



While an employee is on leave, the Company will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

**Notice Requirements**

Employees must notify Human Resources of any request for family care, medical, military exigency or military caregiver leave, whether under the federal FMLA or similar state law as soon as they are aware of the need for such leave. For leave for foreseeable family care, medical, and service member care, the employee must provide 30 calendar days' advance notice of the need for leave, if possible. For events that are unforeseeable 30 days in advance, the employee must provide notification as soon as is practicable. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee must make a reasonable effort to schedule such treatment so as to avoid unduly disrupting Company operations, and may be requested to reschedule the treatment so as to minimize disruption of the Company's business. If an employee fails to provide the requisite 30-day advance notice for foreseeable family care, medical, and service member care without any reasonable excuse for the delay, the Company reserves the right to delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for family care, military family or medical leave.

All requests for family care, medical, military exigency, and service member care leave should include enough information to make the Company aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Company if the requested leave is for a reason for which FMLA (or similar state law) leave was previously taken or certified.

Once the Company is aware of the employee's need for leave, it will inform the employee whether he/she is eligible under FMLA and/or any applicable state law. If the employee is eligible, the notice will specify any additional information required as well as the employee's rights and responsibilities. If the employee is not eligible, the Company will provide a reason for the ineligibility.

**Certification**

Any request for medical leave for an employee's own serious health condition, for family care leave to care for a child, spouse, registered domestic partner (in states providing domestic partner coverage), or parent with a serious health condition, or for military caregiver leave, must be supported by medical certification from a health care provider. For military caregiver leave, the employee must provide confirmation of a family relationship to the seriously ill or injured service member. Employees generally must provide the required certification within 15 calendar days after the Company's request for certification.

Any request for leave due to a qualifying military exigency must be supported by certification from the employee accompanied by evidence of the covered military member's active duty orders or other documentation from the military. Employees must provide the required certification as soon as practicable.

Failure to timely provide the required certification may result in the denial of foreseeable leave until such certification is provided. In the case of unforeseeable leaves, failure to timely provide

the required certification may result in the loss of FMLA protections (benefit continuation, reinstatement, etc.) during any period of leave taken after the certification was due, or may result in the denial of the employee's continued leave. Additionally, absences not qualifying as an authorized leave may be treated as unexcused absences. Any request for an extension of the leave also must be supported by an updated medical certification.

**Designation of Protected Leave**

Once the Company has enough information to determine whether the leave is FMLA qualifying, the Company will inform the employee if leave will be designated as FMLA-protected or state-law protected leave and, if known at that time, the amount of leave that will be counted against the employee's leave entitlement. If the Company determines that the leave is not protected, the Company will notify the employee.

**Recertification**

The employee taking leave because of his/her own serious medical condition or the serious medical condition of a family member may be required, except in cases of military caregiver leave, to provide the Company with recertification at appropriate intervals. For purposes of recertification, the employer may request the same information as allowed by law for the original certification. The employee must provide the requested recertification within 15 calendar days of such a request, unless it is not practicable to do so despite the employee's diligent, good faith efforts.

**Return to Work Certification**

Where the leave is for the employee's own serious health condition, the Company requires the employee to provide medical certification that he/she is fit for duty and able to return to work. This certification should be provided to Human Resources. The Company may delay restoring the employee to employment (i.e., the employee will not be permitted to return to work), or terminate the employee without such certificate.

**Reinstatement**

Employees timely returning from a leave covered under this policy are entitled to reinstatement to the same or equivalent position consistent with applicable law. For leaves under the FMLA, the Company retains the right to deny reinstatement to employees who are among the highest paid ten percent of all employees employed by the Company within 75 miles of the employees' worksite and whose reinstatement would cause substantial and grievous economic injury to the Company's operations. An employee has no greater right to reinstatement than if he/she had been continuously employed rather than on leave. The Company will comply with all applicable laws pertaining to reinstatement of employees, including where required, the reasonable accommodation of employees who have been on an approved leave.

Additional information regarding rights and responsibilities under the FMLA can be found here:

<https://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>

**4.12 Expense Accounts**

The Company will reimburse employees for reasonable expenses incurred through business travel, entertainment or supplies. A receipt is required, and the standard Company expense report needs to be submitted for full reimbursement.

**SECTION 5.0 EMPLOYEE BENEFITS**

5.1 General Benefit Information

There are certain benefits which the Company and all employers provide as required by federal and local state laws. These benefits include social security, unemployment compensation, and workers' compensation.

There are other benefits that the Company funds, either partially or fully, that are offered to an employee as part of his/her total compensation from the Company and as a benefit of employment with us. These benefits may include group medical and dental insurance, PTO, and holidays. All of these benefits are explained further in this section of the handbook. Specific plan and policy information on all Company benefit plans will be provided at the New Hire Orientation. If there is any conflict between this Handbook and the plan documents, the plan documents control. The Company reserves the right to change, alter, or terminate any benefit plan in its sole discretion. Employees with questions concerning Company benefits can contact Human Resources.

5.2 Social Security Plan Benefit

Employees are covered under the provisions of the federal social security law. Social security benefits provide employees with a minimum floor of retirement income. The amount of deduction from employees' wages for social security taxes is matched by the Company. The total contribution by employees and the Company is credited toward social security benefits that may be available at the time employees are eligible to retire. In addition, disability and survivor benefits are financed through social security taxes.

5.3 Unemployment Compensation Insurance Benefit

If an employee becomes unemployed through no fault of his/her own, he/she may be eligible for financial assistance through the unemployment compensation program. The Company pays the full cost of this benefit through taxes to both the federal and state governments. Employees who separate from employment with the Company should inquire with their respective state employment agencies as to their possible coverage at the time of separation.

5.4 Workers' Compensation Insurance Benefit

The Company carries Worker's Compensation insurance coverage, as required by law, to protect employees who are injured on the job. Worker's Compensation insurance benefits are provided to employees after a short period of time and as the result of a job-connected injury or illness. If an employee is hospitalized, benefits begin immediately. Workers' Compensation also pays medical bills and death benefits in accordance with a statutory schedule established by the state. The cost of this coverage is fully paid by the Company. An employee who suffers any on-the-job injury, no matter how minor, must report that injury immediately to his/her supervisor or manager for his/her own protection. Employees must maintain their co-payments for health benefits while they are on workers' compensation leave of absence.

Neither the Company nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the Company.

#### 5.5 Group Medical, Vision and Dental Plan Benefit

The Company recognizes the high cost of medical, vision and dental care for employees and their dependents. The group medical, vision and dental benefit plan is provided as a part of an employee's total compensation to assist in defraying a major expense. Payment amounts of eligible expenses for medical, vision or dental services provided to covered employees or their dependents will be paid at specific percentages under the terms and conditions of the Company's medical, vision and dental benefits plan to partially defray the cost of medical, vision and dental expense for employees while allowing employees the opportunity to take advantage of discounted services through preferred provider arrangements.

Employees and their dependents may be covered for a wide range of medical and dental services including the cost of office visits to a physician, prescriptions, hospitalization, surgery, dental services, and other coverage as explained in the plan documentation.

An active employee becomes eligible for these benefits on the first day of the month following 60 days.

Employees pay bi-weekly contributions for each coverage through payroll deductions. The amount of the contribution is based on the selection of coverage and the number of individuals the employee elects to cover. In addition, the employee pays an annual deductible, for employee only or family coverage, when medical expenses are incurred.

The details of the cost of these benefits, as well as the details of plan coverage, will be provided to each employee in their New Hire package and explained during the New Hire Orientation.

#### 5.6 Short Term Disability

The company's short-term disability plan is a benefit that provides partial pay for employees who are unable to work due to illness, injury or disability not related to work. Benefits begin on the eighth day of disability due to an accident and on the fifteen day of disability due to an illness. Both benefits continue for related absences up to a maximum of 12 weeks.

Employees will not be able to return to work without submitting to Human Resources a note from a physician or licensed health care professional authorizing the employee's return. Any time spent on short-term disability counts as part of the employee's FMLA leave.

#### 5.7 Long Term Disability

Long term disability insurance is provided free of cost to all employees by the Company.

#### 5.8 Life Insurance

The Company offers regular full-time employees an employer-paid basic group term life policy along with an accidental death and dismemberment policy.

#### 5.9 Health Benefits Continuation (COBRA)

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the Company's health plan when a "qualifying event" would normally result in the loss of eligibility.

Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or leave of absence, divorce or legal separation and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the Company's group rates. The Company provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the Company's health and dental insurance plan. The notice contains important information about the employee's rights and obligations. Eligible employees may extend coverage for up to eighteen months.

## SECTION 6.0 EMPLOYEE HEALTH AND SAFETY

### 6.1 Safety

Employees will insure safety *first* in the conduct of their work. The primary objective of this policy is loss prevention, with the goal of eliminating personal injury, property damage, and the needless suffering and waste that usually follows workplace accidents.

Your personal safety practice on the job is vital to you and the Company. Every effort is taken to provide a safe place to work. The Company believes safety is so important to your welfare that violation of any safety rule may result in disciplinary action, up to and including termination of employment.

### 6.2 Safety Responsibility

All employees have safety responsibility for themselves and their co-workers. Employees have a duty to immediately report any accidents, unsafe practices, or unsafe conditions. Teamwork and cooperation are essential in maintaining an accident-free, productive, and quality-conscious work environment. This responsibility rests upon every employee. It is the responsibility of each employee to follow and observe all safety rules, regulations, and procedures. Failure to follow safety rules, regulations, or procedures may cause an employee to be subject to disciplinary action, up to and including termination.

### 6.3 Safety Rules

#### *Facility and Personnel Safety:*

- Become familiar with all building exits, locate all fire extinguishers and learn how to use them, understand proper evacuation procedures, do not block aisles or exits, and be aware of first-aid kit and biohazard box locations.
- Do not walk over pallets or spills of any kind (water, oil, compound, coffee, etc.).
- Do not walk through racks or step over beams; walk around them. Walk in aisles, never run. Running is prohibited on all Company property, including the parking lot.
- Horseplay is strictly forbidden. Do not participate in wrestling, fighting, throwing objects, playing practical jokes, yelling, or any other form of horseplay.
- Follow proper lifting procedures to prevent back injuries. Do not lift boxes or objects that are too heavy or bulky. Ask for help. Use a step stool or ladder to reach loads above your shoulders or again seek assistance.
- Be aware of the solvents and chemicals used in your department and follow directions for their use. Do not use solvents and chemicals for any purpose other than that for which they were intended.
- Use prescribed personal protective equipment such as eye protection, face masks, safety shoes, gloves, aprons, hearing protection, and safety glasses in areas where required.
- Smoking is not allowed in the facility, warehouses, offices or restrooms.

#### *Machine and Equipment Safety:*

- If you have not read and do not understand procedures for the proper use of a tool, equipment or machine operations do not use it, seek help.
- Do not use any equipment unless authorized to do so. Only authorized persons are permitted to use, repair or adjust machines or equipment.

- All machine guards must be kept in place at all times when the machines are in operation. Intentionally bypassing a guard or safety interlock will result in disciplinary action, up to and including termination.
- Do not put your hands in any machine while it is running. Keep fingers away from pinch and nip points.
- Do not wipe or clean machines while they are running.
- Obey all warning and safety signs. Only authorized personnel are to access electrical lines, switch boxes, drive cabinets, motor control cabinets, or any piece of equipment or the areas marked (e.g., “No Entry Without Permission” or “Authorized Personnel Only”).
- Only certified forklift operators should operate forklifts. See the department safety rules for safe forklift operation.

*Additional Safety Rules:*

- Report any unsafe condition or act in which people are engaged.
- Immediately report all malfunctioning equipment to your supervisor.
- Immediately report all property damage to your supervisor.
- Immediately report all safety incidents, including near misses, whether or not injury resulted, no matter how slight, to your supervisor.
- Immediately report any dangerous condition to your supervisor.

#### 6.4 Reporting Accidents

Employees must immediately report to their supervisor or a member of the management team all work-related accidents, injuries, or illnesses. Prompt reporting is necessary to prevent additional injury, complications, and/or lost work time. Prompt reporting also complies with the Workers' Compensation law. Failure to do so may result in disciplinary action, up to and including termination.

If medical attention is necessary, the Company's insurance carrier will provide appropriate benefits. It is essential that facts be reported and documented in a timely manner in order to maintain employee's rights and benefits. The employee's supervisor will follow procedures to assure prompt medical referral as necessary. Workers' Compensation claims will be handled and/or monitored by Company-designated physicians.

#### 6.5 Fitness for Duty Certification

The Company requires that an employee seeking to return to work following a medical leave for the employee's own illness or serious health condition provide certification from the employee's health care provider that the employee is able to come back to work and is able to perform the essential functions of the employee's job (either with or without reasonable accommodation). If an employee fails to provide a fitness-for-duty certification, the employee may no longer be entitled to reinstatement and may be terminated.

#### 6.6 Hazardous Materials Communications

The Company's hazardous materials communication program implements the worker's "right-to-know" statute. The Company strongly believes that workers must be informed and trained with regards to all hazardous and potentially hazardous chemicals and/or situations that may exist in the workplace. The Company recognizes that chemicals can be potentially hazardous if not used

properly. Training programs have been developed to keep employees informed about possible workplace chemical hazards.

In accordance with the Hazard Communication Standard, an extensive, ongoing training program has been developed for our employees. This training includes but is not limited to: hazardous substances, inventory, and Material Safety Data Sheets, location and availability of MSDS's, updates on new hazards, labeling requirements, and personal protective equipment required.

The Company maintains an extensive MSDS file for all substances used in the workplace. MSDS's are available for review by employees. It is the Company's intent to provide employees with the information necessary for them to perform their tasks in a safe manner.



<b>SECTION 7.0 EMPLOYEE SERVICES</b>
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**7.1 Bulletin Boards**

Information of special interest to all employees is posted regularly on bulletin boards. Bulletin boards contain notices of state and federal laws, as well as other information related to employment by the Company.

Posting of other materials on the bulletin boards is strictly prohibited. Postings on the bulletin boards are made by Human Resources, or management as appropriate. All employees are expected to check the bulletin boards regularly for new and updated information and to follow the rules set forth in all posted notices. Employees are not to remove material from the bulletin boards.

**7.2 Direct Deposit**

The Company offers employees the opportunity to directly deposit their paychecks into their personal checking or savings accounts. This payroll service offers employees the convenience of having funds from their paychecks directly deposited to their account without the hassle of coping with traffic and banking hours. This service is voluntary and free of cost to the employee. An employee who wishes to sign up for the service should do so on the payroll system. Human Resources will not accept changes to Direct Deposit. Once an employee has authorized direct deposit, he/she may stop it at any time. Any changes on the employee's bank account must be notified to Human Resources immediately. Employees who elect direct deposit will be able to access a bi-weekly check stub with deduction data and deposited amount for their personal records on the payroll system. For further information, please contact the Human Resources Representative.

**7.3 Lunchroom**

A refrigerator, microwave ovens and vending machines are provided for employees' eating convenience. The eating area has been furnished with dining tables and chairs so employees may enjoy their food in warm and friendly surroundings. To maintain good housekeeping practices, employees are requested to eat only in the area(s) assigned for that purpose and place all trash in the receptacles provided. Employees are responsible for picking up and cleaning up after themselves. Food and other items should not be left in the refrigerator for extended periods. Damage to equipment or inoperable vending machines should be reported to a supervisor or the Human Resources Representative.

**7.4 Parking**

In order to maintain a high level of safety standards, we must all observe the following rules governing the parking areas:

- Strict use of the designated entrance and exit is to be followed at all times.
- All visitors and local deliveries must be designated to a contact person (main lobby, receiving dock).
- All parked vehicles must be within the designated space.
- 10 MPH speed limit must be obeyed at all times.
- Vehicles with anything in tow are not permitted.
- Congregating or loitering in the parking lot is not permitted.

- Cars are not permitted to be left overnight in the parking lot unless otherwise authorized by management.
- If you are involved in any accident in the parking lot, which results in damage to another vehicle, it is your responsibility to report such damage to the owner of the vehicle. Your supervisor and/or Human Resources Representative will assist you in identifying and locating the owner.

The parking lots are considered Company property. All plant rules and policies apply to these areas. Violation of these rules may result in disciplinary action, up to and including termination.

## SECTION 8.0 EMPLOYEE DEVELOPMENT

### 8.1 Performance and Salary Reviews

The evaluation of an employee's job performance is done on a daily basis by the supervisor and other members of management. Performance evaluation is based on the employee's assigned job duties and other job-related criteria.

The Company employees will participate in the performance evaluation process with their assigned supervisor annually. Supervisors are responsible for completing a written evaluation by using the forms approved by Human Resources. All employees will receive a copy of their written evaluation, have a performance meeting with their supervisor, and get the opportunity to respond to the evaluation.

Merit increases are based on Company performance and financials and are not guaranteed. A performance review does not always result in an automatic salary increase. The employee's overall performance and salary level relative to his/her position responsibilities are evaluated to determine if a salary increase would be warranted.

Budget allocations for merit increases are planned for and allocated before the start of each calendar year. The annual salary increase program is designed to assist management in planning and allocating merit and promotional increases that reward individual performance, that are market competitive and that are internally equitable.

Salary adjustments are occasionally requested or warranted at times other than the employee's scheduled annual salary reviews. Out-of-cycle salary increases must be preapproved by the President and/or CEO. Human Resources will review all salary increase/adjustment requests to ensure internal equity and compliance with company policies and guidelines.

### 8.2 Performance Improvement Plan

A Performance Improvement Plan is a written tool available to supervisors for the purpose of improving the performance of employees and/or addressing performance discrepancies identified in the performance appraisal process.

### 8.3 Employee Development

The Company recognizes the value of professional development and personal growth for employees. Therefore, professional development, which benefits the company and employee, and that is required to maintain a certification or a license or for continuing education related to an employee's profession, is eligible for reimbursement.

The policy includes memberships to professional organizations, fees for workshops, conferences and seminars that advance professional development, and training needed to maintain or renew professional certifications or licenses. Employees under disciplinary action and/or with performance ratings of needs improvement or unacceptable do not qualify.

All professional development reimbursements require approval of department manager.

**EMPLOYEE ACKNOWLEDGEMENT FORM**

This is to certify that I have received and am familiar with the contents of the Company's Employee Handbook. I understand that the purpose of this Handbook is merely to inform employees and help them become familiar with certain aspects of being a Company employee. I understand and agree that the Handbook is for my use while employed at the Company. I further understand that nothing in this Handbook is designed to interfere with, restrain, or prevent employee communications regarding wages, hours or other terms and conditions of employment. I acknowledge that I have the right to engage in or refrain from such activities without influence or interference from management or the organization.

Because the information, policies and benefits described herein are subject to change, I acknowledge that revisions to the Handbook may occur. I understand that the Company may revise, supplement or rescind any policies or portion of this Handbook at any time it deems appropriate and that the revised information may supersede, modify or eliminate existing policies.

I UNDERSTAND AND ACKNOWLEDGE THAT NO PROVISION OR PORTION OF THE HANDBOOK CONSTITUTES AN IMPLIED OR EXPRESSED CONTRACT, GUARANTEE OR ASSURANCE OF EMPLOYMENT OR ANY RIGHT TO AN EMPLOYMENT-RELATED BENEFIT OR PROCEDURE.

I also understand that, notwithstanding any of the provisions of this Handbook, I am employed on an at-will basis. My employment may be terminated at any time, either by me or by the Company, and no person, other than the President of the Company and approved by the Chief Executive Officer, has any authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the foregoing.

I acknowledge that as an employee, I am a representative of the Company. I commit to working with integrity, conducting myself in a manner that reflects well on the Company, and treating my co-workers with respect and dignity.

I have read and understand this form. I understand that this form, once signed, will become a permanent part of my personnel file.

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Employee Handbook – Alabama Addendum

*for Alabama Employees Only*

This Employee Handbook Addendum is the property of the Applicant and it may not be reproduced without its express authorization and consent.

January 2023

Employee Handbook – Alabama Addendum (or “Alabama Addendum”) is intended to inform employees about certain employment-related benefits required under state and local law that may be different than those described in the main Employee Handbook. Employees should review this information carefully and contact the Human Resources department with any questions. This Alabama Addendum applies only to the Company employees in Alabama.

A few reminders about this Alabama Addendum:

- This Alabama Addendum should be understood as part of the Company Employee Handbook.
- Your employment with the Company is “at will” This means that your employment is not for any specific time and may be terminated at will with or without cause and without prior notice by the Company, or you may resign for any reason at any time. You should not interpret anything in this Alabama Addendum as creating a contract or guarantee of continued employment for a specific period of time.
- Changes to this Alabama Addendum may be necessary, and the Company reserves the right to modify or eliminate any of the provisions of it. It is your responsibility to keep informed of any changes.

Employees should contact the Human Resource department if they have questions or would like additional information about the policies set forth in this Alabama Addendum or in the Company Employee Handbook, or about any Company procedures or practices.

**SECTION 2.1 – EQUAL EMPLOYMENT OPPORTUNITIES**

As set forth in the main Employee Handbook, the Company is committed to equal employment opportunity and to compliance with state and federal antidiscrimination laws. The Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state, or local law.

**SECTION 3.5 – Workplace Safety****Workplace Safety – Firearms on Company Parking Lots**

Employees may bring a legally owned firearm or ammunition into the company parking lot if the employee satisfies all of the following:

1. The employee either:
  - a. Has a valid concealed weapon permit; or
  - b. If the weapon is a legal firearm, other than a pistol, used for hunting in the state, and:
    - i. The employee has a valid state hunting license;
    - ii. The weapon is unloaded at all times on the property;
    - iii. It is during a legally-permitted hunting season;
    - iv. The employee has not been convicted of certain prohibited crimes and/or is not subject to a Domestic Violence Order;
    - v. The employee does not meet the requirements under section 13A-11-75(a)(1) that would prevent him/her from obtaining a permit to carry a pistol in a vehicle or a concealed pistol; and
    - vi. The employee has no documented prior workplace incidents involving threats of or actual physical injury.
2. The vehicle is operated or parked in a location where it is permitted to be; and
3. The firearm is either:
  - a. In a motor vehicle attended by the employees, kept from ordinary observations within the vehicle; or

- b. In an unattended motor vehicle, kept from ordinary observation and locked within a compartment, container, or in the interior of the vehicle, or in a compartment or container securely affixed to the vehicle.

Possession of firearms elsewhere on the Company property or while representing the Company's business interests, or possession of any other type of weapon is prohibited at all times. The Company will not be liable for any harm resulting from the use of weapons stored in an employee's car.

#### **SECTION 4.0 – EMPLOYEE'S TIME OFF & PAY**

##### **Jury Duty**

The Company encourages employees to fulfil their civic responsibilities by serving on a jury. Please see the main Employee Handbook for additional information regarding the Company's Jury Duty policy.

The Company will compensate full time employees working in Alabama their regular wages for jury services. Employees will not be required to use PTO while serving on a jury. The Company will not discharge, penalize, threaten, or otherwise discipline or coerce an employee for receiving or responding to a jury summons or for serving on a jury.

Employees requesting leave for the purposes of jury duty will be required to provide a copy of the summons to serve on jury duty to their supervisor or manager immediately, and no later than the next day that he or she is engaged in his or her employment. All benefits continue uninterrupted during the period of jury service. Employees excused from jury service before the halfway point of their scheduled workday are required to contact their supervisor or manager to find out if they should report for work.

##### **Crime Victims**

The Company encourages employees to fulfil their civic responsibilities by testifying as a witness pursuant to a subpoena or summons. Employees may take unpaid time off from work to respond to a subpoena to testify or to participate in the reasonable preparation of a criminal proceeding. An employee is eligible for time off if he or she is:

- the victim of the crime at issue in the proceedings; or
- the spouse, sibling, parent, child, or guardian of the victim if the victim has been killed or incapacitated.

An employee who is the accused or in custody for an offense is not eligible for time off.

The Company will not terminate, intimidate or threaten loss of employment, or otherwise



retaliate against an employee who are crime victims because the employee responds to a subpoena to testify in criminal proceedings or participates in reasonable preparations for these proceedings.

#### **Military Leave**

Consistent with Alabama law, members of the Alabama National Guard, Naval Militia, Alabama State Guard organized in lieu of the National Guard, the National Disaster Medical System, the Civil Air Patrol or the U.S. reserves shall be entitled to a military leave of absence on all days that they are engaged in field or coast defense or other training or service ordered under the National Defense Act or the federal laws governing the U.S. reserves. Upon return to work, an employee will be reinstated to his/her position with equivalent seniority, benefits, pay, and other terms and conditions of employment.

Employees requesting time off must notify their supervisor or manager as soon as possible after learning the intended dates upon which such leave will begin and end. Employees may, but are not required to elect to substitute any accrued paid time off.

#### **Emergency Civil Air Patrol Leave**

Employees who are active members of the Alabama Civil Air Patrol shall be entitled to an time off when they are engaged in field or coast defense or other training and for other service ordered under the National Defense Act, the Public Health Security and Bioterrorism Preparedness and Response Act, or federal laws governing the U.S. reserves.

Employees seeking leave under this policy must provide the Company with as much notice as possible of their need for leave. Employees must notify the Company with any changes in the amount of time needed to train for or respond to emergency missions.

The time off will be unpaid, except where state law dictates otherwise. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws. Accrued PTO may be used for this leave if the employee chooses.

Employees must notify the Company through Human Resources of their intent to return to employment based on requirements of the law. Benefits may continue to accrue during the period of leave in accordance with state and federal law.

The Company will not:

- Discharge or discriminate against eligible employees because they are Civil Air Patrol members, regardless of whether they are authorized to train for or respond to emergency missions;
- Hinder or prevent eligible employees from taking leave to train for or respond to emergency missions conducted by the Alabama Civil Air Patrol; or
- Interfere with eligible employees' lawful use of Civil Air Patrol leave; or

- Discharge, fine, suspend, expel, discipline, or otherwise discriminate against employees for complying with the Civil Air Patrol leave provisions or for opposing practices that violate the provisions.

Additional information regarding civil air patrol leave may be obtained from Human Resources.

#### **Emergency Response Leave**

Employees who serve as a volunteer firefighter or as emergency medical service attendants are entitled to leave in order to respond to an emergency call before they are due to report to work. For the purposes of this policy, "emergency" means going to, attending to, or coming from a fire call, a hazardous or toxic materials spill and clean-up, any situation to which a volunteer fire department is dispatched, or a medical emergency to prevent the imminent loss of life.

Employees should contact his/her supervisor as soon as he/she is aware that he/she will be late to work, or unable to report to work due to the emergency dispatch. Upon request, employees must provide their supervisor with a statement from the appropriate department/organization documenting that the employee was responding to an emergency call.

Such time off will be unpaid for non-exempt employees. Exempt employees will be paid in accordance with federal and state wage and hour laws.

The Company will not discharge employees for taking emergency response leave as permitted.

#### **Voting Leave**

The Company encourages employees to exercise their voting privileges in local, state, and national elections. However, since the polls are open for long periods, employees are encouraged to vote before or after regular working hours. If an employee's work schedule interferes with open polling hours, he/she may be eligible to take up to one (1) hour of unpaid time off from work to vote. To be eligible for voting leave, an employee must be registered to vote and must provide reasonable notice of his/her need for voting leave. Exempt employees may be provided time off with pay when necessary to comply with federal and state wage and hour laws.

The Company will not penalize employees for taking time off to vote. The Company will also not interfere with or influence employees' choice of candidates for whom to vote.

# Exhibit 23: 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.

Nidhal Zeer

Owner | Chief Investment Officer

\_\_\_\_\_  
Printed Name of Verifying Individual

\_\_\_\_\_  
Title of Verifying Individual

Nidhal Zeer  
Signature of Verifying Individual

12/27/22  
Verification Date

**23.1 Steps to be taken in the dispensing process to provide high quality products and/or to ensure the safety, potency, stability, lifespan, and consistency among batches of the same product, whether as required by law or otherwise.**

The Applicant has dispensed over 430 million grams of cannabis over the last decade in thirteen states and has highlighted the steps it takes in the dispensing process to provide high-quality products and/or to ensure the safety, potency, stability, lifespan, and consistency among batches of the same product, whether as required by law or otherwise. MasterControl, a Food and Drug Administration (FDA) approved reverse traceability software, tracks training, stores and manages SOPs, and aids in the tracking of corrective actions per agent. The Applicant will enhance the safety of medical cannabis products throughout Alabama by responsibly operating a sanitary dispensing facility that offers safe and unadulterated medical cannabis. The Applicant will maintain its license status in good standing and properly adhere to rules and regulations regarding the Commission inspections, quality control, quality assurance and license renewal. Also, the Applicant will always maintain the standards and practices set forth in the business plan and operating plan submitted to the Commission at the time of application or as thereafter amended.

**23.1.1 Hazard Analysis of Critical Control Points (HACCP), and Corrective and Preventive Actions (CAPA)**

The Applicant will use the Hazard Analysis of Critical Control Points (HACCP) system to identify specific hazards and measure and control them to ensure the safety of products to be provided to the medical cannabis patients of Alabama. HACCP is a science-based, systematic tool used in various industries to assess hazards and establish control systems that focus on prevention rather than relying exclusively on end-product testing. Through the implementation of CAPA, the Applicant will investigate product and quality problems, and take appropriate and effective corrective and/or preventive action to prevent their recurrence.

### **23.1.2 Duties and Requirements of Dispensaries**

In accordance with **Rule 538-x-8-.02-6.**, to provide high quality products and ensure safety, the Applicant will: a) Sell or dispense only tested medical cannabis, properly packaged, bearing the universal State symbol, and properly labeled for retail sale to a registered qualified patient or registered caregiver; b) Enter all transactions, account for all inventory, monitor patient usage, and log other relevant information as may be necessary or appropriate to the dispensary's business, into the Statewide Seed-to-Sale Tracking System, pursuant to § 20-2A-54, Code of Alabama 1975 (as amended); c) Dispense medical cannabis only under the supervision of a certified dispenser as provided in Rule 583-x-8-.03; d) Dispense only medical cannabis provided through valid contracts with other (non-dispensary) licensees and related products associated with medical cannabis, e.g., inhalers or other administration aids; e) Prohibit medical cannabis use on its premises; f) Restrict access to the premises of dispensing sites to registered qualified patients and registered caregivers, except for other authorized individuals as provided in paragraph 3.j. of Rule 583-x-8-.04; g) Equip dispensing sites with surveillance cameras or other recording devices as provided in a cohesive security plan, maintaining footage captured thereon for a period of no less than sixty (60) days following the date of recording, in accordance with 20-2A-64(d)(2), Code of Alabama 1975 (as amended) and paragraph 3.j. of Rule 583-x-8-.04; h) Dispense medical cannabis to patients and caregivers holding a valid, unexpired and unrevoked medical cannabis card, only in accordance with product and dosing instructions provided by the registered certifying physician and the provisions of 538-x-2-.07 of Chapter 2 of the Commission's Rules.

### **23.1.3 Dispensary Leadership**

All Personnel employed by the Applicant will have appropriate education and/or experience to assume responsibility for positions that would affect compliance with the Act and the Commission's rules. For quality control and quality assurance purposes, the Applicant's **Dispensary Director** will be responsible for ensuring compliance with the Act and the Commission's rules, including ensuring that: 1) Medical cannabis products have been

properly prepared, labeled, controlled, stored, sold, and distributed in accordance with the Act and Rules; 2) All aspects of the dispensing process are documented and that accurate dispensing records for all medical cannabis products dispensed by the Applicant are maintained; 3) Dispensary personnel are capable of and qualified to perform their assigned duties; 4) Ingredients used in medical cannabis products have their expected identity, strength, quality, and purity consistent with the requirements; 5) Medical cannabis products purchased were manufactured with acceptable strength, quality, and purity, were packaged with appropriate packaging and labeling, and were prepared in accordance with good manufacturing practices; 6) Critical processes are recorded and validated to ensure that dispensary procedures will consistently result in a world-class customer experience; 7) The dispensary environment is suitable for its intended purpose; 8) Appropriate stability testing is performed or is determined from literature for establishing reliable expiration dating to ensure that the finished medical cannabis products have their expected strength, quality, and purity, at least until the labeled expiration date; 9) Dispensary conditions and standard operating procedures are in place to minimize the potential for errors; 10) Any confirmed failure of a medical cannabis product to meet the standard of acceptable strength, quality, purity, packaging, and labeling is reported to the Commission within 24 hours of incident confirmation; and 11) Adequate procedures and records exist for investigating and correcting failures or problems in dispensing, quality control, or in the medical cannabis product itself.

The Applicant has hired three proposed **Certified Dispensers**, one at each dispensary, currently licensed Alabama pharmacists, that meet all the requirements of **Rule 583-x-8-.03**. The Certified Dispensers will supervise the dispensing of medical cannabis at its dispensaries. The Applicant will ensure that the Certified Dispensers have undergone training and certification as required by the Commission to oversee the dispensing of medical cannabis to a registered qualified patient or registered caregiver at a dispensing site, pursuant to **Rule 583-x-8-.03-1**. The Applicant will require that a Certified Dispenser must be always on duty while the dispensing site is open for business; the Certified Dispenser

must oversee and sign off on all sales of medical cannabis as the employee ultimately responsible for each transaction, in accordance with **Rule 583-x-8-03-2**.

#### **23.1.4 Employee Training on Quality Assurance and Control**

In accordance with **§20-2A-64(e)(2)**, the Applicant will undergo the Commission-established training program for dispensers that addresses proper dispensing procedures and other topics relating to public health and safety and preventing abuse and diversion of medical cannabis. The Applicant will ensure that the Commission certify trained dispensers and may require, as a qualification to remain certified, periodic training. Experts on cannabis quality will train the Applicant's employees on topics including safe handling, storage, and disposal of products, including use of proper PPE. Other training specific to chemicals will include how to store cleaning solutions and how to sanitize surfaces using chemicals stored in a fireproof locker. To further prevent health hazards, staff will complete training specific to each critical control point identified in the HACCP/CAPA plans. Critical control points are points, steps, or procedures in a process where there is a high probability that improper control could result in an unacceptable health hazard or contribute to the contamination of the final product. Also related to product safety, staff will complete training on quality control operations, which are planned and systematic procedures for taking actions necessary to prevent product from being adulterated.

#### **23.1.5 Employee Sanitation and Safety**

Dispensary agents must conform to sanitary practices while on duty, including the following: 1) Maintaining adequate personal hygiene and adequate personal cleanliness; 2) Refraining from having direct contact with medical cannabis if the person has or may have an illness, open lesion, including boils, sores or infected wounds, or any other abnormal source of microbial contamination, until the condition is corrected; 3) Wearing proper clothing including gloves; and 4) Washing hands thoroughly in an adequate hand-washing area before starting work and at any other time when hands may have become soiled or contaminated. The Applicant will require that all employees immediately notify their supervisor when they experience any of the common symptoms of illness that can be easily

spread. In addition to notifying a supervisor when infected with a contagious illness, an employee must notify their superior regarding anything that could jeopardize the sanitation of the Applicant's operations. Moreover, any employee who, by medical examination or supervisory observation, is shown to have an illness, open lesion (e.g., boils, sores, infected wounds), or any other abnormal source of microbial contamination, will be excluded from any operations that may be expected to result in microbial contamination of medical cannabis products until the condition is corrected.



Sanitizing Agents MSDS, including: (1) SS-7147 (Disinfectant); (2) SS-7143 (All-Purpose Cleaners); (3) SS-19454 (All-Purpose Cleaner Lavender Scent); (4) SS-20692 (Industrial Purple Cleaner and Degreaser); (5) SS-21268 (Dish Soap); (6) MS-19372 (Toilet Bowl Cleaner); and (7) SS-22344 (Foam Glass Cleaner). Hand Soap and Sanitizer MSDS, including (1) SS-20117 (Hand Sanitizers); (2) SS-10497 (Foam Hand Soap); (3) SS-17132 (Tuff Scrub Orange Pumice Hand Cleaner); and (4) SS-18230 (Antibacterial Foaming Soap).

### 23.1.6 Facility Sanitation and Standards

The Applicant's staff will perform regular cleanings to keep the dispensary facilities clean and free of debris to minimize risk of contamination of medical cannabis products. Floors, walls, and ceilings will be of sturdy, easily cleanable material so that they may be kept clean and in good repair. In addition to selecting building materials for internal surfaces that are conducive to sanitation and maintenance, the Applicant will also tightly control other variables within the facility such as the air, lighting, ventilation, temperature, and humidity.



To enforce and maintain sanitary conditions at the facility, the Applicant will ensure that: 1) all work areas are clean, dry, and free of clutter or trash; 2) all trash is placed in proper receptacles, never stored in proximity to cannabis or medical cannabis, and removed immediately from critical areas; 3) all managers schedule and oversee regular facility maintenance and cleaning; 4) cracks, windows, door frames, drain areas, and floor joints are properly sealed to prevent pest movement; 5) weeds or pest habitats or possible habitats are prevented or eradicated from the area surrounding the facility; and 6) staff will maintain waste treatment and disposal systems in good working order so that they do not cause contamination of any areas of the facility.

### **23.1.7 Chemical Handling**

The Applicant will use cleaning solutions, non-toxic chemicals, and other sanitizing agents approved for use around vegetables, fruit, or medicinal plants and will store them in a manner that protects against contamination. The Applicant's Dispensary Director will verify that chemical handling procedures comply with all applicable state and federal regulations. All chemicals will be maintained and stored in such a way as not to contaminate finished products. Chemicals will be stored in locked safety cabinets that solely contain chemicals that are compatible to be stored in the same safety cabinet. The locked safety cabinets will be clearly labeled to prevent cross-contamination or mix-up with other chemicals at the facility. More specifically, the Applicant will use a variety of **Sure-Grip® Safety Cabinets** to store all their chemicals at their facility accordingly. These safety cabinets meet the standards set by OSHA and NFPA 30. They are constructed of sturdy double-wall, 18-gauge steel construction with 1½" of air space and dual flame-arresting vents. Also, the three-point automatic latch with keyed lock prevents unauthorized access. To ensure the quality and safety of chemicals, they will not be stored on the floor, in direct sunlight, or near heat sources. The chemical storage area will be kept clean, cool, dry, well lit, and well ventilated.

### **23.1.8 Standards for Medical Cannabis Products**

In accordance with **Rule 538-x-6-.04-2.**, the Applicant will ensure that all medical cannabis sold at its dispensaries must: a) be shown to meet intended levels of purity; b) be shown to

be reliably free of toxins and contaminants (see Appendix A to Chapter 10 of the Commission’s Rules); c) contain no additives other than pharmaceutical grade excipients; d) not be processed into a form that is attractive to or targets children; and e) as to all gelatinous cube, cuboid, and lozenge medical cannabis products, conform to the universal flavor established by the Commission under **§ 20-2A-63(f)**, Code of Alabama 1975, which is peach. Similarly, the Applicant will ensure that all medical cannabis it offers for sale are medical grade, manufactured using documented good quality practices, and meet Good Manufacturing Practices, such that the product is shown to meet intended levels of purity and be reliably free of toxins and contaminants, pursuant to **§20-2A-63(c)(1)**.

Additionally, the Applicant will verify that all the medical cannabis products it offers for sale at its dispensaries has packaging and labeling that complies with **Rule 538-x-6-.05** and **§20-2A-63(e)**. The Applicant will verify that its medical cannabis product offerings have successfully passed all State Laboratory Testing, as described in **§20-2A-66.** and **Chapter 10** of the Commission’s rules. The Applicant will only sell and dispense medical cannabis at a dispensing site to a registered qualified patient or registered caregiver only after it has been tested and bears the label required for retail sale, in accordance with **§20-2A-64(d)(3)**.

Also, pursuant to **§20-2A-63(d)**, the Applicant will not offer for sale any medical cannabis products that are attractive to or targets children, including all of the following which are prohibited: 1) Any product bearing any resemblance to a cartoon character, fictional character whose target audience is children or youth, or pop culture figure; 2) Any product bearing a reasonable resemblance to a product available for consumption as a commercially available candy; 3) Any product whose design resembles, by any means, another object commonly recognized as appealing to, or intended for use by, children; and 4) 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.

Pursuant to **Rule 538-x-8-.02-5.j.**, the Applicant will not offer for sale items other than medical cannabis obtained through contract with a licensed Processor, Cultivator or Integrated Facility, or approved medical-cannabis related equipment and supplies.

Additionally, the Applicant will not sell any medical cannabis product after its expiration date. The Applicant will only procure products from vendors that perform stability testing at six and 12 months to ensure product potency and purity as well as to support or debunk the expiration date.

### **23.1.9 Incoming Product Inspections**

The Applicant will implement processes developed in other markets to ensure safe medical cannabis products begin at receipt from the vendor. A Certificate of Analysis testing, among other documents, supplied to the vendor from the third-party State Testing Laboratory, must accompany medical cannabis products received by the Applicant. After two of the Applicant's dispensary employees confirm the authenticity of the paperwork, the medical cannabis products will remain stored in separate secure quarantine areas near the receiving area and will remain isolated until the Certified Dispenser releases the product or equipment from quarantine.

Once the incoming inventory has been properly verified, the Certified Dispenser will conduct a thorough visual inspection of all products to ensure that no products are expired, outdated, misbranded, opened, breached, deteriorated, or otherwise damaged, or have been recalled or withdrawn. A visual check will involve using digital microscopy equipment and inspection hand loops to inspect medical cannabis products using predefined criteria. The Applicant will check for tears, contamination, adulteration, improper labeling, and any other deviations from the Commission's quality standards. Any discrepancies will be documented using a pass/fail system for each individual package. Medical cannabis products that fail inspection will be segregated and placed under quarantine within the secured storage area.

Prior to dispensing any medical cannabis products, two Dispensary Agents will independently weigh the inventory and confirm it matches the information in the Statewide Seed-To-Sale Tracking System (METRC) designated by the Commission. The Applicant will always complete this practice before employees dispense medical cannabis products to patients and caregivers. All lots and batches will be traced using the BioTrack in conjunction with METRC so that employees may conduct routine inventory management. A

comprehensive, weekly inventory audit will allow for accurate inventory appraisal along with routine examination of lot expiration dates, and any damage or contamination of products.

#### **23.1.10 Tracking the dispensation of medical cannabis**

In accordance with **§20-2A-64(d)(4)**, the Applicant will enter all transactions, current inventory, and other information into the statewide seed-to-sale tracking system as required in Section 20-2A-54 of the Act.

#### **23.1.11 Storage Plan for Dispensing Sites**

All cannabis dispensary storage procedures will comply with the Commission requirements. The Applicant will store all cannabis and medical cannabis in an enclosed indoor, locked area where access to such area is limited to an owner, principal, employee, or volunteer of the Applicant that possesses an Identification Card when acting in their official capacity. The Applicant will limit access to medical cannabis storage areas to the minimum number of authorized personnel necessary to maintain safe, sanitary, and orderly operations. When it is necessary for visitors to be present in or passthrough medical cannabis storage areas, the Applicant will provide for adequate observation of the area by personnel whom the Applicant specifically authorized by policy or job description to supervise the activity. The Applicant will, in its standard operating procedures, identify the personnel with authorization to access the storage area. The Applicant will securely store medical cannabis products that are ready for sale in a locked area, which may include a locked room, cage, or safe, with adequate security and limited access.

**23.2 A plan for performing, at its own expense after licensure, quality control and testing of a qualified sampling (as defined in Chapter 10 of the Rules) of medical cannabis in its control, regardless of whether said medical cannabis has been packaged, labeled, and sealed**

As described in detail below, the Applicant will perform tests to ensure that all dispensed medical cannabis is reliably high grade and maintains consistency among batches as required by the Act and Chapter 10 of the Commission's rules, pursuant to **Rule 538-x-10-.04-5**.

**23.2.1 Tests to be Conducted at Each Stage**

The Applicant will ensure that a State Testing Laboratory perform tests per batch (scheduled official testing) at least once during each phase of the cannabis production during which testing is required, prior to the cannabis or medical cannabis leaving the cultivation, processing, or dispensing facility, pursuant to **Rule 538-x-10-.04-4**. The Applicant will, at its own expense, perform testing of medical cannabis in its control (regardless of whether the said medical cannabis has been packaged, labeled, and sealed) at the following points during the dispensing process: 1) Upon receipt of medical cannabis products to confirm test results provided by the Cultivator, Processor, or Integrated Facility; 2) Upon receipt of a product complaint; 3) when products are nearing their expiration dates; and 4) when a product shows signs of adulteration or contamination. The testing will be conducted by a State Testing Laboratory for official and unofficial private testing.

In accordance with **Rule 538-x-10-.04-6**, the Applicant will engage a Commission approved State Testing Laboratory to perform tests pursuant to the protocols and corresponding tolerance limits in accordance with the current minimum standards established by the Commission, which shall be available on the Commission's website. The tests that the Applicant will have a State Testing Laboratory perform during each of the points of the dispensing process mentioned above include: a) Cannabinoid content and potency; b) Terpene profiles; c) Heavy metals; d) Chemical contamination; e) Microbials; f) Mycotoxins; g) Residual pesticides; h) Residual solvents; and i) any other testing protocols as may be

required by the current minimum standards established by the Commission, which shall be made available on the Commission’s website (see Appendix A to Chapter 10 of the Commission’s rules). Additionally, in accordance with **Rule 538-x-10-04-9**. The Applicant will have the State Testing Laboratory perform other tests necessary to determine the medical cannabis product’s compliance with good manufacturing practices, including but not limited to the following: a) Tests demonstrating that medical cannabis is medical grade; b) Tests demonstrating that medical cannabis contains no active ingredients other than cannabis provided by a licensee under the Act and this Chapter; c) Tests demonstrating that any excipients are pharmaceutical grade within safe and effective levels, in accordance with the formulae provided by a Processor or Integrated Facility; and d) Any other tests as may be reasonable, necessary, and appropriate to demonstrate good manufacturing processes.

The Applicant will also have a State Testing Laboratory test retention sample for stability testing at 6 months and 12 months after the initial receipt of the medical cannabis product. Additional testing will be performed should a quality check give reason to scrutinize a batch further.

### **23.2.2 Requirements for State Testing Laboratory**

The Applicant will only use a Commission approved State Testing Laboratory that meets all of the requirements of **Rule 538-x-10-04**, including but not limited to State Testing Laboratories that: 1) have met and maintained the requirements for a State Testing Laboratory in international standard ISO/IEC 17025 published by the International Organization for Standardization, pursuant to **Rule 538-x-10-05-1**.; 2) is accredited by an impartial organization that operates in conformance with standard ISO/IEC 17011 of the International Organization for Standardization and is a signatory to the Mutual Recognition Arrangement of the International Laboratory Accreditation Cooperation, in accordance with **Rule 538-x-10-07-1**.; and 3) have undergone and passed Proficiency Testing as required by the Commission, in accordance with **Rule 538-x-10-06**.

### 23.2.3 Sample Collection and Chain of Custody

First, the Applicant acknowledges that the State Testing Laboratory which will perform the tests must collect the samples from the Applicant's facilities, in accordance with **Rule 538-x-10-03-3.a.(1)**. The Applicant will request that three samples are collected at the same time by a State Testing Laboratory using tamper-resistant containers for retesting purposes. One of the samples must be taken by the State Testing Laboratory for testing and the Applicant will place the other two samples in a secure quarantine storage area at its facility for further retesting by a secondary State Testing Laboratory, pursuant to **Rule 538-x-10-08-6**. The Applicant will ensure that, at the time of collection, the State Testing Laboratory will obtain a sample large enough to undergo two tests. The State Testing Laboratory shall keep any sample which fails testing for 30 days (or longer, at the request of the Commission) pending a request by the licensee to (A) seek retesting, (B) challenge the result, or (C) accept the result and seek remediation of the failed sample and/or the batch from which it was derived. A sample kept by the State Testing Laboratory pursuant to this subsection must be stored in a cool, dry area to prevent or minimize deterioration, and the sample shall be made available to the licensee upon request for further testing in furtherance of any challenge or attempt to remediate. A cannabis testing facility shall dispose of a sample kept pursuant to this subsection after 30 days have elapsed after failure of testing, barring a contrary request by the Commission, in accordance with **Rule 538-x-10-08-4**.

Pursuant to **Rule 538-x-10-04-12.**, a sample of cannabis for testing must be at least ten (10) grams and no more than thirty (30) grams; a sample of a production run of medical cannabis must be the lesser of one percent (1%) of the total product weight of the production run or ten (10) units of product. All samples must be homogenized before testing. A sample taken for testing by an approved State Testing Laboratory will accurately represent the batch of cannabis and medical cannabis being tested. In compliance with **Rule 538-x-10-03-3.a.(2)**, if the Applicant has segregated the lot or batch of cannabis or medical cannabis into batches smaller than the entire lot or production run, the State Testing Laboratory must sample and test each batch from the lot.

From the time that a lot or production run has been collected for sample testing and eventual sale to a patient or caregiver, the Applicant will segregate and withhold from use the entire lot or production run, except the samples that have been removed by the State Testing Laboratory for testing, pursuant to **Rule 538-x-10-03-3.a.(3)**. Also, during segregation, the Applicant's facility which provided the sample will maintain the lot or production run in a secure, cool, and dry location so as to prevent the cannabis or medical cannabis from becoming contaminated or losing its efficacy, pursuant to **Rule 538-x-10-03-3.a.(4)**.

#### **23.2.4 Retention Sampling and Stability Testing**

The Applicant will retain samples of medical cannabis in order to perform stability testing as well as provide support for product potency, purity, and shelf life. At 6 months and 12 months after the release of the batch or lot, the Applicant will provide the State Testing Laboratory with a portion of the retention sample for stability testing. Testing of retention samples will be conducted to: 1) ensure product potency and purity; and 2) Support or debunk the listed expiration date of the batch or lot. If the stability testing debunks the listed expiration date of the batch or lot, the Applicant will notify the licensee that manufactured the product so that they can amend their standard operating procedure on choosing an expiration date for a batch or lot and base its amended standard operating procedure on the results of stability testing.

#### **23.2.5 Tracking and Recordkeeping of Tests**

The Applicant will ensure that the State Testing Laboratory, will at a minimum, monitor, track, and enter the information outlined in **Rule 538-x-10-04-14**. into the Statewide Seed-to-Sale Tracking System as to each sample to be tested, including: a) The identity of the licensee for whom testing is to be performed; b) Where and how the sample was obtained; c) The size, count or weight, as available, of the sample obtained; d) The date and time the sample was obtained; e) The identity of the transporter, including any Secure Transporter, if any, including the identity of the personnel and vehicle involved in the transport; f) The date and time of the sample's arrival at the State Testing Laboratory; g) The tag, lot, or batch number (and any other information contained on the digital or QR code) applicable to the



cannabis or medical cannabis, as available, from which each sample was obtained; h) The conditions of storage upon arrival at the State Testing Laboratory; i) The date and time testing commenced; j) The types of tests undertaken by the State Testing Laboratory and the amount of the sample used for each test; k) The date and time testing concluded; l) The results of testing; m) Any steps to be taken as a result of such testing; n) Any steps to be taken to dispose of or return any unused sample material; and o) If returned, the date and time of the sample material's departure from the laboratory.

### 23.2.6 Test Results

The Applicant will ensure that the State Testing Laboratory will provide the final certificate of analysis containing the results of testing pursuant to Chapter 10 of the Commission's rules to the Applicant within two (2) business days after obtaining the results, in compliance with **Rule 538-x-10-.08-1**. If a sample from a batch in the production of medical cannabis fails an official test conducted by a State Testing Laboratory, the entire batch from which the sample was taken automatically fails the official testing, in accordance with **Rule 538-x-10-.08-3**.

The Applicant acknowledges that, in accordance with **Rule 538-x-10-.08-5**., within seven (7) days following a failed test, the Applicant must take at least one of the following actions in conjunction with the vendor who provided the products:

- a. **Accept.** Accept the results of the test and destroy the batch.
- b. **Retest.** Request in writing (with copy to the Commission provided electronically through the Statewide Seed-to-Sale Tracking System) that the State Testing Laboratory retest the sample as to the portion of the test that failed; if the second test of the same sample passes, the sample (if available, otherwise a parallel sample taken by the Applicant under **Rule 538-x-10-.08-6**.) shall be sent to another State Testing Laboratory, if available, as chosen by the Commission, to provide a tiebreak test (the Commission's function shall not be to gatekeep such a request, but merely to assign the State Testing Laboratory that will administer the subsequent retest). The results of the tiebreak test are final.

- c. **Challenge.** Following a test or failed retest by the State Testing Laboratory, the Applicant may challenge the results by a request in writing (with copy to the Commission provided electronically through the Statewide Seed-to-Sale Tracking System) that two additional State Testing Laboratories be chosen by the Commission, if available; the two additional State Testing Laboratories shall provide full testing of the parallel samples taken by the licensee under **Rule 538-x-10-08-6.** (the Commission shall not be to gatekeep such a request, but merely to assign the State Testing Laboratory that will administer the subsequent retest). If both challenge tests are deemed valid and demonstrate that the batch passed, the challenge is successful and the batch is cleared for use; otherwise, the challenge is unsuccessful, and the batch must be destroyed. The Applicant acknowledges that the Commission shall be the final arbiter of any challenge under this rule.
- d. **Remediate.** Attempt to remediate the batch and request in writing (with copy to the Commission provided electronically through the Statewide Seed-to-Sale Tracking System) that the State Testing Laboratory obtain new samples and retest the remediated batch. Batch Remediation affects a reset of the testing process: testing prior to remediation is not considered, but only the testing of the new, remediated batch.

The Applicant acknowledges that it may not challenge or request a retest by a State Testing Laboratory unless, at the time samples are initially taken for testing, the Applicant ensures that three samples are collected at the same time by a State Testing Laboratory using tamper-resistant containers. One of the samples must be taken by the State Testing Laboratory for testing and the Applicant will place the other two samples in a secure quarantine storage area at its facility for further retesting by a secondary State Testing Laboratory. If at any time, further testing cannot be performed due to (A) the lack of available State Testing Laboratories to conduct further or additional tests, or (B) the lack of viable samples from which to perform retesting, tiebreak testing, or challenge testing, the Applicant will have no choice but to accept the result of the failed test and destroy or attempt remediation of the batch, pursuant to **Rule 538-x-10-08-6.**

The Applicant acknowledges that it may request a retest as often as it likes but will not challenge the results of the test conducted by the State Testing Laboratory more than three (3) times during a one-year period; however, a successful challenge leading to a reversal of the original failed test shall not count toward the three (3) times, in compliance with **Rule 538-x-10-.08-7**. The Applicant acknowledges that a licensee requesting a retest shall be responsible for all costs involved in a retest performed, pursuant to **Rule 538-x-10-.08-8**.

Barring contrary results based on a retest or challenge, if, upon retesting, a sample provided to a State Testing Laboratory sample fails the same official test, the Applicant will destroy and dispose of the entire batch from which the sample was taken and document the destruction and disposal of the batch to the Statewide Seed-to-Sale Tracking System. A batch so destroyed and disposed of must not be recognizable as cannabis or medical cannabis, nor shall it be usable for any legal or illegal purpose, in accordance with **Rule 538-x-10-.08-9**.

In conjunction with the vendor by which the Applicant procured products from, if a sample provided to a State Testing Laboratory pursuant to this section passes the same official test upon retesting and tiebreak testing by a separate State Testing Laboratory, the Applicant need not destroy the entire batch; instead, the State Testing Laboratory shall clear the batch, as appropriate, by means of certificate provided to the Applicant and a notation on the Statewide Seed-to-Sale Tracking System, pursuant to **Rule 538-x-10-.08-10**.

**23.3 A plan for return and remediation or destruction of any failed test samples, including entry of the event on the Statewide Seed-to-Sale Tracking System.**

Below, the Applicant outlines its plan for the return and remediation or destruction of failed test samples, including entry of the event on the Statewide Seed-to-Sale Tracking System.

**23.3.1 Return of Failed Test Samples**

If the Applicant is notified that a sample failed an official test and the retest, the Applicant will request for the State Testing Laboratory to return the failed sample to the Vendor's facility so that the Vendor can attempt to remediate the failed sample and/or batch from

which it was derived. To assist in accomplishing this, the Applicant will inform the State Testing Laboratory of the days and times that the Vendor will accept failed test sample returns at its facility, if applicable. The Applicant will require the State Testing Laboratory to record the date and time of the failed test samples departure from the laboratory into the Statewide Seed-to-Sale Tracking System. The Applicant will also log the returned samples, including a description of the condition and weight, into BioTrack and the Statewide Seed-To-Sale Tracking System (METRC). Batches intended to be returned will be segregated and stored in a clearly marked area of the secured quarantine storage area.

### **23.3.2 Remediation of Failed Test Samples**

In accordance with **Rule 538-x-10-08-2.a.**, the Applicant acknowledges that a batch that fails an official test may be remediated and retested upon the request of the Applicant. Initial retesting shall occur using the same sample at the same State Testing Laboratory; however, at the discretion of the licensee, subsequent retesting may occur at a different State Testing Laboratory, if available.

Any medical cannabis that has failed an official test and retest by a State Testing Laboratory will be subjected to further processing to remove dangerous substances or other contaminants or otherwise bring the medical cannabis within appropriate testing ranges. The Applicant will contract with a Processor or Integrated Facility to perform remediation at their facility and such remediation processes may include those that change the form or chemical makeup of the regulated medical cannabis (i.e., formal remediation), or not (i.e., decontamination), pursuant to **Rule 538-x-1-04-49**.

Using private unofficial testing by a State Testing Laboratory, the Applicant will perform tests and have the Processor or Integrated Facility implement processes to bring non-compliant medical cannabis within proper testing parameters prior to official testing by a State Testing Laboratory. The Applicant acknowledges that private testing may only occur pursuant to an advance request for a private test by the Applicant (made at or before the time of collection of the batch or lot for testing). Unlike an official test, the results of such private testing shall not fulfill the requirement of testing under the Act and Rules, and the

State Testing Laboratory shall not report the results to the Commission unless a licensee requests that it do so, pursuant to **Rule 538-x-10-.03-3.d.**

The Applicant also acknowledges that batch remediation affects a reset of the testing process: testing prior to remediation is not considered, but only the testing of the new, remediated batch, in accordance with **Rule 538-x-10-.08-5.d.** Thus, the Applicant will ensure that all sampling and testing of the remediated batch (including retesting and the challenging of test results) is done in compliance with the Commission's regulations and follow the procedures outlined in above in *Section 23.2.*

### **23.3.3 Destruction of Failed Test Samples and the Batch From Which it was Derived From**

The Applicant has developed a comprehensive system for collecting, destroying, and disposing of any failed test samples and the batch from which it was derived from. All medical cannabis waste (including failed test samples) generated at the facility will be rendered unusable and unrecognizable through shredding and mixing using sophisticated machinery, which will render medical cannabis waste and failed test samples completely unrecoverable.

The Applicant will only render medical cannabis waste and failed test samples unusable within the secured waste storage area under surveillance and ensure the requisite number of employees are present to conduct this task without compromising security. The Applicant's Chief Compliance Officer will oversee the destruction of all failed test samples and the batch from which it was derived from. When the destruction of medical cannabis waste is required, the Chief Compliance Officer will undertake, or oversee employees who undertake, the following shredding and mixing process.

First, the employee, or several employees depending on the quantity of waste that is being rendered unusable and unrecognizable, will wear protective gloves, and move medical cannabis waste stored in the locked quarantine bins to the waste storage area. The waste storage area will be an enclosed, secure area separate from all other rooms where the

Applicant's employees will destroy and mix medical cannabis waste under recorded security video surveillance. Once in the waste storage area, the employees will wear safety goggles and face masks in addition to the gloves and remove contaminated product from all packaging. As employees separate the packaging from the medical cannabis waste, they will put the waste through a commercial shredder and dispose of packaging in the appropriate waste receptacle— the Applicant intends on recycling packaging waste whenever possible.

The employees will then mix the resulting shredded medical cannabis waste with other waste materials using the Environmental 3-SHRED monster industrial shredder and waste grinder, so the resulting waste mixture is at least



50% non-cannabis waste by volume. The Applicant will use the JWC Environmental 3-SHRED monster industrial shredder and waste grinder to render cannabis waste unusable by mixing the cannabis waste with 50% or greater of soil or other municipal waste. The monster industrial grinders have two rows of sharp, steel cutters that rotate slowly and with incredibly high torque to turn large troublesome solids into small pieces—powered by quiet, electric motors, transmitting zero gas, and exhaust fumes. The 3-SHRED series is available with hoppers and stands, can shred wet and dry material, and meets all of Alabama's regulatory requirements for cannabis and medical cannabis waste disposal.

Medical cannabis waste and failed test samples rendered unusable will be promptly disposed of by having it picked up by a Commission and locally approved waste management company that will transport all medical waste to a permitted waste facility for final disposal. The Applicant will enter the destruction and disposal records into the METRC, as described below.

#### **23.3.4 Entry into the Statewide Seed-To-Sale Tracking System**

All waste medical cannabis and failed test samples will be weighed, recorded, and entered into BioTrack and METRC prior to destruction and disposal. The Applicant will require

agents to document the following into the METRC: 1) The batch number, product name, and quantity of medical cannabis waste; 2) A description of the medical cannabis waste; 3) Reason for disposing the medical cannabis waste; 4) Details of the method of destruction; 5) Date and time of the destruction; 5) Location at which the medical cannabis will be destroyed; 6) If a recalled product, the date of the original sale and the name of the licensee to which the product was sold; 7) Name and quantity of the non-cannabis compostable waste used for mixing (or non-compostable waste, if applicable); 8) Names and ID numbers of the agents conducting the destruction and disposal activities; 9) Name and ID number of the manager overseeing the destruction and disposal activities; and 10) Name and address of the local health department-approved waste hauler, municipal waste landfill, or resource recovery facility which will accept the waste for disposal.

### **Conclusion**

As shown above, the Applicant addressed all items of Exhibit 23 and far exceeds the minimum required criteria of the Commission. The Applicant prepared this plan with a meticulous attention to details to ensure all its medical cannabis products offered for sale at its dispensaries are high quality products. The plan ensures the safety, potency, stability, lifespan, and consistency among batches of the same product, whether as required by law or otherwise. The Applicant's plan for performing quality control and testing of qualified sampling of medical cannabis in its control will allow for the Applicant to provide the patients of Alabama with the safest and highest-quality products on the market. Finally, the narrative ends with the Applicant's plan for the return and remediation or destruction of failed test samples in compliance with the Act and the Commission's rules. The above plan demonstrates the Applicant's ability to ensure the safety, potency, stability, lifespan, and consistency among batches of medical cannabis that it plans to dispense.

# Exhibit 24 – 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.

Nidhal Zeer

Owner | Chief Investment Officer

\_\_\_\_\_  
Printed Name of Verifying Individual

\_\_\_\_\_  
Title of Verifying Individual

Nidhal Zeer  
Signature of Verifying Individual

12/27/22  
Verification Date



**Introduction**

The Applicant's *Contamination and Recall Plan* outlines the steps that will be followed if one or more of its products offered for sale at its dispensing sites, including any lots or batches thereof, is determined to require a recall. The plan accounts for the safety of employees and others on the premises, notification of proper authorities, proper disposal of contaminated or recalled medical cannabis, steps to be taken for the preservation of medical cannabis, and the reasonable efforts to maintain access to medical cannabis by those who depend on it.

**24.1 Provisions for notifying the Originating Processor or Integrated Facility and any other licensee in the chain of custody of an adverse event:**

The Applicant acknowledges that an “adverse event” means any health-related event in a person, which is associated with the use of a medical cannabis product, that is undesirable and is unexpected or unusual. The Applicant will promptly collect the data necessary to investigate the adverse event, utilizing MasterControl, a Food and Drug Administration (FDA) approved reverse traceability software that aids in the tracking of corrective actions, including but not limited to: 1) Noting the patient who is reported to have experienced the adverse event; 2) Noting the initial reporter of the adverse event, or identifying that the initial reporter requests to remain anonymous; 3) Noting the name and address of the dispensary that sold the product and the date of sale; 4) Noting the identity of the specific medical cannabis product used, if known, including batch or lot number, and the name of the licensee that sold the product to the identifiable consumer; and 5) A description of the adverse event based on information received from the patient in (1), above, and the initial reporter in (2), above. The Applicant's Chief Compliance Officer will review and approve the findings as to whether the complaint qualifies as an adverse event. If an adverse event is determined, then the next step is to notify the originating Processor or Integrated Facility and any other licensees in the chain of custody of an adverse event.

Within 24 hours of becoming aware of the adverse event, the Applicant will notify and report the adverse event issue, including all information and data collected, to: 1) the

Commission; 2) the originating Processor or Integrated Facility; 3) all licensees who participated in the supply chain of the product involved in the adverse event or the products batch or lot; and 4) the local health department, if applicable. As an extra layer of assurance, the Applicant's internal communications architecture, internet website, and telephone system will be equipped to relay adverse event notifications from external sources and internal sources directly to the Quality Assurance Department in real time. The Applicant will keep a written record for at least five years of the complaint or adverse event and its investigation.

#### **24.2 Factors about an adverse event that would likely necessitate a recall, and any potential for retesting or remediation:**

The Applicant will conduct a recall where: 1) it discovers or receives written notice from the Commission that a recall is required; 2) arrives at an inconclusive or confirmatory determination of any adverse event or other complaint it receives; or 3) otherwise learns or has reasonable suspicion that any of its medical cannabis products: a) may be unsafe for human consumption, b) fails to meet the potency requirements, c) contains inaccurate THC or CBD labeling concentrations, or d) fails any official tests and retests. If an initial assessment indicates a recall is necessary, the Applicant will initiate a recall. However, the Applicant will first determine if the product associated with the adverse event has the potential for retesting or remediation.

##### **24.2.1 Potential for retesting and remediation**

The Applicant will request a retest of any medical cannabis product related to the adverse event that has been found to not be within proper testing parameters, in accordance with the procedures of **Rule 538-x-10-.08-5.b**. If the Applicant has reason to believe a challenge of the test results is necessary, the Applicant will challenge the test results pursuant to the procedures outlined in **Rule 538-x-10-.08-5.c**. In accordance with **Rule 538-x-10-.08-2.a.**, the Applicant acknowledges that a batch that fails an official test may be remediated and retested upon the request of the Applicant. Any cannabis or medical cannabis that has failed an official test and retest by a State Testing Laboratory will be subjected to bringing

the medical cannabis within appropriate testing ranges. The Applicant will contract with a Processor or Integrated Facility to perform remediation at their facility and such remediation processes may include those that change the form or chemical makeup of the regulated medical cannabis (i.e., formal remediation), or not (i.e., decontamination), pursuant to **Rule 538-x-1-.04-49**.

Using private unofficial testing by a State Testing Laboratory, the Applicant will perform tests and have the Processor or Integrated Facility implement processes to bring non-compliant medical cannabis within proper testing parameters prior to official testing by a State Testing Laboratory. The Applicant acknowledges that batch remediation affects a reset of the testing process: testing prior to remediation is not considered, but only the testing of the new, remediated batch, in accordance with **Rule 538-x-10-.08-5.d**. Thus, the Applicant will ensure that all sampling and testing of the remediated batch (including retesting and the challenging of test results) is done in compliance with the Act and the Commission's Rules. Barring contrary results based on a retest or challenge, if, upon retesting, a sample provided to a State Testing Laboratory sample fails the same official test, the Applicant will initiate a recall and destroy and dispose of the entire batch from which the sample was taken and document the destruction and disposal of the batch to the Statewide Seed-to-Sale Tracking System (METRC), in accordance with **Rule 538-x-10-.08-9**. If a sample provided to a State Testing Laboratory pursuant to this section passes the same official test upon retesting and tiebreak testing by a separate State Testing Laboratory, the Applicant need not destroy the entire batch; instead, the State Testing Laboratory shall clear the batch for further sale, as appropriate, by means of certificate provided to the Applicant and a notation in METRC, pursuant to **Rule 538-x-10-.08-10**.

### **24.3 Responsible individuals or positions within the Applicant's organization who will oversee the recall process:**

The **Chief Compliance Officer** will serve as the **Recall Coordinator**, who will oversee the investigation of the product complaint and identifying related batches that the complaint relates to. Once the recall is initiated, the Recall Coordinator will notify and assemble a cross-functional recall team, including the Recall Coordinator, **Certified Dispensers**, and

**Inventory Manager.** The recall team is responsible for developing, implementing, and reevaluating recall processes and training, and conducting careful physical and digital documentation of all recall activity and communications.

#### **24.4 Notification protocols to other licensees and the Commission through the Statewide Seed-to-Sale Tracking System;**

Within 24 hours of initiating a recall, the Applicant will notify the Commission and other licensees while updating BioTrack and METRC. The recall notice issued by the Applicant will include at least the following information: 1) The reason for recall and related hazards, if any. If the medical cannabis is being removed for quality rather than health reasons, the notice may state that the medical cannabis does not meet internal company specifications and is being removed from distribution; 2) The category of medical cannabis product (e.g. oral tablets, gels, tinctures, transdermal patches, etc.); 3) Licensees that received the medical cannabis products; 4) The license number(s) and name(s), including trade name(s), of the licensee that cultivated or manufactured the product(s) subject to the recall; 5) Product description(s) for medical cannabis subject to the recall; 6) Batch or lot number(s) for the medical cannabis subject to the recall; 7) Expiration date(s) for the medical cannabis subject to the recall, if applicable; 8) Ship or transfer date(s) for the medical cannabis subject to the recall; and 9) Instructions regarding the disposition of the medical cannabis subject to the recall.

#### **24.5 Processes to ensure that the recalled product is returned, remediated (and approved as safe), or destroyed;**

##### **24.5.1 Ensuring Recalled Product is Returned**

The Applicant will ensure that all recalled products are collected and returned from other licensees, patients, or caregivers who may have acquired the product. The successful return of all recalled product will be accomplished by 1) Publicly communicating the recall and return instructions to all affected parties; 2) Accepting returned products at the Applicant's facilities during scheduled times; and 3) Tracking all recalled medical cannabis products through BioTrack and METRC. The Applicant will publicly communicate the recall by: 1)

Contacting all patients or caregivers who have, or could have, obtained the medical cannabis products under recall, which communication must include information on the procedure for return of the recalled product and an offer to pay reimbursement for the recalled product; 2) Contacting all licensees that receive medical cannabis from or provide medical cannabis to the Applicant; 3) Providing instructions for the return or destruction of any recalled medical cannabis item by patients, caregivers, or licensees; 4) Providing procedures for the issuance of refunds in conjunction with a recall; and 5) Conducting communication and outreach via traditional and social media, as necessary and appropriate. If a recall press release is necessary, it will be issued promptly following notice to the Commission.

The Applicant will offer the ability to return recalled products for purposes of dispossession and compliant destruction. The recall team will establish certain days and times to accept product returns from patients and caregivers at the Applicant's dispensaries. The recall team will evaluate the amount of product returned to determine if follow-up public notifications should be sent. Such returned products will be logged, including a description of the condition and weight, into BioTrack and METRC.

In conjunction with the vendor in which the Applicant procured the products, in compliance with **§20-2A-60(a)(6)**, the Applicant will use MasterControl and BioTrack interfaced with METRC to perform complete batch recall tracking that clearly identifies all of the following details relating to the specific batch subject to the recall: a) Sold product; b) Product inventory that is finished and available for sale; c) Product that is in the process of transfer; d) Product being processed into another form; e) Postharvest raw product, such as product that is in the drying, trimming, or curing process; f) All recorded characteristics of the affected batch, including the harvest date, total amount of cannabis harvested, all pesticides, nutrients, fertilizers and other active ingredients used during the cultivation; and g) The final destination of all affected products. The information above will allow the Applicant to determine the location of all recalled product and to track whether 100% of the recalled product has been returned.

### 24.5.2 Remediating Recalled Products

Upon approval from the Commission, the Applicant will have a Processor or Integrated Facility attempt to remediate the recalled products and the Applicant will request in writing that a State Testing Laboratory retest the remediated batch, pursuant to **Rule 538-x-10-.08-5.d**. If the remediation plan is not approved by the Commission, the Applicant will then destroy the recalled product and failed test samples as described in *Section 24.5.3*. Depending on the nature of the recalled product, the Applicant will have a Processor or Integrated Facility use formal remediation or decontamination to bring the non-compliant recalled medical cannabis within proper testing parameters.

The Applicant will ensure that all sampling and testing of the remediated batch (including retesting and the challenging of test results) is done in compliance with the Act and Chapter 10 of the Commission's rules. Barring contrary results based on a retest or challenge, if, upon retesting, a sample from the remediated batch provided to a State Testing Laboratory fails the same official test, the Applicant will destroy and dispose of the entire batch from which the sample was taken and document the destruction and disposal of the batch to METRC, in accordance with **Rule 538-x-10-.08-9**. If a sample from the remediated batch provided to a State Testing Laboratory pursuant to this section passes the official tests and is approved as sage, the Applicant need not destroy the entire batch; instead, the State Testing Laboratory shall clear the batch for further processing, packaging, labeling or sale, as appropriate, by means of certificate provided to the Applicant and a notation on METRC, pursuant to **Rule 538-x-10-.08-10**.

### 24.5.3 Destroying Recalled Products

All recalled product waste will be rendered unusable and unrecognizable through shredding and mixing using sophisticated machinery, which will destroy any medical cannabis in such a way as to render the material unusable and unrecognizable, in accordance with **Rule 80-14-1-.11**. The Applicant's Recall Coordinator will oversee the destruction of all recalled medical cannabis products. The Applicant will use the JWC Environmental 3-SHRED monster industrial shredder and waste grinder to render

cannabis waste unusable by mixing the cannabis waste with 50% or greater of soil or other municipal waste. The destruction and disposal records are then entered into BioTrack and METRC, in accordance with **Rule 80-14-1-.11**.

**24.6 Processes to report to the Commission and any other appropriate regulatory body regarding crisis response and steps taken to mitigate or avoid danger to the public.**

In conjunction with the vendor in which the Applicant procured recalled products, the Applicant will provide a recall report that includes a description of the recalled medical cannabis, crisis response, and steps taken to mitigate or avoid danger to the public to the following parties: 1) The Commission; 2) Department of Agriculture; 3) Local and state health departments; 4) Local and state police departments; and 5) Other regulatory bodies, as needed. More Specifically, the recall report will include the items outlined above in *Section 24.4*, plus the following information pertaining to crisis response and steps taken to avoid danger to the public: 1) Number of receiving licensees notified of the recall, the date and method of notification; 2) Number of receiving licensees who responded to the recall notice and both the quantity of affected medical cannabis in the possession of the licensee at the time of response, and quantity of affected medical cannabis returned; 3) Estimated time frame for completion of the recall; 4) Any notifications or statements surrounding the recall; 5) Any communications with the Commission, testing laboratories, or other licensees; 6) Any remedial measures the Applicant may deem are necessary to prevent future recalls; 7) Records of returned recalled medical cannabis; and 8) Detailed description of the steps taken in response to the recall, including: a) Assembling a recall team, b) Publicly communicating a recall, c) Identification of affected cannabis and medical cannabis products, d) Procedure for accepting returned recalled products, e) Quarantining recalled products, f) Remediation (if applicable), g) Destruction and disposal of recalled products, h) Avoiding further contamination, i) Protecting uncontaminated medical cannabis products, j) Ensuring access to products by patients, k) Investigation of factors that led to recall, and l) Adjustments to internal protocols to avoid recurrence. To ensure accurate and timely communication, the Applicant will send the report to the Commission

and other regulatory bodies via e-mail and certified mail. The Applicant will also verify the receipt of such material via phone call and follow-up emails.

**24.7 Steps to be taken to avoid further contamination, to preserve and protect uncontaminated cannabis or medical cannabis products, and to ensure access to said products by those who depend on it.**

To avoid the further contamination as well as to preserve and protect uncontaminated cannabis or medical cannabis products, the Applicant will: 1) Identify all affected cannabis and medical cannabis products; 2) Quarantine all affected products; and 3) Monitor inventory to ensure no products are spoiled or expired. All the Applicant's medical cannabis products will have unique barcodes that allow any item to be immediately traced back to the integrated, cultivation, and/or processing facility, associated with specific batches and production lots for efficient recall investigation.

The Applicant will collect, store, and quarantine the recalled products and related batches in a separate secured storage area to protect usable medical cannabis products from contamination. All recalled products will bear a "QUARANTINE FOR RECALL. TO BE DESTROYED OR RETURNED TO VENDOR" label, and will be kept in locked, odor-limiting quarantine bins housed in the secured storage area, isolated from the remaining inventory. To further protect and preserve uncontaminated cannabis and medical cannabis, the Applicant will monitor its inventory to ensure that no products are spoiled or expired. To avoid a situation where a product becomes outdated while in possession, the Applicant will employ the First In, First Out (FIFO) method of inventory management, meaning product already on hand will be sold before more recently produced product (of the same type).

**24.7.1 Ensuring Access to Said Product by Those Who Depend On It**

To ensure access to recalled products by those who depend on it, the Applicant will search its inventory for uncontaminated products of the same type that was recalled and have a Secured Transporter transport the uncontaminated products to the Applicant's dispensaries and other licensees' dispensaries to ensure patients have access to the uncontaminated products. In the case that the Applicant does not possess uncontaminated



medical cannabis products of the same type of the recalled product, the Applicant will purchase the product (or a similar one of the same contents and therapeutic use) from other licensees and sell them at the Applicant's dispensaries to ensure access of products for patients. The Applicant will collaborate with other licensees to ensure that the said product is available for patients at their dispensary. The Applicant will also immediately request Cultivators, Processors, or Integrated Facility to begin producing the same type of medical cannabis product that was recalled ensuring an uninterrupted supply of the product. Additionally, the Applicant will identify and contact all patients and caregivers who regularly purchase or depend on the recalled products. The Applicant will inform the patients and caregivers of the following: 1) When to expect the product to be available in the Applicant's dispensaries; 2) Where to find the product at other dispensaries in the meantime; and 3) The option for travel expense reimbursements for patients or caregivers who may need to travel to another dispensary for the product.

**24.8 Investigation and analysis of the factors that led to the unsafe condition requiring the recall, and any adjustments to internal protocols and processes to avoid recurrence.**

At the conclusion of the recall, the recall team will engage in a root cause analysis to investigate and analyze the factors that led to the unsafe conditions requiring the recall. The recall team will conduct a thorough post-recall investigation, highlighting areas for procedural improvement and re-evaluating licensee selection criteria to understand the cause of recall, all managed through MasterControl. Based on the results of the root cause analysis, the Applicant will adjust internal protocols and processes to avoid recurrence. If any deviations from SOPs are discovered that may have caused the recall, the recall team will meet with employees involved and pursue corrective action. Should the recall team discover that a documented procedure is the cause of the recall, they will meet to redesign the procedure, prioritizing product integrity. If the recall team has reason to believe that the supplier's facility, employees, or procedures are the cause of the recall, the Applicant will refine its vendor selection procedure. Suppliers will be required to provide copies of certificates of analysis for every product prior to shipment, so the Chief Compliance Officer

can thoroughly review test results to ensure they meet the Applicant's standards for quality. The Applicant's employees will conduct a thorough visual inspection of all products coming into the facility to ensure that no products are expired, outdated, misbranded, opened, breached, deteriorated, or otherwise damaged, or have been recalled or withdrawn. Cannabis products that fail inspection will be segregated and placed under quarantine within the secured storage area. Additionally, a written evaluation on all complaints will be completed at least once per year. Adverse trends in the frequency of product complaints will be evaluated for potential corrective or preventive action. Mock recalls will be scheduled bi-annually inclusive of all agents and spearheaded by the Certified Dispenser.

### **Conclusion**

The narrative above describes the steps the Applicant will take if one or more of its products offered for sale at its dispensing sites, including any lots or batches thereof, is discovered to require a recall. The Applicant's *Contamination and Recall Plan* accounts for the safety of employees and others on the premises, notification of proper authorities, proper disposal of contaminated medical cannabis, steps to be taken for the preservation of medical cannabis, and the reasonable efforts to maintain access to medical cannabis by those who depend on it. With a meticulous attention to detail, the Applicant addressed all items of Exhibit 24 and far exceeds the minimum required criteria to conduct an effective, thorough, and compliant recall, and thereby, protect the safety of medical cannabis patients in Alabama.

# Exhibit 25 – 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.

Nidhal Zeer

\_\_\_\_\_  
Printed Name of Verifying Individual

  
\_\_\_\_\_  
Signature of Verifying Individual

Owner | Chief Investment Officer

\_\_\_\_\_  
Title of Verifying Individual

03/01/2023

\_\_\_\_\_  
Verification Date

**Introduction**

The following narrative describes how the Applicant's marketing and advertising will comply with the Act and the Commission's Rules. The Applicant provides compliant examples of the brands, marketing, and advertising materials utilized within its dispensaries. All marketing and advertising will be submitted to the Commission for approval.

**Personnel - Marketing Director**

The Marketing Director will be responsible for all activities related to conceptualizing and implementing the Marketing and Advertising Plan compliant with the Commission and federal regulations, including public relations. Additional duties include business and market development; market research and planning; packaging and labeling compliance; and strategic direction for promotion and advertising. The Marketing Director will provide all corporate marketing and advertising requirements inclusive of the following: (1) Corporate Identity (brand guidelines, logo, business cards, stationary, folders, letterhead, invoices, and envelopes); (2) Website and Social Media (creation and maintenance); (3) Public Relations (public, patient, and Commission); (4) Graphic Design (tri-folds, brochures, postcards, signage, and printed advertising); (5) Advertising (written or verbal statements), illustrations, promotional materials, campaigns, and translations); and (6) Vendor management, if applicable.

**25.1 Proposed Marketing and Advertising**

The Applicant provides proposed logos, branding, messaging, and other marketing and advertising communications in this section. Similarly, the Applicant provides examples of specific advertisements that comply with the Act and the Commission's rules.

All of the Applicant's marketing and advertising is compliant with, and shall at all times in the future comply with, the limitations established within Rule 538-x-4.17. The Applicant acknowledges that an advertisement is any written or verbal statement, illustration, or depiction created to induce sales using or a combination of letters, pictures, objects, sounds, lighting effects, illustrations, or other similar means. An advertisement includes but is not

limited to brochures, promotional, and other marketing materials, in accordance with **Rule 538-x-4-.17-1**. Similarly, the Applicant acknowledges that any advertisement likely to reach or appeal to minors is prohibited. The Applicant will ensure that, as exemplified below, any of its advertising or marketing campaigns related to or involving medical cannabis does not encourage, promote, or otherwise create any impression that cannabis is legal, therapeutic, or beneficial, except as specifically authorized by the Act and Rules, pursuant to **Rule 538-x-4-.17-2**.

The Applicant 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 Commission for approval, in accordance with **Rule 538-x-4-.17-3**.

The Applicant will, in accordance with **Rule 538-x-4-.17-6**., ensure that any name, logo, sign, advertisement, or other marketing campaign or program of or on behalf the Applicant, regardless of the medium, does not: (a) Include reference to, or be accompanied by, any image bearing a resemblance to a cartoon character or of any individual (actual or fictional) or advertise on any medium more than fifteen percent (15%) of whose audience is, or should be reasonably anticipated to be, composed of minors; (b) 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; (c) Suggest, by direct or indirect reference, a relationship to edibles (including candy, cookies, brownies, cakes, and the like) or beverages; (d) Include designs or other presentational effects that are commonly used to target minors; (e) Suggest or otherwise indicate that the product or entity in the advertisement has been approved or endorsed by the Commission, the State of Alabama or any person, entity or agency associated with the State of Alabama; (f) Advertise in a manner that is inconsistent with the medicinal and approved use of medical cannabis; and (g) Encourage the use of medical cannabis for a condition other than a qualifying medical condition.

As shown below in the exemplars, the Applicant will ensure that the name, logo, sign, advertisement, or other marketing campaign or program contains 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; (4) Slang terms and similar references, including words or depictions directly or indirectly referring 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.



*Primary Mark*

### 25.1.1 Statewide Property Holdings Brand

**OUR MISSION**  
 Our mission at Statewide Property Holdings is to revolutionize health and well-being in Alabama through the responsible and compassionate distribution of medical cannabis. We believe that every individual has the right to access high-quality, safe, and effective medical treatment, and we are committed to providing exceptional care and support to our patients. We are committed to educating our community about the benefits of medical cannabis, promoting its responsible use, and being a trusted resource for our patients who need it most.

**OUR LOCATIONS**

<b>Cullman</b>	<b>Foley</b>
2046 St. Joseph Dr Cullman, AL 35055	716 S. McKenzie Foley, AL 36535
<b>Gadsden</b>	
954 Gilbert Ferry Gadsden, AL 35904	

**STATEWIDE**  
PROPERTY HOLDINGS

[www.statewidepropertyholdings.com](http://www.statewidepropertyholdings.com)  
[statewidepropertyholdingsal@gmail.com](mailto:statewidepropertyholdingsal@gmail.com)

Brochure Example Front



## WEBINAR SERIES

Want to learn more about medical cannabis and how it can play a role in your life? Join us for our educational webinar series. Check out some of our topics below:

- Endocannabinoid System Basics
- Cannabis and Mental Health
- Treating PTSD and Depression
- Warning Signs and Risks of Overuse, Abuse, and Addiction
- Visit our website to the entire calendar

## CANNABIS 101

**What Is Cannabis? An overview of cannabis, including:**

- Cannabis Plant Overview, including Origins of Cannabis, Cannabis Cultivars, Cannabis Strains, Descriptions of Cannabis Sativa, Cannabis Indica, Hybrids, Cannabis Seeds, and Hemp Fiber.
- The Difference Between Cannabis and Hemp.
- Structure, Life Cycle, and Reproduction System of Cannabis Plants

**Components of Cannabis**

A look at compounds in cannabis like THC, CBD, and terpenes that can have an impact on patients, including:

- Primary Chemical Compounds in Cannabis.
- Presence of Terpenes in Cannabis
- Entourage Effects of Cannabis
- CBD and THC Interaction and Ratios
- Components

**Types of Cannabis Products**

This lesson breaks down the most common products available at dispensaries. The lesson includes:

- Differences between Cannabis Products, including Cannabinoid Content, Potency, Activation, Classification based on Strain Names, and Classification Based on Indica, Sativa, or Hybrid, Terpene Content.
- CBD:THC Ratio, THC-Dominant Products, and CBD-Dominant Products.
- How Potency is Shown on Labels, including Percentages and Number of Milligrams
- How to Read Cannabis Product Labels, including Tracking and Regulatory Information, Effects, Cannabinoid Content, Activation Status, Potency, Contaminants, Nutrition Information, and Terpene Content

**History of Medical Cannabis**  
A look at the origins of cannabis as medicine, and how the practice has evolved to meet the needs of modern patients.

**The Endocannabinoid System**  
Information on how the body's endocannabinoid system reacts with cannabinoids, and the benefits they can provide.

**Qualifying Conditions Treated By Cannabis**  
Information on the various qualifying conditions and the types of products used to treat the varying conditions.

**Administering Cannabis**  
Learn the various ways to consume cannabis and to determine your perfect dose. Includes:  
• Cannabis Administration Methods, including Ingestion, Inhalation, Sublingual, Buccal, Intracanal, Transdermal, Topicals, and Suppositories.  
• Finding the Right Cannabis Dose, including Genetic Testing, DNA Tests, Titration for New and Experienced Users.  
• Cannabis Sensitization Protocol and Cannabis Abstinence to Reduce Tolerance.  
• Avoiding the Negative Side Effects of Cannabis.

**Relevant State Laws Respecting Medical Cannabis**  
Learn who is authorized to possess medical cannabis and how much. Includes discussion of where patients can medicate.

**Storing Medical Cannabis**  
Learn how to store medical cannabis so that it remains at its most effective, including temperature, location, and whether it is advisable to remove it from original packaging (it is not).

SATIVA	INDICA
<ul style="list-style-type: none"> <li>• HEAD HIGH</li> <li>• ALERTNESS</li> <li>• UPLIFTING &amp; EUPHORIC</li> <li>• CREATIVITY</li> <li>• INCREASED ENERGY</li> </ul>	<ul style="list-style-type: none"> <li>• BODY HIGH</li> <li>• RELAXATION</li> <li>• APPETITE STIMULATOR</li> <li>• SLEEP AID</li> <li>• PAIN RELIEF</li> </ul>
BEST FOR DAYTIME USE	BEST FOR NIGHTTIME USE



*Brochure Example Back*





*Postcard Design*



*Business Card Design*



(555) 555-5555  
12345 N. Shrimp Bld  
Greenbow, AL, 78910

Jame Rodriguez  
5 Bailey, IA, Cedar Rapids

Date  
15 March, 2021

Dear .....

Lorem ipsum dolor sit amet, consectetur adipisicing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat. Duis aute irure dolor in reprehenderit in voluptate velit esse cillum dolore eu fugiat nulla pariatur. Excepteur sint occaecat cupidatat non proident, sunt in culpa qui officia deserunt mollit anim id est laborum.

Lorem ipsum dolor sit amet, consectetur adipisicing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat. teur sint occaecat cupidatat non proident, sunt in culpa qui officia deserunt mollit anim id est laborum. Lorem ipsum dolor sit amet, consectetur adipisicing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat.

Excepteur sint occaecat cupidatat non proident, sunt in culpa qui officia deserunt mollit anim id est laborum. Lorem ipsum dolor sit amet, consectetur adipisicing elit, sed do eiusmod oris nisi ut aliquip ex ea commodo consequat.


Best regards,

StateWide Property Holdings

*Corporate Letterhead and Folder Design*



*Envelope Design*



# MENU

statewidepropertyholdings.com

Open Daily  
9AM - 9PM

*Revolutionizing Health Through Medical Cannabis*

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**TINCTURES**

<p>TINCTURE ONE      PRICE HERE</p> <p>TINCTURE TWO      PRICE HERE</p> <p>TINCTURE THREE    PRICE HERE</p> <p>TINCTURE FOUR     PRICE HERE</p>	<p>TINCTURE FIVE      PRICE HERE</p> <p>TINCTURE SIX       PRICE HERE</p> <p>TINCTURE SEVEN    PRICE HERE</p> <p>TINCTURE EIGHT    PRICE HERE</p>
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**NEBULIZERS**

<p>NEBULIZER ONE      PRICE HERE</p> <p>NEBULIZER TWO      PRICE HERE</p> <p>NEBULIZER THREE    PRICE HERE</p>	<p>NEBULIZER FOUR     PRICE HERE</p> <p>NEBULIZER FIVE     PRICE HERE</p> <p>NEBULIZER SIX       PRICE HERE</p>
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<p><b>TABLETS AND CAPSULES</b></p> <p>TABLET ONE      \$\$\$</p> <p>TABLET TWO      \$\$\$</p> <p>TABLET THREE    \$\$\$</p> <p>TABLET FOUR     \$\$\$</p> <p>CAPSULE ONE     \$\$\$</p> <p>CAPSULE TWO     \$\$\$</p> <p>CAPSULE THREE   \$\$\$</p>	<p><b>OIL &amp; LIQUID INHALERS</b></p> <p>INHALER ONE      \$\$\$</p> <p>INHALER TWO      \$\$\$</p> <p>INHALER THREE    \$\$\$</p> <p>INHALER FOUR     \$\$\$</p> <p>INHALER FIVE     \$\$\$</p> <p>INHALER SIX       \$\$\$</p>
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**PATCHES & SUPPOSITORIES**

<p>PATCH ONE          PRICE HERE</p> <p>PATCH TWO          PRICE HERE</p>	<p>SUPPOSITORY ONE    PRICE HERE</p> <p>SUPPOSITORY TWO    PRICE HERE</p>
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**TOPICAL TREATMENTS**

<p>CREAM ONE          PRICE HERE</p> <p>GEL ONE             PRICE HERE</p> <p>OIL ONE              PRICE HERE</p>	<p>CREAM TWO          PRICE HERE</p> <p>GEL TWO             PRICE HERE</p> <p>OIL TWO              PRICE HERE</p>
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*Store Menu*



*Advertising Mockup*



**HEATING & COOLING CREAMS | IE**

1000MG CBD | \$PRICE

OUR PREMIUM CBD MUSCLE CREAMS ARE BOOSTED WITH MENTHOL AND MAGNESIUM. AVAILABLE IN BOTH HEATING THERAPY AND COOLING THERAPY OPTIONS SO YOU CAN CHOOSE WHICH IS BEST FOR YOUR NEEDS.

**KEY PRODUCT FACTS | 1000MG CBD**  
LESS THAN 0.3% THC BY WEIGHT  
VEGAN; NO ARTIFICIAL COLORS

 **STATEWIDE**  
PROPERTY HOLDINGS

[WWW.STATEWIDEPROPERTYHOLDINGS.COM](http://WWW.STATEWIDEPROPERTYHOLDINGS.COM)

*Advertising Mockup*



## THC CAPSULES | FLUENT

15G | \$PRICE



AN INDICA CLASSIC, GRANDDADDY PURPLE LURES YOU IN WITH SWEET AROMAS OF GRAPES AND BERRIES, THEN COME HEAVY FEELINGS OF FULL-BODY RELAXATION AND CEREBRAL EUPHORIA. IT'S OFTEN PULLED OFF THE SHELF FOR THOSE LOOKING TO COMBAT PAIN, STRESS, INSOMNIA, APPETITE LOSS, AND MUSCLE SPASMS.

*Advertising Mockup*



**TINCTURES**

**CBD | 1:1 | THC**

OUR TINCTURES ARE FORMULATED USING ONLY HIGH QUALITY, ORGANIC INGREDIENTS AND ARE HIGHLY CONCENTRATED. MADE UP OF A BLEND OF FRESH HERBS AND FRUIT EXTRACTS, THESE TINCTURES ARE POTENT - JUST A DROP OR TWO IS ALL YOU NEED.

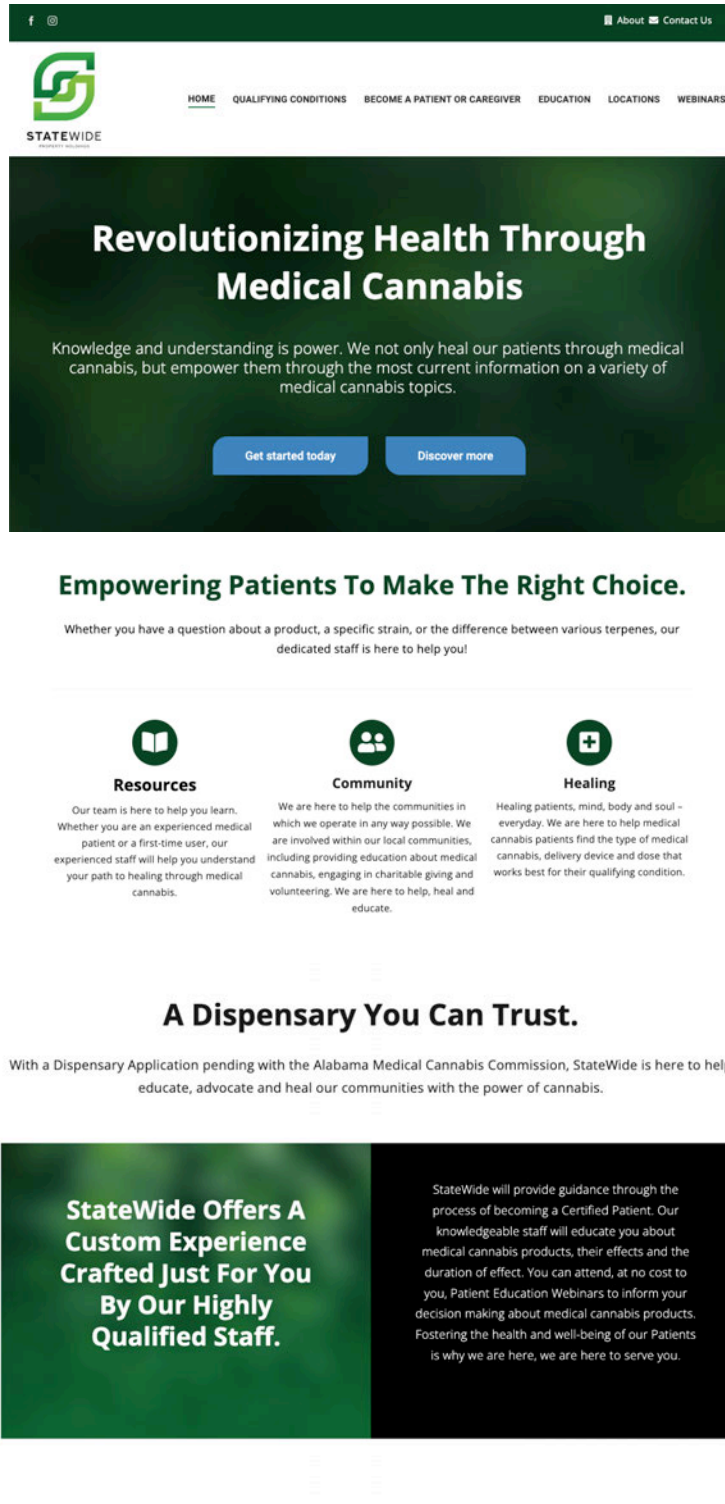
**AS LOW AS | \$PRICE**

3-LOCATIONS ACROSS ALABAMA  
[WWW.STATEWIDEPROPERTYHOLDINGS.COM](http://WWW.STATEWIDEPROPERTYHOLDINGS.COM)

**STATEWIDE**  
PROPERTY HOLDINGS

*Advertising Mockup*

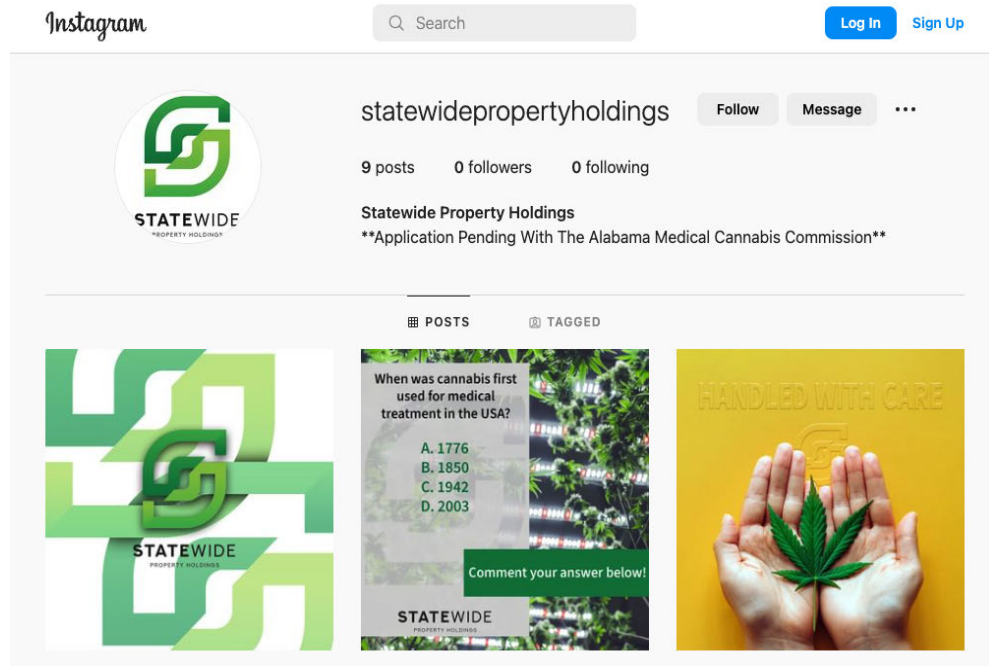




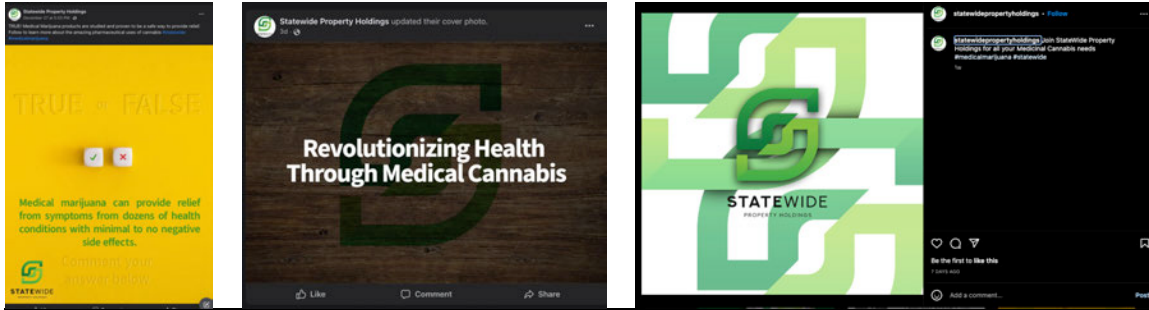
*Website Design*



*Facebook | Social Media*



*Instagram | Social Media*



*Instagram / Social Media*

**25.2 Any specific media outlets or platforms where the marketing or advertising campaigns or programs will be utilized.**

The Applicant will utilize the following media outlets and platforms for marketing and advertising: (1) I Heart Jane (Retail & Brand Portals); (2) Leafly (Retail & Brand Portals); (3) Weedmaps (Retail & Brand Portals); (4) Leaf Trade (Wholesale); (5) SpringBig (Retail Rewards & 3rd Party Vendors); and (6) Fyllo (Retail & Brand Paid Ads).

The Applicant will not place or maintain, or cause to be placed or maintained, an advertisement of medical cannabis or any related product, in compliance with the restrictions outlined in **Rule 538-x-4-.17-5**. Similarly, in accordance with **Rule 538-x-4-.17-8.**, for all marketing and advertising, the Applicant will not do any of the following: (a) Display external signage larger than sixteen inches in height by eighteen inches in width that is not attached to the entity's permanent structure or vehicle; (b) Illuminate a sign advertising a medical cannabis product or strain at any time; (c) Sell or otherwise distribute clothing, apparel, or wearable accessories, unless such sale or distribution is to an employee for purposes of identification while at the licensed facility; (d) 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 (e) Display medical marijuana, medical marijuana products, or medical marijuana paraphernalia that is visible from the exterior of the facility.

The Applicant acknowledges that the above Rule, as it pertains to advertisements, does not apply to noncommercial messages, i.e., the content of which is primarily for charitable, educational, or public service purposes and that does not overtly seek profit or promote the

licensee or its products, pursuant to **Rule 538-x-4-.17-9**. Thus, the Applicant's marketing containing non-commercial messages will occur on internet-based platforms including websites and social media. As such, the Applicant has developed a website and established a web presence advertising the name, business address, contact information, and services to be provided by the Applicant that complies with **Rule 538-x-4-.17-7**. The Applicant's website requires each user's affirmation that the user is not a minor before access to the website is granted. The Applicant will meticulously monitor and has ensured that its web presence remains compliant with **Rule 538-x-4-.17-7.a. - e**.

### **25.3 Media outlets and third-party entities for marketing and advertising**

The Applicant has existing relationships with the following third-party entities who will play a role in the Applicant's marketing and advertising efforts: (1) Cannabis Creative Group responsible for the creation, targeting, and tracking of media campaigns; (2) Jane Technologies, Inc. responsible for website menus, analytics, in-store ordering platform, and Leafly integration. This relationship has been utilized at dispensary locations of the Applicant in California, Washington, Oregon, Ohio, Nevada, Arizona, and Michigan. (3) Duree & Company responsible for public relations services. (4) SparkPlug responsible for Point-of-Sale analytic dashboard connecting data. Below are copies of the contracts between the Applicant and such media outlets and third-party entities.

#### **25.3.1 Cannabis Creative Group Contracts**

A signed twenty-page marketing and advertising contract was also added to the original submission. It was also removed. The branding & graphic design goals outlined in the contract are: 1) Present the brand in a clean, modern, professional, welcoming fashion that will feature a custom, unique design scheme incorporating the business' brand identity and logo. 2) Assist in providing name ideas for the company. 3) Create a new logo and make aesthetic changes to the current logo. 4) Present how the company is set apart from competitors and creates brand loyalty with consumers. 5) Determine buyer personas and define Statewide Property Holdings' position in the market. 6) Evolve the brand to establish

a new brand identity and standards from each touch point, from print collateral to packaging to website design. The social media goals outlined in the contract are: 1) Increase brand awareness and followers through a social media strategy and implementation plan. 2) Strategize opportunities for reaching maximum authentic social media audience growth. 3) Provide monthly reporting and recommendations based on social media data. 4) Increase website traffic from social media profiles by directing new leads from the social profiles to the conversion pages of the client. 5) Provide monthly posting calendars focused on engaging content. 6) Research and identify relevant hashtags based on your business's location, audience, products, services, and key identifiers. The services pages cover account management, communications, strategy, project planning, project management, brand discovery & strategy, brand messaging, branding guidelines & identity packages, and social media management. The contract also includes 1) Estimated timeframes, 2 Recommended partnership budgets, 3) Branding fees of [REDACTED], 4) Social Media fees of [REDACTED] monthly, and 5) Onboarding deposit fees of [REDACTED]. The terms and conditions section includes the proposal, compensation, payment, late payment, changes to project scope, general advertising terms and conditions, intellectual property, delays, evaluation and acceptance, accreditation and promotion, confidential information, the relationship of the parties, representations and warranties, indemnification and liability, terms and termination, dispute resolution, and general terms. The signature block of the contract has been provided below.



---

By: Nidhal Zeer  
Company Name: Statewide Property Holdings  
Title: Owner  
Date Accepted: December 23rd 2022



---

By: Dan Serard  
Company Name: Champ Creative Group LLC. d/b/a  
Cannabis Creative Group  
Title: VP of Business Development  
Date Accepted: December 23rd 2022

### 25.3.2 Duree & Company Contracts

A four-page public relations contract with Duree & Company was added to the original submission. It was removed due to the requirement of full-page attachments being displayed on a single page and the restriction of multiple pages on a single page. The goals outlined in the contract are as follows: 1) Position the executive team at Statewide Property Holdings AL as industry leaders and trusted medical marijuana providers through tactics including strategic external communications, thought leadership, profiles, and ongoing stories in the press. 2) Publicize the company's forthcoming dispensaries in Gadsden, Foley, and Cullman, Alabama. 3) Review all existing Statewide Property Holdings AL brand assets (logo and branding currently in place) and provide feedback. 4) Work closely with the Statewide Property Holdings AL, LLC team to identify priorities, timelines, and key messaging for its dispensaries in Alabama. 5) Proactively pitch the company's product offerings, partnerships, and other relevant news. 6) Position the company as a market leader and leverage its success with its dispensaries and cultivation facilities in other states. 7) Research and identify potential cross-promotional opportunities and activations, including charitable, promotional, and industry events. 8) Help develop strategic partnerships and amplify existing relationships, including nonprofit organizations and charities, to build community awareness and leverage existing relationships or community efforts for potential PR tie-ins. 9) Provide monthly reporting and updates to merchandise successes and share with investors and corporate teams. The contract outlined the scope, terms, account team, fee (██████ per month), terms, physical materials, professional indemnity, disputes, propriety information, and signatures by both companies. The signature block of the contract has been provided below.

Durée & Company

AGREED AND ACCEPTED ON BEHALF OF STATEWIDE  
PROPERTY HOLDINGS AL, LLC

  
\_\_\_\_\_

By: Durée Ross

By: Nidhal Zeer  
Statewide Property Holdings AL, LLC

President

12/27/2022 17:59 UTC  
\_\_\_\_\_

12-27-22

Date

Date

**Conclusion**

As displayed above, the Applicant's plans for marketing and advertising involve word-class creative that are compliant with the Act and the Commission's rules. In addition, the Applicant meticulously outlined the platforms and media outlets where the marketing and advertising will occur, as well as entities projected to play a role in the Applicant's marketing and advertising. Lastly, the Applicant provided a proposed marketing and advertising plan that far exceeds the required criteria of Exhibit 25.

# Exhibit 26 – 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.

Nidhal Zeer

Owner | Chief Investment Officer

\_\_\_\_\_  
Printed Name of Verifying Individual

\_\_\_\_\_  
Title of Verifying Individual

  
\_\_\_\_\_  
Signature of Verifying Individual

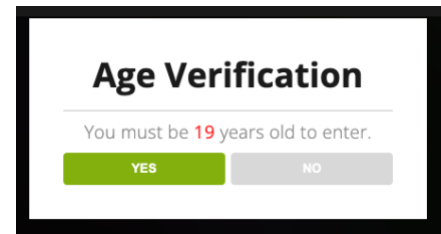
03/01/2023  
\_\_\_\_\_  
Verification Date



## **Introduction**

Below, the Applicant provides a complete site map of each website owned or operated by the Applicant. Additionally, the Applicant provides web address of each webpage, social media page, or other online site owned or operated by the Applicant. All website and social media materials comply with **Rule 538-x-4-.17** at all times.


In compliance with **Rule 538-x-4-.17-7**, the Applicant has developed a website and established a web presence advertising its name, business address, contact information, and services.. The Applicant’s website requires each user’s affirmation that the user is not a minor before access to the website is granted (as shown on the right). The Applicant’s website does not: (a) allow for direct engagement between or among consumers, or consumer-generated content including but not limited to consumer reviews or testimonials; notwithstanding the foregoing, licensees are not prohibited from seeking or obtaining direct patient feedback or sharing actual unsolicited statements made by consumers to the licensee, so long as the content of the statement does not otherwise violate any prohibitions in the Rules; (b) Provide a medium for website users to transmit website content to minors; (c) Target a consumer group with a high likelihood of reaching or appealing to minors; (d) Display or otherwise post content that has not been previously submitted to and approved by the Commission under **Rule 538-x-4-.174**, if such content has been created or produced within Alabama or is specifically targeted to or available only to Alabama residents; (e) Transact business or otherwise facilitate a sales transaction to consumers or businesses; or (f) Maintain a web presence that would otherwise violate the Act or the Rules.



The Applicant currently owns and operates the following website under its registered trade name in Alabama:

Public Website: <https://statewidepropertyholdings.com/>

f @ About Contact Us



[HOME](#) [QUALIFYING CONDITIONS](#) [BECOME A PATIENT OR CAREGIVER](#) [EDUCATION](#) [LOCATIONS](#) [WEBINARS](#)

**STATEWIDE**  
PROPERTY HOLDINGS

# Revolutionizing Health Through Medical Cannabis

Knowledge and understanding is power. We not only heal our patients through medical cannabis, but empower them through the most current information on a variety of medical cannabis topics.

[Get started today](#) [Discover more](#)

## Empowering Patients To Make The Right Choice.

Whether you have a question about a product, a specific strain, or the difference between various terpenes, our dedicated staff is here to help you!



### Resources

Our team is here to help you learn. Whether you are an experienced medical patient or a first-time user, our experienced staff will help you understand your path to healing through medical cannabis.



### Community

We are here to help the communities in which we operate in any way possible. We are involved within our local communities, including providing education about medical cannabis, engaging in charitable giving and volunteering. We are here to help, heal and educate.



### Healing

Healing patients, mind, body and soul - everyday. We are here to help medical cannabis patients find the type of medical cannabis, delivery device and dose that works best for their qualifying condition.

## A Dispensary You Can Trust.


With a Dispensary Application pending with the Alabama Medical Cannabis Commission, StateWide is here to help educate, advocate and heal our communities with the power of cannabis.

**StateWide Offers A Custom Experience Crafted Just For You By Our Highly Qualified Staff.**

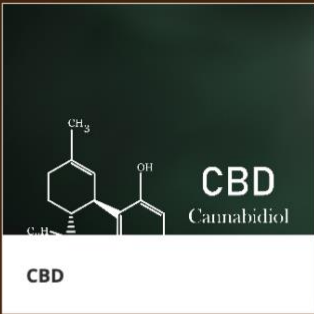
StateWide will provide guidance through the process of becoming a Certified Patient. Our knowledgeable staff will educate you about medical cannabis products, their effects and the duration of effect. You can attend, at no cost to you, Patient Education Webinars to inform your decision making about medical cannabis products. Fostering the health and well-being of our Patients is why we are here, we are here to serve you.

### Cannabis Blog

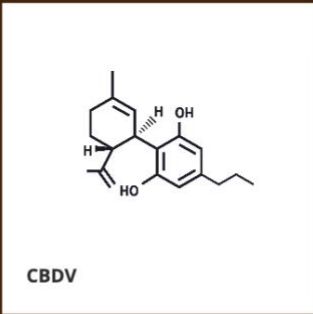
Learn more about medical cannabis. Our Cannabis Blog provides the latest scientific information about cannabis, helpful recipes, and other cannabis information to help patients improve their cannabis knowledge, their health and their overall well-being.



Autism Spectrum Disorder

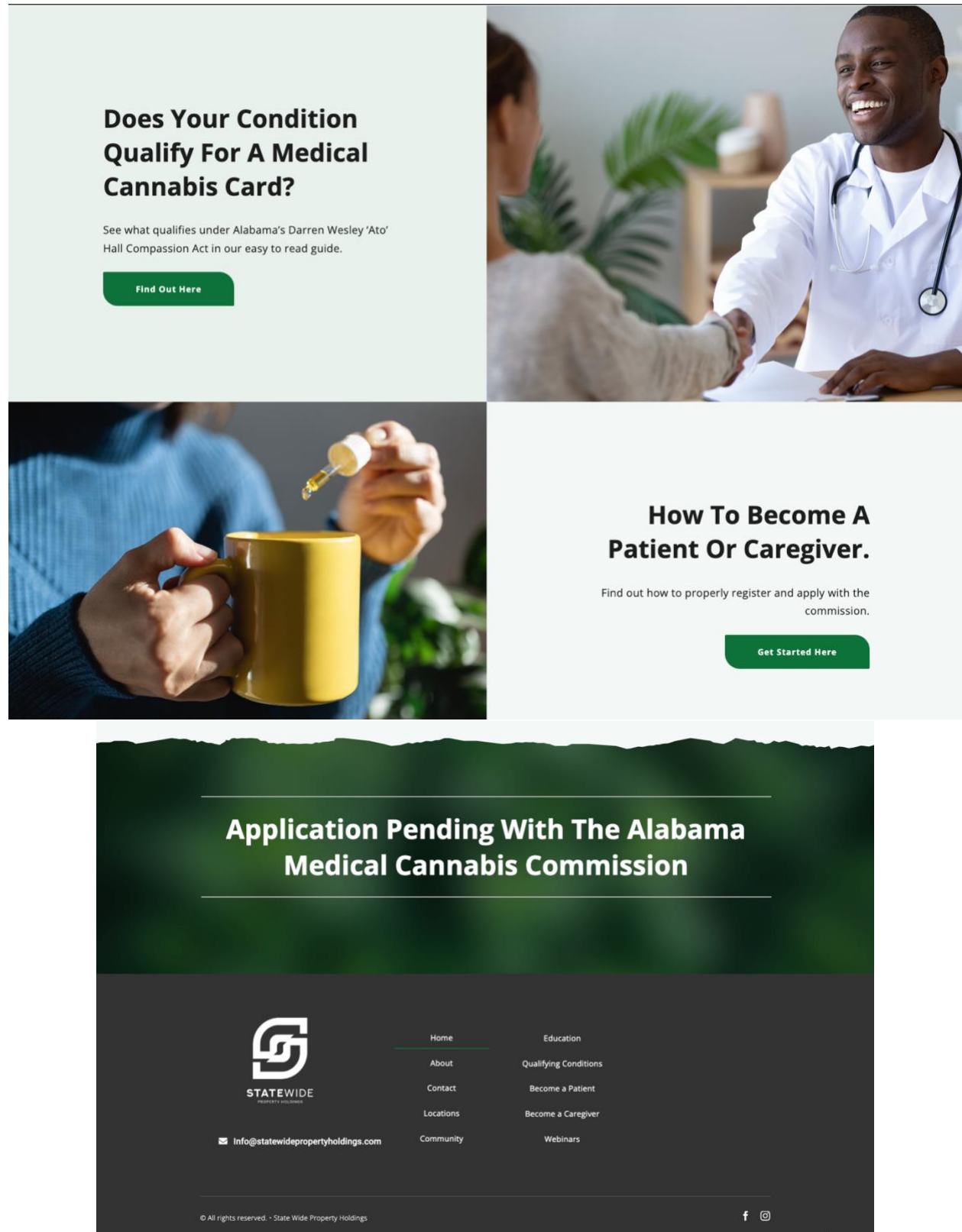


CBD  
Cannabidiol

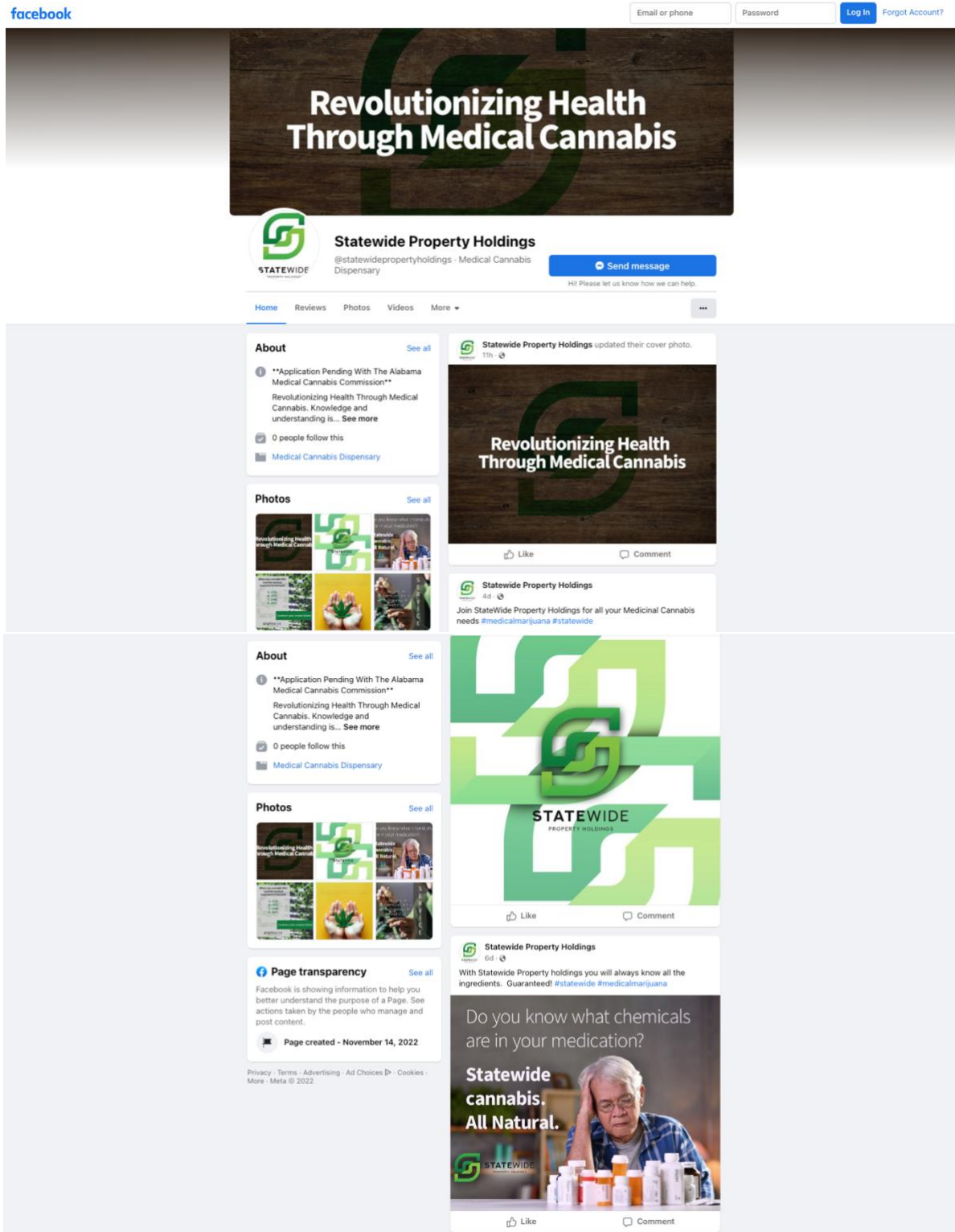


CBDV

1



Website Design



Facebook | Social Media

Instagram

Search

Log In Sign Up

statewidepropertyholdings

Follow Message ...

9 posts 0 followers 0 following

Statewide Property Holdings  
\*\*Application Pending With The Alabama Medical Cannabis Commission\*\*

POSTS TAGGED

STATEWIDE PROPERTY HOLDINGS

When was cannabis first used for medical treatment in the USA?  
A. 1776  
B. 1850  
C. 1942  
D. 2003  
Comment your answer below!  
STATEWIDE PROPERTY HOLDINGS

HANDLED WITH CARE

SERVICE

Service to the Community and to our Patients is the Heart of our Business  
STATEWIDE PROPERTY HOLDINGS

What does THC stand for?  
A. Trihypercannacrystalline  
B. Tetrahydrocannabinol  
C. Trihypercocannabis  
STATEWIDE PROPERTY HOLDINGS

INNOVATION

Making the Deepest Impact upon Patient Health  
STATEWIDE PROPERTY HOLDINGS

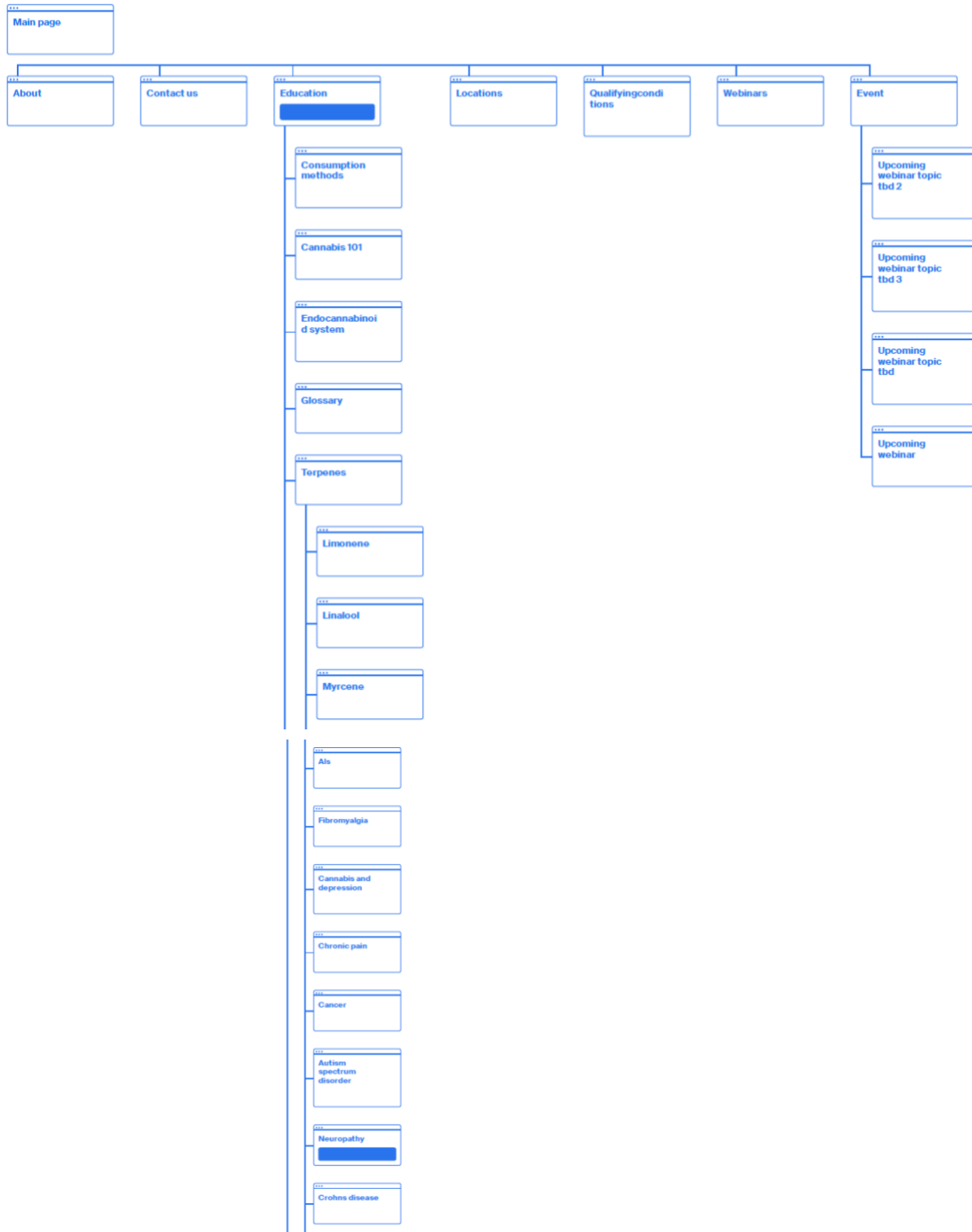
Revolutionizing Patient Health through Medical Cannabis  
REWRITE THE RULES  
STATEWIDE PROPERTY HOLDINGS

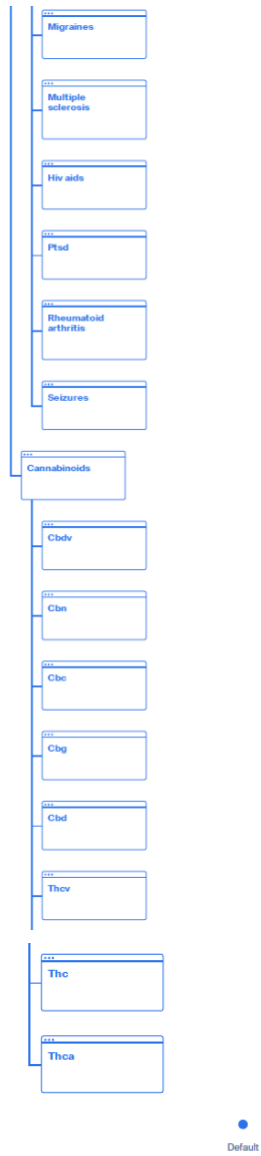
STATEWIDE PROPERTY HOLDINGS

Instagram / Social Media

### 26.1 Site Maps

Below the Applicant provides a complete site map of the only website owned or operated by the Applicant:







**26.2 Webpage, Social media page, or other online sites**

The web addresses of each webpage and social media page owned or operated by the Applicant are shown below. The Applicant does not own or operate any additional online sites:

- Webpage: <https://statewidepropertyholdings.com>
- Facebook (Social Media): <https://www.facebook.com/statewidepropertyholdings>
- Instagram (Social Media): <https://www.instagram.com/statewidepropertyholdings/>

The Applicant's has changed the settings on its Facebook and Instagram account to comply with **Rule 538-x-4-.17-7**. More specifically, the Applicant's accounts are private to minors, comments/sharing functions have been disabled, and all sites prohibit business transactions of any type.

**Conclusion**

As demonstrated above, the Applicant has developed and will maintain a website and social media accounts that benefits the patients of Alabama, complies with **Rule 538-x-4-.17**, and far exceeds the requirements of Exhibit 26.

FORM K: Affidavit of Entity Applicant for  
Alabama Medical Cannabis License

STATE OF [REDACTED] )  
[REDACTED] )  
[REDACTED] 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: Statewide Property Holdings AL, LLC
2. NAME OF AFFIANT: Nidhal Zeer
3. AFFIANT'S POSITION WITH APPLICANT: Owner and Chief Investment 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*):  
 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.  
NZ 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.)**  
NZ 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.  
NZ 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.

NZ 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.

NZ INITIAL HERE

- f. Applicant understands, acknowledges, and will continue to respect and comply with AMCC Rules regarding limited communication during the Application process.

NZ 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.

NZ 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.

NZ 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.

NZ 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.

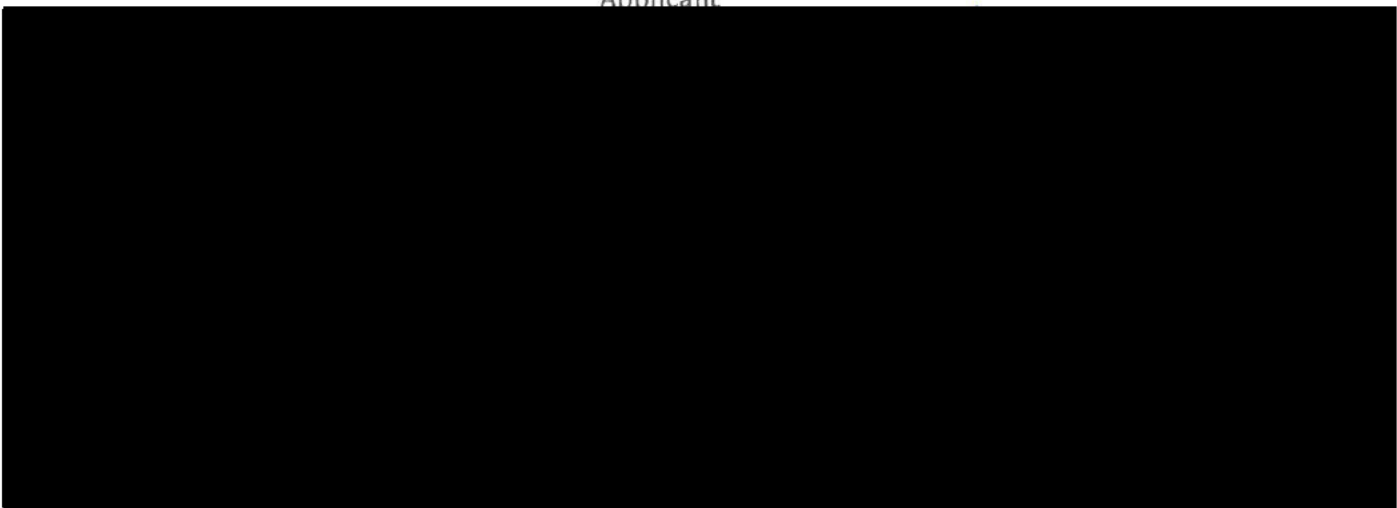
NZ INITIAL HERE

Nidal Cesar  
Signature of Affiant

Acting for and on behalf of:

Statewide Property Holdings AL, LLC

Applicant



Herein, Statewide Property Holdings AL, LLC (“Applicant”) duly authorizes Nidhal Zeer, the Owner and Chief Investment Officer, to serve as the Applicant’s responsible party. Please allow this letter to serve as the Applicant’s written authorization to allow Nidhal Zeer to provide the Affidavit found in Form K.

FORM K: Affidavit of Entity Applicant for  
Alabama Medical Cannabis License

STATE OF [REDACTED] )  
[REDACTED] )  
[REDACTED] 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: Statewide Property Holdings AL, LLC

2. NAME OF AFFIANT: Nasem Issak

3. AFFIANT'S POSITION WITH APPLICANT: Real Estate Director

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.

NI 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.)**

NI 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.

NI 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.

NI 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.

NI INITIAL HERE

- f. Applicant understands, acknowledges, and will continue to respect and comply with AMCC Rules regarding limited communication during the Application process.

NI 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.

NI 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.

NI 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.

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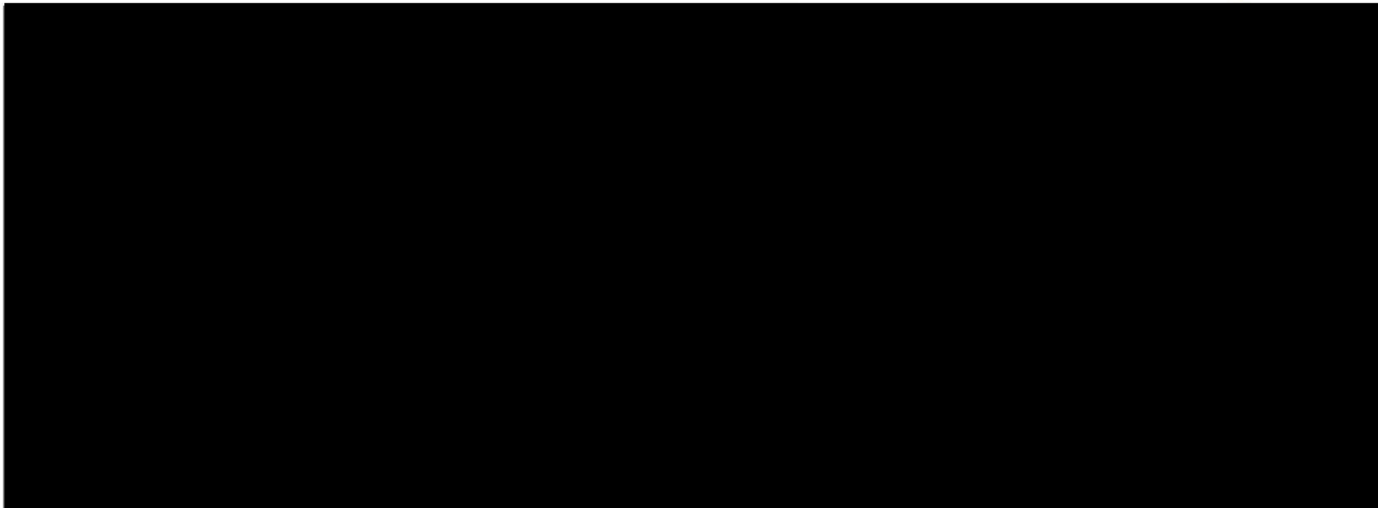
NI INITIAL HERE



Signature of Affiant  
Acting for and on behalf of:

Statewide Property Holdings AL, LLC

Applicant



Herein, Statewide Property Holdings AL, LLC (“Applicant”) duly authorizes Nasem Issak, the Real Estate Director, to serve as the Applicant’s contact person. Please allow this letter to serve as the Applicant’s written authorization to allow Nasem Issak to provide the Affidavit found in Form K.

# Minority Ownership 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.

Nidhal Zeer

Owner | Chief Investment Officer

\_\_\_\_\_  
**Printed Name of Verifying Individual**

\_\_\_\_\_  
**Title of Verifying Individual**

Nidhal Zeer  
**Signature of Verifying Individual**

12/27/22  
**Verification Date**



**Table of Contents**

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*Limited Liability Agreement (LLC)*\_\_\_\_\_ 3

*Birth Certificate of Gloria Boyd, RPh, a 25.5% owner and African American female* \_\_\_\_\_ 53

*Birth Certificate of Dr. Joi Jacobs, PharmD, a 25.5% owner and Asian female* \_\_\_\_\_ 54

**Summary**

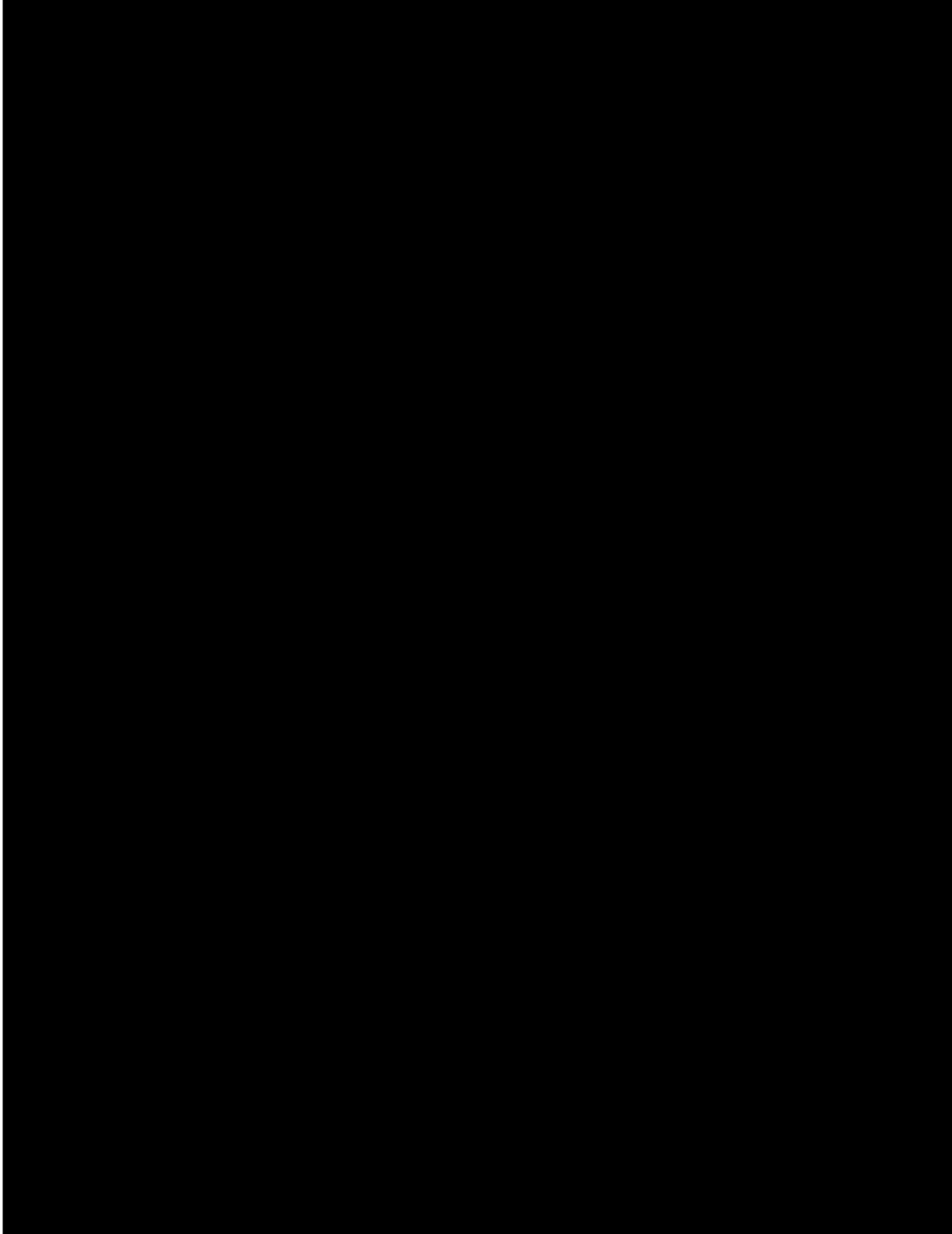
The Applicant is 51% owned by members of a minority group. More specifically, the Applicant is 25.5% owned by an African American Female and 25.5% owned by an Asian female. Beyond this, the Applicant is 100% owned and led by females (all c-level positions of the company are female executives with backgrounds in pharmacy, healthcare, and the cannabis industry).

Below are documents demonstrated that 51% of the Applicant is owned by members of minority groups, including:

- Limited Liability Agreement (LLC) establishing the ownership structure of the Applicant;
- Birth Certificate of Gloria Boyd, RPh, a 25.5% owner and African American female; and
- Birth Certificate of Dr. Joi Jacobs, PharmD, a 25.5% owner and Asian female.

Both owners were also born and raised in Alabama.

**Limited Liability Agreement (LLC)**









































































































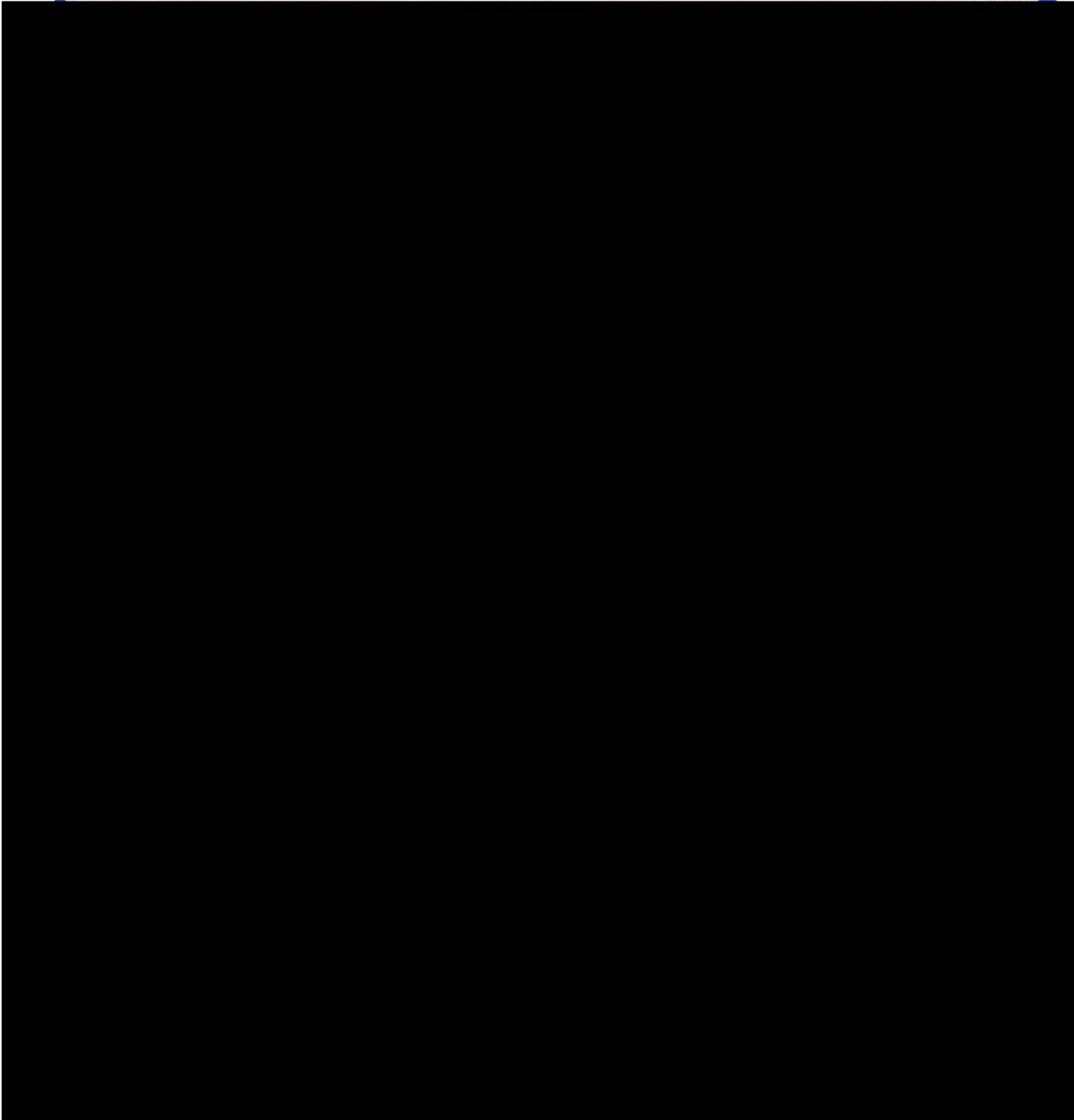
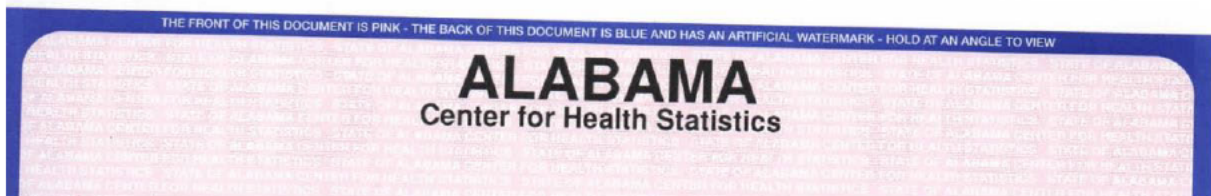




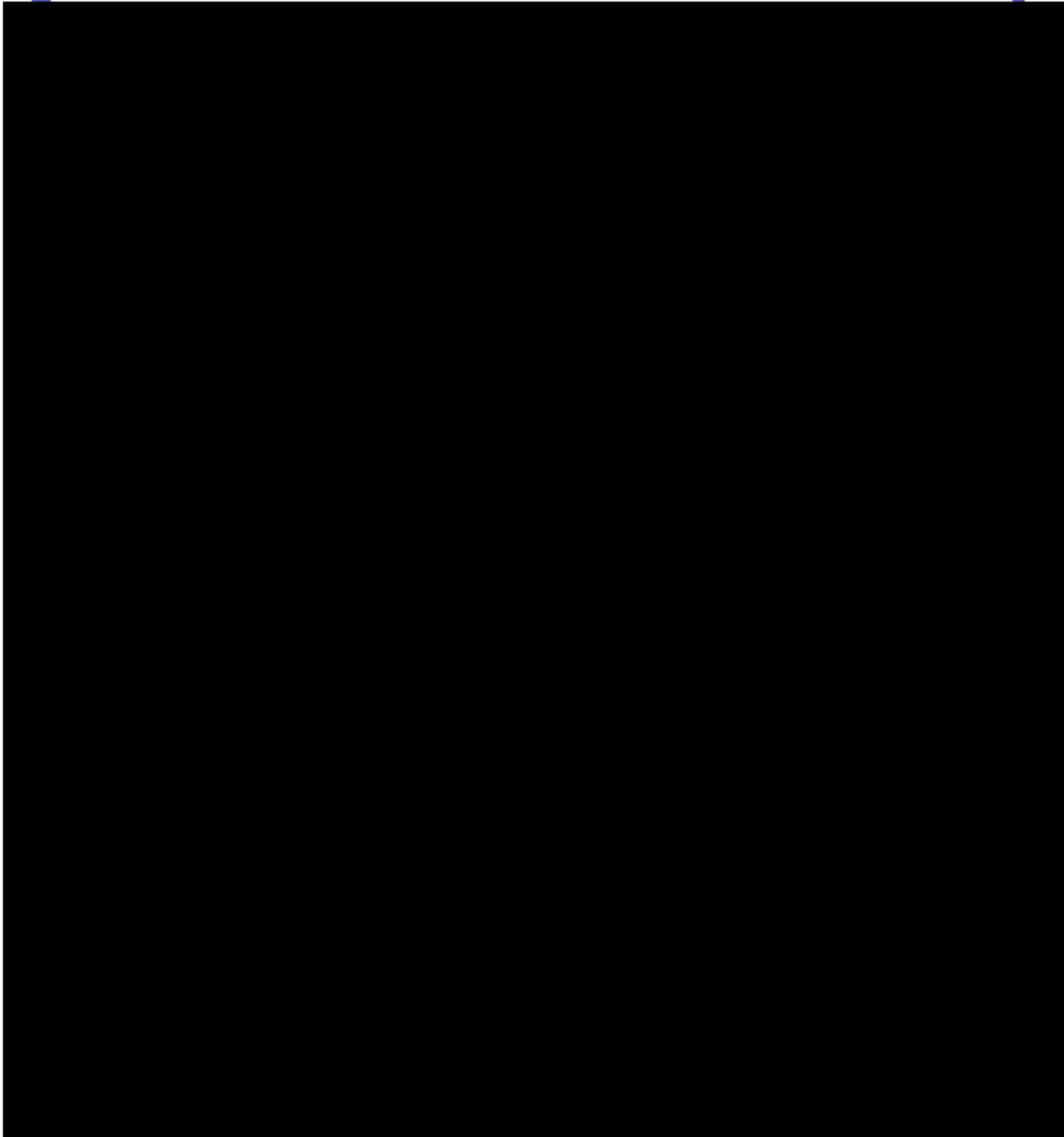
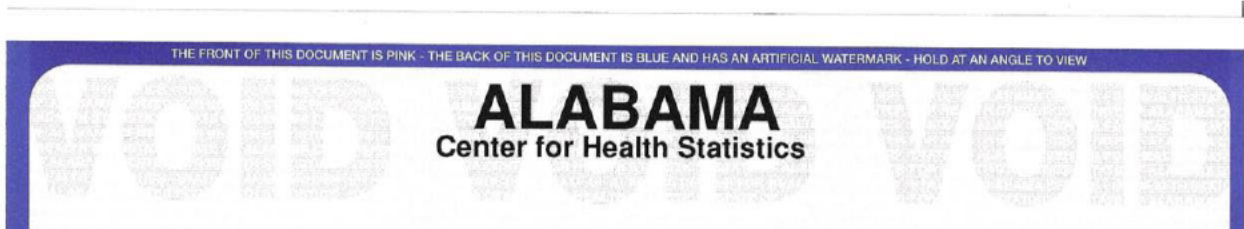




**Birth Certificate of Gloria Boyd, RPh, a 25.5% owner and African American female**



**Birth Certificate of Dr. Joi Jacobs, PharmD, a 25.5% owner and Asian female**



12/14/2022

Re: Alabama Medical Cannabis Commission-Insurance

To whom it may concern,

Our agency has secured the necessary insurance as required by the Alabama Medical Cannabis Commission for applicant Statewide Property Holdings, AL, LLC. The general liability and workers compensation policies are bound and in-force with insurance carriers with an A- rating or better rated by AM Best. Should you have any questions, please feel free to contact me.





































































































































































































































