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

Dear Alabama Medical Cannabis Commission:

In accordance with Section 1.8 of the Integrated Facility Applicants Application (Initial Offering 2022-2023) and § 36-12-40 et seq., Code of Alabama (as amended), the Applicant provides the following written description of the grounds for each redaction in its Redacted Copy of its Integrated Facility Application, along with the justification under Alabama law. Additionally, the Applicant respectfully requests that its entries into the online application portal be exempted from public disclosure pursuant to Op. Att'y Gen. Ala. No. 2006-134 (Aug. 17, 2006). § 8-38-2(6), Code of Alabama (as amended) (personal identifying information); § 8-27-1, et. seq. Code of Alabama (as amended) (trade secrets); and § 39-2-2(g), Code of Alabama (as amended), Ala. Att'y Gen. Op. 2019-048 & 2020-015 (direct impact on security of people and facilities). *See also Stone v. Consol. Publ'g Co.,* 404 So. 2d 678, 681 (Ala. 1981).

The Application Form has been redacted for Personally identifying information; Op. Att'y Gen. Ala. No. 2006-134 (Aug. 17, 2006). § 8-38-2(6), Code of Alabama (as amended). Proof of Minimum Liability and Casualty Insurance have been redacted for Applicant Confidential and Proprietary Information. § 1.8 of the Integrated Facility Applicants Application (Initial Offering 2022-2023). Form I has been redacted for Personally identifying information; Op. Att'y Gen. Ala. No. 2006-134 (Aug. 17, 2006). § 8-38-2(6), Code of Alabama (as amended).

Thank You,

J. Gregory Allen
Greg.Allen@BeasleyAllen.com
(334) 269-2343

Exhibit	Description of Grounds
1	• Sensitive personnel records. *Stone v. Consol. Publ'g Co.,* 404 So. 2d 678, 681 (Ala. 1981). • Personally identifying information; Op. Att'y Gen. Ala. No. 2006-134 (Aug. 17, 2006). § 8-38-2(6), Code of Alabama (as amended). • Direct impact on the security or safety of persons or facilities and requires confidential handling. § 39-2-2(g), Code of Alabama (as amended); Ala. Att'y Gen. Op. 2019-048 & 2020-015. • Applicant Confidential and Proprietary Information. § 1.8 of the Integrated Facility Applicants Application (Initial Offering 2022-2023). • Trade Secret, Confidential proprietary and competitively sensitive information. § 8-27-1, et. seq. Code of Alabama (as amended); *Holland v. Eads*, 614 So. 2d 1012, 1016 (Ala. 1993); *Duck Head Apparel Co. v. Hoots*, 659 So. 2d 897, 916-17 (Ala. 1995). • Recorded information received by a public officer in confidence and records the disclosure of which would be detrimental to the best interests of the public. *Stone v. Consol. Publ'g Co.,* 404 So. 2d 678, 681 (Ala. 1981).
2	• Tax Records. § 40-2A-10, Code of Alabama (as amended). • Bank Records. §§ 5-3A-3(a), 5-5A-43, Code of Alabama (as amended). • Sensitive personnel records. *Stone v. Consol. Publ'g Co.,* 404 So. 2d 678, 681 (Ala. 1981). • Personally identifying information; Op. Att'y Gen. Ala. No. 2006-134 (Aug. 17, 2006). § 8-38-2(6), Code of Alabama (as amended). • Direct impact on the security or safety of persons or facilities and requires confidential handling. § 39-2-2(g), Code of Alabama (as amended); Ala. Att'y Gen. Op. 2019-048 & 2020-015. • Applicant Confidential and Proprietary Information. § 1.8 of the Integrated Facility Applicants Application (Initial Offering 2022-2023).

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34	• Trade Secret, Confidential proprietary and competitively sensitive information. § 8-27-1, et. seq. Code of Alabama (as amended); *Holland v. Eads*, 614 So. 2d 1012, 1016 (Ala. 1993); *Duck Head Apparel Co. v. Hoots*, 659 So. 2d 897, 916-17 (Ala. 1995). • Applicant Confidential and Proprietary Information. § 1.8 of the Integrated Facility Applicants Application (Initial Offering 2022-2023). • Direct impact on the security or safety of persons or facilities and requires confidential handling. § 39-2-2(g), Code of Alabama (as amended); Ala. Att'y Gen. Op. 2019-048 & 2020-015. • Recorded information received by a public officer in confidence and records the disclosure of which would be detrimental to the best interests of the public. *Stone v. Consol. Publ'g Co.,* 404 So. 2d 678, 681 (Ala. 1981). • Sensitive personnel records. *Stone v. Consol. Publ'g Co.,* 404 So. 2d 678, 681 (Ala. 1981). • Personally identifying information; Op. Att'y Gen. Ala. No. 2006-134 (Aug. 17, 2006). § 8-38-2(6), Code of Alabama (as amended).
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	• Recorded information received by a public officer in confidence and records the disclosure of which would be detrimental to the best interests of the public. *Stone v. Consol. Publ'g Co.,* 404 So. 2d 678, 681 (Ala. 1981).
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42	None

ALABAMA MEDICAL
CANNABIS COMMISSION

Help

Daniel Sarver

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DISMISS

Review

Selected Account:Insa Alabama, LLC
Your application has been filed with the Alabama Medical Cannabis Commission.
Your reference code is [redacted]

File Date : **03/03/2023 11:52 AM**

Your transaction ID is : [redacted]

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

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

Request for Business Application Information

Request Number: 0370

General Applicant Information

Applicant Name : Insa Alabama, LLC

Applying as: Business Entity

Trade Name (DBAs) :

Identification Number Type : FEIN

Federal Tax Identification Number : [redacted]

Business Entity Name : Insa Alabama, LLC

Business Entity Type : Limited Liability Company

Secretary of State Entity ID Number : [redacted]

Federal Business Code No : [redacted]

Date of Qualification, Organization or Incorporation :09/12/2022

Applicant Street Address

Street: 218 COMMERCE ST

Unit No / Apt No :

City: MONTGOMERY

County: 51-Montgomery

State: Alabama

Zip Code: 36104

Address Verified?: Yes

Applicant Mailing Address

- **Street:** 218 COMMERCE ST
- **Unit No / Apt No:**
- **City:** MONTGOMERY
- **State:** Alabama
- **Zip Code:** 36104
- **Address Verified?:** Yes
- **Applicant Website:**
- **Applicant Email Address:** facility-licensing@myinsa.com
- **Applicant Phone Number:** 3345464499
- **Do you have a management service agreement in place?:** No

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

Primary Contact Person

- **First Name:** Jere
- **Last Name:** Beasley
- **Title:** Owner
- **Phone Number:** 3342013811
- **Email:** facility-licensing@myinsa.com
- **Street:** 218 COMMERCE ST
- **Unit No / Apt No:**
- **City:** MONTGOMERY
- **State:** Alabama
- **Zip Code:** 36104
- **Address Verified?:** Yes

License Information

- **License Type:** Integrated Facility

Facility Information

Facility Information

- **Facility Type:** Cultivation Facility

Physical Address

- **Street:** 6030 PERIMETER P KWY
- **Unit No / Apt:** No
- **City:** MONTGOMERY
- **County:** 51-Montgomery
- **State:** Alabama
- **Zip Code:** 36116
- **Address Verified?** : Yes

Facility Information Questions

- **Applicant's interest in property where proposed facility is located** : Leases/Rents
- **Is this facility under construction?** : No
- **The number of days, if awarded a license, within which the Applicant reasonably projects it will commence operations at this facility** : 60
- **The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility** : 365
- **Does the applicant verify that this proposed facility will be in a permissible location, if applicable, and will maintain compliance with all State and local laws, resolutions and ordinances?** : Yes

---

- **Facility Type:** Processing Facility

Physical Address

- **Street:** 6030 PERIMETER P KWY
- **Unit No / Apt:** No
- **City:** MONTGOMERY
- **County:** 51-Montgomery
- **State:** Alabama
- **Zip Code:** 36116
- **Address Verified?** : Yes

Facility Information Questions

- **Applicant's interest in property where proposed facility is located** : Leases/Rents
- **Is this facility under construction?** : No

- **The number of days, if awarded a license, within which the Applicant reasonably projects it will commence operations at this facility** : 180
- **The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility** : 365
- **Does the applicant verify that this proposed facility will be in a permissible location, if applicable, and will maintain compliance with all State and local laws, resolutions and ordinances?** : Yes

---

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

Physical Address

- **Street:** 6030 PERIMETER PKWY
- **Unit No / Apt: No**
- **City:** MONTGOMERY
- **County:** 51-Montgomery
- **State:** Alabama
- **Zip Code:** 36116
- **Address Verified?** : Yes

Facility Information Questions

- **Applicant's interest in property where proposed facility is located** : Leases/Rents
- **Is this facility under construction?** : No
- **The number of days, if awarded a license, within which the Applicant reasonably projects it will commence operations at this facility** : 365
- **The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility** : 365
- **Does the applicant verify that this proposed facility will be in a permissible location, if applicable, and will maintain compliance with all State and local laws, resolutions and ordinances?** : Yes

---

- **Facility Type:** Dispensing Site (Retail Facility)
- **Dispensing Site Premises** : Stand Alone Building

Physical Address

- **Street:** 4630 MONTGOMERY HWY
- **Unit No / Apt:** No
- **City:** DOTHAN
- **County:** 35-Houston
- **State:** Alabama
- **Zip Code:** 36303
- **Address Verified?** : Yes

Facility Information Questions

- **Applicant's interest in property where proposed facility is located** : Leases/Rents
- **Is this facility under construction?** : No
- **The number of days, if awarded a license, within which the Applicant reasonably projects it will commence operations at this facility** : 365
- **The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility** : 365
- **Does the applicant verify that this proposed facility will be in a permissible location, if applicable, and will maintain compliance with all State and local laws, resolutions and ordinances?** : Yes

---

- **Facility Type:** Dispensing Site (Retail Facility)
- **Dispensing Site Premises** : Stand Alone Building

Physical Address

- **Street:** 2002 MARVYN PK WY
- **Unit No / Apt:** No
- **City:** OPELIKA
- **County:** 41-Lee
- **State:** Alabama
- **Zip Code:** 36804
- **Address Verified?** : Yes

Facility Information Questions

- **Applicant's interest in property where proposed facility is located** : Leases/Rents
- **Is this facility under construction?** : No

- **The number of days, if awarded a license, within which the Applicant reasonably projects it will commence operations at this facility** : 365
- **The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility** : 365
- **Does the applicant verify that this proposed facility will be in a permissible location, if applicable, and will maintain compliance with all State and local laws, resolutions and ordinances?** : Yes

---

- **Facility Type:** Dispensing Site (Retail Facility)
- **Dispensing Site Premises** : Stand Alone Building

Physical Address

- **Street:** 714 29TH ST S
- **Unit No / Apt: No**
- **City:** BIRMINGHAM
- **County:** 37-Jefferson
- **State:** Alabama
- **Zip Code:** 35233
- **Address Verified?** : Yes

Facility Information Questions

- **Applicant's interest in property where proposed facility is located** : Leases/Rents
- **Is this facility under construction?** : No
- **The number of days, if awarded a license, within which the Applicant reasonably projects it will commence operations at this facility** : 365
- **The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility** : 365
- **Does the applicant verify that this proposed facility will be in a permissible location, if applicable, and will maintain compliance with all State and local laws, resolutions and ordinances?** : Yes

---

- **Facility Type:** Dispensing Site (Retail Facility)
- **Dispensing Site Premises** : Stand Alone Building

Physical Address

- **Street:** 7900 AIRPORT BLVD
- **Unit No / Apt:** No
- **City:** MOBILE
- **County:** 49-Mobile
- **State:** Alabama
- **Zip Code:** 36608
- **Address Verified?** : Yes

Facility Information Questions

- **Applicant's interest in property where proposed facility is located** : Leases/Rents
- **Is this facility under construction?** : No
- **The number of days, if awarded a license, within which the Applicant reasonably projects it will commence operations at this facility** : 365
- **The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility** : 365
- **Does the applicant verify that this proposed facility will be in a permissible location, if applicable, and will maintain compliance with all State and local laws, resolutions and ordinances?** : Yes

Ownership of Applicant

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

Individual

- **Legal First Name** : Peter
- **Legal Middle Name:**
- **Legal Last Name** : Gallagher

[redacted]

Residence Address

Select type of record: Individual

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

Individual

Legal First Name : Stephen

Legal Middle: Name

Legal Last Name : Reilly

Residence Address

Select type of record: Entity

Does this entity have ownership interest in the applicant? : Yes

Entity

- **Entity Name:** Clearview Ranch, LLC
- **Entity Type:** Limited Liability Company
- **Are there individuals with direct or indirect ownership interest in this entity?** : Yes
- **FEIN:** [redacted]
- **Ownership Percentage of the Applicant** : 51

Physical Address

- **Street:** 218 COMMERCE ST
- **Unit No / Apt: No**
- **City:** MONTGOMERY
- **State:** Alabama
- **Zip Code:** 36104
- **Address Verified?** : Yes

Primary Contact/ Responsible Person

- **First Name:** John
- **Last Name:** Gregory
- **Title:** Allen
- **Phone Number** : 8008982034
- **Email Address** : greg.allen@beasleyallen.com
- **Street Address** : 218 COMMERCE ST
- **Unit No / Apt: No**
- **City:** MONTGOMERY
- **State:** Alabama
- **Zip Code:** 36104
- **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?**
  (1) an individual with an ownership interest in the applicant;
  (2) the spouse, parent, or child of an individual with an ownership interest in the applicant; or
  (3) an entity with an ownership interest in the applicant. :Yes

---

- **Select Individual or Entity:** : Individual

Individual

- **Legal First Name** : Peter
- **Legal Last Name** : Gallagher
- **Suffix:**

Cannabis Entity Name : I.N.S.A., Inc.

Entity Type: Incorporated or Uni ncorporated Busine ss

Connection to Cannabis Entity : Individual

Role in Cannabis Entity : Manager

Percentage of ownership in cannabis entity : [redacted]

Cannabis Entity's Physical Address

Street: 35 CENTER ST

Unit No / Apt: No

City: CHICOPEE

State: Massachusetts

Zip Code: 01013

Address Verified? : Yes

Cannabis Entity's Primary Contact/Responsible Person

First Name: Stephen

Last Name: Reilly

Title: Owner

Phone Number : 4132314450

Email Address : steve@myinsa.com

Street Address : 35 CENTER ST

Unit No / Apt: No

City: CHICOPEE

State: Massachusetts

Zip Code: 01013

Address Verified? : Yes

Select Individual or Entity: : Individual

Individual

Legal First Name : Peter

Legal Last Name : Gallagher

Suffix:

Cannabis Entity Name : D&D Acconting Ser vices, LLC

Entity Type: Limited Liability Co mpany

Connection to Cannabis Entity : Individual

Role in Cannabis Entity : Manager

Percentage of ownership in cannabis entity : [redacted]

Cannabis Entity's Physical Address

Street: 35 CENTER ST

Unit No / Apt: No

City: CHICOPEE

State: Massachusetts

Zip Code: 01013

- **Address Verified?** : Yes

Cannabis Entity's Primary Contact/Responsible Person

- **First Name:** Stephen
- **Last Name:** Reilly
- **Title:** Owner
- **Phone Number** : 4132314450
- **Email Address** : steve@myinsa.com
- **Street Address** : 35 CENTER ST
- **Unit No / Apt: No**
- **City:** CHICOPEE
- **State:** Massachusetts
- **Zip Code:** 01013
- **Address Verified?** : Yes

- **Select Individual or Entity:** : Individual

Individual

- **Legal First Name** : Peter
- **Legal Last Name** : Gallagher
- **Suffix:**
- **Cannabis Entity Name** : Insa LLC
- **Entity Type:** Limited Liability Company
- **Connection to Cannabis Entity** : Individual
- **Role in Cannabis Entity** : Manager
- **Percentage of ownership in cannabis entity** : [redacted]

Cannabis Entity's Physical Address

- **Street:** 35 CENTER ST
- **Unit No / Apt: No**
- **City:** CHICOPEE
- **State:** Massachusetts
- **Zip Code:** 01013
- **Address Verified?** : Yes

Cannabis Entity's Primary Contact/Responsible Person

- **First Name:** Stephen
- **Last Name:** Reilly
- **Title:** Owner
- **Phone Number** : 4132314450
- **Email Address** : Steve@myinsa.com
- **Street Address** : 35 CENTER ST
- **Unit No / Apt: No**
- **City:** CHICOPEE
- **State:** Massachusetts

Zip Code: 01013

Address Verified? : Yes

Select Individual or Entity: : Individual

Individual

Legal First Name : Peter

Legal Last Name : Gallagher

Suffix:

Cannabis Entity Name : INSA OHIO, LLC

Entity Type: Limited Liability Company

Connection to Cannabis Entity : Individual

Role in Cannabis Entity : Member , Manager

Percentage of ownership in cannabis entity : [redacted]

Cannabis Entity's Physical Address

Street: 35 CENTER ST

Unit No / Apt: No

City: CHICOPEE

State: Massachusetts

Zip Code: 01013

Address Verified? : Yes

Cannabis Entity's Primary Contact/Responsible Person

First Name: Stephen

Last Name: Reilly

Title: Owner

Phone Number : 4132314450

Email Address : steve@myinsa.com

Street Address : 35 CENTER ST

Unit No / Apt: No

City: CHICOPEE

State: Massachusetts

Zip Code: 01013

Address Verified? : Yes

Select Individual or Entity: : Individual

Individual

Legal First Name : Peter

Legal Last Name : Gallagher

Suffix:

Cannabis Entity Name : Insa CT, LLC

Entity Type: Limited Liability Company

Connection to Cannabis Entity : Individual

Role in Cannabis Entity : Member

Percentage of ownership in cannabis entity : [redacted]

Cannabis Entity's Physical Address

Street: 35 CENTER ST

Unit No / Apt: No

City: CHICOPEE

State: Massachusetts

Zip Code: 01013

Address Verified? : Yes

Cannabis Entity's Primary Contact/Responsible Person

First Name: Stephen

Last Name: Reilly

Title: Owner

Phone Number : 4132314450

Email Address : steve@myinsa.com

Street Address : 35 CENTER ST

Unit No / Apt: No

City: CHICOPEE

State: Massachusetts

Zip Code: 01013

Address Verified? : Yes

Select Individual or Entity: : Individual

Individual

Legal First Name : Stephen

Legal Last Name : Reilly

Suffix:

Cannabis Entity Name : I.N.S.A., Inc.

Entity Type: Incorporated or Unincorporated Business

Connection to Cannabis Entity : Individual

Role in Cannabis Entity : Equity interest owner

Percentage of ownership in cannabis entity : [redacted]

Cannabis Entity's Physical Address

Street: 35 CENTER ST

Unit No / Apt: No

City: CHICOPEE

State: Massachusetts

Zip Code: 01013

Address Verified? : Yes

Cannabis Entity's Primary Contact/Responsible Person

- **First Name:** Stephen
- **Last Name:** Reilly
- **Title:** Owner
- **Phone Number** : 4132314450
- **Email Address** : steve@myinsa.com
- **Street Address** : 35 CENTER ST
- **Unit No / Apt: No**
- **City:** CHICOPEE
- **State:** Massachusetts
- **Zip Code:** 01013
- **Address Verified?** : Yes

- **Select Individual or Entity:** : Individual

Individual

- **Legal First Name** : Stephen
- **Legal Last Name** : Reilly
- **Suffix:**
- **Cannabis Entity Name** : D&D Accounting Services, LLC
- **Entity Type:** Limited Liability Company
- **Connection to Cannabis Entity** : Individual
- **Role in Cannabis Entity** : Equity interest owner
- **Percentage of ownership in cannabis entity** : [redacted]

Cannabis Entity's Physical Address

- **Street:** 35 CENTER ST
- **Unit No / Apt: No**
- **City:** CHICOPEE
- **State:** Massachusetts
- **Zip Code:** 01013
- **Address Verified?** : Yes

Cannabis Entity's Primary Contact/Responsible Person

- **First Name:** Stephen
- **Last Name:** Reilly
- **Title:** Owner
- **Phone Number** : 4132314450
- **Email Address** : steve@myinsa.com
- **Street Address** : 35 CENTER ST
- **Unit No / Apt: No**
- **City:** CHICOPEE
- **State:** Massachusetts
- **Zip Code:** 01013
- **Address Verified?** : Yes

- **Select Individual or Entity:** : Individual

Individual

- **Legal First Name** : Stephen
- **Legal Last Name** : Reilly
- **Suffix:**
- **Cannabis Entity Name** : INSA LLC
- **Entity Type:** Limited Liability Company
- **Connection to Cannabis Entity** : Individual
- **Role in Cannabis Entity** : Equity interest owner
- **Percentage of ownership in cannabis entity** : [redacted]

Cannabis Entity's Physical Address

- **Street:** 35 CENTER ST
- **Unit No / Apt:** No
- **City:** CHICOPEE
- **State:** Massachusetts
- **Zip Code:** 01013
- **Address Verified?** : Yes

Cannabis Entity's Primary Contact/Responsible Person

- **First Name:** Stephen
- **Last Name:** Reilly
- **Title:** Owner
- **Phone Number** : 4132314450
- **Email Address** : Steve@myinsa.com
- **Street Address** : 35 CENTER ST
- **Unit No / Apt:** No
- **City:** CHICOPEE
- **State:** Massachusetts
- **Zip Code:** 01013
- **Address Verified?** : Yes

- **Select Individual or Entity:** : Individual

Individual

- **Legal First Name** : Stephen
- **Legal Last Name** : Reilly
- **Suffix:**
- **Cannabis Entity Name** : INSA OHIO, LLC
- **Entity Type:** Limited Liability Company
- **Connection to Cannabis Entity** : Individual
- **Role in Cannabis Entity** : Equity interest owner
- **Percentage of ownership in cannabis entity** : [redacted]

Cannabis Entity's Physical Address

- **Street:** 35 CENTER ST
- **Unit No / Apt:** No
- **City:** CHICOPEE
- **State:** Massachusetts
- **Zip Code:** 01013
- **Address Verified?** : Yes

Cannabis Entity's Primary Contact/Responsible Person

- **First Name:** Stephen
- **Last Name:** Reilly
- **Title:** Owner
- **Phone Number** : 4132314450
- **Email Address** : steve@myinsa.com
- **Street Address** : 35 CENTER ST
- **Unit No / Apt:** No
- **City:** CHICOPEE
- **State:** Massachusetts
- **Zip Code:** 01013
- **Address Verified?** : Yes

- **Select Individual or Entity:** : Individual

Individual

- **Legal First Name** : Stephen
- **Legal Last Name** : Reilly
- **Suffix:**
- **Cannabis Entity Name** : Insa CT, LLC
- **Entity Type:** Limited Liability Company
- **Connection to Cannabis Entity** : Individual
- **Role in Cannabis Entity** : Equity interest owner
- **Percentage of ownership in cannabis entity** : [redacted]

Cannabis Entity's Physical Address

- **Street:** 35 CENTER ST
- **Unit No / Apt:** No
- **City:** CHICOPEE
- **State:** Massachusetts
- **Zip Code:** 01013
- **Address Verified?** : Yes

Cannabis Entity's Primary Contact/Responsible Person

- **First Name:** Stephen
- **Last Name:** Reilly
- **Title:** Owner

✔ **Phone Number** : 4132314450

✔ **Email Address** : steve@myinsa.com

✔ **Street Address** : 35 CENTER ST

Unit No / Apt: No

✔ **City:** CHICOPEE

✔ **State:** Massachusetts

✔ **Zip Code:** 01013

✔ **Address Verified?** : Yes

✔ **Select Individual or Entity:** : Individual

Individual

✔ **Legal First Name** : Stephen

✔ **Legal Last Name** : Reilly

Suffix:

✔ **Cannabis Entity Name** : Kalyx, LLC

✔ **Entity Type:** Limited Liability Company

✔ **Connection to Cannabis Entity** : Individual

✔ **Role in Cannabis Entity** : Member

✔ **Percentage of ownership in cannabis entity** : [redacted]

Cannabis Entity's Physical Address

✔ **Street:** 125 N MAIN ST

Unit No / Apt: No

✔ **City:** BELCHERTOWN

✔ **State:** Massachusetts

✔ **Zip Code:** 01007

✔ **Address Verified?** : Yes

Cannabis Entity's Primary Contact/Responsible Person

✔ **First Name:** Stephen

✔ **Last Name:** Reilly

✔ **Title:** Owner

✔ **Phone Number** : 4132314450

✔ **Email Address** : steve@myinsa.com

✔ **Street Address** : 125 N MAIN ST

Unit No / Apt: No

✔ **City:** BELCHERTOWN

✔ **State:** Massachusetts

✔ **Zip Code:** 01007

✔ **Address Verified?** : Yes

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:** D&D Accounting Services, LLC
✔ **License Type** : Medical Marijuana Treatment Center (License #: MMTC-2019-0016)
✔ **Licensing Board or Commission** : Florida Office of Medical Marijuana Use
✔ **License Issued Date** : 06/22/2021
✔ **License Expiration Date** : 06/22/2023

✔ **Select One:** Related Cannabis Entity
✔ **Name:** I.N.S.A., Inc.
✔ **License Type** : Marijuana Retailer (License #: MR281680)
✔ **Licensing Board or Commission** : Massachusetts Cannabis Control Commission
✔ **License Issued Date** : 10/20/2022
✔ **License Expiration Date** : 10/20/2023

✔ **Select One:** Related Cannabis Entity
✔ **Name:** I.N.S.A., Inc.
✔ **License Type** : Marijuana Cultivator (License #: MC281268)
✔ **Licensing Board or Commission** : Massachusetts Cannabis Control Commission
✔ **License Issued Date** : 10/20/2022
✔ **License Expiration Date** : 10/20/2023

✔ **Select One:** Related Cannabis Entity
✔ **Name:** I.N.S.A., Inc.
✔ **License Type** : Marijuana Product Manufacturing (License #: MP281426)
✔ **Licensing Board or Commission** : Massachusetts Cannabis Control Commission
✔ **License Issued Date** : 10/20/2022
✔ **License Expiration Date** : 10/20/2023

✔ **Select One:** Related Cannabis Entity
✔ **Name:** I.N.S.A., Inc.
✔ **License Type** : Medical Marijuana Treatment Center (License #: RMD365)
✔ **Licensing Board or Commission** : Massachusetts Cannabis Control Commission
✔ **License Issued Date** : 06/09/2022
✔ **License Expiration Date** : 06/30/2023

Select One: Related Cannabis Entity

Name: I.N.S.A., Inc.

License Type : Medical Marijuana Treatment Center (License #: RMD845)

Licensing Board or Commission : Massachusetts Cannabis Control Commission

License Issued Date : 08/12/2022

License Expiration Date : 08/12/2023

Select One: Related Cannabis Entity

Name: I.N.S.A., Inc.

License Type : Marijuana Retailer (License #: MR281892)

Licensing Board or Commission : Massachusetts Cannabis Control Commission

License Issued Date : 09/16/2022

License Expiration Date : 09/16/2023

Select One: Related Cannabis Entity

Name: I.N.S.A., Inc.

License Type : Marijuana Retailer (License #: MR282632)

Licensing Board or Commission : Massachusetts Cannabis Control Commission

License Issued Date : 08/06/2022

License Expiration Date : 08/06/2023

Select One: Related Cannabis Entity

Name: INSA LLC

License Type : Medical Marijuana Grower/Processor (License #: GP18-4001)

Licensing Board or Commission : Pennsylvania Department of Health

License Issued Date : 07/31/2022

License Expiration Date : 07/31/2023

Select One: Related Cannabis Entity

Name: I.N.S.A., Inc.

License Type : Medical Marijuana Treatment Center (Provisional) (License #: RMDA3362)

Licensing Board or Commission : Massachusetts Cannabis Control Commission

License Issued Date : 09/15/2022

License Expiration Date : 09/15/2023

Select One: Related Cannabis Entity

Name: I.N.S.A., Inc.

License Type : Marijuana Product Manufacturing (Provisional) (License #: MPN282163)

Licensing Board or Commission : Massachusetts Cannabis Control Commission

License Issued Date : 06/09/2022

License Expiration Date : 06/09/2023

Select One: Related Cannabis Entity

Name: INSA OHIO, LLC

License Type : Medical Marijuana Dispensary (Provisional) (License #: MMD.04095)

Licensing Board or Commission : Ohio Board of Pharmacy	**License Issued Date** : 04/07/2022	**License Expiration Date** : 05/17/2022

Select One: Related Cannabis Entity	**Name:** Kalyx, LLC	**License Type** : Marijuana Retailer (Provisional) (License #: MRN282687)
Licensing Board or Commission : Massachusetts Cannabis Control Commission	**License Issued Date** : 04/07/2022	**License Expiration Date** : 04/07/2023

Select One: Related Cannabis Entity	**Name:** Insa CT, LLC	**License Type** : Cultivator (Provisional) (License #: ACCE.0000015)
Licensing Board or Commission : Connecticut Department of Consumer Protection	**License Issued Date** : 08/04/2022	**License Expiration Date** : 08/04/2023

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

Has the applicant, any ownership entity, or any cannabis entity connected to any individual or entity with an ownership interest in the applicant, within the last ten (10) years, filed or been served with a complaint or other notice by any governmental body, regarding a delinquency in the payment of, or a dispute over the filings concerning the payment of, any tax required under federal, state, or local law? : YES

Select One: Ownership Entity	**Name:** Clearview Ranch, LLC	**Amount of Tax** [redacted]
Type of Tax: Ad valorem	**Description of Action** : Ad valorem tax sale and redemption. Resolved on 4/21/2010. This is not an open matter.	**Taxing Agency** : Macon County Revenue Commissioner
Tax Period Start Date : 10/01/2003	**Tax Period End Date** : 10/01/2009	

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:
(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? : NO

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

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

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

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

- **Commencement of Operation:** 45
- **Year One:** 175
- **Year Two:** 175
- **Year Three:** 190
- **Year Four:** 190
- **Year Five:** 202

- **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), which shall specifically extend to all secure transport vehicles of the applicant?** : YES

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

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

- **Signature:** Greg Allen
- **Signature Date:** 12/29/2022

Documents

✔ **Resume or Curriculum Vitae of Individuals with Ownership Interest:**	1627_Exhibit 1_Resume or Curriculum Vitae....pdf (./api/documents/ts…
✔ **Residency of Owners:**	Exhibit 2_Residency of Owners.pdf (./api/documents/-5fx5uaAI/downl…
✔ **Commercial Horticulture or Agronomic Production Experience of Owners:**	Exhibit 3_Commercial Horticulture or Agronomic Production Experienc…
✔ **Criminal Background Check:**	1627_Exhibit 4_Criminal Background Check.pdf (./api/documents/JgN…
✔ **Minimum Performance Bond Requirement:**	1627_Exhibit 5_Minimum Performance Bond Requirements.pdf (./api/…
✔ **Minimum Liquid Assets Requirement:**	Exhibit 6_Minimum Liquid Assets Requirement.pdf (./api/documents/…
✔ **Demonstration of Sufficient Capital:**	Exhibit 7_Demonstration of Sufficient Capital.pdf (./api/documents/Fa…
✔ **Minimum Operating Capital Requirement:**	Exhibit 8_Minimum Operating Capital Requirement.pdf (./api/documen…
✔ **Financial Statements:**	Exhibit 9_Financial Statements.pdf (./api/documents/TKmx-C1FE/dow…
✔ **Tax Plan:**	Exhibit 10_Tax Plan.pdf (./api/documents/mHRA653Sw/download)
✔ **Business Formation Documents:**	1627_Exhibit 11_Business Formation Documents.pdf (./api/document…
✔ **Business License and Authorization of Local Jurisdictions:**	1627_Exhibit 12_Business Licenses....pdf (./api/documents/TVVkdtRZ…
✔ **Business Plan:**	1627_Exhibit 13_Business Plan.pdf (./api/documents/oHYaI-1aE/dow…
✔ **Evidence of Business Relationship with other Licensees and Prospective Licensees:**	1627_Exhibit 14_Evidence of Business Relationships.pdf (./api/docum…
✔ **Coordination of Information from Registered Certifying Physicians:**	Exhibit 15_Coordination of Information from Registered Certifying Phy…
✔ **Point-of-Sale Responsibilities:**	Exhibit 16_Point-of-Sale Responsibilities.pdf (./api/documents/eq1-yY…
✔ **Confidentiality of Patient Information:**	Exhibit 17_Confidentiality of Patient Information.pdf (./api/documents/…
✔ **Money Handling and Taxes:**	Exhibit 18_Money Handling and Taxes.pdf (./api/documents/ObWJRh…
✔ **Standard Operating Plan and Procedures:**	Exhibit 19_Standard Operating Plan and Procedures.pdf (./api/docume…
✔ **Policies and Procedures Manual:**	Exhibit 20_Policies and Procedures Manual.pdf (./api/documents/3wB…

✔ **Production and Manufacturing Process:**	1627_Exhibit 21_Production and Manufacturing Process.pdf (./api/doc…
✔ **Machinery and Equipment:**	Exhibit 22_Machinery and Equipment.pdf (./api/documents/M0I9kEqa…
✔ **Receiving and Shipping Plan:**	Exhibit 23_Receiving and Shipping Plan.pdf (./api/documents/2KaSzP…
✔ **Secure Transport Vehicles:**	1627_Exhibit 24_Secure Transport Vehicles.pdf (./api/documents/bLT…
✔ **Compliance with Alabama Public Service Commission Requirements:**	Exhibit 25_Compliance with Alabama Public Service Commission Requ…
✔ **Commercial Drivers' License:**	Exhibit 26_Commercial Driver_s License.pdf (./api/documents/Sysfgei…
✔ **Fleet Summary:**	Exhibit 27_Fleet Summary.pdf (./api/documents/6zlAc0J6V/download)
✔ **Care and Maintenance of Vehicles:**	Exhibit 28_Care and Maintenance of Vehicles.pdf (./api/documents/NF…
✔ **Route Plans:**	Exhibit 29_Route Plans.pdf (./api/documents/qbPy2KwP-/download)
✔ **Plan for Segregation of Processes Within and Transportation Between Facilities:**	Exhibit 30_Plan for Segregation of Processes.pdf (./api/documents/vU…
✔ **Facilities:**	1627_Exhibit 31_Facilities.pdf (./api/documents/Q6LaZCXdK/downloa…
✔ **Engineering Plans and Specifications:**	1627_Exhibit 32_Engineering Plans and Specifications.pdf (./api/docu…
✔ **Security Plan:**	Exhibit 33_Security Plan.pdf (./api/documents/KetoulDF0/download)
✔ **Personnel:**	1627_Exhibit 34_Personnel.pdf (./api/documents/_qBMYUFXm/downl…
✔ **Business Leadership Credentials:**	Exhibit 35_Business Leadership Credentials.pdf (./api/documents/bVX…
✔ **Employee Handbook:**	Exhibit 36_Employee Handbook.pdf (./api/documents/jputRmMgP/do…
✔ **Secure Transport Drivers:**	1627_Exhibit 37_Secure Transport Drivers.pdf (./api/documents/dxSL…
✔ **Drivers' Manual:**	Exhibit 38_Driver_s Manual.pdf (./api/documents/5A8PQBxn1/downlo…
✔ **Quality Control and Quality Assurance Plan:**	Exhibit 39_Quality Control and Quality Assurance Plan.pdf (./api/docu…
✔ **Contamination and Recall Plan:**	Exhibit 40_Contamination and Recall Plan.pdf (./api/documents/rJl49…
✔ **Marketing and Advertising Plan:**	1627_Exhibit 41_Marketing and Advertising Plan.pdf (./api/documents…

✔ **Website and Social Media:**	Exhibit 42_Website and Social Media.pdf (./api/documents/mjWQUbB…
✔ **Ownership Entity Individuals (if applicable):**	Insa Alabama_ LLC_Ownership Entity Individuals.pdf (./api/documents…
✔ **Proof of Minimum Liability and Casualty Insurance:**	Proof of Minimum Liability and Casualty Insurance.pdf (./api/documen…
✔ **Affidavit - Entity Applicant:**	Insa Alabama_ LLC_Affidavit - Entity Applicant.pdf (./api/documents/3…

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.

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	3/1/23
Signature of Verifying Individual	**Verification Date**

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Insa Alabama, LLC
Business License Applicant Name

Integrated Facility
License Type

John Gregory Allen
Individual with Ownership Interest in Applicant

[redacted]'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

City | State | Zip

Date Resided From (MM/YYYY) | Date Resided To (MM/YYYY).

Residential Street Address

City | State | Zip

Date Resided From (MM/YYYY) | Date Resided To (MM/YYYY)

Residential Street Address

City | State | Zip

Date Resided From (MM/YYYY) | Date Resided To (MM/YYYY)

Residential Street Address

City State Zip

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

Residential Street Address

City State Zip

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

Residential Street Address

City State Zip

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

Residential Street Address

City State Zip

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

Residential Street Address

City State Zip

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

Education

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

Institution	City	State	Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received
Jones School of Law	Montgomery	AL	08/1979	01/1983	JD
West Georgia College	Carrollton	GA	09/1972	08/1976	BBA

Employment History

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

[redacted]

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Insa Alabama, LLC
Business License Applicant Name

Integrated Facility
License Type

Jere Locke Beasley
Individual with Ownership Interest in Applicant

[redacted]
I[redacted]l'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

City | State | Zip

Date Resided From (MM/YYYY) | Date Resided To (MM/YYYY).

Residential Street Address

City | State | Zip

Date Resided From (MM/YYYY) | Date Resided To (MM/YYYY)

Residential Street Address

City | State | Zip

Date Resided From (MM/YYYY) | Date Resided To (MM/YYYY)

Residential Street Address

City State Zip

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

Residential Street Address

City State Zip

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

Residential Street Address

City State Zip

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

Residential Street Address

City State Zip

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

Residential Street Address

City State Zip

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

Education

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

Institution	City	State
University of Alabama School of Law	Tuscaloosa	AL

Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received
01/1959	1962	LLB

Institution	City	State
Auburn University	Auburn	AL

Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received
09/1957	05/1959	BS

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.

[redacted]

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Insa Alabama, LLC	Integrated Facility
Business License Applicant Name	License Type
Peter Gallagher	[redacted]
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]

[redacted]

Residential Street Address

City | State | Zip

Date Resided From (MM/YYYY) | Date Resided To (MM/YYYY)

Residential Street Address

City | State | Zip

Date Resided From (MM/YYYY) | Date Resided To (MM/YYYY)

Residential Street Address

City | State | Zip

Date Resided From (MM/YYYY) | Date Resided To (MM/YYYY)

Residential Street Address

City | State | Zip

Date Resided From (MM/YYYY) | Date Resided To (MM/YYYY)

Education

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

Institution	City	State
University of St. Andrews	St. Andrews	Scotland

Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received
08/1999	05/2003	MA Econ & Math

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.

[redacted]

[redacted]

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Insa Alabama, LLC	Integrated Facility
Business License Applicant Name	License Type
Stephen M. Reilly	[redacted]
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

City | State | Zip

Date Resided From (MM/YYYY) | Date Resided To (MM/YYYY)

Residential Street Address

City | State | Zip

Date Resided From (MM/YYYY) | Date Resided To (MM/YYYY)

Residential Street Address

City | State | Zip

Date Resided From (MM/YYYY) | Date Resided To (MM/YYYY)

Residential Street Address

City | State | Zip

Date Resided From (MM/YYYY) | Date Resided To (MM/YYYY)

Residential Street Address

City | State | Zip

Date Resided From (MM/YYYY) | Date Resided To (MM/YYYY)

Education

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

Institution	City	State	Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received
University of Rhode Island	Kingston	RI	09/1999	05/2000	N/A
University of Massachusetts	Amherst	MA	09/2000	05/2003	BA - Finance
Western New England University	Springfield	MA	09/2003	05/2006	JD

Employment History

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

[redacted]

[redacted]

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Insa Alabama, LLC	Integrated Facility
Business License Applicant Name	License Type
Phillip C. Pouncey	[redacted]
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

City State Zip

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

Residential Street Address

City State Zip

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

Residential Street Address

City State Zip

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

Residential Street Address

City State Zip

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

Residential Street Address

City State Zip

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

Education

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

Institution	City	State
Pensacola Junior College	Pensacola	FL

Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received
08/1984	05/1986	NA

Institution	City	State
Auburn University Montgomery	Montgomery	AL

Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received
08/1986	05/1987	NA

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.

[redacted]

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Insa Alabama, LLC
Business License Applicant Name

Integrated Facility
License Type

David Herrick, M.D.
Individual with Ownership Interest in Applicant

[redacted]
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

City | State | Zip

Date Resided From (MM/YYYY) | Date Resided To (MM/YYYY).

Residential Street Address

City | State | Zip

Date Resided From (MM/YYYY) | Date Resided To (MM/YYYY)

Residential Street Address

City | State | Zip

Date Resided From (MM/YYYY) | Date Resided To (MM/YYYY)

Residential Street Address

City State Zip

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

Residential Street Address

City State Zip

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

Residential Street Address

City State Zip

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

Residential Street Address

City State Zip

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

Residential Street Address

City State Zip

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

Education

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

Institution	City	State
Auburn University	Auburn	AL

Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received
09/1980	06/1984	BS

Institution	City	State
University of AL School of Medicine	Birmingham	AL

Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received
07/1984	06/1988	MD

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.

[redacted]

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Insa Alabama, LLC
Business License Applicant Name

Integrated Facility
License Type

Kendall C. Dunson
Individual with Ownership Interest in Applicant

[redacted]
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

City | State | Zip

Date Resided From (MM/YYYY) | Date Resided To (MM/YYYY)

Residential Street Address

City | State | Zip

Date Resided From (MM/YYYY) | Date Resided To (MM/YYYY)

Residential Street Address

City State Zip

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

Residential Street Address

City State Zip

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

Residential Street Address

City State Zip

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

Residential Street Address

City State Zip

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

Residential Street Address

City State Zip

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

Education

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

Institution	City	State
University of Alabama	Tuscaloosa	AL

Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received
06/1993	05/1996	JD

Institution	City	State
University of Georgia	Athens	GA

Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received
09/1989	05/1993	Business Finance

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.

[redacted]

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Insa Alabama, LLC
Business License Applicant Name

Integrated Facility
License Type

Larry Shane Seaborn
Individual with Ownership Interest in Applicant

[redacted]
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

City | State | Zip

Date Resided From (MM/YYYY) | Date Resided To (MM/YYYY).

Residential Street Address

City | State | Zip

Date Resided From (MM/YYYY) | Date Resided To (MM/YYYY)

Residential Street Address

City | State | Zip

Date Resided From (MM/YYYY) | Date Resided To (MM/YYYY)

Residential Street Address

City State Zip

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

Residential Street Address

City State Zip

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

Residential Street Address

City State Zip

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

Residential Street Address

City State Zip

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

Residential Street Address

City State Zip

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

Education

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

Institution	City	State	Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received
Jones School of Law	Montgomery	AL	08/1996	10/1999	JD
Auburn University	Auburn	AL	08/1992	05/1995	BS
Troy State University	Troy	AL	08/1991	03/1992	N/A

Employment History

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

[redacted]

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Insa Alabama, LLC
Business License Applicant Name

Integrated Facility
License Type

Samuel E. Bone
Individual with Ownership Interest in Applicant

[redacted]
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

City | State | Zip

Date Resided From (MM/YYYY) | Date Resided To (MM/YYYY)

Residential Street Address

City | State | Zip

Date Resided From (MM/YYYY) | Date Resided To (MM/YYYY)

Residential Street Address

City State Zip

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

Residential Street Address

City State Zip

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

Residential Street Address

City State Zip

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

Residential Street Address

City State Zip

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

Residential Street Address

City State Zip

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

Education

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

Institution	City	State
Auburn University Montgomery	Montgomery	AL

Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received
06/1974	12/1978	BS

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.

[redacted]

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

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.

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	12/26/22
Signature of Verifying Individual	**Verification Date**

Summary

[redacted]

J. Gregory Allen

[redacted]

Jere L. Beasley

[redacted]

Shane Seaborn

Samuel Bone

Phillip Pouncey

David Herrick

Kendall Dunson

[redacted]

Table of Contents

Operating Agreement - Attachment to Exhibit 2

COMPANY AGREEMENT OF
INSA ALABAMA, LLC

[redacted]

FH11112709.7

[redacted]

FH11112709.7

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

.

Operating Agreement - Attachment to Exhibit 2

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Operating Agreement - Attachment to Exhibit 2

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

MEMBERS:

CLEARVIEW RANCH, LLC

By: _____
Name: J. Gray Allen
Title: Manager

_____
Peter Gallagher

_____
Steve Reilly

[Signature Page to Compnay Agreement of Insa Alabama, LLC]

FH11112709.7

Schedule A – Schedule of Members

Company Agreement
of Insa Alabama, LLC

[redacted]

A-1

FH11112709.7

Schedule B

Company Agreement
of Insa Alabama, LLC

[redacted]

FH11112709.7

Operating Agreement - Attachment to Exhibit 2

[redacted]

FH11112709.7

Operating Agreement - Attachment to Exhibit 2

[redacted]

FH11112709.7

Operating Agreement - Attachment to Exhibit 2

[redacted]

FH11112709.7

[redacted]

Operating Agreement - Attachment to Exhibit 2

[redacted]

FH11112709.7

[redacted]

Operating Agreement - Attachment to Exhibit 2

[redacted]

Entity Ownership Chart - Attachment to Exhibit 2

[redacted]

Entity Ownership Chart - Attachment to Exhibit 2

Capitalization Table of Insa Alabama, LLC

[redacted]	[redacted]	
[redacted]	[redacted]	
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

Entity Ownership Chart - Attachment to Exhibit 2

Entities Directly Involved in the Cannabis Industry

[redacted]

[redacted]

- [redacted]

[redacted]

- [redacted]

[redacted]

- [redacted]

[redacted]

- [redacted]

[redacted]

- [redacted]

J. Gregory Allen – Proof of Residency Documentation

[redacted]

[redacted]

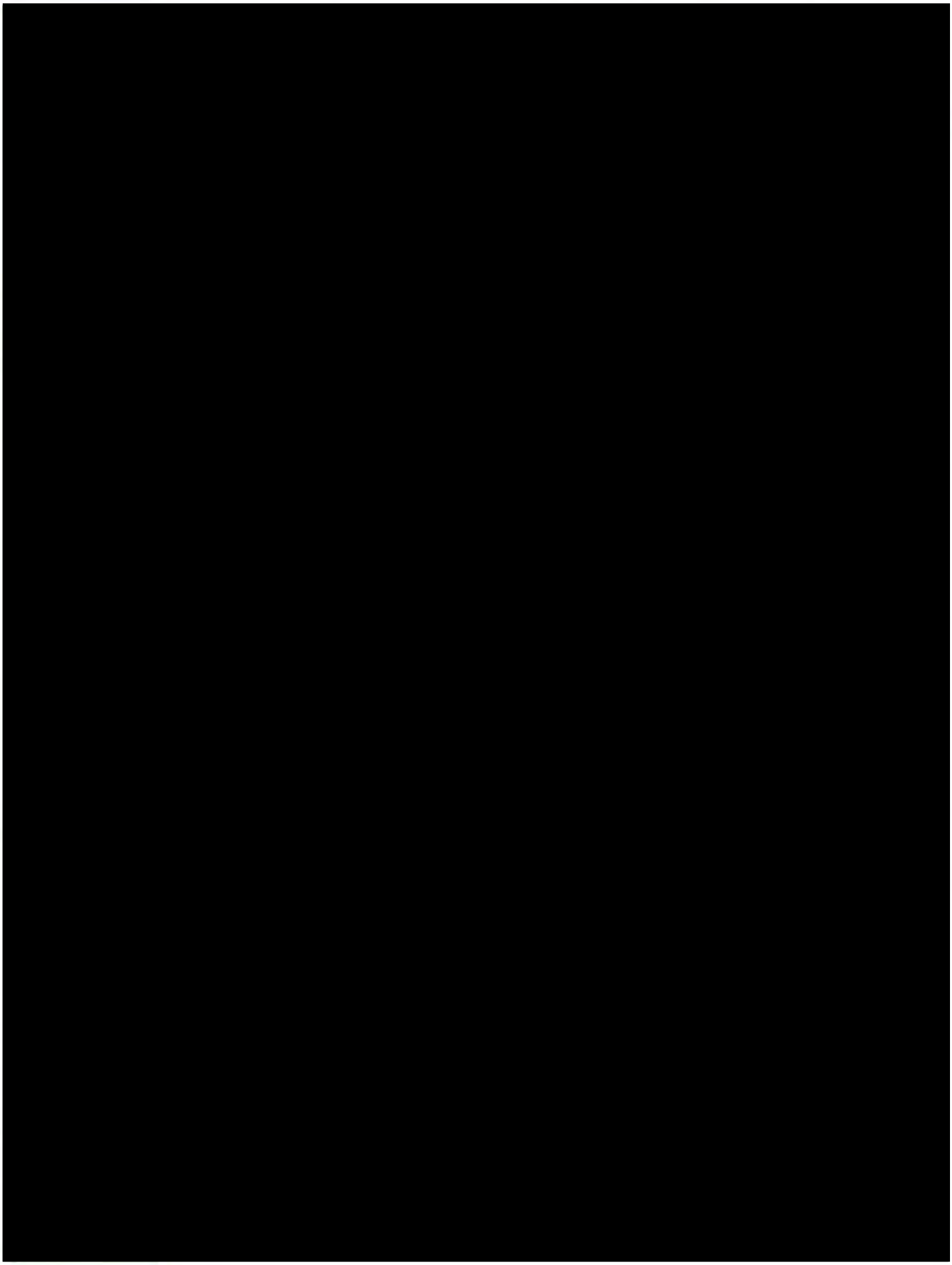
[redacted]

[redacted]

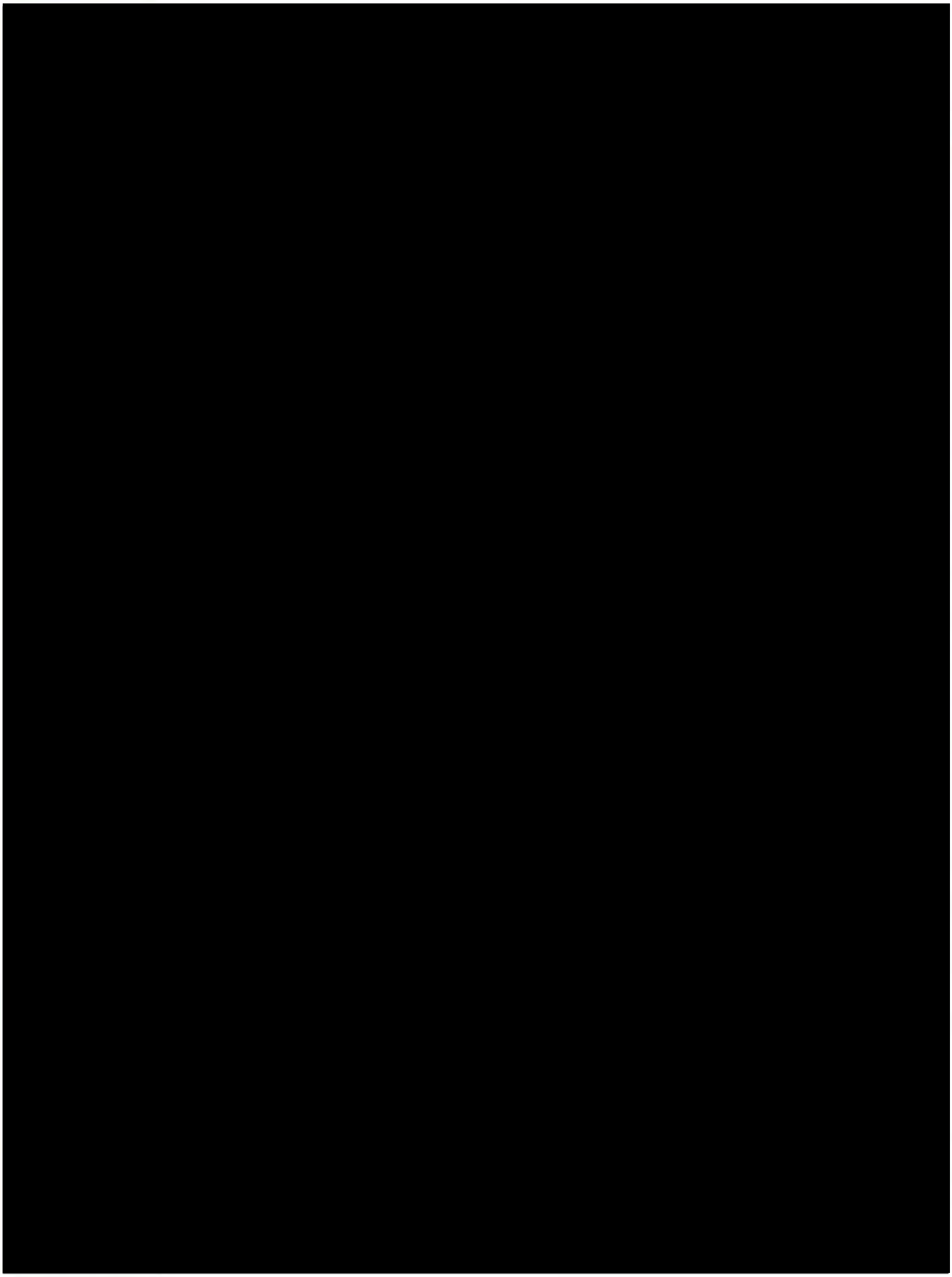
[redacted]

[redacted]

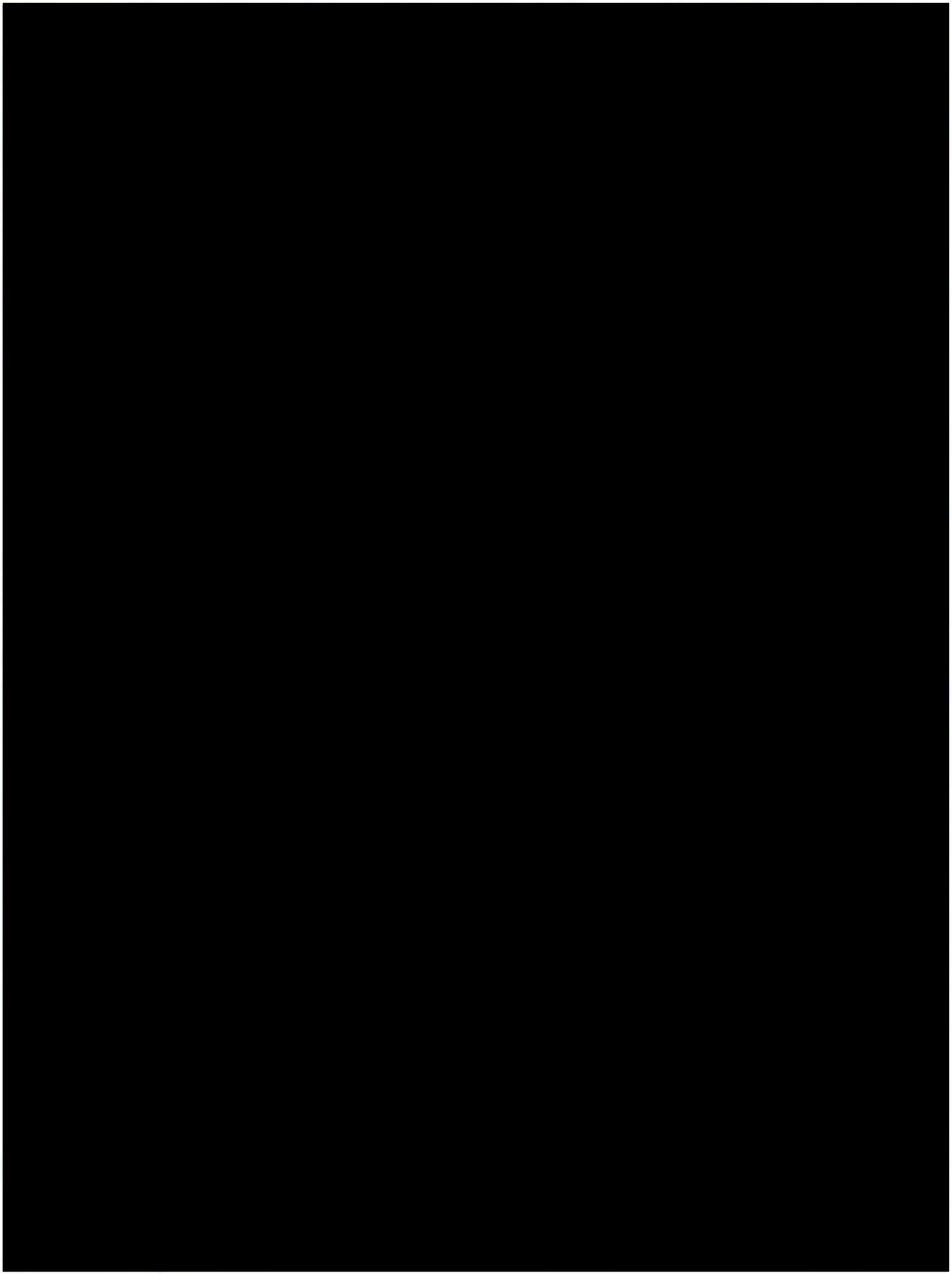
[redacted]

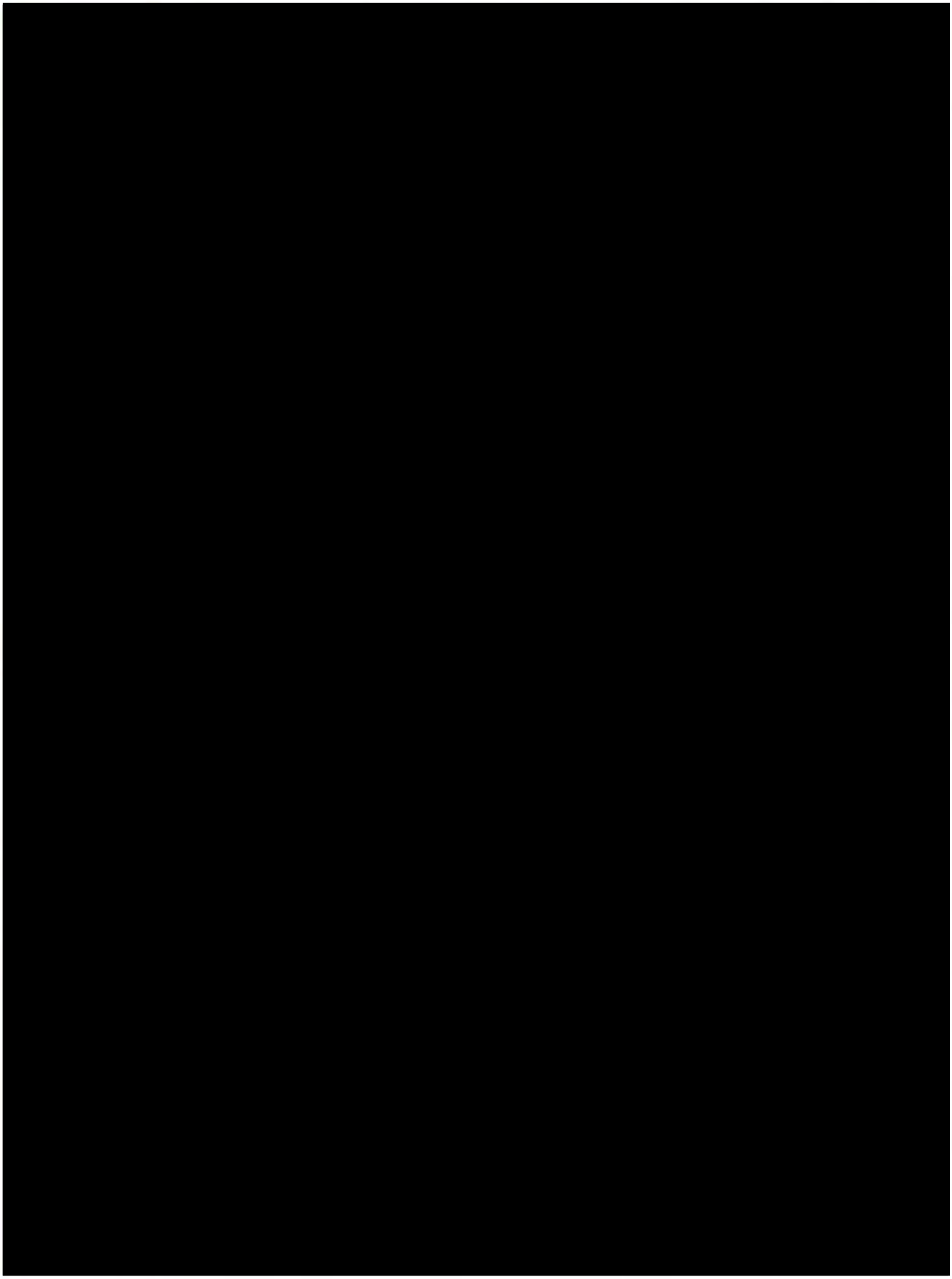


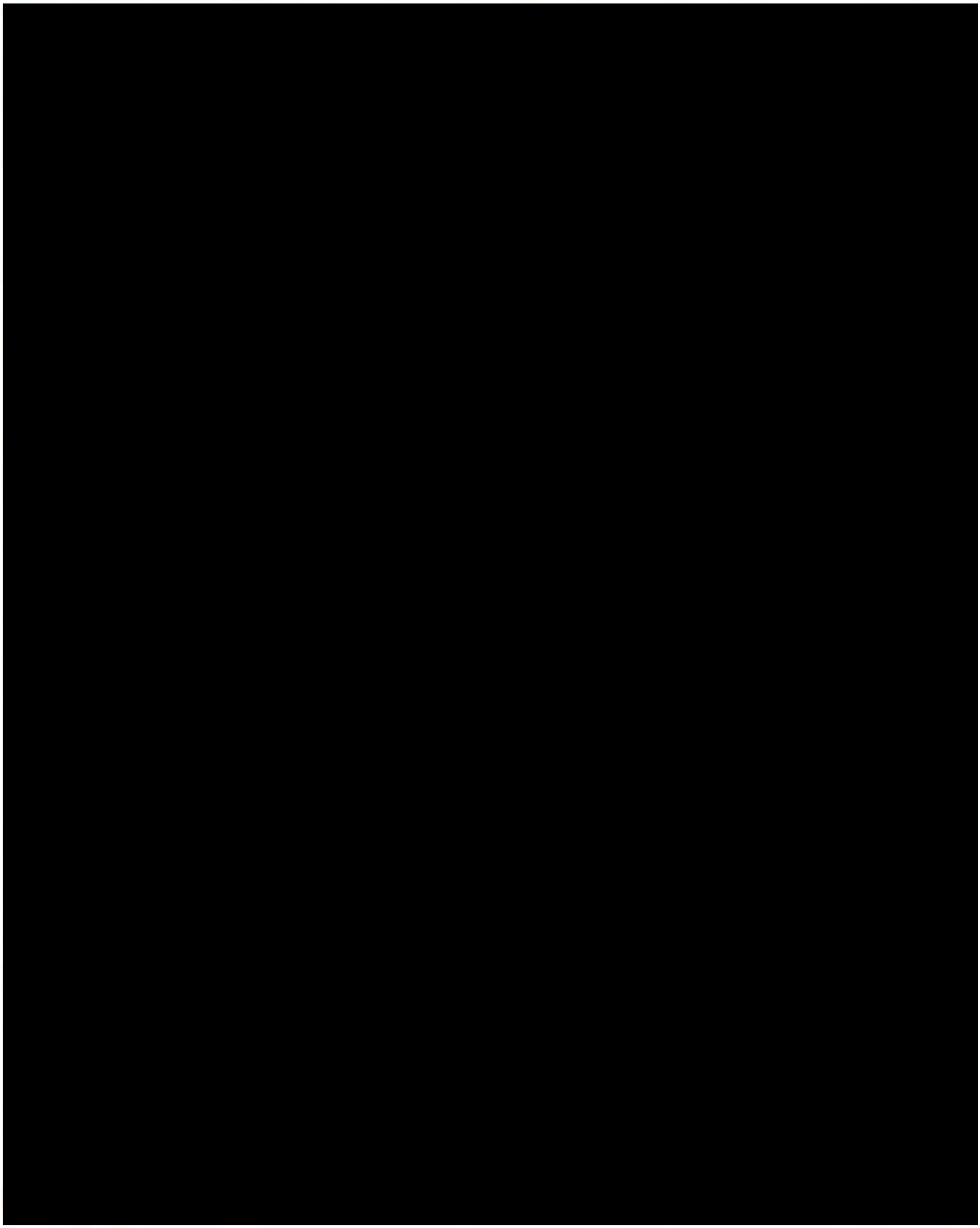
[redacted]



[redacted]







[redacted]

Jere L. Beasley – Proof of Residency Documentation

[redacted]

[redacted]

[redacted]

[redacted]

L. Shane Seaborn – Proof of Residency Documentation

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Samuel Bone – Proof of Residency Documentation

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Phillip Pouncey – Proof of Residency Documentation

Proof of Residency Documents - Attachment to Exhibit 2

[redacted]

Proof of Residency Documents - Attachment to Exhibit 2

[redacted]

[redacted]

[redacted]

.

DocuSign by:

7/29/2021

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

David Herrick – Proof of Residency Documentation

[redacted]

[redacted]

[redacted]

[redacted]

Kendall Dunson – Proof of Residency Documentation

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Exhibit 3 – Commercial Horticulture or Agronomic Production Experience

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	12/26/22
Signature of Verifying Individual	**Verification Date**

Under **Ala. Code. § 20-2A-55(11)**, the Applicant, Insa Alabama, LLC, provides the following explanation and documents setting forth that a majority of its ownership is attributable to an entity with cumulative business experience in the field of commercial horticulture or agronomic production for a period of at least 15 years. [redacted] directly owns 51% of the membership interest in Applicant, as shown in the Applicant's Operating Agreement (identified as "Operating Agreement – Attachment to Exhibit 3) and the Applicant's Entity Ownership Chart (identified as "Entity Ownership Chart – Attachment to Exhibit 3). [redacted] owns and uses farmland known as [redacted] for [redacted]. The following is summary of each record (identified as "Documentation of Agricultural Experience – Attachment to Exhibit 3), which is provided as proof that that [redacted] has cumulative business experience in the field of commercial horticulture or agronomic production for a period of at least 15 years.

1. Report of Commodities – Farm and Tract Data Listing as maintained by the United State Department of Agriculture for the years from [redacted]. These reports were obtained from the United States Department of Agriculture (USDA) for the operations of [redacted], Alabama. [redacted] by the USDA. The reports show for each of the following years, the operator, the tract of land, the producer, the crop and the acreage cultivated:

Year	Operator	Tract	Producer	Crop	Acres cultivated
2008	[redacted]	[redacted] [redacted]	[redacted] [redacted]	[redacted] [redacted]	1200 138.60
2009	[redacted]	[redacted] [redacted]	[redacted] [redacted]	[redacted]	1338.60
2010	[redacted]	[redacted] [redacted]	[redacted] [redacted]	[redacted] [redacted]	477.74 204.76

		[redacted]		[redacted]	480.50
		[redacted]		[redacted]	161.90
2011	[redacted]	[redacted]	[redacted]	[redacted]	477.74
		[redacted]	[redacted]	[redacted]	204.76
		[redacted]		[redacted]	480.50
		[redacted]		[redacted]	161.90
2012	[redacted]	[redacted]	[redacted]	[redacted]	322.50
		[redacted]	[redacted]	[redacted]	360
		[redacted]		[redacted]	340.50
		[redacted]		[redacted]	25.93
		[redacted]		[redacted]	5.97
		[redacted]		[redacted]	270
2013	[redacted]	[redacted]	[redacted]	[redacted]	183.43
		[redacted]	[redacted]	[redacted]	137.51
		[redacted]		[redacted]	360
		[redacted]		[redacted]	373.51
		[redacted]		[redacted]	243
		[redacted]		[redacted]	25.93
2014	[redacted]	[redacted]	[redacted]	[redacted]	183.43
		[redacted]	[redacted]	[redacted]	137.51
		[redacted]		[redacted]	360
		[redacted]		[redacted]	373.51
		[redacted]		[redacted]	243
		[redacted]		[redacted]	25.93
2015	[redacted]	[redacted]	[redacted]	[redacted]	12.19
		[redacted]	[redacted]	[redacted]	279.70
		[redacted]	[redacted]	[redacted]	278.80
		[redacted]		[redacted]	0.96
		[redacted]		[redacted]	53.74
		[redacted]		[redacted]	298.99

2016	[redacted]	[redacted]	[redacted]	[redacted]	79.10
		[redacted]	[redacted]	[redacted]	393.10
		[redacted]		[redacted]	92.60
		[redacted]		[redacted]	5.89
		[redacted]		[redacted]	23.33
		[redacted]		[redacted]	170.96
		[redacted]		[redacted]	185
2017	[redacted]	[redacted]	[redacted]	[redacted]	34.20
		[redacted]	[redacted]	[redacted]	341.88
		[redacted]	[redacted]	[redacted]	165.70
		[redacted]		[redacted]	18.23
		[redacted]		[redacted]	132.40
		[redacted]		[redacted]	241.90
2018	[redacted]	[redacted]	[redacted]	[redacted]	18.35
		[redacted]	[redacted]	[redacted]	132.36
		[redacted]	[redacted]	[redacted]	294.50
		[redacted]		[redacted]	15.78
		[redacted]		[redacted]	214.29
2019	[redacted]	[redacted]	[redacted]	[redacted]	313.74
		[redacted]	[redacted]	[redacted]	183.93
		[redacted]	[redacted]	[redacted]	157.23
2020	[redacted]	[redacted]	[redacted]	[redacted]	475.48
		[redacted]	[redacted]	[redacted]	377.75
			[redacted]		
2021	[redacted]	[redacted]	[redacted]	[redacted]	501.70
		[redacted]	[redacted]	[redacted]	373.50
			[redacted]		

2. Tax Assessment records as maintained by the Revenue Commissioner for [redacted] County Alabama for the years 2007 to 2022 for real property assessed to [redacted] The real property was assessed as Class 3 property which includes the use of "farming."
3. Tax Assessment records as maintained by the Revenue Commissioner for [redacted] County Alabama for the years 2016 to 2022. The real property was assessed as Class 3 property which includes the use of "farming."
4. Attorney opinion letter re Tax Assessments.
5. Lease Agreement between [redacted], as Lessor, and [redacted], Lessee, dated [redacted] for the tillage of at least 1000 acres of [redacted].
6. Lease Agreement between [redacted] as Lessor, and [redacted] as Lessee, on a month-to-month basis beginning [redacted], for use of the property in [redacted] including the growing [redacted].
7. Lease Agreement between [redacted] as Lessor, and [redacted] as Lessee, for a term of [redacted] beginning [redacted], for use of the property in [redacted] which including the growing of [redacted].
8. Lease Agreement between [redacted], as Lessor, and [redacted], as lessee for a term of [redacted] beginning [redacted].
9. Lease Agreement between [redacted], as Lessor, and [redacted] as Lessee, dated [redacted], for a term of [redacted] and for use of the land to [redacted]
10. Affidavit of [redacted] stating that during the years [redacted] he harvested [redacted] on [redacted].
11. Affidavit of [redacted], owner of [redacted], stating that between the years of [redacted] he operated a [redacted] on the land [redacted]

12. Affidavit of [redacted] stating that between the years [redacted] he was involved in a [redacted] on the lands [redacted] [redacted].

Table of Contents

COMPANY AGREEMENT OF INSA ALABAMA, LLC

This Company Agreement (the "Agreement") of Insa Alabama, LLC, an Alabama limited liability company (the "Company") is effective as the Effective Date (as defined below), by and among the persons identified as Members on Schedule A attached hereto.

WHEREAS, the Company was organized on September 12, 2022 (the "Effective Date"), with such formation being made pursuant to the Alabama Limited Liability Company Law of 2014, Section 10A-5A-1.01 et seq., Code of Alabama, 1975, as amended from time to time (the "Act"), by filing a Certificate of Formation of the Company with the office of the Secretary of State of the State of Alabama (as it may be amended at any time and from time to time, the "Certificate of Formation");

WHEREAS, it is intended that the Company be treated as a partnership for federal and state income tax purposes.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

ARTICLE 1.
DEFINED TERMS

Section 1.1 Definitions.

As used herein, the following terms shall have the following meanings:

Acceptance Period: the meaning set forth in Section 8.6(b).

Act: the meaning set forth in the recitals of this Agreement.

Adjusted Capital Account Balance: the meaning set forth in Section 1 of Schedule B.

Adjusted Taxable Profit and Adjusted Taxable Loss: the meaning set forth in Section 1 of Schedule B.

Adverse Suitability Determination: with respect to a Person, a recommendation or determination by a Cannabis Regulatory Body that such Person, its Affiliates, or any of such Person's or its Affiliates' respective Representatives is not suitable for licensure in connection with a cannabis business in the State of Alabama pursuant to the AL Cannabis Act, and any regulations, policies, notifications, or approvals of the Alabama Medical Cannabis Commission or any other provision of law.

Affiliate: with respect to any Person, any Person that controls, is controlled by or is under common control with such Person.

Agreement: this Company Agreement, as amended, modified, supplemented or restated from time to time.

AL Cannabis Act: An Act Relating to the Medical Use of Cannabis (SB46), codified as the Darren Wesley "Ato" Hall Compassion Act, Section 20-2A-1 et seq., Code of Alabama 1975, as amended from time to time.

Assignee: any Person who acquires a Membership Interest, or any part thereof, in accordance with Section 8.1 and Section 8.2, and any Person who, notwithstanding the provisions of Section 8.1, acquires a Membership Interest from any Member by involuntary transfer of such Membership Interest.

Board: the meaning set forth in Section 4.1(a).

Book Item: the meaning set forth in Section 5(a) of Schedule B.

Cannabis Regulatory Body: any regulatory body in Alabama that regulates cannabis businesses, any municipality that regulates cannabis businesses, any other governmental body that regulates cannabis businesses, or the staff of such regulatory or governmental bodies, including but not limited to the Alabama Medical Cannabis Commission.

Capital Account: the meaning set forth in Section 2 of Schedule B.

Capital Contribution: as to each Member, the aggregate amount of cash and the fair market value (as determined by Manager Approval) of property other than cash contributed to the Company by such Member.

Certificate of Formation: the meaning set forth in the recitals of this Agreement.

Change of Control: (i) a sale of the Company, whether by merger, consolidation or otherwise, (ii) a sale of a majority of the Membership Interests by the Members, or (iii) the sale, lease, transfer, exclusive license or other disposition by the Company of all or substantially all the assets of the Company.

Company: the meaning set forth in the first paragraph of this Agreement.

Company Agreement: means this Agreement and the provisions of the Act not in conflict herewith.

Company Minimum Gain: the meaning set forth in Section 1 of Schedule B.

Covered Person: the meaning set forth in Section 12.2(a).

Depreciation: the meaning set forth in Section 1 of Schedule B.

Distributable Cash: as of any particular time and as determined by Manager Approval, all cash, revenues, and funds received by the Company from any source whatsoever

less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders (which may include Members); (ii) all cash expenditures incurred incident to the normal operation of the Company's business as determined by Manager Approval; and (iii) such reserves deemed appropriate, as determined by Manager Approval, for the proper operation of the Company's business after taking into account the foregoing items.

[redacted]

Effective Date: the meaning set forth in the preamble.

Excess Capital Contribution: with respect to each Member, the amount by which the Capital Contribution of such Member exceeds the aggregate amount such Member would have made as capital contributions to the Company had the Member only made capital contributions in proportion to its Percentage Interest.

Fiscal Year: the meaning set forth in Section 2.5.

[redacted]

Gross Asset Value: the meaning set forth in Section 1 of Schedule B.

Internal Revenue Code: the meaning set forth in Section 1 of Schedule B.

Liquidating Agent: the meaning set forth in Section 10.1(a).

Manager: the initial Managers, and each other Person who may be designated or elected from time to time by the Members in accordance with Section 4.1 to serve as a Manager hereunder, in each case, as long as such person shall serve, and in such person's capacity, as a Manager hereunder.

Manager Approval: approval by the Managers then in office, given pursuant to the terms and subject to the conditions of Section 4.3.

Member: any Person named as a member of the Company on Schedule A hereto as of the date hereof and any Person admitted as an additional Member or as a Substitute Member pursuant to the provisions of this Agreement, in such Person's capacity as a member of the Company.

Member Approval: written approval by the Members holding at least two-thirds (2/3rds) of the Percentage Interests as reflected on Schedule A hereof at the time of such determination.

Member Nonrecourse Debt: the meaning set forth in Section 1 of Schedule B.

Member Nonrecourse Debt Minimum Gain: the meaning set forth in Section 1 of Schedule B.

Member Tax Amount: the meaning set forth in Section 6.4.

Membership Interest: a Member's share of the Adjusted Taxable Profit and Adjusted Taxable Loss of the Company and a Member's right to receive distributions of the Company's assets, reflected with respect to such Member by such Member's Percentage Interest and in each case subject to the terms and conditions of this Agreement, such meaning being the same as the meaning given for "limited liability company interest" in the Act.

Nonrecourse Deductions: the meaning set forth in Section 1 of Schedule B.

Nonrecourse Liability: the meaning set forth in Section 1 of Schedule B.

Offered Securities: the meaning set forth in Section 8.6(a).

Partnership Tax Audit Rules: the meaning set forth in Section 1 of Schedule B.

Percentage Interest: for each Member, the Percentage Interest set forth on Schedule A hereto as of the date hereof and as modified from time to time pursuant to the provisions of this Agreement.

Person: shall include any corporation, association, joint venture, partnership, limited partnership, limited liability company, business trust, institution, foundation, pool, plan, government or political subdivision thereof, government agency, trust or other entity or organization or a natural person.

Preferred Return: means, with respect to each Member, a five percent (5%) per annum (compounding annually) return on the amount of such Member's Unreturned Excess Capital Contribution, which shall begin to accrue with respect to any portion of such Unreturned Excess Capital Contribution from the date such Member made the applicable portion of such Member's Excess Capital Contribution to the Company.

Proposed Transferee: the meaning set forth in Section 8.6(a).

Representative: means, with respect to a Person, such Person's officers, directors, employees, members, managers, equity holders, agents, consultants, advisors and representatives.

Repurchase Interest: the meaning set forth in Section 8.9.

Repurchase Member: the meaning set forth in Section 8.9.

Repurchase Price: the meaning set forth in Section 8.9.

Repurchase Trigger Event: the meaning set forth in Section 8.9(a).

Right of Co-Sale: the meaning set forth in Section 8.7(a).

Right of First Refusal: means the right, but not the obligation, of RG, or its successors or assigns, to purchase some or all of the Offered Securities with respect to a proposed Transfer by the Alabama Partner.

Securities Act: the United States Securities Act of 1933, as amended.

Selling Member: the meaning set forth in Section 8.6(a).

Substitute Member: an Assignee of all or any portion of the Membership Interest of a Member, which Assignee is admitted as a Member of the Company pursuant to Article 8.

Tax Distributions: the meaning set forth in Section 6.3(d).

Tax Liability: with respect to any Member and any Fiscal Year of the Company, an amount, as determined by Manager Approval, equal to the product of the Tax Rate multiplied by the amount of taxable income of the Company allocated to such Member for United States federal income tax purposes in the Company's tax return filed or to be filed with respect to such Fiscal Year.

Tax Matters Person: the meaning set forth in Section 6(a) of Schedule B.

Tax Rate: with respect to any Fiscal Year of the Company, a single assumed combined United States federal, state and local income tax rate, as determined by Manager Approval. In exercising their discretion in determining the Tax Rate, the Managers may, but are not required to, take into account such factors as they choose in their sole discretion, including an assumed tax status (such as individual or corporation), assumed locality of residence of the Members, the different tax rates that may be in effect for different types of income, and any applicable United States federal deduction for state income taxes.

Transfer: means any assignment, sale, offer to sell, pledge, mortgage, hypothecation, encumbrance, disposition of or any other like transfers or encumbering of any Membership Interest (or any interest therein) by any of the Members.

Transfer Notice: the meaning set forth in Section 8.6(a).

Treasury Regulations: the meaning set forth in Section 1 of Schedule B.

Unpaid Preferred Return: the Preferred Return of a Member reduced by the aggregate cumulative amount of distributions previously received by such Member pursuant to

Section 6.3(c)(i) (including, for the avoidance of doubt, any distributions pursuant to Section 10.2 or Section 6.3(d) to the extent made in accordance with Section 6.3(c)(i)).

Unreturned Excess Capital Contribution: the Excess Capital Contribution of a Member reduced by the aggregate cumulative amount of distributions previously received by such Member pursuant to Section 6.3(c)(ii) (including, for the avoidance of doubt, any distributions pursuant to Section 10.2 or Section 6.3(d) to the extent made in accordance with Section 6.3(c)(ii)).

ARTICLE 2.
GENERAL PROVISIONS

Section 2.1 Organization; Continuation of the Company.

The Company has been formed by the filing of its Certificate of Formation with the Secretary of State of the State of Alabama pursuant to the Act. [redacted] The Members hereby agree to continue the Company as a limited liability company under and pursuant to the provisions of the Act and agree that the rights, duties and liabilities of the Members shall be as provided in the Act, except as otherwise expressly provided herein.

Section 2.2 Company Name.

(a) The name of the Company is "Insa Alabama, LLC". All business of the Company shall be conducted under the Company name. The Managers shall promptly execute, file and record such certificates as are required by any applicable limited liability company act, fictitious name act or similar statute.

(b) The Company shall at all times have all rights in and to the Company name. The Company may use the Company name or any portion thereof in connection with any other partnership, limited liability company or business activity entered into by the Company. Upon the dissolution of the Company pursuant to the provisions of Article 10 or otherwise, except as otherwise expressly provided herein or by applicable law, or by Manager Approval, no further business shall be done in the Company name except for the completion of any transactions in process and the taking of such action as shall be necessary for the performance and discharge of the obligations of the Company, the winding up and liquidation of its affairs and the distribution of its assets.

Section 2.3 Place of Business; Agent for Service of Process.

(a) The principal place of business of the Company shall be such location as determined from time to time by Manager Approval. [redacted]

(b) [redacted]

Section 2.4 Purposes and Powers of the Company.

(a) The purpose of the Company is to engage in cannabis activities; any and all activities necessary, advisable or incidental thereto, to the extent permitted and in accordance with Alabama law; and any other lawful business, purpose or activity for which limited liability companies may be formed under the Act.

(b)

[redacted]

Section 2.5 Fiscal Year.

The "Fiscal Year" of the Company shall be the tax year of the Company and shall initially be the calendar year, or such other Fiscal Year as may be designated by Manager Approval and permitted by the Internal Revenue Code.

ARTICLE 3.
GENERAL PROVISIONS

Section 3.1 Members.

[redacted]

Section 3.2 Membership Interests Generally.

(a) [redacted]

[redacted]

Section 3.3 Voting and Management Rights.

[redacted]

Section 3.4 Liability of Members.

[redacted]

[redacted]

Section 3.5 **No Right to Division of Assets.**

[redacted]

Section 3.6 **Member's Investment.**

[redacted]

Section 3.7 **Expenses.**

[redacted]

ARTICLE 4.
MANAGEMENT OF THE COMPANY

Section 4.1 Managers.

[redacted]

[redacted]

Section 4.2 Manager Voting Rights; Meetings; Quorum.

[redacted]

[redacted]

Section 4.3 Actions of the Managers.

[redacted]

Section 4.4 Manager as Agent.

[redacted]

Section 4.5 Officers and other Agents.

[redacted]

Section 4.6 Powers of the Managers.

[redacted]

[redacted]

Section 4.7 Certain Actions Requiring Approval of the RG Manager

[redacted]

[redacted]

[redacted]

Section 4.8 Reliance by Third Parties.

[redacted]

Section 4.9 Reimbursement.

[redacted]

ARTICLE 5.
CAPITAL CONTRIBUTIONS

[redacted]

ARTICLE 6.
CAPITAL ACCOUNTS; ALLOCATIONS; DISTRIBUTIONS

Section 6.1 Capital Accounts.

[redacted]

Section 6.2 Allocations.

[redacted]

Section 6.3 Distributions.

[redacted]

Section 6.4 Withholding; Tax Documentation.

[redacted]

ARTICLE 7.
ISSUANCE OF ADDITIONAL MEMBERSHIP INTERESTS; ADMISSION OF ADDITIONAL MEMBERS

Section 7.1 Additional Issuances; Additional Members.

[redacted]

[redacted]

ARTICLE 8.
TRANSFER OF MEMBERSHIP INTERESTS; LEGAL REPRESENTATIVES

Section 8.1 Assignability of Interests; Substitute Members.

[redacted]

[redacted]

Section 8.2 Additional Requirements.

[redacted]

Section 8.3 Distributions as Between Assignor and Assignee.

[redacted]

Section 8.4 Deemed Agreement.

[redacted]

[redacted]

Section 8.5 Transfer of Capital Accounts.

[redacted]

Section 8.6 Right of First Refusal.

[redacted]

[redacted]

Section 8.7 Co-Sale Rights.

[redacted]

Section 8.8 Option to Purchase.

[redacted]

Section 8.9 Company Right of Repurchase.

[redacted]

[redacted]

[redacted]

[redacted]

ARTICLE 9.
DURATION OF THE COMPANY

Section 9.1 Duration.

[redacted]

ARTICLE 10.
LIQUIDATION OF THE COMPANY

Section 10.1 General.

[redacted]

[redacted]

Section 10.2 Final Allocations and Distributions.

[redacted]

ARTICLE 11.

[redacted]

Section 11.1 General.

[redacted]

[redacted]

ARTICLE 12.
DUTIES, EXCULPATION AND INDEMNIFICATION

Section 12.1 Duties of Manager, Tax Matters Person and Liquidating Agent.

[redacted]

Section 12.2 Exculpation; Liability of Covered Persons.

[redacted]

[redacted]

Section 12.3 Indemnification of Covered Persons.

[redacted]

[redacted]

Section 12.4 Interested Transactions.

[redacted]

ARTICLE 13.
MISCELLANEOUS PROVISIONS

Section 13.1 Books and Accounts; Confidentiality.

[redacted]

[redacted]

Section 13.2 Survival of Rights and Remedies.

[redacted]

Section 13.3 Notices.

[redacted]

Section 13.4 Waivers; Amendments.

[redacted]

Section 13.5 Applicable Law; Jurisdiction; Damages.

[redacted]

[redacted]

[redacted]

Section 13.9 Construction.

[redacted]

[redacted]

Section 13.10 Binding Effect.

[redacted]

Section 13.11 Severability.

[redacted]

Section 13.12 Entire Agreement.

[redacted]

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

MEMBERS:

[redacted]

[Signature Page to Compnay Agreement of Insa Alabama, LLC]

FH11112709.7

Operating Agreement - Attachment to Exhibit 3

[redacted]

Schedule B

Company Agreement
of Insa Alabama, LLC

[redacted]

1. Defined Terms. For purposes of this *Schedule B* and this Agreement, the following capitalized terms have the respective meanings ascribed to them:

[redacted]

FH11112709.7

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Operating Agreement - Attachment to Exhibit 3

[redacted]

Entity Ownership Chart - Attachment to Exhibit 3

Entity Organizational Chart for Insa Alabama, LLC

[redacted]

Entity Ownership Chart - Attachment to Exhibit 3

[redacted]

Entity Ownership Chart - Attachment to Exhibit 3

[redacted]

Documentation of Agricultural Experience - Attachment to Exhibit 3

[redacted]

FSA - 578 (09-13-16)

[redacted]

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

[redacted]

DATE: 12/05/2022
PAGE: 1

Operator Name and Address

[redacted]

Original: _____
Revision: _____
Cropland: 1,338.60
Farmland: 1,479.00

Tract Number	CLU/ Field	Crop/ Commodity	Var/ Type	Int Use	Irr. Pr.	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/ Measured	Planting Date	End Date
[redacted]														

Photo Number/Legal Descriptio[redacted]
Cropland: 1,338.60 Reported on Cropland: 1,338.60 Difference: 0.00 Reported on Non-Cropland: 0.00

[redacted]

FSA - 578 (09-13-16)

[redacted]

Operator Name and Address

[redacted]

REPORT OF COMMODITIES
FARM SUMMARY

[redacted]

DATE: 12/05/2022
PAGE: 2

Original: _____
Revision: _____
Cropland: 1,338.60
Farmland: 1,479.00

NOTE: The authority for collecting the following information is Pub.L 107-76. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The data will be used to determine eligibility for assistance. Furnishing the data is voluntary, however, without it assistance cannot be provided. The data may be furnished to any agency responsible for enforcing the provisions of the Act.

Crop/ Commodity	Variety/ Type	Share	Crop/ Commodity	Variety/ Type	Share	Crop/ Commodity	Variety/ Type	Share	Crop/ Commodity	Variety/ Type	Share
[redacted]											

OPERATOR'S CERTIFICATION: I certify to the best of my knowledge and belief that the acreage of crops and land uses listed herein are true and correct, and that all required crops and land uses have been reported for the farm as applicable. The signing of this form gives FSA representatives authorization to enter and inspect crops and land uses on the above identified land.

Operator's Signature (By)	Title/Relationship of Individual Signing in the Representative Capacity	Date

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, national origin, sex, age, marital status, or disability.

Documentation of Agricultural Experience - Attachment to Exhibit 3

[redacted]

FSA - 578 (09-13-16)

[redacted]

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

[redacted]

DATE: 12/05/2022
PAGE: 1

Operator Name and Address

[redacted]

Original: _____
Revision: _____
Cropland: 1,338.60
Farmland: 1,479.00

Tract Number	CLU/ Field	Crop/ Commodity	Var/ Type	Int Use	Irr. Pr.	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/ Measured	Planting Date	End Date

[redacted]

Cropland: 1,338.60 Reported on Cropland: 1,338.60 Difference: 0.00 Reported on Non-Cropland: 0.00

[redacted]

FSA - 578 (09-13-16)

[redacted]

Operator Name and Address

[redacted]

REPORT OF COMMODITIES
FARM SUMMARY

[redacted]

DATE: 12/05/2022
PAGE: 2

Original: _____
Revision: _____
Cropland: 1,338.60
Farmland: 1,479.00

NOTE: The authority for collecting the following information is Pub.L 107-76. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The data will be used to determine eligibility for assistance. Furnishing the data is voluntary, however, without it assistance cannot be provided. The data may be furnished to any agency responsible for enforcing the provisions of the Act.

Crop/ Commodity	Variety/ Type	Share	Crop/ Commodity	Variety/ Type	Share	Crop/ Commodity	Variety/ Type	Share	Crop/ Commodity	Variety/ Type	Share
[redacted]											

OPERATOR'S CERTIFICATION: I certify to the best of my knowledge and belief that the acreage of crops and land uses listed herein are true and correct, and that all required crops and land uses have been reported for the farm as applicable. The signing of this form gives FSA representatives authorization to enter and inspect crops and land uses on the above identified land.

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Documentation of Agricultural Experience - Attachment to Exhibit 3

[redacted]

FSA - 578 (09-13-16)

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

[redacted]

DATE: 12/05/2022
PAGE: 1

[redacted]

Operator Name and Address

[redacted]

Original: _____
Revision: _____
Cropland: 1,324.90
Farmland: 1,479.00

Tract Number	CLU/ Field	Crop/ Commodity	Var/ Type	Int Use	Irr. Pr.	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/ Measured	Planting Date	End Date

[redacted]

Cropland: 682.50 Reported on Cropland: 682.50 Difference: 0.00 Reported on Non-Cropland: 0.00

[redacted]

Documentation of Agricultural Experience - Attachment to Exhibit 3

[redacted]

FSA - 578 (09-13-16)

[redacted]

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

[redacted]

DATE: 12/05/2022
PAGE: 2

Tract Number	CLU/ Field	Crop/ Commodity	Var/ Type	Int Use	Irr. Pr.	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/ Measured	Planting Date	End Date

[redacted]

Cropland: 642.40 Reported on Cropland: 642.40 Difference: 0.00 Reported on Non-Cropland: 0.00

Documentation of Agricultural Experience - Attachment to Exhibit 3

[redacted]

FSA - 578 (09-13-16)

[redacted]

Operator Name and Address

[redacted]

REPORT OF COMMODITIES
FARM SUMMARY

[redacted]

DATE: 12/05/2022
PAGE: 3

Original: _____
Revision: _____
Cropland: 1,324.90
Farmland: 1,479.00

NOTE: The authority for collecting the following information is Pub.L 107-76. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The data will be used to determine eligibility for assistance. Furnishing the data is voluntary, however, without it assistance cannot be provided. The data may be furnished to any agency responsible for enforcing the provisions of the Act.

Crop/ Commodity	Variety/ Type	Share	Crop/ Commodity	Variety/ Type	Share	Crop/ Commodity	Variety/ Type	Share	Crop/ Commodity	Variety/ Type	Share
[redacted]											

OPERATOR'S CERTIFICATION: I certify to the best of my knowledge and belief that the acreage of crops and land uses listed herein are true and correct, and that all required crops and land uses have been reported for the farm as applicable. The signing of this form gives FSA representatives authorization to enter and inspect crops and land uses on the above identified land.

Operator's Signature (By)	Title/Relationship of Individual Signing in the Representative Capacity	Date

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, national origin, sex, age, marital status, or disability.

Documentation of Agricultural Experience - Attachment to Exhibit 3

[redacted]

FSA - 578 (09-13-16)

[redacted]

Operator Name and Address

[redacted]

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

[redacted]

DATE: 12/05/2022
PAGE: 1

Original: _____
Revision: _____
Cropland: 1,324.90
Farmland: 1,479.00

Tract Number	CLU/ Field	Crop/ Commodity	Var/ Type	Int Use	Act Use	Irr. Pr.	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/ Measured	Planting Date	Planting Period	End Date

[redacted]

Cropland: 682.50 Reported on Cropland: 682.50 Difference: 0.00 Reported on Non-Cropland: 0.00

[redacted]

Documentation of Agricultural Experience - Attachment to Exhibit 3

[redacted]

FSA - 578 (09-13-16)

[redacted]

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

[redacted]

DATE: 12/05/2022
PAGE: 2

Tract Number	CLU/ Field	Crop/ Commodity	Var/ Type	Int Use	Act Use	Irr. Pr.	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/ Measured	Planting Date	Planting Period	End Date
[redacted]																

Cropland: 642.40 Reported on Cropland: 642.40 Difference: 0.00 Reported on Non-Cropland: 0.00

Documentation of Agricultural Experience - Attachment to Exhibit 3

[redacted]

FSA - 578 (09-13-16)

[redacted]

Operator Name and Address

[redacted]

REPORT OF COMMODITIES
FARM SUMMARY

[redacted]

DATE: 12/05/2022
PAGE: 3

Original: _____
Revision: _____
Cropland: 1,324.90
Farmland: 1,479.00

NOTE: The authority for collecting the following information is Pub.L 107-76. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The data will be used to determine eligibility for assistance. Furnishing the data is voluntary, however, without it assistance cannot be provided. The data may be furnished to any agency responsible for enforcing the provisions of the Act.

Crop/ Commodity	Variety/ Type	Share	Crop/ Commodity	Variety/ Type	Share	Crop/ Commodity	Variety/ Type	Share	Crop/ Commodity	Variety/ Type	Share
[redacted]											

OPERATOR'S CERTIFICATION: I certify to the best of my knowledge and belief that the acreage of crops and land uses listed herein are true and correct, and that all required crops and land uses have been reported for the farm as applicable. The signing of this form gives FSA representatives authorization to enter and inspect crops and land uses on the above identified land. A signature date (the date the producer signs the FSA-578) will also be captured.

Operator's Signature (By)	Title/Relationship of Individual Signing in the Representative Capacity	Date

This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, religion, national origin, sex, age, marital status, or disability.

Documentation of Agricultural Experience - Attachment to Exhibit 3

[redacted]

FSA - 578 (09-13-16)

[redacted]

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

[redacted]

DATE: 12/05/2022
PAGE: 1

Operator Name and Address

[redacted]

Original: _____
Revision: _____
Cropland: 1,324.90
Farmland: 1,479.00

Tract Number	CLU/ Field	Crop/ Commodity	Var/ Type	Int Use	Act Use	Irr. Pr.	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/ Measured	Planting Date	Planting Period	End Date

[redacted]

Cropland: 682.50 Reported on Cropland: 682.50 Difference: 0.00 Reported on Non-Cropland: 0.00

[redacted]

Documentation of Agricultural Experience - Attachment to Exhibit 3

[redacted]

FSA - 578 (09-13-16)

[redacted]

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

[redacted]

DATE: 12/05/2022
PAGE: 2

Tract Number	CLU/ Field	Crop/ Commodity	Var/ Type	Int Use	Act Use	Irr. Pr.	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/ Measured	Planting Date	Planting Period	End Date
[redacted]																

Photo Number/Legal Description:
Cropland: 642.40 Reported on Cropland: 642.40 Difference: 0.00 Reported on Non-Cropland: 0.00

Documentation of Agricultural Experience - Attachment to Exhibit 3

[redacted]

FSA - 578 (09-13-16)

REPORT OF COMMODITIES
FARM SUMMARY

[redacted]

DATE: 12/05/2022
PAGE: 3

[redacted]

Operator Name and Address

[redacted]

Original: _____
Revision: _____
Cropland: 1,324.90
Farmland: 1,479.00

NOTE: The authority for collecting the following information is Pub.L 107-76. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The data will be used to determine eligibility for assistance. Furnishing the data is voluntary, however, without it assistance cannot be provided. The data may be furnished to any agency responsible for enforcing the provisions of the Act.

[redacted]

OPERATOR'S CERTIFICATION: I certify to the best of my knowledge and belief that the acreage of crops and land uses listed herein are true and correct, and that all required crops and land uses have been reported for the farm as applicable. The signing of this form gives FSA representatives authorization to enter and inspect crops and land uses on the above identified land. A signature date (the date the producer signs the FSA-578) will also be captured.

Operator's Signature (By)	Title/Relationship of Individual Signing in the Representative Capacity	Date

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Documentation of Agricultural Experience - Attachment to Exhibit 3

[redacted]

FSA - 578 (09-13-16)

[redacted]

Operator Name and Address

[redacted]

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

[redacted]

DATE: 12/05/2022
PAGE: 1

Original: _____
Revision: _____
Cropland: 1,323.38
Farmland: 1,486.21

Tract Number	CLU/ Field	Crop/ Commodity	Var/ Type	Int Use	Act Use	Irr. Pr.	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/ Measured	Planting Date	Planting Period	End Date

[redacted]

Cropland: 680.94 Reported on Cropland: 680.94 Difference: 0.00 Reported on Non-Cropland: 0.00

[redacted]

Documentation of Agricultural Experience - Attachment to Exhibit 3

[redacted]

FSA - 578 (09-13-16)

[redacted]

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

[redacted]

DATE: 12/05/2022
PAGE: 2

Tract Number	CLU/ Field	Crop/ Commodity	Var/ Type	Int Use	Act Use	Irr. Pr.	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/ Measured	Planting Date	Planting Period	End Date
[redacted]																

Cropland: 642.44 Reported on Cropland: 642.44 Difference: 0.00 Reported on Non-Cropland: 0.00

Documentation of Agricultural Experience - Attachment to Exhibit 3

[redacted]

FSA - 578 (09-13-16)

[redacted]

REPORT OF COMMODITIES
FARM SUMMARY

[redacted]

DATE: 12/05/2022
PAGE: 3

Operator Name and Address

[redacted]

Original: _____
Revision: _____
Cropland: 1,323.38
Farmland: 1,486.21

NOTE: The authority for collecting the following information is Pub.L 107-76. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The data will be used to determine eligibility for assistance. Furnishing the data is voluntary, however, without it assistance cannot be provided. The data may be furnished to any agency responsible for enforcing the provisions of the Act.

Crop/ Commodity	Variety/ Type	Share	Crop/ Commodity	Variety/ Type	Share	Crop/ Commodity	Variety/ Type	Share	Crop/ Commodity	Variety/ Type	Share
[redacted]											

CERTIFICATION: I certify to the best of my knowledge and belief that the acreage of crops/commodities and land uses listed herein are true and correct and that all required crops/commodities and land uses have been reported for the farm as applicable. Absent any different or contrary prior subsequent certification filed by any producer for any crop for which NAP coverage has been purchased, I certify that the applicable crop, type, practice, and intended use is not planted if it is not included on the Report of Commodities for this crop year. The signing of this form gives FSA representatives authorization to enter and inspect crops/commodities and land uses on the above identified land. A signature date (the date the producer signs the FSA-578) will also be captured.

Operator's Signature (By)	Title/Relationship of Individual Signing in the Representative Capacity	Date

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Documentation of Agricultural Experience - Attachment to Exhibit 3

[redacted]

FSA - 578 (09-13-16)

[redacted]

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

[redacted]

DATE: 12/05/2022
PAGE: 1

Operator Name and Address

[redacted]

Original: _____
Revision: _____
Cropland: 1,323.38
Farmland: 1,486.21

Tract Number	CLU/ Field	Crop/ Commodity	Var/ Type	Int Use	Act Use	Irr. Pr.	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/ Measured	Planting Date	Planting Period	End Date

[redacted]

Cropland: 680.94 Reported on Cropland: 680.94 Difference: 0.00 Reported on Non-Cropland: 0.00

[redacted]

Documentation of Agricultural Experience - Attachment to Exhibit 3

[redacted]

FSA - 578 (09-13-16)

[redacted]

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

[redacted]

DATE: 12/05/2022
PAGE: 2

Tract Number	CLU/ Field	Crop/ Commodity	Var/ Type	Int Use	Act Use	Irr. Pr.	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/ Measured	Planting Date	Planting Period	End Date
[redacted]																

Cropland: 642.44 Reported on Cropland: 642.44 Difference: 0.00 Reported on Non-Cropland: 0.00

Documentation of Agricultural Experience - Attachment to Exhibit 3

[redacted]

FSA - 578 (09-13-16)

[redacted]

Operator Name and Address

[redacted]

REPORT OF COMMODITIES
FARM SUMMARY

[redacted]

DATE: 12/05/2022
PAGE: 3

Original: _____
Revision: _____
Cropland: 1,323.38
Farmland: 1,486.21

NOTE: The authority for collecting the following information is Pub.L 107-76. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The data will be used to determine eligibility for assistance. Furnishing the data is voluntary, however, without it assistance cannot be provided. The data may be furnished to any agency responsible for enforcing the provisions of the Act.

[redacted]

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Operator's Signature (By)	Title/Relationship of Individual Signing in the Representative Capacity	Date

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Documentation of Agricultural Experience - Attachment to Exhibit 3

[redacted]

FSA - 578 (09-13-16)

[redacted]

Operator Name and Address

[redacted]

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

[redacted]

DATE: 12/05/2022
PAGE: 1

Original: _____
Revision: _____
Cropland: 924.38
Farmland: 1,486.29

Tract Number	CLU/ Field	Crop/ Commodity	Var/ Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/ Measured	Planting Date	Planting Period	End Date

[redacted]

Documentation of Agricultural Experience - Attachment to Exhibit 3

[redacted]

FSA - 578 (09-13-16)

[redacted]

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

[redacted]

DATE: 12/05/2022
PAGE: 2

Tract Number	CLU/ Field	Crop/ Commodity	Var/ Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/ Measured	Planting Date	Planting Period	End Date
[redacted]																		

Cropland: 570.69 Reported on Cropland: 570.69 Difference: 0.00 Reported on Non-Cropland: 0.00

[redacted]

Cropland: 353.69 Reported on Cropland: 353.69 Difference: 0.00 Reported on Non-Cropland: 0.00

Documentation of Agricultural Experience - Attachment to Exhibit 3

[redacted]

FSA - 578 (09-13-16)

[redacted]

REPORT OF COMMODITIES
FARM SUMMARY

[redacted]

DATE: 12/05/2022
PAGE: 3

Operator Name and Address

[redacted]

Original: _____
Revision: _____
Cropland: 924.38
Farmland: 1,486.29

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a – as amended). The authority for requesting the information identified on this form is 7 CFR Part 718, the Farm Security and Rural Investment Act of 2002 (Pub L. 107-171), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to collect producer certification of the report of acreage of crops/commodities and land use data which is needed in order to determine producer eligibility to participate in and receive benefits under FSA programs. The information collected on the form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated) and USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial of the producer's request to participate in and receive benefits under FSA programs. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0175. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

[redacted]

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Operator's Signature (By)	Title/Relationship of Individual Signing in the Representative Capacity	Date

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

Documentation of Agricultural Experience - Attachment to Exhibit 3

[redacted]

FSA - 578 (09-13-16)

[redacted]

Operator Name and Address

[redacted]

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

[redacted]

DATE: 12/05/2022
PAGE: 1

Original: _____
Revision: _____
Cropland: 924.38
Farmland: 1,486.29

Tract Number	CLU/ Field	Crop/ Commodity	Var/ Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/ Measured	Planting Date	Planting Period	End Date

[redacted]

Documentation of Agricultural Experience - Attachment to Exhibit 3

[redacted]

FSA - 578 (09-13-16)

[redacted]

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

[redacted]

DATE: 12/05/2022
PAGE: 2

Tract Number	CLU/ Field	Crop/ Commodity	Var/ Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/ Measured	Planting Date	Planting Period	End Date
[redacted]																		

Cropland: 570.69 Reported on Cropland: 570.69 Difference: 0.00 Reported on Non-Cropland: 0.00

[redacted]

Documentation of Agricultural Experience - Attachment to Exhibit 3

[redacted]

FSA - 578 (09-13-16)

[redacted]

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

[redacted]

DATE: 12/05/2022
PAGE: 3

Tract Number	CLU/ Field	Crop/ Commodity	Var/ Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/ Measured	Planting Date	Planting Period	End Date
[redacted]																		

Cropland: 353.69 Reported on Cropland: 379.29 Difference: 25.60 Reported on Non-Cropland: 0.00

Documentation of Agricultural Experience - Attachment to Exhibit 3

[redacted]

FSA - 578 (09-13-16)

[redacted]

REPORT OF COMMODITIES
FARM SUMMARY

[redacted]

DATE: 12/05/2022
PAGE: 4

Operator Name and Address

[redacted]

Original: _____
Revision: _____
Cropland: 924.38
Farmland: 1,486.29

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a – as amended). The authority for requesting the information identified on this form is 7 CFR Part 718, the Farm Security and Rural Investment Act of 2002 (Pub L. 107-171), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to collect producer certification of the report of acreage of crops/commodities and land use data which is needed in order to determine producer eligibility to participate in and receive benefits under FSA programs. The information collected on the form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated) and USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial of the producer's request to participate in and receive benefits under FSA programs. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0175. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

[redacted]

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[redacted]

FSA - 578 (09-13-16)

[redacted]

Operator Name and Address

[redacted]

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

[redacted]

DATE: 12/05/2022
PAGE: 1

Original: _____
Revision: _____
Cropland: 924.38
Farmland: 1,486.29

Tract Number	CLU/ Field	Crop/ Commodity	Var/ Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/ Measured	Planting Date	Planting Period	End Date

[redacted]

[redacted]

FSA - 578 (09-13-16)

[redacted]

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

[redacted]

DATE: 12/05/2022
PAGE: 2

Tract Number	CLU/ Field	Crop/ Commodity	Var/ Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/ Measured	Planting Date	Planting Period	End Date
[redacted]																		

Cropland: 570.69 Reported on Cropland: 570.69 Difference: 0.00 Reported on Non-Cropland: 0.00

[redacted]

[redacted]

FSA - 578 (09-13-16)

[redacted]

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

[redacted]

DATE: 12/05/2022
PAGE: 3

Tract Number	CLU/ Field	Crop/ Commodity	Var/ Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/ Measured	Planting Date	Planting Period	End Date
[redacted]																		

Cropland: 353.69 Reported on Cropland: 393.49 Difference: 39.80 Reported on Non-Cropland: 0.00

[redacted]

FSA - 578 (09-13-16)

[redacted]

Operator Name and Address

[redacted]

REPORT OF COMMODITIES
FARM SUMMARY

[redacted]

DATE: 12/05/2022
PAGE: 4

Original: _____
Revision: _____
Cropland: 924.38
Farmland: 1,466.29

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a – as amended). The authority for requesting the information identified on this form is 7 CFR Part 718, the Farm Security and Rural Investment Act of 2002 (Pub L. 107-171), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to collect producer certification of the report of acreage of crops/commodities and land use data which is needed in order to determine producer eligibility to participate in and receive benefits under FSA programs. The information collected on the form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated) and USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial of the producer's request to participate in and receive benefits under FSA programs. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0175. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

Crop/	Variety/	Share	Crop/	Variety/	Share	Crop/	Variety/	Share	Crop/	Variety/	Share
[redacted]											

CERTIFICATION: I certify to the best of my knowledge and belief that the acreage of crops/commodities and land uses listed herein are true and correct and that all required crops/commodities and land uses have been reported for the farm as applicable. Absent any different or contrary prior subsequent certification filed by any producer for any crop for which NAP coverage has been purchased, I certify that the applicable crop, type, practice, and intended use is not planted if it is not included on the Report of Commodities for this crop year. The signing of this form gives FSA representatives authorization to enter and inspect crops/commodities and land uses on the above identified land. A signature date (the date the producer signs the FSA-578) will also be captured.

Operator's Signature (By)	Title/Relationship of Individual Signing in the Representative Capacity	Date

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[redacted]

FSA - 578 (09-13-16)

[redacted]

Operator Name and Address

[redacted]

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

[redacted]

DATE: 12/05/2022
PAGE: 1

Original: _____
Revision: _____
Cropland: 924.38
Farmland: 1,486.29

Tract Number	CLU/ Field	Crop/ Commodity	Var/ Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/ Measured	Planting Date	Planting Period	End Date

[redacted]

[redacted]

FSA - 578 (09-13-16)

[redacted]

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

[redacted]

DATE: 12/05/2022
PAGE: 2

Tract Number	CLU/ Field	Crop/ Commodity	Var/ Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/ Measured	Planting Date	Planting Period	End Date
[redacted]																		

Cropland: 570.69 Reported on Cropland: 570.69 Difference: 0.00 Reported on Non-Cropland: 0.0

[redacted]

[redacted]

FSA - 578 (09-13-16)

[redacted]

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

[redacted]

DATE: 12/05/2022
PAGE: 3

Tract Number	CLU/ Field	Crop/ Commodity	Var/ Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/ Measured	Planting Date	Planting Period	End Date

[redacted]

Cropland: 353.69 Reported on Cropland: 380.68 Difference: 26.99 Reported on Non-Cropland: 0.00

[redacted]

FSA - 578 (09-13-16)

[redacted]

Operator Name and Address

[redacted]

REPORT OF COMMODITIES
FARM SUMMARY

[redacted]

DATE: 12/05/2022
PAGE: 4

Original: _____
Revision: _____
Cropland: 924.38
Farmland: 1,486.29

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Crop/	Variety/	Share	Crop/	Variety/	Share	Crop/	Variety/	Share	Crop/	Variety/	Share

[redacted]

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[redacted]

FSA - 578 (09-13-16)

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

[redacted]

DATE: 12/05/2022
PAGE: 1

[redacted]

Operator Name and Address

[redacted]

Original: CAN
Revision: _____
Cropland: 924.38
Farmland: 1,485.79

Tract Number	CLU/ Field	Crop/ Commodity	Var/ Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/ Measured	Planting Date	Planting Period	End Date

[redacted]

[redacted]

FSA - 578 (09-13-16)

[redacted]

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

[redacted]

DATE: 12/05/2022
PAGE: 2

Tract Number	CLU/ Field	Crop/ Commodity	Var/ Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/ Measured	Planting Date	Planting Period	End Date

[redacted]

Cropland: 570.69 Reported on Cropland: 576.60 Difference: 5.91 Reported on Non-Cropland: 0.00

[redacted]

[redacted]

FSA - 578 (09-13-16)

[redacted]

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

[redacted]

DATE: 12/05/2022
PAGE: 3

Tract Number	CLU/ Field	Crop/ Commodity	Var/ Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/ Measured	Planting Date	Planting Period	End Date
[redacted]																		

Cropland: 353.69 Reported on Cropland: 359.86 Difference: 6.17 Reported on Non-Cropland: 0.00

[redacted]

FSA - 578 (09-13-16)

[redacted]

REPORT OF COMMODITIES
FARM SUMMARY

[redacted]

DATE: 12/05/2022
PAGE: 4

Operator Name and Address

[redacted]

Original: CAN
Revision: _____
Cropland: 924.38
Farmland: 1,485.79

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Crop/	Variety/	Share	Crop/	Variety/	Share	Crop/	Variety/	Share	Crop/	Variety/	Share
[redacted]											

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[redacted]

FSA - 578 (09-13-16)

[redacted]

Operator Name and Address

[redacted]

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

[redacted]

DATE: 12/05/2022
PAGE: 1

Original: RMP
Revision: _____
Cropland: 950.47
Farmland: 1,485.68

Tract Number	CLU/ Field	Crop/ Commodity	Var/ Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/ Measured	Planting Date	Planting Period	End Date

[redacted]

[redacted]

FSA - 578 (09-13-16)

[redacted]

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

[redacted]

DATE: 12/05/2022
PAGE: 2

Tract Number	CLU/ Field	Crop/ Commodity	Var/ Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/ Measured	Planting Date	Planting Period	End Date
[redacted]																		

Cropland: 560.84 Reported on Cropland: 560.84 Difference: 0.00 Reported on Non-Cropland: 0.00

[redacted]

[redacted]

FSA - 578 (09-13-16)

[redacted]

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

[redacted]

DATE: 12/05/2022
PAGE: 3

Tract Number	CLU/ Field	Crop/ Commodity	Var/ Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/ Measured	Planting Date	Planting Period	End Date
[redacted]																		

Cropland: 389.63 Reported on Cropland: 389.63 Difference: 0.00 Reported on Non-Cropland: 0.00

[redacted]

FSA - 578 (09-13-16)

[redacted]

Operator Name and Address

[redacted]

REPORT OF COMMODITIES
FARM SUMMARY

[redacted]

DATE: 12/05/2022
PAGE: 4

Original: RMP
Revision: _____
Cropland: 950.47
Farmland: 1,485.68

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[redacted]

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[redacted]

FSA - 578 (09-13-16)

[redacted]

Operator Name and Address

[redacted]

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

[redacted]

DATE: 12/05/2022
PAGE: 1

Original: HSC
Revision: HSC
Cropland: 950.47
Farmland: 1,485.68

Tract Number	CLU/ Field	Crop/ Commodity	Var/ Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/ Measured	Planting Date	Planting Period	End Date

[redacted]

[redacted]

FSA - 578 (09-13-16)

[redacted]

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

[redacted]

DATE: 12/05/2022
PAGE: 2

Tract Number	CLU/ Field	Crop/ Commodity	Var/	Int	Act	Irr.	Org	Nat.	C/C	Rpt	Rpt	Det	Crop	Field	Official/	Planting	Planting	End
Date	Period	Date																

[redacted]

Cropland: 560.84 Reported on Cropland: 562.32 Difference: 1.48 Reported on Non-Cropland: 0.00

[redacted]

[redacted]

FSA - 578 (09-13-16)

[redacted]

REPORT OF COMMODITIES
FARM AND TRACT DETAIL LISTING

[redacted]

DATE: 12/05/2022
PAGE: 3

Tract Number	CLU/ Field	Crop/ Commodity	Var/ Type	Int Use	Act Use	Irr. Pr.	Org Stat	Nat. Sod	C/C Stat	Rpt Unit	Rpt Qty	Det Qty	Crop Land	Field ID	Official/ Measured	Planting Date	Planting Period	End Date
[redacted]																		

Cropland: 389.63 Reported on Cropland: 395.06 Difference: 5.43 Reported on Non-Cropland: 0.00

[redacted]

FSA - 578 (09-13-16)

REPORT OF COMMODITIES
FARM SUMMARY

[redacted]

DATE: 12/05/2022
PAGE: 4

[redacted]

Operator Name and Address

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Original: HSC
Revision: HSC
Cropland: 950.47
Farmland: 1,485.68

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Crop/ Commodity	Variety/ Type	Share	Crop/ Commodity	Variety/ Type	Share	Crop/ Commodity	Variety/ Type	Share	Crop/ Commodity	Variety/ Type	Share
[redacted]											

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[redacted]

[redacted]

[redacted]

OFFICE OF THE REVENUE COMMISSIONER

ASSESSMENT RECORD - 2022

Printed On: 11/30/2022

PARCEL: [redacted]
CORPORATION:
OWNER:

ADDRESS:

EXEMPT CODE: []
OVER 65 CODE: DISABILITY CODE:
PROP. CLASS: 3 [] SCHOOL DIST: 01
OVR ASD VALUE:

CLASS USE [redacted]
FOREST ACRES: [redacted] AX SALE:
LAND USE COD [redacted] IF DIST:
PREV. YEAR VA [redacted]
NBH: 00008888
PARENT PARCEL:
REMARKS:

MUN CODE: 01 COUNTY1
EXM OVERRIDE AMT: $0
HS YEAR: 0
CLMNT:
OVR65: INPROGRESS

ASSMT. FEE:
PVT CODE:

LAND VALUE 10% [redacted]
LAND VALUE 20% $0
CU VALUE [DEACTIVATED] $0
LV 10% WITH CU [DEACTIVATED] $0

TOTAL MARKET VALUE: [redacted]

Assessment Override:
MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

Last Modified: 8/9/2021 4:43:42 PM Mark as Verified Change Log LETTERS
BOE FEE AMT: $0.50 DIST: DEMOLITION FEE FIRE FEE WEED FEE
Property Address: 0
Contiguous Parcels:

CURR ASSMT: [NONE] MTG CODE: - LOAN: ACCOUNT NO : 0000338100
Sort Code : 0000338100

ASSESSMENT/TAX

CLASS	MUNCODE	ASSD VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
[redacted]						

INSTRUMENTS

INST NUMBER	DATE
[redacted]	

SALES INFORMATION

SALE DATE	SALE PRICE	SALE TYPE	RATIOABLE
No Sales Information on Record			

LEGAL DESCRIPTION

MAP NUMBER: CODE1: [redacted]
SUB DIVISON1: UNDETERMINED
SUB DIVISON2:

MAP BOOK: [redacted]
MAP BOOK: [redacted]

PRIMARY LOT: PRIMARY BLOCK:
SECONDARY LOT: SECONDARY BLOCK:

SECTION1 [redacted] TOWNSHIP1 [redacted] RANGE1 [redacted]
SECTION2 TOWNSHIP2 RANGE2
SECTION3 TOWNSHIP3 RANGE3
SECTION4 TOWNSHIP4 RANGE4
LOT DIM1 [redacted] LOT DIM2 0.0 [redacted] ACRES [redacted]

METES AND BOUNDS:
REMARKS:

[redacted]

[redacted]

[redacted]

OFFICE OF THE REVENUE COMMISSIONER

ASSESSMENT RECORD - 2022

[redacted]

Printed On: 11/30/2022

PARCEL: [redacted]
CORPORATION:
OWNER:

ADDRESS:

EXEMPT CODE: []
OVER 65 CODE: DISABILITY CODE: MUN CODE: 01 COUNTY1
PROP. CLASS: 3 [] SCHOOL DIST: 01 EXM OVERRIDE AMT: $0
OVR ASD VALUE: HS YEAR: 0
CLMNT:
OVR65: INPROGRESS

CLASS USE 0
FOREST ACRES: 240 TAX SALE: ASSMT. FEE:
LAND USE CODE: 0 TIF DIST: PVT CODE:
PREV. YEAR VALUE: [redacted]
NBH: 00008888
PARENT PARCEL:
REMARKS:

LAND VALUE 10% [redacted]
LAND VALUE 20% $0
CU VALUE [DEACTIVATED] $0
LV 10% WITH CU [DEACTIVATED] $0

TOTAL MARKET VALUE: [redacted]

Assessment Override:
MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

Last Modified: 8/9/2021 4:43:42 PM Mark as Verified Change Log LETTERS
BOE FEE AMT: $0.50 DIST: DEMOLITION FEE FIRE FEE WEED FEE
Property Address: 0
Contiguous Parcels:

CURR ASSMT: [NONE] MTG CODE: - LOAN: ACCOUNT NO [redacted]
Sort Code : 0000338100

ASSESSMENT/TAX

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	[redacted]						
COUNTY							
SCHOOL							
DIST SCHOOL							
CITY							
FOREST							

ASSD. VALUE [redacted]
EXMT. TAX: $[redacted]

INSTRUMENTS

INST NUMBER	DATE
[redacted]	

SALES INFORMATION

SALE DATE	SALE PRICE	SALE TYPE	RATIOABLE
No Sales Information on Record			

LEGAL DESCRIPTION

MAP NUMBER: CODE1 [redacted]
SUB DIVISON1: UNDETERMINED
SUB DIVISON2:

MAP BOOK: [redacted]
MAP BOOK: PAGE:

PRIMARY LOT: PRIMARY BLOCK:
SECONDARY LOT: SECONDARY BLOCK:

SECTION1 [redacted] TOWNSHIP1 [redacted] RANGE1 [redacted]
SECTION2 TOWNSHIP2 RANGE2
SECTION3 TOWNSHIP3 RANGE3
SECTION4 TOWNSHIP4 RANGE4
LOT DIM1 0 LOT DIM2 0.0 ACRES 0 SQ FT 0.000

METES AND BOUNDS: [redacted]
REMARKS:

[redacted]

[redacted]

[redacted]

OFFICE OF THE REVENUE COMMISSIONER
ASSESSMENT RECORD - 2022

Printed On: 11/30/2022

PARCEL:
CORPORATION:
OWNER:
ADDRESS:

EXEMPT CODE: []
OVER 65 CODE: DISABILITY CODE:
PROP. CLASS: 3 [] SCHOOL DIST: 01
OVR ASD VALUE:

CLASS USE 0
FOREST ACRES:
LAND USE CODE
PREV. YEAR VAL
NBH: 00008888
PARENT PARCEL:
REMARKS:

MUN CODE: 01 COUNTY1
EXM OVERRIDE AMT: $0
HS YEAR: 0
CLMNT:
OVR65: INPROGRESS

ASSMT. FEE:
PVT CODE:

LAND VALUE 10%
LAND VALUE 20%
CU VALUE [DEACTIVATED]
LV 10% WITH CU [DEACTIVATED]

TOTAL MARKET VALUE:

Assessment Override:
MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

Last Modified: 8/9/2021 4:43:42 PM Mark as Verified Change Log LETTERS
BOE FEE AMT: $0.50 DIST: DEMOLITION FEE FIRE FEE WEED FEE
Property Address:
Contiguous Parcels:

CURR ASSMT: [NONE] MTG CODE - LOAN: ACCOUNT NO
Sort Code : 0000338100

ASSESSMENT/TAX

CLASS	MUNCODE	ASSD VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX

INSTRUMENTS

INST NUMBER	DATE

SALES INFORMATION

SALE DATE	SALE PRICE	SALE TYPE	RATIOABLE

No Sales Information on Record

LEGAL DESCRIPTION

MAP NUMBER: CODE1: CODE2:
SUB DIVISON1: UNDETERMINED
SUB DIVISON2:

MAP BOOK
MAP BOOK: PAGE:

PRIMARY LOT: PRIMARY BLOCK:
SECONDARY LOT: SECONDARY BLOCK:

SECTION1 TOWNSHIP1 RANGE1
SECTION2 TOWNSHIP2 RANGE2
SECTION3 TOWNSHIP3 RANGE3
SECTION4 TOWNSHIP4 RANGE4
LOT DIM1 LOT DIM2 0. ACRES SQ FT 0.000

METES AND BOUNDS:
REMARKS:

[redacted]

of Agricultural Experience - Attachment to Exhibit 3

[redacted] REVENUE COMMISSION

ASSESSMENT RECORD - 2022

[redacted]
Tel: (334) [redacted]
Printed On: 11/9/2022

PARCEL: [redacted]
CORPORATION:
OWNER:

ADDRESS:

EXEMPT CODE: []
OVER 65 CODE: DISABILITY CODE:
PROP. CLASS: 3 [] SCHOOL DIST: 01
OVR ASD VALUE:

CLASS USE 0
FOREST ACRES: 9 TAX SALE:
LAND USE CODE: 0 TIF DIST:
PREV. YEAR VALUE: [redacted]
NBH: 0000BCR1
PARENT PARCEL:
REMARKS:
Last Modified: 8/3/2021 6:31:40 PM LETTERS
DEMOLITION FEE FIRE FEE WEED FEE
Property Address:
Contiguous Parcels:

MUN CODE: 11 COUNTY
EXM OVERRIDE AMT: $0
HS YEAR: 0
CLMNT:

ASSMT. FEE:
PVT CODE:

LAND VALUE 10% [redacted]
LAND VALUE 20% $0
CU VALUE [DEACTIVATED] $0
LV 10% WITH CU [DEACTIVATED] $0

TOTAL MARKET VALUE: [redacted]

Assessment Override:
MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

CURR ASSMT: [NONE] MTG CODE: - [redacted]
Sort Code : 0000791[redacted]

ASSESSMENT/TAX

CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
[redacted]						

MAP NUMBER: CODE1: 009999 CODE2:
SUB DIVISON1: N/A
SUB DIVISON2:

MAP BOO[redacted]
MAP BOOK: PAGE:

PRIMARY LOT: PRIMARY BLOCK:
SECONDARY LOT: SECONDARY BLOCK:

SECTION1 [redacted] TOWNSHIP1 [redacted] RANGE1 [redacted]
SECTION2 TOWNSHIP2 RANGE2
SECTION3 TOWNSHIP3 RANGE3
SECTION4 TOWNSHIP4 RANGE4
LOT DIM1 [redacted] LOT DIM2 0 [redacted] ACRES [redacted] SQ FT [redacted]

METES AND BOUNDS: [redacted]
REMARKS:

Tax Year	Entity Name.	Assmt Class	Exempt Code	Mailing Address
[redacted]				

[redacted]

[redacted] REVENUE COMMISSION

ASSESSMENT RECORD - 2022

[redacted]

Printed On: 11/9/2022

PARCEL: [redacted]
CORPORATION:
OWNER:

ADDRESS:

EXEMPT CODE: []
OVER 65 CODE: DISABILITY CODE: MUN CODE: 11 COUNTY EXM OVERRIDE AMT: $0
PROP. CLASS: 2 [] SCHOOL DIST: 01 HS YEAR: 0
OVR ASD VALUE: CLMNT:

CLASS USE 0
FOREST ACRES: 33 TAX SALE: ASSMT. FEE:
LAND USE CODE: 0 TIF DIST: PVT CODE:
PREV. YEAR VALUE: [redacted]
NBH: 0000BCR1
PARENT PARCEL:
REMARKS:
Last Modified: 8/3/2021 6:31:40 PM LETTERS
DEMOLITION FEE FIRE FEE WEED FEE

Property Address:
Contiguous Parcels:

LAND VALUE 10%
LAND VALUE 20%
CU VALUE [DEACTIVATED]
LV 10% WITH CU [DEACTIVATED]

CLASS 2
BLDG 1 111 *

CLASS 3
BARN/SHED BARN S B23ALL3 *
BARN/SHED BARN S B22ALL2 *

TOTAL MARKET VALUE:

Assessment Override:
MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

CURR ASSMT: [NONE] MTG CODE: - LOAN: 0 ACCOUNT NO : [redacted]
Sort Code : 0000791490

ASSESSMENT/TAX

[redacted]

INST NUMBER	DATE	SALE DATE	SALE PRICE	SALE TYPE	RATIOABLE
[redacted]	[redacted]	No Sales Information on Record			

LEGAL DESCRIPTION

MAP NUMBER: CODE1 [redacted]
SUB DIVISON1: N/A
SUB DIVISON2:

MAP BOOK [redacted]
MAP BOOK: PAGE:

PRIMARY LOT: PRIMARY BLOCK:
SECONDARY LOT: SECONDARY BLOCK:

SECTION1 [redacted] TOWNSHIP1 [redacted] RANGE1 [redacted]
SECTION2 TOWNSHIP2 RANGE2
SECTION3 TOWNSHIP3 RANGE3
SECTION4 TOWNSHIP4 RANGE4
LOT DIM1 LOT DIM2 0. ACRES

METES AND BOUNDS:
REMARKS:

[redacted]

Page 1 of 1

[redacted]EAL AND PERSONAL PROPERTY ASSESSMENT

AFFIDAVIT TO CLAIM EXEMPTION FOR HOMESTEAD

HOMESTEAD EXEMPTION APPLICATION FOR 65 AND OVER

[redacted]

1. Phone number _____
2. Do you own and live on the property for which you are claiming exemption? Yes ____ No ____
3. Applicant date of birth _____ Spouse date of birth _____
4. Did you file a Federal Income Tax Return for 20 ___? Yes ____ No ____
If yes, give net taxable income from line 43 (1040) line 27 (1040A) or line 6 (1040EZ) $ _____ Including spouse's income
5. Did you file a 20 ___ State Income Tax Return Yes ____ No ____
If yes, give net taxable income from line 10 (40) or line 7 (40A) in Exhibit A
Exhibit A Adjusted gross income for 20 $ ____ _____
Exhibit B Applicant's adjusted gross income for 20 ___ $ _____
Exhibit C Spouse's adjusted gross income for 20 ___ $ _____
(Exhibit B and C combined should total Exhibit A)

HOMESTEAD: 0
NOT EXEMPT
YR SIGN: 0

"I solemnly swear (or affirm) that I am the head of the family and that no other claim of exemption from taxes for principal residence has been made or filed by or on behalf of any member of my immediate household. Under the penalties of perjury, I declare that all information contained hereon is true, correct and complete to the best of my knowledge. I understand that any information submitted hereon may be verified from official records on file at the Department of Internal Revenue Service, State Department of Revenue or any other appropriate Government Agency."

Are you (100%) totally and permanently disabled? Yes ____ No ____

Signature _____

PROPERTY CLASSIFICATIONS
CLASS 1-PUBLIC UTILITIES 50% OF MARKET VALUE
CLASS 2-OTHER 20% OF MARKET VALUE
CLASS 3-AGRICULTURAL FOREST SINGLE-FAMILY OWNER OCCUPIED RESIDENCES, HISTORICAL SITES 10% OF MARKET VALUE

MUNICIPAL CODES
11 RURAL
22 UNION SPRINGS
31 MIDWAY

Phone [redacted]

[redacted]

[redacted]

OATH TO BE ADMINISTERED TO TAXPAYER

"I do solemnly swear (or affirm) that the hereon list of property returned by me is a full and complete return of all property (under the parcel numbers listed hereon) owned by or in which had any interest whatever, the situs of which for taxation, or exemption from taxation, is in this county on the first of October of this present tax year, so help me God."

X _____

Subscribed and sworn before me this the

____ day of _____, 20 ____

[redacted] BY: _____

Property Use: Residential ____
Farm ____
Timber ____
Commercial ____
Rental ____
Other ____

APPLICATION FOR CURRENT USE VALUATION
I hereby apply for appraisal according to Current Use for the property hereon.

X _____
Signature of Owner or Agent

NOTES

Real Estate Acquired from:

_____

Deed Book _____ Page _____

Dated _____

Prec. Yr. Acct. # _____

Purchase Price _____

PREVIOUS OWNER	DESCRIPTION	CLASS	EXEMPT	MUN	DIST.	ACRES	APPRAISED VALUE	BOARD OF EQ. VALUE	CURRENT USE VALUE	ASSESSED VALUE
[redacted]	[redacted]	[redacted]								

ASSESSED VALUE		TOTAL STATE & COUNTY TAX	STATE EXEMPT		COUNTY EXEMPT	
REAL ESTATE	PERSONAL		VALUE	TAX	VALUE	TAX
[redacted]	0 Special Sch	[redacted]	[redacted]	[redacted]	[redacted]	

[redacted]

December 6, 2022

[redacted]

Dear [redacted]

You requested that I review the ad valorem tax assessments records in [redacted] for the property owned in each county by [redacted] and its related predecessors in title. In this regard I have reviewed the following:

1. [redacted]

2. [redacted]

Based upon the foregoing I have confirmed and it is my opinion as follows:

[redacted]

[redacted] of Agricultural Experience - Attachment to Exhibit 3

[redacted]

2. [redacted]

[redacted]

[redacted]

[redacted]

STATE OF ALABAMA
MONTGOMERY COUNTY

LEASE AGREEMENT

[redacted]

tillable and open acreage known as [redacted]

[redacted]er the following terms and conditions:

1. Lessee agrees to pay a rental rate in the amount [redacted] per acre per year. [redacted] Calculation of the tilled acreage shall verify with GPS systems as well as Certification with the USDA authorities. The minimum acreage to be tilled will be at least 1,000 acres.
2. [redacted]
3. Lessee, at Lessee's expense will maintain all roads on the property in good repair. Rock slag will be added where needed. [redacted] Washed out or damaged areas will be repaired as needed.
4. Lessor retains the right to complete access to the property for the purpose of hunting and recreation and Lessee shall assist Lessor in providing an environment conducive to the same and will not interfere with Lessor's right to hunt or enjoy the property. Lessor specifically retains all fishing and hunting rights, including deer, turkey, and other wild game.
5. Lessee will be allowed to remove only the fences that Lessor has deemed acceptable.

[redacted] [redacted]

6. Lessee, at Lessee's expense shall be allowed to clear and remove only the vegetation, trees and shrubs that Lessors deems acceptable. However, no merchantable timber shall be removed or harmed in any way.

7. [redacted]

8. [redacted]

9.

10. [redacted]

11. [redacted]

12. [redacted]

13

[redacted] [redacted]

14. In the event of any default in the terms and conditions of the Lease by Lessee, Lessor will notify Lessee of reason for default and lessee will be given (15) days to remedy. Thereafter, Lessor shall a right to terminate the Lease on written notice to the Lessee at his last known mailing address. In such event, Lessee shall have thirty (30) days in which to vacate the premises.
15. This Lease cannot be assigned or subleased by Lessee without permission of Lessor. It is the intention of both parties to enter into a longer term relationship.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

[redacted]

Lessee:

[redacted]

[redacted] [redacted]

of Agricultural Experience - Attachment to Exhibit 3

STATE OF ALABAMA)

MONTGOMERY COUNTY)

LEASE AGREEMENT

following terms and conditions:

1. Lessee agrees to pay a rental rate in the amount of The rental payment shall be due in equal installments each quarter

2. Lessee will not be allowed to use the property for any business enterprise other

3. Lessee shall bush-cut or mow the property to prevent small trees and brush from growing up onto the land. Such bush-cutting or mowing of the property will be at Lessee's expense. This would not include land that cannot be cut at signing of the lease.

4. Lessee, at Lessee's expense will maintain all roads on the property in good repair. Rock slag will be added where needed. The roads will be

kept at least in the condition they were o[redacted] Washed out or damaged areas will be repaired as needed.

5. Lessor retains the right to complete access to the property for the purpose of hunting and recreation and Lessee shall assist Lessor in providing an environment conducive to the same and will not interfere with Lessor's right to hunt or enjoy the property. Lessor specifically retains all fishing and hunting rights, including deer, turkey, and other wild game.

6. All trash and debris that Lessee accumulates on the property will be removed from the premises at Lessee's expense. All of Lessee's employees will be trained and instructed that all debris will be properly and promptly disposed of. All dead cattle will be buried at a single designated area on Clearview.

7. During the growing months, the pond dams and areas around the barns will be mowed by Lessee at least one time per month. Lessee will notify Lessor of any structural repairs needed to lakes. Lessee will repair any damage caused [redacted]

8. [redacted]

10. Lessee agrees to maintain the condition of the barns, including repairing and restoring the roofs of the barns.

11. Lessee shall keep and maintain in force adequate insurance coverage for liability and workmen's compensation with limits of at least One Million and No/100 Dollars ($1,000,000.00) and Lessors shall be maintained as named insureds under the applicable policies.

12. Lessee shall not conduct or allow any illegal use of the property during the term of the Lease.

13. In the event of any default in the terms and conditions of the Lease by Lessee, Lessor will notify Lessee of reason for default and Lessee will be given fifteen (15) days to remedy. Thereafter, Lessor shall have a right to terminate the Lease on written notice to the Lessee at his last known mailing address. In such event, Lessee shall have thirty (30) days in which to vacate the premises.

[redacted]

15. This Lease cannot be assigned or subleased by Lessee without permission of Lessor.

of Agricultural Experience - Attachment to Exhibit 3

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

LESSORS:

[redacted]

LESSEE:

[redacted]

STATE OF ALABAMA)

MONTGOMERY COUNTY)

LEASE AGREEMENT

[redacted]

3. Lessee shall bush-cut or mow the property to prevent small trees and brush from growing up onto the land. Such bush-cutting or mowing of the property will be at Lessee's expense. This would not include land that cannot be bush hogged at signing of lease.

[redacted]

7. Lessee will keep the grass around the lakes, buildings and structures mowed at Lessee's expense. Lessee will notify Lessor of any structural repairs needed to lakes. Lessee will repair any damage caused by the cattle operation.

8. Lessee will maintain the grasslands and pastures in good condition and shall fertilize the fields as needed at Lessee's expense.

[redacted]

10. Lessee shall keep and maintain in force adequate insurance coverage for liability and workmen's compensation with limits of at least One Million and No/100 Dollars ($1,000,000.00) and Lessors shall be maintained as named insureds under the applicable policies.

11. Lessee shall not conduct or allow any illegal use of the property during the term of the Lease.

[redacted]

13. In the event of any default in the terms and conditions of the Lease by Lessee, Lessor will notify Lessee of reason for default and Lessee will be given fifteen (15) days to remedy. Thereafter, Lessor shall have a right to terminate the Lease on written notice to the Lessee at his last known mailing address. In such event, Lessee shall have thirty (30) days in which to vacate the premises.

14. This Lease cannot be assigned or subleased by Lessee without permission of Lessor.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

LESSORS:

[redacted]

LESSEE:

[redacted]

STATE OF ALABAMA)

MONTGOMERY COUNTY)

LEASE AGREEMENT

[redacted]

2. Lessee agrees that no land subject to CRP or other government organizations will be interfered with or utilized in such a fashion as to hinder the rights of Lessor and to obtain such benefits. It is understood and agreed that the land included in such CRP or other government program may change from year to year. The government program land will not exceed 476 acres, or make remaining land unusable by Lessee.

3. It is further agreed that monies spent by Lessee in repairing fencing and repairing barns shall be deducted from the rent due and payable. The amount to be deducted would include labor and materials certified by Lessee to have been expended in connection with the construction of fencing necessary for the use of the property for a [redacted]

4. Lessee will not be allowed to use the property for any business enterprise [redacted]

5. Lessee shall bush-cut or mow the property to prevent small trees and brush from growing up onto the land. This would not include property included in any CRP program. Such bush-cutting or mowing of the property will be at Lessee's expense. This would not include land that cannot be bushhogged at signing of lease.

6. Lessee agrees to start making repairs to the fencing within thirty (30) days from the execution of this Lease and shall complete the task of the perimeter fencing within a reasonable length of time.

7. Lessor retains the right to complete access to the property for the purpose of dove hunting and Lessee shall assist Lessor in providing an environment conducive to dove concentrations and will not interfere with Lessor's right to hunt the property. Lessor further retains hunting rights including deer, turkey, and other wild game.

8. Lessee will repair barns on the property and such repairs will be offset from the rent due. Repairs will be limited to the intended use of the building.

9. Lessee will maintain and repair the roads on the property which will also be deducted from the rent due. All repairs will be approved by Lessors.

[redacted]

10. Lessee will clean up and dispose of all of the remains of the large barn behind the silo that was damaged by the wind storm which will be deducted from the rent due. Lessee will have a scrap yard to haul off all of the excess equipment that is not useable including the car located beside the house on the property. This will be done within three (3) months from the signing of this Lease.

11. Lessee will keep the grass around the lakes, buildings and structures mowed at Lessee's expense. Lessee will notify Lessor of any structural repairs needed to lakes. [redacted]

12. Lessee will maintain the grasslands and pastures in good condition and shall fertilize the fields as needed, at Lessee's expense.

13. Lessee shall not dump any toxic waste of any kind on the property nor shall Lessee use any pesticides that have been deemed illegal by the Department of Agriculture or any other government entity.

14. Lessee shall keep and maintain in force adequate insurance coverage for liability and workmen's compensation with limits of at least One Million and no/100 Dollars ($1,000,000) and Lessor shall be maintained as insureds under the applicable policies.

15. Lessee shall cut no timber on the property.

16. Lessee shall not conduct or allow any illegal use of the property during the term of the Lease.

17. The lease does not include use of the house on the property.

18. The entrance gate to the property shall be kept locked at all times with only parties to this Lease Agreement having keys to the lock.

[redacted]

20. In the event of any default in the terms and conditions of the Lease by Lessee, Lessor will notify Lessee of reason for default and Lessee will be given fifteen (15) days to remedy. Thereafter, Lessor shall have a right to terminate the Lease on written notice to the Lessee at his last known mailing address. In such event, Lessee shall have thirty (30) days in which to vacate the premises. The Lease may be extended after renegotiation between Lessor and Lessee at the end of five (5) years.

21. This Lease cannot be assigned by Lessee. However, should Raymond Davis die or become disabled, the lease will be assumed by Donnie Davis.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals as of the day of year first above written.

of Agricultural Experience - Attachment to Exhibit 3

WITNESSES:

1. _____

2. _____

As to Lessors:

LESSORS:

[redacted]

[redacted]

LESSEE:

[redacted]

STATE OF ALABAMA)

MONTGOMERY COUNTY)

LEASE AGREEMENT

[redacted] description is attached hereto) for a term of five years under the following terms and conditions:

[redacted]

2. Lessee shall bush-cut or mow the property for hay and shall remove all surplus grass, weeds, and small trees on open land at his expense.

[redacted]

5. Lessee shall repair the steel truss barn at his expense.

[redacted]

6. Upon request by Lessors, Lessee shall clean up and dispose of all that remains of the large barn behind the silos that was badly damaged by windstorm at Lessee's expense.

7. Lessee shall provide supervision of any repairs done or requested by Lessors on other structures which shall be done at Lessors' expense.

8. Lessors and Lessee shall share hunting and fishing rights and privileges during the term of the lease. Lessee will make reasonable accommodation to hunters' access and will not intentionally interfere with the same. Any fees or charges received by Lessee for managed hunts operated by Lessee shall be divided as follows: two-thirds to Lessors and one-third to Lessee. Lessee shall have the exclusive rights for deer hunting during the month of January for each year of the lease term and shall share proceeds as provided above.

[redacted]

10. Lessee shall keep the grass cut down around all lakes and ponds and around all buildings and structures.

11. Lessee shall not dump any toxic waste of any kind on the property, nor use any pesticides that have been deemed illegal by the Department of Agriculture or by any other governmental entity.

12. Lessee shall maintain and keep in force adequate worker's compensation insurance for his employees.

[redacted]

13. Lessee shall maintain and keep in force a policy of liability insurance with limits of at least $1,000,000, which shall insure Lessors and protect them against loss.

14. Lessee shall cut no timber on the property.

15. Lessee shall not conduct nor allow any illegal use of the property during the term of the lease.

16. Lessee agrees to maximize CRP payments for Lessors and agrees not to do anything to interfere with the collection of CRP funds.

17. Lessee shall keep and maintain the property, fences, and structures in good condition during the term of the lease, which shall include the primary road into the property, at his expense.

18. The entrance gate to the property shall be locked at all times with only the parties to this agreement having keys to the lock.

19. Lessee shall indemnify and hold Lessors harmless from any damages, loss, or expenses incurred or sustained by Lessors due to the fault of Lessee.

[redacted]

21. In the event of any default in the terms and conditions of the lease by Lessee, Lessors shall have the right to terminate the lease on written notice to Lessee at his last known mailing address. In such event, Lessee shall have thirty (30) days in which to vacate the premises.

22. Lessee shall have an option for a period of one (1) year from the date of this lease to purchase an undivided one-third interest in the property from

[redacted]

[redacted]

23. This lease cannot be assigned by Lessee.

[redacted]

[redacted]

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

AFFIDAVIT

Before me, the undersigned authority personally appeared this day [redacted] well known to me to be the person described herein and who being by me first duly sworn, deposes and says:

My nam[redacted]

[redacted]

Further affiant saith not. [redacted]

Dated this the 5 day of December 2022 [redacted]

STATE OF ALABAMA
COUNTY OF MONTGOMERY

SWORN TO and SUBSCRIBED before me on this the 5 day of November 2022.

[redacted]

[redacted]

of Agricultural Experience - Attachment to Exhibit 3

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

AFFIDAVIT

Before me, the undersigned authority personally appeared this d[redacted]

well known to me to be the person described herein and who being by me first duly sworn,

deposes and says:

[redacted]

Further affiant saith not.

Dated this the 3rd day of December 2[redacted]

STATE OF ALABAMA
COUNTY OF Montgomery

SWORN TO and SUBSCRIBED before me on this the 3rd day of December 2022.

[redacted]

[redacted]

of Agricultural Experience - Attachment to Exhibit 3

STATE OF ALABAMA)
COUNTY OF _____)

AFFIDAVIT

Before me, the undersigned authority personally appeared this da[redacted]ell known to me to be the person described herein and who being by me first duly sworn, deposes and says:

[redacted]

Further affiant saith not.

Dated this the 3 day of [redacted]

STATE OF ALABAMA
COUNTY OF Montgomery

SWORN TO and SUBSCRIBED before me on this the 3 day of December 2022.

[redacted]

Exhibit 4 – Criminal Background Check

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	3/1/23
Signature of Verifying Individual	**Verification Date**

FORM B: BACKGROUND CHECK APPLICANT VERIFICATION

Insa Alabama, LLC
Business License Applicant Name

Integrated Facility
License Type

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

NAME	[redacted]
Jere L. Beasley	
J. Greg Allen	
Phillip C. Pouncey	
L. Shane Seaborn	
Dr. David Herrick	
Kendall C. Dunson	
Samuel E. Bone	
Peter Gallagher	
Stephen Reilly	

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.

J. Greg Allen
Printed Name of Verifying Individual

Owner
Title of Verifying Individual

Signature of Verifying Individual

December 9, 2022
Verification Date

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

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

Insa Alabama, LLC
Business License Applicant Name

Integrated Facility
License Type

Jere Locke Beasley
Individual's Name

[redacted]

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

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

Insa Alabama, LLC
Business License Applicant Name

Integrated Facility
License Type

J. Gregory Allen
Individual's Name

[redacted]

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

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

Insa Alabama, LLC
Business License Applicant Name

Integrated Facility
License Type

Phillip C. Pouncey
Individual's Name

[redacted]

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

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

Insa Alabama, LLC
Business License Applicant Name

Integrated Facility
License Type

L. Shane Seaborn
Individual's Name

[redacted]

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

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

Insa Alabama, LLC
Business License Applicant Name

Integrated Facility
License Type

David Herrick, M.D.
Individual's Name

[redacted]

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

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

Insa Alabama, LLC
Business License Applicant Name

Integrated Facility
License Type

Kendall C. Dunson
Individual's Name

[redacted]

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

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

Insa Alabama, LLC
Business License Applicant Name

Integrated Facility
License Type

Samuel E. Bone
Individual's Name

[redacted]

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

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

Insa Alabama, LLC

Business License Applicant Name

Integrated Facility

License Type

Peter Gallagher

Individual's Name

[redacted]

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

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

Insa Alabama, LLC

Business License Applicant Name

Integrated Facility

License Type

Stephen M. Reilly

Individual's Name

[redacted]

Exhibit 5 – Minimum Performance Bond Requirements

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	3/1/22
Signature of Verifying Individual	**Verification Date**

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

Section A – Applicant Information (to be completed by Applicant)

Insa Alabama, LLC
Integrated Facility Applicant

J. Greg Allen
Contact Person

453 South Hull Street
Applicant Address

Montgomery
City

AL
State

36104
Zip

413-231-4450
Phone

Greg.Allen@BeasleyAllen.com
Email

Section B – Surety Information (to be completed by Surety)

Continental Heritage Insurance Company
Surety Company

Brian D. Rehfuss
Surety's Authorized Representative

CUO & SVP Operations
Title

200 Park Avenue, Suite 400
Surety Address

Orange Village
City

OH
State

44122
Zip

440-995-1420
Phone

brehfuss@chicins.com
Email

Section C – Surety Verification (to be completed by Surety)

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

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

CONTINENTAL HERITAGE INSURANCE COMPANY

ORANGE VILLAGE, OH
POWER OF ATTORNEY

POWER NO. InsaALFormM

KNOW ALL MEN BY THESE PRESENTS: That the Continental Heritage Insurance Company, a corporation in the State of Florida, does hereby nominate, constitute and appoint: ****** Brian D. Rehfuss ******

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed ***Two Million and 00/100 Dollars ($2,000,000.00)***

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

> "RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
> FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Continental Heritage Insurance Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 27th day of August, 2021.

CONTINENTAL HERITAGE INSURANCE COMPANY

Continental Heritage Insurance Company CORPORATE SEAL 2008 FLORIDA

By: _____
Sean T. O'Brien, President

By: _____
Alfred Shikany, Secretary

Notary Public)
State of Florida) SS:

On this 27th day of August, 2021, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Adam Hall and Sean T. O'Brien of the Continental Heritage Insurance Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Orange Village, Ohio, the day and year above written.

NOTARY PUBLIC STATE OF OHIO

JENNIFER LIOTTA-HARRIS
Notary Public, State of Ohio
My Commission Expires
January 22, 2024

_____
Jennifer Liotta-Harris, Notary Public
My Commission Expires January 22, 2024

State of Ohio) SS:

I, the undersigned, Secretary of the Continental Heritage Insurance Company, a stock corporation of the State of Florida, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth herein above, is now in force.
Signed and sealed in Orange Village, Ohio this **16th** day of **December, 2022**.

Continental Heritage Insurance Company CORPORATE SEAL 2008 FLORIDA

_____
Alfred Shikany, Secretary

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

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

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

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

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

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

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

Signature of Surety's Authorized Representative

12-16-2022
Date

Sworn to and subscribed before Sean O'Brien, a Notary Public, by Brian Rehfuss on this 16th day of December, 2022.

Signature of Notary

N/A
My Commission Expires

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

NOTARIAL SEAL STATE OF OHIO

SEAN T. O'BRIEN
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

License Type: Integrated Facility

AM Best Rating Services

Continental Heritage Insurance Company

BestLink AMB # 001933 NAIC # 39551 FEIN # 870363183

Administrative Office
200 Park Avenue Suite 400
Orange Village, Ohio 44122
United States

Web: www.continentalheritage.com
Phone: 440-995-1420
Fax: 216-938-6952
View Additional Address Information

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 058597 - Continental Heritage Hldg Co, LLC is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A- (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	May 25, 2022
Initial Rating Date:	June 30, 1991

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a- (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	May 25, 2022
Initial Rating Date:	April 03, 2008

Financial Size Category View Definition

Financial Size Category:	VI ($25 Million to $50 Million)

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Maurice Thomas
Associate Director : Christopher Draghi, CPCU
Note: *See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.*

Disclosure Information

Disclosure Information Form
View AM Best's Rating Disclosure Form

View AM Best's Rating Review Form

License Type: Integrated Facility

Rating History

AM Best has provided ratings & analysis on this company since 1991.

Financial Strength Rating

Effective Date	Rating
May 25, 2022	A-
May 11, 2021	A-
April 21, 2020	A-
April 04, 2019	A-
April 17, 2018	A-

Long-Term Issuer Credit Rating

Effective Date	Rating
May 25, 2022	a-
May 11, 2021	a-
April 21, 2020	a-
April 04, 2019	a-
April 17, 2018	a-

Best's Credit & Financial Reports

Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s).

Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

Best's Financial Report - Archive - reports which were released prior to the current Best's Financial Report.

View additional news, reports and products for this company.

License Type: Integrated Facility

Press Releases

Date	Title
May 10, 2013	A.M. Best Revises Outlook to Stable for Continental Heritage Insurance Company
Jun 26, 2012	A.M. Best Affirms Ratings of Continental Heritage Insurance Company and Revises Outlook to Negative
Apr 30, 2004	A.M. Best Places Ratings of Century Under Review

European Union Disclosures

A.M. Best-EU Rating Services, B.V. (AMB-EU), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the EU. Therefore, credit ratings issued and endorsed by AMB-EU may be used for regulatory purposes in the EU as per Directive 2013/36/EU.

United Kingdom Disclosures

A.M. Best – Europe Rating Services Limited (AMBERS), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the United Kingdom (UK). Therefore, Credit Ratings issued and endorsed by AMBERS may be used for regulatory purposes in the United Kingdom as per the Credit Rating Agencies (Amendment, etc.) (EU Exit) Regulations 2019.

Australian Disclosures

A.M. Best Asia-Pacific Limited (AMBAP), Australian Registered Body Number (ARBN No.150375287), is a limited liability company incorporated and domiciled in Hong Kong. AMBAP is a wholesale Australian Financial Services (AFS) Licence holder (AFS No. 411055) under the Corporations Act 2001. Credit ratings emanating from AMBAP are not intended for and must not be distributed to any person in Australia other than a wholesale client as defined in Chapter 7 of the Corporations Act. AMBAP does not authorize its Credit Ratings to be disseminated by a third-party in a manner that could reasonably be regarded as being intended to influence a retail client in making a decision in relation to a particular product or class of financial product. AMBAP Credit Ratings are intended for wholesale clients only, as defined.

Credit Ratings determined and disseminated by AMBAP are the opinion of AMBAP only and not any specific credit analyst. AMBAP Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment /purchasing decisions.

A M. Best Asia-Pacific (Singapore) Pte. Ltd. (AMBAPS), Australian Registered Body Number (ARBN No. 35486928345), is a private limited company incorporated and domiciled in Singapore. AMBAPS is a wholesale Australian Financial Services (AFS) Licence holder (AFS No. 540265) under the Corporations Act 2001. Credit ratings emanating from AMBAPS are not intended for and must not be distributed to any person in Australia other than a wholesale client as defined in Chapter 7 of the Corporations Act. AMBAPS does not authorize its Credit Ratings to be disseminated by a third-party in a manner that could reasonably be regarded as being intended to influence a retail client in making a decision in relation to a particular product or class of financial product. AMBAPS Credit Ratings are intended for wholesale clients only, as defined.

Credit Ratings determined and disseminated by AMBAPS are the opinion of AMBAPS only and not any specific credit analyst. AMBAPS Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment /purchasing decisions.

Important Notice: AM Best's Credit Ratings are independent and objective opinions, not statements of fact. AM Best is not an Investment Advisor, does not offer investment advice of any kind, nor does the company or its Ratings Analysts offer any form of structuring or financial advice. AM Best's credit opinions are not recommendations to buy, sell or hold securities, or to make any other investment decisions. For additional information regarding the use and limitations of credit rating opinions, as well as the rating process, information requirements and other rating related terms and definitions, please view Guide to Best's Credit Ratings.

Exhibit 6 – Minimum Liquid Assets Requirement

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
Signature of Verifying Individual	12/26/22 **Verification Date**

Summary

Insa Alabama LLC ("Applicant") *exceeds* the requirement of **§ 20-2A-67**, Code of Alabama 1975 (as amended), that it demonstrate two hundred fifty thousand dollars ($250,000) in liquid assets available at the time the license is issued. In all, Applicant has **approximately $37,000,000 in liquid assets** pledged by its owners and their affiliates. This includes $500,000 in unencumbered liquid assets in an Alabama bank account in its own name. Foremost, Applicant has $500,000.00 in cash in a Deposit Account in the name of Insa Alabama, LLC at the Carmichael Road branch of Synovus Bank in Montgomery. Provided as the first attachment is a confirmation letter of the account's good standing and balance from Synovus Bank (identified as "Insa Alabama, LLC Confirmation Letter – Attachment to Exhibit 6"). Provided as the second attachment is Applicant's deposit account statement from Synovus Bank dated December 22, 2022 showing a cash balance of $500,000 (identified as "Insa Alabama, LLC Deposit Account Statement – Attachment to Exhibit 6").

SYNOVUS

Carmichael Road Banking Center
4121 Carmichael Road, Suite 100
Montgomery, Alabama 36106

December 22, 2022

INSA Alabama, LLC
218 Commerce St
Montgomery AL 36104

This letter is to confirm that INSA Alabama, LLC has the following checking account with Synovus Bank that is open, active and in good standing.

Bank Name: Synovus Bank
Account Name: INSA Alabama, LLC
Routing Number: 061100606
Account Number: xxx6420
Available Balance as of 12/22/2022: $500,000.00

To meet and exceed its capital needs, Applicant has a total of almost $37,000,000 in liquid assets available at the time the license is issued, as summarized in the table below.

Demonstration of Applicant's Liquid Assets (Total Capital)

Source	Amount	Bank	Description
Insa Alabama, LLC	$500,000	Synovus (Montgomery)	Applicant Bank Account
Peter Gallagher, Steve Reilly and "Insa" Entities	$14,308,463.40	Various	Cash Pledge/Capital Contribution
Clearview Ranch, LLC	$4,174,331.06	Synovus and Raymond James (Montgomery)	Cash Pledge/Capital Contribution
J. Greg Allen and Jere Beasley	At least $18,000,000	Various	Cash Pledge/ Capital Contribution
All Owners and Affiliates	$36,982,794.50	Various	Cash Pledge/ Capital Contribution

First, Applicant's 51% owner, Clearview Ranch LLC, has current liquid assets (cash) of more than $4 million pledged for use by Applicant.

- Provided as the third attachment is a Pledge Agreement from Clearview Ranch, LLC under which "Clearview Ranch, LLC pledges to Insa Alabama, LLC sufficient capital necessary to fulfill the obligations and requirements of an Integrated License holder" (identified as "Clearview Ranch, LLC Pledge Agreement – Attachment to Exhibit 6").
- Provided as the fourth attachment are current bank statements for accounts held by Clearview Ranch, LLC, showing a balance of $4,003,071.12 in an account at the Halcyon Pointe Drive Raymond James branch in Montgomery, and a balance of $171,259.94 in a Synovus Bank account (identified as "Clearview Ranch, LLC Bank Statements – Attachment to Exhibit 6").

In turn, Clearview Ranch, LLC is roughly 99% owned by Jere Beasley and J. Greg Allen, both of whom are high net worth individuals. As noted in the Asset Verification Letters provided as the fifth attachment (identified as "Asset Verification Letters – Attachment to Exhibit 6") from Jere and Greg's accountants at Raymond James in Montgomery, both individuals have "personal assets with Raymond James Financial, Inc."

that are "far above" what would be necessary to fulfill Applicant's approximately $9,000,000 startup budget. Both Jere and Greg have personally pledged to provide Applicant with sufficient capital to fulfill capital obligations and requirements of a license holder as shown on the Clearview Ranch, LLC Pledge Agreement.

The remaining 49% of Applicant is owned by the Peter Gallagher and Stephen Reilly, Jr., founders and owners of "Insa," which has operating medical cannabis subsidiaries in Florida, Massachusetts, and Pennsylvania. Like Jere and Greg, Peter and Steve and these Insa entities – GPM II, LLC (parent company), I.N.S.A., Inc. (wholly owned Massachusetts subsidiary), Insa, LLC (wholly owned Pennsylvania subsidiary) and D&D Accounting Services, LLC (wholly owned Florida subsidiary) (collectively, "Insa") – have pledged to make available to Applicant sufficient capital to fulfill the obligations and requirements of a license holder in Alabama's medical cannabis program. The business checking accounts of Insa and its operating subsidiaries have balances totaling **$14,308,463**.

- Provided as the sixth attachment is a pledge from Peter Gallagher, Stephen Reilly, Jr., GPM II, LLC, Insa LLC, I.N.S.A., Inc., and D&D Accounting Services, LLC, jointly and severally, to pledge to Insa Alabama, LLC "sufficient capital in an amount they deem necessary, in their sole and exclusive judgement, to fulfill the obligations and requirements of an Integrated License holder (identified as "Insa Pledge Agreement – Attachment to Exhibit 6").
- Provided as the seventh attachment are the following current Insa bank statements (identified as "Insa Bank Statements – Attachment to Exhibit 6"):
    - Alden Credit Union, I.N.S.A., Inc., Non-Traditional Business Checking Statement, Ending Balance $8,726,993.79 (Statement Date Nov. 11, 2022 – Dec. 9, 2022).
    - Parke Bank, INSA LLC, MRB Analysis Checking Statement, Ending Balance $3,876,269.11 (Statement Ending 11/30/22).
    - CFG Bank, D&D Accounting Services, LLC, Tier 1 CRB Checking Accounts Statement, Ending Balance $106,682.30 (Statement Ending 10/31/22).
    - Key Bank, GPM II, LLC, Key Bank Basic Business Checking, Ending Balance $602,807.15 (Statement Ending 11/30/22).

- Surety Bank, D&D Accounting Services, LLC, Business Checking, Ending Balance $915,393.27 (Statement Ending 10/31/22).
- Needham Bank, GPM II, LLC NB Business Checking, Ending Balance $10,477.86 (Statement Ending 11/30/22).
- Needham Bank, I.N.S.A., Inc., NB Corporate Checking, Ending Balance $69,839.96 (Statement Ending 11/30/22).

It bears emphasis that Applicant and its team have more-than-adequate liquid assets to bring to bear in fulfilling Applicant's mission. Doing right by patients is a critical part of the business ethos of Applicant's founders – Jere Beasley and Greg Allen. Indeed, Mr. Beasley and Mr. Allen have built their careers as highly-successful trial attorneys who have brought cases on behalf of individuals harmed by pharmaceutical products and medical devices; as fierce consumer advocates, Mr. Beasley and Mr. Allen hold themselves to the highest standard when it comes to the treatment of Alabama patients. The same can be said of Mr. Beasley's and Mr. Allen's medical cannabis leadership partners at Insa, a multi-state medical cannabis operator with a spotless record of compliance that has made patient-centered care the backbone of its operations supplying ten dispensaries in multiple states. Insa's scale of operations is impressive. They have a proven record of deploying capital to reach market quickly, and safely. Operations include a 100,000 square foot cultivation and production facility in rural Polk County, Florida that employs 135 people, a 105,000 square foot cultivation and production facility in a revitalized mill in Easthampton, Massachusetts that employs 165 people, and a 40,000 square-foot medical cultivation and production facility built on the site of a decommissioned coal plant in rural Shamokin Dam, Pennsylvania. This speaks to Insa's deep understanding of what it takes to get capital-intensive medical cannabis facility up and running swiftly and efficiently, which has informed Applicant's realistic, achievable, and conservative financial projections. In Alabama, this is all the more true because Applicant will lease equipment from GPM II, LLC which, as a large medical cannabis operator, ***already*** has the needed equipment on hand and ready to transfer to Applicant's Integrated Facility in Montgomery. In this way, Applicant will avoid any delays associated with purchase orders, shipping, and so forth that would get in the way of it beginning to serve Alabama patients as soon as possible.

The long experience held by our team members will enable them to rapidly deploy their liquid assets for the benefit of Montgomery, the State of Alabama, and its workforce and qualifying patients.

Table of Contents

SYNOVUS

Carmichael Road Banking Center
4121 Carmichael Road, Suite 100
Montgomery, Alabama 36106

December 22, 2022

INSA Alabama, LLC
218 Commerce St
Montgomery AL 36104

This letter is to confirm that INSA Alabama, LLC has the following checking account with Synovus Bank that is open, active and in good standing.

Bank Name: Synovus Bank
Account Name: INSA Alabama, LLC
Routing Number: 061100606
Account Number: [redacted]
Available Balance as of 12/22/2022: $500,000.00

If you have any questions, I can be reached at 334-274-6470.

Sincerely,

Holly Carter
Commercial Assistant
4121 Carmichael Rd, Ste. 100
Montgomery, AL 36106
Phone: 334-274-6470
Fax: 334-274-6482

SYNOVUS

Synovus Bank named among Most Reputable Banks by Reputation Institute

Insa Alabama, LLC Deposit Account Statement – Attachment to Exhibit 6

Insa Alabama, LLC

[redacted]6420 150 Pro Business Checking

Ledger balance:	249,982.00	Today's activity:	250,018.00
Current balance:	500,000.00	Total Holds:	0.00
Account available balance:	500,000.00	Float:	0.00
Total accessible balance:	500,000.00	Unused PRA:	
Closing balance:	500,000.00	Related available balance:	0.00
Last statement:	00/00/0000		

7 All transactions, 12/01/2022 to 12/22/2022

Date	Check	Debit	Credit	Other	Description	Status	Balance
12/22/2022			250,000.00		623 - Domestic Wire In	Pending	
12/22/2022			18.00		629 - Credit Memo	Pending	
12/19/2022				**249,982.00**	**Daily balance**		
12/19/2022		18.00			798 - Service Charge		249,982.00
12/19/2022			125,000.00		623 - Domestic Wire In		250,000.00
12/07/2022				**125,000.00**	**Daily balance**		
12/07/2022			18.00		629 - Credit Memo		125,000.00
12/01/2022				**124,982.00**	**Daily balance**		
12/01/2022		18.00			798 - Service Charge		124,982.00
12/01/2022			125,000.00		623 - Domestic Wire In		125,000.00

Synovus Bank
DEC 22 2022

Clearview Ranch, LLC Pledge Agreement – Attachment to Exhibit 6

Pledge Agreement

This Pledge Agreement entered into as of the 15th day of December 2022 (the "**Effective Date**") by Jere L. Beasley, an individual ("**Beasley**"), J. Greg Allen, an individual ("**Allen**"), and Clearview Ranch, LLC, an Alabama limited liability company, ("**Clearview**", and collectively Beasley and Allen, the "**Pledgors**") for the benefit of Insa Alabama, LLC, an Alabama limited liability company (hereinafter "**Insa Alabama**" or "**Pledgee**").

WITNESSETH

WHEREAS, Insa Alabama is applying for an Integrated License (the "**License**") from the Alabama Medical Cannabis Commission (the "**Commission**"); and

WHEREAS, the regulations of the Commission and the application for the License require financial information from an applicant to insure the applicant has the financial ability to undertake and fulfill the requirements of a License holder; and

WHEREAS, the Clearview is a fifty-one (51%) percent membership owner of Insa Alabama; and

WHEREAS, Beasley and Allen each own forty-nine (49%) percent of Clearview,

NOW THEREFORE, in consideration of the foregoing the following pledge is made by the Pledgors.

1. Clearview Ranch, LLC pledges to Insa Alabama, LLC sufficient capital necessary to fulfill the obligations and requirements of an Integrated License holder.

2. Jere L. Beasley and J. Greg Allen pledge to Clearview Ranch, LLC sufficient capital to fulfill its pledge to Insa Alabama as stated aforesaid.

3. The foregoing pledges shall be in the form of capital contributions or loans in such amounts necessary as required aforesaid without terms or conditions that would hinder Insa Alabama, LLC to fulfill its obligations as an Integrated License holder.

Signatures on following page

Clearview Ranch, LLC Pledge Agreement – Attachment to Exhibit 6

IN WITNESS WHEREOF, as of the Effective Date, Clearview Ranch, LLC, an Alabama limited liability company, has caused this instrument to be executed in its name and behalf by its authorized Managing Members, and Jere L. Beasley and J. Greg Allen have executed for themselves individually.

Pledgor:
Clearview Ranch, LLC
An Alabama limited liability company

By Jere L. Beasley
Its Managing Member

By J. Greg Allen
Its Managing Member

Jere L. Beasley
individually

By J. Greg Allen
Individually

License Type: Integrated Facility

RAYMOND JAMES®

October 31 to November 30, 2022

Account #[redacted]

RICHARD AUSTIN
Raymond James & Associates
7460 HALCYON POINTE DRIVE | SUITE 101 | MONTGOMERY, AL 36117
(800) 846-3886 | (334) 213-4116
https://www.raymondjames.com/richardaustin
Richard.Austin@RaymondJames.com

051661014747 02 AB 0.491 60 6197 3

CLEARVIEW RANCH, LLC LLC
218 COMMERCE ST
MONTGOMERY AL 36104-2540186

Raymond James Capital Access
Client Services
800-759-9797
24 hours a day, 7 days a week,
including holidays

Online Account Access
raymondjames.com/clientaccess

Clearview Ranch, LLC Account Summary - [redacted]

Advisory

Value This Statement

$4,003,071.12

Last Statement	Prior Year-End
$4,888,813.32	$0.00

Time-Weighted Performance*

YTD	2021
5.53%	N/A

	This Statement	Year to Date
Beginning Balance	**$4,888,813.32**	**$0.00**
Deposits	$0.00	$4,793,428.83
Income	$8,151.27	$9,009.29
Withdrawals	$(1,000,000.00)	$(1,000,000.00)
Expenses	$(6,763.47)	$(6,763.47)
Change in Value	$112,870.00	$207,396.47
Ending Balance	**$4,003,071.12**	**$4,003,071.12**

Performance Inception: 10/13/2022

Important Messages

- Your account purpose is Wealth Accumulation, with a moderate risk tolerance and a time horizon exceeding 20 years.
- Copies to: SAM BONE
- Realized gain/loss summary (Please see Cost Basis on the Understanding Your Statement page.)

	Year-To-Date
• Short-term gains	$27.01
• Short-term losses	$(6,326.04)
• Long-term gains	$354.46

P.O. Box 2646-R, Columbus, GA 31902

SYNOVUS®

Statement of Account

Last statement: November 03, 2022
This statement: December 05, 2022
Total days in statement period: 32
000-140-966-2 053 165

Page 1 of 2

Direct inquiries to:
888-796-6887

009598 019639 000001/000002 000000 165

CLEARVIEW RANCH LLP
PO BOX 4160
MONTGOMERY AL 36103-4160

Summary of Account Balance

Account	Number	Ending Balance
Commercial Money Market	[redacted]	$171,259.94

Commercial Money Market

Account Number [redacted] 6 Enclosures

Beginning balance	176,050.21		
Deposits/Credits	23.07	Low balance	171,236.87
Withdrawals/Debits	4,813.34	Average balance	175,422.10
Ending balance	171,259.94	Average collected balance	175,422.00
Interest paid year to date	130.37		

Checks

Number	Date	Amount
0	11-09	86.00
107	11-14	409.65
1049 *	11-21	117.69
1050	11-21	100.00
1051	11-21	100.00
1052	12-05	4,000.00

** Skip in check sequence*

Deposits/Other Credits

Date	Transaction Type	Description	Amount
12-05	Interest Credit		23.07

Balance Summary

Date	Amount	Date	Amount	Date	Amount
11-03	176,050.21	11-14	175,554.56	12-05	171,259.94
11-09	175,964.21	11-21	175,236.87		

RAYMOND JAMES

Richard B. Austin, CRPS®
First Vice President - Investments
richard.austin@raymondjames.com

Corrie Simpler
Senior Client Service Associate
corrie.simpler@raymondjames.com

December 21, 2022

Re: Greg Allen Asset Verification

To whom it may concern,

This letter is to confirm that Mr. Allen has personal assets with Raymond James Financial, Inc. and they are far above the $9mm if needed for INSA of Alabama funding. These funds are freely available upon instruction from the client. All of his accounts are and have been in good standing and we confirm there are no liens or encumbrances on these funds.

We value our business relationship with Mr. Allen as a reputable and trustworthy client.

Should you require any further assistance, please feel free to contact me at 334.213.4143.

Corrie Simpler
Sr. Client Service Associate
to Richard Austin, CRPS®, AIF®

7460 Halcyon Pointe Drive, Suite 101 // Montgomery, AL 36117
334.213.4116 // 334.213.4143 // www.RaymondJames.com/RichardAustin

RAYMOND JAMES

Richard B. Austin, CRPS®
First Vice President - Investments
richard.austin@raymondjames.com

Corrie Simpler
Senior Client Service Associate
corrie.simpler@raymondjames.com

December 21, 2022

Re: Jere Beasley Asset Verification

To whom it may concern,

This letter is to confirm that Mr. Beasley has personal assets with Raymond James Financial, Inc. and they are far above the $9mm if needed for INSA of Alabama funding. These funds are freely available upon instruction from the client. All of his accounts are and have been in good standing and we confirm there are no liens or encumbrances on these funds.

We value our business relationship with Mr. Beasley as a reputable and trustworthy client.

Should you require any further assistance, please feel free to contact me at 334.213.4143.

Corrie Simpler

Corrie Simpler
Sr. Client Service Associate
to Richard Austin, CRPS®, AIF®

7460 Halcyon Pointe Drive, Suite 101 // Montgomery, AL 36117
334.213.4116 // 334.213.4143 // www.RaymondJames.com/RichardAustin

Insa Pledge Agreement – Attachment to Exhibit 6

Pledge Agreement

This Pledge Agreement entered into as of the 26 day of December 2022 (the "**Effective Date**") by Peter Gallagher, an individual ("**Gallagher**"), and Stephen Reilly, Jr. an individual ("**Reilly**",) and GPM II, LLC, a Delaware limited liability company ("**GPM II**"), Insa LLC, a Pennsylvania limited liability company (**"Insa LLC"**), I.N.S.A., Inc., a Massachusetts corporation ("**I.N.S.A**"), D&D Accounting Services, LLC, a Florida limited liability company ("**D&D Accounting**"), (hereinafter, GPM II, Insa LLC, I.N.S.A., D&D Accounting, collectively "Insa") (hereinafter, Insa, collectively with Gallaher and Reilly, the "**Pledgors**") for the benefit of **Insa Alabama, LLC**, an Alabama limited liability company (hereinafter "**Insa Alabama**" or "**Pledgee**").

WITNESSETH

WHEREAS, Insa Alabama is applying for an Integrated Facility License (the "**License**") from the Alabama Medical Cannabis Commission (the "**Commission**"); and

WHEREAS, the regulations of the Commission and the application for the License require financial information from an applicant to insure the applicant has the sufficient capital to undertake and fulfill the requirements of a License holder; and

WHEREAS, Gallagher and Reilly are collectively forty-nine (49%) percent membership owners of Insa Alabama and are collectively Thirty-Nine and 10/100 (31.1%) percent owners of Insa; and

WHEREAS, Pledgors wish to pledge a commitment of such capital as is necessary to ensure Insa Alabama will have all necessary capital to fund the total of Insa Alabama's annual budgets during the first three full years after the License is issued.

NOW THEREFORE, in consideration of the foregoing the following pledge is made by the Pledgors.

1. Pledgors, jointly and severally, pledge to Insa Alabama sufficient capital in an amounts they deem necessary, in their sole and exclusive judgement, to fulfill the obligations and requirements of an Integrated License holder.

2. The foregoing pledge may be in the form of capital contributions or loans in such amounts necessary for use by Insa Alabama, and notwithstanding anything to the contrary herein such loan or contribution shall only be funded subject to final execution of mutually acceptable definitive document in all respects

Signatures on following page

Insa Pledge Agreement – Attachment to Exhibit 6

IN WITNESS WHEREOF, as of the Effective Date, Peter Gallagher and Steve Reilly have executed this Pledge Agreement.

Pledgors:

Peter Gallagher

Peter Gallagher
individually

Steve Reilly
Individually

GPM II, LLC

Peter Gallagher

Peter Gallagher

Insa, LLC

Peter Gallagher

Peter Gallagher

I.N.S.A, Inc.

Peter Gallagher

Peter Gallagher

D&D Accounting Services, LLC

Peter Gallagher

Peter Gallagher

Alden CREDIT UNION
BANKING. NO BOUNDARIES.
710 Grattan Street, Chicopee, MA 01020

Main Office
413-536-0475
www.aldencu.com

Customer Statement:

Account Number: [redacted]
Statement Date: Nov 11, 2022 thru Dec 09, 2022

Summary - All Accounts

Product	Account #	Ending Balance
Non Traditional Business Check	xxxxxxxx4011	$8,726,993.79

INSA INC
122 PLEASANT STREET SUITE 144
EASTHAMPTON MA 01027-1359

Non Traditional Business Check - [redacted]

Date	Transaction Description	Withdrawal	Deposit	Balance
	BEGINNING BALANCE			**$9,183,089.12**
Nov 14	External Withdrawal COMCAST 8773110 800-COMCAST 181580254	-196.14		9,182,892.98
Nov 14	External Withdrawal FEDERAL - EXPRESS DEBIT	-1,230.02		9,181,662.96
Nov 14	External Withdrawal PROG - CASUALTY BRANCH43DEBIT ACH INS PREM	-1,398.00		9,180,264.96
Nov 14	External Withdrawal CANNAGAS - SUPPLY SALE ID NBR: NONE	-2,950.00		9,177,314.96
Nov 14	External Withdrawal ULINE - 800-295-5510 SUPPLIES ID NBR: 7745455	-3,268.82		9,174,046.14
Nov 14	External Withdrawal KEYSTONE - SALE ID NBR: NONE	-3,401.51		9,170,644.63
Nov 14	External Withdrawal KEYSTONE - SALE ID NBR: NONE	-3,586.42		9,167,058.21
Nov 14	External Withdrawal AMEX - EPAYMENT ER AM ACH PMT ID NBR: W6940	-5,609.39		9,161,448.82
Nov 14	External Withdrawal ULINE - 800-295-5510 SUPPLIES ID NBR: 7745455	-9,578.51		9,151,870.31
Nov 14	4292 Check	-8,286.01		9,143,584.30
Nov 14	4240 Check	-23,008.89		9,120,575.41
Nov 14	Sweep Deposit from *4037 CK - - INSA INC - Sweep Name Unassigned From 50914037		18,032.62	9,138,608.03
Nov 14	Sweep Deposit from *4045 CK - - INSA INC - Sweep Name Unassigned From 50914045		30,577.24	9,169,185.27
Nov 14	Sweep Deposit from *4053 CK - - INSA INC - Sweep Name Unassigned From 50914053		28,184.31	9,197,369.58

03JQKA_CU_108AL0001_M062

PARKEBANK
A Return to Better Banking®

P.O. Box 40
601 Delsea Dr.
Sewell, NJ 08080

RETURN SERVICE REQUESTED

INSA LLC
122 PLEASANT ST STE 144
EASTHAMPTON MA 01027-1359

License Type: Integrated Facility
Statement Ending 11/30/2022

Managing Your Accounts

Phone Number	1.866.PARKEBK (727.5325)
Mailing Address	P.O. Box 40 601 Delsea Dr. Sewell, NJ 08080
Online Access	www.parkebank.com

Summary of Accounts

Account Type	Account Number	Ending Balance
MRB Analysis Checking	[redacted]	$3,876,269.11

MRB Analysis Checking - [redacted]

MRB Analysis Checking

Account Summary

Date	Description	Amount
11/01/2022	**Beginning Balance**	**$2,685,288.40**
	50 Credit(s) This Period	$3,120,674.21
	95 Debit(s) This Period	$1,929,693.50
11/30/2022	**Ending Balance**	**$3,876,269.11**
	Service Charges	-$2,500.00

Member FDIC

CFG BANK

License Type: Integrated Facility

Statement Ending 10/31/2022

1422 Clarkview Road
Baltimore, MD 21209

RETURN SERVICE REQUESTED

D & D ACCOUNTING SERVICES LLC
OPERATING ACCOUNT
35 CENTER ST
CHICOPEE MA 01013-2692

D & D Accounting Services LLC *Page 1 of 6*
Customer Number: [redacted]

Managing Your Accounts

Bank Name	CFG Bank
Phone Number	(888)-423-4226
Mailing Address	Corporate Offices 1422 Clarkview Road Baltimore MD 21209
Online Access	www.cfg.bank

As of January 1st 2023, CFG Bank will no longer partner with M&T Bank to offer surcharge free ATM withdrawals. We are now partnering with Allpoint to offer surcharge free ATM services.

Summary of Accounts

Account Type	Account Number	Ending Balance
Tier I CRB Checking Account	[redacted]	$106,682.30

Tier I CRB Checking Account-[redacted]

Account Summary

Date	Description	Amount
10/01/2022	**Beginning Balance**	**$38,987.00**
	37 Credit(s) This Period	$124,198.64
	15 Debit(s) This Period	$56,503.34
10/31/2022	**Ending Balance**	**$106,682.30**

Deposits

Date	Description	Amount
10/03/2022	Transfer Deposit From DDA [redacted]	$550.00

FDIC

KeyBank
P.O. Box 93885
Cleveland, OH 44101-5885

Business Banking Statement
November 30, 2022
page 1 of 3

218201002092

22 31 T 820 00000 R EM AO
GPM II LLC
35 CENTER ST
CHICOPEE MA 01013-2692

Questions or comments?
Call our Key Business Resource Center
1-888-KEY4BIZ (1-888-539-4249)

Enroll in Online Banking today at Key.com.
Access your available accounts, transfer funds and view your transactions right from your PC.

KeyBank Basic Business Checking [redacted]
GPM II LLC

Beginning balance 10-31-22	$29,508.43
4 Additions	+1,015,966.39
27 Subtractions	-442,498.67
Net fees and charges	-169.00
Ending balance 11-30-22	**$602,807.15**

Additions

Deposits	*Date*	*Serial #*	*Source*			
	11-1	213169	Wire Deposit	Gpm II Llc	8549	$250,000.00
	11-14	363201	Wire Deposit	Gpm II Llc	8549	264,500.00
	11-23	475364	Wire Deposit	Gpm II Llc	8549	500,000.00
	11-25		KeyBank Nationalpayment		4323445	1,466.39
			Total additions			**$1,015,966.39**

Subtractions

Paper Checks ** check missing from sequence*

Check	*Date*	*Amount*	*Check*	*Date*	*Amount*	*Check*	*Date*	*Amount*
1445	11-23	$1,350.00	1502	11-9	4,310.00	1509	11-18	6,000.00
*1481	11-4	2,500.00	1503	11-7	24,452.50	1510	11-18	3,722.25
*1492	11-14	3,646.06	1504	11-10	2,051.10	*1512	11-29	80.00
*1496	11-3	3,722.25	1505	11-15	3,000.00	1513	11-30	25,978.37
1497	11-2	150.00	1506	11-15	131,311.78	*1515	11-30	49,200.00
1498	11-14	4,187.50	1507	11-17	5,322.50	1516	11-28	708.30
1499	11-14	6,102.18	1508	11-16	5,000.00	1517	11-30	3,000.00
*1501	11-8	4,000.00						

Paper Checks Paid **$289,794.79**

SURETY BANK
990 N. Woodland Blvd.
DeLand FL 32720
1-386-SURETY

Member FDIC

D&D ACCOUNTING SERVICES LLC
35 CENTER STREET
CHICOPEE MA 01013

Last Statement: 10/01/22
This Statement: 10/31/22
Total Days In Statement Period: 31

Important Customer Notice

New Branch Lobby Hours Effective November 1st, 2022,
Monday to Thursday- 9am-4pm.
Friday- 9am-5pm.
Drive Thru hours will remain the same.

Business Checking - [redacted]

Activity Summary

Average Balance	1,891,612.71	Previous Statement Balance	2,163,993.69
5 Deposits / Credits	3,140,938.75	Debits / Fees	0.00
134 Checks / Debits	-4,389,539.17	Interest Paid This Period	0.00
Interest Paid YTD	0.00	Ending Statement Balance	915,393.27
Annual Percentage Yield Earned	0.00%		

Deposits and other Credits

Date	Description	Amount $
10/04	Incoming Wire Incoming Wire to CHK	1,000,291.95
10/05	Deposit	35,000.00
10/21	Incoming Wire Incoming Wire to CHK	997,570.00
10/25	Incoming Wire Incoming Wire to CHK	1,000,000.00
10/28	Incoming Wire Incoming Wire to CHK	108,076.80

NB NeedhamBank

1063 Great Plain Avenue, Needham, MA 02492

Phone 781-444-2100
Website www.NeedhamBank.com

DDAS

Customer Statement

Account Number: [redacted]
Statement Date: Nov 01, 2022 thru Nov 30, 2022

Summary - All Accounts

Product	Account #	Ending Balance
NB Business Checking	[redacted]	$10,477.86

GPM II LLC
OPERATING ACCOUNT
35 CENTER ST
CHICOPEE MA 01013-2692

NB Business Checking - [redacted]

Date	Transaction Description	Withdrawal	Deposit	Balance
	BEGINNING BALANCE			**$261,910.86**
Nov 01	Domestic Wire Withdrawal WIRE OUT D GPM II	-250,000.00		
Nov 01	Domestic Wire Wth Fee WIRE FEE D	-25.00		
Nov 10	Deposit Internet Transfer from X3549 CK - - transfer to OP		108,000.00	
Nov 10	Deposit Internet Transfer from X3408 CK - trans		167,000.00	
Nov 10	Domestic Wire Withdrawal WIRE OUT D Aeton Law - partners LLP	-10,833.00		
Nov 10	Domestic Wire Wth Fee WIRE FEE D	-25.00		
Nov 14	Domestic Wire Withdrawal WIRE OUT D Keybank	-264,500.00		
Nov 14	Domestic Wire Wth Fee WIRE FEE D	-25.00		
Nov 14	Withdrawal Reversal REVERSED WIRE OUT D Keybank		264,500.00	
Nov 14	Withdrawal Reversal REVERSED WIRE FEE D		25.00	
Nov 14	Domestic Wire Withdrawal WIRE OUT D GPM II, LLC	-264,500.00		
Nov 14	Domestic Wire Wth Fee WIRE FEE D	-25.00		
Nov 22	Deposit Internet Transfer from X3408 CK - - Transfer to GPM		500,000.00	
Nov 23	Domestic Wire Withdrawal WIRE OUT D GPMII LLC	-500,000.00		
Nov 23	Domestic Wire Wth Fee WIRE FEE D	-25.00		
Nov 25	Activity 11-24 Withdrawal Internet Transfer to 591766822 CK - intercompany transfer	-1,000.00		
	ENDING BALANCE			**$10,477.86**

Balance Summary

Date	Balance	Date	Balance	Date	Balance	Date	Balance
Nov 01	11,885.86	Nov 10	276,027.86	Nov 14	11,502.86	Nov 22	511,502.86

Thank you.

We are ever mindful that our customers have choices when it comes to banking. During this season of thanks, we wanted to express our gratitude for your business.

03CJDA_BK_173NB0001_M061

NB NeedhamBank

1063 Great Plain Avenue, Needham, MA 02492

Phone 781-444-2100
Website www.NeedhamBank.com

DDAS

Customer Statement

Account Number: [redacted]
Statement Date: Nov 01, 2022 thru Nov 30, 2022

Summary - All Accounts

Product	Account #	Ending Balance
NB Corporate Checking	[redacted]	$69,839.96

INSA INC
OPERATING ACCOUNT
35 CENTER ST SUITE 1A
CHICOPEE MA 01013-2692

NB Corporate Checking [redacted]

Date	Transaction Description	Withdrawal	Deposit	Balance
	BEGINNING BALANCE			**$406,174.29**
Nov 02	Deposit Internet Transfer from 591663549 CK - - transfer to OP		77,000.00	
Nov 02	Deposit Internet Transfer from 591663416 CK - - Transfer to OP		60,000.00	
Nov 02	Withdrawal	-6,000.00		
Nov 02	Domestic Wire Withdrawal WIRE OUT D D+D Accounting Services, LLC	-500,000.00		
Nov 07	Deposit Internet Transfer from 591663416 CK - - transfer		144,000.00	
Nov 07	Deposit Internet Transfer from 591663549 CK - - transfer		83,000.00	
Nov 09	Domestic Wire Withdrawal WIRE OUT D ActionPac	-141,330.00		
Nov 09	Descriptive Withdrawal Change Order	-6,000.00		
Nov 10	Deposit Internet Transfer from 591663416 CK - - tran to OP		74,000.00	
Nov 10	Withdrawal Internet Transfer to 591668549 CK - - trans	-167,000.00		
Nov 10	Domestic Wire Withdrawal WIRE OUT D SaveDaily Financial Group, LLC	-23,628.54		
Nov 15	Deposit Internet Transfer from 591663549 CK - - transfer to op		120,000.00	
Nov 15	Deposit Internet Transfer from 591663416 CK - - transfer to op		152,000.00	
Nov 16	Withdrawal	-2,850.00		
Nov 16	Eff. 11-15 Acct Analysis Service Charge	-1,093.03		
Nov 16	Withdrawal Internet Transfer to 591739960 CK - Bring Fuel acct to $5K	-4,142.55		
Nov 22	Deposit Internet Transfer from 591663549 CK - - Trans to op		154,000.00	
Nov 22	Deposit Internet Transfer from 591663416 CK - - Trans to Op		192,000.00	
Nov 22	Withdrawal Internet Transfer to 591668549 CK - - Transfer to GPM	-500,000.00		

03CJDA_BK_173NB0001_M061

Exhibit 7 – Demonstration of Sufficient Capital

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	12/26/22
Signature of Verifying Individual	**Verification Date**

Insa Alabama LLC ("Applicant") *far exceeds* the requirement of § 20-2A-67(d)(3), Code of Alabama 1975 (as amended), that it demonstrate it has sufficient capital to fund its annual budgets during the first three full years after an Integrated Facility license is issued. Applicant has a total of almost $37,000,000 in liquid assets available immediately.

Demonstration of Applicant's Capital

Source	Amount	Bank	Description
Insa Alabama, LLC	$500,000	Synovus (Montgomery)	Applicant Bank Account
Peter Gallagher, Steve Reilly and "Insa" Entities	$14,308,463.40	Various	Cash Pledge/Capital Contribution
Clearview Ranch, LLC	$4,174,331.06	Synovus and Raymond James (Montgomery)	Cash Pledge/Capital Contribution
J. Greg Allen and Jere Beasley	At least $18,000,000	Various	Cash Pledge/ Capital Contribution
All Owners and Affiliates	$36,982,794.50	Various	Cash Pledge/ Capital Contribution

Provided at **Attachment 1** is a verification by independent Certified Public Accountant, E. Coye Yeager, Jr., the Managing Partner of Bartlett, Gunter & Yeager Certified Public Accountants, P.C. at 2002 Executive Park Drive in Opelika, stating "based upon my review and knowledge of the Company's financials, Insa Alabama, LLC is sufficiently capitalized and, in specific, has access to capital sufficient to meet the total of its projected annual budgets during the first three years after issuance of a license [(2024-2026)]." Verifications of the same from the Applicant's Responsible Person and Contact Person are included below.

Annual Budget During First Full Three Years After License Issuance

Based on the more than a century of combined experience of Applicant's owners in launching and operating businesses, including medical cannabis operations employing hundreds across three states, and Alabama urban redevelopment projects, such as Montgomery's Alley Station project, Applicant has a sophisticated budget and conservative Profit and Loss Statement. Applicant projects a total capital and operating budget

beginning at issuance of the Integrated Facility license (July 2023) through end of its third full year (2026) of $30,711,358. Between the initial equity investment of $9 million and the projected revenue of $29.3 million from 2024-26, Applicant's total sources of funds ($38.3 million) far exceeds the uses of funds ($30,711,358). The initial $9 million equity investment is adequate start-up capital to get the business to profitability and positive cash flow. Additionally, Applicant has immediate access to an additional $27,982,794 in equity capital that was pledged to the business by its owners. The owners of the Applicant have demonstrated their ability to efficiently allocate capital in the medical cannabis industry. With less than $20 million in equity capital, Peter Gallagher and Steve Reilly built Insa, a vertically integrated, multi-state operator that generates >$100 million in revenue annually and has industry leading returns on equity and invested capital.

Figure 1. Insa Alabama, LLC - Budget by Period

	Start-up (2022-23)	2024	2025	2026
Capital Budget				
Store Construction	$4,882,338	$0	$0	$0
Production Facility Construction	2,614,297	0	0	0
Sub-Total	**$7,496,635**	**$0**	**$0**	**$0**
Operating Budget				
Payroll	$514,272	$3,540,944	$3,647,172	$3,756,587
Utilities	24,000	108,000	108,000	108,000
Nutrients & Supplies	9,000	18,000	18,000	18,000
Rent	52,000	404,000	413,000	422,270
Equipment Lease	0	359,616	359,616	359,616
Other	100,000	300,000	300,000	300,000
Taxes	0	1,660,896	2,953,872	3,129,318
Working Capital	116,545	104,255	4,800	4,944
Sub-Total	**$815,817**	**$6,495,711**	**$7,804,460**	**$8,098,735**
Total Budget	**$8,312,452**	**$6,495,711**	**$7,804,460**	**$8,098,735**

Note: Equipment will be leased from GPM II LLC. Therefore, equipment costs are not displayed in the capital budget. The annual lease expense for the equipment is reflected as an operating expense in the annual budget.

Applicant's access to nearly $37,000,000 in cash is bolstered by the fact that Applicant's founders *already own* Applicant's cultivation and production facility – an underutilized property on Perimeter Parkway in Montgomery – and that Applicant has **no proposal to take on any debt**. Applicant's speed to market and commencement of cultivation within 60 days, as required by § 20-2A-62(c)(3) Code of Alabama 1975 (as amended), will not be hindered by negotiations with third party lenders or landlords.

Profit and Loss Statement

	Inception	Commencement	Post Commencement		
	2022	2023	2024	2025	2026
Revenue	$0	$0	$7,200,000	$10,800,000	$11,340,000
Payroll	0	514,272	1,919,984	1,977,584	2,036,911
Utilities	0	24,000	48,000	48,000	48,000
Nutrients & Supplies	0	9,000	18,000	18,000	18,000
Rent	0	52,000	104,000	104,000	104,000
Equipment Lease	0	0	359,616	359,616	359,616
Other	0	100,000	200,000	200,000	200,000
COGS	0	699,272	2,649,600	2,707,200	2,766,527
Gross Profit	**0**	**-699,272**	**4,550,400**	**8,092,800**	**8,573,473**
Payroll	0	0	1,620,960	1,669,589	1,719,676
Rent	0	0	300,000	309,000	318,270
Utilities	0	0	60,000	60,000	60,000
Other	0	0	100,000	100,000	100,000
Operating Expenses	0	0	2,080,960	2,138,589	2,197,946
Operating Profit	**0**	**-699,272**	**2,469,440**	**5,954,212**	**6,375,527**
Taxes	0	0	1,660,896	2,953,872	3,129,318
Net Profit	**$0**	**-$699,272**	**$808,544**	**$3,000,340**	**$3,246,209**

Applicant Has Far More Funding Than the "Sufficient Capital"

First, Applicant's 51% owner, Clearview Ranch LLC, has current liquid assets (cash) of more than $4 million pledged for use by Applicant. Under an executed Pledge Agreement provided with this application "Clearview Ranch, LLC pledges to Insa Alabama, LLC sufficient capital necessary to fulfill the obligations and requirements of an Integrated License holder." Clearview Ranch, LLC has provided with this application current bank statements in Alabama bank accounts showing **$4,020,331.06 in cash**.

In turn, Clearview Ranch, LLC is roughly 99% owned by Jere Beasley and J. Greg Allen, both of whom are high net worth individuals. As noted in the Asset Verification Letters provided with this Application from Jere and Greg's accountants at Raymond James in Montgomery, both individuals have "personal assets with Raymond James Financial, Inc." that are "far above" what would be necessary to fulfill Applicant's approximately $9,000,000 initial startup budget. Both Jere and Greg have personally pledged to provide Applicant with sufficient capital to fulfill capital obligations and requirements of a license holder as shown on the Pledge Agreement submitted with this Application.

The remaining 49% of Applicant is owned by the Peter Gallagher and Stephen Reilly, Jr., owners of "Insa," which has operating medical cannabis subsidiaries in Florida, Massachusetts, and Pennsylvania. Peter and Steve and these Insa entities – GPM II, LLC (parent company), I.N.S.A., Inc. (wholly owned Massachusetts subsidiary), Insa, LLC (wholly owned Pennsylvania subsidiary) and D&D Accounting Services, LLC (wholly owned Florida subsidiary) (collectively, "Insa") – have pledged to make available to Applicant sufficient capital to fulfill the obligations Applicant. This Pledge Agreement and the business checking accounts of Insa and its operating subsidiaries showing balances totaling **$14,308,463 in cash** have been provided with this Application.

"I, the undersigned responsible person for Insa Alabama, LLC, hereby confirm that, based upon my knowledge of the company's financials, Insa Alabama LLC is a sufficiently capitalized and, in specific, has access to capital sufficient to meet the total of its projected annual budgets during the first three years after issuance of a license."

J. Greg Allen

Printed Name of Verifying Official Title of Verifying Official

Signature of Verifying Official Verification Date

"I, the undersigned contact person for Insa Alabama, LLC, hereby confirm that, based upon my knowledge of the company's financials, Insa Alabama, LLC is a sufficiently capitalized and, in specific, has access to capital sufficient to meet the total of its projected annual budgets during the first three years after issuance of a license."

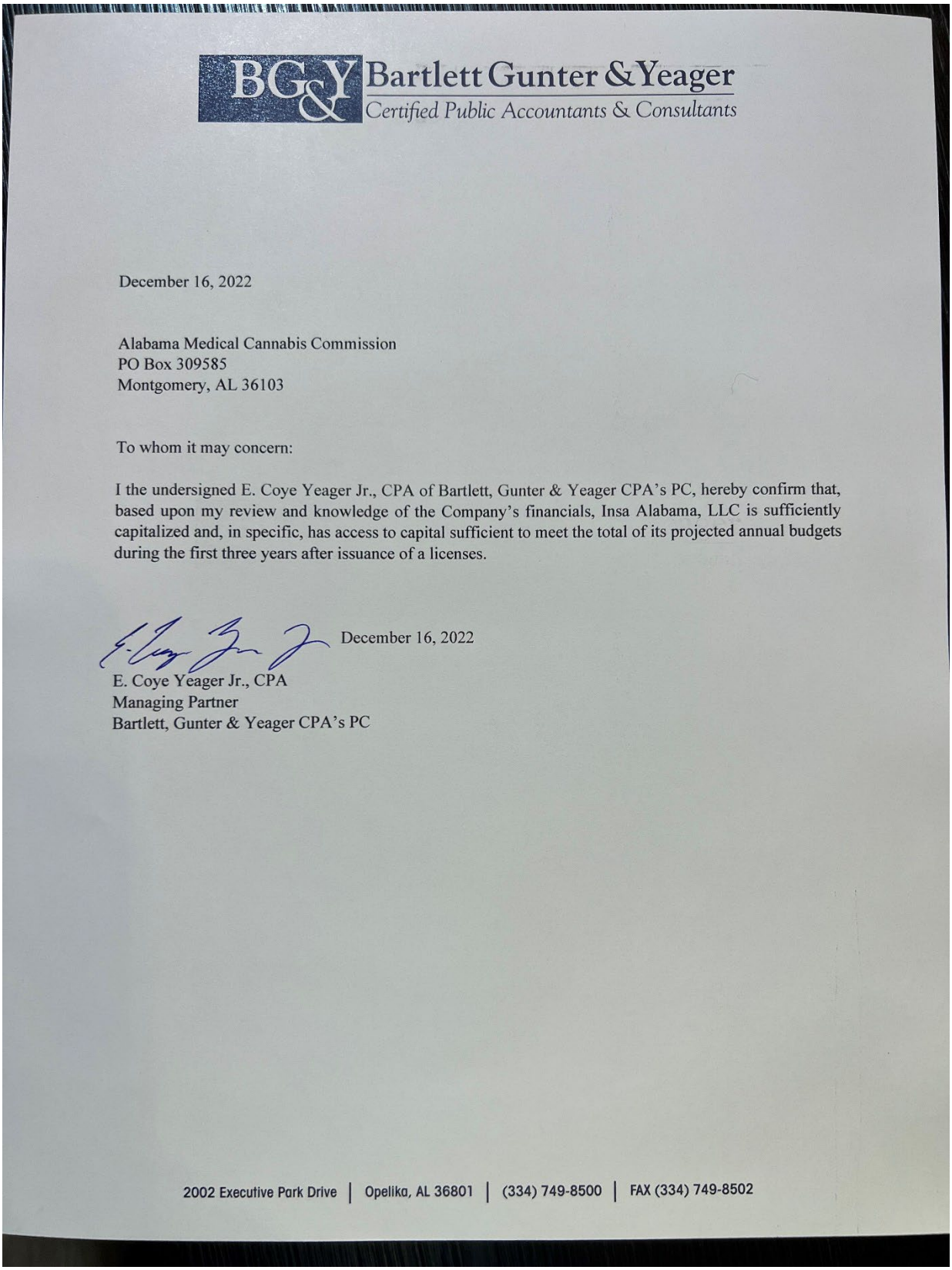
Jere Beasley Owner

Printed Name of Verifying Official Title of Verifying Official

12/26/22

Signature of Verifying Official Verification Date

Figure 2. Verification Letter - Attachment to Exhibit 7



BG&Y Bartlett Gunter & Yeager
Certified Public Accountants & Consultants

December 16, 2022

Alabama Medical Cannabis Commission
PO Box 309585
Montgomery, AL 36103

To whom it may concern:

I the undersigned E. Coye Yeager Jr., CPA of Bartlett, Gunter & Yeager CPA's PC, hereby confirm that, based upon my review and knowledge of the Company's financials, Insa Alabama, LLC is sufficiently capitalized and, in specific, has access to capital sufficient to meet the total of its projected annual budgets during the first three years after issuance of a licenses.

December 16, 2022

E. Coye Yeager Jr., CPA
Managing Partner
Bartlett, Gunter & Yeager CPA's PC

2002 Executive Park Drive | Opelika, AL 36801 | (334) 749-8500 | FAX (334) 749-8502

Exhibit 8 – Minimum Operating Capital Requirement

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	12/26/22
Signature of Verifying Individual	**Verification Date**

Insa Alabama LLC ("Applicant") has the ability to access financial resources of approximately $37 million, far more than the proposed operating budgets of its first two years of operations following acceptance of its application by the Commission. This funding will ensure that Applicant can focus on quickly serving Alabama patients and making a positive economic impact in the Alabama communities in which it will operate. *Applicant's proposed budget is pro-patient and stands to have a strong economic impact.*

As shown below, Applicant has crafted a comprehensive budget proposal through 2026, including the two initial years of operations following the Commission's acceptance of Applicant's application:

Figure 1. Insa Alabama, LLC - Budget by Period

	Start-up (2022-23)	2024	2025	2026
Capital Budget				
Store Construction	$4,882,338	$0	$0	$0
Production Facility Construction	2,614,297	0	0	0
Sub-Total	**$7,496,635**	**$0**	**$0**	**$0**
Operating Budget				
Payroll	$514,272	$3,540,944	$3,647,172	$3,756,587
Utilities	24,000	108,000	108,000	108,000
Nutrients & Supplies	9,000	18,000	18,000	18,000
Rent	52,000	404,000	413,000	422,270
Equipment Lease	0	359,616	359,616	359,616
Other	100,000	300,000	300,000	300,000
Taxes	0	1,660,896	2,953,872	3,129,318
Working Capital	116,545	104,255	4,800	4,944
Sub-Total	**$815,817**	**$6,495,711**	**$7,804,460**	**$8,098,735**
Total Budget	**$8,312,452**	**$6,495,711**	**$7,804,460**	**$8,098,735**

Note: Equipment will be leased from GPM II LLC. Therefore, equipment costs are not displayed in the capital budget. The annual lease expense for the equipment is reflected as an operating expense in the annual budget.

Understandably, the greatest share of costs in the initial year of operations fall under capital expenditures, representing the nearly $7.5 million that Applicant will spend to build out its integrated production facility and proposed dispensaries. Nonetheless, Applicant still plans to spend over $800,000 in operating costs in 2023, most significantly on its payroll that will grow as facilities are completed. This growth is illustrated by the significantly higher figures for operating expenditures by 2024. Applicant is particularly proud to report that it proposes to spend over $3.5 million on payrolls in 2024, a direct expression of the economic impact that Applicant is poised to have on Alabama's communities, particularly Montgomery, the site of its integrated production facility. The operating budget also includes a roughly $360,000 annual payment to lease equipment that is an important part of Applicant's pro-patient plan to get to market quickly and efficiently; the equipment to be leased is already held by GPM II, LLC, which is owned by Peter Gallagher and Stephen Reilly, who will also be partial owners of Applicant. This will eliminate delays and headaches in locating equipment, negotiating purchase or lease agreements, or otherwise needing to modify Applicant's pro-patient timeline. Significant too is what is absent from Applicant's budget – service on debt. Applicant is proposing to construct its facilities and begin operations without taking on any debt, owing in part to the fact that it already owns the building that will house its integrated production facility on Perimeter Parkway in Montgomery. This arrangement will ensure that Applicant serves patients, not landlords or creditors.

Applicant's financial resources readily exceed its operating budget needs.

The below table illustrates Applicant's overall access to financial resources, with nearly $37 million available to Applicant immediately:

Source	Amount	Bank	Description
Insa Alabama, LLC	$500,000	Synovus (Montgomery)	Applicant Bank Account
Peter Gallagher, Steve Reilly and "Insa" Entities	$14,308,463.40	Various	Cash Pledge/Capital Contribution

Clearview Ranch, LLC	$4,174,331.06	Synovus and Raymond James (Montgomery)	Cash Pledge/Capital Contribution
J. Greg Allen and Jere Beasley	At least $18,000,000	Various	Cash Pledge/ Capital Contribution
All Owners and Affiliates	$36,982,794.50	Various	Cash Pledge/ Capital Contribution

As noted above, Applicant has $500,000 currently available in its checking account with its Montgomery-based bank, Synovus. Clearview Ranch, LLC (Applicant's 51% owner) maintains accounts with both Raymond James (in an amount slightly greater than $4 million) and Synovus (around $170,000). Clearview Ranch's resources are available to Applicant through the pledge agreement (identified as "Pledge Agreement 1 - Attachment to Exhibit 8"), which obligates Clearview Ranch, LLC to pledge to Applicant "sufficient capital necessary to fulfill the obligations and requirements of an Integrated License holder," "without terms or conditions that would hinder [Applicant] to fulfill its obligations as an Integrated License Holder." The pledge agreement imposes the same obligations personally on Clearview Ranch, LLC owners J. Greg Allen and Jere Beasley. Also attached are letters from Mr. Allen's and Mr. Beasley's accountants at Raymond James (identified as "Greg Allen Asset Verification - Attachment to Exhibit 8" and "Jere Bealsey Asset Verification- Attachment to Exhibit 8"), attesting to their personal assets well exceeding $9 million each. Last, the more than $14 million coming from Peter Gallagher, Steve Reilly, and the Insa parent company and operating subsidiaries is pledged to Applicant's cause through the pledge agreement attached (identified as "Pledge Agreement 2 - Attachment to Exhibit 8"). Like the agreement with Clearview Ranch, LLC, the pledge agreement binds Gallagher, Reilly, and Insa to "pledge to [Applicant] sufficient capital [...] to fulfill the obligations and requirements of an Integrated License holder" for the purpose of "ensur[ing] [Applicant] will have all necessary capital to fund the total of [Applicant]'s annual budgets during the first three full years after the License is issued."

As such, Applicant has secured more than sufficient resources to meet its operating budget needs in the two-year period following acceptance of its application by the

Commission. Applicant looks forward to deploying these resources rapidly for the benefit of Alabama's patient population.

Figure 2. Pledge Agreement 1 (Page 1) – Attachment to Exhibit 8

Pledge Agreement

This Pledge Agreement entered into as of the 15th day of December 2022 (the "**Effective Date**") by Jere L. Beasley, an individual ("**Beasley**"), J. Greg Allen, an individual ("**Allen**"), and Clearview Ranch, LLC, an Alabama limited liability company, ("**Clearview**", and collectively Beasley and Allen, the "**Pledgors**") for the benefit of Insa Alabama, LLC, an Alabama limited liability company (hereinafter "**Insa Alabama**" or "**Pledgee**").

WITNESSETH

WHEREAS, Insa Alabama is applying for an Integrated License (the "**License**") from the Alabama Medical Cannabis Commission (the "**Commission**"); and

WHEREAS, the regulations of the Commission and the application for the License require financial information from an applicant to insure the applicant has the financial ability to undertake and fulfill the requirements of a License holder; and

WHEREAS, the Clearview is a fifty-one (51%) percent membership owner of Insa Alabama; and

WHEREAS, Beasley and Allen each own forty-nine (49%) percent of Clearview,

NOW THEREFORE, in consideration of the foregoing the following pledge is made by the Pledgors.

1. Clearview Ranch, LLC pledges to Insa Alabama, LLC sufficient capital necessary to fulfill the obligations and requirements of an Integrated License holder.

2. Jere L. Beasley and J. Greg Allen pledge to Clearview Ranch, LLC sufficient capital to fulfill its pledge to Insa Alabama as stated aforesaid.

3. The foregoing pledges shall be in the form of capital contributions or loans in such amounts necessary as required aforesaid without terms or conditions that would hinder Insa Alabama, LLC to fulfill its obligations as an Integrated License holder.

Signatures on following page

Figure 3. Pledge Agreement 1 (Page 2) – Attachment to Exhibit 8

IN WITNESS WHEREOF, as of the Effective Date, Clearview Ranch, LLC, an Alabama limited liability company, has caused this instrument to be executed in its name and behalf by its authorized Managing Members, and Jere L. Beasley and J. Greg Allen have executed for themselves individually.

Pledgor:
Clearview Ranch, LLC
An Alabama limited liability company

By Jere L. Beasley
Its Managing Member

By J. Greg Allen
Its Managing Member

Jere L. Beasley
individually

By J. Greg Allen
Individually

Figure 4. Greg Allen Asset Verification – Attachment to Exhibit 8

RAYMOND JAMES

Richard B. Austin, CRPS®
First Vice President - Investments
richard.austin@raymondjames.com

Corrie Simpler
Senior Client Service Associate
corrie.simpler@raymondjames.com

December 21, 2022

Re: Greg Allen Asset Verification

To whom it may concern,

This letter is to confirm that Mr. Allen has personal assets with Raymond James Financial, Inc. and they are far above the $9mm if needed for INSA of Alabama funding. These funds are freely available upon instruction from the client. All of his accounts are and have been in good standing and we confirm there are no liens or encumbrances on these funds.

We value our business relationship with Mr. Allen as a reputable and trustworthy client.

Should you require any further assistance, please feel free to contact me at 334.213.4143.

Corrie Simpler
Sr. Client Service Associate
to Richard Austin, CRPS®, AIF®

7460 Halcyon Pointe Drive, Suite 101 // Montgomery, AL 36117
334.213.4116 // 334.213.4143 // www.RaymondJames.com/RichardAustin

Figure 5. Jere Beasley Asset Verification - Attachment to Exhibit 8

RAYMOND JAMES

Richard B. Austin, CRPS®
First Vice President - Investments
richard.austin@raymondjames.com

Corrie Simpler
Senior Client Service Associate
corrie.simpler@raymondjames.com

December 21, 2022

Re: Jere Beasley Asset Verification

To whom it may concern,

This letter is to confirm that Mr. Beasley has personal assets with Raymond James Financial, Inc. and they are far above the $9mm if needed for INSA of Alabama funding. These funds are freely available upon instruction from the client. All of his accounts are and have been in good standing and we confirm there are no liens or encumbrances on these funds.

We value our business relationship with Mr. Beasley as a reputable and trustworthy client.

Should you require any further assistance, please feel free to contact me at 334.213.4143.

Corrie Simpler

Corrie Simpler
Sr. Client Service Associate
to Richard Austin, CRPS®, AIF®

7460 Halcyon Pointe Drive, Suite 101 // Montgomery, AL 36117
334.213.4116 // 334.213.4143 // www.RaymondJames.com/RichardAustin

Figure 6. Pledge Agreement 2 (Page 1) - Attachment to Exhibit 8

Pledge Agreement

This Pledge Agreement entered into as of the 26 day of December 2022 (the "**Effective Date**") by Peter Gallagher, an individual ("**Gallagher**"), and Stephen Reilly, Jr. an individual ("**Reilly**",) and GPM II, LLC, a Delaware limited liability company ("**GPM II**"), Insa LLC, a Pennsylvania limited liability company (**"Insa LLC"**), I.N.S.A., Inc., a Massachusetts corporation ("**I.N.S.A**"), D&D Accounting Services, LLC, a Florida limited liability company ("**D&D Accounting**"), (hereinafter, GPM II, Insa LLC, I.N.S.A., D&D Accounting, collectively "Insa") (hereinafter, Insa, collectively with Gallaher and Reilly, the "**Pledgors**") for the benefit of **Insa Alabama, LLC**, an Alabama limited liability company (hereinafter "**Insa Alabama**" or "**Pledgee**").

WITNESSETH

WHEREAS, Insa Alabama is applying for an Integrated Facility License (the "**License**") from the Alabama Medical Cannabis Commission (the "**Commission**"); and

WHEREAS, the regulations of the Commission and the application for the License require financial information from an applicant to insure the applicant has the sufficient capital to undertake and fulfill the requirements of a License holder; and

WHEREAS, Gallagher and Reilly are collectively forty-nine (49%) percent membership owners of Insa Alabama and are collectively Thirty-Nine and 10/100 (31.1%) percent owners of Insa; and

WHEREAS, Pledgors wish to pledge a commitment of such capital as is necessary to ensure Insa Alabama will have all necessary capital to fund the total of Insa Alabama's annual budgets during the first three full years after the License is issued.

NOW THEREFORE, in consideration of the foregoing the following pledge is made by the Pledgors.

1. Pledgors, jointly and severally, pledge to Insa Alabama sufficient capital in an amounts they deem necessary, in their sole and exclusive judgement, to fulfill the obligations and requirements of an Integrated License holder.

2. The foregoing pledge may be in the form of capital contributions or loans in such amounts necessary for use by Insa Alabama, and notwithstanding anything to the contrary herein such loan or contribution shall only be funded subject to final execution of mutually acceptable definitive document in all respects

Signatures on following page

Figure 7. Pledge Agreement 2 (Page 2) - Attachment to Exhibit 8

IN WITNESS WHEREOF, as of the Effective Date, Peter Gallagher and Steve Reilly have executed this Pledge Agreement.

Pledgors:

Peter Gallagher

Peter Gallagher
individually

Steve Reilly
Individually

GPM II, LLC

Peter Gallagher

Peter Gallagher

Insa, LLC

Peter Gallagher

Peter Gallagher

I.N.S.A, Inc.

Peter Gallagher

Peter Gallagher

D&D Accounting Services, LLC

Peter Gallagher

Peter Gallagher

Exhibit 9 – Financial Statements

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	12/26/22
Signature of Verifying Individual	**Verification Date**

Insa Alabama, LLC ("Applicant") presents below its financial statements that reflect Applicant's careful financial modeling for its significant investment in Alabama's economy and patients. This sophisticated modeling is informed with learning of more than a century of combined experience of Applicant's owners in launching and operating businesses, including medical cannabis operations employing hundreds across three states, and Alabama urban redevelopment projects, such as Montgomery's Alley Station project.

Applicant's financial statements include *all* expenditures for both the buildout of Applicant's cultivation and production facility in an underutilized property on Perimeter Parkway in Montgomery – which Applicant's founders *already own* – as well as cash on hand for *all* operating costs prior to, during and after commencement of operations. Today, Applicant has almost **$37,000,000** available – with **no proposal to take on any debt** – from its highly capitalized entity owners and high net worth individual founders. To support its mission of redeveloping underused sites throughout Alabama for secure access to medical cannabis, Applicant will make an *immediate* investment of nearly $3,000,000 in its cultivation and production facility in Montgomery, a majority-minority City where more than 20% of residents live below the poverty line.

To preserve its flexibility to operate for the benefit of patients, Applicant has intentionally marshaled more immediately available resources than it expects to need. Applicant already owns the structure that will house its integrated production facility in Montgomery. Applicant has no debt or other agreements that will take resources away from Applicant's patient-centered mission or speed to market. Applicant has brought together capital resources and pledges far exceeding its (i) substantial capital budget of around $7.5 million, (ii) annual operating expenditures of approximately $1 million prior to generating commercial sales (Jul-Dec 2023), and (iii) operating budget after commercial sales begin (2024-2026) between approximately $6.5 million and $8.1 million. More specifically and as shown in more detail in the financial statements below, Applicant projects a total capital and operating budget beginning at issuance of the Integrated Facility license (July 2023) through end of its third full year (2026) of $30,711,358. Between the initial equity investment of $9 million and the projected revenue of $29.3 million from 2024-26, Applicants total sources of funds ($38.3 million) far exceeds the uses of funds ($30,711,358). The Applicant has total pledges of more than $37,000,000 for this project,

so there is an additional $28 million in equity capital available for the project if necessary. Applicant provides attached detailed financial statements (identified as "Financial Statements – Attachment to Exhibit 9") with year-end projections over the first three (3) calendar years (the year of commencement plus three more) including:

(1) a balance sheet demonstrating Applicant's financial strength to execute the proposed Integrated Facility operations,

(2) a profit and loss report demonstrating profitability in Quarter 2 of 2024, and

(3) a statement of cash flow that projects Applicant will be cash flow positive by 2024. A written summary Applicant's financial statements follows.

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

Applicant sets forth below its balance sheet report including a snapshot of its assets, liabilities, and equity at commencement (the third quarter of 2023, in this case) and then for December 31, 2024, 2025, and 2026. The chart shows that Applicant will have a healthy balance sheet through all periods of its operations. Even at its lowest at the end of 2024 – after Applicant has completed its buildout – Applicant will have more than $1 million cash on hand (and backstopped by additional cash pledges from its highly capitalized owners). In the following year, Applicant is projected to have well over $4 million on hand by 2025, and nearly $7.6 million by the end of 2026.

Balance Sheet Summary

	Commencement	Post Commencement		
	3q23	2024	2025	2026
Cash	4,785,501	1,391,837	4,387,377	7,628,642
Inventory	349,636	662,400	676,800	691,632
Accounts Receivable	0	0	0	0
PP&E	3,748,317	7,496,635	7,496,635	7,496,635
Total Assets	**8,883,455**	**9,550,872**	**12,560,811**	**15,816,908**
Accounts Payable	233,091	441,600	451,200	461,088
Debt	0	0	0	0
Equity	8,650,364	9,109,272	12,109,612	15,355,820
Total Equity & Liabilities	**8,883,455**	**9,550,872**	**12,560,811**	**15,816,908**

As also shown in the Balance Sheet, Applicant as of commencement will have on hand nearly $5 million in cash, far exceeding the minimum $250,000 requirement set forth in § 20–2A–67(d)(2), Code of Alabama 1975. Significantly, this amount will permit Applicant to commence cultivation operations, complete its buildout and begin serving Alabama patients quickly. As shown below, Applicant has forecast a budget that includes approximately $7.5 million in capital expenditures. The pre-revenue annual operating expenditures are estimated to be $815,817, and the annual operating expenditures after sales begin is estimated to be between approximately $6.5 million and $8.1 million annually. These budget items speak to the substantial economic development benefits that Applicant foresees for the Alabama communities in which it will operate, including Montgomery (the integrated production facility) as well as Dothan, Opelika, Mobile, and Birmingham (dispensary locations). Much of Applicant's nearly $7.5 million in capital expenditure will accrue to the benefit of local tradespeople and vendors. In 2024, Applicant foresees an over $3.5 million payroll that will also flow directly into the pockets of its Alabama employees.

Figure 1. Insa Alabama, LLC - Budget by Period

	Start-up (2022-23)	2024	2025	2026
Capital Budget				
Store Construction	$4,882,338	$0	$0	$0
Production Facility Construction	2,614,297	0	0	0
Sub-Total	**$7,496,635**	**$0**	**$0**	**$0**
Operating Budget				
Payroll	$514,272	$3,540,944	$3,647,172	$3,756,587
Utilities	24,000	108,000	108,000	108,000
Nutrients & Supplies	9,000	18,000	18,000	18,000
Rent	52,000	404,000	413,000	422,270
Equipment Lease	0	359,616	359,616	359,616
Other	100,000	300,000	300,000	300,000
Taxes	0	1,660,896	2,953,872	3,129,318
Working Capital	116,545	104,255	4,800	4,944
Sub-Total	**$815,817**	**$6,495,711**	**$7,804,460**	**$8,098,735**
Total Budget	**$8,312,452**	**$6,495,711**	**$7,804,460**	**$8,098,735**

Note: Equipment will be leased from GPM II LLC. Therefore, equipment costs are not displayed in the capital budget. The annual lease expense for the equipment is reflected as an operating expense in the annual budget.

The capital budget projections are based on a budget for the integrated production facility of $2,614,297 and a per-dispensary budget of around $976,468 per dispensary. Because the production facility is the single largest line item in the capital budget, Applicant worked in concert with its Montgomery-based contractor Phillip Pouncey Builder Inc. and included a sizeable contingency of over $300,000 in the budget. This reflects Applicant's propensity to plan for the unexpected, and ensures that the budget over-runs that can sometimes attend large construction projects will not slow Applicant's aggressive, pro-patient schedule. Applicant plans to utilize the Georgia- and Alabama-based contractor Horizon Construction Co. to construct its proposed dispensaries, whose input is also reflected in the dispensary budget projections.

To meet and exceed its capital needs, Applicant has multiple sources of capital, which are summarized below. Applicant's 51% owner, Clearview Ranch LLC, has liquid assets (cash) currently of more than $4 million pledged to Applicant. In turn, Clearview Ranch, LLC is roughly 99% owned by Jere Beasley and Greg Allen, both of whom are high net worth individuals. Both Jere and Greg have personally pledged to provide Applicant with sufficient capital to fulfill capital obligations and requirements of a license holder. As noted below in the letters from Jere and Greg's accountants at Raymond James, both individuals have "personal assets with Raymond James Financial, Inc." that are "far above" what would be necessary to fulfill Jere and Greg's pledge obligations and "far above" Applicant's approximately $9,000,000 startup budget. The remaining 49% of Applicant is owned by the Peter Gallagher and Steve Reilly, founders and owners of "Insa," which operating subsidiaries in Florida, Massachusetts, and Pennsylvania. Like Jere and Greg, Peter and Steve and these Insa entities – GPM II, LLC (parent company), I.N.S.A., Inc. (wholly owned subsidiary), Insa, LLC (wholly owned subsidiary) and D&D Accounting Services, LLC (wholly owned subsidiary) – have pledged to provide Applicant with sufficient capital to fulfill the obligations and requirements of a license holder in Alabama's medical cannabis program. The business checking accounts of Insa and its operating subsidiaries have balances totaling **$14,308,463.4**.

Demonstration of Applicant's Liquid Assets (Total Capital)

Source	Amount	Bank	Description
Insa Alabama, LLC	$500,000	Synovus (Montgomery)	Applicant Bank Account
Peter Gallagher, Steve Reilly and "Insa" Entities	$14,308,463.40	Various	Cash Pledge/Capital Contribution
Clearview Ranch, LLC	$4,174,331.06	Synovus and Raymond James (Montgomery)	Cash Pledge/Capital Contribution
J. Greg Allen and Jere Beasley	At least $18,000,000	Various	Cash Pledge/ Capital Contribution

All Owners and Affiliates	$36,982,794.50	Various	Cash Pledge/ Capital Contribution

*Applicant is not proposing to rely on debt financing.

It bears emphasis that Applicant has more-than-adequate financial resources that Applicant's team will bring to bear. Doing right by patients is a critical part of the business ethos of Applicant's founders – Jere Beasley and Greg Allen. Indeed, Mr. Beasley and Mr. Allen have built their careers as highly-successful trial attorneys who have brought cases on behalf of individuals harmed by pharmaceutical products and medical devices; as fierce consumer advocates, Mr. Beasley and Mr. Allen hold themselves to the highest standard when it comes to the treatment of Alabama patients. The same can be said of Mr. Beasley's and Mr. Allen's medical cannabis leadership partners at GPM II LLC ("Insa"), a multi-state medical cannabis operator with a spotless record of compliance that has made patient-centered care the backbone of its operations supplying ten dispensaries in multiple states. Insa's scale of operations is impressive. Operations include a 100,000 square foot cultivation and production facility in rural Polk County, Florida that employs 135 people, a 105,000 square foot cultivation and production facility in a revitalized mill in Easthampton, Massachusetts that employs 165 people, and a 40,000 square-foot medical cultivation and production facility built on the site of a decommissioned coal plant in rural Shamokin Dam, Pennsylvania. This speaks to Insa's deep understanding of what it takes to get capital-intensive medical cannabis facility up and running swiftly and efficiently, which has informed Applicant's realistic, achievable, and conservative financial projections.

As such, Applicant can readily access capital in amounts that are multiples of the necessary capital budget. This flexibility allows Applicant to move quickly and not be disrupted by any unforeseen contingencies; again, these resources will permit Applicant to get up and running quickly and begin serving Alabama patients as soon as possible. By the same token, as noted in the above budgets, Applicant will lease equipment from GPM II LLC which, as a large medical cannabis operator, ***already has the needed equipment on hand and ready to transfer to Applicant's Integrated Facility in Montgomery***. In this way, Applicant will avoid any delays associated with purchase orders, shipping, and so forth that would get in the way of it beginning to serve Alabama patients as soon as possible.

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

The below chart summarizes Applicant's projected income, expenses, and net profit from inception to the time of commencement (third quarter of 2023) through 2024, 2025, and 2026. Applicant's calculations show Applicant beginning to turn a significant net profit in 2024 (in specific, the second quarter of 2024), only shortly after it begins commencement of operations.

Summary of Profit and Loss Report

	Inception	Commencement	Post Commencement		
	2022	2023	2024	2025	2026
Revenue	$0	$0	$7,200,000	$10,800,000	$11,340,000
Payroll	0	514,272	1,919,984	1,977,584	2,036,911
Utilities	0	24,000	48,000	48,000	48,000
Nutrients & Supplies	0	9,000	18,000	18,000	18,000
Rent	0	52,000	104,000	104,000	104,000
Equipment Lease	0	0	359,616	359,616	359,616
Other	0	100,000	200,000	200,000	200,000
COGS	0	699,272	2,649,600	2,707,200	2,766,527
Gross Profit	**0**	**-699,272**	**4,550,400**	**8,092,800**	**8,573,473**
Payroll	0	0	1,620,960	1,669,589	1,719,676
Rent	0	0	300,000	309,000	318,270
Utilities	0	0	60,000	60,000	60,000
Other	0	0	100,000	100,000	100,000
Operating Expenses	0	0	2,080,960	2,138,589	2,197,946
Operating Profit	**0**	**-699,272**	**2,469,440**	**5,954,212**	**6,375,527**
Taxes	0	0	1,660,896	2,953,872	3,129,318
Net Profit	**$0**	**-$699,272**	**$808,544**	**$3,000,340**	**$3,246,209**

Applicant's assumptions as to revenue and operating expenses are based upon the collective decades of experience of Applicant's principals, including Insa's activities in multiple states. This same experience has permitted Applicant to make conservative but realistic assumptions about patient demand and average sales per patient, based on

Alabama's potential patient population as determined by considering the list of qualifying medical conditions contained in § 20-2A-3. On the basis of this analysis, Applicant predicts net profits of over $800,000 following its first full year of post-commencement operations, rising to over $3 million in subsequent years.

The "Cost of Goods Sold" in the above chart reflects the labor, supplies, and similar inputs that will go into producing medical cannabis products, as well as various fixed overhead costs, such as the costs for software licenses, security, and similar matters.

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

As shown below, Applicant projects that it will achieve net profitability beginning in 2024, and that its cash flow from operations will significantly increase from $704,289 in 2024 to $3 million in 2025 and over $3 million in 2026. Together with its equity financing, this means that Applicant will be able to sustain positive cash flow throughout the pendency of its operations.

	Commencement	Post Commencement		
	2023	**2024**	**2025**	**2026**
Net Profit	-699,272	808,544	3,000,340	3,246,209
Change in Working Capital	-116,545	-104,255	-4,800	-4,944
Cash Flow From Operations	**-815,817**	**704,289**	**2,995,540**	**3,241,265**
Capital Expenditures	-7,496,635	0	0	0
Cash Flow From Investment	**-7,496,635**	**0**	**0**	**0**
Debt Financing	0	0	0	0
Equity Financing	8,500,000	0	0	0
Cash Flow From Financing	**8,500,000**	**0**	**0**	**0**
Change in Cash	**187,548**	**704,289**	**2,995,540**	**3,241,265**

Note the "Capital Expenditures" for 3rd Quarter 2023 represent half of the overall projected capital expenditure of $7,496,635. Applicant anticipates incurring half of this amount (that is, $3,748,317) in 3rd Quarter 2023, and half in 4th quarter 2023.

Conclusion

When it comes to commencing operations quickly and efficiently to serve Alabama patients, money will be no obstacle. Applicant's plans and projections are realistic and achievable, and are undergirded by combined decades of experience on the part of its leadership team. Applicant understands what it costs to build top-class production and dispensing facilities, and has planned accordingly. Applicant's financial strength will enable it to plan and operate a responsible, patient-centric business that will also benefit the Alabama communities in which Applicant will operate.

Financial Statements - Attachment to Exhibit 9

	Pre-Commencement Period			Post-Commencement Period									
	2022	**1q23**	**2q23**	**3q23**	**4q23**	**2023**	**1q24**	**2q24**	**3q24**	**4q24**	**2024**	**2025**	**2026**
Balance Sheet Report (Fiscal Year End December 31)													
Cash	500,000	500,000	500,000	4,785,501	687,548	687,548	356,804	416,065	761,076	1,391,837	1,391,837	4,387,377	7,628,642
Inventory	0	0	0	349,636	349,636	349,636	662,400	662,400	662,400	662,400	662,400	676,800	691,632
Accounts Receivable	0	0	0	0	0	0	0	0	0	0	0	0	0
PP&E	0	0	0	3,748,317	7,496,635	7,496,635	7,496,635	7,496,635	7,496,635	7,496,635	7,496,635	7,496,635	7,496,635
Assets	**500,000**	**500,000**	**500,000**	**8,883,455**	**8,533,819**	**8,533,819**	**8,515,839**	**8,575,100**	**8,920,111**	**9,550,872**	**9,550,872**	**12,560,811**	**15,816,908**
Accounts Payable	0	0	0	233,091	233,091	233,091	441,600	441,600	441,600	441,600	441,600	451,200	461,088
Debt	0	0	0	0	0	0	0	0	0	0	0	0	0
Equity	500,000	500,000	500,000	8,650,364	8,300,728	8,300,728	8,074,239	8,133,500	8,478,511	9,109,272	9,109,272	12,109,612	15,355,820
Liabilities	**500,000**	**500,000**	**500,000**	**8,883,455**	**8,533,819**	**8,533,819**	**8,515,839**	**8,575,100**	**8,920,111**	**9,550,872**	**9,550,872**	**12,560,811**	**15,816,908**
Statement of Cash Flow (Fiscal Year End December 31)													
Net Profit	0	0	0	-349,636	-349,636	-699,272	-226,489	59,261	345,011	630,761	808,544	3,000,340	3,246,209
Change in Working Capital	0	0	0	-116,545	0	-116,545	-104,255	0	0	0	-104,255	-4,800	-4,944
Cash Flow From Operations	**0**	**0**	**0**	**-466,181**	**-349,636**	**-815,817**	**-330,744**	**59,261**	**345,011**	**630,761**	**704,289**	**2,995,540**	**3,241,265**
Capital Expenditures	0	0	0	-3,748,317	-3,748,317	-7,496,635	0	0	0	0	0	0	0
Cash Flow From Investment	**0**	**0**	**0**	**-3,748,317**	**-3,748,317**	**-7,496,635**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Debt Borrowing	0	0	0	0	0	0	0	0	0	0	0	0	0
Debt Repayments	0	0	0	0	0	0	0	0	0	0	0	0	0
Dividends	0	0	0	0	0	0	0	0	0	0	0	0	0
Equity Financing	500,000	0	0	8,500,000	0	8,500,000	0	0	0	0	0	0	0
Cash Flow from Financing	**500,000**	**0**	**0**	**8,500,000**	**0**	**8,500,000**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Change in Cash	**500,000**	**0**	**0**	**4,285,501**	**-4,097,953**	**187,548**	**-330,744**	**59,261**	**345,011**	**630,761**	**704,289**	**2,995,540**	**3,241,265**

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	Pre-Commencement Period			Post-Commencement Period									
	2022	1q23	2q23	3q23	4q23	2023	1q24	2q24	3q24	4q24	2024	2025	2026
Profit & Loss Report (Fiscal Year End December 31)													
Revenue	$0	$0	$0	$0	$0	$0	$1,125,000	$1,575,000	$2,025,000	$2,475,000	$7,200,000	$10,800,000	$11,340,000
Payroll	0	0	0	257,136	257,136	514,272	479,996	479,996	479,996	479,996	1,919,984	1,977,584	2,036,911
Utilities	0	0	0	12,000	12,000	24,000	12,000	12,000	12,000	12,000	48,000	48,000	48,000
Nutrients & Supplies	0	0	0	4,500	4,500	9,000	4,500	4,500	4,500	4,500	18,000	18,000	18,000
Rent	0	0	0	26,000	26,000	52,000	26,000	26,000	26,000	26,000	104,000	104,000	104,000
Equipment Lease	0	0	0	0	0	0	89,904	89,904	89,904	89,904	359,616	359,616	359,616
Other	0	0	0	50,000	50,000	100,000	50,000	50,000	50,000	50,000	200,000	200,000	200,000
COGS	0	$0	$0	$349,636	$349,636	$699,272	$662,400	$662,400	$662,400	$662,400	$2,649,600	$2,707,200	$2,766,527
Gross Profit	$0	$0	$0	-$349,636	-$349,636	-$699,272	$462,600	$912,600	$1,362,600	$1,812,600	$4,550,400	$8,092,800	$8,573,473
Gross Margin							41.1%	57.9%	67.3%	73.2%	63.2%	74.9%	75.6%
Payroll	0	0	0	0	0	0	405,240	405,240	405,240	405,240	1,620,960	1,669,589	1,719,676
Rent	0	0	0	0	0	0	75,000	75,000	75,000	75,000	300,000	309,000	318,270
Utilities	0	0	0	0	0	0	15,000	15,000	15,000	15,000	60,000	60,000	60,000
Other	0	0	0	0	0	0	25,000	25,000	25,000	25,000	100,000	100,000	100,000
Operating Expenses	$0	$0	$0	$0	$0	$0	$520,240	$520,240	$520,240	$520,240	$2,080,960	$2,138,589	$2,197,946
Operating Profit	0	0	0	-349,636	-349,636	-699,272	-57,640	392,360	842,360	1,292,360	2,469,440	5,954,212	6,375,527
Margin							-5%	25%	42%	52%	34%	55%	56%
Interest Exp	0	0	0	0	0	0	0	0	0	0	0	0	0
Pre-tax Income	0	0	0	-349,636	-349,636	-699,272	-57,640	392,360	842,360	1,292,360	2,469,440	5,954,212	6,375,527
Taxes	0	0	0	0	0	0	168,849	333,099	497,349	661,599	1,660,896	2,953,872	3,129,318
Effective Tax Rate	nm	nm	nm	0.0%	0.0%	0.0%	-292.9%	84.9%	59.0%	51.2%	67.3%	49.6%	49.1%
Net Profit	0	0	0	-349,636	-349,636	-699,272	-226,489	59,261	345,011	630,761	808,544	3,000,340	3,246,209
Margin							-20%	4%	17%	25%	11%	28%	29%

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INSA AL, LLC - Budget by Period

	Start-up (2022-23)	2024	2025	2026
Capital Budget				
Store Construction	$4,882,338	$0	$0	$0
Production Facility Construction	2,614,297	0	0	0
Sub-Total	**$7,496,635**	**$0**	**$0**	**$0**
Operating Budget				
Payroll	$514,272	$3,540,944	$3,647,172	$3,756,587
Utilities	24,000	108,000	108,000	108,000
Nutrients & Supplies	9,000	18,000	18,000	18,000
Rent	52,000	404,000	413,000	422,270
Equipment Lease	0	359,616	359,616	359,616
Other	100,000	300,000	300,000	300,000
Taxes	0	1,660,896	2,953,872	3,129,318
Working Capital	116,545	104,255	4,800	4,944
Sub-Total	**$815,817**	**$6,495,711**	**$7,804,460**	**$8,098,735**
Total Budget	**$8,312,452**	**$6,495,711**	**$7,804,460**	**$8,098,735**

Note: Equipment will be leased from GPM II LLC. Therefore, equipment costs are not displayed in the capital budget. The annual lease expense for the equipment is reflected as an operating expense in the annual budget.

Financial Statements - Attachment to Exhibit 9

INSA AL LLC - Cultivation/Production Facility Budget

Description	Vendor	Cost
Design Services	Phillip Pouncey Builder Inc.	$175,000
Permitting and Impact Fees	Phillip Pouncey Builder Inc.	$150,293
General Requirements	Phillip Pouncey Builder Inc.	$2,500
Existing Conditions/Demolition	Phillip Pouncey Builder Inc.	$-
Concrete	Phillip Pouncey Builder Inc.	$66,579
Masonry	Phillip Pouncey Builder Inc.	$-
Metals	Phillip Pouncey Builder Inc.	$6,579
Woods & Plastics	Phillip Pouncey Builder Inc.	$-
Thermal & Moisture Protection	Phillip Pouncey Builder Inc.	$26,974
Doors & Windows	Phillip Pouncey Builder Inc.	$13,816
Plaster & Gypsum	Phillip Pouncey Builder Inc.	$8,421
Tiling	Phillip Pouncey Builder Inc.	$2,632
Ceilings	Phillip Pouncey Builder Inc.	$3,316
Flooring	Phillip Pouncey Builder Inc.	$27,632
Wall IMP	Phillip Pouncey Builder Inc.	$125,000
Acoustic Treatment	Phillip Pouncey Builder Inc.	$-
Painting & Coatings	Phillip Pouncey Builder Inc.	$52,632
Specialties	Phillip Pouncey Builder Inc.	$2,119
Furnishings	Phillip Pouncey Builder Inc.	$-
Special Construction	Phillip Pouncey Builder Inc.	$-
Conveying Systems	Phillip Pouncey Builder Inc.	$-
Fire Suppression	Phillip Pouncey Builder Inc.	$50,000
Plumbing	Phillip Pouncey Builder Inc.	$39,474
HVAC	Phillip Pouncey Builder Inc.	$650,000
Electrical	Phillip Pouncey Builder Inc.	$181,579
Communications	Phillip Pouncey Builder Inc.	$-
Electronic Safety & Security	Phillip Pouncey Builder Inc.	$289,474
Earthwork	Phillip Pouncey Builder Inc.	$300,000
Exterior Improvements	Phillip Pouncey Builder Inc.	$-
Contingency	Phillip Pouncey Builder Inc.	$315,789
Subtotal		$2,489,806
Overhead		$0
Profit	Phillip Pouncey Builder Inc.	$124,490
Total		**$2,614,297**

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INSA AL LLC - Store Construction Budget

Description	Vendor	Cost
GC - Division 1 - General	Horizon Construction	$52,606
GC - Division 2 - Existing Conditions	Horizon Construction	$23,014
GC - Division 3 - Concrete	Horizon Construction	$6,225
GC - Division 6 - Woods & Plastics	Horizon Construction	$27,575
GC - Division 7 - Thermal & Moisture Protection	Horizon Construction	$500
GC - Division 8 - Openings	Horizon Construction	$20,589
GC - Division 9 - Finishes	Horizon Construction	$138,285
GC - Division 10 - Specialties	Horizon Construction	$3,468
GC - Division 12 - Furnishings	Horizon Construction	$27,384
GC - Division 22 - Plumbing	Horizon Construction	$19,343
GC - Division 23 - HVAC	Horizon Construction	$66,960
GC - Division 26 - Electrical	Horizon Construction	$135,363
GC - Division 27 - Communications	M2	$29,875
GC - OH&P	Horizon Construction	$55,119
INSA - Permits	INSA	$2,500
INSA - Arch/Eng/Design	Drawing Department	$25,000
INSA - Signage	Triangle Signs	$55,450
INSA - Cameras	Meraki	$60,279
INSA- CAMERA LICENSES	Meraki	$30,384
INSA - Vault Shelving	Metro Shelving	$22,850
INSA - Fixture Package	Seven Points	$173,700
Total		**$976,468**

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INSA AL LLC - Equipment Buget

Description	Vendor	Cost
Dehumification	Hawthorne	$9,466
Storage Tanks	The Tank Depot	$34,044
Fertigation mobile cart	BearAg	$14,500
Grinder jwc model 3 shread h-1800	Aqua Solution	$43,487
Grow lights	Hawthorne	$56,250
Racking	Grow Glide	$132,269
Generator Kohler	Brigth Future	$87,681
Air Compressor	Sullair	$31,408
Prescott Distillation Unit	Prescott	$152,545
Recirculating Heated Bath (Condenser)	Julabo	Included in Prescott Cost
Recirculating Heated Bath (Evaporator)	Julabo	Included in Prescott Cost
Recirculating Heated Bath (Feed Tank)	Julabo	Included in Prescott Cost
Chiller (Cold Finger)	Julabo	$12,195
Vacuum Pump Dry Scroll	Edwards	Included in Prescott Cost
Expansion Column Heater	Huber	$2,500
Steam Boiler	Sussman	$24,040
EFR Extractor (ethanol)	EtractionTek Solutions	$241,027
MTA Chiller	TAEevo TECH	$15,357
G&D Chiller (ethanol)	G&D Chillers	$42,036
Batch Decarb	EtractionTek Solutions	$38,000
HPLC	Shimadzu	$112,208
Neubilizer	Sonomechanics	$13,000
Ticture fill machine line	CapPlus	$165,000
Softgell line	CapPlus	$275,000
Capsule Filler	CapPlus	$68,000
AX60 Lotion Mixer	Silverson Machines, Inc.	$17,990
Total		**$1,588,003**

Exhibit 10 – Tax Plan

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	12/26/22
Signature of Verifying Individual	**Verification Date**

Applicant takes seriously its obligation to comply with all applicable federal, state and local tax compliance requirements, with all filings accurately completed and filed with the applicable taxing authorities, and all payments accurately calculated and remitted to the applicable taxing authorities, in each case on a timely basis. In turn, Applicant understands that failure to comply with federal, state and local tax laws can result in penalties and the potential revocation of its Integrated Facility license. In addition, Applicant envisions a comprehensive tax plan as a means by which it can demonstrate transparency and compliance in its operations to governmental regulators, including the Alabama Medical Cannabis Commission ("Commission"), as well as its competency in operating in the uniquely-taxed cannabis industry.

Applicant has the expertise and wherewithal to compliance with applicable tax obligations and reporting requirements.

Owing to the personal experiences of several members of its management team operating tax-compliant, vertically-integrated cannabis operations in other jurisdictions, Applicant has a strong understanding of the relevant tax compliance obligations and reporting requirements relating to a vertically-integrated medical cannabis business. In particular, Applicant has identified the following types of taxes with which it must comply, and has identified its standard operating procedures for each such tax to meet the relevant obligations and requirements.

Applicant will pay income taxes.

<u>Federal Income Tax</u>:

- Applicant is a multi-member limited liability company that is classified as a partnership for federal income tax purposes. Therefore, Applicant generally will not owe federal income tax at the entity level. **26 C.F.R. 1.701-1.**
- Applicant will timely file IRS Form 1065 (U.S. Return of Partnership Income), including all applicable schedules (e.g., Schedules K-1), by the annual filing deadline. **26 U.S.C. 6031** and **6072**. Applicant also will furnish each of its members with a Schedule K-1 by such original or extended annual filing deadline, as applicable. **26 U.S.C. 6031(b).**

State Income Tax:

- Under the default rules, Applicant also would be treated as a partnership for Alabama state income tax purposes, in which case Applicant generally would not owe Alabama state income tax at the entity level. **§§ 40-18-24** and **40-18-1(35), Ala. Code 1975; Ala. Rev. Proc. 98-001 (March 16, 1998)**.
- If, however, Applicant makes a timely election to be subject to Alabama's state income tax at the entity level by filing Alabama Form PTE-E online via the My Alabama Taxes ("MAT") platform at any time during the relevant tax year or by the 15th day of the third month following the end of the relevant tax year in accordance with **§ 40-18-24.4(d), Ala. Code 1975**, Applicant would be subject to Alabama income tax (currently at a rate of 5.0% of taxable income in excess of $3,000, the highest marginal income tax rate for individuals) on its taxable income apportioned to Alabama and would submit estimated tax payments, in accordance with **§ 40-18-24.4(e), Ala. Code 1975.**
- In either case, Applicant will timely file Alabama Form 65 (Partnership/Limited Liability Company Return of Income), including all applicable schedules (e.g., Schedules K-1), by the annual filing deadline. **Ala. Admin. Code, Reg. 810-3-28-01**. Applicant also will furnish each of its members with a Schedule K-1 by such original or extended annual filing deadline, as applicable. **§ 40-18-28, Ala. Code 1975**; **Ala. Admin. Code, Reg. 810-3-28-01.**
- If Applicant elects to be taxed at the entity level, then in addition to filing Alabama Form 65, it will file Alabama Form EPT (Electing Pass-Through Entity Return), including all applicable schedules (e.g., Schedules EPT-K1), by the annual filing deadline. Applicant also will furnish each of its members with a Schedule EPT-K1 by such original or extended annual filing deadline, as applicable. **Ala. Admin. Code, Reg. 810-3-36-.01.**

Applicant will pay business privilege taxes and obtain all necessary licenses.

Alabama Business Privilege Tax:

- Applicant will apply for a Business Privilege License and will file Alabama Form PPT and pay an annual Alabama Business Privilege Tax of $0.25-$1.75 per $1,000 of its net worth (i.e., the sum of its capital accounts) apportioned to Alabama (max. $15,000) as of January 1 each year. **§40-14A-22, Ala. Code 1975.** Applicant will also comply with the annual filing and payment deadline. **Ala. Admin. Code, Reg. 810-2-8-.06.**

Alabama Medical Cannabis Privilege Tax:

- Applicant will also pay an annual Alabama Medical Cannabis Privilege Tax of $0.25-$1.75 per $1,000 of its net worth (i.e., the sum of its capital accounts) apportioned to Alabama (max. $15,000) as of January 1 each year. **§20-2A-80, Ala. Code 1975**. Applicant will also comply with the annual payment deadline, which is March 15. **§ 20-2A-80(b)(3), Ala. Code 1975**.

Local Registration

- In addition to a Business Privilege License, Applicant will also apply for a municipality and county license in each and every municipality and county in which it does business, as applicable.

Applicant will pay sales taxes.

Applicant will apply for a sales tax permit to the Alabama Department of Revenue, Sales and Use Tax Division using the MAT platform. **§ 40-23-6, Ala. Code 1975**.

Retail Sales (General)

- Applicant will collect Alabama sales tax at a rate of 4% on the gross proceeds of retail sales of tangible personal property made by it in Alabama, in accordance with **§ 40-23-2(1), Ala. Code 1975**, and will file and remit such sales taxes using the MAT platform by the 20th of the month for the preceding month's liability. **§ 40-23-7, Ala. Code 1975**. Applicant will also collect and file and remit all municipal and county sales taxes applicable in the locations in which it does business.

Retail Sales (Medical Cannabis)

- Applicant will also collect Alabama medical cannabis sales tax at a rate of 9% on the gross proceeds of retail sales of medical cannabis made by it in Alabama, in accordance

with **§20-2A-80(a), Ala. Code 1975**, and will file and remit such sales taxes using the MAT platform by the 20th of the month for the preceding month's liability.

Applicant will pay payroll taxes.

Applicant expects to hire a payroll company which accepts Alabama cannabis companies for payroll processing. Applicant expects this company to assist in the preparation of any required filings in a timely manner and Applicant will review, approve and sign any required filings prior to their submission.

Federal Payroll Taxes

- Applicant will report required federal withholding and payments for federal income, social security and Medicare taxes by filing IRS Form 941, Employer Quarterly Federal Tax Return each quarter. **26 C.F.R. 31.6011(a)-1.** Applicant will report its federal unemployment tax by filing IRS Form 940, Employer's Annual Federal Unemployment Tax Return, by January 31 of each year and deposit payments quarterly**.** Applicant will file an IRS Form W-2, Wage and Tax Statement, for each applicable employee for whom federal taxes were and comply with all federal backup withholding requirements.

State Payroll Taxes

- Applicant will apply for an Alabama Withholding Tax Code Number with the Alabama Department of Revenue and will file gross income taxes withheld as well as contributions for unemployment insurance, healthcare subsidies, workforce deployment, disability insurance, and family leave insurance monthly, in accordance with **Ala. Admin. Code, Reg. 810-3-74-.01**. Applicant will also file each employee's IRS Form W-2, Wage and Tax Statement and Alabama Form A-3, Annual Reconciliation of Income Tax Withheld with the Department of Revenue by January 31 of each year. **Ala. Admin. Code, Reg. 810-3-75.03**.

Applicant has in place internal controls and accounting practices.

Cash management and competent accounting measures will comply with best practices.

Applicant recognizes that a cash-intensive business requires unique internal controls to safeguard its assets and to maintain adequate records of cash transactions. The IRS defines a cash-intensive business as one that receives most of its revenues in cash

and/or pays many of its expenses in cash. To maintain proper accounting records to support potential tax and other regulatory audits, a cash-intensive business must document the flow of each receipt or revenue from the customer's hands to the business, to the final end in the business bank account or as a payment for a business expense. In order to create accountability and to generate these key performance indicators, Applicant will maintain a perpetual accounting system, likely QuickBooks or similar. Using this system will ensure accuracy when Applicant collaborates between its internal and external accounting teams. In turn, Applicant will build complete standard operating procedures for accounting to ensure that all federal, state and local taxes are navigated and paid.
Applicant has experienced cannabis accounting leadership.

Thomas Davis is Applicant's Chief Financial Officer ("CFO"). A Certified Public Accountant and a Certified Fraud Examiner, Mr. Davis is a highly-skilled accounting professional with a record of success in public accounting. While employed at a multi-state cannabis company (one of Applicant's minority owners), Mr. Davis has helped to develop the company's Accounting and Finance Department, implementing internal controls to ensure integrity and accuracy. In an industry with many accounting complexities, specifically regarding the tax consequences of IRS Section 280E, Mr. Davis has provided sound support and strategic vision. In his role as Applicant's CFO, Mr. Davis will leverage the resources and experience of several outside CPA firms such as Withum, P.C., Marcum, LLP, and Macias Gini & O'Connell.

"I, the undersigned Certified Public Accountant, hereby verify the enclosed Tax Plan."

E. Coye Yeager Jr., CPA

Printed Name of Verifying Official Title of Verifying Official

Signature of Verifying Official Verification Date

Status of Written Plan: Completed

Exhibit 11 – Business Formation Documents

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	3/1/23
Signature of Verifying Individual	**Verification Date**

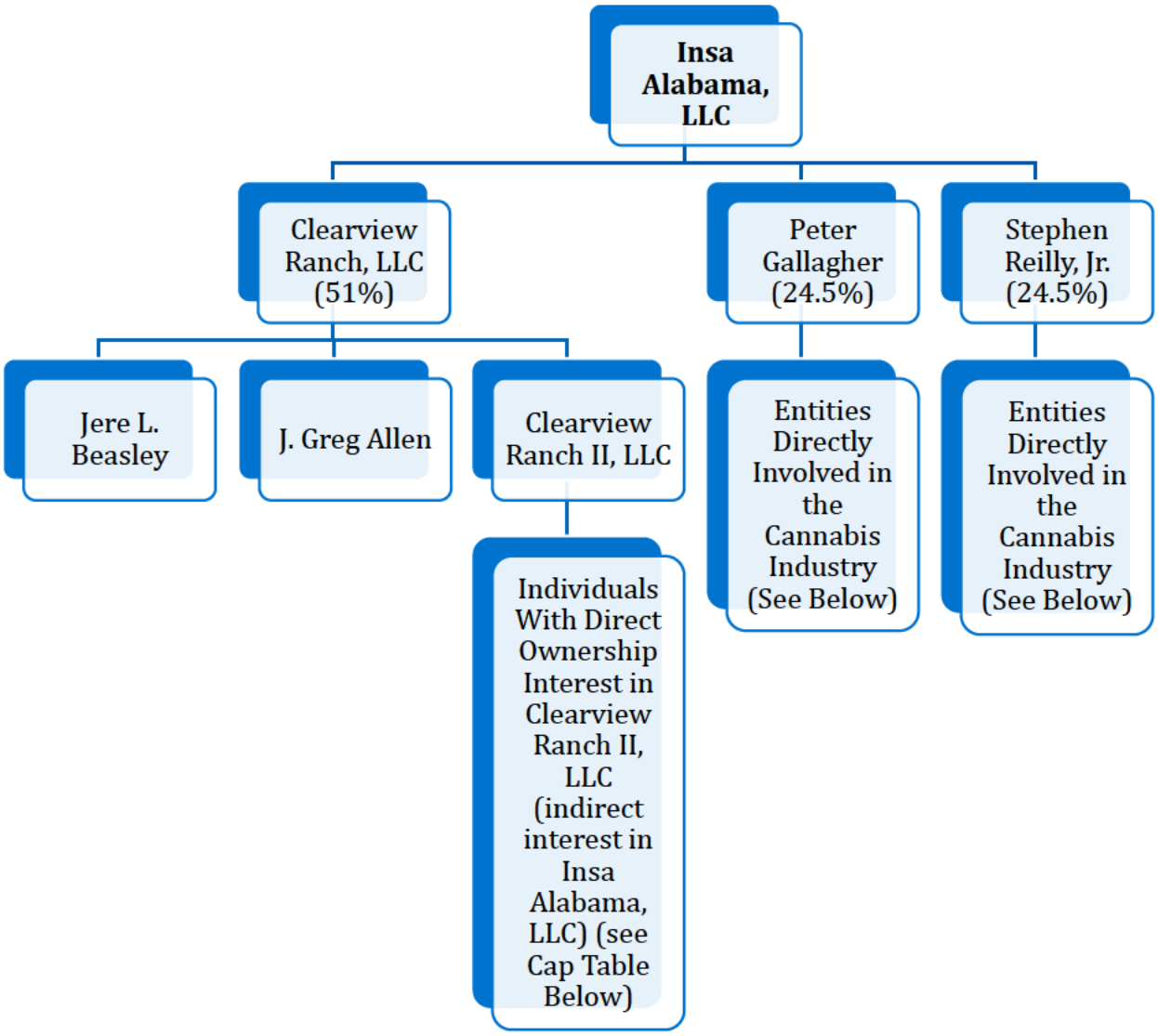
Summary

Insa Alabama, LLC ("Applicant") is jointly owned by Clearview Ranch, LLC and Peter Gallagher and Stephen Reilly, Jr., experienced multi state cannabis operators, see Entity Organizational Chart, Capitalization Table, and Entities Directly Involved in the Cannabis Industry Statement (identified as "Entity Ownership Chart – Attachment to Exhibit 11"); and was formed as an Alabama LLC on September 12, 2022, see Certificate of Formation (identified as "Certificate of Formation – Attachment to Exhibit 11"). Applicant is in compliance with the Alabama Department of Revenue, see Certificate of Compliance (identified as "Certificate of Compliance – Attachment to Exhibit 11"), currently exists with the Alabama Secretary of State, see Certificate of Existence (identified as "Certificate of Existence – Attachment to Exhibit 11"), and operates pursuant to its Operating Agreement, see Operating Agreement (identified as "Operating Agreement – Attachment to Exhibit 11").

Table of Contents

Entity Ownership Chart – Attachment to Exhibit 11

Entity Organizational Chart for Insa Alabama, LLC



Entity Ownership Chart – Attachment to Exhibit 11

Capitalization Table of Insa Alabama, LLC

Peter Gallagher	24.5%	
Stephen Reilly, Jr.	24.5%	
Jere L. Beasley	25.4490%	See Attached Form I for Clearview Ranch, LLC and Clearview Ranch II, LLC
J. Greg Allen	25.4490%	See Attached Form I for Clearview Ranch, LLC and Clearview Ranch II, LLC
Phillip Pouncey	0.0612%	See Attached Form I Clearview Ranch II, LLC
David Herrick	0.0102%	See Attached Form I Clearview Ranch II, LLC
Kendall Dunson	0.0102%	See Attached Form I Clearview Ranch II, LLC
Samuel Bone	0.0102%	See Attached Form I Clearview Ranch II, LLC
L. Shane Seaborn	0.0102%	See Attached Form I Clearview Ranch II, LLC

Entity Ownership Chart – Attachment to Exhibit 11

Entities Directly Involved in the Cannabis Industry

Peter Gallagher also owns 27.3% of the issued and outstanding membership interest of GPM II, LLC. Stephen Reilly, Jr. owns 3.8% of GPM II, LLC. GPM II, LLC will be a funding source of Insa Alabama, LLC. GPM II, LLC holds the following beneficial interests in subsidiaries operating licensed cannabis businesses:

1. I.N.S.A., Inc. – Massachusetts Operating Company – Beneficial Ownership: 100%
    - Medical and Adult Use Licensee: Massachusetts Cannabis Control Commission License #s: MR281680, MC281268, MP281426, MR281892, MR282632, MPN282163, RMD365, RMD845, RMDA3362
2. D&D Accounting Services, LLC d/b/a Insa – Florida Operating Company – Beneficial Ownership: 100%
    - Medical Licensee: Florida Department of Health Office of Medical Marijuana Use License #: MMTC-2019-0016
3. INSA, LLC – Pennsylvania Operating Company – Beneficial Ownership: 100%
    - Medical Licensee: Pennsylvania Department of Health Permit #: GP18-4001
4. INSA Ohio, LLC – Ohio Operating Company – Beneficial Ownership: 100%
    - Medical Licensee: Ohio Board of Pharmacy License #: MMD.04095
5. Insa CT, LLC – Connecticut Operating Company – Beneficial Ownership: 35%
    - Adult Use Licensee: Department of Consumer Protection License #: ACCE.0000015

John H. Merrill
Secretary of State

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

STATE OF ALABAMA

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

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Articles of Formation filed on behalf of Insa Alabama, LLC, as received and filed in the Office of the Secretary of State on 09/12/2022.

20221103000004630

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

11/03/2022

Date

John H. Merrill

John H. Merrill Secretary of State

Certificate of Formation – Attachment to Exhibit 11

CERTIFICATE OF FORMATION
OF
Insa Alabama, LLC

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

The undersigned organizer desires to form a Limited Liability Company under the Alabama Limited Liability Company Law of 2014, Section 10A-5A-1.01 et seq., Code of Alabama, 1975, as amended, and does hereby certify as follows:

ARTICLE I
NAME

The name of the Limited Liability Company shall be **"Insa Alabama, LLC".**

ARTICLE II
REGISTERED OFFICE AND AGENT

The initial registered office of this Limited Liability Company is located at 453 South Hull Street, Montgomery, Alabama 36104. The name of the initial registered agent of the Limited Liability Company at such address is Edwin L. Yates.

ARTICLE III
MEMBERS

The Limited Liability Company has at least one member.

ARTICLE IV
SERIES OF ASSETS

The Limited Liability Company may have one or more series of assets subject to the limitations provided in Section 10A-5A-11.02(a), Code of Alabama 1975 as amended.

RECEIVED DATE
SEP 12 2022
SECRETARY OF STATE
OF ALABAMA

Alabama
Sec. Of State

New Entity
001-039-322 DSL
Date 9/12/2022
Time 10:39
220912 3 Pg
Montgomery County

File $100.00
County $100.00

Total $200.00
03/006

ARTICLE V
EFFECTIVE DATE

This Certificate of Formation shall effective immediately upon filing with the Secretary of State.

IN WITNESS WHEREOF, the undersigned organizer does hereby subscribe his name on this the 12 day of September, 2022.

Edwin L. Yates
Organizer

This document prepared by:
Edwin L. Yates
453 S. Hull St.
Montgomery, AL 36104
(334) 264-0182

Certificate of Formation – Attachment to Exhibit 11

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:

Insa Alabama, LLC

This name reservation is for the exclusive use of Edwin L. Yates, 8100 Henslow Court, Montgomery, AL 36117 for a period of one year beginning September 06, 2022 and expiring September 06, 2023

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

September 06, 2022

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES044254

State of Alabama
Department of Revenue

Certificate of Compliance

Insa Alabama, 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 October 27, 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 October 27, 2022.

Disclosure Officer

Phone: 334-242-1189
Fax: 334-242-1030

Request Date: October 27, 2022
Request Code: 22102717352108

Certificate of Existence – Attachment to Exhibit 11

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 Insa Alabama, LLC was formed in Alabama, Alabama on September 12, 2022. The Alabama Entity Identification number for this entity is 001-039322. I further certify that the records do not disclose that said entity has been dissolved, cancelled or terminated.

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.

10/27/2022

Date

John H. Merrill **Secretary of State**

20221027000016984

COMPANY AGREEMENT OF INSA ALABAMA, LLC

This Company Agreement (the "Agreement") of Insa Alabama, LLC, an Alabama limited liability company (the "Company") is effective as the Effective Date (as defined below), by and among the persons identified as Members on Schedule A attached hereto.

WHEREAS, the Company was organized on September 12, 2022 (the "Effective Date"), with such formation being made pursuant to the Alabama Limited Liability Company Law of 2014, Section 10A-5A-1.01 et seq., Code of Alabama, 1975, as amended from time to time (the "Act"), by filing a Certificate of Formation of the Company with the office of the Secretary of State of the State of Alabama (as it may be amended at any time and from time to time, the "Certificate of Formation");

WHEREAS, it is intended that the Company be treated as a partnership for federal and state income tax purposes.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

ARTICLE 1.
DEFINED TERMS

Section 1.1 Definitions.

As used herein, the following terms shall have the following meanings:

Acceptance Period: the meaning set forth in Section 8.6(b).

Act: the meaning set forth in the recitals of this Agreement.

Adjusted Capital Account Balance: the meaning set forth in Section 1 of Schedule B.

Adjusted Taxable Profit and Adjusted Taxable Loss: the meaning set forth in Section 1 of Schedule B.

Adverse Suitability Determination: with respect to a Person, a recommendation or determination by a Cannabis Regulatory Body that such Person, its Affiliates, or any of such Person's or its Affiliates' respective Representatives is not suitable for licensure in connection with a cannabis business in the State of Alabama pursuant to the AL Cannabis Act, and any regulations, policies, notifications, or approvals of the Alabama Medical Cannabis Commission or any other provision of law.

Affiliate: with respect to any Person, any Person that controls, is controlled by or is under common control with such Person.

Agreement: this Company Agreement, as amended, modified, supplemented or restated from time to time.

AL Cannabis Act: An Act Relating to the Medical Use of Cannabis (SB46), codified as the Darren Wesley "Ato" Hall Compassion Act, Section 20-2A-1 et seq., Code of Alabama 1975, as amended from time to time.

Alabama Partner: the meaning set forth in Section 4.1(c)(i).

Assignee: any Person who acquires a Membership Interest, or any part thereof, in accordance with Section 8.1 and Section 8.2, and any Person who, notwithstanding the provisions of Section 8.1, acquires a Membership Interest from any Member by involuntary transfer of such Membership Interest.

Board: the meaning set forth in Section 4.1(a).

Book Item: the meaning set forth in Section 5(a) of Schedule B.

Cannabis Regulatory Body: any regulatory body in Alabama that regulates cannabis businesses, any municipality that regulates cannabis businesses, any other governmental body that regulates cannabis businesses, or the staff of such regulatory or governmental bodies, including but not limited to the Alabama Medical Cannabis Commission.

Capital Account: the meaning set forth in Section 2 of Schedule B.

Capital Contribution: as to each Member, the aggregate amount of cash and the fair market value (as determined by Manager Approval) of property other than cash contributed to the Company by such Member.

Certificate of Formation: the meaning set forth in the recitals of this Agreement.

Change of Control: (i) a sale of the Company, whether by merger, consolidation or otherwise, (ii) a sale of a majority of the Membership Interests by the Members, or (iii) the sale, lease, transfer, exclusive license or other disposition by the Company of all or substantially all the assets of the Company.

Company: the meaning set forth in the first paragraph of this Agreement.

Company Agreement: means this Agreement and the provisions of the Act not in conflict herewith.

Company Minimum Gain: the meaning set forth in Section 1 of Schedule B.

Covered Person: the meaning set forth in Section 12.2(a).

Depreciation: the meaning set forth in Section 1 of Schedule B.

Distributable Cash: as of any particular time and as determined by Manager Approval, all cash, revenues, and funds received by the Company from any source whatsoever

less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders (which may include Members); (ii) all cash expenditures incurred incident to the normal operation of the Company's business as determined by Manager Approval; and (iii) such reserves deemed appropriate, as determined by Manager Approval, for the proper operation of the Company's business after taking into account the foregoing items.

Drag-Along Member: the meaning set forth in Section 8.10(a).

Drag-Along Notice: the meaning set forth in Section 8.10(b).

Drag-Along Sale: the meaning set forth in Section 8.10(a).

Effective Date: the meaning set forth in the preamble.

Excess Capital Contribution: with respect to each Member, the amount by which the Capital Contribution of such Member exceeds the aggregate amount such Member would have made as capital contributions to the Company had the Member only made capital contributions in proportion to its Percentage Interest.

Fiscal Year: the meaning set forth in Section 2.5.

Foley: the meaning set forth in Section 13.8.

RG: the meaning set forth in Section 4.1(c)(ii).

RG Manager: the meaning set forth in Section 4.1(c)(ii).

Gross Asset Value: the meaning set forth in Section 1 of Schedule B.

Internal Revenue Code: the meaning set forth in Section 1 of Schedule B.

Liquidating Agent: the meaning set forth in Section 10.1(a).

Manager: the initial Managers, and each other Person who may be designated or elected from time to time by the Members in accordance with Section 4.1 to serve as a Manager hereunder, in each case, as long as such person shall serve, and in such person's capacity, as a Manager hereunder.

Manager Approval: approval by the Managers then in office, given pursuant to the terms and subject to the conditions of Section 4.3.

Member: any Person named as a member of the Company on Schedule A hereto as of the date hereof and any Person admitted as an additional Member or as a Substitute Member pursuant to the provisions of this Agreement, in such Person's capacity as a member of the Company.

Member Approval: written approval by the Members holding at least two-thirds (2/3rds) of the Percentage Interests as reflected on Schedule A hereof at the time of such determination.

Member Nonrecourse Debt: the meaning set forth in Section 1 of Schedule B.

Member Nonrecourse Debt Minimum Gain: the meaning set forth in Section 1 of Schedule B.

Member Tax Amount: the meaning set forth in Section 6.4.

Membership Interest: a Member's share of the Adjusted Taxable Profit and Adjusted Taxable Loss of the Company and a Member's right to receive distributions of the Company's assets, reflected with respect to such Member by such Member's Percentage Interest and in each case subject to the terms and conditions of this Agreement, such meaning being the same as the meaning given for "limited liability company interest" in the Act.

Nonrecourse Deductions: the meaning set forth in Section 1 of Schedule B.

Nonrecourse Liability: the meaning set forth in Section 1 of Schedule B.

Offered Securities: the meaning set forth in Section 8.6(a).

Partnership Tax Audit Rules: the meaning set forth in Section 1 of Schedule B.

Percentage Interest: for each Member, the Percentage Interest set forth on Schedule A hereto as of the date hereof and as modified from time to time pursuant to the provisions of this Agreement.

Person: shall include any corporation, association, joint venture, partnership, limited partnership, limited liability company, business trust, institution, foundation, pool, plan, government or political subdivision thereof, government agency, trust or other entity or organization or a natural person.

Preferred Return: means, with respect to each Member, a five percent (5%) per annum (compounding annually) return on the amount of such Member's Unreturned Excess Capital Contribution, which shall begin to accrue with respect to any portion of such Unreturned Excess Capital Contribution from the date such Member made the applicable portion of such Member's Excess Capital Contribution to the Company.

Proposed Transferee: the meaning set forth in Section 8.6(a).

Representative: means, with respect to a Person, such Person's officers, directors, employees, members, managers, equity holders, agents, consultants, advisors and representatives.

Repurchase Interest: the meaning set forth in Section 8.9.

Repurchase Member: the meaning set forth in Section 8.9.

Repurchase Price: the meaning set forth in Section 8.9.

Repurchase Trigger Event: the meaning set forth in Section 8.9(a).

Right of Co-Sale: the meaning set forth in Section 8.7(a).

Right of First Refusal: means the right, but not the obligation, of RG, or its successors or assigns, to purchase some or all of the Offered Securities with respect to a proposed Transfer by the Alabama Partner.

Securities Act: the United States Securities Act of 1933, as amended.

Selling Member: the meaning set forth in Section 8.6(a).

Substitute Member: an Assignee of all or any portion of the Membership Interest of a Member, which Assignee is admitted as a Member of the Company pursuant to Article 8.

Tax Distributions: the meaning set forth in Section 6.3(d).

Tax Liability: with respect to any Member and any Fiscal Year of the Company, an amount, as determined by Manager Approval, equal to the product of the Tax Rate multiplied by the amount of taxable income of the Company allocated to such Member for United States federal income tax purposes in the Company's tax return filed or to be filed with respect to such Fiscal Year.

Tax Matters Person: the meaning set forth in Section 6(a) of Schedule B.

Tax Rate: with respect to any Fiscal Year of the Company, a single assumed combined United States federal, state and local income tax rate, as determined by Manager Approval. In exercising their discretion in determining the Tax Rate, the Managers may, but are not required to, take into account such factors as they choose in their sole discretion, including an assumed tax status (such as individual or corporation), assumed locality of residence of the Members, the different tax rates that may be in effect for different types of income, and any applicable United States federal deduction for state income taxes.

Transfer: means any assignment, sale, offer to sell, pledge, mortgage, hypothecation, encumbrance, disposition of or any other like transfers or encumbering of any Membership Interest (or any interest therein) by any of the Members.

Transfer Notice: the meaning set forth in Section 8.6(a).

Treasury Regulations: the meaning set forth in Section 1 of Schedule B.

Unpaid Preferred Return: the Preferred Return of a Member reduced by the aggregate cumulative amount of distributions previously received by such Member pursuant to

Section 6.3(c)(i) (including, for the avoidance of doubt, any distributions pursuant to Section 10.2 or Section 6.3(d) to the extent made in accordance with Section 6.3(c)(i)).

Unreturned Excess Capital Contribution: the Excess Capital Contribution of a Member reduced by the aggregate cumulative amount of distributions previously received by such Member pursuant to Section 6.3(c)(ii) (including, for the avoidance of doubt, any distributions pursuant to Section 10.2 or Section 6.3(d) to the extent made in accordance with Section 6.3(c)(ii)).

ARTICLE 2.
GENERAL PROVISIONS

Section 2.1 Organization; Continuation of the Company.

The Company has been formed by the filing of its Certificate of Formation with the Secretary of State of the State of Alabama pursuant to the Act. The Certificate of Formation may be amended or restated by Manager Approval. The Members hereby agree to continue the Company as a limited liability company under and pursuant to the provisions of the Act and agree that the rights, duties and liabilities of the Members shall be as provided in the Act, except as otherwise expressly provided herein.

Section 2.2 Company Name.

(a) The name of the Company is "Insa Alabama, LLC". All business of the Company shall be conducted under the Company name. The Managers shall promptly execute, file and record such certificates as are required by any applicable limited liability company act, fictitious name act or similar statute.

(b) The Company shall at all times have all rights in and to the Company name. The Company may use the Company name or any portion thereof in connection with any other partnership, limited liability company or business activity entered into by the Company. Upon the dissolution of the Company pursuant to the provisions of Article 10 or otherwise, except as otherwise expressly provided herein or by applicable law, or by Manager Approval, no further business shall be done in the Company name except for the completion of any transactions in process and the taking of such action as shall be necessary for the performance and discharge of the obligations of the Company, the winding up and liquidation of its affairs and the distribution of its assets.

Section 2.3 Place of Business; Agent for Service of Process.

(a) The principal place of business of the Company shall be such location as determined from time to time by Manager Approval. The initial principal place of business of the Company is 453 South Hull Street, Montgomery, Alabama 36104.

(b) The registered office of the Company in the State of Alabama shall initially be 453 South Hull Street, Montgomery, Alabama 36104 and the registered agent for service of process on the Company pursuant to the Act shall initially be Edwin L. Yates; provided that the registered office of the Company and the name and the address of the resident

agent for service of process may change with Manager Approval. In the event of any such change, the Managers shall cause to be filed an instrument recording any such changes with the office of the Secretary of State of the State of Alabama.

Section 2.4 Purposes and Powers of the Company.

(a) The purpose of the Company is to engage in cannabis activities; any and all activities necessary, advisable or incidental thereto, to the extent permitted and in accordance with Alabama law; and any other lawful business, purpose or activity for which limited liability companies may be formed under the Act.

(b) The Company shall have the power and authority to take any and all actions necessary or convenient to, or for the furtherance of, the purposes set forth in Section 2.4(a), including, but not limited to, the power and authority:

(i) to conduct its business, carry on its operations and have and exercise the powers granted to a limited liability company by the Act in any state, territory, district or possession of the United States or in any foreign country that may be necessary, convenient or incidental to accomplish the purposes of the Company;

(ii) to acquire (by purchase, lease, contribution of property or otherwise), own, hold, operate, maintain, finance, improve, lease, sell, convey, mortgage, transfer, demolish or dispose of any real or personal property that may be necessary or convenient to accomplish the purposes of the Company;

(iii) to negotiate, enter into, perform, amend, extend, waive, terminate or take any other action with respect to contracts of any kind, including, without limitation, contracts with any Member, any Affiliate thereof, or any employee or agent of the Company in connection with, or necessary or convenient to, the accomplishment of the purposes of the Company and any lease, contract or security agreement in respect of any assets of the Company;

(iv) to purchase, subscribe for or otherwise acquire, own, hold, vote, sell, mortgage, pledge or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in or obligations of domestic or foreign corporations, associations, general or limited partnerships, trusts, limited liability companies, or individuals or direct or indirect obligations of the United States or of any government, state, territory, governmental district or municipality or of any instrumentality of any of them;

(v) to lend money for the Company's proper purpose, to invest and reinvest its funds, and to take and hold real and personal property for the payment of funds so loaned or invested;

(vi) to borrow money and issue evidences of indebtedness, and to secure the same by a mortgage, pledge or other lien on the assets of the Company;

(vii) to sue and be sued, complain and defend, and participate in

administrative or other proceedings, in its name, and to pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle any and all other claims or demands of or against the Company and to hold proceeds against the payment of contingent liabilities;

(viii) to indemnify any Person in accordance with the Act;

(ix) to make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(x) to hire such personnel, including without limitation such management and operation personnel, sales and marketing personnel and such other employees, independent contractors and advisors as may be deemed necessary or appropriate from time to time; and

(xi) to cease its activities and cancel its Certificate of Formation in accordance with the terms of this Agreement and the Act.

Section 2.5 Fiscal Year.

The "Fiscal Year" of the Company shall be the tax year of the Company and shall initially be the calendar year, or such other Fiscal Year as may be designated by Manager Approval and permitted by the Internal Revenue Code.

ARTICLE 3.
GENERAL PROVISIONS

Section 3.1 Members.

Each Member shall be a "Member" within the meaning of the Act. The name, mailing address, and email address of each Member shall be as listed on Schedule A. Each Member shall promptly notify the Company of any change in the information required to be set forth for such Member on Schedule A. Any Manager may update Schedule A from time to time as necessary to accurately reflect the information relating to the Members that is intended to be set forth thereon, including each Member's Capital Contribution, and Percentage Interest. Any such revision to Schedule A shall not be deemed an amendment to this Agreement. Unless otherwise indicated, any reference in this Agreement to Schedule A shall be deemed a reference to Schedule A as such may be revised pursuant to this Section 3.1 or otherwise amended from time to time.

Section 3.2 Membership Interests Generally.

(a) Except as otherwise expressly provided herein, no Member shall (i) be entitled to receive any interest or other return on his, her or its Capital Contribution, (ii) be entitled to withdraw all or any portion of such or any other, Member's Capital Contribution or to receive any distribution or Guaranteed Payment from the Company (other than pursuant to a separate agreement with the Company relating to compensation to be paid to such Member), (iii) have the status of a creditor with respect to distributions from the Company, (iv) have the right to

demand or receive Company assets including, for avoidance of doubt, as a Guaranteed Payment (other than pursuant to a separate agreement with the Company relating to compensation to be paid to such Member), or (v) have any priority over any other Member with respect to the return of Capital Contributions, allocations of profits and losses or distributions. No property of the Company shall be deemed to be owned by any Member individually, but shall be owned by and title thereto shall be vested solely in the Company. The Membership Interests shall constitute personal property.

(b) The Members agree (and agree to cause any of its owners, or persons or entities in positions of corporate, financial or operational control over such Member) to comply at all times with all regulations, governing ownership, control, and operations of the Company (including but not limited to any criminal background checks required as the result of its ownership of the Company or any of its subsidiaries and timely complete and deliver to the Managers any form or document, and to timely provide such other information, reasonably requested by the Company for cannabis regulatory purposes).

(c) Each Member will be solely responsible for its own taxes in connection with its ownership of Membership Interests and other related transactions.

Section 3.3 Voting and Management Rights.

(a) No Member, in his, her or its capacity as such, shall have (i) the right to vote or to participate in the management, operation or control of the business affairs of the Company or to vote to have the Company dissolved and its affairs wound up, except as expressly provided herein, or (ii) any right, power or authority to transact any business in the name of the Company, to act for or on behalf of the Company or in its name, or to bind the Company.

(b) Except as otherwise expressly provided herein, no action of the Company or the Managers shall require approval by the Members. To the fullest extent permitted by the Act, to the extent that the Act would require a consent or approval by the Members, the consent or approval of the Managers by Manager Approval shall be sufficient and no consent or approval by the Members shall be required.

(c) Whenever action is required or permitted by this Agreement to be taken by the Members, including any consent or approval thereof, unless otherwise expressly provided herein, such action shall be deemed valid if and only if taken by Member Approval.

(d) In the event that the Members are deadlocked or unable to reach a decision with respect to any matter, then the Managers shall have final decision making authority with respect thereto, acting by Manager Approval.

Section 3.4 Liability of Members.

(a) A Member who receives a distribution made in violation of the Act shall be liable to the Company for the amount of such distribution to the extent, and only to the extent, provided by the Act.

(b) Except as provided under the Act and this Agreement, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member. Without limiting the foregoing, (i) no Member in the Member's capacity as such shall have any liability to restore any negative balance in such Member's Capital Account and (ii) the failure of the Company to observe any formalities or requirements relating to exercise of the Company's powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on any Member for liabilities of the Company.

Section 3.5 No Right to Division of Assets.

Each Member waives all rights, at law, in equity or otherwise, to require a partition or division into individually owned interests of all or any portion of the assets of the Company.

Section 3.6 Member's Investment.

(a) Each Member understands that the Membership Interests have not been registered under the Securities Act, or registered or qualified under the securities or "Blue Sky" laws of any other jurisdiction. Each Member is acquiring such Member's Membership Interest for the Member's own account for investment, and not for, with a view to, or in connection with the resale or distribution thereof. The nature and amount of each Member's investment in the Membership Interests is consistent with such Member's investment objectives, abilities, and resources. Each Member understands that the Membership Interests are an illiquid investment, which will not become freely transferable by reason of any "change of circumstances." Each Member has adequate means of providing for the Member's current needs and possible contingencies and has no need for liquidity in the Member's investment.

(b) Each Member, to the extent desired by such Member, has consulted with such Member's attorney or accountant with respect to the Member's purchase or grant of Membership Interests. Each Member has knowledge of the Company's business, financial condition, current activities, and prospects. Each Member and such Member's attorney or accountant to the extent requested by such Member have had the opportunity to ask questions of, and receive answers from, representatives of the Company concerning the Company's business, financial condition, current activities, and prospects.

Section 3.7 Expenses.

Each Member shall submit to the Company on a monthly basis all actual, reasonable and necessary operating expenses incurred by such Member on behalf of the Company and said expenses shall be reimbursed to such Member by the Company in the ordinary course of business in accordance with the Company's expense reimbursement policy in effect at such time. The expense reimbursement policy shall be subject to Manager Approval.

ARTICLE 4.
MANAGEMENT OF THE COMPANY

Section 4.1 Managers.

(a) The business of the Company shall be managed by a Board of Managers (the "Board") who may exercise all of the powers of the Company, except as otherwise provided by law or by this Agreement, and by any committees that the Board may from time to time establish. Each member of the Board shall be a "Manager" for all purposes under the Alabama Act. Subject to the terms and conditions of this Agreement, at least a majority of the members of the Board then in office must vote or consent in favor of an action in order to bind the Company with respect to such action. Subject to Section 4.2(b), each individual Manager shall have any right, power or authority to bind the Company, including to the extent such Manager has been designated as an officer of the Company, such Manager acting in his or her capacity as an officer shall have the authority to bind the Company for limited liability company actions under such officer's control. A Manager shall be held to the same standards of fiduciary duty with respect to the Company to which a director of a corporation organized under the laws of the State of Alabama is held with respect to such corporation. Any determination of whether a Manager has breached his or her fiduciary duty to the Company shall be made by reference to whether, under Alabama law as it then exists, a director of an Alabama corporation would be held to have breached his or her fiduciary duty to such corporation under similar facts. Notwithstanding the foregoing, or any other provision of this Agreement to the contrary (but subject to any particular written agreement between the Company and any Manager), it is expressly understood and agreed that a Manager shall not be required to devote his entire time or attention to the business of the Company.

(b) The Board shall consist of one or more Managers. As of the Effective Date, the authorized number of Managers shall be two. The Managers shall be elected by Member Approval, in accordance with Section 4.1(c). In the event of a vacancy in the Board, the remaining Managers, except as otherwise provided by law, may exercise the powers of the full Board until the vacancy is filled, provided that in the event of a vacancy in one of the seats appointed pursuant to Section 4.1(c), such seat may only be filled by a Manager designated by the parties entitled pursuant to such Section to designate a Manager to fill such seat.

(c) From and after the Effective Date, each Member shall vote, or cause to be voted, all Membership Interests and all other voting securities of the Company presently owned or hereafter acquired by such Member, or over which such Member has voting control, at any meeting of the Members called for the purpose of filling positions on the Board, or to execute a written consent in lieu of a meeting of the Members, for the purpose of filling positions on the Board and to elect and continue in office as Managers in the following manner:

(i) for so long as Clearview Ranch, LLC (the "Alabama Partner"), together with its Affiliates (if any), holds any Membership Interests, one individual designated by the Alabama Partner, who shall initially be J. Greg Allen;

(ii) for so long as Steve Reilly and Peter Gallagher, or their assigns (if any) ("RG"), , holds any Membership Interests, one individual designated by RG (the "RG Manager"), who shall initially be Steve Reilly ;

(d) In the event that the Member that has the right to designate a Manager pursuant to clause 4.1(c) requests that the Manager so designated by such Member be removed (with or without cause), by written notice to the other Members, then in such case, such Manager shall be removed and each Member hereby agrees to vote all Membership Interests, and all other voting securities of the Company over which such Member has voting control, to effect such removal upon such request. Any Manager may be removed by Member Consent, provided that no Manager specified in Section 4.1(c) may be removed without the consent of the Member who has the right pursuant to such Section to designate such Manager, so long as such Member holds such right. Each Member agrees not to vote any Membership Interests, or any voting securities over which such Member has voting control, to remove any Manager other than in accordance with this Section 4.1(d).

(e) Except as otherwise provided by law or by this Agreement, Managers shall hold office until their successors are elected and duly qualified or until their earlier death, disability, resignation or removal. Any Manager may resign by delivering his written resignation to the Company. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Section 4.2 Manager Voting Rights; Meetings; Quorum.

(a) Each Manager shall be entitled to one (1) vote with respect to any matter before the Managers.

(b) Regularly scheduled meetings of the Managers may be held at such time, date and place as a majority of the Managers may from time to time determine. Special meetings of the Managers may be called, orally, in writing or by means of electronic communication, by any of the Managers, designating the time, date and place thereof. Managers may participate in meetings of the Managers by means of telephone conference or similar communications equipment by means of which all Managers participating in the meeting can hear each other, and participation in a meeting in accordance herewith shall constitute presence in person at such meeting. No Manager may delegate his or her rights and obligations to participate in and vote at any meeting of the Managers.

(c) Notice of the time, date and place of all meetings of the Managers shall be given to each Manager by the officer or one of the Managers calling the meeting. Notice shall be given to each Manager in person or by telephone, facsimile or electronic mail sent to his business or home address or email address, as applicable, at least twenty-four (24) hours in advance of the meeting, or by written notice mailed to his business or home address at least seventy-two (72) hours in advance of the meeting, provided that once notice has been given as to the time and date of any regularly scheduled meeting of the Managers, no further notice of such meeting need be given. Notice need not be given to any Manager if a written waiver of notice is executed by him before or after the meeting. The attendance of a Manager at a meeting shall constitute a waiver of notice of such meeting by such Manager, except where a Manager attends a meeting for the

express purpose of objecting at the beginning of the meeting to the transaction of any business because such meeting is not lawfully called or convened. A notice or waiver of notice of a meeting of the Managers need not specify the purposes of the meeting.

(d) At any meeting of the Managers, the presence of a majority of the total number of Managers then in office shall constitute a quorum.

Section 4.3 Actions of the Managers.

(a) Except as provided in this Agreement or the Act, or required by law, any vote or approval of a majority of the Managers present at any meeting of the Managers at which a quorum is present shall be the act of the Managers.

(b) Any action required or permitted to be taken at any meeting of the Managers may be taken without a meeting if a written consent thereto is signed (including by means of an authorized electronic, stamped or other facsimile signature or email message) by all of the Managers then in office and filed with the records of the meetings of the Managers. Such consent shall be treated as a vote of the Managers for all purposes.

Section 4.4 Manager as Agent.

Each of the Managers is an agent of the Company, and the actions of each of the Managers shall bind the Company, except as otherwise expressly provided herein.

Section 4.5 Officers and other Agents.

From time to time, the Managers may hire employees and appoint agents of the Company (who may be designated as officers of the Company), with such powers and duties as shall be specified by such Manager Approval. Such employees and agents (including those designated as officers) may be removed by Manager Approval.

Section 4.6 Powers of the Managers.

(a) Except as otherwise expressly provided herein, the management and operation of the Company and its business and affairs shall be, and hereby is, vested solely in the Managers.

(b) Except as otherwise expressly provided herein, all decisions respecting any matter set forth herein or otherwise affecting or arising out of the conduct of the business of the Company shall require, and shall be considered duly authorized by, Manager Approval, including the following actions:

(i) Determination of the Percentage Interest of any Member pursuant and subject to the terms and conditions of this Agreement, including the Percentage Interests of the Members (A) at the time of the admission of a new Member and (B) at the time of the issuance of any additional Percentage Interests to existing Members, provided however, such determination of Percentage Interest of any Member is subject to the terms and conditions of Article 7 hereof;

(ii) Deleted.

(iii) Determinations relating to vesting of Percentage Interests; and

(iv) Determinations of "Gross Asset Value" as set forth in the definition of that term in Section 1 of Schedule B.

(c) Actions within the scope of authority granted to the Managers by this Agreement shall require Manager Approval; provided, however, that such actions that are of an administrative or routine nature may be taken by any individual Manager.

(d) Except as otherwise expressly provided herein, no action of the Managers shall require approval by the Members. The Managers may choose in their sole discretion to consult with any or all of the Members regarding actions to be taken by the Managers, but such consultation shall not create any additional approval right of the Members.

(e) Each Manager shall have the power and authority, in the name and on behalf of the Company, to execute and deliver any agreement, instrument, or document, and to take any action, which is authorized, or which relates or is related to or connected with any action of the Company which has been properly authorized pursuant to this Agreement.

Section 4.7 Certain Actions Requiring Approval of the RG Manager

(a) Notwithstanding the provisions of Section 4.6, the following actions shall require the approval of the RG Manager in addition to Manager Approval:

(i) Liquidation, dissolution or winding-up of the business and affairs of the Company, or permitting the commencement of a proceeding for bankruptcy, insolvency, receivership or similar action on behalf of the Company;

(ii) Effecting any sale of the Company (whether through sale of membership interests, sale of all or substantially all of the assets of the Company, merger, consolidation, reorganization or otherwise), or consenting to any of the foregoing;

(iii) Amending, altering or repealing any provision of the Company's Certificate of Formation or this Agreement;

(iv) Purchasing or redeeming (or permitting any direct or indirect subsidiary to purchase or redeem) or paying or declaring any distribution on, any membership interests of the Company or any direct or indirect subsidiary, other than repurchases of membership interests from former employees, officers, managers, consultants or other persons who performed services for the Company or any direct or indirect subsidiary in connection with the cessation of such employment or service at no greater than the original purchase price thereof;

(v) Acquiring the operations or assets of another business (regardless of the form such acquisition takes and including, without limitation, by merger, consolidation, purchase of securities or assets, exclusive license, or lease) or creating, or

holding membership interests in, any subsidiary that is not wholly owned (either directly or through one or more other subsidiaries) by the Company, or permitting any direct or indirect subsidiary to create, or authorizing the creation of, or issuing or obligating itself to issue, any shares of any class or series of membership interests, or selling, transferring or otherwise disposing of any equity securities of any direct or indirect subsidiary of the Company, or permitting any direct or indirect subsidiary to sell, lease, transfer, exclusively license or otherwise dispose (in a single transaction or series of related transactions) of all or substantially all of the assets of such subsidiary;

(vi) Allowing for the consolidation or merger of the Company with another entity (whether or not the Company is the surviving entity);

(vii) (A) Creating, or authorizing the creation of, or issuing or obligating itself to issue, or reclassify, any membership interests or any securities convertible into or exercisable for any equity securities of the Company, or (B) increasing the authorized membership interests of the Company available for issuance as Membership Interests;

(viii) (A) Approving expenses or capital expenditures in excess of twenty-five thousand dollars ($25,000) that are not already included in a budget that has been approved by Manager Approval (including the RG Manager), or (B) authorizing, entering into, ratifying, amending, modifying, renewing or terminating any contract or binding agreement, that involves (individually or in the aggregate, contingent or otherwise) obligations of, or payments by, the Company in excess of twenty-five thousand dollars ($25,000) in the aggregate over the lifetime of such contract, including, without limitation, any contract pertaining to real property (whether leased or purchased), other than, in the case of each of (A) and (B), trade credit (including for acquiring inventory and necessary start-up business expenses) and equipment financing incurred in the ordinary course of business;

(ix) Changing the rights, preferences, and/or privileges of any class of equity ownership;

(x) Allowing for any transaction with any manager, director, officer or employee of the Company or any "associate" (as defined in Rule 12b-2 promulgated under the Exchange Act) of any such person, other than compensation in the ordinary course or business;

(xi) Increasing or decreasing the authorized number of Managers constituting the Board, or change the number of votes entitled to be cast by any Manager or Managers on any matter;

(xii) Converting the Company to another form of entity for tax purposes, including to corporate form;

(xiii) Paying above-market compensation to employees, independent contractors or other service providers of the Company or hiring, terminating or establishing compensation for any officer of the Company; and

(xiv) Consenting to or entering into any agreement with respect to any of the foregoing.

Section 4.8 Reliance by Third Parties.

Notwithstanding any other provision of this Agreement, any contract, instrument, or act of a Manager on behalf of the Company shall be conclusive evidence in favor of any third party dealing with the Company that the Manager has the authority, power, and right to execute and deliver such contract or instrument and to take such action on behalf of the Company.

Section 4.9 Reimbursement.

The Company shall reimburse the Managers and other authorized representatives of the Company for all out-of-pocket expenses reasonably incurred by the Managers and such authorized representatives on behalf of the Company, in accordance with the Company's expense reimbursement policy in effect from time to time (as approved by the Managers in accordance with Section 3.7). Such expenses may include travel, seminars, conference attendance fees, and other expenses related to transacting business on behalf of the Company. Such reimbursement shall be treated as an expense of the Company and shall not be deemed to constitute a distribution or fee to the Managers or such authorized representatives.

ARTICLE 5.
CAPITAL CONTRIBUTIONS

Each Member's Capital Contribution through the date hereof is reflected on Schedule A as of the date hereof. The Members generally shall make capital contributions to the Company in proportion to their respective Percentage Interests. If a Member makes an Excess Capital Contribution, no additional Percentage Interest shall be given for such Excess Capital Contribution, but the Member shall have rights to distributions in respect of such Excess Capital Contribution as, and to the extent, set forth in this Agreement.

ARTICLE 6.
CAPITAL ACCOUNTS; ALLOCATIONS; DISTRIBUTIONS

Section 6.1 Capital Accounts.

For each Member, the Company shall establish and maintain a separate Capital Account as more fully described in Schedule B.

Section 6.2 Allocations.

The Adjusted Taxable Profit and Adjusted Taxable Loss of the Company shall be allocated to and among the Members in accordance with Schedule B.

Section 6.3 Distributions.

(a) Except as otherwise expressly provided herein, the Company shall not be required to make distributions or payments of cash or of other Company assets to the Members.

(b) Deleted

(c) Distributions to Members, if any, other than under Article 10, shall be at such times and in such aggregate amounts as may be determined by Manager Approval, subject to Section 4.7, and shall be made to and among the Members as follows:

(i) first, to and among the Members to the extent of, and in proportion to, their respective Unpaid Preferred Returns until all such Unpaid Preferred Returns have been reduced to zero;

(ii) second, to and among the Members to the extent of, and in proportion to, their respective Unreturned Excess Capital Contributions, until all such Unreturned Excess Capital Contributions have been reduced to zero; and

(iii) third, the balance to and among the Members in proportion to their respective Percentage Interests.

(d) Notwithstanding the foregoing, the Company may elect, as determined by Manager Approval, to make, with respect to each Fiscal Year of the Company, minimum distributions of Distributable Cash to each Member in an amount equal to the Tax Liability of such Member for such Fiscal Year (such distributions pursuant to this Section 6.3(d), "Tax Distributions"); provided, however, that the maximum amount of any Tax Distributions to be made to a Member shall be reduced by other distributions that have been made or are to be made with respect to such Fiscal Year (as determined by Manager Approval) to such Member. Any distributions made to a Member with respect to such Member's Tax Liability pursuant to this Section 6.3(d) shall be deemed an advance against and shall serve to reduce subsequent distributions made to such Member pursuant to Section 6.3(c), including pursuant to Section 10.2.

(e) Distributions pursuant to this Article 6 shall be made with respect to all Membership Interests, whether vested or unvested. Unless otherwise determined by Manager Approval, any distributions pursuant to Section 6.3(c) (but not, for the avoidance of doubt, pursuant to Section 6.3(d)) with respect to any portion of any Membership Interest which is reflected by a Percentage Interest which is unvested shall be held by the Company (net of amounts with respect thereto, if any, that are distributed to the applicable Member pursuant to Section 6.3(d)) until such Percentage Interest becomes a vested, at which time any such retained distributions shall be released to the applicable Member. Upon the forfeiture of any unvested Membership Interest, any retained distributions applicable to such Membership Interest shall be forfeited by the Member. Any retained distributions that are forfeited pursuant to the foregoing sentence shall thereafter be distributed to the Members in accordance with the order and priorities set forth in Section 6.3(c) or Section 10.2, as applicable.

Section 6.4 Withholding; Tax Documentation.

Notwithstanding anything to the contrary in this Agreement, the Company may withhold from any distribution or other payment, as applicable, to any Member (including any former Member) the amount (the "Member Tax Amount") of (i) any taxes required to be, or that should have been, withheld with respect to such distribution or other payment or any other distribution, payment, or allocation to such Member, (ii) any tax liability of the Company otherwise attributable to such Member, whether or not already paid by the Company, and (iii) any interest, additions to tax and penalties in respect of taxes described in the foregoing clauses (i) or (ii). All Member Tax Amounts will be determined by Manager Approval. For avoidance of doubt, Member Tax Amounts will include any "imputed underpayment" within the meaning of Section 6225(c) of the Internal Revenue Code (or any successor provision or similar provision of federal, state or local tax law) that the Managers determine to be appropriate to treat as a tax liability attributable to Members (including former Members). All Member Tax Amounts withheld from any distribution or other payment to a Member shall be treated as amounts distributed or paid by the Company to such Member. If no distribution or other payment is then being made to such Member in an amount sufficient to cover the Member Tax Amounts attributable to such Member, then the shortfall that the Company is obligated to pay to a taxing authority shall be deemed to be an interest-free advance from the Company to such Member, payable by such Member by withholding from subsequent distributions or other amounts payable by the Company to such Member or within fourteen (14) days after receiving a written request for payment from the Company; provided, that, in any event such amount shall be repaid to the Company no later than the date of the final distribution in liquidation of the Company. The amount of any taxes (including interest, additions to tax and penalties in respect of such taxes) that are paid by, or withheld from distributions by, entities that are partnerships or other flow-through entities for tax purposes through or in which the Company, directly or indirectly, holds an investment shall be treated as Member Tax Amounts that are subject to this Section 6.4 on the date such taxes are paid or withheld, to the extent determined by Manager Approval. Each Member and former Member agrees to timely complete and deliver to the Managers any form or document, and to timely provide such other information, reasonably requested by the Company for tax purposes.

ARTICLE 7.
ISSUANCE OF ADDITIONAL MEMBERSHIP INTERESTS; ADMISSION OF ADDITIONAL MEMBERS

Section 7.1 Additional Issuances; Additional Members.

(a) By Manager Approval, a Member may purchase or be granted additional Membership Interests in the Company or a Person who is not already a Member of the Company may be admitted as a Member of the Company.

(b) The Percentage Interest, Capital Contribution (if any) and other terms with respect to any additional Membership Interests or any additional Member shall be determined by Manager Approval. Upon any issuance of Percentage Interests to a new or existing Member, the Percentage Interests of the existing Members (including the existing Member, if any, receiving an additional Percentage Interest) shall be reduced proportionately. At all times, the total amount

of Percentage Interests held by the Members in the aggregate shall be 100%. So long as any required approval and consent has been obtained in each case, each such Person who is not already a Member of the Company shall be admitted as an additional Member of the Company by executing a counterpart of this Agreement or a separate signature page hereof. This Agreement shall thereupon be deemed amended by the admission of such additional Member and the Managers shall take such other actions as they shall deem necessary by Manager Approval to confirm or legalize any issuance of additional Membership Interests or the admission of any additional Member. The admission of any Person as an additional Member shall not be cause for dissolution of the Company.

(c) Membership Interests may be issued subject to vesting, forfeiture and repurchase pursuant to separate written agreements, the provisions of which may be determined, altered or waived (unless otherwise specified in such agreements) by Manager Approval. Any Person holding a Membership Interest subject to a vesting arrangement shall be personally responsible for making, and shall make, a timely election under Section 83(b) of the Internal Revenue Code in accordance with Treasury Regulation Section 1.83-2 with respect to each such Membership Interest (to the extent applicable).

(d) Each Member that is a service provider to the Company understands and agrees that, for so long as the Company is a partnership or disregarded entity for income tax purposes and subject to any change in applicable tax rules or regulations, such Member shall not be treated as an employee of the Company for tax purposes, but instead (i) shall be subject to reporting of any compensation paid to such Member by the Company on a Schedule K-1 (rather than a Form W-2) and shall be responsible for paying all self-employment and other taxes on such income and (ii) shall not be entitled to participate in the Company's employee benefit plans under Section 125 of the Internal Revenue Code.

ARTICLE 8.
TRANSFER OF MEMBERSHIP INTERESTS; LEGAL REPRESENTATIVES

Section 8.1 Assignability of Interests; Substitute Members.

A Member may not sell, assign, transfer, pledge or otherwise encumber, or otherwise dispose of, such Member's Membership Interest, whether voluntarily or by operation of law, and an Assignee of a Member's Membership Interest shall not be admitted as a Substitute Member, in each case without the prior approval of all of the Members of the Company. Unless and until admitted as a Substitute Member, an Assignee shall not be entitled to exercise any rights or powers of, or to receive any of the benefits of, the assigning Member other than, to the extent assigned, the share of Adjusted Taxable Profit and Adjusted Taxable Loss and the rights to receive distributions to which the assigning Member was entitled. An Assignee shall have no liability as a Member solely as a result of such assignment. An Assignee may become a Substitute Member only upon the terms and conditions set forth in Section 8.2. The admission of an Assignee as a Substitute Member shall additionally in each case be conditioned upon the Assignee's written assumption, in form and substance satisfactory to the Managers, of all of the obligations, restrictions and liabilities of the assigning Member with respect to the assigned Membership Interest under this Agreement and the Assignee's execution of an instrument reasonably satisfactory to the Managers whereby such Assignee becomes a party to this Agreement as a Substitute Member. In no event shall any Member sell, assign, transfer, pledge

or otherwise encumber, or otherwise dispose of, such Member's rights or obligations in an unvested Membership Interest, if any, whether voluntarily or by operation of law, and any such purported disposition shall be void *ab initio*.

Section 8.2 Additional Requirements.

As additional conditions to the validity of any assignment of a Membership Interest and any admission of an Assignee as a Substitute Member, such assignment and any such admission:

(a) shall not violate the registration provisions of the Securities Act, or the securities laws of any applicable jurisdiction;

(b) shall not cause the Company to be terminated for United States federal income tax purposes or to be treated as a publicly traded partnership under the Internal Revenue Code, unless agreed to in writing by Manager Approval;

(c) shall not be made to a Person that has been, or could reasonably be expected to be, subject to an Adverse Suitability Determination;

(d) shall not be made to any Person whose control of the Company would violate the control limitations provided for in AL Cannabis Act; and

(e) shall not result in, or reasonably be expected to result in, an Adverse Suitability Determination with respect to the Company.

The Managers acting by Manager Approval may require reasonable evidence as to satisfaction of such conditions, including, without limitation, a favorable opinion, in form and substance satisfactory to the Managers, of legal counsel reasonably satisfactory to the Managers. Any purported assignment or admission as to which the conditions set forth in Section 8.1 and Section 8.2 are not satisfied shall be void *ab initio*.

Section 8.3 Distributions as Between Assignor and Assignee.

If a Membership Interest shall be validly assigned, then the assignor and Assignee shall each be entitled to distributions as follows: unless the assignor and Assignee shall agree otherwise and so provide in the instrument of assignment, distributions shall be made to the Person owning the Membership Interest at the date of distribution. For the purpose of making computations based on distributions, any distribution to an Assignee who, at the time of the computation, (i) has not been admitted as a Substitute Member shall be deemed to have been made to the assigning Member, and (ii) has been admitted as a Substitute Member shall be deemed to have been made to the Assignee.

Section 8.4 Deemed Agreement.

Any Person who acquires in any manner whatsoever any Membership Interest or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all of the terms and conditions of this Agreement that any predecessor in such Membership Interest or other interest

in the Company of such Person was subject to or by which such predecessor was bound.

Section 8.5 Transfer of Capital Accounts.

As determined by Manager Approval, the Capital Account established for each Substitute Member shall initially be in the same amount as the Capital Account of the Member (or portion thereof) to which such Substitute Member succeeds, at the time such Substitute Member is admitted as a Member of the Company. The Capital Account of any Member whose Membership Interest shall be increased by means of a transfer to it of all or part of the Membership Interest of another Member shall also be appropriately adjusted to reflect such transfer, as determined by Manager Approval. Any reference in this Agreement to a capital contribution of, or distribution to, a Member that has succeeded any other Member shall include any capital contributions or distributions previously made by or to the former Member on account of the Membership Interest of such former Member transferred to such Member. All of the foregoing shall be subject to the right of the Managers to determine the appropriate amount of the allocations, distributions and Capital Contribution for each Member.

Section 8.6 Right of First Refusal.

Subject to all of the foregoing provisions of this Section 8 (including, for avoidance of doubt, the Member approval requirements in Section 8.1):

(a) If the Alabama Partner (the "Selling Member") proposes to Transfer any Membership Interest owned by such Member, then the Selling Member shall promptly give written notice (the "Transfer Notice") of such proposed Transfer to RG. The Transfer Notice shall describe in reasonable detail the proposed Transfer, including, without limitation, the Membership Interest to be transferred (the "Offered Securities"), the nature of such Transfer, the cash consideration to be paid for such Offered Securities (which shall be the sole form of consideration), and the name and address of each prospective purchaser or transferee (each, a "Proposed Transferee"). The Selling Member shall enclose with the Transfer Notice a copy of a written offer, letter of intent or other written document signed by the Proposed Transferee(s) setting forth the proposed terms and conditions of the Transfer.

(b) For a period of thirty (30) days following the date on which the Transfer Notice is given by the Selling Member to RG (the "Acceptance Period"), RG shall have the option to purchase all or any part of the Offered Securities for the price and on the terms specified in the Transfer Notice. If RG desires to exercise its right to purchase all or any portion of the Offered Securities, it shall give written notice to the Selling Member, no later than the expiration of the Acceptance Period.

(c) In the event RG duly exercises its option to purchase all or a portion of the Offered Securities, the closing of such purchase shall take place at the offices of the Company no later than thirty (30) days following the expiration of the Acceptance Period. At the closing, RG shall purchase such portion of the Offered Securities that RG has elected to purchase by wire transfer of immediately available funds to an account designated by the Selling Member against delivery of satisfactory evidence from the Company and the Selling Member of the Transfer of the Offered Securities to RG in accordance with the provisions of this Agreement; provided, however, RG shall not have any liability to purchase or pay for more than the portion of the

Offered Securities it has elected to purchase pursuant to these provisions. RG may request waivers of any liens on, and evidence of good title to, the Offered Securities.

(d) If within the applicable time period, the Selling Member does not receive notice of RG's intention to purchase all or a portion of the Offered Securities, the offer shall be deemed to have been rejected. In such event, and (for avoidance of doubt) so long as the other requirements of this Section 8 are satisfied (including the Members' approval rights in Section 8.1), the Selling Member may Transfer title to the Offered Securities within ninety (90) days from the date of the Transfer Notice, but such Transfer shall be made only to the proposed transferee or transferees and at the proposed price and on such other terms as stated in such Transfer Notice. Any Membership Interest that is so Transferred shall remain subject to this Agreement and, as a condition to any Transfer, the Selling Member shall obtain a written agreement from the transferee by which the transferee agrees to be bound by this Agreement.

Section 8.7 Co-Sale Rights.

Subject to all of the foregoing provisions of this Section 8 (including, for avoidance of doubt, the Member approval requirements in Section 8.1):

(a) If the Right of First Refusal is not exercised under Section 8.6 as to all Offered Securities, the Selling Member proposing to effect a sale of Offered Securities shall afford RG the opportunity to participate in the sale with the Selling Member (the "Right of Co-Sale"), with RG participating in the sale pro rata based on its Percentage Interest, and for the same consideration and otherwise on the same terms as the Selling Member is then proposing to sell its Offered Securities.

(b) If any Proposed Transferee refuses to purchase the Equity Securities tendered for sale by RG exercising its Right of Co-Sale hereunder, no Selling Member may sell any Equity Securities to such Proposed Transferee unless, simultaneously with such sale, such Selling Member purchases (on the same terms and conditions as the sale by the Selling Member) an amount of Equity Securities from RG equal to the amount of Equity Securities that such Member was entitled to include in such sale pursuant to its Right of Co-Sale as set forth in Section 8.7(a) above.

Section 8.8 Option to Purchase.

Notwithstanding any provision herein to the contrary, in the event the Alabama Partner desires to sell all or a portion of its Membership Interest to RG, and such sale is allowed under Alabama law, then RG will have the option to purchase such Membership Interest, in cash or in equity of RG, as agreed to by RG and the Alabama Partner.

Section 8.9 Company Right of Repurchase.

(a) Upon the occurrence of a Repurchase Trigger Event with respect to a Member, the Company shall have the right, but not the obligation, to elect, by Manager Approval, to purchase from a Member (such Member, the "Repurchase Member") all of such Member's Membership Interest (the "Repurchase Interest"), for an amount equal to the distribution such Repurchase Member would have received from the Company pursuant to Section 10.2 assuming a complete liquidation of the Company as of the date of the Repurchase

Trigger Event, as determined by Manager Approval (the "Repurchase Price") A "Repurchase Trigger Event" shall mean the occurrence of any one or more of the following events:

(i) an Adverse Suitability Determination is made with respect to such Member;

(ii) a Cannabis Regulatory Body advises the Company that a decision on the Company's marijuana business license is being delayed beyond six (6) months following the filing of the Company's application for a marijuana business license, and the Company is advised that the primary reason for such delay is the participation of or concerns about such Member; or

(iii) such Member fails to timely complete all requirements under the AL Cannabis Act, and any regulations, policies, notifications, or approvals adopted thereunder, or any other requirement of the Alabama Cannabis Commission, including but not limited to the background checks, and any other state or local law or regulation related to the Company.

(b) The Company shall give the Repurchase Member at least seven (7) days prior written notice of its election to purchase the Repurchase Interest. Such notice shall state the applicable Repurchase Trigger Event, the Repurchase Price and the date on which the purchase shall occur, which date shall not be more than thirty (30) days after the delivery of the notice. Upon the delivery of the Repurchase Price to the Repurchase Member by one or more of the methods described below in Section 8.9(c) (including, for avoidance of doubt, the issuance of a note to the Repurchase Member), the Repurchase Member shall cease to be a Member of the Company and shall have no further rights in respect of any Membership Interest (other than the right to receive the Repurchase Price in accordance with this Agreement); provided, however, that the Repurchase Member may continue to be treated as a "partner" for tax purposes until all cash payments in satisfaction of the Repurchase Price have been made (if and to the extent required by applicable tax law). Notwithstanding anything to the contrary in this Agreement, if the Company elects to purchase the Repurchase Interest and such purchase is effected, (i) the Repurchase Member shall not be entitled to participate in any distributions (including Tax Distributions) that are or were made after the date of the applicable Repurchase Trigger Event and (ii) any such distributions received by the Repurchase Member after the date of the applicable Repurchase Trigger Event shall be applied against and reduce the balance owed by the Company to the Repurchase Member in respect of the Repurchase Price.

(c) If the Company elects to purchase the Repurchase Interest, the Company, at its option, may satisfy its obligation to pay the Repurchase Price to the Repurchase Member by any of the following methods, or any combination of such methods: (i) by check, (ii) by wire transfer of immediately available funds, (iii) in the event the Repurchase Member is indebted to the Company, by canceling all or any portion of such indebtedness or (iv) by delivering to the Repurchase Member a promissory note with a principal balance equal to all (or a portion, if the remainder is paid by other methods under this Section 8.9(c)) of the aggregate Repurchase Price, which note shall be payable over a ten (10) year period and shall bear interest at a rate equal to the applicable long-term applicable federal rate published by the Internal Revenue Service for

the month in which the repurchase occurs or such minimum higher rate as may be required to avoid imputation of interest under the Internal Revenue Code.

Section 8.10 Drag-Along Rights.

(a) Subject to the written consent and approval of the Alabama Partner, which consent and approval shall not be unreasonably withheld, if RG receives a bona fide offer from an unrelated third party in an arm's length transaction to consummate, in one transaction or a series of related transactions, a Change of Control (a "Drag-Along Sale"), RG shall have the right to require that each other Member (each, a "Drag-Along Member") participate in such sale in the manner set forth in this Section 8.10.

(b) RG shall exercise its rights pursuant to this Section 8.10 by delivering a written notice (the "Drag-Along Notice") to the Company and each Drag-Along Member no more than ten (10) days after the execution and delivery by all of the parties thereto of the definitive agreement entered into with respect to the Drag-Along Sale and, in any event, no later than twenty (20) days prior to the closing date of such Drag-Along Sale. The Drag-Along Notice shall make reference to RG's rights and obligations hereunder and shall describe in reasonable detail:

(i) The name of the proposed acquirer;

(ii) The proposed date and time of the closing of the sale;

(iii) The proposed amount of consideration for the Drag-Along Sale, and the other material terms and conditions of the Drag-Along Sale; and

(iv) A copy of any form of agreement proposed to be executed in connection therewith.

(c) Subject to Section 8.10(d):

(v) if the Drag-Along Sale is structured as a sale of Membership Interests, each Member shall sell in the Drag-Along Sale a percentage of such Member's Membership Interest equal to such Member's Percentage Interest of the total Membership Interests to be sold in such Drag-Along Sale; and

(vi) if the Drag-Along Sale is structured as a sale of all or substantially all of the assets of the Company or as a merger, consolidation, recapitalization, or reorganization of the Company, then notwithstanding anything to the contrary in this agreement, each Drag-Along Member shall vote in favor of the transaction and otherwise consent to and raise no objection to such transaction.

(d) The consideration to be received by a Drag-Along Member shall be the same form and amount of consideration to be received by RG (or, if RG is given an option as to the form and amount of consideration to be received, the same option shall be given) and the terms and conditions of such sale shall, except as otherwise provided in the immediately succeeding sentence, be the same as those upon which RG sells its Membership Interests. Each

Drag-Along Member shall make or provide the same representations, warranties, covenants, indemnities, and agreements as RG makes or provides in connection with the Drag-Along Sale (except that in the case of representations, warranties, covenants, indemnities, and agreements pertaining specifically to RG, the Drag-Along Member shall make the comparable representations, warranties, covenants, indemnities, and agreements pertaining specifically to itself); provided, that all representations, warranties, covenants, and indemnities shall be made by RG and each Drag-Along Member severally and not jointly and any indemnification obligation shall be pro rata based on the consideration received by RG and each Drag-Along Member (other than any indemnification obligation pertaining specifically to RG or a Drag-Along Member, which obligation shall be the sole obligation of RG or Drag-Along Member), in each case in an amount not to exceed the aggregate proceeds received by RG and each such Drag-along Member in connection with the Drag-Along Sale.

(e) Each Member shall take all actions as may be reasonably necessary to consummate the Drag-Along Sale, including, without limitation, entering into agreements and delivering certificates and instruments, in each case, consistent with the agreements being entered into and the certificates being delivered by RG.

ARTICLE 9.
DURATION OF THE COMPANY

Section 9.1 Duration.

The Company shall continue until it is dissolved and its affairs wound up, which shall occur on the earlier of the happening of any of the following events:

(a) The receipt of both Manager Approval and Member Approval with respect to such dissolution and winding up.

(b) The death, incapacitation, retirement, resignation, expulsion, or bankruptcy of all of the Members or the occurrence of any event which terminates the continued membership of all of the Members in the Company.

(c) The occurrence of an event of dissolution as provided in Section 10A-5A-7.01 of the Act.

ARTICLE 10.
LIQUIDATION OF THE COMPANY

Section 10.1 General.

(a) Upon the dissolution of the Company, the Company shall be liquidated in an orderly manner in accordance with this Article 10 and the Act. The liquidation shall be conducted and supervised by the Managers or, if there are no Managers and no remaining Members, by the personal representative (or its nominee or designee) of the last remaining Member (the Managers or such other Person, as applicable, being referred to in this Article 10 as the "Liquidating Agent"). The Liquidating Agent shall have all of the rights, powers, and authority with respect to the assets and liabilities of the Company in connection with the

liquidation of the Company that the Members have with respect to the assets and liabilities of the Company during the term of the Company, and the Liquidating Agent is hereby expressly authorized and empowered to execute any and all documents necessary or desirable to effectuate the liquidation of the Company and the transfer of any assets of the Company. The Liquidating Agent shall have the right from time to time, by revocable powers of attorney, to delegate to one or more Persons any or all of such rights and powers and such authority and power to execute documents and, in connection therewith, to fix the reasonable compensation of each such Person, which compensation shall be charged as an expense of liquidation. The Liquidating Agent is also expressly authorized to distribute Company assets to the Members subject to liens.

(b) The Liquidating Agent shall liquidate the Company as promptly as shall be practicable after dissolution. Without limitation of the rights, powers, and authority of the Liquidating Agent as provided in this Article 10, the Liquidating Agent may, in its discretion, either distribute in kind or sell securities and other non-cash assets. Any securities or other non-cash assets which the Liquidating Agent may sell shall be sold at such prices and on such terms as the Liquidating Agent may, in its good faith judgment, deem appropriate.

Section 10.2 Final Allocations and Distributions.

Upon dissolution of the Company, the Company's liabilities to its creditors shall be paid, or provision for such payment as determined by the Liquidating Agent shall be made, prior to any other distributions to the Members. After paying such liabilities and providing for such reserves and after giving effect to all contributions, distributions and allocations for all periods, the Liquidating Agent shall cause the remaining net assets of the Company (and the remainder, if any, of the reserves established in accordance with the foregoing) to be distributed to and among the Members in accordance with Section 6.3(c).

ARTICLE 11.
POWER OF ATTORNEY

Section 11.1 General.

(a) Upon written Manager Approval, each Member irrevocably constitutes and appoints each Manager and the Liquidating Agent the true and lawful attorney-in-fact of such Member to execute, acknowledge, swear to and file any of the following:

(i) the Certificate of Formation and all other certificates and other instruments deemed advisable by Manager Approval to carry out the provisions of this Agreement and applicable law or to permit the Company to become or to continue as a limited liability company;

(ii) this Agreement and all instruments that the Managers acting by Manager Approval deem appropriate to reflect a change or amendment to or modification of this Agreement made in accordance with this Agreement;

(iii) all conveyances and other instruments or papers deemed advisable by Manager Approval or the Liquidating Agent to effect the dissolution and termination of the Company;

(iv) all fictitious or assumed name certificates required or permitted to be filed on behalf of the Company;

(v) all other certificates, instruments or papers that may be required or permitted by law to be filed on behalf of the Company and any amendment or modification of any certificate or other instrument referred to in this Section 11.1(a); and

(vi) any agreement, document, certificate or other instrument that any Member is required to execute and deliver hereunder or pursuant to applicable law that such Member has failed to execute and deliver within ten (10) days after written request from the Managers pursuant to Manager Approval.

(b) The foregoing power of attorney is (i) coupled with an interest, (ii) irrevocable and durable, (iii) shall not be terminated or otherwise affected by any act or deed of any Member (or by any other Person) or by operation of law, whether by the legal incapacity of a Member or by the occurrence of any other event or events, and (iv) shall survive the assignment by a Member of the whole or any part of such Member's Membership Interest, except that, where the assignee of the whole of such Member's Membership Interest is to be admitted as a Member, the power of attorney of the transferor shall survive such transfer for the sole purpose of enabling the applicable attorney-in-fact to execute, swear to, acknowledge and file any instrument necessary or appropriate to effect such admission.

(c) Each Member agrees to execute, upon five (5) days' prior written notice from the Managers acting by Manager Approval or any Liquidating Agent, as applicable, a confirmatory or special power of attorney containing the substantive provisions of this Article 11, which shall be in form satisfactory to the Persons or Person providing such notice.

ARTICLE 12.
DUTIES, EXCULPATION AND INDEMNIFICATION

Section 12.1 Duties of Manager, Tax Matters Person and Liquidating Agent.

Each Manager, Tax Matters Person and Liquidating Agent shall exercise in good faith such Person's judgment in carrying out such Person's functions and, otherwise, shall owe no duties (including fiduciary duties) to the Company or any Member in such capacity. The Members hereby agree that this Section 12.1 and the other provisions of this Agreement, to the extent that they restrict or eliminate duties of any Manager, Tax Matters Person or Liquidating Agent otherwise existing at law or in equity, modify such duties to such extent.

Section 12.2 Exculpation; Liability of Covered Persons.

(a) To the fullest extent permitted by law, none of the Managers, Tax Matters Persons, Liquidating Agents, or any other Persons who were, at the time of the act or omission in question, a Manager, Tax Matters Person or Liquidating Agent (each, a "Covered Person") shall have any liability to the Company or to any Member for any loss suffered by the Company that arises out of any action or inaction of such Covered Person if such Covered Person, in good faith, determined that such course of conduct was in, or not opposed to, the best interests of the

Company and such course of conduct did not constitute gross negligence, fraud, or willful misconduct of such Covered Person.

(b) No Covered Person shall have any personal liability for the repayment of the positive balance in the Capital Account of a Member. To the greatest extent permitted by applicable law, no Covered Person shall be liable to any Member by reason of any United States federal or other income tax laws or the interpretations thereof as they apply to the Company and such Member, or any changes thereto.

(c) The Members hereby agree that this Section 12.2 and the other provisions of this Agreement, to the extent that they restrict or eliminate liabilities of the Covered Persons otherwise existing at law or in equity, modify such liabilities to such extent.

Section 12.3 Indemnification of Covered Persons.

(a) To the maximum extent permitted by applicable law and subject to the other provisions of this Section 12.3, the Company shall indemnify and hold harmless Covered Persons, from and against any claim, loss, expense, liability, action or damage (including, without limitation, any action by a Member or assignee thereof against a Covered Person) due to, arising from or incurred by reason of any action, inaction or decision performed, taken, not taken or made by Covered Persons or any of them in connection with the activities and operations of the Company, or any subsidiary of the Company, as the case may be, provided (i) such action, inaction or decision is within the scope of the authority of such Covered Persons as provided herein, (ii) such Covered Person acted in good faith and in a manner such Covered Person reasonably believed to be in, or not opposed to, the best interests of the Company or any subsidiary of the Company, as the case may be, and (iii) with respect to any criminal proceeding, such Covered Person had no reasonable cause to believe the conduct of such Covered Person was unlawful. The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not, by itself, create a presumption that the Covered Person did not act in good faith and in a manner which the Covered Person reasonably believed to be in, or not opposed to, the best interest of the Company or any subsidiary of the Company, as the case may be, or that the Covered Person had reasonable cause to believe that such Covered Person's conduct was unlawful (unless there shall have been a final adjudication in the proceeding that the Covered Person did not act in good faith and in a manner which such Covered Person reasonably believed to be in, or not opposed to, the best interests of the Company or any subsidiary of the Company, as the case may be, or that the Covered Person did have reasonable cause to believe that such Covered Person's conduct was unlawful). Any Covered Person may consult with independent counsel selected by the Covered Person (which may be counsel for the Company or any Affiliate) and any opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by such Covered Person hereunder in good faith and in accordance with the opinion of such counsel. Any indemnification under this Section 12.3 shall include reasonable attorneys' fees incurred by Covered Persons in connection with the defense of any such action including, to the extent permitted by law, all such liabilities under United States federal and state securities acts. The reasonable expenses incurred by Covered Persons in connection with the defense of any such action shall be paid or reimbursed as incurred, upon receipt by the Company of an undertaking by such Covered Person to repay such expenses if it shall ultimately be determined

that such Covered Person is not entitled to be indemnified hereunder, which undertaking may be accepted without reference to the financial ability of such Covered Person to make repayment. Such indemnification shall only be made to the extent that such Persons are not otherwise reimbursed from insurance or other means. Such indemnification shall only be paid from the assets of the Company, and no Member shall have any personal liability on account thereof.

(b) Notwithstanding the provisions of Section 12.3(a), a Covered Person shall not be entitled to be indemnified or held harmless from and against any claim, loss, expense, liability, action or damage due to or arising from the Covered Person's gross negligence, fraud or willful misconduct.

(c) The provisions of this Section 12.3 shall be in addition to and not in limitation of any other rights of indemnification and reimbursement or limitations of liability to which a Covered Person may be entitled under the charter documents of any subsidiary of the Company or otherwise. The provisions of this Section 12.3 shall apply whether or not at the time of reimbursement the Covered Person entitled to reimbursement is then a Covered Person. Notwithstanding any repeal of this Section 12.3 or other amendment hereof, its provisions shall be binding upon the Company (subject only to the exceptions above set forth) as to any claim, loss, expense, liability, action or damage due to or arising out of matters which occur during or are referable to the period prior to any such repeal or amendment of this Section 12.3.

Section 12.4 Interested Transactions.

The Company may transact business and enter into and amend contracts, agreements and arrangements with one or more Covered Persons, or with any corporation, partnership, organization or other concern of or in which any one or more Covered Persons are directors, officers, stockholders, partners, members, trustees or otherwise interested. In the absence of fraud, (i) no such transaction, contract or arrangement shall be invalidated or in any way affected by the fact that such Covered Persons have or may have interests that are or might be adverse to the interest of the Company, even though the vote, consent or other action of such Covered Persons may have been necessary to obligate the Company under such transaction, contract or arrangement, and (ii) in the additional absence of any express agreement to the contrary, no such Covered Person shall be liable to the Company, any Member, any creditor of the Company or any other Person for any loss incurred by reason of any such transaction, contract or arrangement, nor shall such Covered Person be accountable for any gains or profits realized thereon.

ARTICLE 13.
MISCELLANEOUS PROVISIONS

Section 13.1 Books and Accounts; Confidentiality.

(a) Complete and accurate books and accounts shall be kept and maintained for the Company in accordance with generally accepted accounting principles, using such method of accounting as shall be determined by Manager Approval, and shall include separate accounts for each Member. Each Member, at such Member's own expense, shall at reasonable times and upon reasonable prior written notice to the Company have access to such copy of the

Agreement and of the Certificate of Formation and such books of account, but only to the extent such books of account reasonably relate to such Member's Membership Interest and not the Membership Interest of any other Member. The Members hereby acknowledge that, pursuant to Section 10A-1-3.32 and 3.33, Code of Alabama 1975, the rights of a Member to obtain information from the Company shall be limited to only those rights provided for in this Section 13.1(a) and that any other rights provided under Section 10A-1-3.32 and 3.33, Code of Alabama 1975 as amended, shall not be available to the Members or applicable to the Company.

(b) Within a period of time after the end of each Fiscal Year of the Company as determined by Manager Approval, the Company shall provide to each Member a Form K-1 for such Member with respect to such Fiscal Year.

(c) All funds received by the Company shall be deposited in the name of the Company in such account or accounts, all securities owned by the Company may be deposited with such custodians, and withdrawals therefrom shall be made upon such signature or signatures on behalf of the Company, as may be determined from time to time by Manager Approval.

(d) Each Member agrees to maintain the confidentiality of the Company's records and affairs, including the terms of this Agreement, agrees not to provide to any other Person (including any employee of the Company) copies of any financial statements, tax returns, or other records provided or made available to such Member, and agrees not to disclose to any other Person (including any employee of the Company) any information contained therein without Manager Approval; provided, that any Member may make disclosures and may provide financial statements, tax returns, and other records: (i) to such Member's accountants and legal counsel as long as such Member instructs such accountants and legal counsel to maintain the confidentiality thereof and not to disclose to any other Person (including any employee of the Company) any information contained therein, (ii) if, and to the extent, required by law, including judicial or administrative order (provided, that, to the extent feasible, the Company is given prior notice to enable it to seek a protective order or similar relief), and (iii) in order to enforce rights under this Agreement. Schedule A, as revised from time to time pursuant to the terms and subject to the conditions of this Agreement, shall be maintained by the Managers, and Members shall not be entitled to review or receive copies of such Schedule A unless permitted pursuant to Manager Approval.

(e) Notwithstanding the foregoing, nothing in this Agreement prohibits, or is intended in any manner to prohibit, a report of a possible violation of United States federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under whistleblower provisions of United States federal law or regulation. No Person subject to the restrictions set forth in this Article 13 shall require the prior authorization of anyone at the Company or the Company's legal counsel to make any such reports or disclosures, and no such Person is required to notify the Company that it has made such reports or disclosures. Additionally, nothing in this Agreement is intended to interfere with or restrain the immunity provided under 18 U.S.C. Section 1833(b) for confidential disclosures of trade secrets to government officials, or lawyers, solely for the purpose of reporting or investigating a suspected violation of law; or in a sealed filing in court or other proceeding.

Section 13.2 Survival of Rights and Remedies.

No failure or delay by any party in exercising any right or remedy hereunder shall operate as a waiver thereof, and a waiver of a particular right or remedy on one occasion shall not be deemed a waiver of any other right or remedy or a waiver on any subsequent occasion.

Section 13.3 Notices.

All notices, demands, solicitations of consent or approval, and other communications hereunder shall be in writing and shall be sufficiently given if personally delivered or sent by postage prepaid, registered or certified mail, return receipt requested, or by overnight courier, addressed as follows: if intended for the Company or the Managers in their capacity as such, to the Company's principal place of business determined pursuant to Section 2.3, and if intended for any Member to the address of such Member set forth on Schedule A or at such other address as any Member may designate by written notice. Notices shall be deemed to have been given when personally delivered, if mailed, on the earlier of (A) three (3) days after the date on which deposited in the mails, and (B) the date on which received, or if sent by overnight courier, on the date on which received; provided, that notices of a change of address shall not be deemed given until the actual receipt thereof. The provisions of this Section 13.3 shall not prohibit the giving of written notice in any other manner, including email; any written notice given in any other manner shall be deemed given only when actually received.

Section 13.4 Waivers; Amendments.

The operation or effect of any provision of this Agreement may only be waived, and this Agreement may only be amended, in accordance with this Section 13.4. The operation or effect of any provision of this Agreement may be waived, and this Agreement may be amended, upon receipt of Member Approval and the additional RG Manager approval required under Section 4.7; provided, that (A) this Agreement may be amended by Manager Approval, to the extent required to conform to actions properly taken by the Company, the Managers, or any of the Members in accordance with this Agreement, including, without limitation, amendments to Schedule A to reflect changes made pursuant to the terms of this Agreement, (B) except as otherwise set forth herein, no waiver or amendment pursuant to this Section 13.4 shall, without a Member's consent, (I) create personal liability for such Member or (II) require capital from such Member, and (C) any provision of this Agreement may be waived by the waiving party on such party's own behalf, without the consent of any other party.

Section 13.5 Applicable Law; Jurisdiction; Damages.

This Agreement shall be governed by, and construed in accordance with, the law of the State of Alabama without regard to principles of conflicts of law. Without derogation of the obligation to arbitrate, any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby shall be instituted exclusively in the state or federal courts sitting in or for Alabama, except that any judgment thereof or any arbitral award may be enforced in any court of competent jurisdiction. A Member or former Member who initiates an action or suit in violation of this Agreement shall be liable to the Company and its Managers and any Members who are defendant parties for all damages and expenses which such

defendant parties incur as a result, including, without limitation, reasonable fees and expenses of legal counsel and expert witnesses and court costs.

Section 13.6 WAIVER OF JURY TRIAL

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 13.7 Arbitration.

(a) Any dispute arising out of or related to this Agreement or the transactions contemplated by this Agreement shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association under its Commercial Rules.

(b) There shall be a single arbitrator.

(c) The place of the arbitration shall be Montgomery, Alabama, but hearings may be held by videoconference or in such other places as the Parties may agree or the arbitrator may order.

(d) The right and obligations to arbitrate under this Section 13.7 shall extend to any claim by or against a parent, subsidiary, affiliate, officer, director, agent, or employee of a Party.

(e) Except as necessary to confirm or vacate any award, the fact of the arbitration and any evidence therein shall be strictly confidential, unless otherwise known to the disclosing Party without obligation of confidentiality or in the public domain without fault of the disclosing Party.

(f) The prevailing Party or Parties shall be entitled to an award of all costs, expenses, and attorneys' fees reasonably incurred in the prosecution or defense of any claim.

Section 13.8 Legal Counsel.

The Company intends to engage Foley Hoag LLP ("Foley") and Edwin L. Yates or his substitute as selected by the Alabama Partner (collectively with Foley the "Company Counsel"), as legal counsel to the Company. Moreover, Company Counsel has previously represented or concurrently represents the interests of RG or the Alabama Partner and parties related thereto in connection with the preparation of this Agreement, related documents and other matters and may represent such Persons in the future. Each Member and the Company hereby waives any conflict of interest in connection with all such representation by Company Counsel and approves Company Counsel's representation of RG and the Alabama Partner in the preparation of this Agreement and related documents and acknowledges that (a) actual or potential conflicts of

interest may exist among the Members in connection with the preparation of such agreements, (b) whether or not Company Counsel has in the past represented or is currently representing a Member with respect to other matters, Company Counsel has not represented the interests of any Member, other than RG or the Alabama Partner, in the preparation and negotiation of such agreements, and (c) Company Counsel does not represent any Member, other than RG or the Alabama Partner, in its capacity as a Member in the absence of a clear and explicit written agreement to such effect between such Member and Company Counsel (and then, only to such extent as set forth in such agreement) and, in the absence of any such agreement, Company Counsel shall owe no duties directly to such Member in their capacity as a Member. In the event any dispute or controversy arises between one or more of the Members (other than RG or the Alabama Partner), on the one hand, and one or more of the Company, RG, the Alabama Partner, or any Affiliate of RG, on the other hand, then each such Member agrees that Company Counsel may represent one or more of RG, the Alabama Partner, such Affiliate or the Company (and, in the case of a dispute between the Company, on the one hand, and one or more of RG, the Alabama Partner, or any Affiliate of RG, on the other hand, Company Counsel may represent any or all of RG, the Alabama Partner, such Affiliate or the Company, as applicable) in any such dispute or controversy to the extent permitted by the Massachusetts and Alabama Rules of Professional Conduct or similar applicable rules in any other jurisdiction or other applicable laws and ethical rules governing the conduct of attorneys, and each Member hereby consents to such representation.

Section 13.9 Construction.

(a) The captions used herein are intended for convenience of reference only, and shall not modify or affect in any manner the meaning or interpretation of any of the provisions of this Agreement.

(b) As used herein, the singular shall include the plural, the masculine and feminine genders shall include the neuter, and the neuter gender shall include the masculine and feminine, unless the context otherwise requires.

(c) The words "hereof", "herein", and "hereunder", and words of similar import, when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(d) All references herein to Articles, Sections, or Schedules shall be deemed to refer to Articles and Sections of and Schedules to this Agreement, unless specified to the contrary.

(e) The word "including", and words of similar import, when used in this Agreement shall mean "including, but not limited to".

(f) With respect to provisions of this Agreement in which any Manager or any other Person is permitted or required to make a decision in such Manager or any such Person's "discretion" or "sole discretion" or under a grant of similar authority, such Manager or any such Person shall be entitled to consider only such interests and factors as such Manager or any such

Person desires, including such Manager or any such Person's own interests in addition to the interests of the Company.

Section 13.10 Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties hereto; provided, that this provision shall not be construed to permit any assignment or transfer which is otherwise prohibited hereby. THE PARTIES ACKNOWLEDGE THAT THE PRODUCTION, SALE, MANUFACTURE, POSSESSION AND USE OF CANNABIS IS ILLEGAL UNDER UNITED STATE FEDERAL LAW, INCLUDING ENTERING INTO A TRANSACTION WITH A COMPANY ENGAGING SUCH ACTIVITIES, AND THE PARTIES EXPRESSLY WAIVE ANY DEFENSE TO THE ENFORCEMENT OF THE TERMS AND CONDITIONS OF THIS AGREEMENT BASED UPON NON-CONFORMANCE WITH APPLICABLE LAW RELATING TO CANNABIS AND THE CANNABIS INDUSTRY.

Section 13.11 Severability.

If any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and all other applications thereof shall not in any way be affected or impaired thereby.

Section 13.12 Entire Agreement.

This Agreement sets forth the entire understanding among the parties relating to the subject matter hereof and supersedes any and all prior contracts or agreements with respect to such subject matter, whether oral or written. No promises, covenants or representations of any character or nature other than those expressly stated herein have been made to induce any party to enter into this Agreement.

[Remainder of page intentionally left blank.]

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

MEMBERS:

CLEARVIEW RANCH, LLC

By: _____
Name: J. Gregg Allen
Title: Manager

_____
Peter Gallagher

_____
Steve Reilly

[Signature Page to Compnay Agreement of Insa Alabama, LLC]

FH11112709.7

Schedule A – Schedule of Members

Company Agreement
of Insa Alabama, LLC

Name and Address of Member	Vested Percentage Interest	Capital Contribution	Date of Grant[1]
Clearview Ranch, LLC c/o Greg Allen 218 Commerce St. Montgomery, AL 36104	51%	$127,500	Effective Date
Peter Gallagher 34 Mountainview St. Springfield, MA 01108	24.5%	$61,250	Effective Date
Steve Reilly One Monarch Place, Suite 730 Springfield, MA 01144	24.5%	$61,250	Effective Date
Total of all Members:	100%		

[1] With respect to the Membership Interest represented by such Percentage Interest.

Date of latest revision of this Schedule A: The Effective Date

Schedule B

Company Agreement
of Insa Alabama, LLC

Capital Accounts; Allocations of Adjusted Taxable Profit and Adjusted Taxable Loss

1. Defined Terms. For purposes of this *Schedule B* and this Agreement, the following capitalized terms have the respective meanings ascribed to them:

"Adjusted Capital Account Balance" shall mean with respect to any Member, such Member's Capital Account balance maintained in accordance with this Agreement, as of the end of the relevant Fiscal Year or other allocation period, after giving effect to the following adjustments:

(a) increase such Capital Account by any amounts that such Member is obligated to restore pursuant to any provision of this Agreement, is treated as obligated to restore pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(c), or is deemed obligated to restore pursuant to the penultimate sentences of Treasury Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) decrease such Capital Account by the items described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4) through (d)(6).

The foregoing definition of Adjusted Capital Account Balance is intended to comply with the provisions of Treasury Regulation Sections 1.704-1(b)(2)(ii)(d) and 1.704-2 and shall be interpreted consistently therewith.

"Adjusted Taxable Profit" and *"Adjusted Taxable Loss"* mean, as to any transaction or Fiscal Year or other allocation period, the taxable income or loss of the Company for United States federal income tax purposes, and each item of income, gain, loss or deduction entering into the computation thereof, with the following adjustments:

(a) Any tax-exempt income or gain of the Company that is not otherwise taken into account in computing Adjusted Taxable Profit or Adjusted Taxable Loss shall be deemed to increase the amount of such taxable income or decrease the amount of such loss;

(b) Any expenditures of the Company described in Section 705(a)(2)(B) of the Internal Revenue Code (or treated as such) and not otherwise taken into account in computing Adjusted Taxable Profit or Adjusted Taxable Loss shall decrease the amount of such taxable income or increase the amount of such loss; and

(c) In the event the Gross Asset Value of any Company asset is adjusted, (i) the amount of such adjustment (including an adjustment resulting from a distribution of such asset but excluding an adjustment resulting from a contribution of such asset) shall be taken into account in the same manner as gain or loss from the disposition of such asset for purposes of computing Adjusted Taxable Profit or Adjusted Taxable Loss, (ii) gain or loss resulting from any disposition of such asset with respect to which gain or loss is recognized for United States

federal income tax purposes shall be computed by reference to the Gross Asset Value of such asset, and (iii) in lieu of the cost recovery or similar deductions taken into account with respect to any asset with a Gross Asset Value which differs from its adjusted basis under the Internal Revenue Code, such deductions shall be an amount equal to the Depreciation with respect to such asset.

"*Company Minimum Gain*" has the meaning set forth for "partnership minimum gain" in Treasury Regulation Sections 1.704-2(b)(2), (d), and (g).

"*Depreciation*" means, for each Fiscal Year of the Company or other period, an amount equal to the depreciation, depletion, amortization or other cost recovery deduction allowable under the Internal Revenue Code with respect to an asset for such Fiscal Year or other period; provided, however, that if the Gross Asset Value of an asset differs from its adjusted basis for United States federal income tax purposes at the beginning of such Fiscal Year or other period, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the United States federal income tax depreciation, amortization or other cost recovery deduction with respect to such asset for such Fiscal Year or other period bears to such beginning adjusted tax basis; and provided further that if the United States federal income tax depreciation, amortization or other cost recovery deduction for such Fiscal Year or other period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by Manager Approval.

"*Gross Asset Value*" means, with respect to any asset, such asset's adjusted basis for United States federal income tax purposes, except as follows:

(a) the Gross Asset Value of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by Manager Approval in accordance with the Internal Revenue Code, as of the following times: (i) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis capital contribution; (ii) the distribution by the Company to a Member of more than a de minimis amount of Company assets as consideration for an interest in the Company, including, without limitation, in connection with the withdrawal of a Member; (iii) the grant of an interest in the Company (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company by a new or existing Member acting in a Member capacity or in anticipation of becoming a Member; (iv) in connection with the issuance by the Company of a noncompensatory option (other than an option for a de minimis interest); and (v) the liquidation of the Company within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (i) through (iv) of this sentence shall not be made if the Managers, acting by Manager Approval, determine that such adjustments are not necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(b) the Gross Asset Value of any Company asset (other than cash) distributed in kind to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution, as determined by Manager Approval in accordance with the Internal Revenue Code;

(c) the initial Gross Asset Value of any asset contributed to the Company shall be adjusted to equal its gross fair market value at the time of its contribution, as determined by Manager Approval in accordance with the Internal Revenue Code; and

(d) the Gross Asset Value of Company assets shall otherwise be determined or adjusted, in the discretion of the Managers, acting by Manager Approval, as required or permitted for purposes of maintaining Capital Accounts under the Internal Revenue Code.

If the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraph (a), (c) or (d) above, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Adjusted Taxable Profit or Adjusted Taxable Loss and as otherwise required by Treasury Regulation Section 1.704-1(b)(2)(iv)(g).

"*Internal Revenue Code*" means the United States Internal Revenue Code of 1986, as amended from time to time, and any regulations, including temporary regulations, promulgated thereunder, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"*Member Nonrecourse Debt*" has the same meaning as the term "partner nonrecourse debt" set forth in Treasury Regulation Section 1.704-2(b)(4).

"*Member Nonrecourse Debt Minimum Gain*" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulation Section 1.704-2(i).

"*Nonrecourse Deductions*" shall have the meaning set forth in Treasury Regulation Sections 1.704-2(b)(1) and 1.704-2(c).

"*Nonrecourse Liability*" shall have the meaning set forth in Treasury Regulation Section 1.704-2(b)(3).

"*Partnership Tax Audit Rules*" means Sections 6221 through 6241 of the Internal Revenue Code, as amended by the Bipartisan Budget Act of 2015, together with any Treasury Regulations and guidance issued thereunder or successor provisions, and any similar provision of state or local tax laws, including any Treasury Regulations, guidance or provisions issued or enacted after the date hereof.

"*Treasury Regulations*" means the United States income tax regulations, including temporary regulations, promulgated under the Internal Revenue Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

2. Capital Accounts. A capital account shall be maintained for each Member (a "Capital Account") that shall be:

(a) increased by (i) any capital contributions made to the Company by such Member pursuant to this Agreement and (ii) any amounts in the nature of income or gain

allocated to the Capital Account of such Member pursuant to this *Schedule B* based on such Member's ownership of an interest in the Company;

(b) decreased by (i) the cash and fair market value of other property distributed to the Member and (ii) any amounts in the nature of loss or expense allocated to the Capital Account of such Member pursuant to this *Schedule B* based on such Member's ownership of an interest in the Company; and

(c) otherwise adjusted in accordance with this Agreement and for such other matters as the Managers, acting by Manager Approval, may reasonably determine appropriate, in all events in accordance with applicable provisions of the Internal Revenue Code.

3. General Allocations.

(a) General Application. The rules set forth below in this Section 3 of this *Schedule B* shall apply for the purposes of determining each Member's allocable share of the items of income, gain, loss or expense of the Company comprising Adjusted Taxable Profit or Adjusted Taxable Loss for each Fiscal Year or other period, determining special allocations of other items of income, gain, loss and expense, and adjusting the balance of each Member's Capital Account to reflect these general and special allocations. For each Fiscal Year or other period, any required special allocations in Section 4 of this *Schedule B* shall be made immediately prior to the general allocations of Section 3(b) of this *Schedule B*.

(b) General Allocations. The items of income, gain, loss, and expense comprising Adjusted Taxable Profit or Adjusted Taxable Loss for a Fiscal Year or other period shall be allocated among the Members during such Fiscal Year or other period in a manner that will, as nearly as possible, cause the Capital Account balance of each Member at the end of such Fiscal Year or other period to equal:

(i) the amount of the hypothetical distribution (if any) that such Member would receive if, on the last day of the Fiscal Year or other period, (A) all Company assets, including cash, were sold for cash equal to their Gross Asset Values, as determined by Manager Approval, taking into account any adjustments thereto for such Fiscal Year or other period, (B) all Company liabilities were satisfied in cash according to their terms (limited, with respect to each Nonrecourse Liability, to the Gross Asset Value, as determined by Manager Approval, of the assets securing such liability), and (C) the net proceeds thereof (after satisfaction of such liabilities) were distributed in full in accordance with Section 10.2, minus

(ii) the sum of (A) the amount, if any, which such Member is obligated (or deemed obligated) to restore to such Member's Capital Account, (B) such Member's share of the Company Minimum Gain determined pursuant to Treasury Regulations Section 1.704-2(g), and (C) such Member's share of Member Nonrecourse Debt Minimum Gain determined pursuant to Treasury Regulations Section 1.704-2(i)(5), all computed immediately prior to the hypothetical sale described in Section 3(b)(i) of this *Schedule B*.

(c) The Managers, acting by Manager Approval, may modify the allocations otherwise provided for in this Section 3 of this *Schedule B* or offset prior allocations provided for in Section 4 of this *Schedule B*, including by specially allocating items of gross income, gain,

deduction, loss or expense among the Members, so that such modifications or offsets will cause the Capital Accounts of the Members to reflect more closely the Members' relative economic interests in the Company as set forth in this Agreement.

(d) Except as required by the Act or this Agreement, no Member shall be obligated to the Company, to any other Member, or to any third party to restore or repay any deficit in its Capital Account.

4. **Special Allocations.** The following special allocations shall be made in the following order:

(a) *Minimum Gain Chargeback.* In the event that there is a net decrease during a Fiscal Year or other period in either Company Minimum Gain or Member Nonrecourse Debt Minimum Gain, then notwithstanding any other provision of this *Schedule B*, each Member shall receive such special allocations of items of Company income and gain for such Fiscal Year or other period (and, if necessary, subsequent Fiscal Years or other periods) as are required in order to conform to Treasury Regulation Section 1.704-2. The items to be so allocated shall be determined in accordance with Treasury Regulation Section 1.704-2.

(b) *Qualified Income Offset.* Subject to Section 4(a) of this *Schedule B*, but notwithstanding any provision of this *Schedule B* to the contrary, items of income and gain shall be specially allocated to the Members in a manner that complies with the "qualified income offset" requirement of Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(3).

(c) *Deductions Attributable to Member Nonrecourse Debt.* Any item of Company loss or expense that is attributable to Member Nonrecourse Debt shall be specially allocated to the Members in the manner in which they share the economic risk of loss (as defined in Treasury Regulation Section 1.752-2) for such Member Nonrecourse Debt.

(d) *Allocation of Nonrecourse Deductions.* Each Nonrecourse Deduction of the Company shall be allocated among the Members in accordance with the partners' interests in the partnership within the meaning of Treasury Regulation Sections 1.704-2(b)(1) and 1.704-1(b)(3).

(e) *Loss Limitation.* Adjusted Taxable Losses allocated to a Member pursuant to this *Schedule B* shall not exceed the maximum amount of Adjusted Taxable Losses that can be allocated to such Member without causing such Member to have a negative Adjusted Capital Account Balance at the end of any Fiscal Year or other allocation period in which any other Member does not have a negative Adjusted Capital Account Balance.

(f) The allocations set forth in Section 4(a) through Section 4(e) of this *Schedule B* are intended to comply with Treasury Regulation Sections 1.704-1(b) and 1.704-2 and shall be interpreted consistently with this intention. Any terms used in such provisions that are not specifically defined in this Agreement shall have the meaning, if any, given such terms in such Treasury Regulations.

(g) If during any Fiscal Year of the Company there is a change in any Member's interest in the Company, allocations of income or loss for such Fiscal Year shall take

into account the varying interests of the Members in the Company in a manner consistent with the requirements of Section 706 of the Internal Revenue Code.

5. Tax Allocations.

(a) *Section 704(b) Allocations.* Subject to Section 5(b) and Section 5(c) of this *Schedule B*, each item of income, gain, loss, or deduction for United States federal income tax purposes that corresponds to an item of income, gain, loss or expense that is either taken into account in computing Adjusted Taxable Profit or Adjusted Taxable Loss or is specially allocated pursuant to Section 4 of this *Schedule B* (a "Book Item") shall be allocated among the Members in the same proportion as the corresponding Book Item is allocated among them pursuant to Section 3 or Section 4 of this *Schedule B*.

(b) *Section 704(c) Allocations.* In the event any property of the Company is credited to the Capital Account of a Member at a value other than its tax basis, then allocations of taxable income, gain, loss deduction and credit with respect to such property shall be made, solely for tax purposes, in a manner which compliance with the requirements of Sections 704(b) and 704(c) of the Internal Revenue Code, as determined by Manager Approval. Such allocations also shall be made by the Company to any former Member to the extent applicable, as determined by Manager Approval. The allocation to a Member of items of taxable income, gain, loss, deduction and credit of the Company also shall be adjusted to reflect any election under Section 754 of the Internal Revenue Code.

(c) *Capital Accounts.* The tax allocations made pursuant to this Section 5 of this *Schedule B* shall be solely for tax purposes and shall not affect any Member's Capital Account or share of non-tax allocations or distributions under this Agreement.

6. Tax Matters Person; Tax Audits.

(a) The Managers, by Manager Approval, will designate one Manager that is a Member to be the "tax matters partner" of the Company within the meaning of Section 6231(a)(7) of the Internal Revenue Code, as in effect prior to the effective date of the Partnership Tax Audit Rules (or any similar provision of state or local tax law), to the extent such role as "tax matters partner" remains relevant with respect to state or local taxes. The Managers, by Manager Approval, will designate one Manager (who may or may not be a Member) to be the "partnership representative" of the Company within the meaning of Section 6223 of the Internal Revenue Code (or any successor provision or similar provision of state or local tax law). The designated "tax matters partner" or "partnership representative," as applicable, is referred to herein as the "Tax Matters Person." If the Tax Matters Person is not a natural person, the Tax Matters Person shall act through a "designated individual" who is an eligible individual duly serving at the direction of and appointed by the Tax Matters Person pursuant to (or in the manner described in) Treasury Regulations promulgated under Section 6223 of the Code (or any successor provision or similar provision of state or local tax law). Each Member hereby consents to any such designations of the Tax Matters Person and agrees that, upon the request of the Tax Matters Person, such Member shall execute, certify, acknowledge, deliver, swear to, file and record at the appropriate public offices such documents as may be necessary or appropriate to evidence such consent. The Tax Matters Person as of the Effective Date is Peter Gallagher.

(b) The Tax Matters Person shall have the right and obligation to take all actions authorized or required, respectively, by applicable law for a "tax matters partner" or "partnership representative," as applicable, but subject to the restrictions and limitations set forth in this Agreement. Without limiting the generality of the foregoing, the Tax Matters Person shall have the sole discretion to determine all matters, and shall be authorized to take any actions necessary, with respect to any audit, examination or investigation of the Company by any taxing authority (including any judicial or administrative proceeding related thereto), and whether to cause the Company to make any available election under the Partnership Tax Audit Rules with respect to any audit or other examination of the Company relating to taxes.

(c) Each Member shall promptly upon request furnish to the Tax Matters Person any information that the Tax Matters Person may reasonably request in connection with (i) the preparation or filing of any tax returns of the Company, (ii) any tax election of the Company (and the Company's and Member's compliance with any such election), or (iii) any audit, examination or investigation of the Company by any taxing authority (including any judicial or administrative proceeding related thereto). No Member shall, without the consent of the Tax Matters Person, (A) file a request for administrative adjustment of Company items, (B) file a petition with respect to any Company item or other tax matters involving the Company, or (C) enter into a settlement agreement with any taxing authority with respect to any Company items.

(d) Without limiting the foregoing, at the request of the Tax Matters Person in connection with an adjustment of any item of income, gain, loss, deduction or credit of the Company or any partnership in which the Company invests, directly or indirectly, each Member shall promptly file one or more amended returns in the manner contemplated by Section 6225(c) of the Internal Revenue Code (or any successor provision or similar provision of state or local tax law) and pay any tax due with respect to such returns or, if so requested by the Tax Matters Person, comply with the procedures described in Section 6225(c)(2)(B) of the Internal Revenue Code (or successor provision thereto), which procedures avoid the need for the filing of amended tax returns by the Members. If the Tax Matters Person causes the Company to make an election pursuant to Section 6226 of the Internal Revenue Code (or any successor provision or similar provision of state or local tax law) with respect to an "imputed underpayment," each Member shall comply with the applicable requirements under the Internal Revenue Code and applicable Treasury Regulations (or any similar provision of state or local tax law). At the request of the Tax Matters Person, each Member shall provide the Tax Matters Person and the Company with any information available to such Member and with such representations, certificates or forms relating to such Member (or its direct or indirect owners or account holders) and any other documentation, in each case, that the Tax Matters Person determines, in its sole discretion, are necessary to make an election under Section 6221(b)(1) of the Internal Revenue Code (or any successor provision or similar provision of state or local tax law), to modify an "imputed underpayment" under Section 6225(c) of the Internal Revenue Code (or any successor provision or similar provision of state or local tax law), or to take any other actions or make any elections allowed to be taken or made under the Partnership Tax Audit Rules. Notwithstanding anything to the contrary in this Agreement, any information, representations, certificates, forms or documentation so provided may be disclosed to any applicable taxing authority.

(e) In the event that the Company is responsible for the payment of any "imputed underpayment" in respect of an administrative adjustment pursuant to Section 6225(a) of the

Internal Revenue Code (or any successor provision or similar provision of state or local tax law), the Tax Matters Person shall determine the treatment of, including the relative obligations of the Members with respect to any amounts paid by the Company to any taxing authority with respect to, such "imputed underpayment," and each Member hereby agrees to satisfy in full such obligations as so determined.

(f) The Tax Matters Person shall have the right to retain professional assistance in respect of any audit of the Company (including any judicial or administrative proceeding related thereto), and all out-of-pocket expenses and fees incurred by the Tax Matters Person on behalf of the Company as Tax Matters Person shall be reimbursed by the Company

(g) The provisions of, and each Member's obligations to comply with, the requirements of Section 6 of this *Schedule B* shall survive the Member's ceasing to be a Member of the Company and the winding up, liquidation and dissolution of the Company, and any reference to "Member" in Section 6 of this *Schedule B* refers to a "current or former Member."

7. Tax Elections and Other Tax Decisions. Subject to the provisions of this *Schedule B*, the Managers, acting by Manager Approval, shall have the authority to make any tax elections and other tax decisions with respect to the Company, to approve any returns regarding any foreign, federal, state or local tax obligations of the Company, and to make all determinations regarding the allocations contemplated by *Schedule B*.

8. Tax Consequences. The Members are aware of the income tax consequences of the allocations made by this *Schedule B* and hereby agree to be bound by the provisions of this *Schedule B* and this Agreement in reporting their shares of the Company's income and loss for income tax purposes.

FH11112709.7

Exhibit 12 – 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.

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	3/1/23
Signature of Verifying Individual	**Verification Date**

Table of Contents

Summary

12.1 – As applicable, certified copies of the Applicant's business license.

Montgomery

A business license for Insa Alabama, LLC (the "Applicant") has been issued by the City of Montgomery as license number 202300000639 for Applicant's site at 6030 Perimeter Parkway, Montgomery, **see attached business license (identified as "City of Montgomery Business License- Attachment to Exhibit 12, Section 12.1").** Applicant has also obtained letters of support for Montgomery, **see attached letters of support (identified as "Letters of Support- Attachment to 12, Section 12.1").**

Mobile

On December 20, 2022, Edwin Yates, attorney for Applicant, spoke with the Business License Granting Authority in Mobile, the Mobile Revenue Department, regarding the issuance of a business license for Applicant. The Mobile Revenue Department advised that after talking with the State Cannabis Commission, it can deny a local business license at this time. However, the Mobile Revenue Department would not send a letter or email confirming such, **see attached email from Attorney Edwin Yates (identified as "Email from Attorney Edwin Yates- Attachment to Exhibit 12, Section 12.1") and Affidavit of Attorney Edwin Yates (identified as "Affidavit of Attorney Edwin Yates- Attachment to Exhibit 12, Section 12.1")**

Opelika

Attorney Edwin L. Yates contacted the license department for the City of Opelika regarding a business license for a cannabis dispensary site, **see attached Affidavit of Attorney Edwin Yates (identified as "Affidavit of Attorney Edwin Yates- Attachment to Exhibit 12,**

Section 12.1"). Applicant received a response from Lillie Finley with the City of Opelika stating "We can only issue a business license once the state has issued the permit…", **see attached Opelika business license email (identified as "Opelika Business License Email- Attachment to Exhibit 12, Section 12.1")** Applicant has also obtained a letter of support for Opelika, **see attached letters of support (identified as "Letters of Support- Attachment to Exhibit 12, Section 12.1").**

Dothan

An application was submitted to the City of Dothan to obtain a business license, **see attached Application for Dothan Business License (identified as "Dothan Application for Business License- Attachment to Exhibit 12, Section 12.1")**. After submitting the application, Applicant received an email from Garry Shirah, Senior Revenue Officer for the City of Dothan, advising that the City of Dothan cannot move forward with the application until all documentation has been submitted showing Insa Alabama LLC has received the necessary approvals from the State of Alabama to operate a dispensary, **see attached email from Gary Shirrah (identified as "Email from Gary Shirrah- Attachment to Exhibit 12, Section 12.1") and Affidavit of Attorney Edwin Yates (identified as "Affidavit of Attorney Edwin Yates- Attachment to Exhibit 12, Section 12.1")**

Birmingham

On December 20, 2022, Edwin Yates, attorney for Insa Alabama LLC, spoke with the Business License Granting Authority in Birmingham, the Revenue Department for the City of Birmingham, about obtaining a business license for a cannabis dispensary. The Revenue Department advised that the City of Birmingham would not be issuing licenses for cannabis dispensaries until July 2023 and referred all further inquiries to Travis Brooks for confirmation of such and an inquiry was made to Mr. Brooks, **see attached email from Attorney Edwin Yates to Travis Brooks (identified as "Email from Attorney Edwin Yates to Travis Brooks- Attachment to Exhibit 12, Section 12.1").** Attorney Edwin L. Yates spoke with Travis Brooks on December 21 and verbally confirmed business licenses for cannabis dispensaries would not be issued until July 2023, **see Affidavit of Attorney Edwin Yates (identified as "Affidavit of Attorney Edwin Yates- Attachment to Exhibit 12, Section 12.1")**. To date, no response has been received.

<u>12.2 – As applicable, resolution(s) or ordinance(s) by local jurisdiction(s) (County or Municipality, as appropriate) approving the Applicant's business presence in each applicable local jurisdiction</u>

Facility 1: Montgomery Cultivation Facility

Insa Alabama, LLC (the "Applicant") is locating its Cultivation Facility at 6030 Perimeter Parkway, Montgomery, AL. This site is zoned as an M-1 (light Industry) Residential Zoning District allowing the cultivation of medical cannabis by right. **See attached Montgomery Zoning Letter (identified as "Montgomery Zoning Letter for Cannabis Cultivation and Processing Operations at the Montgomery Site- Attachment to Exhibit 12, Section 12.2")**, from the City of Montgomery evidencing zoning compliance for an Integrated Facility at 6030 Perimeter Parkway, Montgomery, AL. The proposed Cultivation Facility is located 1,000 feet from schools, daycares, and childcare facilities, **see attached Radius Maps (identified as "1,000 Foot Radius Maps- Attachment to Exhibit 12, Section 12.2")**

Facility 2: Montgomery Processing Facility

Applicant is locating its Processing Facility at 6030 Perimeter Parkway, Montgomery, AL. This site is zoned as an M-1 (light Industry) Residential Zoning District allowing the processing of medical cannabis by right. **See attached Montgomery Zoning Letter (identified as "Montgomery Zoning Letter for Cannabis Cultivation and Processing Operations at the Montgomery Site- Attachment to Exhibit 12, Section 12.2")**, from the City of Montgomery evidencing zoning compliance for an Integrated Facility at 6030 Perimeter Parkway, Montgomery, AL. The proposed Processing Facility is located 1,000 feet from schools, daycares, and childcare facilities, **see attached Radius Maps (identified as "1,000 Foot Radius Maps- Attachment to Exhibit 12, Section 12.2")**

Facility 3: Montgomery Dispensing Site

Applicant is locating a Dispensing Site at 6030 Perimeter Parkway, Montgomery, AL. This site is zoned as an M-1 (light Industry) Residential Zoning District allowing the dispensing of medical cannabis by right. **See attached Montgomery Zoning Letter (identified as "Montgomery Zoning Letter for Cannabis Cultivation and Processing Operations at the Montgomery Site- Attachment to Exhibit 12, Section 12.2")**, from the City of Montgomery evidencing zoning compliance for an Integrated Facility at 6030

Perimeter Parkway, Montgomery, AL, and **see attached Montgomery Ordinance (identified as "Montgomery Ordinance No. 63-2021 Approving Cannabis Dispensary Operations- Attachment to Exhibit 12, Section 12.2")** The proposed Dispensing Site is located 1,000 feet from schools, daycares, and childcare facilities, **see attached Radius Maps (identified as "1,000 Foot Radius Maps- Attachment to Exhibit 12, Section 12.2")**

Facility 4: Dothan Dispensing Site

Applicant is locating a Dispensing Site at 4630 Montgomery Highway, Dothan, AL. This site is zoned B-2 (Highway Commercial) allowing the dispensing of medical cannabis by right. **See attached Dothan Zoning Letter (identified as "Dothan Zoning Letter authorizing Cannabis Dispensary Operations at the Dothan Site- Attachment to Exhibit 12, Section 12.2")**, from the City of Dothan evidencing zoning compliance for a Dispensing Site at 4630 Montgomery Highway, Dothan, AL, and **see attached Dothan Ordinance (identified as "Dothan Ordinance No. 2022-290 Authorizing the Operation of Medical Cannabis Dispensing Sites- Attachment to Exhibit 12, Section 12.2")** The proposed Dispensing Site is located 1,000 feet from schools, daycares, and child care facilities, **see attached Radius Maps (identified as "1,000 Foot Radius Maps- Attachment to Exhibit 12, Section 12.2").**

Facility 5: Opelika Dispensing Site

Applicant is locating a Dispensing Site at 2002/2004 Marvyn Parkway, Opelika, AL. This site is zoned C-3 (General Commercial) with a GC-P (Gateway Corridor- Primary) overlay. Medical dispensaries are an approved conditional use in all commercial and industrial zoning districts including the foregoing. **See attached Opelika Zoning Letter (identified as "Opelika Zoning Letter for Cannabis Dispensary Operations at the Opelika Site- Attachment to Exhibit 12, Section 12.2")**, from the City of Opelika evidencing zoning compliance for a Dispensing Site at 2002/2004 Marvyn Parkway, Opelika, AL, and **see attached Opelika Ordinance (identified as "Opelika Ordinance No. 028-22 Authorizing the Operation of Medical Cannabis Dispensing Sites- Attachment to Exhibit 12, Section 12.2"**). The proposed Dispensing Site is located 1,000 feet from schools, daycares, and childcare facilities, **see attached Radius Maps (identified as "1,000 Foot Radius Maps- Attachment to Exhibit 12, Section 12.2")**

Facility 6: Birmingham Dispensing Site

Applicant is locating a Dispensing Site at 714 29th Street, Birmingham, AL. This site is zoned B-2 (General Business) where medical dispensaries are a permitted use with conditions. **See attached Birmingham Zoning Letter (identified as "Birmingham Zoning Letter for Cannabis Dispensary Operations at the Birmingham Site- Attachment to Exhibit 12, Section 12.2")**, from the City of Birmingham evidencing zoning compliance for a Dispensing Site at 714 29th Street, Birmingham, AL, and **see attached Birmingham Ordinance (identified as "Birmingham Ordinance No. 22-142 Authorizing the Operation of Medical Cannabis Dispensaries- Attachment to Exhibit 12, Section 12.2").** The proposed Dispensing Site is located 1,000 feet from schools, daycares, and childcare facilities, **see attached Radius Maps (identified as "1,000 Foot Radius Maps- Attachment to Exhibit 12, Section 12.2")**

Facility 7: Mobile Dispensing Site

Applicant is locating a Dispensing Site at 7900 Airport Blvd., Mobile, AL. This site is zoned B-3 (Community Business) where medical dispensaries are a permitted use by right. **See attached Mobile Zoning Letter (identified as "Mobile Zoning Letter for Cannabis Dispensary Operations at the Mobile Site- Attachment to Exhibit 12, Section 12.2")**, from the City of Mobile evidencing zoning compliance for a Dispensing Site at 7900 Airport Blvd., Mobile, AL, and **see attached Mobile Ordinance (identified as "Mobile Ordinance No. 2022-01-062 Authorizing the Operation of Medical Cannabis Dispensing Sites- Attachment to Exhibit 12, Section 12.2"**). The proposed Dispensing Site is located 1,000 feet from schools, daycares, and childcare facilities, **see attached Radius Maps (identified as "1,000 Foot Radius Maps- Attachment to Exhibit 12, Section 12.2")**

License Type: Integrated Facility

THIS LICENSE EXPIRES

December 31st

PLEASE RENEW BY FEBRUARY 1ST OF THE FOLLOWING YEAR

CITY OF MONTGOMERY

MONTGOMERY, ALABAMA

20 22

BUSINESS LICENSE

No. 202300000639

City of Montgomery Business License- Attachment to Exhibit 12, Section 12.1

LICENSE VALID ONLY AT LOCATION INDICATED NON TRANSFERABLE

MAILING NAME AND ADDRESS	LOCAL TRADE NAME AND PHYSICAL LOCATION
INSA ALABAMA LLC 218 COMMERCE ST MONTGOMERY, AL 36104-2540	INSA ALABAMA LLC 6030 PERIMETER PKWY MONTGOMERY, AL 36116-5169

THE FIRM, CORPORATION, ORGANIZATION, BUSINESS OR PERSON, WHOSE NAME APPEARS ABOVE HAS PAID THE REQUIRED LICENSE FEE AND IS AUTHORIZED TO ENGAGE IN BUSINESS IN MONTGOMERY, ALABAMA AS INDICATED BELOW.

CODE	ACCOUNT NUMBER	LICENSE NUMBER	RECEIPT NUMBER	TYPE OF LICENSE
	041709-BUS	202300000639		

551100	BUSINESS OFFICE ONLY
000000	DISPENSING OF CANNABIS NOT PERMITTED
000000	FARMING/PLANTING OF CANNABIS NOT PERMITTED
000000	TRANSPORTATION/STORAGE OF CANNABIS NOT INCLUDED

DATE ISSUED

12/13/2022

MONTGOMERY, ALABAMA

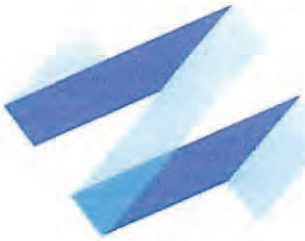
MUST BE POSTED IN AREA ACCESSIBLE TO PUBLIC

Betty P. Beville

Betty P. Beville
Director of Finance

NOTICE
License issued subject to compliance with all pertinent city codes.

Letters of Support- Attachment to 12, Section 12.1



INDEPENDENT
RIGHTS & RESOURCES

EMPOWERING PEOPLE WITH DISABILITIES

http: www.independentrandr.org
345 Molton Street • Montgomery, AL 36104
Office (334) 240-2520 • email: kent.crenshaw@independentrandr.org
(334) 240-2520 (TDD)
(Formerly Montgomery Center for Independent Living)

October 19, 2022

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

Dear Chairman McMillian:

My name is Kent Crenshaw. I am the Executive Director of Independent Rights and Resources which is an agency established to serve and empower persons with disabilities, which in many cases suffer from chronic pain, depression and other illnesses which may benefit from medical cannabis usage. We currently serve 18 counties and over 1 million Alabamians in our service area, we are located at 345 Molton Street in Montgomery, Alabama. Independent Rights and Resources promotes a philosophy of living independently and for persons with a disability to empower themselves to have the best quality of life achievable. This movement epitomizes a group of people working for equal opportunities, self-respect and the right to exercise individual self-determination. Independent Rights and Resources will continue to be a pivotal voice in the community for personas who have a disability or have suffered debilitating injuries.

I first met Jere Beasley and Greg Allen when I was severely injured in a car crash which resulted in me being paralyzed. Prior to the accident I was an exceptional basketball player at Auburn University in Montgomery and was a very outgoing young man. Since the crash my life has been severely altered and with my new reality I have since dedicated myself to the improvement of the lives of persons with disabilities to improve their independence.

It is my pleasure to write this letter in support of and on behalf of Insa of Alabama, L.L.C. who is applying for a license to operate a cannabis facility in Montgomery, Alabama. I have met with representatives of Insa and discussed their background, experience and plans for their operations in Montgomery, which include outreach and education to the consumer population we serve in the central Alabama area and their plans to contribute to research on

effective treatments for various diseases which affect our consumers. As an experienced and highly successful operator in Massachusetts, Connecticut and Georgia, I know that their team has the necessary knowledge, business acumen and industry experience to efficiently operate a cannabis facility to provide Alabama consumers with safe and effective medical cannabis products.

Having personally known Mr. Beasley and Mr. Allen, I know that Insa of Alabama, L.L.C. will be operated in a manner that is conducive to the benefit of the people of Alabama and not just for profits.

We deeply appreciate Insa's commitment to working in service of the health and wellness of underserved consumers suffering from spinal cord injuries in Alabama. Many of our consumers have conditions that are not successfully treated by conventional medical applications. Any potential additional medical treatment that is safe and effective for our consumers will be beneficial and much needed. We look forward to our partnership with Insa, who will help further our mission and produce positive outcomes for consumers. As a part of a memorandum of understanding between Independent Rights and Resources, Insa has agreed to partner with and fund the development and implementation of programs that will study the use of medical cannabis with spinal cord patients and others with similar disabilities.

I fully endorse Insa's application, and it is my hope that they will be granted a license. Should the Commission have any questions, please feel free to contact me at kent.crenshaw@independentrandr.org or (334) 546-4732.

Very truly yours,

KENT CRENSHAW
Executive Director
Independent Rights and Resources
345 Moulton Street
Montgomery, AL 36104

Neurology Consultants of Montgomery, P.C.
1722 Pine Street / Suite 700 Montgomery, Alabama 36106-1149
(334) 834-1300 Fax (334) 834-8347
Website: www.ncmmgm.com

P. Caudill Miller, M.D.
Diplomate American Board of Psychiatry & Neurology

Sara S. Shashy, M.D.
Diplomate American Board of Internal Medicine

Larry W. Epperson, M.D.
Diplomate American Board of Psychiatry & Neurology

Jessica E. McLemore, M.D.
Diplomate American Board of Psychiatry & Neurology

October 21, 2022

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

Dear Chairman McMillian:

It is my pleasure to write this letter in support on behalf of Insa of Alabama, L.L.C. who is applying for a license to operate a cannabis facility in Montgomery, Alabama with dispensaries in central and north Alabama. I have practiced medicine in Montgomery, Alabama, specializing in neurology for 34 years. I attach my curriculum vitae to this letter.

I have discussed with Greg Allen the proposed plans for their medical cannabis operations in Alabama, which includes partnering of Clearview Ranch, L.L.C. with Insa to form Insa of Alabama, Inc. I believe it is important that we understand better the efficacy of medical cannabis going forward. I have agreed to consult with Insa Alabama, Inc. as a medical consultant to hopefully improve the efficacy of medical cannabis when other therapies fail. I do see in my practice chronic pain which is in need of treatment. If cannabis is proved to be an alternative to other more addictive prescriptions that would be very good for the general public. I look forward to working with Insa of Alabama, L.L.C. to help further the mission to produce positive outcomes for patients. As part of our memorandum of understanding with Insa, Insa has agreed to partner with and fund the development and implementation of programs for the study of disease and the effectiveness of medical cannabis treatment for various diseases. Hopefully these studies will help to refine the need for medical cannabis. I am acting as a consultant and not an investor. My goal is to help Alabamians to improve their health and improve the use of medical cannabis in the State of Alabama.

I endorse the application and it is my hope that they will be granted a license. Should the Commission have any questions, please feel free to contact me at caudillmillermd@gmail.com or (334) 224-1505.

Very truly yours,

DR. CAUDILL MILLER
Neurology Consultants of Montgomery
1722 Pine Street, Suite 700
Montgomery, AL 36106

Enclosure

CURRICULUM VITAE

NAME: Paul Caudill Miller, MD

OCCUPATION: Neurologist: Neurology Consultants of Montgomery, PC
1722 Pine Street Suite 700
Montgomery, Alabama 36106
Fax: (334) 834-8347
E-mail: caudill@ncmmgm.com
Phone: 334-834-1300, cell 334-224-1505
Website-ncmmgm.com

Electrodiagnostic Consultants of Nashville, PLLC
3326 Aspen Grove Drive, Suite 502
Franklin, TN 37067
Phone: 615-684-4770 fax 615-771-3708
Email: caudillmillermd@gmail.com

DATE OF BIRTH: February 13, 1957

PLACE OF BIRTH: Memphis, Tennessee

CHILDREN: Joseph Hardy Miller – Born May 29, 1983
Paul Caudill Miller, Jr. – Born June 07, 1985
Rachel Becton Miller – Born September 16, 1986
Anastasiya Miller- Bone November 4, 2000

FATHER: Joseph Hardy Miller, M.D. -deceased
Medical College of Georgia – 1955
Neurosurgeon
The Neurosurgical Group, Memphis, Tennessee
Associate Professor of Neurosurgery
The University of Tennessee Center for the Health Sciences, Memphis, Tennessee – Retired

MOTHER: Netta Sue McKnight-deceased
Teacher – Georgia Public Schools (1950 – 1955)
Real Estate Broker, Vilas, NC

BROTHERS: Joseph Hardy Miller – Deceased, age 17.
David Dwight Miller – Deceased, age 44.

CHILDREN: Joseph Hardy Miller,MD- Neurosurgeon, Chattanooga, TN
Paul Caudill Miller,Jr- Masters in Advertising, Atlanta, GA
Rachel Weizenecker- teacher
Anastasiya Miller- Junior at the University of Alabama

Page 2
Curriculum Vitae
Paul Caudill Miller

SISTERS: Leta Fern Bickers – B.S. in Nursing- retired
Netta Sue Hill – B.S. in Nursing- retired, teacher
Angelique Amie Tyler

GRANDPARENTS: Dr. and Mrs. Joseph H. Miller, Sr.
(Dr. Miller – deceased 1977)
President Truett-McConnel College – 15 years
Minister – Chaplain of Shelby County Penal Farm

Dr. and Mrs. R. Paul Caudill – Deceased
Pastor – First Baptist Church of Memphis, 31 years

EDUCATION: Memphis, Tennessee

Kindergarten	Evergreen Presbyterian	1962-1963
Grades 1 – 6	Snowden Elementary School	1963-1969
Grades 7 – 9	Snowden Junior High School	1969-1972
Grades 10 – 11	Central High School	1972-1974
Grade 12	Briarcrest High School	1974-1975

Birmingham, Alabama

Undergraduate – Samford University	1975-1979
Graduate – University of Alabama School of Medicine	1980-1984
Internship/Residency – University of Alabama School of Medicine	1984-1988
Private practice – Neurology Consultants of Montgomery, PC	Since 02-1988

ACTIVITIES: <u>1970-1971 (Grade 8) Snowden Junior High School</u>
School Band Drummer
School Band Tour
DAR Award for Excellence in History
Student Council Officer
Basketball Team

Golf Team – Most Valuable Player Award
National Junior Honor Society
Historical Society
Football Team
Optimist Club Award for Outstanding Junior Citizen

Page 3
Curriculum Vitae
Paul Caudill Miller

ACTIVITIES:
(continued)

1971-1972 (Grade 9) Snowden Junior High School

DAR Award for Excellence in History
Basketball Team
Golf Team – Most Valuable Player Award
French Club
National Junior Honor Society
Elementary Teacher Assistant
School Newspaper Staff – Best Writer

1972-1973 (Grade 10) Central High School

ROTC
Order of the Red Man
Pep Club
"New Life Singers" touring choir for First Baptist Church
Basketball Team
Cross Country Track Team
Golf Team – Captain

1973-1974 (Grade 11) Central High School

ROTC
Washington Workshops – Congressional Seminar
March 24-31, 1974 – Washington, D.C.
Student Council – Commission on Publicity
National Honor Society
Gold Team – Captain
Basketball Team
Order of the Red Man
"New Life Singers" touring choir for First Baptist Church
Pep Club
Mu Alpha Theta National Math Club

1974-1975 (Grade 12) Briarcrest High School

Student Government President
Pep Club

Mu Alpha Theta National Math Club
Basketball Team
National Honor Society
Key Club

Page 4
Curriculum Vitae
Paul Caudill Miller

ACTIVITIES:
(continued)

1975-1976 (Undergraduate, Sophomore) Samford University

Phi Eta Sigma – National Freshman Honor Society
Summer Missions Committee of Campus Ministries
Beta Beta Beta, Associate Member
Sigma Nu Fraternity, Member
Dean's List
Resident Assistant for Men's Housing
Counselor – Laity Lodge Youth Camp – Leakey, Texas – June-August, 1977

1977-1978 (Undergraduate, Junior) Samford University

Alpha Epsilon Delta
Delegate to national AED Convention – Columbia, S.C.
Beta Beta Beta, Member
Sigma Nu Fraternity, Pledge Marshall
Dean's List
Omicron Delta Kappa
Lab Assistant for Freshman Biology and Chemistry Labs

1978-1979 (Undergraduate, Senior) Samford University

Omicron Delta Kappa
Alpha Epsilon Delta, Vice President
Beta Beta Beta, Vice President
Sigma Nu Fraternity, Athletic Director
Intramural Sports: Football, Volleyball, Basketball, Softball
Phi Kappa Phi National Honor Society

1984-1988 Resident Neurology, UAB Department of Neurology

1988-Present Private Practice, Neurology Consultants of Montgomery, P.C. Montgomery, Alabama
Past Chief of Medical Staff – Jackson Hospital
Past President – Alabama Academy of Neurology – 6 terms- last term concluded May 4, 2018

Present –
Blue Cross/Blue Shield State Advisory Committee

State of Alabama Impaired Driver's Task Force
State of Alabama Representative: AANEM
Board of Directors of Alabama Academy of Neurology
AANEM State Advisory Committee for State of Alabama 2010-2021

RELIGION: Member – First Baptist Church, Memphis, Tennessee (1965-1983)
Member – Brookwood Baptist Church, Birmingham, AL (1983-1988)
Member—First Baptist Church, Montgomery, AL 1988-2011
Member – St James United Methodist church, Montgomery, AL 2011-2022
Member-- Brentwood Baptist Church, Brentwood, TN 4/2022 to present

BOARD CERTIFICATION: The American Board of Psychiatry and Neurology
Diplomate in the specialty of Neurology
MRI certified, American Society of Neuroimaging

PUBLICATIONS: Poster Presentation, American Academy of Neurology – May 02, 1985
"EEG and Frequency Analysis Techniques for Monitoring Carotid Endarterectomy: A Blind Comparison"
Poster Presentation, American Academy of Neurology, April 09, 1987
"Metrizamide Myelography and Computerized Tomography in the Evaluation of Nerve Root Avulsion"

PROFESSIONAL ASSOCIATIONS: American Academy of Neurology
Montgomery County Medical Society
Medical Association of Alabama
American Medical Association
The American Society of Internal Medicine
American Society of Electrodiagnostic Medicine
The Movement Disorder Society
American Society of Neuroimaging
Alabama Academy of Neurology – President 1999-2000, 2004-6, 2011-18
State of Alabama Omnisbudsman State Workman's Comp Board- 2006-2012
Alabama Dept of Highway Patrol Advisory Board- present
Alabama Governors Stroke Task Force- 2008-10
Alabama Impaired Drivers Fund- 2008-10

Letters of Support- Attachment to 12, Section 12.1

Alabama State Liason Committee AANEM- 2010-2021

CURRICULUM VITAE

PAUL CAUDILL MILLER, M.D.

1722 PINE STREET
SUITE 700
MONTGOMERY, ALABAMA 36106
(334) 834-1300

3326 Aspen Grove Dr Suite 502
Franklin, TN 37067
615-684-4770

City of Montgomery, Alabama

Office of the
CITY COUNCIL

November 30, 2022

The Honorable John M. McMillan, Jr.
Commissioner
Alabama Medical Cannabis Commission
P.O. Box 309585
Montgomery, AL 36130-9585

Dear Director McMillan,

This letter is to express support for INSA Alabama, LLC and their application for an integrated license to grow, cultivate, produce, and dispense medical cannabis at their main facility in Montgomery, and via their dispensary locations throughout the state.

Mr. Beasley and Mr. Allen are longtime citizens of Montgomery, and have spent untold amounts of time, effort, money, and vision to transform Commerce St. and beyond via their development efforts.

The Beasley Allen Law Firm is well known and highly regarded throughout our state and even our nation, not only for their service to their clients, but for their fair, open, and honest treatment of their partners, attorneys, and support staff.

We welcome INSA Alabama's project to Montgomery - their investment in our city and county, and their commitment to making this project a success.

I believe that there is not a finer group of individuals who could be pursuing this process, and I give my enthusiastic support for their application – Mr. Beasley and Mr. Allen are just the type of upstanding moral individuals we want operating Medical Cannabis facilities in our great state.

I endorse INSA Alabama's application, and I truly hope the commission sees fit to grant them the license which they are seeking. Should the commission have any questions, please feel free to contact me at 334-314-0489 or charlesjinright@gmail.com.

Sincerely,

Charles Jinright
Montgomery City Council President

P. O. Box 1111 ♦ Montgomery, Alabama 36101-1111 ♦ Phone (334) 625-2096 ♦ Fax (334) 625-2056

MONTGOMERY NEUROSURGICAL ASSOCIATES

PATRICK G. RYAN, M.D.
Diplomate, American Board
of Neurological Surgery

THOMAS R. WHISENHUNT JR., M.D./Ph.D.
Diplomate, American Board
of Neurological Surgery

DERRICK H. CHO, M.D.
Diplomate, American Board
of Neurological Surgery

December 13, 2022

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

Dear Chairman McMillian:

It is my pleasure to write this letter in support on behalf of Insa of Alabama, L.L.C, who is applying for a license to operate a cannabis facility in Montgomery, Alabama with dispensaries in central and north Alabama. I have practiced medicine in Montgomery, Alabama, as a neurosurgeon for 33 years. I attach my curriculum vitae to this letter.

I have discussed with Shane Seaborn the proposed plans for their medical cannabis operations in Alabama, which includes partnering of Clearview Ranch, L.L.C, with Insa to form Insa of Alabama, Inc. I believe it is important tat we understand better the efficacy of medical cannabis going forward. I have agreed to consult with Insa Alabama, Inc. as a medical consultant to hopefully improve the efficacy of medical cannabis when other therapies fail. I do see in my practice chronic pain, which is in need of; treatment. If cannabis is proved to be an alternative to other more addictive prescriptions that would be very good for the general public. I look forward to working with Insa of Alabama, L.L.C. to help further the mission to produce positive outcomes for patients. As part of our memorandum of understanding with Insa, Insa has agreed to partner with and fund the development and implementation of programs for the study of disease and the effectiveness of medical cannabis treatment for various diseases. Hopefully, these studies will help to refine the need for medical cannabis. I am acting as a consultant and not an investor. My goal is to help Alabamians to improve their health and improve the use of medical cannabis in the State of Alabama.

I endorse the application and it is my hope that they will be granted a license. Should the Commission have any questions, please feel free to contact me at pryan02@sprintmail.com or 334-834-6422.

Very truly yours,

Patrick G. Ryan, M.D.

Enclosure:

1510 Forest Avenue | Montgomery, Alabama 36106 | Telephone: (334) 834-6422 | Fax: (334) 264-5129

Letters of Support- Attachment to 12, Section 12.1

Curriculum Vitae

Patrick G. Ryan M.D.

PERSONAL DATA:

Address	1510 Forest Avenue Montgomery AL 36106
Date of Birth	March 25, 1956
Place of Birth	Lake Charles, Louisiana

EDUCATION:

Premedical	Bachelor of Science, Cum Laude 1978 McNeese State University Lake Charles, Louisiana
Medical	Doctor of Medicine, 1982 Louisiana State University School of Medicine New Orleans, Louisiana
Internship	General Surgery, July 1982-June 1983 University of Florida Gainesville, Florida
Residency	Neurological Surgery, 1983-1988 University of Florida Gainesville, Florida
MEDICAL LICENSE:	State of Louisiana - 1982 State of Alabama - 1988
CERTIFICATIONS:	FLEX exam, passed 1982 American Board of Neurologic Surgery Board Certification - May 1992

Letters of Support- Attachment to 12, Section 12.1

Curriculum Vitae
Patrick G. Ryan, M.D.
Page two

SOCIETIES:

Medical Association of State of Alabama

Montgomery County Medical Society

Phi Kappa Phi Honor Society

Congress of Neurological Surgeons

American Association of Neurological Surgery

Alabama Neurosurgical Society

North American Spine Society

Fellow American College of Surgeons

POSITIONS HELD:

Jackson Hospital Chief of Surgery 1996-1997

State Health Planning Commission as Appointed by Gov. Fob James 1997-2001

Member State of Alabama Medical Services Board 2013-present

Elected member to Board of Trustees for Jackson Hospital 1999-present

Elected Chairman Jackson Hospital Board of Trustees, 2015

Jackson Hospital Chief of Staff 2003-2004

Montgomery County Medical Society Board of Trustees 2004-2006

TEACHING EXPERIENCE:

Instructor, Medical Neuroscience Course
University of Florida College of Medicine
1984 & 1986

Instructor, Neuropathology
University of Florida College of
Medicine 1985

Curriculum Vitae
Patrick G. Ryan, M.D.
page three

PUBLICATIONS:

1. Ryan, P.;Day,A: Stump Embolization from the Occluded Internal Carotid Artery, Journal of Neurosurgery, March 1987

2. Mickle,J.P.;Quisling,R.;Ryan,P.: Transtorcular Approach to Vein of Galen aneurysms, Concepts in Pediatric Neurosurgery 6:230-238, 1985

3. Sceats, D.J.;Quisling,R.;Rhoton,A.L.;Ballinger,W.;and Ryan,P.: Primary Leptomeningeal Glioma Mimicking an Acoustic Neuroma: Case Report with Review of the Literature, Neurosurgery 4: 649-654, 1986

4. Baskin,D.;Ryan,P.;Sonntag,V.;Westmark,R.;Widmayer,M.A.: A prospective, randomized controlled cervical fusion study using recombinant human bone morphogmetic protein - 2 with the Cornerstone-SR, allograft ring and the ATLANTIS anterior cervical plate - Spine 2003; 28 (12): 1219-1225

EMPLOYMENT:

Private Practice in Montgomery, AL since April 1989

Office Address: 1510 Forest Avenue
Montgomery, AL 36106

Phone: (334) 834-6422

RESEARCH:

1. Investigator - A prospective multi-center controlled clinical trial of an artificial cervical disk LP at a single level for symptomatic cervical disk disease.

2. Investigator - A prospective randomized controlled study of an artificial cervical disk vs ACF at single level for symptomatic cervical disk disease.

3. Investigator - A prospective, randomized controlled cervical fusion study using recombinant human bone morphogmetic protein - 2 with the Cornerstone-SR, allograft ring and the ATLANTIS anterior cervical plate.

November 17, 2022

The Honorable John M. McMillan, Jr.
Director
Alabama Medical Cannabis Commission
P.O. Box 309585
Montgomery, AL 36130-9585

Dear Director McMillan:

I write to express my support for Insa Alabama, L.L.C., which is applying for a license to operate a medical cannabis facility in Montgomery, Alabama, with dispensaries in central and north Alabama.

I have discussed with J. Greg Allen, Esq., the proposed plans for Insa Alabama's medical cannabis operations in Alabama. Mr. Allen is a leading member of the Alabama State Bar who enjoys an outstanding national reputation.

For the Darren Wesley 'Ato' Hall Compassion Act, Ala. Code §§ 20-2A-1 to 20-2A-100 (Supp. 2022), to achieve the goals adopted by the Alabama Legislature, it is imperative that those licensed by the Alabama Medical Cannabis Commission be committed to scrupulously following the laws and regulations governing medical cannabis in Alabama. From my discussions with Mr. Allen, it appears that Insa Alabama has such a commitment and is prepared for the responsibility it entails.

I endorse Insa Alabama's application and hope that it will be granted a license. Should the Commission have any questions, please feel free to contact me at ccampbell@faulkner.edu or (334) 386-7528.

Sincerely,

Charles B. Campbell
Dean and Associate Professor of Law

CBC:mmi

Office of the Dean

Charles B. Campbell
Dean and
Associate Professor of Law

Faulkner University
Thomas Goode Jones
School of Law
5345 Atlanta Highway
Montgomery, AL 36109-3390

Tel 334.386.7528
Fax 334.386.7545
ccampbell@faulkner.edu

Letters of Support- Attachment to 12, Section 12.1

November 21, 2022

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

Dear Chairman McMillian:

I am Pastor Ken Austin, the Executive Director of Ministry About People (MAP) and Mercy House. Our goal is to serve the Montgomery Community that is ravaged by poverty. We have a very high rate of poverty of children that live in our neighborhood. We have a high unemployment rate. In order to assist on these needs, the Mercy House building is our day shelter where we care for people. We are in the process of transforming the community. Our programs allow us to bring people in need into our orbit. We provide clothing and food to meet immediate basic human needs. Mercy House is a springboard to the rest of our ministry. We invest in the community's future by investing in the children. We are doing our part to try to break the chains of poverty. This is my life's work and it is very important to me.

It is my understanding that Jere Beasley and Greg Allen under the name of Insa of Alabama, L.L.C. are applying for a medical cannabis license. It is my understanding they are partnering with Insa, a group out of Massachusetts to seek a license from the state. These men have assisted our ministry in a number of ways. I believe they will continue to assist us from funds obtained in the delivery of the medical cannabis through the State of Alabama.

I know that there are limited number of licenses to be issued and I fully endorse Insa of Alabama, Inc. as a recipient of one of these licenses. I have been assured that a substantial portion from the profits from Insa of Alabama, Inc. will go to charitable purposes, including our ministry. I fully endorse their receipt of a state license. Call me if you have any questions. I can be reached at (334) 398-0467.

Very truly yours,

PASTOR KEN AUSTIN
New Walk of Life Church
PO Box 10035
Montgomery, AL 36108

CITY OF
OPELIKA
alabama

LEGISLATIVE OFFICE
204 South 7th Street • P.O. Box 390
Opelika, AL 36803-0390
(p) 334-705-5110
(f) 334-705-5153
www.opelika-al.gov

November 30, 2022

The Honorable John M. McMillan, Jr.
Commissioner
Alabama Medical Cannabis Commission
P.O. Box 309585
Montgomery, AL 36130-9585

Dear Director McMillan,

This letter is to express support for INSA Alabama, LLC and their application for an integrated license to grow, cultivate, produce, and dispense medical cannabis at their main facility in Montgomery, and via their dispensary locations throughout the state.

Mr. Beasley and Mr. Allen are longtime denizens of downtown Montgomery, and have spent untold amounts of time, effort, money, and vision to transform Commerce St. and beyond via their development efforts.

The Beasley Allen Law Firm is well known and highly regarded throughout our state and even our nation, not only for their service to their clients, but for their fair, open, and honest treatment of their partners, attorneys, and support staff.

We welcome INSA Alabama's project to Opelika - their investment in our city and county, and their commitment to making this project a success.

I believe that there is not a finer group of individuals who could be pursuing this process, and I give my enthusiastic support for their application – Mr. Beasley and Mr. Allen are just the type of upstanding moral individuals we want operating Medical Cannabis facilities in our great state.

I endorse INSA Alabama's application, and I truly hope the commission sees fit to grant them the license which they are seeking. Should the commission have any questions, please feel free to contact me at 334-749-5134 or esmith@opelika-al.gov.

C. E. "Eddie" Smith, Jr.
President of the City Council
City of Opelika, Alabama

Letters of Support- Attachment to 12, Section 12.1

Jerry C. Kyser
Developer
Perimeter Park Plat 1

J. Greg Allen
218 Commerce Street
Montgomery, Alabama 36104

Re: Approval of Intended Use for
6030 Perimeter Parkway
Montgomery, Alabama

Dear Greg,

This letter confirms the undersigned has been made aware that J. Greg Allen and/or his assigns is the Buyer (collectively the "**Buyer**"), and G & I Properties, LLC is the Seller of the real property and improvements located at 6030 Perimeter Parkway, Montgomery, Alabama (the "**Property**"), otherwise described as follows:

Lot 2 according to the Map of Perimeter Park Plat No. 1, as said Plat appears of record in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 39, at Page 70.

The Property is subject to a Declaration of Protective Covenants as set forth in the Perimeter Park Plat 1, as recorded in the Office of the Judge of Probate for Montgomery County, Alabama in Plat Book 39, at Page 70 (the "**Protective Covenants**"). Article 2 of the Protective Covenants provides that the uses for real estate within the Plat shall be subject to the review and approval of the Developer. The Developer is defined in Article 1.02 to be Jerry C. Kyser.

The Buyer has made known to Developer its intended use of the Property for an Integrated Facility and Dispensary Site, authorized to perform the functions of a cultivator, processor, secure transporter, dispensary, and all other purposes allowed an Integrated Facility licensee under the Darren Wesley 'Ato' Hall Compassion Act, Section 20-2A-1 et seq., Code of Alabama (the "**Intended Use**").

This letter serves as notice that the Developer has reviewed all required and necessary plans and specifications for the Intended Use, and hereby approves the same and authorizes Buyer to commence and proceed with its Intended Use, including commencement of construction, alteration, additions, and remodeling of the Property.

Sincerely

Jerry C. Kyser 10/13/22

Jerry C. Kyser

Doug Singleton, District 5
CHAIRMAN

Isaiah Sankey, District 4
VICE CHAIRMAN

License Type: Integrated Facility

Daniel Harris, Jr, District 1
Carmen Moore-Zeigler, District 2
Ronda M. Walker, District 3

November 30, 2022

The Honorable John M. McMillan, Jr.
Commissioner
Alabama Medical Cannabis Commission
P.O. Box 309585
Montgomery, AL 36130-9585

Dear Director McMillan,

This letter is to express support for INSA Alabama, LLC and their application for an integrated license to grow, cultivate, produce and dispense medical cannabis at their main facility in Montgomery, and via their dispensary locations throughout the state.

Mr. Beasley and Mr. Allen are longtime denizens of downtown Montgomery, and have spent innumerable amounts of time, effort, money and vision to transform Commerce St. and beyond via their development efforts.

The Beasley Allen Law Firm is well known and highly regarded throughout our state and even our nation, not only for their service to their clients, but for their fair, open and honest treatment of their partners, attorneys and support staff.

We welcome INSA Alabama's project, their investment in our city and county, and their commitment to making this project a success.

I believe that there is not a finer group of individuals who could be pursuing this process, and I give my enthusiastic support for their application – Mr. Beasley and Mr. Allen are just the type of upstanding moral individuals we want operating Medical Cannabis facilities in our great state.

I endorse INSA Alabama's application, and I truly hope the commission sees fit to grant them the license which they are seeking. Should the commission have any questions, please feel free to contact me at 334-201-0199 or email dougsingleton@mc-ala.org.

Sincerely,

Doug Singleton
Chairman, Montgomery County Commission

A COUNTY OLDER THAN THE STATE

101 S. Lawrence Street • P.O. Box 1667 • Montgomery, AL 36102
www.mc-ala.org
Phone 334.832.1210 • Fax 334.832.2533 • TDD 334.265.5568

Email from Attorney Edwin Yates- Attachment to Exhibit 12, Section 12.1

From: peteyates1234@gmail.com <peteyates1234@gmail.com>
Sent: Tuesday, December 20, 2022 11:44 AM
To: Steve Reilly <steve@myinsa.com>; 'Brandi Ross' <Brandi.Ross@BeasleyAllen.com>
Cc: 'Greg Allen' <Greg.Allen@BeasleyAllen.com>
Subject: RE: Mobile, Birmingham

WARNING: This email is from an EXTERNAL source. Please exercise caution when opening attachments or clicking links.

I spoke with a Mr. Skinner in the Revenue Department for the City of Mobile that is responsible for issuance of business licenses. He said they talked with the State Cannabis Commission and were told they could deny a local license at this time. However, he will not send us a letter or email to that effect.

Pete Yates

Edwin L. Yates
453 South Hull Street
Montgomery, AL 36104
Phone: (334) 264-0182
Fax: (334) 264-0862
email: peteyates1234@gmail.com

From: Steve Reilly <steve@myinsa.com>
Sent: Tuesday, December 20, 2022 10:18 AM
To: peteyates1234@gmail.com; Brandi Ross <Brandi.Ross@BeasleyAllen.com>
Cc: Greg Allen <Greg.Allen@BeasleyAllen.com>
Subject: Mobile, Birmingham

Pete/Brandi,

Have we reached out to get business licenses from Mobile and Birmingham? If not we should do that asap and document their response if they won't provide them.

Thanks.

Steve

Affidavit of Attorney Edwin Yates- Attachment to Exhibit 12, Section 12.1

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

AFFIDAVIT

Before me, the undersigned authority personally appeared this day, Edwin L. Yates, well known to me to be the person described herein and who being by me first duly sworn, deposes and says:

My name is Edwin L. Yates and I am a practicing attorney in Montgomery, Alabama. My client, Insa Alabama, LLC is making application to the Alabama Cannabis Commission (the "Commission") for issuance of an integrated cannabis license. Regulation 538-x-3.05 promulgated by the Commission requires each application submitted to include "if applicable, certified copies of the applicant's business license." I procured a local license from the City of Montgomery for general office use, but I was unable to obtain a local business license for the cultivation, processing and sale of medical cannabis until a state cannabis license is obtained. The City of Montgomery provided a written memorandum stating the business license will be updated for other uses upon the applicant obtaining a state cannabis license authorizing such uses. This was the same response received from each local jurisdiction contacted including Dothan, Birmingham, Mobile and Opelika. I make this affidavit for the purpose of establishing a local business license for medical cannabis cannot be obtained until a state cannabis license is granted authorizing the use.

Further affiant saith not.

Dated this the 28 day of December 2022.

Edwin L Yates

Affidavit of Attorney Edwin Yates- Attachment to Exhibit 12, Section 12.1

STATE OF ALABAMA
COUNTY OF MONTGOMERY

SWORN TO and SUBSCRIBED before me on this the 28th day of December 2022.

SEAL

Brandi Ross
Notary Public
Commission Expires: June 3, 2025

Brandi Ross

From: Greg Allen
Sent: Wednesday, December 28, 2022 12:17 PM
To: Brandi Ross
Subject: FW: [EXT] RE: [EXT]Cannibis

J. Greg Allen
Lead Products Liability Attorney
334.269.2343

From: Finley, Lillie <LFinley@opelika-al.gov>
Sent: Wednesday, December 28, 2022 10:07 AM
To: Smith, Eddie <ESmith@opelika-al.gov>; Greg Allen <Greg.Allen@BeasleyAllen.com>; Motley, Joey <jmotley@opelika-al.gov>
Subject: [EXT] RE: [EXT]Cannibis

[EXTERNAL]

Good Morning Mr. Allen. We can only issue a business license once the state has issued the permit and all zoning regulations are completed. If you need anything else, please let me know.

Thanks,

Lillie

From: Smith, Eddie <ESmith@opelika-al.gov>
Sent: Wednesday, December 28, 2022 9:50 AM
To: Greg Allen <Greg.Allen@BeasleyAllen.com>; Finley, Lillie <LFinley@opelika-al.gov>; Motley, Joey <jmotley@opelika-al.gov>
Subject: Re: [EXT]Cannibis

Lillie, please see the email from Mr. Allen below. Please respond to him that we are not able to issue a business license for cannabis until they are awarded the cannabis license. Thanks Eddie

Get Outlook for iOS

From: Greg Allen <Greg.Allen@BeasleyAllen.com>
Sent: Tuesday, December 27, 2022 2:28 PM
To: Smith, Eddie <ESmith@opelika-al.gov>
Subject: [EXT]

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Mr. Smith, I know that we have gone to great lengths to make your life more difficult recently. We are trying to finalize and file our application for the cannabis license. We need one last thing from the city of Opelika, but we are not having any luck. I know that most cities will not issue a business license without us having the cannabis license. However, because the application requires a business license, we have requested other cities to send us a letter or e-mail saying the cannot issue a business license to INSA Alabama at this time because INSA does not currently have a cannabis license. Is there any possible way you could find somebody that could send me an e-mail to that effect to me? We are trying to file our application tomorrow. Thank You and happy new year.

beasley allen
LAW FIRM

J. Greg Allen
Lead Products Liability Attorney
800.898.2034

Greg.Allen@BeasleyAllen.com
BeasleyAllen.com | My bio

Learn more about our ongoing litigation.

Dothan Application for Business License- Attachment to Exhibit 12, Section 12.1

City of Dothan Business License Application

Business Information

Application Type*

- New
- Renewal
- Location Change
- Owner Change
- Name Change

Legal Business Name*

Insa Alabama, LLC

DBA Name, if different

Business Structure Type*

- Sole Proprietorship
- Limited Liability Corporation (LLC)
- Limited Liability Partnership (LLP)
- Corporation
- Other

Upload your Certificate of Formation or Articles of Incorporation

Certificate of Formation - Insa Alabama, LLC - recorded.pdf 433.92KB

Tax Filing Number Type*

- Social Security Number (SSN)
- Federal Employer Identification Number (FEIN)

LLCs, LLPs, and Corporations MUST have an FEIN

Federal Employer Identification Number (FEIN)

92-0470285

State of Alabama Tax ID Number, if applicable

Business Activity*

This should be the main activity conducted by the business within the city limits of Dothan

Other

Business Activity Description*

Please describe the business activities to be conducted within the city limits of Dothan

Medical Marijuana Dispensary

Business NAICS Code

Visit https://www.census.gov/eos/www/naics/ to determine your NAICS code. Businesses with multiple activities may have more than one NAICS code they operate under. The Dothan Area Chamber of Commerce can be reached at (334) 792-5138 or (800) 221-1027 for assistance with determining the appropriate NAICS code.

459991

Dothan Application for Business License- Attachment to Exhibit 12, Section 12.1

Location Information

Does the business have a physical location inside the city limits of Dothan?*

- (●) Yes
- ( ) No

Is it a residential or commercial location?

- ( ) Residential
- (●) Commercial

Will utilities need to be transferred into your business's name?

- (●) Yes
- ( ) No

Will renovations, alterations, repairs, or any other construction activities be done at the business location?

- (●) Yes
- ( ) No

If so, please explain what construction activities are planned for the space (i.e. an addition, installation of a grease trap, paint, new flooring, etc).

Exterior site work to include parking and landscaping improvements, lighting and exterior security, cameras, secure delivery area.

Inside it would be renovation of existing fixtures, installation of new fixtures for retail sales, POS systems, counters, displays, installation of security features including vault, cameras, motion detectors, glass breaks, key card access systems.

Physical Address*

Please be sure to include a suite number, if necessary.

Street Address
4630 Montgomery Hwy.

Address Line 2

City
Dothan

State / Province / Region
Alabama

Postal / Zip Code
36303

Country
USA

Mailing Address*

Street Address
218 Commerce Street

Address Line 2

City
Montgomery

State / Province / Region
Alabama

Postal / Zip Code
36104

Country
USA

Dothan Application for Business License- Attachment to Exhibit 12, Section 12.1

Applicant Information

Applicant Name*

Edwin L. Yates

Applicant Title*

- Owner/Co-Owner
- Manager
- Employee
- Other attorney

Applicant Phone Number*

334 264-0182

Applicant Email Address*

peteyates1234@gmail.com

Owner Names

List any owner information not already provided as the applicant.

Name	Title	Phone Number	Email Address

Dothan Application for Business License- Attachment to Exhibit 12, Section 12.1

Signature

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) the document will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

*

☑ I agree.

Signature *

Edwin L. Yates

Email from Gary Shirrah - Attachment to Exhibit 12, Section 12.1

pete.yates1212@outlook.com

From: peteyates1234@gmail.com
Sent: Tuesday, November 22, 2022 9:47 AM
To: 'Shirah, Garry'
Cc: 'Steve Reilly'; 'Alderman, Jesse'; 'Greg Allen'
Subject: RE: Insa Alabama-Business License Information from the City of Dothan

Mr. Shirah,

Thank you for your quick response. I was not sure of the procedure in Dothan regarding the issuance of a local business license and out of an abundance of caution I wanted to go ahead and apply. I will proceed with the application for a state license from the Alabama Cannabis Commission, and if awarded I will resubmit the application for a local business license in Dothan.

Pete Yates

Edwin L. Yates
453 South Hull Street
Montgomery, AL 36104
Phone: (334) 264-0182
Fax: (334) 264-0862
email: peteyates1234@gmail.com

From: Shirah, Garry <gshirah@dothan.org>
Sent: Tuesday, November 22, 2022 9:42 AM
To: peteyates1234@gmail.com
Subject: Insa Alabama-Business License Information from the City of Dothan

Mr. Yates,

Thank you for your application to obtain a business license to operate a dispensary here. As you are probably aware, the Alabama Department of Agriculture is the regulatory agency who has the authority to authorize dispensaries.

Please send all documentation that shows that Insa Alabama LLC has received all of the necessary approvals from the State of Alabama to operate a dispensary here. We will be unable to move froward until that documentation is provided to us.

Email from Gary Shirrah - Attachment to Exhibit 12, Section 12.1

Best Regards,
Garry Shirah, CMRO
Sr. Revenue Officer
City of Dothan, AL
Tel. 334-615-3165 Direct
gshirah@dothan.org

Email from Attorney Edwin Yates to Travis Brooks- Attachment to Exhibit 12, Section 12.1

From: peteyates1234@gmail.com <peteyates1234@gmail.com>
Sent: Wednesday, December 21, 2022 8:42 AM
To: travis.brooks@birminghamal.gov
Subject: business license

Travis,

Thank you for the call this morning. As I explained I represent Insa Alabama, LLC and they are applying for an integrated cannabis business license from the Alabama Cannabis Commission. In that regard my client has secured a site in Birmingham for a locating a dispensary site. The regulations for the state commission require an applicant so submit a local business license as applicable. I understand that local jurisdictions do not want to issue a license until a state license is acquired by the applicant. Nonetheless I want to submit with my client's application a letter or email from each local jurisdiction reflecting that we reached out for the local business license and an application for a local license will be entertained once a state cannabis license is acquired. I have attached a memo from the City of Montgomery as an example of what I am looking for, but it does not have to be that elaborate. A simple response to this email stating a local business license cannot be obtained until the applicant has obtained a state cannabis license will be sufficient.

Thank you.

Pete Yates

Edwin L. Yates
453 South Hull Street
Montgomery, AL 36104
Phone: (334) 264-0182
Fax: (334) 264-0862
email: peteyates1234@gmail.com

City of **Montgomery**, Alabama

Land Use Division
Thomas M. Tyson, Jr.

Steven L. Reed
Mayor

October 25, 2022

INSA of Alabama, LLC
218 Commerce St.
Montgomery, AL 36104

RE: 6030 Perimeter Parkway

Dear Sir or Madam:

This is to advise you that the property located at 6030 Perimeter Parkway is in an M-1 (Light Industry) Residential) Zoning District, which will permit an integrated medical cannabis facility.

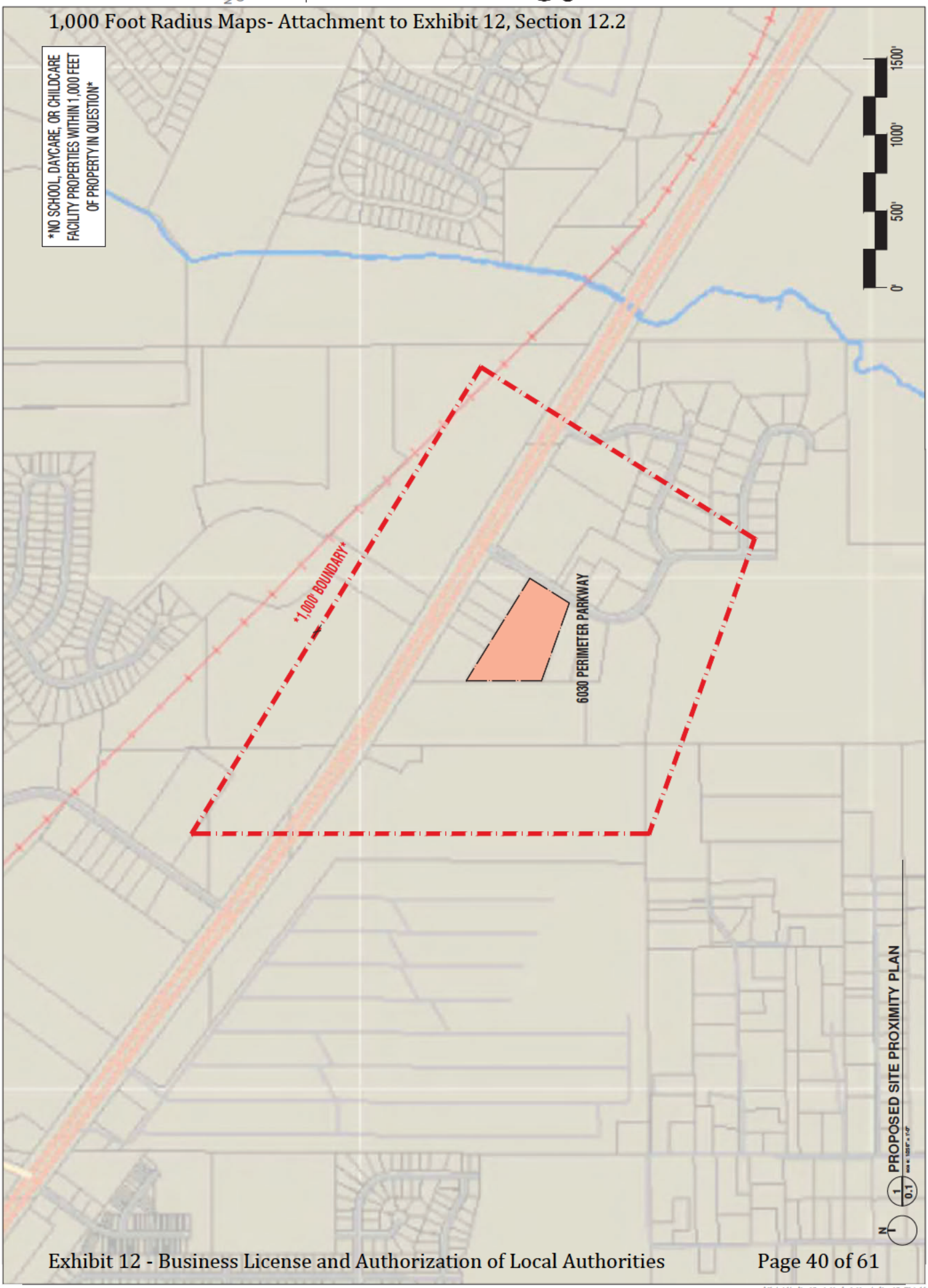
The City is providing this information solely as a courtesy and the person requesting such information should independently confirm the information contained, herein. The City assumes no liability or responsibility for any misstatements or inaccuracies contained. If we can be of any further assistance, please do not hesitate to contact me at (334)625-2722.

Sincerely,

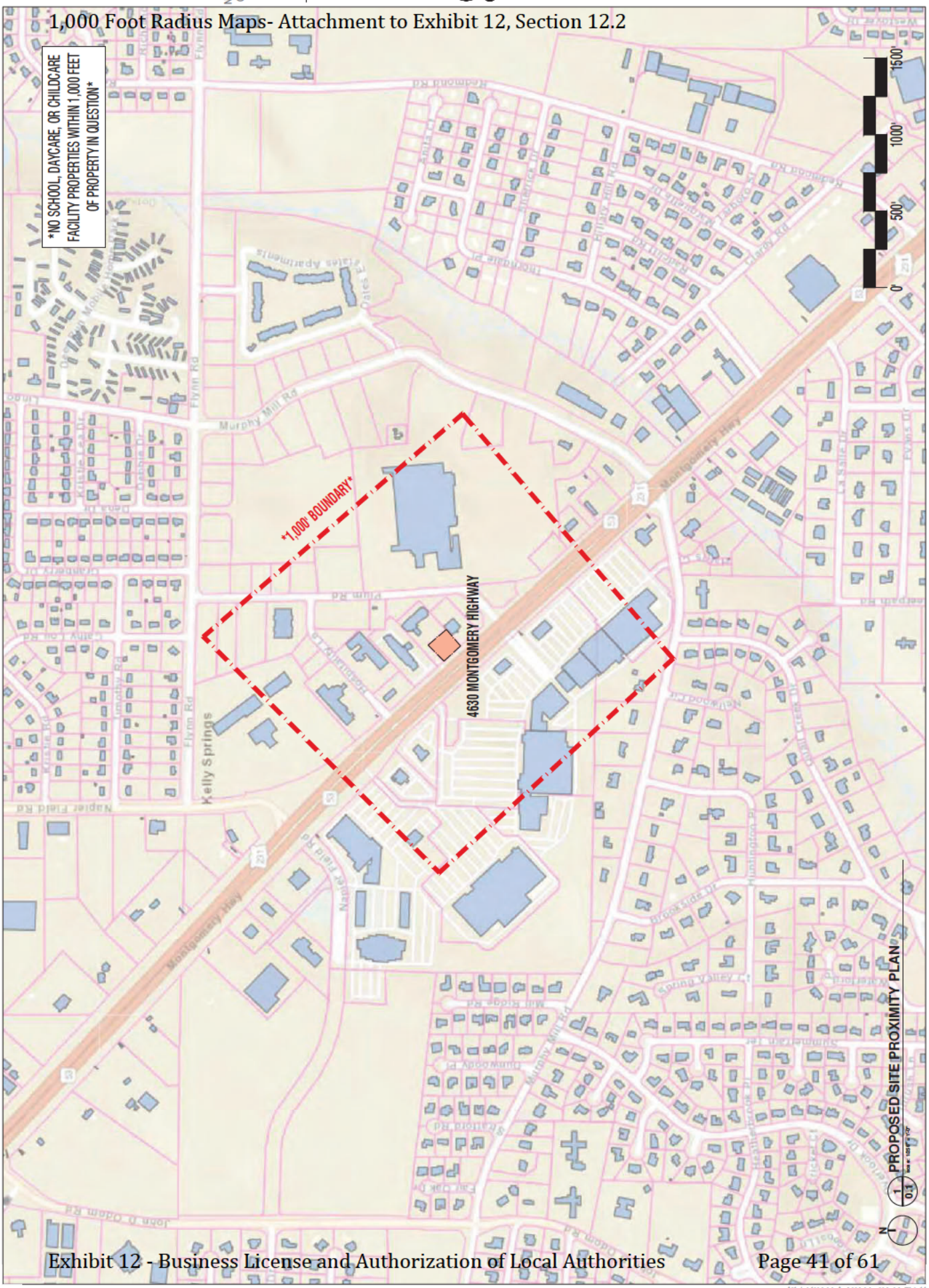
Thomas M. Tyson, Jr.
Land Use Control Administrator

/tri

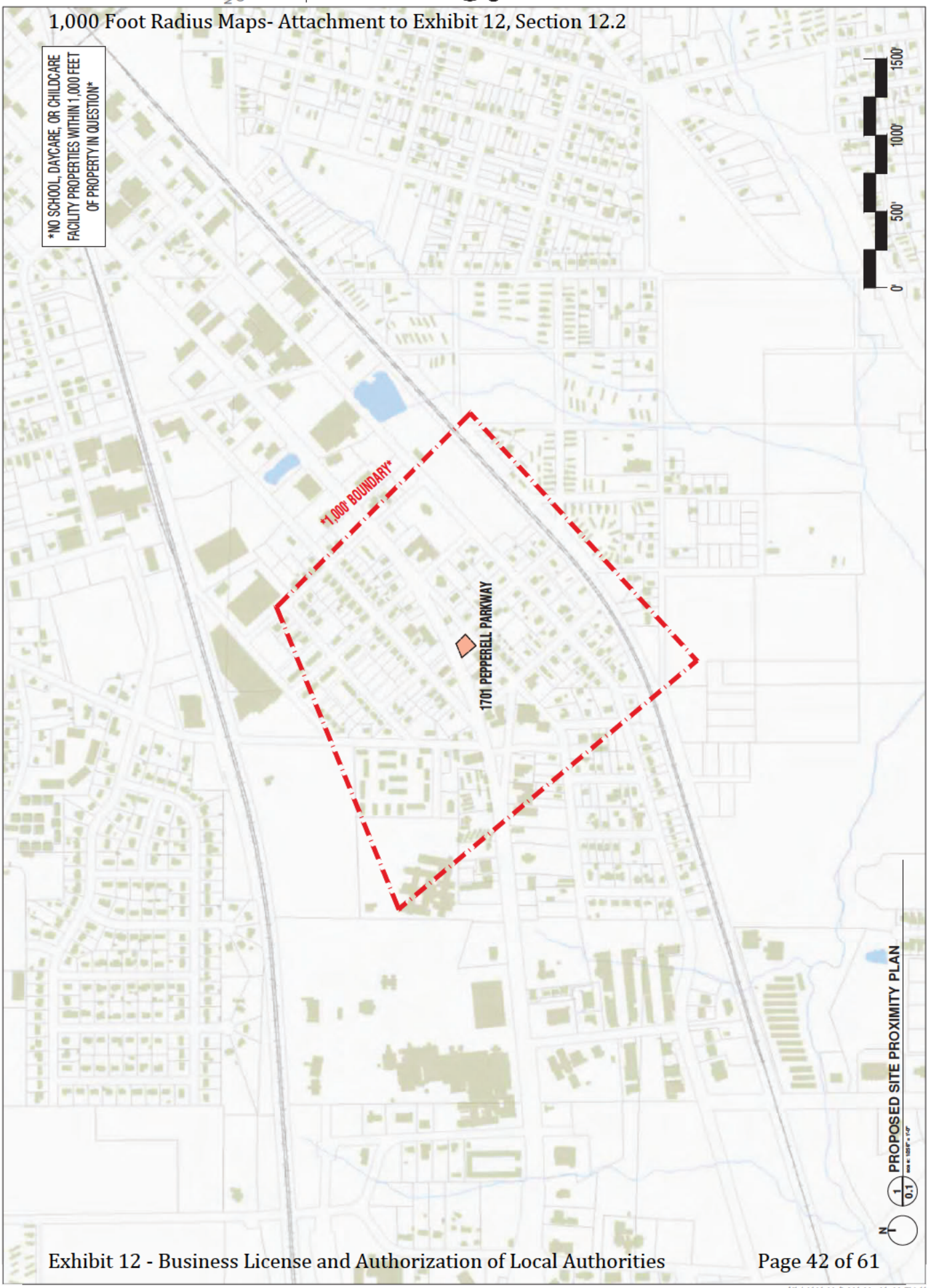
1,000 Foot Radius Maps- Attachment to Exhibit 12, Section 12.2



1,000 Foot Radius Maps- Attachment to Exhibit 12, Section 12.2

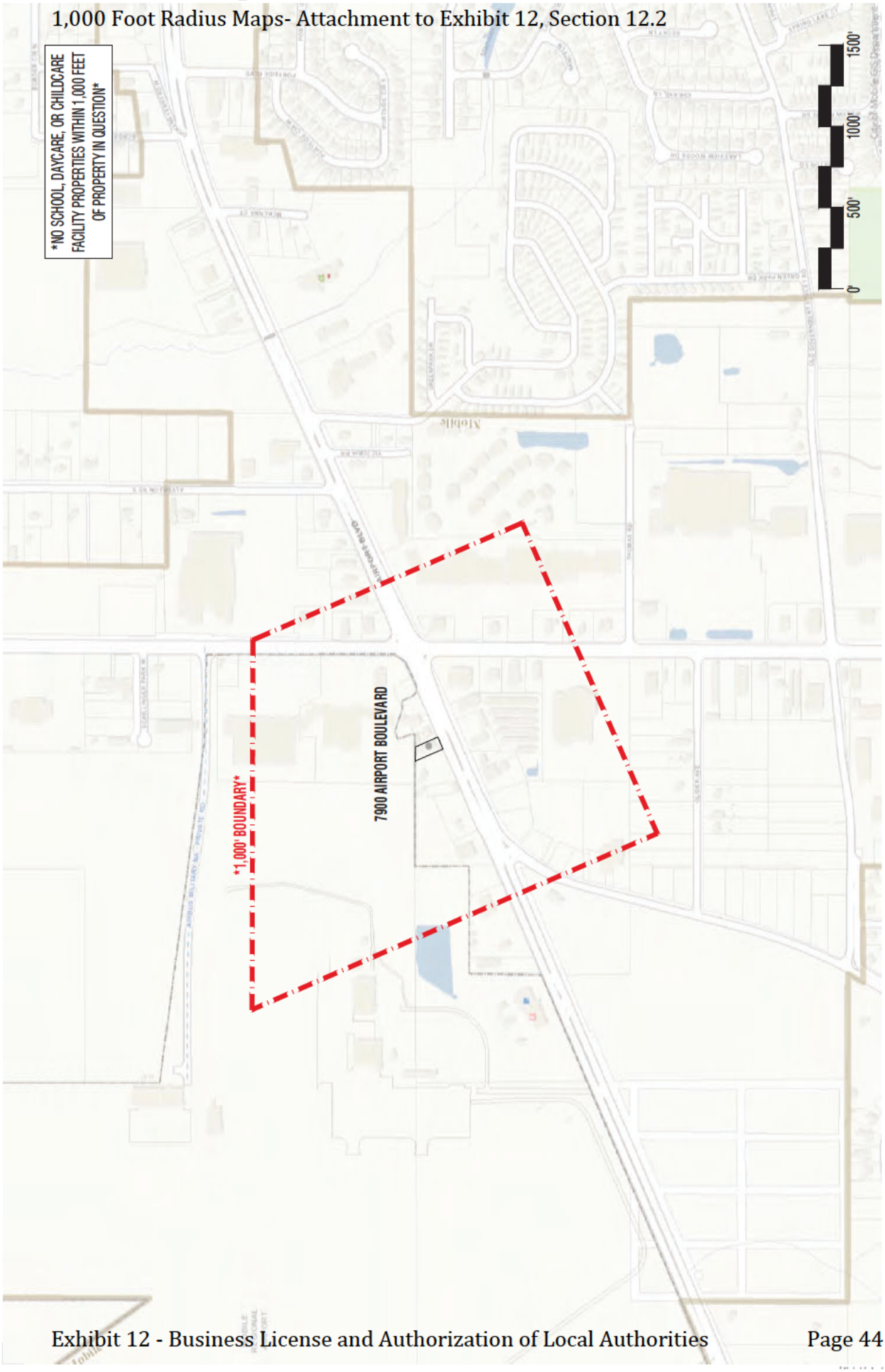


1,000 Foot Radius Maps- Attachment to Exhibit 12, Section 12.2




NO SCHOOL, DAYCARE, OR CHILDCARE FACILITY PROPERTIES WITHIN 1,000 FEET OF PROPERTY IN QUESTION
1,000' BOUNDARY
714 29th STREET SOUTH
0
500'
1000'
1500'
PROPOSED SITE PROXIMITY PLAN
1
0.1
N

1,000 Foot Radius Maps- Attachment to Exhibit 12, Section 12.2



City of **Montgomery**, *Alabama*

CITY CLERK'S OFFICE
Brenda Gale Blalock
City Clerk

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)
CITY OF MONTGOMERY)

I, Brenda Gale Blalock, City Clerk of the City of Montgomery, Alabama, DO HEREBY CERTIFY that the attached is a true and correct copy of Ordinance No. 63-2021, adopted by the Council of the City of Montgomery, Alabama at its regular meeting held the 7th day of December, 2021.

GIVEN under my hand and the official SEAL of the City of Montgomery, Alabama, this the 21st day of December, 2022.

Brenda Gale Blalock

BRENDA GALE BLALOCK, CITY CLERK

SEAL

P. O. Box 1111 • Montgomery, Alabama 36101-1111 • Phone (334) 625-2096 • Fax (334) 625-2056

ORDINANCE NO. 63-2021

AUTHORIZING THE OPERATION OF A MEDICAL CANNABIS DISPENSARY WITHIN THE CORPORATE LIMITS OF THE CITY OF MONTGOMERY

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

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

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

WHEREAS, the Act authorizes and requires the Medical Cannabis Commission to heavily regulates 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 Montgomery; and

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

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

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

ADOPTED this the 7th **day of** December, **2021.**

STEVEN L. REED, MAYOR

ATTEST:

BRENDA GALE BLALOCK, CITY CLERK

63-2021

Dothan Zoning Letter authorizing Cannabis Dispensary
Operations at the Dothan Site- Attachment to Exhibit 12, Section 12.2

CITY OF DOTHAN
Department of Planning and Development
P. O. BOX 2128 · DOTHAN, ALABAMA 36302 · 334-615-4410 (o) · 334-615-4419 (f)
www.dothan.org

Todd L. McDonald, AICP – Director

November 23, 2022

Insa Alabama, LLC

RE: 4630 Montgomery Hwy

To Whom It May Concern:

The Planning and Development Department is pleased to report that the subject property is zoned B-2 (Highway Commercial) according to the Official Zoning Map of the City of Dothan, Alabama. Under the B-2 zoning district, medical cannabis dispensaries are permitted by-right.

Preliminary review of the location referenced above indicates that there are no schools, day cares, or childcare facilities within 1,000 feet of this property. However, this is a requirement of state law and is not part of the city ordinance. It is your responsibility to verify that none of these uses exists with 1000 ft. of this property.

- The Property is not in a special, restrictive, or overlay district.
- The Property is not part of a PUD.
- Adjacent properties are zoned B-2.

Should you have any questions, please feel free to contact me. My direct telephone number is 334-615-4412 and my e-mail address is kvann@dothan.org.

Sincerely,

Kimberly Vann
Planning Assistant

cc: File

ORDINANCE NO. 2022-290

AUTHORIZING THE OPERATION OF MEDICAL CANNABIS DISPENSING SITES

WHEREAS, in the 2021 Legislative Session, the State of Alabama Legislature passed Act No. 21-450 legalizing and creating a regulatory framework for medical cannabis; and,

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Dothan, Alabama, as follows:

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

Ord. No. 2022-290, authorizing the operation of medical cannabis dispensing sites, continued.

Section 2. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect from and after the date of its final passage and adoption.

PASSED, ADOPTED, AND APPROVED ON SEPTEMBER 20, 2022.

Mayor

ATTEST:

Wendy Shiver
City Clerk

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

I hereby certify that the above Ordinance was published in THE DOTHAN EAGLE, a newspaper of general circulation in the City of Dothan, Alabama, on September 23, 2022.

Wendy Shiver
Wendy Shiver
City Clerk

I, Wendy Shiver, City Clerk of the City of Dothan, Alabama, do hereby certify this is a true and correct copy of Ordinance No. 2022-290, as adopted by the Board of Commissioners of the City of Dothan on September 20, 2022.

Wendy Shiver
Wendy Shiver
City Clerk

CITY OF
OPELIKA
alabama

Opelika, AL 36801-0390
(p) 334-705-5156 (f) 334-705-5159
www.opelika-al.gov

December 16, 2022

INSA Alabama, LLC.,
218 Commerce Street
Montgomery, AL 36104

Subject: Medical Cannabis Dispensary – 2002/2004 Marvyn Parkway, Opelika, AL 36804

To Whom It May Concern,

This letter is in reference to the property on the west side of Marvyn Parkway (AL Hwy 51) a portion of Lee County Tax Parcel 43 10 04 19 1 000 001.000. The property is addressed 2004 Marvyn Parkway, although the county records list is as 2002 Marvyn Parkway. The subject property is zoned C-3 (General Commercial) with a GC-P (Gateway Corridor - Primary) overlay. On December 6, 2022, the Opelika City Council approved medical dispensaries as a conditional use in all commercial and industrial zoning districts including C-3 and GC-P. This means that final approval is required by the Planning Commission.

The subject property meets all of the use standards and dispersal requirements set specifically for medical cannabis dispensaries. At this time, there are no other apparent issues that would prevent us from providing a positive staff recommendation to the Commission. The applicant would have to meet the general standards of the zoning ordinance including setbacks, landscaping, and building materials as any other commercial development is required to do.

Please let me know if you have any question or I may assist you with this project.

Sincerely,

Matt Mosley, AICP
Planning Director
City of Opelika

Opelika Ordinance No. 028-22 Authorizing the Operation
of Medical Cannabis Dispensing Sites- Attachment to Exhibit 12, Section 12.2

ORDINANCE NO. 028-22

AN ORDINANCE AUTHORIZING THE OPERATION OF MEDICAL CANNABIS DISPENSING SITES

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

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

> "Medical research indicates that the administration of medical cannabis can successfully treat various medical conditions and alleviate the symptoms of various medical conditions."
>
> "There are residents in Alabama suffering from a number of medical conditions whose symptoms could be alleviated by the administration of medical cannabis products if used in a controlled setting under the supervision of a physician licensed in this state."
>
> "Establishing a program providing for the administration of cannabis derivatives for medical use in this state will not only benefit patients by providing relieve 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 authorizes and requires the Medical Cannabis Commission to regulate dispensary operations, thus addressing any health, safety or welfare concerns for the citizens of the City of Opelika; and

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

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

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

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

BE IT FURTHER ORDAINED, that any business license or sales tax revenue generated by medical cannabis dispensaries authorized by this Ordinance shall be deposited to the general fund.

BE IT FURTHER ORDAINED, that this Ordinance shall become effective immediately upon its adoption, approval and publication as required by law.

BE IT FURTHER ORDAINED, that the City Clerk of the City of Opelika, Alabama is hereby authorized and directed to cause this Ordinance to be published one (1) time in a newspaper of general circulation published in the City of Opelika, Lee County, Alabama.

ADOPTED AND APPROVED this the 4th day of OCTOBER, 2022.

PRESIDENT OF THE CITY COUNCIL OF THE
CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the 5th day of OCTOBER, 2022.

CITY CLERK

ACTION BY MAYOR

APPROVED this the 5th day of OCTOBER, 2022.

MAYOR

ATTEST:

CITY CLERK

Certified true and correct copy this the 15th day of November 2022.

City Clerk

CITY OF OPELIKA CORPORATE SEAL 1854 ALABAMA

Birmingham Zoning Letter for Cannabis Dispensary Operations
at the Birmingham Site- Attachment to Exhibit 12, Section 12.2

CITY OF BIRMINGHAM

Department Of Planning, Engineering & Permits
710 North 20th Street
City Hall | Room 210
Birmingham, Alabama 35203

PUTTING PEOPLE FIRST

RANDALL L. WOODFIN
MAYOR

KATRINA THOMAS
DIRECTOR

16 December 2022

Insa Alabama LLC
453 S Hull St
Montgomery, AL 36104

RE: 714 29th St Birmingham, AL 35233 **PID#23-00-31-4-003-005.000**

ZCL#2022-00194

To Whom It May Concern:

The property located at 714 29th St is zoned B-2, General Business District. Properties to the north, south, east & west are also zoned B-2. The property is located in the Southside Neighborhood and Council District 5. According to the City of Birmingham's Geographic Information System (GIS), the property is not located in a regulated floodplain. The property is located in the Lakeview Commercial Revitalization District and the Southside Historic District.

A Medical Cannabis Dispensary is permitted with conditions in this zoning district. The conditions include:

1. The applicant submits a statement from the Alabama Medical Cannabis Commission, AMCC, that the proposed facility meets requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agency, a letter stating that fact from this agency must be provided.
2. Medical Cannabis Dispensaries authorized pursuant to Ala. Code, 1975, § 20-2A-64, as now or hereafter amended, shall operate with the provisions of Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and shall comply with all Rules and Regulations of the Alabama Medical Cannabis Commission, AMCC. Except as specifically provided in this Section, Dispensaries shall be governed by the Medical Cannabis Act and the AMCC Rules.

The City of Birmingham's Zoning Ordinance is available online at www.birminghamal.gov

Birmingham Zoning Letter for Cannabis Dispensary Operations
at the Birmingham Site- Attachment to Exhibit 12, Section 12.2

This letter is only to confirm zoning information for the location provided in your request but does not verify that the location meets the spacing required for a dispensary. This letter does not approve the use of the medical cannabis dispensary at the above-mentioned address. All medical cannabis related uses in the City of Birmingham must be approved by the Alabama Medical Cannabis Commission and shall comply with the Rules and Regulations of the Alabama Medical Cannabis Commission.

Sincerely,

Kimberly D. Speorl
Zoning Administrator

The City of Birmingham's Zoning Ordinance is available online at www.birminghamal.gov

Oc04oca28jb.o1

RECOMMENDED BY: THE MAYOR AND
THE PUBLIC SAFETY COMMITTEE

SUBMITTED BY: THE CITY ATTORNEY

ORDINANCE NO. 22-142

AN ORDINANCE TO AUTHORIZE THE OPERATION OF MEDICAL CANNABIS DISPENSARIES WITHIN THE CORPORATE LIMITS OF THE CITY OF BIRMINGHAM, PURSUANT TO ALA. CODE, 1975, § 20-2A-51(c).

WHEREAS, the Darren Wesley "Ato" Hall Compassion Act, codified at Ala. Code, 1975, § 20-2A-1, et seq. (the Act), authorizes the cultivation, processing, and sales of cannabis products for medical use by patients with a qualifying medical condition and a valid medical cannabis card; and

WHEREAS, the Act requires the Alabama Medical Cannabis Commission to adopt rules that ensure safety, security, and integrity of the operation of medical cannabis facilities and protect the health, safety, and security of the public, thus heavily regulating all aspects of the medical cannabis industry, including dispensary operations, (See §§ 20-2A-50 – 20-2A-68, Code of Alabama); and,

WHEREAS, the Alabama Medical Cannabis Commission published its rules adopted pursuant to Ala. Code, 1975, § 20-2A-53 on August 31, 2022, and will accept applications from October 31 through December 30, 2022; and,

WHEREAS, the Commission will deem applications complete and submitted on or about April, 13, 2023, and will open a public comment period on or about April 14, 2023 to accept comments from the public on all pending applications and may set a public hearing, at the Commission's discretion, before the issuance of licenses on or after July 10, 2023; and,

WHEREAS, the number of licenses for dispensary facilities to be issued by the Commission is limited as follows:

Integrated Facilities – up to 5 licenses; each licensee authorized up to 5 dispensing sites located in separate counties

Dispensary – up to 4 licenses; each licensee authorized up to 3 dispensing sites located in separate counties

WHEREAS, a dispensary, including a dispensary under an Integrated Facility License may only operate in a municipality if the municipality has passed an ordinance authorizing the operation of dispensaries within the municipality's corporate limits; and

WHEREAS, the health care industry is a highly valued segment of the City of Birmingham's economy and includes world-renown health care resources, including hospitals, clinics, education, and research facilities and the valued professionals and support staff who care for patients from within the state, the nation, and from abroad; and,

WHEREAS, the operation of a medical cannabis dispensary within the corporate limits of the City of Birmingham will further expand opportunities for the City's flourishing health care industry and provide new options to care for patients with qualifying medical conditions; and,

WHEREAS, the operation of a medial cannabis dispensary will provide new economic and employment opportunities and new revenue through business licensing and other taxes; and,

WHEREAS, the Council of the City of Birmingham finds that it is in the best interest of the public health, safety, and welfare to authorize the operation of medical cannabis dispensing facilities within the City of Birmingham, subject to the strict regulation and oversight of the Alabama Medical Cannabis Commission.

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

SECTION 1.

(a) The operation of medical cannabis dispensaries within the corporate limits of the City of Birmingham is authorized, subject to any applicable zoning restrictions the City may adopt pursuant to Ala. Code, 1975, § 20-2A-51(c)(3).

(b) The operation of any facility, regardless of type, licensed by the Alabama Medical Cannabis Commission within the City of Birmingham shall comply with the Commission's strict regulation and oversight and shall comply with all laws and ordinances for the operation of a business within the City, including, but not limited to business licensing and other required taxes, and with all applicable ordinances and codes for location, construction, and sanitation of business premises within the City of Birmingham.

(c) This ordinance shall be interpreted with respect to the Darren Wesley "Ato" Hall Compassion Act, Ala. Code, 1975, § 20-2A-1, et seq. and the rules of the Alabama Medical Cannabis Commission, as either is now or may hereafter be amended.

SECTION 2.

A certified copy of this ordinance shall be submitted within seven days of its adoption to the Alabama Medical Cannabis Commission by the City Clerk, as provided in Ala. Code, 1975, § 20-2A-51(c)(2). The City Clerk and the Director of the Department of Innovation and Economic Opportunity may cooperate to ensure and record the submittal of the ordinance.

SECTION 3. SEVERABILITY. The provisions of this ordinance are severable. If any part of this ordinance is determined by a court of competent jurisdiction to be invalid, unenforceable or unconstitutional, such determination shall not affect any other part of this ordinance.

SECTION 4. EFFECTIVE DATE. This ordinance shall be effective when published as required by law.

Adopted by the Council October 4, 2022 and Approved by the Mayor October 6, 2022

A CERTIFIED COPY
Lee Frazier, City Clerk
Birmingham, Al

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

ZONING CERTIFICATION LETTER

December 21, 2022

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

RE: **7900 Airport Blvd, Mobile, AL 36608**
Parcel Number: R022706244000003.000

To Whom It May Concern:

This is to certify that the above-referenced property is zoned B-3, Community Business, and may be used for any conforming use, subject to compliance with all municipal codes and ordinances. Use of the property as a medical marijuana dispensary is allowed by right in this zoning district under the Unified Development Code (UDC), which will be the Zoning Ordinance applicable to the City of Mobile in the future, subject to compliance with all State and Federal regulations.

The UDC can be found online here: https://mapformobile.org/udc/. See the attached ordinance for any additional requirements.

If additional assistance is needed, please contact me (251) 208-5895.

Sincerely,

Tiffany Green

Tiffany Green
Planner I

P.O. BOX 1827 • MOBILE, ALABAMA 36633-1827

01-062 **2022**

AN ORDINANCE TO AUTHORIZE THE OPERATION OF MEDICAL CANNABIS DISPENSING SITES WITHIN THE CITY LIMITS OF THE CITY OF MOBILE, ALABAMA

Sponsored by: Councilmembers Penn, Carroll, Small, Daves and Gregory

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA as follows:

Section 1. Definitions of Capitalized Terms.

(a) For purposes of this Ordinance, the following terms have the following meanings:

(i) Act means Chapter 2A of Title 20 of the Code of Alabama 1975.

(ii) City means the City of Mobile, Alabama.

(iii) Commission means the Alabama Medical Cannabis Commission created pursuant to the Act.

(iv) State means the State of Alabama.

(b) For purposes of this Ordinance, the following terms have the meanings assigned thereto in the Act:

(i) Dispensary;

(ii) Dispensing Site;

(iii) Integrated Facility;

(iv) Medical Cannabis.

Section 2. Findings and Determinations

The City has heretofore, upon evidence duly presented to and considered by it, found and determined, and does hereby find, determine and declare that:

(a) The Act authorizes the:

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(1) use of Medical Cannabis in the State by certain patients with qualifying medical conditions meeting the requirements of the Act;

(2) regulation by the Commission of all aspects of the use, cultivation, processing, dispensing and transportation of Medical Cannabis from seed to sale in the State; and

(3) Commission to grant licenses to Medical Cannabis Licensees in the manner prescribed in the Act.

(b) Section 20-2A-51(c) of the Act provides that:

(1) the Commission shall not permit the operation of a Dispensing Site in any municipality in the State unless the governing body of said municipality, by ordinance, has authorized the operating of Dispensing Sites within its corporate limits;

(2) any municipality that adopts an ordinance authorizing the operation of Dispensing Sites within its corporate limits shall notify the Commission not more than seven calendar days after adopting said ordinance; and

(3) the Act does not prohibit a municipality from adopting zoning ordinances restricting the operation of Dispensing Sites within its corporate limits.

(c) The location and operation of Dispensing Sites within the City will generate employment opportunities in and local revenues for the City and is therefore desirable and in the best interests of the taxpayers and citizens of the City.

Section 3. Authorization of Medical Cannabis Licensees and Dispensing Sites

In accordance with Section 20-2A-51(c)(1) of the Act, the City hereby authorizes the location and operation of Dispensing Sites for state-licensed Dispensaries and Integrated Facilities in the corporate limits of the City, subject to the provisions of the Act, the rules and regulations promulgated thereunder, and applicable city tax ordinances, zoning ordinances and all laws, resolutions and ordinances, as may be amended at any time and from time to time.

Section 4. Notification of the Commission

In accordance with Section 20-2A-51(c)(2) of the Act, the City Clerk is hereby authorized and directed to forward a copy of this Ordinance to the Commission within seven calendar days following its adoption.

Section 5. General.

(a) All ordinances, resolutions, orders, or parts thereof in conflict or inconsistent with any provision herein hereby are, to the extent of such conflict or inconsistency, repealed.

(b) Each and every provision of this Ordinance is hereby declared to be severable so that if a provision is declared unconstitutional or invalid by a valid judgment of a court of

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competent jurisdiction, such judgment shall not affect the validity of any other provision, for the City Council declares that it is its intent that it would have enacted this Ordinance without such invalid or unconstitutional provision(s).

(c) This Ordinance shall take effect upon publication as provided by law.

Approved: DEC 13 2022

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned, being the duly appointed, qualified and acting City Clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Ordinance adopted by the Mobile City Council on the 13 day of December 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of the City of Mobile, this the 16 day of December 2022.

City Clerk of the City of Mobile, Alabama

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Exhibit 13 – Business Plan

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	3/1/23
Signature of Verifying Individual	**Verification Date**

Exhibit 14 – Evidence of Business Relationship with Other Licensees and Prospective Licensees

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	3/1/23
Signature of Verifying Individual	**Verification Date**

[redacted]

Summary

Insa Alabama, LLC ("Applicant") has leveraged the relationships of its partners Insa and Clearview Ranch to identify prospective cannabis operators across the full license spectrum in Alabama. The prospective operators are a mix of entities with whom Applicant's principals have historically done business, as well as start-up operators familiar to Applicant's Alabama-based principals. As such, Applicant has entered into agreements including contracts, contingent contracts, and memoranda of understanding with at least one prospective operator in each of the categories set forth below. Applicant has attached agreements between Applicant and these other prospective operators, which detail the services to be provided in the event of licensure.

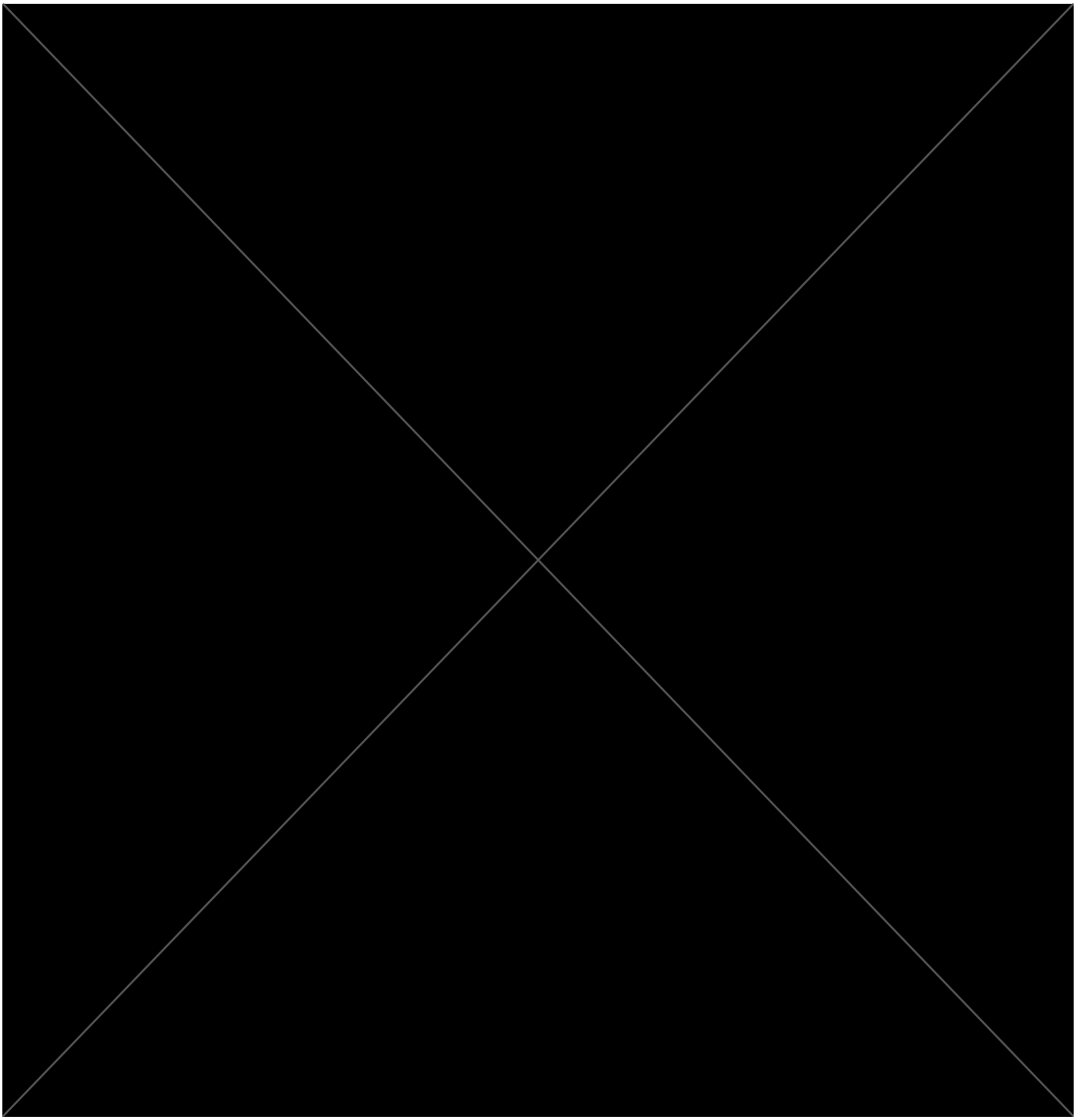
Exhibit 15 – Coordination of Information from Registered Certifying Physicians

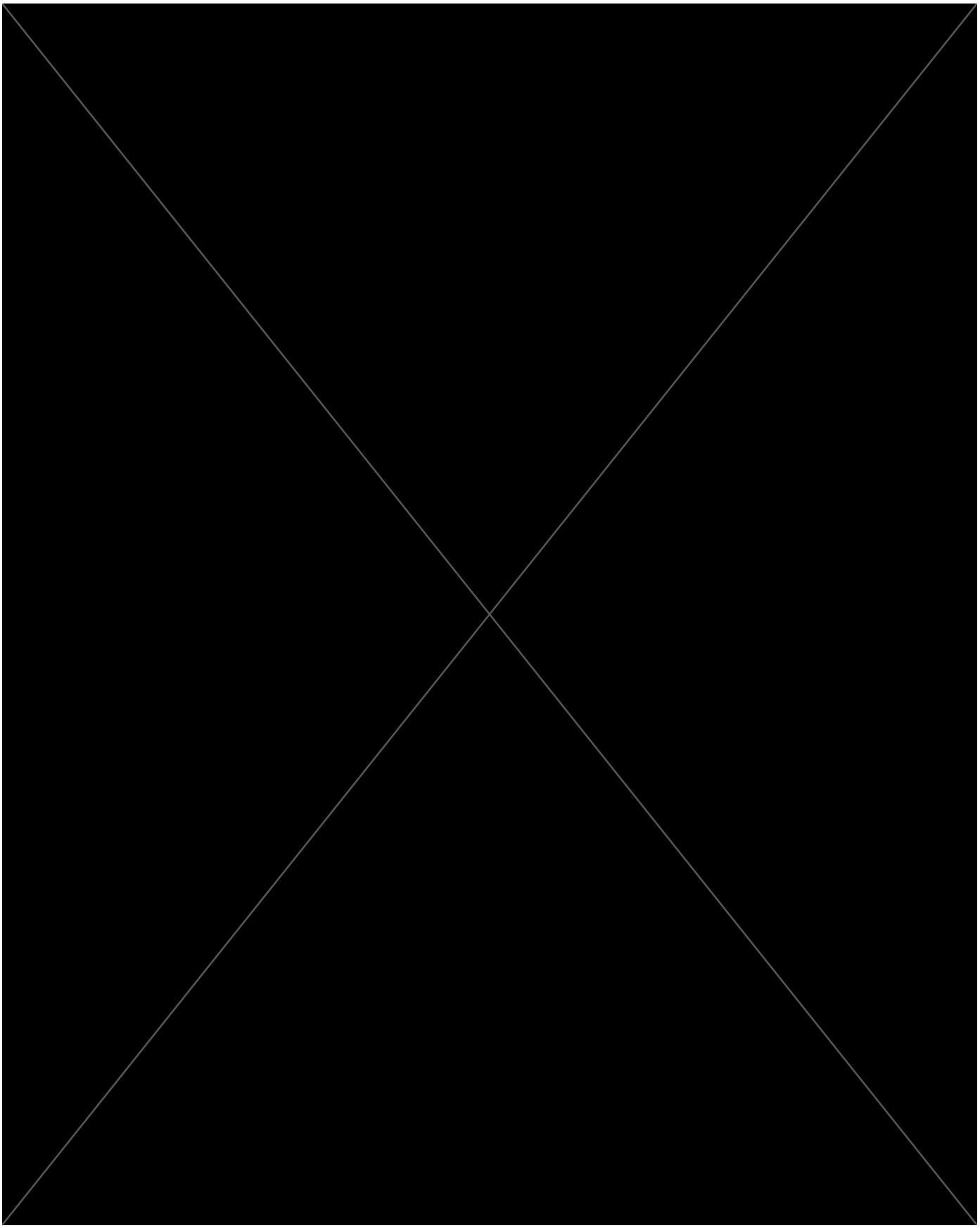
Verification

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

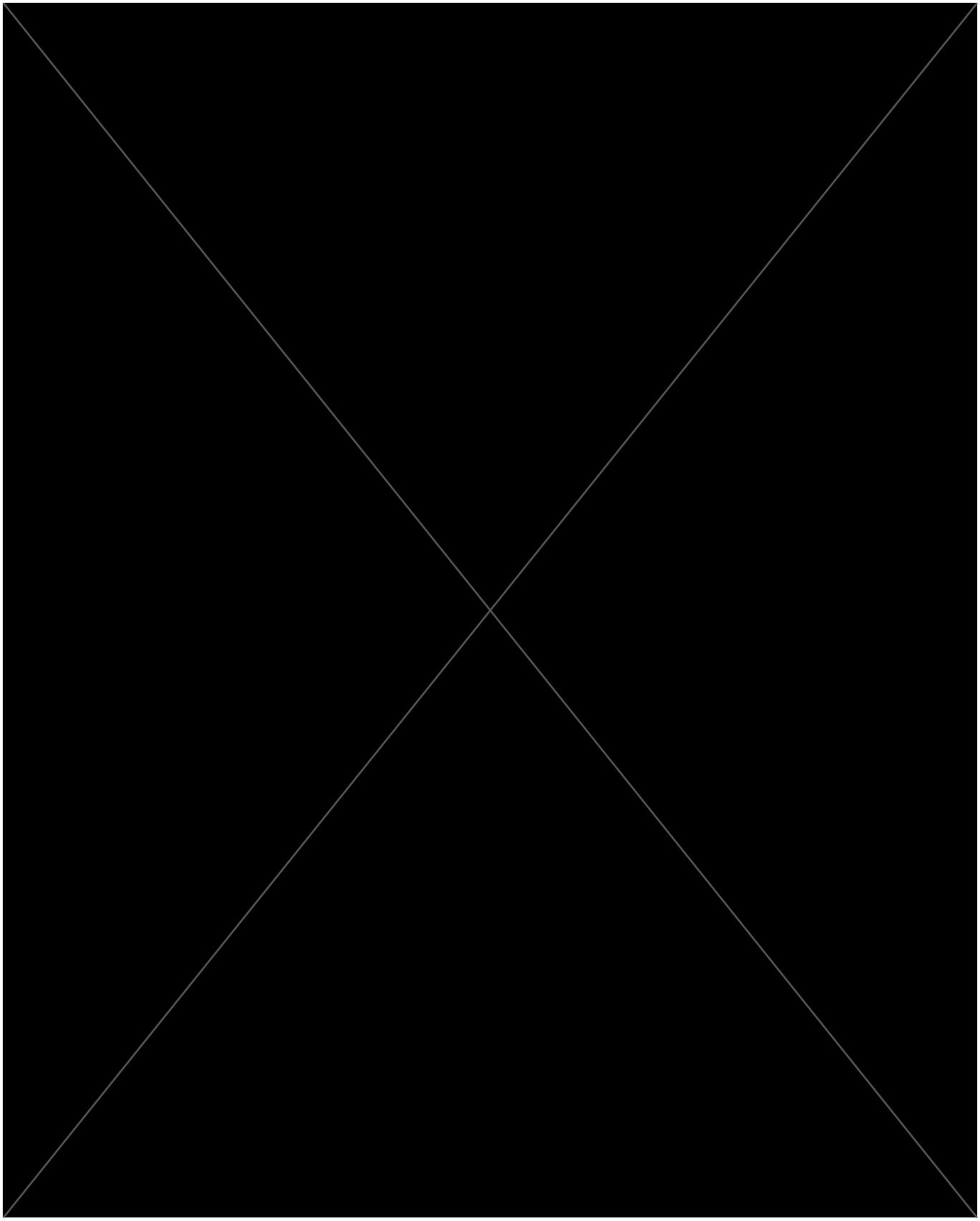
J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	12/26/22
Signature of Verifying Individual	**Verification Date**

Applicant has a thorough and compliant plan for receiving and coordinating information and certifications from registered certifying physicians recommending





medical cannabis products for patient and caregiver customers.



Status of Written Plan: Completed

Exhibit 16 – Point-of-Sale Responsibilities

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	12/26/22
Signature of Verifying Individual	**Verification Date**

Applicant's plan for point-of-sale ("POS") responsibilities will be driven by its Certified Dispensers ("CDs"), pursuant to **§ 20-2A-64(d)(3), Ala. Code 1975** and **Ala. Admin. Code, Reg. 538-x-8-.03(2)**. CDs will be guided by Applicant's Medical Advisory Board ("MAB"). The MAB is comprised of experts in medical, pharmaceutical and other important related fields who will formulate and develop Applicant's permissible educational and consultation objectives, including educational materials that Applicant plans to offer at its dispensaries upon approval. In any new industry, educating potential customers on the product is fundamental. In accordance with **Ala. Admin. Code, Reg. 538-x-8-.05(3)(d)**, Applicant will first and foremost, be an educator and trusted advisor, responding to patient and caregiver questions thoughtfully and compliantly, while offering instructions for safe and responsible use of all medical cannabis products offered at its dispensaries.

Applicant's management team has completed hundreds of thousands of responsible dispensing transactions in robust medical cannabis markets like Florida, where over 300,000,000 milligrams of THC can be dispensed to over 750,000 patients in as little as a week, per the Office of Medical Marijuana's Report dated December 2, 2022. Applicant's management team has a time-tested approach to POS responsibilities developed in Florida and Massachusetts, where the Commonwealth has selected METRC as its seed-to-sale tracking system. Applicant's team has a proven method of integrating its POS (Dutchie), METRC, and the patient portal in Massachusetts' medical cannabis market that it will replicate in Alabama.

Applicant will hire, train and empower its Certified Dispensers.

In accordance with **§ 20-2A-64(d)(3), Ala. Code 1975** and **Ala. Admin. Code, Reg. 538-x-8-.03(2)**, Applicant's CDs will always be on duty while a dispensing site is open and will oversee and bear ultimate responsibility for all sales of medical cannabis. Applicant's CDs will have a minimum of two years of education or experience in the fields of biology, biochemistry, chemistry, physiology, pharmacology, medicine, medical cannabis, nursing, pharmaceuticals, or a similar field and they will complete all required training, as required in **Ala. Admin. Code, Reg. 538-x-8-.03(3)-(4).** That includes the medical cannabis foundations training course and annual and ongoing trainings as described in **§ 20-2A-**

64(e)(1)-(2), Ala. Code 1975 and **Ala. Admin. Code, Reg. 538-x-8-.03(4)**, that address proper dispensing procedures, including the requirements of the Act and this Chapter, prevention of abuse and diversion of medical cannabis, and other topics related to public health, safety and good business practices relating to cannabis.

Applicant will offer private patient and caregiver consultations and maintain confidentiality.

As to patient consultation, in compliance with **Ala. Admin. Code, Reg. 538-x-8-.03(7)**, Applicant's CDs may, at the request of the patient or caregiver, provide instructions on proper administration and education on potential side effects, potential drug interactions, or aspects of medical cannabis. However, Applicant will train its CDs to 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. If and when a registered patient or caregiver solicits medical advice, Applicant's CDs will refer the patient or caregiver back to the registered certifying physician.

Notably, Applicant's facilities will reinforce its commitment to patient privacy and confidentiality. On that score, Applicant plans to construct separate consultation areas at its dispensaries in which CDs will conduct private one-on-one consultations with patients/caregivers. At the request of the registered patient or caregiver, Applicant's CDs may also conduct consultations at the point-of-sale stations. In turn, Applicant will also prevent overcrowding in its dispensaries. As required by **Ala. Admin. Code, Reg. 538-x-8-.05(3)(n)**, Applicant's CDs and security personnel will consistently ensure that the number of patients, caregivers and others on the premises at a dispensing site at any given time does not exceed a number more than can be reasonably monitored by the employees present in the retail area, and in no event will the total number of individuals on the premises exceed that permitted by the applicable fire code.

Applicant will implement protocols and train staff to maintain the confidentiality of patient information in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") requirements arising from or related to the dispensary's access to the Patient Registry and/or from any other source, as required in **Ala. Admin. Code, Reg. 538-x-8.05(3)(e)**, as further detailed in Exhibit 17.

Applicant will develop compliant, industry-leading patient educational materials

In furtherance of Applicant's ambition to far exceed the Commission's minimum criteria, if approved and upon request, CDs will provide educational materials covering allowed topics under **Ala. Admin. Code, Reg. 538-x-8-.03(7)**. All of Applicant's patient educational materials will be approved by Applicant's MAB and include the following:

- Instructions on proper administration for allowable products under **§ 20-2A-3, Ala. Code 1975** such as: "Patients should follow qualifying certifying physician's recommendation regarding dosage and use. First-time medical cannabis users should proceed with caution. Time of onset may vary, therefore a gradual increase in dosage is recommended. In the case of unwanted side effects, please contact your physician. In the case of a suspected overdose, seek immediate medical help, call 911, or contact the Poison Control Center."
- A list of potential side effects from reputable organizations such as Auburn University's Drug and Alcohol Prevention Program, which states that "cannabis" or "marijuana" can alter one's mood and perception; cautions that use may cause confusion and loss of coordination and that long-term use leads to tolerance and psychological dependence; warns that users may begin using other drugs and long-term use may cause damage to lung tissue and other illnesses; and warns that "marijuana" can contain higher levels of carcinogens than tobacco.
- An equally transparent list of potential drug-to-drug interactions, including the following information from a research study published by the Canadian Medical Association Journal called *Drug Interactions with cannabinoids:*
    - Cannabinoid levels can be increased by other medications that are metabolized by similar enzymes as THC.
    - Cannabinoids can affect levels of other drugs and patients/caregivers should consult with their registered certifying physician on these topics.
    - Additive effects can occur with other drugs and even alcohol.
    - There are potential "red flag" interactions with medications such as warfarin, clobazam, central nervous system depressants and sympathomimetics, theophylline, clozapine, and olanzapine.

- Explanation of medical cannabis product potency and differences in THC-content, such as guidance published in the Journal of Clinical Medicine in July 2022, in a study entitled *Medical Cannabis for Older Patients—Treatment Protocol and Initial Results*, wherein researchers suggest a "Start Low, Go Slow" approach for new medical cannabis patients.
- Pursuant to **Ala. Admin. Code, Reg. 538-x-2-.08(5)** and **Ala. Admin. Code, Reg. 538-x-2-.08(7)**, general instructions for storage of medical cannabis products to prevent theft, loss, or access by unauthorized persons by maintaining products in the original dispensing packaging with an unaltered label or in another container designed for storing medical cannabis provided by the Applicant.

In far exceeding the minimum required criteria set forth by the Commission, Applicant's educational materials will also include:

- A warning that cannabis has not been analyzed or approved by the U.S. Food and Drug Administration ("FDA"), that there is limited information on side effects, that there may be health risks associated with using medical cannabis, and that it should be kept away from children.
- Patient journals to help patients and caregivers track the medical cannabis products purchased and their effectiveness in treating qualifying medical conditions to inform discussions with their registered certifying physician.
- Referral information for local substance abuse treatment programs.
- A statement that patients and caregivers may not distribute cannabis to any other individual, and that any unused, excess, contaminated, or recalled product must be returned to the purchase location.
- Information regarding potential violations to avoid, including the prohibition against public consumption including at a dispensaries, pursuant to **§ 20-2A-64(d)(6), Ala. Code 1975, Ala. Admin. Code, Reg. 538-x-2-.08(8)-(11),** and **Ala. Admin. Code, Reg. 538-x-8-.02(6)(e)**, and against operating certain vehicles and machinery while under the influence of medical cannabis, pursuant to **Ala. Admin. Code, Reg. 538-x-2-.08(12)**.

- Information about Applicant's discount programs including hardship discounts for those struggling financially or receiving benefits, as well as veteran discounts and a certification offset program to help new medical cannabis patients.

Applicant will have a hotline and email box staffed by a Certified Dispenser.

Applicant plans to have CDs on call to answer any allowable patient/caregiver questions via telephone. Applicant will also maintain a general email box for questions, to which responses will be provided within 24 hours for less urgent matters. Furthermore, Applicant will provide patients and caregivers with the contact information of Children's of Alabama's Poison Control Center, the Alabama Department of Mental Health's Substance Abuse Treatment Provider Directory, 911, 988, and other relevant public health agency contact information, to further provide responses to patient or caregiver questions.

Applicant will comply with all requirements for point-of-sale verifications and recordkeeping.

Pursuant to **§ 20-2A-64(e)(3)(a), Ala. Code 1975** and **Ala. Admin. Code, Reg. 583-x-8-.03(5)**, prior to dispensing medical cannabis, Applicant, acting through a CD or employee supervised by a CD, will confirm that the patient or caregiver holds a valid medical cannabis card, and that the dispensing conforms to the physician's recommendation and will not exceed the amount recommended for the 60-day daily dosage purchasing limit. In accordance with **§ 20-2A-64(e)(b)-(d), Ala. Code 1975, § 20-2A-54, Ala. Code 1975** and **Ala. Admin. Code, Reg. 583-x-8-.03(6)**, CDs will also enter into the Patient Registry and METRC (either manually or through use of POS, Dutchie) the name and medical cannabis card number of the patient or caregiver, the name and contact info of the registered certifying physician, the amount and type of medical cannabis being dispensed and the date and time, as well as the physician's dosing comments and maximum daily dosage recommendation. Finally, as required by **Ala. Admin. Code, Reg. 583-x-8-.03(8**), at the time required by law, the CD or another dispensary employee acting under the supervision of the CD, will allocate the appropriate sum for satisfaction of taxes as may be levied against the sale.

Status of Written Plan: Completed

Exhibit 17 – Confidentiality of Patient Information

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	12/26/22
Signature of Verifying Individual	**Verification Date**

Applicant's dispensing and cybersecurity policies and procedures exceed the

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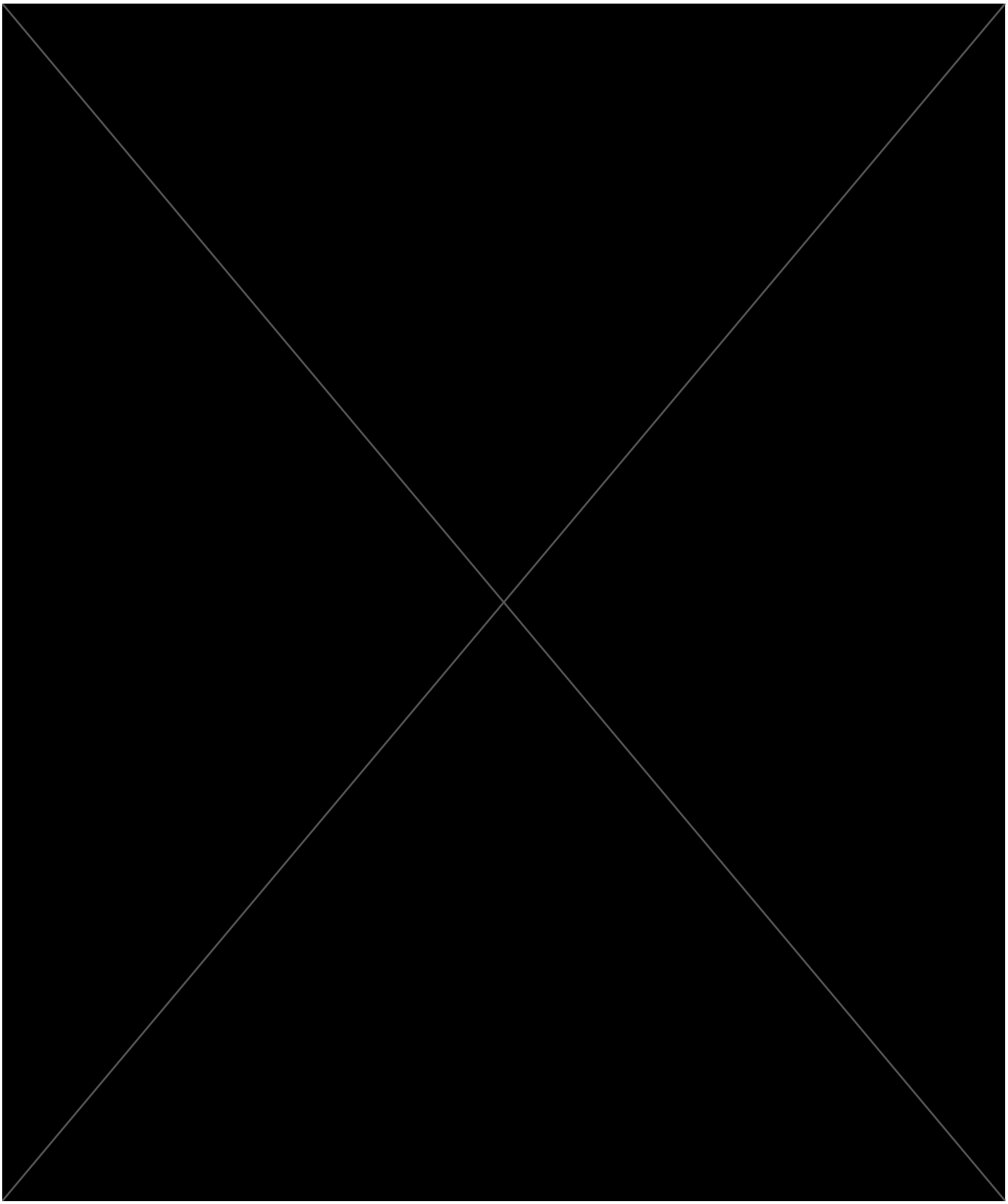

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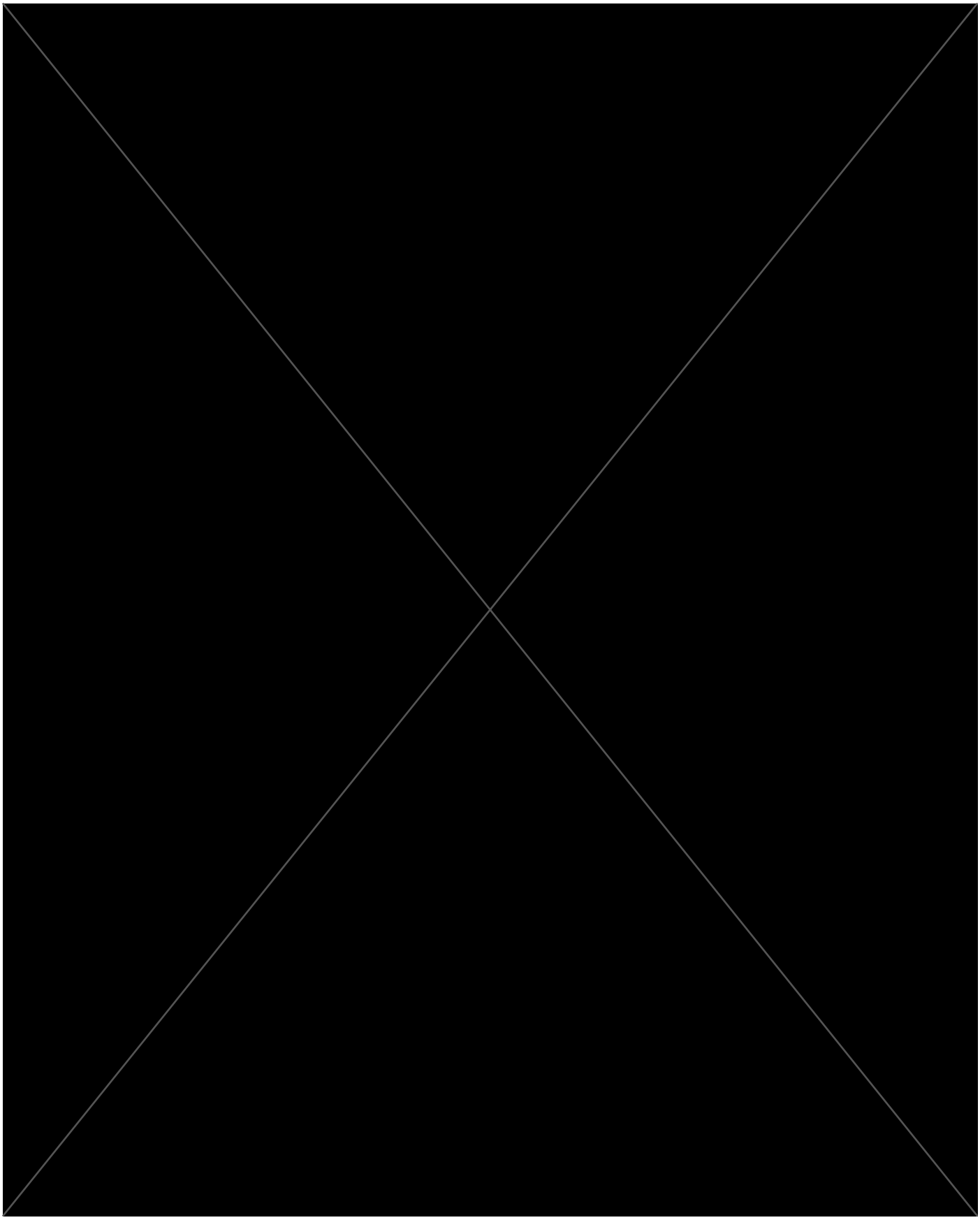
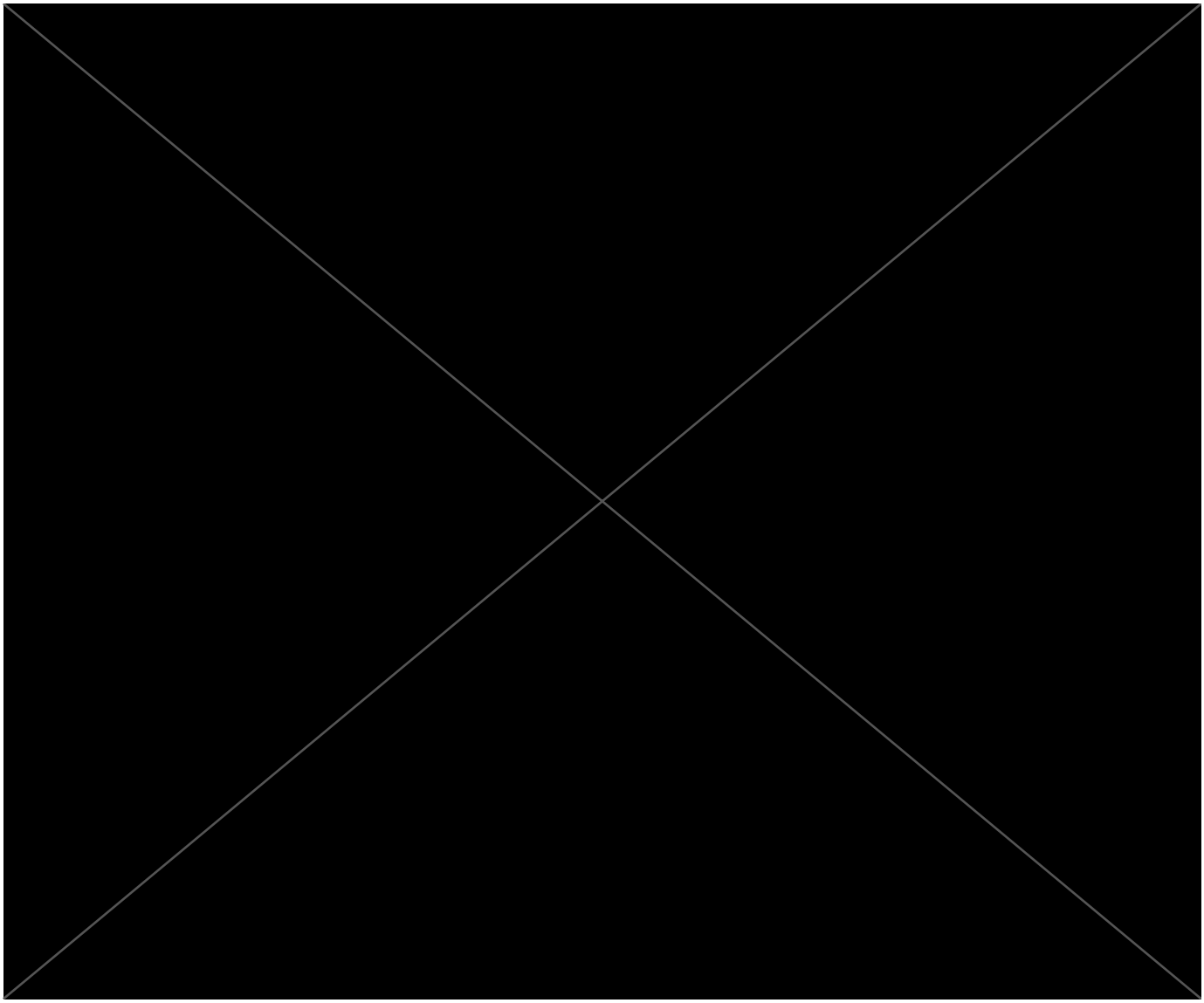


Applicant's technical safeguards will ensure confidentiality.



Status of Written Plan: Completed

Exhibit 18 – Money Handling and Taxes

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
J. Gregory Allen	12/26/22
Signature of Verifying Individual	**Verification Date**

Pursuant to all applicable Alabama Medical Cannabis Commission ("Commission") regulations, including, but not limited to **Ala. Admin. Code, Reg. 538-x-08-.05(3)(h),** Applicant has developed the following plan for handling money and allocating and remitting taxes as required by any local, state or federal agency.

Retail Management Responsibilities

Applicant's Retail Department management team consists of retail managers, retail assistant managers, and retail leads. Together, this team is responsible for ensuring the smooth and compliant operation of each dispensing facility including the procedures they will use to open/close cash registers, create deposits, and to handle cash.

Opening Registers

Each day, retail managers will remove cash drawers from the vault and verify each has an opening till balance pre-determined by management. Once the drawer has been verified, the manager will open the drawer within METRC for business and move the drawers to the sales floor.

Deposit Creation

After preparing cash drawers for the day, the opening retail manager will prepare the daily deposit for the previous day by verifying the previous day's count during closing. A deposit slip and bag will be prepared along with an end of day report that will be filed with other business records pursuant to Applicant's record keeping policies. Each of Applicant's dispensing facilities will use a Cash Counting Machine to ensure that all currency prepared for deposit is authentic, and that all cash deposits are accurate. Deposits are then to be placed into the safe within the vault and recorded on the appropriate deposit form to be verified when accessed for cash transport.

Cash Handling Procedures

In accordance with **Ala. Admin. Code, Reg. 538-x-08-.05(3)(m)(10)**, Applicant will comply with the following protocols for moving cash securely within its facilities:

- Cash is to be locked securely in the vault at all times unless being transported to the bank or used for dispensary operations.
- Management level employees and authorized Security Team staff will have access to cash assets.

- Registers will remain locked at all times unless being accessed to complete a transaction.
- Each drawer is opened by management with a balance pre-determined by management. These counts are performed at the open and close of business each day.
- Bills will be placed face up in the correct denomination slot. Cash is counted back at time of transaction in front of patient.
- Staff will alert retail manager on duty when a cash drop is needed. Manager on duty must follow all drop-safe procedures. Cash drops are conducted as needed.
- All retail transactions are processed under video surveillance and may be reviewed in the event that an incident occurs relating to cash handling or inventory accuracy.
- Cash tendered and change returned is counted within full view of the facility's surveillance cameras.

Closing Registers

Retail managers will close out registers at the end of each business day. Customers should not be in facility at time of closing registers to prevent diversion of cash assets. Once each drawer is collected, cash will be transported to a secure room where it will be counted for end of day reporting in METRIX. Once each drawer has been zeroed back to the amount pre-determined by management for the starting balance for the next day, the earnings from each register are deposited into the cash recycling machine where they are secured until opening of business the following day.

Currency Validation

All bills over $20 shall be authenticated at the point of sale with a currency testing pen. The retail manager or retail lead will make the final decision regarding the validity of currency. Applicant's Cash Counting Machine also validates currency authenticity while counting and rejects any bills deemed counterfeit. Bills that have been deemed counterfeit in this manner after they have been accepted will be provided to local law enforcement.

Change

Applicant's dispensaries maintain change cash of approximately 20% of the rolling 30-day average daily sales on hand for change. Requests for additional change cash are made by Applicant's retail managers and are recorded using a Change Request Form. The

change cash is counted by two different members of Retail Department management who sign off on a Transportation Verification Form once they have confirmed the quantity of change received. Completed Change Request Forms and Transportation Verification Forms are then submitted to the Security Team for filing and retention.

Closing Reports

At the close of business each day, the retail managers will compare the cash receipts and point-of-banking (debit) reports to the sales report to ensure that cash collected, and sales processed are balanced. The assistant manager on duty will verify the manager's count. Both the manager and the assistant manager sign off on the accuracy of the sales report. Any variances greater than $10 are reported to Applicant's leadership team.
The sales reports are then filed with the corresponding bank deposit slip. Physical and electronic copies of the sales report are stored for the Accounting and Finance Department to review and enter into QuickBooks.

Secure Storage

Each retail location is equipped with an on-site secure locked safe located in a restricted area that is used exclusively for the purpose of securing cash. Areas where cash is kept, handled, and packaged are covered by the facility's video surveillance system, which will record the entirety of such areas.

Cash Deposits

At the end of each business day, the retail manager will complete a bank deposit slip for the cash collected. The cash and bank deposit slip are then sealed and stored in an approved, insured safe in a restricted area that is under constant video surveillance. Bank deposits will be collected by a cash transport service licensed pursuant to applicable law and transported to one of the Alabama financial institutions where Applicant has an account. The cash transport service prepares a report documenting that amount of cash transport which is reviewed and signed by the retail manager and the cash transport courier. A copy of the cash transport report is filed electronically.

Third-Party Cash Transportation

Cash transportation couriers shall use locking bags to secure deposits during transport and conduct all transportation of currency in unmarked vehicles. Applicant will

never transport cash and cannabis or medical cannabis in the same vehicle. Couriers will be required to call the facility prior to their arrival so that a member of the Security Team can verify that the individual requesting access to the facility is an authorized courier. Once Applicant has confirmed the courier's identity, Applicant will grant access to the facility through, and they will sign into the facility following Applicant's visitor access procedures.

Tax Remittance

Applicant will remit taxes in compliance with its comprehensive Tax Plan. In summary, Applicant will pay all applicable income taxes, including:

- Federal Income Tax: Applicant will timely file IRS Form 1065 (U.S. Return of Partnership Income), including all applicable schedules (e.g., Schedules K-1), by the annual filing deadline.
- State Income Tax: Under the default rules, Applicant also would be treated as a partnership for Alabama state income tax purposes, in which case Applicant generally would not owe Alabama state income tax at the entity level. If, however, Applicant makes a timely election to be subject to Alabama's state income tax at the entity level Applicant would be subject to Alabama income tax on its taxable income apportioned to Alabama and would submit estimated tax payments.

Applicant will pay all applicable business privilege taxes, including:

- Alabama Business Privilege Tax: Applicant will apply for a Business Privilege License and will file Alabama Form PPT and pay an annual Alabama Business Privilege Tax of $0.25-$1.75 per $1,000 of its net worth (i.e., the sum of its capital accounts) apportioned to Alabama (max. $15,000) as of January 1 each year.
- Alabama Medical Cannabis Privilege Tax: Applicant will also pay an annual Alabama Medical Cannabis Privilege Tax of $0.25-$1.75 per $1,000 of its net worth (i.e., the sum of its capital accounts) apportioned to Alabama (max. $15,000) as of January 1 each year.

Applicant will pay all applicable sales taxes, including*:*

- Retail Sales (General): Applicant will collect Alabama sales tax at a rate of 4% on the gross proceeds of retail sales of tangible personal property made by it in Alabama, in

accordance with **§ 40-23-2(1), Ala. Code 1975**, and will file and remit such sales taxes using the MAT platform by the 20th of the month for the preceding month's liability.

- Retail Sales (Medical Cannabis): Applicant will also collect Alabama medical cannabis sales tax at a rate of 9% on the gross proceeds of retail sales of medical cannabis made by it in Alabama.

  Finally, Applicant will pay all applicable payroll taxes, including:

- Federal Payroll Taxes: Applicant will report required federal withholding and payments for federal income tax, social security tax and Medicare tax by filing IRS Form 941, Employer's Quarterly Federal Tax Return, each quarter. Applicant will report its federal unemployment tax by filing IRS Form 940, Employer's Annual Federal Unemployment (FUTA) Tax Return, by January 31 of each year and will make deposits of such payments quarterly. Applicant will file an IRS Form W-2, Wage and Tax Statement, for each applicable employee for whom federal taxes were withheld with the Social Security Administration by January 31 of each calendar year. Applicant will comply with all federal backup withholding requirements in accordance with 26 U.S.C. 3406.
- State Payroll Taxes: Applicant will apply for an Alabama Withholding Tax Code Number with the Alabama Department of Revenue and will file gross income taxes withheld as well as contributions for unemployment insurance, healthcare subsidies, workforce deployment, disability insurance, and family leave insurance monthly.

Status of Written Plan: Completed

Exhibit 19 – Standard Operating Plan and Procedures

Verification

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

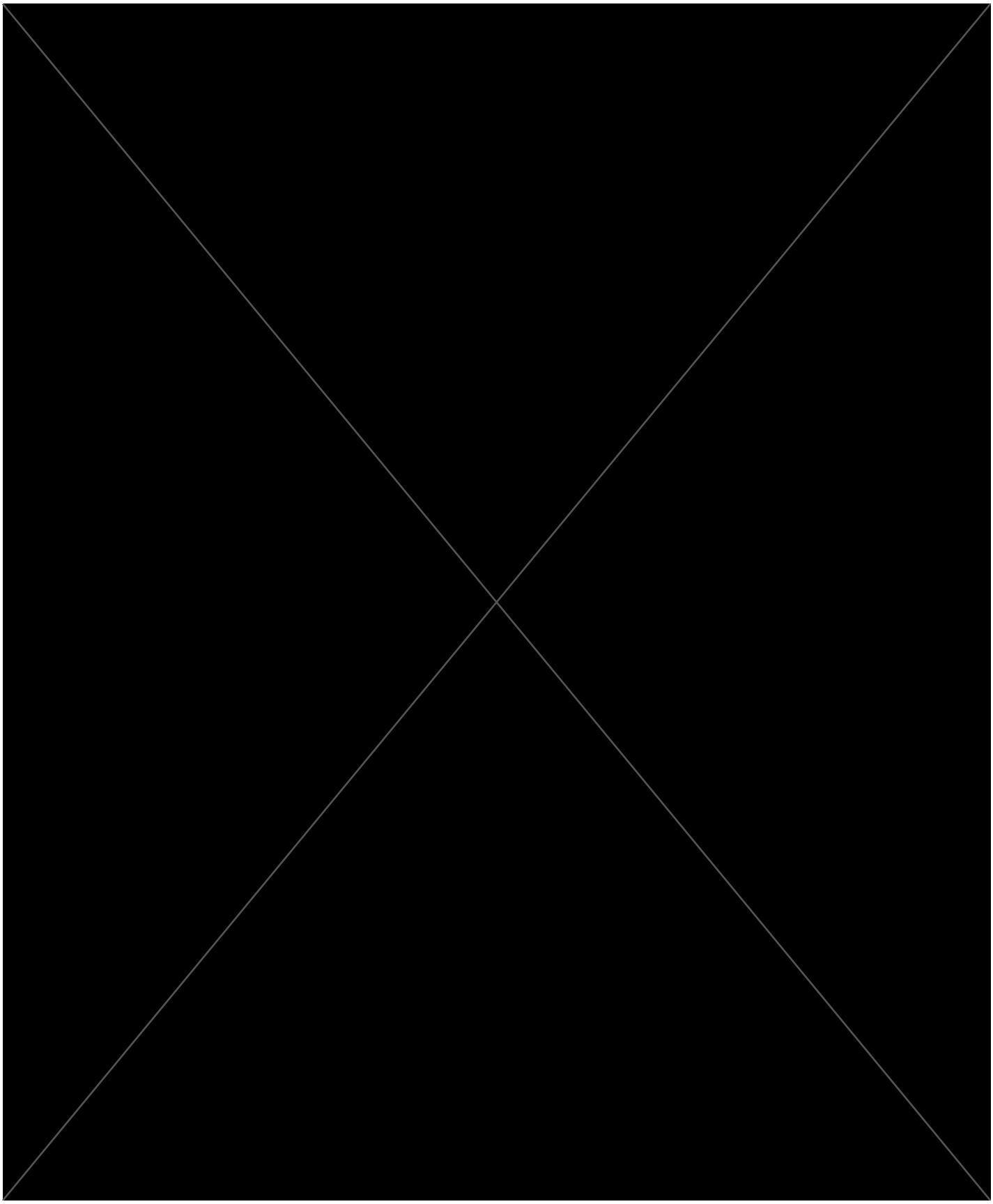
J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	12/26/22
Signature of Verifying Individual	**Verification Date**

[redacted]

19.1 – IT Plan

[redacted]

[redacted]



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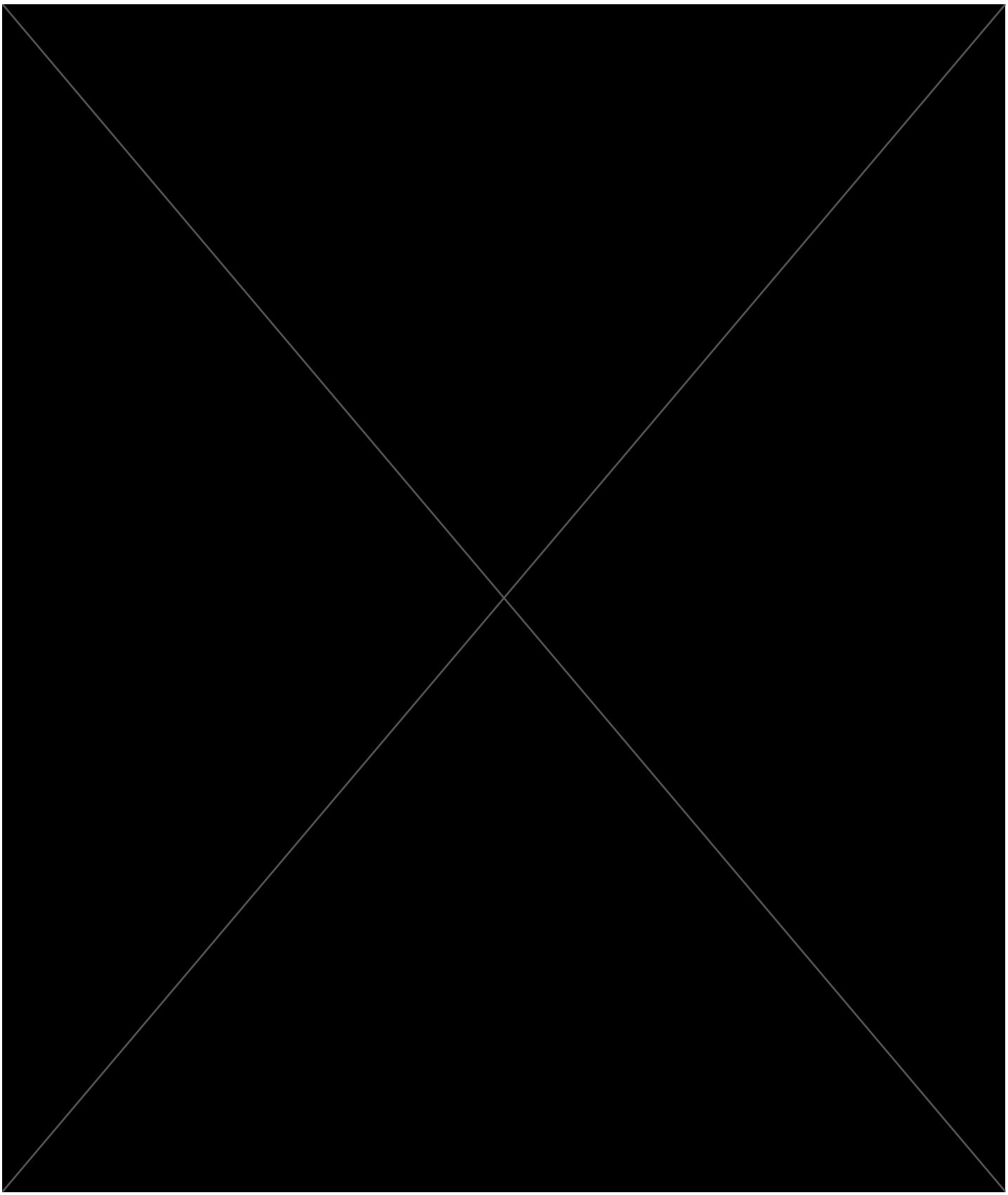

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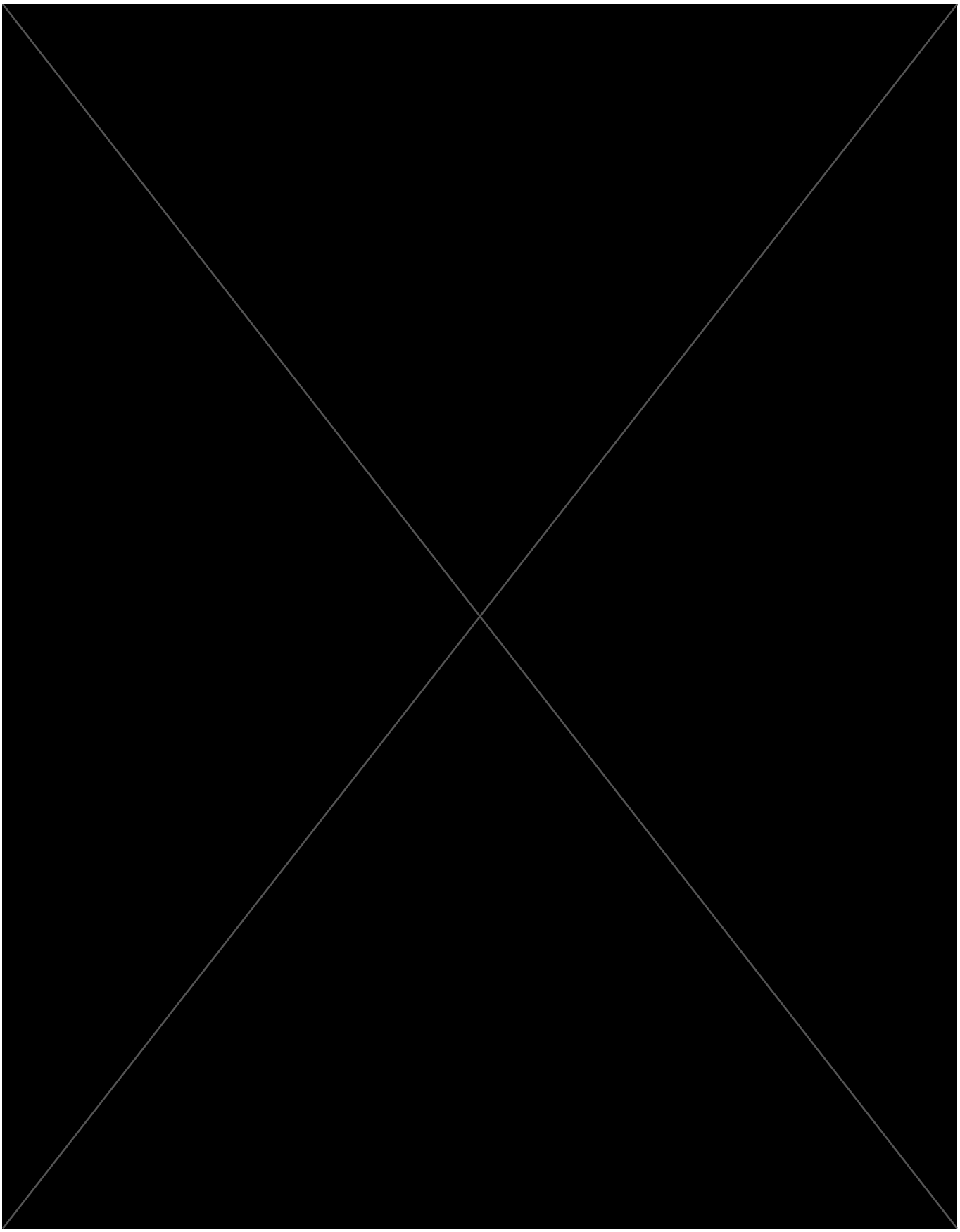
License Type: Integrated Facility



[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Status of Written Plan: Completed

"I, the undersigned J. Gregory Allen, hereby verify the enclosed Standard Operating Plan."

J. Gregory Allen Owner

Printed Name of Verifying Official/ Title of Verifying Official

12/26/22

Signature of Verifying Official Verification/ Date

Exhibit 20 – Policies and Procedures Manual

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	12/26/22
Signature of Verifying Individual	**Verification Date**

Summary

The attached exhibit contains Insa Alabama, LLC's ("Applicant") Policies and Procedures Manual for all operations and functions at its Integrated Facility. These Policies and Procedures are complete and actionable for use in an Alabama Integrated Facility. These Policies and Procedures were meticulously developed and written – with a singular focus on Alabama – by Applicant's team of leaders, which include:

- The founding partners of a prominent Alabama law firm that grew from a single storefront in Montgomery to the nation's leading experts on pharmaceutical and medical device safety. Their expertise in pharmaceutical safety contributes to the rigor of these Policies and Procedures.
- The founders of Insa, a medical cannabis company with a spotless record, free of fines, violations, or discipline – an extreme rarity among large multiple-state companies. Insa operates medical cannabis cultivation and production facilities across the state line in Polk County, Florida, Massachusetts and Pennsylvania, and employs hundreds who contributed their knowledge of patient and worker safety and Certified Good Manufacturing Practices (cGMP) production to these Policies and Procedures.
- The Applicant's medical advisors, [redacted] will bring his world-renowned knowledge of prescription compliance to oversee Applicant's quality controls. Other medical advisors include an award-winning pulmonologist with over 44 years of experience [redacted] Combined, the Applicant's medical advisors will oversee patient safety, patient registry and certification compliance among other aspects of these Policies and Procedures.
- The Applicant's Certified Dispensers, who exceed the qualifications under Ala. Admin. Code Reg. 583-x-8-.03, including a licensed retail pharmacist with over a decade of experience, an experienced product manufacturing Quality Control Technician, and a seasoned medical practice administrator. They will oversee all dispensary staff's implementation of these Policies and Procedures.

- Applicant's Security leaders and Secure Transport Drivers, who include multiple combat veterans, [redacted] They will oversee all security and transport aspects of these Policies and Procedures.

Developed, tested, and inspired by this assemblage of experts, these procedures contain the necessary intricacies of producing quality medical cannabis products that are free from any contaminants. Additionally, the Manual creates the standards that Applicant expects our employees to follow with respect to maintaining strict adherence to the Rules and Regulations established by the Alabama Medical Cannabis Commission.

[redacted]

[redacted]

The detailed SOPs for the Applicant are attached to this Exhibit. See attached SOPs (Identified as Policies and Procedures Manual– Attachment to Exhibit 20).

Status of Written Plan: Completed

"I, the undersigned J. Gregory Allen, hereby verify the enclosed Policies and Procedures Manual."

J. Gregory Allen Owner

Printed Name of Verifying Official/ Title of Verifying Official

12/26/22

Signature of Verifying Official Verification/ Date

Exhibit 21 – Production and Manufacturing Process

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	3/1/23
Signature of Verifying Individual	**Verification Date**

21.1 – Identify which of the approved types of medical cannabis will be produced at each facility where cannabis is to be processed.

Applicant has determined that it has the expertise necessary in pharmaceutical products, medical devices, and medical cannabis products to produce high quality, consistent and reliable medical cannabis products in the following formulations: [redacted]

21.2 – Provide a summary of the manufacturing processes and methods to be utilized to produce each product, including the machinery, equipment, materials, and personnel necessary to produce each product.

Applicant has the experience necessary to make high quality, consistent medical cannabis products in [redacted]

[redacted] *The summary of the manufacturing processes for these products are summarized below, including the necessary equipment materials and personnel needed to make these products for Alabama medical cannabis patients.*

[redacted]

Exhibit 22 – Machinery and Equipment

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	12/26/22
Signature of Verifying Individual	**Verification Date**

22.1 – Sales contracts and receipts, lease agreements or other documentation demonstrating possessory interest in all machinery and equipment to be used in the cultivation and processing of medical cannabis.

[redacted]

[redacted]

22.2 – Specifications and operations manuals of all machinery and equipment to be used in the cultivation and processing of medical cannabis.

[redacted]

[redacted]

[redacted]

Exhibit 23 – Receiving and Shipping Plan

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
Signature of Verifying Individual	12/26/22 **Verification Date**

[redacted]

[redacted]

23.1 - At time of receipt of any incoming batches of cannabis, Applicant will ensure those batches are appropriately prepared, tagged, or otherwise identified, and inserted into secure containers.

[redacted]

[redacted]

23.2 – Upon arrival at the production facility, Applicant will ensure any batches and containers of cannabis have been QR coded or otherwise digitally coded to identify, at a minimum, the originating licensee and facility, plant tag identification number, date of harvest, and the date of the cultivator's State Laboratory testing approval.

[redacted]

[redacted]

23.3 – Applicant will ensure incoming cannabis is accompanied by the secure transporter's manifest and other appropriate documentation, confirm the information thereon is accurate and verify that the manifest has been duly executed by all appropriate parties.

[redacted]

[redacted]

23.4 – Applicant will log into the Statewide Seed-to-Sale Tracking System all information from the QR code or other digital code relating to incoming cannabis, as well as the date and time of arrival.

[redacted]

[redacted]

23.5 – Applicant will appropriately package and label all individual batches of medical cannabis products before shipping them from the production facility and insert those batches into secure containers prior to transport.

[redacted]

[redacted]

23.6 – Applicant will QR code all batches and containers shipping out from the production facility to identify, at a minimum, the Integrated Facility, the type of product, date of processing and packaging, and the date of Applicant's State Laboratory testing approval(s).

[redacted]

[redacted]

23.7 – Applicant will ensure that all outgoing medical cannabis is accompanied by a transport manifest and other appropriate documentation, ensure that the information therein is accurate, and ensure that it is executed by all appropriate parties.

[redacted]

[redacted]

23.8 – Applicant will log into the Statewide Seed-to-Sale Tracking System all information from the QR code relating to the outgoing medical cannabis, as well as the date and time of shipment.

[redacted]

[redacted]

[redacted]

Exhibit 24 – Secure Transport Vehicles

Verification

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

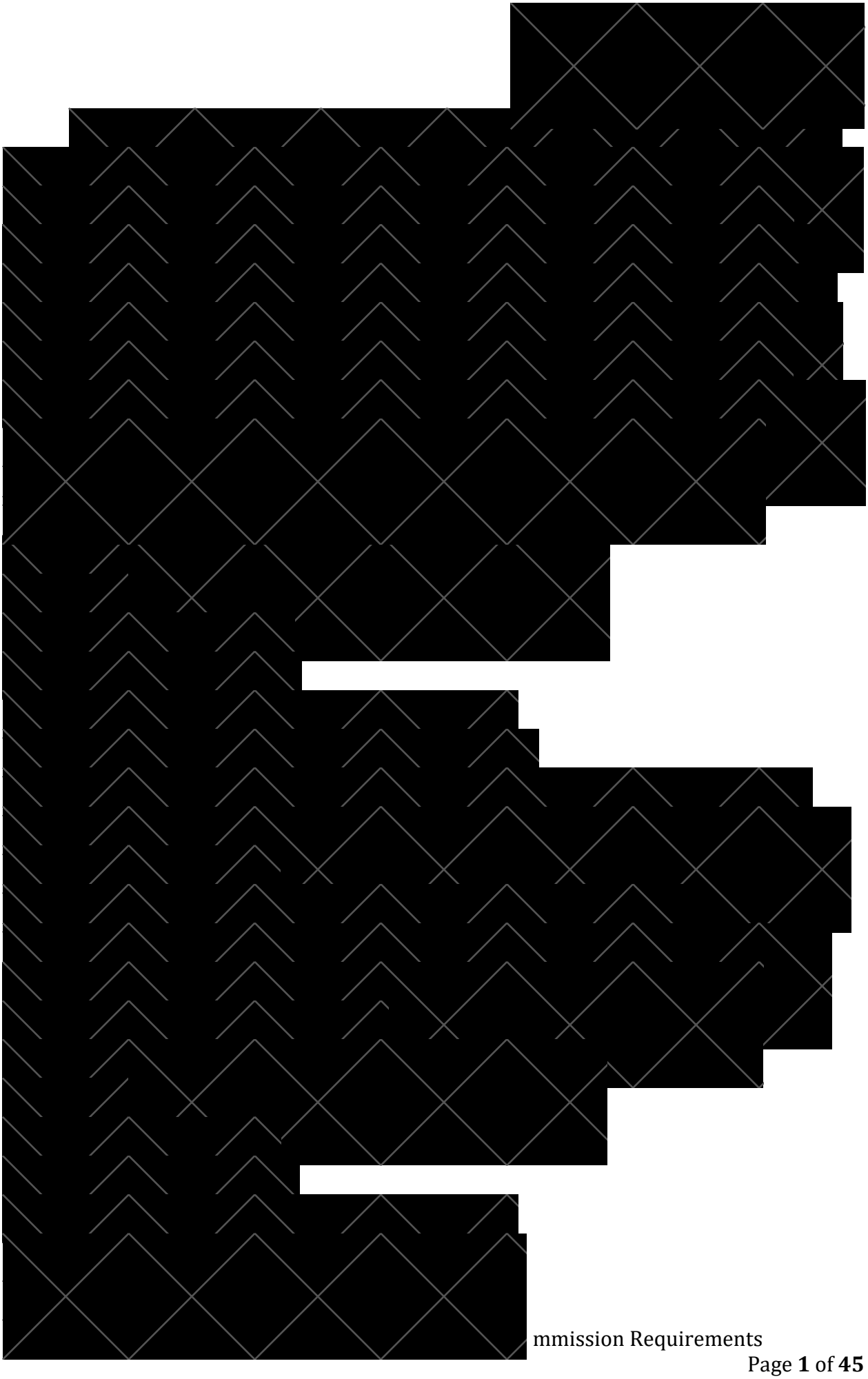
J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	3/1/23
Signature of Verifying Individual	**Verification Date**

Exhibit 25 – Compliance with Alabama Public Service Commission Requirements

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	12/26/22
Signature of Verifying Individual	**Verification Date**



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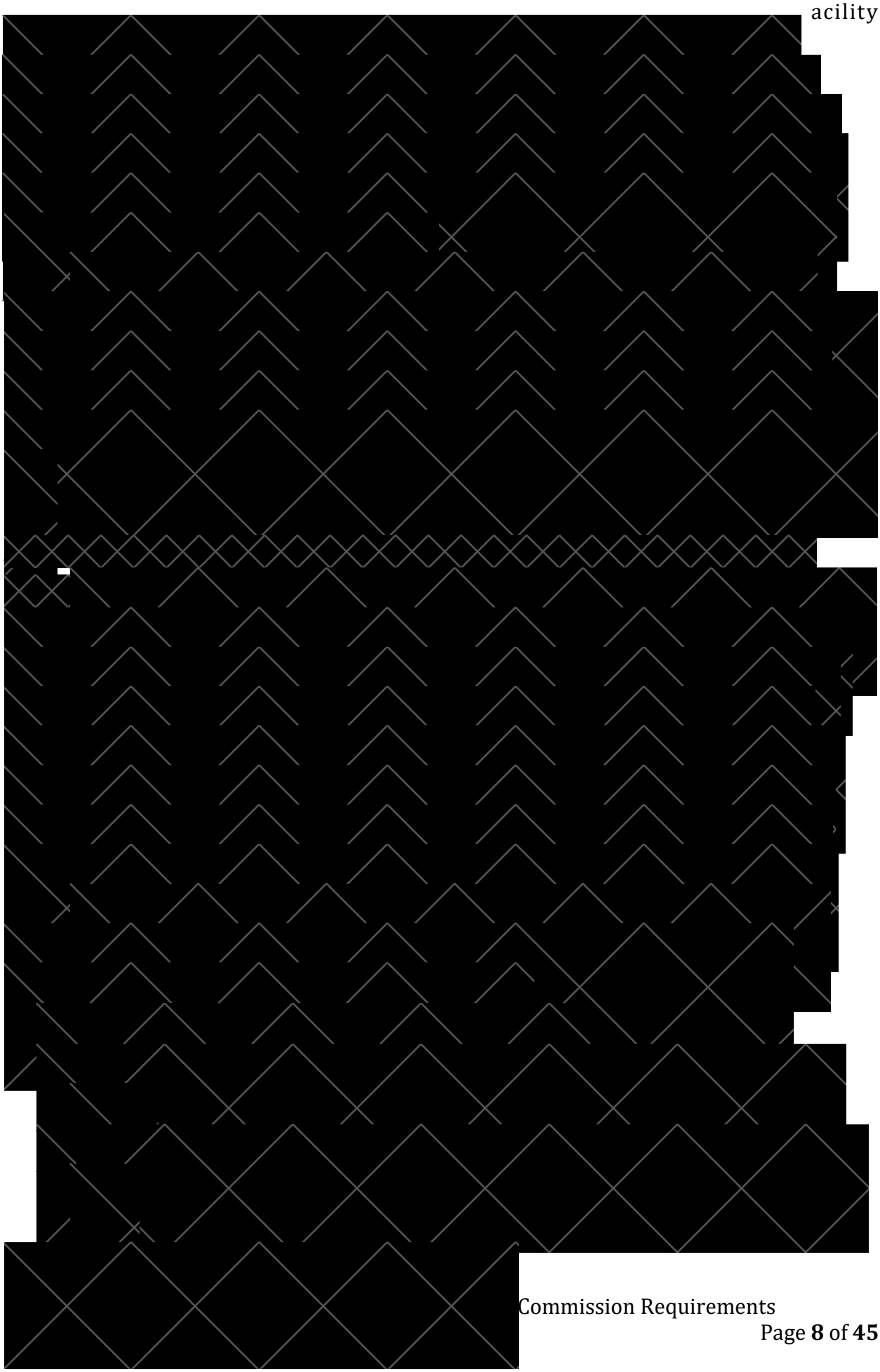

[redacted] cility [redacted] te, [redacted] days prior to the date of receipt by the APSC of the authorization and replacement.

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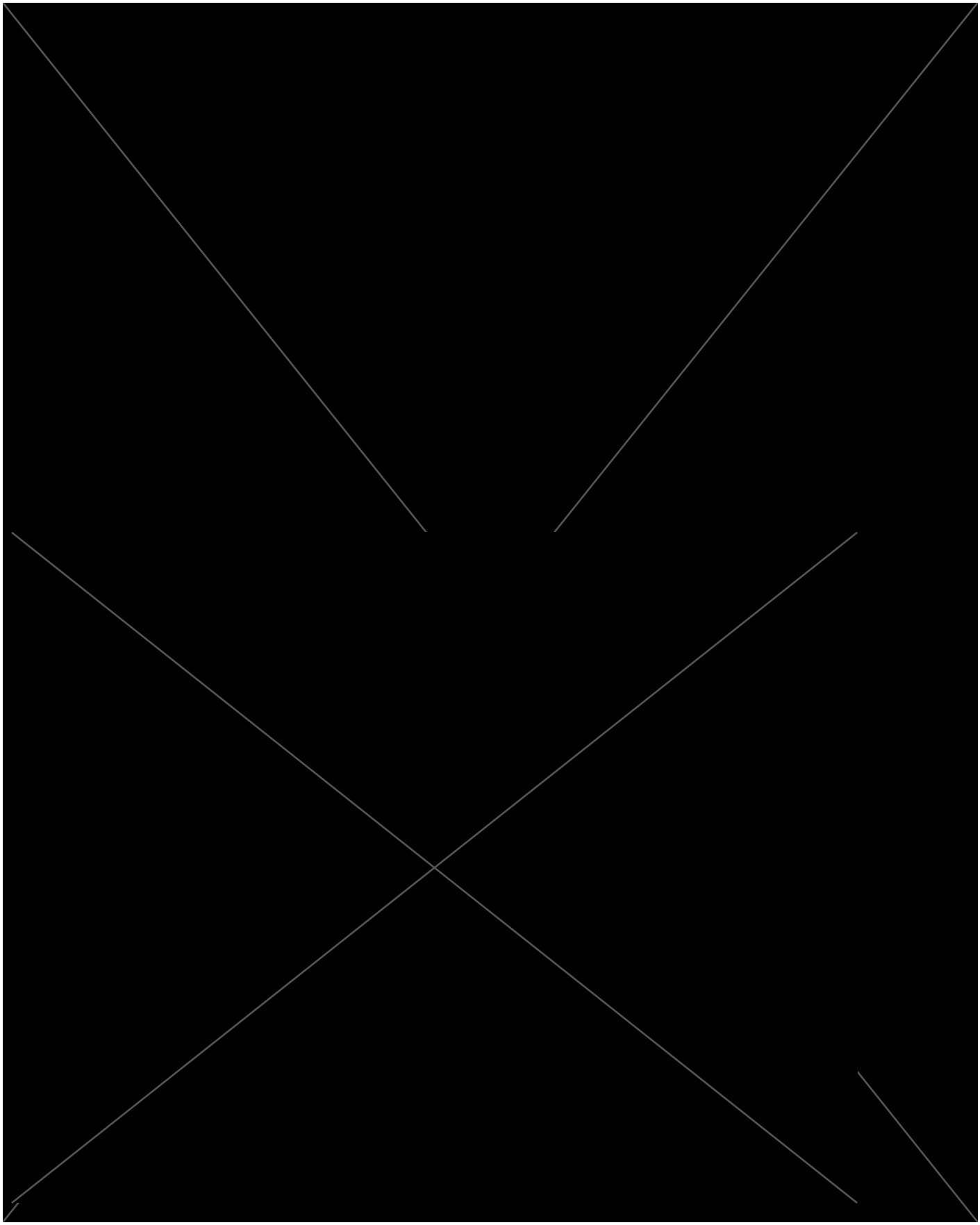

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Exhibit 25 – Compliance with Alabama Public Service Commission Requirements

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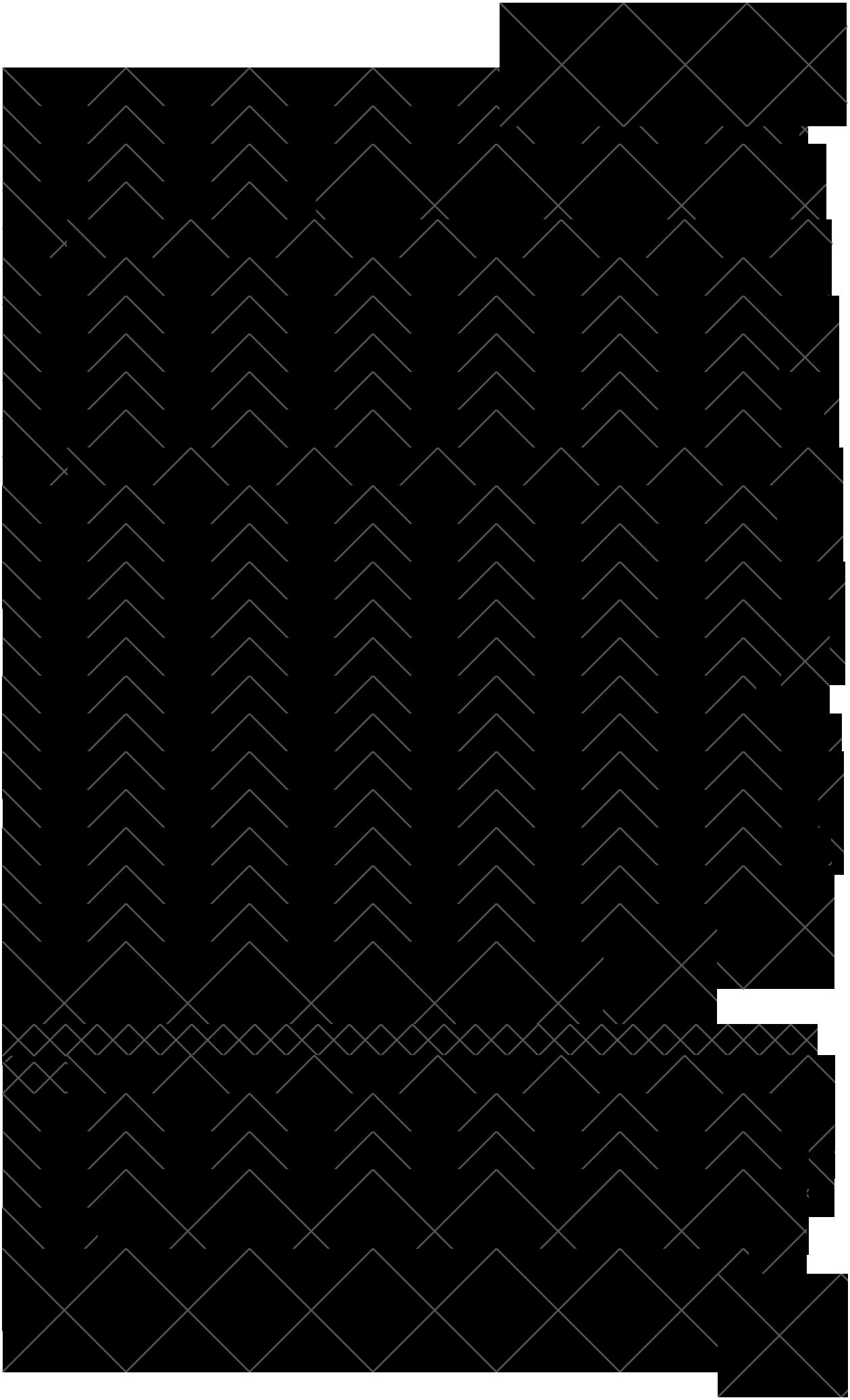


[redacted]

"The undersigned hereby verifies the Applicant is in compliance with Alabama Public Service Commission requirements for motor carriers":

J. Gregory Allen Owner

Printed Name of Verifying Official/ Title of Verifying Official

12/26/22

Signature of Verifying Official Verification/ Date

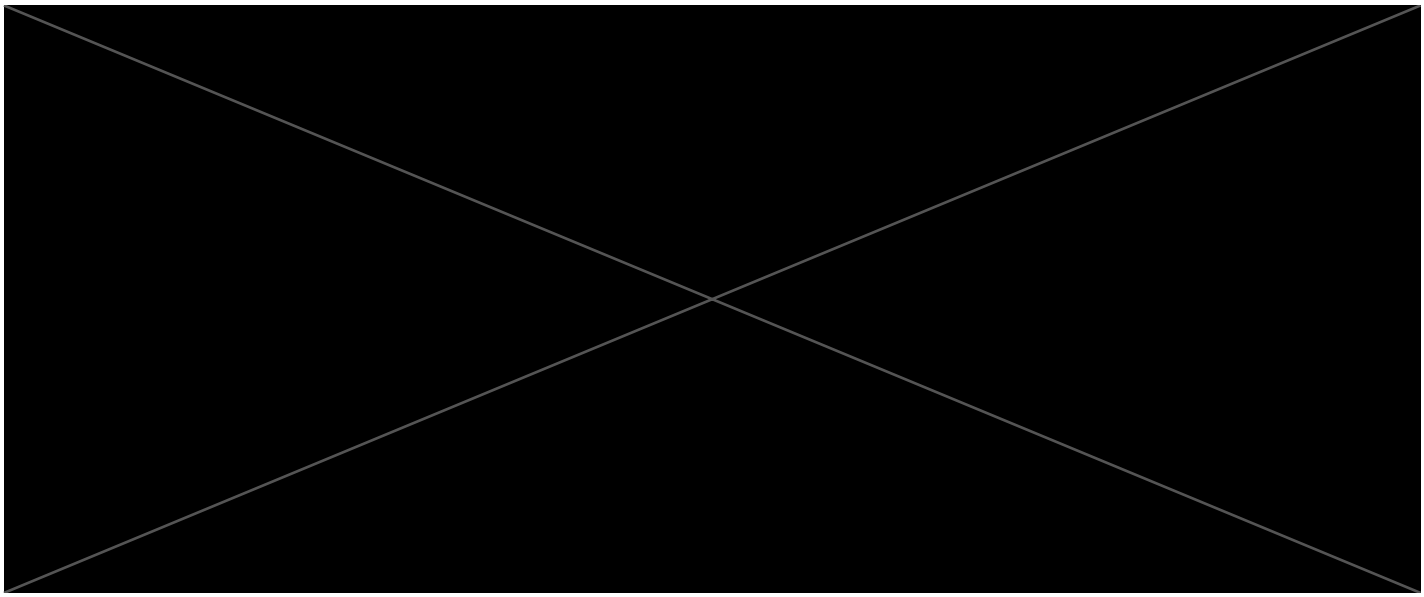
[redacted]

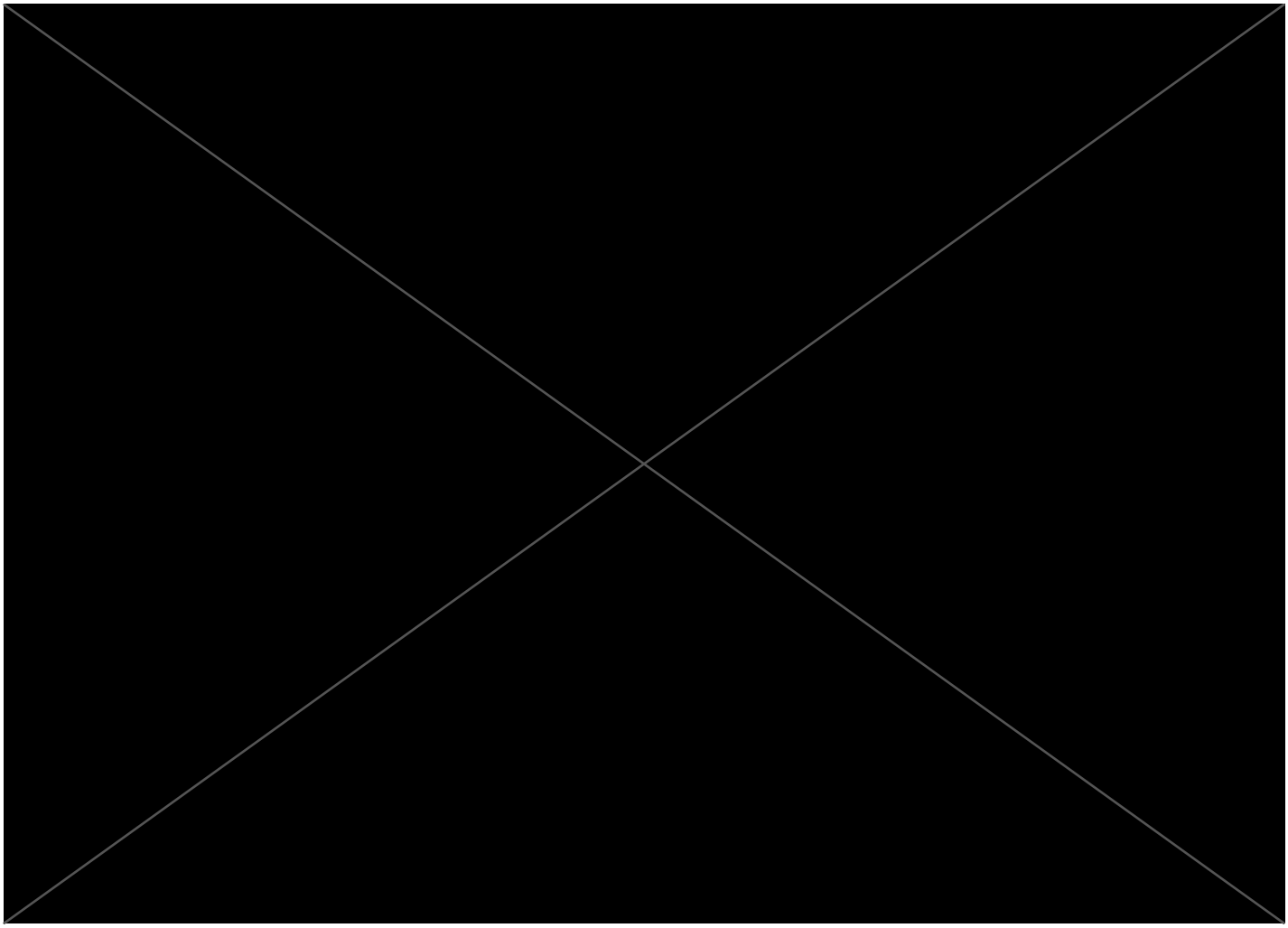
Exhibit 26 – Commercial Driver's License

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
Signature of Verifying Individual	12/26/22 **Verification Date**





Requisite Training and Compliance with All Laws

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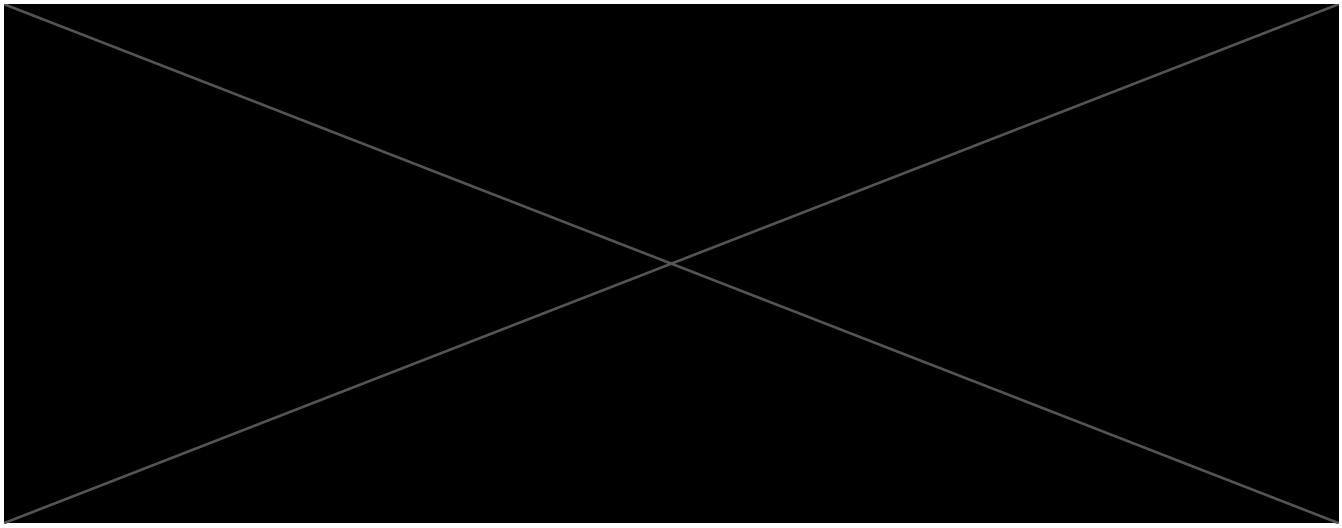

Verification

The undersigned verifies that all vehicles and drivers have the requisite training and shall maintain compliance with federal, state and local laws applicable to them at all times while employed as a driver.

J. Greg Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	12/22/22
Signature of Verifying Individual	**Verification Date**

Status of Written Plan: Completed

Exhibit 27 – Fleet Summary

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
Signature of Verifying Individual	12/26/22 **Verification Date**

[redacted]

[redacted]

Exhibit 28 – Care and Maintenance of Vehicles

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
J. Gregory Allen	12/26/22
Signature of Verifying Individual	**Verification Date**

Pursuant to **Ala. Admin. Code, Reg. 538-x-7-.03(2)(8)(c) (viii)**, and all other applicable Alabama Medical Cannabis Commission ("Commission") regulations, Applicant has developed the following protocols ("Protocols") for the care and maintenance of all vehicles used for transporting medical cannabis. The Protocols describe the Applicant's policies and procedures for ensuring that Applicant's fleet of vehicles are properly cared for inspected and maintained at all times [redacted]

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

Applicant's primary vehicle care and maintenance objectives and the specific protocols to achieve those objectives are described below.

[redacted]

- [redacted]
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- [redacted]

Status of Written Plan: Completed

Exhibit 29 – Route Plans

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	12/26/22
Signature of Verifying Individual	**Verification Date**

Applicant's [redacted] Applicant will accomplish this by [redacted] Applicant's [redacted]

Applicant expects the majority of its routes to be between [redacted] Any other routes will be [redacted] in accordance with Applicant's [redacted] Applicant *already* has [redacted]

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

[redacted]

Using the processes described above, examples of Applicant's route plans [redacted] are as follows:

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Status of Written Plan: Completed

Exhibit 30 – Plan for Segregation of Processes Within and Transportation Between Facilities

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
J Gregory Allen	12/26/22
Signature of Verifying Individual	**Verification Date**

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Exhibit 31 – Facilities

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	3/1/23
Signature of Verifying Individual	**Verification Date**

31.1 Facility Name and Type

Facility 1:

- Facility Name: Montgomery Cultivation Facility
- Facility Type: Cultivation Facility

Facility 2:

- Facility Name: Montgomery Processing Facility
- Facility Type: Processing Facility

Facility 3:

- Facility Name: Montgomery Dispensing Site
- Facility Type: Dispensing Site (Retail Facility)

Facility 4:

- Facility Name: Dothan Dispensing Site
- Facility Type: Dispensing Site (Retail Facility)

Facility 5:

- Facility Name: Opelika Dispensing Site
- Facility Type: Dispensing Site (Retail Facility)

Facility 6:

- Facility Name: Birmingham Dispensing Site
- Facility Type: Dispensing Site (Retail Facility)

Facility 7:

- Facility Name: Mobile Dispensing Site
- Facility Type: Dispensing Site (Retail Facility)

31.2 Physical Address & GPS Coordinates of Facility

Facility 1: Montgomery Cultivation Facility

- Physical Address:
  - 6030 Perimeter Pkwy, Montgomery, AL 36116
- GPS Coordinates:
  - 32° 18’ 1.044’’ N 86° 12’ 24.051’’ W

Facility 2: Montgomery Processing Facility

- Physical Address:
  - 6030 Perimeter Pkwy, Montgomery, AL 36116
- GPS Coordinates:
  - 32° 18’ 1.044’’ N 86° 12’ 24.051’’ W

Facility 3: Montgomery Dispensing Site

- Physical Address:
  - 6030 Perimeter Pkwy, Montgomery, AL 36116
- GPS Coordinates:
  - 32° 18’ 1.044’’ N 86° 12’ 24.051’’ W

Facility 4: Dothan Dispensing Site

- Physical Address:
  - 4630 Montgomery Hwy, Dothan, AL 36303
- GPS Coordinates:
  - 31° 16’ 5.32’’ N 85° 26’ 43.491’’ W

Facility 5: Opelika Dispensing Site

- Physical Address:
  - 2002-2004 Marvyn Parkway, Opelika, AL 36803
- GPS Coordinates:
  - 32° 37’ 42.887’’ N 85° 22’ 17.787’’ W

Facility 6: Birmingham Dispensing Site

- Physical Address:
  - 714 29th St South, Birmingham, AL 35233
- GPS Coordinates:
  - 33° 30’ 39.774’’ N 86° 47’ 12.709’’ W

Facility 7: Mobile Dispensing Site

- Physical Address:
  - 7900 Airport Blvd, Mobile, AL 36608
- GPS Coordinates:
  - 30° 40’ 57.14’’ N 88° 13’ 38.83’’ W

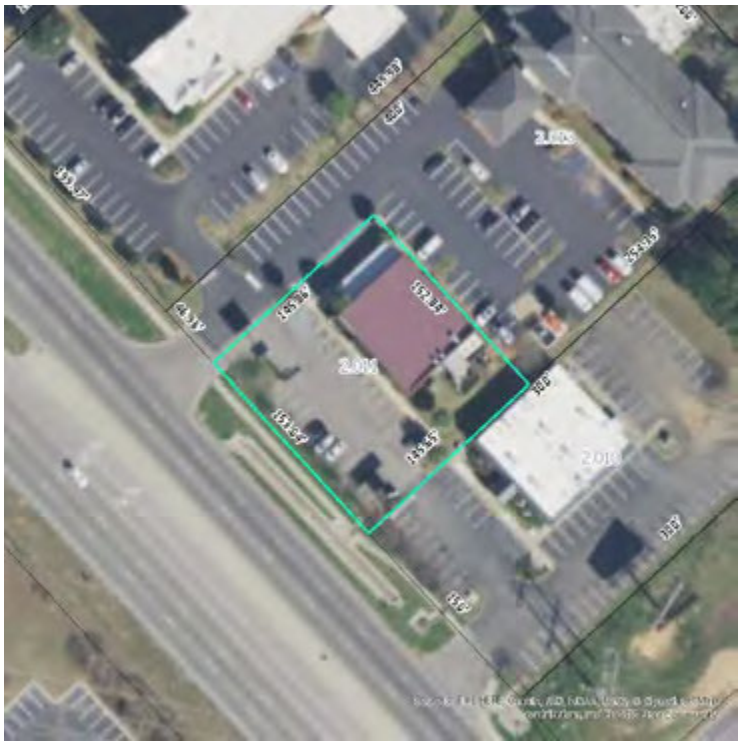
31.3 Aerial Photograph of Facility

Facility 1: Montgomery Cultivation Facility:

Facility 2: Montgomery Processing Facility:

Facility 3: Montgomery Dispensing Site:

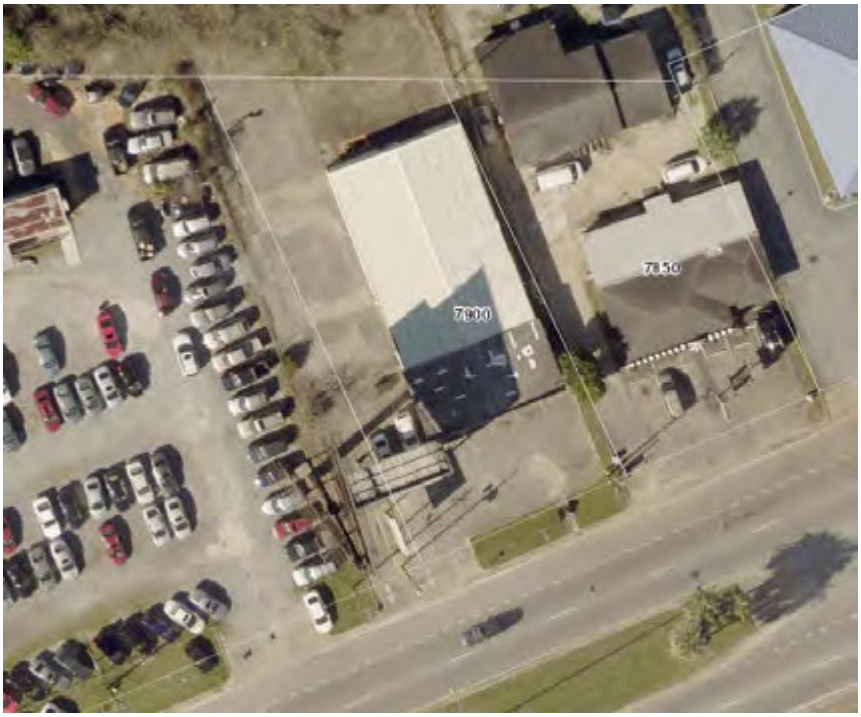
Facility 4: Dothan Dispensing Site:



Facility 5: Opelika Dispensing Site:

Facility 6: Birmingham Dispensing Site:

Facility 7: Mobile Dispensing Site:



31.4 Proof of Authorization to Occupy Property

Facility 1: Montgomery Cultivation Facility

Insa Alabama, LLC has a lease to occupy the property from 130 Commerce, LLC. 130 Commerce LLC currently owns the property via a warranty deed. Attached documents include:

1. Lease From 130 Commerce, LLC to Insa Alabama, LLC (identified as "Montgomery Lease – Attachment to Exhibit 31, Section 31.4")
2. Warranty Deed to 130 Commerce, LLC (identified as "Montgomery Deed – Attachment to Exhibit 31, Section 31.4")

Facility 2: Montgomery Processing Facility

Insa Alabama, LLC has a lease to occupy the property from 130 Commerce, LLC. 130 Commerce LLC currently owns the property via a warranty deed. Attached documents include:

1. Lease From 130 Commerce, LLC to Insa Alabama, LLC (identified as "Montgomery Lease – Attachment to Exhibit 31, Section 31.4")
2. Warranty Deed to 130 Commerce, LLC (identified as "Montgomery Deed – Attachment to Exhibit 31, Section 31.4")

Facility 3: Montgomery Dispensing Site

Insa Alabama, LLC has a lease to occupy the property from 130 Commerce, LLC. 130 Commerce LLC currently owns the property via a warranty deed. Attached documents include:

1. Lease From 130 Commerce, LLC to Insa Alabama, LLC (identified as "Montgomery Lease – Attachment to Exhibit 31, Section 31.4")
2. Warranty Deed to 130 Commerce, LLC (identified as "Montgomery Deed – Attachment to Exhibit 31, Section 31.4")

Facility 4: Dothan Dispensing Site

Insa Alabama, LLC has a lease to occupy the property from 130 Commerce, LLC. 130 Commerce, LLC is currently under contract the purchase the property from the current owner by way of assignment from J. Gregory Allen. Note J. Gregory Allen was under contract to purchase the property from the current owner and assigned his interest in that agreement to 130 Commerce, LLC. Attached documents include:

1. Lease From 130 Commerce, LLC to Insa Alabama, LLC (identified as "Dothan Lease – Attachment to Exhibit 31, Section 31.4")
2. Assignment of Purchase and Sale Agreement from J. Gregory Allen to 130 Commerce, LLC (identified as "Dothan Assignment of P&S Agreement – Attachment to Exhibit 31, Section 31.4")
3. Purchase and Sale Agreement between J. Gregory Allen and current owner (identified as "Dothan P&S Agreement – Attachment to Exhibit 31, Section 31.4")

Facility 5: Opelika Dispensing Site

Insa Alabama, LLC has a lease to occupy the property from 130 Commerce, LLC. 130 Commerce, LLC is currently under contract to purchase the property from the current owner. Attached documents include:

1. Lease From 130 Commerce, LLC to Insa Alabama, LLC (identified as "Opelika Lease – Attachment to Exhibit 31, Section 31.4")
2. Purchase and Sale Agreement between 130 Commerce, LLC and current owner (identified as "Opelika P&S Agreement – Attachment to Exhibit 31, Section 31.4")

Facility 6: Birmingham Dispensing Site

Insa Alabama, LLC has a lease to occupy the property from 130 Commerce, LLC. 130 Commerce, LLC is currently under contract to purchase the property from the current owner. Attached documents include:

1. Lease From 130 Commerce, LLC to Insa Alabama, LLC (identified as "Birmingham Lease – Attachment to Exhibit 31, Section 31.4")
2. Purchase and Sale Agreement between 130 Commerce, LLC and current owner (identified as "Birmingham P&S Agreement – Attachment to Exhibit 31, Section 31.4")

Facility 7: Mobile Dispensing Site

Insa Alabama, LLC has a lease to occupy the property from 130 Commerce, LLC. 130 Commerce, LLC currently has an option to lease the property from Three Fingers Inc. Three Fingers Inc is currently under contract to purchase the property from the current owner. Attached documents include:

1. Lease From 130 Commerce, LLC to Insa Alabama, LLC (identified as "Mobile Lease – Attachment to Exhibit 31, Section 31.4")
2. Option to lease between 130 Commerce, LLC and Three Fingers Inc (identified as "Mobile Option Agreement – Attachment to Exhibit 31, Section 31.4")
3. Purchase and Sale Agreement Between Three Fingers Inc and current owner (identified as "Mobile P&S Agreement – Attachment to Exhibit 31, Section 31.4")

31.5 – Local Jurisdiction Approvals

Facility 1: Montgomery Cultivation Facility

Applicant is locating its Cultivation Facility at 6030 Perimeter Parkway, Montgomery, AL. This site is zoned as an M-1 (light Industry) Residential Zoning District allowing the cultivation of medical cannabis by right. **See attached Montgomery Zoning Letter (identified as "Montgomery Zoning Letter for Cannabis Cultivation and Processing Operations at the Montgomery Site- Attachment to Exhibit 31, Section 31.5")**, from the City of Montgomery evidencing zoning compliance for an Integrated Facility at 6030 Perimeter Parkway, Montgomery, AL. The proposed Cultivation Facility is located 1,000 feet from schools, daycares, and childcare facilities, **see attached Radius Maps (identified as "1,000 Foot Radius Maps- Attachment to Exhibit 31, Section 31.5")**

Facility 2: Montgomery Processing Facility

Applicant is locating its Processing Facility at 6030 Perimeter Parkway, Montgomery, AL. This site is zoned as an M-1 (light Industry) Residential Zoning District allowing the processing of medical cannabis by right. **See attached Montgomery Zoning Letter (identified as "Montgomery Zoning Letter for Cannabis Cultivation and Processing**

Operations at the Montgomery Site- Attachment to Exhibit 31, Section 31.5"), from the City of Montgomery evidencing zoning compliance for an Integrated Facility at 6030 Perimeter Parkway, Montgomery, AL. The proposed Processing Facility is located 1,000 feet from schools, daycares, and childcare facilities, **see attached Radius Maps (identified as "1,000 Foot Radius Maps- Attachment to Exhibit 31, Section 31.5")**

Facility 3: Montgomery Dispensing Site

Applicant is locating a Dispensing Site at 6030 Perimeter Parkway, Montgomery, AL. This site is zoned as an M-1 (light Industry) Residential Zoning District allowing the dispensing of medical cannabis by right. **See attached Montgomery Zoning Letter (identified as "Montgomery Zoning Letter for Cannabis Cultivation and Processing Operations at the Montgomery Site- Attachment to Exhibit 31, Section 31.5")**, from the City of Montgomery evidencing zoning compliance for an Integrated Facility at 6030 Perimeter Parkway, Montgomery, AL, and **see attached Montgomery Ordinance (identified as "Montgomery Ordinance No. 63-2021 Approving Cannabis Dispensary Operations- Attachment to Exhibit 31, Section 31.5")** The proposed Dispensing Site is located 1,000 feet from schools, daycares, and childcare facilities, **see attached Radius Maps (identified as "1,000 Foot Radius Maps- Attachment to Exhibit 31, Section 31.5")**

Facility 4: Dothan Dispensing Site

Applicant is locating a Dispensing Site at 4630 Montgomery Highway, Dothan, AL. This site is zoned B-2 (Highway Commercial) allowing the dispensing of medical cannabis by right. **See attached Dothan Zoning Letter (identified as "Dothan Zoning Letter authorizing Cannabis Dispensary Operations at the Dothan Site- Attachment to Exhibit 31, Section 31.5")**, from the City of Dothan evidencing zoning compliance for a Dispensing Site at 4630 Montgomery Highway, Dothan, AL, and **see attached Dothan Ordinance (identified as "Dothan Ordinance No. 2022-290 Authorizing the Operation of Medical Cannabis Dispensing Sites- Attachment to Exhibit 31, Section 31.5")** The proposed Dispensing Site is located 1,000 feet from schools, daycares, and child care facilities, **see**

attached Radius Maps (identified as "1,000 Foot Radius Maps- Attachment to Exhibit 31, Section 31.5").

Facility 5: Opelika Dispensing Site

Applicant is locating a Dispensing Site at 2002/2004 Marvyn Parkway, Opelika, AL. This site is zoned C-3 (General Commercial) with a GC-P (Gateway Corridor- Primary) overlay. Medical dispensaries are an approved conditional use in all commercial and industrial zoning districts including the foregoing. **See attached Opelika Zoning Letter (identified as "Opelika Zoning Letter for Cannabis Dispensary Operations at the Opelika Site- Attachment to Exhibit 31, Section 31.5")**, from the City of Opelika evidencing zoning compliance for a Dispensing Site at 2002/2004 Marvyn Parkway, Opelika, AL, and **see attached Opelika Ordinance (identified as "Opelika Ordinance No. 028-22 Authorizing the Operation of Medical Cannabis Dispensing Sites- Attachment to Exhibit 31, Section 31.5"**). The proposed Dispensing Site is located 1,000 feet from schools, daycares, and childcare facilities, **see attached Radius Maps (identified as "1,000 Foot Radius Maps- Attachment to Exhibit 31, Section 31.5")**

Facility 6: Birmingham Dispensing Site

Applicant is locating a Dispensing Site at 714 29th Street, Birmingham, AL. This site is zoned B-2 (General Business) where medical dispensaries are a permitted use with conditions. **See attached Birmingham Zoning Letter (identified as "Birmingham Zoning Letter for Cannabis Dispensary Operations at the Birmingham Site- Attachment to Exhibit 31, Section 31.5")**, from the City of Birmingham evidencing zoning compliance for a Dispensing Site at 714 29th Street, Birmingham, AL, and **see attached Birmingham Ordinance (identified as "Birmingham Ordinance No. 22-142 Authorizing the Operation of Medical Cannabis Dispensaries- Attachment to Exhibit 31, Section 31.5").** The proposed Dispensing Site is located 1,000 feet from schools, daycares, and childcare facilities, **see attached Radius Maps (identified as "1,000 Foot Radius Maps- Attachment to Exhibit 31, Section 31.5")**

Facility 7: Mobile Dispensing Site

Applicant is locating a Dispensing Site at 7900 Airport Blvd., Mobile, AL. This site is zoned B-3 (Community Business) where medical dispensaries are a permitted use by right. **See attached Mobile Zoning Letter (identified as "Mobile Zoning Letter for Cannabis Dispensary Operations at the Mobile Site- Attachment to Exhibit 31, Section 31.5")**, from the City of Mobile evidencing zoning compliance for a Dispensing Site at 7900 Airport Blvd., Mobile, AL, and **see attached Mobile Ordinance (identified as "Mobile Ordinance No. 2022-01-062 Authorizing the Operation of Medical Cannabis Dispensing Sites- Attachment to Exhibit 31, Section 31.5"**). The proposed Dispensing Site is located 1,000 feet from schools, daycares, and childcare facilities, **see attached Radius Maps (identified as "1,000 Foot Radius Maps- Attachment to Exhibit 31, Section 31.5")**

<u>31.6 – Blueprint of Facility</u>

Facility 1: Montgomery Cultivation Facility

The blueprint for the facility identified in 31.1 above is attached hereto (identified as "Blueprint – Montgomery Facility – Attachment to Exhibit 31, Section 31.6").

Facility 2: Montgomery Processing Facility

The blueprint for the facility identified in 31.1 above is attached hereto (identified as "Blueprint – Montgomery Facility – Attachment to Exhibit 31, Section 31.6").

Facility 3: Montgomery Dispensing Site

The blueprint for the facility identified in 31.1 above is attached hereto (identified as "Blueprint – Montgomery Facility – Attachment to Exhibit 31, Section 31.6").

Facility 4: Dothan Dispensing Site

The blueprint for the facility identified in 31.1 above is attached hereto (identified as "Blueprint – Dothan Dispensing Site – Attachment to Exhibit 31, Section 31.6").

Facility 5: Opelika Dispensing Site

The blueprint for the facility identified in 31.1 above is attached hereto (identified as "Blueprint – Opelika Dispensing Site – Attachment to Exhibit 31, Section 31.6").

Facility 6: Birmingham Dispensing Site

The blueprint for the facility identified in 31.1 above is attached hereto (identified as "Blueprint – Birmingham Dispensing Site – Attachment to Exhibit 31, Section 31.6").

Facility 7: Mobile Dispensing Site

The blueprint for the facility identified in 31.1 above is attached hereto (identified as "Blueprint – Mobile Dispensing Site – Attachment to Exhibit 31, Section 31.6").

31.7 – Facility Timetable

Facility 1: Montgomery Cultivation Facility

Applicant expects that Phase 1 of its construction of the Montgomery Cultivation Facility, including compliance with all facility requirements under Alabama law and Commission regulations, will be complete within 60 days of licensure by the Commission.

Applicant expects that it will be able to commence Phase 1 of its operations at the Montgomery Cultivation Facility within 60 days of licensure by the Commission.

Applicant expects that it will be able to commence Phase 2 of its operations at the Montgomery Cultivation Facility within 365 days of licensure by the Commission.

Facility 2: Montgomery Processing Facility

Applicant expects that Phase 1 of its construction of the Montgomery Processing Facility, including compliance with all facility requirements under Alabama law and Commission regulations, will be complete within 180 days of licensure by the Commission.

Applicant expects that it will be able to commence Phase 1 of its operations at the Montgomery Processing Facility within 180 days of licensure by the Commission.

Applicant expects that it will be able to commence Phase 2 of its operations at the Montgomery Processing Facility within 365 days of licensure by the Commission.

Facility 3: Montgomery Dispensing Site

Applicant expects that construction of the Montgomery Dispensing Site, including compliance with all facility requirements under Alabama law and Commission regulations, will be complete within 365 days of licensure by the Commission.

Applicant expects that it will be able to commence its operations at the Montgomery Dispensing Site within 365 days of licensure by the Commission.

Facility 4: Dothan Dispensing Site

Applicant expects that construction of the Dothan Dispensing Site, including compliance with all facility requirements under Alabama law and Commission regulations, will be complete within 365 days of licensure by the Commission.

Applicant expects that it will be able to commence its operations at the Dothan Dispensing Site within 365 days of licensure by the Commission.

Facility 5: Opelika Dispensing Site

Applicant expects that construction of the Opelika Dispensing Site, including compliance with all facility requirements under Alabama law and Commission regulations, will be complete within 365 days of licensure by the Commission.

Applicant expects that it will be able to commence its operations at the Opelika Dispensing Site within 365 days of licensure by the Commission.

Facility 6: Birmingham Dispensing Site

Applicant expects that construction of the Birmingham Dispensing Site, including compliance with all facility requirements under Alabama law and Commission regulations, will be complete within 365 days of licensure by the Commission.

Applicant expects that it will be able to commence its operations at the Birmingham Dispensing Site within 365 days of licensure by the Commission.

Facility 7: Mobile Dispensing Site

Applicant expects that construction of the Mobile Dispensing Site, including compliance with all facility requirements under Alabama law and Commission regulations, will be complete within 365 days of licensure by the Commission.

Applicant expects that it will be able to commence its operations at the Mobile Dispensing Site within 365 days of licensure by the Commission.

31.8 – Public Access to Facility

Facility 1: Montgomery Cultivation Facility

The Montgomery Cultivation Facility will not be open to the public.

Facility 2: Montgomery Processing Facility

The Montgomery Processing Facility will not be open to the public.

Facility 3: Montgomery Dispensing Site

The Montgomery Dispensing Site will be open to the public. Applicant anticipates the hours of operation for the facility to be as follows:

Monday – Sunday 9:00 a.m. – 8:00 p.m. CT

Facility 4: Dothan Dispensing Site

The Dothan Dispensing Site will be open to the public. Applicant anticipates the hours of operation for the facility to be as follows:

Monday – Sunday 9:00 a.m. – 8:00 p.m. CT

Facility 5: Opelika Dispensing Site

The Opelika Dispensing Site will be open to the public. Applicant anticipates the hours of operation for the facility to be as follows:

Monday – Sunday 9:00 a.m. – 8:00 p.m. CT

Facility 6: Birmingham Dispensing Site

The Birmingham Dispensing Site will be open to the public. Applicant anticipates the hours of operation for the facility to be as follows:

Monday – Sunday 9:00 a.m. – 8:00 p.m. CT

Facility 7: Mobile Dispensing Site

The Mobile Dispensing Site will be open to the public. Applicant anticipates the hours of operation for the facility to be as follows:

Monday – Sunday 9:00 a.m. – 8:00 p.m. CT

<u>31.9 – Facility Hours of Operation / After Hours Contact</u>

Facility 1: Montgomery Cultivation Facility

Applicant anticipates the hours of operation for the Montgomery Cultivation Facility will be as follows:

Monday – Sunday 6:00 a.m. – 12:00 a.m. CT

After Hours Management Contact:

J. Gregory Allen, CEO
218 Commerce St,
Montgomery, AL 36104
Personal phone: (334) 546-4499
Office Phone: (334) 269-2343

Facility 2: Montgomery Processing Facility

Applicant anticipates the hours of operation for the Montgomery Processing Facility will be as follows:

Monday – Sunday 6:00 a.m. – 12:00 a.m. CT

After Hours Management Contact:

J. Gregory Allen, CEO
218 Commerce St,
Montgomery, AL 36104
Personal phone: (334) 546-4499
Office Phone: (334) 269-2343

Facility 3: Montgomery Dispensing Site

Applicant anticipates that the Montgomery Dispensing Site will be occupied by Applicant's employees during all public access hours (see 31.8 above) and approximately one (1) hour before and after the public access hours.

After Hours Management Contact:

J. Gregory Allen, CEO
218 Commerce St,
Montgomery, AL 36104
Personal phone: (334) 546-4499
Office Phone: (334) 269-2343

Facility 4: Dothan Dispensing Site

Applicant anticipates that the Dothan Dispensing Site will be occupied by Applicant's employees during all public access hours (see 31.8 above) and approximately one (1) hour before and after the public access hours.

After Hours Management Contact:

J. Gregory Allen, CEO
218 Commerce St,
Montgomery, AL 36104

Personal phone: (334) 546-4499
Office Phone: (334) 269-2343

Facility 5: Opelika Dispensing Site

Applicant anticipates that the Opelika Dispensing Site will be occupied by Applicant's employees during all public access hours (see 31.8 above) and approximately one (1) hour before and after the public access hours.

After Hours Management Contact:

J. Gregory Allen, CEO
218 Commerce St,
Montgomery, AL 36104
Personal phone: (334) 546-4499
Office Phone: (334) 269-2343

Facility 6: Birmingham Dispensing Site

Applicant anticipates that the Birmingham Dispensing Site will be occupied by Applicant's employees during all public access hours (see 31.8 above) and approximately one (1) hour before and after the public access hours.

After Hours Management Contact:

J. Gregory Allen, CEO
218 Commerce St,
Montgomery, AL 36104
Personal phone: (334) 546-4499
Office Phone: (334) 269-2343

Facility 7: Mobile Dispensing Site

Applicant anticipates that the Mobile Dispensing Site will be occupied

by Applicant's employees during all public access hours (see 31.8 above) and approximately one (1) hour before and after the public access hours.

After Hours Management Contact:

J. Gregory Allen, CEO
218 Commerce St,
Montgomery, AL 36104
Personal phone: (334) 546-4499
Office Phone: (334) 269-2343

LEASE

THIS LEASE made this 22 day of December, 2022, by and between **130 Commerce, LLC**, an Alabama limited liability company, (hereinafter referred to as "LANDLORD") and **Insa Alabama, LLC**, an Alabama limited liability company (hereinafter referred to as the "TENANT").

The LANDLORD and TENANT agree as follows:

1. **LEASED PREMISES**: The LANDLORD hereby leases to TENANT for the term and upon the conditions provided in this Lease certain land and improvements, located at **6030 Perimeter Parkway, Montgomery, Alabama** said space being hereinafter called the "Leased Premises".

2. **USE; PROTECTED AREA**: The Leased Premises shall be used for the cultivation, production, storage and distribution/retail sale of medical cannabis as allowed by applicable laws and regulations of the Alabama Cannabis Commission, (the "Anticipated Use"), and for no other use without LANDLORD's prior written consent, which will not be unreasonably withheld or delayed.

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(Signature Page to Follow)

IN WITNESS WHEREOF the parties have executed this LEASE under the day and year first above written.

Landlord:

130 Commerce, LLC

By:_____
J. Greg Allen, Its manager

Tenant:
Insa Alabama, LLC

By:_____
J. Greg Allen, Its Manager

State of AL Montgomery Co.
I Certify this Instrument was Filed As
REAL Book:05914 Page:92
Inst Num: 32014603308
On 12-15-2022 10:47:06 AM
JC Love, III
Judge of Probate
Total Fees:$11.00
Total Tax:$1,500.00
Total:$1,511.00

WARRANTY DEED

Montgomery Deed – Attachment to Exhibit 31, Section 31.4

STATE OF ALABAMA
MONTGOMERY COUNTY

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One and 00/100 Dollar and other valuable consideration to the Grantor in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged, **G & I Properties, LLC**, Alabama limited liability company (herein referred to as Grantor), does hereby GRANT, BARGAIN, SELL and CONVEY unto **130 Commerce, LLC**, a limited liability company(herein referred to as Grantee), its successors and assigns, the following described Real Estate, situated in the County of Montgomery, and State of Alabama, to-wit:

Lot 2 according to the Map of Perimeter Park Plat No. 1, as said Plat appears of record in the Office of the Judge of Probate of Montgomery County, Alabama in Plat Book 39, at Page 70.

This conveyance is made subject to any easements, restrictions, reservations, easements and right-of-way, if any, heretofore imposed of record affecting title to said property, municipal zoning ordinances, and taxes or assessments now or hereafter becoming due against said property and/or covenants appearing of record affecting said property.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns forever, together with every contingent remainder and right of reversion.

And Grantor does covenant with the said Grantee, its successors and assigns, that it is lawfully seized in fee simple of the aforementioned premises, that it is free from all encumbrances, except as hereinabove provided; that it has a good right to sell and convey the same to the said Grantee, its successors and assigns, and that Grantor will warrant and defend the premises to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons, except as hereinabove provided.

1. *Grantor's name and Mailing Address is:* G & I Properties, LLC, 6030 Perimeter Parkway, Montgomery, AL 36116;

2. *Grantee's name and Mailing Address is:* 130 Commerce, LLC, 218 Commerce Street, Montgomery, AL 36104;

3. *The property address of the property conveyed hereby is:* 6030 Perimeter Parkway, Montgomerry, AL 36116;

4. *The Date of Sale is:* December 14, 2022;

5. *The Total Purchase Price is:* $1,500,000.00 as shown on closing statement and a purchase money mortgage in the amount of $; or Actual Value is $NA; or Assessor's Market Value is $NA;

6. *The purchase price or actual value claimed on this form can be verified in the following documentary evidence:* X Sales Contract; N/A Appraisal (Recordation of documentary evidence is not required).

Montgomery Deed – Attachment to Exhibit 31, Section 31.4

IN WITNESS WHEREOF, G & I Properties, LLC, Alabama limited liability company, has caused this instrument to be executed this 14th day of December 2022.

G & I Properties, LLC
Alabama limited liability company

By Howard A. Wells
Its Manager

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public in and for said State and County hereby certify that Howard A. Wells, whose name as Manager for G & I Properties, LLC, a Alabama limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she, with full authority, executed the same voluntarily for and on behalf of said entity on the day the same bears date.

GIVEN under my hand and seal this the 14th day of December 2022.

Seal

Notary Public
Commission Expires

D. BRENT WILLS
MY COMMISSION EXPIRES
SEPTEMBER 14, 2024
NOTARY PUBLIC
STATE OF ALABAMA

This instrument prepared by:
Edwin L. Yates
453 South Hull Street
Montgomery, Alabama 36104
(334) 264-0182

LEASE

THIS LEASE made this 22 day of December, 2022, by and between **130 Commerce, LLC**, an Alabama limited liability company, (hereinafter referred to as "LANDLORD") and **Insa Alabama, LLC**, an Alabama limited liability company (hereinafter referred to as the "TENANT").

The LANDLORD and TENANT agree as follows:

1. **LEASED PREMISES**: The LANDLORD hereby leases to TENANT for the term and upon the conditions provided in this Lease certain land and improvements, located at **4630 Montgomery Hwy, Dothan, Alabama** said space being hereinafter called the "Leased Premises".

2. **USE; PROTECTED AREA**: The Leased Premises shall be used for the cultivation, production, storage and distribution/retail sale of medical cannabis as allowed by applicable laws and regulations of the Alabama Cannabis Commission, (the "Anticipated Use"), and for no other use without LANDLORD's prior written consent, which will not be unreasonably withheld or delayed.

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(Signature Page to Follow)

IN WITNESS WHEREOF the parties have executed this LEASE under the day and year first above written.

Landlord:

130 Commerce, LLC

By:_____
J. Greg Allen, Its manager

Tenant:
Insa Alabama, LLC

By:_____
J. Greg Allen, Its Manager

ASSIGNMENT OF

PURCHASE AND SALE AGREEMENT

[redacted]

BUYER

Greg Allen

ASSIGNEE
130 Commerce, LLC

By
Greg Allen, Its Manager

STATE OF ALABAMA
COUNTY OF MONTGOMERY

D

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into by James Wilson III, an individual ("Seller"), and Greg Allen, an individual ("Buyer"), effective as of the date of execution of the last of Seller and Buyer to sign (the "Effective Date").

1. **PROPERTY**. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions hereof, that certain real property initially described as follows:

   A Lot or Parcel of land in the city of Dothan, Houston County, Alabama, and being more particularly described as follows:

   Commencing at an existing concrete marker on the Northeast R/W of U.S. Highway 231 (186' R/W) marking the intersection of the North line of the SE 1/4 of the NW 1/4 of Section 4, T3N, R26E, and from said Point S 44°52'33" E along said R/W a distance of 533.14 feet to a set iron pin and the Point of Beginning; Thence departing said R/W N 45°12'14" E a distance of 145.86 feet to a set iron pin; Thence S 44°47'46" E a distance of 152.81 feet to a set iron pin; Thence S 45°06'42" W a distance of 145.65 feet to an existing iron pin; Thence N 44°52'33" W a distance of 153.04 feet to the Point of Beginning; said Parcel being located in Section 4, T13N, R26E and containing 0.51 acres more or less.

which contains an approximately 0.51 acres and is located in Houston County, Alabama, and is further described on survey marked Exhibit "A" attached hereto (the "Property"), together with all appurtenances, privileges, easements, and other rights benefiting or pertaining to the Property and all right, title and interest, if any, of Seller in any interest in land lying in any public road right-of-way abutting the Property.

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[EXECUTION ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, Seller and Buyer have hereunto executed this Purchase and Sale Agreement on the dates appearing beneath their respective signature blocks.

D

WITNESS: _____

SELLER: _____

James Wilson, III

Date Executed: _____

WITNESS: _____

BUYER: Authenti... Greg Allen 11/17/22

J. Greg Allen

Date Executed: 11/17/22

Century 21 James Grant Realty joins in and executes this Agreement only for the sole purpose of acknowledging the provisions of this Agreement regarding Earnest Money and for other purposes specified in this Agreement that relate to John Stanley & Associates, Inc.

WITNESS: _____

AGENT: Century 21 James Grant Realty

By: _____

As Its:

Date Executed: _____

EXHIBIT "A"
The Property

D

LEASE

THIS LEASE made this 22 day of December, 2022, by and between **130 Commerce, LLC**, an Alabama limited liability company, (hereinafter referred to as "LANDLORD") and **Insa Alabama, LLC**, an Alabama limited liability company (hereinafter referred to as the "TENANT").

The LANDLORD and TENANT agree as follows:

1. **LEASED PREMISES**: The LANDLORD hereby leases to TENANT for the term and upon the conditions provided in this Lease certain land and improvements, located at **2002-2004 Marvyn Pkwy, Opelika, Alabama** said space being hereinafter called the "Leased Premises".

2. **USE; PROTECTED AREA**: The Leased Premises shall be used for the cultivation, production, storage and distribution/retail sale of medical cannabis as allowed by applicable laws and regulations of the Alabama Cannabis Commission, (the "Anticipated Use"), and for no other use without LANDLORD's prior written consent, which will not be unreasonably withheld or delayed.

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(Signature Page to Follow)

IN WITNESS WHEREOF the parties have executed this LEASE under the day and year first above written.

Landlord:

130 Commerce, LLC

By:_____
J. Greg Allen, Its manager

Tenant:
Insa Alabama, LLC

By:_____
J. Greg Allen, Its Manager

REAL ESTATE PURCHASE AND SALE AGREEMENT

between

One Dollar Wash, LLC an Alabama corporation

as Seller

and

130 Commerce, LLC, as Purchaser

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is dated as of December _____, 2022, by and between One Dollar Wash, LLC an Alabama corporation ("Seller"), and 130 Commerce, LLC or its assigns ("Purchaser").

RECITALS

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, the real property, and improvements, located at 2002 Marvyn Pkwy, Opelika, AL 36801 and identified as Lee County, AL Tax Parcel # 4310 04 19 1 000 001.000 (collectively the "Property") being further described by that legal description on attached Exhibit "A", upon the terms and conditions hereinafter set forth; and

WHEREAS, the parties desire to enter into this Agreement setting forth the terms and conditions upon which Purchaser will purchase, and Seller will sell, the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

[redacted]

[redacted]

[redacted]

Opelika P&S Agreement – Attachment to Exhibit 31, Section 31.4

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P&S Agreement – Attachment to Exhibit 31, Section 31.4

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PURCHASER

130 Commerce, LLC

Authentisign
Greg Allen 12/16/22

By: J. Greg Allen
Its: Authorized Signatory

SELLER

One Dollar Wash, LLC,
a Alabama corporation

DocuSigned by:
33FEECACD9E949B...

12/16/2022

By: Brandon Davis
Its: Authorized Signatory

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

LOT 1 BRANDON SD PB 14 136

Described in more detail in Deed Book: 2606 at Page 19, Dated 08-14-2020

Parcel Info

Parcel Number			Delta Pin #	Exempt	AMENTITES ROAD TOPO SEWER WATER GAS
1004191000001000			1728		
Subdivision	NA				
Neighborhood	OP C SF1				
District	**City**	**S-T-R**	**Acreage**	**Lot Size**	**Deed B/P/D**
01	Opelika	19-19N-27E	0		CWD- 2606-0000019-8/14/2020
Brief Description	LOT 1 BRANDON SD PB 14 136				

LEASE

THIS LEASE made this 22 day of December, 2022, by and between **130 Commerce, LLC**, an Alabama limited liability company, (hereinafter referred to as "LANDLORD") and **Insa Alabama, LLC**, an Alabama limited liability company (hereinafter referred to as the "TENANT").

The LANDLORD and TENANT agree as follows:

1. **LEASED PREMISES**: The LANDLORD hereby leases to TENANT for the term and upon the conditions provided in this Lease certain land and improvements, located at **714 29th St South, Birmingham, Alabama** said space being hereinafter called the "Leased Premises".

2. **USE; PROTECTED AREA**: The Leased Premises shall be used for the cultivation, production, storage and distribution/retail sale of medical cannabis as allowed by applicable laws and regulations of the Alabama Cannabis Commission, (the "Anticipated Use"), and for no other use without LANDLORD's prior written consent, which will not be unreasonably withheld or delayed.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

(Signature Page to Follow)

IN WITNESS WHEREOF the parties have executed this LEASE under the day and year first above written.

Landlord:

130 Commerce, LLC

By:_____
J. Greg Allen, Its manager

Tenant:
Insa Alabama, LLC

By:_____
J. Greg Allen, Its Manager

PURCHASE & SALE AGREEMENT

This is a legally binding contract. Seek competent advice.

[redacted]

[redacted]

[redacted]

Witness to Seller's Signature

Witness to Seller's Signature

SELLER:

BY:

ITS: Member

DATE: 12/19/22

BY:

ITS: Member

DATE: 12/19/22

Witness to Buyer's Signature

BUYER: 130 Commerce LLC.

BY:

ITS: Manager

DATE: 12/20/22

Receipt is hereby acknowledged of the $35,0000 as hereinafter set forth

_____ Cash _____ Check

Received by:_____

Date: _____

LEASE

THIS LEASE made this 22 day of December, 2022, by and between **130 Commerce, LLC**, an Alabama limited liability company, (hereinafter referred to as "LANDLORD") and **Insa Alabama, LLC**, an Alabama limited liability company (hereinafter referred to as the "TENANT").

The LANDLORD and TENANT agree as follows:

1. **LEASED PREMISES**: The LANDLORD hereby leases to TENANT for the term and upon the conditions provided in this Lease certain land and improvements, located at **7900 Airport Blvd, Mobile, Alabama** said space being hereinafter called the "Leased Premises".

2. **USE; PROTECTED AREA**: The Leased Premises shall be used for the cultivation, production, storage and distribution/retail sale of medical cannabis as allowed by applicable laws and regulations of the Alabama Cannabis Commission, (the "Anticipated Use"), and for no other use without LANDLORD's prior written consent, which will not be unreasonably withheld or delayed.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

(Signature Page to Follow)

IN WITNESS WHEREOF the parties have executed this LEASE under the day and year first above written.

Landlord:

130 Commerce, LLC

By:_____
J. Greg Allen, Its manager

Tenant:
Insa Alabama, LLC

By:_____
J. Greg Allen, Its Manager

OPTION TO LEASE AGREEMENT

This Option to Lease Agreement (the "Agreement") is made and effective 21 day of December,

BETWEEN, Pace Keyser, LLC. (the "Landlord"), a corporation organized and existing under the laws of the Alabama], with its head office located at 324 South University Boulevard, Mobile, AL 36609 and 130 Commerce, LLC (the "Tenant"), a corporation organized and existing under the laws of the Alabama, with its head office located at 218 Commerce St. Montgomery, AL 36104

[redacted]

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

LANDLORD	TENANT
DocuSigned by: William E. Fusaiotti	
Authorized Signature	Authorized Signature
William E. Fusaiotti Managing Member	J. Greg Allen Manager of 130 Commerce LLC
Print Name and Title	Print Name and Title

EXHIBIT A
PROPOSED

STATE OF ALABAMA
COUNTY OF MOBILE

LEASE AGREEMENT

This Lease Agreement is made and entered into as of the ___day of _____ 202__, by and between **Three Fingers, Inc.** an Alabama corporation (hereinafter referred to as "Lessor") and **130 Commerce, LLC** (hereinafter referred to as "Lessee").

W I T N E S S E T H:

In consideration of the mutual covenants and promises herein contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Lessor and Lessee agree as follows:

1. Premises. Lessor does hereby rent and lease unto the Lessee, subject to the terms and provisions herein contained, that certain property located at 7900 Airport Boulevard, Mobile, AL 36608.

2. Term. The term of the Lease shall commence on the date Tenant receives [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

visitors.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

IN WITNESS WHEREOF the parties have executed this LEASE under the day and year first above written.

LESSOR: **Three Fingers, Inc.**

_____ _____

Witness By: _____
Its: _____

LESSEE: 130 Commerce, LLC

_____ _____

Witness

By:_____

Its: _____

COMMERCIAL PURCHASE AGREEMENT

This contract constitutes the sole agreement between the parties hereto and any modification of this contract shall be signed by all parties to this agreement. No representation, promise, or inducement not included in this contract shall be binding upon any party hereto.

AGENCY DISCLOSURE

SELLER (S) INITIALS CMG

The listing company VALLAS REALTY, INC. is:
(Two blocks may be checked)

- ☐ **An agent of the seller.**
- ☐ **An agent of the buyer.**
- ☒ **An agent of both the seller and the buyer and is acting as a limited consensual dual agent.**
- ☐ **Assisting the ☐ buyer ☐ seller as a transaction broker**

BUYER (S) INITIALS WEP

The selling company VALLAS REALTY, INC. is:
(Two blocks may be checked)

- ☐ **An agent of the seller.**
- ☐ **An agent of the buyer.**
- ☒ **An agent of both the seller and the buyer and is acting as a limited consensual dual agent.**
- ☐ **Assisting the ☐ buyer ☐ seller as a transaction broker**

BUYER'S OFFER Date: ~~October 24, 2022~~ December 1, 2022 CMG

1. THE UNDERSIGNED, HEREINAFTER CALLED THE BUYER, HEREBY OFFERS TO BUY THE PROPERTY located in **Mobile County**. Alabama and commonly known: **7900 & 7908 Airport Boulevard, Mobile, AL 36608**, and legally described as attached hereto on Exhibit "A" subject to any existing building and use restrictions, previous mineral exclusions, zoning ordinances, governmental subdivisional regulations and easements, if any, for the sum of _____

[redacted]

[redacted]

16. THE BUYER ACKNOWLEDGES RECEIPT of a copy of this Agreement and any attached addendums.

Buyer: William E. Fusaiotti — Print Buyer's Name: Three Fingers, Inc.
D401901A6B9E451...
Buyers Address: 324 South University Blvd Mobile Al 36509 — Phone: (Cell)
Witness:
Selling Agent: — Phone: (Off) **251-344-1444** (Cell) **251-751-7223**

SELLER'S ACCEPTANCE OF OFFER Date _____, ___ _____ (AM/PM)

18. THE ABOVE OFFER IS HEREBY ACCEPTED _____

19. IN THE EVENT A COUNTEROFFER is made, it shall expire on _____, _____ ☐**AM** ☐**PM** if the Buyer has not given prior written acceptance.

20. THE SELLER ACKNOWLEDGES RECEIPT of a copy of this Agreement and any attached addendums.

Seller: Cynthia M. Garner — Print Name: **CYN-CLIF-SCO DEVELOPMENT**
Sellers Address: — Phone: (Off)
Witness: — Phone: (Res)

COMMISSION AGREEMENT: VALLAS REALTY, INC. represents the Seller in this transaction ("Broker"). Both Buyer and Seller represent that they have not had any other dealing with any other brokers and shall hold the other party harmless in the event of any claim. **Seller** to pay Broker a 6% commission at closing.

Seller: Cynthia M. Garner

Exhibit "A"

Address	7900 Airport Boulevard		
Parcel:	R022706244000003.000	**Key:**	00408874
Legal Description:	PART OF LOT 2 L.C. MILLER SUBDIVISION MBK 130/84 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2 THEN RUN SOUTHWESTERLY ALONG THE NORTH RIGHT OF WAY OF AIRPORT BOULEVARD 80 FT THEN RUN NORTHWESTERLY 201.1 FT THEN EAST 85.46 FT THEN SOUTHEASTERLY 167.11 FT TO THE POINT OF BEGINNING.		

Address	7908 Airport Boulevard		
Parcel:	R022706244000004.000	**Key:**	01496358
Legal Description:	LOT 1 L.C. MILLER SUBDIVISION MBK 130/84 AND ALSO THE FOLLOWING: BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 OF SAID L.C. MILLER SUBDIVISION MBK 130/84 THEN RUN NORTHWESTERLY 207.2 FT THEN EAST 15 FT(S) THEN SOUTHEASTERLY 201.1 FT THEN SOUTHWESTERLY 15 FT(S) TO THE POINT OF BEGINNING.		

City of **Montgomery**, Alabama

Land Use Division
Thomas M. Tyson, Jr.

Steven L. Reed
Mayor

October 25, 2022

INSA of Alabama, LLC
218 Commerce St.
Montgomery, AL 36104

RE: 6030 Perimeter Parkway

Dear Sir or Madam:

This is to advise you that the property located at 6030 Perimeter Parkway is in an M-1 (Light Industry) Residential) Zoning District, which will permit an integrated medical cannabis facility.

The City is providing this information solely as a courtesy and the person requesting such information should independently confirm the information contained, herein. The City assumes no liability or responsibility for any misstatements or inaccuracies contained. If we can be of any further assistance, please do not hesitate to contact me at (334)625-2722.

Sincerely,

Thomas M. Tyson, Jr.
Land Use Control Administrator

/tri

City of **Montgomery**, *Alabama*

CITY CLERK'S OFFICE
Brenda Gale Blalock
City Clerk

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)
CITY OF MONTGOMERY)

I, Brenda Gale Blalock, City Clerk of the City of Montgomery, Alabama, DO HEREBY CERTIFY that the attached is a true and correct copy of Ordinance No. 63-2021, adopted by the Council of the City of Montgomery, Alabama at its regular meeting held the 7th day of December, 2021.

GIVEN under my hand and the official SEAL of the City of Montgomery, Alabama, this the 21st day of January, 2022.

Brenda Gale Blalock
BRENDA GALE BLALOCK, CITY CLERK

SEAL

P. O. Box 1111 ♦ Montgomery, Alabama 36101-1111 ♦ Phone (334) 625-2096 ♦ Fax (334) 625-2056

ORDINANCE NO. 63-2021

AUTHORIZING THE OPERATION OF A MEDICAL CANNABIS DISPENSARY WITHIN THE CORPORATE LIMITS OF THE CITY OF MONTGOMERY

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

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

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

WHEREAS, the Act authorizes and requires the Medical Cannabis Commission to heavily regulates 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 Montgomery; and

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

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

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

ADOPTED this the 7th **day of** December, **2021.**

STEVEN L. REED, MAYOR

ATTEST:

BRENDA GALE BLALOCK, CITY CLERK

63-2021

CITY OF DOTHAN
Department of Planning and Development
P. O. BOX 2128 · DOTHAN, ALABAMA 36302 · 334-615-4410 (o) · 334-615-4419 (f)
www.dothan.org

Todd L. McDonald, AICP – Director

November 23, 2022

Insa Alabama, LLC

RE: 4630 Montgomery Hwy

To Whom It May Concern:

The Planning and Development Department is pleased to report that the subject property is zoned B-2 (Highway Commercial) according to the Official Zoning Map of the City of Dothan, Alabama. Under the B-2 zoning district, medical cannabis dispensaries are permitted by-right.

Preliminary review of the location referenced above indicates that there are no schools, day cares, or childcare facilities within 1,000 feet of this property. However, this is a requirement of state law and is not part of the city ordinance. It is your responsibility to verify that none of these uses exists with 1000 ft. of this property.

- The Property is not in a special, restrictive, or overlay district.
- The Property is not part of a PUD.
- Adjacent properties are zoned B-2.

Should you have any questions, please feel free to contact me. My direct telephone number is 334-615-4412 and my e-mail address is kvann@dothan.org.

Sincerely,

Kimberly Vann
Planning Assistant

cc: File

ORDINANCE NO. 2022-290

AUTHORIZING THE OPERATION OF MEDICAL CANNABIS DISPENSING SITES

WHEREAS, in the 2021 Legislative Session, the State of Alabama Legislature passed Act No. 21-450 legalizing and creating a regulatory framework for medical cannabis; and,

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Dothan, Alabama, as follows:

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

Ord. No. 2022-290, authorizing the operation of medical cannabis dispensing sites, continued.

Section 2. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect from and after the date of its final passage and adoption.

PASSED, ADOPTED, AND APPROVED ON SEPTEMBER 20, 2022.

Mayor

ATTEST:

Wendy Shiver
City Clerk

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

I hereby certify that the above Ordinance was published in THE DOTHAN EAGLE, a newspaper of general circulation in the City of Dothan, Alabama, on September 23, 2022.

Wendy Shiver
Wendy Shiver
City Clerk

I, Wendy Shiver, City Clerk of the City of Dothan, Alabama, do hereby certify this is a true and correct copy of Ordinance No. 2022-290, as adopted by the Board of Commissioners of the City of Dothan on September 20, 2022.

Wendy Shiver
Wendy Shiver
City Clerk

CITY OF
OPELIKA
alabama

Opelika, AL 36803-5330
(p) 334-705-5156 (f) 334-705-5159
www.opelika-al.gov

December 16, 2022

INSA Alabama, LLC.,
218 Commerce Street
Montgomery, AL 36104

Subject: Medical Cannabis Dispensary – 2002/2004 Marvyn Parkway, Opelika, AL 36804

To Whom It May Concern,

This letter is in reference to the property on the west side of Marvyn Parkway (AL Hwy 51) a portion of Lee County Tax Parcel 43 10 04 19 1 000 001.000. The property is addressed 2004 Marvyn Parkway, although the county records list is as 2002 Marvyn Parkway. The subject property is zoned C-3 (General Commercial) with a GC-P (Gateway Corridor - Primary) overlay. On December 6, 2022, the Opelika City Council approved medical dispensaries as a conditional use in all commercial and industrial zoning districts including C-3 and GC-P. This means that final approval is required by the Planning Commission.

The subject property meets all of the use standards and dispersal requirements set specifically for medical cannabis dispensaries. At this time, there are no other apparent issues that would prevent us from providing a positive staff recommendation to the Commission. The applicant would have to meet the general standards of the zoning ordinance including setbacks, landscaping, and building materials as any other commercial development is required to do.

Please let me know if you have any question or I may assist you with this project.

Sincerely,

Matt Mosley, AICP
Planning Director
City of Opelika

ORDINANCE NO. 028-22

AN ORDINANCE AUTHORIZING THE OPERATION OF MEDICAL CANNABIS DISPENSING SITES

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

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

> "Medical research indicates that the administration of medical cannabis can successfully treat various medical conditions and alleviate the symptoms of various medical conditions."
>
> "There are residents in Alabama suffering from a number of medical conditions whose symptoms could be alleviated by the administration of medical cannabis products if used in a controlled setting under the supervision of a physician licensed in this state."
>
> "Establishing a program providing for the administration of cannabis derivatives for medical use in this state will not only benefit patients by providing relieve 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 authorizes and requires the Medical Cannabis Commission to regulate dispensary operations, thus addressing any health, safety or welfare concerns for the citizens of the City of Opelika; and

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

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

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

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

BE IT FURTHER ORDAINED, that any business license or sales tax revenue generated by medical cannabis dispensaries authorized by this Ordinance shall be deposited to the general fund.

BE IT FURTHER ORDAINED, that this Ordinance shall become effective immediately upon its adoption, approval and publication as required by law.

BE IT FURTHER ORDAINED, that the City Clerk of the City of Opelika, Alabama is hereby authorized and directed to cause this Ordinance to be published one (1) time in a newspaper of general circulation published in the City of Opelika, Lee County, Alabama.

ADOPTED AND APPROVED this the 4th day of OCTOBER, 2022.

PRESIDENT OF THE CITY COUNCIL OF THE
CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the 5th day of OCTOBER, 2022.

CITY CLERK

ACTION BY MAYOR

APPROVED this the 5th day of OCTOBER, 2022.

MAYOR

ATTEST:

CITY CLERK

Certified true and correct copy this the 15th day of November 2022.

City Clerk

CITY OF OPELIKA CORPORATE SEAL 1854 ALABAMA

CITY OF BIRMINGHAM

Department Of Planning, Engineering & Permits
710 North 20th Street
City Hall | Room 210
Birmingham, Alabama 35203

PUTTING PEOPLE FIRST

RANDALL L. WOODFIN
MAYOR

KATRINA THOMAS
DIRECTOR

16 December 2022

Insa Alabama LLC
453 S Hull St
Montgomery, AL 36104

RE: 714 29th St Birmingham, AL 35233 **PID#23-00-31-4-003-005.000**

ZCL#2022-00194

To Whom It May Concern:

The property located at 714 29th St is zoned B-2, General Business District. Properties to the north, south, east & west are also zoned B-2. The property is located in the Southside Neighborhood and Council District 5. According to the City of Birmingham's Geographic Information System (GIS), the property is not located in a regulated floodplain. The property is located in the Lakeview Commercial Revitalization District and the Southside Historic District.

A Medical Cannabis Dispensary is permitted with conditions in this zoning district. The conditions include:

1. The applicant submits a statement from the Alabama Medical Cannabis Commission, AMCC, that the proposed facility meets requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agency, a letter stating that fact from this agency must be provided.
2. Medical Cannabis Dispensaries authorized pursuant to Ala. Code, 1975, § 20-2A-64, as now or hereafter amended, shall operate with the provisions of Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and shall comply with all Rules and Regulations of the Alabama Medical Cannabis Commission, AMCC. Except as specifically provided in this Section, Dispensaries shall be governed by the Medical Cannabis Act and the AMCC Rules.

This letter is only to confirm zoning information for the location provided in your request but does not verify that the location meets the spacing required for a dispensary. This letter does not approve the use of the medical cannabis dispensary at the above-mentioned address. All medical cannabis related uses in the City of Birmingham must be approved by the Alabama Medical Cannabis Commission and shall comply with the Rules and Regulations of the Alabama Medical Cannabis Commission.

Sincerely,

Kimberly D. Speorl
Zoning Administrator

Oc04oca28jb.o1

RECOMMENDED BY: THE MAYOR AND
THE PUBLIC SAFETY COMMITTEE

SUBMITTED BY: THE CITY ATTORNEY

ORDINANCE NO. 22-142

AN ORDINANCE TO AUTHORIZE THE OPERATION OF MEDICAL CANNABIS DISPENSARIES WITHIN THE CORPORATE LIMITS OF THE CITY OF BIRMINGHAM, PURSUANT TO ALA. CODE, 1975, § 20-2A-51(c).

WHEREAS, the Darren Wesley "Ato" Hall Compassion Act, codified at Ala. Code. 1975, § 20-2A-1, et seq. (the Act), authorizes the cultivation, processing, and sales of cannabis products for medical use by patients with a qualifying medical condition and a valid medical cannabis card; and

WHEREAS, the Act requires the Alabama Medical Cannabis Commission to adopt rules that ensure safety, security, and integrity of the operation of medical cannabis facilities and protect the health, safety, and security of the public, thus heavily regulating all aspects of the medical cannabis industry, including dispensary operations, (See §§ 20-2A-50 – 20-2A-68, Code of Alabama); and,

WHEREAS, the Alabama Medical Cannabis Commission published its rules adopted pursuant to Ala. Code, 1975, § 20-2A-53 on August 31, 2022, and will accept applications from October 31 through December 30, 2022; and,

WHEREAS, the Commission will deem applications complete and submitted on or about April, 13, 2023, and will open a public comment period on or about April 14, 2023 to accept comments from the public on all pending applications and may set a public hearing, at the Commission's discretion, before the issuance of licenses on or after July 10, 2023; and,

WHEREAS, the number of licenses for dispensary facilities to be issued by the Commission is limited as follows:

Integrated Facilities – up to 5 licenses; each licensee authorized up to 5 dispensing sites located in separate counties

Dispensary – up to 4 licenses; each licensee authorized up to 3 dispensing sites located in separate counties

WHEREAS, a dispensary, including a dispensary under an Integrated Facility License may only operate in a municipality if the municipality has passed an ordinance authorizing the operation of dispensaries within the municipality's corporate limits; and

WHEREAS, the health care industry is a highly valued segment of the City of Birmingham's economy and includes world-renown health care resources, including hospitals, clinics, education, and research facilities and the valued professionals and support staff who care for patients from within the state, the nation, and from abroad; and,

WHEREAS, the operation of a medical cannabis dispensary within the corporate limits of the City of Birmingham will further expand opportunities for the City's flourishing health care industry and provide new options to care for patients with qualifying medical conditions; and,

WHEREAS, the operation of a medial cannabis dispensary will provide new economic and employment opportunities and new revenue through business licensing and other taxes; and,

WHEREAS, the Council of the City of Birmingham finds that it is in the best interest of the public health, safety, and welfare to authorize the operation of medical cannabis dispensing facilities within the City of Birmingham, subject to the strict regulation and oversight of the Alabama Medical Cannabis Commission.

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

SECTION 1.

(a) The operation of medical cannabis dispensaries within the corporate limits of the City of Birmingham is authorized, subject to any applicable zoning restrictions the City may adopt pursuant to Ala. Code, 1975, § 20-2A-51(c)(3).

(b) The operation of any facility, regardless of type, licensed by the Alabama Medical Cannabis Commission within the City of Birmingham shall comply with the Commission's strict regulation and oversight and shall comply with all laws and ordinances for the operation of a business within the City, including, but not limited to business licensing and other required taxes, and with all applicable ordinances and codes for location, construction, and sanitation of business premises within the City of Birmingham.

(c) This ordinance shall be interpreted with respect to the Darren Wesley "Ato" Hall Compassion Act, Ala. Code, 1975, § 20-2A-1, et seq. and the rules of the Alabama Medical Cannabis Commission, as either is now or may hereafter be amended.

SECTION 2.

A certified copy of this ordinance shall be submitted within seven days of its adoption to the Alabama Medical Cannabis Commission by the City Clerk, as provided in Ala. Code, 1975, § 20-2A-51(c)(2). The City Clerk and the Director of the Department of Innovation and Economic Opportunity may cooperate to ensure and record the submittal of the ordinance.

SECTION 3. SEVERABILITY. The provisions of this ordinance are severable. If any part of this ordinance is determined by a court of competent jurisdiction to be invalid, unenforceable or unconstitutional, such determination shall not affect any other part of this ordinance.

SECTION 4. EFFECTIVE DATE. This ordinance shall be effective when published as required by law.

Adopted by the Council October 4, 2022 and Approved by the Mayor October 6, 2022

A CERTIFIED COPY
Lee Frazier, City Clerk
Birmingham, Al

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

ZONING CERTIFICATION LETTER

December 21, 2022

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

RE: **7900 Airport Blvd, Mobile, AL 36608**
Parcel Number: R022706244000003.000

To Whom It May Concern:

This is to certify that the above-referenced property is zoned B-3, Community Business, and may be used for any conforming use, subject to compliance with all municipal codes and ordinances. Use of the property as a medical marijuana dispensary is allowed by right in this zoning district under the Unified Development Code (UDC), which will be the Zoning Ordinance applicable to the City of Mobile in the future, subject to compliance with all State and Federal regulations.

The UDC can be found online here: https://mapformobile.org/udc/. See the attached ordinance for any additional requirements.

If additional assistance is needed, please contact me (251) 208-5895.

Sincerely,

Tiffany Green

Tiffany Green
Planner I

P.O. Box 1827 • Mobile, Alabama 36633-1827

01-062 **2022**

AN ORDINANCE TO AUTHORIZE THE OPERATION OF MEDICAL CANNABIS DISPENSING SITES WITHIN THE CITY LIMITS OF THE CITY OF MOBILE, ALABAMA

Sponsored by: Councilmembers Penn, Carroll, Small, Daves and Gregory

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA as follows:

Section 1. Definitions of Capitalized Terms.

(a) For purposes of this Ordinance, the following terms have the following meanings:

(i) Act means Chapter 2A of Title 20 of the Code of Alabama 1975.

(ii) City means the City of Mobile, Alabama.

(iii) Commission means the Alabama Medical Cannabis Commission created pursuant to the Act.

(iv) State means the State of Alabama.

(b) For purposes of this Ordinance, the following terms have the meanings assigned thereto in the Act:

(i) Dispensary;

(ii) Dispensing Site;

(iii) Integrated Facility;

(iv) Medical Cannabis.

Section 2. Findings and Determinations

The City has heretofore, upon evidence duly presented to and considered by it, found and determined, and does hereby find, determine and declare that:

(a) The Act authorizes the:

06526198.349019359 v1

(1) use of Medical Cannabis in the State by certain patients with qualifying medical conditions meeting the requirements of the Act;

(2) regulation by the Commission of all aspects of the use, cultivation, processing, dispensing and transportation of Medical Cannabis from seed to sale in the State; and

(3) Commission to grant licenses to Medical Cannabis Licensees in the manner prescribed in the Act.

(b) Section 20-2A-51(c) of the Act provides that:

(1) the Commission shall not permit the operation of a Dispensing Site in any municipality in the State unless the governing body of said municipality, by ordinance, has authorized the operating of Dispensing Sites within its corporate limits;

(2) any municipality that adopts an ordinance authorizing the operation of Dispensing Sites within its corporate limits shall notify the Commission not more than seven calendar days after adopting said ordinance; and

(3) the Act does not prohibit a municipality from adopting zoning ordinances restricting the operation of Dispensing Sites within its corporate limits.

(c) The location and operation of Dispensing Sites within the City will generate employment opportunities in and local revenues for the City and is therefore desirable and in the best interests of the taxpayers and citizens of the City.

Section 3. Authorization of Medical Cannabis Licensees and Dispensing Sites

In accordance with Section 20-2A-51(c)(1) of the Act, the City hereby authorizes the location and operation of Dispensing Sites for state-licensed Dispensaries and Integrated Facilities in the corporate limits of the City, subject to the provisions of the Act, the rules and regulations promulgated thereunder, and applicable city tax ordinances, zoning ordinances and all laws, resolutions and ordinances, as may be amended at any time and from time to time.

Section 4. Notification of the Commission

In accordance with Section 20-2A-51(c)(2) of the Act, the City Clerk is hereby authorized and directed to forward a copy of this Ordinance to the Commission within seven calendar days following its adoption.

Section 5. General.

(a) All ordinances, resolutions, orders, or parts thereof in conflict or inconsistent with any provision herein hereby are, to the extent of such conflict or inconsistency, repealed.

(b) Each and every provision of this Ordinance is hereby declared to be severable so that if a provision is declared unconstitutional or invalid by a valid judgment of a court of

06526198.3
49019339 v1

competent jurisdiction, such judgment shall not affect the validity of any other provision, for the City Council declares that it is its intent that it would have enacted this Ordinance without such invalid or unconstitutional provision(s).

(c) This Ordinance shall take effect upon publication as provided by law.

Approved: DEC 13 2022

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned, being the duly appointed, qualified and acting City Clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Ordinance adopted by the Mobile City Council on the 13 day of December 2022.

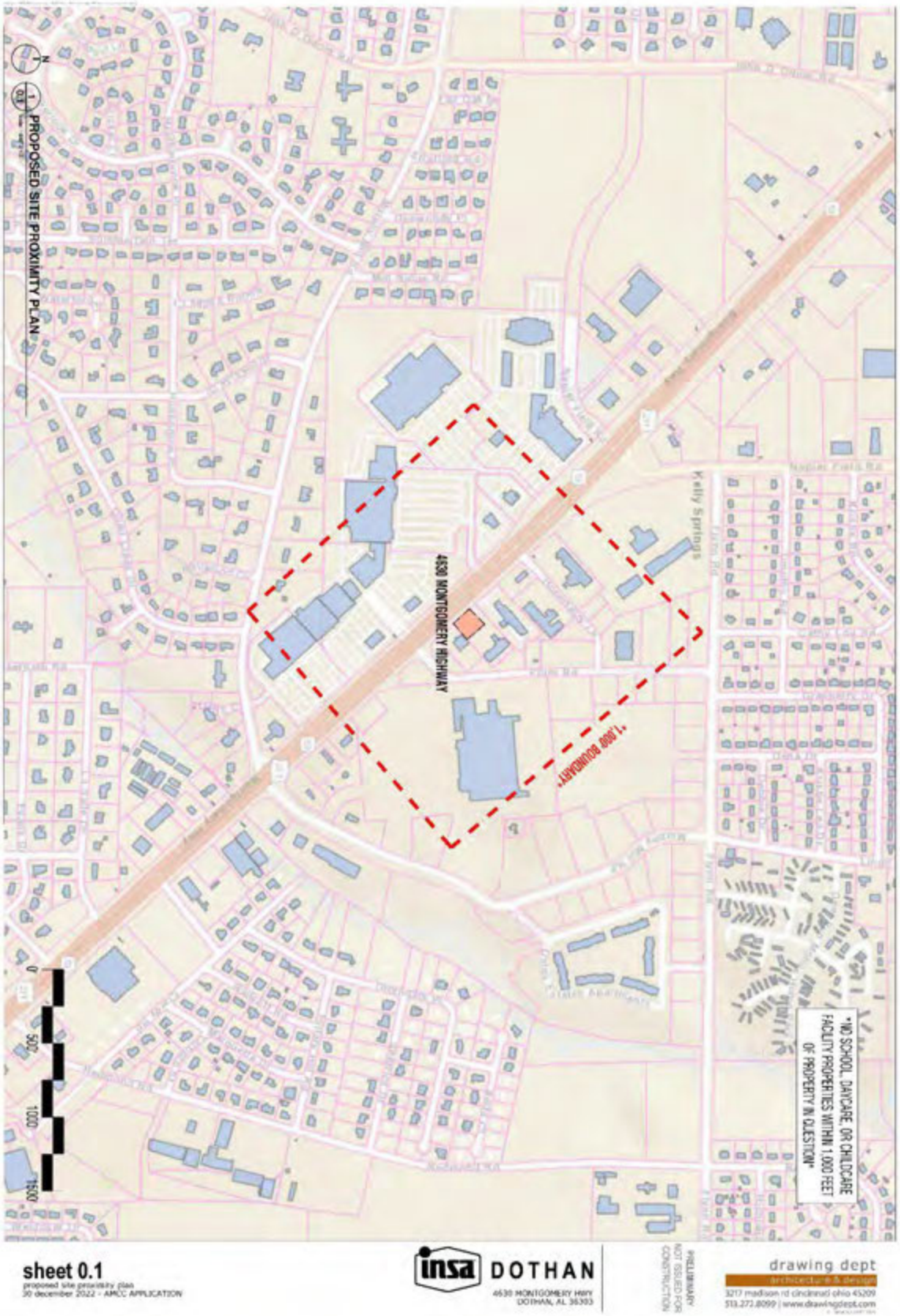
IN WITNESS WHEREOF, I have hereunto set my hand and official seal of the City of Mobile, this the 16 day of December 2022.

City Clerk of the City of Mobile, Alabama

06526198.3
49019359 v1

1,000 Foot Radius Maps- Attachment to Exhibit 31, Section 31.5

1,000 Foot Radius Maps- Attachment to Exhibit 31, Section 31.5



1,000 Foot Radius Maps- Attachment to Exhibit 31, Section 31.5

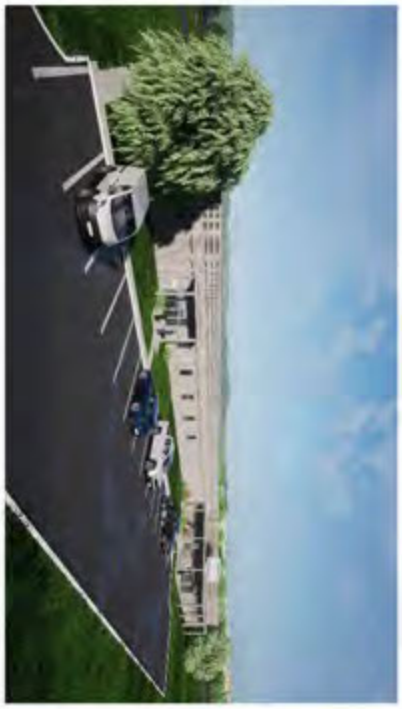
1,000 Foot Radius Maps- Attachment to Exhibit 31, Section 31.5

1,000 Foot Radius Maps- Attachment to Exhibit 31, Section 31.5

PROJECT TEAM

INSA MONTGOMERY FACILITY

6030 PERIMETER PARKWAY
MONTGOMERY, AL 36116
LATITUDE: 32.3017979, LONGITUDE: -86.2067269



2 / 0.0 EXTERIOR RENDERING - FRONT FACADE

1 / 0.0 AERIAL PROPERTY PHOTO

sheet 0.0
cover sheet
30 december 2022 · AMCC APPLICATION

insa MONTGOMERY
6030 PERIMETER PARKWAY
MONTGOMERY, AL 36116

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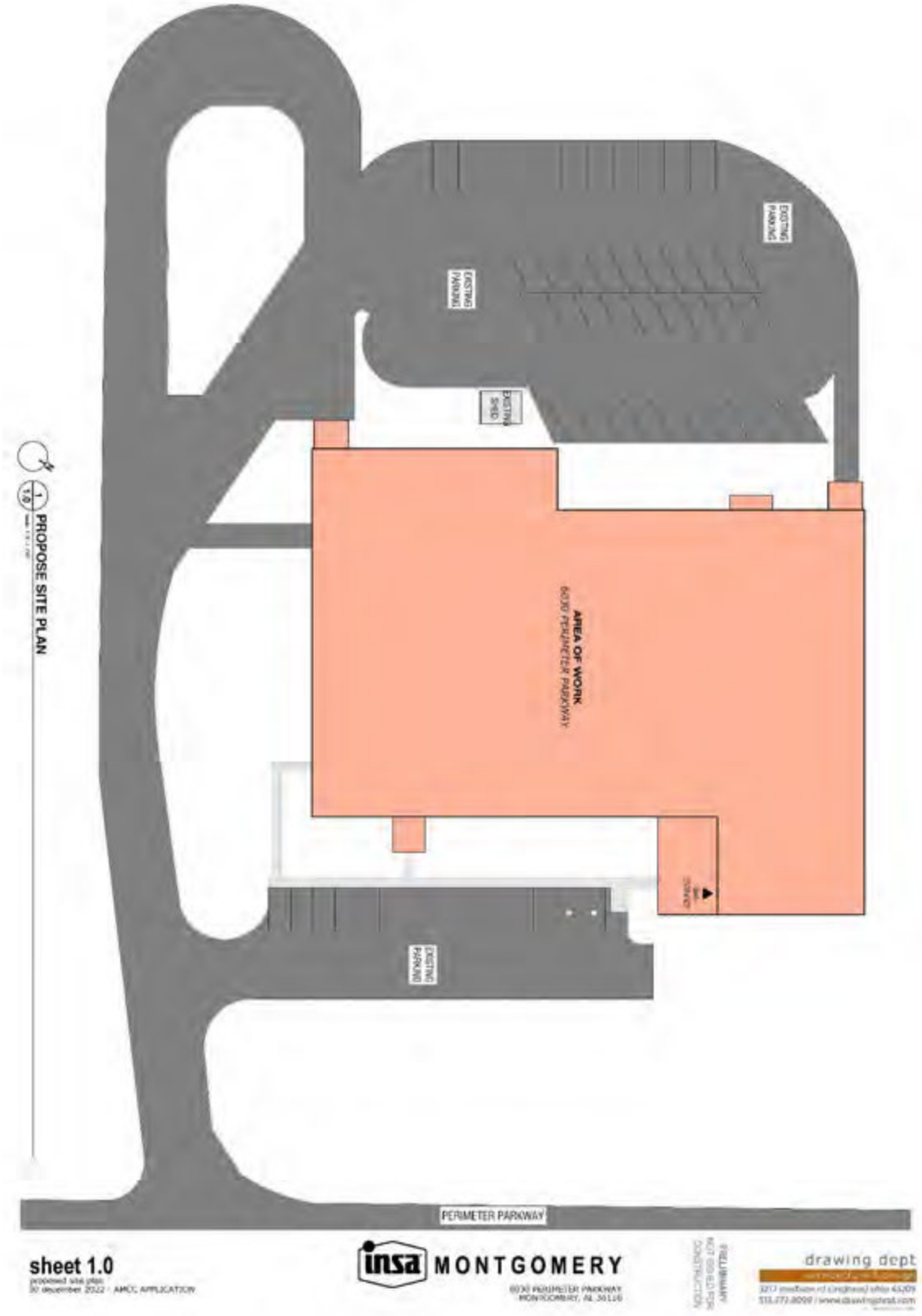
drawing dept
architecture & design
3217 madison rd cincinnati ohio 45209
513.272.8099 | www.drawingdept.com


EXISTING PARKING
EXISTING PARKING
EXISTING SIGN
AREA OF WORK
6030 PERIMETER PARKWAY
EXISTING PARKING
PERIMETER PARKWAY
1
1.0
PROPOSE SITE PLAN
sheet 1.0
proposed site plan
30 december 2022 · AMCC APPLICATION
insa MONTGOMERY
6030 PERIMETER PARKWAY
MONTGOMERY, AL 36116
drawing dept

drawing dept
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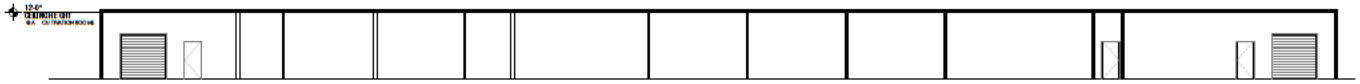
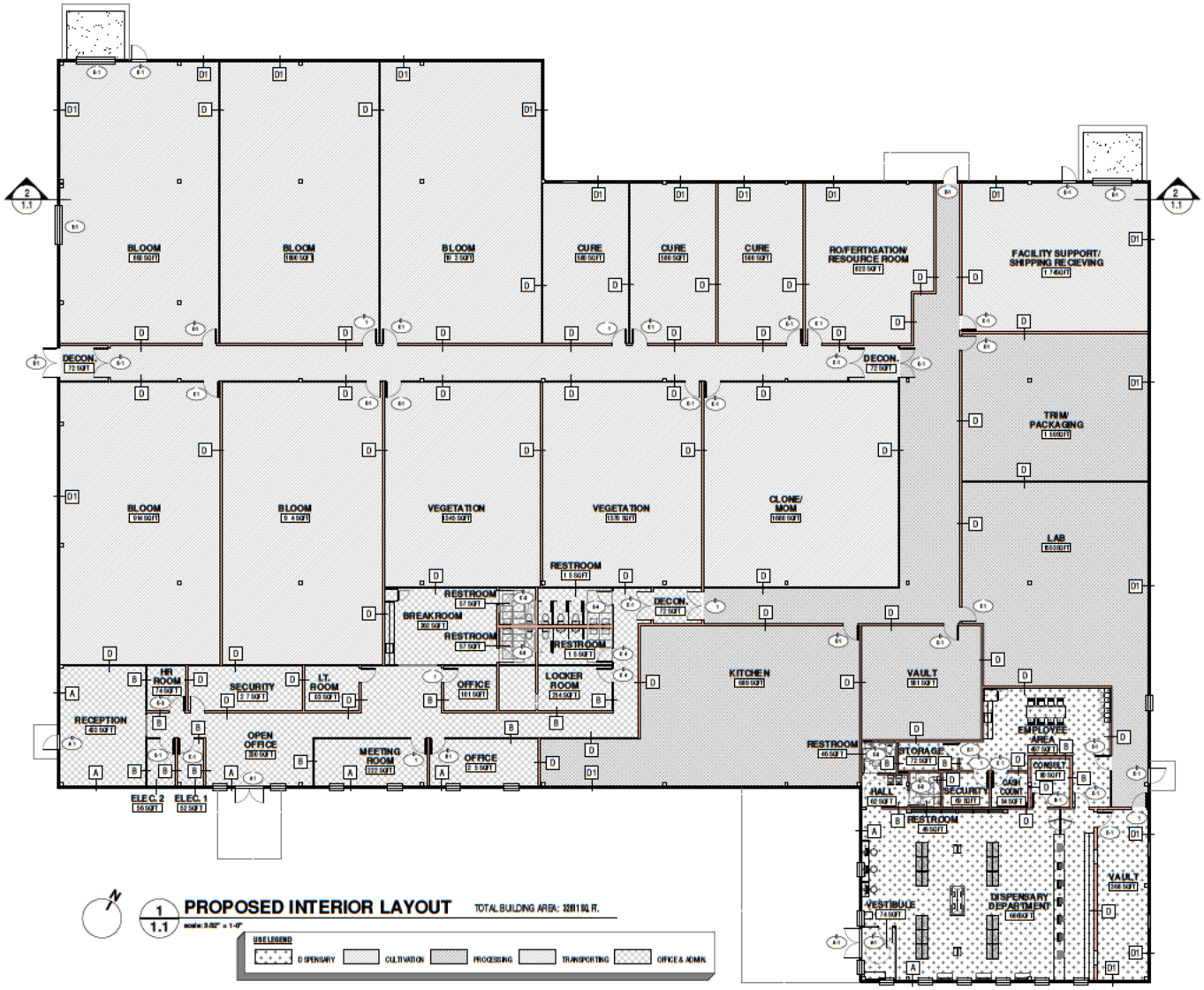
NOT ISSUED FOR CONSTRUCTION



2 / 1.1 PROPOSED INTERIOR ELEVATION

scale: 3/32" = 1'-0"

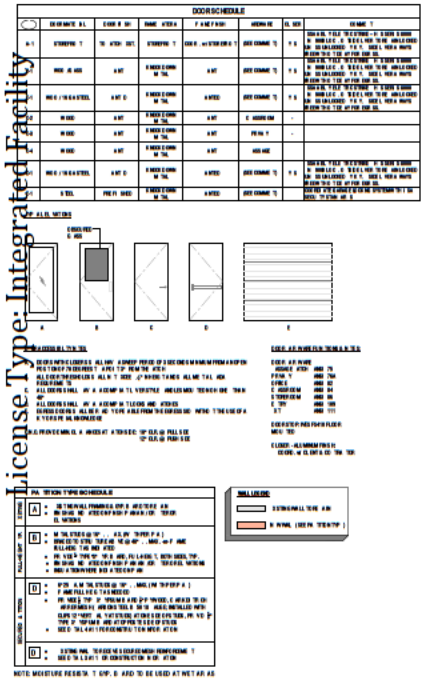


1 / 1.1 PROPOSED INTERIOR LAYOUT

TOTAL BUILDING AREA: 32811 SQ. FT.

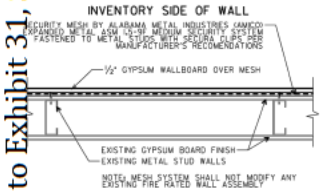
scale: 3/32" = 1'-0"

USE LEGEND: DISPENSARY | CULTIVATION | PROCESSING | TRANSPORTING | OFFICE & ADMIN.



1 SECURITY MESH - NEW INTERIOR WALL

scale: NTS



1 SECURITY MESH - EXISTING WALL

scale: NTS

------ INDICATES EXTENT OF SECURITY MESH

SECURITY WALL NOTES:
1. SECURITY MESH SHALL BE SUPPLIED BY ALABAMA METALS INDUSTRIES CORP. (AMICO) (800) 366-2642 OR EQUAL AS APPROVED BY TRULIEVE.
2. PROVIDE EXPANDED METAL MESH SYSTEM ASM LS-98 (MEDIUM SECURITY) WITH SECURA CLIPS
3. INSTALL MESH SYSTEM IN ACCORDANCE WITH THE MANUFACTURER'S PRINTED SPECIFICATIONS
4. MESH SHALL EXTEND FROM THE FLOOR TO THE UNDERSIDE OF THE ROOF DECK. EXTEND METAL FRAMING TO THE ROOF DECK AND AS NECESSARY ABOVE THE CEILING ELEVATION. GYPSUM BOARD FINISHES ARE NOT REQUIRED ABOVE THE CEILING
5. ALL METAL STUDS USED FOR FRAMING SHALL BE A MINIMUM OF 20 GAUGE MATERIAL

insa MONTGOMERY
6030 PERIMETER PARKWAY
MONTGOMERY, AL 36116

Exhibit 31 - Facilities
sheet 1.1
proposed plan
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[redacted]

[redacted]

N

1
1.2

SECURITY PLAN

[redacted]

sheet 1.2
security plan
30 december 2022 - AMCC APPLICATION

insa MONTGOMERY
6030 PERIMETER PARKWAY
MONTGOMERY, AL 36116

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Blueprint – Dothan Dispensing Site – Attachment to Exhibit 31, Section 31.6

2 0.0 EXTERIOR RENDERING - MAIN ENTRANCE

1 0.0 SITE PLAN

SHEET 0.0
proposed site plan & rendering
30 december 2022 - AMCC APPLICATION

insa DOTHAN
4630 MONTGOMERY HWY
DOTHAN, AL 36303

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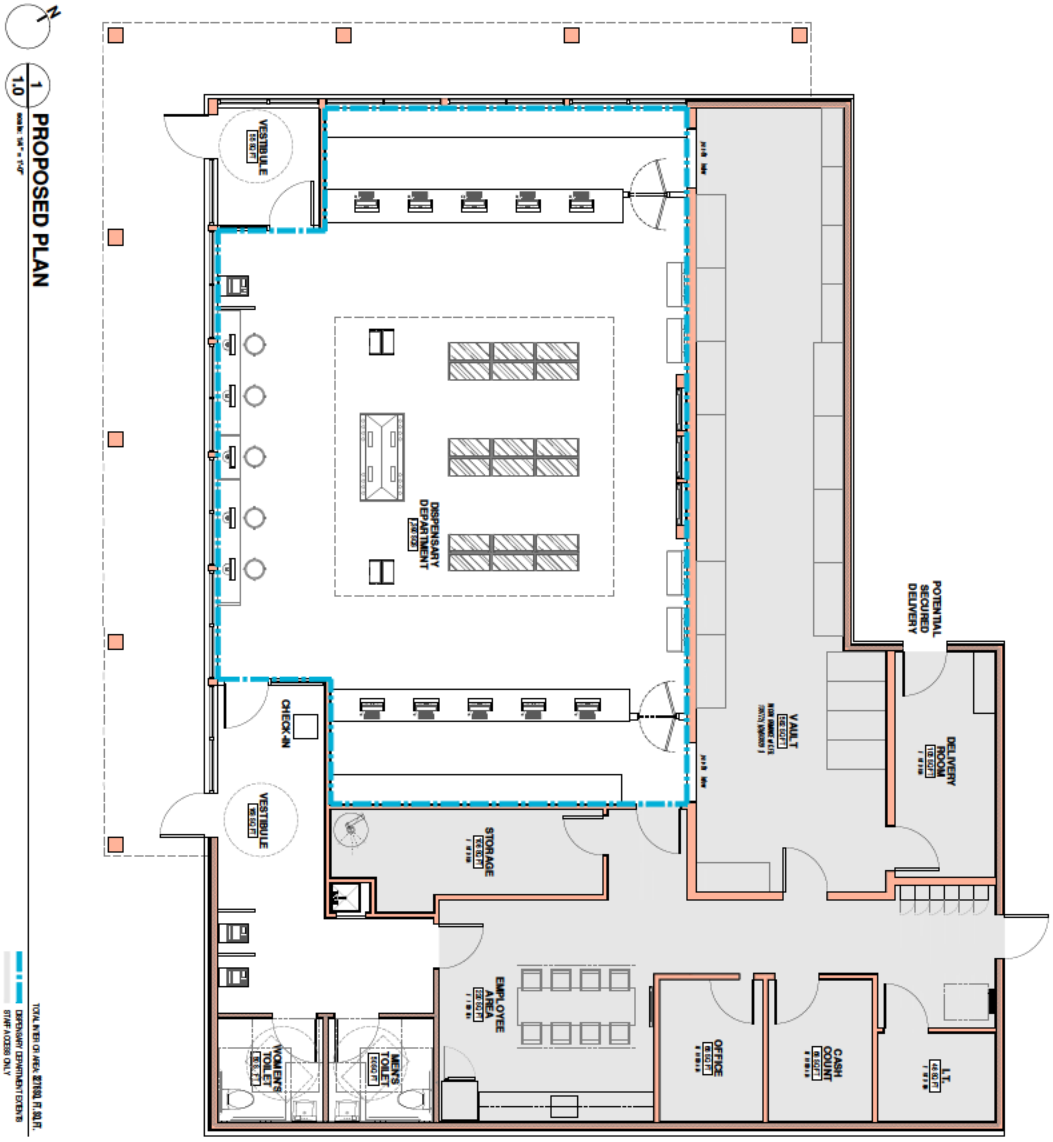
Blueprint – Dothan Dispensing Site – Attachment to Exhibit 31, Section 31.6



SHEET 1.0
proposed plan
30 december 2022 - AMCC APPLICATION

insa DOTHAN
4630 MONTGOMERY HWY
DOTHAN, AL 36303

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drawing dept
3217 madison rd cincinnati ohio 45209
513.272.8099 | www.drawingdept.com

Blueprint – Dothan Dispensing Site – Attachment to Exhibit 31, Section 31.6

[redacted]

1.1 1 SECURITY PLAN

SHEET 1.1
security plan
30 december 2022 - AMCC APPLICATION

insa DOTHAN
4630 MONTGOMERY HWY
DOTHAN, AL 36303

PRELIMINARY
NOT ISSUED FOR
CONSTRUCTION

drawing dept
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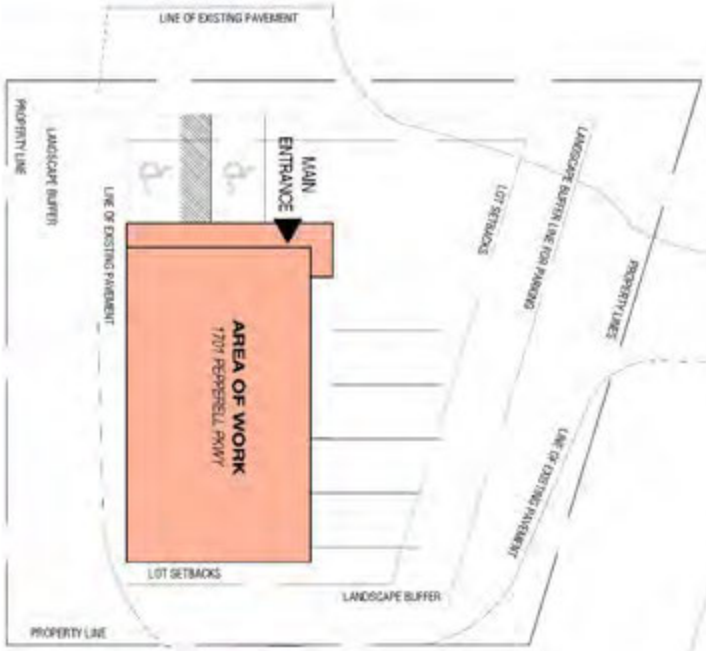
Blueprint – Opelika Dispensing Site – Attachment to Exhibit 31, Section 31.6

2 / 0.0 EXTERIOR RENDERING - Main Entrance



1 / 0.0 SITE PLAN

sheet 0.0
proposed site plan & rendering
30 december 2022 · AMCC APPLICATION

insa OPELIKA
1701 PEPPERELL PKWY
OPELIKA, AL 36801

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PRELIMINARY

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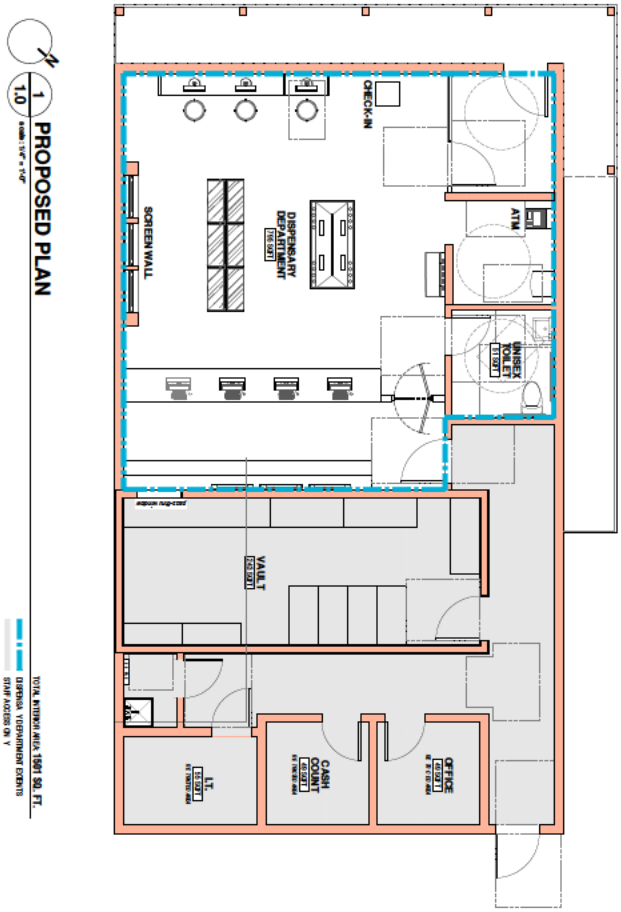
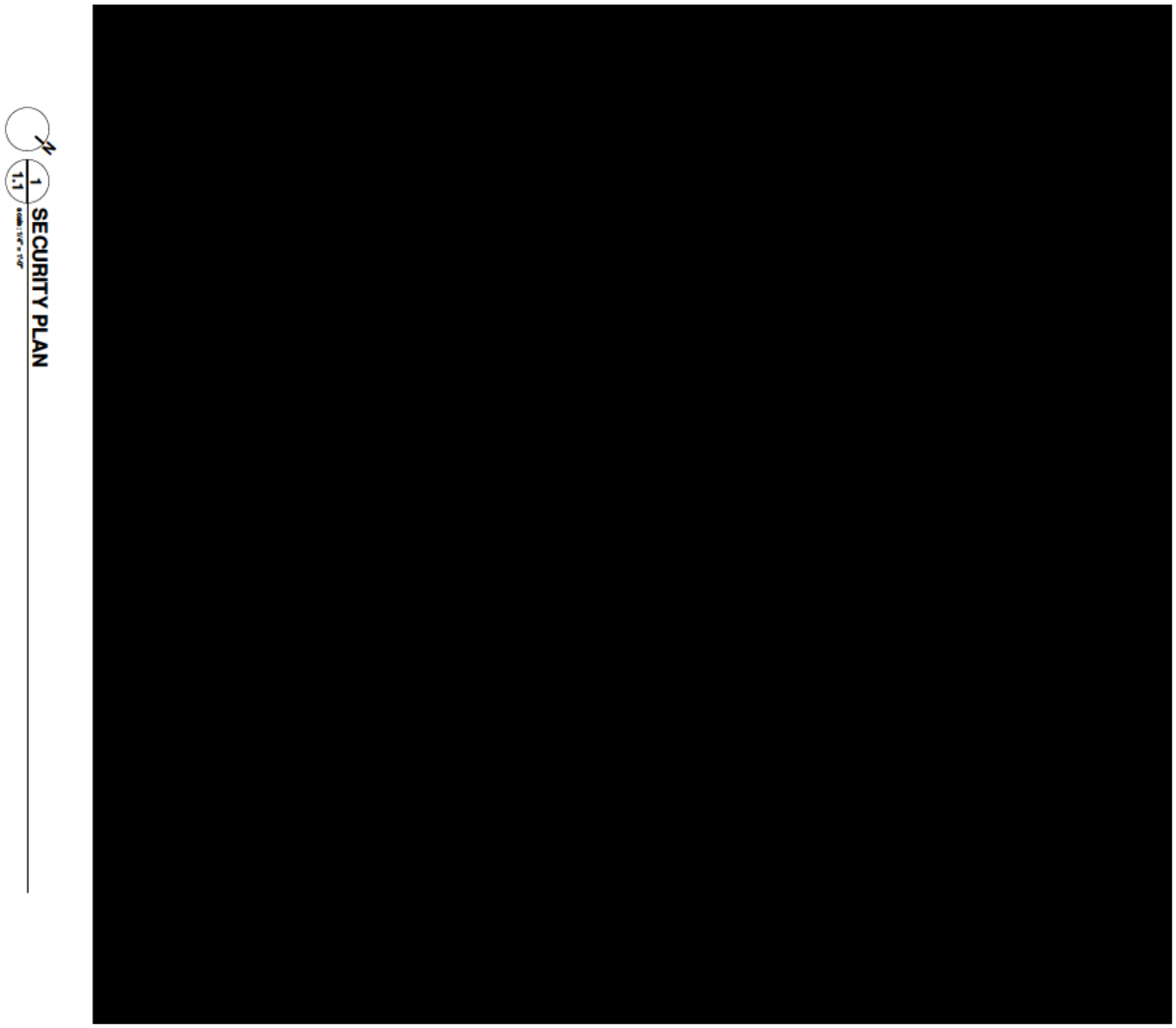
513.272.8099 | www.drawingdept.com

Blueprint – Opelika Dispensing Site – Attachment to Exhibit 31, Section 31.6

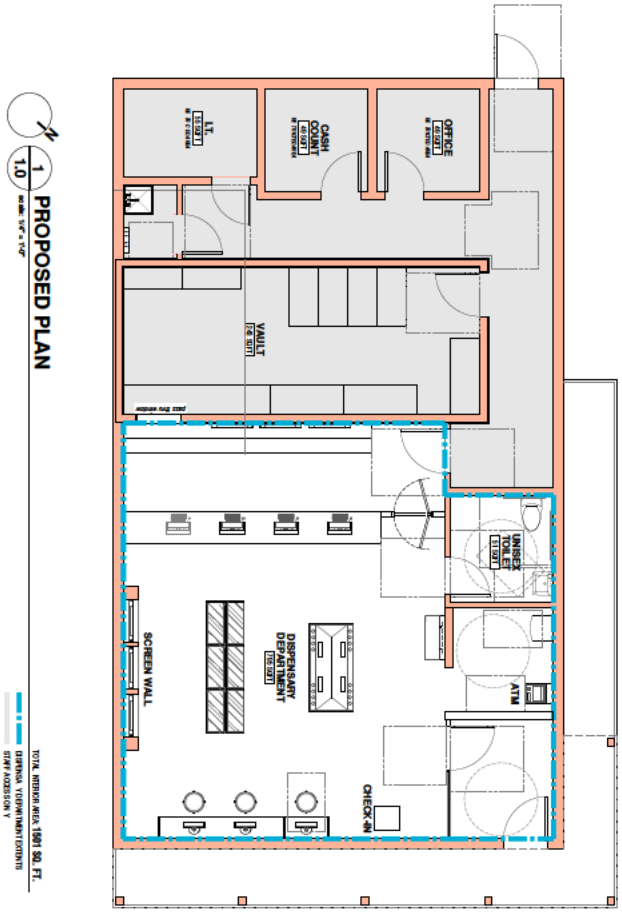


Blueprint – Opelika Dispensing Site – Attachment to Exhibit 31, Section 31.6



Blueprint – Birmingham Dispensing Site – Attachment to Exhibit 31, Section 31.6

Blueprint – Birmingham Dispensing Site – Attachment to Exhibit 31, Section 31.6



Blueprint – Birmingham Dispensing Site – Attachment to Exhibit 31, Section 31.6

[redacted]

1
1.1
SECURITY PLAN

Blueprint – Mobile Dispensing Site – Attachment to Exhibit 31, Section 31.6

2 / 0.0 EXTERIOR RENDERING - MAIN ENTRANCE

N

1 / 0.0 SITE PLAN

sheet 0.0
proposed site plan & rendering
30 december 2022 - AMCC APPLICATION

insa MOBILE
7900 AIRPORT BOULEVARD
MOBILE, AL 36608

PRELIMINARY
NOT ISSUED FOR
CONSTRUCTION

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architecture & design
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513.272.8099 | www.drawingdept.com

Blueprint – Mobile Dispensing Site – Attachment to Exhibit 31, Section 31.6

[redacted]

1.1 1 SECURITY PLAN

sheet 1.1
security plan
30 december 2022 - AMCC APPLICATION

insa MOBILE
7900 AIRPORT BOULEVARD
MOBILE, AL 36608

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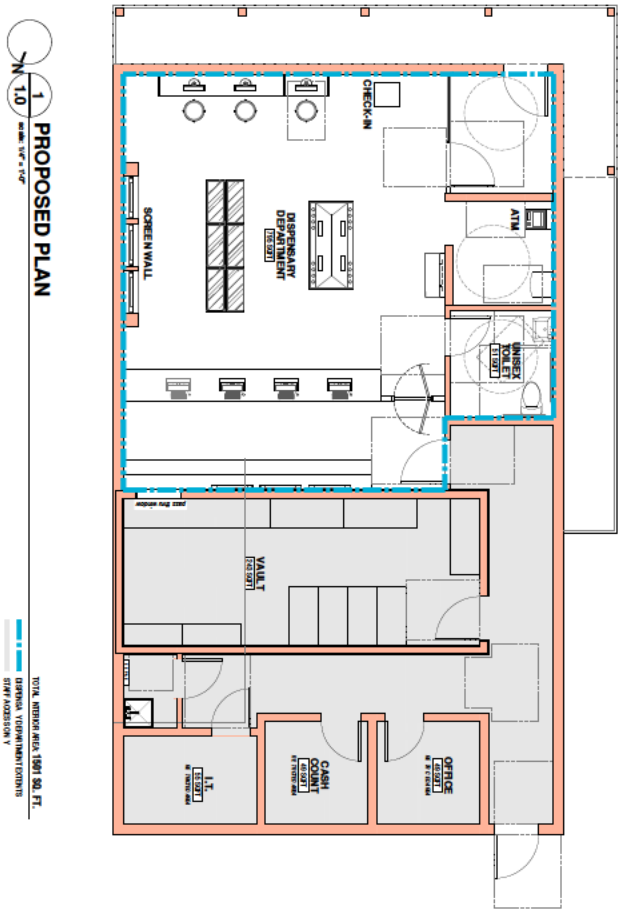
513.272.8099 | www.drawingdept.com

Blueprint – Mobile Dispensing Site – Attachment to Exhibit 31, Section 31.6



insa MOBILE
7900 AIRPORT BOULEVARD
MOBILE, AL 36608

PRELIMINARY
NOT ISSUED FOR CONSTRUCTION

drawing dept
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513.272.8099 | www.drawingdept.com

Exhibit 32 – Engineering Plans and Specifications (Cultivation Facilities)

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	3/1/23
Signature of Verifying Individual	**Verification Date**

Applicant provides herein engineering plans and specifications for its cultivation facility located at 6030 Perimeter Pkwy, Montgomery, AL 36116 to address each of the following:

- ***A detailed plan and elevation drawings of all operational areas involved with the production of cannabis plants. This should include dimensions and elevation referenced to a single-facility benchmark.***

Applicant has attached a detailed plan and elevation drawings of the operational areas involved in the production of cannabis. See attached Floor Plan (identified as "Floorplan – Attachment to Exhibit 32)

- ***Cross-sections that show the construction details and their dimensions to provide verification of construction materials, enhancement for security measures, and biosecurity measures.***

Applicant has attached engineering plans with construction details and dimensions to provide verification of construction materials, security, and biosecurity measures. See attached Floor Plan (identified as "Floor Plan – Attachment to Exhibit 32) and Electrical Plan (identified as "Electrical Plan – Attachment to Exhibit 32).

- ***Identification of all employee-accessible nonproduction areas.***

Applicant has an engineering plant that identifies all restricted access areas, employee access areas and public access areas. See Page E6.0 of Electrical Plan (identified as "Electrical Plan – Attachment to Exhibit 32) for these specific details.

- ***The location, size, and capacity of all storage areas, ventilation systems, and equipment used for the production of cannabis.***

Applicant has provided the location, size and capacity of all storage areas in Floor Plan (identified as "Floor Plan – Attachment to Exhibit 32). The ventilation system detail is included in page E4.0 of Electrical Plan (identified as "Electrical Plan – Attachment to Exhibit 32) and pages M1.0 and M3.0 of HVAC Plan (identified as "HVAC Plan – Attachment to Exhibit 32").

- ***The location and door material specifications of all entrances and exits to the cultivation facility, as well as the physical makeup and specifications of all outer walls of the enclosed structure.***

Applicant has provided the location and door material specifications for all entrances and exits to the cultivation facility in Floor Plan (identified as "Floor Plan – Attachment to Exhibit 32). The door schedule, partition type schedule and the structural make up of the inventory side wall, and existing walls are located on the left side of this attachment.

- ***The location and specifications of any windows, skylights and roof hatches.***

Applicant has provided the locations and specifications of all windows that will exist at the facility in the Electrical Plan (identified as "Electrical Plan – Attachment to Exhibit 32). The plans do not call for the installation of skylights or roof hatches.

- ***The location of all monitoring cameras and their field of view, verified to be operating 24 hours per day.***

Applicant provides Electrical Plan (identified as "Electrical Plan – Attachment to Exhibit 32) for all monitoring cameras and verifies the cameras are to be operated 24 hours a day. See page E6.0 of Electrical Plan for security feature details.

- ***The location of all alarm inputs (door contacts, motion detectors, duress/hold up devices) and alarm sirens.***

Applicant provides Electrical Plan (identified as "Electrical Plan – Attachment to Exhibit 32) that demonstrates the proposed location of all alarm inputs. This plan includes a security devices legend providing additional detail about the placement of motion detectors, door alarms, duress alarms and glass break detectors. See page E6.0 of Electrical Plan for security feature details.

- ***The location of the digital audio/video recorder and alarm control panel.***

Applicant has provided Electrical Plan (identified as "Electrical Plan – Attachment to Exhibit 32) including the location of a digital audio/video recorder and the alarm control

panel. These items are located security room. See page E6.0 of Electrical Plan for security feature details.

- ***The location of all restricted, employee-accessible and public areas.***

Applicant has provided Electrical Plan (identified as "Electrical Plan – Attachment to Exhibit 32) that clearly sets out the restricted, employee and public access areas. These areas are color coded on page E6.0 of Electrical Plan.

- ***The location where all plant inputs and application equipment are stored.***

Applicant has provided Electrical Plan (identified as "Electrical Plan – Attachment to Exhibit 32) that shows where the plant inputs and application equipment are stored. This room is called the RO/Fertigation/Resource room. Please see page E6.0 of Electrical Plan for the specific details of this room.

- ***The location of all enclosed, secure areas or loading/unloading docks…***

Applicant has provided Electrical Plan (identified as "Electrical Plan – Attachment to Exhibit 32) that shows the enclosed, secure areas for loading and unloading cannabis or medical cannabis. This is named the Facility Support/Shipping Receiving room and is shown on page E6.0 of Electrical Plan.

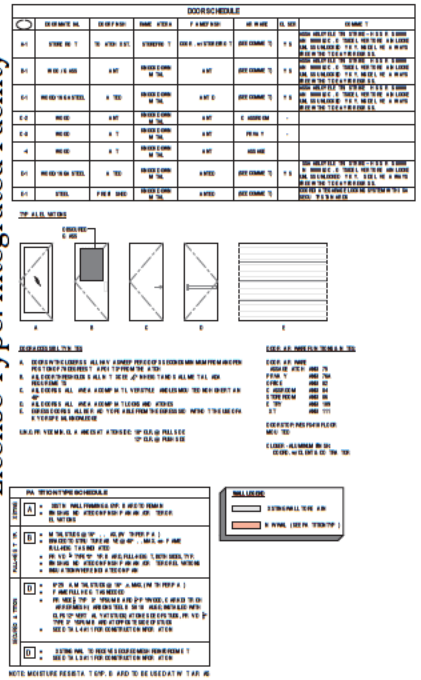
- ***The location of any area used to store medical cannabis that has been returned to the cultivation facility from a processor or dispensary.***

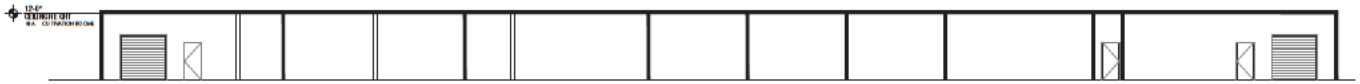
Applicant has provided Electrical Plan (identified as "Electrical Plan – Attachment to Exhibit 32) that shows the areas used to store medical cannabis. This will be used for all medical cannabis storage need and it named the Vault on page E6.0 of Electrical Plan.

PRELIMINARY
NOT ISSUED FOR CONSTRUCTION

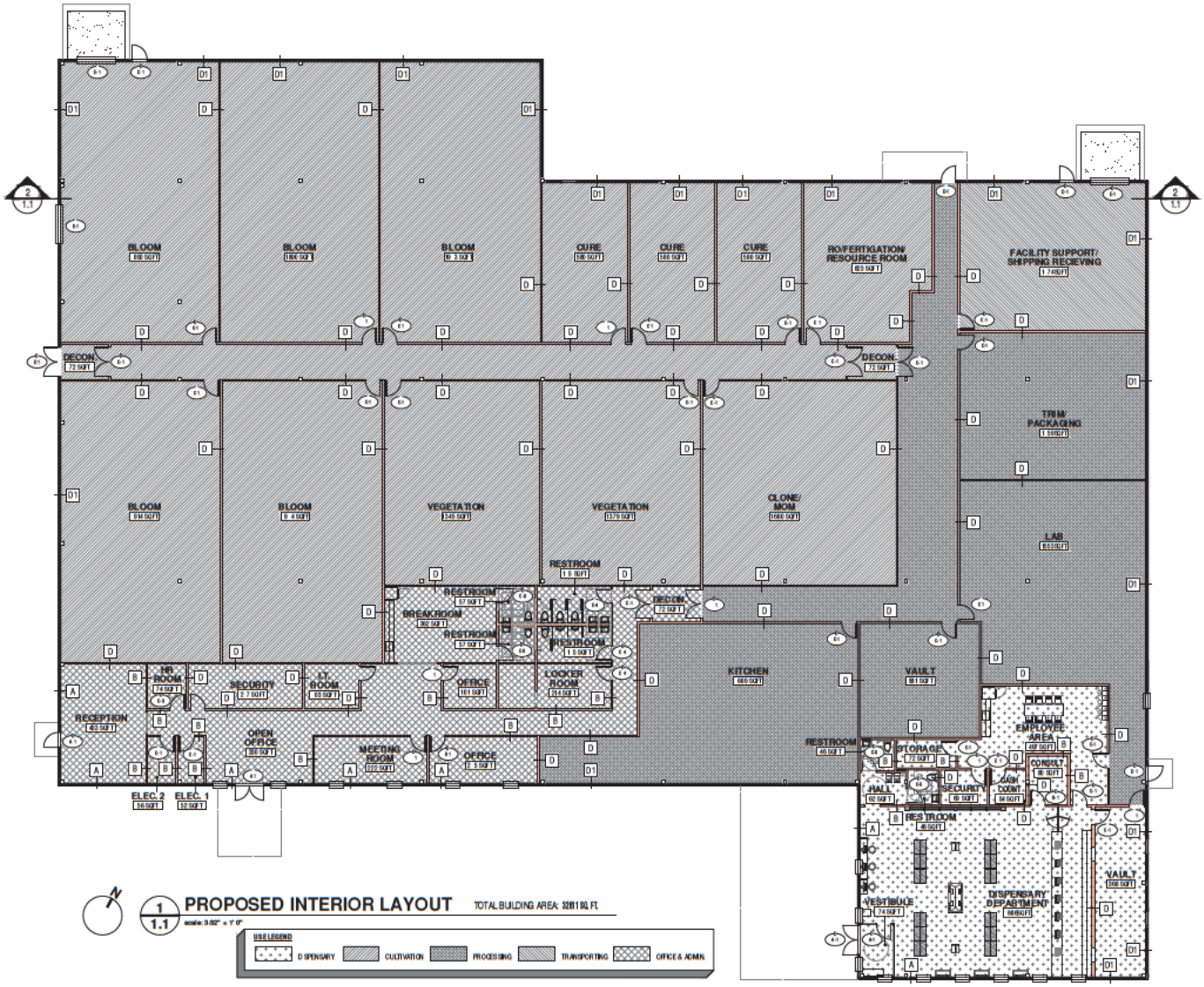
Floor Plan – Attachment to Exhibit 32

License Type: Integrated Facility





2 1.1 PROPOSED INTERIOR ELEVATION
scale: 3/32" = 1' 0"



1 1.1 PROPOSED INTERIOR LAYOUT TOTAL BUILDING AREA: 32811 SQ. FT.
scale: 3/32" = 1' 0"

Exhibit 32 - Engineering Plans and Specifications

sheet 1.1

proposed plan
30 december 2022 - AMCC APPLICATION

MONTGOMERY
6030 PERIMETER PARKWAY
MONTGOMERY, AL 36116

Electrical Plan – Attachment to Exhibit 32

License Type: Integrated Facility

ELECTRICAL LEGEND

NOTES:
* ALL MOUNTING HEIGHTS GIVEN ARE TO CENTERLINE OF DEVICE UNLESS OTHERWISE NOTED.
* ALL SYMBOL MAY NOT BE USED.

SYMBOL	DESCRIPTION
S	SINGLE POLE TOGGLE SWITCH - MOUNT AT 48 A.F.F. * SUB-SMALL LETTER INDICATED SWITCHED LEG.
S3	THREE WAY TOGGLE SWITCH - MOUNT AT 48 A.F.F. * SUB-SMALL LETTER INDICATED SWITCHED LEG.
S4	FOUR WAY TOGGLE SWITCH - MOUNT AT 48 A.F.F. * SUB-SMALL LETTER INDICATED SWITCHED LEG.
SK	SINGLE POLE KEYED TOGGLE SWITCH - MOUNT AT 48 A.F.F. * SUB-SMALL LETTER INDICATED SWITCHED LEG.
S3K	THREE WAY KEYED TOGGLE SWITCH - MOUNT AT 48 A.F.F. * SUB-SMALL LETTER INDICATED SWITCHED LEG.
S4K	FOUR WAY KEYED TOGGLE SWITCH - MOUNT AT 48 A.F.F. * SUB-SMALL LETTER INDICATED SWITCHED LEG.
SDM	DIMMER SWITCH WITH MOMENTARY ON/OFF BUTTON - MOUNT AT 48 A.F.F. * SUB-SMALL LETTER INDICATED SWITCHED LEG.
SM	MOMENTARY ON/OFF SWITCH - MOUNT AT 48 A.F.F. * SUB-SMALL LETTER INDICATED SWITCHED LEG.
SLV	LOW VOLTAGE ON/OFF SWITCH - MOUNT AT 48 A.F.F. * SUB-SMALL LETTER INDICATED SWITCHED LEG.
SD	LOW VOLTAGE ON/OFF DIMMING SWITCH - MOUNT AT 48 A.F.F. * SUB-SMALL LETTER INDICATED SWITCHED LEG.
SVS	WALL MOUNTED DUAL TECHNOLOGY VACANCY SENSOR SWITCH - MOUNT AT 48 A.F.F. * SUB-SMALL LETTER INDICATED SWITCHED LEG.
SOS	WALL MOUNTED DUAL TECHNOLOGY OCCUPANCY SENSOR SWITCH - MOUNT AT 48 A.F.F. * SUB-SMALL LETTER INDICATED SWITCHED LEG.
SP	PILOT LIGHT SWITCH - MOUNT AT 48 A.F.F.
SMT	TIMER SWITCH - MOUNT AT 48 A.F.F.
S3T	MATCHING REMOTE SWITCH WITH INDICATOR LED FOR USE WITH TIMER SWITCH FOR 3-WAY APPLICATION - MOUNT AT 48 A.F.F.
ST	THERMAL OVERLOAD SWITCH - MOUNT AT FRACTIONAL HP MOTOR
	CEILING MOUNTED OCCUPANCY SENSOR - DUAL TECHNOLOGY * SUB-SMALL LETTER INDICATED SWITCHED LEG.
	CEILING MOUNTED VACANCY SENSOR - DUAL TECHNOLOGY * SUB-SMALL LETTER INDICATED SWITCHED LEG.
	PHOTOCELL
	INVERTER WITH INTEGRAL BACK-UP BATTERY
	POWER PACK
	GROUNDED DUPLEX RECEPTACLE (NEMA5-20R), TAMPER RESISTANT - MOUNT AT 18 A.F.F. U.N.O.
A	GROUNDED DUPLEX RECEPTACLE (NEMA5-20R), TAMPER RESISTANT - MOUNT ABOVE COUNTER BACKSPLASH OR 2 A.F.F.
C	GROUNDED DUPLEX RECEPTACLE (NEMA5-20R), TAMPER RESISTANT - MOUNT AT CEILING
GFI	GROUNDED DUPLEX RECEPTACLE (NEMA5-20R), TAMPER RESISTANT - GFI TYPE - MOUNT AT 18 A.F.F. U.N.O.
WP	GROUNDED DUPLEX GFI RECEPTACLE (NEMA5-20R), TAMPER RESISTANT W/ WEATHERPROOF WHILE IN USE COVER
	CONTROLLED GROUNDED DUPLEX RECEPTACLE (NEMA5-20R), TAMPER RESISTANT BY SWITCH. CONTROLLED RECEPTACLE SHALL BE PERMANENTLY MARKED AS PER NEC 0.63 (E)
S	GROUNDED DUPLEX RECEPTACLE, TAMPER RESISTANT - STUB UP TO 2 A.F.F. ON 1 (MIN.) RIGID CONDUIT
MW	GROUNDED GFI DUPLEX RECEPTACLE, TAMPER RESISTANT DEDICATED FOR MICROWAVE OVEN - VERIFY EXACT MOUNTING HEIGHT WITH ARCHITECT.
PM	VERTICAL PLUGMOLD WITH OUTLETS AT 12 O.C. - 6' LONG. VERIFY LENGTH WITH ARCHITECT.
U	GROUNDED DUPLEX RECEPTACLE, TAMPER RESISTANT WITH INTEGRAL USB-A & USB-C CHARGING PORTS (EQUAL TO HUBBELL, #USB20ACS).
V	RECESSED OUTLET BOX WITH DUPLEX RECEPTACLE AND PROVISION FOR TWO DATA JACKS WITH 1 CONDUIT & PULL STRING (FOR DATA CABLES) TO CEILING SPACE FOR TV - MOUNT BOX @ 0 A.F.F. CONFIRM MOUNTING HEIGHT WITH OWNER/ARCHITECT.
VH	RECESSED OUTLET BOX WITH DUPLEX RECEPTACLE, HDMI OUTLET AND PROVISION FOR TWO DATA JACKS WITH 1 CONDUIT & PULL STRING (FOR DATA CABLES) FOR TV - MOUNT BOX @ 0 A.F.F. CONFIRM MOUNTING HEIGHT WITH OWNER/ARCHITECT.
C	RECESSED OUTLET BOX WITH DUPLEX RECEPTACLE AND PROVISION FOR ONE DATA JACKS WITH 1 CONDUIT TO CEILING SPACE & PULL STRING (FOR DATA CABLES) FOR TIME CLOCK - MOUNT BOX @ 0 A.F.F. CONFIRM MOUNTING HEIGHT WITH OWNER.
	SPECIAL PURPOSE RECEPTACLE - MATCH NEMA CONFIGURATION OF EQUIPMENT SERVED - MOUNT AT 18 A.F.F. U.N.O.
	GROUNDED DOUBLE DUPLEX RECEPTACLE (NEMA5-20R) - MOUNT AT 18 A.F.F. U.N.O.
	GROUNDED DOUBLE DUPLEX 20V RECEPTACLE - MOUNT AT 18 A.F.F. U.N.O.
	FLUSH MOUNTED FLOOR BOX WITH RECEPTACLE AS LISTED ABOVE
	GROUNDED DUPLEX RECEPTACLE (NEMA5-20R) CONNECTED TO STANDBY GENERATOR (PROVIDE BLACK RECEPTACLE) - MOUNT AT 18 A.F.F. U.N.O. * ALL TAGS (WP, A, C, GFI, ETC) FOR NORMAL RECEPTACLE AS LISTED ABOVE APPLIES.
	GROUNDED DOUBLE DUPLEX RECEPTACLE (NEMA5-20R) CONNECTED TO STANDBY GENERATOR (PROVIDE BLACK RECEPTACLE) - MOUNT AT 18 A.F.F. U.N.O.
	SPECIAL PURPOSE RECEPTACLE CONNECTED TO STANDBY GENERATOR (PROVIDE BLACK RECEPTACLE) - MATCH NEMA CONFIGURATION OF EQUIPMENT SERVED - MOUNT AT 18 A.F.F. U.N.O.

SYMBOL	DESCRIPTION
	TELEPHONE OUTLET WITH BACKBOX, 1 CONDUIT TO CEILING SPACE, PULL STRING AND 90 DEGREE ELBOW - MOUNT AT 18 A.F.F. U.N.O.
	DATA OUTLET WITH BACKBOX, 1 CONDUIT TO CEILING SPACE, PULL STRING AND 90 DEGREE ELBOW - MOUNT AT 18 A.F.F. U.N.O.
TC	RECESSED OUTLET BOX WITH DUPLEX RECEPTACLE AND PROVISION FOR ONE DATA JACKS WITH 1 CONDUIT TO CEILING SPACE & PULL STRING (FOR DATA CABLES) FOR TIME CLOCK - MOUNT BOX @ 0 A.F.F. CONFIRM MOUNTING HEIGHT WITH OWNER.
TV	RECESSED OUTLET BOX WITH DUPLEX RECEPTACLE AND PROVISION FOR TWO DATA JACKS WITH 1 CONDUIT & PULLING (FOR DATA CABLES) TO CEILING SPACE FOR TV - MOUNT BOX @ 70 A.F.F. CONFIRM MOUNTING HEIGHT WITH OWNER/ARCHITECT.
VH	RECESSED OUTLET BOX WITH DUPLEX RECEPTACLE, HDMI OUTLET AND PROVISION FOR TWO DATA JACKS WITH 1 CONDUIT & PULLING (FOR DATA CABLES) TO CEILING SPACE FOR TV - MOUNT BOX @ 70 A.F.F. CONFIRM MOUNTING HEIGHT WITH OWNER/ARCHITECT.
	FLUSH MOUNTED FLOOR BOX WITH DATA DEVICES AS LISTED ABOVE
	FLUSH MOUNTED FLOOR BOX WITH RECEPTACLE DATA DEVICES AS LISTED ABOVE
	FLUSH MOUNTED FLOOR BOX WITH RECEPTACLE, HDMI OUTLET AND PROVISION FOR DATA OUTLET AS LISTED ABOVE
	COMBINATION POWER DATA POLE
	JUNCTION BOX WITH CATV OUTLET AND 1 1/2" CONDUIT TO CEILING SPACE WITH PULL STRING.
	POWER AND TEL/DATA CONNECTION POINT FOR SYSTEMS FURNITURE FEED
	JUNCTION BOX
	MOTORIZED DAMPER
	MOTOR
	EMERGENCY SWITCH - MOUNT AT 48 A.F.F.
	NON-FUSED SAFETY DISCONNECT SWITCH MOUNT TOP AT 75 A.F.F. U.N.O.
	FUSED SAFETY DISCONNECT SWITCH - MOUNT TOP AT 75 A.F.F. U.N.O.
	MAGNETIC MOTOR STARTER
	COMBINATION DISCONNECT SWITCH MAGNETIC MOTOR STARTER
	PUSH BUTTON
	BELL
	BUZZER SYSTEM
	STEP DOWN TRANSFORMER
	SURFACE MOUNTED ELECTRICAL PANEL - REFER TO PANEL SCHEDULES & POWER RISER DIAGRAM FOR VOLTAGE, RATING AND FEEDER SIZE.
	RECESSED MOUNTED ELECTRICAL PANEL - REFER TO PANEL SCHEDULES & POWER RISER DIAGRAM FOR VOLTAGE, RATING AND FEEDER SIZE.
	TRANSFORMER
	LIGHTING CONTROL RELAY PANEL
SA	CALL-FOR-AID SWITCH - MOUNT AT 48 A.F.F. WITH PULL CORD 06 A.F.F. (EQUAL TO EDWARDS, #653)
	CAL-FOR-AID BUZZER LIGHT - MOUNT ABOVE DOOR @ 7'-6" A.F.F. (EQUAL TO #EDWARDS, # 0078-NB)
	TIME LOCK
	EMERGENCY POWER CONTROL RELAY
IM	EMERGENCY POWER CONTROL RELAY WITH IMMIMABLE CONTROL
	WIRELESS ACCESS POINT (WAP) WITH J-BOX AND 1 CONDUIT AND PULL STRING
	CEILING MOUNTED SPEAKER
	WALL MOUNTED SPEAKER
VC	SPEAKER VOLUME CONTROL
	CLOCK
	COMBINATION SPEAKER CLOCK
SC	JUNCTION BOX AND POWER CONNECTION FOR SECURITY SYSTEM.
HD	JUNCTION BOX AND POWER CONNECTION FOR HANDDRYER.
CRL	ROOM CONTROL PANEL GROWLINK/ARGUS - BY OTHERS
RPx	RELAY PANEL FOR GROWLIGHT - BY ELECTRICAL CONTRACTOR.
TGB	TELEPHONE GROUNDING BAR
TMGB	TELEPHONE MAIN GROUNDING BAR
	BRANCH CIRCUIT WIRING
	BRANCH CIRCUIT FEEDER
	UNSWITCHED BRANCH CIRCUIT WIRING
	ELECTRICAL GROUND

ELECTRICAL LEGEND

NOTE: ALL MOUNTING HEIGHTS GIVEN ARE TO CENTERLINE OF DEVICE UNLESS OTHERWISE NOTED.

SYMBOL	DESCRIPTION
	2'x4' CEILING RECESSED MOUNTED LIGHT FIXTURE. * SUB-CAPITAL LETTER INDICATES TYPE, REFER TO LIGHTING FIXTURES SCHEDULE * SUB-SMALL LETTER INDICATES DESIGNATED SWITCHLEG, REFER TO PLAN.
	2'x4' CEILING RECESSED MOUNTED LIGHT FIXTURE WITH INTEGRAL BACK-UP BATTERY. * SUB-CAPITAL LETTER INDICATES TYPE, REFER TO LIGHTING FIXTURES SCHEDULE * SUB-SMALL LETTER INDICATES DESIGNATED SWITCHLEG, REFER TO PLAN.
	2'x2' CEILING RECESSED MOUNTED LIGHT FIXTURE. * SUB-CAPITAL LETTER INDICATES TYPE, REFER TO LIGHTING FIXTURES SCHEDULE * SUB-SMALL LETTER INDICATES DESIGNATED SWITCHLEG, REFER TO PLAN.
	2'x4' CEILING RECESSED MOUNTED LIGHT FIXTURE WITH INTEGRAL BACK-UP BATTERY. * SUB-CAPITAL LETTER INDICATES TYPE, REFER TO LIGHTING FIXTURES SCHEDULE * SUB-SMALL LETTER INDICATES DESIGNATED SWITCHLEG, REFER TO PLAN.
	'PENDANT' MOUNTED LINEAR LIGHT FIXTURE. * SUB-CAPITAL LETTER INDICATES TYPE, REFER TO LIGHTING FIXTURES SCHEDULE * SUB-SMALL LETTER INDICATES DESIGNATED SWITCHLEG, REFER TO PLAN.
	'PENDANT' MOUNTED LINEAR LIGHT FIXTURE WITH INTEGRAL BACK-UP BATTERY. * SUB-CAPITAL LETTER INDICATES TYPE, REFER TO LIGHTING FIXTURES SCHEDULE * SUB-SMALL LETTER INDICATES DESIGNATED SWITCHLEG, REFER TO PLAN.
	'SURFACE' MOUNTED LINEAR LIGHT FIXTURE. * SUB-CAPITAL LETTER INDICATES TYPE, REFER TO LIGHTING FIXTURES SCHEDULE * SUB-SMALL LETTER INDICATES DESIGNATED SWITCHLEG, REFER TO PLAN.
	'SURFACE' MOUNTED LINEAR LIGHT FIXTURE WITH INTEGRAL BACK-UP BATTERY. * SUB-CAPITAL LETTER INDICATES TYPE, REFER TO LIGHTING FIXTURES SCHEDULE * SUB-SMALL LETTER INDICATES DESIGNATED SWITCHLEG, REFER TO PLAN.
	GROWLIGHT: * SUB-CAPITAL LETTER INDICATES TYPE, REFER TO LIGHTING FIXTURES SCHEDULE
	SINGLE/DOUBLE FACE EXIT SIGN WALL/CEILING MOUNTED WITH INTEGRAL BACK-UP BATTERY AND DIRECTIONAL ARROWS AS SHOWN. * SUB-CAPITAL LETTER INDICATES TYPE, REFER TO LIGHTING FIXTURES SCHEDULE.
	SINGLE/DOUBLE FACE EXIT SIGN WALL/CEILING MOUNTED WITH EMERGENCY HEADS, INTEGRAL BACK UP BATTERY AND DIRECTIONAL ARROWS AS SHOWN. * SUB-CAPITAL LETTER INDICATES TYPE, REFER TO LIGHTING FIXTURES SCHEDULE.
	EMERGENCY LIGHT FIXTURE WITH INTEGRAL BACK-UP BATTERY. * SUB-CAPITAL LETTER INDICATES TYPE, REFER TO LIGHTING FIXTURES SCHEDULE.
	DOUBLE REMOTE HEADS. * SUB-CAPITAL LETTER INDICATES TYPE, REFER TO LIGHTING FIXTURES SCHEDULE.

FIRE ALARM LEGEND

NOTES:
1. NOT ALL SYMBOLS MAY BE USED.

SYMBOL	DESCRIPTION
	MANUAL FIRE ALARM PULL STATION - MOUNT AT 48 A.F.F.
	FIRE ALARM VISUAL ONLY INDICATING UNIT - WALL MOUNTED INDICATE CANDELARA ING
	FIRE ALARM AUDIO AND VISUAL INDICATING UNIT (HORN-STROBE DEVICE) - WALL MOUNTED INDICATE CANDELARA ING
	FIRE ALARM VISUAL ONLY INDICATING UNIT (STROBE DEVICE) - CEILING MOUNTED INDICATE CANDELARA ING
	FIRE ALARM AUDIO AND VISUAL INDICATING UNIT (HORN-STROBE DEVICE) - CEILING MOUNTED INDICATE CANDELARA ING
WP	EXTERIOR FIRE ALARM AUDIO AND VISUAL INDICATING UNIT (WEATHERPROOF) - WALL MOUNTED
	SMOKE DETECTOR, CEILING MOUNTED
	HEAT DETECTOR, CEILING MOUNTING
D	CO DETECTOR, CEILING MOUNTED
SD	FIRE SMOKE DAMPER
	DUCT SMOKE DETECTOR
	REMOTE TEST/RESET SWITCH WITH INDICATOR LAMP - MOUNT AT 18" A.F.F.
	REMOTE CONTROL RELAY
	FIRE ALARM BELL
	END-OF-LINE RESISTOR
	FIRE ALARM MASTER BOX
	KNOX BOX
	MONITOR MODULE
	CONTROL MODULE
	ISOLATION MODULE
	TAMPER SWITCH BY OTHER
	FLOW SWITCH BY OTHER
	PRESSURE SWITCH BY OTHER
	FIRE ALARM CONTROL PANEL
	FIRE ALARM TERMINAL CABINET
	FIRE ALARM BOOSTER PANEL
	FIRE ALARM ANNUNCIATOR PANEL
	JUNCTION BOX
	REMOTE ALARM INDICATOR

ABBREVIATION

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
A	AMPERE	J	JUNCTION BOX
A.F.F.	ABOVE FINISH FLOOR	KEF	KITCHEN EXHAUST FAN
APS	AUXILIARY POWER SUPPLY	LCP	LIGHTING CONTROL PANEL
C	CONDUIT	LTG	LIGHTING
CKT	CIRCUIT	LV	LOW VOLTAGE
CU	CONDENSING UNIT	MCB	MAIN CIRCUIT BREAKER
DE	DEMOLITION	MD	MOTORIZED DAMPER
DF	DESTRATIFICATION FAN	MDP	MAIN DISTRIBUTION PANEL
DWCP	DOMESTIC WATER CIRCULATING PUMP	MH	MOUNTING HEIGHT
E.C.	ELECTRICAL CONTRACTOR	MLO	MAIN LUGS ONLY
EF	EXHAUST FAN	N	NEW
EM	EMPROVIDED WITH OR CONNECTED TO EMERGENCY POWER	NL	NIGHT LIGHT
		P	POLE
EMT	ELECTRICAL METALLIC TUBING	PE	PRIMARY ELECTRIC SERVICE
ER	EXISTING TO REMAIN	PP	POWER PANEL
ETP	ELECTRONIC TRAP PRIMER	PVC	POLYVINYL CHLORIDE CONDUIT
ETR	EXISTING TO REMAIN	RE	RELOCATE
EV	EVAPORATOR UNIT	RGS	RIGID GALVANIZED STEEL CONDUIT
EWC	ELECTRIC WATER COOLER	RTU	ROOFTOP UNIT
EWH	ELECTRIC WATER HEATER	SF	SAFETY SWITCH
EX	EXISTING TO REMAIN	SW	SWITCHBOARD
FACP	FIRE ALARM CONTROL PANEL	TBD	TO BE DETERMINED
FATC	FIRE ALARM TERMINAL CABINET	TV	TELEVISION
G.C.	GENERAL CONTRACTOR	TX	TRANSFORMER
GFI	GROUND FAULT INTERRUPTER	U.N.O.	UNLESS NOTED OTHERWISE
HT	HEAT TRACE	WH	WATER HEATER
HVAC	HEATING VENTILATION AIR CONDITIONING	WP	WEATHER PROOF
		ZD	ZONE DAMPER
IG	ISOLATED GROUND		

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12/20/2022

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Exhibit 32 - Engineering Plans and Specifications

E0.0
ELECTRICAL LEGEND
20 DECEMBER 2022 - PRELIMINARY PLAN

22-386

E1.0
ELECTRICAL LIGHTING PLAN
20 DECEMBER 2022 - PRELIMINARY PLAN

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1 E1.1 ELECTRICAL GROW LIGHTS WIRING PLAN - BLOOM ROOMS #1,2&3
SCALE: 1/4" 1'-0"

ELECTRICAL GROW LIGHT WIRING

PLAN KEY NOTES

1. INSTALL 20 AMPS, 1 PHASE, 120 V CIRCUIT FOR SMALL GROW LIGHT'S BRANCH CIRCUIT. TYPICAL NOTE.
2. CONTRACTOR TO PROVIDE AND INSTALL WEATHERPROOF COVER WHILE IN USE AND VERIFY IN PLACE OF A NOTION BOX FOR EACH GROWL GRT TYPE (GL1). COORDINATE MOUNTING HEIGHT OF OUTLET WITH OWNER. TYPICAL NOTE FOR GROW LIGHT TYPE (GL1).
3. CONTRACTOR TO COORDINATE WITH OWNER CON. ROLCON RACTOR THE NEEDED CONTRACTOR TO PROVIDE CONTROL WIRES AND CONDUITS FROM D MAING CON. ROLL ERGROW, MCP PANEL TO EACH GROUP OF CONTRAC. GROW REQUIREMENT PER GROW LIGH S VENDOR CONTROL.
4. CONTRAC. OR TO PROVIDE UNINSTALLED GROW LIGHT PROVIDE THREADED RCOMPENDANT CABLES FROM UNINSTALL O LIGHTS GROW LIGHTS. COORDINATE MOUNTING HEIGHT WITH GROW LIGH S VENDOR.
5. NOT USED
6. WIRE & LIGHTING CIRCUITS FOR GROW LIGHTS OF BLOOM ROOM #1 THRU LIGHTING CONTROL RELAY PANEL RP1a / RP1b.
7. WIRE & LIGHTING CIRCUITS FOR GROW LIGHTS OF BLOOM ROOM #2 THRU LIGHTING CONTROL RELAY PANEL RP2a / RP2b.
8. WIRE & LIGHTING CIRCUITS FOR GROW LIGHTS OF BLOOM ROOM #3 THRU LIGHTING CONTROL RELAY PANEL RP3a / RP3b.

E1.1
ELECTRICAL GROW LIGHTS WIRING PLAN
20 DECEMBER 2022 - PRELIMINARY PLAN

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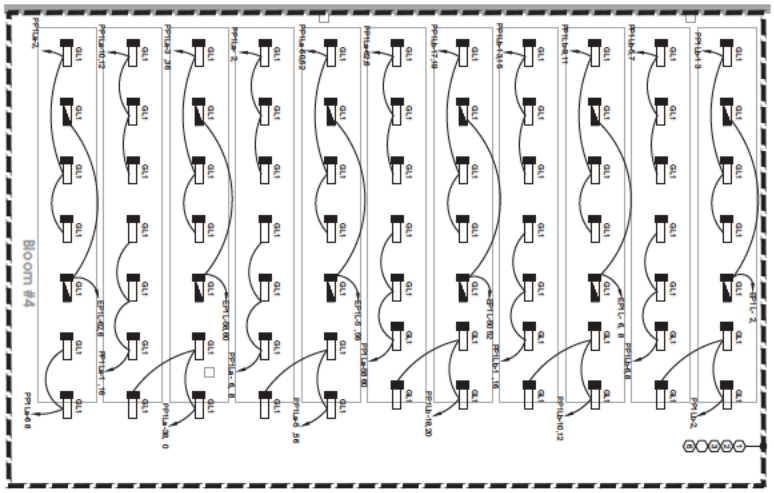
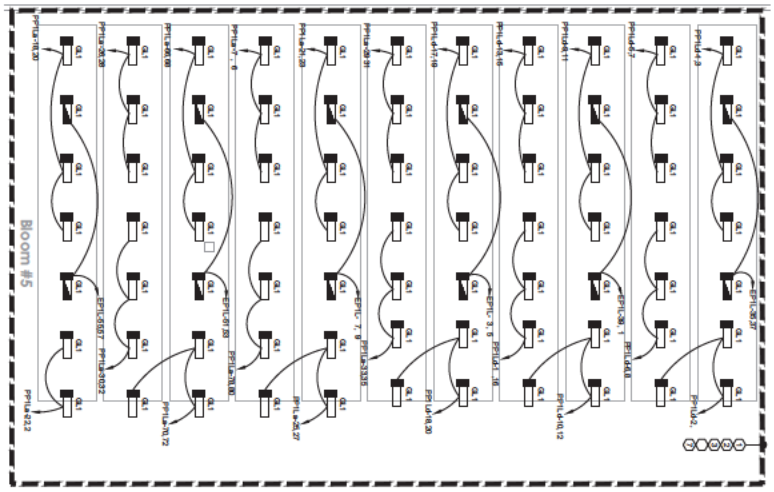
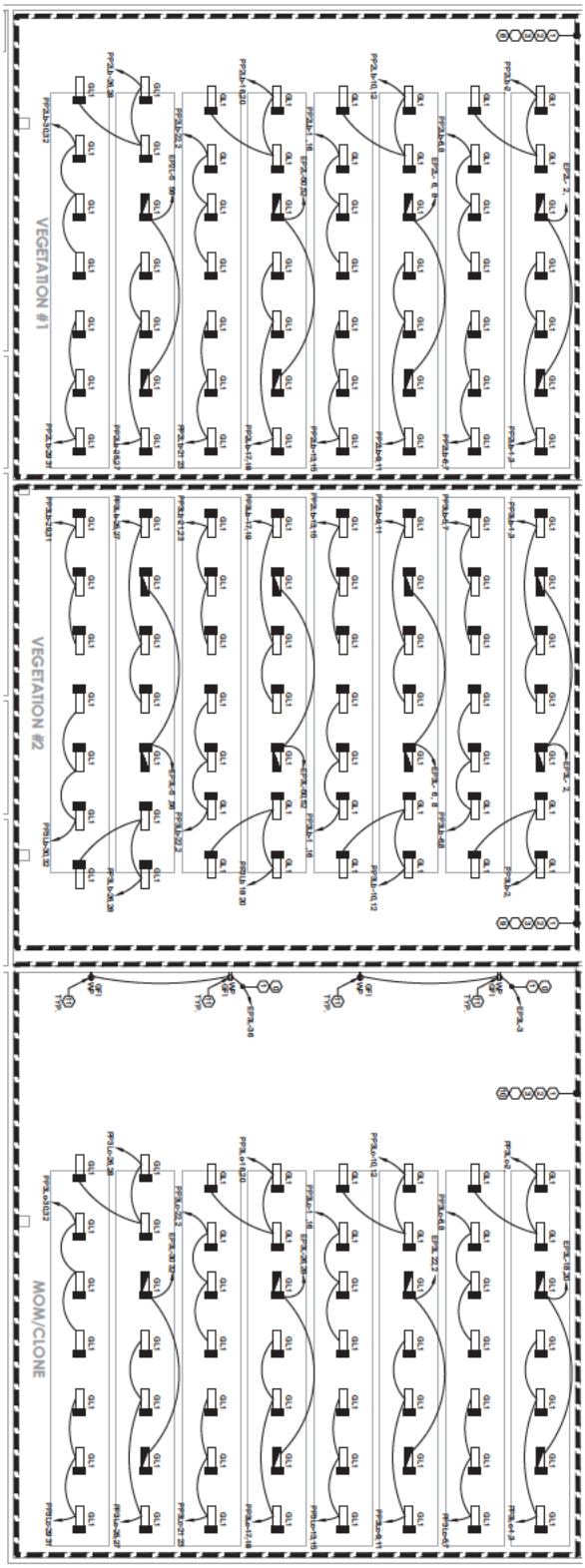




1 E1.2 ELECTRICAL GROW LIGHTS WIRING PLAN - BLOOM ROOMS #4&5
SCALE 1/4" 1'-0"

ELECTRICAL GROW LIGHT WIRING PLAN KEY NOTES
1. PROVIDE 3# WIAWG, 1# EWAWG, G, N 3/4" CONDUIT THRU CABINET C. ROUT FOR ALL GROW LIGHT 'S BRANCH C ROUT. TYPICAL NOTE.
2. CONTRACTOR TO PROVIDE 20A/208VAC IN OUTLET (NEMA 6-15) WITH WEA. WEATHERPROOF COVER. WHILE INUSE AND WEATHERPROOF JUNCTION BOX WITH HINGED COVER AND 1/2" FLEXIBLE CONDUIT TO LIGHT OF OUTLET WITH OWNER. TYPICAL NOTE FOR GROW LIGHT. "PE (GL)"
3. CONTRACTOR TO COORDINATE WITH OWNER/CONTROLS CONTRACTOR THE D MANNS CON. ROL OF GROW LIGHT 'S AND PROVIDE MATERIALS AS NEEDED. CONTRAC. OR O PROV DE CON. ROL WIRES AND CONDUIT & GROW LIGHT FOR DIMMING & FOR GROW LIGHT 'S VENDOR CON. ROL CONTRACTOR 'S REQUIREMENT.
CONTRACTOR TO PROVIDE UNISTRUT TO HANG GROW LIGHT. PROVIDE THREADED ROD REQUIRED AT GAS ES FROM UNIS. RUT TO HANG GROW LIGHT & COORD NATE MOUN. ING HEIGHT IN HORIZON LIGHT 'S VENDOR.
5. NOT USED.
6. WIRE ALL LIGHTING CIRCUI S FOR GROW L GHTS OF BLOOM ROOM # THRU LIGHTING CON ROL RELAY PANEL RP # / RP b.
7. WIRE ALL LIGHTING CIRCUI S FOR GROW L GHTS OF BLOOM ROOM #5 THRU LIGHTING CON ROL RELAY PANEL RP5a / RP5b.
8. WIRE ALL LIGHTING CIRCUI S FOR GROW L GHTS OF VEG ROOM #1 THRU LIGHTING CON ROL RELAY PANEL RP6.
9. WIRE ALL LIGHTING CIRCUI S FOR GROW L GHTS OF VEG ROOM #2 THRU LIGHTING CON ROL RELAY PANEL RP7.
10. WIRE ALL LIGHTING CIRCUI S FOR GROW L GHTS OF MOM ROOM THRU LIGHTING CON ROL RELAY PANEL RP8.
11. RECEPTACLE FOR CLONE LIGHT. COORDINATE MOUNTING HEIGHT WITH OWNER. CONTRACTOR O PROV DE LABEL ON COVER FOR CLONE LIGHT.



2 E1.2 ELEC. GROW LIGHTS WIRING PLAN VEG ROOMS 1&2 AND MOM ROOM
SCALE 1/4" 1'-0"

E1.2
ELECTRICAL GROW LIGHTS WIRING PLAN
20 DECEMBER 2022 - PRELIMINARY PLAN

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MONTGOMERY, AL 36116

RZ Design Associates, Inc.
MECHANICAL, ELECTRICAL, AND STRUCTURAL ENGINEERING
795 OLD MAIN STREET
SUITE 202
MOUNT VEIL, NY 08067
P: (856) 439-4200
F: (856) 439-4202
www.rzdesignassociates.com

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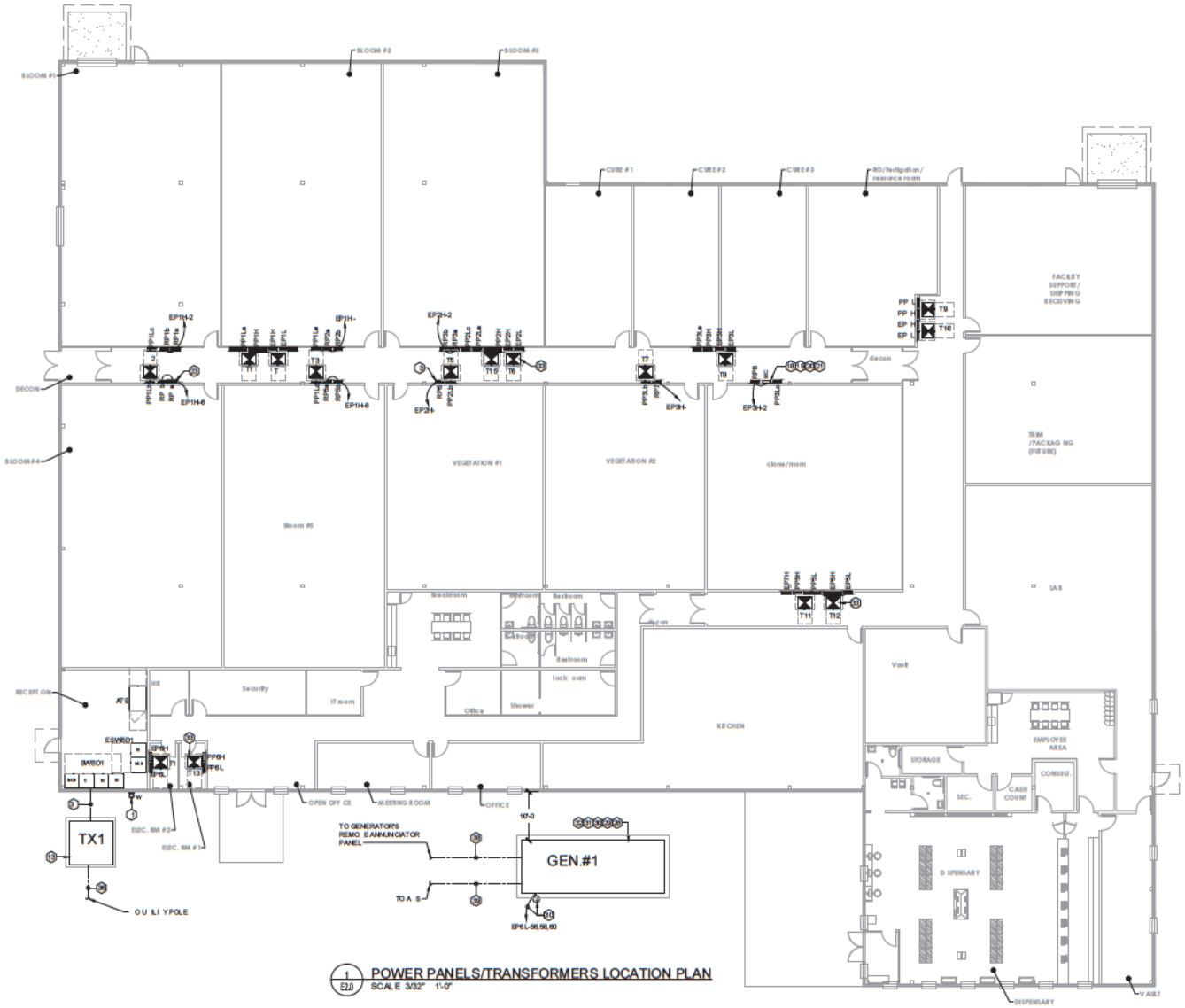

1 E2.0 POWER PANELS/TRANSFORMERS LOCATION PLAN
SCALE 3/32" 1'-0"

ELECTRICAL POWER PLAN KEY NOTES

1. NEW WEIGA HERPROOF METER SOCKET AS PER LOCAL UTILITY COMPANY'S REQUIREMENT. COORDINATE EXACT REQUIREMENT AND LOCATION WITH LOCAL UTILITY COMPANY PRIOR TO ANY WORK. PROVIDE 2 IMC CONDUIT WITH PULLSTRING FROM METER TO ITS CT CABINET. PROVIDE LABEL/TAGS ON EACH METER.
2. APPROXIMATE LOCATION FOR UTILITY TRANSFORMERS, COORDINATE WITH CIVIL DRAWINGS AND LOCAL UTILITY COMPANY. PROVIDE CONCRETE PAD, COORDINATE EXACT DIMENSION WITH LOCAL UTILITY COMPANY.
3. PROVIDE SYSTEM MAINLIGHTING CONTROLLER FOR RELAY PANELS WITH BACnet OPTION, EQUAL TO nLIGHT #nECYMINI-BAC 8HB ENCGFXK. PROVIDE GRAPHIC TOUCH SCREEN, EQUAL TO nLIGHT #nGWY3GFXM WITH POWER SUPPLY (#PS150). PROVIDE 8-PORT BRIDGE AS REQUIRED (EQUAL TO #nLIGHT nBRG8NG). PROVIDE 1 CONDUIT WITH CAT6CABLES BETWEEN CONTROLLER AND EACH RELAY PANEL AS REQUIRED BY MANUFACTURER, PROVIDE CAT6 PLENUM RATED CABLES WHERE EVER THE CABLE IS RUN EXPOSED ABOVE CEILING. PROVIDE DEDICATED 277A/1PH POWER CONNECTION FROM NEAREST EMERGENCY POWER PANEL. PROVIDE BACnet CONNECTION TO BUILDING MANAGEMENT SYSTEM BMS, COORDINATE WITH OWNER'S CONTROL VENDOR. REFER TO DETAIL #11 IN SHEET #E9.2 FOR MORE INFORMATION.
4. CONTRACTOR TO PROVIDE COMMISSIONING, START-UP AND PROGRAMMING FOR EACH RELAY PANELS & MAIN LIGHTING CONTROLLER BY MANUFACTURER, COORDINATE THE TIME SCHEDULES WITH OWNER. CONTRACTOR TO PROVIDE O&M MANUAL. PROVIDE TRAINING TO OWNER'S STAFF BY MANUFACTURER. (TYPICAL NOTE).
5. PROVIDE 1 CONDUIT WITH PULL STRING TO CEILING SPACE FOR NETWORK CONNECTION FOR MAIN LIGHTING CONTROLLER.
6. PROVIDE 1 CONDUIT WITH PULL STRING FROM MAIN LIGHTING CONTROLLER TO IT ROOM FOR CONNECTION WITH BUILDING MANAGEMENT SYSTEM (BMS BMS (IF ANY). COORDINATE EXACT REQUIREMENT WITH OWNER'S CONTROL VENDOR AND PROVIDE MATERIALS AS NEEDED.
7. 8 POLE, 120/277V SURFACE MOUNTED RELAY PANEL. RP FOR GROW LIGHTS' TIME CONTROL. PROVIDE RELAY PANEL WITH (16) 20A LATCHING RELAY. EQUAL TO nLIGHT, #ARP 48FCR MVOL 4VR HLK BM. PROVIDE DEDICATED 277A/1PH POWER CONNECTION FROM NEAREST EMERGENCY POWER PANEL FOR EACH LIGHTING CONTROL RELAY PANEL. TYPICAL NOTE FOR ALL RP's PANELS. TIME CONTROL SHALL BE ACHIEVED VIA MAIN LIGHTING CONTROLLER. REFER TO DETAIL #11 IN SHEET #E9.2 FOR MORE INFORMATION.
8. NEW OUTDOOR GENERATOR, REFER TO POWER RISER DIAGRAM FOR MORE INFORMATION. COORDINATE EXACT LOCATION WITH CIVIL DRAWING OWNER PRIOR TO ANY WORK.
9. PROVIDE 2 CONDUIT AND WIRES FROM ATS FOR GENERATOR STARTING. COORDINATE EXACT REQUIREMENT, NUMBER & SIZE OF WIRES WITH ATS.
10. PROVIDE 2 CONDUIT WITH #1AWG, #8AWG GROUND FOR GENERATOR'S LOAD CENTER (BY GENERATOR'S MANUFACTURER FOR GENERATOR'S ACCESSORIES (BATTERY CHARGER, JACKET WATER HEATER, ETC.). COORDINATE EXACT REQUIREMENT WITH GENERATOR'S MANUFACTURER AND PROVIDE MODIFY MATERIALS AS NEEDED.
11. PROVIDE 2 CONDUIT WITH WIRE TO REMOTE ANNUNCIATOR PANEL LOCATED AT SECURITY OFFICE. COORDINATE EXACT LOCATION WITH OWNER. COORDINATE EXACT REQUIREMENT AND SIZES/NUMBER OF WIRES WITH GENERATOR'S MANUFACTURER.
12. PROVIDE WEATHERPROOF EMERGENCY SHUT-OFF SWITCH FOR GENERATOR. COORDINATE EXACT REQUIREMENT WITH GENERATOR'S MANUFACTURER AND PROVIDE WIRES AND CONDUITS AS NEEDED. COORDINATE EXACT LOCATION WITH LOCAL FIRE DEPARTMENT. CONTRACTOR TO PROVIDE LABEL ON SWITCH INDICATES **EMERGENCY SHUTOFF SWITCH FOR GENERATOR**.
13. TRANSFORMER SHALL BE CEILING MOUNTED. PROVIDE UNISTRUT AND THREADED RODS AS NEEDED. TYPICAL NOTE FOR ALL TRANSFORMERS, UNLESS OTHERWISE NOTED ON DRAWINGS.
14. PROVIDE TWO (2) UNDERGROUND CONDUIT WITH PULL STRING IN CONCERTED ENCASEMENT FOR PRIMARY CONDUCTOR (PRIMARY CONDUCTOR BY LOCAL UTILITY) COMPANY. COORDINATE EXACT REQUIREMENT OF METER SOCKET WITH LOCAL UTILITY COMPANY.
15. PROVIDE UNDERGROUND CONDUITS FOR SECONDARY CONDUCTOR. REFER TO POWER RISER DIAGRAM FOR MORE INFORMATION.
16. PROVIDE 2 UNDERGROUND CONDUITS AND WIRES TO GENERATOR'S REMOTE ANNUNCIATOR PANEL AS PER MANUFACTURER'S RECOMMENDATION.
17. PROVIDE 2 UNDERGROUND CONDUITS AND WIRES TO ATS FOR GENERATOR'S START NG. COORDINATE EXACT REQUIREMENT WITH ATS'S MANUFACTURER & GENERATOR'S MANUFACTURER AND PROVIDE MATERIALS AS NEEDED.

RZ Design Associates, Inc.
MECHANICAL, ELECTRICAL, AND STRUCTURAL ENGINEERING
6301 I-55
Jackson, Mississippi 39211
P: (601) 366-2120
F: (601) 366-2121
www.rzdesignassociates.com

ALABAMA LICENSED No. 31960 PROFESSIONAL ENGINEER KENNETH ANDREW HENRY

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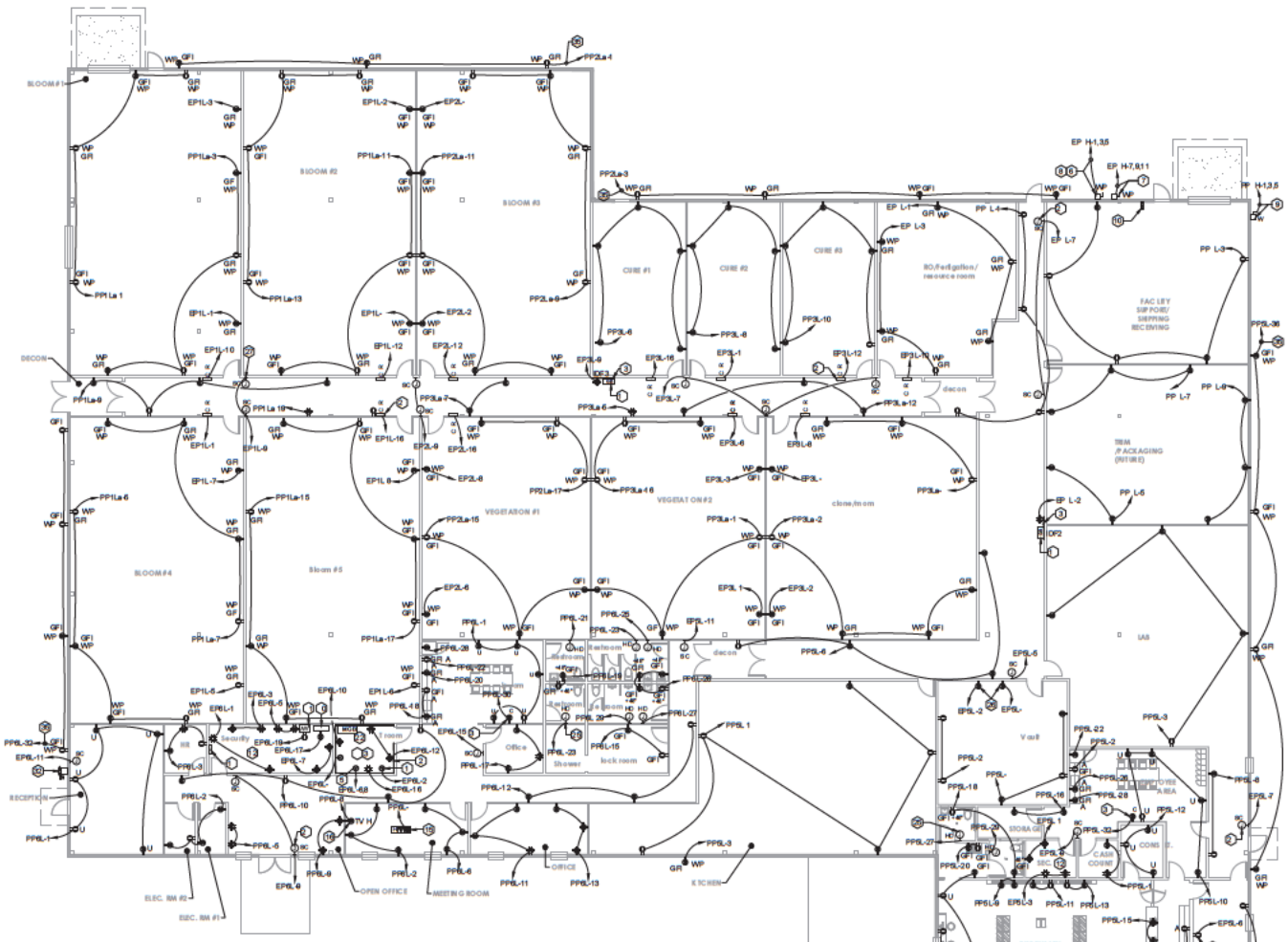
Exhibit 32 - Engineering Plans and Specifications

E2.0
ELECTRICAL POWER PANELS/TRANSFORMERS LOCATION PLAN
20 DECEMBER 2022 - PRELIMINARY PLAN

22-386



1 E2.1 ELECTRICAL POWER PLAN
SCALE 3/32" 1'-0"

ELECTRICAL POWER PLAN GENERAL NOTES

A. ALL ELECTRICAL WORK MUST MEET FEDERAL, STATE AND LOCAL CODES.

B. NO CONDUIT TO BE SUPPORTED FROM THE DECK.

C. REFER TO WIRE SCHEDULE AND GENERAL NOTES FOR INFORMATION ON BRANCH CIRCUITS WITH LONG DISTANCE.

D. RECEPTACLES FED FROM OPTIONAL STANDBY SYSTEM SHALL HAVE DISTINCTIVE COLOR (BLACK RECEPTACLE) OR PERMANENT MARKING ON THE RECEPTACLE COVER PLATES OR THE RECEPTACLE.

E. SEE SPECIFICATION SECTION ELECTRICAL IDENTIFICATION FOR PROPERLY LABELING EQUIPMENT WIRING, PANELS, SWITCHBOARD, DISCONNECT SWITCHES, BOXES, CONDUITS,, ETC.

F. ALL DISCONNECT SWITCHES INSTALLED INSIDE GROW ROOMS (FLOWER VEG/MOM/CLONE) SHALL BE NEMA 3R, EITHER INDICATED ON DRAWINGS OR NOT.

G. ALL RECEPTACLES INSTALLED INSIDE GROW ROOMS (FLOWER VEG/MOM/CLONE) SHALL BE GFCI TYPE WITH WEATHERPROOF COVER WHILE IN USE, EITHER INDICATED ON DRAWINGS OR NOT.

H. ALL LIGHT SWITCHES INSTALLED INSIDE GROW ROOMS (FLOWER/VEG/MOM CLONE) SHALL BE INSTALLED IN WEATHERPROOF COVER, EITHER INDICATED ON DRAWINGS OR NOT.

I. ALL JUNCTION BOX/PULL BOX INSTALLED INSIDE GROW ROOMS (FLOWER/VEG MOM CLONE) SHALL BE WEATHERPROOF TYPE, EITHER INDICATED ON DRAWINGS OR NOT.

ELECTRICAL POWER PLAN KEY NOTES

1. PROVIDE DEDICATED 30A, 120V/1PH, L6-30 RECEPTACLE FOR IT RACK. COORDINATE MOUNTING HEIGHT AND EXACT LOCATION WITH OWNER PRIOR TO ANY WORK. PROVIDE 2#8AWG, 1#10AWG, G IN 3/4" CONDUIT.
2. PROVIDE 3/4" THICK x 8' HEIGHT FIRE RATED PLYWOOD ON EACH WALL OF IT ROOM. PAINT GRAY, TWO COATS, SIX SIDES. MOUNT ON 2x4 VERTICAL CLEATS, 24" O.C.
3. APPROXIMATE LOCATION FOR IDF. PROVIDE 3/4" THICK x 4' LENGTH x 8' HEIGHT FIRE RATED PLYWOOD. PAINT GRAY, TWO COATS, SIX SIDES. MOUNT ON 2x4 VERTICAL CLEATS, 24" O.C. COORDINATE EXACT LOCATION WITH OWNER/IT CONTRACTOR PRIOR TO ANY WORK.
4. COORDINATE EXACT LOCATION, MOUNTING HEIGHT AND ELECTRICAL REQUIREMENT OF ALL OUTLET IN IT ROOM WITH OWNER/IT CONTRACTOR PRIOR TO ANY WORK.
5. PROVIDE DEDICATED 30A, 208V/1PH, L6-30 RECEPTACLE FOR IT RACK. COORDINATE MOUNTING HEIGHT AND EXACT LOCATION WITH OWNER PRIOR TO ANY WORK. PROVIDE 2#8AWG, 1#10AWG, G IN 3/4" CONDUIT.
6. PROVIDE WEATHERPROOF DISCONNECT SWITCH FOR CO2 TANK SYS EM (VAPORIZER). PROVIDE # AWG, 1#8AWG, G IN 2" CONDUIT. CONTRACTOR TO COORDINATE EXACT LOCATION OF CO2 TANK SYS EM WITH OWNER AND ELECTRICAL REQUIREMENT WITH CO VENDOR PRIOR TO ANY WORK AND MODIFY AS NEEDED.
7. PROVIDE WEATHERPROOF DISCONNECT SWITCH FOR CO2 TANK SYS EM (PRESSURE BUILD NG VAPORIZER). PROVIDE #10AWG, 1#10AWG, G IN 1" CONDUIT. CONTRACTOR TO COORDINATE EXACT LOCATION OF CO2 TANK SYSTEM WITH OWNER AND ELECTRICAL REQUIREMENT WITH CO VENDOR PRIOR TO ANY WORK AND MODIFY AS NEEDED.
8. PROVIDE GROUNDING SYSTEM FOR CO2 TANK. PROVIDE 3/4" x 8' LONG SOLID COPPER GROUND NG ROD WITH #6AWG COPPER GROUND WIRE AND CONNECT TO CO2 TANK.
9. APPROXIMATE LOCATION FOR COMPACTOR. COORDINATE FINAL LOCATION AND ELECTRICAL REQUIREMENT WITH OWNER PRIOR TO ANY WORK AND PROVIDE MODIFY MATERIALS AS NEEDED. PROVIDE POWER CONNECTION & DISCONNECT SWITCH FOR COMPACTOR.
PROVIDE 3#8AWG, 1#10AWG, G IN 1" CONDUIT.
10. TRASH COMPACTOR START/STOP CONTROL STATION. COORDINATE EXACT LOCATION WITH OWNER/COMPACTOR'S VENDOR PRIOR TO ANY WORK. PROVIDE JUNCTION BOX, POWER CIRCUIT AND CONTROL WIRES AS REQUIRED BY COMPACTOR'S VENDOR.
11. PROVIDE TWO (2) 2" CONDUITS WITH PULL STRING FROM SECURITY OFFICE @ DISPENSARY TO IT ROOM FOR SECURITY CABLES. PROVIDE PLASTIC BUSHING CAPS AT BOTH ENDS. PROVIDE LABEL AT BOTH ENDS INDICATES ORIGIN LOCATION AND END LOCATION OF CONDUITS. COORDINATE WITH SECURITY VENDOR PRIOR TO ANY WORK.
12. CONTRACTOR TO PROVIDE TELECOMMUNICATION GROUNDING BAR AT EACH IDF LOCATION. PROVIDE LABEL AS PER TIA/EIA STANDARDS. PROVIDE #2/0AWG GROUNDING WIRE AND CONNECT 1ST GROUNDING BAR TO MAIN GROUND NG BAR AT MDP. PROVIDE #2/0AWG GROUNDING WIRE AND CONNECT TO NEXT GROUNDING BAR AT NEXT IDF.
13. PROVIDE FLUSH MOUNTED FLOOR BOX WITH QUAD RECEPTACLES, HDMI OUTLET AND PROVISION FOR TWO DATA JACKS. COORDINATE EXACT LOCATION WITH ARCHITECT/OWNER. FLOOR BOX SHALL BE ON-GRADE RATING BOX WITH ALL ACCESSORIES NEEDED (COVER, FLANGE, ...E.C). PROVIDE CONDUITS WITH WIRES FOR RECEPTACLES. PROVIDE 1" CONDUITS TO CEILING SPACE WITH PULL STRING FOR DATA CABLES. PROVIDE 1-1/2" CONDUIT WITH HDMI CABLE TO FLOOR BOX FOR HDMI OUTLET AT WALL FOR CONNECTION WITH TV.
14. PROVIDED RECESSED OUTLET BOX WITH DUPLEX RECEPTACLE, HDMI OUTLET AND PROVISION FOR TWO DATA JACKS FOR TV. TYPICAL NOTE FOR OUTLET WITH PREFIX TV. MOUNT BOX @ 70" A.F.F., COORDINATE EXACT LOCATION WITH OWNER/ARCHITECT PRIOR TO ANY WORK. PROVIDE WIRES AND CONDUITS FOR RECEPTACLE. PROVIDE 1" CONDUITS TO CEILING SPACE WITH PULL STRING FOR DATA CABLES. PROVIDE 1-1/2" CONDUIT WITH HDMI CABLE TO FLOOR BOX FOR CONNECTION WITH HDMI OUTLET UNDER TABLE. COORDINATE EXACT LOCATION AND MOUNTING HEIGHT WITH OWNER/ARCHITECT.
15. APPROXIMATE LOCATION FOR GENERATOR'S REMOTE ANNUNCIATOR PANEL. PROVIDE 2" CONDUIT AND WIRES (AS PER GENERATOR'S MANUFACTURER RECOMMENDATION) TO GENERATOR.
16. TELECOMMUNICATION MAIN GROUND NG BAR:
   - CONTRACTOR TO PROVIDE TELECOMMUNICATION GROUNDING BAR (EQUAL TO PANDUIT, #GB B1020BTP-1).
   - CONTRACTOR TO PROVIDE LABEL AS PER TIA/EIA STANDARDS.
   - PROVIDE #1/0AWG GROUND NG WIRE AND CONNECT TO GROUNDING BAR OF SWITCHBOARD SBWBD1.
   - GROUND ALL METAL COMPONENTS (RACK, CABLE TRAY, ..ETC) IN IT ROOM TO TELECOMMUNICATION GROUNDING BAR.
   - PROVIDE #2AWG GROUNDING WIRE AND CONNECT TO GROUNDING BAR AT IDF4.
17. APPROXIMATE LOCATION FOR ROOM CONTROL PANEL (GROWLINK/ARGUS). COORDINATE EXACT LOCATION WITH SYSTEM VENDOR. PROVIDE DEDICATED POWER CIRCUIT FROM EMERGENCY PANEL FOR EACH CONTROL PANEL. TYPICAL NOTE FOR PANEL WITH PREFIX CTRL.
18. PROVIDE POWER CONNECTION AND RECESSED JUNCTION BOX FOR HAND DRYER. COORDINATE EXACT LOCATION WITH ARCHITECT/OWNER PRIOR TO ANY WORK. PROVIDE PERMANENT HANDLE PADLOCK ATTACHMENT FOR CIRCUIT BREAKER. TYPICAL NOTE FOR JUNCTION BOX WITH PREFIX HD.
19. OUTLET FOR REFRIGERATOR INSIDE VAULT. LOCATION IS SHOWN FOR REFERENCE ONLY. COORDINATE EXACT LOCATION WITH OWNER PRIOR TO ANY WORK.
20. PROVIDE POWER CONNECTION FOR SECURITY SYSTEM. COORDINATE EXACT REQUIREMENT WITH SECURITY VENDOR AND MODIFY/PROVIDE ADDITIONAL POWER CIRCUITS AS NEEDED. TYPICAL NOTE FOR JUNCTION BOX WITH PREFIX SC.
21. PROVIDE RECESSED OUTLET BOX WITH DUPLEX RECEPTACLE AND PROVISION FOR ONE DATA JACK FOR TIME CLOCK. MOUNT AT 70" A.F.F. COORDINATE EXACT LOCATION AND MOUNTING HEIGHT WITH ARCHITECT/OWNER PRIOR TO ANY WORK. TYPICAL NOTE FOR OUTLET WITH PREFIX TC.
22. PROVIDE 2#10AWG, 1#10AWG, G IN 3/4" CONDUIT.
23. APPROXIMATE LOCATION FOR SECURITY ALARM CONTROL PANEL. CONFIRM POWER REQUIREMENT WITH OWNER/SECURITY'S VENDOR AND PROVIDE MATERIALS AS NEEDED.
24. APPROXIMATE LOCATION FOR AUDIO/VIDEO RECORDER. CONFIRM POWER REQUIREMENT WITH OWNER/SECURITY'S

Design Associates, Inc.
MECHANICAL, ELECTRICAL, AND STRUCTURAL ENGINEERING
ESTD 1981
2800 CORPORATE PARKWAY
PO BOX 430-0130
HOOVER, AL 35244-0130
www.designassociatesinc.com

ALABAMA LICENSED No. 31960 PROFESSIONAL ENGINEER KENNETH ANDREW HENRY

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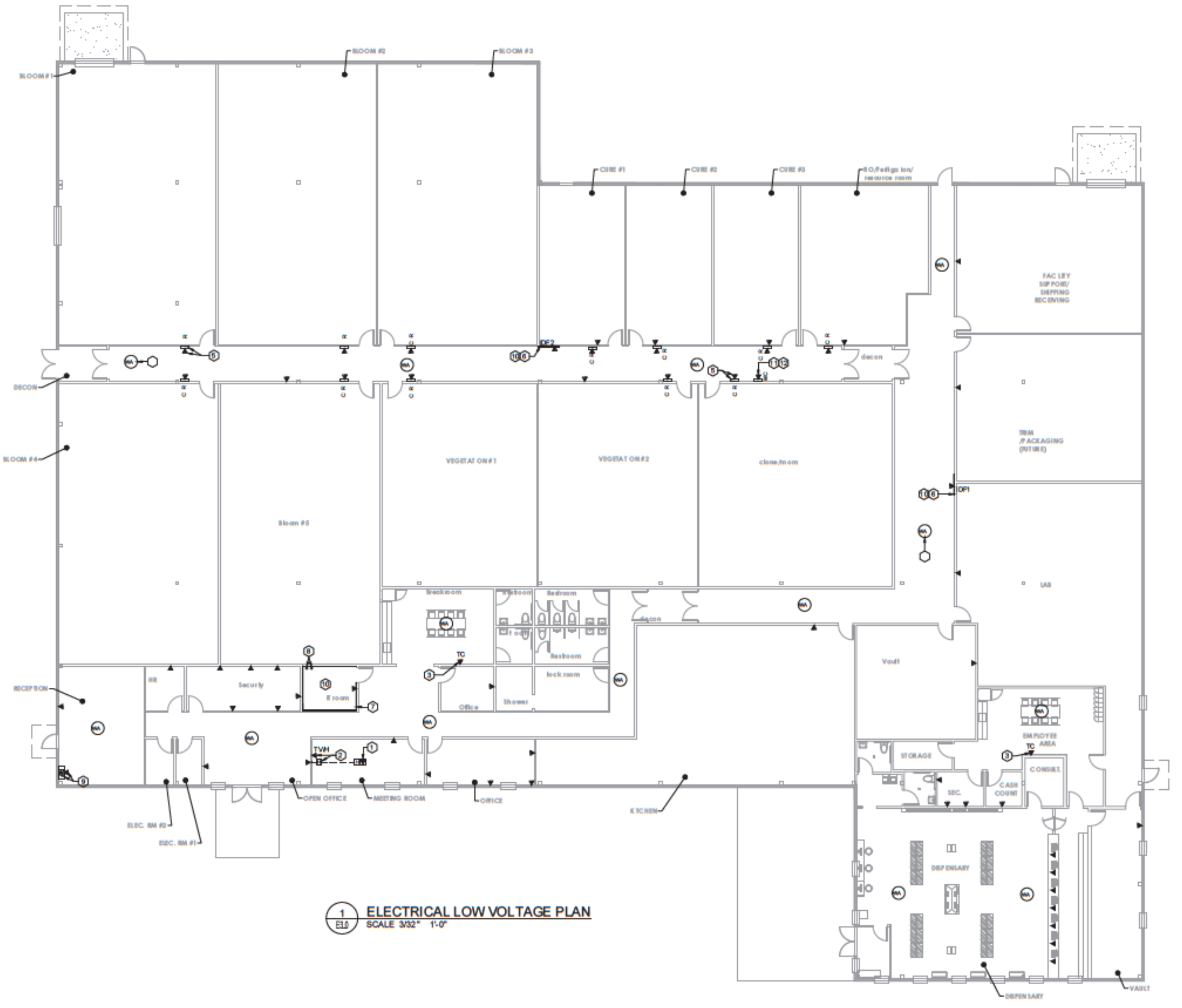
Exhibit 32 - Engineering Plans and Specifications

E2.1
ELECTRICAL POWER PLAN
20 DECEMBER 2022 - PRELIMINARY PLAN

22-386



1 ELECTRICAL LOW VOLTAGE PLAN

E3.0 SCALE 3/32" 1'-0"

ELECTRICAL POWER PLAN KEY NOTES

① PROVIDE FLUSH MOUNTED FLOOR BOX WITH QUAD RECEPTACLES, HDMI OUTLET AND PROVISION FOR TWO DATA JACKS, COORDINATE EXACT LOCATION WITH ARCHITECT/OWNER. FLOOR BOX SHALL BE ON-GRADE RATING BOX WITH ALL ACCESSORIES NEEDED (COVER, FLANGE, ..ETC). PROVIDE CONDUITS WITH WIRES FOR RECEPTACLES. PROVIDE 1 CONDUITS TO CEILING SPACE WITH PULL STRING FOR DATA CABLES. PROVIDE 1 1/ CONDUITS WITH HDMI CABLE TO HDMI OUTLET AT WALL FOR CONNECTION WITH TV.

② PROVIDED RECESSED OUTLET BOX WITH DUPLEX RECEPTACLE, HDMI OUTLET AND PROVISION FOR TWO DATA JACKS FOR TV. TYPICAL NOTE FOR OUTLET WITH PREFIX TV . MOUNT BOX @70 A.F.F., COORDINATE EXACT LOCATION WITH OWNER/ARCHITECT PRIOR TO ANY WORK. PROVIDE WIRES AND CONDUITS FOR RECEPTACLE. PROVIDE 1 CONDUITS TO CEILING SPACE WITH PULL STRING FOR DATA CABLES. PROVIDE 1-1/ CONDUIT WITH HDMI CABLE TO FLOOR BOX FOR CONNECTION WITH HDMI OUTLET UNDER TABLE. COORDINATE EXACT LOCATION AND MOUNTING HEIGHT WITH OWNER/ARCHITECT.

③ PROVIDE RECESSED OUTLET BOX WITH DUPLEX RECEPTACLE AND PROVISION FOR ONE DATA JACK FOR TIME CLOCK. MOUNT AT 0 A.F.F. COORDINATE EXACT LOCATION AND MOUNTING HEIGHT WITH ARCHITECT/OWNER PRIOR TO ANY WORK. TYPICAL NOTE FOR OUTLET WITH PREFIX TC .

⬡ APPROXIMATE LOCATION FOR WIRELESS ACCESS POINT WAP , CONFIRM EXACT LOCATION AND QUANTITY WITH OWNER/IT CONTRACTOR AND PROVIDE ADDITIONAL MATERIALS AS NEEDED. PROVIDE JUNCTION BOX AND 1 CONDUIT WITH PULL STRING TO CEILING SPACE FOR EACH WAP LOCATION. TYPICAL NOTE.

⑤ PROVIDE 1 CONDUIT WITH PULL STRING TO CEILING SPACE FOR EACH CONTROL PANEL GROWLINK/ARGUS . COORDINATE EXACT LOCATION AND QUANTITY OF CONTROL PANEL WITH SYSTEM PROVIDED PRIOR TO ANY WORK AND PROVIDE ADDITIONAL MATERIALS AS NEEDED. TYPICAL NOTE FOR ALL OUTLET PANEL WITH PREFIX CTRL .

⑥ APPROXIMATE LOCATION FOR IDF. PROVIDE 3/ THICK x 8' LENGTH x 8' HEIGHT FIRE RATED PLYWOOD. PAINT GRAY, TWO COATS, SIX SIDES. MOUNT ON 2x VERTICAL CLEATS, 2 O.C. COORDINATE EXACT LOCATION WITH OWNER/IT CONTRACTOR. PROVIDE FOUR ( ) CONDUITS WITH PULL STRING FROM EACH IDF LOCATION TO CEILING SPACE.

⑦ PROVIDE 3/ THICK x 8' HEIGHT FIRE RATED PLYWOOD ON EACH WALL OF IT ROOM. PAINT GRAY, TWO COATS, SIX SIDES. MOUNT ON 2x VERTICAL CLEATS, 2 O.C.

⑧ CONTRACTOR TO PROVIDE NEW TELEPHONE SERVICE FOR SPACE, COORDINATE WITH OWNER & LOCAL UTILITY COMPANY AND PROVIDE MATERIALS AS NEEDED. CONTRACTOR TO PROVIDE TWO (2) UNDERGROUND CONDUITS WITH PULL STRING FROM UTILITY TELEPHONE POLE TO IT ROOM. COORDINATE LOCATION OF STUB-UP CONDUITS INSIDE IT ROOM WITH OWNER/COMMUNICATIONS VENDOR.

⑨ PROVIDE TWO (2) DEDICATED TELEPHONE LINES FOR FIRE ALARM CONTROL PANEL.

⑩ PROVIDE CONDUIT WITH PULL STRING FROM MAIN IT RACK TO EACH IDF. COORDINATE QUANTITY AND LOCATION OF IDFs WITH OWNER IT CONTRACTOR. PROVIDE LABEL FOR ALL CONDUITS AT BOTH ENDS READS **SPARE CONDUIT TO IDFx / SPARE CONDUIT FROM MDF** .

⑪ PROVIDE 1 CONDUIT WITH PULL STRING TO CEILING SPACE FOR NETWORK CONNECTION FOR MAIN LIGHTING CONTROLLER.

⑫ PROVIDE 1 CONDUIT WITH PULL STRING FROM MAIN LIGHTING CONTROLLER TO IT ROOM FOR CONNECTION WITH BUILDING MANAGEMENT SYSTEM BMS (IF ANY). COORDINATE EXACT REQUIREMENT WITH OWNER'S CONTROL VENDOR AND PROVIDE MATERIALS AS NEEDED.

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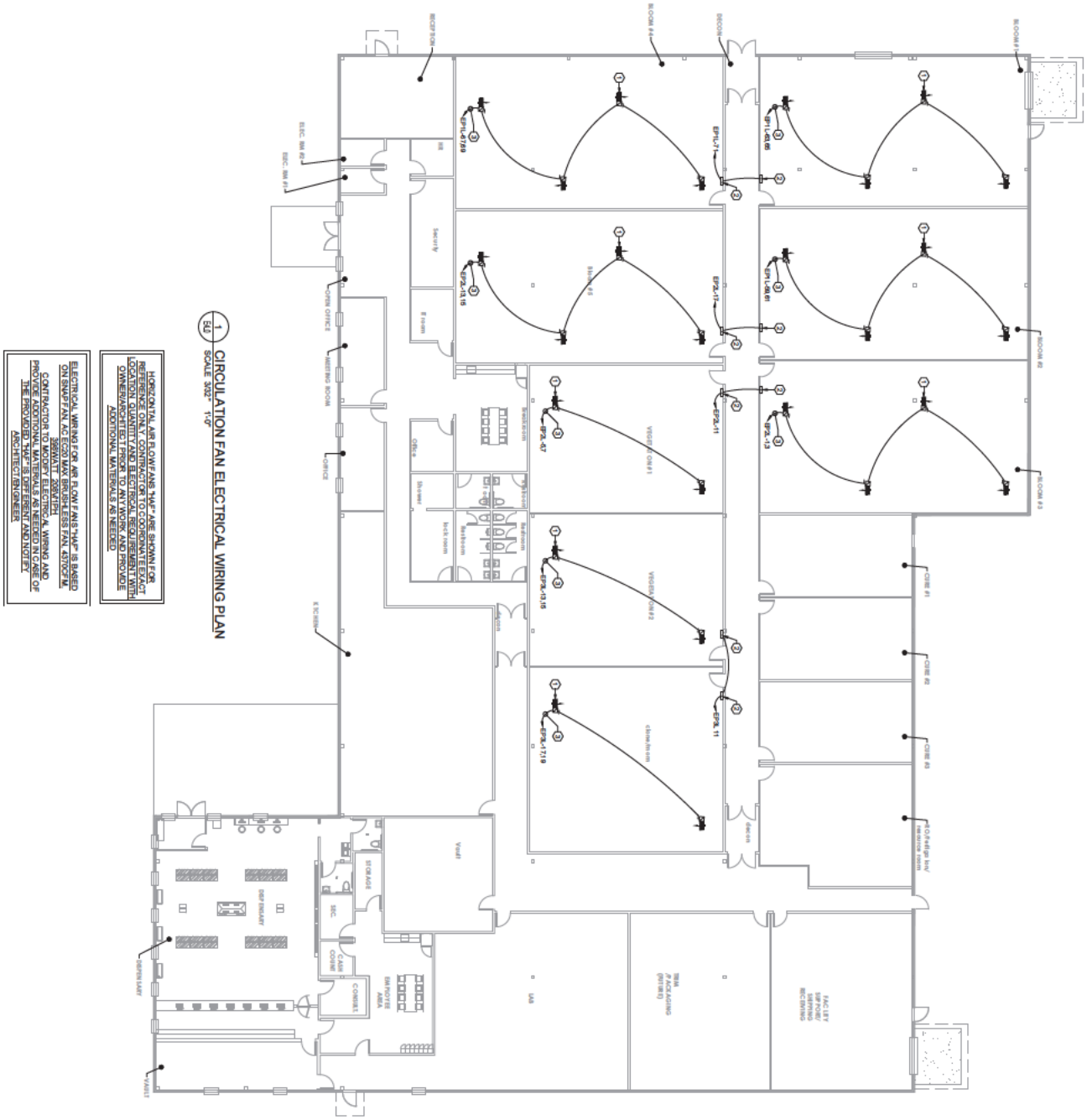
E3.0
ELECTRICAL LOW VOLTAGE PLAN
20 DECEMBER 2022 - PRELIMINARY PLAN



E4.0
ELECTRICAL LOW VOLTAGE PLAN
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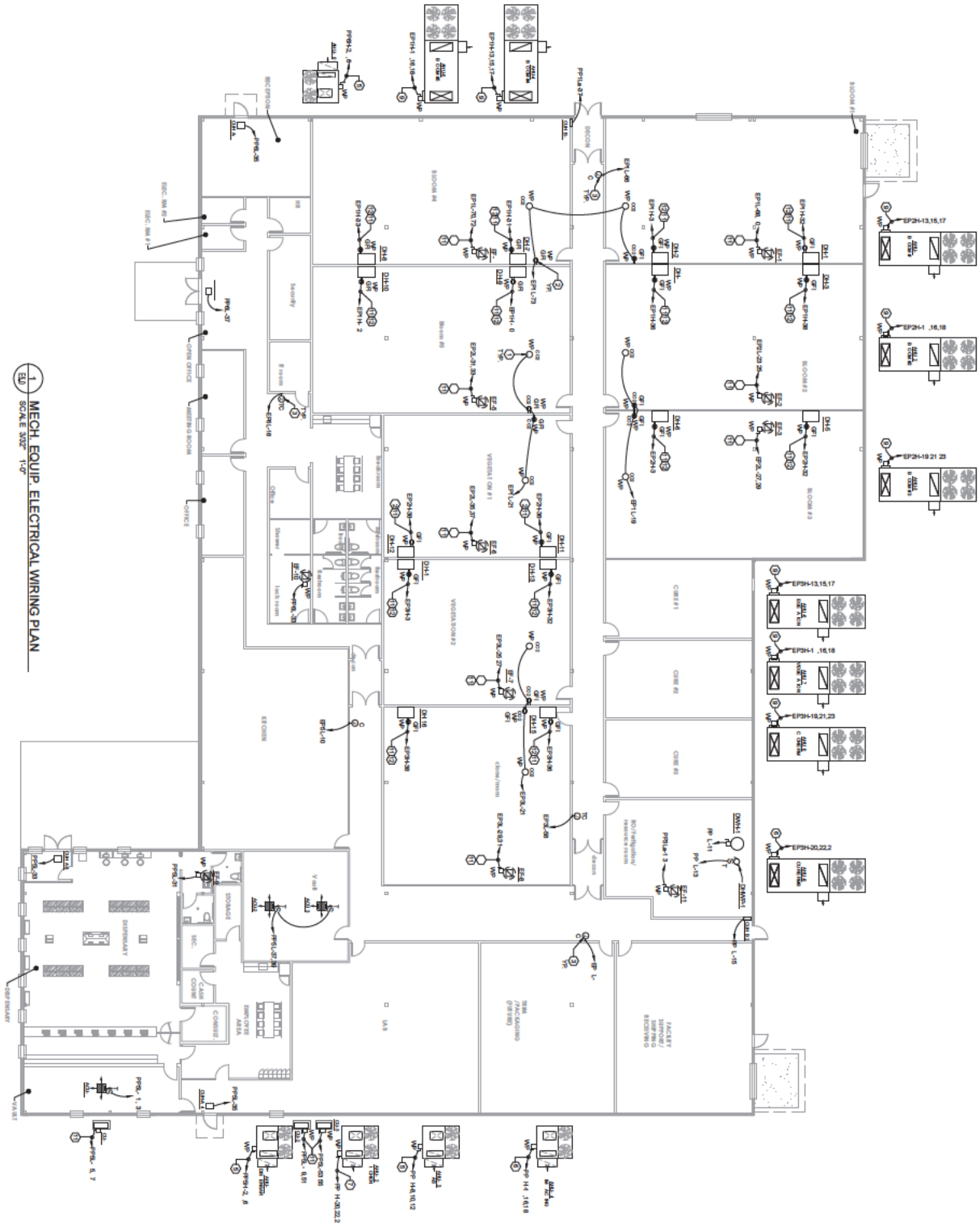

MECH. EQUIP. ELECTRICAL WIRING PLAN KEY NOTES

1. PROVIDE WEATHERPROOF JUNCT ON BOX AND POWER CONNECTION FOR CONDENSING UNIT. PROVIDE 1/2" FLEXIBLE CONDUIT. VERIFY LOCATION WITH CONTRACTOR PRIOR TO ANY WORK. TYPICAL NOTE FOR JUNCTION BOX W/ FIBERFX 002.
2. APPROXIMATE LOCATION FOR 002 SBHBOX002 CONTROL PANEL. PROV DE GFI RECEPTACLE WITH WHLE HUSE WEATHERPROOF COVER AND WEATHERPROOF DISCONNECT. LOCATE DISCONNECT AT 60" AFF. MOUNTING HEIGHT WITH SYSTEM VENDOR. PROVIDE LABEL ON RECEPTACLE READS 002 CONTROL PANEL. TYPICAL NOTE FOR RECEPTACLE W/ FIBERFX 002.
3. PROVIDE POWER CONNECTION FOR HVAC THERMOSTAT/ LIFE CONTROL CORD NOTE EXACT LOCATION AND QUANTITY W/ HVAC CONTROL CONTRACTOR AND PROVIDE MATERIALS NEEDED. CONNECT HVAC CONTROLS TO EMERGENCY PANEL. TYPICAL NOTE TO JUNCTION BOX WITH FIBERFX TC.
4. WIRE POWER CIRCUIT. HRU 2 SAUP CONTRACTOR WITH 24 V COIL CONTACTOR SHALL BE CONTROLLED BY A CONTROL SIGNAL FROM ROOM CONTROLLER (GROVE MK PANEL). PROVIDE WIRES AND CORD UPS FROM CONTROLLER TO CONTACTOR. COORDINATE WITH HVAC SUPPLIER. CORD NOTE WITH HOMER AND CONTROL VENDOR AND MODIFY AS AS NEEDED CONTRC OR SHALL BE INSTALLED IN WP BOX.
5. 3/4 (WAS), 1/4 (NEW) G IN 1/2" CONDUIT.
6. 3/4 (WAS), 1/4 (NEW) G IN 1/2" CONDUIT.
7. NOT USED.
8. PROVIDE 3/4 (WAS), 1/4 (NEW) G IN 1/2" CONDUIT.
9. NOT USED.
10. PROVIDE 3/4 (WAS), 1/4 (NEW) G IN 3/4" CONDUIT.
11. WIRE THRU 20VA, UP-27/04 PN CP-2 0/4 PIPN NEMA/IR WALL MOUNTED BUCKY BOOSTER TRANSFORMER (EQUAL TO HUBBDY BB SQUARE D). WIRE RECOMMENDATION COORDINATE WITH TRANSFORMER'S MANUFACTURER (TRANSFORMER SHALL BE WIRED AS AUTO TRANSFORMER).

E5.0
MECH. EQUIP. ELECTRICAL WIRING PLAN
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1 / E6.0 ELECTRICAL SECURITY PLAN
SCALE 3/32" 1'-0"

[redacted]

Exhibit 32 - Engineeri

E6.0
ELECTRICAL SECURITY PLAN
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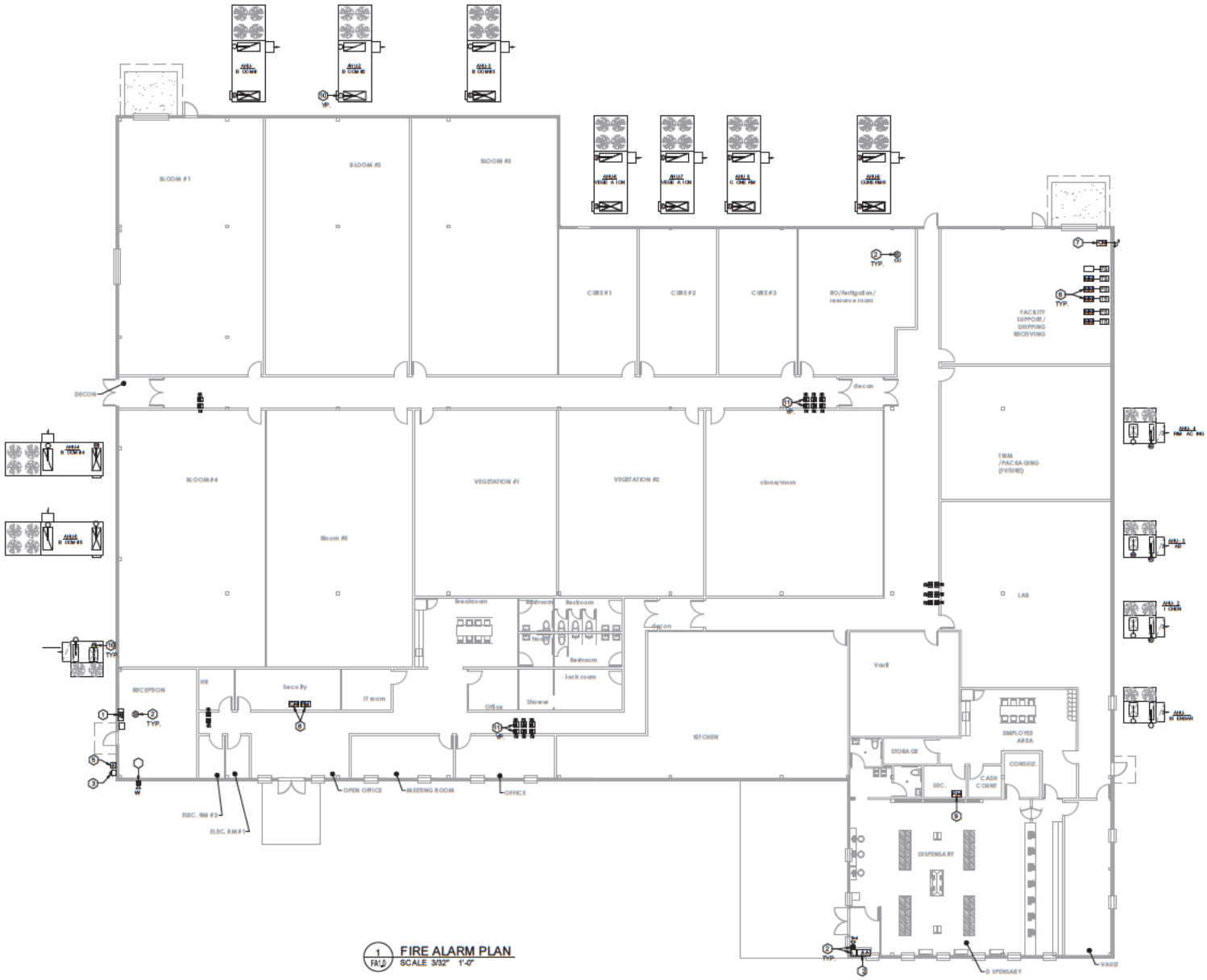

1 FIRE ALARM PLAN
FA1.0 SCALE 3/32" 1'-0"

FIRE ALARM PLAN KEY NOTES

1. ADDRESSABLE FIRE ALARM CONTROL PANEL:
   - CONTRACTOR TO PROVIDE NEW ADDRESSABLE FIRE ALARM CONTROL PANEL.
   - CONTRACTOR TO PROVIDE MASTER FIREBOX OR INTERNAL DIGITAL COMMUNICATOR INSIDE FIRE ALARM CONTROL PANEL WITH DEDICATED TELEPHONE LINES FOR CONNECTION WITH LOCAL FIRE DEPARTMENT. CONTRACTOR TO COORDINATE EXACT REQUIREMENT WITH LOCAL FIRE DEPARTMENT PRIOR TO ANY WORK AND PROVIDE MATERIALS AS NEEDED.
   - CONTRACTOR TO PROVIDE FIRE ALARM CONTROL PANEL WITH BACKUP BATTERY SYSTEM TO ACCOMMODATE ALL FIRE ALARM NOTIFICATION APPLIANCES PER CODE. SUBMIT MANUFACTURER BATTERY CALCULATION SHOWING COMPLIANCE WITH CODE.
   - CONNECT TO CIRCUIT #EPIL-13. PROVIDE HANDLE LOCK-ON DEVICE AND PERMANENT LABEL FOR CIRCUIT BREAKER SERVING FIRE ALARM CONTROL PANEL.
   - CONTRACTOR TO PROVIDE ALL ACCESSORIES NEEDED FOR COMPLETE OPERATIONAL SYSTEM.
   - CONTRACTOR TO PROVIDE TWO (2) DEDICATED TELEPHONE LINES FOR FIRE ALARM CONTROL PANEL.
   - CONTRACTOR IS RESPONSIBLE TO TEST FIRE ALARM SYSTEM AS PER NFPA AND LOCAL CODES.
   - CONTRACTOR IS RESPONSIBLE TO PROGRAMMING FIRE ALARM CONTROL PANEL.
   - FIRE ALARM VENDOR IS RESPONSIBLE TO PROVIDE: 1ER II FIRE ALARM DRAWINGS, COMPLETE FIRE ALARM PLAN WITH UNIQUE IP ADDRESS FOR EACH FIRE ALARM DEVICE, BATTERY CALCULATION, COMPLETE FIRE ALARM SINGLE LINE DIAGRAM WITH UNIQUE IP ADDRESS IDENTIFICATION FOR EACH FIRE ALARM DEVICE AND COMPLETE SHOP DRAWINGS. SUBMIT TO LOCAL FIRE ALARM DEPARTMENT FOR APPROVAL.
2. ADDRESSABLE FIRE ALARM DEVICES (TYPICAL NOTE):
   - CONTRACTOR TO PROVIDE NEW ADDRESSABLE FIRE ALARM DEVICES.
   - CONTRACTOR TO PROVIDE FIRE ALARM CABLES AND CONDUITS AND CONNECT TO FIRE ALARM CONTROL PANEL.
   - SIZING OF FIRE ALARM CABLES SHALL BE AS PER MANUFACTURERS RECOMMENDATION.
   - CONTRACTOR IS RESPONSIBLE TO PROVIDE ALL DEVICES, EQUIPMENT AND ACCESSORIES NEEDED FOR A COMPLETE FIRE ALARM SYSTEM.
   - ALL FIRE ALARM DEVICES SHALL BE COMPATIBLE WITH FIRE ALARM CONTROL PANEL.
3. MASTER FIREBOX IF REQUIRED. FOR CONNECTION WITH LOCAL FIRE DEPARTMENT. CONTRACTOR TO VERIFY ALL REQUIREMENT AND EXACT LOCATION WITH LOCAL FIRE DEPARTMENT PRIOR TO ANY WORK.
4. WEATHERPROOF EXTERIOR HORN. CONTRACTOR TO VERIFY ALL REQUIREMENT AND EXACT LOCATION WITH LOCAL FIRE DEPARTMENT PRIOR TO ANY WORK.
5. KNOX BOX. CONTRACTOR TO VERIFY ALL REQUIREMENT AND EXACT LOCATION WITH LOCAL FIRE DEPARTMENT PRIOR TO ANY WORK.
6. PROVIDE ADDRESSABLE MONITOR MODULE TO MONITOR FIRE PROTECTION SYSTEM. COORDINATE EXACT NUMBER OF FLOW/TAMPER/PRESSURE SWITCHES WITH FP CONTRACTOR AND PROVIDE ADDITIONAL MONITOR MODULES AS NEEDED.
7. COORDINATE EXACT LOCATION OF FIRE ALARM BELL WITH FIRE PROTECTION CONTRACTOR PRIOR TO ANY WORK AND MODIFY AS NEEDED. PROVIDE 2 V POWER CONNECTION FROM FIRE ALARM CONTROL PANEL OR 120V POWER CONNECTION FROM NEAREST EMERGENCY PANEL. COORDINATE WITH FPS CONTRACTOR.
8. PROVIDE ADDRESSABLE FA CONTROL MODULE & ADDRESSABLE FA RELAY MODULE FOR CONNECTION WITH SECURITY SYSTEM TO RELEASE SECURITY DOOR LOCKS IN CASE OF FIRE. CONTRACTOR TO COORDINATE EXACT LOCATION AND REQUIREMENT WITH SECURITY SYSTEM VENDOR AND PROVIDE ADDITIONAL MATERIALS AS NEEDED.
9. PROVIDE ADDRESSABLE FA RELAY MODULE FOR CONNECTION WITH SOUND MUSIC SYSTEM TO SHUT DOWN MUSIC IN CASE OF FIRE. CONTRACTOR TO COORDINATE EXACT LOCATION AND REQUIREMENT WITH SOUND SYSTEM VENDOR AND PROVIDE ADDITIONAL MATERIALS AS NEEDED.
10. NEW ADDRESSABLE DUCT SMOKE DETECTOR (TYPICAL NOTE):
    - CONTRACTOR TO PROVIDE NEW ADDRESSABLE DUCT SMOKE DETECTOR WITH CONTROL RELAY TO DE ENERGIZE HVAC EQUIPMENT IN CASE OF ALARM.
    - NEW ADDRESSABLE DUCT SMOKE SHALL BE SAME MANUFACTURER, COMPATIBLE WITH AND CONNECTED TO NEW FIRE ALARM CONTROL PANEL.
    - DUCT SMOKE DETECTOR SHALL BE FURNISHED & WIRED BY ELECTRICAL CONTRACTOR AND INSTALLED BY MECHANICAL CONTRACTOR.
11. CONTRACTOR TO PROVIDE TEST/RESET SWITCH WITH INDICATOR LAMP AND BUZZER FOR EACH DUCT SMOKE DETECTOR. INSTALL TEST RESET SWITCH OF DUCT SMOKE DETECTOR NEXT TO DOOR OF ITS ROOM AND MOUNT AT SAME HEIGHT AS FA NOTIFICATION DEVICE. PROVIDE LABEL FOR EACH TEST RESET SWITCH INDICATING TAGS OF HVAC EQUIPMENT SERVED BY THE SWITCH. TYPICAL NOTE.
12. FIRE ALARM ANNUNCIATOR PANEL.

Design Associates, Inc.
MECHANICAL, ELECTRICAL, AND STRUCTURAL ENGINEERING
8300 Crownover Road
Montgomery, AL 36117
P: (334) 272-5120
F: (334) 272-5121
www.designassociates.com

ALABAMA LICENSED No. 31960 PROFESSIONAL ENGINEER KENNETH ANDREW HOLT

12/20/2022

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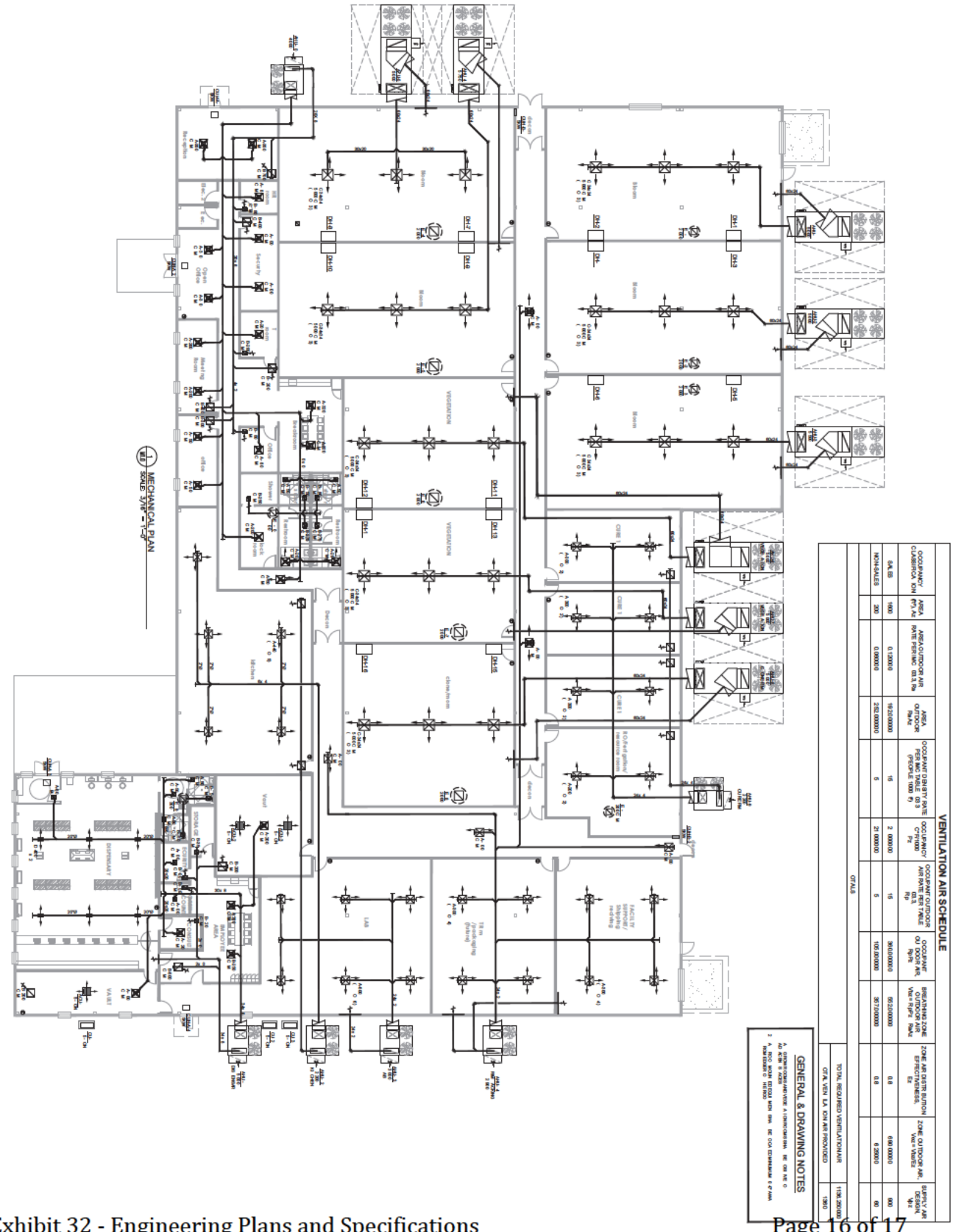
MONTGOMERY
6030 PERIMETER PKWY
MONTGOMERY, AL 36116

Exhibit 32 - Engineering Plans and Specifications

FA1.0
FIRE ALARM PLAN
20 DECEMBER 2022 - PRELIMINARY PLAN

22-386


MECHANICAL PLAN
SCALE: 3/16" = 1'-0"
VENTILATION AIR SCHEDULE
GENERAL & DRAWING NOTES
M1.0
MECHANICAL PLAN
20 DECEMBER 2022 - PRELIMINARY PLAN
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DEHUMIDIFIER UNIT SCHEDULE (EXISTING UNITS PROVIDED BY OWNER)

TAG	MFR	MODEL	PERFORMANCE (PINTS/DAY)	BLOWER		FILTER	ELECTRICAL		
				CFM	ESP (IN WG)		AMPS	VOLTS	PHASE
DH-1 THRU 16	QUEST	506	386 @ 7 °F & 50% RH	1,500	0.0	MERV-13	11.0	2 0	1

GENERAL NOTES/ACCESSORIES:
1. PROVIDE WALL MOUNTED HUMIDISTAT.
2. PROVIDE MOUNTING BRACKETS AND SUPPORTS.

CABINET UNIT HEATER SCHEDULE - ELECTRIC

TAG	MFR	MODEL	ORIENTATION	MBH	KW	NUMBER OF STEPS SCR	CONTROL VOLTAGE	FAN		
								CFM	HP	RPM
CUH-A-1 thru	Q-MARK	EFF1500	CEILING MOUNTED	5120	1500	1	LINE	150	-	-
CUH-B 1&2	Q-MARK	CWH3150F	FLOOR MTD.	5118	1500	1	LINE	100	-	-

TAG	AMPS	VOLTS/ PHASE	REMARKS
CUH-A-1 thru	12.5	120/1	BACK BOX SIZE: 1-3/8 Wx18-1/2 Lx3-3/4 D
CUH-B 1&2	12.5	120/1	BACK BOX SIZE: 1-5/16 Wx19-1/2 Hx3-3/4 D

GENERAL NOTES/ACCESSORIES:
1. ACCEPTABLE MANUFACTURERS BY: INDEECO OR MARKEL
2. PROVIDE WALL MOUNTED T'STAT UNLESS SHOWN OTHERWISE.
3. PROVIDE DISCONNECT SWITCH.

DUCTLESS SPLIT SYSTEM SCHEDULE

EVAPORATOR UNIT

TAG	MFR	MODEL	CFM	COOLING (BTUH)	HEATING (BTUH)	MAX SOUND LEVEL dB(a)	MOUNTING (CLG/WALL)	VOLTS/ PHASE
ACU-1	LG	LCN188HV	60/ 2 /388	7700-2 800	6900.03 00	1 69-66	CEILING	208/1
ACU-2	LG	LCN188HV	60/ 2 /388	200-2 800	18900	1 69-66	CEILING	208/1
ACU-3	LG	LCN188HV	60/ 2 /388	200-2 800	18900	1 69-66	CEILING	208/1

CONDENSING UNIT

TAG	CAPACITY (TONS)	MODEL	REFRIGERANT TYPE	SEER2	MCA	MCB	VOLTS/ PHASE	AREA SERVED	REMARKS
CU-1	1.5	LUU189HV	R 10A	20.5	20	30	208/1	ACU-1	
CU-2	1.5	LUU189HV	R 10A	20.5	20	30	208/1	ACU-2	
CU-3	1.5	LUU189HV	R 10A	20.5	20	30	208/1	ACU-3	

GENERAL NOTES/ACCESSORIES:
1. ACCEPTABLE MANUFACTURERS BY: MITSUBISHI & DAIKIN.
2. PROVIDE WIRED DELUXE REMOTE CONTROLLER
3. PROVIDE UNIT WITH INTERNAL CONDENSATE PUMP
4. PROVIDE UL LISTED CONDENSATE OVERFLOW SENSOR
5. VARIABLE COMPRESSOR SPEED INVERTER TECHNOLOGY
6. PROVIDE 12" HIGH CONDENSING UNIT STAND AND CONCRETE PAD.
7. INSTALL REFRIGERANT PIPING IN STRICT ACCORDANCE WITH MANUFACTURERS INSTRUCTIONS AND RECOMMENDATIONS.

FAN SCHEDULE

TAG	MFR	MODEL NUMBER	TYPE	DRIVE	CFM	ESP (IN WG)	RPM	MOTOR HP	MOTOR BHP	VFD/ECM
EF-1	COOK	150C1 D(VIP)	ROOF	DIRECT	2,000	0.75	1258	3/	0.33	ECM
EF-2	COOK	150C1 D(VIP)	ROOF	DIRECT	2,000	0.75	1258	3/	0.33	ECM
EF-3	COOK	150C1 D(VIP)	ROOF	DIRECT	2,000	0.75	1258	3/	0.33	ECM
EF-	COOK	150C1 D(VIP)	ROOF	DIRECT	2,000	0.75	1258	3/	0.33	ECM
EF-5	COOK	150C1 D(VIP)	ROOF	DIRECT	2,000	0.75	1258	3/	0.33	ECM
EF-6	COOK	135C1 D(VIP)	ROOF	DIRECT	1,00	0.75	1318	3/	0.33	ECM
EF-7	COOK	135C1 D(VIP)	ROOF	DIRECT	1,00	0.75	1318	3/	0.33	ECM
EF-8	COOK	135C1 D(VIP)	ROOF	DIRECT	1,00	0.75	1318	3/	0.33	ECM
EF-9	COOK	100C1 DEC	ROOF	DIRECT	300	0.5	13 1	1/	60WATTS	ECM
EF-10	COOK	120C1 D(VIP)	ROOF	DIRECT	1,100	0.5	1189	1/	0.119	ECM
EF-11	COOK	90C1 DEC	ROOF	DIRECT	200	0.25	10 5	1 6	18WATTS	ECM

TAG	VOLTS/ PHASE	SERVICES	DBA	SONES	REMARKS
EF-1	208/1	BLOOM	6	1.3.3	1 2 3
EF-2	208/1	BLOOM	6	1.3.3	1 2 3
EF-3	208/1	BLOOM	6	1.3.3	1 2 3
EF-	208/1	BLOOM	6	1.3.3	1 2 3
EF-5	208/1	BLOOM	6	1.3.3	1 2 3
EF-6	208/1	VEGETATION	61	1.1.3	1 2 3
EF-7	208/1	VEGETATION	61	1.1.3	1 2 3
EF-8	208/1	CLONE RM.	61	1.1.3	1 2 3
EF-9	120/1	DISPENSARY TOILETS	53	6 6	1 2 3
EF-10	120/1	OFFICE TOILETS	5	7 3	1 2 3
EF 11	208/1	FERTIGATION RM.	1	2.9	1 2 3

GENERAL NOTES/ACCESSORIES (FOR ALL FANS):
- ACCEPTABLE MANUFACTURERS BY: GREENHECK & TWIN CITY FANS
- PROVIDE HEAVY DUTY CAST IRON RE-GREASABLE BEARINGS
- PROVIDE STAINLESS STEEL QUICK RELEASE LATCHES
- PROVIDE BELT TENSIONER ON ALL BELT DRIVEN FANS
- PROVIDE ALUMINUM BIRD SCREEN.
- ALL CONTROLS INCLUDING ALL END SWITCHES AND DAMPERS SHALL BE PURCHASED & INSTALLED BY CONTROLS CONTRACTOR. COORDINATE CONTROLS VOLTAGE.

ADDITIONAL ACCESSORIES
1. RC = ROOF CURB 12" ABOVE FINISH ROOF
2. MD = MOTORIZED DAMPER
3. VARI-FLOW ECM MOTOR

REGISTERS, GRILLES, AND DIFFUSERS (RGD'S)

CEILING SUPPLY DIFFUSER TYPE A		CEILING RETURN/EXHAUST REGISTER TYPE B		FLEXIBLE DUCT SIZES TO SUPPLY DIFFUSERS	
CFM	NECK SIZE	CFM	NECK SIZE	CFM	NECK SIZE
0-1 0	6x6	0-150	8 x 8	0-100	6 Ø
171-250	9x 9	151-250	10 x 10	101-130	7 Ø
251- 0	12 x 12	251-350	12 x 12	131-180	8 Ø
1 450	15 x 15	351-500	1 x 1	181-220	9 Ø
451-800	18x 18	501-650	16 x 16	221-300	10 Ø
8001-1 200	2 x 2	651-800	18 x 18	301- 00	12 Ø
		801-1000	22 x 22	01-550	1 Ø
		1 001-1 00	2 x 2	551-750	16 Ø

TYPE	MFG	MODEL	DESCRIPTION	REMARKS
A	PRICE	AMX	SQUARE LOUVER FACE CEILING SUPPLY DIFFUSER WITH REMOVABLE CORE, AND WITH FLUSH MOUNT. ALL DIFFUSERS SHALL BE 4-WAY BLOW UNLESS SHOWN OTHERWISE. ALUMINUM CONSTRUCTION.	1 2 3 ◯
B	PRICE	630	RETURN/EXHAUST CEILING REGISTER, 0 600 SPACING, ALUMINUM CONSTRUCTION WITH FLANGED BORDERS.	1 2
C	UNITED ENERTECH	LPD-300B-12.5T	SUPPLY DOUBLE DEFLECTION DROP DIFFUSER/PLENUM, GALVANIZED STEEL CONSTRUCTION WITH POWDER COATING. DIFFUSER SHALL BE 4-WAY BLOW WITH 30 x8 GRILLES SIZED FOR 5,000 CFM.	PROVIDE TURNING VANES AND 1 INTERNAL LINER.
D	PRICE	SOGE	DOUBLE DEFLECTION SUPPLY AIR ALUMINUM CONSTRUCTION GRILLE MOUNTED INTO SPIRAL ROUND DUCT	PROVIDE AIR SCOOP

GENERAL NOTES/ACCESSORIES:
1. ACCEPTABLE MANUFACTURERS BY: TITUS, KRUEGER.
2. COORDINATE COLOR SELECTION WITH ARCHITECT.

SCHEDULE REMARKS
1. PROVIDE DUCT MOUNTED VOLUME DAMPER LOCATED AS FAR AS POSSIBLE FROM RGD'S
2. COORDINATE EXACT BORDER TYPE WITH CEILING CONSTRUCTION AND ARCHITECT
3. SQUARE TO ROUND ADAPTER
◯ PROVIDE INDUCTION VANES

AIR HANDLING UNIT SCHEDULE

TAG	MFR	MODEL	EXISTING/NEW	TONS	TYPE	O.A. MINMAX.	AREA SERVED
AHU-1 THRU 5	QUEST	AG-0 5-NT-X-P3N T0 153JS ESA D02H	EXISTING UNITS	5	OUTDOOR	200/ .000	BLOOM RM.
AHU-6 THRU 7	QUEST	AG-0 5-NT-X-P3N T0 153JS ESA D02H	EXISTING UNITS	5	OUTDOOR	200/ .000	VEGETATION
AHU-8	QUEST	AG-0 5-NT-X-P3N T0 153JS ESA D02H	EXISTING UNIT	5	OUTDOOR	200/ .000	CLONE
AHU-9	AAON	RN-008-3-0-EB09	EXISTING UNIT	6	OUTDOOR	00	CURE ROOMS
AHU-10	AAON	RN-015-3-0-H609-7F2	NEW UNIT	15	OUTDOOR	00/1 00	OFFICE
AHU-11	AAON	RN-015-3-0-H609-7F2	NEW UNIT	15	OUTDOOR	960	DISPENSARY
AHU-12	AAON	RN-008-3-0-EB09-722	NEW UNIT	8	OUTDOOR	550	KITCHEN
AHU-13	AAON	RM-010-3-0-EB09-722	NEW UNIT	10	OUTDOOR	50	LAB
AHU-1	AAON	RN-011-3-0-EA09-000	EXISTING UNIT	10	OUTDOOR	500	PACKING

TAG	SUPPLY FAN						EXHAUST FAN					
	CFM	ESP	HP	BHP	RPM	VFD	CFM	ESP	HP	BHP	RPM	VFD
AHU-1 THRU5	15,000	0.75	(2)18	-	-	YES	15 000	-	-	-	-	-
AHU-6 THRU7	15,000	0.75	(2)18	-	-	YES	15 000	-	-	-	-	-
AHU-8	15,000	0.75	(2)18	-	-	YES	15 000	-	-	-	-	-
AHU-9	2,200	1.1	2	1.1	1 28	YES	2,200	-	-	-	-	-
AHU-10	,000	1.5	3	2.36	1 95	YES	2,900	0.5	1	0.6	97	YES
AHU-11	5,000	1.5	5	3.28	1653	YES	3,800	0.5	2	1 27	925	YES
AHU-12	2,200	1.5	2	1. 1	17 6	YES	2,200	0.5	2	0 96	99	YES
AHU-13	3,000	1.5	3	2.2	1782	YES	2800	0.5	2	1.7	1169	YES
AHU-1	2,900	1.1	3	-	-	YES	2,900	-	-	-	-	-

TAG	DX COIL						AUXILIARY ELECTRIC HEAT					
	COOLING EAT DB/WB (°F)	COOLING LAT DB/WB (°F)	COOLING TOTAL (MBH)	COOLING SENSIBLE (MBH)	HEATING EAT DB/WB (°F)	HEATING LAT DB/WB (°F)	HEATING TOTAL (MBH)	EAT (°F)	LAT (°F)	MBH	HW	FLA
AHU-1 THRU 5	76/63	6/ 5	58.9.2	29 .6	-	-	736.8	0	90	1.02	30	37.7
AHU-6 THRU 7	76/63	6/ 5	58.9.2	29 .6	-	-	736.8	0	90	1.02	30	37.7
AHU-8	76/63	6/ 5	58.9.2	29 .6	-	-	736.8	0	90	1.02	30	37.7
AHU-9	73.50/62.80	53 08 52 88	61.71	8.67	-	-	-	-	-	-	-	-
AHU-10	82.21/67. 0	51 55 51 35	1 8 . 5	1 29.18	-	-	-	-	-	-	-	-
AHU-11	79.12/65.96	53.17 51 93	1 66 52	1.37.13	-	-	-	-	-	-	-	-
AHU-12	80.15/66.18	51.12 51 09	9 .28	67.55	-	-	-	-	-	-	-	-
AHU-13	78.09/6 .93	51 2 51 06	1 17 07	85.53	-	-	-	-	-	-	-	-
AHU-1	67.30/55.90	5 69/ 80	98.33	8 .39	-	-	-	-	-	-	-	-

TAG	PROPANE GAS HEAT						HOT GAS REHEAT COIL		
	EAT DB/WB (°F)	LAT DB/WB (°F)	MBH INPUT	MBH OUTPUT	STAGES	MIN. PRESS. (PSIG)	MBH TOTAL	LAT DB/WB (°F)	RH (%)
AHU-1 THRU 5	-	-	-	-	-	-	-	-	-
AHU-6 THRU 7	-	-	-	-	-	-	-	-	-
AHU-8	-	-	-	-	-	-	-	-	-
AHU-9	-	-	-	-	-	-	0	70.00/59.52	5
AHU-10	56.0/51.0	92.1/6 .7	195.0	156.0		6-1	80	70.00/59.76	51
AHU-11	6 .3/56.5	9 .3/67.1	195.0	156.0		6-1	92	70.00/59.03	52
AHU-12	61.5/5 .7	92.1/65.8	90.0	72.9		6-1	5	70.00/58.69	51
AHU-13	66.9/58.2	89. /66.0	90.0	72.9		6-1	61	70.00/58.62	51
AHU-1	-	-	-	-	-	-	65	62. 8/52. 0	51

TAG	GLYCOL PUMP HP	VOLTS/ PHASE	MCA	MCB	EER	WEIGHT	REMARKS
AHU-1 THRU 5	1.75	60.0	11	1.25	-	7,500	AHU PROVIDED BY OWNER
AHU-6 THRU 7	1.75	60.0	11	1.25	-	7,500	AHU PROVIDED BY OWNER
AHU-8	1.75	60.0	11	1.25	-	7,500	AHU PROVIDED BY OWNER
AHU-9	-	60.0	15	20	9.	2,200	AHU PROVIDED BY OWNER
AHU-10	-	60.0	2	50	11.5	2,200	
AHU-11	-	60.0	2	6	11.5	2,200	
AHU-12	-	60.0	25	35	12.7	1500	
AHU-13	-	60.0	29	0	12.1	1600	
AHU-1	-	60.0	26	30	12.3	1700	AHU PROVIDED BY OWNER

GENERAL NOTES/ACCESSORIES:
1. EROU SHALL BE PREWIRED FOR SINGLE POINT POWER CONNECTION, INCLUDING FAN CIRCUITRY.
2. PROVIDE SEPARATE 120V LIGHT/RECEPTACLE CIRCUIT. (UR IN ELECTRICAL SCHEDULE)
3. PROVIDE THREE AIR FLOW STATIONS FOR EACH EROU. (S.A., R.A., & O.A.) COORDINATE FINAL AIR FLOW STATION LOCATIONS AND EXACT TYPE WITH ENGINEER.
4. PROVIDE DUCT MOUNTED THERMOSTAT, HUMIDISTAT, AND CO2 SENSOR FOR EACH UNIT. (RETURN DUCT)
5. FIRST 25 FT OF DUCTWORK SHALL BE INTERNALLY ACOUSTICALLY LINED DOWNSTREAM OF THE UNIT. (AHU-10 AND 11)
6. ROOFTOP VFDS SHALL BE MOUNTED IN WEATHER PROOF ENCLOSURE INSTALLED BY UNIT'S MANUFACTURER.
7. PROVIDE MERV-13 FILTERS.
11. PROVIDE DUCT TRANSITIONAL THE UNIT, COORDINATE STEEL FRAMING WITH AIR HANDLING SUBMITTALS AND ADJUST STEEL AS NECESSARY AT NO COST TO OWNER V.I.F.
12. PROVIDE O.A. INTAKE HOODS.
13. UNIT SHALL BE MOUNTED ON A CONCRETE PAD.
1 . PROVIDE FUSED DISCONNECT SWITCH WITH FUSES PER MANUFACTURER RECOMMENDATION.

RZ Design Associates, Inc.
MECHANICAL, ELECTRICAL, AND STRUCTURAL ENGINEERING
5001 Gulf Drive
Panama City, Florida 32407
P: (850) 234-2120
www.rzdesignassociates.com

ALABAMA LICENSED No. 31563 PROFESSIONAL ENGINEER KENNETH ANDREW HOBBY

12/20/2022

NOT FOR CONSTRUCTION

MONTGOMERY®
6030 PERIMETER PKWY
MONTGOMERY, AL 36116

Exhibit 32 - Engineering Plans and Specifications

M3.0
MECHANICAL SCHEDULES
20 DECEMBER 2022 - PRELIMINARY PLAN

32-386

Exhibit 33 – Security Plan

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	12/26/22
Signature of Verifying Individual	**Verification Date**

Applicant will comply with all Commission requirements related to security and transportation, and at times exceed those requirements where it serves the good of the community and Applicant's staff. [redacted] when it comes to protecting [redacted]

Applicant's Security Plan is centered around [redacted] Applicant and the Alabama Medical Cannabis Commission ("Commission") [redacted]

[redacted]

- [redacted]
- [redacted]
- [redacted]
- [redacted]

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Status of Written Plan: Completed

Exhibit 34 – Personnel

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	3/1/23
Signature of Verifying Individual	**Verification Date**

FORM G: PERSONNEL ROSTER & VERIFICATION

Insa Alabama, LLC

Business License Applicant Name

Integrated Facility

License Type

[redacted]

[redacted]

Form G: Personnel Roster & Verification
Page 2

[redacted]

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.

J. Gregory Allen	Owner
Printed Name of Verifying Individual	Title of Verifying Individual
	12/27/22
Signature of Verifying Individual	Verification Date

Form G: Personnel Roster & Verification
Page 3

FORM G: PERSONNEL ROSTER & VERIFICATION

Insa Alabama, LLC

Business License Applicant Name

Integrated Facility

License Type

[redacted]

[redacted]

Form G: Personnel Roster & Verification
Page 2

[redacted]

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.

J. Gregory Allen	Owner
Printed Name of Verifying Individual	Title of Verifying Individual
J. Gregory Allen	12/27/22
Signature of Verifying Individual	Verification Date

Form G: Personnel Roster & Verification
Page 3

Exhibit 35 – Business Leadership Credentials

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	12/26/22
Signature of Verifying Individual	**Verification Date**

35.1 – A Curriculum Vitae for the Business.

Applicant's leadership team brings to bear an extensive array of valuable experiences that will ensure Applicant's success in Alabama's medical cannabis program. Applicant's team includes [redacted]

Applicant's leadership team will [redacted]. [redacted]

Education. As highlighted in the chart below**,** Applicant's leadership team brings impressive education credentials across several relevant areas of study that will bolster the development of Applicant's operations.

[redacted]

Experience. Applicant has assembled a team of accomplished experts with relevant experience across fields including pharmacy, healthcare, medical cannabis, medical device safety, law, business management, law enforcement, and security, to successfully lead and manage the Applicant's operations. The breadth of experience held by Applicant's leadership team is summarized below.

[redacted]

[redacted]

[redacted]

35.2 – A Detailed Explanation of the Role Each Leader is to Have in Facility Operations.

Chief Executive Officer (CEO)

Chief Operating Officer (COO)

Secure Transport Drivers,

35.3 – A 5-year hiring plan for its employees, identifying the types, positions, required education, required experience, and expected roles of such personnel.

Applicant plans

[redacted]

Status of Written Plan: Completed

Exhibit 36 – Employee Handbook

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	12/26/22
Signature of Verifying Individual	**Verification Date**

Summary

Included below is a verified copy of Insa Alabama, LLC's ("Applicant's") proposed Employee Handbook. This Employee Handbook was meticulously developed and written – with a singular focus on Alabama – by Applicant's team of leaders, which include:

- The founding partners of a prominent Alabama law firm that grew from a single storefront in Montgomery to the nation's leading experts on pharmaceutical and medical device safety.
- The founders of Insa, a medical cannabis company with a spotless record, free of fines, violations, or discipline – an extreme rarity among large multiple-state companies. Insa operates medical cannabis cultivation and production facilities across the state line in Polk County, Florida, Massachusetts and Pennsylvania, and employs hundreds who contributed their knowledge of patient and worker safety and Certified Good Manufacturing Practices (cGMP).
- The Applicant's medical advisors, [redacted] will bring his world-renowned knowledge of prescription compliance to oversee Applicant's quality controls. Other medical advisors include [redacted]
- The Applicant's Certified Dispensers, who exceed the qualifications under Ala. Admin. Code Reg. 583-x-8-.03, including a licensed retail pharmacist with over a decade of experience, an experienced product manufacturing Quality Control Technician, and a seasoned medical practice administrator.
- Applicant's Security leaders and Secure Transport Drivers, [redacted]

Exhibit 37 – Secure Transport Drivers

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	3/1/23
Signature of Verifying Individual	**Verification Date**

FORM H: SECURE TRANSPORT DRIVERS

Complete a separate form and verification for each of the Applicant's secure transport drivers.

Insa Alabama, LLC
Business License Applicant Name

Integrated Facility
License Type

Secure Transport Driver Information

[redacted]

Citations, Fines & Violations

List all motor vehicle citations, fines, and violations received by the driver in the last three (3) years. Attach additional forms if necessary.

Type (select all that apply): ☐ Citation ☐ Fine ☐ Violation

None
Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): ☐ Citation ☐ Fine ☐ Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): ☐ Citation ☐ Fine ☐ Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): ☐ Citation ☐ Fine ☐ Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): ☐ Citation ☐ Fine ☐ Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): ☐ Citation ☐ Fine ☐ Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Applicant Verification: The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes complete and accurate information for the secure transport driver identified hereinabove (and attached, as necessary). The undersigned further verifies that the secure transport driver identified hereinabove is at least 21 years of age and has a minimum of three (3) years driving experience.

J. Greg Allen
Printed Name of Verifying Individual

Owner
Title of Verifying Individual

J. Greg Allen
Signature of Verifying Individual

December 12, 2022
Verification Date

FORM H: SECURE TRANSPORT DRIVERS

Complete a separate form and verification for each of the Applicant's secure transport drivers.

Insa Alabama, LLC
Business License Applicant Name

Integrated Facility
License Type

Secure Transport Driver Information

[redacted]

Citations, Fines & Violations

List all motor vehicle citations, fines, and violations received by the driver in the last three (3) years. Attach additional forms if necessary.

Type (select all that apply): ☐ Citation ☐ Fine ☐ Violation

None
Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): ☐ Citation ☐ Fine ☐ Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): ☐ Citation ☐ Fine ☐ Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): ☐ Citation ☐ Fine ☐ Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): ☐ Citation ☐ Fine ☐ Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): ☐ Citation ☐ Fine ☐ Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Applicant Verification: The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes complete and accurate information for the secure transport driver identified hereinabove (and attached, as necessary). The undersigned further verifies that the secure transport driver identified hereinabove is at least 21 years of age and has a minimum of three (3) years driving experience.

J. Greg Allen
Printed Name of Verifying Individual

Owner
Title of Verifying Individual

J. Greg Allen
Signature of Verifying Individual

December 12, 2022
Verification Date

FORM H: SECURE TRANSPORT DRIVERS

Complete a separate form and verification for each of the Applicant's secure transport drivers.

[redacted]

Type (select all that apply): ___Citation ___Fine ___Violation

_____ _____
Violation/Charge Issued By

_____ _____ _____
Date of Occurrence Location (City/County) Location (State)

_____ _____
Disposition/Amount Date of Disposition

Type (select all that apply): ___Citation ___Fine ___Violation

_____ _____
Violation/Charge Issued By

_____ _____ _____
Date of Occurrence Location (City/County) Location (State)

_____ _____
Disposition/Amount Date of Disposition

Type (select all that apply): ☐ Citation ☐ Fine ☐ Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): ☐ Citation ☐ Fine ☐ Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): ☐ Citation ☐ Fine ☐ Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

<u>Applicant Verification</u>: The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes complete and accurate information for the secure transport driver identified hereinabove (and attached, as necessary). The undersigned further verifies that the secure transport driver identified hereinabove is at least 21 years of age and has a minimum of three (3) years driving experience.

J. Greg Allen
Printed Name of Verifying Individual

Owner
Title of Verifying Individual

J. Greg Allen
Signature of Verifying Individual

December 12, 2022
Verification Date

FORM H: SECURE TRANSPORT DRIVERS

Complete a separate form and verification for each of the Applicant's secure transport drivers.

Insa Alabama, LLC
Business License Applicant Name

Integrated Facility
License Type

Secure Transport Driver Information

[redacted]

Citations, Fines & Violations

List all motor vehicle citations, fines, and violations received by the driver in the last three (3) years. Attach additional forms if necessary.

Type (select all that apply): ☐ Citation ☐ Fine ☐ Violation

None
Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): ☐ Citation ☐ Fine ☐ Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): ☐ Citation ☐ Fine ☐ Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): ☐ Citation ☐ Fine ☐ Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): ☐ Citation ☐ Fine ☐ Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): ☐ Citation ☐ Fine ☐ Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

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J. Greg Allen
Printed Name of Verifying Individual

Owner
Title of Verifying Individual

J. Greg Allen
Signature of Verifying Individual

December 12, 2022
Verification Date

FORM H: SECURE TRANSPORT DRIVERS

Complete a separate form and verification for each of the Applicant's secure transport drivers.

Insa Alabama, LLC
Business License Applicant Name

Integrated Facility
License Type

Secure Transport Driver Information

[redacted]

List all motor vehicle citations, fines, and violations received by the driver in the last three (3) years. Attach additional forms if necessary.

Type (select all that apply): ☐ Citation ☐ Fine ☐ Violation

None
Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): ☐ Citation ☐ Fine ☐ Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): ☐ Citation ☐ Fine ☐ Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

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Disposition/Amount

Date of Disposition

Type (select all that apply): ☐ Citation ☐ Fine ☐ Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

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Disposition/Amount

Date of Disposition

Type (select all that apply): ☐ Citation ☐ Fine ☐ Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): ☐ Citation ☐ Fine ☐ Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

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J. Greg Allen
Printed Name of Verifying Individual

Owner
Title of Verifying Individual

J. Greg Allen
Signature of Verifying Individual

December 12, 2022
Verification Date

FORM H: SECURE TRANSPORT DRIVERS

Complete a separate form and verification for each of the Applicant's secure transport drivers.

Insa Alabama, LLC
Business License Applicant Name

Integrated Facility
License Type

Secure Transport Driver Information

[redacted]

List all motor vehicle citations, fines, and violations received by the driver in the last three (3) years. Attach additional forms if necessary.

Type (select all that apply): ☐ Citation ☐ Fine ☐ Violation

None
Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): ☐ Citation ☐ Fine ☐ Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): ☐ Citation ☐ Fine ☐ Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): ☐ Citation ☐ Fine ☐ Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): ☐ Citation ☐ Fine ☐ Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): ☐ Citation ☐ Fine ☐ Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

<u>Applicant Verification</u>: The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes complete and accurate information for the secure transport driver identified hereinabove (and attached, as necessary). The undersigned further verifies that the secure transport driver identified hereinabove is at least 21 years of age and has a minimum of three (3) years driving experience.

J. Greg Allen
Printed Name of Verifying Individual

Owner
Title of Verifying Individual

J. Greg Allen
Signature of Verifying Individual

December 12, 2022
Verification Date

Form H: Secure Transport Drivers
Page 2

Exhibit 38 – Driver's Manual

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	12/26/22
Signature of Verifying Individual	**Verification Date**

Summary

Applicant has developed the Drivers' Manual ("Manual") included with this Exhibit. The Manual details the qualifications, standards, and procedures to be met and followed by to ensure . This Manual describes the Applicant's policies and procedures for

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DRIVER'S MANUAL

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Exhibit 39 – Quality Control and Quality Assurance Plan

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	12/26/22
Signature of Verifying Individual	**Verification Date**

It is axiomatic that medical cannabis patients around the country depend daily on the effectiveness of robust quality control and assurance measures within medical cannabis production facilities. Therefore, [redacted] for Applicant as it lays its roots in Alabama. [redacted] Applicant has a [redacted] Quality Control and Quality Assurance Plan ("Plan"), which will ensure that [redacted] registered patients in Alabama. Specifically, this Plan provides painstaking details addressing how Applicant will, [redacted] perform quality control [redacted] of medical cannabis in its control [redacted]

It is also worth emphasizing that this Plan [redacted]

[redacted]

- [redacted]
- [redacted]

39.1 – An overview of the steps to be taken in the manufacturing 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.

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39.2 – A plan for performing, at its own expense after licensure, quality control and testing of a qualified sampling of medical cannabis in its control, regardless of whether said medical cannabis has been packaged, labeled and sealed. Such testing shall be conducted by the State Testing Laboratory. The plan shall include, but is not limited to, the following:

- **What tests will be conducted, if any, at each stage or stages of production.**
- **Whether the testing at each stage will be in house, unofficially by private testing through a State Testing Laboratory, or solely by official testing through a State Testing Laboratory.**

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39.3 – 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.

[redacted]

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[redacted]

[redacted]

[redacted]

Status of Written Plan: Completed

Exhibit 40 – Contamination and Recall Plan

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
Signature of Verifying Individual	12/26/22 **Verification Date**

Applicant has developed a [redacted] Contamination and Recall Plan [redacted]. This plan includes [redacted]

40.1 - Applicant has provisions in place to notify any other impacted licensees in the chain of custody in the case of an adverse event.

[redacted]

[redacted]

- [redacted]
- [redacted]
- [redacted]

[redacted]

<u>40.2 - Applicant's Recall Plan contains established factors about an adverse event that would likely necessitate a recall, and any potential for retesting or remediation.</u>

[redacted]

[redacted]

- [redacted]
- [redacted]
- [redacted]

[redacted]

- [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

40.3 Applicant has designated, responsible individuals or positions within the organization who will oversee the recall process.

40.4 - Applicant will deploy clear notification protocols to inform other licensees and the Commission of a recall through the Statewide Seed-to-Sale Tracking System.

40.5 - Applicant has compliant processes to ensure that the recalled product is returned, remediated (and approved as safe), or destroyed.

40.6 - Applicant will transparently report all recall activities to the Commission and also notify any other appropriate regulatory body regarding crisis response and steps taken to mitigate or avoid danger to the public.

40.7 - In the event of contamination or a recall, Applicant has identified future 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.

[redacted]

[redacted]

[redacted]

40.8 - In the event of a recall, Applicant will investigate and analyze the factors that led to the unsafe condition requiring the recall, and immediately implement any adjustments to internal protocols and processes to avoid recurrence.

Status of Written Plan: Completed

Exhibit 41 – Marketing and Advertising Plan

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	3/1/23
Signature of Verifying Individual	**Verification Date**

<u>41.1 – Any proposed logos, branding, messaging, or other marketing or advertising communications, either in-house (e.g., in displays or on video monitors installed in the dispensing site) or providing exemplars of any specific advertisements.</u>

The Applicant's logos, branding, messaging and other marketing and advertising communications [redacted] The Applicant intends [redacted] **Ala. Code 1975, Ala. Admin. Code 538-x-4-.17**, and **Ala. Admin. Code 80-14-1-.18.**

The Applicant's proposed logos and branding are as follows:

[redacted]

Applicant shall use the following imagery in connection with in-house marketing and advertising communications:

[redacted]

Applicant plans on using the following messaging on video displays on in store TV screens:

[redacted]

41.2 – Any specific media outlets or platforms where the marketing or advertising campaigns or programs will be utilized.

41.3 – The identity of any media outlet or third-party individual or entity who is projected to play any role in the Applicant's marketing or advertising efforts, and copies of all contracts or contract forms proposed for use, if any, between itself and such media outlet or third-party individual or entity.

Applicant has identified the following third parties who are projected to play a role in the Applicant's marketing or advertising efforts. [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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41.4 – Virtual renderings of all packaging to be provided by the Applicant, demonstrating the size, color, logo, artwork, or statements appearing on the packaging, as well as all child-resistant, tamper-evident, or other safety features, demonstrating conformity with the Act and the AMCC Rules.

All Applicant's packaging

virtual renderings of packaging to be provided by the Applicant demonstrating the color, logo, artwork as well as statements and their location appearing on the Applicant's packaging.

[redacted]

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41.5 – <u>Exemplars of all proposed labeling, including labels on packaging, on containers and any inserts to be included in any packages, demonstrating conformity with the Act and the AMCC Rules.</u>

Applicant's labeling, including labels on packaging, on containers and any inserts to be included in any packages shall be in conformity with the Act and the AMCC Rules

Applicant's Warning Labels will be as follows:

Applicant's Testing Labels will be as follows:

[redacted]

Applicant's Patient Labels will be as follows:

[redacted]

Applicant's Exit Packaging is as follows:

[redacted]

Applicant's Product Packaging is shown below. Applicant has indicated where the Testing Label, Patent Label and Warning Label will be displayed on the packaging:

[redacted]

[redacted]

Exhibit 42 – Website and Social Media

Verification

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

J. Gregory Allen	Owner
Printed Name of Verifying Individual	**Title of Verifying Individual**
	12/26/22
Signature of Verifying Individual	**Verification Date**

Website Overview: www.insa.com/alabama/

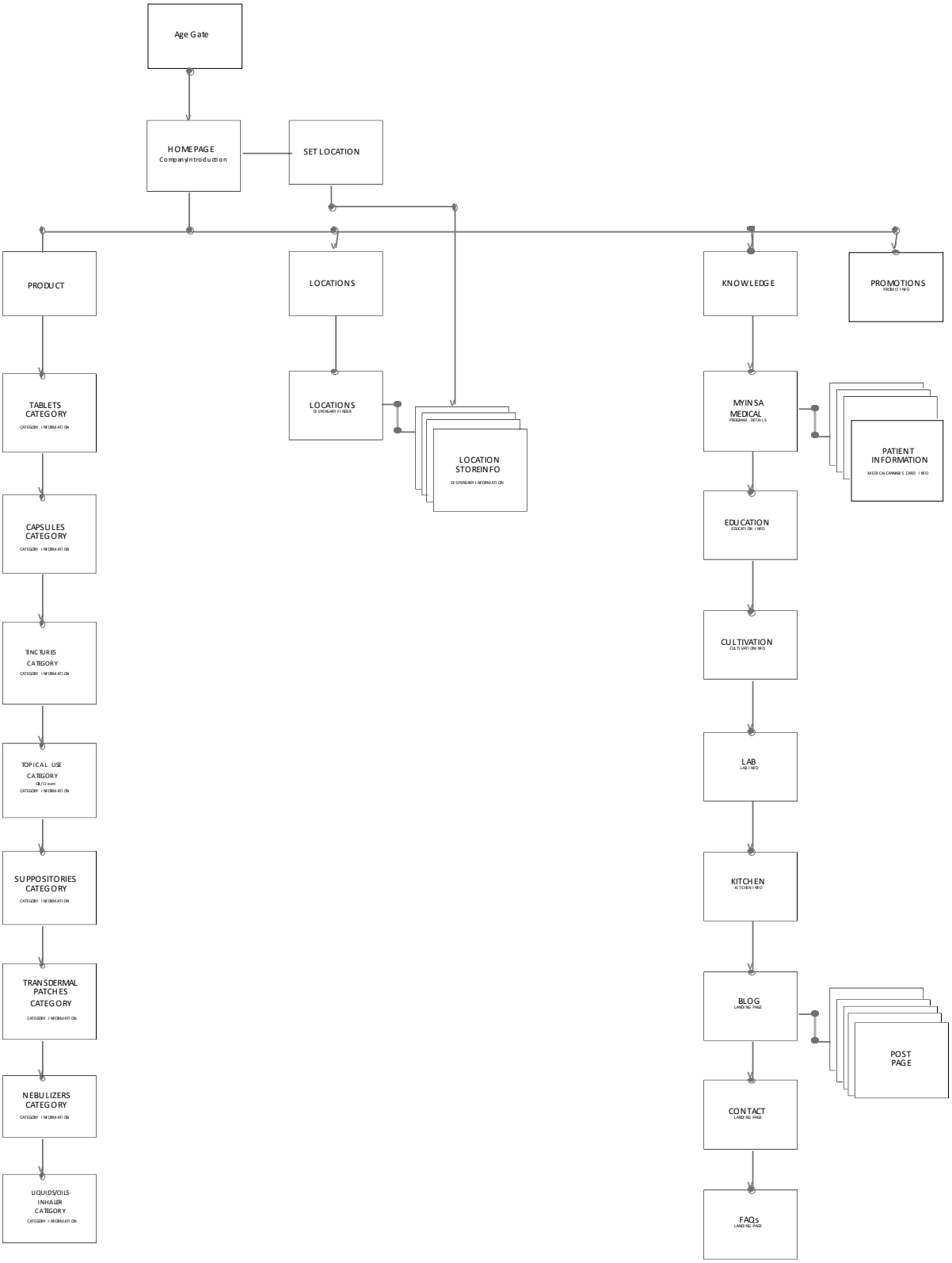
Applicant's Alabama website will feature Applicant brand marks, brand colors, product imagery, and lifestyle imagery to educate and enhance the user experience. The website will be used to communicate product offerings, product usage instructions, dispensary locations, introductions to medical cannabis, and educational content for patients. The overall look of the website will accord with Applicant's medical cannabis brand guidelines and comply with all applicable Alabama rules for marketing and advertising. The purpose of the website is to provide product information, education, and guidance to patients using medical cannabis.

The lifestyle imagery on the site will feature hired talent, employees of Applicant, and/or stock imagery. Lifestyle images will be used as a tool to better educate and inform patients about medical cannabis. Images will be used to help educate about product usage, and general messaging, and provide transparency into the creation of medical cannabis products that Applicant will offer. Icons and illustrations will also be used to highlight areas of the website and visually assist with products and educational items. Motion/videos will be used to enhance patient experience.

Applicant does not plan to use any social media in Alabama.

42.1 – A complete site map of each website owned or operated by the Applicant.

Applicant's only website will be insa.com/alabama/ and the site map will be as follows:



42.2 – The web address of each webpage, social media page, or other online site owned or operated by the Applicant.

Applicant intends to own and operate a website and has no plans to use other social media. The website address of the Applicant's website will be **www.insa.com/alabama/.** The web addresses for individual webpages within Applicant's website are as follows:

- **Homepage:** www.insa.com/alabama
- **Set Store Location:** www.insa.com/alabama/where-to-buy/
- **Each Store Location:** www.insa.com/alabama/locations/[name-of-location]
- **Products:** www.insa.com/alabama/products/
- **Tablets Category:** www.insa.com/alabama/products/category/tablets/
- **Capsules Category:** www.insa.com/alabama/products/category/capsules/
- **Tinctures Category:** www.insa.com/alabama/products/category/tinctures/
- **Topical Use Category:** www.insa.com/alabama/products/category/topical/
- **Suppositories Category:** www.insa.com/alabama/products/category/suppositories/
- **Transdermal Patches Category:** www.insa.com/alabama/products/category/transdermal/
- **Nebulizers Category:** www.insa.com/alabama/products/category/nebulizers/
- **Liquids/Oils, Inhaler Category:** www.insa.com/alabama/products/category/liquids/
- **My INSA Medical:** www.insa.com/alabama/myinsa-medical-loyalty-program/
- **Education:** www.insa.com/alabama/education/
- **Cultivation:** www.insa.com/alabama/cultivation/
- **Laboratory:** www.insa.com/alabama/the-lab/
- **Blog:** www.insa.com/alabama/insa-blog/
- **Blog Posts:** www.insa.com/alabama/blog[date-of-post]/[name-of-post]/
- **Contact:** www.insa.com/alabama/contact-us/
- **FAQs:** www.insa.com/alabama/faqs/

FORM I: OWNERSHIP ENTITY INDIVIDUALS

"Ownership Entity" – An entity that has any ownership interest in the Applicant.

Complete a separate form for each ownership entity, providing information and verification as to each individual having an indirect or direct ownership interest in the ownership entity. Attach additional forms if necessary.

For purposes of this form, if the ownership entity is a trust, disclose the names and addresses of all trustees and beneficiaries; if a privately held corporation, the names and addresses of all shareholders, officers, and directors; if a publicly held corporation, the names and addresses of all shareholders holding a direct or indirect interest of greater than five percent, officers, and directors; if a partnership or limited liability partnership, the names and addresses of all partners; if a limited partnership or limited liability limited partnership, the names of all partners, both general and limited; or if a limited liability company, the names and addresses of all members and managers.

Insa Alabama, LLC
Business License Applicant Name

Integrated Facility
License Type

Ownership Entity Information

Clearview Ranch, LLC
Ownership Entity Name

51%
Ownership Entity % Ownership in Applicant

Ownership Entity Type:

- ○ Trust
- ○ Privately Held Corporation
- ○ Publicly Held Corporation
- ○ Partnership
- ○ Limited Liability Partnership
- ○ Limited Partnership
- ○ Limited Liability Limited Partnership
- (X) Limited Liability Company
- ○ Other (specify): _____

Ownership Entity Owners

Jere Locke Beasley
Owner Name

Managing member
Role

[redacted]
% Ownership in Entity

[redacted]
S

[redacted]
City

[redacted]
State

[redacted]
Zip

J. Gregory Allen
Owner Name

[redacted]
Role

[redacted]
% Ownership in Entity

[redacted]
Street Address

[redacted]
City

[redacted]
State

[redacted]
Zip

Clearview Ranch II, LLC	Member	[redacted]
Owner Name	Role	% Ownership in Entity

[redacted]
Street Address

[redacted]	[redacted]	[redacted]
City	State	Zip

Owner Name	Role	% Ownership in Entity

Street Address

City	State	Zip

Owner Name	Role	% Ownership in Entity

Street Address

City	State	Zip

Owner Name	Role	% Ownership in Entity

Street Address

City	State	Zip

Applicant Verification: The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes a complete and accurate list of all individuals with an applicable ownership interest in an ownership entity with an ownership interest in the Applicant.

J. Gregory Allen	Owner
Printed Name of Verifying Individual	Title of Verifying Individual
	December 9, 2022
Signature of Verifying Individual	Verification Date

FORM I: OWNERSHIP ENTITY INDIVIDUALS

"Ownership Entity" – An entity that has any ownership interest in the Applicant.

Complete a separate form for each ownership entity, providing information and verification as to each individual having an indirect or direct ownership interest in the ownership entity. Attach additional forms if necessary.

For purposes of this form, if the ownership entity is a trust, disclose the names and addresses of all trustees and beneficiaries; if a privately held corporation, the names and addresses of all shareholders, officers, and directors; if a publicly held corporation, the names and addresses of all shareholders holding a direct or indirect interest of greater than five percent, officers, and directors; if a partnership or limited liability partnership, the names and addresses of all partners; if a limited partnership or limited liability limited partnership, the names of all partners, both general and limited; or if a limited liability company, the names and addresses of all members and managers.

Insa Alabama, LLC
Business License Applicant Name

Integrated Facility
License Type

Ownership Entity Information

Clearview Ranch II, LLC
Ownership Entity Name

[redacted]
Ownership Entity % Ownership in Applicant

Ownership Entity Type:

- ○ Trust
- ○ Privately Held Corporation
- ○ Publicly Held Corporation
- ○ Partnership
- ○ Limited Liability Partnership
- ○ Limited Partnership
- ○ Limited Liability Limited Partnership
- (X) Limited Liability Company
- ○ Other (specify): _____

Ownership Entity Owners

Clearview Ranch, LLC
Owner Name

Managing member
Role

[redacted]
% Ownership in Entity

[redacted]
Street Address

[redacted]
City

[redacted]
State

[redacted]
Zip

David Herrick
Owner Name

Member
Role

[redacted]
% Ownership in Entity

[redacted]
Street Address

[redacted]
City

[redacted]
State

[redacted]
Zip

Owner Name	Role	% Ownership in Entity
L. Shane Seaborn	Member	[redacted]

[redacted]
Street Address

City	State	Zip
[redacted]	[redacted]	[redacted]

Owner Name	Role	% Ownership in Entity
Phillip C. Pouncey	Member	[redacted]

[redacted]
Street Address

City	State	Zip
[redacted]	[redacted]	[redacted]

Owner Name	Role	% Ownership in Entity
Kendall C. Dunson	Member	[redacted]

[redacted]
Street Address

City	State	Zip
[redacted]	[redacted]	[redacted]

Owner Name	Role	% Ownership in Entity
Samuel E. Bone	Member	[redacted]

[redacted]
Street Address

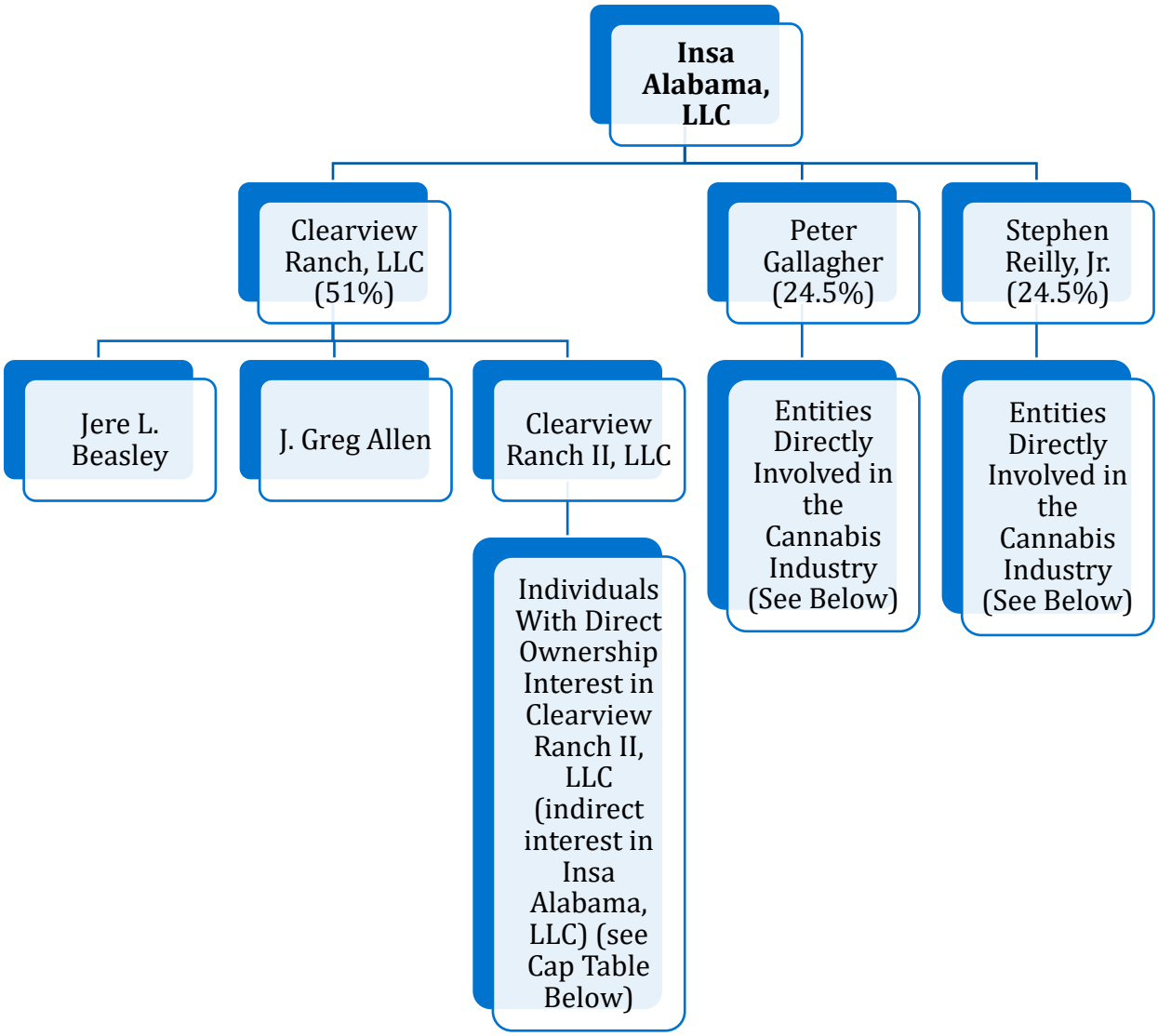
City	State	Zip
[redacted]	[redacted]	[redacted]

Applicant Verification: The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes a complete and accurate list of all individuals with an applicable ownership interest in an ownership entity with an ownership interest in the Applicant.

Printed Name of Verifying Individual	Title of Verifying Individual
J. Gregory Allen	Owner

Signature of Verifying Individual	Verification Date
J. Allen	December 9, 2022

Entity Organizational Chart for Insa Alabama, LLC



Capitalization Table of Insa Alabama, LLC

Peter Gallagher	[redacted]	
Stephen Reilly, Jr.	[redacted]	
Jere L. Beasley	[redacted]	See Attached Form I for Clearview Ranch, LLC and Clearview Ranch II, LLC
J. Greg Allen	[redacted]	See Attached Form I for Clearview Ranch, LLC and Clearview Ranch II, LLC
Phillip Pouncey	[redacted]	See Attached Form I Clearview Ranch II, LLC
David Herrick	[redacted]	See Attached Form I Clearview Ranch II, LLC
Kendall Dunson	[redacted]	See Attached Form I Clearview Ranch II, LLC
Samuel Bone	[redacted]	See Attached Form I Clearview Ranch II, LLC
L. Shane Seaborn	[redacted]	See Attached Form I Clearview Ranch II, LLC

Entities Directly Involved in the Cannabis Industry

Peter Gallagher also owns [redacted] of the issued and outstanding membership interest of GPM II, LLC. Stephen Reilly, Jr. owns [redacted] of GPM II, LLC. GPM II, LLC will be a funding source of Insa Alabama, LLC. GPM II, LLC holds the following beneficial interests in subsidiaries operating licensed cannabis businesses:

1. I.N.S.A., Inc. – Massachusetts Operating Company – Beneficial Ownership: 100%
    - Medical and Adult Use Licensee: Massachusetts Cannabis Control Commission License #s: MR281680, MC281268, MP281426, MR281892, MR282632, MPN282163, RMD365, RMD845, RMDA3362
2. D&D Accounting Services, LLC d/b/a Insa – Florida Operating Company – Beneficial Ownership: 100%
    - Medical Licensee: Florida Department of Health Office of Medical Marijuana Use License #: MMTC-2019-0016
3. INSA, LLC – Pennsylvania Operating Company – Beneficial Ownership: 100%
    - Medical Licensee: Pennsylvania Department of Health Permit #: GP18-4001
4. INSA Ohio, LLC – Ohio Operating Company – Beneficial Ownership: 100%
    - Medical Licensee: Ohio Board of Pharmacy License #: MMD.04095
5. Insa CT, LLC – Connecticut Operating Company – Beneficial Ownership: 35%
    - Adult Use Licensee: Department of Consumer Protection License #: ACCE.0000015

FORM K: Affidavit of Entity Applicant for
Alabama Medical Cannabis License

STATE OF ALABAMA)

)

MONTGOMERY **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: Insa Alabama, LLC

2. NAME OF AFFIANT: J. Gregory Allen

3. AFFIANT'S POSITION WITH APPLICANT: Owner

4. AFFIANT IS THE APPLICANT'S (*Check One*): ◉ Responsible Party ○ Contact Person
(*The affidavit of BOTH individuals is required*)

5. TYPE OF LICENSE BEING SOUGHT BY APPLICANT (*Check One*):

○ Cultivator ○ Processor ○ Secure Transporter
○ Dispensary ◉ Integrated Facility ○ State Testing Laboratory

6. On behalf of the Applicant, I do hereby affirm under oath as follows:

   a. I, the undersigned Affiant named in paragraph 2 above, am an adult, over the age of 19 years and competent to provide this Affidavit.
   ___ 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.*)
   ___ 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.
   ___ 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.

_____ 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.

_____ INITIAL HERE

f. Applicant understands, acknowledges, and will continue to respect and comply with AMCC Rules regarding limited communication during the Application process.

_____ INITIAL HERE

g. Applicant consents to all background checks, examinations, inspections, and search and seizure by AMCC and law enforcement personnel during this Application process and afterward, to the extent a license is awarded.

_____ INITIAL HERE

h. Applicant has no economic interest, as defined in the AMCC Rules, in any other license or Application for license under the Darren Wesley "Ato" Hall Compassion Act, § 20-2A-1, et seq., Code of Alabama 1975.

_____ INITIAL HERE

i. I and the Applicant will at all times, to the best of our ability, comply with the AMCC Rules, and cooperate and maintain transparency with the AMCC, its staff and other agents.

_____ INITIAL HERE

j. Any verification provided in the Application is hereby affirmed under oath to be true and correct as of the date of the Application's submission.

_____ INITIAL HERE

_____
Signature of Affiant
Acting for and on behalf of:

Insa Alabama, LLC
Applicant

Sworn to and subscribed before me on this 27th day of December, 2022.

_____
Notary Public

My Commission Expires: June 3, 2025

[SEAL]

December 27, 2022

To whom it may concern:

Insa Alabama, LLC hereby authorizes J. Gregory Allen, Manager, to provide the "Form K" Affidavit of Entity Applicant for Alabama Medical Cannabis License as the Responsible Person of Insa Alabama, LLC as that term is defined by Ala. Code Reg. 538-x-3-.02.

J. Gregory Allen
Manager

FORM K: Affidavit of Entity Applicant for
Alabama Medical Cannabis License

STATE OF ALABAMA)

)

MONTGOMERY **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: Insa Alabama, LLC

2. NAME OF AFFIANT: Jere Beasley

3. AFFIANT'S POSITION WITH APPLICANT: Owner

4. AFFIANT IS THE APPLICANT'S (*Check One*): ○ Responsible Party ◉ Contact Person
(The affidavit of BOTH individuals is required)

5. TYPE OF LICENSE BEING SOUGHT BY APPLICANT (*Check One*):

○ Cultivator ○ Processor ○ Secure Transporter
○ Dispensary ◉ Integrated Facility ○ State Testing Laboratory

6. On behalf of the Applicant, I do hereby affirm under oath as follows:

   a. I, the undersigned Affiant named in paragraph 2 above, am an adult, over the age of 19 years and competent to provide this Affidavit.
   JLB 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.)
   JLB 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.
   JLB 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.
__JLB__ 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.
__JLB__ INITIAL HERE

f. Applicant understands, acknowledges, and will continue to respect and comply with AMCC Rules regarding limited communication during the Application process.
__JLB__ 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.
__JLB__ 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.
__JLB__ 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.
__JLB__ 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.
__JLB__ INITIAL HERE

Jill Z Beasley
Signature of Affiant
Acting for and on behalf of:

Insa Alabama, LLC
Applicant

Sworn to and subscribed before me on this 27th day of December, 2022.

Brandi Ross
Notary Public

My Commission Expires: June 3, 2025

[SEAL]

December 27, 2022

To whom it may concern:

Insa Alabama, LLC hereby authorizes Jere L. Beasley, Manager, to provide the "Form K" Affidavit of Entity Applicant for Alabama Medical Cannabis License as the Contact Person of Insa Alabama, LLC as that term is defined by Ala. Code Reg. 538-x-3-.02.

Jere L. Beasley
Manager

At this time, Applicant *already* is insured under polices that exceed the minimum insurance requirements of **the Alabama Limited Liability Company Law, § 10A-5A-1.01 et seq., Code of Alabama 1975, as amended from time to time (the "Act") and the AMCC Rules, including Ala. Admin. Code, Reg. 80-14-1-.05.** [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]