**Southeast Cannabis Company, LLC's Written Grounds for Redaction**

Southeast Cannabis Company, LLC ("SCC" or "Company") is an applicant for a medical marijuana Integrated Facility license. SCC understands that AMCC is an entity of the State of Alabama and any documents or data submitted to the State of Alabama may be disclosed by the State pursuant to an Alabama Public Information Request.

While Section 36-12-40 of the Alabama Code (the "Open Records Act") permits certain exclusions from disclosure, SCC understands that AMCC or the State make no guarantee or promises that such data will not be disclosed. We have reviewed the Open Records Act, as well as relevant case law.

SCC understands that the Exhibits and data provided to the Commission may not be confidential or trade secrets (as defined in Section 8-27-2(1) of the Alabama Code "Trade Secrets Act")), or if confidential or a trade secret, may or may not be disclosed pursuant to the Alabama Open Records Act and the Trade Secrets Act.

SCC further understands that exhibits consisting of trade secrets or confidential information must be clearly marked and have included a legal justification for each exhibit so marked.

**Part I – Ownership**

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

The Resume or Curriculum Vitae of Individuals with Ownership Interest in SCC is both a trade secret, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2), Code of Alabama 1975 (as amended). First, this Exhibit contains personally identifiable information as to the owners and investors of SCC. Second, if this information were disclosed, SCC's competitors would be able to infer details regarding the financial status of the company and its principals, which would allow those competitors to design business and operational plans attempting

to take advantage of this fact. Third, the information contained in each Resume or Curriculum Vitae includes personally identifiable information that, if disclosed, have "an impact upon, the security and safety of [our Owners]."[1] The Company protects the secrecy of this information by limiting knowledge on a need-to-know basis and protecting the same with confidentiality agreements. Allowing this information to be released could provide nefarious persons with the necessary information to endanger the safety of our Owners.

**Exhibit 2 – Residency of Owners**

The records indicating the residency of SCC's Owners are both trade secrets, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2), Code of Alabama 1975 (as amended). The identities of the Company's employees, contractors and principals are highly guarded trade secrets protected by nondisclosure agreements. Especially if the Company wins a license, the Company's agents and principals could be identified by its competitors and poached, allowing the Company's competitors to secure superior personnel at little or no cost. This risk is magnified to SCC versus other companies, as the Company's owners are often also its service providers. Additionally, the release of this personal information should be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of [our Owners]."[2] Allowing this information to be released could also provide bad actors with the means to endanger the safety of our Owners.

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

The records indicating that the majority ownership in SCC has significant business experience in the field of commercial horticulture and agronomic production are both trade secrets, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2), Code of Alabama 1975 (as amended). The identities of the Company's employees, contractors and principals, and their experiences are highly guarded trade secrets protected by nondisclosure agreements. Especially if the Company wins a license, the Company's agents and principals could be identified by its competitors and poached, allowing the Company's competitors to secure superior personnel at little or no cost. Additionally, the release of this personal information should be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of [our Owners]."[3] Allowing

this information to be released could also provide criminals with the means to endanger the safety of our Owners.

**Exhibit 4 – Criminal Background Check**

The information contained in the records requested, including: (1) Form B: Background Check Applicant Verification; (2) Form C: State Background Check (ALEA); (3) Form D: National Background Check (FBI); and (4) Form: Background Check Individual Verification is both confidential information with a protectible interest, per § 8-1-191(a)(2), Code of Alabama 1975 (as amended) and a trade secret, per § 8-27-2(1), Code of Alabama 1975 (as amended). The identities of the Company's employees, contractors and principals are highly guarded trade secrets protected by nondisclosure agreements. Especially if the Company wins a license, the Company's agents and principals could be identified by its competitors and poached, allowing the Company's competitors to secure superior personnel at little or no cost. The Company protects the secrecy of this information by limiting knowledge on a need-to-know basis and protecting the same with confidentiality agreements. The release of this personal information should also be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of [our Owners]."[4] Allowing this information to be released could provide those with malicious intentions the means to endanger the safety of our Owners.

**<u>Part II – Financial Ability</u>**

**Exhibit 5 – Minimum Performance Bond Requirements**

SCC's letter of commitment showing our ability to secure a performance bond issued by a surety insurance company is both a trade secret, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2)-(4)(a), Code of Alabama 1975 (as amended). The commercial relationships we have with our insurance company are a protectable interest.[5] Insurance coverage is hard to come by in this industry. Disclosure would harm the economic advantage of the Company, by allowing less prepared applicants to piggyback off the work we did locating and securing an insurance provider. The Company protects the secrecy of this information by limiting knowledge on a need-to-know basis and protecting the same with confidentiality agreements. Additionally, the release of personal information related to SCC's ability to meet the bond requirement should be excluded from disclosure under the Open Records

Act since disclosure would have "an impact upon, the security and safety of persons" (i.e., the sources of the bond).[6]

**Exhibit 6 – Minimum Liquid Assets Requirements**

Proof that SCC has at least $250,000 in liquid assets available at the time the license will be issued is both a trade secret, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2) & (3), Code of Alabama 1975 (as amended). The capitalization of the Company is obviously financial information, and the Company keeps such information highly confidential, both by limiting knowledge to senior management and through nondisclosure agreements, to ensure both the privacy of its investors and that its competitors are unaware of the depth of its resources. Even though all applicants must show the same amount of money, the source of the funds involves financial and investment information, and commercial relationships.[7] The Company protects the secrecy of this information by limiting knowledge on a need-to-know basis and protecting the same with confidentiality agreements. Additionally, the release of personal information related to SCC's ability to raise the liquid asset requirement should be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of persons" (i.e., the sources of our capital).[8] Disclosure would harm the economic advantage of the Company and risk the safety and security of those people and entities that are the source of such funds.

**Exhibit 7 – Demonstration of Sufficient Capital**

SCC's demonstration of sufficient capital available to use, as well as the source of that capital, and verification of the same are both trade secrets, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2) & (3), Code of Alabama 1975 (as amended). The capitalization of the Company is obviously financial information[9], and the Company keeps such information highly confidential, both by limiting knowledge to senior management and through nondisclosure agreements, to ensure both the privacy of its investors and that its competitors are unaware of the depth of its resources. Disclosure would harm the economic advantage of the Company, in that competitors might be incentivized to pursue alternative or additional financing strategies upon realization that they lack comparable resources. Alternatively, a competitor with superior capitalization might be able to

undersell versus the Company if it believes that the Company has weak enough capitalization not to survive such extended competition. The Company protects the secrecy of this information by limiting knowledge on a need-to-know basis and protecting the same with confidentiality agreements. Additionally, the release of personal information related to SCC's ability to raise capital should be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of persons" (i.e., the sources of our capital).[10] Allowing this information to be released could provide corrupt individuals with the means to endanger the safety of our sources of capital.

**Exhibit 8 – Minimum Operating Capital Requirement**

Proof that SCC has the financial ability to maintain operations for not less than two years following the date the application is accepted is both a trade secret, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2) & (3), Code of Alabama 1975 (as amended). The operating capitalization of the Company is obviously financial information, and the Company keeps such information highly confidential, both by limiting knowledge to senior management and through nondisclosure agreements, to ensure both the privacy of its investors and that its competitors are unaware of the depth of our resources.[11] Disclosure would harm the economic advantage of the Company, in that competitors might be incentivized to pursue alternative or additional financing strategies upon realization that they lack comparable resources. Alternatively, a competitor with superior capitalization might be able to undersell versus the Company if it believes that the Company has weak enough capitalization not to survive such extended competition. The Company protects the secrecy of this information by limiting knowledge on a need-to-know basis and protecting the same with confidentiality agreements. Additionally, the release of personal information related to SCC's ability to maintain operating capital for not less than the first two years should be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of persons" (i.e., the sources of our capital).[12] Disclosure of this information could provide degenerate schemers with the means to endanger the safety of our sources of capital.

**Exhibit 9 – Financial Statements**

SCC's current financial statements (including, but not limited to, our balance sheet report, profit and loss report, and statement of cash flow, and pro forma) are both trade secrets, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2) & (3), Code of Alabama 1975 (as amended). This information has significant economic value, is not publicly known, and cannot be readily ascertained or derived from publicly available information.[13] The Company protects the secrecy of this information by limiting knowledge on a need-to-know basis and protecting the same with confidentiality agreements. If this information were disclosed, SCC's competitors would be able to infer details regarding the financial status of the company, including pricing information and methodology,[14] which would allow those competitors to design business and operational plans attempting to take advantage of this fact.

**Exhibit 10 – Tax Plan**

SCC's tax plan is both a trade secret, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2) & (3), Code of Alabama 1975 (as amended). This section contains a detailed tax plan which allows the company to operate in a streamlined and efficient manner. This information has significant economic value, is not publicly known, and cannot be readily ascertained or derived from publicly available information.[15] The Company protects the secrecy of this information by limiting knowledge on a need-to-know basis and protecting the same with confidentiality agreements.

**<u>Part III – Business/Management Approach</u>**

**Exhibit 11 – Business Formation Documents**

SCC's Formation Documents (excluding our Certificate of Formation, which can be found on the Alabama Secretary of State's website) are both trade secrets, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2), Code of Alabama 1975 (as amended). Our formation documents are "company provided . . . documents, . . . and forms" that contain financial and investment information, management plans, business strategy, techniques, internal methodologies; processes and procedures, and other confidential information, that if released could harm SCC.[16] If this information were disclosed, SCC's competitors would be able to infer details

regarding the operations of the company, which would allow those competitors to design business and operational plans attempting to take advantage of this fact. The Company protects the secrecy of this information by limiting knowledge on a need-to-know basis and protecting the same with confidentiality agreements.

**Exhibit 12 – Business License and Authorization of Local Authorities**

SCC's Business License and Authorization from Local Authorities are both trade secrets, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2) & (3), Code of Alabama 1975 (as amended). The Company derives economic benefit from the secrecy of this information. If this information were disclosed, SCC's competitors would be able to infer details regarding SCC's proposed facility location, which would allow those competitors to design business and operational plans attempting to take advantage of this fact. The Company protects the secrecy of this information by limiting knowledge on a need-to-know basis and protecting the same with confidentiality agreements. Additionally, the release of this personal information should be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of persons, structures, [and] facilities" of SCC.[17] The disclosure of this information could not only compromise the location of the Company's proposed facilities, but also the safety of individuals representing local licensing authorities.

**Exhibit 13 – Business Plan**

SCC's business plan is both a trade secret, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2)-(4), Code of Alabama 1975 (as amended). This information contains significant operational information that is not publicly known and cannot be readily ascertained or derived from publicly available information.[18] In addition to internal operational information, this Exhibit contains personally identifiable information as to the owners and principals of SCC. If this information were disclosed, SCC's competitors would have a clear understanding of SCC's business structure, goals, organizational chart, job descriptions, executive summary, our projected services, advertising/marketing strategies, community engagement plan, environmental impact statement, and insurance plan, which would severely disadvantage SCC.[19] Access to this information would allow those competitors to design business and

operational plans based on our work and best-in-class operational standards. The Company's business plan and the secrecy of the same are both of great importance to the Company's competitive edge and economic advantage. A business plan does nothing but outline a company's approach to marketplace success. The Company's economic benefit from the secrecy of this plan is twofold: first, the Company's business plan is of sufficiently high quality that it benefits from competitors not being able simply to copy it; second, knowledge of the Company's business plan could enable competitors to adopt their own plans deliberately targeting and undermining the Company. As a result, the Company protects the secrecy of this information by limiting knowledge on a need-to-know basis and protecting the same with confidentiality agreements. Additionally, the release of SCC's Business Plan, and the personal and professional information contained therein, should be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of [our Owners and principals]."[20] Allowing this information to be released could provide nefarious persons with the means to endanger the safety of our Owners and principals.

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

SCC's contracts, contingent contracts, memoranda of understanding between ourselves and other licensees and prospective licensees are both trade secrets, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2)-(4), Code of Alabama 1975 (as amended). SCC prides itself on its ability to cultivate relationships with other licensees. Access to this information would provide our competitors with a view of our "business strategy" and "commercial relationships"[21], without the work that goes into seeking out and engaging other licensees and prospective licensees. As such, the Company derives economic benefit from the secrecy of these relationships. The Company protects the secrecy of this information by limiting knowledge on a need-to-know basis and protecting the same with confidentiality agreements, as well as customary confidentiality clauses in all agreements with other licensees. Additionally, the personal and professional information contained in this Exhibit 14 should be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of persons, structures, [and] facilities."[22] The disclosure of these

relationships could provide criminals with the means not only to compromise the safety and security of our Company, but also that of those with whom we seek to develop relationships.

**Exhibit 15 – Coordination of Information from Registered Certifying Physicians**

SCC's plan for receiving and coordinating information and certification from registered certifying physicians is both a trade secret, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2)-(4), Code of Alabama 1975 (as amended). The manner in which SCC develops relationships with Registered Certifying Physicians is an internal process that we have developed, and it is not publicly known or readily ascertainable from public information.[23] SCC has invested considerable time and effort to produce a business strategy plan[24] for receiving and coordinating information and certification with Registered Certifying Physicians. The Company derives significant economic value from the secrecy of this plan - from the fact that our competitors, lacking plans of comparable quality, will be less able to handle this process in a timely and efficient manner allowing SCC to capture a greater share of the market. The Company protects the secrecy of this information by limiting knowledge on a need-to-know basis and protecting the same with confidentiality agreements. Additionally, the personal and professional information contained in this Exhibit 15 should be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of persons, structures, [and] facilities."[25] The disclosure of this information could comprise the safety and security of Certifying Physicians and the Company.

**Exhibit 16 – Point-of-Sale Responsibilities**

SCC's plan for its point-of-sale education, consultation, provisions for information, response to patient and caregiver questions, and instructions for use regarding all medical cannabis products are both trade secrets, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2)-(4), Code of Alabama 1975 (as amended). This information is proprietary in nature and includes information related to the Company's internal processes and procedures, software, and commercial relationships with point-of-sale operators.[26] The Company derives substantial economic value from the secrecy of this plan, from the fact that our competitors, lacking

plans of comparable quality, will be less able to handle this process in a timely and efficient manner allowing SCC to capture a greater share of the market. The Company protects the secrecy of this information by limiting knowledge on a need-to-know basis and protecting the same with confidentiality agreements. Additionally, the information contained in this Exhibit 16 should be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of [our] facilities."[27] Disclosure of this information could provide malicious persons with information helpful in breaching our point-of-sale software.

**Exhibit 17 – Confidentiality of Patient Information**

SCC's plan for maintaining confidential information and providing cybersecurity for sensitive information with respect to patients and caregivers, including protocols for maintaining the confidentiality of patient information in accordance with HIPAA is both a trade secret, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2)-(4)(a), Code of Alabama 1975 (as amended). This information is proprietary in nature and includes information related to SCC's internal processes and procedures, company software, and commercial relationships with IT professionals.[28] The Company derives economic value from the secrecy of this plan, from the fact that our competitors, lacking plans of comparable quality, will be less able to handle this process in a timely and efficient manner allowing SCC to capture a greater share of the market. The Company protects the secrecy of this information by limiting knowledge on a need-to-know basis and protecting the same with confidentiality agreements. Additionally, the information contained in this Exhibit 17 should be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of persons (including patients of our proposed facility), structures, [and] facilities."[29] Disclosure of this plan could not only harm the Company but could compromise the safety and security of those with whom we seek to develop relationships.

**Exhibit 18 – Money Handling and Taxes**

SCC's detailed plan for handling money and allocating and remitting taxes is both a trade secret, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2)-(4)(a), Code of Alabama 1975 (as

amended). This information is proprietary in nature and includes information related to SCC's internal processes and procedures, company software, and commercial relationships with banks and other financial institutions and accounting professionals.[30] The Company derives economic value from the secrecy of this plan, from the fact that our competitors, lacking plans of comparable quality, will be less able to handle this process in a timely and efficient manner allowing SCC to capture a greater share of the market. The Company protects the secrecy of this information by limiting knowledge on a need-to-know basis and protecting the same with confidentiality agreements. Additionally, the information contained in this Exhibit 18 should be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of persons, structures, facilities, [and] other infrastructures."[31] Disclosure of this plan could not only harm the Company but could also compromise the safety and security of those financial professionals with whom we seek to develop relationships.

**Part IV. – Operations Plans & Procedures**

**Exhibit 19 – Standard Operating Plan and Procedures**

SCC's verified Standard Operating Plan and Procedures, including its comprehensive IT plan; maintenance storage of medical cannabis plan; Quality Control/Quality Assurance Plan; Contamination and Recall Plan; Criminal Activity Plan; Emergency Procedures/Disaster Plan; Alcohol, Smoke, and Drug Free Workplace Plan; Employee Safety Plan; Confidential Information and Cybersecurity Plan; Tracking and Proper Disposal of Cannabis Waste Plan; and Security Plan are all trade secrets, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2)-(4)(a), Code of Alabama 1975 (as amended). This information is proprietary in nature and includes information related to SCC's internal processes and procedures, company software, security policies, and commercial relationships with third-party professionals.[32] The Company derives economic value from the secrecy of this plan, from the fact that our competitors, lacking plans of comparable quality, will be less able to handle this process in a timely and efficient manner allowing SCC to capture a greater share of the market. Our standard operating procedures are peerless within the industry and will enable the Company to regulate its operations far better than its competitors. The Company protects the secrecy of this information by limiting knowledge on a need-to-know

basis and protecting the same with confidentiality agreements. Additionally, disclosure of this plan could not only compromise the safety and security of the Company but also that of those with whom we seek to develop relationships. As such, the information contained in this Exhibit 19 should be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of persons, structures, facilities, [and] other infrastructures."[33] Allowing this information to be released could provide bad actors with a roadmap for how to circumvent our various physical and cybersecurity systems protecting our business and facilities.

**Exhibit 20 – Policies and Procedures Manual**

The verified copy of SCC's proposed Policies and Procedures Manual is a trade secret, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2)-(4)(a), Code of Alabama 1975 (as amended). This information is proprietary in nature and includes information related to SCC's internal processes and procedures, company software, security policies, and commercial relationships with third-party professionals.[34] The Company derives substantial economic value from the secrecy of this plan, from the fact that our competitors, lacking plans of comparable quality, will be less able to handle this process in a timely and efficient manner allowing SCC to capture a greater share of the market. The Company protects the secrecy of this information by limiting knowledge on a need-to-know basis and protecting the same with confidentiality agreements. Additionally, the information contained in this Exhibit 20 should be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of persons, structures, facilities, [and] other infrastructures."[35] Allowing this information to be released could provide evildoers with a roadmap for how to circumvent our various physical and cybersecurity systems protecting our business and facilities.

**Exhibit 21 – Production and Manufacturing Process**

The type of medical cannabis that SCC will produce, the manufacturing process and methods to be utilized to produce each product, blueprints showing particular phases or departments of integrated production, the facility and personnel safety plans, and the detailed list of formulae and ingredients for each medical cannabis product are trade secrets, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information

with a protectible interest, per § 8-1-191(a)(2)-(4)(a), Code of Alabama 1975 (as amended). This information is proprietary in nature and includes information related to SCC's internal processes and procedures, company software, security policies, and commercial relationships with third-party professionals.[36] This information is central to marketplace competition, and the Company benefits by its competitors not knowing what strains it will offer and the process and procedures related to offering such products – otherwise, competitors of the Company could ensure that they offer, at a minimum, the same selection of medical cannabis strains and varieties to limit the Company's ability to offer unique products in Alabama. The Company protects the secrecy of this information by limiting knowledge on a need-to-know basis and protecting the same with confidentiality agreements. Finally, the information contained in this Exhibit 21 should be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of persons, structures, facilities, [and] other infrastructures."[37] Disclosure of this information would facilitate circumventing our various physical and cybersecurity systems protecting our business and facilities.

**Exhibit 22 – Machinery and Equipment**

SCC's sales contracts, receipts, lease agreements, operation manuals, and other documentation related to our possession of machinery and equipment to be used in the cultivation and processing facilities are trade secrets, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2), Code of Alabama 1975 (as amended). The machinery and equipment to be utilized by the Company was chosen after careful deliberation, market research, and discussion with experienced individuals. The decision of what equipment to use is very impactful on the efficiency and effectiveness of the Company's operations, which gives the Company a marketplace advantage: the Company derives substantial economic value from the fact that its competitors are unable to replicate its approach without, at a minimum, investing comparable time, money, and effort on equipment selection. This information is protected by nondisclosure agreements both within the Company and externally. Additionally, this information includes financial and investment information, business strategies and techniques, manuals treated as confidential by SCC, and commercial relationships with equipment venders.[38] Finally, the information contained in this Exhibit

22 should be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of structures, facilities, [and] other infrastructures."[39] Allowing this information to be released could provide the criminally minded with a detailed list of valuable machinery and equipment inside our facilities.

**Exhibit 23 – Receiving and Shipping Plan**

SCC's receiving and shipping plan, which includes, at a minimum, plans for receiving, storing, and dispensing prepared, packaged, and labeled batches of medical cannabis; ensuring that incoming medical cannabis is accompanied by the Secure Transporter's manifest and other appropriate documentation; information that will be included in the QR code; Secure Transport receipt of cannabis; plans for receiving and shipping cannabis to or from another licensee's facility; and outgoing medical cannabis testing are all trade secrets, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2)-(4)(a), Code of Alabama 1975 (as amended). This information is proprietary in nature and includes information related to SCC's internal processes and procedures, company software, security policies, and commercial relationships with third-party professionals.[40] The Company derives substantial economic value from the secrecy of this plan, from the fact that our competitors, lacking plans of comparable quality, will be less able to handle this process in a timely and efficient manner allowing SCC to capture a greater share of the market. The Company protects the secrecy of this information by limiting knowledge on a need-to-know basis and protecting the same with confidentiality agreements. Additionally, the information contained in this Exhibit 23 should be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of persons, structures, facilities, [and] other infrastructures."[41] Allowing this information to be released could provide those with malicious intentions with a road map for when and where we plan to receive and ship our inventory.

**Exhibit 24 – Secure Transport Vehicles**

Title(s), lease(s), and other documents, demonstrating a possessory interest in all vehicles to be used by SCC, along with declaration pages of vehicle insurance policies, license plate and DOT numbers are all trade secrets, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2)-

(4)(a), Code of Alabama 1975 (as amended). These documents contain information on SCC's commercial relationships with insurance brokers and vehicle sales/leasing companies.[42] The vehicles to be utilized by SCC, and the insurance coverage for those vehicles, were chosen after careful deliberation, market research, and discussion with experienced individuals. The decision of what vehicles and insurance coverage to use is very impactful on the efficiency and effectiveness of the Company's operations, which gives the Company a marketplace advantage: the Company derives substantial economic value from the fact that our competitors are unable to replicate our approach without, at a minimum, investing comparable time, money and effort on equipment selection. Finally, disclosure of the title, registration, license plate and DOT numbers, and the insurance company information should be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of persons, structures, facilities, [and] other infrastructures."[43] Allowing this information to be released could provide the criminal element with a way to track our vehicles and risks the safety of personnel.

**Exhibit 25 – Compliance with Alabama Public Service Commission Requirements**

Verification of SCC's compliance with Alabama Public Service Commission requirements for motor carriers is not itself a protectable interest. However, the information contained therein includes confidential information with a protectible interest, per § 8-1-191(a)(2), Code of Alabama 1975 (as amended). The personal information contained in the form, along with specifics about the vehicles, and their registration, should be protected from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of persons, structures, facilities, [and] other infrastructures."[44] Allowing this information to be released could provide villainous entities with a way to track our vehicles and locate the persons and entities disclosed in the forms.

**Exhibit 26 – Commercial Driver's License**

Documentation demonstrating that SCC's proposed drivers are properly trained and licensed to operate commercial vehicles is both a trade secret, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2), Code of Alabama 1975 (as amended). The use of commercial drivers is a business strategy, technique, methodology, process, and procedure that qualifies as a

protectable interest.[45] Keeping this information confidential provides SCC with a competitive advantage over other potential operators. Should this information be disclosed, other operators may look to copy our strategy, without spending the time and resources necessary to make such an informed strategy. The Company protects the secrecy of this information by limiting knowledge on a need-to-know basis and protecting the same with confidentiality agreements. Additionally, the personal information contained in this Exhibit 26, should be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of persons."[46] Allowing this information to be released could provide delinquents with the identities and personal information of our commercial drivers.

**Exhibit 27 – Fleet Summary**

The Fleet Summary, showing the make, model, VIN Number, license plate number, and specifications of all SCC vehicles proposed for the secure transport of cannabis or medical cannabis is a trade secret, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2), Code of Alabama 1975 (as amended). The Fleet Summary contains confidential information of SCC's fleet of vehicles, including registration documents used in the business that are treated as trade secrets.[47] The vehicles to be utilized by SCC were chosen after careful deliberation, market research, and discussion with experienced individuals. The decision of what vehicles to use is very impactful on the efficiency and effectiveness of the Company's operations, which gives the Company a marketplace advantage: the Company derives substantial economic value from the fact that its competitors are unable to replicate its approach without, at a minimum, investing comparable time, money, and effort on vehicle selection. Finally, disclosure of the make, model, VIN Number, license plate, and vehicle specifications should be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of persons, structures, facilities, [and] other infrastructures."[48] Disclosure of this information would provide lawbreakers with a way to easily locate and track our vehicles.

**Exhibit 28 – Care and Maintenance of Vehicles**

SCC's protocols for the care and maintenance of all vehicles proposed for secure transport of cannabis or medical cannabis are all trade secrets, per § 8-27-2(1), Code of Alabama

1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2), Code of Alabama 1975 (as amended). Disclosure of the care and maintenance of our vehicles includes confidential information of SCC's processes and procedures for maintaining its fleet of vehicles.[49] The vehicles to be utilized by SCC were chosen after careful deliberation, market research, and discussion with experienced individuals. The decision of what vehicles to use is very impactful on the efficiency and effectiveness of the Company's operations, which gives the Company a marketplace advantage: the Company derives substantial economic value from the fact that its competitors are unable to replicate its approach without, at a minimum, investing comparable time, money, and effort on vehicle selection. Finally, the release of this information should be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of persons, structures, facilities, [and] other infrastructures."[50] Allowing this information to be released could provide wrongdoers with a way to easily locate and track our vehicles.

**Exhibit 29 – Route Plans**

Proposed or actual route plans for all of SCC's proposed secure transport vehicles are both trade secrets, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2)-(4), Code of Alabama 1975 (as amended). Our confidential route plans include customer data and information, management plans, business strategies, techniques, methodologies, processes and procedures, information on potential commercial relationships, and good will associated with a specific marketing and trade area.[51] The Company derives substantial economic value from the secrecy of these plans, from the fact that our competitors, lacking plans of comparable quality, will be less able to handle this process in a timely and efficient manner allowing SCC to capture a greater share of the market. The Company protects the secrecy of this information by limiting knowledge on a need-to-know basis and protecting the same with confidentiality agreements. As such, the route plans contained in this Exhibit 29 should be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of persons, structures, facilities, [and] other infrastructures."[52] This information, if released, would raise substantial security concerns for our drivers, vehicles, and inventory.

**Exhibit 30 – Plan for Segregation of Process Within and Transportation Between Facilities**

SCC's plan for keeping strictly separated all aspects of production is both a trade secret, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2), Code of Alabama 1975 (as amended). The segregation plans described in this exhibit are detailed processes which are only known to particular individuals within the Company, as well as being protected by nondisclosure agreements.[53] These processes required significant time and effort for the Company to establish, in addition to expertise that not all competitors of the Company will have. Secrecy ensures that the Company's competitors would need, at a minimum, to invest the same time and effort to establish comparable processes if they were even able to do so at all. Finally, the information contained in our Plan for Segregation and Transport between Facilities contained in this Exhibit 30 should be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of persons, structures, facilities, [and] other infrastructures."[54] Allowing this information to be released would provide individuals with criminal intentions with the means to intercept our commercial drivers when traveling between facilities.

**<u>Part V. – Facility Suitability & Infrastructure</u>**

**Exhibit 31 – Facilities**

Information related to SCC's proposed facility, including the name and type of facility; its address; photographs; authorization to occupy; zoning approval; blueprints and floorplans; timetable for completion and commencement of operations; public availability of facility; and hours of operations are all trade secrets, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2)-(4)(a), Code of Alabama 1975 (as amended). This information is proprietary in nature and includes information related to SCC's internal processes and procedures, company software, security policies, and commercial relationships with third-party professionals.[55] The Company derives substantial economic value from the secrecy of this plan, from the fact that our competitors, lacking plans of comparable quality, will be less able to handle this process in a timely and efficient manner allowing SCC to capture a greater share of the market. The Company protects the secrecy of this information by limiting knowledge on a

need-to-know basis and protecting the same with confidentiality agreements. Additionally, the facility and infrastructure information contained in this Exhibit 31 should be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of persons, structures, facilities, [and] other infrastructures."[56] Allowing this information to be released could provide burglars with a roadmap for where and how to enter our facilities.

**Exhibit 32 – Engineering Plans and Specifications (Cultivation Facilities)**

SCC's Engineering Plans and Specifications for each cultivation facility are both trade secrets, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2)-(4)(a), Code of Alabama 1975 (as amended). This information is proprietary in nature and includes information related to SCC's internal processes and procedures, security policies, and commercial relationships with third-party professionals.[57] The Company derives substantial economic value from the secrecy of these plans and specifications, from the fact that our competitors, lacking plans and specifications of comparable quality, will be less able to handle this process in a timely and efficient manner allowing SCC to capture a greater share of the market. The Company protects the secrecy of this information by limiting knowledge on a need-to-know basis and protecting the same with confidentiality agreements. Additionally, the information contained in this Exhibit 32, including security specifications and facility lay-outs, should be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of persons, structures, facilities, [and] other infrastructures." The disclosure of our engineering plans and specifications includes security information that if released, would severely undermine the security of our operations.[58]

**<u>Part VI. – Security Plan</u>**

**Exhibit 33 – Security Plan**

SCC's Security Plan is both a trade secret, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2)-(4)(a), Code of Alabama 1975 (as amended). This information is proprietary in nature and includes information related to SCC's internal processes and procedures, company software, security policies, and commercial relationships with third-party professionals.[59]

The Company derives substantial economic value from the secrecy of this plan, from the fact that our competitors, lacking plans of comparable quality, will be less able to handle this process in a timely and efficient manner allowing SCC to capture a greater share of the market. The Company protects the secrecy of this information by limiting knowledge on a need-to-know basis and protecting the same with confidentiality agreements. Additionally, the security information contained in this Exhibit 33 should be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of persons, structures, facilities, [and] other infrastructures."[60] The disclosure of our security information would severely undermine the secure operations that we pride ourselves on maintaining.[61]

**Part VII. – Personnel**

**Exhibit 34 – Personnel**

The roster of all personnel (all leaders and employees affiliated with SCC) is confidential information with a protectible interest, per § 8-1-191(a)(2), Code of Alabama 1975 (as amended). The names, street addresses, contact telephone numbers, email addresses and social security numbers are all confidential information that if made public, could endanger the security or safety of our employees.[62] The identities of the Company's employees and contractors are highly guarded trade secrets protected by nondisclosure agreements. Especially if the Company wins a license, the Company's employees and contractors could be identified by its competitors and poached, allowing the Company's competitors to secure superior personnel at little or no cost. The Company protects the secrecy of this information by limiting knowledge on a need-to-know basis and protecting the same with confidentiality agreements. As such, the Company derives actual independent economic value from the fact that this information is not known to or readily ascertainable by its competitors. Additionally, the personal information contained in this Exhibit 34 should be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of persons (i.e., our personnel)."[63] Allowing this information to be released could provide degenerate schemers with the means to endanger the safety of the leaders and employees affiliated with SCC.

**Exhibit 35 – Business Leadership Credentials**

The business credentials of SCC's leadership team are both a trade secret, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2), Code of Alabama 1975 (as amended). The background information on its leadership team, including their education, experience, and other credentials that make them highly qualified to lead our proposed operations, is intended for use in our business, includes imbedded methodologies into our hiring focus and process, is not publicly known and cannot be readily ascertained easily, is a subject of protection within SCC, and has inherent significant value.[64] We have vetted our company leaders and spent resources gathering this information into a single curriculum vitae for the business. Making this information public would provide our competitors with an unfair advantage and potentially expose our leadership team to security and safety threats. The Company protects the secrecy of this information by limiting knowledge on a need-to-know basis and protecting the same with confidentiality agreements. Additionally, the personal information contained in this Exhibit 35 should be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of persons (i.e., our leadership team)."[65] Allowing this information to be released could provide the criminally minded with the means to endanger the safety of our leaders.

**Exhibit 36 – Employee Handbook**

The employee handbook for SCC is both a trade secret, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2), Code of Alabama 1975 (as amended). The confidential information included within our handbook includes pricing methodologies, compensations, financial information, management and marketing plans, business strategies, techniques, manuals, forms, and other processes, procedures, and unique training that we have spent considerable time and money developing.[66] Making this information public would provide our competitors with an unfair advantage, allowing less prepared operators to steal our handbook, eliminating our competitive advantage within the marketplace. The Company protects the secrecy of this information by limiting knowledge on a need-to-know basis and protecting the same with confidentiality agreements.

**Exhibit 37 – Secure Transport Drivers**

The driver's license number, social security number, age verification, and driving history of SCC's drivers are confidential information with a protectible interest, per § 8-1-191(a)(2), Code of Alabama 1975 (as amended). Additionally, Commercial relationships with our Transport Drivers is a trade secret, per § 8-27-2(1), Code of Alabama 1975 (as amended) and a protectable interest.[67] We have spent time and money vetting our Transport Drivers and gathering this information into a single exhibit. The Company protects the secrecy of this information by limiting knowledge on a need-to-know basis and protecting the same with confidentiality agreements. Additionally, the personal information contained in this Exhibit 37 should be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of persons (i.e., our Transport Drivers)."[68] Making this information public could expose our Transport Drivers to security and safety threats.

**Exhibit 38 – Driver's Manual**

SCC's Driver's Manual detailing qualifications, standards, and procedures to be met and followed by our drivers and prospective drivers is both a trade secret, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2), Code of Alabama 1975 (as amended). Creating our Driver's Manual required considerable time, effort, money, and expertise to produce, including consultation with legal counsel and safety/security experts. The Company derives actual independent economic value from the fact that our competitors are unaware of the details of this manual and unable to obtain it: it enables the Company to more effectively train our drivers on safety and security policies and procedures than our competitors, granting the Company a level of efficiency, as well as a level of vehicle safety and security, which will make it better able to compete in the marketplace. While this training plan will be available to all drivers of the Company, it is protected by nondisclosure agreements internally and externally. Additionally, the information contained in this Exhibit 38 should be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of persons (i.e., our Transport Drivers)."[69] Allowing this information to be disclosed could provide bad actors with the means to circumvent our safety and security policies and procedures.

## Part VIII. – Quality Control & Testing

### Exhibit 39 – Quality Control and Quality Assurance Plan

SCC's quality control and quality assurance plan is both a trade secret, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2), Code of Alabama 1975 (as amended). The steps we will take in the dispensing process, our plan for performing quality control and testing of qualified sampling of medical cannabis, and our plan for return and remediation or destruction of any failed test samples, involves our business strategy, techniques, and methodology for conducting those operations.[70] The Company derives economic value from the secrecy of these plans and procedures, from the fact that our competitors, lacking plans and procedures of comparable quality, will be less able to handle this process in a timely and efficient manner allowing SCC to capture a greater share of the market. The Company protects the secrecy of this information by limiting knowledge on a need-to-know basis and protecting the same with confidentiality agreements. Additionally, the information contained in this Exhibit 39 should be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of persons, structures, [and] facilities."[71] Disclosure of this plan could not only harm the Company but could also compromise the safety and security of our employees by providing those with malicious intent with detailed knowledge of our business operations.

### Exhibit 40 – Contamination and Recall Plan

SCC's contamination and recall plan is both a trade secret, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2), Code of Alabama 1975 (as amended). The steps we will take in the event one or more of the products offered for sale at our dispensing site, including any lots or batches thereof, is determined to require recall, involves our business strategy, techniques, and methodology for conducting a recall.[72] The Company derives substantial economic value from the secrecy of these plans and procedures, from the fact that our competitors, lacking plans and procedures of comparable quality, will be less able to handle this process in a timely and efficient manner allowing SCC to capture a greater share of the market. The Company protects the secrecy of this information by limiting knowledge on a need-to-know basis and protecting the same with confidentiality agreements. Additionally, the

information contained in this Exhibit 40 should be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of structures, [and] facilities."[73] Disclosure of this plan could not only harm the Company but could also compromise the safety and security of our employees by providing corrupt individuals with detailed knowledge of our business operations.

**Part IX – Marketing & Advertising**

**Exhibit 41 – Marketing and Advertising Plan**

SCC's marketing and advertising plan is both a trade secret, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2)-(4)(a), Code of Alabama 1975 (as amended). The information contained in this plan includes pricing information and methodologies, potential customer data and information, marketing plans, business strategies and techniques, and commercial relationships.[74] The Company derives substantial economic value from the secrecy of these plans and procedures, from the fact that our competitors, lacking plans and procedures of comparable quality, will be less able to handle this process in a timely and efficient manner allowing SCC to capture a greater share of the market. The Company protects the secrecy of this information by limiting knowledge on a need-to-know basis and protecting the same with confidentiality agreements. Additionally, the information contained in this Exhibit 41 should be excluded from disclosure under the Open Records Act since disclosure would have "an impact upon, the security and safety of persons (i.e., customers and third parties)."[75] Disclosure of this plan could not only compromise our operational edge but also the security and safety of customers and third parties with whom we plan to develop relationships.

**Exhibit 42 – Website and Social Media**

Providing a complete site map of each website, social media page, and other online sites owned and operated by SCC is both a trade secret, per § 8-27-2(1), Code of Alabama 1975 (as amended) and confidential information with a protectible interest, per § 8-1-191(a)(2), Code of Alabama 1975 (as amended). Such confidentiality and trade secret protection will last until we are issued a license and these webpages and social media platforms go live. Until that time, our internal media strategy is confidential information involving our business and marketing strategies.[76] The Company derives economic value from the

secrecy of these strategies, from the fact that our competitors, lacking strategies of comparable quality, will be less able to handle this process in a timely and efficient manner allowing SCC to capture a greater share of the market. Until these strategies become public, the Company does, and will, protect the secrecy of this information by limiting knowledge on a need-to-know basis and protecting the same with confidentiality agreements.

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[1] § 36-12-40, Code of Alabama 1975 (as amended).
[2] § 36-12-40, Code of Alabama 1975 (as amended).
[3] § 36-12-40, Code of Alabama 1975 (as amended).
[4] § 36-12-40, Code of Alabama 1975 (as amended).
[5] § 8-1-191(a)(3) Code of Alabama 1975 (as amended).
[6] § 36-12-40, Code of Alabama 1975 (as amended).
[7] § 8-1-191(a)(2)-(3), Code of Alabama 1975 (as amended).
[8] § 36-12-40, Code of Alabama 1975 (as amended).
[9] § 8-1-191(a)(2)-(3), Code of Alabama 1975 (as amended).
[10] § 36-12-40, Code of Alabama 1975 (as amended).
[11] § 8-1-191(a)(2)-(3), Code of Alabama 1975 (as amended).
[12] § 36-12-40, Code of Alabama 1975 (as amended).
[13] § 8-27-2(1)(c), (d), (f), Code of Alabama 1975 (as amended).
[14] § 8-1-191(a)(2), Code of Alabama 1975 (as amended).
[15] § 8-27-2(1)(c), (d), (f), Code of Alabama 1975 (as amended).
[16] § 8-1-191(a)(2), Code of Alabama 1975 (as amended).
[17] § 36-12-40, Code of Alabama 1975 (as amended).
[18] § 8-27-2(1)(c), (d), (f), Code of Alabama 1975 (as amended).
[19] § 8-1-191(a)(2), Code of Alabama 1975 (as amended).
[20] § 36-12-40, Code of Alabama 1975 (as amended).
[21] § 8-1-191(a)(2)-(3), Code of Alabama 1975 (as amended).
[22] § 36-12-40, Code of Alabama 1975 (as amended).
[23] § 8-27-2(1)(a), (b), (c), (d), Code of Alabama 1975 (as amended).
[24] § 8-1-191(a)(2)-(3), Code of Alabama 1975 (as amended).
[25] § 36-12-40, Code of Alabama 1975 (as amended).
[26] § 8-1-191(a)(2)-(3), Code of Alabama 1975 (as amended).
[27] § 36-12-40, Code of Alabama 1975 (as amended).
[28] § 8-1-191(a)(2)-(3), Code of Alabama 1975 (as amended).
[29] § 36-12-40, Code of Alabama 1975 (as amended).
[30] § 8-1-191(a)(2)-(3), Code of Alabama 1975 (as amended).
[31] § 36-12-40, Code of Alabama 1975 (as amended).
[32] § 8-1-191(a)(2)-(3), Code of Alabama 1975 (as amended).
[33] § 36-12-40, Code of Alabama 1975 (as amended).
[34] § 8-1-191(a)(2)-(3), Code of Alabama 1975 (as amended).
[35] § 36-12-40, Code of Alabama 1975 (as amended).
[36] § 8-1-191(a)(2)-(3), Code of Alabama 1975 (as amended).
[37] § 36-12-40, Code of Alabama 1975 (as amended).
[38] § 8-1-191(a)(2)-(3), Code of Alabama 1975 (as amended).
[39] § 36-12-40, Code of Alabama 1975 (as amended).
[40] § 8-1-191(a)(2)-(3), Code of Alabama 1975 (as amended).
[41] § 36-12-40, Code of Alabama 1975 (as amended).
[42] § 8-1-191(a)(3), Code of Alabama 1975 (as amended).
[43] § 36-12-40, Code of Alabama 1975 (as amended).

[44] § 36-12-40, Code of Alabama 1975 (as amended).
[45] § 8-1-191(a)(2), Code of Alabama 1975 (as amended).
[46] § 36-12-40, Code of Alabama 1975 (as amended).
[47] § 8-1-191(a)(1), Code of Alabama 1975 (as amended).
[48] § 36-12-40, Code of Alabama 1975 (as amended).
[49] § 8-1-191(a)(2), Code of Alabama 1975 (as amended).
[50] § 36-12-40, Code of Alabama 1975 (as amended).
[51] § 8-1-191(a)(2)-(4), Code of Alabama 1975 (as amended).
[52] § 36-12-40, Code of Alabama 1975 (as amended).
[53] § 8-1-191(a)(2), Code of Alabama 1975 (as amended).
[54] § 36-12-40, Code of Alabama 1975 (as amended).
[55] § 8-1-191(a)(2)-(3), Code of Alabama 1975 (as amended).
[56] § 36-12-40, Code of Alabama 1975 (as amended).
[57] § 8-1-191(a)(2)-(3), Code of Alabama 1975 (as amended).
[58] § 36-12-40, Code of Alabama 1975 (as amended).
[59] § 8-1-191(a)(2)-(3), Code of Alabama 1975 (as amended).
[60] § 36-12-40, Code of Alabama 1975 (as amended).
[61] § 36-12-40, Code of Alabama 1975 (as amended).
[62] § 36-12-40, Code of Alabama 1975 (as amended).
[63] § 36-12-40, Code of Alabama 1975 (as amended).
[64] § 8-27-2(a), (b), (c), (d), Code of Alabama 1975 (as amended).
[65] § 36-12-40, Code of Alabama 1975 (as amended).
[66] § 8-1-191(a)(2), (4), Code of Alabama 1975 (as amended).
[67] § 8-1-191(a)(1) Code of Alabama 1975 (as amended).
[68] § 36-12-40, Code of Alabama 1975 (as amended).
[69] § 36-12-40, Code of Alabama 1975 (as amended).
[70] § 8-1-191(a)(2) Code of Alabama 1975 (as amended).
[71] § 36-12-40, Code of Alabama 1975 (as amended).
[72] § 8-1-191(a)(2) Code of Alabama 1975 (as amended).
[73] § 36-12-40, Code of Alabama 1975 (as amended).
[74] § 8-1-191(a)(2)(3) Code of Alabama 1975 (as amended).
[75] § 36-12-40, Code of Alabama 1975 (as amended).
[76] § 8-1-191(a)(2) Code of Alabama 1975 (as amended).

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Review

**Selected Account:South East Cannabis Company**
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## Request for Business Application Information

**Request Number:** [redacted]

## General Applicant Information

**Applicant Name** : [redacted]

**Applying as:** [redacted]

**Trade Name (DBAs)** :

**Identification Number Type** : [redacted]

**Federal Tax Identification Number** : [redacted]

**Business Entity Name** : [redacted]

**Business Entity Type** : [redacted]

**Secretary of State Entity ID Number** : [redacted]

**Federal Business Code No** : [redacted]

**Date of Qualification, Organization or Incorporation** : [redacted]

## Applicant Street Address

**Street:** [redacted]

**Unit No / Apt No** :

**City:** [redacted]

**County:** [redacted]

**State:** [redacted]

**Zip Code:** [redacted]

✔ **Address Verified?:** Yes

## Applicant Mailing Address

✔ **Street:** [redacted]

**Unit No / Apt : No**

✔ **City:** [redacted]

✔ **State:** [redacted]

✔ **Zip Code:** [redacted]

✔ **Address Verified?:** Yes

**Applicant Website :**

✔ **Applicant Email Address :** [redacted]

✔ **Applicant Phone Number :** [redacted]

✔ **Do you have a management service agreement in place?:** [redacted]

---

✔ **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?** [redacted]

---

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

---

## Primary Contact Person

✔ **First Name:** [redacted]

✔ **Last Name:** [redacted]

✔ **Title:** [redacted]

✔ **Phone Number :** [redacted]

✔ **Email:** [redacted]

✔ **Street:** [redacted]

**Unit No / Apt : No**

✔ **City:** [redacted]

✔ **State:** [redacted]

✔ **Zip Code:** [redacted]

✔ **Address Verified?:** Yes

## License Information

✔ **License Type:** [redacted]

# Facility Information

## Facility Information

- **Facility Type** : [redacted]

### Physical Address

- **Street:** [redacted]
- **Unit No / Apt No** :
- **City:** [redacted]
- **County:** [redacted]
- **State:** [redacted]
- **Zip Code:** [redacted]
- **Address Verified?** : Yes

### Facility Information Questions

- **Applicant's interest in property where proposed facility is located** : [redacted]
- **Is this facility under construction?** [redacted]
- **Estimated date of construction completion** : [redacted]
- **The number of days, if awarded a license, within which the Applicant reasonably projects it will commence operations at this facility** : [redacted]
- **The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility** [redacted]
- **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?** : [redacted]

---

- **Facility Type** : [redacted]

### Physical Address

- **Street:** [redacted]GR
- **Unit No / Apt No** :
- **City:** [redacted]

- County: [redacted]
- State: [redacted]
- Zip Code: [redacted]
- Address Verified? : Yes

## Facility Information Questions

- Applicant's interest in property where proposed facility is located : [redacted]
- Is this facility under construction? [redacted]
- Estimated date of construction completion : [redacted]
- The number of days, if awarded a license, within which the Applicant reasonably projects it will commence operations at this facility : [redacted]
- The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility : [redacted]
- 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? : [redacted]

---

- Facility Type : [redacted]
- Dispensing Site Premises : [redacted]

## Physical Address

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

## Facility Information Questions

- Applicant's interest in property where proposed facility is located : [redacted]
- Is this facility under construction? : [redacted]

- Estimated date of construction completion [redacted]
- The number of days, if awarded a license, within which the Applicant reasonably projects it will commence operations at this facility [redacted]
- The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility : [redacted]
- 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? : [redacted]

---

- Facility Type : [redacted]
- Dispensing Site Premises : [redacted]

## Physical Address

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

## Facility Information Questions

- Applicant's interest in property where proposed facility is located : [redacted]
- Is this facility under construction? : [redacted]
- Estimated date of construction completion : [redacted]
- The number of days, if awarded a license, within which the Applicant reasonably projects it will commence operations at this facility : [redacted]
- The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility : [redacted]
- 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? : [redacted]

---

- **Facility Type** : [redacted]
- **Dispensing Site Premises** [redacted]

## Physical Address

- **Street:** [redacted]
- **Unit No / Apt No** :
- **City:** [redacted]
- **County:** [redacted]
- **State:** [redacted]
- **Zip Code:** [redacted]
- **Address Verified?** : Yes

## Facility Information Questions

- **Applicant's interest in property where proposed facility is located** : [redacted]
- **Is this facility under construction?** : [redacted]
- **Estimated date of construction completion** : [redacted]
- **The number of days, if awarded a license, within which the Applicant reasonably projects it will commence operations at this facility** : [redacted]
- **The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility** : [redacted]
- **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?** : [redacted]

---

- **Facility Type** : [redacted]
- **Dispensing Site Premises** : [redacted]

## Physical Address

- **Street:** [redacted]
- **Unit No / Apt No** :
- **City:** [redacted]
- **County:** [redacted]
- **State:** [redacted]
- **Zip Code:** [redacted]
- **Address Verified?** : Yes

## Facility Information Questions

- Applicant's interest in property where proposed facility is located : [redacted]
- Is this facility under construction? [redacted]
- Estimated date of construction completion : [redacted]
- The number of days, if awarded a license, within which the Applicant reasonably projects it will commence operations at this facility : [redacted]
- The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility : [redacted]
- 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? : [redacted]

## Ownership of Applicant

- Select type of record [redacted]
- Does the individual have an ownership interest in the applicant? : [redacted]

## Individual

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

## Residence Address

- **Street:** [redacted]
- **Unit No / Apt No** :
- **City:** [redacted]
- **State:** [redacted]
- **Zip Cod** [redacted]
- **Address Verified?** : Yes

- **Select type of record:** [redacted]
- **Does this entity have ownership interest in the applicant?** : [redacted]

## Entity

- **Entity Name** : [redacted]
- **Entity Type:** [redacted]
- **Are there individuals with direct or indirect ownership interest in this entity?** : [redacted]
- **FEIN:** [redacted]
- **Ownership Percentage of the Applicant** : [redacted]

## Physical Address

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

## Primary Contact/ Responsible Person

- **First Name:** [redacted]
- **Last Name:** [redacted]
- **Title:** [redacted]
- **Phone Number** : [redacted]
- **Email Address** : [redacted]
- **Street Address** : [redacted]
- **Unit No / Apt No** :
- **City:** [redacted]
- **State:** [redacted]
- **Zip Code** [redacted]
- **Address Verified?** : Yes

## Cannabis Industry Entities

✔ **Is any individual or entity below connected to any entity that is directly or indirectly involved in the cannabis industry, including, but not limited to, the cultivation, processing, packaging, labeling, testing, transporting, or sale of cannabis or medical cannabis, either in Alabama or any other jurisdiction?**
**(1) an individual with an ownership interest in the applicant;**
**(2) the spouse, parent, or child of an individual with an ownership interest in the applicant; or**
**(3) an entity with an ownership interest in the applicant.**

## Questions and Attestations

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

✔ **Was any commercial license or certificate disclosed above denied, restricted, suspended, revoked, or non-renewed?** :

✔ **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?** :

✔ **Select One:** ✔ **Name:** ✔ **License Type**

✔ **Licensing Board or Commission** : ✔ **License Issued Date** : ✔ **License Expiration Date** :

✔ **Select One:** ✔ **Name:** ✔ **License Type** :

✔ **Licensing Board or Commission** : ✔ **License Issued Date** : ✔ **License Expiration Date** :

✔ **Select One:** ✔ **Name:** ✔ **License Type** :

✔ **Licensing Board or Commission** : ✔ **License Issued Date** ✔ **License Expiration Date** :

✔ **Select One:** ✔ **Name:** ✔ **License Type**

✔ Licensing Board or Commission [redacted]

✔ License Issued Date : [redacted]

✔ License Expiration Date : [redacted]

---

✔ Select One: [redacted]

✔ Name: [redacted]

✔ License Type [redacted]

✔ Licensing Board or Commission [redacted]

✔ License Issued Date : [redacted]

✔ License Expiration Date [redacted]

---

✔ Select One: [redacted]

✔ Name: [redacted]

✔ License Type [redacted]

✔ Licensing Board or Commission [redacted]

✔ License Issued Date [redacted]

✔ License Expiration Date [redacted]

---

✔ Select One: [redacted]

✔ Name: [redacted]

✔ License Type [redacted]

✔ Licensing Board or Commission [redacted]

✔ License Issued Date [redacted]

✔ License Expiration Date [redacted]

---

✔ 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? : [redacted]

---

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

---

✔ Has the applicant filed, or had filed against it, any proceeding for bankruptcy within the past 7 years?: [redacted]

---

✔ Is the applicant currently, or has it been in the past 10 years, a defendant in litigation involving any of its business practices? : [redacted]

---

✔ Is any public official of any unit of government: : [redacted]
(1) an owner (directly or indirectly) of any financial or beneficial interest in the applicant;
(2) a creditor of the applicant;
(3) a holder of any debt instrument issued by the applicant; or (4) a holder of, or interested party in, any contractual or service relationship with the applicant?

---

- Is the spouse, parent or child of a public official of any unit of government:
(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? : [redacted]

- 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? : [redacted]

---

- 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? : [redacted]

---

## 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: [redacted] of Operation
- Year One: [redacted]
- Year Two: [redacted]
- Year Three: [redacted]
- Year Four: [redacted]
- Year Five: [redacted]

- 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)? [redacted]

---

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

---

- 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? : [redacted]

---

- 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)) : [redacted]

---

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

---

- Signature: [redacted]
- Signature Date: [redacted]

## Documents

- ✔ **Resume or Curriculum Vitae of Individuals with Ownership Interest:** [redacted]
- ✔ **Residency of Owners:** [redacted]
- ✔ **Commercial Horticulture or Agronomic Production Experience of Owners:** [redacted]
- ✔ **Criminal Background Check:** [redacted]
- ✔ **Minimum Performance Bond Requirement:** [redacted]
- ✔ **Minimum Liquid Assets Requirement:** [redacted]
- ✔ **Demonstration of Sufficient Capital:** [redacted]
- ✔ **Minimum Operating Capital Requirement:** [redacted]
- ✔ **Financial Statements:** [redacted]
- ✔ **Tax Plan:** [redacted]
- ✔ **Business Formation Documents:** [redacted]
- ✔ **Business License and Authorization of Local Jurisdictions:** [redacted]
- ✔ **Business Plan:** [redacted]
- ✔ **Evidence of Business Relationship with other Licensees and Prospective Licensees:** [redacted]
- ✔ **Coordination of Information from Registered Certifying Physicians:** [redacted]
- ✔ **Point-of-Sale Responsibilities:** [redacted]
- ✔ **Confidentiality of Patient Information:** [redacted]
- ✔ **Money Handling and Taxes:** [redacted]

- ✔ **Standard Operating Plan and Procedures:** [redacted]
- ✔ **Policies and Procedures Manual:** [redacted]
- ✔ **Production and Manufacturing Process:** [redacted]
- ✔ **Machinery and Equipment:** [redacted]
- ✔ **Receiving and Shipping Plan:** [redacted]
- ✔ **Secure Transport Vehicles:** [redacted]
- ✔ **Compliance with Alabama Public Service Commission Requirements:** [redacted]
- ✔ **Commercial Drivers' License:** [redacted]
- ✔ **Fleet Summary:** [redacted]
- ✔ **Care and Maintenance of Vehicles:** [redacted]
- ✔ **Route Plans:** [redacted]
- ✔ **Plan for Segregation of Processes Within and Transportation Between Facilities:** [redacted]
- ✔ **Facilities:** [redacted]
- ✔ **Engineering Plans and Specifications:** [redacted]
- ✔ **Security Plan:** [redacted]
- ✔ **Personnel:** [redacted]
- ✔ **Business Leadership Credentials:** [redacted]
- ✔ **Employee Handbook:** [redacted]
- ✔ **Secure Transport Drivers:** [redacted]
- ✔ **Drivers' Manual:** [redacted]

- ✔ **Quality Control and Quality Assurance Plan:** [redacted]
- ✔ **Contamination and Recall Plan:** [redacted]
- ✔ **Marketing and Advertising Plan:** [redacted]
- ✔ **Website and Social Media:** [redacted]
- ✔ **Ownership Entity Individuals (if applicable):** [redacted]
- ✔ **Minority Ownership Documents:** [redacted]
- ✔ **Proof of Minimum Liability and Casualty Insurance:** [redacted]
- ✔ **Affidavit - Entity Applicant:** [redacted]

## Payments

- ✔ **Payment Options:** [redacted]

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

**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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/2022** |
| **Signature of Verifying Individual** | **Verification Date** |

# 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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/2022** |
| **Signature of Verifying Individual** | **Verification Date** |

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

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/2022** |
| **Signature of Verifying Individual** | **Verification Date** |

# 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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **Verification Date** |

# Exhibit 5 – Minimum Performance Bond 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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **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)**

Southeast Cannabis Company, LLC
Integrated Facility Applicant

Oliver Washington IV, CEO
Contact Person

11545 Bellingrath Road
Applicant Address

Theodore
City

AL
State

36582
Zip

415-272-9395
Phone

info@southeastcannabisco.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.

**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

12-15-2022
Date

Sworn to and subscribed before MICHAEL CAVANAUGH, a Notary Public, by BRIAN REHFUSS on this 15th day of DECEMBER, 20 22.

Signature of Notary

No Expiration
My Commission Expires

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

NOTARIAL SEAL STATE OF OHIO
Michael K. Cavanaugh
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Sec 147.03 RC

# CONTINENTAL HERITAGE INSURANCE COMPANY
## ORANGE VILLAGE, OH
## POWER OF ATTORNEY

**POWER NO. SECanCoFormM**

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 **15th** day of **December, 2022**.

Continental Heritage Insurance Company CORPORATE SEAL 2008 FLORIDA

_____
Alfred Shikany, Secretary

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.

## 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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **Verification Date** |

**Exhibit 6 – Minimum Liquid Assets Requirement**

*Satisfaction of Plan: Complete*

Southeast Cannabis Company, LLC ("SCC") has, in accordance with Ala. Admin. Code r. 538-x-9-.03(3)(b) (2022), more than $250,000.00 in liquid assets, which shall be available to it at the time its license is issued. Specifically, please refer to the attached screenshots from Partner Colorado Credit Union – Safe Harbor (identified as Minimum Liquid Asset Requirement – Attachment to Exhibit 6") demonstrating that SCC has $250,095.00 in liquid assets available to it. SCC does not plan to make any expenditures out of this account before obtaining its license; however, to the extent any such expenditures are made, the balance shall be refreshed to at least $250,000.00 through SCC's access to sufficient capital as outlined in Exhibit 7.

This Exhibit 6 complies with:

Ala. Admin. Code r. 538-x-9-.03(3)(b) (2022)

Darren Wesley 'Ato" Hall Compassion Act §20-2A-67(d)(2)

PARTNER
COLORADO CREDIT UNION
Moving You Ahead.

PCCU SAFE HARBOR
6221 SHERIDAN BLVD
ARVADA, CO, 80003
Inquiries Call: 303-422-6221

SOUTHEAST CANNABIS COMPANY LLC
Acct: XXXXX3962 Date: 12/21/22
Tlr: 5206 Time: 3:42pm
---
05 BUSINESS SAVINGS
Bal: 5.00
Available Bal: 0.00

86 BASIC BUSINESS CHECKING
Bal: 250,095.00
Available Bal: 250,095.00

Account #: [redacted]

Primary - SOUTHEAST CANNABIS COMPANY LLC

| SHARES | | | | LOANS |
|---|---|---|---|---|
| ☐ | 05 | BUSINESS SAVINGS | 5.00 | |
| ☐ | 86 | BASIC BUSINESS CHECKING | 250,095.00 | |

☐ Check all Print Balance

# 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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **Verification Date** |

**Exhibit 7 – Demonstration of Sufficient Capital**

*Satisfaction of Plan: Complete*

Southeast Cannabis Company, LLC ("SCC") is founded by a team of executives whose experience in managing large-scale operations and budgets across the legal cannabis industry positions us to strongly establish ourselves in a new medical market. **Our team has prepared a detailed financial plan to demonstrate our organization's financial stability during the startup phase and beyond as a commitment to our success in Alabama.** Our impressive leadership team includes individuals like Chuck Smith, who served as CEO of BellRock Brands, a large operator based in Colorado with a national footprint that boasts one of the most recognizable product portfolios in the Medical Cannabis industry. Mr. Smith is joined by Kevin Murphy, an experienced investor who specializes in creating flexible capital solutions for cannabis businesses. Mr. Murphy founded Acreage Holdings, which after becoming one of the largest vertically integrated operators in the US prior to its landmark acquisition by Canopy Growth Company, allowed him to focus his talents on identifying cannabis businesses that show exceptional commitment to financial conventions and demonstrate a high likelihood of success.

Our operational finances will be overseen by CFO Scott Ogur, who served alongside Mr. Smith at BellRock Brands and provided financial guidance that saw them become a standard bearer for sustainable growth and an impeccable financial position. Mr. Ogur previously helped build one of the most trusted regulatory compliance-focused software systems for the cannabis industry, which gives him a unique insight into the needs of nascent cannabis businesses. Together, this team has prepared a conservative estimate of costs, patient demand, and expected market prices using data from states with Medical Cannabis markets bearing regulatory similarities to Alabama. Utilizing these estimates, we can confidently demonstrate more than sufficient capital on hand to cover capital expenditures ("CapEx") and startup operational expenses ("OpEx") projected over the first three years after a license is issued. Our 5-year proforma projects positive earnings before interest, tax, depreciation, and amortization ("EBITDA") within 14 months. Our first month of sales is projected to be December 2023, yielding $191,896 in net sales while incurring roughly $361,358 in expenses. By the end of 2028, our cumulative net sales, which includes the total

sales minus costs over the 5-year period, will have reached $56,625,031. These projections demonstrate that we will be a reliable tax generator for the state of Alabama.

**Projected Costs**

Projected Capital Expenditures

Our team has budgeted $7,990,787 for Capital Expenditures during the initial buildout stage, which will cover the cost of purchasing/leasing/renting the property, construction buildout/improvements, equipment, and other detailed pre-opening expenses. In total, the facility and construction upgrades will cost approximately $5,541,419. The remainder of the startup budget will be allocated as follows: $212,632 for facility design, $119,600 for sales fixtures and point-of-sale equipment, $508,808 for security and secure storage equipment, $2,102,434 for other facility equipment and fixtures, and $848,489 for our 10% capital expenditure contingency buffer.

Projected Annual Budget

*Market Analysis and Sales*

Our financial model is based on market dynamics determined by patient demand for Medical Cannabis. Our model of patient demand, in turn, is derived from comparable patient registrations and growth statistics from existing medical cannabis markets. New York, North Dakota, and Utah's existing patient data were used to project the Alabama patient model due to the market similarities in those states. We predict our dispensaries will serve upwards of 7,744 Alabama patients per month due to their optimal locations and market share potential.

As with patient demand and growth, prices for Medical Cannabis are estimated based on other legal states with similar delivery forms and permissible qualifying conditions. We used pricing data from Iowa and Minnesota to predict the approximate patient expenditure in Alabama. These two states were chosen due to similarities in product options for medical patients when their programs first launched. To ensure model accuracy, we only used data for the allowable products in Alabama to determine patient expenditures. We've concluded that the average Alabama medical cannabis patient is likely to spend $80 per month on their medical cannabis needs. All in all, this projection predicts that sales for our dispensaries in

their first operational year ranging from December 2023 to November 2024, are expected to be $5,111,628.

*Cost of Goods Sold*

The cost of goods sold ("COGS") is estimated with the permitted product categories for the medical cannabis market. While this analysis projects COGS across several broad product categories, our dispensaries will keep a variety of different unique product types in stock. We are committed to providing our patients with a wide range of high-quality medical cannabis products to fit their needs. Our COGS projections reflect our dedication to this ideal. Additionally, we will purchase inventory one month ahead of schedule. This ensures we always have inventory on hand to meet demand while simultaneously not accumulating so much excess inventory that the store creates unnecessary security risks.

In the first year of operations, starting in December 2023, total wholesale product expenses for medical cannabis products will cost $4,135,409. While this inventory expense amounts to 80.9% of total gross revenue, our team knows that our customers value a robust and high-quality selection of inventory. In our 3rd year of operations, we plan to maintain the same level of quality inventory, with the percentage of COGS to total gross revenue staying around 52.29%, despite our scaled-up operations with the cost of goods sold adding up to $6,109,495.

*Operating Expenses*

In the first year of operations, we have predicted the budget for overall operations to be $2,919,308. A notable portion of the selling, general, and administrative expenses (SG&A) are made up of nonlabor expenses that are integral to keeping the business running. This includes $167,462 in maintenance costs, $105,878 in advertising and marketing costs, $188,946 in security monitoring costs, $359,446 for utilities, and $398,785 for other miscellaneous operational expenses. We expect these operating expenses to undergo a 5% annual increase due to inflation and growth.

A large portion of our operational budget is dedicated to training and supporting an exceptional cannabis store team that will go above and beyond for Alabama patients. Our employees will enjoy competitive wages and benefits, which add up to $3,142,281 in the first operational year alone. Staff who join our team on a permanent basis and have a normal workweek of 30 or more hours will be eligible for the company's health plan, to which we

have dedicated a budget of $418,971. Staff who are with SCC long-term enjoy annual salary increases year over year, as well as bonuses that reflect their performance. While bonuses can fluctuate depending on various circumstances, we've allocated $116,381 to reward employees who go above and beyond for our customers.

**Available Capital**

Our organization has raised a significant amount of capital to operate in Alabama on both an immediate and long-term basis. Utilizing funds from the sources listed in the next section, we are well capitalized, with more than sufficient liquid assets to cover buildout, startup, inventory, and operating expenses for several years, even in the face of unknown contingencies that might arise. $15,000,0000 is available for our Alabama dispensaries, cultivation, and processing facilities and their subsequent operations. This is in excess of our total projected three-year budget of $13,258,889. Given the revenue and cost projections in the first three years of operations, it is extremely unlikely we will experience any further need for future capital, whether in debt or equity, to continue operations.

<u>Sources of Funds</u>

The following is a list of lawful sources of funds invested for the total purchase, startup, and inventory costs associated with SCC. SCC's capital resources amount to $15,000,000, an amount verified by a responsible person for SCC, SCC's contact person, and a licensed independent Certified Public Account in the attached verification letter (identified as "Financial Verification – Attachment to Exhibit 7). Our sources of funds are outlined below and have been provided to the abovementioned CPA for verification.

- Proof of Funds 1: Letter of Commitment from Viridescent Realty Trust, Inc. – Total Funds: $15,000,000.00

This Exhibit 7 complies with: Ala. Admin Code r. 538-x-3-.05(3)(m)(2)

DEMONSTRATION OF SUFFICIENT CAPITAL VERIFICATION

License Type: Integrated Facility

December 21, 2022

To Alabama Medical Cannabis Commission ("AMCC'):

This verification letter is intended to verify that Southeast Cannabis Company (SCC) , LLC ("Applicant") has identified sufficient capital (defined as the total of the Applicant's annual budgets or projected annual budgets during the first three full years after a license is issued to the Applicant) available for the purpose of operating their Integrated Facility,

The undersigned, having examined the projected annual budgets and pro forma financials of the Applicant hereby confirms that according to the total of the Applicant's projected annual budgets during the first three full years after a license is issued, the sum of $15 million constitutes sufficient capital, and that Applicant has available to it, contingent on the successful award of license and final agreement of commercial terms.

This letter shall at all times be in accordance with and not in violation of the Daren Wesley 'Ato' Hall Compassion Act (520-2A-1. er seq., Code of Alabama 1975 (as amended)) and any rules and regulations promulgated by AMCC including, Ala. Admin Code r. 538-x-1-01.et seq.

The undersigned, being a Certified Public Accountant, licensed in Colorado, has executed this letter as of the date first written above to verify the foregoing in accordance with Ala. Admin Code r 538-x-3-.05(3)(m)(2)

Paul L Hocevar

By: Paul L Hocevar, CPA
Title: Owner
State License No: 2710

I, Charles Smith, Owner and Chief Operating Officer of Applicant, Applicant's designated contact person, hereby acknowledge that Paul Hocevar has been professionally engaged by Applicant and has knowledge sufficient to provide this verification letter.

By: Charles Smith
Title: Chief Operating Officer

I, Oliver Washington IV, Owner and Chief Executive Officer of Applicant, a responsible person designated by Applicant, hereby acknowledge that Paul Hocevar has been professionally engaged by Applicant and has knowledge sufficient to provide this verification letter.

Oliver Washington IV

By: Oliver Washington IV
Title: Owner and Chief Executive Officer

# 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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **Verification Date** |

**Exhibit 8 – Minimum Operating Capital Requirement**

*Satisfaction of Plan: Complete*

**Executive Summary**

Southeast Cannabis Company, LLC ("SCC") has conducted a detailed financial projection that allows us to accurately predict our minimum operating capital requirement for two years following application acceptance by the AMCC. Our leadership team has worked collaboratively on this projection to ensure that we have ample capital funds to maintain our financial viability and competitive edge during these first two critical years. To give SCC the best advantage of financial expertise and access to capital, our team has welcomed Kevin Murphy and Gopal Garuda to serve on our Advisory Board as Financial Advisors. Mr. Murphy founded Acreage Holdings, which was the largest vertically integrated multi-state operator by market cap prior to its acquisition by a major multi-national competitor. Likewise, Mr. Garuda has created a name for himself for his unmatched expertise in assisting cannabis businesses in raising the capital necessary to grow their operations, having assisted his clients in raising over $10 billion collectively.

These individuals are joined by Chuck Smith and Scott Ogur on our executive leadership team, who each have served as CEO and CFO of BellRock Brands, respectively. BellRock Brands is a highly lauded infused products manufacturer specializing in topical and orally consumable medical cannabis whose portfolio of products is well-known across many Medical Cannabis markets in the US. Our leadership team's collective experience in Medical Cannabis markets spans decades and cumulative billions of dollars in operational budgets and sales. Together, they've drafted this projection of our vertically integrated operations, including cultivation, manufacturing, five dispensary facilities, and transportation costs.

The following section reviews our capital funds as compared to our minimum operating capital requirements and demonstrates our commitment to running an efficient and self-sustaining vertically integrated medical cannabis business that prioritizes growing, manufacturing, and dispensing excellent Medical Cannabis to our patients in Alabama. Our executives lead an incredible team of agricultural business owners, financial professionals, community pharmacists, healthcare professionals, and nationally renowned Medical Cannabis operators and experts. These experienced and dedicated individuals have

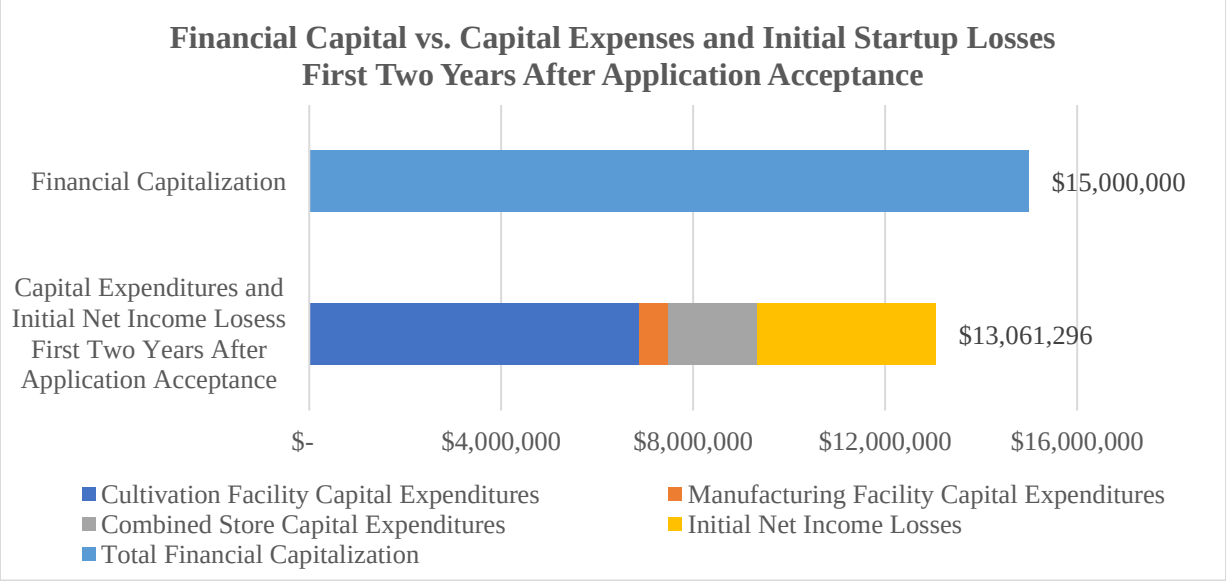
contributed to our preparation of complete and conservative estimates of costs, patient demand, and likely market product prices based on data from states with Medical Cannabis markets similar to Alabama. Utilizing these estimates, we can confidently demonstrate more than sufficient capital on hand to cover capital expenditures ("CapEx") and startup operational expenses ("OpEx") for more than two years following the date the application is accepted by the AMCC.

Our financial projections include consideration for projected sales estimates for Medical Cannabis items by product category, as well as detailed inventory and operational costs. Additionally, the projections outline detailed construction and pre-operational capital expenditures, cannabis product inventory requirements, costs for medical sales by product type, as well as administrative and payroll costs across all our cultivation, manufacturing, and dispensary operations for two years after our application for an Integrated Facility license is accepted by the AMCC. Our Directors in Processing and Cultivation have years of experience building and operating these types of facilities, and their operational expertise in each allows us to offer the AMCC the most detailed and accurate projections for an Integrated Facility operator in Alabama. Our cost allocations and projections utilize the knowledge our Directors and their teams have from their many years of experience starting and operating licensed cannabis cultivators, processors, transporters, and dispensaries in other tightly regulated state markets. Leveraging our team's extensive expertise and reliable market data, we provide this narrative overview containing data and graphs to demonstrate our financial stability for two years following the potential date that we could begin operations in Alabama. This includes pre-operations and the immediate period after opening. All our financial projections demonstrate long-term operational stability, financial sustainability, and contribution towards success in our broader community and industry. The overall capital immediately available for our vertically integrated operations is $15,000,000. This greatly exceeds the regulatory requirement of holding a minimum of $250,000 in liquid assets. In the first two years following the date of acceptance, we project that we will incur roughly $13,061,296 in capital expenses and initial net income losses, leaving us with $1,938,704 in leftover capital funds. This also includes capital buffers which are outlined in detail below, ensuring that it is highly likely that all earmarked capital will be sufficient for our operations in the first two years after our application is accepted by the AMCC.

**Available Capital**

Our organization has raised sufficient capital to operate in Alabama on both an immediate and long-term basis. We are well capitalized, with more than sufficient liquid assets to cover buildout, startup, inventory, and operating expenses for at least two years after our application is accepted, even in the face of unknown contingencies that might arise.

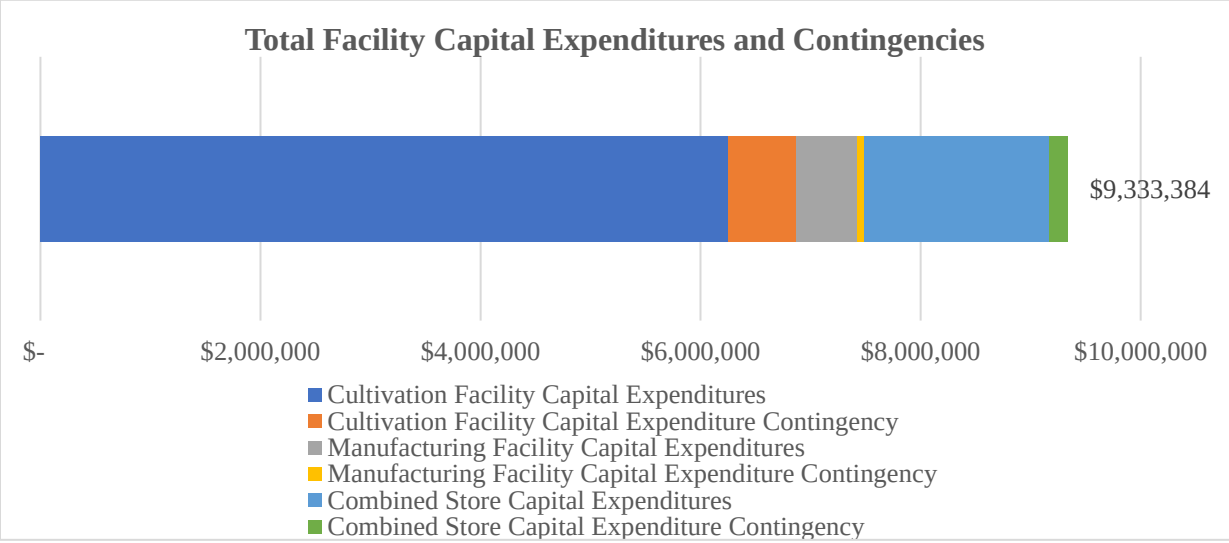
In total, $15,000,000 is available for our five planned Alabama dispensaries, cultivation, manufacturing, and transportation facilities and their subsequent operations. This is in excess of our total projected two-year operating capital budget requirement, which includes facility capital expenditures and initial net income losses of $13,061,296 . Given the revenue and cost projections during the first two years after our application is accepted, it is extremely unlikely we will experience any further need for future capital, whether in debt or equity, to sustain operations.




<u>Capital Buffer</u>

Despite even the most thoughtfully prepared buildout plans, contingencies can arise and result in unexpected costs. Our buildout plan considers these contingencies, integrating our decades of extensive past experience constructing high-end cannabis businesses and understanding the relative size of contingency costs that must be accounted for. An additional budget of $848,489 has been added as a 10% average buffer to the initial projected capital expenditure budget. This allows the following additional funds to support

different areas of our vertically integrated operations, including a $624,816 capital buffer for cultivation and transportation, $55,714 for manufacturing, and $167,960 for all Dispensary Facilities.




When accounting for the additional buffer for capital expenditure contingencies included in our construction and equipment budget, our operations have more than enough leftover capital after accounting for buildout costs, startup expenses, and operational requirements for the first two years after application acceptance. This is to ensure that all our vertically integrated operations have plenty of additional funds to cover unforeseen operational expenses that could occur.

**Projected Two-Year Budget**

To ensure accuracy, our projected two-year budget makes considerations for projected sales estimates for medical cannabis items by product category, as well as monthly inventory and operational costs. Additionally, our projections include detailed construction and pre-operational capital expenditures, cannabis product inventory requirements, costs for medical sales by product type, as well as administrative and payroll costs. Including all these additional variables gives us a much more accurate picture of the future, allowing us to map out our budget plan across all our cultivation, manufacturing, and dispensary operations for two years after the application for our integrated facility license is accepted by the AMCC.

Capital Expenditures

Our team has budgeted $9,333,384 for capital expenditures during the two years following the date the application is accepted by the AMCC. This will cover the cost of obtaining all facility properties, construction buildout, equipment, and other detailed pre-operational expenses.

*Cultivation & Transportation*

Our cultivation facility and construction upgrades will cost approximately $5,138,040. The remainder of the cultivation and transportation startup budget will be allocated as follows: $403,170 for cultivation lights and tables, $20,731 for harvest and processing equipment, $9,806 for $CO_2$ equipment, $191,175 for irrigation equipment, $124,144 for environmental controls and fans, $4,800 for employee personal protective equipment, $162,646 for security equipment, $144,853 for secure storage equipment, $16,265 for startup supplies and cleaning equipment, $32,529 for employee lockers and break room, and $624,816 for our 10% capital expenditure contingency buffer.

*Manufacturing*

Our manufacturing facility and construction upgrades cost approximately $67,585. The remainder of the manufacturing startup budget will be allocated as follows: $428,249 for manufacturing facility equipment, $23,510 for security and safety equipment, $37,793 for other facility equipment and fixtures, and $55,714 for our 10% capital expenditure contingency buffer.

*Dispensary Facilities*

In total, we are planning to open five dispensary facilities in Alabama. Total construction upgrades for each facility will cost $1,159,600. The remainder of the total dispensary startup budget will be allocated as follows: $78,000 for facility design, $62,400 for commercial and security doors, $52,000 for waiting room and office furniture, $41,600 for point of sales equipment, $78,000 for cases and sales fixtures, $182,000 for security and secure storage equipment, $26,000 for employee lockers and break room, and $167,960 for our 10% capital expenditure contingency buffer.

Market Analysis

[redacted]

*Product Pricing & Patient Expenditure*

[redacted]

[redacted]

Regulated Sales

[redacted]

[redacted]

[redacted]

Operating Expenses

[redacted]

[redacted]

*Cultivation & Manufacturing*

Our cultivation and manufacturing facilities require $137,177 in maintenance costs, $213,388 in security monitoring costs, $6,603 for SG&A utilities, and $285,218 in other miscellaneous operational expenses.

*Dispensary Facilities*

Overall, SG&A for our five Dispensary Facilities will total $1,250,851. Our dispensaries require additional SG&A expenses that are not required of our other operations. Typical costs include $107,202 in maintenance costs, $64,321 in security monitoring costs, $38,355 for utilities, $285,857 for facility leases, $45,262 in banking fees, $128,643 in building supplies, $135,786 in insurance premiums, $100,000 in retail license fees, $119,107 in total professional services, while miscellaneous operational expenses amount to $83,381. Our dispensaries also incur expenses to educate patients and maximize reach in their respective communities, amounting to $142,937 in patient outreach and marketing costs.

*Transportation*

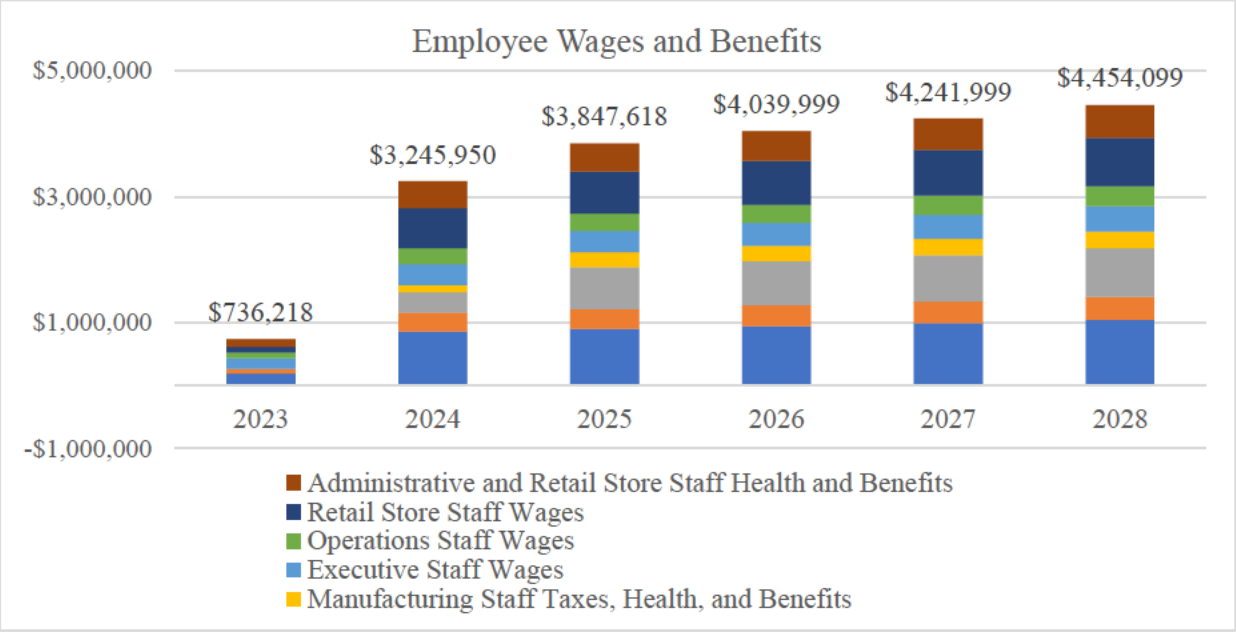
Transportation S&GA costs are mainly focused on the care and maintenance of secured transport vehicles and the security measures that outfit these vehicles. This will require $54,871 in maintenance costs, $82,306 in security monitoring costs, $46,640 for utilities, and $90,537 for other miscellaneous operational vehicle expenses.

<u>Labor Expenses</u>

A large portion of our operational budget is dedicated to training and supporting an exceptional cannabis store team that will go above and beyond for Alabama patients. In the first two years after receiving the integrated facility license, employees will enjoy competitive wages and benefits totaling $6,138,436 during the period between May 2023 and ending in April 2025. Staff who join our team on a permanent basis and have a normal workweek of 30 or more hours will be eligible for the company's health plan, to which we have dedicated a budget of $699,316.

Staff who are with SCC long-term enjoy annual salary increases year over year, as well as bonuses that reflect their performance. While bonuses can fluctuate depending on various circumstances, we've allocated $194,254 to reward employees who go above and beyond for our customers. This breaks down to a total labor budget of $2,687,793 for executive, retail

and operations employees, $2,310,001 for cultivation and manufacturing employees, and $247,073 for transport employees.




**Conclusion**

Effectively allocating our capital for all types of ongoing expenses, both planned and unplanned, ensures our long-term operational success and financial feasibility. As demonstrated throughout this plan, SCC's executive leadership team maintains the necessary funds and resources to successfully complete the initial buildout and start of operations for all our vertically integrated operations within budget and in compliance with all applicable state and local laws, rules, regulations, and ordinances. Our available capital of $15,000,000 greatly exceeds our projected budget in the first two years after our application for an integrated facility is accepted by the AMCC. The total operating capital requirement for all our vertically integrated facilities totals $13,061,296 during this period. This amount includes contingency funds for each layer of operations, which ensures we are operating with a buffer that offers additional safety and stability in our business. Overall, this leaves us $1,938,704 in leftover capital to address any unforeseen issues during the first two years of licensure, ensuring that we exceed the minimum operating capital requirement.

This Exhibit 8 complies with: Ala. Admin. Code r. 538-x-9-.3(3)(b)-(c); Darren Wesley 'Ato" Hall Compassion Act §20-2A-53(a)(2); §20-2A-56(b)(4).

# 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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **Verification Date** |

**Exhibit 9 – Financial Statements**

*Satisfaction of Plan: Complete*

**Executive Summary**

**Southeast Cannabis Company, LLC ("SCC") has prepared a detailed five-year pro forma, balance sheet, profit and loss report, and statement of cash flow that reflects our commitment to running an efficient and self-sustaining vertically integrated operation that prioritizes growing, manufacturing, and dispensing excellent Medical Cannabis to our patients in Alabama.** Our pro forma provides projected sales estimates for Medical Cannabis items by product category, as well as detailed inventory and operational costs. It accounts for detailed construction and pre-operational capital expenditures, Medical Cannabis inventory requirements, and costs for medical sales by product type, as well as administrative and payroll costs across all our Cultivation, Processing, and Dispensary operations.

Our cost allocations have been prepared with the oversight of our CFO Scott Ogur leading a team of fellow executives and departmental directors who have collective operating experience spanning decades in other state Medical Cannabis markets. Mr. Ogur currently serves as CFO of a reputable multi-state Medical Cannabis operator with a broad and recognizable portfolio of trusted Medical Cannabis products. Combining his own experience with that of COO Chuck Smith who led BellRock Brands, together SCC has effectively allocated our capital for all types of ongoing expenses, both planned and unplanned, ensuring that our long-term operational success and financial feasibility is sound. As demonstrated throughout this plan, SCC maintains the necessary personnel, equipment, and resources to successfully complete the initial buildout of the facility within budget, and in compliance with all applicable state and local laws, rules, regulations, and ordinances.

High-level financial operations will be conducted under the advisement of Kevin Murphy who joins our team as a seasoned cannabis industry investor, having specialized in providing flexible capital solutions to existing Medical Cannabis operators small and large across the US. Mr. Murphy orchestrated one of the largest singular mergers in the history of the US cannabis industry and brings his proven first-hand experience operating large budgets and financial projections to SCC's leadership team. By taking the knowledge gained

through operating a plant-touching business he founded Viridescent Capital Partners where he identifies and invests in promising new businesses within the cannabis space.

He is joined on our Advisory Board by Gopal Garuda, an expert in cannabis finance who has drawn upon his background as an investment banker to assist both new and existing cannabis businesses to develop their financial management and fundraising capabilities. In his career, he has helped businesses secure over $10 billion in capital investments. Through his guidance, SCC is poised to not just have a business that is built on strong business fundamentals, but one that is perfectly positioned to raise the funds necessary for future expansion.

Leveraging our team's expertise and reliable market data, we have provided a five-year pro forma to demonstrate our financial stability during the startup phase, profitability within the 14 months after opening, and long-term community success. Our five-year pro forma ensures we fully provide financial statements with year-end projections for the year of commencement and three additional years. Our pro forma shows positive earnings before interest, tax, depreciation, and amortization ("EBITDA") by January 2025, with $820,831 in sales while incurring roughly $808,252 in expenses during that month. By the end of 2026, our cumulative sales will reach $28,163,139 since we started operations. A positive trendline that demonstrates that SCC will be a reliable tax generator and operator.

**Methodology**

**State Patient Projections**

**Geographic Information Systems Analysis**

**Patient Expenditure**

**Regulated Sales**

[redacted]

**Cost of Goods Sold**

**Selling, General and Administrative Expenses**

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

**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.**

**Summary of Balance Sheet**

Our prepared five-year pro forma includes a balance sheet report provided on the following page. The balance sheet report states our business's assets, liabilities, and equity. This snapshot demonstrates our efficiency regarding the use of our assets, adequate liquidity to address any short-term financial obligations as well as the overall good financial health of the business entity.

SCC will maintain a strong balance sheet from inception through growth and maturity. At the end of 2026, cash on hand is calculated to be $1,272,565. In 2026, we estimate that it will reach ongoing positive cash flow from operations. This shows that our organization has the financial strength to execute no matter what setbacks may occur. Reaching positive cash flow will allow us to reinvest in the company, our employees, our community, and our patients, and expand our product selection and diversity.

Balance Sheet Documentation

## *Southeast Cannabis Company Balance Sheet*

*Southeast Cannabis Company*

| | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 |
|---|---|---|---|---|---|---|
| **Assets** | | | | | | |
| *Current Assets* | | | | | | |
| Cash | $ - | $ 2,022,270 | $ 1,688,398 | $ 1,313,055 | $ 1,272,565 | $ 1,612,467 |
| Inventory | $ - | $ 3,808 | $ 2,262,575 | $ 2,813,988 | $ 3,016,570 | $ 3,794,035 |
| **Total Current Assets** | **$ -** | **$ 2,026,078** | **$ 3,950,972** | **$ 4,127,044** | **$ 4,289,135** | **$ 5,406,502** |
| Property Plant & Equipment, gross | $ - | $ 8,720,533 | $ 9,333,384 | $ 9,333,384 | $ 9,333,384 | $ 9,333,384 |
| Depreciation | $ - | $ (11,622) | $ (56,340) | $ (56,437) | $ (56,437) | $ (56,437) |
| **PP&E, net** | **$ -** | **$ 8,708,911** | **$ 9,277,043** | **$ 9,276,947** | **$ 9,276,947** | **$ 9,276,947** |
| **Total Assets** | **$ -** | **$ 10,731,181** | **$ 10,965,441** | **$ 10,590,002** | **$ 10,549,512** | **$ 10,889,413** |
| **Liabilities & Equity** | | | | | | |
| *Liabilities* | | | | | | |
| Total Long Term Debt from Loans | $ - | $ 5,932,602 | $ 8,595,612 | $ 8,191,224 | $ 7,537,007 | $ 5,883,476 |
| **Total Liabilities** | **$ -** | **$ 5,932,602** | **$ 8,595,612** | **$ 8,191,224** | **$ 7,537,007** | **$ 5,883,476** |
| Paid-in-Capital | $ - | $ 6,000,000 | $ 6,000,000 | $ 6,000,000 | $ 6,000,000 | $ 6,000,000 |
| Retained Earnings | $ - | $ (1,201,421) | $ (3,630,171) | $ (3,601,222) | $ (2,987,496) | $ (994,063) |
| **Total Equity** | **$ -** | **$ 4,798,579** | **$ 2,369,829** | **$ 2,398,778** | **$ 3,012,504** | **$ 5,005,937** |
| **Total Liabilities & Equity** | **$ -** | **$ 10,731,181** | **$ 10,965,441** | **$ 10,590,002** | **$ 10,549,512** | **$ 10,889,413** |

## 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.

### Summary of Profit and Loss Report

To demonstrate our commitment to the patients of Alabama, the SCC team has also prepared a profit and loss statement, also known as an income statement, to report on revenues, costs, and profits and losses generated during the period from inception to date of commencement and projected five years in total. In our first operational year, 2024 we expect to generate a gross profit of $1,517,664 (25.8% gross margin) with a earnings before interest, tax, depreciation, and amortization (EBITDA) of -$1,446,924. As registered patient

base grows at our Dispensary Facilities, the company expects gross profit of $4,726,659 in our second full operational year with EBITDA increasing to $1,616,100 . In our third operational year, 2026, we expect gross profit of $5,617,401 with EBITDA of $2,355,776 . Our pro forma demonstrates profitability after 14 months of operations and can financially sustain business operations for years to come. Given our ample cash reserves and estimated quick profitability, we will not have issues with cash flow at any point. Our profitability, demonstrated below, shows that our company will become a powerhouse of economic development for the state of Alabama.

Profit and Loss Documentation

***Alabama Medical Annual Profit & Loss Statement - Operational Year***

*Southeast Cannabis Company*

| Year | Pre-Operations | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Partial Year Year 6 | Total |
|---|---|---|---|---|---|---|---|---|
| **Gross Revenue** | | | | | | | | |
| Total Wholesale Sales of Bulk Products | $ - | $ 257,571 | $ 325,610 | $ 353,405 | $ 947,717 | $ 1,255,001 | $ 43,553 | $ 3,182,856 |
| Total Wholesale Sales of Finished Products | $ - | $ 1,229,684 | $ 3,112,470 | $ 3,166,653 | $ 3,088,209 | $ 3,613,658 | $ 345,498 | $ 14,556,171 |
| Total Retail Sales of Medical Finished Products | $ - | $ 3,624,373 | $ 6,929,250 | $ 8,164,299 | $ 9,033,285 | $ 10,267,097 | $ 867,699 | $ 38,886,003 |
| *Gelatinous Cube* | *$ -* | *$ 1,759,404* | *$ 3,363,714* | *$ 3,963,252* | *$ 4,385,090* | *$ 4,984,028* | *$ 421,213* | *$ 18,876,701* |
| *Capsules* | *$ -* | *$ 703,762* | *$ 1,345,485* | *$ 1,585,301* | *$ 1,754,036* | *$ 1,993,611* | *$ 168,485* | *$ 7,550,680* |
| *Tinctures* | *$ -* | *$ 351,881* | *$ 672,743* | *$ 792,650* | *$ 877,018* | *$ 996,806* | *$ 84,243* | *$ 3,775,340* |
| *Nebulizer and Liquid Inhaler* | *$ -* | *$ 351,881* | *$ 672,743* | *$ 792,650* | *$ 877,018* | *$ 996,806* | *$ 84,243* | *$ 3,775,340* |
| *Transdermal Products* | *$ -* | *$ 175,940* | *$ 336,371* | *$ 396,325* | *$ 438,509* | *$ 498,403* | *$ 42,121* | *$ 1,887,670* |
| *Topical Products* | *$ -* | *$ 175,940* | *$ 336,371* | *$ 396,325* | *$ 438,509* | *$ 498,403* | *$ 42,121* | *$ 1,887,670* |
| *Other Accessories* | *$ -* | *$ 105,564* | *$ 201,823* | *$ 237,795* | *$ 263,105* | *$ 299,042* | *$ 25,273* | *$ 1,132,602* |
| **Total Gross Revenue** | **$ -** | **$ 5,111,628** | **$ 10,367,330** | **$ 11,684,357** | **$ 13,069,212** | **$ 15,135,756** | **$ 1,256,749** | **$ 56,625,031** |
| | | | | | | | | |
| **Cost of Good Sold** | | | | | | | | |
| Wholesale Product Costs for Medical Store Sales | $ - | $ 589,032 | $ 99,938 | $ 114,775 | $ 135,753 | $ 163,900 | $ 11,495 | $ 1,114,893 |
| Total Cultivation Staff Labor Costs | $ 185,670 | $ 1,136,840 | $ 1,210,061 | $ 1,270,565 | $ 1,334,093 | $ 1,400,797 | $ 120,670 | $ 6,658,696 |
| Cultivation Facility Supplies | $ 1,017 | $ 29,350 | $ 50,250 | $ 52,763 | $ 55,401 | $ 58,171 | $ 4,867 | $ 251,820 |
| Cultivation Facility General and Utility COGS | $ 4,232 | $ 549,035 | $ 633,941 | $ 667,215 | $ 699,273 | $ 731,564 | $ 61,884 | $ 3,347,144 |
| Total Manufacturing Staff Labor Costs | $ - | $ 367,677 | $ 898,800 | $ 943,740 | $ 990,927 | $ 1,040,473 | $ 89,179 | $ 4,330,796 |
| Manufacturing Supplies | $ - | $ 1,008,303 | $ 1,889,975 | $ 2,107,485 | $ 1,929,397 | $ 1,997,521 | $ 220,862 | $ 9,153,543 |
| Manufacturing Facility General and Utility COGS | $ - | $ 455,172 | $ 854,920 | $ 952,952 | $ 873,633 | $ 904,147 | $ 99,796 | $ 4,140,620 |
| **Total Cost of Goods Sold** | **$ 190,919** | **$ 4,135,409** | **$ 5,637,885** | **$ 6,109,495** | **$ 6,018,477** | **$ 6,296,573** | **$ 608,753** | **$ 28,997,512** |
| | | | | | | | | |
| **Gross Profit** | **$ (190,919)** | **$ 976,218** | **$ 4,729,444** | **$ 5,574,862** | **$ 7,050,734** | **$ 8,839,183** | **$ 647,995** | **$ 27,627,519** |
| *Gross Margin* | - | *19.1%* | *45.6%* | *47.7%* | *53.9%* | *58.4%* | *51.6%* | *48.8%* |
| | | | | | | | | |
| **Selling, General, and Administrative Expenses** | | | | | | | | |
| Total Administrative and Retail Store Staff Labor Co | $ 339,629 | $ 1,637,764 | $ 1,723,028 | $ 1,809,179 | $ 1,899,638 | $ 1,994,620 | $ 172,535 | $ 9,576,393 |
| Cultivation Facility General and Utility Expenses | $ 50,224 | $ 380,201 | $ 424,886 | $ 445,130 | $ 466,387 | $ 488,706 | $ 39,214 | $ 2,294,749 |
| Manufacturing Facility General and Utility Expenses | $ 15,000 | $ 24,000 | $ 27,550 | $ 28,178 | $ 28,836 | $ 29,528 | $ 1,216 | $ 154,308 |
| Retail Store Facility General and Utility Expenses | $ 100,000 | $ 816,317 | $ 857,383 | $ 897,753 | $ 940,140 | $ 984,647 | $ 78,198 | $ 4,674,438 |
| SGA Contingency | $ 8,261 | $ 61,026 | $ 65,491 | $ 68,553 | $ 71,768 | $ 75,144 | $ 5,931 | $ 356,175 |
| **Total Sales, General, and Administrative Expenses** | **$ 513,114** | **$ 2,919,308** | **$ 3,098,338** | **$ 3,248,792** | **$ 3,406,770** | **$ 3,572,646** | **$ 297,094** | **$ 17,056,062** |
| | | | | | | | | |
| **EBITDA** | **$ (704,033)** | **$ (1,943,090)** | **$ 1,631,106** | **$ 2,326,070** | **$ 3,643,965** | **$ 5,266,537** | **$ 350,901** | **$ 10,571,457** |
| *EBITDA Margin* | - | *-38.01%* | *15.73%* | *19.91%* | *27.88%* | *34.80%* | *27.92%* | *18.67%* |
| | | | | | | | | |
| **Charitable Contributions 2% of EBITDA (min $10,0** | **$ -** | **$ 10,000** | **$ 32,622** | **$ 46,521** | **$ 72,879** | **$ 105,331** | **$ 10,000** | **$ 277,354** |

***Alabama Medical Annual Profit & Loss Statement - Calendar Year***

*Southeast Cannabis Company*

| Year | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | Total 2022-2028 |
|---|---|---|---|---|---|---|---|
| **Gross Revenue** | | | | | | | |
| Total Wholesale Sales of Bulk Products | $ 4,003 | $ 272,990 | $ 343,884 | $ 352,291 | $ 1,028,468 | $ 1,181,221 | $ 3,182,856 |
| Total Wholesale Sales of Finished Products | $ - | $ 1,464,817 | $ 3,149,102 | $ 3,138,919 | $ 3,109,325 | $ 3,694,008 | $ 14,556,171 |
| Total Retail Sales of Medical Finished Products | $ - | $ 4,151,162 | $ 7,041,070 | $ 8,248,905 | $ 9,118,039 | $ 10,326,827 | $ 38,886,003 |
| *Gelatinous Cube* | *$ -* | *$ 2,015,127* | *$ 3,417,995* | *$ 4,004,323* | *$ 4,426,233* | *$ 5,013,023* | *$ 18,876,701* |
| *Capsules* | *$ -* | *$ 806,051* | *$ 1,367,198* | *$ 1,601,729* | *$ 1,770,493* | *$ 2,005,209* | *$ 7,550,680* |
| *Tinctures* | *$ -* | *$ 403,025* | *$ 683,599* | *$ 800,865* | *$ 885,247* | *$ 1,002,605* | *$ 3,775,340* |
| *Nebulizer and Liquid Inhaler* | *$ -* | *$ 403,025* | *$ 683,599* | *$ 800,865* | *$ 885,247* | *$ 1,002,605* | *$ 3,775,340* |
| *Transdermal Products* | *$ -* | *$ 201,513* | *$ 341,800* | *$ 400,432* | *$ 442,623* | *$ 501,302* | *$ 1,887,670* |
| *Topical Products* | *$ -* | *$ 201,513* | *$ 341,800* | *$ 400,432* | *$ 442,623* | *$ 501,302* | *$ 1,887,670* |
| *Other Accessories* | *$ -* | *$ 120,908* | *$ 205,080* | *$ 240,259* | *$ 265,574* | *$ 300,781* | *$ 1,132,602* |
| **Total Gross Revenue** | **$ 4,003** | **$ 5,888,968** | **$ 10,534,056** | **$ 11,740,115** | **$ 13,255,832** | **$ 15,202,057** | **$ 56,625,031** |
| | | | | | | | |
| **Cost of Good Sold** | | | | | | | |
| Wholesale Product Costs for Medical Store Sales | $ 81,810 | $ 514,917 | $ 101,337 | $ 115,710 | $ 136,775 | $ 164,343 | $ 1,114,893 |
| Total Cultivation Staff Labor Costs | $ 264,618 | $ 1,157,167 | $ 1,215,025 | $ 1,275,777 | $ 1,339,565 | $ 1,406,544 | $ 6,658,696 |
| Cultivation Facility Supplies | $ 1,271 | $ 33,100 | $ 50,451 | $ 52,973 | $ 55,622 | $ 58,403 | $ 251,820 |
| Cultivation Facility General and Utility COGS | $ 5,436 | $ 597,858 | $ 637,745 | $ 669,769 | $ 700,585 | $ 735,751 | $ 3,347,144 |
| Total Manufacturing Staff Labor Costs | $ - | $ 441,045 | $ 902,468 | $ 947,592 | $ 994,971 | $ 1,044,720 | $ 4,330,796 |
| Manufacturing Supplies | $ - | $ 1,120,970 | $ 1,997,227 | $ 2,107,785 | $ 1,812,047 | $ 2,115,514 | $ 9,153,543 |
| Manufacturing Facility General and Utility COGS | $ - | $ 506,247 | $ 903,145 | $ 953,109 | $ 820,942 | $ 957,178 | $ 4,140,620 |
| **Total Cost of Goods Sold** | **$ 353,135** | **$ 4,371,305** | **$ 5,807,397** | **$ 6,122,714** | **$ 5,860,508** | **$ 6,482,452** | **$ 28,997,512** |
| | | | | | | | |
| **Gross Profit** | **$ (349,132)** | **$ 1,517,664** | **$ 4,726,659** | **$ 5,617,401** | **$ 7,395,324** | **$ 8,719,605** | **$ 27,627,519** |
| *Gross Margin* | - | *25.8%* | *44.9%* | *47.8%* | *55.8%* | *57.4%* | *48.8%* |
| | | | | | | | |
| **Selling, General, and Administrative Expenses** | | | | | | | |
| Total Administrative and Retail Store Staff Labor Costs | $ 471,600 | $ 1,647,738 | $ 1,730,125 | $ 1,816,631 | $ 1,907,463 | $ 2,002,836 | $ 9,576,393 |
| Cultivation Facility General and Utility Expenses | $ 55,545 | $ 407,142 | $ 426,499 | $ 446,824 | $ 468,165 | $ 490,574 | $ 2,294,749 |
| Manufacturing Facility General and Utility Expenses | $ 15,000 | $ 25,000 | $ 27,600 | $ 28,230 | $ 28,892 | $ 29,586 | $ 154,308 |
| Retail Store Facility General and Utility Expenses | $ 158,651 | $ 822,000 | $ 860,600 | $ 901,130 | $ 943,687 | $ 988,371 | $ 4,674,438 |
| SGA Contingency | $ 11,460 | $ 62,707 | $ 65,735 | $ 68,809 | $ 72,037 | $ 75,427 | $ 356,175 |
| **Total Sales, General, and Administrative Expenses** | **$ 712,255** | **$ 2,964,587** | **$ 3,110,559** | **$ 3,261,625** | **$ 3,420,243** | **$ 3,586,793** | **$ 17,056,062** |
| | | | | | | | |
| **EBITDA** | **$ (1,061,387)** | **$ (1,446,924)** | **$ 1,616,100** | **$ 2,355,776** | **$ 3,975,081** | **$ 5,132,812** | **$ 10,571,457** |
| *EBITDA Margin* | - | *-24.57%* | *15.34%* | *20.07%* | *29.99%* | *33.76%* | *18.67%* |
| | | | | | | | |
| **Charitable Contributions 2% of EBITDA** *(min $10,000 based on Operational Year)* | **$ 833** | **$ 11,885** | **$ 33,780** | **$ 48,718** | **$ 75,584** | **$ 97,387** | **$ 268,187** |

## 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.

### Summary of Statement of Cash Flow

SCC's team has prepared an extensive cash flow statement that summarizes the movement of cash and cash equivalents that come in and out of our operations. These statements reflect our efficient cash management and demonstrates our ability to reliably generate cash to sustain business operations.

We anticipate exceeding $1,272,565 in total positive net cash flows from operations by the end of our third full operational year in 2026. We believe that a combination of location accessibility, effective patient-focused care, and availability of reliable, high-quality

products will result in registered patients selecting SCC for their Medical Cannabis fulfillment. The SCC cash flow summary is included below.

Cash Flow Documentation

***Southeast Cannabis Company Cash Flow Statement***

*Southeast Cannabis Company*

**Cash Flow Statement**

| | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 |
|---|---|---|---|---|---|---|
| **Cash Flow from Operating Activities** | | | | | | |
| Net Income (loss) | $ - | $ (1,189,799) | $(2,384,032) | $ 29,046 | $ 613,726 | $ 1,993,433 |
| **Net cash provided by (used in) operating activities** | **$ -** | **$ (1,189,799)** | **$(2,384,032)** | **$ 29,046** | **$ 613,726** | **$ 1,993,433** |
| **Cash Flow from Investing Activities** | | | | | | |
| Capital Expenditures - Total Cultivation Facility Capital Expenditures | $ - | (6,872,973) | - | - | - | - |
| Capital Expenditures - Total Manufacturing Facility Capital Expenditures | $ - | - | (612,851) | - | - | - |
| Capital Expenditures - Total Combined Store Capital Expenditures | $ - | (1,847,560) | - | - | - | - |
| **Net cash (used in) investing activities** | - | **(8,720,533)** | **(612,851)** | - | - | - |
| **Cash Flow from Financing Activities** | | | | | | |
| Long-term debt proceeds | $ - | 6,000,000 | 3,000,000 | - | - | - |
| Long-term debt payments | $ - | (67,398) | (336,990) | (404,388) | (654,217) | (1,653,531) |
| Paid in Capital | $ - | 6,000,000 | - | - | - | - |
| Investor Payments | $ - | - | - | - | - | - |
| **Net cash provided by (used in) financing activities** | **$ -** | **$ 11,932,602** | **$ 2,663,010** | **$ (404,388)** | **$ (654,217)** | **$ (1,653,531)** |
| **Net increase (decrease) in cash** | **$ -** | **$ 2,022,270** | **$ (333,872)** | **$ (375,342)** | **$ (40,490)** | **$ 339,902** |
| Cash - beginning of period | $ - | $ - | $ 2,022,270 | $ 1,688,398 | $ 1,313,055 | $ 1,272,565 |
| **Cash - end of period** | **$ -** | **$ 2,022,270** | **$ 1,688,398** | **$ 1,313,055** | **$ 1,272,565** | **$ 1,612,467** |

## Conclusion

The above financial statements and projections are built upon the strong foundation of our financial team's collective decades of experience founding, funding, operating, and growing Medical Cannabis businesses throughout the country. We have thoughtfully considered every aspect of our proposed business operations and are confident in our ability to build SCC into a premier provider of Medical Cannabis that first and foremost strives to bring patients of Alabama best-in-class products that are effectively able to treat their qualifying conditions.

**This Exhibit 9 complies with:** Ala. Admin Code r. 538-x-3-.05(m)(8)(i)-(iii).

# 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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **Verification Date** |

**Exhibit 10 – Tax Plan**

*Satisfaction of Plan: Complete*

SCC's verified Tax Plan demonstrates an understanding of, and plans for compliance with, all applicable tax laws, including but not limited to providing all information required for purposes of the taxes levied by Chapter 2A of Title 20, Code of Alabama 1975 (as amended), and payment of the same.

**Executive Summary**

Southeast Cannabis Company, LLC ("SCC") is led by an executive management team with extensive experience at the helm of successful businesses in the regulated medical cannabis industry and other highly regulated sectors. Our team has a demonstrated track record of maintaining strict adherence to fiduciary chain of custody and tax compliance obligations, which makes us uniquely suited to ensure compliance with all local, state, and federal tax obligations. Our plan for tax compliance reflects the same exemplary performance exhibited in the team's other ventures. Tax oversight at SCC's Integrated Facility will be managed by Chief Financial Officer ("CFO") Scott Ogur, who has a spotless track record of compliance with financial regulations and complex tax reporting in environments ranging from Fortune 100 banks to start-ups, and Chief Compliance Officer ("CCO") C.J. Chapman, an attorney specializing in cannabis law and operations who has held a variety of governance roles requiring strict compliance with tax laws. They will be supported by our accomplished financial advisor, Kevin Murphy. As the founder, CEO, and President of Acreage Holdings, Mr. Murphy oversaw that company's growth from an investor in a singular license in Maine to one of the world's standard bearers for the nascent legal cannabis industry, giving him unmatched experience in financial oversight for businesses of all sizes.

Our CFO will put together a highly qualified accounting team, including engagement with certified public accountants when necessary to properly track all transactions, ensure the transactions include all applicable taxes, and ensure such taxes are remitted to the applicable government authorities in a timely manner. We will also leverage Dutchie, a nationally recognized seed-to-sale tracking software, for inventory management, compliance tracking, and detailed reporting capabilities so that all transactions, including applicable taxes, are legally and accurately recorded. The combined depth of expertise of our

CFO, CCO, and financial advisor, together with first-class technology and a fully staffed accounting team, will guide SCC's best-in-class standard operating procedures, which will yield strict adherence to federal, state, and local tax requirements to ensure the continued solvency of the company.

**SCC's Tax Plan and Tax Compliance**

SCC will ensure all required taxes assessed, whether at the federal, state, or local level, are properly and accurately allocated in accordance with Section 20-2A-80 of the Code of Alabama and remitted on a timely basis before the deadlines prescribed under Title 40 of the Code of Alabama and other applicable laws.

We will implement a best-in-class integrated seed-to-sale tracking software specifically designed to support our vertical operations. Our seed-to-sale software will track inventory, sales, and purchases, including all applicable taxes so that all transactions are legally and accurately recorded, and values are calculated. In addition, our chosen seed-to-sale software will prohibit the use of software or other methods to manipulate or alter sales data. The accounting team will reconcile the reports from our seed-to-sale tracking software with our general accounting ledger monthly, ensuring that the books and records of the company are only closed once we are in balance. Additionally, the accounting team will either file all reports and tax returns required or shall oversee a third-party firm to accurately and timely file all reports and tax returns. SCC's business and financial records will be maintained such that the Commission will be able to audit and examine SCC's records to ensure compliance with Alabama's tax laws.

SCC will also develop, implement, and maintain, on the premises, a comprehensive standard operating procedure ("SOP") for accurate accounting maintained by standards of generally accepted accounting principles and compliance with tax reporting requirements for local, state, and federal taxes. SCC will ensure that the operations manual is available for inspection by the Commission. This SOP shall include the following:

- Compliance with all tax reporting requirements set forth by the IRS.
- Registration for tax purposes with the ALDOR.
- Collection of Medical Cannabis tax from consumers as required by law.

- Collection of all sales tax, use tax, or other taxes imposed by the municipality in which SCC operates. This includes sales between Medical Cannabis licensees, sales of cannabis, sales of Medical Cannabis, or any combination thereof.
- Procedures for keeping written business records, including assets and liabilities, sales records, and books of account available for inspection by the Commission.

**Procedures for Collecting and Remitting Required Taxes**

SCC's executive team and accounting teams will ensure the proper collection and remittance of taxes on all taxable products sold, the annual privilege tax, and other required taxes.

Collection of Sales and Excise Tax

At our Dispensing Sites, one of our experienced Certified Dispensers, or an SCC employee acting under the supervision of our Certified Dispensers, will ensure the correct amount of tax is levied against each sale of Medical Cannabis. Applicable tax rates will be pre-programmed into the POS to ensure taxes are collected as required by any local, state, or federal agency, including a nine percent (9%) gross proceeds tax on Medical Cannabis. SCC will provide each purchaser with a receipt displaying the excise tax separately from the listed, advertised, or marked price or other discounts and will always include a statement that reads: "The cannabis excise taxes are included in the total gross amount of this sale."

Collection of Annual Medical Cannabis Business Privilege Tax

In addition to all transaction-based and income-based taxes, SCC will remit timely payment of the annual Medical Cannabis privilege tax to ALDOR for the privilege of doing business in Alabama. The Medical Cannabis business privilege tax will be calculated based on SCC's net worth in Alabama, as defined in the Code of Alabama, for the applicable taxable year. SCC's net worth will be calculated in accordance with Chapter 14A of Title 40 of the Code of Alabama and in the same manner as required for apportioning income for the purposes of income tax.

Additional Tax Obligations

In addition to applicable local and state medical cannabis tax and business privilege tax, SCC will ensure proper collection and remittance of sales and use tax, as applicable, as well as payroll tax. SCC will employ an experienced third-party payroll processing firm that

will calculate, withhold, and remit all payroll taxes to the state (and federal and municipal) taxing authorities accurately and in a timely manner, along with the filing of all required payroll tax returns.

**Reporting and Remittance of Taxes**

As required by law, SCC will submit its annual return for taxes due pursuant to the Medical Cannabis program no later than the due date for the corresponding federal income tax return. SCC's initial return for tax on retail sales of Medical Cannabis and the annual Medical Cannabis business privilege tax will be filed no later than two and one-half months after SCC is awarded its license to conduct business in Alabama. The annual Medical Cannabis business privilege tax will be reported by using the designated filing form and following the instructions provided by ALDOR. SCC understands that failure to receive a form from ALDOR will not relieve SCC from submitting the amount due as reported and that ALDOR may compute and assess additional amounts due pursuant to § 20-2A-80(b)(5). SCC will monitor all regulations released by ALDOR that impact our operations in Alabama and comply with same.

SCC will strictly adhere to all tax reporting and remittance deadlines. If there is ever a dispute, complaint, or notice of delinquency regarding the payment of any tax required under federal, state, or local law concerning SCC, its affiliates, subsidiaries, parent corporations, owners, board members, and members, SCC will promptly notify the Commission and provide details as requested.

**SCC's Recordkeeping and Ongoing Compliance Plan**

With the strict oversight of our executive and accounting teams, SCC will maintain all required financial records and reports securely onsite and, as required, on a secured cloud storage server, for a minimum of six years unless otherwise noted. All financial records will be maintained in accordance with generally accepted accounting principles. All business records will be available for inspection and examination by the Commission upon request, which will include manual or computerized records of:

- Demonstrated compliance with all applicable local, state, and federal tax laws, including SCC's verified tax plan and written SOPs for accurate recordkeeping.

- Detailed financial records as required by the Commission or ALDOR that outline SCC's year-end financials and projections, assets and liabilities, and cash flow, including a verified current financial statement or pro forma covering the following items: year-end financial statements and year-end projections of the same items over the last five (5) years, as applicable; balance sheet report detailing the value of assets, liabilities, and equity at commencement or for projections as of December 31 of each year, and salary and wages paid to each employee. A financial audit conducted by an independent CPA will be submitted annually upon request.
- Profit and loss reports, summarizing income, expenses, and net profit from the date of inception and as projected over each calendar year.
- Tax records, including tax payments, tax correspondence, depreciation schedules, FICA/Income tax withholding, income tax returns, payroll tax returns, and sales tax returns.
- Continued verification that neither SCC nor its affiliates or interest holders are delinquent in any required tax payment or are otherwise involved in any type of dispute concerning the payment of any federal, state, or local tax.

SCC will stay informed and proactive in monitoring changes to tax laws to ensure that any changes to the cannabis or other tax law on the local, state, or federal level are timely communicated to the accounting staff, and any changes to calculations, rates, filing procedures/obligations, and remittance procedures/obligations are incorporated into SCC's policies and procedures.

This Exhibit 10 Complies with: Ala. Admin. Code. r. 80-14-1-.17, 538-x-3-.05(3)(m)(8)(a)-(c), 538-x-3-.05(3)(m)(9), 538-x-3-.11(2), 538-x-4-.05(1), 538-x-4-.07(5), 538-x-4-.07(12)(h)-(i), 583-x-8-.03(8), 538-x-8-.05(3)(h); Darren Wesley 'Ato" Hall Compassion Act § 20-2A-52(a)(7), § 20-2A-55(d), §20-2A-80; and § 40-14A-22, § 40-14A-23

Verified By: Oliver Washington IV

Oliver Washington IV, 12/21/22

# 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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **Verification Date** |

**Exhibit 11 – Business Formation Documents**

*Satisfaction of Plan: Complete*

**Executive Summary**

Per Ala. Admin. Code r. 538-x-3-.05(3)(m)(3) (2022), the attached comprise Southeast Cannabis Company, LLC's ("SCC") business formation documents, consisting of (i) a certified copy of SCC's Certificate of Formation indicating that SCC's Articles of Formation were received and filed with the Secretary of State of Alabama ("SoC") on April 25, 2022, and signed and sealed by the SoC on December 8, 2022; (ii) SCC's Employer Identification Number ("EIN") Confirmation Letter from the Department of the Treasury Internal Revenue Service ("IRS"); and (iii) SCC's Amended and Restated Operating Agreement, dated December 1, 2022. These formation documents demonstrate SCC's status is valid and in good standing.

**Certificate of Formation**

The certified Certificate of Formation certifies that SCC was formed by filing Articles of Formation with the SoC on April 25, 2022, in accordance with Section 10A-5A-2.01 of the Code of Alabama 1975. SCC is in good standing.

**EIN Confirmation**

SCC received its EIN from the IRS on September 7, 2022. SCC's EIN is 88-4069407.

**Operating Agreement**

SCC's Amended and Restated Operating Agreement is dated December 1, 2022. It has been duly executed by all members, which consist of (i) Oliver Washington IV, who owns 51% of SCC; and (ii) OGC Holdings, LLC, which owns 49% of SCC. Mr. Washington is a Resident, as defined by Ala. Admin. Code r. 538-x-1-.04(51)(a) (2022), as he is domiciled in the State of Alabama. Mr. Washington is also a member of a minority group, as defined in § 20-2A-51(b) of the Code of Alabama 1975. Mr. Washington is SCC's majority owner and sole manager, giving him control over the business. SCC's Amended and Restated Operating

Agreement meets the requirements of Ala. Admin. Code r. 538-x-3-.05(3)(m)(16)(n) (2022) and Ala. Admin. Code r. 538-x-3-.11(4) (2022).

**Table of Contents**

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 Southeast Cannabis Company, LLC, as received and filed in the Office of the Secretary of State on 04/25/2022.

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

12/08/2022

Date

John H. Merrill

John H. Merrill Secretary of State

20221208000016150

**STATE OF ALABAMA**

License Type: Integrated Facility

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

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

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

   Southeast Cannabis Company, LLC

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

3. The name of the registered agent (only one agent): Oliver Washington IV

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

   11740 Bellingrath Road Theodore, AL 36582

   *COUNTY of above address: MOBILE

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

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

**(For SOS Office Use Only)**

Alabama
Sec. Of State

001-016-267 DLL

| | |
|---|---|
| Date | 04/25/2022 |
| Time | 11:07:00 |
| File | $100.00 |
| County | $100.00 |
| | --- |
| Total | $200.00 |

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

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

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

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

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

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 4 / 25 / 2022 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 11 : 7 ◉ AM or ◯ PM. (cannot be noon or midnight – 12:00)

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

4 / 25 / 2022
Date (MM/DD/YYYY)

Brian K. Smithweck
Signature as required by 10A-5A-2.04

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

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

John H. Merrill
Secretary of State

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

# STATE OF ALABAMA

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

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

**Southeast Cannabis Company, LLC**

This name reservation is for the exclusive use of Adams and Reese LLP, 11 N Water St, Ste 23200 , Mobile, AL 36602 for a period of one year beginning February 08, 2022 and expiring February 08, 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.**

February 08, 2022

**Date**

**John H. Merrill** **Secretary of State**

RES001967

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 09-07-2022

Employer Identification Number:
88-4069407

Form: SS-4

Number of this notice: CP 575 G

SOUTHEAST CANNABIS COMPANY LLC
GEORGE RADCLIFF SOLE MBR
11740 BELLINGRATH RD
THEODORE, AL 36582

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-4069407. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

(IRS USE ONLY) 575G 09-07-2022 SOUT O 9999999999 SS-4

**IMPORTANT REMINDERS**:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is SOUT. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records. CP 575 G (Rev. 7-2007)

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Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 G

9999999999

Your Telephone Number
( ) -
_____

Best Time to Call
_____

DATE OF THIS NOTICE: 09-07-2022
EMPLOYER IDENTIFICATION NUMBER: 88-4069407
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

SOUTHEAST CANNABIS COMPANY LLC
GEORGE RADCLIFF SOLE MBR
11740 BELLINGRATH RD
THEODORE, AL 36582

# AMENDED AND RESTATED OPERATING AGREEMENT OF SOUTHEAST CANNABIS COMPANY, LLC

This Amended and Restated Operating Agreement (the "**Agreement**") of Southeast Cannabis Company, LLC, an Alabama limited liability company (the "**Company**"), is entered into as of December _1_, 2022, by and among OGC Holdings, LLC, an Alabama limited liability company ("**OGC**"), and Oliver Washington IV (the "**MG Member**") and each other Person who, after the date hereof, becomes a Member of the Company in accordance with the terms of this Agreement (each a "**Member**" and collectively, the "**Members**"), pursuant to the Alabama Business and Nonprofit Entities Code and the Alabama Limited Liability Company Law of 2014 (collectively the "**Act**"). Unless otherwise noted, capitalized terms used in this Agreement have the meanings ascribed herein, as more fully set forth in ARTICLE XI

## ARTICLE I
### Organizational Matters

**Section 1.01** Name. The name of the Company is Southeast Cannabis Company, LLC.

**Section 1.02** Principal Office. The principal office of the Company is located at 11740 Bellingrath Rd. Theodore, AL 36582 or such other location as may from time to time be determined by the Manager (as defined in Section 10.01). The Manager shall give prompt notice of any such change to each of the Members.

**Section 1.03** Office and Agent for Service of Process. The office for service of process on the Company and the agent for service of process on the Company in the State of Alabama shall be the office of the initial agent and the initial agent, respectively, named in the Certificate of Formation or such other office (which need not be a place of business of the Company) or such other Person or Persons as the Manager may designate from time to time in the manner provided by the Act and Applicable Law.

**Section 1.04** Purpose; Powers; Operating Agreement.

(a) The purpose of the Company is to develop and operate a cannabis business licensed in accordance with §20-2A-22, Code of Alabama 1975 (as amended) (the "**Code**"), the Alabama Medical Cannabis Commission Rules and Regulations (the "**Regulations**") and all other applicable statutes, laws, regulations and guidelines, including without limitation, 538-x-3-.05(3)(n) (the "**Minority Group Requirements**"), and to engage in any lawful act or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental thereto.

(b) The Company shall have all the powers necessary or convenient to carry out the purposes for which it is organized, including the powers granted by the Act.

(c) This Agreement shall constitute the "operating agreement" (as that term is used in Act) of the Company. The rights, powers, duties, obligations, and liabilities of the Members shall be determined pursuant to the Act.

(d) To the extent that the rights, powers, duties, obligations, and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the Minority Group Requirement in the absence of such provision, the Minority Group Requirement shall, to the extent permitted by the Act and this Agreement, control.

**Section 1.05** Term. The term of the Company commenced on the date the certificate of formation of the Company (the "**Certificate of Formation**") were filed with the Secretary of State of the State of Alabama and shall continue in existence perpetually until the Company is dissolved in accordance with the provisions of this Agreement or as provided by law.

## ARTICLE II
## Members

**Section 2.01** Members. The names, business, residence, or mailing address, email address, and facsimile number, if any, Capital Contributions, and Membership Interests of the Members are set out on Schedule I attached hereto (the "**Members Schedule**") as of the date hereof. The Manager shall update the Members Schedule on the issuance or Transfer of any Membership Interests to any new or existing Member in accordance with this Agreement.

**Section 2.02** Line of Credit; Capital Contributions.

(a) Line of Credit for Pre- and Post-operational Expenses. The Company will arrange for OGC LLC or an appointee thereof to provide a loan which shall pay for or otherwise satisfy all pre- and post-operational expenses and initial working capital to be used for tenant improvements, licensing costs, inventory purchases, payroll and other employment expenses, lease payments and all other capital expenditures, costs and expenses, necessary for the Company to open for business to the public and for post-opening operational costs relating to the Company's ongoing operations. All such expenditures shall be structured and accounted for under a revolving line of credit facility (the "**Line of Credit**").

(b) Capital Contributions. No Member shall be required to make any Capital Contributions to the Company unless otherwise set forth in Exhibit A and agreed by all Members.

**Section 2.03** Admission of Additional Members. In order for any Person not already a Member of the Company to be admitted as a Member, whether pursuant to an issuance or a Transfer (including a Permitted Transfer) of Membership Interests, such admission shall be subject to the approval of the Members in accordance with Sections 2.06(g) or 2.07, the terms set forth in this Agreement and upon obtaining any required approvals as set forth herein, this Agreement shall be amended and restated to reflect the admission of such Person, who shall be a party hereto. Upon the amendment of this Agreement and the satisfaction of any other applicable conditions, including (without limitation) the receipt by the Company of payment for the issuance of Membership Interests, and, if such Person is a natural person who has a Spouse, an executed written undertaking substantially in the form of any applicable Spousal consent, such Person shall be admitted as a Member, shall be a party hereto, shall be deemed listed as such on the books and records of the Company, and thereupon shall be issued his, her or its Membership Interests. Notwithstanding anything herein to the contrary, no Additional Member shall be admitted as a Member if the addition of such Member would diminish the MG Member's Membership Interests such that the Company would no longer comply with the Minority Group Requirements.

**Section 2.04** Dissociation; Death. A Member may dissociate at any time by providing written notice of dissociation to the Company and all other Members at least thirty (30) calendar days before the effective date of dissociation stated in the notice; provided, such Member's dissociation would not be reasonably likely to cause, (i) any Permits of the Company to be lost, rejected, rescinded, suspended, revoked, not renewed or not reinstated or (ii) the Company to become noncompliant with the Minority Group Requirements. The dissociation will be effective when the Company receives the notice, or if such Member specifies a later date, then on such later date. As soon as any Member ceases to hold any

Membership Interests, such Person shall no longer be a Member. Any Member who wrongfully dissociates shall be liable to the Company and the other Members for damages caused by the dissociation. A Member who dissociates must divest its entire Membership Interest before the effective date of dissociation in accordance with this Agreement and Applicable Law. As soon as any Member ceases to hold any Membership Interests, such Person shall no longer be a Member. In the event of the death of a Member, the Company and its business shall be continued by the remaining Member or Members, subject to Section 9.01(d).

**Section 2.05** Certification.

(a) The Manager shall not issue certificates evidencing the Membership Interests.

(b) UCC Article 8 Opt-In. The Membership Interests shall be considered a "security" as defined in Article 8 of the UCC, and this statement shall constitute an express provision that each such Membership Interest is a security governed by Article 8 of the UCC, solely for the purposes of establishing the applicability thereto of the provisions of Article 8 governing securities.

**Section 2.06** Meetings.

(a) Meetings of the Members may be called by (i) the Manager or (ii) a Member or group of Members holding more than 20% of the Membership Interests.

(b) Written notice stating the place, date, and time of the meeting, the means of electronic video screen communication or transmission, if any, and describing the purposes for which the meeting is called, shall be delivered not fewer than ten (10) days and not more than sixty (60) days before the date of the meeting to each Member, by or at the direction of the Manager or the Member(s) calling the meeting, as the case may be. The business to be conducted at such meeting shall be limited to the purposes described in the notice. The Members may hold meetings at the Company's principal office or at such other place, within or outside the State of Alabama, as the Manager or the Member(s) calling the meeting may designate in the notice for such meeting.

(c) Any Member may participate in a meeting of the Members (i) using conference telephone or electronic video screen communication, if all Persons participating in the meeting can talk to and hear each other or (ii) by Electronic Transmission by or to the Company if the Company (A) implements reasonable measures to provide Members, in person or by proxy, a reasonable opportunity to participate and vote, including an opportunity to read or hear the meeting's proceedings substantially concurrently with the proceedings and (B) maintains a record of votes or other action taken by the Members. Participation in a meeting by such means shall constitute presence in person at such meeting.

(d) On any matter that is to be voted on by the Members, a Member may vote in person or by proxy, and such proxy may be granted in writing signed by such Member, using Electronic Transmission authorized by such Member or as otherwise permitted by Applicable Law. Every proxy shall be revocable in the discretion of the Member executing it unless otherwise provided in such proxy; provided, that such right to revocation shall not invalidate or otherwise affect actions taken under such proxy prior to such revocation.

(e) Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(f) A quorum of any meeting of the Members shall require the presence, whether in person or by proxy, of the Members holding at least 52% of the Membership Interests. Subject to Section 2.07, no action may be taken by the Members unless the appropriate quorum is present at a meeting.

(g) Subject to Section 2.07, Section 12.08, and any other provision of this Agreement or the Act requiring the vote, consent, or approval of a different percentage of the Membership Interests, no action may be taken by the Members at any meeting at which a quorum is present without the affirmative vote of the Members holding at least 52% of the Membership Interests.

**Section 2.07** Action Without Meeting. Notwithstanding the provisions of Section 2.06, any matter that is to be voted on, consented to, or approved by the Members may be taken without a meeting, without prior notice and without a vote if a written consent is signed and delivered (including by Electronic Transmission) to the Company within 60 days of the record date for that action by all Members of the Company. A record shall be maintained by the Manager of each such action taken by written consent of all the Members.

## ARTICLE III
## Management

**Section 3.01** Management of the Company. The Members mutually agree that the day-to-day affairs of Company shall be managed by the Manager; provided, at any time the Manager is not directly in charge of a day-to-day operation, the MG Member shall be fully informed and given access to all information concerning the Normal Course of Business and shall have the right to restrict any acts proposed to be taken in the Normal Course of Business consistent with the requirements of the Minority Group Requirements. The initial Manager of the Company shall be Oliver Washington IV.

(a) Funds of the Company may be deposited in such checking accounts or savings accounts, or invested in certificates of deposit, money market funds or other securities, with such institutions and on such terms as the Manager shall designate. Checks or withdrawals from any such accounts, or the liquidation of any such investments or securities, may be made for any proper purpose of the Company, upon such signatures and other instructions as the Manager may designate.

**Section 3.02** Removal of the Manager. The Manager may be removed (a) at any time, without cause, by the affirmative vote of all Disinterested Members, either at a meeting or by written consent, or (b) for cause upon the affirmative vote of a majority of the Disinterested Members of the Membership Interests. For purpose of this Section, "cause" shall mean conviction of a felony affecting the authorization of the business, the commission or omission of any act which jeopardizes the Company's state or local licensure, the commission of any act of fraud, gross negligence, willful misconduct, breach of fiduciary duty, or embezzlement against the Company, or a material breach of the Manager's obligations under this Agreement that is not cured within the applicable time period following notice of such breach.

**Section 3.03** Actions Requiring Approval of Members. For so long as the MG Member is a Member, the Company and Manager shall not have the authority to do or take any of the following actions ("**Major Decisions**") without the written approval of the Members holding 75% of the Membership Interests:

(a) Amend, modify, or waive any provisions of the Certificate of Formation or this Agreement;

(b) Issue additional Membership Interests, or, except in connection with a Transfer of Membership Interests that complies with the applicable provisions of this Agreement, admit additional Members to the Company.

(c) Declare or pay any distributions;

(d) Incur or guarantee (i) any related-party indebtedness; or (ii) any third-party debt for an amount greater than $100,000;

(e) Take any action that could result in a liquidation event, the sale, transfer or license of a material part of the Company, or the sale, lease transfer or license or other disposition of a substantial portion of Company assets outside the ordinary course of business as conducted on the basis of past practice;

(f) The sale or exchange of all or substantially all of the assets of the Company;

(g) Engage in any transaction materially outside of the Company's ordinary course of business with any affiliated or related party;

(h) Effect a sale of the Company

(i) Refuse to enter into a consulting agreement offered to the Company;

(j) Any change in nature of the business of the Company or the entrance by the Company into any business other than the business described in Section 2;

(k) The filing by the Company of a voluntary petition for reorganization or liquidation under any federal or state law for the relief of debtors or the consent or acquiescence to the filing of any involuntary petition for liquidation or reorganization under any federal or state law for the relief of debtors; or

(l) Take any action or inaction, whether alone or in concert with any other action or inaction of the Manager or the Company, that would cause the termination, revocation, lapse, nonrenewal, suspension, amendment or modification to any of the Permits or licenses held by the Company including, but not limited to, the licenses or Permits issued by the Alabama Medical Cannabis Commission.

**Section 3.04** Compensation; No Employment. The Manager shall not be compensated for its services, but shall be reimbursed for his or her reasonable out-of-pocket expenses incurred in the performance of his or her duties as a Manager, pursuant to such policies as from time to time established by the Company. Nothing contained in this Section 3.04 shall be construed to preclude the Manager from serving for the Company in any other capacity and receiving reasonable compensation for such services.

**Section 3.05** This Agreement does not, and is not intended to, confer upon the Manager any rights with respect to continued employment by the Company, and nothing herein should be construed to have created any employment agreement with the Manager.

## ARTICLE IV
**[Reserved]**

## ARTICLE V
## Transfers

**Section 5.01** General Restrictions on Transfer.

(a) Except as permitted pursuant to Sections 5.02 through 5.06, no Member shall Transfer all or any portion of its Membership Interest in the Company, except in compliance with the terms of this Article V. No Transfer of Membership Interests to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee is admitted as a Member of the Company in accordance with Section 2.03 hereof.

(b) Notwithstanding any other provision of this Agreement (including Section 5.02-5.04), each Member agrees that it will not Transfer all or any portion of its Membership Interest in the Company, and the Company agrees that it shall not issue any Membership Interests:

(i) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of Membership Interests, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act;

(ii) if such Transfer or issuance would affect the Company's existence or qualification as a limited liability company under the Act;

(iii) if such Transfer or issuance would cause the Company to lose its then-current status for federal income tax purposes;

(iv) if such Transfer or issuance would cause the Company to be required to register as an investment company under the Investment Company Act of 1940, as amended;

(v) if such Transfer or issuance would cause the assets of the Company to be deemed "Plan Assets" as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any "prohibited transaction" thereunder involving the Company; or

(vi) if such Transfer or issuance would cause the Company to lose, or otherwise would adversely affect, the Permits or any other state or local license required for the Company's business.

(c) Any Transfer or attempted Transfer of any Membership Interest in violation of this Agreement shall be null and void, no such Transfer shall be recorded on the Company's books and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue be treated) as the owner of such Membership Interest for all purposes of this Agreement.

(d) For the avoidance of doubt, any Transfer of Membership Interests permitted by this Agreement shall be deemed a sale, transfer, assignment, or other disposal of such Membership Interests in its entirety as intended by the parties to such Transfer, and shall not be deemed a sale, transfer, assignment, or other disposal of any less than all of the rights and benefits described in the

definition of the term "Membership Interest," unless otherwise explicitly agreed to by the parties to such Transfer.

**Section 5.02** Permitted Transfers. The provisions of Section 5.04 shall not apply to any Transfer by any Member of its Membership Interests, in whole or in part, to any of the following (each, a "**Permitted Transferee**" and any such Transfer to a Permitted Transferee, a "**Permitted Transfer**"):

(a) With respect to a Member who is an entity, any parent corporation, wholly-owned subsidiary, or any Affiliate of such Member;

(b) With respect to a Member that is an individual: (i) such Member's Spouse, parent, siblings, descendants (including adoptive relationships and stepchildren), and the Spouses of each such natural person (collectively, "**Family Members**"); (ii) a trust under which the distribution of Membership Interests may be made only to such Member or any Family Member of such Member; (iii) a charitable remainder trust, the income from which will be paid to such Member during his life; (iv) a corporation, partnership, or limited liability company, the shareholders, partners, or members of which are only such Member or Family Members of such Member; or (v) to such Member's executors, administrators, testamentary trustees, legatees, or beneficiaries by will or by the laws of intestate succession; or

(c) With respect to the MG Member, to any other MG Member in accordance with the Minority Group Requirements.

**Section 5.03** Reserved.

**Section 5.04** Reserved.

**Section 5.05** Reserved.

**Section 5.06** Regulatory Redemption.

(a) The provisions of Section 5.01 shall not apply to any Transfer or redemption of any Membership Interests pursuant to this Section 5.06. Upon receipt of a notice that a Member may meet any condition to be deemed an Affected Person, the Disinterested Members, may, but are not obligated to, permit such Member a specified period of time (as determined by the Disinterested Members, as applicable, to the extent permitted by any Applicable Law (including by the Alabama Medical Cannabis Commission) to take all actions, at such Member's costs, to cure such condition. Upon the expiration of such period of time (if any) or otherwise, the Disinterested Members shall promptly make a determination regarding such Member as an Affected Person.

(b) Upon any determination that a Member is an Affected Person, the Disinterested Members may determine that the Affected Person is permitted to Transfer its Membership Interests to an individual or entity approved by the Disinterested Members (provided, however, that such Transfer is permitted by any Applicable Laws (including by the Alabama Medical Cannabis Commission)) and such Transfer otherwise complies with the provisions of this Agreement. If the Disinterested Members determine that such Affected Person shall not be permitted to Transfer its Membership Interests, such applicable Membership Interest shall be subject to redemption in accordance with Sections 5.06(c) through (i).

(c) The Membership Interests owned or controlled by an Affected Person shall be redeemable by the Company, subject to applicable law, as directed by the Alabama Medical

Cannabis Commission and, if not so directed, as and to the extent deemed necessary or advisable by the Disinterested Members, in which event the Company shall deliver a Regulatory Redemption Notice to the Affected Person and shall redeem the Membership Interests on the Regulatory Redemption Date and for the Regulatory Redemption Price set forth in the Regulatory Redemption Notice. To the extent that the redemption of less than all of the Membership Interests held by an Affected Person would address the deficiency, the Disinterested Members may determine, in their discretion, to redeem only such portion of the Membership Interests required to address the deficiency and such Membership Interests shall be selected in such manner as shall be determined by the Disinterested Members. In accordance with the requirements of the Regulatory Redemption Notice, such Affected Person shall surrender the certificate(s), if any, representing the Membership Interests and sign any documents required by the Company to redeem the Membership Interests to be so redeemed.

(d) From and after the Regulatory Redemption Date, the Membership Interests owned or controlled by the Affected Person that will be redeemed shall no longer be deemed to be outstanding, all rights of such Affected Person in such Membership Interests, other than the right to receive the Regulatory Redemption Price, shall cease and, if such Membership Interests represent all of the Membership Interests owned or controlled by the Affected Person, such Affected Person shall cease to be a member, partner or owner, as applicable, of the Company with respect to such Membership Interests.

(e) The Company may pay the Regulatory Redemption Price in any combination of cash, property or rights, as required by the Alabama Medical Cannabis Commission and, if not so required, as determined by the Disinterested Members; provided, however, that in the event the Company elects to pay all or any portion of the Regulatory Redemption Price with a promissory note, such promissory note shall be unsecured notes of the Company, shall be subordinated to all existing and future indebtedness of the Company, and shall contain such other terms and conditions as the Disinterested Members determine, in their discretion, to be necessary or advisable.

(f) Upon the redemption of the applicable Membership Interests, the Company may, subject to compliance with the provisions of this Agreement, reissue, cancel, or hold such Membership Interests.

(g) Except as required by the Alabama Medical Cannabis Commission, nothing in this Sections 5.06 shall be deemed or construed to require the Company to redeem or repurchase any Membership Interests owned or controlled by an Affected Person.

(h) The Disinterested Members shall have the exclusive right to interpret all issues arising under this Sections 5.06, and any determination of the Disinterested Members under this Section 5.06 or by the Alabama Medical Cannabis Commission (whether or not such determination is final, binding, or non-appealable) shall be final, binding and conclusive determination for all purposes of this Section 5.06. The Disinterested Members may also impose additional terms and conditions in connection with any redemption under this Section 5.06 and, from time to time, may adopt such other provisions and procedures in furtherance of this Section 5.06. In the event there are no Disinterested Members, the Company and the Affected Person jointly shall appoint an independent individual within forty-five (45) days to carry out the terms and provisions of this Section 5.06.

(i) Except as may be required by any Applicable Law or the Alabama Medical Cannabis Commission, the Disinterested Members may waive any of the rights of the Company or

any restrictions contained in this Section 5.06 in any instance in which and to the extent the Disinterested Members determine that a waiver would be in the best interests of the Company.

(j) The restrictions set forth in this Section 5.06 shall be noted conspicuously on any certificate (if any) evidencing the Membership Interests in accordance with the requirements of Applicable Law.

## ARTICLE VI
Reserved

## ARTICLE VII
**Exculpation and Indemnification**

**Section 7.01** No Personal Liability: Members; Manager.

(a) Except as otherwise provided by the Act, by Applicable Law, or expressly in this Agreement, no Member will be obligated personally for any debt, obligation, or liability of the Company or other Members, whether arising in contract, tort, or otherwise, solely by reason of being or acting as a Member.

(b) Except as otherwise provided by the Act or by Applicable Law, no Manager will be obligated personally for any debt, obligation, or liability of the Company, whether arising in contract, tort, or otherwise, solely by reason of being or acting as a Manager.

**Section 7.02** Indemnification.

(a) To the fullest extent permitted under the Act (after waiving all restrictions on indemnification under the Act, other than those which cannot be eliminated thereunder), as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution, or replacement, only to the extent that such amendment, substitution, or replacement permits the Company to provide broader indemnification rights than the Act permitted the Company to provide before such amendment, substitution, or replacement), the Company shall indemnify, hold harmless, defend, pay, and reimburse any Covered Person who was or is made a party or is threatened to be made a party to, or is involved in, any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative (hereinafter a "*Proceeding*"), or any appeal in such a Proceeding, or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he, she, or a Person of whom he or she is the legal representative, is or was a Member or Manager of the Company or while a Member or Manager of the Company is or was serving at the request of the Company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, so long as the Person is not adjudged liable for a breach of the duties set forth in this Agreement and conducted such duties in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances, shall be defended, indemnified, and held harmless by the Company *to the fullest extent permitted by the Act*, against any and all losses, claims, damages, judgments, fines, or liabilities, including reasonable legal fees or other expenses, and any amounts expended in settlement of any claims (collectively, "**Losses**") to which such Covered Person may become subject by reason of:

(i) any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company, any Member, Manager, or any of their respective direct or indirect subsidiaries in connection with the business of the Company; or

(ii) such Covered Person being or acting in connection with the business of the Company as a member, shareholder, partner, Affiliate, manager, director, officer, employee, agent, or representative of the Company, any Member, Manager, or any of their respective Affiliates, or such Covered Person serving or having served at the request of the Company as a member, manager, director, officer, employee, agent, or representative of any Person including the Company;

provided, that such Loss did not arise from (A) the Covered Person's conduct involving bad faith, willful or intentional misconduct, or a knowing violation of law, (B) a transaction from which such Covered Person derived an improper personal benefit, (C) a circumstance under which the liability provisions for improper distributions pursuant to the Act are applicable, or (D) a breach of such Covered Person's duties or obligations pursuant to the Act (taking into account any restriction, expansion, or elimination of such duties and obligations provided for in this Agreement).

(b) The Company shall promptly reimburse (or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend, or defending any claim, lawsuit, or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 7.02; provided, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this Section 7.02, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(c) The provisions of this ARTICLE VII shall survive the dissolution, liquidation, winding up and termination of the Company.

## ARTICLE VIII
### Accounting and Tax Matters

**Section 8.01** Taxation. The Members intend that the Company shall be treated as an association taxable as a corporation for U.S. federal (and applicable state and local) income tax purposes. The Managing Member shall timely execute and file, or cause to be filed, a U.S. Internal Revenue Service Form 8832 electing to classify the Company as an association taxable as a corporation pursuant to Treasury Regulations Section 301.7701-3. The Company shall not change its classification as an association taxable as a corporation for U.S. federal (and applicable state and local) income tax purposes without the prior written consent of the Managing Member.

**Section 8.02** Distributions

(a) The Manager shall make regular distributions of available cash to the Members at the times and in the aggregate amounts as required and allowed in accordance with the following proportions:

(i) 75% of all distributable cash derived from Retailer Activities shall be first applied to satisfy the Line of Credit; and

(ii) 25% of distributable cash or other property of the Company will be made to the Members, pro rata, in proportion to the percentage of Membership Interests held by each Member.

(b) After the Line of Credit is repaid, distributable cash or other property by the Company will be made to the Members, pro rata, in proportion to the percentage of Membership Interests held by each Member. Notwithstanding anything to the contrary contained herein, the Company will not make a distribution to the Member (or any additional members that may be admitted to the Company) on the account of its interest in the Company if such distribution would violate the Act.

## ARTICLE IX
### Dissolution and Liquidation

**Section 9.01** Events of Dissolution. The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events:

(a) An election to dissolve the Company made by all Members;

(b) At the election of the non-defaulting Member if a Member breaches any material covenant, duty, or obligation under this Agreement, which breach remains uncured for ninety (90) days after written notice of such breach was received by the defaulting Member;

(c) The sale, exchange, involuntary conversion, or other disposition or Transfer of all or substantially all the assets of the Company;

(d) Passage of 90 consecutive days during which the Company has no Members; provided that the Membership Interest of a natural person who is the sole Member may pass, by will or Applicable Law, to the Member's heirs, successors, or assigns pursuant to the Act; or

(e) The entry of a decree of judicial dissolution pursuant to the Act

**Section 9.02** Winding Up and Liquidation.

(a) Upon dissolution, the Company shall immediately commence to wind up its affairs in accordance with the Act and the provisions of this Article.

(b) The Manager shall act as liquidator (the "**Liquidator**"). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company's assets (including the discretion to defer the liquidation of any asset if the immediate sale of the asset would be impractical or cause undue loss to the Members) and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

**Section 9.03** Distribution of Assets. The Liquidator shall liquidate the assets of the Company and distribute the proceeds in the following order of priority, unless otherwise required by mandatory provisions of Applicable Law:

(a) First, to the payment of the Company's known debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);

(b) Second, to the establishment of and additions to reserves that are determined by the Liquidator to be reasonably necessary for any contingent unknown liabilities or obligations of the Company;

(c) Third, to the Members, on a pro rata basis according to each Member's cash Capital Contributions made to the Company.

(d) Fourth, to the Members, in accordance with Section 8.02.

**Section 9.04** Required Filings. Upon the occurrence of an event described in Section 9.01 and upon completion of the distribution of assets as provided in Section 9.03, respectively, the Liquidator shall make all necessary filings required by the Act.

## ARTICLE X
### Minority Group Requirements Compliance

The Members and Company intend that the Agreement be in compliance with the provisions Minority Group Requirements.

**Section 10.01 Membership Interest.** Unless otherwise required or permitted by the Applicable Laws, fifty one percent (51%) of the Membership Interests of the Company shall belong to a member of a minority Group, as defined in § 20-2A-51(b) of the Code of Alabama 1975 (as amended), who, unless otherwise agreed upon by the Members or permitted by Applicable Law, shall be the MG Member.

**Section 10.02 Management.** Unless otherwise required or permitted by the Applicable Laws, the MG Member shall manage and control the daily operations of the Company in accordance with 538-x-3-.05(3)(n).

## ARTICLE XI
### Definitions

**Section 11.01** Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this Section 11.01, and when not otherwise defined shall have the meanings set out in the Act:

(a) "**Affected Person**" means any Member, or any elected or appointed or current manager or officer of the Company, who either (i) in the good faith determination of the Disinterested Members, or (ii) by a determination (whether or not such determination is final, binding or non-appealable) by the Alabama Medical Cannabis Commission:

(i) has breached any Applicable Laws, the conditions of the Alabama Medical Cannabis Commission, or the conditions of any Permits;

(ii) is not suitable, eligible or otherwise qualified with respect to (1) any Permits or (2) owning or controlling any Membership Interests or its position as a manager of officer of the Company, as applicable;

(iii) fails to be found suitable, eligible or otherwise qualified with respect to (1) any Permits or (2) owning or controlling any Membership Interests or its position as a

manager of officer of the Company, as applicable pursuant to any Applicable Laws (including by the Alabama Medical Cannabis Commission); provided, however, such failure, in the good faith determination of the Disinterested Members precludes or materially delays, jeopardizes, impedes or impairs, or imposes materially burdensome terms and condition on, the ability of the Company or any of its subsidiaries to conduct the its business or to obtain, retain, renew or reinstate any Permit;

(iv) causes, or would reasonably likely to cause, any Permit to be lost, rejected, rescinded, suspended, revoked, not renewed or not reinstated by the Alabama Medical Cannabis Commission or any other applicable regulatory authority; or

(v) is otherwise reasonably likely to preclude or materially delay, jeopardize, impede or impair, or impose materially burdensome terms and conditions on, the ability of the Company or any of its subsidiaries to conduct its business or to obtain, retain, renew or reinstate any Permit.

(b) "**Affiliates**" means, with respect to any Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person. For purposes of this definition, "control" when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms "controlling" and "controlled" shall have correlative meanings.

(c) "**Applicable Law**" means all applicable provisions of (i) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations, or orders of any Governmental Authority, including without limitation, the Code, the Regulations and the Minority Group Requirements; (ii) any consents or approvals of any Governmental Authority; and (iii) any orders, decisions, advisory, or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

(d) "**Capital Contribution**" means, with respect to any Member, the amount of cash and the fair market value of other property contributed by each Member to the capital of the Company.

(e) "**Certificate of Formation**" means the certificate of formation of the Company, as they may be amended or restated from time to time.

(f) "**Covered Person**" means (i) each Member, including the Manager; (ii) each Manager, Officer, employee, agent, or representative of the Company; and (iii) each officer, director, shareholder, partner, manager, member, Affiliate, employee, agent, or representative of each Member, and each of their respective Affiliates.

(g) "**Disinterested Members**" means, with respect to any person or entity, those members of the Company that have no material direct or indirect financial interest in or with respect to such person or entity. For the avoidance of doubt, any manager of the Company that is designated to such position by any person or entity, or is an officer, director, employee or is otherwise engaged by such person or entity, shall not be deemed a Disinterested Member with respect to such person or entity.

(h) "**Electronic Transmission**" means (i) facsimile telecommunication, (ii) email, (iii) posting on an electronic message board or network that the Company has designated for communications (together with a separate notice to the recipient of the posting when the transmission is given by the Company), or (iv) other means of electronic communication where the recipient has consented to the use of the means of transmission (or, if the transmission is to the Company, the Company has placed in effect reasonable measures to verify that the sender is the member or manager purporting to send the transmission) and the communication creates a record that is capable of retention, retrieval, and review and may be rendered into clearly legible tangible form.

(i) "**Family Member**" shall have the meaning set forth in Section 5.02.

(j) "**Governmental Authority**" means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of law), or any arbitrator, court, or tribunal of competent jurisdiction.

(k) "**Lien**" means any mortgage, pledge, security interest, option, right of first offer, encumbrance, or other restriction or limitation of any nature whatsoever.

(l) "**Manager**" means any Person as may be designated or become a Manager pursuant to the terms of this Agreement. The Manager shall constitute a "manager" (as that term is defined in the Act) of the Company.

(m) "**Marital Relationship**" means a civil union, domestic partnership, marriage, or any other similar relationship that is legally recognized in any jurisdiction.

(n) "**Members Schedule**" shall have the meaning set forth in Section 2.01.

(o) "**Membership Interest**" means an interest in the Company owned by a Member, including such Member's rights to (i) receive its distributive share of Company assets and items of Company income, gain, loss, and deduction, (ii) vote on, consent to or otherwise participate in any Member decisions as provided in this Agreement and the Act, and (iii) receive any and all other benefits due to a Member under this Agreement and Act. The Membership Interest of each Member will be stated as a percentage interest.

(p) "**Normal Course of Business**" means those activities within the normal course and scope of a licensed cannabis business.

(q) "**Permit**" or "**Permits**" means any licenses or franchises (including, without limitation, permits, approvals, orders, authorizations, registrations, findings of suitability, exemptions, certifications, clearances, waivers and similar qualifications) from the Alabama Medical Cannabis Commission or pursuant to Applicable Laws necessary for the Company to operate a licensed cannabis business in the State of Alabama.

(r) "**Permitted Transferee**" shall have the meaning set forth in Section 5.02.

(s) "**Permitted Transfer**" shall have the meaning set forth in Section 5.02.

(t) "**Person**" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity.

(u) "**Proposed Transferee**" means a third-party Person other than a Permitted Transferee.

(v) "**Regulatory Redemption Date**" means the date directed by the Alabama Medical Cannabis Commission or any other applicable regulatory authority and, if not so directed, fixed by the Disinterested Members for the redemption of Units and Unit Equivalents pursuant to Section 5.06

(w) "**Regulatory Redemption Notice**" means that notice of redemption delivered by the Company pursuant to Section 5.06 to a Member that is an Affected Person if the Alabama Medical Cannabis Commission or the applicable regulatory authority so requires the Company, or if the Disinterested Members deem it necessary or advisable, to redeem such Affected Person's Membership Interests. Each Regulatory Redemption Notice shall set forth (i) the Regulatory Redemption Date, (ii) the amount of the Membership Interests to be redeemed, (iii) the Regulatory Redemption Price and the manner of payment therefor, and (iv) if applicable, the manner and place where any certificates for such Membership Interests (if any) shall be surrendered for payment, and (v) any other terms and conditions imposed by the Alabama Medical Cannabis Commission or applicable regulatory authority or the Disinterested Members, as applicable.

(x) "**Regulatory Redemption Price**" shall mean the price for the redemption of any Membership Interests to be redeemed pursuant to Section 5.06, which shall be (i) the price (if any) required to be paid by the Alabama Medical Cannabis Commission or applicable regulatory authority, or if no such price is required, (ii) the amount deemed reasonable by the Disinterested Members (which determination may account for, in their discretion, the Capital Contributions, the then fair market value of such Membership Interests, the costs and expenses of the Company incurred in performing its obligations and exercising its rights under Section 5.06 and any applicable circumstances or events of such Affected Person).

(y) "**Spouse**" means a spouse, a party to a civil union, a domestic partner, a same-sex spouse or partner, or any person in a Marital Relationship with a Member.

(z) "**Transfer**" means to sell, transfer, assign, gift, pledge, encumber, hypothecate, or similarly dispose of, directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option, or other arrangement or understanding with respect to the sale, transfer, assignment, gift, pledge, encumbrance, hypothecation, or similar disposition of, any Membership Interests or any interest (including a beneficial interest or "transferable interest" as defined by the Act. "**Transfer**" when used as a noun, and "**Transferred**" when used to refer to the past tense, shall have correlative meanings.

(aa) "**Transferor**" and "**Transferee**" mean a Person who makes or receives a Transfer, respectively.

## ARTICLE XII
### Miscellaneous

**Section 12.01** Governing Law. All issues and questions concerning the application, construction, validity, interpretation, and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Alabama, without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Alabama.

**Section 12.02** Submission to Jurisdiction. The parties hereby agree that, unless otherwise provided for in this Agreement, any suit, action, or proceeding based on any matter arising out of or in connection with this Agreement or the transactions contemplated hereby, shall be brought exclusively in the state courts or ADR provider in the State of Alabama, in each case located in the City and County of Mobile. Each of the parties hereby irrevocably consents to the exclusive jurisdiction (and of the appropriate appellate courts therefrom) in any such suit, action, or proceeding. The parties hereto acknowledge and agree (a) that cannabis businesses are not permitted under, or may otherwise violate, federal law and (b) that any illegality or violation of federal law applicable to cannabis businesses shall not be a defense to enforceability of this Agreement.

**Section 12.03** Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**Section 12.04** Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt), (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties as set forth in Schedule I below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12.04):

**Section 12.05** Remedies. In the event of any actual or prospective breach or default by any party, the other parties shall be entitled to equitable relief, including remedies in the nature of injunction and specific performance, awarded by a court of competent jurisdiction (without being required to post a bond or other security or to establish any actual damages). In this regard, the parties acknowledge and agree that they will be irreparably damaged in the event this Agreement is not specifically enforced, since (among other things) the Membership Interests are not readily marketable. All remedies hereunder are cumulative and not exclusive, may be exercised concurrently, and nothing herein shall be deemed to prohibit or limit any party from pursuing any other remedy or relief available at law or in equity for any actual or prospective breach or default, including recovery of damages. In addition, the parties hereby waive and renounce any defense to such equitable relief that an adequate remedy at law may exist.

**Section 12.06** Severability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**Section 12.07** Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns. This Agreement may not be assigned by any Member except as permitted by this Agreement and any assignment in violation of this Agreement shall be null and void.

**Section 12.08** Amendment. Except as otherwise provided by this Agreement, no provision of the Certificate of Formation or this Agreement may be amended or modified except by an instrument in writing executed by the Company and each of the Members. Any such written amendment or modification will be binding upon the Company and each Member. Notwithstanding the foregoing, amendments to the Members Schedule may be made by the Manager, without the consent of the Members, following any new issuance, redemption, repurchase, or Transfer of Membership Interests in accordance with this Agreement.

**Section 12.09** Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

**Section 12.10** Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**Section 12.11** Entire Agreement. This Agreement, together with the Certificate of Formation and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, records, representations, and warranties, both written and oral, whether express or implied, with respect to such subject matter.

**Section 12.12** No Third-Party Beneficiaries. Except as provided in ARTICLE VII, which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

**Section 12.13** Spousal Consent. Each Member who has a Spouse on the date of this Agreement shall cause such Member's Spouse to execute and deliver to the Company a spousal consent in form acceptable to the Manager, pursuant to which the Spouse acknowledges that he or she has read and understood the Agreement and agrees to be bound by its terms and conditions. If any Member should marry or engage in a Marital Relationship following the date of this Agreement, such Member shall cause his or her Spouse to execute and deliver to the Company a Spousal Consent within 30 days thereof.

**Section 12.14** Confidentiality. Each Member covenants and agrees that such Member shall keep secret and retain in strictest confidence, and shall not at any time or in any manner, either directly or indirectly, divulge, copy, communicate, furnish, make available, or disclose to any third party or use for the benefit of himself, itself, or any third party, any Confidential Information (as defined herein). As used in this Term Sheet, “Confidential Information” shall mean any information relating to the Company and its business operations, including without limitation all intellectual property, third party confidential information, Company systems, know-how, trade secrets, and other business data, information relating to any Members or Manager including each of their respective business operations, including without

limitation all intellectual property, third party confidential information, Member or Manager systems, know-how, trade secrets, and other business data, whether expressly provided to Company or not, information relating to any Permits, the business of the Members or the transactions contemplated by this Agreement; provided, however, that Confidential Information shall not include any information which is in the public domain or becomes known in the industry through no wrongful act on the part of such Member and the Member's affiliates. The Members acknowledge that the Confidential Information is vital, sensitive, confidential, and proprietary to the Company and the Members, as applicable, and the business of the Members and the Company. The warranties, covenants, and agreements set forth in this section shall not expire for any reason and shall survive the expiration or termination of this Agreement. Notwithstanding the foregoing, each Member may provide or disclose confidential information to advisors, legal counsel, investors or lenders ("**Authorized Parties**") so long as the Member disclosing such information obtains consent and agreement from such Authorized Parties to be bound by the terms of this Paragraph. This Agreement is entered into by the Members on the condition that neither the existence of this Agreement, nor any of its contents, shall be disclosed by any Member except as may be compelled to be disclosed in a judicial or administrative proceeding or as otherwise required by law or, on a strictly confidential and "need to know basis, solely to each Parties' directors, officers, employees, partners, attorneys and advisors, or pursuant to escrow transactions or instructions involving an escrow agent or representative. Each Member will instruct and cause their agents, advisors and legal counsel to keep the same strictly confidential. Upon request, each Member will disclose to the other the names of any advisors and legal counsel to whom this proposal letter is provided, if any.

**Section 12.15** Governing Law; Dispute Resolution and Jurisdiction

(a) This Agreement is governed by and shall be construed in accordance with the laws of the State of Alabama, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between the Members and the Manager. Any party may give the other written notice of the dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the person who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the notice, the both parties shall meet at a mutually acceptable time and place.

(b) Unless otherwise agreed in writing by the negotiating parties, the above-described negotiation shall end at the close of the first meeting of Members described above ("**First Meeting**"). Such closure shall not preclude continuing or later negotiations, if desired.

(c) All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

(d) At no time prior to the First Meeting shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by AAA Rules or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements of Paragraph (a) above.

(e) All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in Paragraphs (a) and (b) above are pending and for 15 calendar days thereafter. The parties will take such action, if any, required to effectuate such tolling.

(f) If the negotiation set forth above is not successful the Parties shall then attempt to mediate the dispute in good faith through mediation before a retired judge. The Parties shall select a mediator within ten (10) calendar days from the date a party requests mediation in writing. Mediation shall be scheduled within thirty (30) days from the time the mediator is selected. In the event a party fails to mediate before seeking arbitration or filing an action, that party shall not be entitled to recover attorney's fees if that party would otherwise have been entitled to them as a prevailing party.

(g) If the negotiation and mediation process set forth above is not successful any dispute shall be finally determined by arbitration in the city of Mobile, Alabama in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect (the "Rules"), except as modified herein. Unless one of the parties requests a panel with three arbitrators, there shall be one arbitrator who shall be agreed upon by the Parties within twenty (20) calendar days of receipt by respondent(s) of a copy of the demand for arbitration. If any arbitrator is not appointed within the time limit provided herein, such arbitrator shall be appointed by the AAA in accordance with the listing, striking and ranking procedure in the Rules, with each Party being given a limited number of strikes, except for cause. Any arbitrator appointed by the AAA shall be a retired Alabama federal or state court judge. The arbitration hearing on the merits shall be commenced within ninety (90) calendar days of the appointment of the arbitrator(s) or as soon thereafter as practicable. In rendering an award, the arbitral tribunal shall be required to follow the laws of the State of Alabama and allow discovery in accordance with the Alabama Code of Civil Procedure. The award shall be in writing and shall state the findings of fact and conclusions of law on which it is based. The arbitrator(s) shall be permitted to award any relief permitted under the Act, including damages and any form of temporary or permanent injunctive relief. The award shall be final and binding upon the Parties and shall be the sole and exclusive remedy between the Parties regarding any claims, counterclaims, issues or accounting presented to the arbitrator. Judgment upon the award may be entered in any court having jurisdiction over any Party or any of its assets. Any costs or fees (including attorneys' fees and expenses) incident to enforcing the award shall be charged against the Party or Parties resisting such enforcement.

(h) The Members and Manager agree, and the appointed arbitrator shall agree as part of his/her acceptance of nomination, to keep confidential and not disclose to persons not connected with the arbitration the details of the arbitration and all information received by them in connection therewith, except as may be required by process of law. Except as may be required by law or required to secure a judgment on the arbitration award, neither the Parties nor the arbitrator shall disclose the existence, content or results of any arbitration conducted hereunder without the prior written consent of the Parties.

(i) The Parties recognize that cannabis and related businesses are illegal under United States federal law, but are permitted under Alabama law if in compliance with Alabama statutes and regulations. The Parties agree not to raise any defense or make any argument against the enforceability or performance of this Agreement based on the illegality of cannabis under United States federal law, or the law of any other state. To further effectuate the intent of the immediately preceding sentence, the Parties agree that an arbitrator shall dismiss any claim or defense based on illegality of cannabis under federal law or the law of any other state, and that the arbitrator shall

sustain objection to and shall strike any argument or evidence based on such illegality and shall not consider such illegality in rendering any decision or making any order.

[*Remainder of page intentionally left blank*]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**The Company:**

Southeast Cannabis Company, LLC,

an Alabama limited liability company

By: Oliver Washington IV
as its Manager

By: Oliver Washington dotloop verified 12/07/22 10:57 AM CST DLX2-8KMC-VFS8-MF7A

**The Members:**

By: Oliver Washington dotloop verified 12/07/22 10:57 AM CST FA8Y-JLWZ-KWVD-V0YF
Name: Oliver Washington IV, MG Member

By: OGC Holdings, LLC,

An Alabama limited liability company

dotloop verified 12/07/22 10:06 AM CST SQJG-MXEG-ARCE-PX80

Name: George W.Radcliff III
Title: Manager

Signature page to Southeast Cannabis Company, LLC Operating Agreement

**SCHEDULE I**

**MEMBERS SCHEDULE**

**AS OF December 1, 2022**

| **Member** | **Address and Email** | **Membership Interest** |
|---|---|---|
| Oliver Washington IV | 11545 Bellingrath Rd.<br>Theodore, AL. 36582<br>Oliveriv@saplantfarm.com | 51% |
| OGC Holdings, LLC | 10304 Celeste Rd.<br>Saraland, AL. 36571<br>BamaCanna1@gmail.com | 49% |

# Exhibit 12 – Business License and Authorization of Local Jurisdictions

**Verification**

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

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **Verification Date** |

**Exhibit 12 – Business License and Authorization of Local Authorities**

*Satisfaction of Plan: In progress with completion expected 30 days after license award*

**Executive Summary**

The Southeast Cannabis Company, LLC ("SCC") team knows that our success will be measured by our ability to have a positive impact on the communities we operate in, and that starts with compliance with local laws. SCC's team has worked closely with each local jurisdiction where its Integrated Facility sites will be located to ensure compliance with local ordinances and to determine how we can best support our surrounding community. Below, we have provided the local jurisdictions' business licenses (as applicable) or provided a discussion as to when we will obtain them. Please note that most local jurisdictions have confirmed that they will not require a separate license to operate or will not issue one until the Alabama Medical Cannabis Commission ("AMCC") grants SCC our Integrated Facility License. We have also provided the local ordinance evidencing SCC's ability to be located in each particular jurisdiction and confirmed the zoning of each facility and where available, evidence that the intended use of the facility is compliant with the local jurisdiction's zoning.

**12.1 – As Applicable, Certified Copies of the Applicant's Business License.**

**Mobile County Cultivation and Processing Facility**

At the time of application, the County of Mobile has not indicated that it will require a separate cannabis business license to operate a Medical Cannabis cultivation or processing facility within the unincorporated areas of Mobile County. If this changes, SCC will obtain the proper business license and submit a copy to the AMCC promptly.

**City of Mobile Dispensing Facility**

The City of Mobile will require a business license to operate a Dispensary in city limits, however, they will not issue a business license until SCC has been granted our Integrated Facility License from the AMCC. We spoke to the licensing division on December 16, 2022, and they confirmed that once SCC receives our Integrated Facility License from the AMCC, we will need to attach our state license to our Mobile business license application before submitting it. SCC will submit a copy of our Mobile Business License to the AMCC once it is received.

**Alexander City Dispensing Facility**

Alexander City will require a business license to operate a Dispensary in Alexander City, however, they will not issue a business license until the building inspector has inspected the final built out Dispensary and issued a certificate of occupancy. SCC does not intend to construct the Dispensary in Alexander City until it has been issued its Integrated Facility License from the AMCC. We spoke to the Revenue Manager in Alexander City, Scotty Price, on December 14, 2022, and he confirmed that he will accept SCC's application for a business license as soon as we receive our certificate of occupancy. SCC will submit a copy of our Alexander City Business License to the AMCC once it is received.

**Montgomery Dispensing Facility**

Montgomery will require a business license to operate a Dispensary in city limits, however, they will not issue a business license until SCC has been granted its Integrated Facility License from the AMCC. We spoke to the licensing division on December 12, 2022, and they confirmed that once SCC receives our Integrated Facility License from the AMCC, we will need to attach our state license to our Montgomery business license application before submitting it. SCC will submit a copy of our Montgomery Business License to the AMCC once it is received.

**Dothan Dispensing Facility**

The city of Dothan issued a "Medical Cannabis in Dothan, Alabama Fact Sheet" which states that "a business license is required to operate a Dispensary in the City of Dothan…Before a City of Dothan business license may be issued, applicants must have the required license issued by the Alabama Medical Cannabis Commission." We called the City of Dothan Business License Division and spoke to Melissa who confirmed that a business license can only be applied for once SCC has been granted our Integrated Facility License from the AMCC. SCC will submit a copy of our Dothan Business License once it is received.

**Foley Dispensing Facility**

Foley will require a business license to operate a Dispensary in the city limits, however, they noted that they would issue the business license once SCC has been granted our Integrated Facility License from the AMCC. We spoke to the licensing division on December 12, 2022, and they confirmed that once SCC receives our Integrated Facility License from the AMCC, we will need to attach our state license to our Foley business license

application before submitting it. SCC will submit a copy of our Foley Business License once it is received.

**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**

**Mobile County Production Facility**

Mobile County has drafted a resolution authorizing the operation of Integrated Facilities within the Mobile County limits. The attached resolution (identified as "Mobile County Resolution – Attachment to Exhibit 12, Section 12.2") will not be voted on until December 27, 2022. Due to timing issues related to the applications December 30th deadline, our team must submit our application before the final resolution passes. We have had multiple conversations with the Mobile County Commissioners who have assured us that they expect the resolution to pass. Further, they have confirmed that Mobile County does not have any specific zoning, therefore our proposed Mobile County Integrated Facility is in a compliant location as to zoning as well.

**Dispensing Sites**

Mobile Dispensing Site

The proposed City of Mobile Dispensing Site parcel is zoned B-3 Community Business District zone. According to the City of Mobile's attached Ordinance No. 01-062, (identified as "Mobile City Ordinance – Attachment to Exhibit 12, Section 12.2") the Mobile City Council voted to authorize the operation of Dispensing Sites within the corporate limits of the City of Mobile on December 13, 2022. Further, the Mobile Planning and Zoning Department has confirmed with our team that Medical Cannabis Dispensaries are permitted by right in the B-3 Community Business District, which is also where they currently permit specialty health food and CBD stores. While the City of Mobile has not yet passed an ordinance specific to Medical Cannabis Dispensary zoning, the Planning and Zoning Department was able to confirm their internal decision that the B-3 Community Business District Zone would permit such use over the phone with our team, however, they would not put this in writing.

Alexander City Dispensing Site

The proposed Alexander City Dispensing Site parcel is zoned B-2 General Business Zoning District. According to the Alexander City's attached Ordinance No. 2023-03

(identified as "Alexander City Ordinance – Attachment to Exhibit 12, Section 12.2"), Alexander City authorized the operation of Dispensing Sites within the corporate limits of the Alexander City on October 17, 2022. Further, the Alexander City Planning and Zoning Department has confirmed with our team over the phone that the B-2 General Business Zoning District allows for Medical Cannabis Dispensaries, however, they would not put it in writing. The Zoning Department noted that Alexander City is allowing Medical Cannabis Dispensaries anywhere a pharmacy would be permitted, which includes the B-2 General Business Zoning District as well as other zoning districts.

Dothan Dispensing Site

The proposed Dothan Dispensing Site parcel is zoned as B-2/B-3 Commercial Retail Sales. According to Dothan's attached Ordinance No. 2022-290 (identified as "Dothan Authorizing Ordinance – Attachment to Exhibit 12, Section 12.2"), Dothan authorized the operation of Dispensing Sites within the corporate limits of the Dothan on September 20, 2022. Further, the Dothan City Planning and Zoning Department has confirmed in writing via the attached email (identified as "Dothan Zoning Verification – Attachment to Exhibit 12, Section 12.2") provided by the Dothan Planning Department below that the B-2/B-3 Commercial Retail Sales zone permits Medical Cannabis Dispensaries.

Montgomery Dispensing Site

The proposed Montgomery Dispensing Site parcel is zoned as M-1 Light Industry. According to the City of Montgomery's attached Ordinance No. 63-2021 (identified as "Montgomery Ordinance – Attachment to Exhibit 12, Section 12.2"), Montgomery authorized the operation of Dispensing Sites within the corporate limits of the City of Montgomery on December 7, 2021. Further, the Montgomery Planning and Zoning Department has confirmed in writing in the attached Zoning Verification Letter (identified as "Montgomery Zoning Verification – Attachment to Exhibit 12, Section 12.2") that the M-1 zone allows for Medical Cannabis Dispensaries.

Foley Dispensing Site

While we have not confirmed the address for our Foley Dispensing Site, we can confirm that it will be zoned B1A. According to the City of Foley's Ordinance No. 22-2039 ORD, (identified as "Foley Ordinance – Attachment to Exhibit 12, Section 12.2"), Foley authorized the operation of Dispensing Sites within the corporate limits of the City of Foley

on September 19, 2022. Further, the Foley Planning and Zoning Department has confirmed in writing per the attached Medical Cannabis Dispensary zoning map (identified as "Foley Zoning Map – Attachment to Exhibit 12, Section 12.2") that the B1A zone allows for Medical Cannabis Dispensaries.

This Exhibit 12 Complies with:

Ala. Admin. Code r. 538-x-3-.05(3)(k); Ala. Admin. Code r. 538-x-3-.05(3)(m)(7); Ala. Admin. Code r. 538-x-3-.05(3)(m)(12)(d); Ala. Admin. Code r. 538-x-3-.11(5)(m); Ala. Admin. Code r. 538-x-4-.07(10); Ala. Admin. Code r. 538-x-4-.07(12)(g); Ala. Admin. Code r. 538-x-6-.06(3)(c)(9); Ala. Admin. Code r. 583-x-8-.04(4); Ala. Admin. Code r. 538-x-08-.05(2)(c)(9); Ala. Admin. Code r. 538-x-9-.02(5)(c); Ala. Admin. Code r. 538-x-9-.03(2)(c)(9)

Darren Wesley 'Ato' Hall Compassion Act §20-2A-51(c); §20-2A-56(c)(11); §20-2A-64(f).

RESOLUTION AUTHORIZING THE OPERATION OF MEDICAL CANNABIS DISPENSING SITES WITHIN UNICORPORATED AREAS OF THE COUNTTY

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

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

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

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

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

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

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

THEREFORE BE IT RESOLVED, by the Mobile County Commission that it does hereby authorize the operation of medical cannabis dispensing sites by dispensary licensees and integrated facility licensees within the unincorporated areas of the county.

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

STATE OF ALABAMA
COUNTY OF MOBILE

I, Glenn L. Hodge, County Administrator, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Mobile County Commission in regular meeting convened the 27th day of December, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Mobile County Commission on this the 27th day of December, 2022.

_____
Glenn L. Hodge, County Administrator
Mobile County Commission

**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:

(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

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

06526198.3
49019359 v1

**ORDINANCE NO. 2023-04**

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

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

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

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

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

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

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

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

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

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

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

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

This ordinance shall become effective upon publication.

**ADOPTED AND APPROVED** this 17th day of October, 2022.

Ordinance 2023-04

**ATTEST:**

Amanda F. Thomas

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

**CERTIFICATION OF CITY CLERK**

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Ordinance No.** 2023-04 which was adopted by the City Council on this 17th day of October, 2022.

**WITNESS MY SIGNATURE**, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 17th day of October, 2022.

Amanda F. Thomas

City Clerk of the
City of Alexander City, Alabama

SEAL

Yeas: Tapley, Colvin, Hardy, E. Brown

Nays: None

Publication Date: Oct 22, 22

# 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**

**From:** Breaux, Frank
**To:** Sally Peebles; McDonald, Todd
**Subject:** RE: Proper Zoning
**Date:** Monday, December 12, 2022 6:57:46 AM
**Attachments:** image001.png
Medical Cannabis in Dothan Fact Sheet.pdf

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Ms. Peebles,

The property is zoned for commercial retail sales B-3/B-2 and a medical marijuana dispensary is a permitted use within both districts. Attached is a fact sheet for your information. Please let me know if you have further questions.

---

**From:** Sally Peebles <sally@vicentesederberg.com>
**Sent:** Friday, December 9, 2022 4:34 PM
**To:** McDonald, Todd <tmcdonald@dothan.org>
**Cc:** Breaux, Frank <fgbreaux@dothan.org>
**Subject:** RE: Proper Zoning

CAUTION: External email
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Just heard back – it is **3702** Ross Clark Circle Dothan, AL. 36303

It appears to be B-3. Thank you!

**Sally Kent Peebles, Esq.**
*Partner*

**Vicente Sederberg LLP**
Jacksonville, FL 32210
Direct: 904.351.8558
Sally@VicenteSederberg.com
VicenteSederberg.com

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**From:** McDonald, Todd <tmcdonald@dothan.org>
**Sent:** Friday, December 9, 2022 5:11 PM
**To:** Sally Peebles <sally@vicentesederberg.com>
**Cc:** Breaux, Frank <fgbreaux@dothan.org>
**Subject:** Re: Proper Zoning

Sorry yellow is residential. Green is commercial. Blue is office.

Todd L. McDonald, AICP

**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 **Montgomery,** Alabama

*Land Use Division*
*Thomas M. Tyson, Jr.*

*Steven L. Reed*
*Mayor*



December 12, 2022

Southeast Cannabis Company, LLC
Oliver Washington
11545 Bellingrath Rd.
Theodore, AL 36582

**RE: 333 North Eastern Boulevard**

Dear Sir or Madam:

This is to advise you that the property located at 333 North Eastern Boulevard is in a M-1 (Light Industrial) Zoning District, which allows a medical cannabis dispensary.

There are no variances, special exceptions, or zoning violations on file.

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

/jmh

This Instrument Prepared By:

Foley

407 E. Laurel Avenue
Foley, AL 36535

# City of Foley, AL

## Signature Copy

**Ordinance: 22-2039 ORD**

**File Number: 22-0515** **Enactment Number: 22-2039 ORD**

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FOLEY, ALABAMA that, in accordance with Alabama Code, Section 20-2A-51, a holder of a license granted by the State of Alabama pursuant to Act 21-450 is hereby authorized to operate a medical cannabis dispensing site within the corporate limits of the City of Foley, subject to the provisions of Act 21-450 and state law, and further subject to any relevant provisions of the Code of the City of Foley, including applicable zoning restrictions, business license requirements, and similar matters.

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

**President's Signature** _____ **Date** 9-19-22

**Attest by Clerk** _____ **Date** 9-19-22

**Mayor's Signature** _____ **Date** 9/19/22

# Medical Cannabis Dispensaries allowable locations as of Nov. 30, 2022

License Type: Integrated Facility

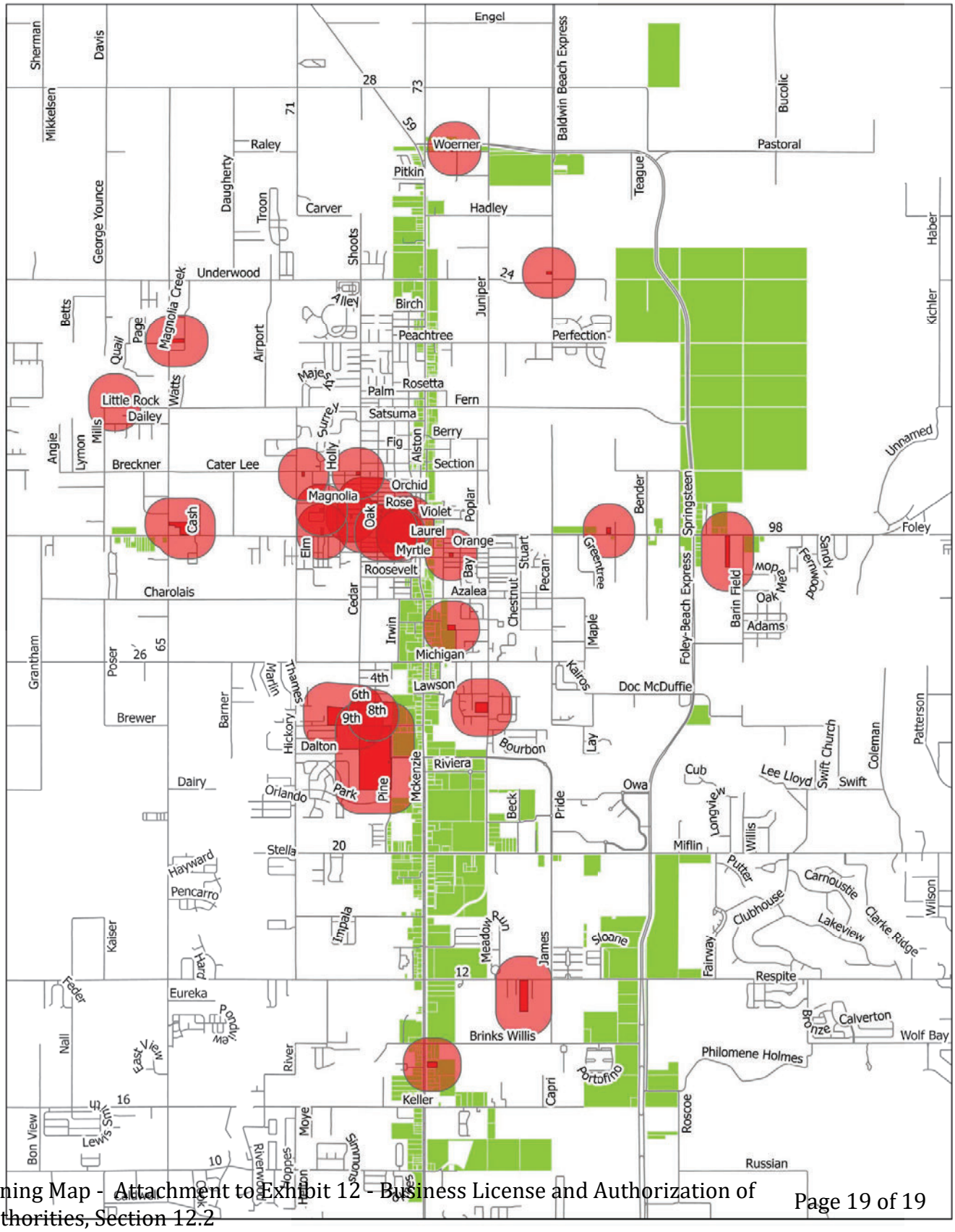
Per AMCC Rules & Regulations Ch 8, 583-x-8-.04
3.a. "The location of any dispensing site must be at least 1000 feet from any school, day care, or childcare facility."
3.b.(1) "'At least one thousand feet' shall mean at least one thousand feet in a straight line from the property line of the dispensing site premises to the property line of the school, daycare or childcare facility, measured at the nearest possible point between the two.

**Legend**

B1A

SchoolsDaycares_Buffer

0 0.5 1 2 Miles



# 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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **Verification Date** |

# Exhibit 15 – Coordination of Information from Registered Certifying Physicians

**Verification**

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

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **Verification Date** |

# 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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **Verification Date** |

**Exhibit 16 – Point-of-Sale Responsibilities**

*Satisfaction of Plan: Complete*

**Executive Summary**

Southeast Cannabis Company, LLC ("SCC") understands our prime directive is to provide high-quality, consistent Medical Cannabis to the qualified Patients and Caregivers of Alabama. Central to that goal is ensuring our Patients have the knowledge and resources to administer their Medical Cannabis per their physician certification properly. **As such, SCC has developed a professional plan to ensure our Certified Dispensers have the education and tools necessary to provide comprehensive product administration instructions and general Medical Cannabis education to Patients at the point of sale.** Our Director of Dispensing, Ms. Carla White, in coordination with our Medical Advisory Board ("MAB"), will oversee the development of patient education training for Certified Dispensers and employees as well as the creation of patient education materials and resources. Ms. White's 28-year career as a community pharmacist in the Demopolis, Alabama area has given her unique insight into developing meaningful relationships with Patients and providing excellent education regarding their medical treatment. In addition to serving as the Director of Dispensing and overseeing all Dispensary employees across our five locations, Ms. White will also serve as a Certified Dispenser. She will be an invaluable resource for Patients and Caregivers. Our esteemed MAB will support Ms. White and is comprised of prestigious Alabama doctors covering a range of practice areas who will lend their expertise to help develop condition-specific guidance for our Certified Dispensers to impart to Patients. Dr. Daniel Spriggs specializes in rural geriatric care, Dr. Barbara Long is a professional psychiatrist, Dr. Max Rogers is a former strike fighter pilot turned OBGYN, and Dr. Curtis Graf is a general ophthalmologist and glaucoma specialist. Together their expertise covers many of the qualifying conditions and will ensure SCC can educate Patients on the use of Medical Cannabis as it applies to their specific medical condition.

**Certified Dispenser and Employee Training Requirements**

Before commencing operations at our Dispensaries, our Certified Dispensers will complete and pass the required Medical Cannabis foundations training course and undergo at least ten hours of continuing education. These courses will address proper dispensing

procedures, including the requirements of the Medical Cannabis Act and AMCC Rules, prevention of abuse and diversion of Medical Cannabis, and other topics related to public health, safety, and best business practices relating to cannabis, Medical Cannabis, and the dispensing thereof. A significant portion of the training will be regarding patient education and consultation best practices to ensure the preparedness of our Certified Dispensers to respond to all types of Patient and Caregiver questions and provide comprehensive instructions for product use. As a result of our extensive training, our Certified Dispensers will have an in-depth knowledge of available products and strains. They will know THC/CBD %, milligram totals, methods of administration, responsible use, potential interactions with other medications, and side effects, including training to recognize signs of substance abuse or adverse events in the medical use of cannabis by a Patient. In addition to our Certified Dispensers, all Dispensary employees interacting with Patients and Caregivers will receive patient education training as part of their annual continuing education. We plan to hire diverse, talented, and honest employees who will all complete an intensive, hands-on, mandatory training program, including classroom education, shadowing Certified Dispensers, and testing. Education will ensure our employees gain proficiency in regulations, company protocol, product knowledge, safety, and Patient service.

**Point of Sale Patient Consultation Procedures**

Each Patient or Caregiver that enters our Dispensary will have a unique recommendation from their Certifying Physician specifying their required intake form and maximum daily dosage of THC. The dosage and intake form is determined by the Patient's diagnosis, qualifying medical condition, age, size, and other individual factors. The determination of a Patient's intake form and THC content is solely at the discretion of their Certifying Physician. Certified Dispensers or Dispensary employees cannot make alterations at the point of sale. Therefore, SCC will ensure that our employees only sell Medical Cannabis to Patients and Caregivers per the product and dosing instructions provided by their Certifying Physician. At the point of sale, our employees will consult Patients on the product selection that is available to them based on their physician certification and offer recommendations and advice to help them compare and select products. While our employees can advise Patients and Caregivers on the products offered at our Dispensary, they will refer all questions related to the administration of Medical Cannabis to a Certified

Dispenser. With decades of experience counseling Alabamians in pharmacies, doctor's offices, and hospitals, our team has a unique understanding of Patient needs and the importance of confidentiality. Our unique Facility design and SOPs concerning physical spacing will ensure Patients have the proper environment to discuss sensitive issues.

**Responding to Patient and Caregiver Questions**

One of our primary goals is for our Patients to leave our Dispensary feeling comfortable, confident, and well-informed about the Medical Cannabis they purchase. Our Certified Dispensers will be available during operating hours to consult Patients at the point of sale. They will be available at all times to answer any questions regarding the proper administration of Medical Cannabis, potential side effects, potential drug interactions, or any information related to the use of Medical Cannabis. However, our Certified Dispensers will **never** offer advice regarding the safety or effectiveness of Medical Cannabis, the recommended daily dosage, or the type of Medical Cannabis recommended by the Patient's Certifying Physician. Patients or Caregivers will be directed back to their Certifying Physician to address their questions and provide advice if they have any questions regarding any of the previously listed topics.

**Instructions for the Proper Administration of Medical Cannabis**

Our Certified Dispensers will be able to guide Patients on the proper use of Medical Cannabis, including, but not limited to, the following information:

- How to administer the product per their Certifying Physician's dosing instructions.
- The expected onset of effects based on the product type.
- Overview of commonly experienced side effects. Self-monitoring techniques.
- Potential drug interactions based on other medications the Patient is taking.
- Instructions for proper product storage, including keeping Medical Cannabis within its original dispensing package with an unaltered label or in a storage container provided by our Dispensary and stored in a secure location to prevent theft, loss, or access by unauthorized persons.
- Prohibited actions regarding the administration of Medical Cannabis, including the prohibition of administering Medical Cannabis on the premise of our Dispensary or

at any public or private places where Medical Cannabis is prohibited, such as federal property and state or federal correctional facilities.

- The prohibition on operating motor vehicles, watercraft, heavy machinery, or aircraft while under the influence of Medical Cannabis.

**Patient Education Materials and Resources**

Upon AMCC approval, SCC will provide free informational pamphlets and booklets for Patients to help them understand the responsible and effective use of Medical Cannabis. The information provided will be comparable to information a Patient would receive with any prescription received at a retail pharmacy, including what to expect, the use of the medication, warnings, side effects, and when to call their Certifying Physician. Our patient education materials will never encourage, promote, or otherwise create any impression that cannabis is legal, therapeutic, or beneficial except as specifically authorized by the Alabama Medical Cannabis Act and the AMCC Rules. Patient educational materials will be offered in our waiting room, with ample copies available, and may be translated into any language and offered at the point of sale. We will also make them available for the visually and hearing impaired. Our Certified Dispensers will be on hand to answer questions Patients or Caregivers have about the information contained in the educational materials and to offer counseling about the administration, instructions, risks, drug interactions, and where to go for substance abuse help.

**Partnership with Americans for Safe Access**

Pending AMCC approval, we will also stock educational materials from the non-profit Americans for Safe Access (ASA). ASA is a respected and longstanding medical cannabis advocacy group that has produced numerous educational booklets covering a range of qualifying conditions and the efficacy of Medical Cannabis in treating these conditions. The booklets will be curated to comply with Alabama-specific qualifying conditions and summarize current research regarding the application of Medical Cannabis in treating the associated conditions. They will contain clinical and anecdotal evidence on the efficacy of Medical Cannabis treatments and include citations of relevant research materials for further reading. Booklets will be available to Patients and Caregivers free of charge.

**Online Resources**

SCC strives to ensure any Patient or Caregiver seeking educational materials about Medical Cannabis can easily access that information both in our Dispensary and from the comfort of their own home. We will dedicate an entire website section to educational resources to accomplish this. Maintaining an online repository of the most current and advanced scientific publications, best practices, and guidance from respected medical organizations and industry groups will ensure SCC serves as a knowledgeable resource for our Patients. Any printed publications available at our Dispensaries will be available digitally on our website. We will also include FAQs from Patients and Caregivers and provide an online chat feature during hours of operation where Patients and Caregivers may submit anonymous questions answered by one of our Certified Dispensers.

**Procedure for Communicating Commendations and Complaints**

At our Dispensaries, we will have forms for Patients to provide feedback on our products and services. We will also have a fillable form on our website for Patients to provide feedback or report any adverse responses or dose-related efficacy issues. SCC takes all customer concerns seriously and will ensure all customer complaints regarding adverse reactions or dose-related problems are investigated and recorded in the statewide seed-to-sale tracking system.

**Conclusion**

As demonstrated by this plan, SCC is committed to empowering our Patients and Caregivers by providing them with the knowledge required to understand their treatment and administer Medical Cannabis safely and compliantly.

**This Exhibit 16 complies with:** Ala. Admin. Code r. 538-x-2-.07(8); 538-x-2-.08(5); 538-x-2-.08(7)-(12); 538-x-4-.04(2)(a)-(b); 538-x-4-.17(2); 538-x-8-.02(6)(h); 538-x-8-.03(4)(a)-(b); 538-x-8-.03(7); 538-x-8-.05(3)(d); and Darren Wesley "Ato" Hall Compassion Act §20-2A-60(a)(9).

# 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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **Verification Date** |

# 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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **Verification Date** |

## Exhibit 18 – Money Handling and Taxes

*Satisfaction of Plan: Complete*

### Executive Summary

Southeast Cannabis Company, LLC ("SCC") has a demonstrated track record of suitability in maintaining strict adherence to the fiduciary chain of custody and tax compliance obligations that have informed this plan for money handling and tax remittance. Currency handling procedures and tax oversight at SCC's Facility will be managed by Chief Financial Officer Scott Ogur, who has a spotless track record of compliance with financial regulations and complex tax reporting in environments ranging from Fortune 100 banks to start-ups, and Chief Compliance Officer C.J. Chapman, a cannabis law and operations attorney. Their combined expertise will guide SCC's best-in-class standard operating procedures, efficient on-site cash handling protocols, and spotless adherence to federal, state, and local tax requirements to ensure perpetual financial solvency. SCC acknowledges that the future success of its medical cannabis business is predicated on business minutiae and commitment to compliant, thorough, and transparent money handling, accounting, and tax practices.

### SCC's Money Handling Plan

Informed by combined decades of experience operating cannabis facilities, our cash handling and management procedures outline how SCC employees will properly handle sales transactions to ensure precision, accuracy, and chain of custody. SCC's standard operating procedures eliminate opportunities for currency mishandling and ensure accountability, security, control of the register counts and all money on hand, and allocation and remittance of required taxes. SCC's management will review and update such procedures as necessary, but no less frequently than annually.

### Dispensing: Day-to-Day Cash Control and Till Handling

SCC's Certified Dispensers and Dispensary employees will be assigned pre-opening, operational, and closing cash handling duties. Certified Dispensers and staff will work collaboratively to ensure a redundant system of checks and balances prevents or detects cash discrepancies. Registers will be maintained under video surveillance at all times.

Opening Procedures and SCC's POS System

Each point-of-sale ("POS") station at the Dispensary will include a computer preloaded with sales facilitation software and an individual till drawer. Our POS stations will be equipped with Dutchie's in-store PIN debit solution to provide safe, secure, and cash-free payment options for our patients and caregivers. Transactions are for exact dollar amounts, reducing the risk of cash handling errors and providing convenience for debit card customers. We will also have ATMs inside our Dispensaries for cash clients or if Dutchie's PIN processing system has technical issues. At the beginning of each day, the Certified Dispenser on duty will confirm that the POS starting cash report matches the contents of each assigned till drawer and verify the findings of such reconciliation with a Till Verification Log ("Till Log") that is associated with the till drawer. Beginning each day, each till will have no more than two hundred dollars in bills and coins to facilitate change as may be required during cash transactions. Each Dispensary employee will be assigned their own till drawer and register for their exclusive use. The employee must recount the drawer's currency to verify that the starting amount listed is accurate. The Till Log will then be signed by both the employee and reviewing Certified Dispenser.

Operational Procedures

Dispensary employees are responsible for processing transactions using the POS. The POS is preprogrammed to inform employees of the change to be returned to the customer after each transaction to avoid mathematical errors. Register totals will be monitored continuously to ensure individual till thresholds never exceed one thousand dollars. If reached or facility security requires enhancement, the Certified Dispenser on duty may initiate a midday cash drop by escorting the Dispensary employee with their designated register to a locked vault located out of sight in a secured area. The Certified Dispenser will run the excess bills through a cash counter three times to confirm the count of the bills removed from the till, witnessed by the employee, and under constant video surveillance. The removed cash will be strapped with a corresponding slip denoting the quantity, initialed by the Certified Dispenser and the employee, placed in a sealed cash bag in the locked safe, and logged in our POS.

Closing Procedures and Daily Reconciliations

At the end of each shift and the end of the day, the Certified Dispenser on duty will print a Till Closing Report from each POS station. Each employee will take their Till Closing

Report and cash drawer to a designated secured room under video surveillance to count the remaining currency. The Certified Dispenser will verify that the balance matches the Till Closing Report, Metrc, and the POS system. If a discrepancy is identified, it will be recorded on the Till Log and the employee's personnel file. The Certified Dispenser will investigate the cause, reviewing sales logs and video surveillance. The employee will receive a disciplinary violation if the variance exceeds three dollars and cannot be reconciled after multiple counts. After the Dispensary is closed and locked at the end of the day, the Certified Dispensers will perform closing duties in the secured office, re-reviewing the daily gross sales receipts to confirm all sales were taxed and match the cash dropped for the evening and returning each till balance to two hundred dollars for the next shift.

Sales Records and Customer Sales Receipts

Every Medical Cannabis transaction will be recorded on a sales invoice or receipt by an employee at the time of sale via our POS recordkeeping functions. Before closing a transaction, the employee must review the sales invoice or receipt to confirm that the applicable preprogrammed tax rates were applied correctly to the gross sales amount. Sales invoices and receipts will be securely maintained electronically and filed in a manner that is readily accessible for examination upon request by the AMCC, the Alabama Department of Revenue ("ALDOR"), or other state or local agencies. All physical records will be securely stored in a locked office with limited access to Certified Dispensers. Sales receipts and invoices will not be commingled with invoices or receipts covering other commodities.

Preparing Deposits to SCC's Financial Institution

SCC intends to contract to deposit funds with Safe Harbor Financial. Deposits are the responsibility of the Certified Dispenser and will be made at the end of each shift or the beginning or end of each business day, but not less than once per business day. As a best practice, all cash will be deposited except for sufficient amounts to provide starting balances of $200 at each staffed register. The Certified Dispenser will count the deposit cash and annotate the denominations and total deposit amount on a bank deposit slip and a cash tracking spreadsheet. The deposit cash and slip will be placed in a deposit bag sealed and locked within the safe until provided to SCC's secure cash transporter. At the time of the deposit pick-up, the Certified Dispenser on duty will obtain receipts from the transporter to confirm receipt of the amounts to be deposited. The deposit receipts will be filed

electronically on a secured server and physically filed with our drop-safe logs in a locked office.

**Cultivation and Manufacturing: Cash Management**

Should SCC accept orders from other licensed cannabis businesses, we will only accept payment for products via direct bank transfers or check, no cash. Sales will be tracked in our electronic tracking systems. Copies of all invoices and evidence of payments will be secured on-site and on a cloud storage server for a minimum of six years.

**Security and Transportation Measures for Safe Cash Handling and Secure Storage**

SCC will establish and implement comprehensive security measures and procedures for safe cash handling and cash transportation to prevent theft, loss, and fraud and to mitigate any potential associated risks to the safety of our employees and the public. In addition to the policies outlined, security measures will include: (i) routine employee training and precautions to identify and mitigate counterfeit currency in transactions; (ii) an on-site locked safe or vault maintained in a secured room separate from the retail sales area; (iii) 24/7 video surveillance of areas where cash is kept, handled, and prepared for transport, which will be able to produce a clear, still image live or recorded; (iv) implementation of written SOPs for securing cash, safe transfers of deposits, and protocols for our security alarm systems and video surveillance; (v) use of an armored transport provider duly licensed and approved by our financial institution; and (vi) any other security measures required by the AMCC.

**SCC's Tax Plan and Tax Compliance**

SCC will ensure all required taxes assessed, whether at the federal, state, or local level, are properly, accurately, and timely allocated and remitted.

**Procedures for Allocating and Remitting Required Taxes**

In coordination with certified accountants, SCC's executive team will ensure the proper collection and remittance of taxes on all taxable products sold, the annual privilege tax, and other required taxes. Applicable tax rates will be preprogrammed into the POS to ensure taxes are collected as required by any local, state, or federal agency, including a nine percent (9%) gross proceeds tax on Medical Cannabis. SCC will provide each purchaser with a receipt displaying the excise tax separately from the list, advertised, or marked price or other discounts and a statement that reads: "The cannabis excise taxes are included in the

total gross amount of this sale." SCC will remit timely payment of an annual privilege tax to the ALDOR calculated based upon SCC's net worth in Alabama for the applicable taxable year in accordance with Chapter 14A of Title 40 of the Code of Alabama.

**SCC's Ongoing Reporting Requirements and Compliance Plan**

Required records and reports will be secured on-site and on a secured cloud storage server for a minimum of six years unless otherwise noted. At the time of the pre-commencement inspection and each inspection thereafter, or upon the request of the AMCC, we will comply with any records examination to produce the following:

- Demonstrated compliance (or plan for compliance) with all applicable tax laws, including SCC's verified tax plan, all required tax records, and verification that SCC nor its affiliates or interest holders are delinquent in any required tax payment.
- Permits, licenses, local authorizations, and contracts with other licensees relating to medical cannabis activity; SCC's Dispensary license will be prominently displayed.
- Financial records, including verified current financial statements/pro forma, balance sheet reports, profit and loss reports, statements of cash flow, sales invoices, receipts, and financial accounting required by the AMCC or the ALDOR that outline SCC's year-end financials and projections, assets and liabilities, and cash flow. A financial audit conducted by an independent CPA will be submitted annually upon request.
- Records and SOPs pertaining to operations, including but not limited to security, training, facility, equipment, quality assurance, and compliance requirements.

**This Exhibit 18 Complies with**:Ala. Admin. Code r. 538-x-3-.03(8); Ala. Admin. Code r. 538-x-3-.05(3)(h); Ala. Admin. Code r. 538-x-3-.05(3)(m)(8); Ala. Admin. Code r. 538-X-4-.02; Ala Admin. Code r. 538-x-4-.07(5); Ala. Admin. Code r. 538-x-4-.07(12)(h)-(i); Ala. Admin. Code r. 538-x-4-.07(12)(h); Ala. Admin. Code r. 538-x-8-.03; Ala. Admin. Code r. 583-x-8-.03(8); Ala. Admin. Code r. 538-x-8-.05(3)(h); Ala. Admin. Code r. 538-x-8-.05(3)(m)(9)-(10); Darren Wesley' Ato' Hall Compassion Act §20-2A-55(d); §20-2A-80(a)-(b).

# Exhibit 19 – Standard Operating Plan and Procedures

**Verification**

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

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **Verification Date** |

# 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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **Verification Date** |

# 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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **Verification Date** |

# 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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **Verification Date** |

# 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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **Verification Date** |

# Exhibit 27 – Fleet Summary

**Verification**

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

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **Verification Date** |

# 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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **Verification Date** |

# 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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **Verification Date** |

# 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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **Verification Date** |

# 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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **Verification Date** |

**Exhibit 31 – Facilities**

*Satisfaction of Plan: In progress with completion expected 60 days after license award*

**Executive Summary.**

Southeast Cannabis Company LLC's ("SCC's") Integrated Facility locations are strategically situated around the state so that they can serve an impactful number of qualified patients, including those in rural underserved areas. SCC's experienced team has designed state-of-the-art facilities to provide a seamless, efficient, and enjoyable patient experience while adhering to all of Alabama's rules and regulations.

Maintaining integrity with the local communities is critical to the SCC team because for the majority of the team, this is their home. SCC's team has deep roots in Alabama; in particular, our team has deep ties to the rich southern Alabama agricultural community, as well as to the state's healthcare pharmacy community. This unique combination – agriculture and healthcare – creates the perfect synergy and provides solid experience to operate Alabama's premier Integrated Facility License. The team is led by a fourth-generation African American farmer, Oliver Washington IV, whose family business, Shore Acres Plant Farm, provides the ideal backdrop and setting for SCC's cultivation and processing facility in the small town of Theodore in Mobile County, which welcomes the facility, and the much-needed jobs it will bring to the community. Mr. Washington is joined by Carla White, an African American woman who has been a community pharmacist serving rural Alabama for almost 30 years. SCC's pharmaceutical bench is further deepened by George Radcliff, whose family has lived in the Mobile area for generations where they have been active members in local philanthropic organizations. Mr. Radcliff's lifelong career has been spent in pharmaceutical and surgical sales. These individuals' experiences and local flavors will be amplified by SCC team member, Matt Bickel, who will be focusing on helping design the Theodore Cultivation Facility. Mr. Bickel is highly skilled at cultivating cannabis indoors, outdoors, and in greenhouses, and he has experience as a project manager in all phases of cannabis cultivation design and construction. For the Processing Facility, SCC has brought on several qualified individuals including Charles Smith who owned and operated a business in Foley, Alabama for over ten years, and is a distinguished cannabis industry professional who has spent over a decade of his career formulating and manufacturing unique cannabis-infused products.

**31.1 – The Facility Name and Type.**

Our company facility name is Southeast Cannabis Company, LLC doing business as "SCC." We are applying for an Integrated Facility License.

**31.2 – The physical address and GPS coordinates of the facility.**

**Mobile County Cultivation and Processing Facility**

SCC will operate our Cultivation and Processing Facility at 11545 Bellingrath Road, Theodore Alabama located in unincorporated Mobile County, Alabama. (GPS 30.44962, -88.16729).

**Dispensing Sites**

We have strategically chosen our five Dispensing Sites so that we can provide widespread patient access throughout the state of Alabama.

Mobile Dispensing Site

Our Mobile Dispensing Site is located at 1540 West I-65 Service Road South, Unit C, Mobile Alabama, 36693, near the busy intersection of Airport Boulevard and I-65. (GPS 30.66963, -88.12872). This location is surrounded by a heavy commercial district and will provide convenient access to qualified patients and caregivers in Mobile.

Alexander City Dispensing Site

Our Alexander City Dispensing Site is located on at Parcel #62 05 09 29 3 001 001 000. (GPS 32.948839, -85.990022). Alexander City, "Alex" to the locals, is the largest city in Tallapoosa County. The site is located right off the busy thoroughfare of Highway 280 between Auburn and Birmingham. This site will be able to serve qualified patients in this underserved region.

Dothan Dispensing Site

Our Dothan Dispensing Site is located at 3702 Ross Clark Circle, Suite 1, Dothan, Alabama 36303, in Houston County, which is located on State Route 210 that circles the city of Dothan, making it incredibly accessible to qualified patients living anywhere in Dothan. (GPS 31.25136, -85.41849). The southern city of Dothan, located in the Wiregrass Region of Alabama, is the state's eighth largest city and is also a short drive for the qualified patients living in Troy, Andalusia, Enterprise, and Fort Rucker.

Montgomery Dispensing Site

Our Montgomery Dispensing Site is a parcel of undeveloped land located at 333 N. Eastern Boulevard, Montgomery, Alabama 36109, in Montgomery County. (GPS 32.39770, -86.21208). Montgomery is the capital city of Alabama, and the second most populous city in the state, placing this location as the ideal spot to serve thousands of qualified patients in the region.

Foley Dispensary Site

Our fifth dispensing site will be in the city of Foley, Alabama. The historic coastal city of Foley is the principal city of the Daphne-Fairhope-Foley metropolitan area, which includes all of Baldwin County. Foley is just 10 miles from the Gulf Coast providing excellent access to all qualified patients living or visiting this high-traffic area. While we have not yet secured a property in the city, we believe that its location is perfectly situated to house a Dispensing Site and through connections made through Mr. Smith's ownership of Bella Terra RV resort, a Baldwin County institution, we are confident in our ability to find an ideal site for our Dispensary immediately following licensure.

**31.3 – An Aerial Photograph of the Facility, Including Clearly Identified Site Boundaries.**

**Mobile County Production Facility**

All Cannabis will be cultivated in an enclosed structure with absolutely no cultivation being conducted outdoors. Further, no cultivation will be done directly in the ground, instead, each plant or batch will be cultivated in an individual receptable containing the soil or other appropriate growing media to foster portability, limit cross-contamination, and facilitate proper monitoring of each cannabis plant in accordance with Ala. Admin. Code r. 80-14-1-.06 (2022). Our Director of Security, former Mobile County Sheriff Sam Cochran, who has 30 years of law enforcement experience protecting citizens and businesses in Mobile County, will be overseeing the security of all of SCC's facilities. Mr. Cochran has ensured that the cultivation building will be surrounded by a solid fence to limit the visibility of cannabis from outside the perimeter barrier of the Production Facility per Ala. Admin. Code r. 80-14-1-.08 (2022). In line with SCC's dedication to security, none of the buildings located at the Production Facility will have any signage, logos, products, paraphernalia, or other identifying characteristics on the outside of any of the buildings to alert the public that cannabis is being grown or stored at the cultivation facility. See attached aerial photograph

of the Production Facility (identified as "Production Facility Aerial Photograph – Attachment to Exhibit 31, Section 31.3").

**Dispensing Sites**

Each of SCC's Dispensing Site Facilities are compliant with all setbacks from sensitive uses, specifically, each Dispensing Site is more than 1000 feet from any school, daycare, or childcare facility as mandated by Ala. Admin. Code r.583-x-8-.04(3)(a)-(b) (2022); §20-2A-64(d)(1)), Code of Alabama 1975 (as amended). Further, each site has monitored and secured parking areas, and the parking areas provide reasonable privacy to qualifying patients and caregivers as they arrive and depart, complying with Ala. Admin. Code r.583-x-8-.04(2) (2022).

Mobile Dispensing Site

See attached aerial photograph of the Mobile Dispensing Site (identified as "Mobile Dispensing Site Aerial Photograph – Attachment to Exhibit 31, Section 31.3").

Alexander City Dispensing Site

See attached aerial photograph of the Alexander City Dispensing Site (identified as "Alexander City Dispensing Site Aerial Photograph – Attachment to Exhibit 31, Section 31.3").

Dothan Dispensing Site

See attached aerial photograph of the Dothan Dispensing Site (identified as "Dothan Dispensing Site Aerial Photograph – Attachment to Exhibit 31, Section 31.3"). Montgomery Dispensing Site

See attached aerial photograph of the Montgomery Dispensing Site (identified as "Montgomery Dispensing Site Aerial Photograph – Attachment to Exhibit 31, Section 31.3").

Foley Dispensing Site

As a prospective rather than specific location it is impossible to provide an aerial photograph for our proposed Foley location.

**31.4 – Proof of Authorization for the Applicant to Occupy the Property Where the Facility is Proposed to be Located.**

**Mobile County Cultivation and Processing Facility**

SCC has received written authorization to occupy the property in Mobile County. SCC has entered into a letter of intent dated December 12, 2022 with Oliver Washington, IV and

Marie Antoinette Washington, Co-Trustees of the Washington Family Trust, and owners of 11545 Bellingrath Road, Theodore, Alabama 36582, the real property where its Cultivation and Processing Facility will be located. The proposed lease will be for an initial term of five years, with an option to extend for an additional five-year term. The attached letter of intent (identified as "Production Facility Letter of Intent – Attachment to Exhibit 31, Section 31.4") notes that the lease will be contingent on the AMCC approving SCC's application for an Integrated Facility license.

**Dispensing Sites**

SCC has obtained written authorization for it to occupy the properties where each dispensary facility will be located.

Mobile Dispensing Site

SCC has entered into an attached Lease (identified as "Mobile Dispensary Lease – Attachment to Exhibit 31, Section 31.4") dated December 12, 2022, for the Mobile Dispensing Site with the owner of the property, Guy Brothers Roofing Company, Inc. for the permitted use of a licensed medical cannabis dispensing site, for an initial term of nine months with an option to extend for an additional five years. The lease is contingent on the AMCC approving SCC's application for an Integrated Facility license.

Alexander City Dispensing Site

SCC has entered into an attached Letter of Intent (identified as "Alexander City Dispensary Letter of Intent – Attachment to Exhibit 31, Section 31.4") dated December 8, 2022, for the Alexander City Dispensing Site with Ryan Robinson, a representative of the owner of the property, Joseph H. Robinson Jr and Richard H. Robinson, for the permitted use of a licensed medical cannabis dispensing site, for an initial term of five years. The Letter of Intent notes that the lease shall be contingent on the AMCC approving SCC's application for an Integrated Facility license.

Dothan Dispensing Site

SCC has entered into an attached Option to Lease (identified as "Dothan Dispensary Option to Lease– Attachment to Exhibit 31, Section 31.4") dated December 21, 2022 for the Dothan City Dispensing Site with Steve Glover, Revocable Trust Agreement dated January 13, 2021, the owner of the property, for the permitted use of a licensed medical cannabis dispensing site, for an initial term of five years, including a three-year extension term

thereafter if exercised. The Option to Lease notes that the ultimate lease shall be contingent on the AMCC approving SCC's application for an Integrated Facility license.

Montgomery Dispensing Site

SCC has entered into an attached Letter of Intent/Option to Lease (identified as "Montgomery Dispensary Letter of Intent/Option to Lease – Attachment to Exhibit 31, Section 31.4") dated December 9, 2022, for the Montgomery Dispensing Site with David Webb, representative of the Webb Real Estate Company, LLC, the owner of the property, for the permitted use of a licensed Medical Cannabis Dispensing Site, for an initial term of five years. The Letter of Intent notes that the lease shall be contingent on the AMCC approving SCC's application for an Integrated Facility license.

Foley Dispensing Site

Once SCC has confirmed the location for its Foley Dispensing Site, it will immediately enter into a Lease with the owner of the property for the permitted use of a licensed Medical Cannabis Dispensing Site, for an initial term of five years. The Lease will be sure to note that it shall be contingent on contingent on the AMCC approving SCC's application for an Integrated Facility license.

## 31.5 – Proof of Local Zoning and Other Approvals Necessary to Operate the Business in the Local Jurisdiction Where the Business is Located, Including but not Limited to the Local Jurisdiction's Ordinance or Resolution Approving the Operation of Medical Cannabis Facilities There.

**Mobile County Production Facility**

Mobile County has drafted a Resolution Authorizing the Operation of Integrated Facilities within the Mobile County limits. The attached ordinance (identified as "Mobile County Ordinance – Attachment to Exhibit 31, Section 31.5") will not be voted on until December 27, 2022. Due to timing issues related to the application's December 30th deadline, our team must submit our application before the final resolution passes. We have had multiple conversations with the Mobile County Commissioners who have assured us that they expect the resolution to pass. Further, they have confirmed that Mobile County does not have any specific zoning, therefore our proposed Mobile County Integrated Facility is in a compliant location as to zoning as well.

**Dispensing Sites**

Mobile Dispensing Site

The proposed City of Mobile Dispensing Site parcel is zoned B-3 Community Business District zone. According to the City of Mobile's attached Ordinance No. 01-062, (identified as "Mobile City Ordinance – Attachment to Exhibit 31, Section 31.5") the Mobile City Council voted to authorize the operation of dispensing sites within the corporate limits of the City of Mobile on December 13, 2022. Further, the Mobile Planning and Zoning Department has confirmed with our team that Medical Cannabis Dispensaries are permitted by right in the B-3 Community Business District, which is also where they currently permit specialty health food and CBD stores. While the City of Mobile has not yet passed an ordinance specific to medical marijuana dispensary zoning, the Planning and Zoning Department was able to confirm their internal decision that the B-3 Community Business District Zone would permit such use over the phone with our team, however, they would not put this in writing.

Alexander City Dispensing Site

The proposed Alexander City Dispensing Site parcel is zoned B-2 General Business Zoning District. According to Alexander City's attached Ordinance No. 2023-03 (identified as "Alexander City Ordinance – Attachment to Exhibit 31, Section 31.5"), Alexander City authorized the operation of dispensing sites within the corporate limits of Alexander City on October 17, 2022. Further, the Alexander City Planning and Zoning Department has confirmed with our team over the phone that the B-2 General Business Zoning District allows for medical cannabis dispensaries, however, they would not put it in writing. The Zoning Department noted that Alexander City is allowing medical cannabis dispensaries anywhere a pharmacy would be permitted, which includes the B-2 General Business Zoning District as well as other zoning districts.

Dothan Dispensing Site

The proposed Dothan Dispensing Site parcel is zoned B-2/B-3 Commercial Retail Sales. According to Dothan's attached Ordinance No. 2022-290 (identified as "Dothan Authorizing Ordinance – Attachment to Exhibit 31, Section 31.5"), Dothan authorized the operation of Dispensing Sites within the corporate limits of Dothan on September 20, 2022. Further, the Dothan City Planning and Zoning Department has confirmed in writing via the attached email and Fact Sheet (identified as "Dothan Zoning Verification – Attachment to

Exhibit 31, Section 31.5") provided by the Dothan Planning Department below that the B-2/B-3 Commercial Retail Sales zone permits medical cannabis dispensaries.

Montgomery Dispensing Site

The proposed Montgomery Dispensing Site parcel is zoned M-1 Light Industry. According to the City of Montgomery's attached Ordinance No. 63-2021 (identified as "Montgomery Ordinance – Attachment to Exhibit 31, Section 31.5"), Montgomery authorized the operation of dispensing sites within the corporate limits of the City of Montgomery on December 7, 2021. Further, the Montgomery Planning and Zoning Department has confirmed in writing in the attached Zoning Verification Letter (identified as "Montgomery Zoning Verification – Attachment to Exhibit 31, Section 31.5") that the M-1 zone allows for Medical Cannabis Dispensaries.

Foley Dispensing Site

While we have not confirmed the address for our Foley Dispensing Site, we can confirm that it will be zoned B1A. According to the City of Foley's attached Ordinance No. 22-2039 ORD (identified as "Foley Ordinance – Attachment to Exhibit 31, Section 31.5"), Foley authorized the operation of dispensing sites within the corporate limits of the City of Foley on September 19, 2022. Further, the Foley Planning and Zoning Department has confirmed in writing per the attached Medical Cannabis Dispensary zoning map (identified as "Foley Zoning Map – Attachment to Exhibit 31, Section 31.5") that the B1A zone allows for medical cannabis dispensaries.

**31.6 – Facility Blueprints and Schematics**

SCC has engaged lauded medical cannabis facility design firm Anderson Porter Designs to create three sets of plans that will serve as the basis for our various facilities, each clearly showing the interior of the facility including the function of each area. The first set (identified as "Production Facility Blueprints – Attachment to Exhibit 31, Section 31.6") shows the design and layout of our Production Facility. The second set (identified as "New Build Facilities Blueprint – Attachment to Exhibit 31, Section 31.6") will be used as the design basis for our new build facilities which will be constructed on sites that do not currently have a building and which shall include the Alexander City Dispensing Site and the Montgomery Dispensing Site. The final set of blueprints (identified as "Multi-Use Structures Blueprint – Attachment to Exhibit 31, Section 31.6") will be used as the basis to build out our

dispensaries that are found in multi-use structures, which shall include the Dothan Dispensing Site and the City of Mobile Dispensing Site.

**31.7 – A timetable for completion and commencement of operations as to the facility.**

We have planned for an aggressive timetable for our Dispensing Sites so that we can be first to market and quickly serve the needs of the qualified patients of Alabama.

| Date | Event |
|---|---|
| December 30, 2022 | Submit application |
| June 12, 2023 | Initial License Awarded |
| June 13, 2023 | Begin Pre-Operation Hiring and Training |
| June 15, 2023 | Secure building permits for all properties |
| June 30, 2023 | Begin construction of Production Facility Phase 1 |
| July 1, 2023 | Final Licenses Issued |
| July 20, 2023 | Complete construction of Production Facility Phase 1 |
| August 1, 2023 | Pre-Commencement Inspections for Production Facility |
| August 1-11, 2023 | Onsite training for cultivation operations |
| August 12, 2023 | Commence cultivation operations |
| September 1, 2023 | Begin Dispensary Construction |
| December 1, 2023 | First harvest |
| December 1, 2023 | Complete Dispensary Facility Construction |
| December 3, 2023 | Pre-Commencement Inspection of Dispensaries |
| December 5-20, 2023 | Onsite training for dispensing operations |
| December 12, 2023 | Complete, drying, processing, testing, and packaging of first harvest |
| January 1, 2024 | Grand opening of Dispensaries |

**31.8 – A Statement Whether the Facility Shall be Open to the Public and if so The Anticipated Hours of Business Operation.**

**Mobile County Production Facility**

The Mobile County Cultivation and Processing Facility will not be open to the public.

**Dispensing Sites**

All five of our Dispensing Sites will be open only to qualified patients with proper identification and credentials as well as our personnel, from 7AM CST to 9PM CST, seven days a week with the exception of major holidays in line with local banking schedules.

**31.9 – The Hours of Operation During Which the Facility will be Occupied by Applicant's Employees; If Not Continuous, The After-Hours Contact Information for Management.**

**Mobile County Cultivation and Processing Facility**

The Mobile County Production Facility employees will be on site beginning at 8AM CST each day through 6PM CST, seven days a week. In line with our security plan, the SCC Cultivation and Processing Facility will have on-site security 24 hours per day to monitor the location.

**Dispensing Sites**

While the Dispensing Sites will be open to the public from 7AM CST to 9PM CST, seven days a week, dispensary employees will be there to open the store and prepare to serve qualified patients by 6:30AM CST each day and will be on site closing down the operations until 9PM CST. In line with our security plan, all Dispensing Sites will have on-site security guards 24 hours per day to monitor the location.

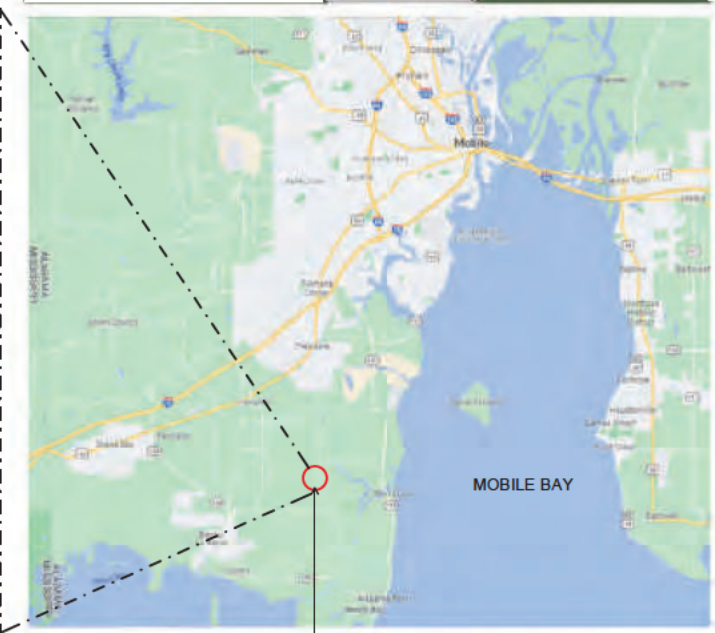
**This Exhibit 31 complies with:**

Ala. Admin. Code r. 80-14-1-.06; 80-14-1-.08; 538-x-3-.05(3)(k); 538-x-3-.05(3)(m)(12)(c)-(h) ; 538-x-3-.11(5)(m) ; 583-x-8-.04(2)-(4).

Darren Wesley 'Ato" Hall Compassion Act §20-2A-56(c)(11); §20-2A-64(d)(1); §20-2A-64(f)

# SOUTHEAST CANNABIS CO.

PARCEL I.D. #002.002
THEODORE, ALABAMA 36582


PROPOSED BUILDING LOCATION
Latitude : 30.44978
Longitude: -88.173462

11545 BELLINGRATH RD, THEODORE, AL

PROJECT LOCATION HERE

ANDERSON PORTER DESIGN

LIST OF SYMBOLS

ABBREVIATIONS

SITE LOCATION

PROJECT LOCATION

N

CONTACTS

ARCHITECT
Anderson Porter Design
878 Main Stre t
Cambridge MA 02139

Brian Anderson
617.354.3901

DRAWING LIST

| | |
|---|---|
| GENERAL | |
| G1.0 | COVER SHE T |
| G1.1 | ACCESSIBILITY REQUIREMENTS |
| G1.2 | ACCESSIBILITY REQUIREMENTS |
| ARCHITECTURE | |
| A1.0 | SITE PLAN |
| A1.1 | PROPOSED FLOOR PLAN |
| A1.2 | PROPOSED FLOOR PLAN - U ADER GROUND |
| A2.1 | PROPOSED EXTERIOR ELEVATIONS |
| A2.2 | PROPOSED EXTERIOR ELEVATIONS |
| A3.1 | PROPOSED BUILDING SECTIONS |

GENERAL INFORMATION

| | |
|---|---|
| PROPERTY ADDRESS: | PARCEL I.D. #002.002<br>THEODORE, A A AMA 36582 |
| PROJECT DESCRIPTION: | CANNABIS CULTIVATION & MANUFACTURING FACILITY |

AndersonPorterDesign
1972 Massachusetts Avenue
Cambridge, MA 02140
T 617.354.3901 F 617.354.3904

SOUTH A T CANNABIS CO. LLC

PARCEL I.D. #002.002
THEODORE, A ABAMA 36582

COVER SHEET

G1.0

License Type: Integrated Facility

| | |
|---|---|
| Property Entrance | |
| Nearest Prohibited Setback | |
| Radius – 1000 ft | |

# Mobile

*1540 West I-65 Service Road South, Unit C*

Mobile Dispensing Site Aerial Photograph -
Attachment to Exhibit 31 - Facilities, Section 31.3


Alexander City Dispensing Site Aerial Photograph -
Attachment to Exhibit 31 - Facilities, Section 31.3

License Type: Integrated Facility

| | |
|---|---|
| Property Entrance | |
| Nearest Prohibited Setback | |
| Radius – 1000 ft | |

Dothan

*3702 Ross Clark Circle*

Dothan Dispensing Site Aerial Photograph -
Attachment to Exhibit 31 - Facilities, Section 31.3


| | |
|---|---|
| | Property Entrance |
| | Nearest Prohibited Setback |
| | Radius – 1000 ft |

Montgomery

*333 N. Eastern Blvd*

Montgomery Dispensing Site Aerial Photograph -
Attachment to Exhibit 31 - Facilities, Section 31.3

December 12, 2022

Oliver Washington, IV and Marie Antoinette Washington
Co-Trustees of the Washington Family Trust
11740 Bellingrath Rd
Theodore, Alabama 36582
Via Electronic Mail: oliveriv@soplantfarm.com

RE: Letter of Intent ("LOI") to lease approximately 30 acres located at 11545 Bellingrath Road, Theodore, Alabama, 36582 (the "Premises")

Dear Mr. Washington:

Pursuant to our discussions, the following represents the general terms by which Southeast Cannabis Company, LLC (the "Tenant") proposes to enter into a Lease Agreement with the Washington Family Trust (the "Landlord") for the Premises defined above. Tenant is applying for an Integrated Facility License from the State of Alabama Medical Cannabis Commission, which permits the Tenant to operate a cultivation and processing facility, as well as up to five dispensaries within the State of Alabama.

[redacted]

[redacted]

If these terms and conditions are acceptable to Landlord, please indicate the same in the area provided below and return to my attention via email or mail. If you should have any questions or need any additional information, please feel free to contact me at your convenience. We look forward to completing this transaction.

Sincerely,

Southeast Cannabis Company, LLC

By: _____ dotloop verified 12/19/22 3:01 PM CST 1HE1-KWWX-LXLN-JFIP

George Radcliff, Manager

The aforementioned lease terms have been accepted this _____ day of December, 2022

Landlord: Washington Family Trust

By: _____

Name: Oliver Washington, IV

Its: Co-Trustee

Date: 12-16-2022

By: _____

Name: Marie Antoinette Washington

Its: Co-Trustee

Date: 12-16-2022

06664647.1
PD.40643429.2

# PLEASE READ YOUR LEASE

**STATE OF ALABAMA)**
**COUNTY OF MOBILE)**

THIS LEASE, made this 12, day of December, 2022 by and between

**GUY BROTHERS ROOFING COMPANY, INC**

**of C/O BETBEZE REALTY CO., INC., 3345 Halls Mill Road, Mobile, AL 36606** heinafter called "Lessor," of the one part, and **BETBEZE REALTY CO., INC., as** Agent, and

**SOUTHEAST CANNBIS COMPANY, LLC**

of **1540 WEST I-65 SERVICE ROAD SOUTH, UNIT B MOBILE, ALABAMA 36693** hereinafter called "Lessee," of the other part:

WITNESSETH: That the Lessor does hereby demise and let unto the Lessee the following described real property in Mobile, Mobile County, Alabama to wit:

1. DESCRIPTION: Approximately 900 square feet of office space located at:

**1540 West I-65 Service Road South**
**Unit C**
**Mobile, Alabama 36693**

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

IN WITNESS WHEREOF, THE Lessor and the Lessee have executed THESE PRESENTS in triplicate by affixing hereunto their respective hands and seals on the day and date first above set forth

**GUY BROTHERS ROOFING COMPANY, INC.**

WITNESS

By: _____ (SEAL)
Brent Langham LESSOR

Its: Owner

SOUTHEAST CANNABIS COMPANY, LLC

WITNESS

By: _____ (SEAL)
George W. Radcliff LESSEE

Joey Betbeze

dotloop verified
12/18/22 8:06 AM CST
SPHQ-NSJ6-QV91-KWYU

(SEAL)
BETBEZE REALTY CO., INC. AGENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

LEASE GUARANTY

In consideration of ONE DOLLAR ($1.00) in hand received and in order to induce
**GUY BROTHERS COMPANY, INC.**
(hereafter referred to as "Landlord") to execute and deliver a certain lease dated December 12 2022 by and between Landlord and **SOUTHEAST CANNABIS COMPANY, LLC** (hereafter referred to as "Tenant") relating to certain demised premises located at:

**1540 WEST I-65 SERIVCE ROAD SOUTH**
**SUITE C**
**MOBILE, ALABAMA 36592**

the undersigned (hereinafter referred to as "Guarantor" whether one or more), jointly and severally do(es) hereby guarantee the prompt, full and faithful performance by Tenant of all agreements, covenants, obligations and acts to be performed by Tenant under the provisions of said lease during the initial term and during any extension or renewal thereof, and covenants and agrees that, in the event of Tenant's default or defaults, upon Landlord's demand, promptly to fulfill and perform any and all agreements, covenants, obligations and acts of Tenant in said lease contained, Guarantor(s) each agree that Landlord and Tenant may alter, modify, or otherwise amend said lease without necessity of any notice to or joinder to Guarantor or any of them, and Landlord may deal with Tenant as Landlord may elect without diminishing or discharging the liability of Guarantor of any of them assumed hereunder. Each Guarantor Expressly waives notice of any default by Tenant under the said lease and all other notice to which Tenant or any Guarantor might be otherwise entitled or which may be required by Law, waives necessity of attempting or exhausting recourse against Tenant or any other guarantor. Each Guarantor further consents to any assignment or subletting, in whole or in part, of the lease or leased premises by Landlord or Tenant, their subtenants or assignees, and this guaranty shall enure to the benefit of the successor and assigns of Landlord. Each Guarantor hereby appoints the Secretary of State of the State of Alabama as his or its agent for service of process in any action brought on this Guaranty in said State and agrees to submit to the jurisdiction of any court in the State.

IN WITNESS WHEREOF, each Guarantor has signed and sealed this Guaranty as of the 13 day of December, 2022.

_____(SEAL)
George W. Radcliff
Address: 10304 Celeste Rd.
Saraland, AL. 36571
SSN: 420-27-1688

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Debbie Vice, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instruments, (s) he executed the same voluntarily on the say the same bears date.

Given under my hand and official seal this the _____ day of December, 2022.

_____
Notary Public

My Commission Expires: _____

# SOUTHEAST CANNABIS COMPANY LLC LETTER OF INTENT/ OPTION TO LEASE

December 8, 2022

George W. Radcliff
Southeast Cannabis Company LLC
11545 Bellingrath Rd.
Theodore, AL. 36582
(251)288-1952

Re: Southeast Cannabis Company LLC ("SCC") Option to Lease
Alexander city property-See attached Map

This Southeast Cannabis Company LLC Letter of Intent/ Option to Lease (this "LOI") is for the leasing of a property located at

| | |
|---|---|
| LANDLORD: | Ryan Robinson representative for the Robinson property |
| TENANT: | "SCC" Southeast Cannabis Company |
| PREMISES: | Approximately ½ acre+/- of raw undeveloped land in Alexander City, Alabama (Tallapoosa County) to build a medical dispensary. See attached map. |
| PERMITTED USE: | Tenant shall have the exclusive use of the Premises for the operation of a licensed Medical Marijuana Dispensary, and any other lawful purpose under state and local law. |

[redacted]

[redacted]

[redacted]

[redacted]

[SIGNATURE PAGE FOLLOWS]

If the terms and conditions are acceptable, please execute this Binding Letter of Intent / Option to Lease in the space provided below.

**AGREED & ACCEPTED: LANDLORD / _____**

Signature: _____
Name: Ryan H. Rubinson
Title: Owner

Date: 12-8-22

**AGREED & ACCEPTED: TENANT / SOUTHEAST CANNABIS COMPANY LLC**

Signature: _____
Name: George W. Radcliff
Title: President/Owner of SCC

Date: 12/8/2022

**SOUTHEAST CANNABIS COMPANY LLC LETTER OF INTENT/ OPTION TO LEASE**

December 21, 2022

George W. Radcliff
Southeast Cannabis Company LLC
11545 Bellingrath Rd.
Theodore, AL. 36582
(251)288-1952

Re: Southeast Cannabis Company LLC ("SCC") Option to Lease
3702 Ross Clark Circle (Suite 1) Dothan, AL. 36303

This Southeast Cannabis Company LLC Letter of Intent/ Option to Lease (this "LOI") is for the leasing of a property located at 3702 Ross Clark Circle (Suite 1) Dothan, AL. 36303.

LANDLORD: Steve Glover
Revocable Trust Agreement dated January 13, 2021

TENANT: "SCC"

PREMISES: Approximately 1200 square feet of office/commercial space at the mixed-use property zoned B2 and the adjacent parking area, located at 3270 Ross Clark Circle Dothan, AL. 36303.

PERMITTED USE: This tenant shall have the exclusive use of the Premises for the operation of a licensed Medical Marijuana Dispensary, and any other lawful purpose under state and local law. For the entire period the Tenant is occupying the Premises, Landlord shall not rent to another Medical Marijuana Dispensary in the same complex.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

If the terms and conditions are acceptable, please execute this Binding Letter of Intent / Option to Lease in the space provided below.

**AGREED & ACCEPTED: LANDLORD / _____**

Signature: _____
Name: _____
Title: _____

Date: _____

**AGREED & ACCEPTED: TENANT / SOUTHEAST CANNABIS COMPANY LLC**

Signature: _____
Name: George W. Radcliff _____
Title: President/Owner of SCC_____
Date: 12/13/2022_____

# SOUTHEAST CANNABIS COMPANY LLC LETTER OF INTENT/ OPTION TO LEASE

December 9, 2022

George W. Radcliff
Southeast Cannabis Company LLC
11545 Bellingrath Rd.
Theodore, AL. 36582
(251)288-1952

Re: Southeast Cannabis Company LLC ("SCC") Option to Lease
Montgomery City property (See attached Map)

This Southeast Cannabis Company LLC Letter of Intent/ Option to Lease (this "LOI") is for the leasing of an out parcel located at: 333 Northeast Blvd. Montgomery, AL. 36117

| | |
|---|---|
| LANDLORD: | David Webb representative for Webb Real Estate Company LLC. |
| TENANT: | "SCC" Southeast Cannabis Company |
| PREMISES: | Approximately ½ acre+/- of raw undeveloped land in Montgomery City, Alabama (Montgomery County) to build a medical dispensary. See attached map. |
| PERMITTED USE: | Tenant shall have the exclusive use of the Premises for the operation of a licensed Medical Marijuana Dispensary, and any other lawful purpose under state and local law. |
| [redacted] | [redacted] |
| [redacted] | [redacted] |
| [redacted] | [redacted] |
| [redacted] | [redacted] |

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[SIGNATURE PAGE FOLLOWS]

If the terms and conditions are acceptable, please execute this Binding Letter of Intent / Option to Lease in the space provided below.

**AGREED & ACCEPTED: LANDLORD / _____**

Signature: David Webb dotloop verified 12/09/22 5:10 PM CST XYQJ-Q2A6-ZQJC-NJD0

Name: David Webb

Title: Owner

Date: _____

**AGREED & ACCEPTED: TENANT / SOUTHEAST CANNABIS COMPANY LLC**

Signature: _____

Name: George W. Radcliff

Title: President/Owner of SCC

Date: 12//2022

RESOLUTION AUTHORIZING THE OPERATION OF MEDICAL CANNABIS DISPENSING SITES WITHIN UNICORPORATED AREAS OF THE COUNTTY

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

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

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

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

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

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

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

THEREFORE BE IT RESOLVED, by the Mobile County Commission that it does hereby authorize the operation of medical cannabis dispensing sites by dispensary licensees and integrated facility licensees within the unincorporated areas of the county.

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

STATE OF ALABAMA
COUNTY OF MOBILE

I, Glenn L. Hodge, County Administrator, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Mobile County Commission in regular meeting convened the 27th day of December, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Mobile County Commission on this the 27th day of December, 2022.

_____
Glenn L. Hodge, County Administrator
Mobile County Commission

**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

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

06526198.3
49019359 v1

**ORDINANCE NO. 2023-04**

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

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

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

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

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

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

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

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

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

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

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

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

This ordinance shall become effective upon publication.

**ADOPTED AND APPROVED** this 17th day of October, 2022.

Ordinance 2023-04

**ATTEST:**

Amanda F. Thomas

Amanda F. Thomas, City Clerk

Audrey "Buffy" Colvin, Council President

Curtis "Woody" Baird, Mayor

**CERTIFICATION OF CITY CLERK**

The undersigned, as City Clerk of the City of Alexander City, Alabama, hereby certifies that the foregoing is a true, correct and complete copy of **Ordinance No.** 2023-04 which was adopted by the City Council on this 17th day of October, 2022.

**WITNESS MY SIGNATURE**, as City Clerk of the City Alexander City, Alabama, under the seal thereof, this 17th day of October, 2022.

Amanda F. Thomas

City Clerk of the
City of Alexander City, Alabama

SEAL

Yeas: Tapley, Colvin, Hardy, E. Brown

Nays: None

Publication Date: Oct 22, 22

# 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**

**From:** Breaux, Frank
**To:** Sally Peebles; McDonald, Todd
**Subject:** RE: Proper Zoning
**Date:** Monday, December 12, 2022 6:57:46 AM
**Attachments:** image001.png
Medical Cannabis in Dothan Fact Sheet.pdf

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Ms. Peebles,

The property is zoned for commercial retail sales B-3/B-2 and a medical marijuana dispensary is a permitted use within both districts. Attached is a fact sheet for your information. Please let me know if you have further questions.

---

**From:** Sally Peebles <sally@vicentesederberg.com>
**Sent:** Friday, December 9, 2022 4:34 PM
**To:** McDonald, Todd <tmcdonald@dothan.org>
**Cc:** Breaux, Frank <fgbreaux@dothan.org>
**Subject:** RE: Proper Zoning

CAUTION: External email
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Just heard back – it is **3702** Ross Clark Circle Dothan, AL. 36303

It appears to be B-3. Thank you!

**Sally Kent Peebles, Esq.**
*Partner*

**Vicente Sederberg LLP**
Jacksonville, FL 32210
Direct: 904.351.8558
Sally@VicenteSederberg.com
VicenteSederberg.com

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**From:** McDonald, Todd <tmcdonald@dothan.org>
**Sent:** Friday, December 9, 2022 5:11 PM
**To:** Sally Peebles <sally@vicentesederberg.com>
**Cc:** Breaux, Frank <fgbreaux@dothan.org>
**Subject:** Re: Proper Zoning

Sorry yellow is residential. Green is commercial. Blue is office.

Todd L. McDonald, AICP

# Medical Cannabis in Dothan, Alabama

## Fact Sheet

1. Medical cannabis is permitted by law in the State of Alabama (Act 21-450).
2. Recreational use is prohibited by law.
3. The Dothan Board of Commissioners approved the location of dispensaries in the city (Ord. 2022-290).
4. A business license is required to operate a dispensary in the City of Dothan. Contact the Business License Office at 334-615-3166 for more information.
5. Before a City of Dothan business license may be issued, applicants must have the required license issued by the Alabama Medical Cannabis Commission. See https://amcc.alabama.gov/.
6. Sales and use taxes will be collected by the City of Dothan.
7. Excise taxes will be collected by the State.
8. For zoning purposes, dispensaries are classified as a "retail, indoor sales only" and is permitted in the all business (B) districts, the O-I & O-2 office (O) districts and light industrial (L-I) district. See http://www.dothan.org/272/Land-Development .
9. The city zoning map may be found at http://www.dothan.org/274/Dothan-Geographic-Information-Systems-Ma.

**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 **Montgomery**, Alabama

Land Use Division
Thomas M. Tyson, Jr.

Steven L. Reed
Mayor

City Council Members
Charles W. Jinright – President
Cornelius "CC" Calhoun – Pres. Pro Tem
Ed Grimes
Brantley W. Lyons
Marche Johnson
Audrey Graham
Oronde K. Mitchell
Clay McInnis
Glen O. Pruitt Jr.

December 12, 2022

Southeast Cannabis Company, LLC
Oliver Washington
11545 Bellingrath Rd.
Theodore, AL 36582

**RE: 333 North Eastern Boulevard**

Dear Sir or Madam:

This is to advise you that the property located at 333 North Eastern Boulevard is in a M-1 (Light Industrial) Zoning District, which allows a medical cannabis dispensary.

There are no variances, special exceptions, or zoning violations on file.

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

/jmh

This Instrument Prepared By:

407 E. Laurel Avenue
Foley, AL 36535

# City of Foley, AL

## Signature Copy

**Ordinance: 22-2039 ORD**

**File Number: 22-0515** **Enactment Number: 22-2039 ORD**

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FOLEY, ALABAMA that, in accordance with Alabama Code, Section 20-2A-51, a holder of a license granted by the State of Alabama pursuant to Act 21-450 is hereby authorized to operate a medical cannabis dispensing site within the corporate limits of the City of Foley, subject to the provisions of Act 21-450 and state law, and further subject to any relevant provisions of the Code of the City of Foley, including applicable zoning restrictions, business license requirements, and similar matters.

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

**President's Signature** J.W. Traweek **Date** 9-19-22

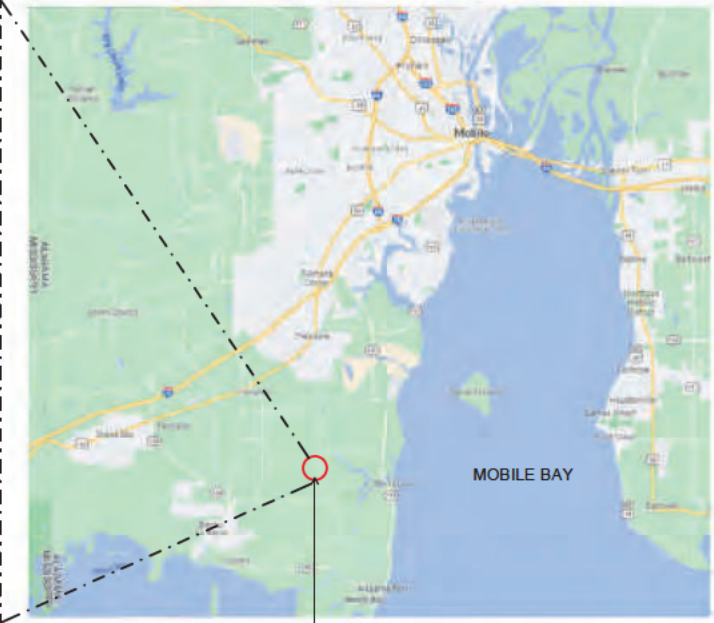
**Attest by Clerk** Kathryn Taylor **Date** 9-19-22

**Mayor's Signature** [illegible] **Date** 9/19/22

# SOUTHEAST CANNABIS CO.

PARCEL I.D. #002.002
THEODORE, ALABAMA 36582






LIST OF SYMBOLS

ABBREVIATIONS

SITE LOCATION


CONTACTS

ARCHITECT
Anderson Porter Design
878 Main Stre t
Cambridge MA 02139

Brian Anderson
617.354.3901

DRAWING LIST

| | |
|---|---|
| G1.0 | COVER SHE T |
| G1.1 | ACCESSIBILITY REQUIREMENTS |
| G1.2 | ACCESSIBILITY REQUIREMENTS |
| ARCHITECTURE | |
| A1.0 | SITE PLAN |
| A1.1 | PROPOSED FLOOR PLAN |
| A1.2 | PROPOSED FLOOR PLAN - VEGETATIVE GROWTH |
| A2.1 | PROPOSED EXTERIOR ELEVATIONS |
| A2.2 | PROPOSED EXTERIOR ELEVATIONS |
| A3.1 | PROPOSED BUILDING SECTIONS |

GENERAL INFORMATION

| | |
|---|---|
| PROPERTY ADDRESS: | PARCEL I.D. #002.002<br>THEODORE, ALABAMA 36582 |
| PROJECT DESCRIPTION: | CANNABIS CULTIVATION & MANUFACTURING FACILITY |

ANDERSON PORTER DESIGN

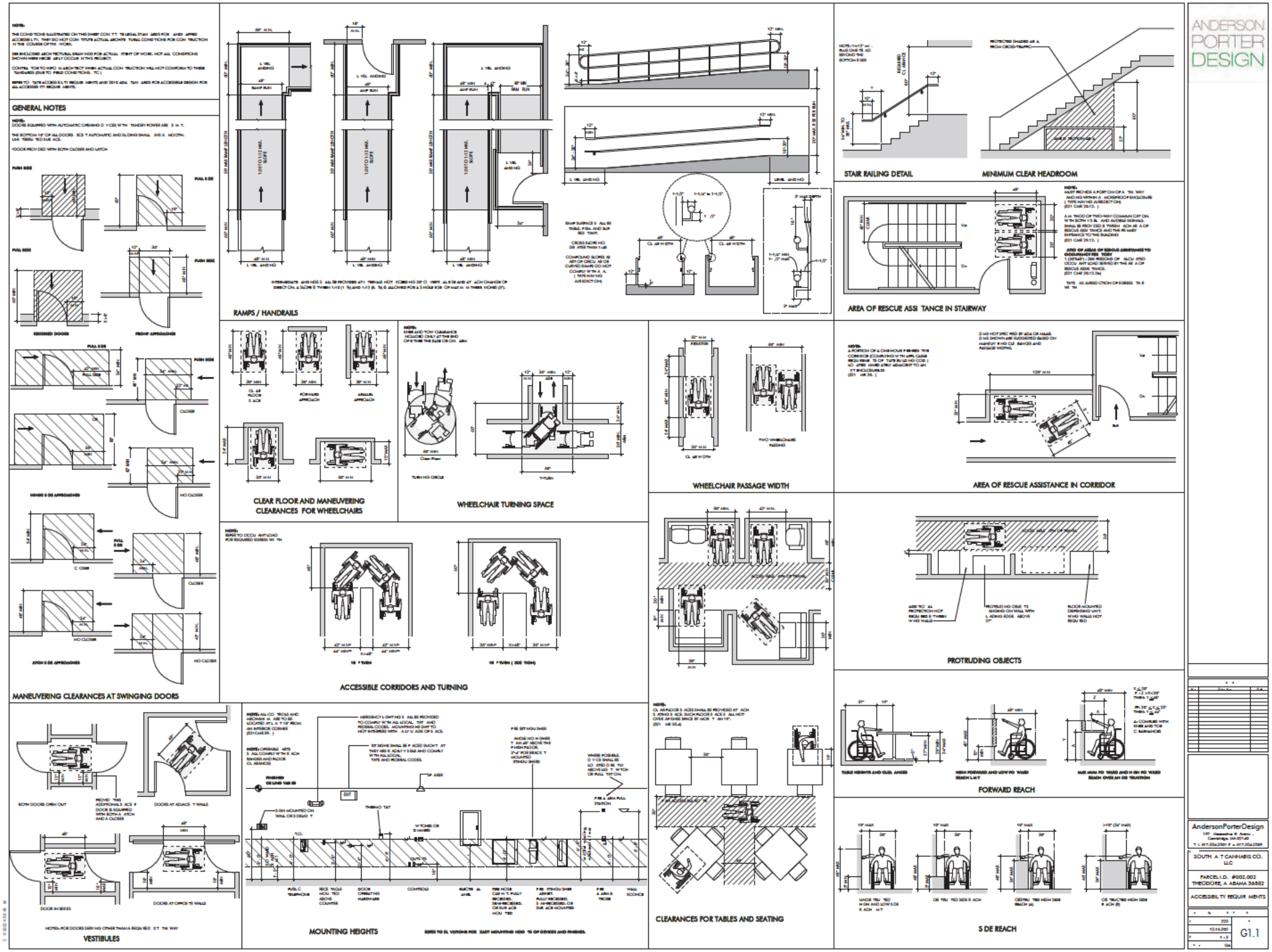
AndersonPorterDesign
1872 Massachusetts Avenue
Cambridge, MA 02140
T. 617.354.3901 F. 617.354.3904

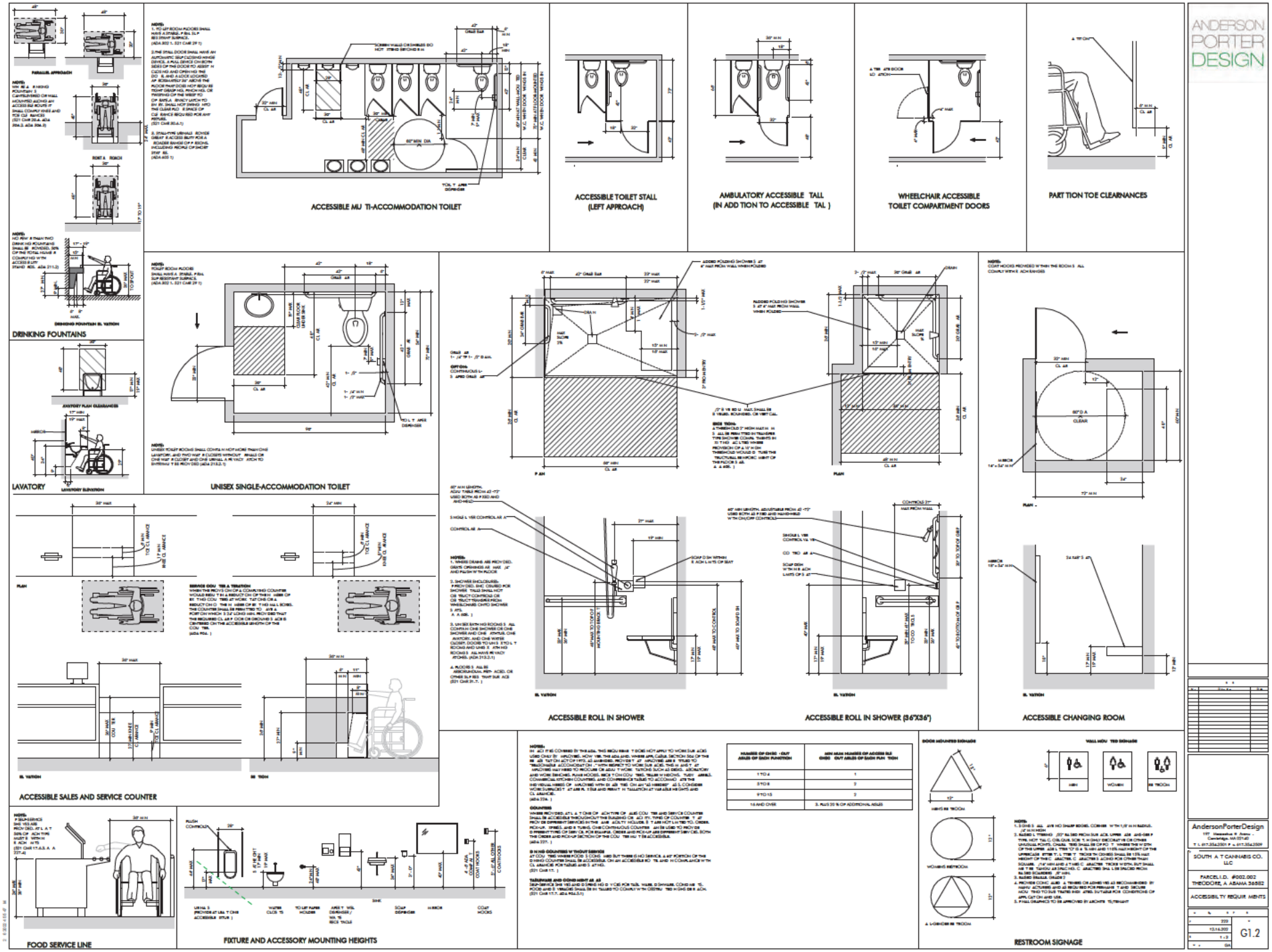
SOUTH A T CANNABIS CO. LLC

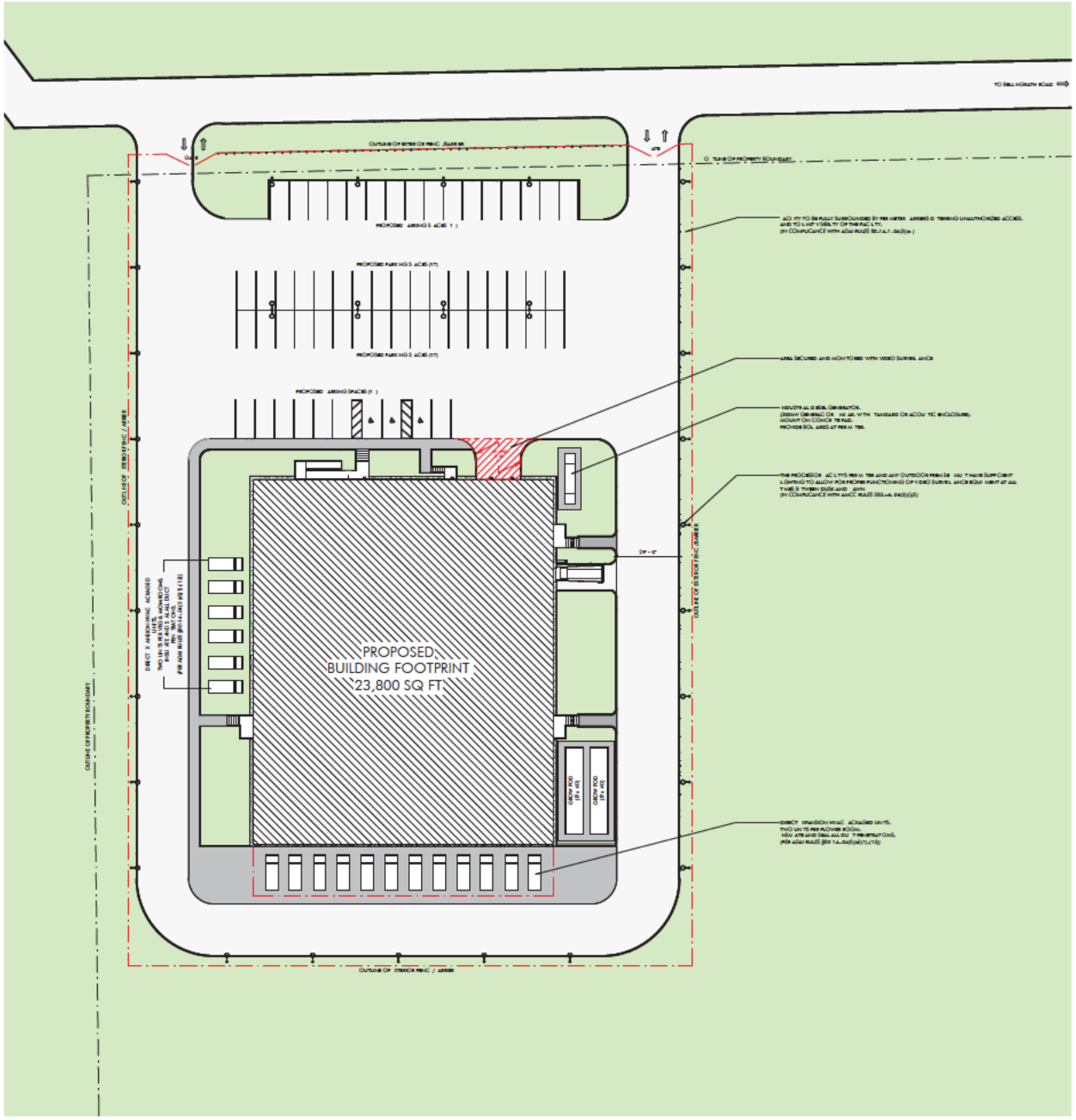
PARCEL I.D. #002.002
THEODORE, A ABAMA 36582

COVER SHEET

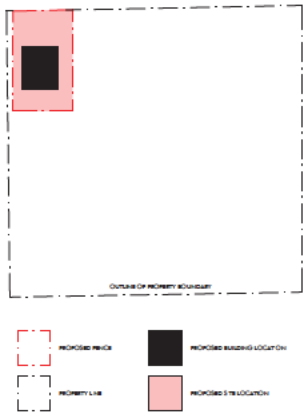
G1.0


GENERAL NOTES
RAMPS / HANDRAILS
STAIR RAILING DETAIL
MINIMUM CLEAR HEADROOM
AREA OF RESCUE ASSI TANCE IN STAIRWAY
CLEAR FLOOR AND MANEUVERING CLEARANCES FOR WHEELCHAIRS
WHEELCHAIR TURNING SPACE
WHEELCHAIR PASSAGE WIDTH
AREA OF RESCUE ASSISTANCE IN CORRIDOR
MANEUVERING CLEARANCES AT SWINGING DOORS
ACCESSIBLE CORRIDORS AND TURNING
PROTRUDING OBJECTS
FORWARD REACH
VESTIBULES
MOUNTING HEIGHTS
CLEARANCES FOR TABLES AND SEATING
S DE REACH
ANDERSON PORTER DESIGN
AndersonPorterDesign
SOUTH A T CANNABIS CO. LLC
PARCEL I.D. #002.002
THEODORE, A ABAMA 36582
ACCESSIBIL TY REQUIR MENTS
G1.1


ANDERSON PORTER DESIGN
ACCESSIBLE MU TI-ACCOMMODATION TOILET
ACCESSIBLE TOILET STALL (LEFT APPROACH)
AMBULATORY ACCESSIBLE TALL (IN ADD TION TO ACCESSIBLE TAL )
WHEELCHAIR ACCESSIBLE TOILET COMPARTMENT DOORS
PART TION TOE CLEARNANCES
DRINKING FOUNTAINS
LAVATORY
UNISEX SINGLE-ACCOMMODATION TOILET
ACCESSIBLE ROLL IN SHOWER
ACCESSIBLE ROLL IN SHOWER (36"X36")
ACCESSIBLE CHANGING ROOM
ACCESSIBLE SALES AND SERVICE COUNTER
FOOD SERVICE LINE
FIXTURE AND ACCESSORY MOUNTING HEIGHTS
RESTROOM SIGNAGE
AndersonPorterDesign
SOUTH A T CANNABIS CO. LLC
PARCEL I.D. #002.002
THEODORE, A ABAMA 36582
ACCESSIBL TY REQUIR MENTS
G1.2




1 SITE PLAN
1 = 20'-0



2 KEY PLAN
1 = 200'-0

ANDERSON PORTER DESIGN

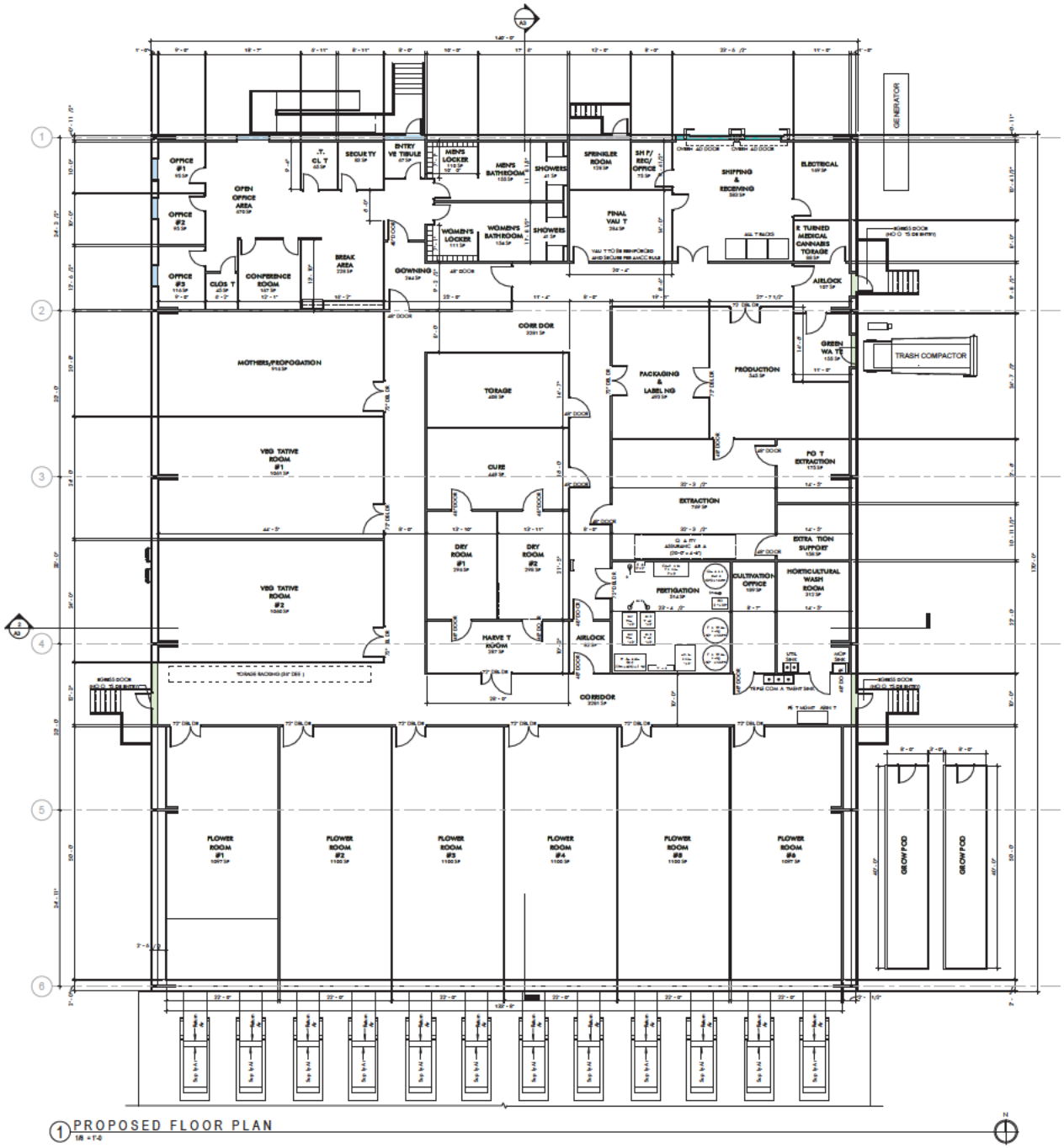
AndersonPorterDesign

SOUTHEA T CANNAB S CO. LLC

ARCEL I.D. #002.002
THEODORE, A ABAMA 36582

S TE P AN

A1.0




1 PROPOSED FLOOR PLAN
1/8 = 1'-0

ANDERSON PORTER DESIGN

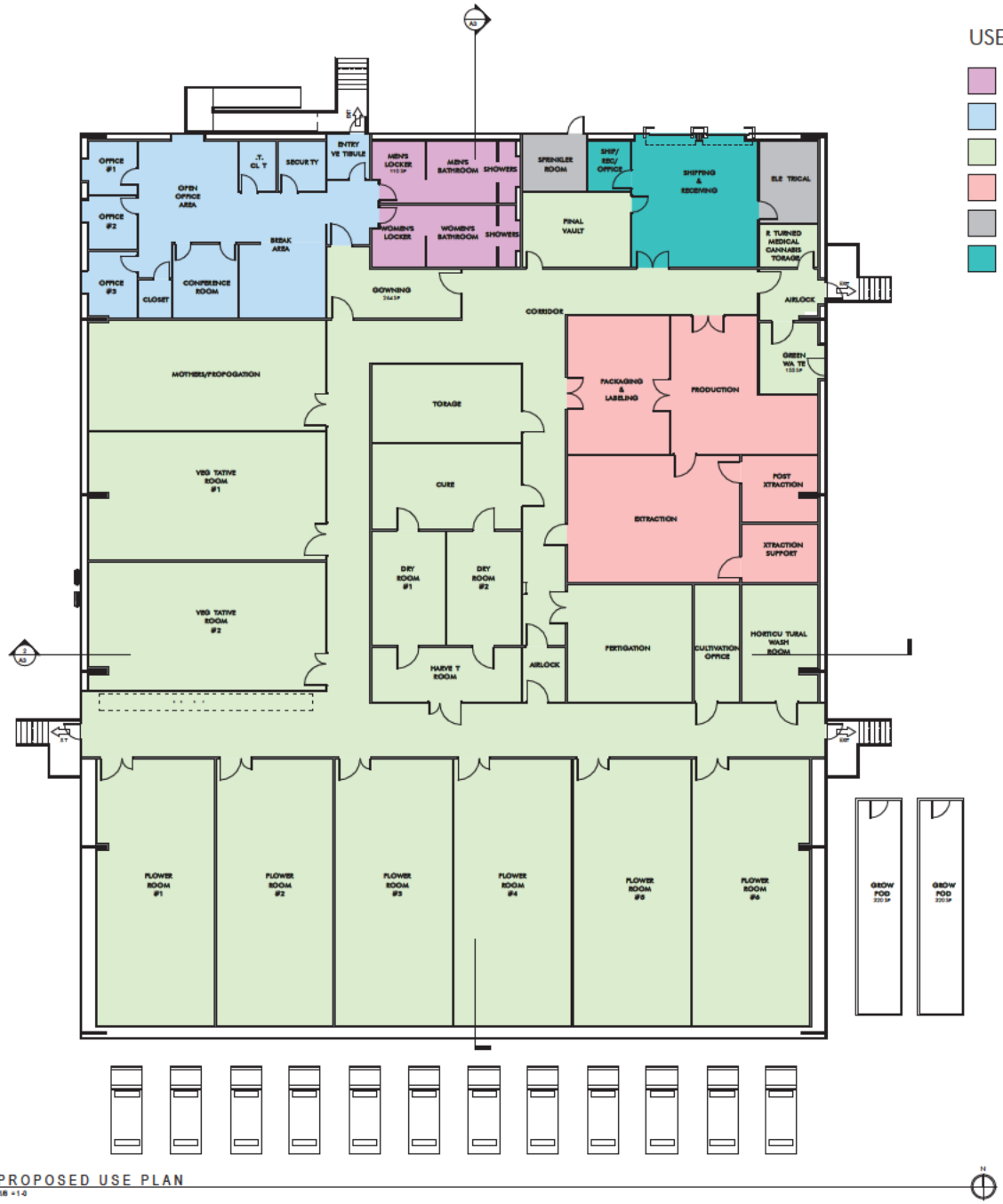
AndersonPorterDesign

SOUTH A T CANNABIS CO. LLC

PARCEL I.D. #002.002
THEODORE, A ABANA 36582

PROPOSED FLOOR PLAN

A1.1




USE CATEGORY

- Bathroom
- Business Admin
- Cultivation
- Manufacturing/Processing
- Mechanical and Support
- Secure Transportation

1 PROPOSED USE PLAN
1/8" = 1'-0"

ANDERSON PORTER DESIGN

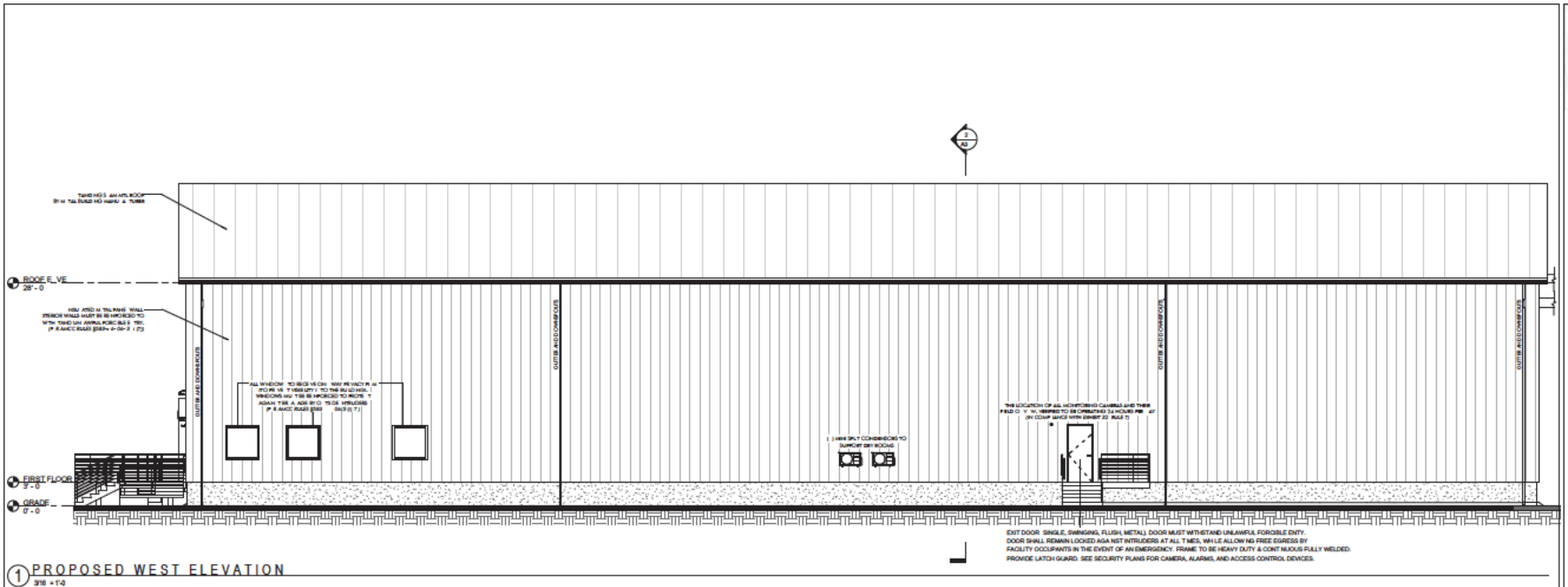
AndersonPorterDesign

SOUTH A T CANNABIS CO. LLC

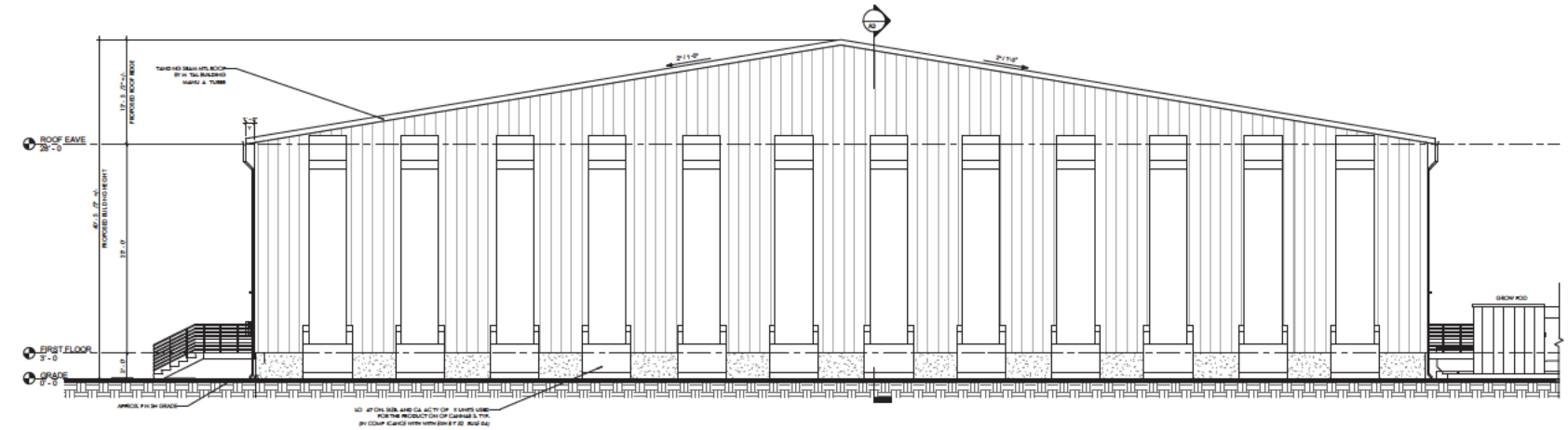
PARCEL I.D. #002.002
THEODORE, A ABANA 36582

PROPOSED FLOOR PLAN - USAGE DIAGRAM

A1.2



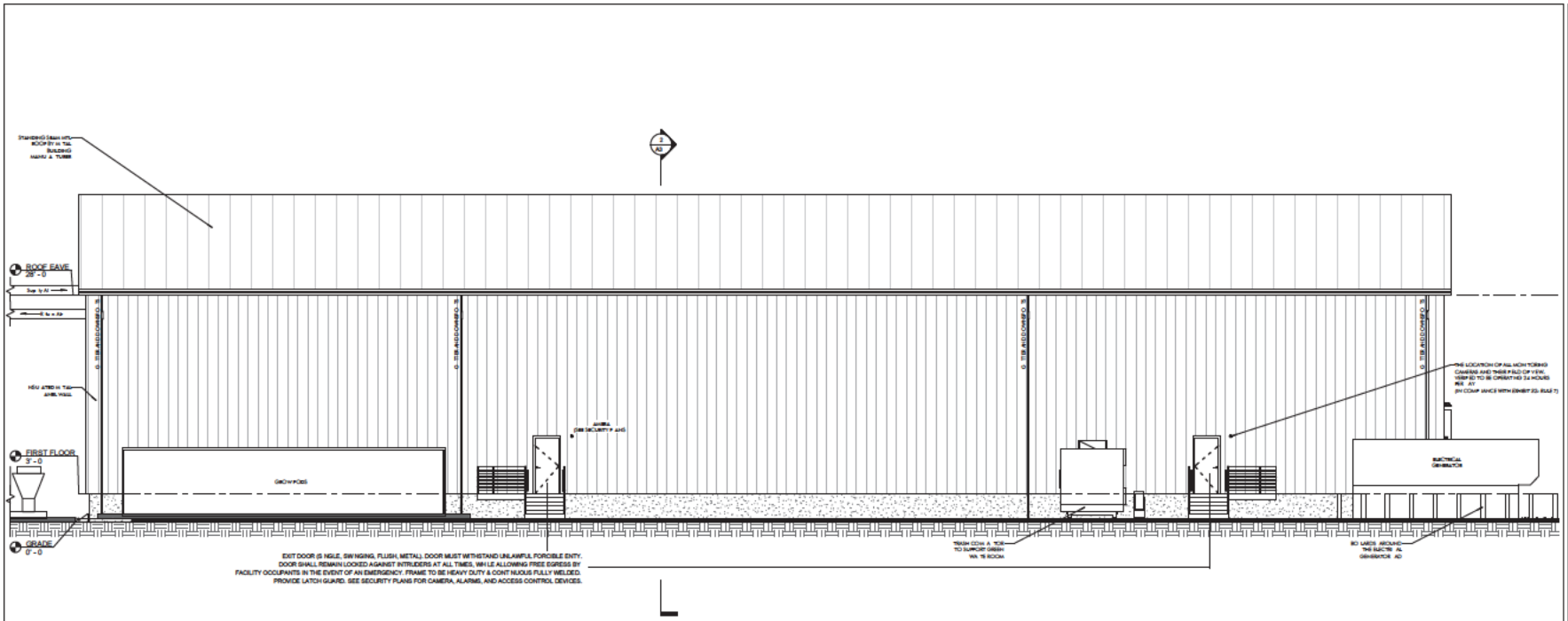

1 PROPOSED WEST ELEVATION
3/16 = 1'-0



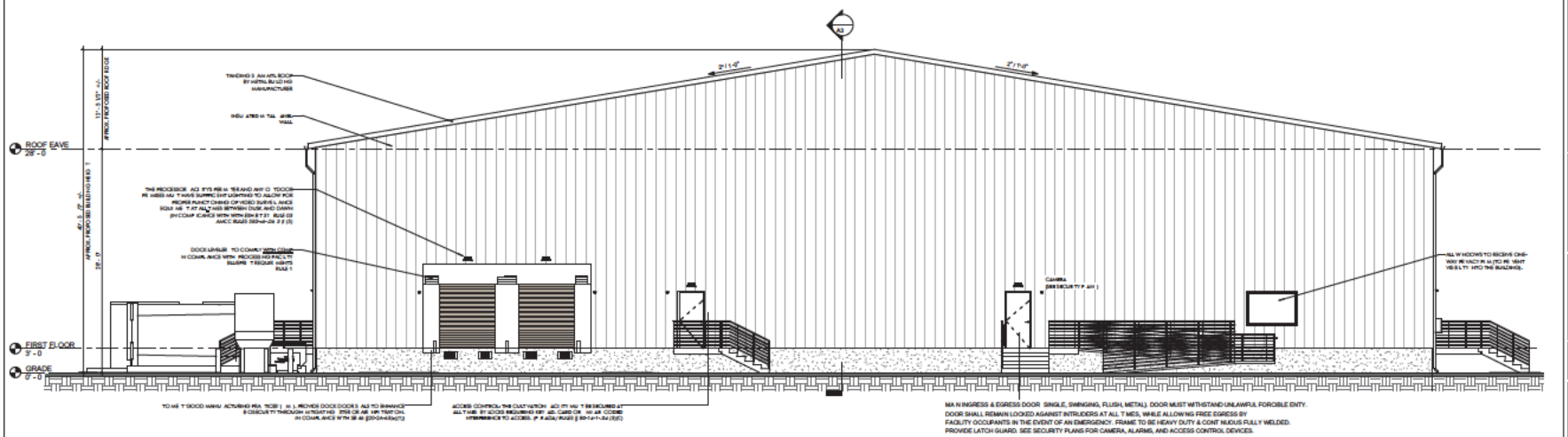

2 PROPOSED SOUTH ELEVATION
3/16 = 1'-0

ANDERSON PORTER DESIGN

AndersonPorterDesign
SOUTH A T CANNABIS CO. LLC
PARCEL I.D. #002.002
THEODORE, A ABAMA 36582
PROPOSED EXTERIOR ELEVATIONS
A2.1




1 PROPOSED EAST ELEVATION
3/16 = 1'-0




2 PROPOSED NORTH ELEVATION
3/16 = 1'-0

ANDERSON PORTER DESIGN

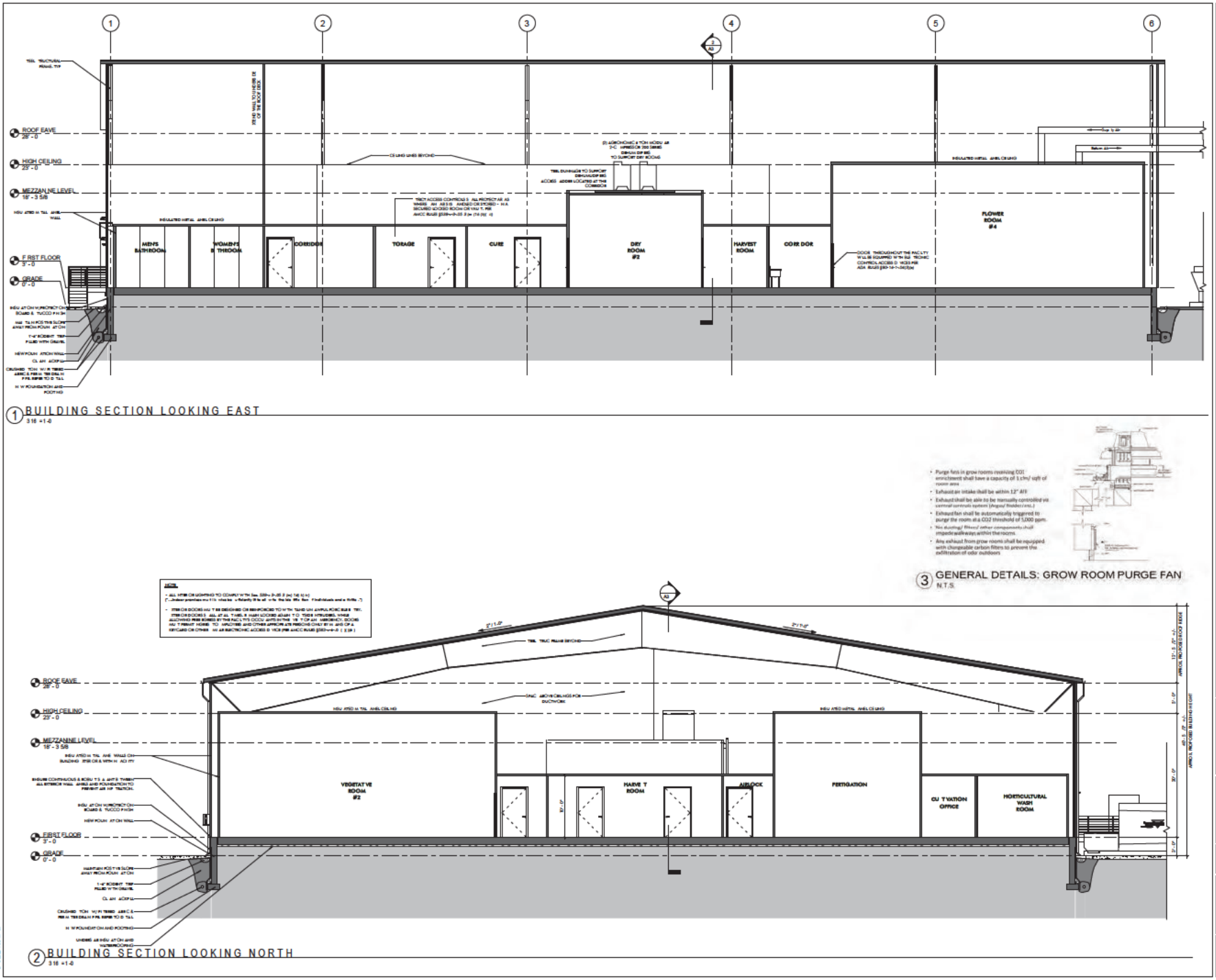
AndersonPorterDesign

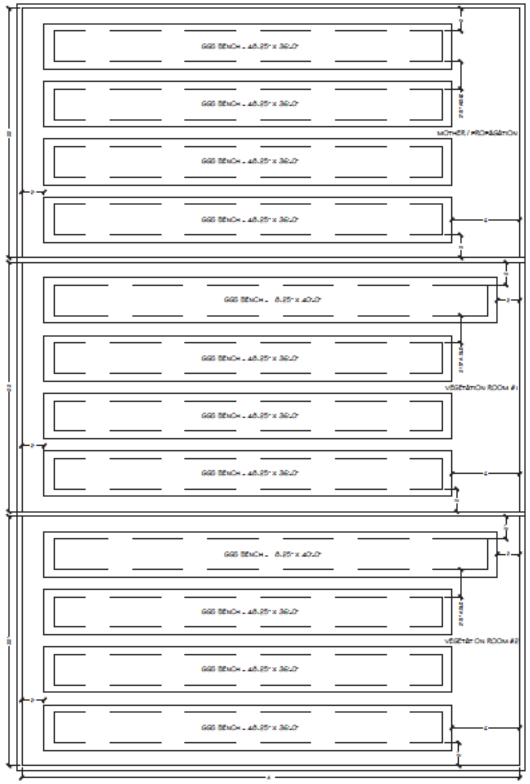
SOUTH A T CANNABIS CO. LLC

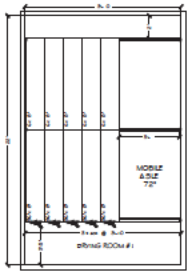
PARCEL I.D. #002.002
THEODORE, A ABAMA 36582

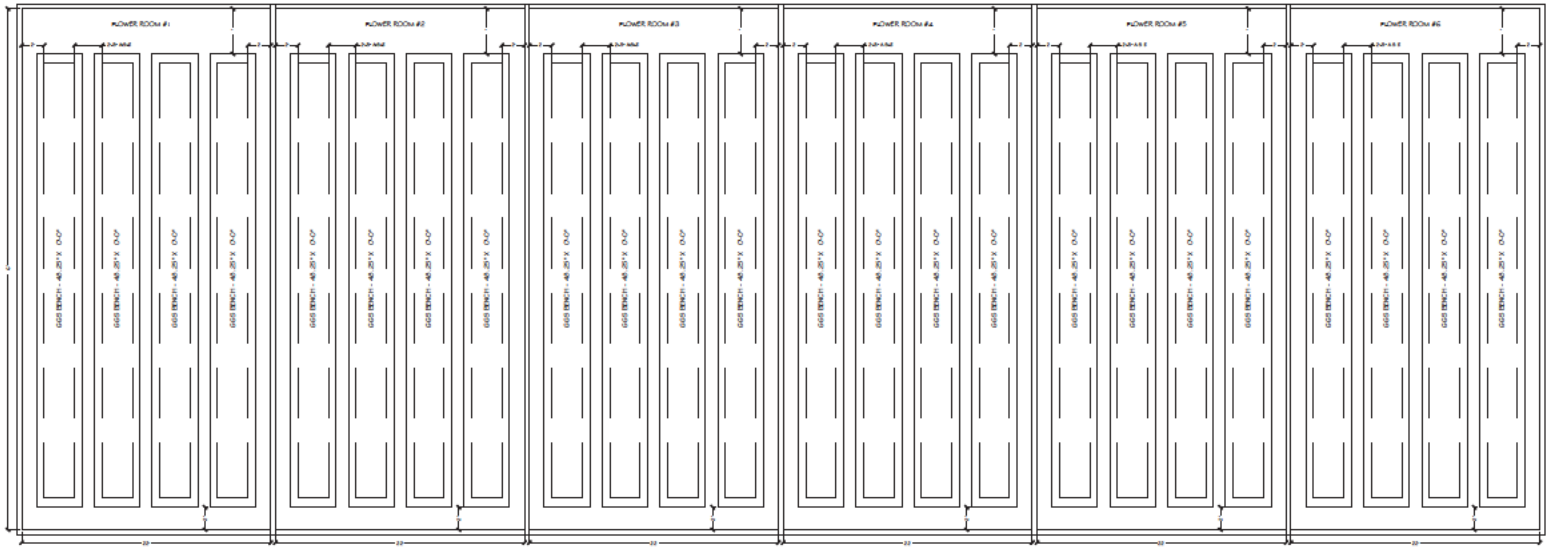
PROPOSED EXTERIOR ELEVATIONS

A2.2


ANDERSON PORTER DESIGN
ROOF EAVE 28' - 0
HIGH CEILING 23' - 0
MEZZANINE LEVEL 18' - 3 5/8
FIRST FLOOR 9' - 0
GRADE 0' - 0
MENS BATHROOM
WOMENS BATHROOM
CORRIDOR
TORAGE
CURE
DRY ROOM #2
HARVEST ROOM
CORRIDOR
FLOWER ROOM #4
1 BUILDING SECTION LOOKING EAST
3 GENERAL DETAILS: GROW ROOM PURGE FAN
N.T.S.
VEGETATIVE ROOM #2
HARVEST ROOM
AIRLOCK
FERTIGATION
CULTIVATION OFFICE
HORTICULTURAL WASH ROOM
2 BUILDING SECTION LOOKING NORTH
AndersonPorterDesign
SOUTH ATTCANNABIS CO. LLC
PARCEL I.D. #002.002
THEODORE, ALABAMA 36582
PROPOSED BUILDING SECT CHG
A3.1







APPROVAL
DRAWINGS APPROVED BY
PRINTED NAME
DATE



PIPP
MOBILE STORAGE SYSTEMS INC.
HORTICULTURE
2966 WILSON DRIVE NW
GRAND RAPIDS, MI 49534
TEL 800 234 7477
FAX 616 791 9916
WWW PIPPHORTICULTURE COM
E-MAIL INFO@PIPPHORTICULTURE COM

| △ | DATE | REVISION |
|---|---|---|
| 1 | — | — |
| 2 | — | — |
| 3 | — | — |

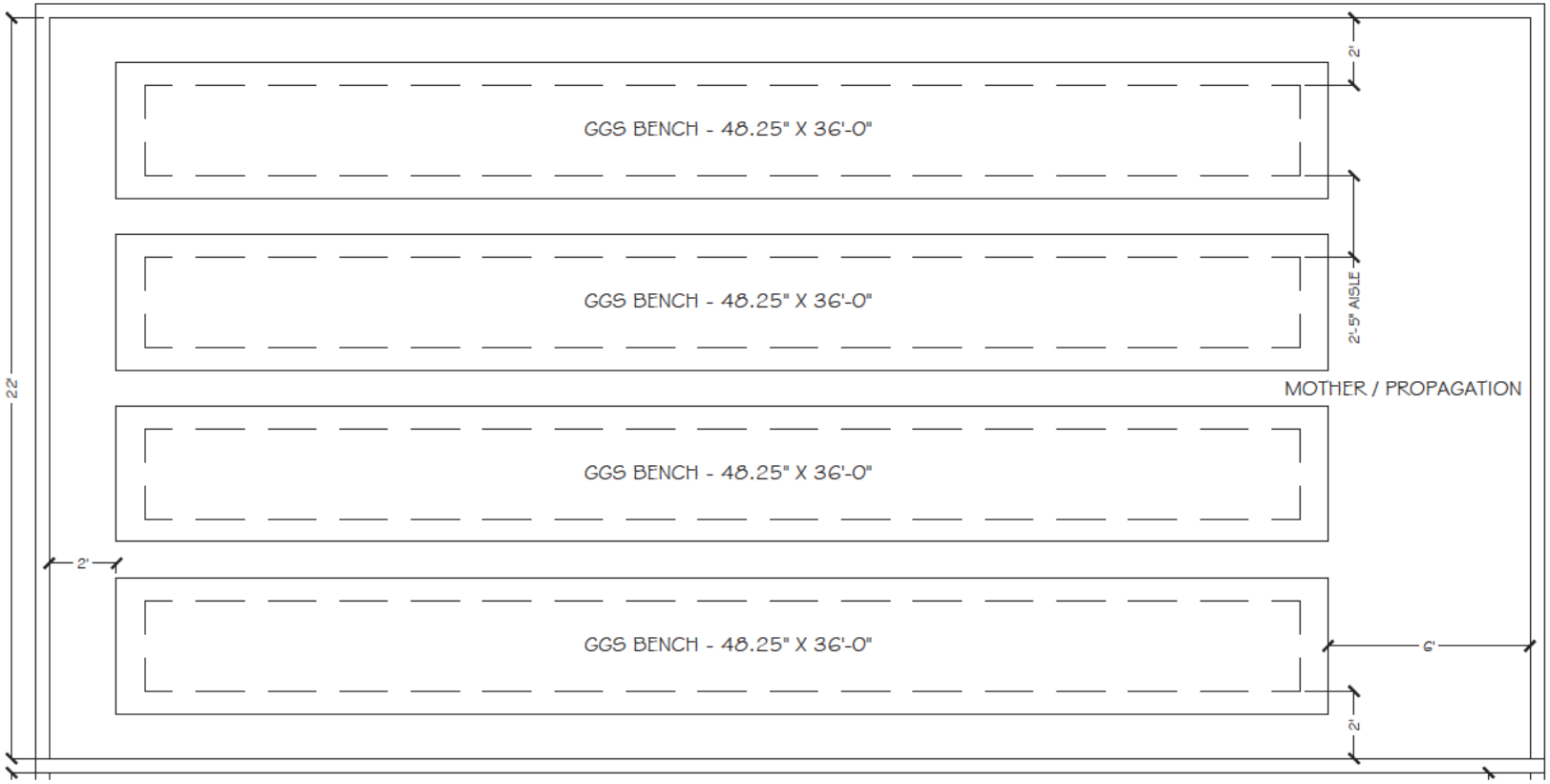
PRO ECT LOCATION
SOUTHWEST CANNABIS CO
THEODORE, AL

SPACE NO. -

SHEET TITLE
OVERALL PLAN VIEW

PROJECT NO.
SCALE NOT TO SCALE
DATE 10.18.2022
DRAWN BY JRL
REV EWED BY XXX
SHEET NO.

PARTIAL FIXTURE PLAN




PIPP
MOBILE STORAGE SYSTEMS INC.
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2966 WILSON DRIVE NW
GRAND RAPIDS, MI 49534
TEL 800 234 7477
FAX 616 791 9916
WWW PIPPHORTICULTURE COM
E-MAIL INFO@PIPPHORTICULTURE COM

APPROVAL
DRAWINGS APPROVED BY _____
PRINTED NAME _____
DATE _____

| | DATE | REVISION |
|---|---|---|
| 1 | — | — |
| 2 | — | — |
| 3 | — | — |

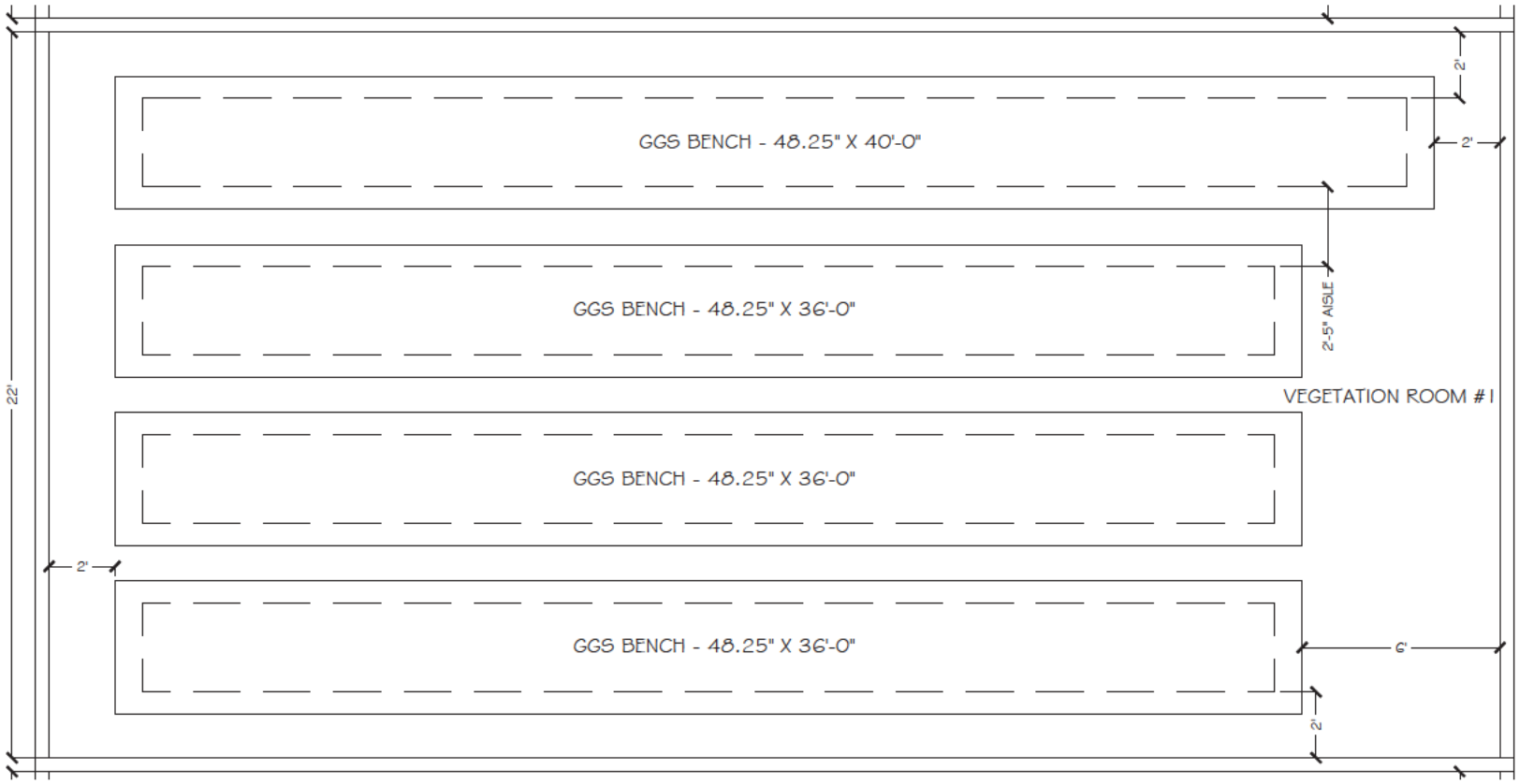
PRO ECT LOCATION
SOUTHWEST CANNABIS CO
THEODORE, AL

SPACE NO. -

SHEET TITLE
MOTHER & PROPAGATION

PROJECT NO.
SCALE NOT TO SCALE
DATE 10.18.2022
DRAWN BY JRL
REV EWED BY XXX
SHEET NO.

PARTIAL FIXTURE PLAN




PIPP
MOBILE STORAGE SYSTEMS INC.
HORTICULTURE
2966 WILSON DRIVE NW
GRAND RAPIDS, MI 49534
TEL 800 234 7477
FAX 616 791 9916
WWW PIPPHORTICULTURE COM
E-MAIL INFO@PIPPHORTICULTURE COM

APPROVAL
DRAWINGS APPROVED BY _____
PRINTED NAME _____
DATE _____

| △ | DATE | REVISION |
|---|---|---|
| △ | — | — |
| △ | — | — |
| △ | — | — |
| △ | — | — |

PRO ECT LOCATION
SOUTHWEST CANNABIS CO
THEODORE, AL

SPACE NO. -

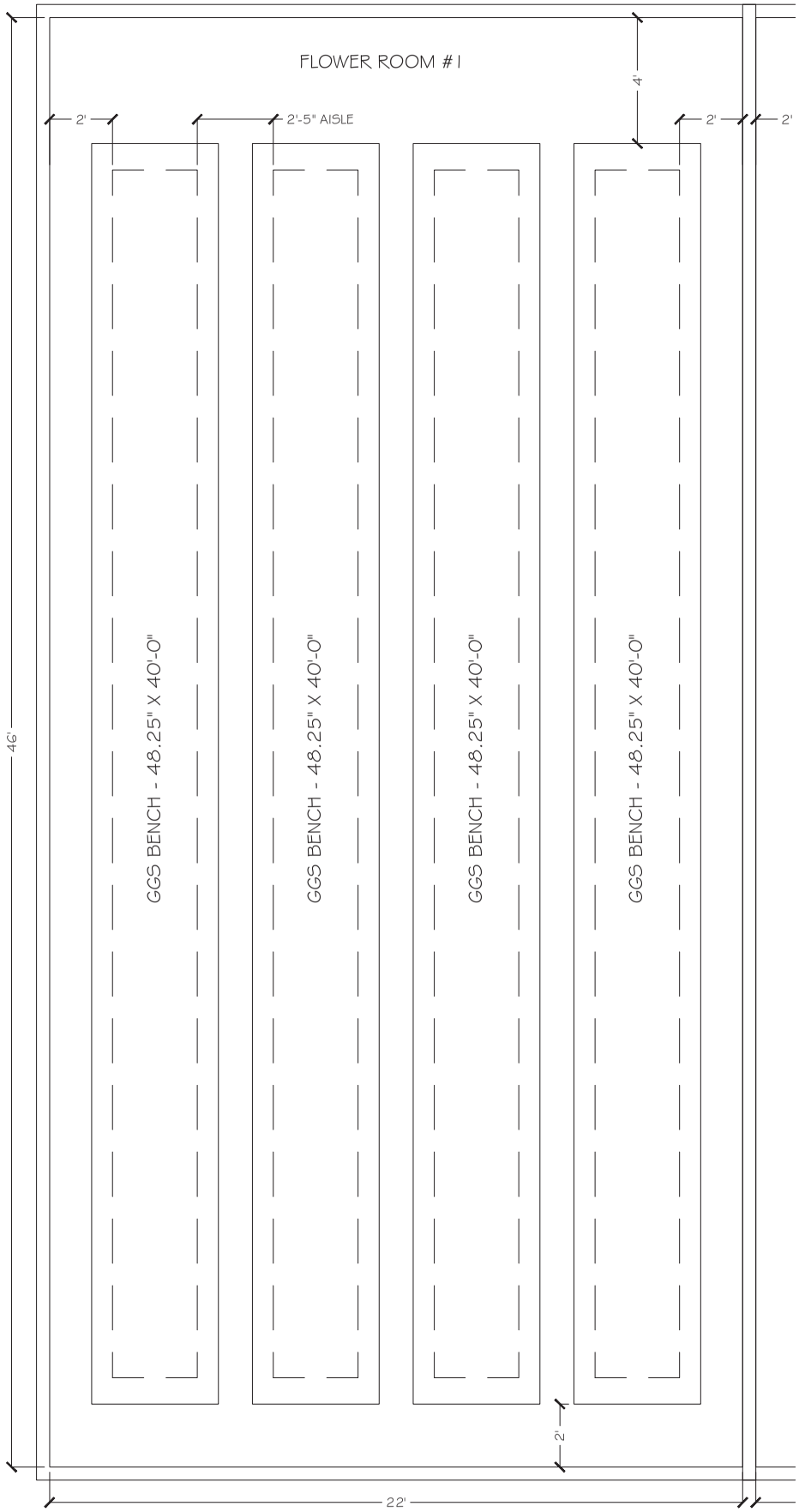
SHEET TITLE

TYPICAL VEGETATION ROOM
TYP. #1 & #2

PROJECT NO.
SCALE NOT TO SCALE
DATE 10.18.2022
DRAWN BY JRL
REV EWED BY XXX
SHEET NO.

PARTIAL FIXTURE PLAN

License Type: Integrated Facility




PIPP
MOBILE STORAGE SYSTEMS INC.
HORTICULTURE
2966 WILSON DRIVE NW
GRAND RAPIDS, MI 49534
TEL: 800.234.7477
FAX: 616.791.9916
WWW.PIPPHORTICULTURE.COM
E-MAIL: INFO@PIPPHORTICULTURE.COM



Production Facility Blueprints - Attachment to Exhibit 31 - Facilities, Section 31.6

| | DATE | REVISION |
|---|---|---|
| | ---- | ---- |
| | ---- | ---- |
| | ---- | ---- |
| | | |

PROJECT LOCATION:
SOUTHWEST CANNABIS CO.
THEODORE, AL

SPACE NO. -

SHEET TITLE:

TYPICAL FLOWER ROOM
TYP. #1-#6 (6 ROOMS)

PROJECT NO.

SCALE: NOT TO SCALE

DATE: 10.18.2022

DRAWN BY: JRL

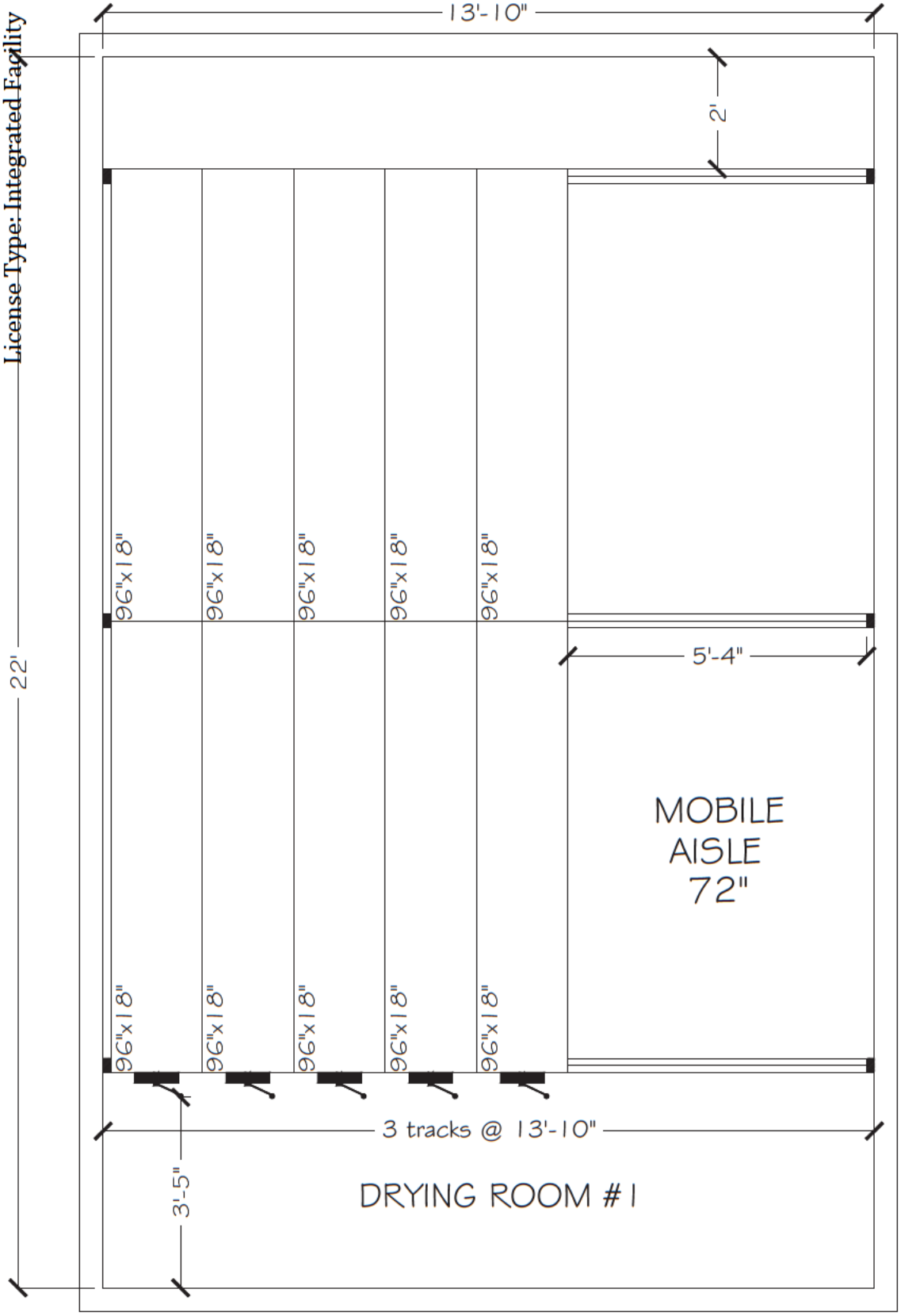
REVIEWED BY: XXX

SHEET NO.

PARTIAL FIXTURE PLAN

PIPP
MOBILE STORAGE SYSTEMS INC.
HORTICULTURE
2966 WILSON DRIVE NW
GRAND RAPIDS, MI 49534
TEL: 800.234.7477
FAX: 616.791.9916
WWW.PIPPHORTICULTURE.COM
E-MAIL: INFO@PIPPHORTICULTURE.COM

License Type: Integrated Facility




Production Facility Blueprints - Attachment to Exhibit 31 - Facilities, Section 31.6

| | DATE | REVISION |
|---|---|---|
| | --- | --- |
| | --- | --- |
| | --- | --- |
| | | |

PROJECT LOCATION:
**SOUTHWEST CANNABIS CO.**
**THEODORE, AL**

SPACE NO. -

SHEET TITLE:

DRYING ROOM #1

PROJECT NO.

SCALE: NOT TO SCALE

DATE: 10.18.2022

DRAWN BY: JRL

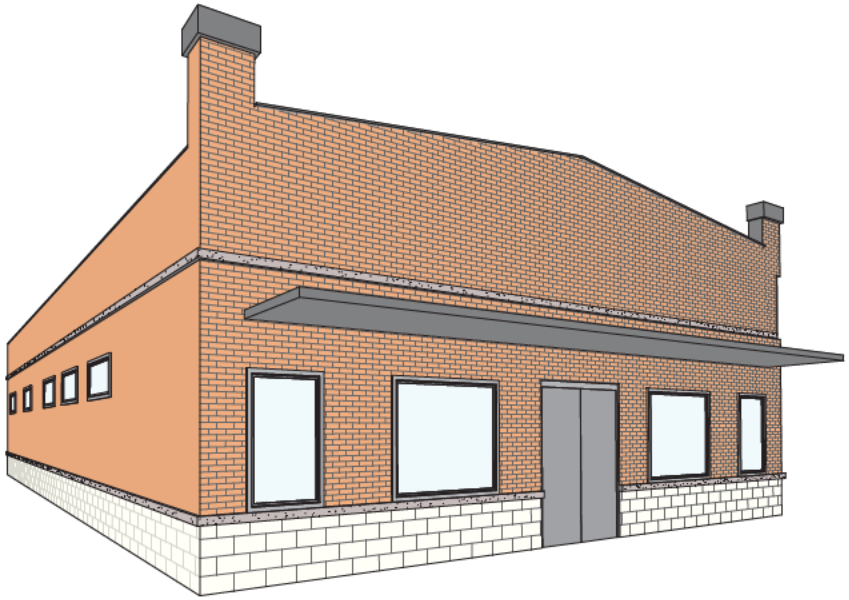
REVIEWED BY: XXX

SHEET NO.

PARTIAL FIXTURE PLAN

# SOUTHEAST CANNABIS CO.

## A MEDICAL CANNABIS DISPENSARY IN ALABAMA



### LIST OF SYMBOLS

- EXISTING PARTIT ON OR PARTITION W/ DOOR TO BE REMOVED
- EXISTING STRUCTURE OR PARTITION TO REMA N
- NEW STRUCTURE OR PARTITION
- FINISH ELEVATION
- 101 NEW ROOM — ROOM TAG
- GENERAL DETAIL
- WALL SECTION
- INTERIOR ELEVATION
- P-1 — FINISH TAG
- 1 — DOOR IDENTIFICATION SYMBOL
- WALL TYPE TAG
- 1 — W NDOW IDENTIFICATION SYMBOL
- CONC — FLOOR FINISH SYMBOL
- DUPLEX OUTLET
- GFI — GROUND FAULT OUTLET
- TV — CAT 5/COAX/DATA
- CO — CARBON MONOXIDE DETECTOR
- SD — SMOKE ALAM

### ABBREVIATIONS

| | | | |
|---|---|---|---|
| AFF | ABOVE FINISHED FOOR | NSUL | NSULATION |
| CJ | CONTROL JOINT | MAX | MAXIMUM |
| CLG | CEIL NG | MFR | MANUFACTURER |
| CLR | CLEAR | MIN | MINIMUM |
| CO | CLEAN OUT | MO | MASONRY OPENING |
| COL | COLUMN | MTL | METAL |
| CONC | CONCRETE | NIC | NOT IN CONTRACT |
| CONT | CONTINUOUS | NTS | NOT TO SCALE |
| DN | DOWN | OC | ON CENTER |
| EJ | EXPANSION JOINT | PLAM | PLASTIC LAMINATE |
| EL | ELEVATION | PLYWD | PLYWOOD |
| ELEC | ELECTRICAL | PTD | PA NTED |
| EQ | EQUAL | REQ'D | REQUIRED |
| EXIST | EXISTING | RL | RA N LEADER |
| FC | FURRING CHANNEL | STL | STEEL |
| FD | FLOOR DRAIN | STRL | STRUCTURE/STRUCTURAL |
| FIN | F N SH | TYP | TYP CAL |
| FL | FLOOR | UNO | UNLESS NOTED OTHERWISE |
| GL | GLASS | VCT | VINYL COMPOSITION TILE |
| GWB | GYPSUM WALLBOARD | WD | WOOD |
| HT | HEIGHT | W/ | WITH |
| HDWD | HARDWOOD | WNDW | WINDOW |
| HVAC | HEATING, VENT LATION AND AIR CONDITIONING | | |

### SITE LOCATION

N

### CONTACTS

**ARCHITECT**

Anderson Porter Design
1972 Massachusetts Avenue
Cambridge, MA 02140

Brian Anderson
brian@andersonporter.com
617.354.2501 x 110

### DRAWING LIST

ARCHITECTURE

| | |
|---|---|
| A1.1 | PROPOSED SITE PLAN |
| A1.2 | PROPOSED SITE PLAN |
| A1.3 | PROPOSED FLOOR PLAN |
| A1. | PROPOSED FLOOR PLAN (USE TYPE DIAGRAM) |
| A2.1 | PROPOSED EXTERIOR ELEVATIONS & SECTION |

### GENERAL INFORMATION

| | |
|---|---|
| PROPERTY ADDRESS: | ALABAMA |
| PROJECT DESCRIPTION: | |

ANDERSON PORTER DESIGN

APPLICATION

REVISIONS

| No. | Description | Date |
|---|---|---|
| | | |

AndersonPorterDesign
1972 Massachusetts Avenue,
Cambr idge, MA 021 0
Tel. 617 35 .2501 Fax. 617.35 .2509

Client: SOUTHEAST CANNABIS CO.

Address: ALABAMA

Title: COVER SHEET

Drawing issued By: ANDERSON OR BR DBB ON

Project #: 2230.02

Date:

Scale:

Drawn by:

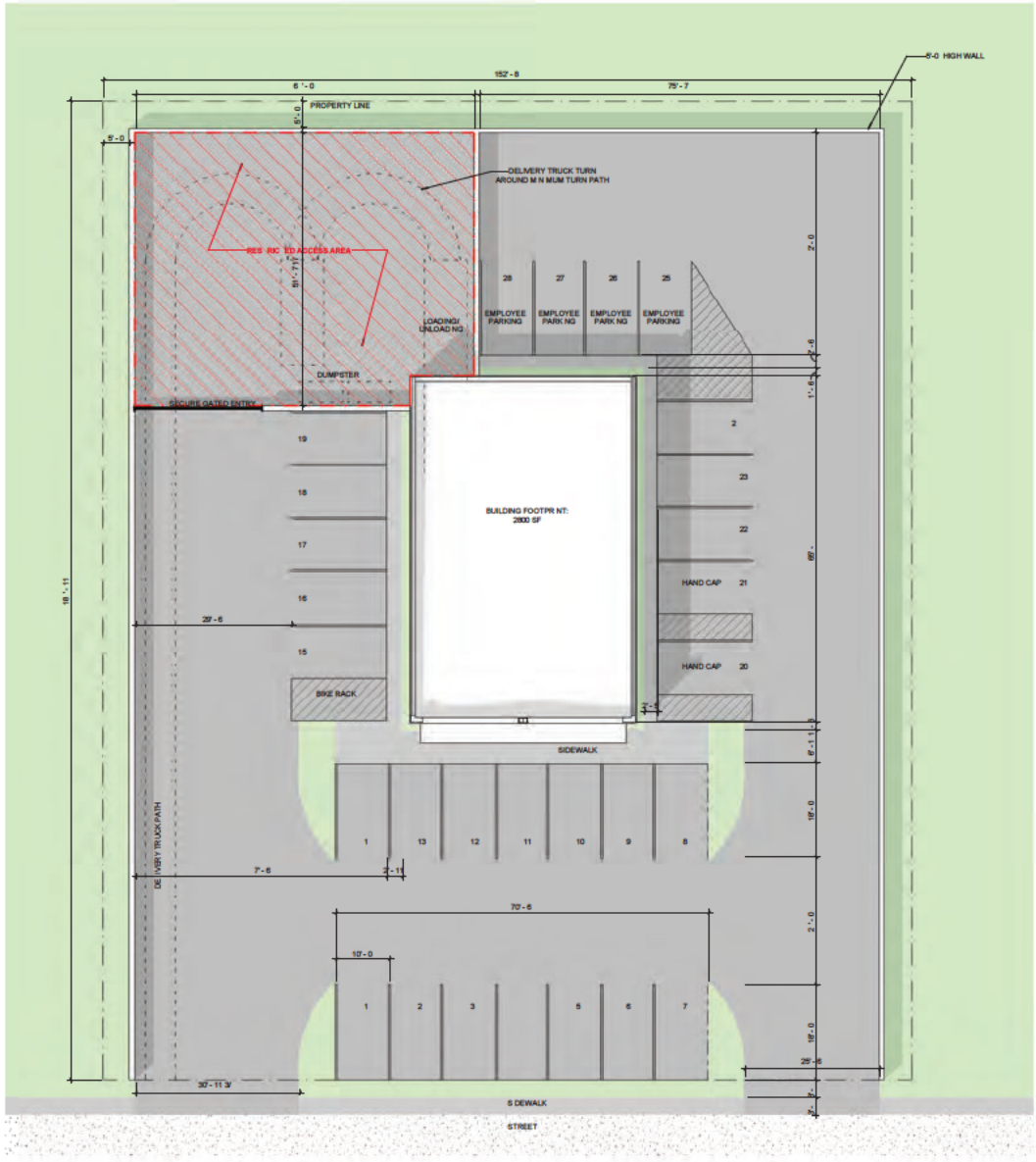
Drawn No: G0 0

NO ES PER AINING O PARK NG LAYOU

- URN RADIUS DE ERMINED BASED ON ASSUMP ON HA HE SECURE RANSPOR VEHICLE WILL BE H NO MODEL 268 WI H A WHEEL CU OF 50 FOR A 180 RO A ION
- ACCOMMODA OHB HAVE BEEN MADE O ENABLE HE RUCK O APPROACH FORWARD OR BACKWARD

NO ES PER AINING O AMCC RULES

- O HE EX EN HA A DISPENS NG SI E S HOUSED IN A S AND ALONE BU LDING A D SPENSARY MUS MAIN A N A PARKING AREA AD ACEN O I S S RUC URE HA SHALL BE FOR HE EXCLUSIVE USE OF PA IEN S AND CAREGIVERS SEEK NG O PURCHASE MEDICAL CANNAB S AND RELA ED EQU PMEN AND SUPPL ED; HE PARK NG AREA MUS BE DES GNED O PROV DE REASONABLE PRIVACY O HOSE INDIV DUALS IN HEIR INGRESS AND EGRESS FROM HE DISPENSING SI E AL ERNA IVELY IF AN EXCLUSIVE PARKING AREA IS NO FEASIBLE FOR HE S ANC ALONE DISPENSARY SI E HE DISPENSARY MUS MAIN A N FOR HE EXCLUSIVE USE OF PA EN S AND CAREGIVERS A DES GNA ED FOR ION OF HE PARKING AREA HA IS SI UA ED CONVENIEN LY O HE D SPENSING SI E AND WH CH MAY BE MONI ORED AND SUPPOR ED FOR HE REASONABLE SAFE Y AND SECURI Y OF COS UMER PA IEN S AND CAREGIVERS O HE EX EN HA A D SPENSING SI E IS HOUSED N A MUL USE S RUC URE S R P MALL OR O HER SUCH RE A L FAC LI Y HE D SPENSARY MUS MA N AIN FOR HE EXCLUSIVE USE OF PA IEN S AND CAREGIVERS A DESIGNA ED FOR ION OF HE PARKING AREA HA IS SI UA ED CONVEN EN LY O HE DISPENS NG SI E AND WHICH MAY BE MONI ORED AND SUPPOR ED FOR HE REASONABLE SAFE Y AND SECURI Y OF COS UMER PA IEN S AND CAREGIVERS PARKING LO AMCC RULES §581 x 8 04(2)
- EX ERIOR DOORS OF EACH FAC LI Y OPERA ED BY A DISPENSARY MUS BE DESIGNED OR REINFORCED O WI HS AND UNLAWFUL FORCIBLE EN RY; EX ERIOR DOORS SHALL REMA N LOCKED AGAINS OU SIDE IN RUDERS A ALL IMES WHILE ALLOWING FREE EGRESS BY HE FACILI Y S OCCUPAN S IN HE EVEN OF AN EMERGENCY; DOORS MUS PERMI INGRESS O EMPLOYEES AND O HER APPROPRIA E PERSONS (O HER HAN PA IEN S AND CAREGIVERS) ONLY BY MEANS OF A KEYCARD OR O HER S MILAR ELEC RONIC ACCESS DEVICE PA IEN S AND CAREGIVERS MAY BE GRAN ED ACCESS BY DISPENSARY PERSONNEL ONLY UPON SHOWING A VALID UNEXPIRED AND UNREVOKED MEDICAL CANNAB S CARD
Exterior Doors AMCC Rules §583 x 8 05(3) m)(8)
- UPON EN RY IN O A DISPENSING SI E HERE MUS BE AN ID CHECK NG AREA A S NGLE EN RANCE POIN FOR HE GENERAL PUBLIC PA IEN S ND CAREGIVERS N O AN AREA WHERE HEY CAN BE SCREENED FOR PROGRAM S A US AND ID VERIFICA ION PRIOR O ACCESS O HE FACILI Y BEING GRAN ED HIS CAN BE COMBINED WI H HE ABOVE AREAS HIS OF EN AKES HE FORM OF EI HER A RECEP ION DESK N HE WAI ING ROOM OR A WINDOW HROUGH WHICH Da CAN BE PASSED
AMCC RULES §581 x 2 07(3)(m)(9) SB 46 §20 2A 64(e)(3)(a)
- AS O ANY FACILI Y OWNED BY A DISPENSARY A WH CH MEDICAL CANNAB S IS MAIN AINED EXCEP A DISPENSARY SI E HE DISPENSARY MUS SURROUND HE PER ME ER OF SUCH A FACILI Y WI H A SUFF CIEN FENCE OR BARR ER O PREVEN ACCESS BY UNAU HORIZED PERSONS AND MUS HAVE SUFFIC EN LGH NG O ALLOW FOR HE PROPER FUNC ON NG OF VIDEO SURVEILLANCE EQU PMEN A ALL IMES BE WEEN DUSK AND DAWN OR A ANY O HER IME WHEN AMBIEN LIGH ING REQUIRES ENHANCEMEN O PERMI IDEN FICA ON OF INDIVIDUALS AND AC IVI IES UPON OR IMMEDIA ELY AD ACEN O HE PREM SES NDOOR PREMISES MUS LIKEWISE BE SUFFICIEN LY LI O ALLOW FOR HE IDEN IFICA ION OF INDIVIDUALS AND AC IVI IES
(AMCC RULES §581 X 8 05(3)(M)(8) )
- A DISPENSARY SI E MUS BE HOUSED (A) IN A S AND ALONE BUILD NG OR (B) WI HIN A MUL USE S RUC URE S RIP MALL OR O HER SUCH RE AIL FACILI Y; HE AREA OCCUPIED BY HE DISPENSARY SI E S NO O BE ACCESSIBLE O OR USED BY NEIGHBORING BUSINESSES O HER ENAN S OR O HER NO EMPLOYED BY HE DISPENSARY O HE EX EN HA HE D SPENSARY SI E HOUSED MUS BE SELF CON A NED OR A A MIN MUM SEGREGA ED FROM O HER BUSINESSES AND AC IVI IES BE NG CONDUC ED N HE MUL USE S RUC URE S RIP MALL OR O HER SUCH RE AIL FACILI Y BY SEPARA E POIN S OF INGRESS AND EGRESS OR A A MINIMUM SEPARA ELY KEYED AND ELEC RONICALLY PRO EC ED EN RYWAYS ACCESS BLE ONLY O EMPLOYEES OF HE DISPENSARY; PA IEN S AND CAREGIVERS; AMCC REPRESEN A IVES AND HE R GUES S: REPRESEN A IVES OF O HER LICENSEES; VENDORS CLEANING CREW PERSONNEL AND REPAIR WORKERS CARRYING OU BUSINESS RELA ED FUNC ONS ON HE PREM SES; REPRESEN A IVES OF HE LESSOR DUR NG ROU NE INSPEC IONS OR S MILAR CIRCUMS ANCES WARRAN NG A PHYSICAL VISI O HE PREMISES: OR O HER APPROPRIA E INDIVIDUALS
Exterior Walls AMCC Rules §583 x 8 05(3)(m)(7)




PROPOSED SITE PLAN - STAND ALONE BUILD NG

1 3/32 1'-0

ANDERSON PORTER DESIGN

APPLICATION

REVISIONS

| No | Description | Date |
|---|---|---|
| | | |

AndersonPorterDesign
1972 Massachusetts Ave, th Floo
Cambr dge, MA 021 0
Tel. 617 35 .2501 Fax. 617.35 .2509

Client
SOUTHEAST CANNABIS CO.
Project name
ALABAMA
Title PROPOSED SITE PLAN

Drawing issued By ANDERSON OR BR DES GN

| | |
|---|---|
| Job # | 2230.02 |
| Date | |
| Scale | As Indicated |
| Drawn by | MMP |

A1.1

NO E:
THE CONDITIONS LLUSTRATED ON THIS SHEET CONSTITUTE LEGAL STANDARDS FOR HAND CAPPED ACCESSIBILITY. THEY DO NOT CONSTITUTE ACTUAL ARCHITECTURAL CONDITIONS FOR CONSTRUCTION IN THE COURSE OF THIS WORK.

SEE ENCLOSED ARCHITECTURAL DRAWINGS FOR ACTUAL EXTENT OF WORK. NOT ALL CONDITIONS SHOWN HERE NECESSARILY OCCUR N THIS PROJECT.

CONTRACTOR TO INFORM ARCHITECT WHEN ACTUAL CONSTRUCTION WILL NOT CONFORM TO THESE STANDARDS (DUE TO FIELD CONDITIONS, ETC.)

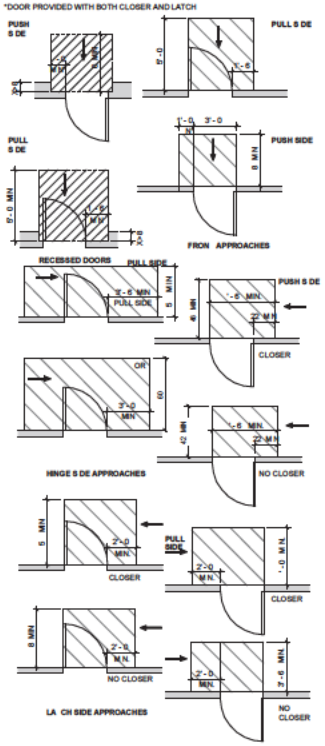
REFER TO STATE ACCESS BILITY REQUIREMENTS AND 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN FOR ALL ACCESSIBILITY REQUIREMENTS.

## GENERAL NOTES

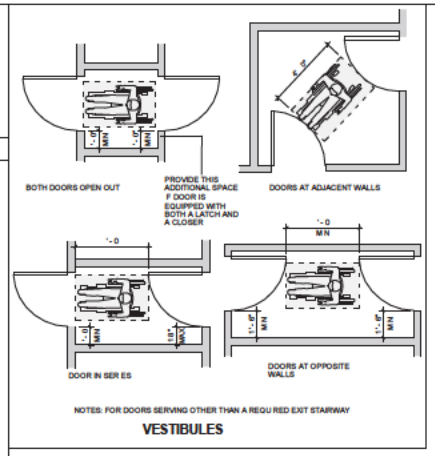
NO E:
DOORS EQUIPPED WITH AUTOMATIC OPENING DEVICES WITH STANDBY POWER ARE EXEMPT.

THE BOTTOM 10 OF ALL DOORS EXCEPT AUTOMATIC AND SL DING SHALL HAVE A SMOOTH, UN NTERRUPTED SURFACE.

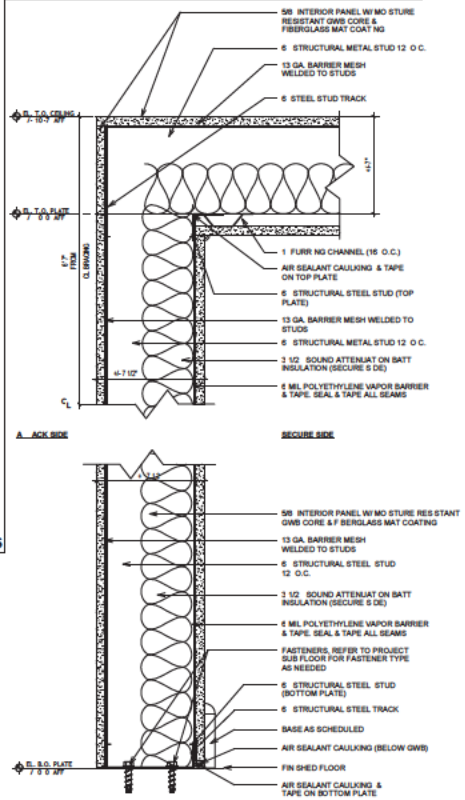
*DOOR PROVIDED WITH BOTH CLOSER AND LATCH



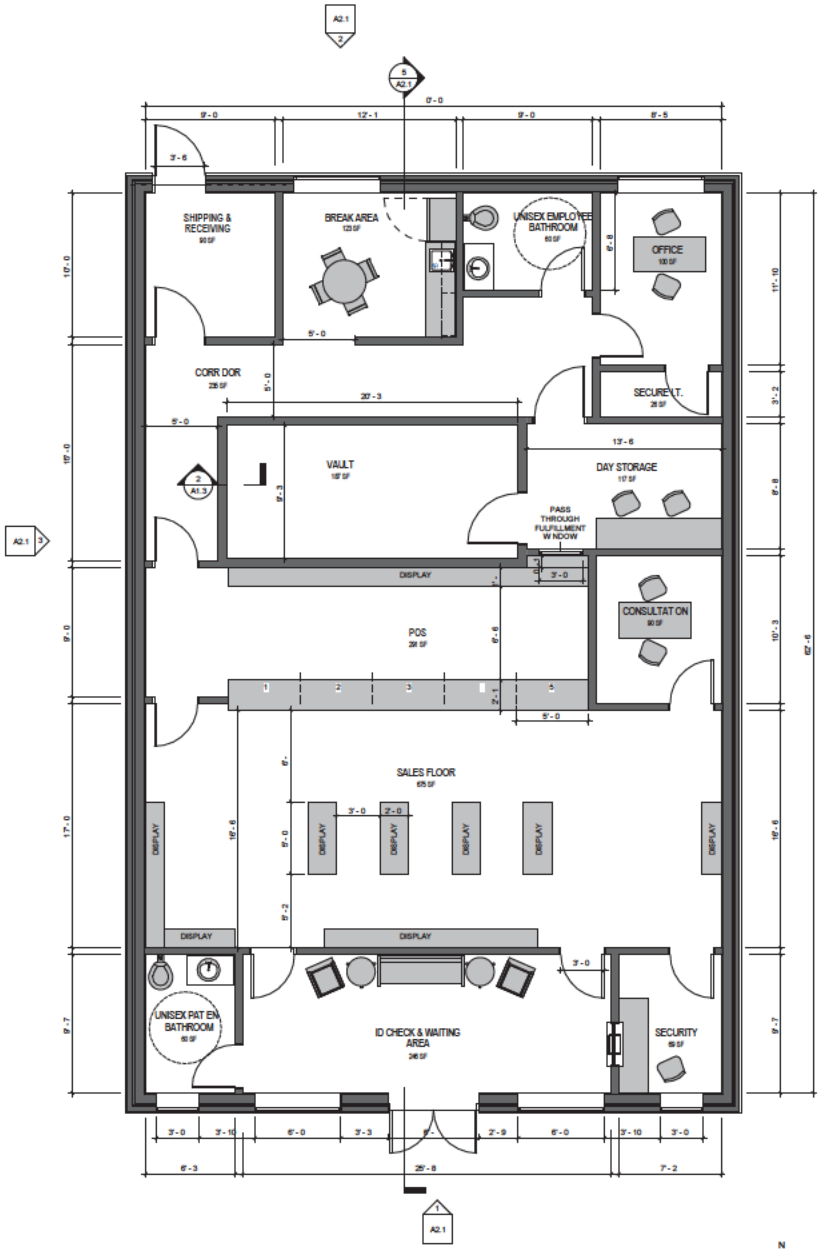

MANEUVERING CLEARANCES AT SWINGING DOORS




VESTIBULES




2 VAULT WALL SECTION DETAIL
3 1-0




1 PROPOSED FLOOR PLAN
1/4 1-0

ANDERSON PORTER DESIGN

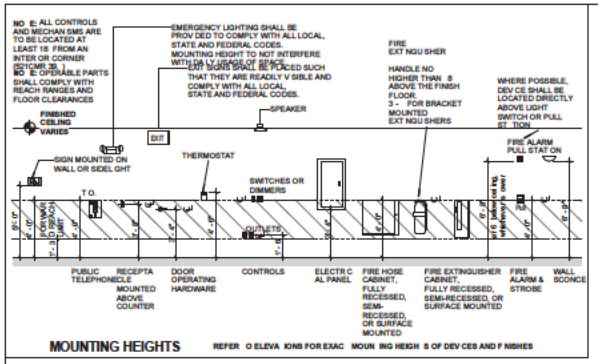
APPLICATION

AndersonPorterDesign
1972 Massachusetts Ave, th Floo
Cambr dge, MA 021 0
Tel. 617 35 .2501 Fax. 617.35 .2509

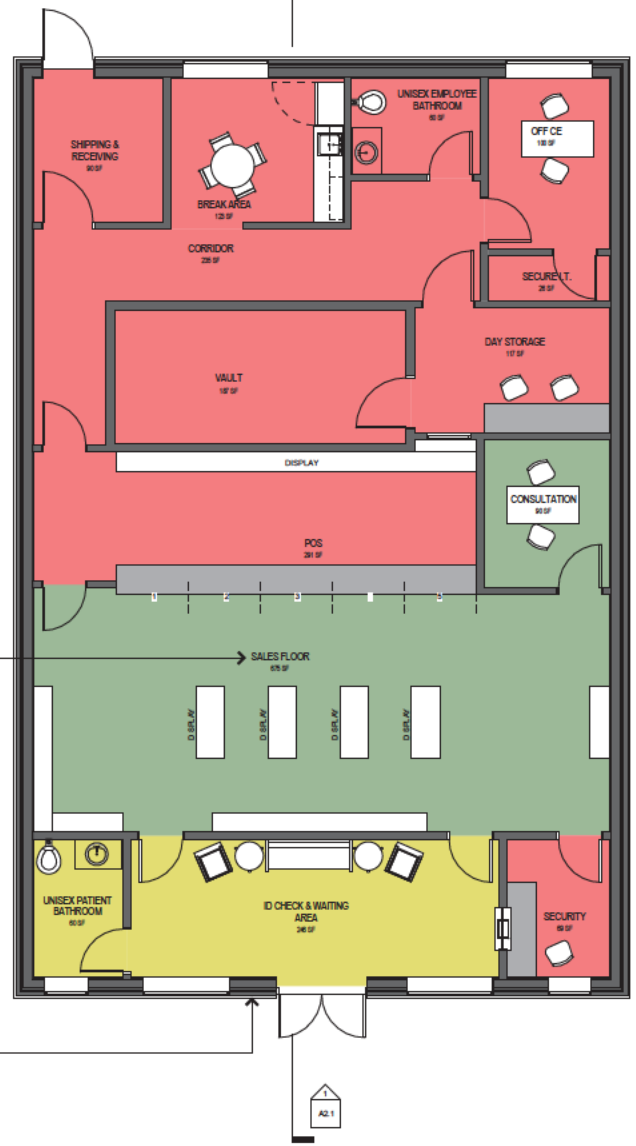
SOUTHEAST CANNABIS CO.
ALABAMA

PROPOSED FLOOR PLAN

2230.02
As Indicated
SWMMP
A1.3




| LEGEND | SQ FT (NET) |
|---|---|
| PATIENT CARE | 1 3 5 |
| RESTRICTED AREA | 691 |
| WAITING | 317 |




NOTES

S GNAGE SHALL BE LOCATED AT THE DISPENSARY ENTRY AND N A VISIBLE LOCATION IN THE SALES AREA THAT READS:

"WARNING: THIS FACILITY IS MONITORED AT ALL TIMES USING AUDIO AND VIDEO SURVEILLANCE. ENTRY TO THIS BUSINESS AND PURCHASES WITHIN ARE STRICTLY PROHIBITED EXCEPT AS TO REGISTERED PATIENTS AND CAREGIVERS PRESENTING VALID IDENTIFICATION AS REQUIRED BY LAW."

1 USE TYPE DIAGRAM (FLOOR PLAN)
1/4 1'-0

ANDERSON PORTER DESIGN

APPLICATION

REVISIONS

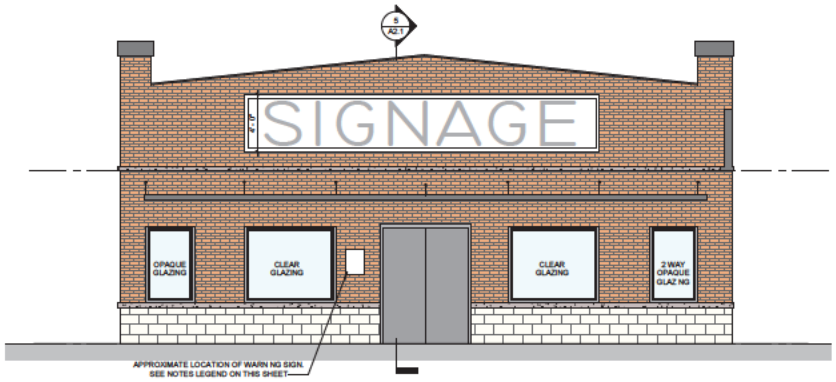
| No | Description | Date |
|---|---|---|

AndersonPorterDesign
1972 Massachusetts Ave, th Floo
Cambr dge, MA 021 0
Tel. 617 35 .2501 Fax. 617.35 .2509

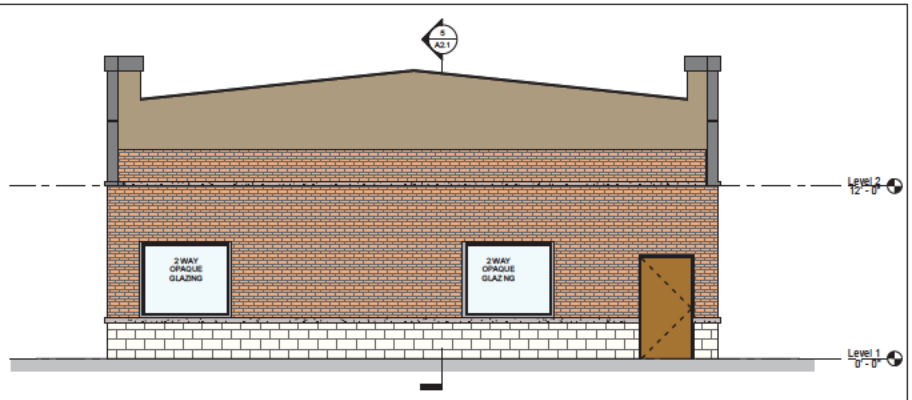
SOUTHEAST CANNABIS CO.
ALABAMA

PROPOSED FLOOR PLAN (USE TYPE DIAGRAM)

Drawing issued by ANDERSON OR SR DES GN
2230.02
Date
Scale 1/ = 1-0
Drawn by SW
A1.4




1 PROPOSED SOUTH ELEVATION
1/4" = 1'-0"

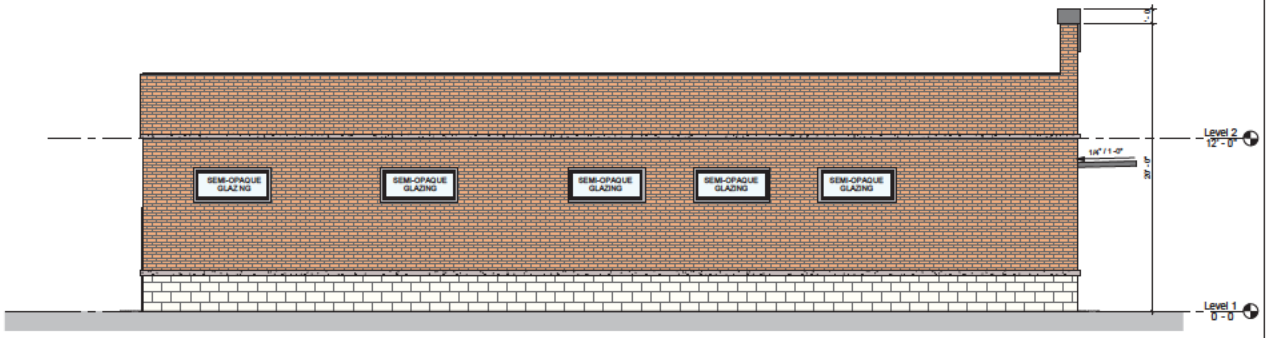



2 PROPOSED NORTH ELEVATION
1/4" = 1'-0"

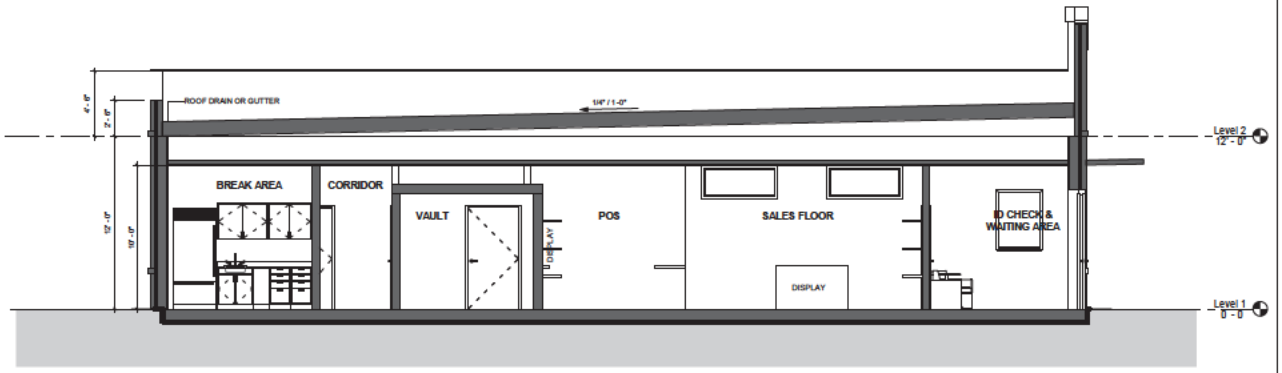
**NOTES**

SIGNAGE SHALL BE LOCATED AT THE DISPENSARY ENTRY AND IN A VISIBLE LOCATION IN THE SALES AREA THAT READS:

"WARNING: THIS FACILITY IS MONITORED AT ALL TIMES USING AUDIO AND VIDEO SURVEILLANCE. ENTRY TO THIS BUSINESS AND PURCHASES WITHIN ARE STRICTLY PROHIBITED EXCEPT AS TO REGISTERED PATIENTS AND CAREGIVERS PRESENTING VALID IDENTIFICATION AS REQUIRED BY LAW."




3 PROPOSED WEST ELEVATION
1/4" = 1'-0"




5 BUILDING SECTION A - FACING EAST
1/4" = 1'-0"

ANDERSON PORTER DESIGN

APPLICATION

REVISIONS

| No | Description | Date |
|---|---|---|
| | | |

AndersonPorterDesign
1972 Massachusetts Ave, 7th Floor
Cambridge, MA 021 0
Tel. 617 35 2501 Fax. 617.35 2509

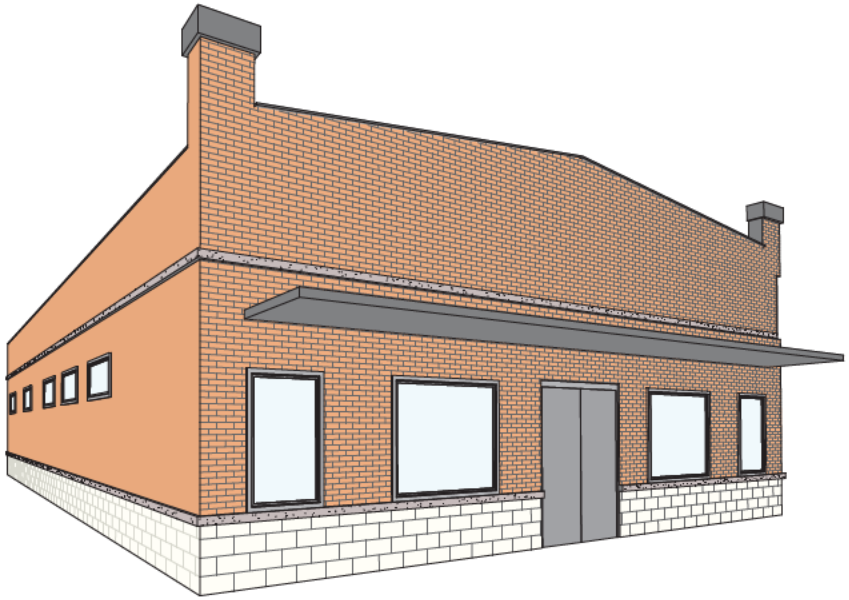
Client: SOUTHEAST CANNABIS CO.
Address: ALABAMA

Title: PROPOSED EXTERIOR ELEVATIONS & SECTION

Drawing issued By: ANDERSON OR BR DSB GN
Project # 2230.02
Date
Scale 1/ = 1'-0
Drawn by MMP
Sheet No. A2.1

# SOUTHEAST CANNABIS CO.

## A MEDICAL CANNABIS DISPENSARY IN ALABAMA



### LIST OF SYMBOLS

- EXISTING PARTIT ON OR PARTITION W/ DOOR TO BE REMOVED
- EXISTING STRUCTURE OR PARTITION TO REMA N
- NEW STRUCTURE OR PARTITION
- FINISH ELEVATION
- ROOM TAG
- GENERAL DETAIL
- WALL SECTION
- INTERIOR ELEVATION
- FINISH TAG
- DOOR IDENTIFICATION SYMBOL
- WALL TYPE TAG
- W NDOW IDENTIFICATION SYMBOL
- FLOOR FINISH SYMBOL
- DUPLEX OUTLET
- GROUND FAULT OUTLET
- CAT 5/COAX/DATA
- CARBON MONOXIDE DETECTOR
- SMOKE ALAM

### ABBREVIATIONS

| | | | |
|---|---|---|---|
| AFF | ABOVE FINISHED FOOR | NSUL | NSULATION |
| CJ | CONTROL JOINT | MAX | MAXIMUM |
| CLG | CEIL NG | MFR | MANUFACTURER |
| CLR | CLEAR | MIN | MINIMUM |
| CO | CLEAN OUT | MO | MASONRY OPENING |
| COL | COLUMN | MTL | METAL |
| CONC | CONCRETE | NIC | NOT IN CONTRACT |
| CONT | CONTINUOUS | NTS | NOT TO SCALE |
| DN | DOWN | OC | ON CENTER |
| EJ | EXPANSION JOINT | PLAM | PLASTIC LAMINATE |
| EL | ELEVATION | PLYWD | PLYWOOD |
| ELEC | ELECTRICAL | PTD | PA NTED |
| EQ | EQUAL | REQ'D | REQUIRED |
| EXIST | EXISTING | RL | RA N LEADER |
| FC | FURRING CHANNEL | STL | STEEL |
| FD | FLOOR DRAIN | STRL | STRUCTURE/STRUCTURAL |
| FIN | F N SH | TYP | TYP CAL |
| FL | FLOOR | UNO | UNLESS NOTED OTHERWISE |
| GL | GLASS | VCT | VINYL COMPOSITION TILE |
| GWB | GYPSUM WALLBOARD | WD | WOOD |
| HT | HEIGHT | W/ | WITH |
| HDWD | HARDWOOD | WNDW | WINDOW |
| HVAC | HEATING, VENT LATION AND AIR CONDITIONING | | |

### SITE LOCATION

N

### CONTACTS

**ARCHITECT**

Anderson Porter Design
1972 Massachusetts Avenue
Cambridge, MA 02140

Brian Anderson
brian@andersonporter.com
617.354.2501 x 110

### DRAWING LIST

ARCHITECTURE

| | |
|---|---|
| A1.1 | PROPOSED SITE PLAN |
| A1.2 | PROPOSED SITE PLAN |
| A1.3 | PROPOSED FLOOR PLAN |
| A1. | PROPOSED FLOOR PLAN (USE TYPE DIAGRAM) |
| A2.1 | PROPOSED EXTERIOR ELEVATIONS & SECTION |

### GENERAL INFORMATION

| | |
|---|---|
| PROPERTY ADDRESS: | ALABAMA |
| PROJECT DESCRIPTION: | |

ANDERSON PORTER DESIGN

APPLICATION

REVISIONS

| No. | Description | Date |
|---|---|---|
| | | |

AndersonPorterDesign
1972 Massachusetts Avenue,
Cambridge, MA 021 0
Tel. 617 35 .2501 Fax. 617.35 .2509

Client: SOUTHEAST CANNABIS CO.

Address: ALABAMA

Title: COVER SHEET

Drawing issued By: ANDERSON OR BR DBB ON

Project #: 2230.02

Date:

Scale:

Drawn by:

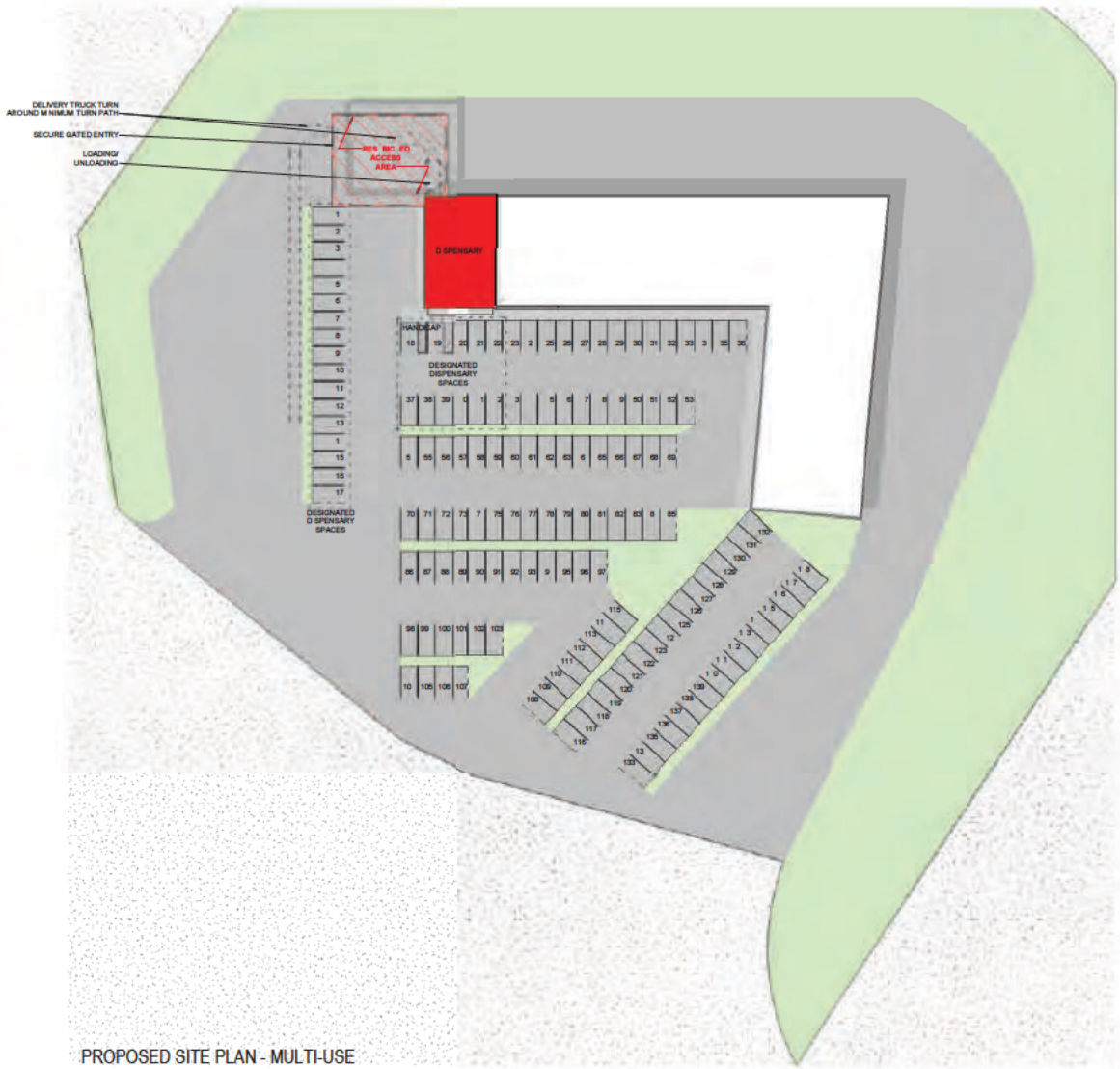
Drawn No: G0 0

NO ES PER AINING O PARK NG LAYOU

- URN RADIUS DE ERMINED BASED ON ASSUMP ON HA HE SECURE RANSPOR VEHICLE WILL BE H NO MODEL 288 WI H A WHEEL CU OF 50 FOR A 180 RO A ION
- ACCOMMODA OHB HAVE BEEN MADE O ENABLE HE RUCK O APPROACH FORWARD OR BACKWARD

NO ES PER AINING O AMCC RULES

- O HE EX EN HA A DISPENS NG SI E S HOUSED IN A S AND ALONE BU LDING A D SPENSARY MUS MAIN A N A PARKING AREA AD ACEN O I S S RUC URE HA SHALL BE FOR HE EXCLUSIVE USE OF PA IEN S AND CAREGIVERS SEEK NG O PURCHASE MEDICAL CANNAB S AND RELA ED EQU PMEN AND SUPPL ED; HE PARK NG AREA MUS BE DES GNED O PROV DE REASONABLE PRIVACY O HOSE INDIV DUALS IN HEIR INGRESS AND EGRESS FROM HE DISPENSING SI E AL ERNA IVELY IF AN EXCLUSIVE PARKING AREA IS NO FEASIBLE FOR HE S ANC ALONE DISPENSARY SI E HE DISPENSARY MUS MAIN A N FOR HE EXCLUSIVE USE OF PA EN S AND CAREGIVERS A DES GNA ED FOR ION OF HE PARKING AREA HA IS SI UA ED CONVENIEN LY O HE D SPENSING SI E AND WH CH MAY BE MONI ORED AND SUPPOR ED FOR HE REASONABLE SAFE Y AND SECUR Y OF COS UMER PA IEN S AND CAREGIVERS O HE EX EN HA A D SPENSING SI E IS HOUSED N A MUL USE S RUC URE S R P MALL OR O HER SUCH RE A L FAC LI Y HE D SPENSARY MUS MA N AIN FOR HE EXCLUSIVE USE OF PA IEN S AND CAREGIVERS A DESIGNA ED POR ION OF HE PARKING AREA HA IS SI UA ED CONVEN EN LY O HE DISPENS NG SI E AND WHICH MAY BE MONI ORED AND SUPPOR ED FOR HE REASONABLE SAFE Y AND SECURI Y OF COS UMER PA IEN S AND CAREGIVERS PARKING LO AMCC RULES §581 x 8 04(2)
- EX ERIOR DOORS OF EACH FAC LI Y OPERA ED BY A DISPENSARY MUS BE DESIGNED OR REINFORCED O WI HS AND UNLAWFUL FORCIBLE EN RY; EX ERIOR DOORS SHALL REMA N LOCKED AGAINS OU SIDE IN RUDERS A ALL IMES WHILE ALLOWING FREE EGRESS BY HE FACILI Y S OCCUPAN S IN HE EVEN OF AN EMERGENCY; DOORS MUS PERMI INGRESS O EMPLOYEES AND O HER APPROPRIA E PERSONS (O HER HAN PA IEN S AND CAREGIVERS) ONLY BY MEANS OF A KEYCARD OR O HER S MILAR ELEC RONIC ACCESS DEVICE PA IEN S AND CAREGIVERS MAY BE GRAN ED ACCESS BY DISPENSARY PERSONNEL ONLY UPON SHOWING A VALID UNEXPIRED AND UNREVOKED MEDICAL CANNAB S CARD
  Exterior Doors AMCC Rules §583 x 8 05(3) m)(6)
- UPON EN RY IN O A DISPENSING SI E HERE MUS BE AN ID CHECK NG AREA A S NGLE EN RANCE POIN FOR HE GENERAL PUBLIC PA IEN S N D CAREGIVERS N O AN AREA WHERE HEY CAN BE SCREENED FOR PROGRAM S A US AND ID VERIFICA ION PRIOR O ACCESS O HE FACILI Y BEING GRAN ED HIS CAN BE COMBINED WI H HE ABOVE AREAS HIS OF EN AKES HE FORM OF EI HER A RECEP ION DESK N HE WAI ING ROOM OR A WINDOW HROUGH WHICH Da CAN BE PASSED
  AMCC RULES §583 x 2 07(3)(m)(9) SB 46 §28 2A 64(a)(3)(a)
- AB O ANY FACILI Y OWNED BY A DISPENSARY A WH CH MEDICAL CANNAB S IS MAIN AINED EXCEP A DISPENSARY SI E HE DISPENSARY MUS SURROUND HE PER ME ER OF SUCH A FACILI Y WI H A SUFF CIEN FENCE OR BARR ER O PREVEN ACCESS BY UNAU HORIZED PERSONS AND MUS HAVE SUFFIC EN L GH NG O ALLOW FOR HE PROPER FUNC ON NG OF VIDEO SURVEILLANCE EQU PMEN A ALL IMES BE WEEN DUSK AND DAWN OR A ANY O HER IME WHEN AMBIEN LIGH ING REQUIRES ENHANCEMEN O PERMI IDEN FICA ON OF INDIVIDUALS AND AC IVI IES UPON OR IMMEDIA ELY AD ACEN O HE PREM SES NDOOR PREMISES MUS LIKEWISE BE SUFFICIEN LY LI O ALLOW FOR HE IDEN IFICA ION OF INDIVIDUALS AND AC IVI IES
  (AMCC RULES §583 X 8 05(3)(k)(6) )
- A DISPENSARY SI E MUS BE HOUSED (A) IN A S AND ALONE BUILD NG OR (B) WI HIN A MUL USE S RUC URE S RIP MALL OR O HER SUCH RE AIL FACILI Y; HE AREA OCCUPIED BY HE DISPENSARY SI E S NO O BE ACCESSIBLE O OR USED BY NEIGHBORING BUSINESSES O HER ENAN S OR O HER NO EMPLOYED BY HE DISPENSARY O HE EX EN HA HE D SPENSARY SI E HOUSED MUS BE SELF CON A NED OR A A MIN MUM SEGREGA ED FROM O HER BUSINESSES AND AC IVI IES BE NG CONDUC ED N HE MUL USE S RUC URE S RIP MALL OR O HER SUCH RE AIL FACILI Y BY SEPARA E POIN S OF INGRESS AND EGRESS OR A A MINIMUM SEPARA ELY KEYED AND ELEC RONICALLY PRO EC ED EN RYWAYS ACCESS BLE ONLY O EMPLOYEES OF HE DISPENSARY; PA IEN S AND CAREGIVERS; AMCC REPRESEN A IVES AND HE R GUES S; REPRESEN A IVES OF O HER LICENSEES: VENDORS CLEANING CREW PERSONNEL AND REPAIR WORKERS CARRYING OU BUSINESS RELA ED FUNC ONS ON HE PREM SES; REPRESEN A IVES OF HE LESSOR DUR NG ROU NE INSPEC IONS OR S MILAR CIRCUMS ANCES WARRAN NG A PHYSICAL VISI O HE PREMISES: OR O HER APPROPRIA E NDIVIDUALS
  Exterior Walls AMCC Rules §583 x 8 05(3)(m)(7)




PROPOSED SITE PLAN - MULTI-USE BUILDING
1/32 1'-0

ANDERSON PORTER DESIGN

APPLICATION

REVISIONS

| No | Description | Date |
|---|---|---|

AndersonPorterDesign
1972 Massachusetts Ave, th Floo
Cambr dge, MA 021 0
Tel. 617 35 .2501 Fax. 617.35 .2509

project
SOUTHEAST CANNABIS CO.
Address
ALABAMA

title PROPOSED SITE PLAN

Drawing issued By ANDERSON OR SR DESIGN
project# 2230.02
Date
Scale As Indicated
Drawn by MMP
A1.2

NO E:
THE CONDITIONS LLUSTRATED ON THIS SHEET CONSTITUTE LEGAL STANDARDS FOR HAND CAPPED ACCESSIBILITY. THEY DO NOT CONSTITUTE ACTUAL ARCHITECTURAL CONDITIONS FOR CONSTRUCTION IN THE COURSE OF THIS WORK.

SEE ENCLOSED ARCHITECTURAL DRAWINGS FOR ACTUAL EXTENT OF WORK. NOT ALL CONDITIONS SHOWN HERE NECESSARILY OCCUR N THIS PROJECT.

CONTRACTOR TO INFORM ARCHITECT WHEN ACTUAL CONSTRUCTION WILL NOT CONFORM TO THESE STANDARDS (DUE TO FIELD CONDITIONS, ETC.)

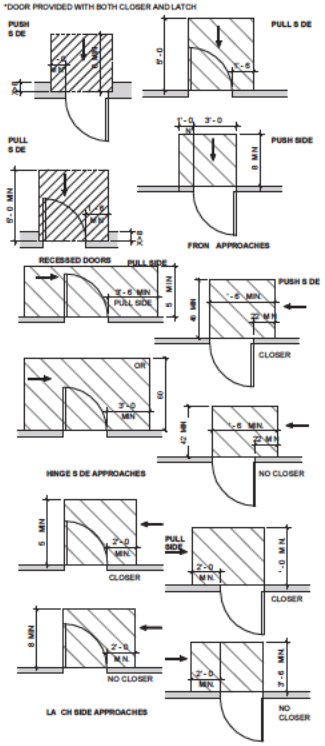
REFER TO STATE ACCESS BILITY REQUIREMENTS AND 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN FOR ALL ACCESSIBILITY REQUIREMENTS.

## GENERAL NOTES

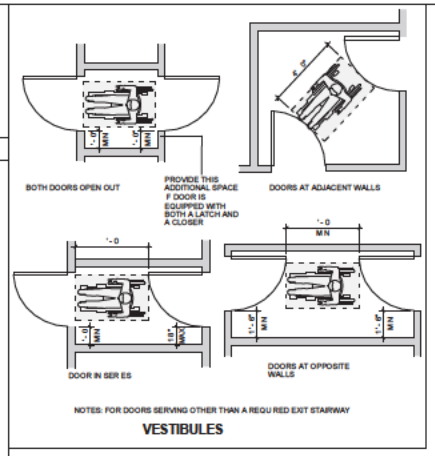
NO E:
DOORS EQUIPPED WITH AUTOMATIC OPENING DEVICES WITH STANDBY POWER ARE EXEMPT.

THE BOTTOM 10 OF ALL DOORS EXCEPT AUTOMATIC AND SL DING SHALL HAVE A SMOOTH, UN NTERRUPTED SURFACE.

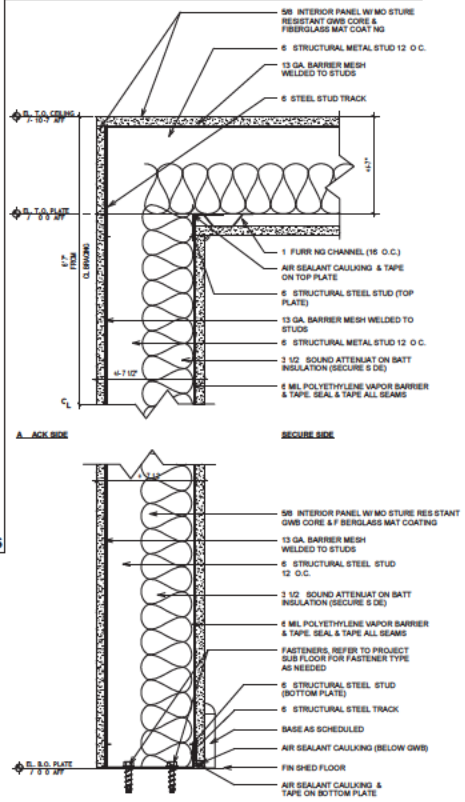
*DOOR PROVIDED WITH BOTH CLOSER AND LATCH



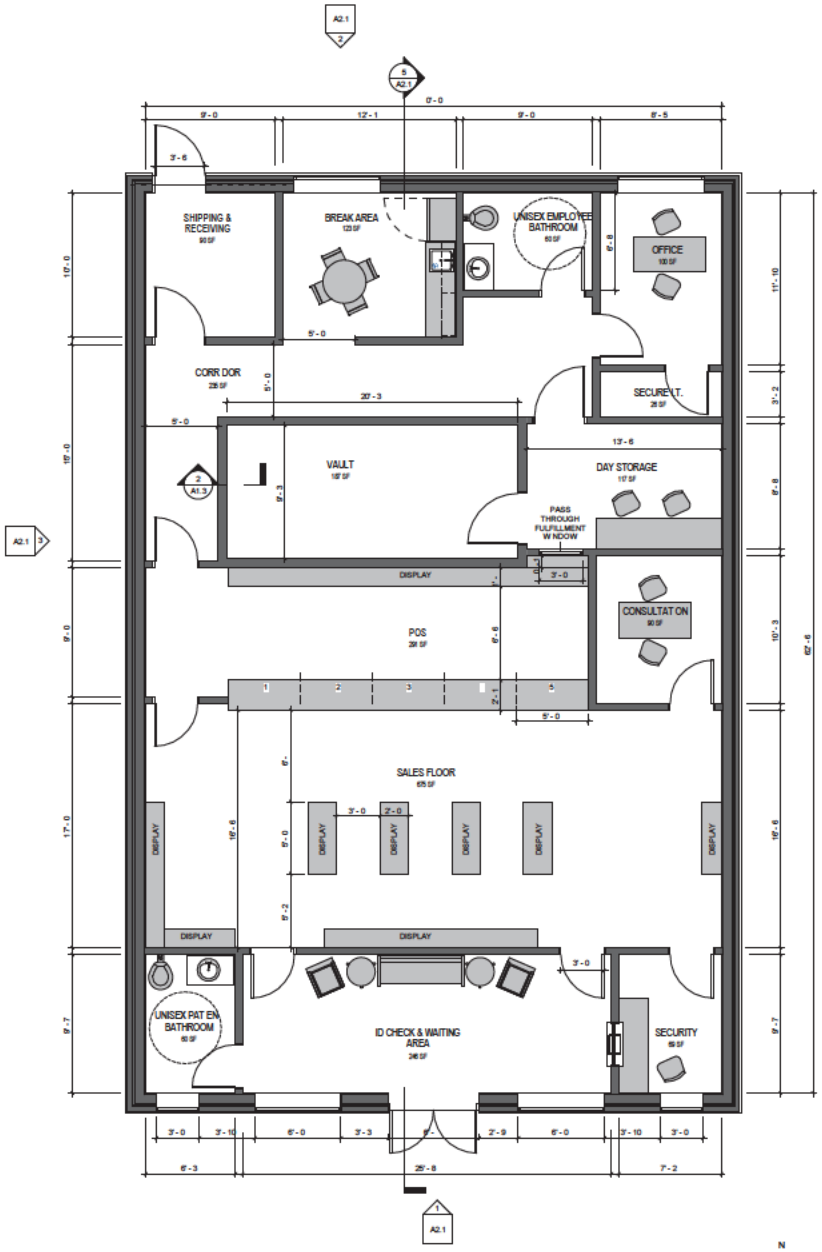

MANEUVERING CLEARANCES AT SWINGING DOORS




VESTIBULES




2 VAULT WALL SECTION DETAIL
3 1-0




1 PROPOSED FLOOR PLAN
1/4 1-0

ANDERSON PORTER DESIGN

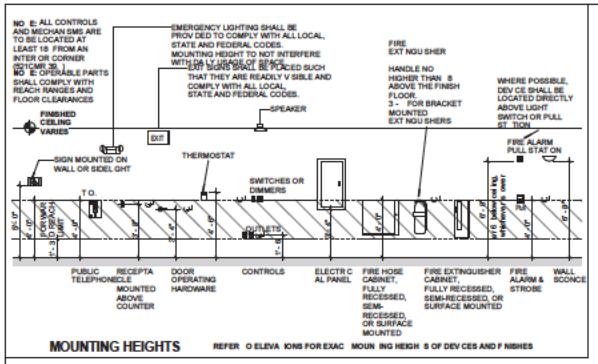
APPLICATION

AndersonPorterDesign
1972 Massachusetts Ave, th Floo
Cambr dge, MA 021 0
Tel. 617 35 .2501 Fax. 617.35 .2509

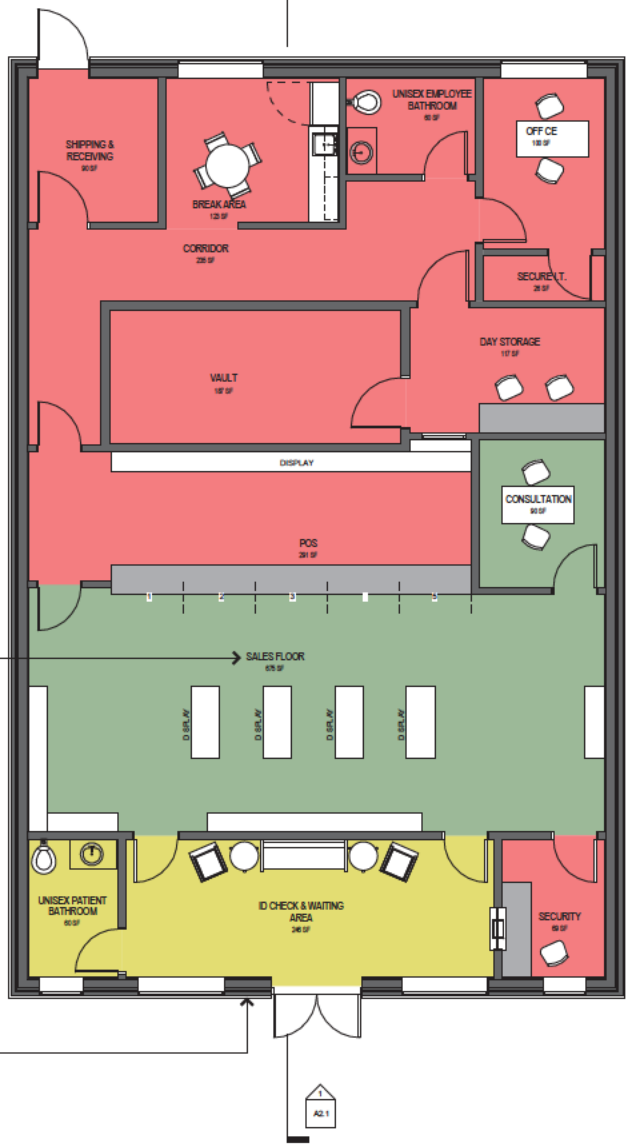
SOUTHEAST CANNABIS CO.
ALABAMA

PROPOSED FLOOR PLAN

2230.02
As Indicated
SWMMP
A1.3




| LEGEND | SQ FT (NET) |
|---|---|
| PATIENT CARE | 1 3 5 |
| RESTRICTED AREA | 691 |
| WAITING | 317 |




NOTES

S GNAGE SHALL BE LOCATED AT THE DISPENSARY ENTRY AND N A VISIBLE LOCATION IN THE SALES AREA THAT READS:

"WARNING: THIS FACILITY IS MONITORED AT ALL TIMES USING AUDIO AND VIDEO SURVEILLANCE. ENTRY TO THIS BUSINESS AND PURCHASES WITHIN ARE STRICTLY PROHIBITED EXCEPT AS TO REGISTERED PATIENTS AND CAREGIVERS PRESENTING VALID IDENTIFICATION AS REQUIRED BY LAW."

1 USE TYPE DIAGRAM (FLOOR PLAN)
1/4 1'-0

ANDERSON PORTER DESIGN

APPLICATION

REVISIONS

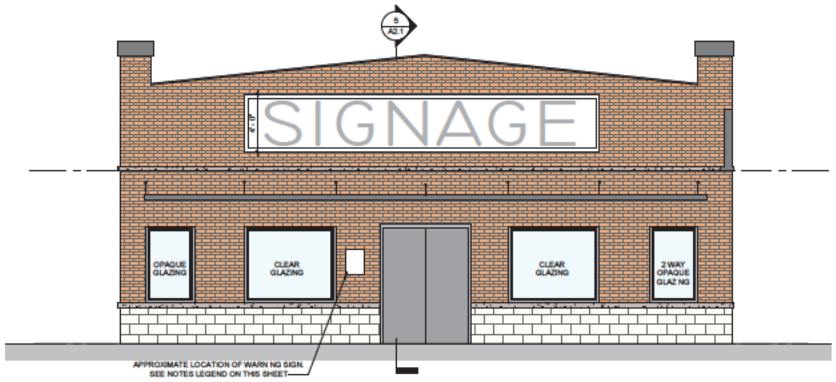
| No | Description | Date |
|---|---|---|

AndersonPorterDesign
1972 Massachusetts Ave, th Floo
Cambr dge, MA 021 0
Tel. 617 35 .2501 Fax. 617.35 .2509

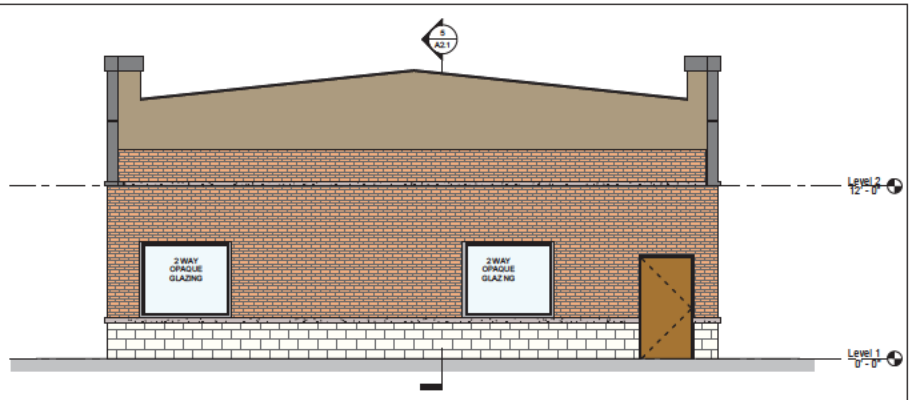
SOUTHEAST CANNABIS CO.
ALABAMA

PROPOSED FLOOR PLAN (USE TYPE DIAGRAM)

Drawing issued By ANDERSON OR BR DGE GN
2230.02
Date
Scale 1/ = 1-0
Drawn by SW
A1.4




1 PROPOSED SOUTH ELEVATION
1/4" = 1'-0"




2 PROPOSED NORTH ELEVATION
1/4" = 1'-0"

**NOTES**

SIGNAGE SHALL BE LOCATED AT THE DISPENSARY ENTRY AND IN A VISIBLE LOCATION IN THE SALES AREA THAT READS:

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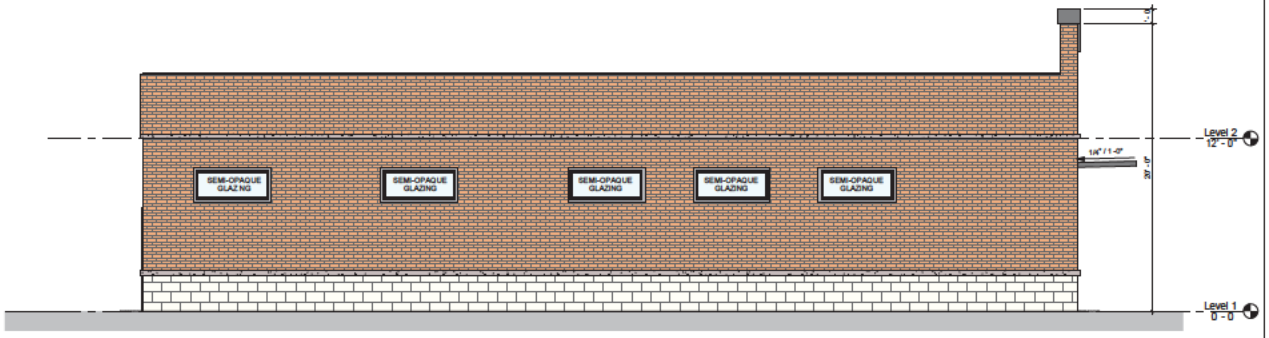
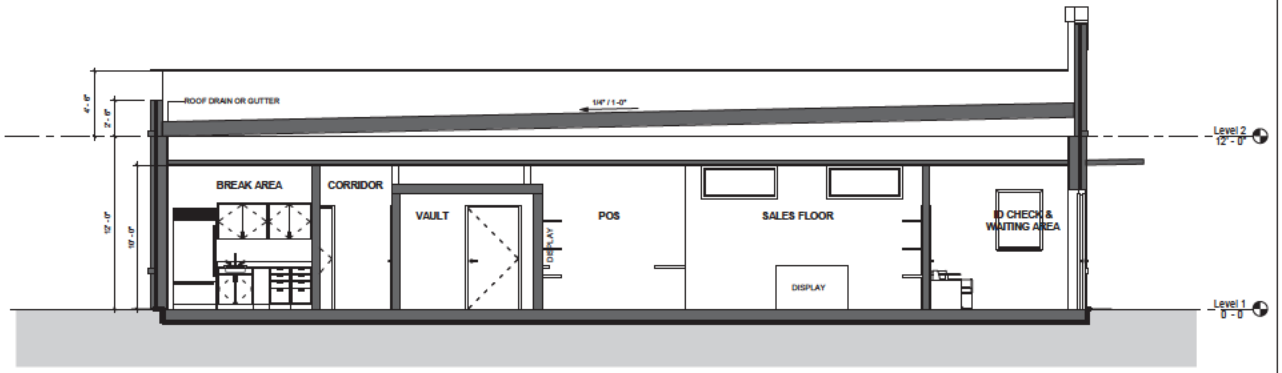



3 PROPOSED WEST ELEVATION
1/4" = 1'-0"




5 BUILDING SECTION A - FACING EAST
1/4" = 1'-0"

ANDERSON PORTER DESIGN

APPLICATION

REVISIONS

| No | Description | Date |
|---|---|---|
| | | |

AndersonPorterDesign
1972 Massachusetts Ave, 7th Floor
Cambridge, MA 021 0
Tel. 617 35 2501 Fax. 617.35 2509

Client: SOUTHEAST CANNABIS CO.
Address: ALABAMA

Title: PROPOSED EXTERIOR ELEVATIONS & SECTION

Drawing issued By: ANDERSON DESIGN
Project # 2230.02
Date
Scale 1/ = 1'-0
Drawn by MMP
Drawing No. A2.1

# 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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **Verification Date** |

**Exhibit 32 – Engineering Plans and Specifications (Cultivation Facilities).**

*Satisfaction of Plan: In progress with expected 60 days after award of license*

**Executive Summary**

Southeast Cannabis Company, LLC's ("SCC") has contracted with engineers specializing in the cannabis industry to provide Engineering Plans and Specifications for our proposed Cultivation and Processor Facility ("Production Facility") located on approximately 30 acres of land at 11545 Bellingrath Road in Theodore, Alabama, in Mobile County ("Site"). **As described below, and as shown in the attached Engineering Plans (identified as Engineering Plans and Specifications – Attachment to Exhibit 32), SCC's Engineering Plans and Specifications have been prepared in full compliance with the Alabama Department of Agriculture and Industries Regulations, specifically Ala. Admin. Code r. 80-14-1-.04(5)(d)(1)-(13).**

SCC's Production Facility will be situated on land owned by our Chief Executive Officer ("CEO"), Oliver Washington IV, a fourth-generation African-American farmer who currently serves as the President of Shore Acres Plant Farm, Inc. ("Shore Acres"). Shore Acres has been family owned and operated since 1945 and has grown from its humble beginnings as a roadside plant stand to an employment and revenue-generating mainstay of the Gulf Coast. Based on the Site's current use, it is uniquely suited to host SCC's Production Facility, which will provide economic opportunities to the citizens of Mobile County and increase access to Medical Cannabis for patients throughout Alabama.

SCC has retained Anderson Porter Design, which is a cannabis-focused design and architectural firm that assists in designing cannabis cultivation and processing facilities throughout the United States and internationally. Their expertise is reflected in their meticulous attention to detail throughout all aspects of SCC's Engineering Plans and specifications. SCC has also engaged PIPP Horticulture, who will provide mobile vertical grow racks, which will allow SCC to maximize production capability, reduce operating costs, and increase revenue per square foot. PIPP has assisted with installations in over 2,000 grow rooms worldwide and will be an integral partner in optimizing SCC's operations at our Production Facility. Our Security Plan was prepared by Sapphire Risk Advisory Services, who have designed cannabis security programs and systems across the USA for over nine years, making them one of the most experienced nationwide cannabis consulting firms in this

industry. During that time, they have worked with over 600 cannabis business owners in 35 States and Canada and consulted in all three phases of starting and operating a business in the cannabis industry: License applications, security build-outs, and day-to-day security operating procedures.

**Plans and Specifications**

This section will provide additional detail relative to each of the drawings and confirms compliance with Ala. Admin. Code r. 80-14-1-.04(5)(d)(1)-(13).

G1.0- Cover Sheet: The cover sheet provides an aerial view of the location of the Production Facility, as well as its location within Alabama.

G1.1 and G1.2- Accessibility Requirements: These sections of the attachment demonstrate SCC's plan to adhere to all requirements set forth in the Americans with Disabilities Act ("ADA"). Adherence to the ADA reflects our commitment to legal compliance, as well as our commitment to ensuring that our team reflects an accurate makeup of Alabama's population with respect to race, economics, and abilities.

A1.0- Site Plan: The Site Plan identifies the property line, the location of the proposed fence around the Site, exterior parking, and the restricted access area, which will be secured and monitored with video surveillance 24 hours a day. The Facility will have sufficient lighting to allow for the proper functioning of video surveillance equipment at all times.

A1.1 and A1.2- Proposed Floor Plan and Usage Diagram: A1.1 identifies the area where returned Medical Cannabis will be stored in the "Returned Medical Cannabis Storage" room and the location, size, and capacity of all storage areas. It also shows the Shipping and Receiving Area, which is an enclosed, secure area out of public view that allows for the loading and unloading of Medical Cannabis into or out of any motor vehicle for secure transport. The "Pest Management Cabinet" will house all plant inputs and application equipment. A1.2 provides a color-coded overlay, which provides a detailed plan of all

operational areas involved in the production of Cannabis, as well as employee-accessible non-production areas.

A2.1 and A2.2-Proposed Exterior Elevations: These drawings depict the location and door material specifications of all entrances and exits to the Facility, as well as the physical makeup and specifications of all outer walls of the enclosed structure. A2.1 depicts the Proposed West and East Elevations, including dimensions and elevation referenced to facility benchmarks. This sheet also identifies construction details and their dimensions and confirms that exterior walls and windows will be reinforced to withstand unlawful forceable entry in compliance with Ala. Admin. Code r. 538-x-6.06(3)(i)(7). The following are also identified: the location of ventilation systems, including mini-split condensers to support dry rooms, and the location of exterior doors. A2.2 depicts the Proposed East and North Elevations and includes comparable information as shown in A1.2, as well as the location of the trash compactor to support the green waste room, the electrical generator, exterior lighting at the loading dock, and dock seals, installed to enhance biosecurity.

A3.1-Proposed Building Sections: A3.1 depicts the cross-sections of the Facility, showing the construction details of the Production Facility and their dimensions to provide verification of construction materials, as well as the location, size, and capacity of ventilation systems.

PIIP Horticulture Drawings: These drawings clearly identify the dimensions of all equipment used throughout the Production Facility for the production of Cannabis.

Security Overlay: The enclosed Security Overlay includes the following information:

- The location of all monitoring cameras and their field of view, all of which will be operating 24 hours per day.
- The location of all alarm inputs (door contacts, motion detectors, duress/hold-up devices)and alarm sirens.
- The location of the digital audio/video recorder and alarm control panel.
- The location of all restricted, employee-accessible, and public areas.

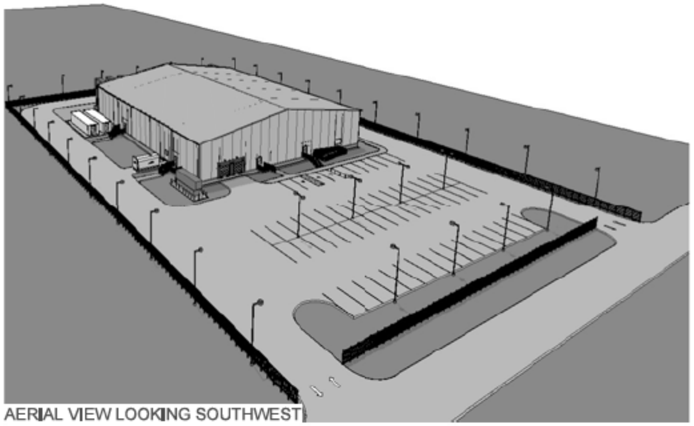
The Production Facility does not include any skylights or roof hatches, and as such, these are not identified in the following Plans and Specifications.

This Exhibit 32 complies with: Ala. Admin. Code. r. 80-14-1-.04(5)(d)(1)-1(13); 538-x-6-.06(3)(i)(5)

# SOUTHEAST CANNABIS CO.

## PARCEL I.D. #002.002
## THEODORE, ALABAMA 36582

ANDERSON
PORTER
DESIGN



AERIAL VIEW LOOKING SOUTHWEST

PROPOSED BUILDING LOCATION
Latitude : 30.44978
Longitude: -88.173402

11545 BELLINGRATH RD, THEODORE, AL

PROJECT LOCATION HERE

### LIST OF SYMBOLS

- EXISTING PARTITION OR PARTITION W/ DOOR TO BE REMOVED
- EXISTING STRUCTURE OR PARTITION TO REMAIN
- NEW STRUCTURE OR PARTITION
- FINISH ELEVATION
- ROOM TAG
- GENERAL DETAIL
- WALL SECTION
- INTERIOR ELEVATION
- FINISH TAG
- DOOR IDENTIFICATION SYMBOL
- WALL TYPE TAG
- WINDOW IDENTIFICATION SYMBOL
- FLOOR FINISH SYMBOL
- DUPLEX OUTLET
- GROUND FAULT OUTLET
- CAT 5/COAX/DATA
- CARBON MONOXIDE DETECTOR
- SMOKE ALAM

### ABBREVIATIONS

| | | | |
|---|---|---|---|
| AFF | ABOVE FINISHED FLOOR | INSUL | INSULATION |
| CJ | CONTROL JOINT | MAX | MAXIMUM |
| CLG | CEILING | MFR | MANUFACTURER |
| CLR | CLEAR | MIN | MINIMUM |
| CO | CLEAN OUT | MO | MASONRY OPENING |
| COL | COLUMN | MTL | METAL |
| CONC | CONCRETE | NIC | NOT IN CONTRACT |
| CONT | CONTINUOUS | NTS | NOT TO SCALE |
| DN | DOWN | OC | ON CENTER |
| EJ | EXPANSION JOINT | PLAM | PLASTIC LAMINATE |
| EL | ELEVATION | PLYWD | PLYWOOD |
| ELEC | ELECTRICAL | PTD | PAINTED |
| EQ | EQUAL | REQD | REQUIRED |
| EXIST | EXISTING | RL | RAIN LEADER |
| FC | FURRING CHANNEL | ST | STEEL |
| FD | FLOOR DRAIN | STRL | STRUCTURE/STRUCTURAL |
| FIN | FINISH | TYP | TYPICAL |
| FL | FLOOR | UNO | UNLESS NOTED OTHERWISE |
| GL | GLASS | VCT | VINYL COMPOSITION TILE |
| GWB | GYPSUM WALLBOARD | WD | WOOD |
| HT | HEIGHT | W/ | WITH |
| HDWD | HARDWOOD | WNDW | WINDOW |
| HVAC | HEATING, VENTILATION AND AIR CONDITIONING | | |

### SITE LOCATION

### CONTACTS

ARCHITECT
Anderson Porter Design
875 Main Street
Cambridge MA 02139

Brian Anderson
617.354.2501

### DRAWING LIST

GENERAL

| | |
|---|---|
| G1.0 | COVER SHEET |
| G1.1 | ACCESSIBILITY REQUIREMENTS |
| G1.2 | ACCESSIBILITY REQUIREMENTS |

ARCHITECTURE

| | |
|---|---|
| A1.0 | SITE PLAN |
| A1.1 | PROPOSED FLOOR PLAN |
| A1.2 | PROPOSED FLOOR PLAN + USAGE DIAGRAM |
| A2.1 | PROPOSED EXTERIOR ELEVATIONS |
| A2.2 | PROPOSED EXTERIOR ELEVATIONS |
| A3.1 | PROPOSED BUILDING SECTIONS |

### GENERAL INFORMATION

| | |
|---|---|
| PROPERTY ADDRESS: | PARCEL I.D. #002.002<br>THEODORE, ALABAMA 36582 |
| PROJECT DESCRIPTION: | CANNABIS CULTIVATION & MANUFACTURING FACILITY |

AndersonPorterDesign
1972 Massachusetts Avenue,
Cambridge, MA 02140
Tel. 617.354.2501 Fax. 617.354.2509

Project: SOUTHEAST CANNABIS CO. LLC

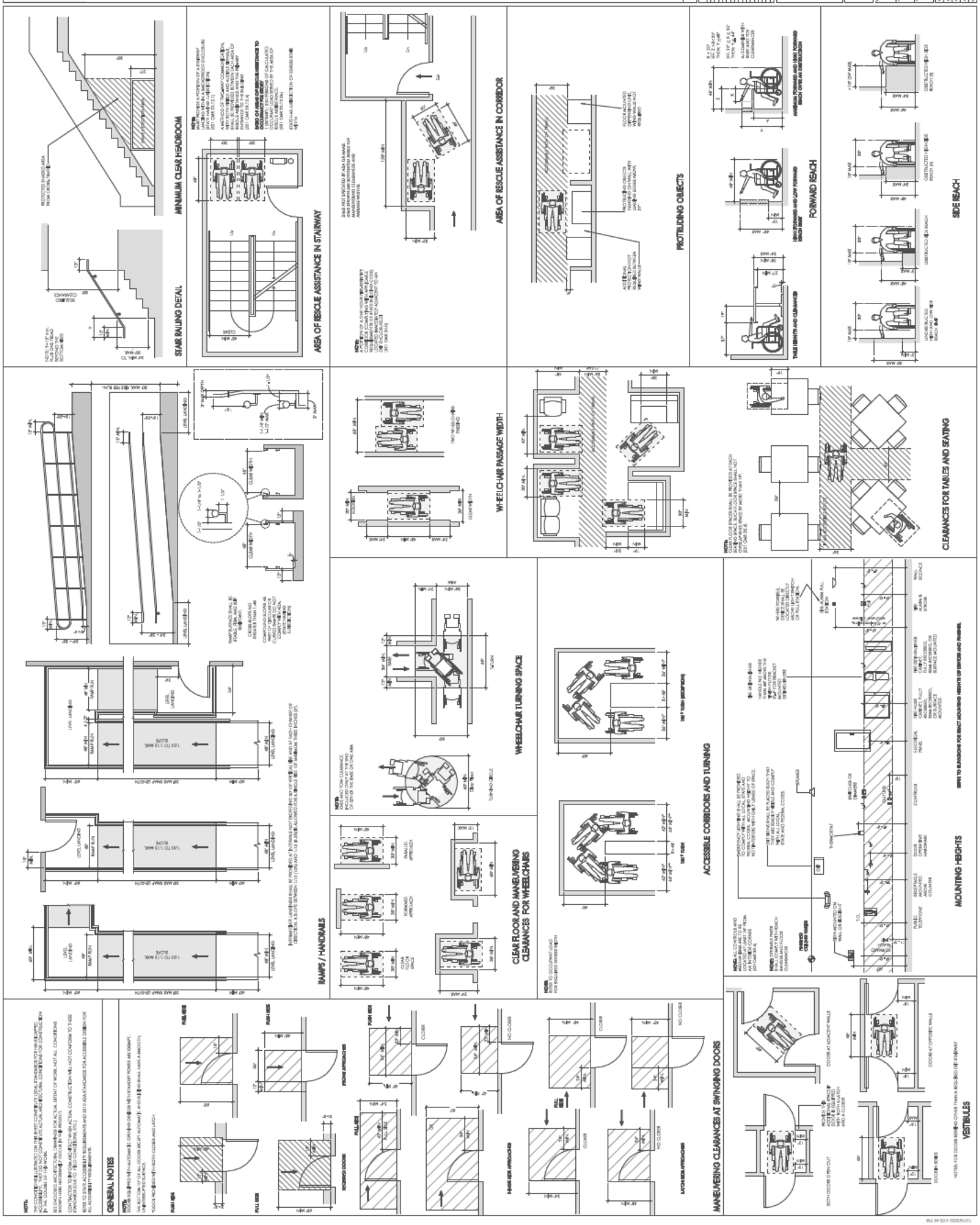
Address: PARCEL I.D. #002.002
THEODORE, ALABAMA 36582

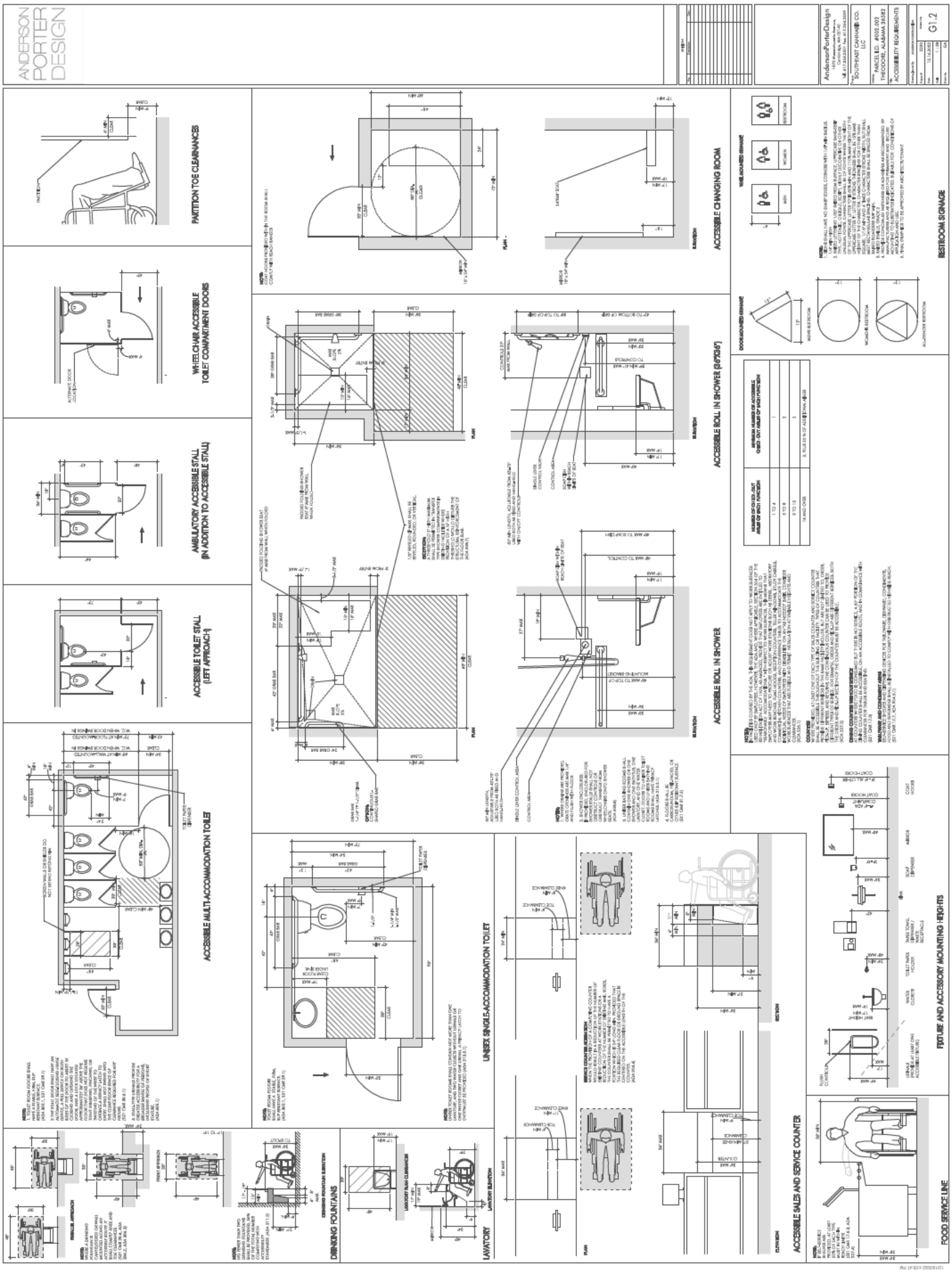
Title: COVER SHEET

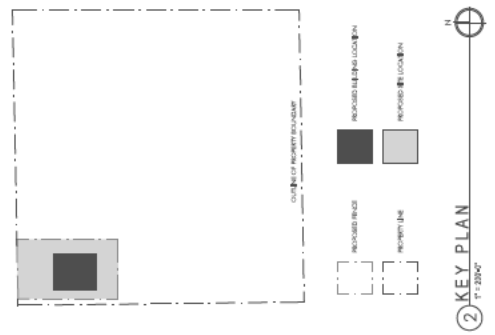
Drawing Issued By: ANDERSON PORTER DESIGN

| | | |
|---|---|---|
| Project # | 2200 | Sheet No. |
| Date | 12.16.2022 | G1.0 |
| Drawn by | OA; MF; MC | |

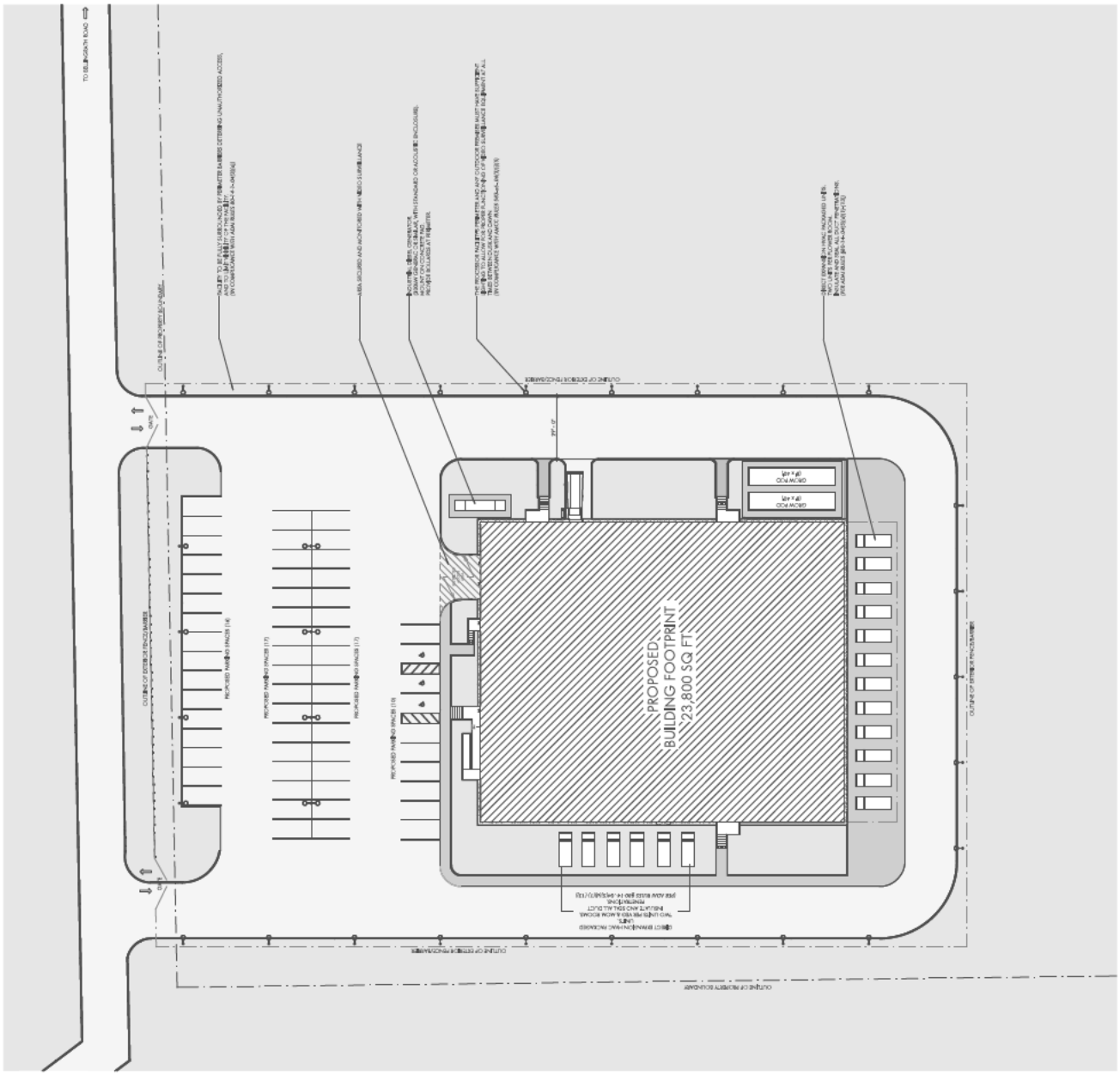
12/16/2022 4:56:48 PM


ANDERSON PORTER DESIGN
STAIR RAILING DETAIL
MINIMUM CLEAR HEADROOM
AREA OF RESCUE ASSISTANCE IN STAIRWAY
AREA OF RESCUE ASSISTANCE IN CORRIDOR
PROTRUDING OBJECTS
FORWARD REACH
SIDE REACH
RAMPS / HANDRAILS
WHEELCHAIR PASSAGE WIDTH
CLEAR FLOOR AND MANEUVERING CLEARANCES FOR WHEELCHAIRS
WHEELCHAIR TURNING SPACE
ACCESSIBLE CORRIDORS AND TURNING
CLEARANCES FOR TABLES AND SEATING
MOUNTING HEIGHTS
MANEUVERING CLEARANCES AT SWINGING DOORS
VESTIBULES
GENERAL NOTES
AndersonPorterDesign
SOUTHEAST CANNABIS CO. LLC
ACCESSIBILITY REQUIREMENTS
G1.1

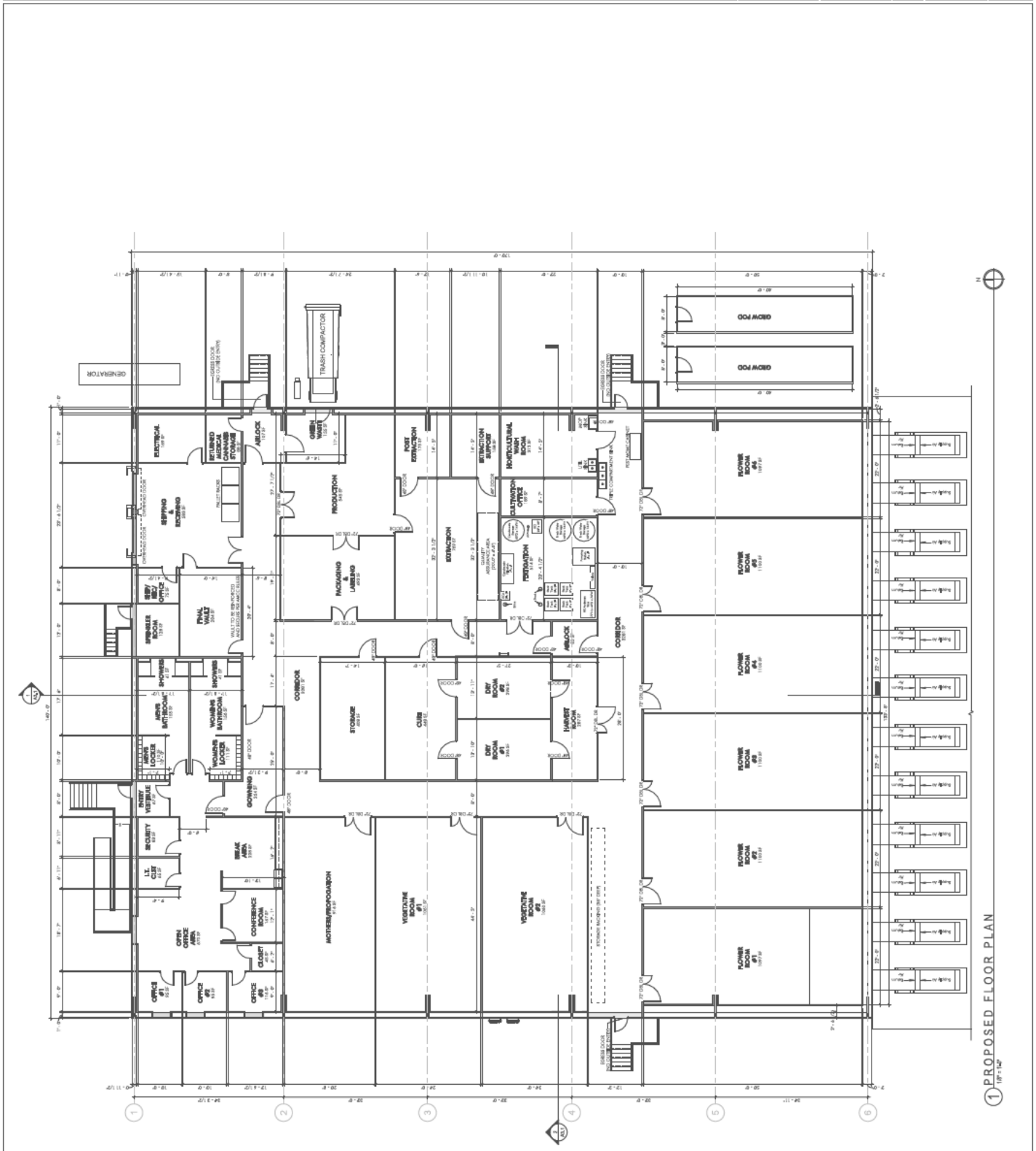

ANDERSON PORTER DESIGN
AndersonPorterDesign
SOUTHEAST CANNABIS CO. LLC
ACCESSIBILITY REQUIREMENTS
G1.2
PARTITION TOE CLEARANCES
WHEELCHAIR ACCESSIBLE TOILET COMPARTMENT DOORS
AMBULATORY ACCESSIBLE STALL (IN ADDITION TO ACCESSIBLE STALL)
ACCESSIBLE TOILET STALL (LEFT APPROACH)
ACCESSIBLE MULTI-ACCOMMODATION TOILET
ACCESSIBLE CHANGING ROOM
ACCESSIBLE ROLL IN SHOWER (60"X30")
ACCESSIBLE ROLL IN SHOWER
RESTROOM SIGNAGE
UNISEX SINGLE-ACCOMMODATION TOILET
DRINKING FOUNTAINS
LAVATORY
ACCESSIBLE SALES AND SERVICE COUNTER
FIXTURE AND ACCESSORY MOUNTING HEIGHTS
FOOD SERVICE LINE

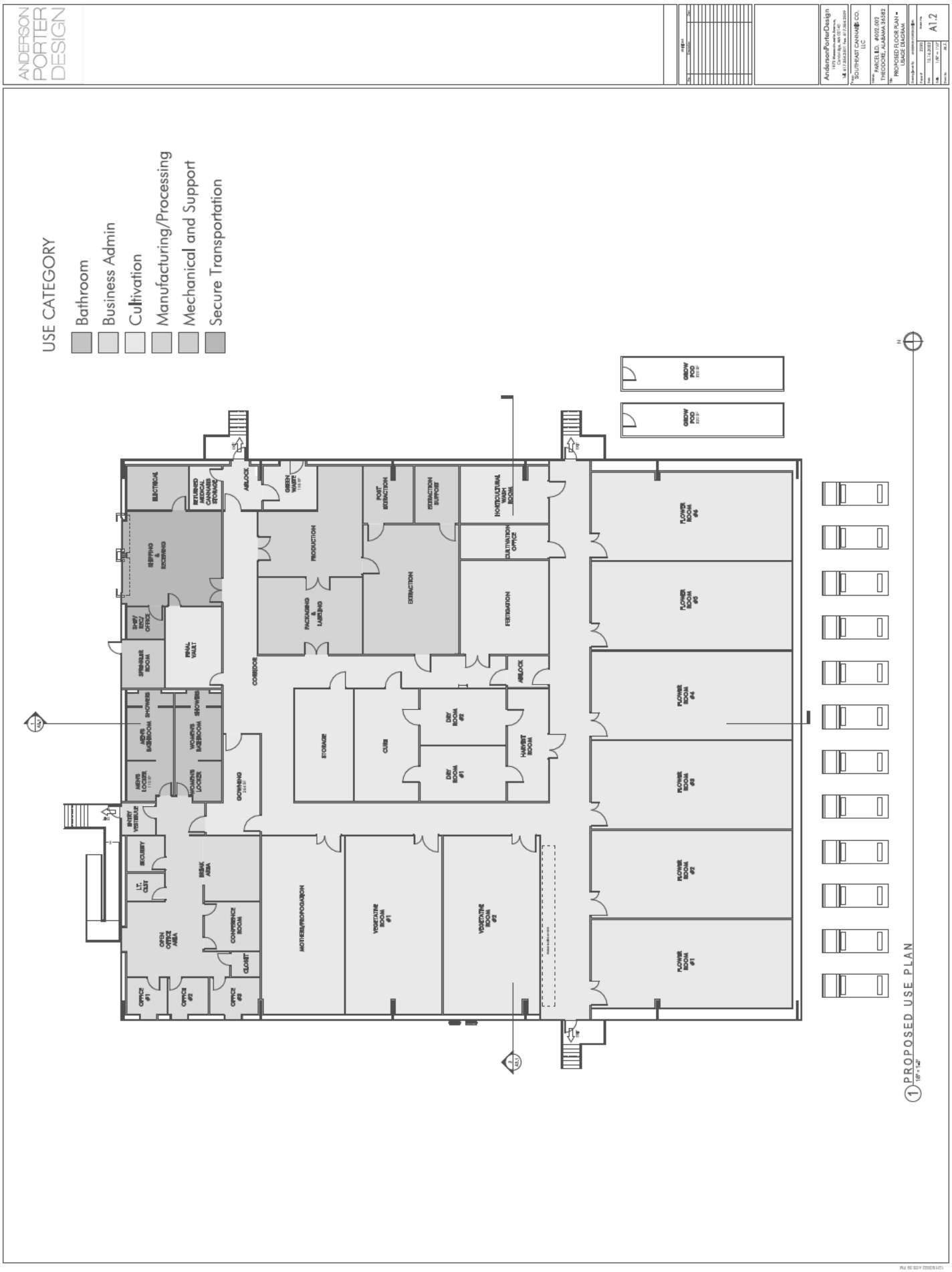


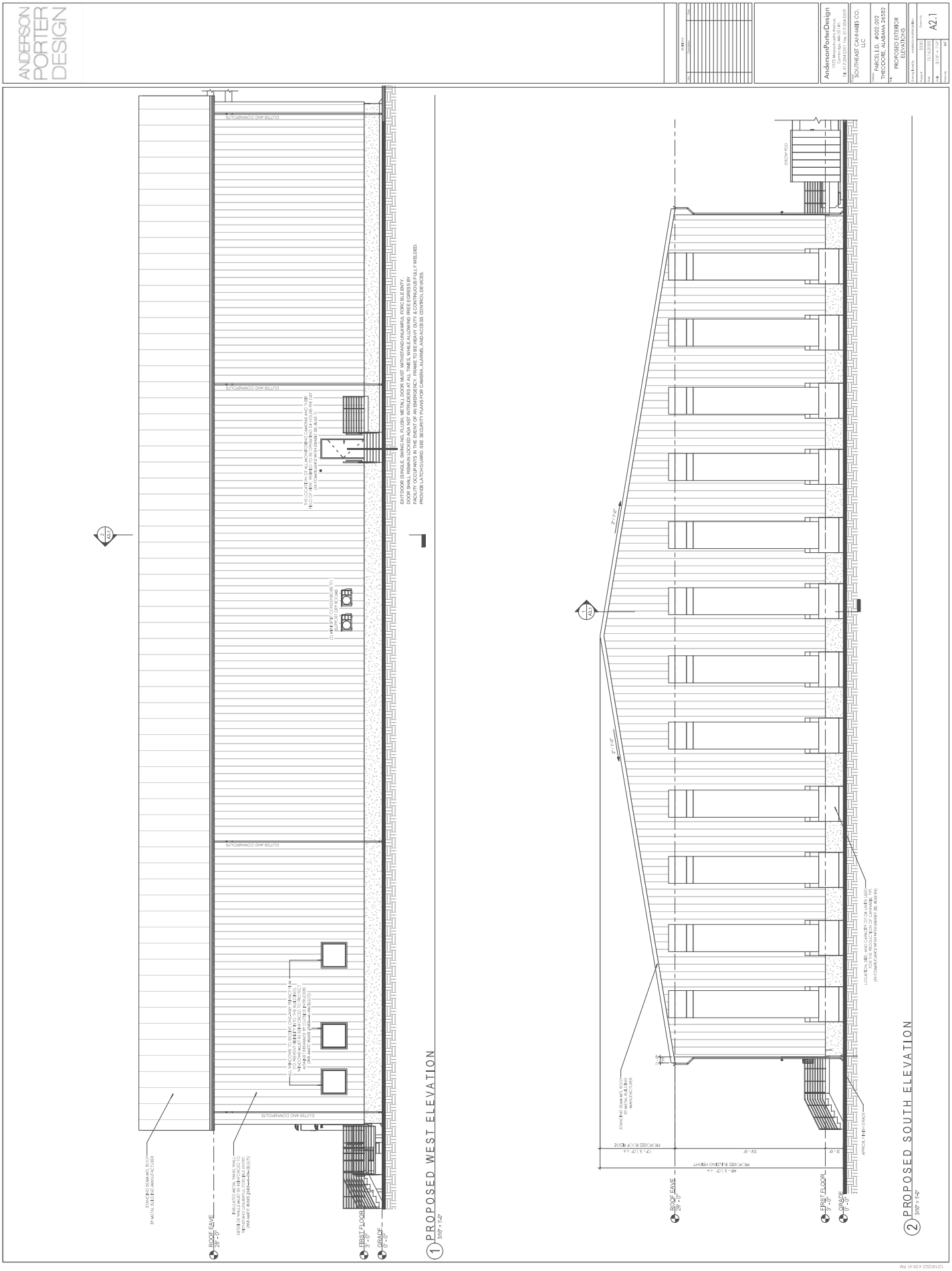

② KEY PLAN
1" = 200'-0"

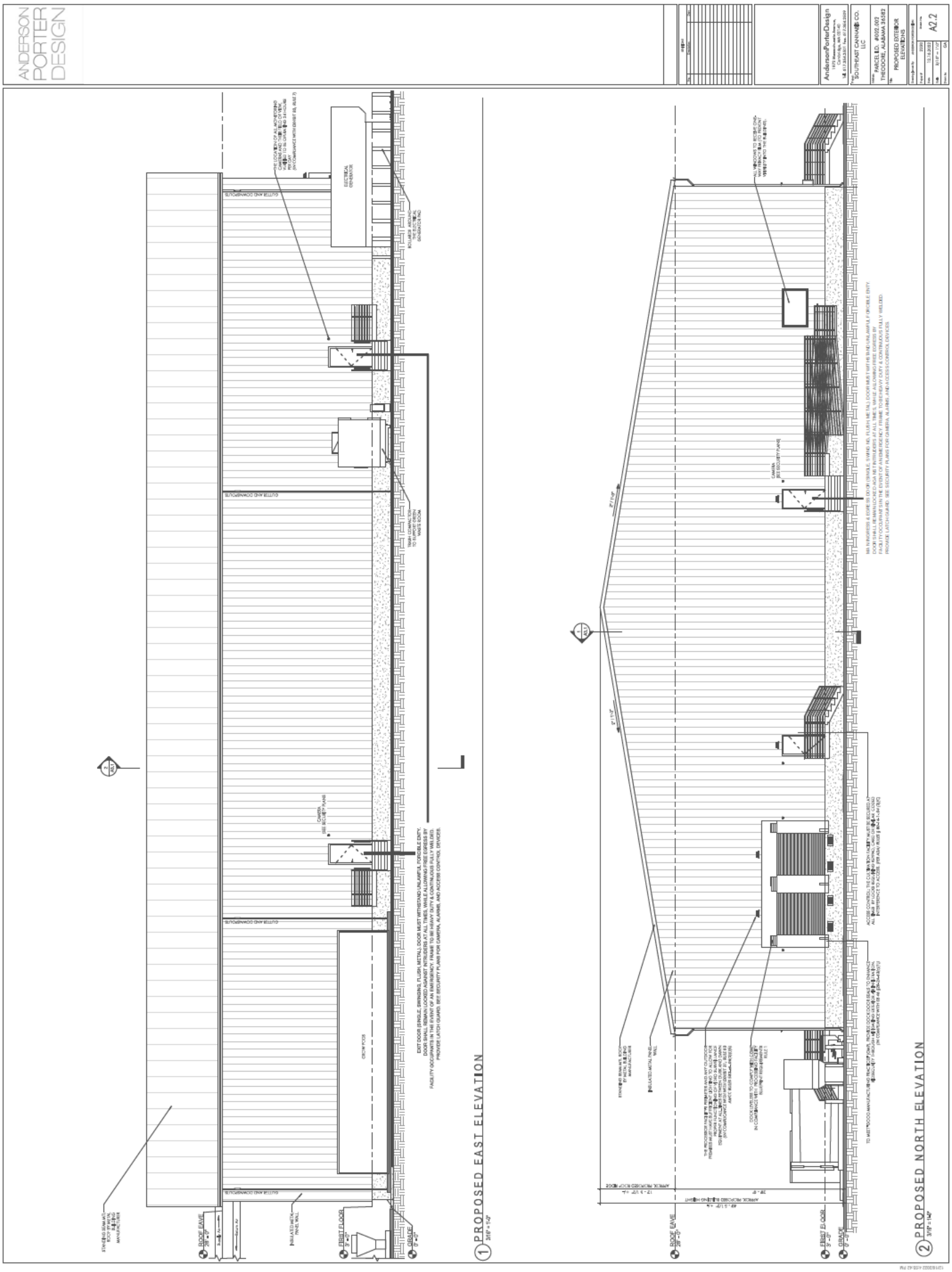


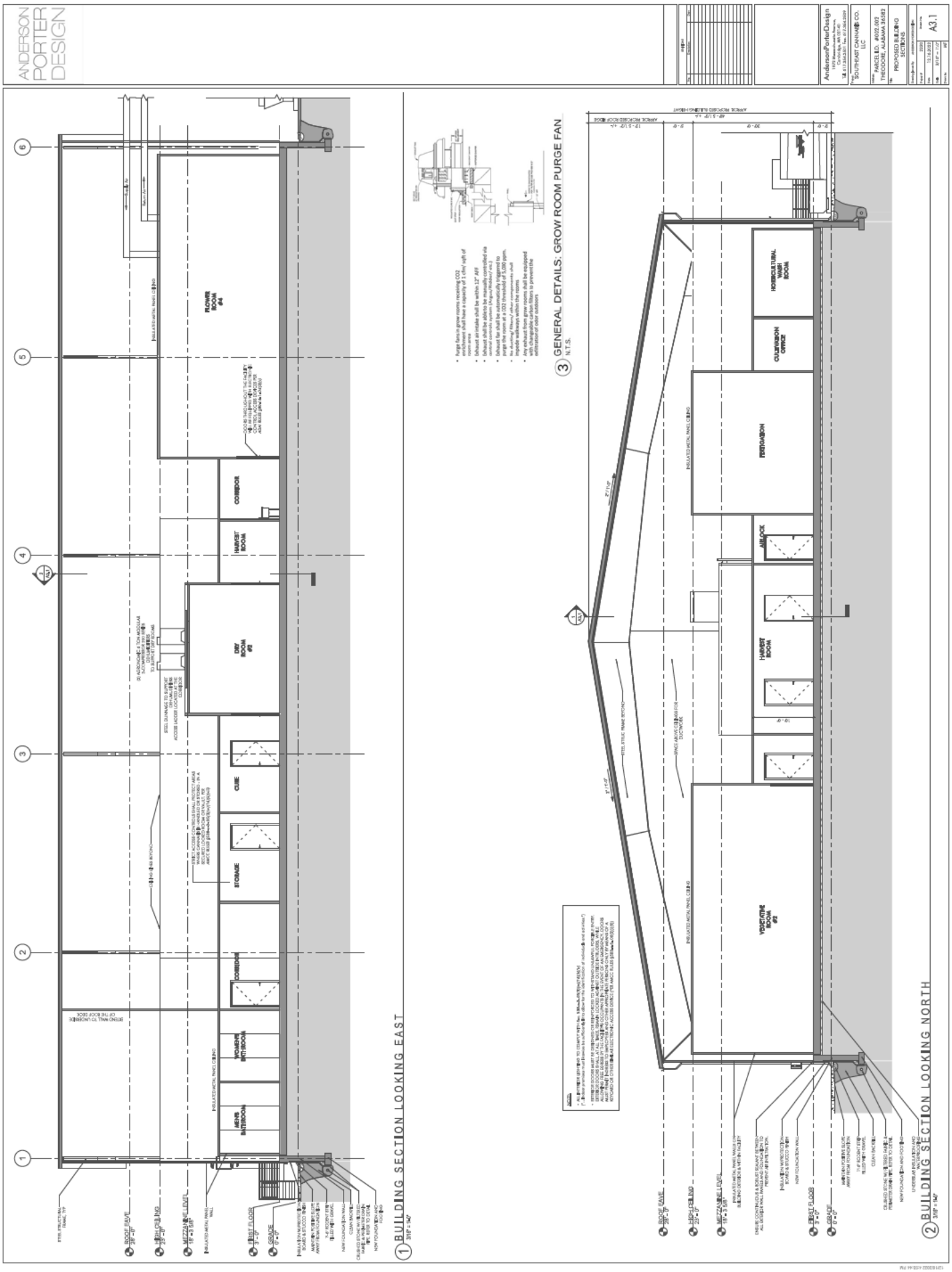

① SITE PLAN
1" = 30'-0"

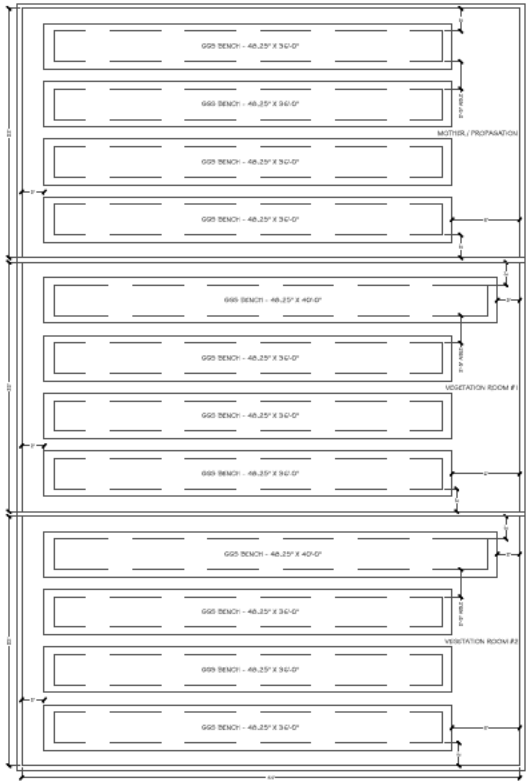

ANDERSON PORTER DESIGN
AndersonPorterDesign
SOUTHEAST CANNABIS CO. LLC
PROPOSED FLOOR PLAN
A1.1
GENERATOR
TRASH COMPACTOR
GROW POD
GROW POD
ELECTRICAL
RETURNED MEDICAL CANNABIS STORAGE
AIRLOCK
GREEN WASTE
POST EXTRACTION
EXTRACTION SUPPORT
NONHORTICULTURAL WASH ROOM
SEEDING & BROADING
PRODUCTION
EXTRACTION
CULTIVATION OFFICE
FINAL VAULT
PACKAGING & LABELING
FERTIGATION
FLOWER ROOM #4
FLOWER ROOM #3
FLOWER ROOM #2
FLOWER ROOM #1
SPRINKLER ROOM
SHOWERS
CORRIDOR
STORAGE
CLUB
DRY ROOM #2
DRY ROOM #1
HARVEST ROOM
AIRLOCK
MEN'S BATHROOM
WOMEN'S BATHROOM
MEN'S LOCKER
WOMEN'S LOCKER
GOWNING
ENTRY VESTIBULE
SECURITY
I.T. CLST
BREAK AREA
CONFERENCE ROOM
OPEN OFFICE AREA
CLOST
OFFICE #1
OFFICE #2
OFFICE #3
MOTHER/PROPAGATION
VEGETATIVE ROOM #1
VEGETATIVE ROOM #2
1 PROPOSED FLOOR PLAN
1/8" = 1'-0"

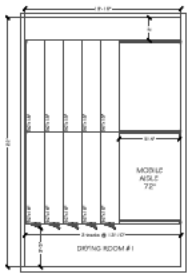

ANDERSON PORTER DESIGN
USE CATEGORY
Bathroom
Business Admin
Cultivation
Manufacturing/Processing
Mechanical and Support
Secure Transportation
ELECTRICAL
RETURNED MEDICAL CANNABIS STORAGE
AIRLOCK
GREEN WASTE
POST EXTRACTION
EXTRACTION SUPPORT
HORTICULTURAL WASH ROOM
GROW POD
GROW POD
SEEDING & BROADING
PRODUCTION
EXTRACTION
CULTIVATION OFFICE
FLOWER ROOM #4
FLOWER ROOM #3
PACKAGING LABELING
FERTIGATION
SHIPP/ REC/ OFFICE
SPRINKLER ROOM
FINAL VAULT
CORRIDOR
AIRLOCK
FLOWER ROOM #4
MEN'S BATHROOM
SHOWERS
WOMEN'S BATHROOM
SHOWERS
STORAGE
CLUB
DRY ROOM #2
DRY ROOM #1
HARVEST ROOM
MEN'S LOCKER
WOMEN'S LOCKER
GOWNING
FLOWER ROOM #3
ENTRY VESTIBULE
SECURITY
BREAK AREA
I.T. CERT
MOTHER/PROPAGATION
VEGETATIVE ROOM #1
VEGETATIVE ROOM #2
FLOWER ROOM #2
OPEN OFFICE AREA
CONFERENCE ROOM
CLOSET
FLOWER ROOM #1
OFFICE #1
OFFICE #2
OFFICE #3
PROPOSED USE PLAN
1/8" = 1'-0"

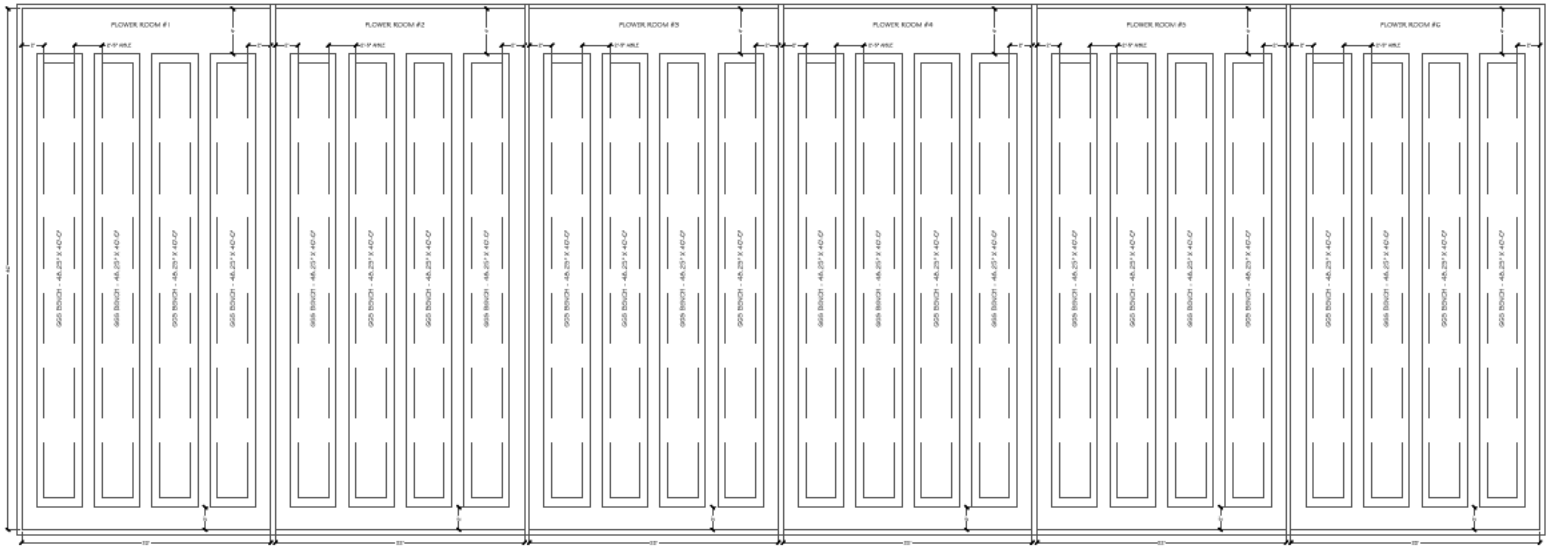

ANDERSON PORTER DESIGN
AndersonPorterDesign
SOUTHEAST CANNABIS CO. LLC
PARCEL I.D. #400-007
THEODORE, ALABAMA 36582
PROPOSED EXTERIOR ELEVATIONS
A2.1
OUTER AND DOWNSPOUTS
EXITDOOR (SINGLE SWING NO. FLUSH METAL) DOOR MUST WITHSTAND UNLAWFUL FORCIBLE ENTRY.
FACILITY OCCUPANTS IN THE EVENT OF AN EMERGENCY. FRAME TO BE HEAVY DUTY. A CONTINUOUS FULLY WELDED.
PROVIDE LATCH GUARD. SEE SECURITY PLANS FOR CAMERA, ALARMS, AND ACCESS CONTROL DEVICES.
ROOF EAVE
FIRST FLOOR
GRADE
1 PROPOSED WEST ELEVATION
2 PROPOSED SOUTH ELEVATION


ANDERSON PORTER DESIGN
AndersonPorterDesign
SOUTHEAST CANNABIS CO. LLC
PROPOSED EXTERIOR ELEVATIONS
A2.2
ELECTRICAL GENERATOR
CAMERA SEE SECURITY PLANS
GUTTER AND DOWNSPOUTS
CROW POS
ROOF EAVE
INSULATED METAL PANEL WALL
FIRST FLOOR
GRADE
1 PROPOSED EAST ELEVATION
3/16" = 1'-0"
2 PROPOSED NORTH ELEVATION
3/16" = 1'-0"


ANDERSON PORTER DESIGN
AndersonPorterDesign
SOUTHEAST CANNABIS CO. LLC
PROPOSED BUILDING
A3.1
1 BUILDING SECTION LOOKING EAST
3 GENERAL DETAILS: GROW ROOM PURGE FAN
N.T.S.
2 BUILDING SECTION LOOKING NORTH
FLOWER ROOM #4
CORRIDOR
HARVEST ROOM
DRY ROOM #3
CURE
STORAGE
CORRIDOR
WOMENS BATHROOM
MENS BATHROOM
HORTICULTURAL WASH ROOM
CULTIVATION OFFICE
FERTIGATION
AIRLOCK
HARVEST ROOM
VEGETATIVE ROOM #2
ROOF EAVE
MEZZANINE LEVEL
FIRST FLOOR
GRADE




APPROVAL

DRAWINGS APPROVED BY: _____

PRINTED NAME: _____

DATE: _____



PIPP
MOBILE STORAGE SYSTEMS INC.
HORTICULTURE
2966 WILSON DRIVE NW
GRAND RAPIDS, MI 49534
TEL: 800.234.7477
FAX: 616.791.9916
WWW.PIPPHORTICULTURE.COM
E-MAIL: INFO@PIPPHORTICULTURE.COM

| △ | DATE | REVISION |
|---|---|---|
| 1 | — | — |
| 2 | — | — |
| 3 | — | — |

PROJECT LOCATION:
SOUTHWEST CANNABIS CO.
THEODORE, AL

SPACE NO. –

SHEET TITLE:

OVERALL PLAN VIEW

PROJECT NO.

SCALE: NOT TO SCALE

DATE: 10.18.2022

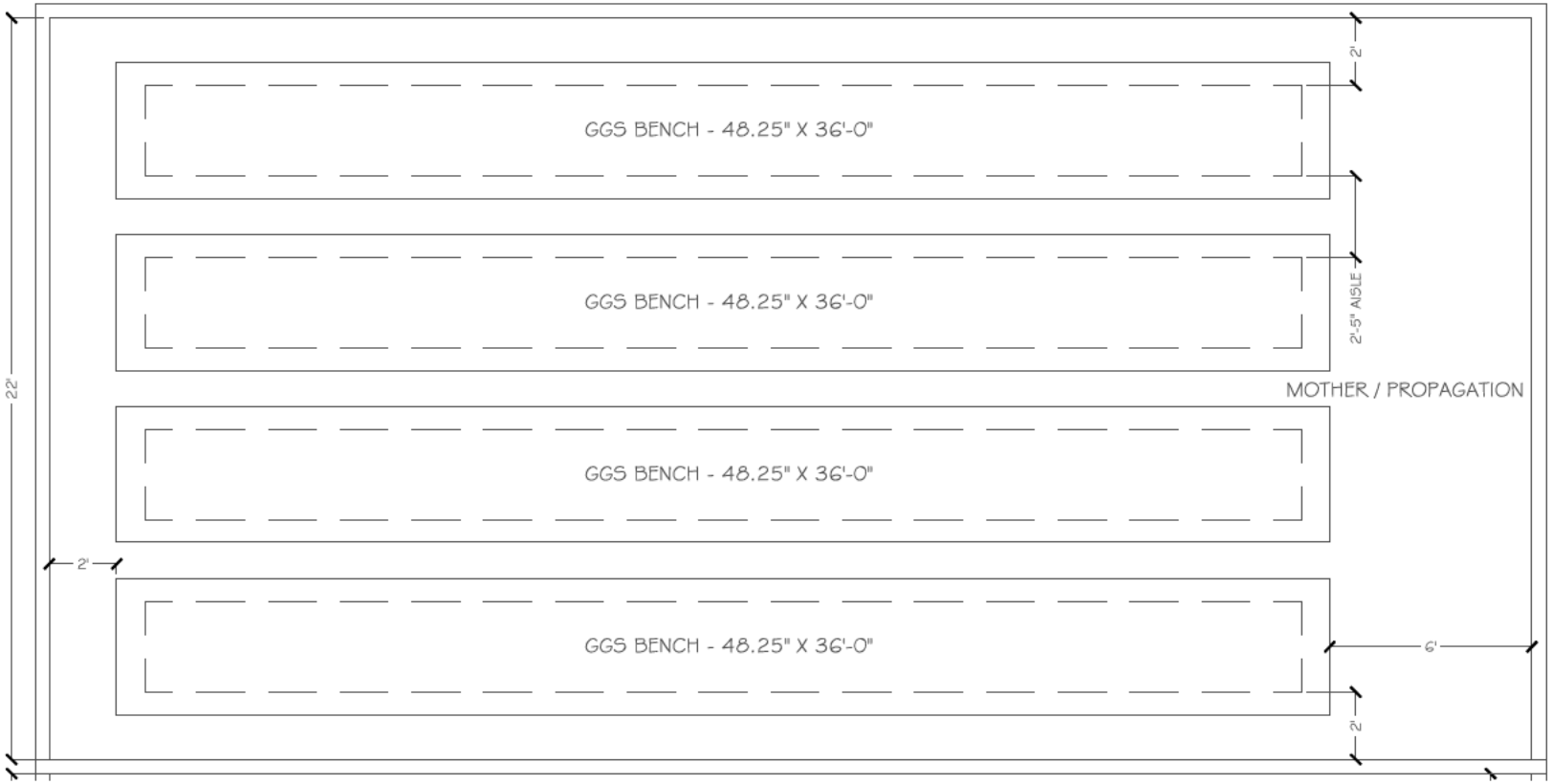
DRAWN BY: JRL

REVIEWED BY: XXX

SHEET NO.

PARTIAL FIXTURE PLAN

License Type: Integrated Facility

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GRAND RAPIDS, MI 49534
TEL: 800.234.7477
FAX: 616.791.9916
WWW.PIPPHORTICULTURE.COM
E-MAIL: INFO@PIPPHORTICULTURE.COM

APPROVAL
DRAWINGS APPROVED BY:
PRINTED NAME:
DATE:



| △ | DATE | REVISION |
|---|---|---|
| △ | — | — |
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| △ | — | — |
| △ | — | — |

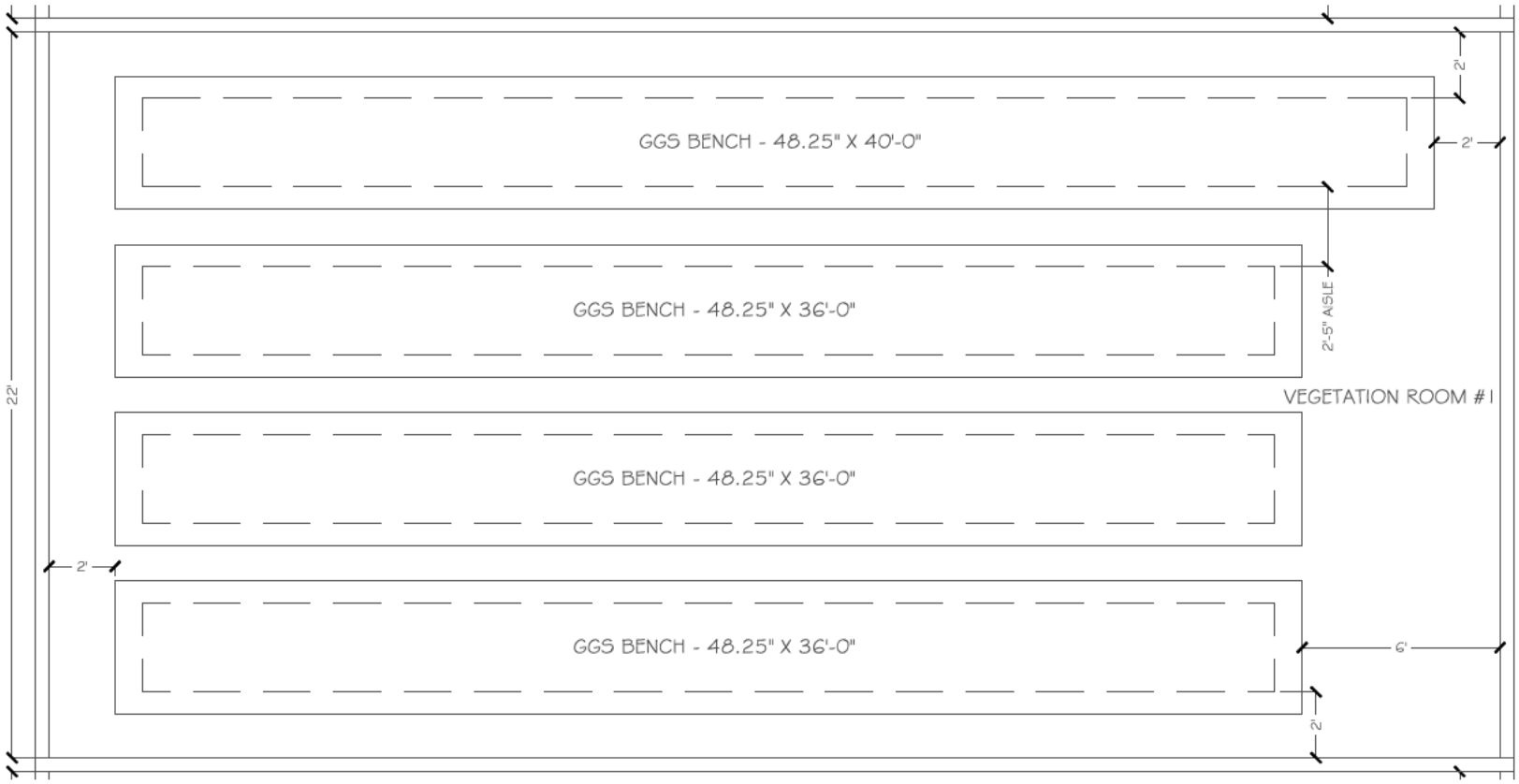
PROJECT LOCATION:
SOUTHWEST CANNABIS CO.
THEODORE, AL

SPACE NO. –

SHEET TITLE:
MOTHER & PROPAGATION

PROJECT NO.
SCALE: NOT TO SCALE
DATE: 10.18.2022
DRAWN BY: JRL
REVIEWED BY: XXX
SHEET NO.

PARTIAL FIXTURE PLAN




PIPP
MOBILE STORAGE SYSTEMS INC.
HORTICULTURE
2966 WILSON DRIVE NW
GRAND RAPIDS, MI 49534
TEL: 800.234.7477
FAX: 616.791.9916
WWW.PIPPHORTICULTURE.COM
E-MAIL: INFO@PIPPHORTICULTURE.COM

APPROVAL
DRAWINGS APPROVED BY:
PRINTED NAME:
DATE:



| △ | DATE | REVISION |
|---|---|---|
| △ | — | — |
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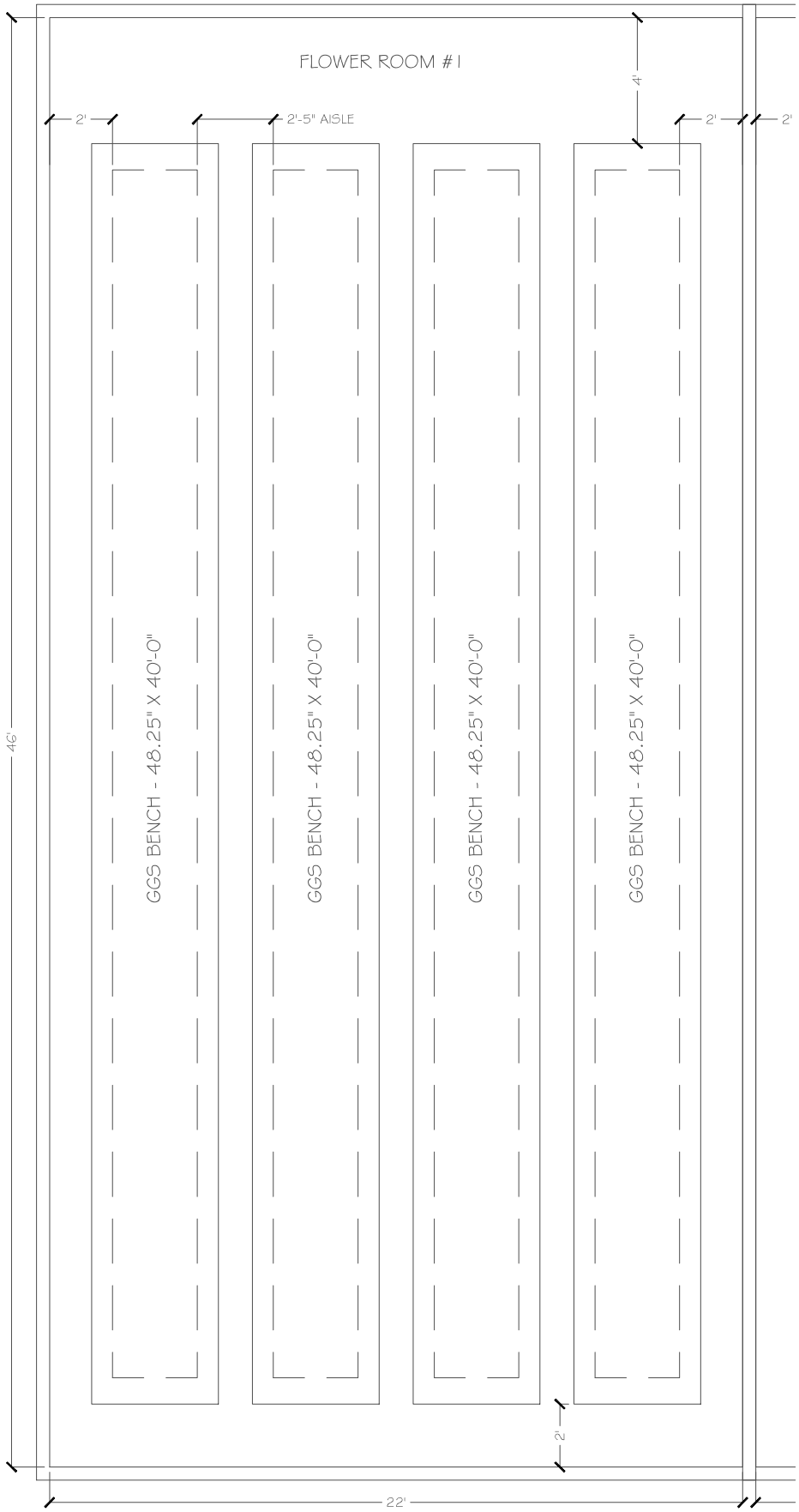
PROJECT LOCATION:
SOUTHWEST CANNABIS CO.
THEODORE, AL

SPACE NO. -

SHEET TITLE:
TYPICAL VEGETATION ROOM
TYP. #1 & #2

PROJECT NO.
SCALE: NOT TO SCALE
DATE: 10.18.2022
DRAWN BY: JRL
REVIEWED BY: XXX
SHEET NO.

PARTIAL FIXTURE PLAN

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HORTICULTURE
2966 WILSON DRIVE NW
GRAND RAPIDS, MI 49534
TEL: 800.234.7477
FAX: 616.791.9916
WWW.PIPPHORTICULTURE.COM
E-MAIL: INFO@PIPPHORTICULTURE.COM

| | DATE | REVISION |
|---|---|---|
| | ---- | ---- |
| | ---- | ---- |
| | ---- | ---- |
| | | |

PROJECT LOCATION:
SOUTHWEST CANNABIS CO.
THEODORE, AL

SPACE NO. -

SHEET TITLE:

TYPICAL FLOWER ROOM
TYP. #1-#6 (6 ROOMS)

PROJECT NO.

SCALE: NOT TO SCALE

DATE: 10.18.2022

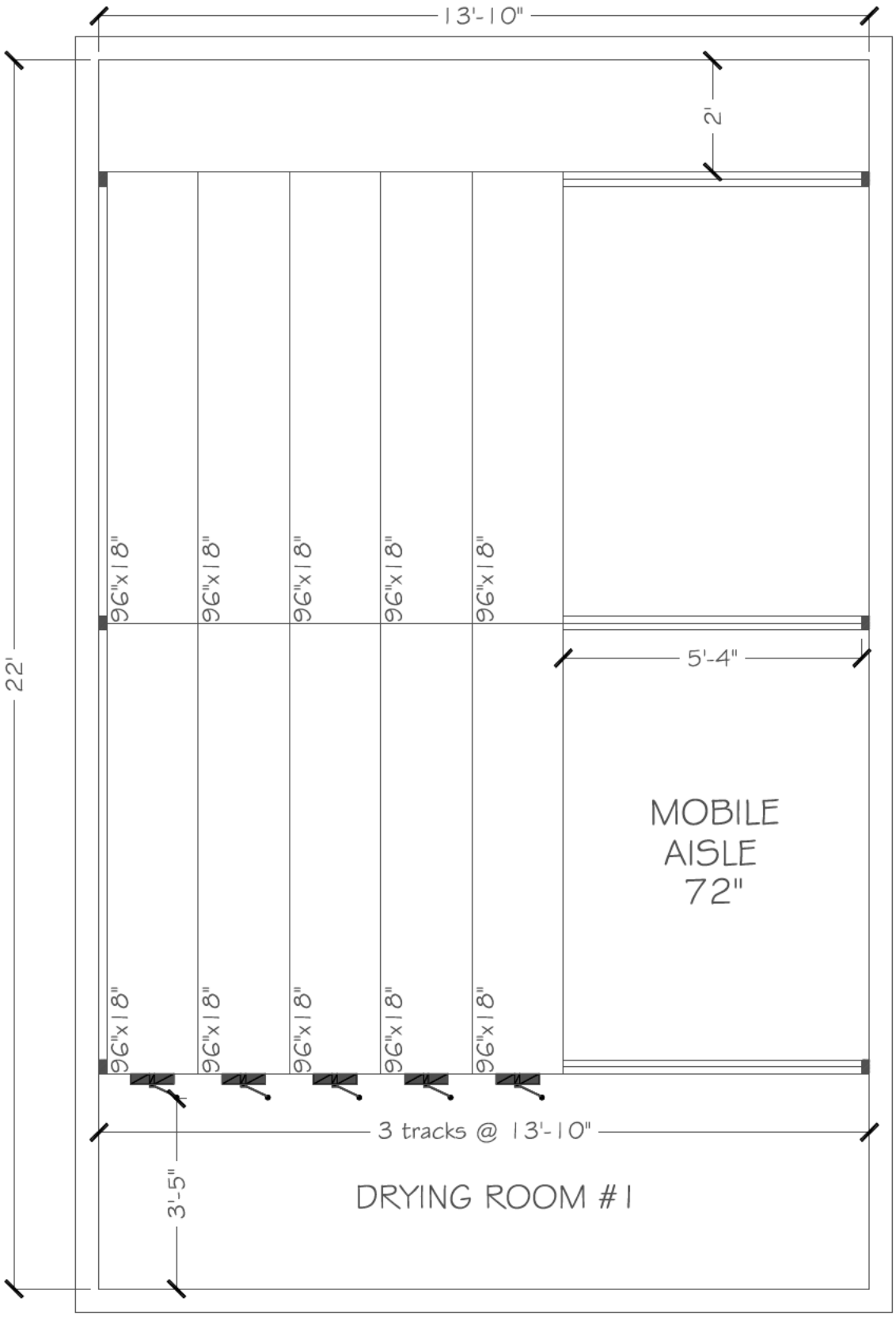
DRAWN BY: JRL

REVIEWED BY: XXX

SHEET NO.

PARTIAL FIXTURE PLAN

Engineering Plans and Specifications - Attachment to Exhibit 32 - Engineering Plans and Specifications (Cultivation Facilities)




PIPP
MOBILE STORAGE SYSTEMS INC.
HORTICULTURE
2966 WILSON DRIVE NW
GRAND RAPIDS, MI 49534
TEL: 800.234.7477
FAX: 616.791.9916
WWW.PIPPHORTICULTURE.COM
E-MAIL: INFO@PIPPHORTICULTURE.COM

| | DATE | REVISION |
|---|---|---|
| | — | — |
| | — | — |
| | — | — |
| | | |

PROJECT LOCATION:
SOUTHWEST CANNABIS CO.
THEODORE, AL

SPACE NO. -

SHEET TITLE:

DRYING ROOM #1

PROJECT NO.

SCALE: NOT TO SCALE

DATE: 10.18.2022

DRAWN BY: JRL

REVIEWED BY: XXX

SHEET NO.

PARTIAL FIXTURE PLAN

Engineering Plans and Specifications - Attachment to Exhibit 32 - Engineering Plans and Specifications (Cultivation Facilities)

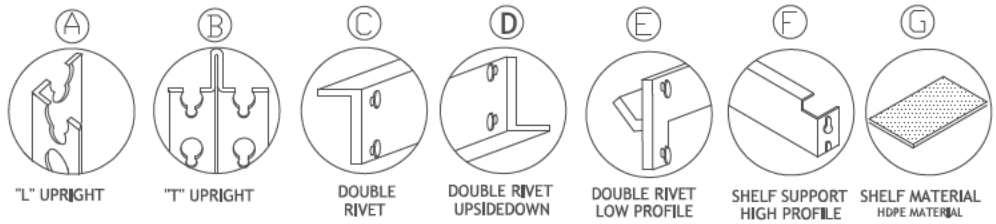
MOBILE STORAGE SYSTEMS INC.

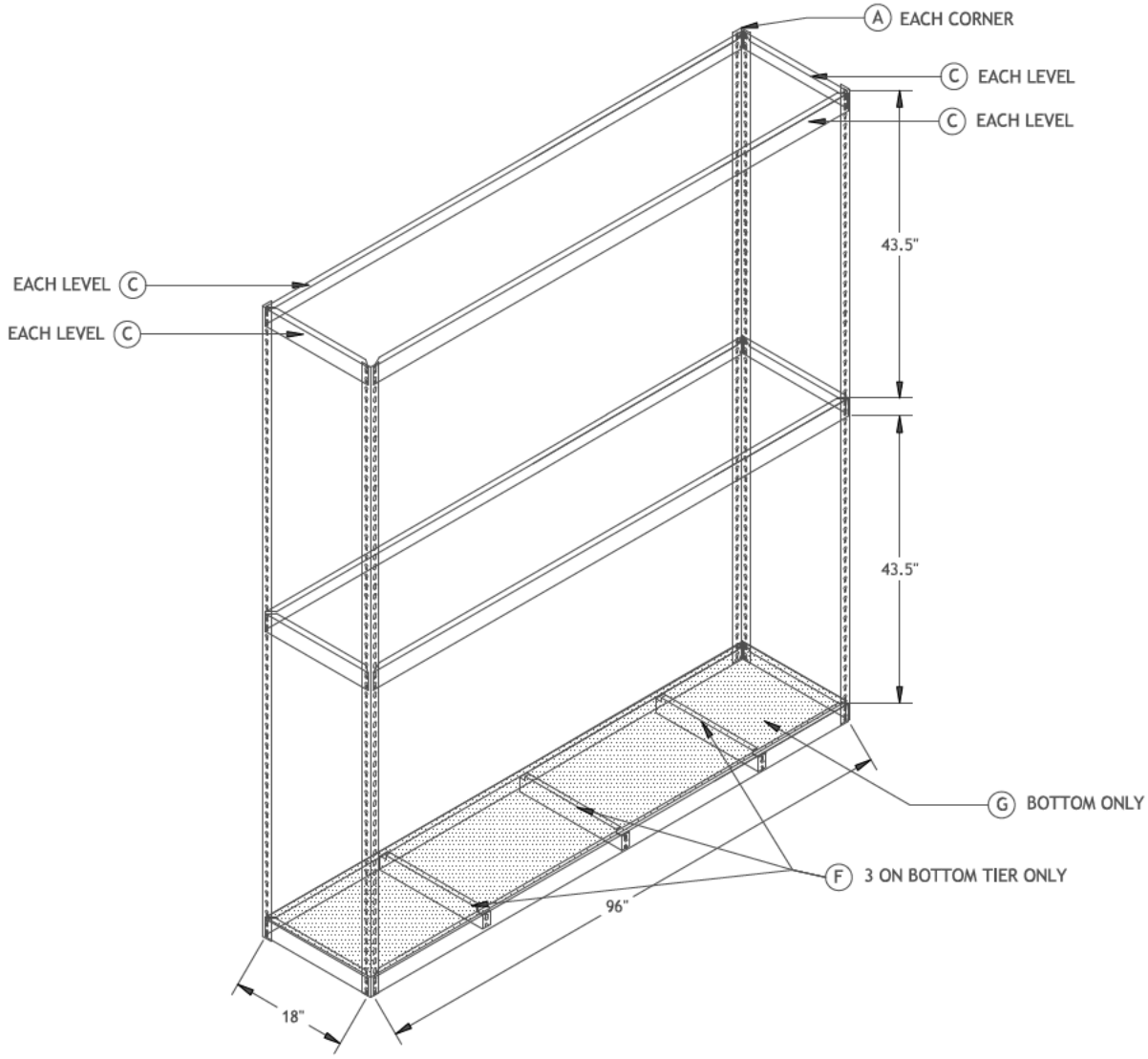
License Type: Integrated Facility 2966 WILSON DRIVE NW
GRAND RAPIDS, MI 49534
TEL: 800.234.7477
FAX: 616.791.9916
WWW.PIPPMOBILE.COM
E-MAIL: CUSTOMERSERV@PIPPMOBILE.COM

# INSTALLATION INSTRUCTIONS

UNITS WILL BE 8' HIGH
WITH 2 DRYING TIERS

## SHELVING UNIT PARTS:



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| [redacted] | |

| | |
|---|---|
| [redacted] | |
| [redacted] | |

[redacted]Y

[redacted]

ALL CAMERAS WILL OPERATE 24 HOURS PER DAY

| | |
|---|---|
| [redacted] | [redacted] |
| [redacted] | [redacted] |
| [redacted] | [redacted] |
| [redacted] | [redacted] |

[redacted]

[redacted]

1 PROPOSED USE PLAN
1/8" = 1'-0"

# 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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **Verification Date** |

# 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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **Verification Date** |

# Exhibit 35 – Business Leadership Credentials

**Verification**

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

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **Verification Date** |

# 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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **Verification Date** |

# 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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **Verification Date** |

# Exhibit 38 – Driver's Manual

**Verification**

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

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **Verification Date** |

# 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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **Verification Date** |

# 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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **Verification Date** |

# 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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **Signature of Verifying Individual** | **Verification Date** |

# 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.**

| | |
|---|---|
| **Oliver Washington IV** | **Owner and CEO** |
| **Printed Name of Verifying Individual** | **Title of Verifying Individual** |
| Oliver Washington IV | **12/21/22** |
| **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.*

[redacted]

| 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 |

| 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.

[redacted] _____ [redacted] _____
Printed Name of Verifying Individual Title of Verifying Individual

[redacted] _____ [redacted] _____
Signature of Verifying Individual Verification Date

**FORM K: Affidavit of Entity Applicant for Alabama Medical Cannabis License**

**STATE OF** Alabama )

)

[redacted]

[redacted]

# WRITTEN AUTHORIZATION OF [redacted]

[redacted]

**FORM K: Affidavit of Entity Applicant for Alabama Medical Cannabis License**

**STATE OF** Alabama )

)

[redacted]

Swo

# WRITTEN AUTHORIZATION OF [redacted]

[redacted]