

TheraTrue Alabama LLC

April 12, 2023

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

Dear Alabama Medical Cannabis Commission:

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

Exhibit	Description of Grounds
1	<ul style="list-style-type: none"><li data-bbox="565 993 1398 1060">• Sensitive personnel records. <i>Stone v. Consol. Publ'g Co.</i>, 404 So. 2d 678, 681 (Ala. 1981).</li><li data-bbox="565 1098 1398 1203">• Personally identifying information; Op. Att'y Gen. Ala. No. 2006-134 (Aug. 17, 2006). § 8-38-2(6), Code of Alabama (as amended).</li><li data-bbox="565 1241 1398 1388">• Direct impact on the security or safety of persons or facilities and requires confidential handling. § 39-2-2(g), Code of Alabama (as amended); Ala. Att'y Gen. Op. 2019-048 &amp; 2020-015.</li><li data-bbox="565 1425 1398 1530">• Applicant Confidential and Proprietary Information. § 1.8 of the Integrated Facility Applicants Application (Initial Offering 2022-2023).</li><li data-bbox="565 1568 1398 1745">• Trade Secret, Confidential proprietary and competitively sensitive information. § 8-27-1, et. seq. Code of Alabama (as amended); <i>Holland v. Eads</i>, 614 So. 2d 1012, 1016 (Ala. 1993); <i>Duck Head Apparel Co. v. Hoots</i>, 659 So. 2d 897, 916-17 (Ala. 1995).</li><li data-bbox="565 1782 1398 1839">• Recorded information received by a public officer in confidence and records the disclosure of which would be</li></ul>

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

**Verification**

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

Victor Mancebo

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



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

Chief Executive Officer

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

12/30/2022

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





































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**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.**

Victor Mancebo

**Printed Name of Verifying Individual**



**Signature of Verifying Individual**

Chief Executive Officer

**Title of Verifying Individual**

12/30/2022

**Verification Date**





















































































































































































































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## Exhibit 3 – Commercial Horticulture or Agronomic Production Experience

### Verification

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

Victor Mancebo

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



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

Chief Executive Officer

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

12/30/2022

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



















































































































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## 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.

Victor Mancebo

**Printed Name of Verifying Individual**



**Signature of Verifying Individual**

Chief Executive Officer

**Title of Verifying Individual**

12/30/2022

**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.

Victor Mancebo

Printed Name of Verifying Individual



Signature of Verifying Individual

Chief Executive Officer

Title of Verifying Individual

12/30/2022

Verification Date

**Minimum Performance Bond Requirement, Status: Complete.** TheraTrue Alabama LLC (“Applicant”) is a 100% minority-owned business, certified by the Office of Minority Business Enterprise at the Alabama Department of Economic and Community Affairs, with roots in both the medical cannabis industry and the State of Alabama. Applicant has assembled a team of qualified business leaders that include seasoned executives with significant years of Alabama farming and agriculture experience and cannabis experience, specifically 43 years for vertically integrated businesses. Applicant understands the requirement of an Integrated Facility Licensee to demonstrate the ability to secure a performance bond issued by a surety insurance company acceptable to the Commission, possessing at minimum an A rating, in the amount of at least two million dollars (\$2,000,000) pursuant to Ala. Admin. Code, Reg. 538-x-9-.03 (3.)(a.).

TheraTrue has chosen Great Midwest Insurance Company to secure the minimum performance bond required by the Commission. Great Midwest Insurance Company has an A- Excellent rating, by A.M. Best Rating (AMB), assigned to insurance companies that have, in AMB’s opinion, an excellent ability to meet their ongoing insurance obligations

Per AMCC email communications to licensees on Friday, December 9, 2022: “AMCC has determined that an applicant is not required to secure a fully executed bond as part of the application. However, an applicant may choose to submit a fully executed bond as part of its application.”

As such, to demonstrate Applicant’s qualification, and thereby readiness, to secure the required bond at the time a license is issued, Applicant provides the following document, approved by the Commission, enclosed on the next page:

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



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

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

<u>TheraTrue Alabama LLC</u>	<u>Victor Mancebo</u>	
Integrated Facility Applicant	Contact Person	
<u>101 Lloyd Dollar Drive</u>		
Applicant Address		
<u>Demopolis</u>	<u>AL</u>	<u>36732</u>
City	State	Zip
<u>(770) 299-9661</u>	<u>Victor@TheraTrue.com</u>	
Phone	Email	

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

Great Midwest Insurance Company

Surety Company

<u>Mark Statter</u>	<u>Regional Vice President</u>	
Surety’s Authorized Representative	Title	
<u>800 Gessner Road, Suite 600</u>		
Surety Address		
<u>Houston</u>	<u>TX</u>	<u>77024</u>
City	State	Zip
<u>847-702-8255</u>	<u>mstatter@skywardinsurance.com</u>	
Phone	Email	

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

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

MS 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**

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

MS 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.

MS 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.

MS 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.

MS 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.

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

Mark Statter 12/19/2022  
Signature of Surety’s Authorized Representative Date

Sworn to and subscribed before Theresa J Foley, a Notary Public,  
by Mark Statter on this 19th day of  
December, 2022.

[Signature] November 11, 2025  
Signature of Notary My Commission Expires

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



**THERESA J. FOLEY**  
Notary Public  
State of Florida  
Comm# HH197523  
Expires 11/11/2025

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Mark D. Statter

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

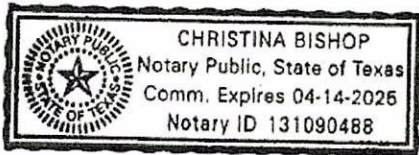


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] Mark W. Haushill President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY [Signature] Christina Bishop Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 19th Day of December, 2022



BY [Signature] Leslie K. Shaunty Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

# 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.

Victor Mancebo

Printed Name of Verifying Individual



Signature of Verifying Individual

Chief Executive Officer

Title of Verifying Individual

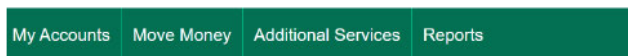
12/30/2022

Verification Date

**Exhibit 6 – Minimum Liquid Assets Requirement. Status: Complete.**

TheraTrue Alabama LLC (“Applicant”) far *exceeds* the requirement of § 20-2A-67, Code of Alabama 1975 (as amended), that it demonstrate two hundred fifty thousand dollars (\$250,000) in liquid assets available at the time the license is issued. As of the date of application filing – and at the time the license is issued – Applicant has approximately **\$8,000,000 (\$8M) in unencumbered liquid assets** on hand. This nearly \$8,000,000 in unencumbered liquid capital is comprised of roughly \$4,000,000 in cash from two different sources:

- Applicant has \$3,979,182.16 in cash in a Deposit Account *in the name of* TheraTrue Alabama LLC at Queensborough National Bank and Trust Company. Provided as **Attachment 1** is a Letter from the bank’s Cash Management Officer verifying that “TheraTrue Alabama LLC [] has open, active and in good standing accounts with Queensborough National Bank and Trust Company. The balance available for TheraTrue, as of December 19, 2022, is \$3,979,182.16.” Applicant’s deposit account statement from Queensborough National Bank and Trust Company dated December 19, 2022 showing a cash balance of \$3,979,182.16 is provided at **Attachment 2**.



Accounts		Transfer
Tax ID	THERATRUE ALABAMA LLC	
DEPOSIT ACCOUNTS	\$0.00	
Q BUSINESS BASIC	[REDACTED]	Quick peek
Available	\$3,979,182.16	
Current	\$0.00	

- Applicant also has received a Pledge from a company owned and controlled by its Chief Executive Officer and owner (48%), Dr. Paul Judge, Judge Ventures, LLC. Dr. Judge is a formative leader in cybersecurity technologies and one of America's most successful Black entrepreneurs. Along with Alabama resident and 35-year cattle rancher, Joseph Pettaway, Jr. (51%) and medical cannabis executive, Victor Mancebo (1%), Dr. Judge rounds out the ownership making Applicant a 100% Black-owned business. To demonstrate its affirmed minority-ownership, Applicant was certified as a Minority Business Enterprise by the Alabama Department of Economic and Community Affairs affirming this statement (Certificate No. MBE-1222341-164(Minority)). Provided at **Attachment 3** is a Pledge Agreement from Judge Ventures, LLC as Pledgor for \$4,000,000 to fund the capital needs of Applicant. As confirmation of the immediate availability of this Pledge of liquid assets, provided as **Attachment 4** is a current Chase Business Premier Savings Account Statement in the name of Judge Ventures, LLC showing a current balance of \$4,090,137.79.

Having nearly \$8,000,000 in liquid assets to immediately mobilize upon license issuance, enables Applicant not only to commence cultivation operations beginning on Day One, but to quickly fulfill its mission to fully embody the spirit of minority ownership set out in § 20-2A-51(b), Code of Alabama 1975 (as amended). Inherent to this mission is to carry the legacy of Black farming in Alabama into a new, modern era – supported by an eight-figure investment in new medical cannabis facilities across the Black Belt. For this reason, Applicant will make a roughly \$13,000,000 investment in its cultivation and production facility in Marengo County, a majority Black County where more than 25% of residents live below the poverty line. We can accomplish this goal of fostering new workforce development where yesterday's sharecroppers once farmed precisely because of our *financial strength*. In addition to the nearly \$8,000,000 in immediately available liquid assets, Applicant also has secured a total of \$38,250,00 in committed debt financing from AFC Gamma, (NASDAQ: AF CG), a reputable, publicly traded institutional investor that has a longstanding financing relationship with TheraTrue, Inc. and Dr. Judge in other cannabis jurisdictions, and its affiliate AFC Management, LLC.

Moreover, Dr. Judge brings to TheraTrue Alabama, LLC a history of successfully financing startup ventures and quickly carrying them to profitability. TheraTrue, Inc. has won licenses to cultivate, produce, and dispense medical cannabis across the state line in Georgia, as well as in Ohio. Dr. Judge also is co-founder of TechSquare Labs and co-founder and Executive Chairman of Pindrop, which has reached over \$200,000,000 of venture capital funding. Dr. Judge also started Purewire, a web security company, which was acquired by Barracuda in 2008. Dr. Judge served as Chief Research Officer through its *billion-dollar* Initial Public Offering in 2013. Previously, he was the Chief Technology Officer of CipherTrust, a leader in email security, which was acquired by Secure Computing for \$270,000,000 in 2006. He has been featured in the *Wall Street Journal*, *Fortune*, *Wired*, and the Massachusetts Institute of Technology's *Technology Review Magazine*.

In addition to Dr. Judge, Applicant's team has more than eight decades of collective experience owning, operating, and managing agricultural, technology, medical cannabis, pharmaceutical, agricultural, manufacturing, and dispensary businesses. Owner Joseph Pettaway, Jr. has successfully operated Pettway's Place General Store and Circle P Cattle Farm, which straddles Safford, Boughchitto, and Alberta, while also serving on the Wilcox County Board of Education and Chairman of the Deacon Board at Mt. Sinai Missionary Baptist Church. Applicant's Chief Executive Officer, Victor Mancebo previously served as CEO of a vertically integrated medical cannabis company across the state line in Florida, where he managed every facet of the business, including cultivation, post-cultivation, extraction, refinement, formulation, packaging, distribution, and retail. Under Mr. Mancebo's leadership, that company served over 100,000 patients, managed over 200,000 square feet of cultivation space and 50,000 square feet of processing and manufacturing space. The vast experience held by our team members will enable them to rapidly deploy the roughly **\$8,000,000 in liquid assets** for the benefit of Marengo County, the State of Alabama, and its workforce and qualifying patients.

**Minimum Liquid Assets Requirement: met and complete.**

# ATTACHMENT 1



December 19, 2022

TheraTrue Alabama LLC  
4062 Peachtree Rd. Ste. A 300  
Atlanta, GA 30319

To whom it may concern:

This letter is in reference to TheraTrue Alabama LLC who has open, active and in good standing accounts with Queensborough National Bank and Trust Company. The balance available for Theratrue, as of December 19, 2022, is \$3,979,182.16. Should you have questions or concerns regarding this customer or the information in this letter, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read "Katie J. Douglas". The signature is fluid and cursive.

Katie J. Douglas  
Cash Management Officer  
Banking Officer  
706-731-1407  
Katie.douglas@qnbtrust.bank



# ATTACHMENT 2



Move Money   Additional Services   Reports

### Accounts Transfer

Tax ID THERATRUE ALABAMA LLC ▼

DEPOSIT ACCOUNTS **\$0.00**

Q BUSINESS BASIC [REDACTED] Quick peek

Available ..... \$3,979,182.16

Current ..... \$0.00

### My Approvals

All requests ▼

You have no approval requests

< Decem

Su	Mo	Tu
27	28	29
4	5	6
11	12	13
18	19	20
25	26	27

# **ATTACHMENT 3**

## **Pledge Agreement**

This Pledge Agreement entered into as of the <sup>17</sup> \_\_\_ day of December 2022 (the “**Effective Date**”) by Judge Ventures LLC, a Limited Liability Company (“**JV**”) sole owner and manager Paul Judge, for the benefit of TheraTrue Alabama, LLC, an Alabama limited liability company (hereinafter “**TheraTrue Alabama**” or “**Pledgee**”).

### **WITNESSETH**

**WHEREAS**, TheraTrue Alabama is applying for an Integrated License (the “**License**”) from the Alabama Medical Cannabis Commission (the “**Commission**”); and

**WHEREAS**, Paul Judge owns 48% of the membership interest of TheraTrue Alabama.

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

1. JV pledges to TheraTrue Alabama \$4,000,000, which combined with other sources of capital, represents sufficient capital necessary to fulfill the obligations and capital requirements of an Integrated Facility License holder.
2. The foregoing pledge may be in the form of capital contributions or loans in such amounts necessary for use by TheraTrue Alabama, and notwithstanding anything to the contrary herein such loan or contribution shall only be funded subject to final execution of mutually acceptable definitive document in all respects.

**Signatures on following page**

IN WITNESS WHEREOF, as of the Effective Date, Paul Judge has caused this instrument to be executed in his name.

Pledgor:  
Judge Ventures LLC  
Paul Judge

DocuSigned by:  
*Paul Judge*  
1GD8ECA01C4B44F...

# ATTACHMENT 4



JPMorgan Chase Bank, N.A.  
P O Box 182051  
Columbus, OH 43218-2051

License Type: Integrated Facility

November 01, 2022 through November 30, 2022

Account Number: 00000 [REDACTED]

## CUSTOMER SERVICE INFORMATION

Web site: [www.Chase.com](http://www.Chase.com)  
Service Center: 1-877-425-8100  
Para Espanol: 1-888-622-4273  
International Calls: 1-713-262-1679

00524511 DRE 021 210 33522 NNNNNNNNNN 1 000000000 64 0000

JUDGE VENTURES, LLC  
[REDACTED]



0524511010100000021

## SAVINGS SUMMARY

Chase Business Premier Savings

	INSTANCES	AMOUNT
<b>Beginning Balance</b>		<b>\$4,090,104.66</b>
Deposits and Additions	1	33.13
<b>Ending Balance</b>	<b>1</b>	<b>\$4,090,137.79</b>
Annual Percentage Yield Earned This Period		0.01%
Interest Paid This Period		\$33.13
Interest Paid Year-to-Date		\$625.58

Your monthly service fee was waived because you maintained an average savings balance of \$25,000 or more during the statement period.

## TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	<b>Beginning Balance</b>		<b>\$4,090,104.66</b>
11/30	Interest Payment	33.13	4,090,137.79
	<b>Ending Balance</b>		<b>\$4,090,137.79</b>

30 deposited items are provided with your account each month. There is a \$0.40 fee for each additional deposited item.

You could earn an even higher interest rate on your Chase Business Premier Savings account when you have activity on your primary checking account each month. Visit any of our branches for details or call us at the telephone number on your statement.



---

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:**

Call us at 1-866-564-2262 or write us at the address on the front of this statement immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

**For personal accounts only:** We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number;
- A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
- The amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

**For business accounts,** see your deposit account agreement or other applicable agreements that govern your account for details.

**IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC FUNDS TRANSFERS:** Contact us immediately if your statement is incorrect or if you need more information about any non-electronic funds transfers on this statement. For more details, see your deposit account agreement or other applicable agreements that govern your account.

**JPMorgan Chase Bank, N.A. Member FDIC**

---

# 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.

Victor Mancebo

Printed Name of Verifying Individual



Signature of Verifying Individual

Chief Executive Officer

Title of Verifying Individual

12/30/2022

Verification Date

**Exhibit 7 – Demonstration of Sufficient Capital.**

TheraTrue Alabama LLC (“Applicant”) comfortably and confidently *exceeds* the requirement of § 20-2A-67(d)(3), Code of Alabama 1975 (as amended), that it demonstrate it has sufficient capital to fund its annual budgets during the first three full years after an Integrated Facility license is issued. Today, Applicant has nearly \$4,000,000 in unencumbered capital in a bank account in the name of TheraTrue Alabama, LLC, and a total of **\$46,250,000** in financial commitment exclusively to finance its Alabama capital expenditures, operating expenditures, and working capital, for three (3) full years of operations. This capital is more than *1.6 times* the budget of \$28,500,000 from license award through the end of the third fully year – *without even deducting for revenue*.

*Annual Budget During First Full Three Years After License Issuance*

As shown below, Applicant expects to deploy \$25,000,000 from equity and debt commitments to support its capital budget and operations from license award in July of 2023 through the first three full years thereafter. Factoring in the \$28,500,000 deployment of equity and debit capital, and the projected revenue of \$24,299,012 from operations in years 2024-2026, Applicants total sources of funds (\$52,799,012) far exceeds the uses of funds (\$28,500,000). Applicant will launch cultivation operations in Q2 2023, manufacturing operations in Q2 2024, and open its first dispensary in Q3 2024, when the company will have negative cash flow. In 2025, Applicant plans to open the remaining four (4) retail locations. Applicant anticipates to reach positive cash flow in July 2026 and reach over \$3,100,000 by the end of 2027.

Applicant’s Cash Flow Statements is included below, showing it has more than Sufficient Capital to support operations through the end of its third full year.

## Cash Flows Statement

	2023	2024	2025	2026	2027	2028	2029
\$	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7
<b>Net Income</b>	-2,322,842	-4,409,881	-4,666,266	153,089	3,110,900	4,082,155	4,180,233
<b>Cash Flow from Operations</b>							
Depreciation	90,931	702,548	894,434	904,174	1,159,836	1,227,116	1,227,116
Change in Receivables	0	-153,339	-283,374	-356,731	-178,415	-144,802	-157,304
Change in Inventory	-2,236	-48,486	-38,311	-40,271	-57,000	-14,731	-7,169
Change in Accounts Payable	3,826	82,286	48,636	48,231	77,094	16,878	9,324
<b>Total Cash Flow from Operations</b>	-2,230,322	-3,826,873	-4,044,882	708,493	4,112,415	5,166,616	5,252,200
<b>Cash Flow from Investing</b>							
Capital Expenditures (CAPEX)	-6,136,574	-9,101,361	-1,062,500	0	-3,229,416	0	0
Other	0	0	0	0	0	0	0
<b>Total Cash Flow from Investing</b>	-6,136,574	-9,101,361	-1,062,500	0	-3,229,416	0	0
<b>Cash Flow from Financing</b>							
Long-Term Debt Issuance / (Repayment)	5,000,000	16,500,000	0	0	0	-21,500,000	13,500,000
Paid in Capital	7,000,000	0	0	0	0	0	0
Drawings (profit share)	0	0	0	0	0	0	0
<b>Total Cash Flow from Financing</b>	12,000,000	16,500,000	0	0	0	-8,411,862	411,862
<b>Total Change in Cash</b>	3,633,105	3,571,767	-5,107,382	708,493	882,999	-3,245,246	5,664,062
<b>Beginning Period Cash</b>	0	3,633,105	7,204,871	2,097,489	2,805,982	3,688,981	443,735
<b>Ending Period Cash</b>	3,633,105	7,204,871	2,097,489	2,805,982	3,688,981	443,735	6,107,797

Applicant's Profit and Loss summary is additionally included below, showing it has more than Sufficient Capital to support operations through the end of its third full year.

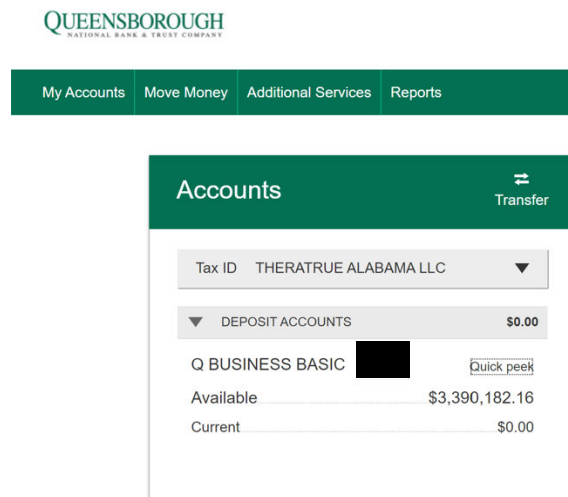
Profit & Loss Statement							
	2023	2024	2025	2026	2027	2028	2029
\$	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7
Revenue	0	859,514	7,087,778	15,451,720	21,379,361	25,226,910	28,865,462
COGS - Cost of Goods Sold	30,416	857,298	2,567,502	3,766,714	5,159,988	6,352,156	6,594,800
Direct Cultivation	28,791	367,316	696,670	696,670	1,032,747	1,462,892	1,462,892
Direct Processing	0	250,200	1,341,082	2,482,186	3,486,552	4,206,341	4,432,345
Direct Retail	0	6,875	34,625	54,750	60,400	61,000	61,600
Direct Labor	1,625	232,907	495,125	533,108	580,289	621,923	637,963
<b>Gross Profit</b>	-30,416	2,216	4,520,276	11,685,005	16,219,374	18,874,754	22,270,662
% of revenue	0%	0%	64%	76%	76%	75%	77%
SG&A Expenses							
Total SG&A Expenses	2,142,120	1,910,486	4,285,022	5,110,141	5,478,819	6,071,279	6,427,821
<b>Operating Income (EBITDA)</b>	-2,172,537	-1,908,270	235,253	6,574,864	10,740,554	12,803,475	15,842,841
% of revenue	0%	-222%	3%	43%	50%	51%	55%
Depreciation and Amortization	90,931	702,548	894,434	904,174	1,159,836	1,227,116	1,227,116
<b>Earnings Before Interest &amp; Taxes (EBIT)</b>	-2,263,467	-2,610,818	-659,181	5,670,690	9,580,718	11,576,359	14,615,726
Interest Expense	-59,375	-1,799,063	-3,063,750	-3,063,750	-3,063,750	-3,063,750	-5,142,922
<b>Earnings Before Taxes (EBT)</b>	-2,322,842	-4,409,881	-3,722,931	2,606,940	6,516,968	8,512,609	9,472,804
Income Tax	0	0	943,336	2,453,851	3,406,068	4,430,455	5,292,571
<b>Net Income</b>	-2,322,842	-4,409,881	-4,666,266	153,089	3,110,900	4,082,155	4,180,233
% of revenue	0%	-513%	-66%	1%	15%	16%	14%

*Applicant Has Far More Funding Than the "Sufficient Capital"*

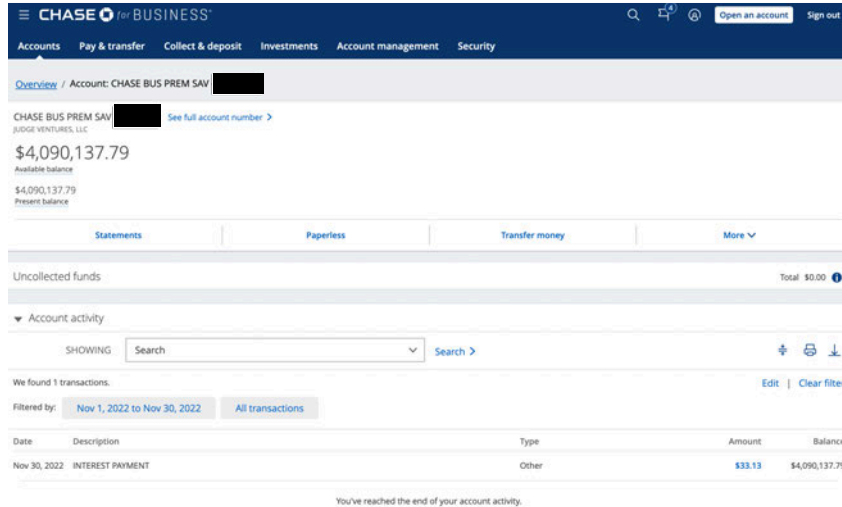


Applicant has **\$48,500,000** in capital to fund its annual budgets during the first three (3) full years after licensure. That capital is *\$20,000,000 more* than the \$28,500,000 Applicant estimates will be needed to fund operations during that time period (and until profitability). This \$48,500,000 in capital comes from four sources.

- Liquid Assets in Alabama Bank Account. Applicant has \$3,979,182.16 in cash in a Deposit Account *in the name of* TheraTrue Alabama, LLC at Queensborough National Bank and Trust Company. Applicant has received a letter from the bank's Cash Management Officer verifying that "TheraTrue Alabama, LLC [] has open, active and in good standing accounts with Queensborough National Bank and Trust Company. The balance available for TheraTrue, as of December 19, 2022, is \$3,979,182.16."



- Cash Pledged by Owner. Applicant also has received an executed Pledge from a company owned and controlled by its Chief Executive Officer and owner (48%), Dr. Paul Judge, Judge Ventures, LLC. Dr. Judge is the founder of medical cannabis company, TheraTrue, Inc., and one of America's most successful Black entrepreneurs. Along with 35-year cattle rancher, Joseph Pettaway, Jr. (51%) and medical cannabis executive, Victor Mancebo (1%), Dr. Judge rounds out the ownership making Applicant a 100% Black-owned, Minority Business Enterprise certified by the Alabama Department of Economic and Community Affairs. This capital is reserved in a Chase Business Premier Savings Account Statement in the name of Judge Ventures, LLC showing a current balance of \$4,090,137.79.



- **\$25,000,000 Loan Commitment.** A debt capital commitment of \$25,000,000 from AFC Management, LLC, an affiliate of AFC Gamma, Inc., (NASDAQ: AFCG), a reputable, publicly traded institutional investor.
- **A 13,250,000 Debt Financing Indication of Interest.** An indication of interest for debt financing with a principal loan amount of \$13,250,000 with an interest rate of PRIME + 7.25% per annum, US PRIME (with a floor of 7.0%) from AFC Gamma, Inc. With its \$8,000,000 in liquid assets, Applicant will not need to access this debt, but its availability ensures it will immediately be positioned to make an eight-figure investment in new medical cannabis facilities across the Black Belt, including its roughly \$13,000,000 investment in its cultivation and production facility in Marengo County, a majority Black County where more than 25% of residents live below the poverty line.

*Verifications* – CPA Verification included as Attachment 1.

“I, the undersigned Contact Person or Responsible Person, hereby confirm that, based upon my knowledge of the company’s financials, TheraTrue Alabama LLC is a sufficiently capitalized and, in specific, has access to capital sufficient to meet the total of its projected annual budgets during the first three years after issuance of a license.”

\_\_\_\_\_  
Victor Mancebo

Printed Name of Verifying Official

\_\_\_\_\_  
Signature of Verifying Official

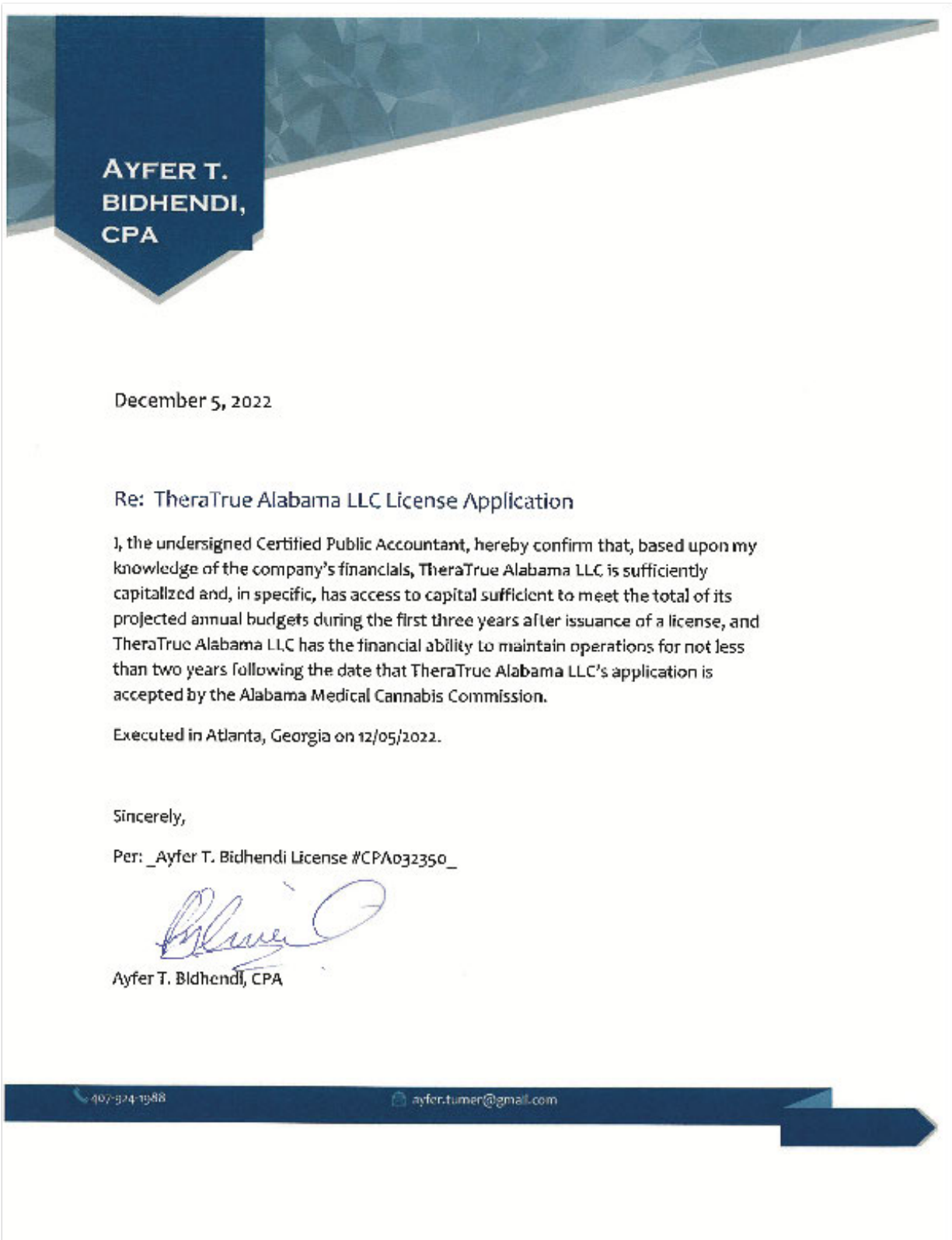
\_\_\_\_\_  
CEO/ Contact Person

Title of Verifying Official

4/11/2023

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

Attachment 1 - CPA Verification



# 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.

Victor Mancebo

Printed Name of Verifying Individual



Signature of Verifying Individual

Chief Executive Officer

Title of Verifying Individual

12/30/2022

Verification Date

**8. Minimum Operating Capital Requirement. Status: Complete**

TheraTrue Alabama LLC (“Applicant”) is a Black-owned, Minority Business Enterprise certified by the Alabama Department of Economic and Community Affairs. Applicant’s mission is to fully embody the spirit of minority ownership set out in § 20-2A-51(b), Code of Alabama 1975 (as amended). Inherent to this mission is to carry the legacy of Black farming in Alabama into a new, modern era – supported by a eight-figure investment in new medical cannabis facilities across the Black Belt. For this reason, Applicant will make a \$13,000,000 investment in its cultivation and production facility in Marengo County, a majority Black County where more than 25% of residents live below the poverty line. We can accomplish this goal of fostering high technology, workforce development where yesterday’s sharecroppers once farmed precisely because of our *financial strength*. Applicant has nearly \$4,000,000 in its bank account, and a total \$46,300,000 in financial commitment exclusively for its Alabama operations. This commitment is more than **2.6 times** the committed capital necessary to maintain operations for not less than two years following the date the application is accepted by the Commission.

Applicant explains below that it has both a realistic, grounded estimate of operating expenses for its proposed facilities and far more than necessary financial resources on hand to meet that estimate. The result will be financial security that will permit Applicant to run its business for the benefit of Alabama patients from day one of its operations and well through the time that the business begins to turn a profit and cover its own costs.

Applicant has marshaled these more than adequate resources for a reason. Applicant is committed to beginning to serve Alabama patients as soon as it can safely and responsibly do so. This means accounting for contingencies, unexpected obstacles, and the kinds of over-runs that can attend even the best-managed projects. With access to over \$46 million in financing in total – well more than its budget – these speedbumps will not slow Applicant’s mission. On the operating capital side in particular, Applicant’s overall two year operating budget of around \$1.5 million can easily be tweaked in the event that additional resources

are needed, in order to ensure that no compromises will need be made when it comes to serving Alabama patients.

*Applicant has forecast its needs for its initial two years of operations and can readily meet them.*

As shown below, Applicant has created a comprehensive budget for its first two years of operations following the date the application is accepted by the Commission.

<b>TheraTrue Alabama - 2 Year Budget</b>	
<b>Capital Expenditures</b>	
Real Estate	429,500
Cultivation and Extraction Build-out	9,343,587
Lighting, Racks, and Irrigation	1,093,891
Extraction and Manufacturing Equipment	2,168,957
Dispensary Build-out and FFE	2,550,000
<b>Total Capital Expenditures</b>	<b>15,585,935</b>
<b>Cost of Goods Sold</b>	<b>540,396</b>
<b>Operating Expenses</b>	
Initial and General Costs	289,320
Cultivation Salaries Expenses	165,341
Extraction and Manufacturing Salaries Expenses	73,644
Dispensary Operations	224,059
Dispensary Staff and Marketing Expenses	190,137
Support and Executive Staff Salaries	420,508
Other Miscellaneous	138,741
<b>Total Operating Expenses</b>	<b>1,501,751</b>
<b>Total 2-Year Budget</b>	<b>17,628,081</b>

While understandably the buildout of Applicants' facilities will account for the majority of the budget, Applicant has not forgotten that it must have ample resources to run its businesses once its facilities are built. On this score, Applicant has set forth a generous and

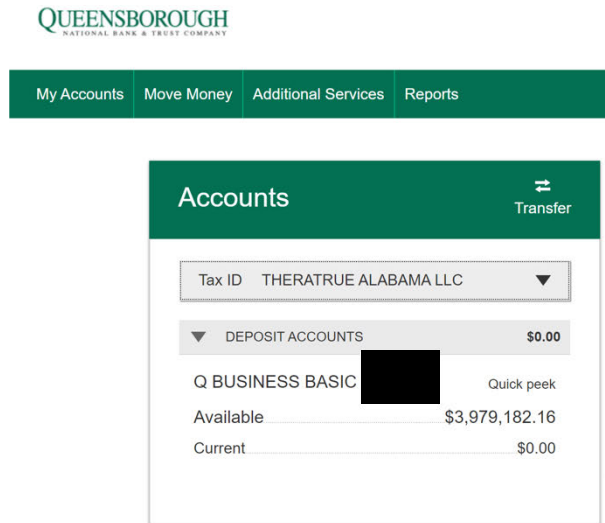
appropriate budget to cover its operations – slightly over \$1.5 million to be spent over the first two years of operations. Applicant is particularly proud to show that the lion’s share of its budget – over \$800,000 – will go to salaries, helping to accomplish one of Applicant’s key goals of being a reliable local employer and engine of economic development. This is most significant in Marengo County, where Applicant will site its integrated production facility. Marengo County is a majority Black county in which more than a quarter of residents live below the Federal poverty line; Applicant will provide Marengo County with a sizeable employer and good corporate citizen, offering competitive compensation and benefits while also equipping employees with an in-demand and transferable set of skills that will serve them well in the nascent medical cannabis industry.

*Applicant’s financial resources far exceed what will be necessary to meet operational costs for its initial two years of operations following acceptance of its application by the Commission.*

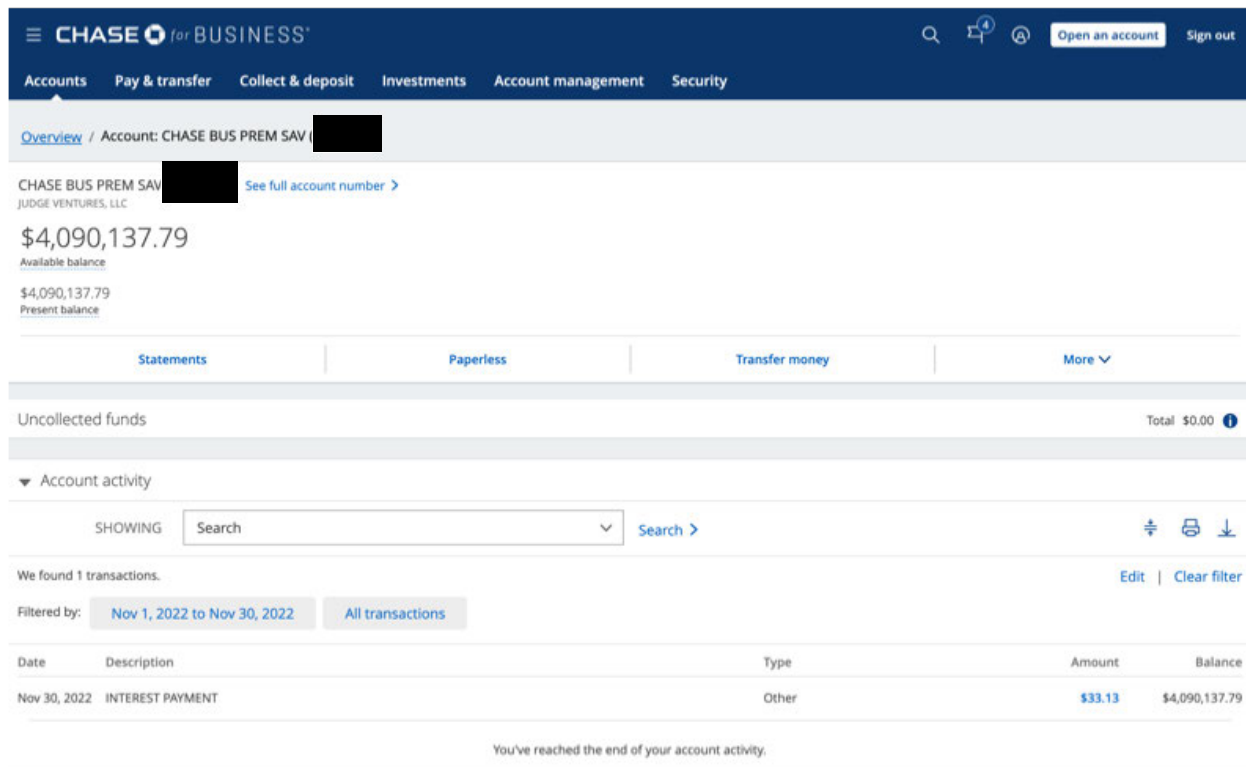
Applicant is well-capitalized and will have access to all the resources necessary to begin serving Alabama patients in a safe, responsible way. These capital resources include:

- Nearly \$4 million in cash, unencumbered and in the name of TheraTrue Alabama, LLC.
- An additional \$4 million pledge from Judge Ventures, LLC, which is owned by Applicant’s principal Dr. Paul Judge.
- A total of \$38,250,000 in committed debt financing from AFC Gamma (NASDAQ: AFCG), a well-recognized, publicly-traded institutional investor that has a longstanding financing relationship with both TheraTrue, Inc. and Dr. Judge in other regulated cannabis jurisdictions, as well as its affiliate AFC Management, LLC.

Applicant’s total capital commitment thus exceeds \$46 million dollars, which is far more than required both to build out Applicant’s facilities and maintain Applicant’s initial years of operations. The below screenshot from Applicant’s account with Queensborough National Bank shows its current liquid assets of nearly \$4 million:



Next, shown below is an excerpt from the most recent JPMorgan Chase Bank statement of Judge Ventures, LLC. The summary shows the amount of \$4,090,104.66 readily accessible to Dr. Judge – and thus also to Applicant – for financing its operations.



Specifically, the significant liquid resources of Judge Ventures, LLC are available to Applicant through a pledge agreement included as Attachment 1, which shows that Judge Ventures, LLC “pledges to TheraTrue Alabama \$4,000,000, which combined with other sources of



capital, represents sufficient to fulfill the obligations and capital requirements of an Integrated Facility License holder.”

Last, but by no means least, Applicant has a combined \$38,250,000 financing commitment from institutional investor AFC Gamma, Inc. (NASDAQ: AFCG), in the form of a \$25,000,000 loan commitment contingent upon award of a license to Applicant, as well as an additional \$13,250,000 Debt Financing Indication of Interest. The communication provided as Attachment 2 between TheraTrue Alabama LLC and AFC Management, LLC defines the agreement’s most significant terms, including a debt capital commitment in the amount of \$25,000,000 contingent upon the award of a license to Applicant, along with the entering of a definitive credit agreement. Significantly, and in accordance with Applicant’s priorities to begin serving Alabama patients as soon as possible, the agreement provides for disbursement of \$750,000 out of the overall \$25,000,000 amount immediately upon the award of the license, meaning Applicant, in combination with the above-described financial resources of Applicant and Judge Ventures LLC, will be able to begin construction work immediately while it finalizes the terms of the credit agreement.

Additionally, Applicant provides as Attachment 3 the first page from the indication of interest with AFC Gamma, Inc., which contains its key terms, namely a total loan amount of \$13,250,000 contingent upon an award of a license to Applicant.

The combined result of these commitments is a pool of resources more than sufficient to finance Applicant’s operating expenses in the two year period after its application is accepted by the Commission. This is not merely Applicant’s view, but also that of its Certified Public Accountant, who verifies in the letter included as Attachment 4 that Applicant “has the financial ability to maintain operations for not less than two years following the date that [Applicant’s] application is accepted by the Alabama Medical Cannabis Commission.”

Attachment 1

DocuSign Envelope ID: 01834117-B4F5-4D22-8D67-37593D4343CC

**Pledge Agreement**

This Pledge Agreement entered into as of the <sup>17</sup> day of December 2022 (the “**Effective Date**”) by Judge Ventures LLC, a Limited Liability Company (“**JV**”) sole owner and manager Paul Judge, for the benefit of TheraTrue Alabama, LLC, an Alabama limited liability company (hereinafter “**TheraTrue Alabama**” or “**Pledgee**”).

**WITNESSETH**

**WHEREAS**, TheraTrue Alabama is applying for an Integrated License (the “**License**”) from the Alabama Medical Cannabis Commission (the “**Commission**”); and

**WHEREAS**, Paul Judge owns 48% of the membership interest of TheraTrue Alabama.

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

1. JV pledges to TheraTrue Alabama \$4,000,000, which combined with other sources of capital, represents sufficient capital necessary to fulfill the obligations and capital requirements of an Integrated Facility License holder.
2. The foregoing pledge may be in the form of capital contributions or loans in such amounts necessary for use by TheraTrue Alabama, and notwithstanding anything to the contrary herein such loan or contribution shall only be funded subject to final execution of mutually acceptable definitive document in all respects.

**Signatures on following page**

Attachment 1

DocuSign Envelope ID: 01834117-B4F5-4D22-8D67-37593D4343CC

IN WITNESS WHEREOF, as of the Effective Date, Paul Judge has caused this instrument to be executed in his name.

Pledgor:

Judge Ventures LLC

Paul Judge

DocuSigned by:  
*Paul Judge*  
1CDBECA01C4B44E

Attachment 2

**AFC Management, LLC**

525 Okeechobee Blvd, Suite 1650, West Palm Beach, Florida 33401

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Attn: Victor Mancebo  
Date: December 12, 2022

AFC Management, LLC (collectively with certain designated affiliates, "Pledgors") has conditionally committed to provide TheraTrue Alabama LLC and its wholly-owned subsidiaries (collectively, the "Applicant") with debt capital in the amount of \$25,000,000 (the "Capital Commitment") in the event that (i) the Applicant is awarded a license to cultivate and dispense cannabis (the "License") in the State of Alabama within one year from the date hereof, (ii) the Applicant has raised equity in an amount deemed sufficient by Pledgors at their sole discretion and (iii) the parties enter into a credit agreement on terms satisfactory to Pledgors. For this conditional commitment, Applicant has agreed to pay Pledgors an amount equal to 3.0% of the Pledgors' conditional Capital Commitment (i.e., \$750,000), which shall be due to the Pledgors promptly upon the State of Alabama granting the License to the Applicant. If the Applicant enters into a credit agreement with respect to the Capital Commitment, the payment shall be waived.

AFC Management, LLC

Signature:   
By: Christopher Gioia  
Title: Executive Director

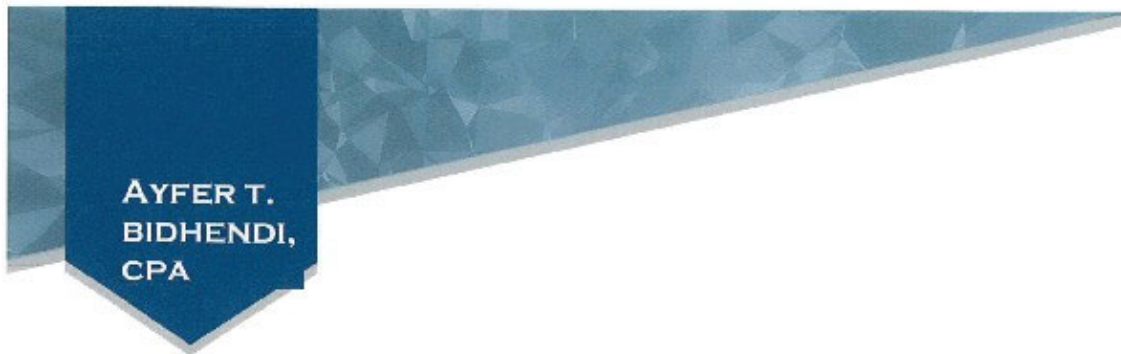
## Attachment 3

**PRELIMINARY, NON-BINDING INDICATION OF INTEREST**

*This Preliminary, Non-binding Indication of Interest represents today's pricing and is subject to, among other things, TheraTrue Alabama LLC being awarded the applied for integrated facility license and definitive documentation to be entered into by the parties. This Indication of Interest does not represent a commitment by AFC Gamma, Inc., nor any of its affiliates, subsidiaries or designees. Further, this Indication of Interest is not intended to define or describe all of the terms and conditions of the proposed transaction described herein. Each party agrees that the terms set forth in this Indication of Interest, other than Confidentiality, are not binding on the parties and, if final documentation is executed, the terms set forth in such final documentation shall control.*

<b>Borrower(s):</b>	TheraTrue Alabama LLC and its wholly, majority or minority owned subsidiaries holding any portion of the Collateral, jointly and severally (each a "Subsidiary").
<b>Guarantor(s):</b>	An unsecured guarantee from the parent TheraTrue, Inc. as well as the full unconditional guaranty of payment and performance of all obligations of the Borrower by (i) each of the direct and indirect parent entities of the Borrower and (ii) each of the direct or indirect subsidiary entities of the Borrower. All guarantees shall be joint and several. Notwithstanding the above, the loan shall be non-recourse to material shareholders, with the exception of standard carve-outs, representations and warranties.
<b>Total Loan Amount:</b>	\$13,250,000.
<b>Draw Period:</b>	One (1) year from loan closing.
<b>Collateral:</b>	The loan will be secured by a first lien mortgage or deed of trust on any owned real estate, any hereafter acquired real estate, and any cannabis licenses, to the extent allowed by law.
<b>Maturity:</b>	Four (4) years from the first day of the month after the loan closing. For the avoidance of doubt, if the loan closes on the 8 <sup>th</sup> of the month, the maturity shall be on the 1 <sup>st</sup> day of the following month, 4 years hence.
<b>Interest Rate:</b>	PRIME + 7.25% per annum, US PRIME (with a floor of 7.0%), payable monthly in cash.
<b>Paid-In-Kind Interest:</b>	In addition to the cash interest set forth above, the loan shall have Paid-in-Kind ("PIK") interest of 2.0% annually on the entire outstanding drawn loan balance, accrued monthly.
<b>Amortization:</b>	None during the Draw Period. From and after the Draw Period, an amount equal to 10.0% of the outstanding loan on the last day of the Draw Period shall be amortized per year, in even monthly

Attachment 4



December 21, 2022

Re: TheraTrue Alabama LLC License Application

I, the undersigned Certified Public Accountant, hereby confirm that, based upon my knowledge of the company's financials, TheraTrue Alabama LLC is sufficiently capitalized and, in specific, has access to capital sufficient to meet the total of its projected annual budgets during the first three years after issuance of a license, and TheraTrue Alabama LLC has the financial ability to maintain operations for not less than two years following the date that TheraTrue Alabama LLC's application is accepted by the Alabama Medical Cannabis Commission.

Executed in Atlanta, Georgia on 12/21/2022.

Sincerely,

Per: Ayfer T. Bidhendi License #CPA032350

A handwritten signature in blue ink, appearing to read "Ayfer T. Bidhendi".

Ayfer T. Bidhendi, CPA



## 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.

Victor Mancebo

**Printed Name of Verifying Individual**



**Signature of Verifying Individual**

Chief Executive Officer

**Title of Verifying Individual**

12/30/2022

**Verification Date**

**Exhibit 9 – Financial Statements.**

TheraTrue Alabama LLC (“Applicant”) is a Black-owned, Minority Business Enterprise certified by the Alabama Department of Economic and Community Affairs. Applicant’s mission is to fully embody the spirit of minority ownership set out in § 20-2A-51(b), Code of Alabama 1975 (as amended). Inherent to this mission is to carry the legacy of Black farming in Alabama into a new, modern era – supported by a eight-figure investment in new medical cannabis facilities across the Black Belt. For this reason, Applicant will make a \$13,000,000 investment in its cultivation and production facility in Marengo County, a majority Black County where more than 25% of residents live below the poverty line. We can accomplish this goal of fostering high technology, workforce development where yesterday’s sharecroppers once farmed precisely because of our *financial strength*. Applicant has nearly \$4,000,000 in its bank account, and a total \$46,300,000 in financial commitment exclusively for its Alabama operations. This commitment is more than **2.6 times** the committed capital necessary to maintain operations for not less than two years following the date the application is accepted by the Commission.

While 51% of the membership interest in Applicant is owned by Joseph Pettway Jr. – the proprietor of Pettway’s Place General Store and Circle P Cattle Farm for 35 years – Applicant also is owned (48%) by Dr. Paul Judge, the founder of medical cannabis company TheraTrue, Inc. and one of America’s most successful Black entrepreneurs. TheraTrue, Inc. has won licenses to cultivate, produce, and dispense medical cannabis across the state line in Georgia, as well as in Ohio. Dr. Judge also is co-founder of TechSquare Labs and co-founder and Executive Chairman of Pindrop, which has reached over \$200,000,000 of venture capital funding. Dr. Judge also started Purewire, a web security company, which was acquired by Barracuda in 2008. Dr. Judge served as Chief Research Officer through its *billion-dollar* Initial Public Offering in 2013. Previously, he was the Chief Technology Officer of CipherTrust, a leader in email security, which was acquired by Secure Computing for \$270,000,000 in 2006. He has been featured in the *Wall Street Journal*, *Fortune*, *Wired*, and the Massachusetts Institute of Technology’s *Technology Review Magazine*.

Dr. Judge brings to the Applicant a proven ability to raise capital – which he already has done, securing:

- A total \$46,300,000 in financial commitment for Applicant, including



- Nearly \$4,000,000 in unencumbered cash on hand in Applicant's Alabama bank account;
- A pledge from Dr. Judge of \$4,050,000 in liquid capital; and
- \$38,250,000 in capital is committed in the form of debt financing from a NASDAQ-listed, institutional lender and its affiliate.

With Dr. Judge's insight, Applicant has developed and market tested financial model that synthesizes hundreds of data inputs from all aspects of the business and provides below detailed financial statements with year-end projections over the first three (3) calendar years (the year of commencement plus three more) including:

- (1) a balance sheet demonstrating Applicant's financial strength to execute the proposed Integrated Facility operations,
- (2) a profit and loss report demonstrating profitability after 43 months,
- (3) and a statement of cash flow that projects Applicant will be cash flow positive by 2026.

**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**

Below is the Applicant's Balance Sheet demonstrating its financial strength to fully construct and operate the Integrated Facility. The following balance sheet provides a snapshot of the value of assets, liabilities, and equity from commencement, including the first three calendar years of operation. Applicant will maintain a strong balance sheet from inception through growth and maturity. At the end of 2024, cash on hand is calculated to be \$7,204,871. At two years after commencement of operations, Applicant estimates that it will reach positive cash flow from operations in 2026 and end with a healthy balance of cash on hand of \$2,805,982. In 2027, the third year after commencement of operations, Applicant estimates \$3,688,981 cash on hand.

## Balance Sheet

	2023	2024	2025	2026	2027	2028	2029
\$	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7
<b>Assets</b>							
Current Assets							
Cash	3,633,105	7,204,871	2,097,489	2,805,982	3,688,981	443,735	6,107,797
Receivables	0	153,339	436,714	793,444	971,859	1,116,661	1,273,965
Inventory	2,236	50,723	89,034	129,305	186,305	201,036	208,205
<b>Total Current Assets</b>	<b>3,635,341</b>	<b>7,408,933</b>	<b>2,623,237</b>	<b>3,728,731</b>	<b>4,847,145</b>	<b>1,761,432</b>	<b>7,589,967</b>
Long Term Assets							
Property Plant & Equipment (PPE), gross	6,136,574	15,237,935	16,300,435	16,300,435	19,529,851	19,529,851	19,529,851
Accumulated Depreciation of PPE	-90,931	-793,479	-1,687,913	-2,592,087	-3,751,923	-4,979,038	-6,206,154
PP&E, net	6,045,643	14,444,456	14,612,522	13,708,348	15,777,928	14,550,812	13,323,697
<b>Total Assets</b>	<b>9,680,984</b>	<b>21,853,389</b>	<b>17,235,759</b>	<b>17,437,079</b>	<b>20,625,073</b>	<b>16,312,244</b>	<b>20,913,664</b>
<b>Liabilities</b>							
Current Liabilities							
Accounts Payable	3,826	86,112	134,748	182,979	260,074	276,952	286,276
<b>Total Current Liabilities</b>	<b>3,826</b>	<b>86,112</b>	<b>134,748</b>	<b>182,979</b>	<b>260,074</b>	<b>13,365,090</b>	<b>286,276</b>
Long Term Liabilities	5,000,000	21,500,000	21,500,000	21,500,000	21,500,000	0	13,500,000
<b>Total Liabilities</b>	<b>5,003,826</b>	<b>21,586,112</b>	<b>21,634,748</b>	<b>21,682,979</b>	<b>21,760,074</b>	<b>13,365,090</b>	<b>13,786,276</b>
<b>Equity</b>							
Paid-in Capital/Drawings	7,000,000	7,000,000	7,000,000	7,000,000	7,000,000	7,000,000	7,000,000
Retained Earnings	-2,322,842	-6,732,723	-11,398,989	-11,245,900	-8,135,000	-4,052,846	127,387
Current Period Retained Earnings	4,677,158	267,277	-4,398,989	-4,245,900	-1,135,000	2,947,154	7,127,387
<b>Total Equity</b>	<b>4,677,158</b>	<b>267,277</b>	<b>-4,398,989</b>	<b>-4,245,900</b>	<b>-1,135,000</b>	<b>2,947,154</b>	<b>7,127,387</b>
<b>Total Liabilities and Equity</b>	<b>9,680,984</b>	<b>21,853,389</b>	<b>17,235,759</b>	<b>17,437,079</b>	<b>20,625,073</b>	<b>16,312,244</b>	<b>20,913,664</b>

As shown in the Balance Sheet, Applicant is well-capitalized to make the investments needed to perform all required functions of an Integrated Facility licensee safely, securely, and promptly. In terms of capital, Applicant has:

- Nearly \$4,000,000 of cash on hand its own Bank Account, unencumbered and presently in the name of TheraTrue Alabama, LLC. This liquid capital enables Applicant to immediately commencing cultivation operations upon license award. This \$4,000,000 in cash on hand **far exceeds** the \$250,000 required by **§ 20-2A-67(d)(2), Code of Alabama 1975** (as amended) and **Ala. Admin. Code, Reg. 538-x-9-.03** as minimum liquid assets, and will ensure the financial success of the company.
- A \$4,050,000 pledge from Paul Judge's company, Judge Ventures, LLC.
- A total of \$38,250,000 in committed debt financing from AFC Gamma, (NASDAQ: AFCG), a reputable, publicly traded institutional investor that has a longstanding financing relationship with TheraTrue, Inc. and Dr. Judge in other cannabis jurisdictions, and its affiliate AFC Management, LLC.

The Applicant's total committed capital of \$46,300,000 exceeds our projected project budget, shown below, by **\$17,628,081**.

<b>TheraTrue Alabama - 2 Year Budget</b>	
<b>Capital Expenditures</b>	
Real Estate	429,500
Cultivation and Extraction Build-out	9,343,587
Lighting, Racks, and Irrigation	1,093,891
Extraction and Manufacturing Equipment	2,168,957
Dispensary Build-out and FFE	2,550,000
<b>Total Capital Expenditures</b>	<b>15,585,935</b>
<b>Cost of Goods Sold</b>	<b>540,396</b>
<b>Operating Expenses</b>	
Initial and General Costs	289,320
Cultivation Salaries Expenses	165,341
Extraction and Manufacturing Salaries Expenses	73,644
Dispensary Operations	224,059
Dispensary Staff and Marketing Expenses	190,137
Support and Executive Staff Salaries	420,508
Other Miscellaneous	138,741
<b>Total Operating Expenses</b>	<b>1,501,751</b>
<b>Total 2-Year Budget</b>	<b>17,628,081</b>

The balance sheet does assume utilizing \$28,500,000 of initial capital to provide sufficient contingency funding to reach profitability. Applicant's committed capital will allow Applicant to complete the cultivation and production facility in Marengo County (and onboard dozens of local employees), its five dispensaries, and provide dispensary-ready medical cannabis products **within 14 months** from the date of licensure. Applicant is confident in its ability to operate within the financial forecast of its sophisticated financial model; however, it recognizes that unpredictable expenses can happen in the development of a multimillion dollar project. The contingency provided by its capital commitments ensures no surprises or delays in providing patient access. Indeed, the Balance Sheet demonstrates the Applicant will reach positive cash flow in 2026. Reaching positive cashflow this early will allow Applicant to reinvest in the company, its employees, and Alabama communities.

**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.**

Applicant's Profit and Loss Report through Year 7 (2029) is below. As shown, Applicant quickly achieves profitability in Year 4 (2026). Importantly, the Profit and Loss Report demonstrates Applicant will meet the requirement under Ala. Code § 20-2A-62 to establish cultivation operations before 60 days. The Report assumes Applicant will launch manufacturing operations in July 2024. After beginning sales in Q3 of 2024, Applicant expects to generate \$235,253 in EBITDA (a margin of 3%) and net income of (\$4,666,266) in 2025. The company expects EBITDA to increase to \$6,574,864 and net income to increase to \$153,089 in 2026. In 2027, Applicant expects EBITDA of \$10,740,544 and net income of \$3,110,900. Applicant's projected profit and loss statement is included on the next page.

Based on its decades of agricultural, cannabis and construction experience, Applicant has made several assumptions relating to material and labor costs, market conditions, staffing necessities, patient growth rates, and cultivation yields in the development of our financial model. Our annual profit and loss statement, shown below, shows Applicant's annual budget for expenses, including the cost of goods sold, sales, and general and administrative expenses. It also provides a breakdown of annual projected revenues and overall earnings.

## Profit&amp;Loss Statement

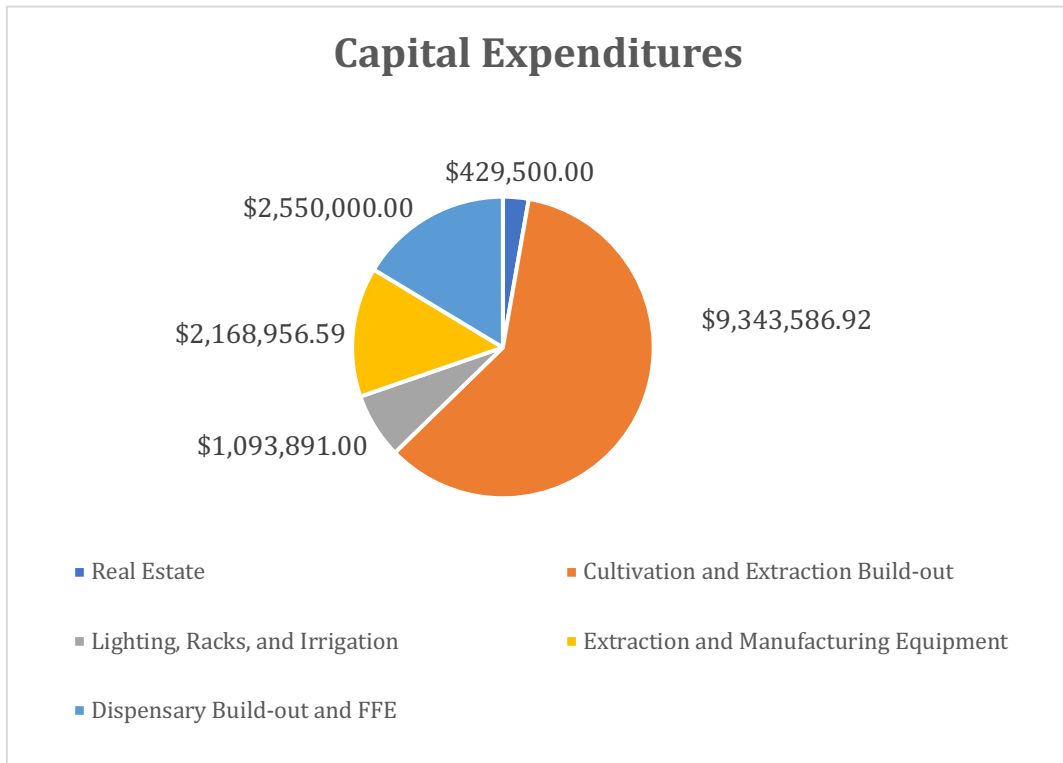
	2023	2024	2025	2026	2027	2028	2029
\$	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7
Revenue	0	859,514	7,087,778	15,451,720	21,379,361	25,226,910	28,865,462
COGS - Cost of Goods Sold	30,416	857,298	2,567,502	3,766,714	5,159,988	6,352,156	6,594,800
Direct Cultivation	28,791	367,316	696,670	696,670	1,032,747	1,462,892	1,462,892
Direct Processing	0	250,200	1,341,082	2,482,186	3,486,552	4,206,341	4,432,345
Direct Retail	0	6,875	34,625	54,750	60,400	61,000	61,600
Direct Labor	1,625	232,907	495,125	533,108	580,289	621,923	637,963
<b>Gross Profit</b>	<b>-30,416</b>	<b>2,216</b>	<b>4,520,276</b>	<b>11,685,005</b>	<b>16,219,374</b>	<b>18,874,754</b>	<b>22,270,662</b>
% of revenue	0%	0%	64%	76%	76%	75%	77%
SG&A Expenses							
G&A Expenses - Initial & General Costs	1,620,951	307,420	211,515	216,092	220,669	225,246	229,823
G&A Expenses - Cultivation	0	194,377	178,461	182,710	186,959	191,208	195,457
G&A Expenses - Extraction & Manufacturing	0	92,055	113,160	115,855	118,549	121,243	123,938
G&A Expenses - Retail	340,000	370,031	1,037,711	1,389,519	1,643,874	1,815,026	1,977,818
SG&A Expenses - Marketing & Sales Expenses	0	342,216	1,795,705	2,153,155	2,199,789	2,304,646	2,454,771
Senior Management Salaries & Benefits	0	0	0	0	24,764	302,676	308,179
IT Salaries & Benefits	0	40,930	104,332	127,605	130,013	132,421	134,828
Other Salaries & Benefits	83,121	510,651	757,645	820,321	835,799	851,276	866,754
SG&A Expenses - Misc.	98,048	52,807	86,492	104,884	118,403	127,536	136,252
Total SG&A Expenses	2,142,120	1,910,486	4,285,022	5,110,141	5,478,819	6,071,279	6,427,821
<b>Operating Income (EBITDA)</b>	<b>-2,172,537</b>	<b>-1,908,270</b>	<b>235,253</b>	<b>6,574,864</b>	<b>10,740,554</b>	<b>12,803,475</b>	<b>15,842,841</b>
% of revenue	0%	-222%	3%	43%	50%	51%	55%
Depreciation and Amortization	90,931	702,548	894,434	904,174	1,159,836	1,227,116	1,227,116
<b>Earnings Before Interest &amp; Taxes (EBIT)</b>	<b>-2,263,467</b>	<b>-2,610,818</b>	<b>-659,181</b>	<b>5,670,690</b>	<b>9,580,718</b>	<b>11,576,359</b>	<b>14,615,726</b>
Interest Expense	-59,375	-1,799,063	-3,063,750	-3,063,750	-3,063,750	-3,063,750	-5,142,922
<b>Earnings Before Taxes (EBT)</b>	<b>-2,322,842</b>	<b>-4,409,881</b>	<b>-3,722,931</b>	<b>2,606,940</b>	<b>6,516,968</b>	<b>8,512,609</b>	<b>9,472,804</b>
Income Tax	0	0	943,336	2,453,851	3,406,068	4,430,455	5,292,571
<b>Net Income</b>	<b>-2,322,842</b>	<b>-4,409,881</b>	<b>-4,666,266</b>	<b>153,089</b>	<b>3,110,900</b>	<b>4,082,155</b>	<b>4,180,233</b>
% of revenue	0%	-513%	-66%	1%	15%	16%	14%

*Construction Capital and Start-Up Expenditures*

Applicant has executed a lease agreement and a contingent purchase agreement for its production facility located at 101 Lloyd Dollar Drive, Demopolis, AL 36732 to establish immediate and long-term control of the property. Applicant's cultivation and processing facility is already properly zoned and ready for redevelopment and local hiring on Day 1. Our team leveraged our combined 157 years in regulated cannabis experience, collective executive management experience, and development and construction experience. This team already has created a comprehensive construction and start-up plan and budget through to the launch of Applicant's five proposed integrated dispensaries. Applicant's significant financial resources no cost is spared to ensure compliance and public safety.

In collaboration with its construction, engineering, and design partners, Applicant has developed a detailed budget for the build-out and furniture, fixtures, and equipment (FFE) required to operate the medical cannabis Integrated Facility business. Based on our team's previous experience building pharmaceutical-grade medical cannabis facilities, Applicant has budgeted approximately \$13,000,000 of capital expenditures related to the cultivation and manufacturing facility in Demopolis, Marengo, County. Additionally, the Applicant has budgeted approximately \$2,500,000 for the renovation of the five proposed dispensaries across the state. These facilities will be secure, modern, and clinical, yet welcoming for qualified patients. These costs can be broken down as:

- \$429,500 for real estate acquisition
- \$9,343,586 for cultivation and extraction areas
- \$1,093,891 for Cultivation furniture fixtures, and equipment including lighting, racks and irrigation
- \$2,168,957 for extraction and manufacturing equipment; and
- \$2,500,000 for dispensary buildout and related furniture, fixtures and equipment.





Applicant's \$46,300,000 in capital provides it with ample funding capacity to design, construct, and operate its facilities to meet Alabama patient demand in a safe and efficient manner. Furthermore, Applicant's capital availability equates to more than **2.6 times** the amount of estimated funding needs. This provides the business with substantial contingency funding that can be used for unanticipated expenses, as well as expansion in the event of additional patient need. Together, these assets will enable Applicant to become and remain a long-term, stable, and sustained source of economic growth for Marengo, County, the Black Belt and the entire state of Alabama.

#### *Revenue and Cost of Goods Sold*

To ensure the accuracy of our projections, we leveraged our team's extensive experience, in-depth business knowledge, and utilized government datasets, trade publications, news sources, and Alabama population data. Applicant's team has over decades of collective experience owning, operating, and managing numerous medical cannabis, pharmaceutical, agricultural, manufacturing, and dispensary businesses. For example, and in addition to Dr. Judge, Applicant's Chief Executive Officer, Victor Mancebo previously served as CEO of a vertically integrated medical cannabis company across the state line in Florida, where he managed every facet of the business, including cultivation, post-cultivation, extraction, refinement, formulation, packaging, distribution, and retail. Under Mr. Mancebo's leadership, that company served over 100,000 patients, managed over 200,000 square feet of cultivation space and 50,000 square feet of processing and manufacturing space. The vast experience held by our team members allowed Applicant to base these financial assumptions on years of data collected from existing, successful business operations from highly qualified individuals.

With Mr. Mancebo's expertise, Applicant developed its revenue projection model which takes into account anticipated certified patient count, average per-patient spend, price points across different product categories, and product mix, allowing Applicant to forecast sales of medical cannabis products by month. Applicant's projected revenues only conservatively forecast revenues via its own five proposed dispensary locations, and not from other revenue streams such as wholesale. Therefore, these revenue projects are highly

conservative. Applicant anticipates sales will commence in September 2024 assuming a July 2023 licensure date. Applicant estimates approximately \$41,662 monthly sales in the first month of sales in September 2024, reaching approximately \$306,679 monthly sales by the end of 2024. Revenue from sales grow to \$873,427 per month by the end of 2025 and \$1,586,888 per month by the end of 2026. Finally, in three years from the commencement of processing operations which is projected to be July 2024, Applicant anticipates a total of \$33,545,260 in revenue from sales.

Based upon its projected revenue, cost of goods sold, and employee, charitable, and administrative expenses, Applicant estimates positive earnings before interest, taxes, depreciation, and amortization (EBITDA) during its second year of sales. In consideration of Applicant's significant capitalization cushion and the estimated expenses discussed above, it is clear that Applicant possesses sufficient capital to cover all costs, both expected and unexpected, required to operate a safe best-in-class cultivation/production facility and companion dispensaries.

Also shown in our Profit and Loss Statement are "Costs of Goods Sold" or "COGS." COGS represent the cost to make medical cannabis products and includes items such as labor, packaging material, utilities, and supplies. Overhead expenses include fees for seed-to-sale tracking software integrated with METRC and services, licensing fees, security monitoring, banking fees, and waste disposal fees. Applicant anticipates \$540,396 in COGS before achieving gross profitability. This cost includes the readying of cultivation, manufacturing, and extraction areas, and onboarding cultivation and manufacturing personnel.

### *Operating Expenses*

Beyond COGS, Applicant has developed a company operating expense forecast. These costs include on-going licensing, permitting, legal, and insurance costs, marketing and sales expenses, employee salaries, benefits, and training, and manufacturing, extraction, and cultivation costs excluded from COGs.

Additionally, Applicant anticipates \$1,501,750 of operating expenses for the first phase of development before becoming cash flow positive. This includes the following: \$289,320 of initial and general costs such as legal and permitting; \$165,341 of cultivation expenses; \$73,644 of extraction and manufacturing expenses; \$224,059 in dispensary

operations expenses; \$190,137 in dispensary staff and marketing expenses; \$420,507 in management, IT, and other cultivation and processing employee costs including salaries, benefits, and training, and \$138,740 of miscellaneous expenses.

**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.**

Applicant anticipates being cash flow positive, defined as cash flow from operations less capital expenditures and debt repayments, in two years after the commencement of the operations, and three years after the licensure which is projected for July 2023. Applicant will launch cultivation operations in Q2 2023, manufacturing operations in Q2 2024, and open its first retail facility in Q3 2024, when the company will have negative cashflow. Over 2025, Applicant plans to open the remaining 4 retail locations. Applicant anticipates to reach positive cash flow cashflow July 2026 and reach over \$3,100,000 by the end of 2027. Applicant’s cash flow summary is included below.

**Cash Flows Statement**

	2023	2024	2025	2026	2027	2028	2029
\$	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7
<b>Net Income</b>	-2,322,842	-4,409,881	-4,666,266	153,089	3,110,900	4,082,155	4,180,233
<b>Cash Flow from Operations</b>							
Depreciation	90,931	702,548	894,434	904,174	1,159,836	1,227,116	1,227,116
Change in Receivables	0	-153,339	-283,374	-356,731	-178,415	-144,802	-157,304
Change in Inventory	-2,236	-48,486	-38,311	-40,271	-57,000	-14,731	-7,169
Change in Accounts Payable	3,826	82,286	48,636	48,231	77,094	16,878	9,324
<b>Total Cash Flow from Operations</b>	-2,230,322	-3,826,873	-4,044,882	708,493	4,112,415	5,166,616	5,252,200
<b>Cash Flow from Investing</b>							
Capital Expenditures (CAPEX)	-6,136,574	-9,101,361	-1,062,500	0	-3,229,416	0	0
Other	0	0	0	0	0	0	0
<b>Total Cash Flow from Investing</b>	-6,136,574	-9,101,361	-1,062,500	0	-3,229,416	0	0
<b>Cash Flow from Financing</b>							
Long-Term Debt Issuance / (Repayment)	5,000,000	16,500,000	0	0	0	-21,500,000	13,500,000
Paid in Capital	7,000,000	0	0	0	0	0	0
Drawings (profit share)	0	0	0	0	0	0	0
<b>Total Cash Flow from Financing</b>	12,000,000	16,500,000	0	0	0	-8,411,862	411,862
<b>Total Change in Cash</b>	3,633,105	3,571,767	-5,107,382	708,493	882,999	-3,245,246	5,664,062
<b>Beginning Period Cash</b>	0	3,633,105	7,204,871	2,097,489	2,805,982	3,688,981	443,735
<b>Ending Period Cash</b>	3,633,105	7,204,871	2,097,489	2,805,982	3,688,981	443,735	6,107,797

**Conclusion**

Applicant has the financial stability, capability, and capacity to successfully build and operate a world-class facility to safely, securely, and promptly produce pharmaceutical-grade medical cannabis products for patients registered in Alabama's medical cannabis program. Applicant has secured \$46,300,000 in financial commitment exclusively for its Alabama Integrated Facility. This commitment is more than **2.6 times** the committed capital necessary to maintain operations for not less than two years following the date the application is accepted by the Commission. To begin, Applicant has nearly \$4,000,000 of cash in the company's bank account and an additional \$4,050,000 cash pledged from its visionary owner and Chairman. The conservative projections described above ensure Alabama patients, Marengo County, and the state of Alabama will be in safe financial hands.

## 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.

Victor Mancebo

**Printed Name of Verifying Individual**



**Signature of Verifying Individual**

Chief Executive Officer

**Title of Verifying Individual**

12/30/2022

**Verification Date**

**Applicant has a verified tax plan demonstrating a thorough capacity towards and 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.**

**10. Status: Complete.** TheraTrue Alabama LLC (“Applicant”) is a majority-Alabama-owned company and certified minority business led by Joseph Pettway Jr. and Dr. Paul Judge. They have assembled a team well-versed in the complex taxation issues of medical cannabis and other highly-regulated industries, including experience in over 14 states. Applicant and its team have a demonstrated history of tax compliance. Applicant’s Chief Financial Officer, Sheila Bailey, has over 20 years of finance experience with high growth companies and is well equipped to ensure Applicant’s scrupulous compliance with all requirements of federal, state, and local tax law. As a new business, Applicant has proactively met and exceeded the enclosed tax plan and is already in compliance with tax law, demonstrated by its federal tax ID (FEIN) 92-0239962, and registration with the Alabama Department of Revenue (R011583983). Applicant stands ready to expediently commence legal business operations for its integrated facility operations in Alabama, upon licensure by the Commission.

Applicant sees a comprehensive tax plan as a means by which it can demonstrate transparency and compliance in its operations to the State of Alabama, as well as its competency in operating in the uniquely taxed cannabis industry. At minimum, that plan will ensure that all of Applicant’s filings are accurately completed and filed with the applicable taxing authorities, and all payments accurately calculated and remitted to the applicable taxing authorities. Applicant understands that failure to comply with federal, state and local tax laws can result in penalties and the potential revocation cannabis licenses or business privileges. This is why the companies run by Applicant’s leadership team have spotless records of tax compliance, which attention to detail they will bring to Applicant as it grows its business in Alabama.

#### *Compliance with Applicable Tax Obligations and Reporting Requirements*

Applicant has identified the following types of tax obligations with which it must comply as the primary components of its comprehensive tax plan, and has adopted standard operating procedures for each such tax to meet the relevant obligations and requirements.

#### Federal Income Tax

- Applicant is a multi-member limited liability company that is classified as a partnership for federal income tax purposes. Accordingly, Applicant generally will not owe federal income tax at the entity level. 26 C.F.R. 1.701-1.
- Applicant will timely file Internal Revenue Service (IRS) Form 1065 (U.S. Return of Partnership Income), including all applicable schedules (e.g., Schedules K-1), by the annual filing deadline, which is March 15 (September 15, if a timely request for automatic extension is filed). 26 U.S.C. 6031 and 6072. Applicant also will furnish each of its members with a Schedule K-1 by such original or extended annual filing deadline, as applicable. 26 U.S.C. 6031(b).

#### State Income Tax

- Under the default rules, Applicant also would be treated as a partnership for Alabama state income tax purposes, in which case Applicant generally would not owe Alabama state income tax at the entity level. §§ 40-18-24 and 40-18-1(35), Ala. Code 1975; Ala. Rev. Proc. 98-001 (March 16, 1998)
- If, however, Applicant makes a timely election to be subject to Alabama's state income tax at the entity level by filing Alabama Form PTE-E online via the My Alabama Taxes ("MAT") platform at any time during the relevant tax year or by the 15<sup>th</sup> day of the third month following the end of the relevant tax year in accordance with § 40-18-24.4(d), Ala. Code 1975, Applicant would be subject to Alabama income tax (currently 5.0% of taxable income in excess of \$3,000, the highest marginal income tax rate for individuals) on its taxable income apportioned to Alabama and would submit estimated tax payments, in accordance with § 40-18-24.4(e), Ala. Code 1975.
- In either case, Applicant will timely file Alabama Form 65 (Partnership/Limited Liability Company Return of Income), including all applicable schedules (e.g., Schedules K-1), by the annual filing deadline, which is March 15 (September 15, if a timely request for automatic extension is filed). Rule 810-3-28-01. Applicant also will furnish each of its members with a Schedule K-1 by such original or extended annual filing deadline, as applicable. § 40-18-28, Ala. Code 1975; Rule 810-3-28-01.
- If Applicant elects to be taxed at the entity level, then in addition to filing Alabama Form 65, Applicant will file Alabama Form EPT (Electing Pass-Through Entity Return),



including all applicable schedules (e.g., Schedules EPT-K1), by the annual filing deadline, which is March 15 (September 15, if a timely request for automatic extension is filed).

#### Alabama Business Privilege Tax

- Applicant will apply for a Business Privilege License and will file Alabama Form PPT and pay an annual Alabama Business Privilege Tax of \$0.25-\$1.75 per \$1,000 of its net worth (i.e., the sum of its capital accounts) apportioned to Alabama (max. \$15,000) as of January 1 each year. §40-14A-22, Ala. Code 1975.
  - Applicant will comply with the annual filing and payment deadline, which is March 15. Rule 810-2-8-.06.

#### Alabama Medical Cannabis Privilege Tax

- Alabama Medical Cannabis Privilege Tax: Applicant will also pay an annual Alabama Medical Cannabis Privilege Tax of \$0.25-\$1.75 per \$1,000 of its net worth (the sum of its capital accounts) apportioned to Alabama (max. \$15,000) as of January 1 each year. §20-2A-80, Ala. Code 1975.
  - Applicant will comply with the annual payment deadline, which is March 15. §20-2A-80(b)(3), Ala. Code 1975.

Local Registration: In addition to a Business Privilege License, Applicant will also apply for a municipality and county license in each and every municipality and county in which Applicant does business, as applicable.

#### Sales Taxes

- Applicant will apply for a sales tax permit to the Alabama Department of Revenue, Sales and Use Tax Division using the MAT platform. § 40-23-6, Ala. Code 1975.
- Retail Sales (General): Applicant will collect Alabama sales tax at a rate of 4% on the gross proceeds of retail sales of tangible personal property made by it in Alabama, in accordance with § 40-23-2(1), Ala. Code 1975, and will file and remit such sales taxes using the MAT platform by the 20<sup>th</sup> of the month for the preceding month's liability. § 40-23-7, Ala. Code 1975. Applicant will collect, file and remit all municipal and county sales taxes applicable in the locations in which it does business.
- Retail Sales (Medical Cannabis): Applicant will also collect Alabama medical cannabis sales tax at a rate of 9% on the gross proceeds of retail sales of medical cannabis made

in Alabama, in accordance with §20-2A-80(a), Ala. Code 1975, and will file and remit such sales taxes using the MAT platform by the 20<sup>th</sup> of the month for the preceding month's liability. §§ 20-2A-80(a) and 40-23-1, Ala. Code 1975.

### Payroll Taxes

- Applicant expects to hire a payroll company which accepts Alabama cannabis companies for payroll processing. Applicant expects the payroll company to assist in the preparation of any required filings in a timely manner and Applicant will review, approve and sign any required filings prior to their submission.
- Federal Payroll Taxes: Applicant will report required federal withholding and payments for federal income tax, social security tax and Medicare by filing IRS Form 941, Employer's Quarterly Federal Tax Return, quarterly. 26 C.F.R. 31.6011(a)-1.
  - Applicant will report its federal unemployment tax by filing IRS Form 940, Employer's Annual Federal Unemployment (FUTA) Tax Return, by January 31 of each year and will make deposits of such payments quarterly. 26 C.F.R. 31.6011(a)-1.
  - Applicant will file an IRS Form W-2, Wage and Tax Statement, for each employee for whom federal taxes were withheld with the Social Security Administration by January 31 of each calendar year. 26 U.S.C. 6051(a).
  - Applicant will comply with all federal backup withholding requirements in accordance with 26 U.S.C. 3406.
- State Payroll Taxes: Applicant will apply for an Alabama Withholding Tax Code Number with the Alabama Department of Revenue and will file gross income taxes withheld as well as contributions for unemployment insurance, healthcare subsidies, workforce deployment, disability insurance, and family leave insurance monthly using Alabama Form A-6 by the 15<sup>th</sup> of the month after the month in which such taxes were withheld, in accordance with Rule 810-3-74-.01.

Applicant will also file with the Department of Revenue each employee's IRS Form W-2, Wage and Tax Statement and Alabama Form A-3, Annual Reconciliation of Income Tax Withheld by Jan 31 each year. Rule 810-3-75.03.

*Internal Controls and Accounting Practices*

Cash Management and Competent Accounting Measures

Applicant’s team’s experience in other medical cannabis jurisdictions has informed creation of unique internal controls to safeguard assets and to maintain complete records of cash transactions. The IRS defines a cash-intensive business as one that receives most of its revenues in cash and/or pays many of its expenses in cash. To maintain proper accounting records to support potential tax and other regulatory audits, a cash-intensive business must document the flow of each receipt or revenue from the customer’s hands to the business, to the final end in the business bank account or as a payment for a business expense. To ensure this accountability, Applicant will maintain a perpetual accounting system, likely QuickBooks or similar. Applicant’s point of sale system – BioTrack – will track all inventory intakes, purchases, and sales, and will generate records for use by the perpetual accounting system. Using this system will maintain accuracy as Applicant communicates between its internal and external accounting teams.

Cannabis Accounting Leadership and Experience

Applicant understands that tax compliance in the cannabis industry requires professionals that are expert in the tax treatment of cannabis businesses. Moreover, Applicant’s Chief Financial Officer, Sheila Bailey, has over twenty years of financial and operational leadership for high growth technology companies. This includes founding her own financial and recruiting services firm and serving in senior management roles – including Chief Financial Officer Chief Compliance Officer, Vice President of Finance, and Director of Corporate Development at major technology companies.

The undersigned verifies that the tax plan demonstrates Applicant's 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. The plan including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

**Status of Plan: Complete.**  
Victor Mancebo/Chief Executive Officer



**Date:** 12/30/2022

**Printed Name/Title of Verifying Official**

**Signature of Verifying Official**

# 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.

Victor Mancebo

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



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

Chief Executive Officer

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

12/30/2022

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

TheraTrue Alabama LLC (“Applicant”) is a 100% minority-owned business, certified by the Office of Minority Business Enterprise at the Alabama Department of Economic and Community Affairs, with roots in both the medical cannabis industry and the State of Alabama. Applicant has assembled a team of qualified business leaders that include seasoned executives with over 139 years of cannabis experience, specifically 43 years for vertically integrated businesses. Pursuant to Ala. Admin. Code, Reg. 538-x-3-.05(m)(3), Integrated Facility Applicant, TheraTrue Alabama, LLC (“Applicant”), provides the following summary explanation and certified copies of its business formation documents in this section.

TheraTrue Alabama LLC is a Limited Liability Company formed in Alabama on July 18, 2022, as shown in the Applicant’s Certificate of Formation filed with the Alabama Office of the Secretary of State at **Attachment 1**. The Certificate of Formation contains Applicant’s Name Reservation Certificate for TheraTrue Alabama LLC dated July 11, 2022.

Joseph Pettway, Jr. directly owns 51% of the membership interest in Applicant, as shown in the Applicant’s Operating Agreement (see page 2) at **Attachment 2**.

Applicant has registered with the Internal Revenue Service (IRS), demonstrated by its federal tax ID (FEIN) 92-0239962, as shown by a confirmation of IRS EIN assignment at **Attachment 3**.

Additionally, in reference to Ala. Code §20-2A-51(b), Applicant is a certified, 100% minority-owned business as demonstrated by its Minority Business Enterprise Certificate (No. MBE-1222341-164) at **Attachment 4.4**.

Applicant has registered with the Alabama Department of Revenue (ADOR), demonstrated by account number R011583983, as shown by a December 13, 2022 confirmation of ADOR online filing information at **Attachment 5.5**.

# Attachment 1

□

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)  
CERTIFICATE OF FORMATION

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

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

TheraTrue Alabama LLC

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

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

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

2 North Jackson Street, Suite 605 Montgomery, AL 36104

\***COUNTY** of above address: MONTGOMERY

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

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

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-030-107	DLL
Date	07/18/2022
Time	10:14:00
File	\$100.00
County	\$100.00
	-----
Total	\$200.00

**Attachment 1****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 7 / 18 / 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 10 : 14  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).

7 / 18 / 2022  
Date (MM/DD/YYYY)

Victor Mancebo

Signature as required by 10A-5A-2.04

Chief Executive Officer

Typed title (organizer or attorney-in-fact)

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

# **Attachment 1**

## **Additional Details**

<b>Organizers</b>		
<b>Organizer</b>	<b>Street Address</b>	<b>Mailing Address</b>
Victor Mancebo	4062 Peachtree Road, NE Suite A300 Brookhaven, GA 30319	4062 Peachtree Road, NE Suite A300 Brookhaven, GA 30319



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:

**TheraTrue Alabama LLC**

This name reservation is for the exclusive use of Mark DeVito, c/o Foley Hoag LLP, Seaport West, 15 , Boston, MA 02210 for a period of one year beginning July 11, 2022 and expiring July 11, 2023



RES033626

**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.**

July 11, 2022

Date

**John H. Merrill**

**Secretary of State**

## **Attachment 2**

DocuSign Envelope ID: 54BA1787-ED32-41CA-AB75-4B41ED72ACC7

### **OPERATING AGREEMENT OF THERATRUE ALABAMA LLC**

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

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

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

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

#### **ARTICLE 1. DEFINED TERMS**

##### **Section 1.1 Definitions.**

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

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

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

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

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

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

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

## **Attachment 2**

DocuSign Envelope ID: 54BA1787-ED32-41CA-AB75-4B41ED72ACC7

AL Cannabis Act: An Act Relating to the Medical Use of Cannabis (SB46).

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

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

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

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

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

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

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

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

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

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

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

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

Effective Date: the meaning set forth in the preamble.

Fiscal Year: the meaning set forth in Section 2.5.

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

Guaranteed Payments: the meaning set forth in Section 6.3(b).

## **Attachment 2**

DocuSign Envelope ID: 54BA1787-ED32-41CA-AB75-4B41ED72ACC7

Initial Managers: the meaning set forth in Section 4.1(c).

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

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

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

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

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

Member Approval: written approval by Members holding at least a majority of the Percentage Interests at the time of such determination (excluding any Profits Interests).

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

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

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

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

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

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

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

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

Paul Judge: the meaning set forth in Section 4.1(c).

Percentage Interest: with respect to a holder of Units and as of any time, a fraction expressed as a percentage, the numerator of which is the number of Units then held by that Person and the denominator of which is the total number of Units then issued and outstanding (not including any unexercised options for Units or Units reserved for issuance under any equity

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incentive plan of the Company). The Percentage Interest of each Member is set forth on Schedule A hereto as of the date hereof and as modified from time to time pursuant to the provisions of this Agreement.

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

Profits Interest: the meaning set forth in Section 7.1(c).

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

Repurchase Interest: the meaning set forth in Section 8.6(a).

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

Repurchase Price: the meaning set forth in Section 8.6(a).

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

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

Supermajority Approval: written approval by Members holding at least 66% of the Percentage Interests at the time of such determination (excluding any Profits Interests).

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

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

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

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

Threshold Amount: the meaning set forth in Section 7.1(e).

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

Units: the meaning set forth in Section 3.2(a).

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

### ARTICLE 2. GENERAL PROVISIONS

#### **Section 2.1            Organization; Continuation of the Company.**

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

#### **Section 2.2            Company Name.**

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

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

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

(a) The principal place of business of the Company shall be such location as determined from time to time by Manager Approval. The initial principal place of business of the Company is [101] F. Loyd Dollar Drive, Demopolis, AL. 36732

(b) The registered office of the Company in the State of Alabama shall initially be 2 North Jackson Street, Suite 605, Montgomery, AL 36104 and the registered agent for service of process on the Company pursuant to the Act shall initially be C T Corporation System; provided that the registered office of the Company and the name and the address of the resident

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agent for service of process may change with Manager Approval. In the event of any such change, the Managers shall cause to be filed an instrument recording any such changes with the office of the Secretary of State of the State of Alabama.

### **Section 2.4 Purposes and Powers of the Company.**

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

(b) The Company shall have the power and authority to take any and all actions necessary or convenient to, or for the furtherance of, the purposes set forth in Section 2.4(a), including, but not limited to, the power and authority:

(i) to conduct its business, carry on its operations and have and exercise the powers granted to a limited liability company by the Act in any state, territory, district or possession of the United States or in any foreign country that may be necessary, convenient or incidental to accomplish the purposes of the Company;

(ii) to acquire (by purchase, lease, contribution of property or otherwise), own, hold, operate, maintain, finance, improve, lease, sell, convey, mortgage, transfer, demolish or dispose of any real or personal property that may be necessary or convenient to accomplish the purposes of the Company;

(iii) to negotiate, enter into, perform, amend, extend, waive, terminate or take any other action with respect to contracts of any kind, including, without limitation, contracts with any Member, any Affiliate thereof, or any employee or agent of the Company in connection with, or necessary or convenient to, the accomplishment of the purposes of the Company and any lease, contract or security agreement in respect of any assets of the Company;

(iv) to purchase, subscribe for or otherwise acquire, own, hold, vote, sell, mortgage, pledge or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in or obligations of domestic or foreign corporations, associations, general or limited partnerships, trusts, limited liability companies, or individuals or direct or indirect obligations of the United States or of any government, state, territory, governmental district or municipality or of any instrumentality of any of them;

(v) to lend money for the Company's proper purpose, to invest and reinvest its funds, and to take and hold real and personal property for the payment of funds so loaned or invested;

(vi) to borrow money and issue evidences of indebtedness, and to secure the same by a mortgage, pledge or other lien on the assets of the Company;

(vii) to sue and be sued, complain and defend, and participate in

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administrative or other proceedings, in its name, and to pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle any and all other claims or demands of or against the Company and to hold proceeds against the payment of contingent liabilities;

(viii) to indemnify any Person in accordance with the Act;

(ix) to make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(x) to hire such personnel, including without limitation such management and operation personnel, sales and marketing personnel and such other employees, independent contractors and advisors as may be deemed necessary or appropriate from time to time; and

(xi) to cease its activities and cancel its Certificate of Formation in accordance with the terms of this Agreement and the Act.

### **Section 2.5 Fiscal Year.**

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

## **ARTICLE 3. GENERAL PROVISIONS**

### **Section 3.1 Members.**

Each Member shall be a “Member” within the meaning of the Act. The name, mailing address, and email address of each Member shall be as listed on Schedule A. Each Member shall promptly notify the Company of any change in the information required to be set forth for such Member on Schedule A. Any Manager may update Schedule A from time to time as necessary to accurately reflect the information relating to the Members that is intended to be set forth thereon, including each Member’s Capital Contribution, Percentage Interest, Units, and Threshold Amount (with respect to a Membership Interest that is intended to be a Profits Interest). Any such revision to Schedule A shall not be deemed an amendment to this Agreement. Unless otherwise indicated, any reference in this Agreement to Schedule A shall be deemed a reference to Schedule A as such may be revised pursuant to this Section 3.1 or otherwise amended from time to time.

### **Section 3.2 Membership Interests Generally.**

(A) Each Member of the Company shall have a membership interest in the Company expressed as a number of units (“Units”). The total number of authorized Units shall be 102,000.



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(B) Except as otherwise expressly provided herein, no Member shall (i) be entitled to receive any interest or other return on his, her or its Capital Contribution, (ii) be entitled to withdraw all or any portion of such or any other, Member's Capital Contribution or to receive any distribution or Guaranteed Payment from the Company (other than pursuant to a separate agreement with the Company relating to compensation to be paid to such Member), (iii) have the status of a creditor with respect to distributions from the Company, (iv) have the right to demand or receive Company assets including, for avoidance of doubt, as a Guaranteed Payment (other than pursuant to a separate agreement with the Company relating to compensation to be paid to such Member), or (v) have any priority over any other Member with respect to the return of Capital Contributions, allocations of profits and losses or distributions. No property of the Company shall be deemed to be owned by any Member individually, but shall be owned by and title thereto shall be vested solely in the Company. The Membership Interests shall constitute personal property.

(C) The Members agree (and agree to cause any of its owners, or persons or entities in positions of corporate, financial or operational control over such Member) to comply at all times with all regulations, governing ownership, control, and operations of the Company (including but not limited to any criminal background checks required as the result of its ownership of the Company or any of its subsidiaries and timely complete and deliver to the Managers any form or document, and to timely provide such other information, reasonably requested by the Company for cannabis regulatory purposes).

(D) Each Member will be solely responsible for its own taxes in connection with its ownership of Membership Interests and other related transactions.

### **Section 3.3 Voting and Management Rights.**

(a) No Member, in his, her or its capacity as such, shall have (i) the right to vote or to participate in the management, operation or control of the business affairs of the Company or to vote to have the Company dissolved and its affairs wound up, except as expressly provided herein, or (ii) any right, power or authority to transact any business in the name of the Company, to act for or on behalf of the Company or in its name, or to bind the Company.

(b) Except as otherwise expressly provided herein, no action of the Company or the Managers shall require approval by the Members. To the fullest extent permitted by the Act, to the extent that the Act would require a consent or approval by the Members, the consent or approval of the Managers by Manager Approval shall be sufficient and no consent or approval by the Members shall be required.

(c) Whenever action is required or permitted by this Agreement to be taken by the Members, including any consent or approval thereof, unless otherwise expressly provided herein, such action shall be deemed valid if and only if taken by Member Approval.

(d) In the event that the Members are deadlocked or unable to reach a decision with respect to any matter, then the Managers shall have final decision making authority with respect thereto, acting by Manager Approval.

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### **Section 3.4 Liability of Members.**

(a) A Member who receives a distribution made in violation of the Act shall be liable to the Company for the amount of such distribution to the extent, and only to the extent, provided by the Act.

(b) Except as provided under the Act and this Agreement, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member. Without limiting the foregoing, (i) no Member in the Member's capacity as such shall have any liability to restore any negative balance in such Member's Capital Account and (ii) the failure of the Company to observe any formalities or requirements relating to exercise of the Company's powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on any Member for liabilities of the Company.

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

Each Member waives all rights, at law, in equity or otherwise, to require a partition or division into individually owned interests of all or any portion of the assets of the Company.

### **Section 3.6 Member's Investment.**

(a) Each Member understands that the Membership Interests have not been registered under the Securities Act, or registered or qualified under the securities or "Blue Sky" laws of any other jurisdiction. Each Member is acquiring such Member's Membership Interest for the Member's own account for investment, and not for, with a view to, or in connection with the resale or distribution thereof. The nature and amount of each Member's investment in the Membership Interests is consistent with such Member's investment objectives, abilities, and resources. Each Member understands that the Membership Interests are an illiquid investment, which will not become freely transferable by reason of any "change of circumstances." Each Member has adequate means of providing for the Member's current needs and possible contingencies and has no need for liquidity in the Member's investment.

(b) Each Member, to the extent desired by such Member, has consulted with such Member's attorney or accountant with respect to the Member's purchase or grant of Membership Interests. Each Member has knowledge of the Company's business, financial condition, current activities, and prospects. Each Member and such Member's attorney or accountant to the extent requested by such Member have had the opportunity to ask questions of, and receive answers from, representatives of the Company concerning the Company's business, financial condition, current activities, and prospects.

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### **ARTICLE 4. MANAGEMENT OF THE COMPANY**

#### **Section 4.1           Managers.**

(a) The business of the Company shall be managed by a Board of Managers (the "Board") who may exercise all of the powers of the Company, except as otherwise provided by law or by this Agreement, and by any committees that the Board may from time to time establish. Each member of the Board shall be a "Manager" for all purposes under the Act. Subject to the terms and conditions of this Agreement, at least a majority of the members of the Board then in office must vote or consent in favor of an action in order to bind the Company with respect to such action. Subject to Section 4.2(b), each individual Manager shall have any right, power or authority to bind the Company, including to the extent such Manager has been designated as an officer of the Company, such Manager acting in his or her capacity as an officer shall have the authority to bind the Company for limited liability company actions under such officer's control. A Manager shall be held to the same standards of fiduciary duty with respect to the Company to which a director of a corporation organized under the laws of the State of Alabama is held with respect to such corporation. Any determination of whether a Manager has breached his or her fiduciary duty to the Company shall be made by reference to whether, under Alabama law as it then exists, a director of a Alabama corporation would be held to have breached his or her fiduciary duty to such corporation under similar facts. Notwithstanding the foregoing, or any other provision of this Agreement to the contrary (but subject to any particular written agreement between the Company and any Manager), it is expressly understood and agreed that a Manager shall not be required to devote his entire time or attention to the business of the Company.

(b) The Board shall consist of one or more Managers. As of the Effective Date, the authorized number of Managers shall be three. The Managers shall be elected by Member Approval, subject to Section 4.1(c). In the event of a vacancy in the Board, the remaining Managers, except as otherwise provided by law, may exercise the powers of the full Board until the vacancy is filled, provided that in the event of a vacancy in one of the seats appointed pursuant to Section 4.1(c), such seat may only be filled by a Manager designated by the parties entitled pursuant to such Section to designate a Manager to fill such seat.

(c) The Members hereby designate Joseph Pettway (the "Alabama Partner"), Paul Judge and any permitted successor or assign that becomes a Substitute Member pursuant to this Agreement (collectively, "Paul Judge") and Victor Mancebo, to each be the initial Managers (each an "Initial Manager" and collectively, the "Initial Managers"). The Initial Managers hereby accept such designation and agree to be bound by the terms and conditions of this Agreement that relate to the Managers.

(d) Any Manager may be removed from his or her position as such by Supermajority Approval (with such Manager being permitted to participate in such vote in his or her capacity as a Member).

(e) Except as otherwise provided by law or by this Agreement, Managers shall hold office until their successors are elected and duly qualified or until their earlier death,

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disability, resignation or removal. Any Manager may resign by delivering his written resignation to the Company. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

### **Section 4.2            Manager Voting Rights; Meetings; Quorum.**

(a) Each Manager shall be entitled to one (1) vote with respect to any matter before the Managers.

(b) Regularly scheduled meetings of the Managers may be held at such time, date and place as a majority of the Managers may from time to time determine. Special meetings of the Managers may be called, orally, in writing or by means of electronic communication, by any of the Managers, designating the time, date and place thereof. Managers may participate in meetings of the Managers by means of telephone conference or similar communications equipment by means of which all Managers participating in the meeting can hear each other, and participation in a meeting in accordance herewith shall constitute presence in person at such meeting. No Manager may delegate his or her rights and obligations to participate in and vote at any meeting of the Managers.

(c) Notice of the time, date and place of all meetings of the Managers shall be given to each Manager by the officer or one of the Managers calling the meeting. Notice shall be given to each Manager in person or by telephone, facsimile or electronic mail sent to his business or home address or email address, as applicable, at least twenty-four (24) hours in advance of the meeting, or by written notice mailed to his business or home address at least seventy-two (72) hours in advance of the meeting, provided that once notice has been given as to the time and date of any regularly scheduled meeting of the Managers, no further notice of such meeting need be given. Notice need not be given to any Manager if a written waiver of notice is executed by him before or after the meeting. The attendance of a Manager at a meeting shall constitute a waiver of notice of such meeting by such Manager, except where a Manager attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because such meeting is not lawfully called or convened. A notice or waiver of notice of a meeting of the Managers need not specify the purposes of the meeting.

(d) At any meeting of the Managers, the presence of a majority of the total number of Managers then in office shall constitute a quorum.

### **Section 4.3            Actions of the Managers.**

(a) Except as provided in this Agreement or the Act, or required by law, any vote or approval of a majority of the Managers present at any meeting of the Managers at which a quorum is present shall be the act of the Managers.

(b) Any action required or permitted to be taken at any meeting of the Managers may be taken without a meeting if a written consent thereto is signed (including by means of an authorized electronic, stamped or other facsimile signature or email message) by all of the Managers then in office and filed with the records of the meetings of the Managers. Such consent shall be treated as a vote of the Managers for all purposes.

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### **Section 4.4            Manager as Agent.**

Each of the Managers is an agent of the Company, and the actions of each of the Managers shall bind the Company, except as otherwise expressly provided herein.

### **Section 4.5            Officers and other Agents.**

From time to time, the Managers may hire employees and appoint agents of the Company (who may be designated as officers of the Company), with such powers and duties as shall be specified by such Manager Approval. Such employees and agents (including those designated as officers) may be removed by Manager Approval. Victor Mancebo is hereby appointed as the Chief Executive Officer of the Company, to serve in such position until she resigns or is removed by Manager Approval.

### **Section 4.6            Powers of the Managers.**

(a) Except as otherwise expressly provided herein, the management and operation of the Company and its business and affairs shall be, and hereby is, vested solely in the Managers.

(b) Except as otherwise expressly provided herein, all decisions respecting any matter set forth herein or otherwise affecting or arising out of the conduct of the business of the Company shall require, and shall be considered duly authorized by, Manager Approval, including the following actions:

- (i) Determination of the Percentage Interest of any Member pursuant and subject to the terms and conditions of this Agreement, including the Percentage Interests of the Members (A) at the time of the admission of a new Member and (B) at the time of the issuance of any additional Percentage Interests to existing Members;
- (ii) Determinations relating to Guaranteed Payments pursuant to this Agreement;
- (iii) Determinations relating to vesting of Percentage Interests; and
- (iv) Determinations of "Gross Asset Value" as set forth in the definition of that term in Section 1 of Schedule B.

(c) Actions within the scope of authority granted to the Managers by this Agreement shall require Manager Approval; provided, however, that such actions that are of an administrative or routine nature may be taken by any individual Manager.

(d) Except as otherwise expressly provided herein, no action of the Managers shall require approval by the Members. The Managers may choose in their sole discretion to consult with any or all of the Members regarding actions to be taken by the Managers, but such consultation shall not create any additional approval right of the Members.

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(e) Each Manager shall have the power and authority, in the name and on behalf of the Company, to execute and deliver any agreement, instrument, or document, and to take any action, which is authorized, or which relates or is related to or connected with any action of the Company which has been properly authorized pursuant to this Agreement.

### **Section 4.7 Certain Actions Requiring Approval of the Paul Judge.**

(a) Notwithstanding the provisions of Section 4.6, the following actions shall require approval of the Paul Judge in addition to Manager Approval:

(i) liquidate, dissolve or wind-up the business and affairs of the Company, or permit the commencement of a proceeding for bankruptcy, insolvency, receivership or similar action on behalf of the Company;

(ii) effect any sale of the Company (whether through sale of membership interests, sale of all or substantially all of the assets of the Company, merger, consolidation, reorganization or otherwise), or consent to any of the foregoing;

(iii) amend, alter or repeal any provision of the Company's Certificate of Formation or Operating Agreement;

(iv) enter into any transaction, agreement or understanding with, transact business with, borrow money from or lend money to, the Alabama Partner (or an Affiliate of the Alabama Partner), or any other entity, partnership, association, or other organization in which the Alabama Partner is a director, manager or officer, or has a financial interest or enter any transaction with any manager, director, officer or employee of the Company (other than the Investor) or any "associate" (as defined in Rule 12b-2 promulgated under the Exchange Act) of any such person, other than compensation in the ordinary course of business;

(v) purchase or redeem (or permit any subsidiary to purchase or redeem) or pay or declare any distribution on, any membership interests of the Company other than (i) distributions payable on the membership interests solely in the form of additional membership interests and (ii) repurchases of membership interests from former employees, officers, managers, consultants or other persons who performed services for the Company or any subsidiary in connection with the cessation of such employment or service at no greater than the original purchase price thereof;

(vi) acquire the operations or assets of another business (regardless of the form such acquisition takes and including, without limitation, by merger, consolidation, purchase of securities or assets, exclusive license, or lease);

(vii) create, or hold membership interests in, any subsidiary that is not wholly owned (either directly or through one (1) or more other subsidiaries) by the Company, or permit any subsidiary to create, or authorize the creation of, or issue or obligate itself to issue, any shares of any class or series of membership interests, or sell, transfer or otherwise dispose of any equity securities of any direct or indirect subsidiary of the Company, or permit any direct or indirect subsidiary to sell, lease, transfer,

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exclusively license or otherwise dispose (in a single transaction or series of related transactions) of all or substantially all of the assets of such subsidiary;

(viii) (i) create, or authorize the creation of, or issue or obligate itself to issue, or reclassify, any membership interests or any securities convertible into or exercisable for any equity securities of the Company, or (ii) increase the authorized membership interests of the Company available for issuance as Membership Interests or Profits Interests;

(ix) (A) approve expenses or capital expenditures in excess of twenty-five thousand dollars (\$25,000) in the aggregate, or (B) authorizing, entering into, ratifying, amending, modifying, renewing or terminating any contract or binding agreement, that involves (individually or in the aggregate, contingent or otherwise) obligations of, or payments by, the Company in excess of twenty-five thousand dollars (\$25,000) in the aggregate over the lifetime of such contract, including, without limitation, any contract pertaining to real property (whether leased or purchased), other than, in the case of each of (A) and (B), trade credit (including for acquiring inventory and necessary start-up business expenses) and equipment financing incurred in the ordinary course of business;

(x) change the rights, preferences, and/or privileges of any class of equity ownership;

(xi) allow for any transaction with any manager, director, officer or employee of the Company or any "associate" (as defined in Rule 12b-2 promulgated under the Exchange Act) of any such person, other than compensation in the ordinary course of business;

(xii) increase or decrease the authorized number of managers constituting the Board, or change the number of votes entitled to be cast by any manager or managers on any matter;

(xiii) convert the Company to another form of entity for tax purposes, including to corporate form;

(xiv) pay above-market compensation to employees, independent contractors or other service providers of the Company or hire, terminate or establish compensation for a Company officer;

(xv) change the name of the Company;

(xvi) make a material change in accounting policies of the Company;

(xvii) grant any loan to, or undertake any surety with respect to, or guaranty the obligation of any third party;

(xviii) approve the annual budget of the Company; or

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(xix) consent to or enter into any agreement with respect to any of the foregoing.

### **Section 4.8 Reliance by Third Parties.**

Notwithstanding any other provision of this Agreement, any contract, instrument, or act of a Manager on behalf of the Company shall be conclusive evidence in favor of any third party dealing with the Company that the Manager has the authority, power, and right to execute and deliver such contract or instrument and to take such action on behalf of the Company.

### **Section 4.9 Reimbursement.**

The Company shall reimburse the Managers and other authorized representatives of the Company for all out-of-pocket expenses reasonably incurred by the Managers and such authorized representatives on behalf of the Company. Such expenses may include travel, seminars, conference attendance fees, and other expenses related to transacting business on behalf of the Company. Such reimbursement shall be treated as an expense of the Company and shall not be deemed to constitute a distribution or fee to the Managers or such authorized representatives.

## **ARTICLE 5. CAPITAL CONTRIBUTIONS**

Each Member's Capital Contribution through the date hereof is reflected on Schedule A as of the date hereof. Subject to Manager Approval, the Company may also accept additional capital contributions in connection with the issuance of additional Membership Interests to existing Members and the admission of other Persons as additional Members pursuant to Article 7.

## **ARTICLE 6. CAPITAL ACCOUNTS; ALLOCATIONS; DISTRIBUTIONS**

### **Section 6.1 Capital Accounts.**

For each Member, the Company shall establish and maintain a separate Capital Account as more fully described in Schedule B.

### **Section 6.2 Allocations.**

The Adjusted Taxable Profit and Adjusted Taxable Loss of the Company shall be allocated to and among the Members in accordance with Schedule B.

### **Section 6.3 Distributions; Guaranteed Payments.**

(a) Except as otherwise expressly provided herein, the Company shall not be required to make distributions or payments of cash or of other Company assets to the Members.

(b) Payments may be made by the Company to Members for services performed for the benefit of the Company by such Members at the time of any regular payment of wages to



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employees of the Company, in accordance with the Company's payroll methodology, or at such other times as may be determined by Manager Approval, it being understood that the payments made pursuant to this Section 6.3(b) shall not be treated as distributions, but rather as "guaranteed payments" within the meaning of Internal Revenue Code Section 707(c) (the "Guaranteed Payments").

(c) Distributions to Members, if any, other than under Article 10, shall be at such times and in such aggregate amounts as may be determined by Manager Approval, subject to Section 4.7 and subject to any limitations applicable to Profits Interests, including applicable Threshold Amounts as provided in Section 7.1, and shall be made to and among the Members as follows:

(i) first, to and among the Members to the extent of, and in proportion to, their respective Unreturned Capital Contributions, until such Unreturned Capital Contributions have been reduced to zero; and

(ii) second, the balance to and among the Members in proportion to their respective Percentage Interests.

(d) Notwithstanding the foregoing, the Company may elect, as determined by Manager Approval, to make, with respect to each Fiscal Year of the Company, minimum distributions of Distributable Cash to each Member in an amount equal to the Tax Liability of such Member for such Fiscal Year (such distributions pursuant to this Section 6.3(d), "Tax Distributions"); provided, however, that the maximum amount of any Tax Distributions to be made to a Member shall be reduced by other distributions that have been made or are to be made with respect to such Fiscal Year (as determined by Manager Approval) to such Member. Any distributions made to a Member with respect to such Member's Tax Liability pursuant to this Section 6.3(d) shall be deemed an advance against and shall serve to reduce subsequent distributions made to such Member pursuant to Section 6.3(c), including pursuant to Section 10.2.

(e) Distributions pursuant to this Article 6 shall be made with respect to all Membership Interests, whether vested or unvested. Unless otherwise determined by Manager Approval, any distributions pursuant to Section 6.3(c) (but not, for the avoidance of doubt, pursuant to Section 6.3(d)) with respect to any portion of any Membership Interest which is reflected by a Percentage Interest which is unvested shall be held by the Company (net of amounts with respect thereto, if any, that are distributed to the applicable Member pursuant to Section 6.3(d)) until such Percentage Interest becomes a vested, at which time any such retained distributions shall be released to the applicable Member. Upon the forfeiture of any unvested Membership Interest, any retained distributions applicable to such Membership Interest shall be forfeited by the Member. Any retained distributions that are forfeited pursuant to the foregoing sentence shall thereafter be distributed to the Members in accordance with the order and priorities set forth in Section 6.3(c) or Section 10.2, as applicable.

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### **Section 6.4 Withholding; Tax Documentation.**

Notwithstanding anything to the contrary in this Agreement, the Company may withhold from any distribution or other payment, as applicable, to any Member (including any former Member) the amount (the “Member Tax Amount”) of (i) any taxes required to be, or that should have been, withheld with respect to such distribution or other payment or any other distribution, payment, or allocation to such Member, (ii) any tax liability of the Company otherwise attributable to such Member, whether or not already paid by the Company, and (iii) any interest, additions to tax and penalties in respect of taxes described in the foregoing clauses (i) or (ii). All Member Tax Amounts will be determined by Manager Approval. For avoidance of doubt, Member Tax Amounts will include any “imputed underpayment” within the meaning of Section 6225(c) of the Internal Revenue Code (or any successor provision or similar provision of federal, state or local tax law) that the Managers determine to be appropriate to treat as a tax liability attributable to Members (including former Members). All Member Tax Amounts withheld from any distribution or other payment to a Member shall be treated as amounts distributed or paid by the Company to such Member. If no distribution or other payment is then being made to such Member in an amount sufficient to cover the Member Tax Amounts attributable to such Member, then the shortfall that the Company is obligated to pay to a taxing authority shall be deemed to be an interest-free advance from the Company to such Member, payable by such Member by withholding from subsequent distributions or other payments by the Company to such Member or within fourteen (14) days after receiving a written request for payment from the Company; provided, that, in any event such amount shall be repaid to the Company no later than the date of the final distribution in liquidation of the Company. The amount of any taxes (including interest, additions to tax and penalties in respect of such taxes) that are paid by, or withheld from distributions by, entities that are partnerships or other flow-through entities for tax purposes through or in which the Company, directly or indirectly, holds an investment shall be treated as Member Tax Amounts that are subject to this Section 6.4 on the date such taxes are paid or withheld, to the extent determined by Manager Approval. Each Member and former Member agrees to timely complete and deliver to the Managers any form or document, and to timely provide such other information, reasonably requested by the Company for tax purposes.

### **ARTICLE 7.**

#### **ISSUANCE OF ADDITIONAL MEMBERSHIP INTERESTS; ADMISSION OF ADDITIONAL MEMBERS**

##### **Section 7.1 Additional Issuances; Additional Members; Profits Interests.**

(a) By Manager Approval, a Member may purchase or be granted additional Membership Interests in the Company or a Person who is not already a Member of the Company may be admitted as a Member of the Company.

(b) The Units, Percentage Interest, Capital Contribution (if any) and other terms with respect to any additional Membership Interests or any additional Member shall be determined by Manager Approval. Upon any issuance of Percentage Interests to a new or existing Member, the Percentage Interests of the existing Members (including the existing Member, if any, receiving an additional Percentage Interest) shall be reduced proportionately. At all times, the total amount of Percentage Interests held by the Members in the aggregate shall be

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100%. So long as any required approval and consent has been obtained in each case, each such Person who is not already a Member of the Company shall be admitted as an additional Member of the Company by executing a counterpart of this Agreement or a separate signature page hereof. This Agreement shall thereupon be deemed amended by the admission of such additional Member and the Managers shall take such other actions as they shall deem necessary by Manager Approval to confirm or legalize any issuance of additional Membership Interests or the admission of any additional Member. The admission of any Person as an additional Member shall not be cause for dissolution of the Company.

(c) If the Managers intend, as determined by Manager Approval or as indicated on Schedule A, that a Membership Interest granted to a Person in exchange for providing services to the Company qualify as a “profits interest” for tax purposes, the Company and each Member agree to treat such Membership Interest (such interest, a “Profits Interest”) as a separate “profits interest” within the meaning of Rev. Proc. 93-27, 1993-2 C.B. 343 or any future Internal Revenue Service guidance or other authority that supplements or supersedes the foregoing Revenue Procedure, and it is the intention of the Members that distributions to each Profits Interest under this Agreement be limited to the extent necessary so that the Profits Interest of such Member qualifies as a “profits interest” under Rev. Proc. 93-27, and this Agreement shall be interpreted accordingly.

(d) Upon the grant of a Profits Interests to a Member, the Gross Asset Value of all Company assets shall be adjusted to equal their respective gross fair market values, as provided in the definition of Gross Asset Value, and the Company’s Adjusted Taxable Profit and Company’s Adjusted Taxable Loss arising from such adjustment shall be allocated to the existing Members in accordance with Schedule B. This Section 7.1 is intended to reflect the intent of the parties hereto that such grant (aside from the portion of the new interest acquired in exchange for any capital contribution made by such Member) shall be treated as the issuance of a profits interest for United States federal income tax purposes.

(e) In connection with the issuance of any Profits Interest, the Managers, by Manager Approval, shall set a threshold dollar amount with respect to such Profits Interest (each, a “Threshold Amount”). The Threshold Amount with respect to each Profits Interest will be an amount, determined by Manager Approval, equal to the value of all outstanding Membership Interests at the time of issuance of such Profits Interest, determined based upon the amount of distributions that the holders of all such Membership Interests would be entitled to receive in a hypothetical liquidation of the Company on the date of issuance of such Profits Interest in which the Company sold its assets for their fair market value, satisfied its liabilities (excluding any nonrecourse liabilities to the extent the balance of such liabilities exceeds the fair market value of the assets that secure them) and distributed the net proceeds to the holders of Membership Interests in liquidation of the Company (excluding for these purposes the Profits Interest subject to such grant). The determination by Manager Approval of the Threshold Amount shall be final, conclusive and binding on all Members; provided, however, neither the Company nor the Managers shall bear any responsibility to any Member if such determination is incorrect.

(f) Notwithstanding any provision in this Agreement to the contrary, the Managers shall exclude a Profits Interest from participation in distributions from the Company (including pursuant to Section 6.3(c) and Article 10) in the manner and to the extent the

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Managers determine appropriate by Manager Approval so as to fully reflect the applicable Threshold Amount consistent with such Profits Interest's treatment as a "profits interest" in accordance with this Section 7.1 (including, without limitation, by taking into account any subsequent capital contributions, forfeitures, recapitalizations, capital transactions and other similar transactions). For avoidance of doubt, the Managers and the Company shall not be responsible for any subsequent determination by a taxing authority that any Membership Interest that was intended to be a Profits Interest failed to so qualify.

(g) In accordance with Rev. Proc. 2001-43, 2001-2 CB 191, the Company shall treat a Member holding a Profits Interest as the owner of such Profits Interest from the date it is granted, and shall file its Internal Revenue Service Form 1065, and issue appropriate Schedule K-1s to such Member. Each Member agrees to take into account any allocations of items of income, gain, loss, deduction and credit associated with any Profits Interest held by such Member in computing his, her or its United States federal income tax liability for the entire period during which he, she or it holds the Profits Interest. The Company and each Member agree not to claim a deduction (as wages, compensation or otherwise) for the fair market value of such Profits Interest issued to a Member, either at the time of grant of the Profits Interest or at the time the Profits Interest becomes substantially vested. The undertakings contained in this Section 7.1(g) shall be construed in accordance with Section 4 of Rev. Proc. 2001-43.

(h) The Managers shall have the right, by Manager Approval, to amend this Agreement without the approval of any other Member upon publication of final Treasury Regulations in the Federal Register (or other official pronouncement) to (i) direct and authorize the election of a "safe harbor" under Proposed Treasury Regulation Section 1.83-3(l) (or any similar successor provision) under which the fair market value of a membership interest that is transferred in connection with the performance of services is treated as being equal to the liquidation value of that interest, (ii) to provide for an agreement by the Company and all of its Members to comply with all the requirements set forth in such Treasury Regulations and Notice 2005-43 (and any other guidance provided by the Internal Revenue Service with respect to such election) with respect to all interests transferred in connection with the performance of services while the election remains effective, and (iii) to provide for any other related amendments; provided, in any case, that (x) such amendment shall not change the relative economic interest of the Members, reduce any Member's share of distributions, or increase any Member's liability hereunder and (y) the Company shall provide a copy of such amendment to the Members at least ten (10) days prior to the effective date of any such amendment.

(i) This Section 7.1, together with any grant document pursuant to which Membership Interests are issued to an individual in such individual's capacity as an employee of or service provider to the Company, are intended to qualify as a compensatory benefit plan within the meaning of Rule 701 of the Securities Act and the issuance of Membership Interests pursuant hereto is intended to qualify for the exemption from registration under the Securities Act provided by Rule 701; provided, that the foregoing shall not restrict or limit the Company's ability to issue any Membership Interests pursuant to any other exemption from registration under the Securities Act available to the Company and to designate any such issuance as not being subject to Rule 701.

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(j) Membership Interests may be issued subject to vesting, forfeiture and repurchase pursuant to separate written agreements, the provisions of which may be determined, altered or waived (unless otherwise specified in such agreements) by Manager Approval. Any Person holding a Membership Interest subject to a vesting arrangement, including, without limitation, any Profits Interest, shall be personally responsible for making, and shall make, a timely Internal Revenue Code Section 83(b) election in accordance with Treasury Regulation Section 1.83-2 with respect to each such Membership Interest (to the extent applicable).

(k) Each Member that is a service provider to the Company understands and agrees that, for so long as the Company is a partnership or disregarded entity for income tax purposes and subject to any change in applicable tax rules or regulations, such Member shall not be treated as an employee of the Company for tax purposes, but instead (i) shall be subject to reporting of any compensation paid to such Member by the Company on a Schedule K-1 (rather than a Form W-2) and shall be responsible for paying all self-employment and other taxes on such income and (ii) shall not be entitled to participate in the Company's employee benefit plans under Section 125 of the Internal Revenue Code.

### **ARTICLE 8.**

#### **TRANSFER OF MEMBERSHIP INTERESTS; LEGAL REPRESENTATIVES**

##### **Section 8.1 Assignability of Interests; Substitute Members.**

A Member may not sell, assign, transfer, pledge or otherwise encumber, or otherwise dispose of, such Member's Membership Interest, whether voluntarily or by operation of law, and an Assignee of a Member's Membership Interest shall not be admitted as a Substitute Member, in each case without prior Manager Approval, including approval of Paul Judge. Unless and until admitted as a Substitute Member, an Assignee shall not be entitled to exercise any rights or powers of, or to receive any of the benefits of, the assigning Member other than, to the extent assigned, the share of Adjusted Taxable Profit and Adjusted Taxable Loss and the rights to receive distributions to which the assigning Member was entitled. An Assignee shall have no liability as a Member solely as a result of such assignment. An Assignee may become a Substitute Member only upon the terms and conditions set forth in Section 8.2. The admission of an Assignee as a Substitute Member shall additionally in each case be conditioned upon the Assignee's written assumption, in form and substance satisfactory to the Managers, of all of the obligations, restrictions and liabilities of the assigning Member with respect to the assigned Membership Interest under this Agreement and the Assignee's execution of an instrument reasonably satisfactory to the Managers whereby such Assignee becomes a party to this Agreement as a Substitute Member. In no event shall any Member sell, assign, transfer, pledge or otherwise encumber, or otherwise dispose of, such Member's rights or obligations in an unvested Membership Interest, if any, whether voluntarily or by operation of law, and any such purported disposition shall be void *ab initio*.

##### **Section 8.2 Additional Requirements.**

As additional conditions to the validity of any assignment of a Membership Interest and any admission of an Assignee as a Substitute Member, such assignment and any such admission:

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(a) shall not violate the registration provisions of the Securities Act, or the securities laws of any applicable jurisdiction;

(b) shall not cause the Company to be terminated for United States federal income tax purposes or to be treated as a publicly traded partnership under the Internal Revenue Code, unless agreed to in writing by Manager Approval;

(c) shall not be made to a Person that has been, or could reasonably be expected to be, subject to an Adverse Suitability Determination;

(d) shall not be made to any Person whose control of the Company would violate the control limitations provided for in AL Cannabis Act; and

(e) shall not result in, or reasonably be expected to result in, an Adverse Suitability Determination with respect to the Company.

The Managers acting by Manager Approval may require reasonable evidence as to satisfaction of such conditions, including, without limitation, a favorable opinion, in form and substance satisfactory to the Managers, of legal counsel reasonably satisfactory to the Managers. Any purported assignment or admission as to which the conditions set forth in Section 8.1 and Section 8.2 are not satisfied shall be void *ab initio*.

### **Section 8.3 Distributions as Between Assignor and Assignee.**

If a Membership Interest shall be validly assigned, then the assignor and Assignee shall each be entitled to distributions as follows: unless the assignor and Assignee shall agree otherwise and so provide in the instrument of assignment, distributions shall be made to the Person owning the Membership Interest at the date of distribution. For the purpose of making computations based on distributions, any distribution to an Assignee who, at the time of the computation, (i) has not been admitted as a Substitute Member shall be deemed to have been made to the assigning Member, and (ii) has been admitted as a Substitute Member shall be deemed to have been made to the Assignee.

### **Section 8.4 Deemed Agreement.**

Any Person who acquires in any manner whatsoever any Membership Interest or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all of the terms and conditions of this Agreement that any predecessor in such Membership Interest or other interest in the Company of such Person was subject to or by which such predecessor was bound.

### **Section 8.5 Transfer of Capital Accounts.**

As determined by Manager Approval, the Capital Account established for each Substitute Member shall initially be in the same amount as the Capital Account of the Member (or portion thereof) to which such Substitute Member succeeds, at the time such Substitute Member is admitted as a Member of the Company. The Capital Account of any Member whose Membership Interest shall be increased by means of a transfer to it of all or part of the

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Membership Interest of another Member shall also be appropriately adjusted to reflect such transfer, as determined by Manager Approval. Any reference in this Agreement to a capital contribution of, or distribution to, a Member that has succeeded any other Member shall include any capital contributions or distributions previously made by or to the former Member on account of the Membership Interest of such former Member transferred to such Member. All of the foregoing shall be subject to the right of the Managers to determine the appropriate amount of the allocations, distributions and Capital Contribution for each Member.

### **Section 8.6 Right of First Refusal.**

Subject to all of the foregoing provisions of this Section 8 (including, for avoidance of doubt, the Member approval requirements in Section 8.1):

(a) If the Alabama Partner (the “Selling Member”) proposes to Transfer any Membership Interest owned by such Member, then the Selling Member shall promptly give written notice (the “Transfer Notice”) of such proposed Transfer to Paul Judge. The Transfer Notice shall describe in reasonable detail the proposed Transfer, including, without limitation, the Membership Interest to be transferred (the “Offered Securities”), the nature of such Transfer, the cash consideration to be paid for such Offered Securities (which shall be the sole form of consideration), and the name and address of each prospective purchaser or transferee (each, a “Proposed Transferee”). The Selling Member shall enclose with the Transfer Notice a copy of a written offer, letter of intent or other written document signed by the Proposed Transferee(s) setting forth the proposed terms and conditions of the Transfer.

(b) For a period of thirty (30) days following the date on which the Transfer Notice is given by the Selling Member to Paul Judge (the “Acceptance Period”), Paul Judge shall have the option to purchase all or any part of the Offered Securities for the price and on the terms specified in the Transfer Notice. If Paul Judge desires to exercise its right to purchase all or any portion of the Offered Securities, it shall give written notice to the Selling Member, no later than the expiration of the Acceptance Period.

(c) In the event Paul Judge duly exercises its option to purchase all or a portion of the Offered Securities, the closing of such purchase shall take place at the offices of the Company no later than thirty (30) days following the expiration of the Acceptance Period. At the closing, Paul Judge shall purchase such portion of the Offered Securities that Paul Judge has elected to purchase by wire transfer of immediately available funds to an account designated by the Selling Member against delivery of satisfactory evidence from the Company and the Selling Member of the Transfer of the Offered Securities to Paul Judge in accordance with the provisions of this Agreement; provided, however, Paul Judge shall not have any liability to purchase or pay for more than the portion of the Offered Securities it has elected to purchase pursuant to these provisions. Paul Judge may request waivers of any liens on, and evidence of good title to, the Offered Securities.

(d) If within the applicable time period, the Selling Member does not receive notice of Paul Judge’s intention to purchase all or a portion of the Offered Securities, the offer shall be deemed to have been rejected. In such event, and (for avoidance of doubt) so long as the other requirements of this Section 8 are satisfied (including the Members’ approval rights in Section 8.1), the Selling Member may Transfer title to the Offered Securities within ninety (90) days from the date of the Transfer Notice, but such Transfer shall be made only to the proposed

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transferee or transferees and at the proposed price and on such other terms as stated in such Transfer Notice. Any Membership Interest that is so Transferred shall remain subject to this Agreement and, as a condition to any Transfer, the Selling Member shall obtain a written agreement from the transferee by which the transferee agrees to be bound by this Agreement.

### **Section 8.7 Co-Sale Rights.**

Subject to all of the foregoing provisions of this Section 8 (including, for avoidance of doubt, the Member approval requirements in Section 8.1):

(a) If the right of first refusal is not exercised under Section 8.6 as to all Offered Securities, the Selling Member proposing to effect a sale of Offered Securities shall afford Paul Judge the opportunity to participate in the sale with the Selling Member (the "Right of Co-Sale"), with Paul Judge participating in the sale pro rata based on its Percentage Interest, and for the same consideration and otherwise on the same terms as the Selling Member is then proposing to sell its Offered Securities.

(b) If any Proposed Transferee refuses to purchase the Offered Securities tendered for sale by Paul Judge exercising their Right of Co-Sale hereunder, no Selling Member may sell any Equity Securities to such Proposed Transferee unless, simultaneously with such sale, such Selling Member purchases (on the same terms and conditions as the sale by the Selling Member) an amount of Equity Securities from Paul Judge equal to the amount of Equity Securities that such Member was entitled to include in such sale pursuant to its Right of Co-Sale as set forth in Section 8.7(a) above.

### **Section 8.8 Right of Repurchase.**

(a) For a period of six (6) months after the date of the occurrence of a Repurchase Trigger Event with respect to a Member, the Company shall have the right, but not the obligation, to elect, by Manager Approval, to purchase from such Member (such Member, the "Repurchase Member") all of such Member's Membership Interest (the "Repurchase Interest"), for an amount equal to the distribution such Repurchase Member would have received from the Company pursuant to Section 10.2 assuming a complete liquidation of the Company as of the date of the Repurchase Trigger Event, as determined by Manager Approval (the "Repurchase Price"). A "Repurchase Trigger Event" shall mean the occurrence of any one or more of the following events:

(i) an Adverse Suitability Determination is made with respect to the Member;

(ii) a Cannabis Regulatory Body advises the Company that a decision on the Company's marijuana business license is being delayed beyond six (6) months following the filing of the Company's application for a marijuana business license, and the Company is advised that the primary reason for such delay is the participation of or concerns about the Member; or

(iii) such Member fails to timely provide to the Company information required by state or local law or regulation from such Member for the



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Company to obtain and maintain a marijuana business license, including but not limited to the Member completing a background check required by the Alabama Cannabis Commission, if failure of the Member to provide such information would have a materially adverse effect on the Company's application for a marijuana business license or the Company's ability to maintain a marijuana business license.

(b) The Company shall give the Repurchase Member at least seven (7) days prior written notice of its election to purchase the Repurchase Interest. Such notice shall state the applicable Repurchase Trigger Event, the Repurchase Price and the date on which the purchase shall occur, which date shall not be more than thirty (30) days after the delivery of the notice. Upon the delivery of the Repurchase Price to the Repurchase Member by one or more of the methods described below in Section 8.6(c) (including, for avoidance of doubt, the issuance of a promissory note to the Repurchase Member), the Repurchase Member shall cease to be a Member of the Company and shall have no further rights in respect of any Membership Interest (other than the right to receive the Repurchase Price in accordance with this Agreement); provided, however, if and to the extent required by applicable tax law, the Repurchase Member may continue to be treated as a "partner" for tax purposes until all cash payments in satisfaction of the Repurchase Price have been made. Notwithstanding anything to the contrary in this Agreement, if the Company elects to purchase the Repurchase Interest and such purchase is effected, (i) the Repurchase Member shall not be entitled to participate in any distributions (including Tax Distributions) that are or were made after the date of the applicable Repurchase Trigger Event and (ii) any such distributions made by the Company to the Repurchase Member, despite the provisions of the preceding (i), after the date of the applicable Repurchase Trigger Event shall be applied against and reduce the balance, if any, owed by the Company to the Repurchase Member in respect of the Repurchase Price (including any amount owed under a promissory note described in Section 8.6(c)(iv)), with the amount of any such distributions in excess of the amount applied against the Repurchase Price by the Company to be promptly returned by the Repurchase Member to the Company.

(c) If the Company elects to purchase the Repurchase Interest, the Company, at its option, may satisfy its obligation to pay the Repurchase Price to the Repurchase Member by any of the following methods, or by any combination of such methods: (i) by check, (ii) by wire transfer of immediately available funds, (iii) in the event the Repurchase Member is indebted to the Company, by canceling all or any portion of such indebtedness or (iv) by delivering to the Repurchase Member a promissory note with a principal balance equal to all (or a portion, if the remainder is paid by other methods under this Section 8.6(c)) of the aggregate Repurchase Price, which promissory note shall be payable over a ten (10) year period (subject to the Company's right to prepay with no penalty) and shall bear interest at a rate equal to the applicable long-term applicable federal rate published by the Internal Revenue Service for the month in which the repurchase occurs or such minimum higher rate as may be required to avoid imputation of interest under the Internal Revenue Code.

### **Section 8.9 Drag-Along Rights.**

(a) If Paul Judge receives a bona fide offer from a non-Affiliated third party to consummate, in one transaction or a series of related transactions, a Change of Control (a "Drag-Along Sale"), Paul Judge shall have the right to require that each other Member (each, a

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“Drag-Along Member”) participate in such sale in the manner set forth in this Section 8.10.

(b) Paul Judge shall exercise its rights pursuant to this Section 8.10 by delivering a written notice (the “Drag-Along Notice”) to the Company and each Drag-Along Member no more than ten (10) days after the execution and delivery by all of the parties thereto of the definitive agreement entered into with respect to the Drag-Along Sale and, in any event, no later than twenty (20) days prior to the closing date of such Drag-Along Sale. The Drag-Along Notice shall make reference to Paul Judge’s rights and obligations hereunder and shall describe in reasonable detail:

- (i) The name of the proposed acquirer;
- (ii) The proposed date and time of the closing of the sale;
- (iii) The proposed amount of consideration for the Drag-Along Sale, and the other material terms and conditions of the Drag-Along Sale; and
- (iv) A copy of any form of agreement proposed to be executed in connection therewith.

(c) Subject to Section 8.10(d):

(v) if the Drag-Along Sale is structured as a sale of Membership Interests, each Member shall sell in the Drag-Along Sale a percentage of such Member’s Membership Interest equal to such Member’s Percentage Interest of the total Membership Interests to be sold in such Drag-Along Sale; and

(vi) if the Drag-Along Sale is structured as a sale of all or substantially all of the assets of the Company or as a merger, consolidation, recapitalization, or reorganization of the Company, then notwithstanding anything to the contrary in this agreement, each Drag-Along Member shall vote in favor of the transaction and otherwise consent to and raise no objection to such transaction.

(d) The consideration to be received by a Drag-Along Member shall be the same form and amount of consideration to be received by Paul Judge (or, if Paul Judge is given an option as to the form and amount of consideration to be received, the same option shall be given) and the terms and conditions of such sale shall, except as otherwise provided in the immediately succeeding sentence, be the same as those upon which Paul Judge sells its Membership Interests. Each Drag-Along Member shall make or provide the same representations, warranties, covenants, indemnities, and agreements as Paul Judge makes or provides in connection with the Drag-Along Sale (except that in the case of representations, warranties, covenants, indemnities, and agreements pertaining specifically to Paul Judge, the Drag-Along Member shall make the comparable representations, warranties, covenants, indemnities, and agreements pertaining specifically to itself); provided, that all representations, warranties, covenants, and indemnities shall be made by Paul Judge and each Drag-Along Member severally and not jointly and any indemnification obligation shall be pro rata based on the consideration received by Paul Judge and each Drag-Along Member (other than any indemnification obligation pertaining specifically to Paul Judge or a Drag-Along Member, which

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obligation shall be the sole obligation of Paul Judge or Drag-Along Member), in each case in an amount not to exceed the aggregate proceeds received by Paul Judge and each such Drag-along Member in connection with the Drag-Along Sale.

(e) Each Member shall take all actions as may be reasonably necessary to consummate the Drag-Along Sale, including, without limitation, entering into agreements and delivering certificates and instruments, in each case, consistent with the agreements being entered into and the certificates being delivered by Paul Judge.

### **ARTICLE 9. DURATION OF THE COMPANY**

#### **Section 9.1 Duration.**

The Company shall continue until it is dissolved and its affairs wound up, which shall occur on the earlier of the happening of any of the following events:

(a) The receipt of both Manager Approval and Member Approval with respect to such dissolution and winding up.

(b) The death, incapacitation, retirement, resignation, expulsion, or bankruptcy of all of the Members or the occurrence of any event which terminates the continued membership of all of the Members in the Company.

(c) The entry of a decree of judicial dissolution under Section 44 of the Act.

### **ARTICLE 10. LIQUIDATION OF THE COMPANY**

#### **Section 10.1 General.**

(a) Upon the dissolution of the Company, the Company shall be liquidated in an orderly manner in accordance with this Article 10 and the Act. The liquidation shall be conducted and supervised by the Managers or, if there are no Managers and no remaining Members, by the personal representative (or its nominee or designee) of the last remaining Member (the Managers or such other Person, as applicable, being referred to in this Article 10 as the "Liquidating Agent"). The Liquidating Agent shall have all of the rights, powers, and authority with respect to the assets and liabilities of the Company in connection with the liquidation of the Company that the Members have with respect to the assets and liabilities of the Company during the term of the Company, and the Liquidating Agent is hereby expressly authorized and empowered to execute any and all documents necessary or desirable to effectuate the liquidation of the Company and the transfer of any assets of the Company. The Liquidating Agent shall have the right from time to time, by revocable powers of attorney, to delegate to one or more Persons any or all of such rights and powers and such authority and power to execute documents and, in connection therewith, to fix the reasonable compensation of each such Person, which compensation shall be charged as an expense of liquidation. The Liquidating Agent is also expressly authorized to distribute Company assets to the Members subject to liens.

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(b) The Liquidating Agent shall liquidate the Company as promptly as shall be practicable after dissolution. Without limitation of the rights, powers, and authority of the Liquidating Agent as provided in this Article 10, the Liquidating Agent may, in its discretion, either distribute in kind or sell securities and other non-cash assets. Any securities or other non-cash assets which the Liquidating Agent may sell shall be sold at such prices and on such terms as the Liquidating Agent may, in its good faith judgment, deem appropriate.

### **Section 10.2 Final Allocations and Distributions.**

Upon dissolution of the Company, the Company's liabilities to its creditors shall be paid, or provision for such payment as determined by the Liquidating Agent shall be made, prior to any other distributions to the Members. After paying such liabilities and providing for such reserves and after giving effect to all contributions, distributions and allocations for all periods, the Liquidating Agent shall cause the remaining net assets of the Company (and the remainder, if any, of the reserves established in accordance with the foregoing) to be distributed to and among the Members in accordance with Section 6.3(c), subject to any limitations applicable to Profits Interests, including applicable Threshold Amounts as provided in Section 7.1.

## **ARTICLE 11. POWER OF ATTORNEY**

### **Section 11.1 General.**

(a) Each Member irrevocably constitutes and appoints each Manager and the Liquidating Agent the true and lawful attorney-in-fact of such Member to execute, acknowledge, swear to and file any of the following:

- (i) the Certificate of Formation and all other certificates and other instruments deemed advisable by Manager Approval to carry out the provisions of this Agreement and applicable law or to permit the Company to become or to continue as a limited liability company;
- (ii) this Agreement and all instruments that the Managers acting by Manager Approval deem appropriate to reflect a change or amendment to or modification of this Agreement made in accordance with this Agreement;
- (iii) all conveyances and other instruments or papers deemed advisable by Manager Approval or the Liquidating Agent to effect the dissolution and termination of the Company;
- (iv) all fictitious or assumed name certificates required or permitted to be filed on behalf of the Company;
- (v) all other certificates, instruments or papers that may be required or permitted by law to be filed on behalf of the Company and any amendment or modification of any certificate or other instrument referred to in this Section 11.1(a); and
- (vi) any agreement, document, certificate or other instrument that any

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Member is required to execute and deliver hereunder or pursuant to applicable law that such Member has failed to execute and deliver within ten (10) days after written request from the Managers pursuant to Manager Approval.

(b) The foregoing power of attorney is (i) coupled with an interest, (ii) irrevocable and durable, (iii) shall not be terminated or otherwise affected by any act or deed of any Member (or by any other Person) or by operation of law, whether by the legal incapacity of a Member or by the occurrence of any other event or events, and (iv) shall survive the assignment by a Member of the whole or any part of such Member's Membership Interest, except that, where the assignee of the whole of such Member's Membership Interest is to be admitted as a Member, the power of attorney of the transferor shall survive such transfer for the sole purpose of enabling the applicable attorney-in-fact to execute, swear to, acknowledge and file any instrument necessary or appropriate to effect such admission.

(c) Each Member agrees to execute, upon five (5) days' prior written notice from the Managers acting by Manager Approval or any Liquidating Agent, as applicable, a confirmatory or special power of attorney containing the substantive provisions of this Article 11, which shall be in form satisfactory to the Persons or Person providing such notice.

### **ARTICLE 12. DUTIES, EXCULPATION AND INDEMNIFICATION**

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

Each Manager, Tax Matters Person and Liquidating Agent shall exercise in good faith such Person's judgment in carrying out such Person's functions and, otherwise, shall owe no duties (including fiduciary duties) to the Company or any Member in such capacity. The Members hereby agree that this Section 12.1 and the other provisions of this Agreement, to the extent that they restrict or eliminate duties of any Manager, Tax Matters Person or Liquidating Agent otherwise existing at law or in equity, modify such duties to such extent.

#### **Section 12.2 Exculpation; Liability of Covered Persons.**

(a) To the fullest extent permitted by law, none of the Managers, Tax Matters Persons, Liquidating Agents, or any other Persons who were, at the time of the act or omission in question, a Manager, Tax Matters Person or Liquidating Agent (each, a "Covered Person") shall have any liability to the Company or to any Member for any loss suffered by the Company that arises out of any action or inaction of such Covered Person if such Covered Person, in good faith, determined that such course of conduct was in, or not opposed to, the best interests of the Company and such course of conduct did not constitute gross negligence, fraud, or willful misconduct of such Covered Person.

(b) No Covered Person shall have any personal liability for the repayment of the positive balance in the Capital Account of a Member. To the greatest extent permitted by applicable law, no Covered Person shall be liable to any Member by reason of any United States federal or other income tax laws or the interpretations thereof as they apply to the Company and such Member, or any changes thereto.

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(c) The Members hereby agree that this Section 12.2 and the other provisions of this Agreement, to the extent that they restrict or eliminate liabilities of the Covered Persons otherwise existing at law or in equity, modify such liabilities to such extent.

### **Section 12.3 Indemnification of Covered Persons.**

(a) To the maximum extent permitted by applicable law and subject to the other provisions of this Section 12.3, the Company shall indemnify and hold harmless Covered Persons, from and against any claim, loss, expense, liability, action or damage (including, without limitation, any action by a Member or assignee thereof against a Covered Person) due to, arising from or incurred by reason of any action, inaction or decision performed, taken, not taken or made by Covered Persons or any of them in connection with the activities and operations of the Company, or any subsidiary of the Company, as the case may be, provided (i) such action, inaction or decision is within the scope of the authority of such Covered Persons as provided herein, (ii) such Covered Person acted in good faith and in a manner such Covered Person reasonably believed to be in, or not opposed to, the best interests of the Company or any subsidiary of the Company, as the case may be, and (iii) with respect to any criminal proceeding, such Covered Person had no reasonable cause to believe the conduct of such Covered Person was unlawful. The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not, by itself, create a presumption that the Covered Person did not act in good faith and in a manner which the Covered Person reasonably believed to be in, or not opposed to, the best interest of the Company or any subsidiary of the Company, as the case may be, or that the Covered Person had reasonable cause to believe that such Covered Person's conduct was unlawful (unless there shall have been a final adjudication in the proceeding that the Covered Person did not act in good faith and in a manner which such Covered Person reasonably believed to be in, or not opposed to, the best interests of the Company or any subsidiary of the Company, as the case may be, or that the Covered Person did have reasonable cause to believe that such Covered Person's conduct was unlawful). Any Covered Person may consult with independent counsel selected by the Covered Person (which may be counsel for the Company or any Affiliate) and any opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by such Covered Person hereunder in good faith and in accordance with the opinion of such counsel. Any indemnification under this Section 12.3 shall include reasonable attorneys' fees incurred by Covered Persons in connection with the defense of any such action including, to the extent permitted by law, all such liabilities under United States federal and state securities acts. The reasonable expenses incurred by Covered Persons in connection with the defense of any such action shall be paid or reimbursed as incurred, upon receipt by the Company of an undertaking by such Covered Person to repay such expenses if it shall ultimately be determined that such Covered Person is not entitled to be indemnified hereunder, which undertaking may be accepted without reference to the financial ability of such Covered Person to make repayment. Such indemnification shall only be made to the extent that such Persons are not otherwise reimbursed from insurance or other means. Such indemnification shall only be paid from the assets of the Company, and no Member shall have any personal liability on account thereof.

(b) Notwithstanding the provisions of Section 12.3(a), a Covered Person shall not be entitled to be indemnified or held harmless from and against any claim, loss, expense,

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liability, action or damage due to or arising from the Covered Person's gross negligence, fraud or willful misconduct.

(c) The provisions of this Section 12.3 shall be in addition to and not in limitation of any other rights of indemnification and reimbursement or limitations of liability to which a Covered Person may be entitled under the charter documents of any subsidiary of the Company or otherwise. The provisions of this Section 12.3 shall apply whether or not at the time of reimbursement the Covered Person entitled to reimbursement is then a Covered Person. Notwithstanding any repeal of this Section 12.3 or other amendment hereof, its provisions shall be binding upon the Company (subject only to the exceptions above set forth) as to any claim, loss, expense, liability, action or damage due to or arising out of matters which occur during or are referable to the period prior to any such repeal or amendment of this Section 12.3.

### **Section 12.4 Interested Transactions.**

The Company may transact business and enter into and amend contracts, agreements and arrangements with one or more Covered Persons, or with any corporation, partnership, organization or other concern of or in which any one or more Covered Persons are directors, officers, stockholders, partners, members, trustees or otherwise interested. In the absence of fraud, (i) no such transaction, contract or arrangement shall be invalidated or in any way affected by the fact that such Covered Persons have or may have interests that are or might be adverse to the interest of the Company, even though the vote, consent or other action of such Covered Persons may have been necessary to obligate the Company under such transaction, contract or arrangement, and (ii) in the additional absence of any express agreement to the contrary, no such Covered Person shall be liable to the Company, any Member, any creditor of the Company or any other Person for any loss incurred by reason of any such transaction, contract or arrangement, nor shall such Covered Person be accountable for any gains or profits realized thereon.

## **ARTICLE 13. MISCELLANEOUS PROVISIONS**

### **Section 13.1 Books and Accounts; Confidentiality.**

(a) Complete and accurate books and accounts shall be kept and maintained for the Company in accordance with generally accepted accounting principles, using such method of accounting as shall be determined by Manager Approval, and shall include separate accounts for each Member. Each Member, at such Member's own expense, shall at reasonable times and upon reasonable prior written notice to the Company have access to such copy of the Agreement and of the Certificate of Formation and such books of account, but only to the extent such books of account reasonably relate to such Member's Membership Interest and not the Membership Interest of any other Member. The Members hereby acknowledge that, pursuant to Section 18-305(g) of the Act, the rights of a Member to obtain information from the Company shall be limited to only those rights provided for in this Section 13.1(a) and that any other rights provided under Section 18-305(a) of the Act shall not be available to the Members or applicable to the Company.

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(b) Within a period of time after the end of each Fiscal Year of the Company as determined by Manager Approval, the Company shall provide to each Member a Form K-1 for such Member with respect to such Fiscal Year.

(c) All funds received by the Company shall be deposited in the name of the Company in such account or accounts, all securities owned by the Company may be deposited with such custodians, and withdrawals therefrom shall be made upon such signature or signatures on behalf of the Company, as may be determined from time to time by Manager Approval.

(d) Each Member agrees to maintain the confidentiality of the Company's records and affairs, including the terms of this Agreement, agrees not to provide to any other Person (including any employee of the Company) copies of any financial statements, tax returns, or other records provided or made available to such Member, and agrees not to disclose to any other Person (including any employee of the Company) any information contained therein without Manager Approval; provided, that any Member may make disclosures and may provide financial statements, tax returns, and other records: (i) to such Member's accountants and legal counsel as long as such Member instructs such accountants and legal counsel to maintain the confidentiality thereof and not to disclose to any other Person (including any employee of the Company) any information contained therein, (ii) if, and to the extent, required by law, including judicial or administrative order (provided, that, to the extent feasible, the Company is given prior notice to enable it to seek a protective order or similar relief), and (iii) in order to enforce rights under this Agreement. Schedule A, as revised from time to time pursuant to the terms and subject to the conditions of this Agreement, shall be maintained by the Managers, and Members shall not be entitled to review or receive copies of such Schedule A unless permitted pursuant to Manager Approval.

(e) Notwithstanding the foregoing, nothing in this Agreement prohibits, or is intended in any manner to prohibit, a report of a possible violation of United States federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under whistleblower provisions of United States federal law or regulation. No Person subject to the restrictions set forth in this Article 13 shall require the prior authorization of anyone at the Company or the Company's legal counsel to make any such reports or disclosures, and no such Person is required to notify the Company that it has made such reports or disclosures. Additionally, nothing in this Agreement is intended to interfere with or restrain the immunity provided under 18 U.S.C. Section 1833(b) for confidential disclosures of trade secrets to government officials, or lawyers, solely for the purpose of reporting or investigating a suspected violation of law; or in a sealed filing in court or other proceeding.

### **Section 13.2 Survival of Rights and Remedies.**

No failure or delay by any party in exercising any right or remedy hereunder shall operate as a waiver thereof, and a waiver of a particular right or remedy on one occasion shall not be deemed a waiver of any other right or remedy or a waiver on any subsequent occasion.



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### **Section 13.3 Notices.**

All notices, demands, solicitations of consent or approval, and other communications hereunder shall be in writing and shall be sufficiently given if personally delivered or sent by postage prepaid, registered or certified mail, return receipt requested, or by overnight courier, addressed as follows: if intended for the Company or the Managers in their capacity as such, to the Company's principal place of business determined pursuant to Section 2.3, and if intended for any Member to the address of such Member set forth on Schedule A or at such other address as any Member may designate by written notice. Notices shall be deemed to have been given when personally delivered, if mailed, on the earlier of (A) three (3) days after the date on which deposited in the mails, and (B) the date on which received, or if sent by overnight courier, on the date on which received; provided, that notices of a change of address shall not be deemed given until the actual receipt thereof. The provisions of this Section 13.3 shall not prohibit the giving of written notice in any other manner, including email; any written notice given in any other manner shall be deemed given only when actually received.

### **Section 13.4 Waivers; Amendments.**

The operation or effect of any provision of this Agreement may only be waived, and this Agreement may only be amended, in accordance with this Section 13.4. The operation or effect of any provision of this Agreement may be waived, and this Agreement may be amended, upon receipt of Member Approval; provided, that (A) this Agreement may be amended by Manager Approval, to the extent required to conform to actions properly taken by the Company, the Managers, or any of the Members in accordance with this Agreement, including, without limitation, that are in accordance with Section 7.1(h) and amendments to Schedule A to reflect changes made pursuant to the terms of this Agreement, (B) except as otherwise set forth herein, no waiver or amendment pursuant to this Section 13.4 shall, without a Member's consent, (I) create personal liability for such Member or (II) require capital from such Member, and (C) any provision of this Agreement may be waived by the waiving party on such party's own behalf, without the consent of any other party.

### **Section 13.5 Applicable Law; Jurisdiction; Damages.**

(a) This Agreement shall be governed by, and construed in accordance with, the law of the State of Alabama without regard to principles of conflicts of law.

(b) The parties (i) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Alabama and to the jurisdiction of the United States District Court for the District of Alabama for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Alabama located nearest the primary address of the business or the United States District Court for the District of Alabama located in Wilmington, and (iii) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this

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Agreement or the subject matter hereof may not be enforced in or by such court.

(c) A Member or former Member who initiates an action or suit in violation of this Agreement shall be liable to the Company and its Managers and any Members who are defendant parties for all damages and expenses which such defendant parties incur as a result, including, without limitation, reasonable fees and expenses of legal counsel and expert witnesses and court costs.

### **Section 13.6 Construction.**

(a) The captions used herein are intended for convenience of reference only, and shall not modify or affect in any manner the meaning or interpretation of any of the provisions of this Agreement.

(b) As used herein, the singular shall include the plural, the masculine and feminine genders shall include the neuter, and the neuter gender shall include the masculine and feminine, unless the context otherwise requires.

(c) The words “hereof”, “herein”, and “hereunder”, and words of similar import, when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(d) All references herein to Articles, Sections, or Schedules shall be deemed to refer to Articles and Sections of and Schedules to this Agreement, unless specified to the contrary.

(e) The word “including”, and words of similar import, when used in this Agreement shall mean “including, but not limited to”.

(f) With respect to provisions of this Agreement in which any Manager or any other Person is permitted or required to make a decision in such Manager or any such Person’s “discretion” or “sole discretion” or under a grant of similar authority, such Manager or any such Person shall be entitled to consider only such interests and factors as such Manager or any such Person desires, including such Manager or any such Person’s own interests in addition to the interests of the Company.

### **Section 13.7 Binding Effect.**

This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties hereto; provided, that this provision shall not be construed to permit any assignment or transfer which is otherwise prohibited hereby. THE PARTIES ACKNOWLEDGE THAT THE PRODUCTION, SALE, MANUFACTURE, POSSESSION AND USE OF CANNABIS IS ILLEGAL UNDER UNITED STATE FEDERAL LAW, INCLUDING ENTERING INTO A TRANSACTION WITH A COMPANY ENGAGING SUCH ACTIVITIES, AND THE PARTIES EXPRESSLY WAIVE ANY DEFENSE TO THE ENFORCEMENT OF THE TERMS AND CONDITIONS OF THIS AGREEMENT BASED UPON NON-CONFORMANCE WITH APPLICABLE LAW RELATING TO CANNABIS AND THE CANNABIS INDUSTRY.

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### **Section 13.8 Severability.**

If any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and all other applications thereof shall not in any way be affected or impaired thereby.

### **Section 13.9 Entire Agreement.**

This Agreement sets forth the entire understanding among the parties relating to the subject matter hereof and supersedes any and all prior contracts or agreements with respect to such subject matter, whether oral or written. No promises, covenants or representations of any character or nature other than those expressly stated herein have been made to induce any party to enter into this Agreement.

[Remainder of page intentionally left blank.]

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

**MEMBER AND MANAGER:**

DocuSigned by:  
By: Paul Judge  
1CD8ECA01C4B44F...  
Name: Paul Judge  
Title: Manager

**MEMBER AND MANAGER:**

DocuSigned by:  
By: Joseph Pettway  
B444AE912A914F7...  
Name: Joseph Pettway  
Title: Manager

**MEMBER:**

DocuSigned by:  
By: Victor E. Mancebo  
9C3250DFD1144FE...  
Name: Victor Mancebo

[Signature Page to Operating Agreement of TheraTrue Alabama LLC]

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**Schedule A – Schedule of Members****Operating Agreement  
of TheraTrue Alabama LLC**

<b>Name and Address of Member</b>	<b>Percentage Interest</b>	<b>Units</b>	<b>Capital Contribution</b>	<b>Profits Interest (Yes or No)</b>	<b>Threshold Amount, if a Profits Interest<sup>(1)</sup></b>	<b>Date of Grant<sup>(1)</sup></b>
Paul Judge [Address]	48%	48,000	\$48,000	No	N/A	Effective Date
Victor Mancebo [Address]	1%	1,000	\$1,000	No	N/A	Effective Date
Joseph Pettway [Address]	51%	51,000	\$51,000	No	N/A	Effective Date
<b>Total of all Members:</b>	<b>100%</b>	<b>100,000</b>	<b>\$100,000</b>			

<sup>(1)</sup> With respect to the Membership Interest represented by such Percentage Interest.

Date of latest revision of this Schedule A: The Effective Date

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### **Operating Agreement of TheraTrue Alabama LLC**

#### **Capital Accounts; Allocations of Adjusted Taxable Profit and Adjusted Taxable Loss**

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

“*Adjusted Capital Account Balance*” shall mean with respect to any Member, such Member’s Capital Account balance maintained in accordance with this Agreement, as of the end of the relevant Fiscal Year or other allocation period, after giving effect to the following adjustments:

(a) increase such Capital Account by any amounts that such Member is obligated to restore pursuant to any provision of this Agreement, is treated as obligated to restore pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(c), or is deemed obligated to restore pursuant to the penultimate sentences of Treasury Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) decrease such Capital Account by the items described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4) through (d)(6).

The foregoing definition of Adjusted Capital Account Balance is intended to comply with the provisions of Treasury Regulation Sections 1.704-1(b)(2)(ii)(d) and 1.704-2 and shall be interpreted consistently therewith.

“*Adjusted Taxable Profit*” and “*Adjusted Taxable Loss*” mean, as to any transaction or Fiscal Year or other allocation period, the taxable income or loss of the Company for United States federal income tax purposes, and each item of income, gain, loss or deduction entering into the computation thereof, with the following adjustments:

(a) Any tax-exempt income or gain of the Company that is not otherwise taken into account in computing Adjusted Taxable Profit or Adjusted Taxable Loss shall be deemed to increase the amount of such taxable income or decrease the amount of such loss;

(b) Any expenditures of the Company described in Section 705(a)(2)(B) of the Internal Revenue Code (or treated as such) and not otherwise taken into account in computing Adjusted Taxable Profit or Adjusted Taxable Loss shall decrease the amount of such taxable income or increase the amount of such loss; and

(c) In the event the Gross Asset Value of any Company asset is adjusted, (i) the amount of such adjustment (including an adjustment resulting from a distribution of such asset but excluding an adjustment resulting from a contribution of such asset) shall be taken into account in the same manner as gain or loss from the disposition of such asset for purposes of computing Adjusted Taxable Profit or Adjusted Taxable Loss, (ii) gain or loss resulting from any disposition of such asset with respect to which gain or loss is recognized for United States federal income tax purposes shall be computed by reference to the Gross Asset Value of such

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asset, and (iii) in lieu of the cost recovery or similar deductions taken into account with respect to any asset with a Gross Asset Value which differs from its adjusted basis under the Internal Revenue Code, such deductions shall be an amount equal to the Depreciation with respect to such asset.

“*Company Minimum Gain*” has the meaning set forth for “partnership minimum gain” in Treasury Regulation Sections 1.704-2(b)(2), (d), and (g).

“*Depreciation*” means, for each Fiscal Year of the Company or other period, an amount equal to the depreciation, depletion, amortization or other cost recovery deduction allowable under the Internal Revenue Code with respect to an asset for such Fiscal Year or other period; provided, however, that if the Gross Asset Value of an asset differs from its adjusted basis for United States federal income tax purposes at the beginning of such Fiscal Year or other period, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the United States federal income tax depreciation, amortization or other cost recovery deduction with respect to such asset for such Fiscal Year or other period bears to such beginning adjusted tax basis; and provided further that if the United States federal income tax depreciation, amortization or other cost recovery deduction for such Fiscal Year or other period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by Manager Approval.

“*Gross Asset Value*” means, with respect to any asset, such asset’s adjusted basis for United States federal income tax purposes, except as follows:

(a) the Gross Asset Value of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by Manager Approval in accordance with the Internal Revenue Code, as of the following times: (i) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis capital contribution; (ii) the distribution by the Company to a Member of more than a de minimis amount of Company assets as consideration for an interest in the Company, including, without limitation, in connection with the withdrawal of a Member; (iii) the grant of an interest in the Company (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company by a new or existing Member acting in a Member capacity or in anticipation of becoming a Member; (iv) in connection with the issuance by the Company of a noncompensatory option (other than an option for a de minimis interest); and (v) the liquidation of the Company within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (i) through (iv) of this sentence shall not be made if the Managers, acting by Manager Approval, determine that such adjustments are not necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(b) the Gross Asset Value of any Company asset (other than cash) distributed in kind to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution, as determined by Manager Approval in accordance with the Internal Revenue Code;

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(c) the initial Gross Asset Value of any asset contributed to the Company shall be adjusted to equal its gross fair market value at the time of its contribution, as determined by Manager Approval in accordance with the Internal Revenue Code; and

(d) the Gross Asset Value of Company assets shall otherwise be determined or adjusted, in the discretion of the Managers, acting by Manager Approval, as required or permitted for purposes of maintaining Capital Accounts under the Internal Revenue Code.

If the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraph (a), (c) or (d) above, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Adjusted Taxable Profit or Adjusted Taxable Loss and as otherwise required by Treasury Regulation Section 1.704-1(b)(2)(iv)(g).

“*Internal Revenue Code*” means the United States Internal Revenue Code of 1986, as amended from time to time, and any regulations, including temporary regulations, promulgated thereunder, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

“*Member Nonrecourse Debt*” has the same meaning as the term “partner nonrecourse debt” set forth in Treasury Regulation Section 1.704-2(b)(4).

“*Member Nonrecourse Debt Minimum Gain*” means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulation Section 1.704-2(i).

“*Nonrecourse Deductions*” shall have the meaning set forth in Treasury Regulation Sections 1.704-2(b)(1) and 1.704-2(c).

“*Nonrecourse Liability*” shall have the meaning set forth in Treasury Regulation Section 1.704-2(b)(3).

“*Partnership Tax Audit Rules*” means Sections 6221 through 6241 of the Internal Revenue Code, as amended by the Bipartisan Budget Act of 2015, together with any Treasury Regulations and guidance issued thereunder or successor provisions, and any similar provision of state or local tax laws, including any Treasury Regulations, guidance or provisions issued or enacted after the date hereof.

“*Treasury Regulations*” means the United States income tax regulations, including temporary regulations, promulgated under the Internal Revenue Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

**2. Capital Accounts.** A capital account shall be maintained for each Member (a “Capital Account”) that shall be:

(a) increased by (i) any capital contributions made to the Company by such Member pursuant to this Agreement and (ii) any amounts in the nature of income or gain

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allocated to the Capital Account of such Member pursuant to this Schedule B based on such Member's ownership of an interest in the Company;

(b) decreased by (i) the cash and fair market value of other property distributed to the Member and (ii) any amounts in the nature of loss or expense allocated to the Capital Account of such Member pursuant to this Schedule B based on such Member's ownership of an interest in the Company; and

(c) otherwise adjusted in accordance with this Agreement and for such other matters as the Managers, acting by Manager Approval, may reasonably determine appropriate, in all events in accordance with applicable provisions of the Internal Revenue Code.

### **3. General Allocations.**

(a) General Application. The rules set forth below in this Section 3 of this Schedule B shall apply for the purposes of determining each Member's allocable share of the items of income, gain, loss or expense of the Company comprising Adjusted Taxable Profit or Adjusted Taxable Loss for each Fiscal Year or other period, determining special allocations of other items of income, gain, loss and expense, and adjusting the balance of each Member's Capital Account to reflect these general and special allocations. For each Fiscal Year or other period, any required special allocations in Section 4 of this Schedule B shall be made immediately prior to the general allocations of Section 3(b) of this Schedule B.

(b) General Allocations. The items of income, gain, loss, and expense comprising Adjusted Taxable Profit or Adjusted Taxable Loss for a Fiscal Year or other period shall be allocated among the Members during such Fiscal Year or other period in a manner that will, as nearly as possible, cause the Capital Account balance of each Member at the end of such Fiscal Year or other period to equal:

(i) the amount of the hypothetical distribution (if any) that such Member would receive if, on the last day of the Fiscal Year or other period, (A) all Company assets, including cash, were sold for cash equal to their Gross Asset Values, as determined by Manager Approval, taking into account any adjustments thereto for such Fiscal Year or other period, (B) all Company liabilities were satisfied in cash according to their terms (limited, with respect to each Nonrecourse Liability, to the Gross Asset Value, as determined by Manager Approval, of the assets securing such liability), and (C) the net proceeds thereof (after satisfaction of such liabilities) were distributed in full in accordance with Section 10.2, minus

(ii) the sum of (A) the amount, if any, which such Member is obligated (or deemed obligated) to restore to such Member's Capital Account, (B) such Member's share of the Company Minimum Gain determined pursuant to Treasury Regulations Section 1.704-2(g), and (C) such Member's share of Member Nonrecourse Debt Minimum Gain determined pursuant to Treasury Regulations Section 1.704-2(i)(5), all computed immediately prior to the hypothetical sale described in Section 3(b)(i) of this Schedule B.

(c) The Managers, acting by Manager Approval, may modify the allocations otherwise provided for in this Section 3 of this Schedule B or offset prior allocations provided for in Section 4 of this Schedule B, including by specially allocating items of gross income, gain,

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deduction, loss or expense among the Members, so that such modifications or offsets will cause the Capital Accounts of the Members to reflect more closely the Members' relative economic interests in the Company as set forth in this Agreement.

(d) Except as required by the Act or this Agreement, no Member shall be obligated to the Company, to any other Member, or to any third party to restore or repay any deficit in its Capital Account.

**4. Special Allocations.** The following special allocations shall be made in the following order:

(a) *Minimum Gain Chargeback.* In the event that there is a net decrease during a Fiscal Year or other period in either Company Minimum Gain or Member Nonrecourse Debt Minimum Gain, then notwithstanding any other provision of this *Schedule B*, each Member shall receive such special allocations of items of Company income and gain for such Fiscal Year or other period (and, if necessary, subsequent Fiscal Years or other periods) as are required in order to conform to Treasury Regulation Section 1.704-2. The items to be so allocated shall be determined in accordance with Treasury Regulation Section 1.704-2.

(b) *Qualified Income Offset.* Subject to Section 4(a) of this *Schedule B*, but notwithstanding any provision of this *Schedule B* to the contrary, items of income and gain shall be specially allocated to the Members in a manner that complies with the "qualified income offset" requirement of Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(3).

(c) *Deductions Attributable to Member Nonrecourse Debt.* Any item of Company loss or expense that is attributable to Member Nonrecourse Debt shall be specially allocated to the Members in the manner in which they share the economic risk of loss (as defined in Treasury Regulation Section 1.752-2) for such Member Nonrecourse Debt.

(d) *Allocation of Nonrecourse Deductions.* Each Nonrecourse Deduction of the Company shall be allocated among the Members in accordance with the partners' interests in the partnership within the meaning of Treasury Regulation Sections 1.704-2(b)(1) and 1.704-1(b)(3).

(e) *Loss Limitation.* Adjusted Taxable Losses allocated to a Member pursuant to this *Schedule B* shall not exceed the maximum amount of Adjusted Taxable Losses that can be allocated to such Member without causing such Member to have a negative Adjusted Capital Account Balance at the end of any Fiscal Year or other allocation period in which any other Member does not have a negative Adjusted Capital Account Balance.

(f) The allocations set forth in Section 4(a) through Section 4(e) of this *Schedule B* are intended to comply with Treasury Regulation Sections 1.704-1(b) and 1.704-2 and shall be interpreted consistently with this intention. Any terms used in such provisions that are not specifically defined in this Agreement shall have the meaning, if any, given such terms in such Treasury Regulations.

(g) If during any Fiscal Year of the Company there is a change in any Member's interest in the Company, allocations of income or loss for such Fiscal Year shall take

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into account the varying interests of the Members in the Company in a manner consistent with the requirements of Section 706 of the Internal Revenue Code.

### **5. Tax Allocations.**

(a) *Section 704(b) Allocations.* Subject to Section 5(b) and Section 5(c) of this *Schedule B*, each item of income, gain, loss, or deduction for United States federal income tax purposes that corresponds to an item of income, gain, loss or expense that is either taken into account in computing Adjusted Taxable Profit or Adjusted Taxable Loss or is specially allocated pursuant to Section 4 of this *Schedule B* (a “Book Item”) shall be allocated among the Members in the same proportion as the corresponding Book Item is allocated among them pursuant to Section 3 or Section 4 of this *Schedule B*.

(b) *Section 704(c) Allocations.* In the event any property of the Company is credited to the Capital Account of a Member at a value other than its tax basis, then allocations of items of taxable income, gain, loss, deduction and credit with respect to such property shall be made, solely for tax purposes, in a manner which complies with the requirements of Sections 704(b) and 704(c) of the Internal Revenue Code, as determined by Manager Approval. Such allocations also shall be made by the Company to any former Member to the extent applicable, as determined by Manager Approval. The allocation to a Member of items of taxable income, gain, loss, deduction and credit of the Company also shall be adjusted to reflect any election under Section 754 of the Internal Revenue Code.

(c) *Capital Accounts.* The tax allocations made pursuant to this Section 5 of this *Schedule B* shall be solely for tax purposes and shall not affect any Member’s Capital Account or share of non-tax allocations or distributions under this Agreement.

### **6. Tax Matters Person; Tax Audits.**

(a) The Managers, by Manager Approval, will designate one Member to be the “tax matters partner” of the Company within the meaning of Section 6231(a)(7) of the Internal Revenue Code, as in effect prior to the effective date of the Partnership Tax Audit Rules (or any similar provision of state or local tax law), to the extent such role as “tax matters partner” remains relevant with respect to state or local taxes. The Managers, by Manager Approval, will designate one Manager (who may or may not be a Member) to be the “partnership representative” of the Company within the meaning of Section 6223 of the Internal Revenue Code (or any successor provision or similar provision of state or local tax law). The designated “tax matters partner” or “partnership representative,” as applicable, is referred to herein as the “Tax Matters Person.” If the Tax Matters Person is not a natural person, the Tax Matters Person shall act through a “designated individual” who is an eligible individual duly serving at the direction of and appointed by the Tax Matters Person pursuant to (or in the manner described in) Treasury Regulations promulgated under Section 6223 of the Code (or any successor provision or similar provision of state or local tax law). Each Member hereby consents to any such designations of the Tax Matters Person and agrees that, upon the request of the Tax Matters Person, such Member shall execute, certify, acknowledge, deliver, swear to, file and record at the appropriate public offices such documents as may be necessary or appropriate to evidence such consent. The Tax Matters Person as of the Effective Date is Paul Judge.

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(b) The Tax Matters Person shall have the right and obligation to take all actions authorized or required, respectively, by applicable law for a “tax matters partner” or “partnership representative,” as applicable, but subject to the restrictions and limitations set forth in this Agreement. Without limiting the generality of the foregoing, the Tax Matters Person shall have the sole discretion to determine all matters, and shall be authorized to take any actions necessary, with respect to any audit, examination or investigation of the Company by any taxing authority (including any judicial or administrative proceeding related thereto), and whether to cause the Company to make any available election under the Partnership Tax Audit Rules with respect to any audit or other examination of the Company relating to taxes.

(c) Each Member shall promptly upon request furnish to the Tax Matters Person any information that the Tax Matters Person may reasonably request in connection with (i) the preparation or filing of any tax returns of the Company, (ii) any tax election of the Company (and the Company’s and Member’s compliance with any such election), or (iii) any audit, examination or investigation of the Company by any taxing authority (including any judicial or administrative proceeding related thereto). No Member shall, without the consent of the Tax Matters Person, (A) file a request for administrative adjustment of Company items, (B) file a petition with respect to any Company item or other tax matters involving the Company, or (C) enter into a settlement agreement with any taxing authority with respect to any Company items.

(d) Without limiting the foregoing, at the request of the Tax Matters Person in connection with an adjustment of any item of income, gain, loss, deduction or credit of the Company or any partnership in which the Company invests, directly or indirectly, each Member shall promptly file one or more amended returns in the manner contemplated by Section 6225(c) of the Internal Revenue Code (or any successor provision or similar provision of state or local tax law) and pay any tax due with respect to such returns or, if so requested by the Tax Matters Person, comply with the procedures described in Section 6225(c)(2)(B) of the Internal Revenue Code (or successor provision thereto), which procedures avoid the need for the filing of amended tax returns by the Members. If the Tax Matters Person causes the Company to make an election pursuant to Section 6226 of the Internal Revenue Code (or any successor provision or similar provision of state or local tax law) with respect to an “imputed underpayment,” each Member shall comply with the applicable requirements under the Internal Revenue Code and applicable Treasury Regulations (or any similar provision of state or local tax law). At the request of the Tax Matters Person, each Member shall provide the Tax Matters Person and the Company with any information available to such Member and with such representations, certificates or forms relating to such Member (or its direct or indirect owners or account holders) and any other documentation, in each case, that the Tax Matters Person determines, in its sole discretion, are necessary to make an election under Section 6221(b)(1) of the Internal Revenue Code (or any successor provision or similar provision of state or local tax law), to modify an “imputed underpayment” under Section 6225(c) of the Internal Revenue Code (or any successor provision or similar provision of state or local tax law), or to take any other actions or make any elections allowed to be taken or made under the Partnership Tax Audit Rules. Notwithstanding anything to the contrary in this Agreement, any information, representations, certificates, forms or documentation so provided may be disclosed to any applicable taxing authority.

(e) In the event that the Company is responsible for the payment of any “imputed underpayment” in respect of an administrative adjustment pursuant to Section 6225(a) of the

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## **Attachment 2**

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Internal Revenue Code (or any successor provision or similar provision of state or local tax law), the Tax Matters Person shall determine the treatment of, including the relative obligations of the Members with respect to any amounts paid by the Company to any taxing authority with respect to, such “imputed underpayment,” and each Member hereby agrees to satisfy in full such obligations as so determined.

(f) The Tax Matters Person shall have the right to retain professional assistance in respect of any audit of the Company (including any judicial or administrative proceeding related thereto), and all out-of-pocket expenses and fees incurred by the Tax Matters Person on behalf of the Company as Tax Matters Person shall be reimbursed by the Company

(g) The provisions of, and each Member’s obligations to comply with, the requirements of Section 6 of this Schedule B shall survive the Member’s ceasing to be a Member of the Company and the winding up, liquidation and dissolution of the Company, and any reference to “Member” in Section 6 of this Schedule B refers to a “current or former Member.”

**7. Tax Elections and Other Tax Decisions.** Subject to the provisions of this Schedule B, the Managers, acting by Manager Approval, shall have the authority to make any tax elections and other tax decisions with respect to the Company, to approve any returns regarding any foreign, federal, state or local tax obligations of the Company, and to make all determinations regarding the allocations contemplated by Schedule B.

**8. Tax Consequences.** The Members are aware of the income tax consequences of the allocations made by this Schedule B and hereby agree to be bound by the provisions of this Schedule B and this Agreement in reporting their shares of the Company’s income and loss for income tax purposes.

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## Attachment 3



### EIN Assistant

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

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

EIN Assigned: **92-0239962**

Legal Name: **THERATRUE ALABAMA LLC**

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

**We strongly recommend you print this page for your records.**

Click "Continue" to get additional information about using the new EIN.

Continue >>

#### Help Topics

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

**Attachment 4**

THE  
ALABAMA DEPARTMENT OF  
ECONOMIC AND COMMUNITY AFFAIRS  
OFFICE OF MINORITY BUSINESS ENTERPRISE  
FOR THE  
STATE OF ALABAMA  
GOVERNOR KAY IVEY



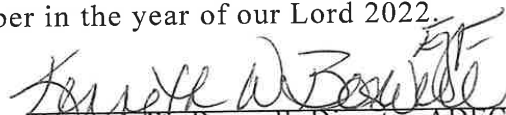
Hereby Declares That

**THERATRUE ALABAMA, LLC**

**Montgomery, Alabama**

has been certified as a minority-owned  
business in The State of Alabama.

Given under my hand, at the City of Montgomery,  
this the 8th day of December in the year of our Lord 2022.

  
Kenneth W. Boswell, Director ADECA

Certificate No. MBE-1222341-164 (Minority) This designation expires two years from the above date.

## Attachment 5

OFFICE OF THE GOVERNOR

**KAY IVEY**  
GOVERNOR



STATE OF ALABAMA

ALABAMA DEPARTMENT OF ECONOMIC  
AND COMMUNITY AFFAIRS

**KENNETH W. BOSWELL**  
DIRECTOR

December 8, 2022

Mr. Victor Mancebo  
TheraTrue Alabama, LLC  
2 North Jackson Street, Suite 605  
Montgomery, Alabama 36104

Dear Mr. Mancebo:

This letter serves to advise you that your business meets the criteria of a minority-owned business enterprise in accordance with the Office of Minority Business Enterprise of the State of Alabama. Please find your certificate enclosed. **Your certification must be renewed within two years of the date shown on your certificate.**

Thank you for your cooperation in completing the application and submitting the supporting documentation. Federal rules and regulations may require further verification prior to participation in some of the programs provided by both federal and state agencies. This certification does not guarantee that your company will automatically receive assistance from the State of Alabama or any other business therein.

If you require additional assistance with your efforts to conduct business with the State of Alabama, you may contact Mr. Scott Stewart at (334)353-3966.

Sincerely,

A handwritten signature in black ink that reads "Kenneth W. Boswell".

Kenneth W. Boswell  
Director

KWB:WSS:cag  
Enclosure



**Attachment 5**

50 North Ripley Street  
Montgomery, AL 36132

revenue.alabama.gov



December 13, 2022

Letter Id: L0307164512

**ONLINE FILING INFORMATION**

Dear THERATRUE ALABAMA LLC,

Business Income Tax account taxpayers may now use the My Alabama Taxes (MAT) website for convenient access to make payments or view online account information. In order to access the online information, you will need the information listed below.

<b>TAX TYPE</b>	<b>TAX CODE</b>	<b>ACCOUNT NUMBER</b>	<b>SIGN ON ID</b>	<b>ACCESS CODE</b>
Business Income Tax	IC	R011583983	002864793	19327586

This account information is confidential and should not be disclosed to unauthorized persons. Please register your account at [www.myalabamataxes.alabama.gov](http://www.myalabamataxes.alabama.gov). If you have any questions and wish to speak to an Alabama Department of Revenue (ADOR) representative, please call 1-800-322-4106 and select option 6.

E-Pay Only: The MAT website offers a 'Pay a Bill I've Received' feature, giving taxpayers the capability to make electronic payments without pre-registration for corporate income tax due.

Section 41-1-20, Code of Alabama 1975 requires taxpayers making a payment of \$750 or more to remit such payment electronically. The Department also encourages electronic participation for payments less than \$750.

STATE OF ALABAMA DEPARTMENT OF REVENUE  
INCOME TAX ADMINISTRATION  
CORPORATE INCOME TAX DIVISION  
P.O. BOX 327430  
MONTGOMERY, AL 36132-7430

FORWARDING SERVICE REQUESTED

L0307164512

ATTN PAUL JUDGE  
THERATRUE ALABAMA LLC  
4062 PEACHTREE RD NE STE A300  
BROOKHAVEN, GA 30319-3021

# Exhibit 12 – Business License and Authorization of Local Authorities

## Verification

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

Victor Mancebo

Chief Executive Officer

Printed Name of Verifying Individual

Title of Verifying Individual



12/30/2022

Signature of Verifying Individual

Verification Date

## Exhibit 12 Summary

TheraTrue Alabama LLC (“Applicant”) is a 100% minority-owned business, certified by the Office of Minority Business Enterprise at the Alabama Department of Economic and Community Affairs, with roots in both the medical cannabis industry and the State of Alabama. Applicant has assembled a team of qualified business leaders that include seasoned executives with over 157 years of cannabis experience, specifically 43 years for vertically integrated businesses. Additionally, Applicant’s processing team has over 66 years in cultivation experience, 72 years in processing experience, 26 years in secure transporting and logistics experience, and 27 years in retail experience.

In this exhibit, Applicant will provide certified copies of the Applicant’s business license, as applicable, or supporting documentation including:

- Explanations for not receiving Business Licenses, where applicable
- Zoning Verification Letters
- County Business License
- Mayoral Letters of Support

Additional, in this exhibit, Applicant provides 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.

The following Table of Contents provides an overview of items included in this Exhibit.

*(see next page)*

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**12.1** - Applicant proposes locating its integrated cultivation and processing facility (“production facility”) in Demopolis, Alabama. Applicant additionally proposes locating each of its allowed five (5) dispensary locations, respectively, in Birmingham, Montgomery, Mobile, Northport, and Gadsden. Pursuant to Ala. Code §20-2A-67(f), each of the five (5) proposed sites listed here are located in different counties. Applicant provides certified copies of the Applicant’s business license for jurisdictions where it plans to locate, as applicable, in the following identified Attachments. In the instance that Applicant has not yet secured a business license, an explanation as to why, respective to each location, is provided.

- Demopolis
  - Applicant submitted a business license application to the City. Applicant was notified by City that it would not be issuing business licenses. Applicant provides, at **Attachment 1**, Zoning Verification Letters. Page one is a “Statement of Land Use and Zoning” letter signed by Demopolis Mayor Woody Collins confirming “there is nothing in the City’s zoning or land use ordinances that would impede the use of the parcel for medical cannabis cultivation, processing, and secure transportation/distribution, as those terms are defined in Act No. 2021-450 and that such is a permitted use within Light Industrial Zoning District.”
  - Applicant understands that the City of Demopolis will not issue business licenses prior to Applicant receiving an Integrated Facility License. To provide evidence of this, Applicant provides as the second page of Attachment 1, a Zoning Verification Letter signed by Sam Gross, City Clerk for the City of Demopolis, for Applicant’s proposed location addressing the unavailability of business licenses, and states “[the Medical Cannabis business]...is eligible to apply for a City of Demopolis business license only after the applicant has a provisional Integrated Facility license... from the Alabama Medical Cannabis Commission.”
  
- Birmingham

- Applicant attempted to submit a business to the city however instructions on the Business License application say no business license will be issued for an entity regulated by a state board until the business receives approval to operate by the state board. As such, no city business license was received.
  - Applicant understands that the City of Birmingham will not issue business licenses prior to Applicant receiving an Integrated Facility License, however Applicant further sought a business license from Jefferson County for the proposed location. Applicant attaches as **Attachment 2** its Jefferson County Business License, License no. 002222860.
  - Additionally, Applicant has received written support from the Mayor of Birmingham included as a letter of support for Applicant's proposed business in the city. Mayor Randal Woodfin states, "I support and endorse TheraTrue's application for a fully integrated cannabis license, and I look forward to welcoming them to the City of Birmingham.." The letter is shown at **Attachment 3**.
- Montgomery
    - Applicant attempted to submit a business license, however was informed by City staff that Applicant could not receive a business license until it received licensure from the Alabama Medical Cannabis Commission.
    - Applicant understands that the City of Montgomery will not issue business licenses prior to Applicant receiving an Integrated Facility License, however to further establish approval for Applicant's business presence, Applicant provides a "Zoning Confirmation Letter" signed by Thomas M. Tyson, Land Use Control Administrator for the City of Montgomery, advising that Applicant's proposed site "is in a B-12 (Commercial) Zoning District, which allows a medical cannabis dispensary." The Zoning Confirmation Letter is shown at **Attachment 4**.
    - Additionally, Applicant has received written support from the Mayor of Montgomery included as a letter of support for Applicant's proposed business in the city. Mayor Steven Reed states, "This project would be a

welcomed addition to our community. I fully support TheraTrue's application for an Integrated Facility License and hope it will be favorably approved." The letter is shown at **Attachment 5**.

- Mobile
  - Applicant attempted to submit a business license, and was informed by City staff that Applicant could not receive a business license until it received licensure from the Alabama Medical Cannabis Commission.
  - Applicant understands that the City of Mobile will not issue business licenses prior to Applicant receiving an Integrated Facility License, however to further establish approval for Applicant's business presence, Applicant provides a "Zoning Certification Letter" signed by Payton Rogers, Planer II for the City of Mobile's Planning & Zoning Department, advising that Applicant's proposed site is "zoned B-2, Neighborhood Business District, and.... [u]se of the property as a medical marijuana dispensary is allowed by right in this zoning district under the Unified Development Code (UDC), which will be the Zoning Ordinance applicable to the City of Mobile in the future, subject to compliance with all State and Federal regulations." The letter further states, "To the best of our knowledge the site is considered legal conforming and there are no outstanding zoning violations at this time." The Zoning Certification Letter is shown at **Attachment 6**.
  
- Northport
  - Applicant's proposed site in the City of Northport is part of a new, multi-tenant commercial development. The proposed site is currently under construction. Applicant submitted a business license application to the City but was notified by the City's Business License Department that no building exists for them to inspect, and as such, they cannot grant a business license.
  - To provide confirmation that a business license cannot yet be issued and establish approval for Applicant's business presence, Applicant provides a

Letter “RE: Business License for Operation of Medical Cannabis Facility” signed by Chris Cunningham, Assistant City Attorney for the City of Northport, confirming that Applicant’s proposed site for a medical cannabis facility “is zoned appropriately for such use” and that the City “has identified no impediments to the issuance of a business license for the intended use at the intended location-upon completion of any necessary facility construction or modification, issuance of a certificate of occupancy, and as otherwise allowable under the laws of the State of Alabama.” This letter is shown at **Attachment 7**.

- Gadsden
  - Applicant attempted to submit a business license and was informed by City staff that Applicant could not receive a business license until it received licensure from the Alabama Medical Cannabis Commission.
  - Applicant understands that the City of Gadsden will not issue business licenses prior to Applicant receiving an Integrated Facility License. To further establish approval for Applicant’s business presence, Applicant provides, a Zoning Verification Letter, signed by Tina P. Cody, Zoning Administrator for the City of Gadsden Planning Department, for its proposed location stating, “A Medical Cannabis Dispensary... is eligible to apply for a City of Gadsden business license only after the applicant has received a provisional Integrated Facility license or a provisional Medical Cannabis Dispensary license, as may be applicable, from the Alabama Medical Cannabis Commission.” The letter is shown at **Attachment 8**.
  - Additionally, Applicant has received written support from the Mayor of Gadsden included as a letter of support “express[ing] support for this applicant to open and operate a medical cannabis facility in Gadsden.” The Mayor states, “I feel their business will be beneficial to Gadsden residents and the goals of the state.” The letter is shown at **Attachment 9**.



**12.2** - Applicant's proposed locations, detailed above, are in cities that allow medical cannabis uses. Applicant provides copies of the relevant 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 in the following identified attachments. In the instance that a resolution or ordinance is not available an explanation as to why is provided.

### **Cultivation/Processing/Secure Transportation Facility**

- Demopolis: In reference to Ala. Code §20-2A-51(c ), Applicant understands that while dispensing sites must be authorized by ordinance by a municipal governing body, no such requirement is stated for cultivation/processing sites. As such, the City of Demopolis does not currently have an ordinance or resolution approving our specific cannabis use. However, to ensure Applicant has received appropriate approval for its business presence, Applicant provides, as **Attachment 10**, a "Statement of Land Use and Zoning" letter signed by Demopolis Mayor Woody Collins confirming "there is nothing in the City's zoning or land use ordinances that would impede the use of the parcel for medical cannabis cultivation, processing, and secure transportation/distribution, as those terms are defined in Act No. 2021-450 and that such is a permitted use within Light Industrial Zoning District." Further, page 2 of **Attachment 10**, is a Zoning Verification Letter signed by Sam Gross, City Clerk for the City of Demopolis, stating the subject property "is located within the corporate limits of the City of Demopolis and has a zoning designation of 1-1 Light Industrial District." The letter further confirms "The City of Demopolis Zoning Ordinance allows for Medical Cannabis [Facilities] as a "use by right" in this zone."

### **Dispensing Facilities**

- Birmingham
  - To establish zoning approval for Applicant's business presence, Applicant provides a Zoning Confirmation Letter, ZCL#2022-00192, signed by Kimberly D. Speorl, Zoning Administrator for the City of Birmingham,

advising that Applicant's proposed site "is in a B-12 (Commercial) Zoning District, which allows a medical cannabis dispensary." The Zoning Confirmation Letter is shown at **Attachment 11**.

- The Zoning Confirmation Letter further contains Ordinance No. 22-142, authorizing the operation of dispensing sites within the city (adopted by Council October 4<sup>th</sup>, 2022 and approved by the Mayor on October 6<sup>th</sup>, 2022), and Ordinance 22-162, amending Birmingham's Zoning Ordinance to include Medical Cannabis Dispensaries under Medical Uses, in Chapter 4: Land Use Development Standards, Article II: Uses Permitted with Conditions (PC) Section 4: Medical Uses. Both stated ordinances are enclosed within **Attachment 11**.
  
- Montgomery
  - Pursuant to Ala. Code §20-2A-51(c)(2), the City of Montgomery has authorized the operation of dispensing sites within the city by Ordinance No. 63-2021 as adopted by Council and signed by the Mayor on December 7<sup>th</sup>, 2022. Applicant provides a copy of Ordinance No. 63-2021 at **Attachment 12**.
  - To further establish approval for Applicant's business presence, Applicant provides a "Zoning Confirmation Letter" signed by Thomas M. Tyson, Land Use Control Administrator for the City of Montgomery, advising that Applicant's proposed site "is in a B-12 (Commercial) Zoning District, which allows a medical cannabis dispensary." The Zoning Confirmation Letter is shown at **Attachment 13**.
  
- Mobile
  - Pursuant to Ala. Code §20-2A-51(c)(2), the City of Mobile has authorized the operation of dispensing sites within the city by Ordinance No. 01-062 as approved by Council on December 13<sup>th</sup>, 2022. Applicant provides a copy of Ordinance No. 01-062 at **Attachment 14**.

- To further establish zoning approval for Applicant’s business presence, Applicant provides a “Zoning Certification Letter” signed by Payton Rogers, Planer II for the City of Mobile’s Planning & Zoning Department, advising that Applicant’s proposed site is “zoned B-2, Neighborhood Business District, and.... [u]se of the property as a medical marijuana dispensary is allowed by right in this zoning district under the Unified Development Code (UDC), which will be the Zoning Ordinance applicable to the City of Mobile in the future, subject to compliance with all State and Federal regulations.” The letter further states, “To the best of our knowledge the site is considered legal conforming and there are no outstanding zoning violations at this time.” The Zoning Certification Letter is shown at **Attachment 15**.
  
- Northport
  - Pursuant to Ala. Code §20-2A-51(c )(2), the City of Mobile has authorized the operation of dispensing sites within the city by Ordinance No. 2158 as approved by Council and the Mayor on October 24<sup>th</sup>, 2022. Applicant provides a copy of Ordinance No. 2158 at **Attachment 16**.
  - To further establish zoning approval for Applicant’s business presence, Applicant provides a Zoning Confirmation Letter signed by Meredith Mullins, Planner 1 in the Planning and Inspections Department for the City of Northport, confirming that Applicant’s proposed site is “zoned C-6 ‘Highway commercial...’” and that “Legal medicinal cannabis dispensaries are a permitted use within this zoning district.” The Zoning Confirmation Letter is shown at **Attachment 17**.
  
- Gadsden
  - Pursuant to Ala. Code §20-2A-51(c )(2), the City of Gadsden has authorized the operation of medicinal cannabis dispensing sites within the city by Ordinance No. O-37-22 as approved by Council and signed by the Mayor on

October 11<sup>th</sup>, 2022. Applicant provides a copy of Ordinance No. O-37-22 at **Attachment 18.**

- Pursuant to Ala. Code §20-2A-51(c)(3), the City of Gadsden additionally adopted Ordinance No. O-49-22 to establish zoning districts for medical cannabis uses on December 13, 2022. Applicant provides a copy of Ordinance No. O-49-22 amending the existing zoning ordinance to permit medical cannabis at **Attachment 19.**
- To further establish approval for Applicant's business presence, Applicant provides a Zoning Verification Letter, signed by Tina P. Cody, Zoning Administrator for the City of Gadsden Planning Department, for its proposed location stating Applicant's proposed site "has a zoning designation of B-2, General Business District..." and that "The City of Gadsden Chart of Permitted Uses, Chapter 130, Section 312(f) allows for a Medical Cannabis Dispensary as a "use by right" in a B-2, General Business District." The Zoning Verification Letter is shown at **Attachment 20.**

*(see next page)*

# Attachment 1



December 7, 2022

TheraTrue Alabama, LLC  
c/o Victor E. Mancebo  
4062 Peachtree Road NE, Suite: A300  
Atlanta, GA 30319

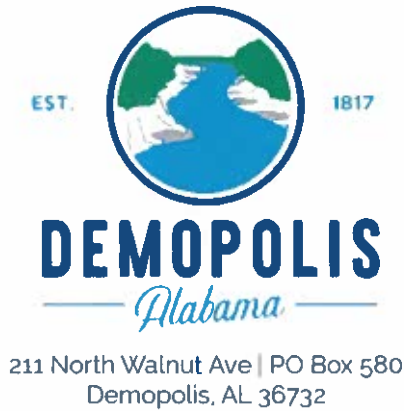
Re: Statement of Land Use and Zoning  
Tax Parcel No. 48 01 09 32 0 007 002.004  
101 Lloyd Dollar Drive, Demopolis, AL 36732

Dear TheraTrue Alabama, LLC:

In response to your request for a statement of land use and zoning for Tax Parcel No. 48 01 09 32 0 007 002.004, the subject property is located in the incorporated limits of the City of Demopolis, Alabama, and an I-1 Light Industrial Zoning District.

The subject property was formerly used as a food processing center and is presently unoccupied. This letter confirms there is nothing in the City's zoning or land use Ordinances that would impede the use of the parcel for medical cannabis cultivation, processing, and secure transportation/distribution, as those terms are defined in Act No. 2021-450 and that such is a permitted use within Light Industrial Zoning District.

Thank you,  
  
Woody Collins



December 30, 2022

TheraTrue Alabama LLC  
4062 Peachtree Road NE, Suite A300  
Atlanta, GA 30319

RE: Zoning Verification Letter  
101 Lloyd Drive  
Demopolis, AL 36732

To Whom It May Concern:

The subject property is located at 101 Lloyd Drive, Demopolis, Alabama. 36732, is located within the corporate limits of the City of Demopolis and has a zoning designation of I-1 Light Industrial District. The City of Demopolis Zoning Ordinance allows for Medical Cannabis Dispensaries as a "use by right" in this zone. This letter does not exempt this use or property from the requirements for permitting or licensing.

A Medical Cannabis Dispensary, as proposed to be located at the above address being a "use by right" in an I-1 Light Industrial District, is eligible to apply for a City of Demopolis business license only after the applicant has a provisional Integrated Facility license or a provisional Medical Cannabis Dispensary license, as may be applicable, from the Alabama Medical Cannabis Commission.

Should you have further questions, please contact me at 334.289.0577.

Respectfully,

Sam Gross  
City Clerk

# Attachment 2

# JEFFERSON COUNTY

License Type: Integrated Facility

ACCOUNT NO:  
223550-BUSJ

LICENSE NO:  
00222860

LICENSE YEAR  
2022-2023

Expires: September 30, 2023

Issued Date: December 28, 2022

ISSUED TO:  
THERATRUE ALABAMA LLC  
4062 PEACHTREE RD NE  
SUITE A300  
ATLANTA, GA 30319

LOCATION:  
THERATRUE ALABAMA LLC  
4062 PEACHTREE RD NE  
SUITE A300  
ATLANTA, GA 30319

THE ENTITY INDICATED ABOVE, HAVING PAID THE REQUIRED LICENSE TAX TO THE DIRECTOR OF REVENUE OF JEFFERSON COUNTY, IS HEREBY ISSUED THIS LICENSE, UNDER JEFFERSON COUNTY ORDINANCE NO. 1801:

Schedule	Class of License
JCBL	Jefferson County Bus Lic

Licenses paid by check are void if check not honored upon first presentation to the bank.

DATE _____ <b>TRANSFER OF LICENSE</b> EVIDENCE HAVING BEEN PRESENTED TO ME THAT A BONA FIDE SALE OF THE BUSINESS LICENSED BY THIS CERTIFICATE HAS BEEN MADE. THIS LICENSE IS TRANSFERRED FOR THE UNEXPIRED PERIOD TO: _____ Purchaser _____ Director of Revenue	Travis A. Hulseay, Director
--	-----------------------------

RENEW LICENSE

OCTOBER 1st THROUGH OCTOBER 31st

Exhibit 12 - Business License and Authorization of Local Authorities

*Payments Applied*

<b>Account #</b>	<b>Account Type</b>		<b>Paid By</b>	<b>Reference #</b>	
223550-BUSJ	Jefferson County Busin	10,886,508	Cash		-50.00
					<hr/>
					-50.00





# CITY OF BIRMINGHAM

PUTTING PEOPLE FIRST

OFFICE OF THE MAYOR

December 9, 2022

Alabama Medical Cannabis Commission  
RSA Dexter Avenue Building  
445 Dexter Avenue, Suite 8040  
Montgomery, AL 36104

To Whom it May Concern:

I am writing to support TheraTrue's application to operate a "fully integrated" cannabis license within the City of Birmingham. After meeting with the team from TheraTrue and reviewing their proposal, I endorse this business's application.

As the mayor of the City of Birmingham, it is my utmost priority to ensure the safety and security of our citizens. To that end, I have met with the team from TheraTrue. They have presented their business model, a plan for community safety and engagement, and an application for a "fully integrated" cannabis license. The director of the City's Department of Innovation and Economic Opportunity and his staff have also reviewed the submitted business plans and proposals. Throughout our review process, TheraTrue has expressed a full commitment to building and maintaining a respectful and caring relationship with the community. Moreover, TheraTrue's proposal demonstrates a clear commitment to operate within the parameters of the law. Thus, TheraTrue's resolve to coordinate with local officials, law enforcement, and the community bodes well for a positive relationship. This project will be a welcomed addition to our community.

I support and endorse TheraTrue's application for a fully integrated cannabis license, and I look forward to welcoming them to the City of Birmingham.

Sincerely,

A handwritten signature in black ink that reads "Randal L. Woodfin".

Randal L. Woodfin,  
Mayor

# Attachment 4



City of **Montgomery**, Alabama

Land Use Division  
Thomas M. Tyson, Jr.

Steven L. Reed  
Mayor

City Council Members

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

December 15, 2022

Victor Macebo  
TheraTrue Alabama, LLC  
4062 Peachtree Rd. NE, Suite A300  
Atlanta, GA 30319

**RE: 9 & 13 Holliday Drive**

Dear Sir or Madam:

This is to advise you that the property located at 9 & 13 Holliday Drive, is in a B-2 (Commercial) Zoning District, which allows a medical cannabis dispensary.

There are no variances, special exceptions or open 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



## Attachment 5

City of **Montgomery**, Alabama

December 9, 2022

Alabama Medical Cannabis Commission  
RSA Dexter Avenue Building  
445 Dexter Avenue, Suite 8040  
Montgomery, AL 36104  
United States

Dear Director John McMillan

I am writing today to provide written verification of my support of the application of TheraTrue to operate an Integrated Facility License in Montgomery, Alabama. After reviewing their proposal, their commitment to advancing safe and legal access to medical marijuana is clear. I strongly endorse this proposed business.

As the Mayor of Montgomery, Alabama, my utmost priority is the safety of our citizens. I am confident that TheraTrue will provide a safe and secure environment for our community. I recognize that the introduction of an Integrated Facility License can present both real and potential issues, but it is clear to me that this team has gone to great lengths to alleviate these concerns. The highly professional team introduced their proposed facility and security plans that made it clear that security will be monitored, installed, and maintained in full compliance with state laws and regulations. We value their eagerness to work with law enforcement and the community in addressing any concerns and questions regarding potential safety and security issues. I feel very confident that TheraTrue will provide a safe and secure environment for the community of Montgomery.

I have met with the TheraTrue team, and they presented their business model and their plans to apply for an Integrated Facility License. The organization has assembled an impressive team of Alabama residents, business, medical cannabis, agriculture, and security professionals. TheraTrue's dedication to becoming a respectful and caring member of the community is obvious. Further, this organization's proposal demonstrates a clear commitment to operate within the parameters of the law. Their continuing commitment to coordinate with local officials, law enforcement, and the community ensures that we will work together in a positive manner for years to come. This project would be a welcomed addition to our community.

I fully support TheraTrue's application for an Integrated Facility License and hope it will be favorably approved. I do not doubt that TheraTrue will be a responsible and contributing member of our community, and I look forward to welcoming them to Montgomery.

Sincerely,

Steven L. Reed  
Mayor, City of Montgomery



**THE CITY OF MOBILE, ALABAMA  
PLANNING & ZONING DEPARTMENT**

**ZONING CERTIFICATION LETTER**

December 21, 2022

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

**RE: 6353 Cottage Hill Rd, Mobile, AL 36609  
Parcel Number: R023302043000044**

To Whom it May Concern:

This is to certify that the above-referenced property is zoned B-2, Neighborhood Business District, and may be used for any conforming use, subject to compliance with all municipal codes and ordinances. Use of the property as a medical marijuana dispensary is allowed by right in this zoning district under the Unified Development Code (UDC), which will be the Zoning Ordinance applicable to the City of Mobile in the future, subject to compliance with all State and Federal regulations. It should be noted that the proposed Use is only allowed by right on property developed with a building and/or tenant space smaller than 60,000 sf.

The UDC can be found online here: <https://mapformobile.org/udc/>. See the attached ordinance for any additional requirements.

To the best of our knowledge the site is considered legal conforming and there are no outstanding zoning violations at this time. The site is not located within any local Historic District, Planning Areas or any other Special Districts.

If additional assistance is needed, please contact me (251) 208-5895.

Sincerely,

Payton Rogers  
Planner II

**Attachment 7**



*Mayor* • Bobby Herndon

*Council Members*

District 1 • Christy Bobo

District 2 • Woodrow Washington, III

District 3 • John Hinton

District 4 • Jamie Dykes

District 5 • Jeff Hogg

*City Administrator* • Glenda D. Webb

December 21, 2022

Victor Mancebo

CEO

TheraTrue Alabama LLC

2 North Jackson Street, Suite 605

Montgomery, AL 36104

RE: Business License for Operation of Medical Cannabis Facility

Mr. Mancebo,

The City of Northport recently issued a letter confirming that 824 McFarland Boulevard, the location at which your company is considering developing a medical cannabis facility, is zoned appropriately for such a use, as allowable under the laws of the State of Alabama.

This letter is to further confirm that the City of Northport has identified no impediments to the issuance of a business license for the intended use at the intended location upon completion of any necessary facility construction or modification, issuance of a certificate of occupancy, and as otherwise allowable under the laws of the State of Alabama.

If your company or the State of Alabama requires further information, please let us know. Thank you for your attention to this matter. We are also providing a copy of this letter by email.

Respectfully,

A handwritten signature in blue ink, appearing to read "C. Cunningham".

Chris Cunningham

Assistant City Attorney

# Attachment 8

License Type: Integrated Facility



## City of **GADSDEN**

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

Heath Williamson  
*Director of Engineering*

Nick Hall  
*Director of Planning*

December 13, 2022

TheraTrue [REDACTED]  
c/o Victor E. Mancebo

Re: Zoning Verification Letter  
401-407 George Wallace Drive  
Gadsden, AL 35903  
Medical Cannabis Dispensary

To Whom it May Concern:

The subject property located at 401-407 George Wallace Drive, Gadsden, AL, 35903, is located within the corporate limits of the City of Gadsden and has a zoning designation of B-2, General Business District. The City of Gadsden Chart of Permitted Uses, Chapter 130, Section 312(f) allows for a Medical Cannabis Dispensary as a "use by right" in a B-2, General Business District. This letter does not exempt this use or property from any other requirements for permitting or licensing.

A Medical Cannabis Dispensary, as proposed to be located at 401-407 George Wallace Drive, Gadsden, AL, 35903, being a "use by right" in a B-2, General Business District, is eligible to apply for a City of Gadsden business license only after the applicant has received a provisional Integrated Facility license or a provisional Medical Cannabis Dispensary license, as may be applicable, from the Alabama Medical Cannabis Commission.

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

This information was researched on December 12, 2022, by the undersigned, per request and as a public service. The undersigned certifies that the above information contained herein is believed to be accurate and is based upon, or relates to the information provided by the requestor. The Authority assumes no liability for errors or omissions. All information was obtained from public records, which may be inspected during regular business hours. Should you have further questions, please contact me at 256-549-4525.

Sincerely,

Tina P. Cody  
Zoning Administrator  
City of Gadsden Planning Department

Attachment 9

**CITY OF GADSDEN**

December 13, 2022

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

To Whom It May Concern,

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

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

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

Sincerely,



Craig Ford, Mayor

# Attachment 10



211 North Walnut Ave | PO Box 580  
Demopolis, AL 36732

December 7, 2022

TheraTrue Alabama, LLC  
c/o Victor E. Mancebo  
4062 Peachtree Road NE, Suite: A300  
Atlanta, GA 30319

Re: Statement of Land Use and Zoning  
Tax Parcel No. 48 01 09 32 0 007 002.004  
101 Lloyd Dollar Drive, Demopolis, AL 36732

Dear TheraTrue Alabama, LLC:

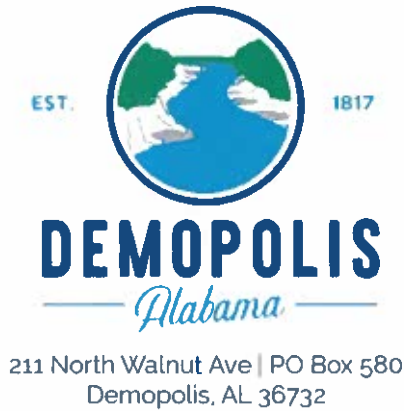
In response to your request for a statement of land use and zoning for Tax Parcel No. 48 01 09 32 0 007 002.004, the subject property is located in the incorporated limits of the City of Demopolis, Alabama, and an I-1 Light Industrial Zoning District.

The subject property was formerly used as a food processing center and is presently unoccupied. This letter confirms there is nothing in the City's zoning or land use Ordinances that would impede the use of the parcel for medical cannabis cultivation, processing, and secure transportation/distribution, as those terms are defined in Act No. 2021-450 and that such is a permitted use within Light Industrial Zoning District.

Thank you,

  
Woody Collins





December 30, 2022

TheraTrue Alabama LLC  
4062 Peachtree Road NE, Suite A300  
Atlanta, GA 30319

RE: Zoning Verification Letter  
101 Lloyd Drive  
Demopolis, AL 36732

To Whom It May Concern:

The subject property is located at 101 Lloyd Drive, Demopolis, Alabama. 36732, is located within the corporate limits of the City of Demopolis and has a zoning designation of I-1 Light Industrial District. The City of Demopolis Zoning Ordinance allows for Medical Cannabis Dispensaries as a "use by right" in this zone. This letter does not exempt this use or property from the requirements for permitting or licensing.

A Medical Cannabis Dispensary, as proposed to be located at the above address being a "use by right" in an I-1 Light Industrial District, is eligible to apply for a City of Demopolis business license only after the applicant has a provisional Integrated Facility license or a provisional Medical Cannabis Dispensary license, as may be applicable, from the Alabama Medical Cannabis Commission.

Should you have further questions, please contact me at 334.289.0577.

Respectfully,

Sam Gross  
City Clerk

## CITY OF BIRMINGHAM

Department Of Planning, Engineering & Permits

710 North 20<sup>th</sup> Street

City Hall | Room 210

Birmingham, Alabama 35203



**PUTTING PEOPLE FIRST**

RANDALL L. WOODFIN  
MAYOR

KATRINA THOMAS  
DIRECTOR

December 16, 2022

TheraTrue Alabama, LLC  
4062 Peachtree Rd NE Suite A300  
Atlanta, GA 30319

**RE: 1201 2<sup>nd</sup> Ave S Birmingham, AL 35233**

**PID# 29-00-01-2-024-001.000**

**ZCL#2022-00192**

To Whom It May Concern:

The property located at 1201 2<sup>nd</sup> Ave S is zoned M-1, Light Manufacturing District. Properties to the north, south, east & west are also zoned M-1. The property is located in the Five Points South Neighborhood and Council District 6. According to the City of Birmingham's Geographic Information System (GIS), the property is not located in a regulated floodplain. The property is located in the Midtown Commercial Revitalization District.

A Medical Cannabis Dispensary is permitted with conditions in this zoning district. The conditions include:

1. The applicant submits a statement from the Alabama Medical Cannabis Commission, AMCC, that the proposed facility meets requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agency, a letter stating that fact from this agency must be provided.
2. Medical Cannabis Dispensaries authorized pursuant to Ala. Code, 1975, § 20-2A-64, as now or hereafter amended, shall operate with the provisions of Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and shall comply with all Rules and Regulations of the Alabama Medical Cannabis Commission, AMCC. Except as specifically provided in this Section, Dispensaries shall be governed by the Medical Cannabis Act and the AMCC Rules.

This letter is only to confirm zoning information for the location provided in your request but does not verify that the location meets the spacing required for a dispensary. This letter does not approve the use of the medical cannabis dispensary at the above-mentioned address. All medical cannabis related uses in the City of Birmingham must be approved by the Alabama Medical Cannabis Commission and shall comply with the Rules and Regulations of the Alabama Medical Cannabis Commission.

Sincerely,



Kimberly D. Speerl  
Zoning Administrator

Oc04oca28jb.o1

RECOMMENDED BY: THE MAYOR AND  
THE PUBLIC SAFETY COMMITTEE

SUBMITTED BY: THE CITY ATTORNEY

**ORDINANCE NO. 22-142**

**AN ORDINANCE TO AUTHORIZE THE OPERATION OF MEDICAL CANNABIS DISPENSARIES WITHIN THE CORPORATE LIMITS OF THE CITY OF BIRMINGHAM, PURSUANT TO ALA. CODE, 1975, § 20-2A-51(c).**

**WHEREAS**, the Darren Wesley “Ato” Hall Compassion Act, codified at Ala. Code, 1975, § 20-2A-1, et seq. (the Act), authorizes the cultivation, processing, and sales of cannabis products for medical use by patients with a qualifying medical condition and a valid medical cannabis card; and

**WHEREAS**, the Act requires the Alabama Medical Cannabis Commission to adopt rules that ensure safety, security, and integrity of the operation of medical cannabis facilities and protect the health, safety, and security of the public, thus heavily regulating all aspects of the medical cannabis industry, including dispensary operations, (See §§ 20-2A-50 – 20-2A-68, Code of Alabama); and,

**WHEREAS**, the Alabama Medical Cannabis Commission published its rules adopted pursuant to Ala. Code, 1975, § 20-2A-53 on August 31, 2022, and will accept applications from October 31 through December 30, 2022; and,

**WHEREAS**, the Commission will deem applications complete and submitted on or about April, 13, 2023, and will open a public comment period on or about April 14, 2023 to accept comments from the public on all pending applications and may set a public hearing, at the Commission’s discretion, before the issuance of licenses on or after July 10, 2023; and,

**WHEREAS**, the number of licenses for dispensary facilities to be issued by the Commission is limited as follows:

Integrated Facilities – up to 5 licenses; each licensee authorized up to 5 dispensing sites located in separate counties

Dispensary – up to 4 licenses; each licensee authorized up to 3 dispensing sites located in separate counties

**WHEREAS**, a dispensary, including a dispensary under an Integrated Facility License may only operate in a municipality if the municipality has passed an ordinance authorizing the operation of dispensaries within the municipality's corporate limits; and

**WHEREAS**, the health care industry is a highly valued segment of the City of Birmingham's economy and includes world-renown health care resources, including hospitals, clinics, education, and research facilities and the valued professionals and support staff who care for patients from within the state, the nation, and from abroad; and,

**WHEREAS**, the operation of a medical cannabis dispensary within the corporate limits of the City of Birmingham will further expand opportunities for the City's flourishing health care industry and provide new options to care for patients with qualifying medical conditions; and,

**WHEREAS**, the operation of a medial cannabis dispensary will provide new economic and employment opportunities and new revenue through business licensing and other taxes; and,

**WHEREAS**, the Council of the City of Birmingham finds that it is in the best interest of the public health, safety, and welfare to authorize the operation of medical cannabis dispensing facilities within the City of Birmingham, subject to the strict regulation and oversight of the Alabama Medical Cannabis Commission.

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

**SECTION 1.**

- (a) The operation of medical cannabis dispensaries within the corporate limits of the City of Birmingham is authorized, subject to any applicable zoning restrictions the City may adopt pursuant to Ala. Code, 1975, § 20-2A-51(c)(3).
- (b) The operation of any facility, regardless of type, licensed by the Alabama Medical Cannabis Commission within the City of Birmingham shall comply with the Commission's strict regulation and oversight and shall comply with all laws and ordinances for the operation of a business within the City, including, but not limited to business licensing and other required taxes, and with all applicable ordinances and codes for location, construction, and sanitation of business premises within the City of Birmingham.
- (c) This ordinance shall be interpreted with respect to the Darren Wesley "Ato" Hall Compassion Act, Ala. Code, 1975, § 20-2A-1, et seq. and the rules of the Alabama Medical Cannabis Commission, as either is now or may hereafter be amended.

**SECTION 2.**

A certified copy of this ordinance shall be submitted within seven days of its adoption to the Alabama Medical Cannabis Commission by the City Clerk, as provided in Ala. Code, 1975, § 20-2A-51(c)(2). The City Clerk and the Director of the Department of Innovation and Economic Opportunity may cooperate to ensure and record the submittal of the ordinance.

**SECTION 3. SEVERABILITY.** The provisions of this ordinance are severable. If any part of this ordinance is determined by a court of competent jurisdiction to be invalid, unenforceable or unconstitutional, such determination shall not affect any other part of this ordinance.

**SECTION 4. EFFECTIVE DATE.** This ordinance shall be effective when published as required by law.

**Case No. ZAC2022-00016**

**ORDINANCE NO. 22-162**

**BE IT ORDAINED** by the Council of the City of Birmingham as follows:

**SECTION 1. BE IT ORDAINED** by the Council of the City of Birmingham that Title 1, Chapter 1: General Provisions and Definitions; Article II: Definitions; Section 1: Generally, of the City of Birmingham Zoning Ordinance, Ordinance No. 17-51, as amended, is hereby amended to read as follows:

*Article III. Definitions.*

**Section 1. Generally.**

For the purpose of this Ordinance, certain terms and words are hereby defined. Any word used in this Ordinance not defined in this section will be defined by using "Webster's II New College Dictionary". Words used in the present tense shall include the future; the singular number shall include the plural and plural the singular; the word "building" shall include the word "structure" and the word "shall" is mandatory and not optional.

1. **Abutting.** Any property touching or sharing a common boundary. This term shall not be deemed to include parcels that are across a public street or right-of-way from each other.
2. **Accessory Structure.** Any subordinate structure that is incidental to the principal use of the premises and is located on the same lot as the related main use.
3. **Accessory Use.** Any use that is subordinate and incidental to the principal use of the premises.
4. **Adjacent.** Any property that is abutting or separated by a right-of-way.
5. **Adult.** A person 18 years of age or older.
6. **Adult Establishment.** Any "adult bookstore," "adult cabaret or dancing establishment," "adult motion picture theater," or any commercial establishment which presents material or exhibitions distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas," as defined below for observation by patrons therein.

**Specified anatomical areas.**

- (1) Less than completely and opaquely covered human genitals, pubic region, buttock,

and female breast below a point immediately above the top of the areola; and

- (2) Human male genitals in a discernible turgid state, even if completely and opaquely covered.

**Specified sexual activities.**

- (1) Human genitals in a state of sexual stimulation or arousal;
  - (2) Acts of human masturbation, sexual intercourse or sodomy; and
  - (3) Fondling or other erotic touching of human genitals pubic region, buttocks, or female breast.
- a. **Adult bookstore.** An establishment having, as a substantial portion of its stock in trade available for purchase or rental, books, magazines, and other periodicals, novelty items, cassette tapes, videotapes, DVDs or films which are distinguished or characterized by their emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas", as defined above, or an establishment with a segment or section devoted to the sale, rental or display of such material.
  - b. **Adult cabaret or dancing establishment.** A cabaret or dancing establishment which regularly features live performances that are characterized by the exposure of "specified sexual activities" or by "specified anatomical areas," as described above.
  - c. **Adult motion picture theater.** An enclosed building used for presenting material distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas," as defined above, for observation by patrons therein.
  - d. **Adult Studio.** Any building or land used for the production of adult entertainment media, such as, video, webcams, webchat, or any other internet based adult entertainment that is used for the purpose of delivering adult entertainment to any audience via the internet or by any other means.
7. **Alabama Medical Cannabis Act or Medical Cannabis Act.** Alabama Act No. 2021-450, 2021 Regular Session of the Alabama Legislature, codified at Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and which may also be cited as "the Darren Wesley 'Ato' Hall Compassion Act".
  8. **Alabama Medical Cannabis Commission or AMCC.** The state agency established by Ala. Code, 1975, § 20-2A-20, et seq., as now or hereafter amended, to regulate the medical cannabis industry in Alabama.
  9. **Alabama Medical Cannabis Commission Rules or AMCC Rules.** Administrative rules promulgated by the AMCC pursuant to the Medical Cannabis Act at Title 538 of the Alabama Administrative Code, as now or hereafter amended.
  10. **Alley.** A public right-of-way providing access to the back or side of a premises that has primary frontage on a street.
  11. **Amphitheater.** Any premises or outdoor structure specifically designed and used as a place of assembly for purpose of entertainment.



12. **Amusement (indoor).** The provision of entertainment or games of skill that is wholly enclosed in a building, such as bowling alleys, skating, billiards and pool halls, theaters, arcades, and similar types of amusement operations.
13. **Amusement (outdoor)** The provision of entertainment or games of skill where any portion of the activity takes place outside of a building, such as a stand-alone golf driving range, archery range, miniature golf course, or similar types of amusement operations. This use does not include a stadium, automotive or other types of racetracks, vehicular related activities or similar or related activities, or any uses listed within the Planned Recreational District (PRD) zoning district.
14. **Animal Boarding Facility.** Any building used for the temporary, indoor overnight boarding, care and grooming of domesticated dogs and cats.
15. **Animal Day Care.** Any building designated or arranged for the daytime care and grooming of domesticated dogs and cats. Does not include overnight boarding.
16. **Animal Kennel.** Any building(s), outdoor animal run or land designated or arranged for the care, breeding, boarding, training, or selling animals, primarily, but not limited to domesticated dogs and cats, whether by owners of such animals or by persons providing facilities and care, but shall not apply to the keeping of animals in a pet store, a laboratory for scientific or experimental purposes or in a veterinary establishment for the purpose of observation and/or recovery necessary to veterinary treatment.
17. **Apiary.** Any premises where bees are kept in hives or colonies for the production of honey.
18. **Appliance Repair.** Any building used for the repair of large appliances such as washing machine, refrigerator, and other similar items.
19. **Arena.** A large building with tiers of seats for spectators at sporting, entertainment or other recreational events.
20. **Automobile/Light Truck/Repair.** Any building used for the general repair or reconditioning of automobiles and engines, including but not limited to body, frame or fender straightening or repair, the reconditioning, repairing, sale, mounting, or installing of any tires, painting, or upholstery work, collision repair, vehicle steam cleaning, but excluding the assembly, disassembly, dismantling or salvage of automobiles, in whole or in part.
21. **Automobile Parking.** The use of property for parking or storage of operable automobiles and light trucks on a temporary basis. Such parking shall be for the use of licensed vehicles only and is not intended to include merchandise, vehicles for sale or vehicle repair.
22. **Automobile Sales.** A retail business which sells automobiles that is primarily housed in a structure and characterized by a mixture of secondary supporting uses; however, the principal

use of the site shall be the marketing and outside display of automobiles, whether by sale, rental, lease or other commercial or financial means. Secondary supporting uses may include on-site facilities for the repair and service of automobiles previously sold, rented, or leased by the dealership. No visibly disabled vehicles shall be stored on the premises.

23. **Automobile Service.** Any building used for the replacement of any part, or repair of any part, to an automobile that does not require removal of the engine head or pan, engine transmission or differential, including, but not limited to oil change and lubrication, cooling, electrical, fuel and exhaust systems, wheel alignment and balancing, brake adjustment, relining and repairs, mufflers, batteries, tire services and sales, shock absorbers, installation of stereo equipment, car alarms or cellular phones, dispensing of gasoline and motor fuels at retail , but excludes dismantling, rebuilding, reconditioning, or salvage of automobiles, in whole or in part.
24. **Bakery, Retail.** Any building used to produce and sell, to the general public, baked goods including but not limited to bread, pies, bagels, pastries, cakes and cupcakes. Retail bakeries may have seating areas for customers where retail items can be purchased and consumed.
25. **Bakery, Wholesale.** Any building used to produce and sell at wholesale, to retailers, baked goods including but not limited to bread, pies, bagels, pastries, cakes and cupcakes.
26. **Bar.** Any building where liquor, beer or wine or any combination are served for consumption on the premises, with or without food.
27. **Bed and Breakfast Inn.** A premises where overnight accommodations and a morning meal in a dwelling unit provided to transient guests for compensation.
28. **Bed and Breakfast Inn, Historic.** A premises where overnight accommodations and a morning meal in a dwelling unit provided to transient guests for compensation within an owner-occupied dwelling in a local historic district or other historically significant structure.
29. **Block-face.** All the properties abutting one side of a street and lying between the two nearest intersecting streets or between the nearest intersecting street and any railroad right-of-way, unimproved land, watercourse or City boundary.
30. **Brewery.** Any building used for the production of beer that manufactures more than 40,000 barrels per year, with a barrel containing 31 U.S. liquid gallons. A brewery, actively and continuously engaged in the manufacture of alcoholic beverages on the manufacturer's licensed premises, may conduct tastings or samplings on the licensed premises, and for that purpose give away or sell alcoholic beverages manufactured there for consumption on only the premises where manufactured.
31. **Brewery, Micro.** Any building used for the production of beer that manufactures less than 40,000 barrels per year, with a barrel containing 31 U.S. liquid gallons. A micro-brewery, actively and continuously engaged in the manufacture of alcoholic beverages on the

manufacturer's licensed premises, may conduct tastings or samplings on the licensed premises, and for that purpose give away or sell alcoholic beverages manufactured there for consumption on only the premises where manufactured.

32. **Brew Pub.** An establishment, meeting the qualifications of a brew pub under the State alcoholic beverage control laws in Title 28, Chapter 4A of the Code of Alabama 1975, as amended, where beer is actively and continuously manufactured or brewed, in a quantity not to exceed 10,000 barrels in any one year, for consumption on the premises or for sale to any designated wholesaler licensee for resale to retail licensees; and which contains a restaurant or otherwise provides food for consumption on the premises.
33. **Buffer.** An area located at the perimeter of the lot containing landscaping, berms, walls or fences that screen uses on adjacent properties from those uses occurring on the subject property.
34. **Building.** Any structure having a roof supported by columns and enclosed by walls designed or built for the support, enclosure, shelter, or protection of persons, animals, chattels, or property of any kind.
  - a. **Liner Building.** A building which is at least 24 feet deep, measured from the frontage façade, and masks a parking lot or parking structure from the frontage.
35. **Building Height.** The vertical distance from the grade level at the front façade to the highest point of the coping of a flat roof or to the deck line of a mansard roof, or to the average height between eaves and ridge for gable, hip and gambrel roofs.
36. **Bus Station.** A structure or building where City or intercity mass transit stops to pick up and drop off passengers. It is larger than a bus stop; bus station may include a terminal station for a number of routes, or a transfer station where the routes continue.
37. **Business Service.** The provision of services required for the day-to-day operation of a business such as, but not limited to, consulting service, photocopy or office supply.
38. **Business Service with Distribution.** The provision of business services that includes the warehousing and distribution of packages.
39. **Cannabis.** All parts of any plant of the genus cannabis, whether growing or not, including the seeds, extraction of any kind from any part of the plant, and every compound, derivative, mixture, product, or preparation of the plant; but excluding industrial hemp or hemp regulated under Ala. Code, 1975, § 2-8-11, as now or hereafter amended, and also excluding cannabis that is cultivated, processed, transported, stored, possessed, or used outside the Statewide Seed-to-Sale Tracking System (i.e., illicit cannabis), including but not limited to cannabis that once was included within and/or intended for placement on the Statewide Seed-to-Sale Tracking System (i.e., diverted cannabis).
40. **Car Wash, Automated.** A building or portion thereof containing facilities for washing

passenger vehicles, using production-line methods with a chain conveyor, blower, steam cleaning device or other mechanical devices within a partially enclosed structure.

41. **Car Wash, Manual.** A building or portion thereof containing facilities for washing passenger vehicles by manually operated high-pressure wands and operations that are done by hand such as auto detailing.
42. **Chicken Coop.** A building where domesticated hens are kept and the fenced area around the coop, called a run.
43. **Child.** A person under 18 years of age.
44. **Child/Adult Care.** The provision of care for individuals, who are not related to the primary caregiver, for less than 24 hours per day. These following classes are referenced:
  - a. **Accessory Child/Adult Care Center.** A facility or licensed agency that provides for the care of children or adults for periods of less than 24 hours a day and is accessory to primary use of the lot.
  - b. **Adult Care Center.** A building or structure wherein an agency, association, organization, person or group of persons, whether established for financial gain or otherwise, regularly provides care for three or more adults.
  - c. **Child Care Center.** A facility or licensed agency that provides for the care of thirteen or more children for periods of less than 24 hours a day.
  - d. **Department of Human Resources (DHR).** State of Alabama or Jefferson County Department of Human Resources.
  - e. **Family Day/Night Care Home.** A child care facility which is the family home in which the operator resides and which receives not more than six children and is licensed as a Family Day / Night Care Home by DHR.
  - f. **Family Group Day/Night Care Home.** A child care facility which is the family home in which the operator resides and which receives not more than twelve children, and is licensed as a Family Group Day / Night Care Home by DHR.
  - g. **Substitute/Alternate.** A person employed by an adult or child care provider on a part-time basis who is available to act as a care giver in the absence of the operator.
  - h. **Zoning Certificate of Operation.** A certificate of operation, issued by the Department authorizing the operation of a child or adult care facility within the City.
45. **Clinic.** A facility for examining and treating patients with medical, addictive, mental or physical problems on an outpatient basis, including ambulatory care or similar medical services that require a stay of less than 24 hours.
46. **Cold Frame.** An unheated outdoor structure with a glass or clear plastic top that protects seedlings and plants from the cold.
47. **College or University.** An institution of higher education offering undergraduate or

postgraduate degrees.

48. **Commercial Vehicle.** A commercial vehicle is any motor vehicle that has a capacity greater than one-ton or trailer over 14 feet such, but not limited to a truck, box truck, semi-truck, van, limousine, wrecker, coach or bus.
49. **Communal living facility.** Facilities in which four or more unrelated persons reside, including Assisted Living Facility, Boardinghouse, Nursing Home, Rehabilitation Facility, Sheltered Care Home, Transitional Home. Communal Living Facilities do not include child foster care facilities or facilities located in multi-family districts that are used for housing the mentally handicapped or mentally ill, where there are no more than 10 such people plus 2 unrelated persons to either the occupants of the facility or to each other. (Code of Alabama 11-52-75.1 and Board Case No. 84-95)
- a. **Assisted living facility.** Residencies for the frail elderly that provide rooms, meals, personal care, and supervision of self-administered medication. They may provide other services such as recreational activities, financial services and transportation.
  - b. **Boardinghouse.** A dwelling, or part thereof, in which for compensation lodging and meals are provided for four or more persons.
  - c. **Nursing home.** A home for the aged or infirm in which four or more persons not of the immediate family are received, kept or provided with food and shelter or care as part of convalescence, rehabilitation or hospice for compensation; but not including hospitals, clinics or similar establishments devoted primarily to the diagnosis and treatment of the sick or injured.
  - d. **Rehabilitation Facility.** A building used for the provision of treatment for addictive, mental or physical disabilities for 24 hours a day to four or more persons.
  - e. **Transitional home.** A facility in which four or more individuals live for a short period while receiving social psychological or similar therapy or counseling excluding jails, prisons, and other correctional institutions.
  - h. **Sheltered Care Home.** A dwelling for the sheltered care of persons with special needs, which, in addition to providing food and shelter, may also provide some combination of personal care, social or counseling services, and transportation.
50. **Community Garden.** A property used for cultivation and harvesting, for useful and productive purposes, food crops and/or ornamental crops for personal use, donation off-premise sale or on-premise sale in residential districts when a special exception is granted by the Board.
51. **Composting Facility (Solid Waste Treatment Facility).** A commercial or public solid waste processing facility where yard or garden waste, manure and other putrescible materials are transformed into soil or fertilizer by biological decomposition.
52. **Conditional Use.** A use or occupancy of a structure, or a use of land, permitted only upon review and approval of a site plan and subject to the limitations and conditions specified in Chapter 4, Article II of this Ordinance.

53. **Condominium.** The form of ownership of real or personal property or a combination thereof under a declaration providing for ownership of units of the property by one or more owners together with an undivided interest in common and limited common elements.
54. **Conservation Subdivision.** A residential development wherein a portion of the site is preserved as permanent undisturbed natural area, to continuously protect, environmental features. Conservation subdivisions are characterized by clustering of homes, reduced lot sizes, and provision of an undisturbed natural area to enable the preservation and maintenance of environmental features.
55. **Construction.** Is the development of physical improvements on a site such as, but not limited to, water and sewer lines, footings, and/or foundations. Clearing, grading, the storage of building materials or the placement of temporary structures on a site shall not constitute beginning construction.
56. **Contractor Yard.** The construction and incidental storage activities performed by construction contractors on lots other than construction sites.
57. **Convenience Store.** A retail establishment selling primarily food products household items, newspapers, and magazines, candy, and beverages and in which gasoline and other motor fuels, are dispensed at retail, by use of fixed approved dispensers. Convenience stores may include an automated car wash for washing one automobile at a time, within an enclosed building.
58. **Convention Center.** Any building designed and used to accommodate 1,000 or more persons and used for conventions, conferences, seminars, product displays, recreation activities, and entertainment functions, along with accessory functions including food and beverage preparation and service for on-premise consumption.
59. **Cottage Development.** A grouping of single-family dwellings clustered around a common area, in which not all lots front on a public street and is provided access by a shared driveway or alley.
60. **Country Club/Golf Course/Swim or Tennis Club.** A public or private establishment operated for the purpose of playing golf, swimming or playing tennis that may include an accessory office, retail pro shop, restaurant, banquet facilities, lounge, golf driving range, caretaker's dwelling unit, and golf/tennis academy.
61. **Dairy, Factory.** A building where raw milk is processed into milk, butter, yogurt, cheese or other dairy product.
62. **Dairy, Farm.** Any premises where milk is harvested from cows.
63. **Director.** The Director of the Department of Planning, Engineering and Permits of the City

of Birmingham, or his designee.

64. **Distillery.** Any building used for the production of liquor in quantities exceeding 1,000 barrels per month, with a barrel containing not more than 55 U.S. liquid gallons. A distillery, actively and continuously engaged in the manufacture of alcoholic beverages on the manufacturer's licensed premises, may conduct tastings or samplings on the licensed premises, and for that purpose give away or sell alcoholic beverages manufactured there for consumption on only one premises where manufactured.
65. **Distillery, Artisanal.** Any building used for the production of liquor in quantities not to exceed 1,000 barrels per month, with a barrel containing not more than 55 U.S. liquid gallons. An artisanal distillery, actively and continuously engaged in the manufacture of alcoholic beverages on the manufacturer's licensed premises, may conduct tastings or samplings on the licensed premises, and for that purpose give away or sell alcoholic beverages manufactured there for consumption on only one premises where manufactured.
66. **District.** A classification for which the zoning regulations governing the use of buildings and premises, the height and location of buildings, the size of yards, and the intensity of use are compatible.
67. **Donation Box.** A temporary accessory structure placed by a non-profit in a side or rear yard of certain commercial and industrial districts to collect clothing and other household items.
68. **Donation Center.** A facility located on the premises of a principal institutional use where donated items including clothing, furniture, house wares, small electrical appliances, household textiles, toys, and other small household items are collected.
69. **Dressmaker/Tailor/Millinery.** An establishment for producing clothing and hats for individuals at retail only.
70. **Drive-In/Drive-Through.** Any establishment where services are rendered or items are sold, for consumption on-site or off-site, and orders are made from a car to a server at a window, or via a speaker and receiver, or via an automated device.
71. **Driving Range, Free-Standing.** A facility equipped with distance markers, clubs, balls, and tees for practicing golf drives and putting, and which may include a snack-bar and pro-shop, but excludes miniature golf courses and "putt-putt" courses.
72. **Dwelling, Accessory.** One or more rooms located within an accessory structure and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating purposes that supports only one family. Accessory dwellings are subject to conditions listed in Chapter 4, Article IV, Section 2, Item B.
73. **Dwelling, Caretaker.** A residence, incidental to a principal use, for an on-site manager, security guard or caretaker employed on the premises.

74. **Dwelling, Single-Family Detached.** A building containing one dwelling unit and that is not connected to any other dwelling or principal building and designed for or occupied exclusively by one family.
75. **Dwelling, Townhouse.** A building on its own recorded lot connected to another primary structure occupied exclusively by one family that is attached by common walls to a like building. See Chapter 4, Article II, Section 2.
76. **Dwelling, Duplex, Triplex, Quadplex.** A building divided horizontally or vertically containing two, three or four dwelling units respectively on one lot where each unit independently supports one family.
77. **Dwelling, Multiple-Family.** A building containing five or more dwelling units.
78. **Dwelling Unit, Other.** One or more rooms located within a building and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating purposes that supports only one family.
79. **Electronics Repair.** Any building used for the repair of small electronics such as personal computers, phones, and other small electronics.
80. **Event Center.** Any building where the primary use is staging of temporary events, and may be operated by a vendor for the purpose of renting space for private functions.
81. **Façade.** That portion of any exterior elevation on a building extending from grade to top of the parapet, wall, or eaves and the entire width of the building elevation.
82. **Family.** One or more persons occupying a dwelling and living as a single housekeeping unit, all of whom or all but two of whom are related to each other by birth, adoption or marriage as distinguished from a group occupying a communal living facility.
83. **Farmer's Market.** Premises where outdoor sales sanctioned by the State of Alabama Farmer's Market Authority, consisting of whole uncut produce, ornamental crops and value-added agricultural products such as baked goods, jams and jellies, pickles and relish, dried fruits, syrups and honey, eggs, meat, nuts and handmade art and crafts.
84. **Fence or Wall.** A structure, solid or otherwise, erected, placed, or constructed on a property, which is intended to be a barrier, boundary, enclosure, privacy feature, or decorative item. It is characteristic of such an item that it is normally a separate "stand-alone" structure, erected along the perimeter (or close to the perimeter) of a property.
85. **Financial Institution.** Any building, room, space or portion thereof where an establishment provides a variety of financial services, and are limited to, federally insured banks, credit



unions, and mortgage companies.

86. **Fitness Center.** A building and premises containing recreational facilities such as gymnasiums, swimming pools or playing fields that is available to the membership of a club.
87. **Flea Market.** Premises where outdoor sales consisting of individual stalls used for selling various types of merchandise such as used household items, and cut-rate goods.
88. **Fraternity/Sorority House.** Living quarters that may be used for gathering or entertaining for private social organizations serving students of colleges or universities and located on the campus as depicted on the approved master plan of the college or university.
89. **Frontage.** The area between a building frontage façade and a path, passage, waterbody, civic space, or the curb (or if there is no curb, the edge) of the vehicular lanes of a thoroughfare having vehicular lanes, inclusive of the built and planted components of such area. Frontage is divided into private frontage and public frontage.
90. **Frontage Façade.** A façade that is set along a frontage line.
91. **Frontage Façade Void Area.** The area of a frontage façade not comprised of walls; including windows, doors and other openings in the wall. Frontage façade
92. **Funeral Home.** A building designed for the purpose of furnishing funeral supplies and services to the public and includes facilities for the preparation of the human body for internment and/or cremation.
93. **Furniture Store.** A retail store where furniture is displayed, stored and offered for sale.
94. **Garage, private.** An accessory building or part of a principal building designed or used for the storage of motor-driven vehicles owned and used by the occupants of the building to which it is accessory.
95. **Garage Sale/Yard Sale.** A sale of personal property by homeowner or occupant of real property.
96. **Grade Level.** For buildings the average level of the finished ground surface at the front façade of a building. For signs, trees, landscaping and light fixtures, the level of finished ground surface at the base of the sign, tree, plant or fixture.
97. **Greenhouse/Hoophouse.** A temporary or permanent structure where plants are cultivated and that is typically made of, but not limited to, glass, plastic, piping, translucent plastic or fiberglass.
98. **Greenway.** An open space conservation area that provides passive recreational

opportunities, pedestrian and/or bicycle paths, and/or the conservation of open spaces or natural areas.

99. **Gross Floor area.** The gross horizontal areas of all floors, measured from the exterior faces of the exterior walls of a building, and any outdoor seating area or patio used by restaurants or bars.
100. **Heavy Equipment Sales and Service.** The retail or wholesale sale or rental of heavy motorized vehicles or equipment, along with service, repair or maintenance such as, but not limited to construction equipment rental yards, tractor-trailers, semi-trailers, buses, and farm equipment.
101. **Heliport.** Any premises used for landing helicopters for loading and unloading of occupants of the aircraft, excluding maintenance and fueling.
102. **Home Improvement Store.** The retail sale of a diverse range of hardware and related materials generally used in the maintenance, repair or construction of buildings or other structures, including lawn and garden supplies, and may include outside display of finished product or packaged materials.
103. **Home Occupation:** An activity carried out for financial gain by a resident, with an approved business license from the City, and conducted entirely within the resident's dwelling unit. Home occupations are accessory, incidental, and secondary to the use of the building for dwelling purposes and does not change the essential residential character or appearance of such building.
104. **Hospital.** Any institution, building or other premises established for the maintenance, observation, medical or dental care and supervision and skilled nursing care of persons suffering from sickness, disease or injury or for the convalescent or chronically ill persons.
105. **Hotel/Motel.** An establishment offering sleeping accommodations to guests. Hotels may include, as an integral part of operations, a restaurant, bar, conference rooms, banquet or ballrooms, gift shop, recreation facility and a caretaker dwelling.
106. **Internment, Cemetery.** Any land used for the interment of the dead which may include buildings for the purpose of preparing the dead for interment or cremation and structures such as mausoleums and columbariums.
107. **Internment, Columbarium.** A structure designed to store the ashes of human remains that have been cremated, in niches or cinerary urns.
108. **Internment, Mausoleum.** A building or other structure used as a place for the interment of the dead in sealed crypts or compartments.

109. **Junkyard, general.** A premises used for the outside storage or placement of used and/or damaged materials and items.
110. **Junkyard, vehicular.** A premises used for the outside placement, storage, parking, dismantling, or disassembling of any disabled or inoperable vehicles, or parts thereof, including, but not limited to motors, tires, wheels, axles, transmissions and other accessories.
111. **Landfill.** A method of compaction and earth cover of solid wastes that does not contain garbage or other putrescible wastes, including, but not limited to, tree limbs and stumps, demolition materials, incinerator residues, and like materials not constituting a health or nuisance hazard, such as hazardous waste or medical waste, where cover need not be applied on a per day used basis.
112. **Landfill, Sanitary.** A controlled area of land upon which non-hazardous and non-medical farm, residential, institutional, commercial or industrial solid waste is deposited and is covered with compacted earth each day as deposited, with no on-site burning of wastes, and so located, contoured, and drained that it will not constitute a source of water pollution as determined by the Alabama Department of Environmental Management (ADEM).
113. **Landscape Plan.** A document, prepared by an Architect, Landscape Architect or other design professional with special knowledge of landscaping standards, that depicts location, character and extent of landscaping, and shall include plant location, corresponding plant schedule, planting instructions, and must include a combination of shrubs, trees and ground cover.
114. **Laundry Plant.** Any building or structure in which articles of clothing and goods are subjected to the process of dry cleaning, and pressing of such articles.
115. **Legal Non-conforming use.** The use of any building or land which was lawful prior to the adoption or amendment of this Ordinance or does not conform to the amendments of this Ordinance or to the present requirements of the applicable district, or a use that has been granted resumption of legal non-conforming use by the Zoning Board of Adjustment (Board), but that is in compliance with Chapter 9, Article VII.
116. **Livestock Barn.** Any structure or premises used for the boarding, breeding and/or raising of domestic livestock (excluding swine, sheep and goat), whether by owners of such animals or by persons providing facilities and care.
117. **Lot.\*** A plot, unit, or other portion of land in a subdivision or plat of land, having its principal frontage on a street, except that cottage subdivisions may have a portion of the units face interior common area and up to 20 percent of lots in character districts may have frontage on a path or passage if such lots have legal and physical vehicular access to a vehicular thoroughfare via driveway or easement, separated from other such portions by description on a record of survey map, for the purpose of ownership, sale, occupancy, use, construction or development, separate from other lands.

118. **Lot, corner.** A lot abutting upon two or more streets at their intersection.
119. **Lot, through.** A lot other than a corner lot abutting two streets.
120. **Lot of record.** A lot recorded in the office of the probate judge in the county where it is located prior to the adoption of subdivision regulations. If a portion of a lot or parcel has been conveyed prior to adoption of subdivision regulations, the remaining portion of such lot shall also be considered a lot of record.
121. **Lot width.** The width of the lot at the front building setback line.
122. **Manufactured Home.** A pre-fabricated dwelling unit that must have a Federal Manufactured Home Construction and Safety Standards label, a HUD label of approval and manufactured date later than June 15, 1976, and an Alabama Manufactured Housing Commission insignia and date plate.
123. **Manufacturing, Heavy.** The manufacture or compounding process of raw materials. These activities or processes may necessitate the storage of large volumes of highly flammable, toxic matter or explosive materials needed for the manufacturing process, and may generate dust, odor, heat, glare and vibration. These activities may involve outdoor operations as part of their manufacturing process. Typical heavy manufacturing uses include but are not limited to: concrete batch plants; concrete, tile, or brick manufacturing; automobile, truck, and tire assembly; ammonia or chlorine manufacturing; metal casting or foundries; gas manufacturing; grain milling or processing; metal or metal ore production, refining, smelting, or alloying; petroleum or petroleum product refining; boat, pool and spa manufacturing; slaughtering of animals; glass manufacturing; paper manufacturing; manufacturing of raw materials into compost, and wood or lumber processing.
124. **Manufacturing, Light.** The manufacture, predominately from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment and packaging of such products, and incidental storage, sales and distribution of such products, but excluding basic industrial processing. These activities do not necessitate the storage of large volumes of highly flammable, toxic matter or explosive materials needed for the manufacturing process. Typical light manufacturing uses include but are not limited to: electronic goods; food and bakery products; non-alcoholic beverages; alcoholic beverages; dry cleaning plants; paper imprinting; household appliances; leather products; jewelry; food and bakery products; and clothing apparel.
125. **Manufacturing, Specialized.** Facilities engaged in the assembly, design, repair, or testing of: analyzing or scientific measuring instruments; semiconductor and related solid state devices, including but not limited to: clocks, integrated microcircuits, jewelry, medical, musical instruments, photographic or optical instruments, or timing instruments, and assembly of hand held finished products or any custom architectural or artisan industry,

characterized as light industry, that does not have an ADEM permit for pollution release or noise, odor, illumination, trucking, or other adverse impacts to surrounding uses.

126. **Market Manager.** Individual that is responsible for the operation of a Farmer's and/or Public Market.
127. **Medical Cannabis.** A medical grade product grown and processed within the State of Alabama, in one of the approved forms set forth in Ala. Code, 1975, § 20-2A-3(14), as now or hereafter amended, that contains a derivative of cannabis for medical use by a registered qualified patient pursuant to the Medical Cannabis Act and the AMCC Rules.
128. **Medical Cannabis Cultivator.** An entity licensed by the AMCC (or, as applicable, the Department of Agriculture and Industries) under Ala. Code, 1975, § 20-2A-62, as now or hereafter amended, authorized to grow cannabis pursuant to the Medical Cannabis Act, the AMCC Rules, and the rules of the Alabama Department of Agriculture and Industries at Title 80 of the Alabama Administrative Code, as now or hereafter amended.
129. **Medical Cannabis Dispensary.** An entity licensed by the AMCC under Ala. Code, 1975, § 20-2A-64, as now or hereafter amended, authorized to dispense and sell medical cannabis at dispensing sites to registered qualified patients and registered caregivers pursuant to the Medical Cannabis Act and the AMCC Rules.
130. **Medical Cannabis Integrated Facility.** An entity licensed under Ala. Code, 1975, § 20-2A-67, as now or hereafter amended, authorized to perform the functions of a cultivator, processor, secure transporter, and dispensary pursuant to the Medical Cannabis Act and the AMCC Rules.
131. **Medical Cannabis Processor.** An entity licensed by the AMCC under Ala. Code, 1975, § 20-2A-63, as now or hereafter amended, authorized to purchase cannabis from a cultivator and extract derivatives from the cannabis to produce a medical cannabis product or products for sale and transfer in packaged and labeled form back to the contracting cultivator, if applicable, or to a dispensary site or integrated facility where the packaged and labeled product may be offered for sale at a dispensary site to holders of a valid, unrevoked and unexpired Medical Cannabis Card, pursuant to the Medical Cannabis Act and the AMCC Rules.
132. **Medical Cannabis Secure Transporter.** An entity licensed by the AMCC under Ala. Code, 1975, § 20-2A-65, as now or hereafter amended, authorized to transport cannabis or medical cannabis from one licensed facility or site to another licensed facility or site pursuant to the Medical Cannabis Act and the AMCC Rules.
124. **Medical Cannabis State Testing Laboratory.** An entity licensed under Ala. Code, 1975, § 20-2A-66, as now or hereafter amended, authorized to test cannabis and medical cannabis to ensure the product meets safety qualifications and efficacy requirements pursuant to the Medical Cannabis Act and the AMCC Rules.

125. **Medical Lab.** A facility for analytic or diagnostic research or investigation of a medical nature on blood, tissue, or other human or animal components, but not for the production of a product.
126. **Mini-storage Warehouse.** A building or group of buildings containing separate, individual spaces available for lease or rent for storage purposes only.
127. **Mixed-Use Development.** Premises that integrates a combination of retail, office, residential, hotel, recreation or other function.
128. **Mobile Grocery Store.** A motorized vehicle, trailer, or other portable unit drawn by a motorized vehicle from which food items are sold or distributed. The mobile grocery store may not exceed 26 feet in length. No preparation or assembly of food items or beverages may take place from the unit. Food items may include fresh fruit, vegetables, meat, dairy, pantry staples, or small household items. A mobile grocery store shall not be allowed to operate in the City's right-of-way without authorization or permission from the City.
129. **Motor Freight, Distribution.** Facilities engaged in the shipment of goods from shippers to receivers for a charge including the services of other transportation establishments to effectuate delivery.
130. **Nursery.** Any premises used for the retail and wholesale sale of plants grown on or off site, as well as accessory items such as clay pots, potting soil, fertilizers, insecticides, hanging baskets, rakes and shovels, but not power equipment such as lawnmowers or tractors.
131. **Office.** A room or group of rooms where the principal use is conducting the affairs of a business, profession, service, industry or government and generally furnished with desks, tables, files and communication equipment.
132. **Office, Institutional.** Any building used as an office for charitable non-profit organizations that may hold meetings on a regular basis, and charity events on a temporary basis.
133. **Office, Leasing/Sales.** The use of a unit or dwelling as a leasing and or sales office for other units solely within that development.
134. **Office Warehouse.** Any building used for the combined uses of office and warehouse, where the office function is the principal use (at least 60% of the gross floor area) of the building, for the primary purpose of wholesale trade, display, and distribution of products.
135. **Off-Premise Sign.** Any permanent or temporary sign which directs the attention of the general public to a business, service, product or activity not conducted, offered or sold as a major portion of business upon the premises where such sign is located.
136. **Open Space.** Land not covered by man-made impermeable surfaces, parking or buildings,

other than recreational structures, pools, or stormwater facilities, which may be landscaped or preserved in a natural state for private use of owners or guests, or for public access as may be required by the provisions of these regulations or the zoning ordinance.

137. **Opioid.** An opioid is a class of addictive narcotic drugs that are often prescribed for severe pain relief but also are frequently used (and abused) illegally to create euphoric states of consciousness. Common types of opioids are heroin, codeine, and morphine.
138. **Opioid Replacement Therapy Treatment Facility.** Any operation that has received a Certificate of Need from the State Health Planning and Development Agency of Alabama to operate a facility to prescribe and/or dispense opioid replacement drugs and offer therapy to individuals and groups as a part of a treatment program. These opioid replacement drugs generally include, but not limited to, methadone, naloxone, naltrexone, and similar types of opioid receptor agonists.
139. **Public Market.** Premises where outdoor sales consisting of whole uncut produce, ornamental crops, value-added agricultural products such as baked goods, jams and jellies, pickles and relish, dried fruits, syrups and honey, eggs, meat, nuts, handmade art and crafts and unique local goods. Sales of used clothing, mass produced items and appliances are prohibited.
140. **Park.** Any facility or property specifically designated as a park, natural area or recreation area that is used for recreational uses or predominately kept in a natural state.
141. **Pawnshop.** Any building or portion thereof where a pawnbroker is engaged in lending money on the security of pledged goods left in pawn, or in the business of purchasing personal property to be left in pawn on the condition it may be redeemed by the seller for a fixed price within a fixed period of time, as regulated by Title 5, Chapter 19A of the Code of Alabama.
142. **Payday Loan (Deferred Presentment) Business.** A business that, in accordance to the requirements and restrictions listed in Chapter 18A of Title 5 of the Code of Alabama (Alabama Deferred Presentment Services Act), involves a transaction pursuant to a written agreement involving the following combination of activities in exchange for a fee: (1) accepting a check or authorization to debit a checking account and, in connection with that acceptance, advancing funds to the checking account holder; and (2) holding the check or authorization to debit the checking account for a specified period of time.
143. **Personal Care Services.** Services such as, spas, tanning salons, beauty and barber care, and dry cleaning and laundry services not to include a laundry plant.
144. **Personal Instruction.** Services for training individuals or groups in the arts, dance, personal defense, crafts or other subjects of a similar nature.
145. **Place of Worship.** Any structure or site used primarily for religious practices.

146. **Power Plant.** Any structure or land used for the generation of electrical power.
147. **Premises.** A lot, parcel or acreage parcel together with all buildings and structures existing thereon.
148. **Principal Building.** A building that contains the principal use located on a premises.
149. **Principal Frontage.** With respect to corner lots, the private frontage designated to bear the address and principal entrance to the building, and the measure of minimum lot width. For corner lots, prescriptions for the location of parking in certain lot layers pertain only to the principal frontage and prescriptions for the first lot layer pertain to both frontages of a corner lot. With respect to non-corner lots, principal frontage is synonymous with frontage.
150. **Principal Use.** The main use located in a building or on a premises.
151. **Printing and Publishing.** The production and distribution of books, magazines, newspapers and other printed matter, including record pressing and publishing, and engraving.
152. **Private Club.** A building or portion thereof or premises owned or operated by a corporation, association, person or persons for a social, educational, or recreational purpose, but not primarily for profit or to render a service which is customarily carried on as a business.
153. **Public building.** Any building that is accessible to the public and its operation is funded from public sources.
154. **Racetrack.** Any premises or building that includes a measured course where animals or machines are entered in competition against one another or against time, including tracks that are used for drifting.
155. **Railroad Station.** A building or structure where railroad cars stop to load and un-load passengers.
156. **Railroad Yard.** The use of land, building or structure for activities directly associated with the operation of a railroad such activities may include loading and off-loading of freight, and maintenance and repair of railroad cars.
157. **Recreation Equipment Sales and Service.** The retail or wholesale sale of motorcycles, trucks and vans, recreational vehicles, boats, or similar motorized recreational equipment, along with incidental service or maintenance such as, but not limited to boat dealers, motorcycle dealers, and recreational vehicle dealers.
158. **Recycling (Recovered Materials) Collection Center.** A drop-off facility that is staffed and fenced for the temporary assemblage of small, recovered materials or recyclable consumer items, such as food and beverage containers, fabrics and paper, that has waste receptacles on



site that are open to the public.

159. **Recycling Facility (Solid Waste Treatment Facility).** A facility, other than a facility open to the public to receive household waste and recyclable material, where any method, technique, or process is utilized to separate, process, modify, convert, treat or otherwise prepare non-putrescible waste so that component materials or substances may be used or reused or sold to third parties for such purposes.
160. **Resource Extraction.** The extraction of minerals or materials, including rock crushing, screening and the accessory storage of explosives.
161. **Restaurant.** Any establishment where food is prepared and sold for consumption on-site or as take-out.
162. **Retail.** An establishment engaged in the selling or renting of goods or merchandise (usually to the general public for personal use or household consumption, although they may also serve business and institutional clients) and in rendering services incidental to the sale of such goods.
163. **Rummage Sale.** A sale of personal property or other merchandise for the express purpose of raising charitable donations for the benefit of the entity holding the sale by a place of worship, charitable, or civic organization.
164. **Salvage Yard.** Any land or building used for the storage of recovered materials for the purpose of recycling, reuse, or proper storage for future recycling or reuse.
165. **School, Business.** An enterprise offering instruction and training in a service or the arts such as secretarial, cosmetology, commercial artist, computer software, legal, and similar training, provided that such enterprise does not offer student housing or athletic facilities at the site.
166. **School, Elementary/Middle.** Any building used for public primary instruction or a parochial or private school having a curriculum including the same courses ordinarily given in a public school that may include accessory structures such as a gymnasium.
167. **School, High.** Any building used for public secondary instruction or a parochial or private school having a curriculum including the same courses ordinarily given in a public school that may include accessory structures such as a gymnasium or stadium.
168. **School, Trade.** Any building used for the offering of regularly scheduled instruction in technical, commercial or industrial trade skills.
169. **Scientific Lab.** A facility primarily engaged in performing physical, chemical, and other analytical testing services or investigation and experimentation of a scientific nature and other scientific research, but not for the production of a product.

170. **Scrap Metal Processor.** Any building or land used for the storage, purchase or sale of scrap metal which may include the grading, cutting, preparing, processing or refining of scrap metal for sale and shipment to industrial consumers.
171. **Shopping Center.** A group of commercial-retail establishments planned, developed, owned or managed as a unit with off-street parking provided on the property. Any out-parcel within a shopping center shall be developed under a separate site plan.
172. **Sign.** A sign is any object or device or part thereof situated outdoors or indoors which is used to advertise or identify a person, institution, organization, business, product, service, event or location by any means including words, letters, figures, designs, symbols, fixtures, colors, illumination or projected images. Signs do not include merchandise, pictures or models of products or services incorporated in a window display.
173. **Solar Panel, Building Mounted.** A solar energy collection device mounted to a structure.
174. **Solar Panel, Ground Mounted.** A solar energy collection device mounted to the ground.
175. **Solid Waste Transfer Facility.** Any building used to receive and temporarily store solid waste prior to being delivered to a sanitary landfill or other solid waste facility.
176. **Special Exception.** An action where permission is granted to establish that a use be allowed within a district after the Board determines that the use as proposed would not disturb public health, safety, welfare, comfort, convenience, appearance, prosperity or general welfare.
177. **Stable.** Any lot, building, structure or premises used for the boarding, breeding, training, and/or raising of horses, whether by owners of such animals or by persons providing facilities and care.
178. **Stadium.** A large open space with tiers of seating for spectators surrounding a field used for sporting, entertainment or recreational events.
179. **Story.** That portion of a building other than a cellar, included between the surface of any floor and the surface of the floor next above it, or, if there be no floor above it, then the space between the floor and the ceiling next above it.
180. **Street.** A public right-of-way for movement of motor vehicles, pedestrians or non-motorized traffic, whether identified as a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place, or however designated.
181. **Street Line.** A dividing line between a lot, tract or parcel of land and an abutting street.
182. **Street Setback.** The distance a building or structure shall be setback from a front, side or rear lot line. Street setback may be referred to as a front, side or rear setback or front, side or

rear yard.

183. **Structure.** Anything constructed or erected, the use of which requires a location on the ground or attached to something having a location on the ground, including but not limited to buildings, signs, billboards, back stops for tennis courts, fences or radio towers.
184. **Structural Alterations.** Any change in the supporting members of a building or structure, such as bearing walls, columns, beams or girders; provided, however, that the application of any exterior modernizing shall not be considered a structural alteration.
185. **Studio, Radio/TV.** A facility for the staging and recording of video or audio productions such as, but not limited to, music commercials, programs, and motion pictures. Any broadcasting antennas or satellites are subject to the regulations of Chapter 4, Article V of this Ordinance.
186. **Subdivision Committee.** A committee composed of five (5) members of the Commission authorized to hear and decide upon applications for subdivisions of land, and to advise the chief legislative body of the City on vacation of public lands and new right-of-way dedications, all such actions to be taken on behalf on behalf of the Commission.
187. **Tank Farm.** Any land or structure used for the storage of one or more aboveground large containers for the bulk storage of material in liquid, powder or pellet form. Items stored at these facilities are intended to be wholesaled to retailers, and no retailing of stored items can occur on site.
188. **Timbering.** Any premises used for the harvesting of timber.
189. **Title Loan Business.** Any business that offers a short term loan that is collateralized by the title of a vehicle in accordance with the requirements and restrictions described and detailed in Chapter 19A of Title 5 of the Code of Alabama (Alabama Pawn Shop Act).
190. **Truck Plaza.** Any building premises or land in which or upon which a business may engage in the service, maintenance or storage of commercial vehicles including dispensing of motor fuel or petroleum products directly into motor vehicles. A truck plaza also may include overnight accommodation, restaurant and truck wash facilities.
191. **Truck Repair, Heavy.** Any building or land used for the general repair or reconditioning of heavy trucks and equipment and engines, including but not limited to body, frame or fender straightening or repair, the reconditioning, repairing, sale, mounting, or installing of any used tires, painting, or upholstery work, collision repair, vehicle steam cleaning, but excluding the assembly, disassembly, dismantling or salvage of any vehicle, in whole or in part. No abandoned or inoperable vehicles shall be stored on the premises.
192. **Upholstery Shop.** Any building used for the minor repair of furniture and replacement of upholstery to household and office furnishings but does not include motor vehicle

upholstering or repair.

193. **Urban Farm, Outdoor.** An outdoor commercial farm that produces and distributes food crops, ornamental crops and other agriculture products, such as honey, either for sale on site or off site utilizing traditional farming methods, hydroponics or aquaculture.
194. **Urban Farm, Indoor.** An enclosed commercial farm that produces and distributes food crops, ornamental crops and other agriculture products for sale on site or off site utilizing hydroponics or aquaculture, and is completely enclosed within a building. Outside storage is prohibited.
195. **Utility Substation.** A facility that regulates electric current, telephone switching or natural gas pressure for distribution to individual neighborhoods.
196. **Variance.** A departure from any provision of this Ordinance for a specific parcel, except use, without changing the zoning ordinance or the underlying zoning of the parcel. A variance is intended to be granted on rare occasions, when demonstration of unnecessary hardship based on the review standards set forth in Chapter 9, Article VI in relation to other properties in the same zoning district.
197. **Veterinarian Clinic.** An enterprise for the medical treatment of animals and for the temporary, indoor overnight boarding, care, grooming and convalescence of domesticated dogs and cats.
198. **Warehouse.** A facility used primarily for the bulk storage of goods and materials or motor vehicles, characterized by heavy trucking activity, but not involved in manufacturing or production.
199. **Wholesale.** The sale or distribution of goods from the premises that may consist of the flexible use of the floor area for warehouse, assembly, showroom and office space.
200. **Wireless Communication.** Towers, antennas and accessory buildings for transmitting and receiving radio, television, satellite, cellular and microwave, and broadcast tower.
201. **Wrecker Impound Lot.** Any land used for the outside storage of operable vehicles awaiting final disposition.
202. **Wrecker Service Yard.** Any land used for the temporary outside storage of disabled vehicles awaiting final disposition. This definition shall not be applicable to junkyards as defined herein.
203. **Yard.** An open space between a building or use and the adjoining lot lines, unoccupied and unobstructed by any structure or use from the ground upward, except as otherwise provided in Chapter 3: Area and Dimensional Regulations.

204. **Yard, Required.** A yard the depth of which is specified in Chapter 3: Area and Dimensional Regulations of the applicable district.
205. **Yard, front.** A yard extending the full width of the lot between any building and the front lot line and measured perpendicular to the building at the closest point to the front lot line. On corner lots the front yard shall be considered as parallel to the street upon which the lot has its least dimension.
206. **Yard, rear.** A yard extending across the full width of the lot between the principal building and the rear lot line and measured perpendicular to the building to the closest point of the rear lot line.
207. **Yard, side.** A yard extending from the front yard to the rear yard between the principal building and the side lot line and measured perpendicular from the side lot line to the closest point of the principal building.
208. **Zoning Advisory Committee.** A committee composed of seven members of the Commission authorized to approve site development plans, hear and recommend rezoning of land applications and Zoning Ordinance text changes to advise the chief legislative body of the City, all such actions to be taken on behalf of the Commission.
209. **Zone map.** The map referred to in Chapter 9, Article I (Official Zoning Map).
210. **Zoning district map.** The Zone Map.
211. **Zoo.** Any premises, building or enclosure which contains wild animals on exhibition for viewing by the public.

**SECTION 2. BE IT ORDAINED** by the Council of the City of Birmingham that Title 1, Chapter 2: Zoning Districts and Permitted Uses; Article II: Permitted Uses Table; Section 6: Permitted Use Table 1.02.201 - MEDICAL USES, of the City of Birmingham Zoning Ordinance, Ordinance No. 17-51, as amended, is hereby amended to read as follows:

Zoning District	D-1	D-2	D-3	D-4	D-5	D-6	MU-L	MU-M	MU-H	MU-D	C-1	C-2	I-1	I-2	I-3	I-4	PR D	MXD / PUD	HI D	AG
<b>MEDICAL USES:</b>																				
Clinic	X	X	X	X	X	X	PC	P	P	P	PC	P	P	P	P	X	X	PCP	PM P	X
Hospital	X	X	X	X	X	X	X	SE	P	P	X	P	P	X	P	X	X	PCP	PM P	X
Medical Cannabis Cultivator	X	X	X	X	X	X	X	X	X	X	X	X	PC	PC	PC	X	X	X	X	PC
Medical Cannabis Dispensary	X	X	X	X	X	X	X	X	PC	PC	X	PC	PC	PC	PC	X	X	X	X	X
Medical Cannabis Integrated Facility	X	X	X	X	X	X	X	X	X	X	X	X	PC	PC	PC	X	X	X	X	X
Medical Cannabis Processor	X	X	X	X	X	X	X	X	PC	PC	X	X	PC	PC	PC	X	X	X	X	X
Medical Cannabis Secure Transporter	X	X	X	X	X	X	X	X	PC	PC	X	PC	PC	PC	PC	X	X	X	X	X
Medical Cannabis State Testing Laboratory	X	X	X	X	X	X	X	X	PC	PC	X	PC	PC	PC	PC	X	X	X	X	X
Medical Lab	X	X	X	X	X	X	X	SE	P	P	SE	P	P	P	P	X	X	PCP	PM P	X
Opioid Replacement Therapy Treatment Facility	X	X	X	X	X	X	X	X	PC	PC	X	PC	PC	PC	X	X	X	X	X	X
Scientific Lab	X	X	X	X	X	X	X	X	SE	SE	X	SE	P	P	P	X	X	PCP	PM P	X
Veterinarian Clinic	X	X	X	X	X	X	X	X	PC	PC	X	PC	PC	PC	PC	X	PC	PCP	PM P	PC

**SECTION 3. BE IT ORDAINED** by the Council of the City of Birmingham that Title 1, Chapter 4: Land Use Development Standards; Article II: Uses Permitted With Conditions (PC); Section 4: Medical Uses, of the City of Birmingham Zoning Ordinance, Ordinance No. 17-51, as amended, is hereby amended to read as follows:

**Section 4. Medical uses.**

- A. **Clinic.** In the following districts: MU-L and C-1 a clinic shall be permitted provided that the following conditions are met:
  - 1. Clinics shall be limited in size to no more than 7,500 square feet.
- B. **Medical Cannabis Cultivator.** In the M-1, M-1A, M-2, M-3, I-1, I-2, I-3, and AG districts, a medical cannabis cultivator shall be permitted provided the following conditions are met:
  - 1. The applicant submits a statement from the Alabama Medical Cannabis Commission, AMCC, and/or the Alabama Department of Agriculture and Industry that the proposed facility meets the requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agency, a letter stating that fact from this agency must be provided.
  - 2. Cultivators authorized pursuant to Ala. Code, 1975, § 20-2A-62, as now or hereafter amended, shall operate in accordance with the provisions set forth in Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and shall comply with all Rules and Regulations of the Alabama Medical Cannabis Commission and the Department of Agriculture and Industry. Except as specifically provided in this Section, Cultivators shall be governed by the Medical Cannabis Act, the AMCC Rules and the rules of the

Alabama Department of Agriculture and Industries at Title 80 of the Alabama Administrative Code, as now or hereafter amended.

C. **Medical Cannabis Dispensary.** In the B-2, B-3, B-4, B-5, M-1, M-1A, M-2, M-3, MU-H, MU-D, C-2, I-1, I-2, and I-3 districts a medical cannabis dispensary shall be permitted provided the following conditions are met:

1. The applicant submits a statement from the Alabama Medical Cannabis Commission, AMCC, that the proposed facility meets requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agency, a letter stating that fact from this agency must be provided.
2. Medical Cannabis Dispensaries authorized pursuant to Ala. Code, 1975, § 20-2A-64, as now or hereafter amended, shall operate with the provisions of Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and shall comply with all Rules and Regulations of the Alabama Medical Cannabis Commission, AMCC. Except as specifically provided in this Section, Dispensaries shall be governed by the Medical Cannabis Act and the AMCC Rules.

D. **Medical Cannabis Integrated Facility.** In the M-1, M-1A, M-2, M-3, I-1, I-2, and I-3 districts, a medical cannabis integrated facility, shall be permitted provided the following conditions are met:

1. The applicant submits a statement from the Alabama Medical Cannabis Commission, AMCC, that the proposed facility meets requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agency, a letter stating that fact from this agency must be provided.
2. Medical Cannabis Integrated Facility authorized pursuant to Ala. Code, 1975, § 20-2A-67, as now or hereafter amended, shall operate with the provisions of Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and shall comply with all Rules and Regulations of the Alabama Medical Cannabis Commission, AMCC. Except as specifically provided in this Section, Medical Cannabis Integrated Facilities shall be governed by the Medical Cannabis Act and the AMCC Rules.

E. **Medical Cannabis Processors.** In the B-3, B-4, M-1, M-1A, M-2, M-3, MU-H, MU-D, I-1, I-2, and I-3 districts a medical cannabis processor shall be permitted provided the following conditions are met:

1. The applicant submits a statement from the Alabama Medical Cannabis Commission, AMCC, that the proposed facility meets requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agency, a letter

stating that fact from this agency must be provided.

2. Medical Cannabis Processors authorized pursuant to Ala. Code, 1975, § 20-2A-63, as now or hereafter amended, shall operate with the provisions of Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and shall comply with all Rules and Regulations of the Alabama Medical Cannabis Commission. Except as specifically provided in this Section, Medical Cannabis Processors shall be governed by the Medical Cannabis Act and the AMCC Rules.

F. **Medical Cannabis Secure Transporter.** In the B-2, B-3, B-4, M-1, M-1A, M-2, M-3, MU-H, MU-D, C-2, I-1, I-2, and I-3 districts a medical cannabis secure transporter shall be permitted provided the following conditions are met:

1. The applicant submits a statement from the Alabama Medical Cannabis Commission, AMCC, that the proposed facility meets requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agency, a letter stating that fact from this agency must be provided.
2. Medical Cannabis Secure Transporters authorized pursuant to Ala. Code, 1975, § 20-2A-65, as now or hereafter amended, shall operate with the provisions of Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and shall comply with all Rules and Regulations of the Alabama Medical Cannabis Commission, AMCC. Except as specifically provided in this Section, Medical Cannabis Secure Transporters shall be governed by the Medical Cannabis Act and the AMCC Rules.

G. **Medical Cannabis State Testing Laboratory.** In the O&I, B-2, B-3, B-4, B-5, B-6, M-1, M-1A, M-2, M-3, MU-H, MU-D, C-2, I-1, I-2, and I-3 districts a medical cannabis state testing laboratory shall be permitted provided the following conditions are met:

1. The applicant submits a statement from the Alabama Medical Cannabis Commission, AMCC, that the proposed facility meets requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agency, a letter stating that fact from this agency must be provided.
2. Medical Cannabis State Testing Laboratories authorized pursuant to Ala. Code, 1975, § 20-2A-66, as now or hereafter amended, shall operate with the provisions of Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and shall comply with all Rules and Regulations of the Alabama Medical Cannabis Commission, AMCC. Except as specifically provided in this Section, Medical Cannabis State Testing Laboratories shall be governed by the Medical Cannabis Act and the AMCC Rules.

H. **Opioid Replacement Therapy Treatment.** In the MU-H, MU-D, C-2, I-1, and I-2 district, opioid replacement therapy treatment shall be permitted provided that the following



conditions are met:

1. The applicant submits a statement from the State Department of Health, State Health Planning and Development Agency, or the State Department of Mental Health and/or the Jefferson County Department of Health that the proposed facility meets all requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agencies, a letter stating that fact from these agencies must be provided.
- I. **Veterinarian Clinic.** In the following districts: AG, MU-H, MU-D, C-2, I-1, I-2 AND PRD a veterinarian clinic shall be permitted provided that the following conditions are met:
1. Outdoor exercise yards shall be permitted provided that they are completely fenced and used only between 7a.m. and 7p.m., when a staff person of the clinic is present in the exercise yard. Where such outdoor activities abut a dwelling zone district or district permitting dwelling use, a 50-foot setback is required.
  2. Boarding of animals either undergoing medical treatment or not are permitted as an accessory use subject to the following conditions.
    - a. Accessory animal boarding shall occur within completely enclosed structures.
    - b. No more than thirty percent of the gross floor area of the veterinary clinic may be used as a boarding facility.
    - c. No outdoor kennels or runs are permitted.
    - d. No part of any building or structure in which animals are housed shall be closer than 50 feet from any existing residence located on an adjacent parcel.
    - e. All on-site waste shall be housed either within the boarding facility or an accessory structure, and all waste shall be disposed of in a sanitary fashion no less frequently than one time per week. The drainage of all liquid by-products from the kennel shall be discharged into a permitted sanitary sewer line or septic tank and shall not be disposed of by way of storm sewers, creeks, streams, or rivers.

**SECTION 4. BE IT ORDAINED** by the Council of the City of Birmingham that Title 1, Chapter 4: Land Use Development Standards; Article III: Uses Permitted by Special Exception (SE); Section 5: Medical use special exceptions, of the City of Birmingham Zoning Ordinance, Ordinance No. 17-51, as amended, is hereby amended to read as follows:

**Section 5. Medical use special exceptions.**

- A. **Hospital.** In the MU-M district, a special exception may be granted by the Board provided that the following conditions are met:
1. When a hospital abuts a dwelling district, screening in the form of a landscape buffer yard shall be applied per Chapter 6, Article III of this Ordinance.

2. When a hospital structure abuts a dwelling district there shall be a minimum setback of 50 feet.
  3. A traffic impact study may be required that demonstrates adequate traffic controls are provided as determined by the Traffic Engineer for the City.
- B. **Medical Lab.** In the MU-M and C-1 districts, a special exception may be granted by the Board provided that the following conditions are met:
1. Medical Labs in the MU-M and C-1 shall be limited to 7,500 square feet.
- C. **Scientific Lab.** In the MU-H, MU-D and C-2 districts, a special exception may be granted by the Board provided that the following conditions are met:
1. No smoke, dust or vibration shall be detectable at the property line.
  2. No scientific lab shall be permitted that is required by ADEM to have a permit for release of any kind.
  3. When adjacent to a dwelling district, a landscape buffer yard is required per Chapter 6, Article III of this Ordinance and the scientific lab shall be set back from the property line no less than 50 feet.

**SECTION 5.** That the provisions of this Ordinance are hereby declared to be severable. If any of these sections, provisions, sentences, clauses phrases, or parts are held to be unconstitutional or void, the remainder shall continue in full force and effect.

**SECTION 6.** That this Ordinance shall become effective upon publication as required by statute.



License Type: Integrated Facility  
Medical Cannabis Ordinance

Additional Resources/Contact Information

Department of Planning, Engineering, & Permits

**City of Birmingham Permitting**

205 - 254 - 2904

<https://www.birminghamal.gov/pep>

**City of Birmingham Zoning**

205 - 254 - 2478

<https://www.birminghamal.gov/pep>

**City of Birmingham Department of Innovation & Economic Opportunity (IEO)**

205 - 254 - 2799

<https://ieo.birminghamal.gov/>

**City of Birmingham Community Development Department (Neighborhood Association Information)**

205 - 297 - 8192

<https://www.birminghamal.gov/community-development/community-resource-services-division/>

**Birmingham City Council**

205 - 254 - 2294

<https://www.birminghamcitycouncil.org/>

**City of Birmingham Department of Finance – Tax and License Office**

205 - 254 - 2198

<https://www.birminghamal.gov/about/city-directory/finance/newbusiness/>

**Alabama Medical Cannabis Commission**

<https://amcc.alabama.gov>

# Attachment 12

## 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 7<sup>th</sup> day of December, 2021.

  
\_\_\_\_\_  
STEVEN L. REED, MAYOR

ATTEST:

  
\_\_\_\_\_  
BRENDA GALE BLALOCK, CITY CLERK

63-2021

# Attachment 13



City of **Montgomery**, Alabama

Land Use Division  
Thomas M. Tyson, Jr.

Steven L. Reed  
Mayor

City Council Members

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

December 15, 2022

Victor Macebo  
TheraTrue Alabama, LLC  
4062 Peachtree Rd. NE, Suite A300  
Atlanta, GA 30319

**RE: 9 & 13 Holliday Drive**

Dear Sir or Madam:

This is to advise you that the property located at 9 & 13 Holliday Drive, is in a B-2 (Commercial) Zoning District, which allows a medical cannabis dispensary.

There are no variances, special exceptions or open 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

# Attachment 14

**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





## THE CITY OF MOBILE, ALABAMA PLANNING & ZONING DEPARTMENT

### ZONING CERTIFICATION LETTER

December 21, 2022

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

RE: **6353 Cottage Hill Rd, Mobile, AL 36609**  
**Parcel Number: R023302043000044**

To Whom it May Concern:

This is to certify that the above-referenced property is zoned B-2, Neighborhood Business District, and may be used for any conforming use, subject to compliance with all municipal codes and ordinances. Use of the property as a medical marijuana dispensary is allowed by right in this zoning district under the Unified Development Code (UDC), which will be the Zoning Ordinance applicable to the City of Mobile in the future, subject to compliance with all State and Federal regulations. It should be noted that the proposed Use is only allowed by right on property developed with a building and/or tenant space smaller than 60,000 sf.

The UDC can be found online here: <https://mapformobile.org/udc/>. See the attached ordinance for any additional requirements.

To the best of our knowledge the site is considered legal conforming and there are no outstanding zoning violations at this time. The site is not located within any local Historic District, Planning Areas or any other Special Districts.

If additional assistance is needed, please contact me (251) 208-5895.

Sincerely,

Payton Rogers  
Planner II

**ORDINANCE NO. 2158**

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

**WHEREAS**, in 2021 legislative session the Alabama legislature passed Act No. 21-450 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**, this act requires the governing body of any municipality by ordinance to authorize the operation of the dispensing sites within the corporate limits of the municipality; and

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


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

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF  
NORTHPORT, ALABAMA AS FOLLOWS:**

1. That, 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 Northport subject to the provisions of Act 21-450 and any relevant provisions of the code of the City of Northport.


**ORDAINED THIS THE 24<sup>th</sup> DAY OF OCTOBER, 2022.**

**CITY COUNCIL OF THE CITY OF NORTHPORT**

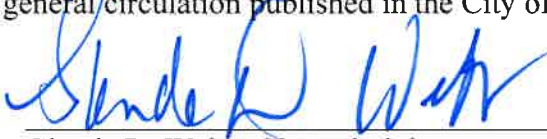
BY:   
Jeff Hogg, Its President

**ATTEST:**

  
Glenda D. Webb  
City Administrator

Approved this the 24<sup>th</sup> day of October 2022.   
Bobby Herndon, Mayor

I hereby certify that the above and foregoing Ordinance was published on November 09, 2022 in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

  
Glenda D. Webb, City Administrator

1<sup>st</sup> Reading: Rules Suspended  
Motion By: Hogg  
Second By: Hinton  
2<sup>nd</sup> Reading: October 24, 2022  
Motion By: Washington  
Second By: Hinton  
Publication: November 09,2022

## Attachment 17

December 15, 2022

TheraTrue

Re: 824 McFarland Blvd (Parcel IDs: 63-31-02-10-1-008-010.000)

To Whom It May Concern:

This letter is to confirm that the above-referenced property is located within the city limits of Northport and is zoned C-6 "Highway commercial". Legal medicinal cannabis dispensaries are a permitted use within this zoning district.

A list of allowable uses for this zoning district can be found on table 4-1 in our zoning ordinance. A copy of this ordinance is available for download on our website (<https://www.cityofnorthport.org/departments/planning-inspections>). Please note also that all multi-family housing and performance residential developments require a conditional use approval.

If we can be of further assistance, please do not hesitate to contact this office at 205-339-7000.

Sincerely,

*Meredith Mullins*

Meredith Mullins  
Planning & Inspections  
City of Northport

# Attachment 18

License Type: Integrated Facility

2022/371

ORDINANCE NO. O-37-22

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

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

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

WHEREAS, a dispensary may only be operated in a municipality if the municipality has passed a resolution authorizing the operation of dispensaries within the municipality's corporate limits; and

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

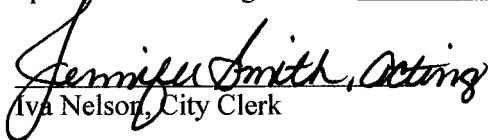
WHEREAS, the location of a dispensary within the corporate limits of the City of Gadsden will bring the potential of new employment opportunities for the citizens of the City of Gadsden; and

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

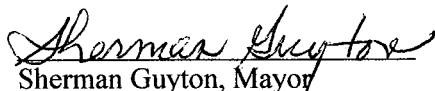
Now, Therefore, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GADSDEN, ALABAMA, as follows:

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

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

  
Iva Nelson, City Clerk

APPROVED on October 11, 2022

  
Sherman Guyton, Mayor

# Attachment 19

2022/467

ORDINANCE NO. O-49-22

## Amending the Zoning Ordinance to Permit Medical Cannabis

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GADSDEN, ALABAMA, as follows:

Section 1. Section 130-312(f) of the Gadsden City Code is amended to add the following uses as follows:

Under Commercial (Retail Sales):

Names, Uses and Conditions	R-1	R-2	R-T	B-1	B-2	B-3	B-4	I-1	I-2	O-1
Medical Cannabis Dispensary: Subject to all Rules and Regulations of the Alabama Medical Cannabis Commission; §20-2A-2, Chapter 8 (current and future amendments)	-	-	-	R	R	R	R	-	-	R

Under Industrial:

Names, Uses and Conditions	R-1	R-2	R-T	B-1	B-2	B-3	B-4	I-1	I-2	O-1
Medical Cannabis Secure Transporter: Subject to all Rules and Regulations of the Alabama Medical Cannabis Commission; §20-2A-2, Chapter 8 (current and future amendments)	-	-	-	-	R	X	-	R	R	-
Names, Uses and Conditions	R-1	R-2	R-T	B-1	B-2	B-3	B-4	I-1	I-2	O-1
Medical Cannabis Integrated Facility: Subject to all Rules and Regulations of the Alabama Medical Cannabis Commission; §20-2A-2, Chapter 8 (current and future amendments)	-	-	-	-	X	X	-	R	R	-

Under Manufacturing:

<b>Names, Uses and Conditions</b>	<b>R-1</b>	<b>R-2</b>	<b>R-T</b>	<b>B-1</b>	<b>B-2</b>	<b>B-3</b>	<b>B-4</b>	<b>I-1</b>	<b>I-2</b>	<b>O-1</b>
Medical Cannabis Processors: Subject to all Rules and Regulations of the Alabama Medical Cannabis Commission; §20-2A-2, Chapter 8 (current and future amendments)	-	-	-	-	X	X	-	R	R	-

Under Other Uses:

<b>Names, Uses and Conditions</b>	<b>R-1</b>	<b>R-2</b>	<b>R-T</b>	<b>B-1</b>	<b>B-2</b>	<b>B-3</b>	<b>B-4</b>	<b>I-1</b>	<b>I-2</b>	<b>O-1</b>
Medical Cannabis Cultivators: Subject to all Rules and Regulations of the Alabama Medical Cannabis Commission; §20-2A-2, Chapter 5 in conjunction Rules and Regulations of the Alabama Department of Agriculture found in r.80-14-1 (current and future amendments)	-	-	-	-	X	X	-	R	R	-

Section 2. The definitions in Section 130-1 of the Gadsden City Code are amended to add the following definitions:

*Dispensary means an entity licensed by the commission under § 20-2A-64, Code of Alabama 1975 (as amended), authorized to dispense and sell medical cannabis at dispensing sites.*

*Secure Transporter means an entity licensed by the Commission under § 20-2A-65, Code of Alabama 1975 (as amended), authorized to transport cannabis or medical cannabis from one licensed facility or site to another licensed facility or site.*

*Integrated Facility means an entity licensed under § 20-2A-67, Code of Alabama 1975 (as amended).*

*Processor means one who is licensed by the Commission under § 20-2A-63, Code of Alabama 1975 (as amended), authorized pursuant to Article 4 of the Act of these Rules to purchase cannabis from a cultivator and extract derivatives from the cannabis to produce a medical cannabis product or products for sale and transfer in packaged and labeled form back to the contracting cultivator, if applicable, or to a dispensary or integrated facility where the packaged and labeled product may be offered for sale at a dispensary site to holders of a valid, unrevoked and unexpired Medical Cannabis Card.*

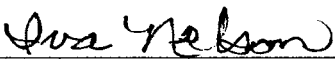
*Cultivator means an entity licensed by the Alabama Medical Cannabis Commission (or, as applicable, the Department of Agriculture and Industries) under § 20-2A-62, Code of Alabama 1975 (as amended), to grow cannabis pursuant to Article 4 of the Act.*

Section 3. The provisions of this ordinance shall be effective on publication.

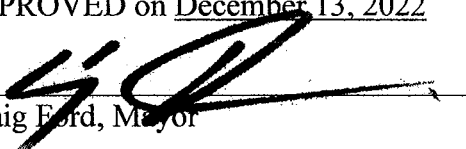
Section 4. The sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable. If any section, subsection, paragraph, sentence, clause and phrase of this ordinance is declared unconstitutional or invalid by a valid judgment of a court of competent jurisdiction, such judgment shall not affect the validity of any other section, subsection, paragraph, sentence, clause and phrase of this ordinance. The city council declares that it is its intent that it would have enacted this ordinance without such invalid or unconstitutional provisions.

Section 5. The provisions of this ordinance repeal any prior ordinance or provision of the Gadsden City Code to the extent of any conflict.

I certify that the City Council of the City of Gadsden, Alabama, duly adopted this ordinance at an open meeting held on December 13, 2022.

  
\_\_\_\_\_  
Iva Nelson, City Clerk

APPROVED on December 13, 2022

  
\_\_\_\_\_  
Craig Ford, Mayor





**City of  
GADSDEN**

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

Heath Williamson  
*Director of Engineering*  
  
Nick Hall  
*Director of Planning*

December 13, 2022

TheraTrue [REDACTED]  
c/o Victor E. Mancebo

Re: Zoning Verification Letter  
401-407 George Wallace Drive  
Gadsden, AL 35903  
Medical Cannabis Dispensary

To Whom it May Concern:

The subject property located at 401-407 George Wallace Drive, Gadsden, AL, 35903, is located within the corporate limits of the City of Gadsden and has a zoning designation of B-2, General Business District. The City of Gadsden Chart of Permitted Uses, Chapter 130, Section 312(f) allows for a Medical Cannabis Dispensary as a "use by right" in a B-2, General Business District. This letter does not exempt this use or property from any other requirements for permitting or licensing.

A Medical Cannabis Dispensary, as proposed to be located at 401-407 George Wallace Drive, Gadsden, AL, 35903, being a "use by right" in a B-2, General Business District, is eligible to apply for a City of Gadsden business license only after the applicant has received a provisional Integrated Facility license or a provisional Medical Cannabis Dispensary license, as may be applicable, from the Alabama Medical Cannabis Commission.

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

This information was researched on December 12, 2022, by the undersigned, per request and as a public service. The undersigned certifies that the above information contained herein is believed to be accurate and is based upon, or relates to the information provided by the requestor. The Authority assumes no liability for errors or omissions. All information was obtained from public records, which may be inspected during regular business hours. Should you have further questions, please contact me at 256-549-4525.

Sincerely,

Tina P. Cody  
Zoning Administrator  
City of Gadsden Planning Department

Redacted Copy

## 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.

Victor Mancebo

Chief Executive Officer

**Printed Name of Verifying Individual**

**Title of Verifying Individual**



12/30/2022

**Signature of Verifying Individual**

**Verification Date**

















































































































# Redacted Copy

## **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.**

Victor Mancebo

Chief Executive Officer

**Printed Name of Verifying Individual**

**Title of Verifying Individual**



12/30/2022

**Signature of Verifying Individual**

**Verification Date**



















































Redacted Copy

## **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.**

Victor Mancebo

Chief Executive Officer

**Printed Name of Verifying Individual**

**Title of Verifying Individual**



12/30/2022

**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.

Victor Mancebo

Chief Executive Officer

**Printed Name of Verifying Individual**

**Title of Verifying Individual**



12/30/2022

**Signature of Verifying Individual**

**Verification Date**

**In compliance with Ala. Admin. Code, Reg. 538-x-8-.05(3)(d), Applicant has a detailed plan for point-of-sale responsibilities including dispensing, education, consultation, provision of information, responses to patient and caregiver questions, and instructions for use regarding all medical cannabis products, responsibilities which will be conducted by a Certified Dispenser each dispensing site.**

Status of Plan: Complete

Accountable point-of-sale (“POS”) operations will drive TheraTrue Alabama LLC (“Applicant”) to the highest levels of professional responsibility as an Integrated Facility in Alabama. Accountability demands that all dispensing transactions are overseen by the most rigorously trained, qualified Certified Dispensers in the State and backstopped by state-of-the-art inventory tracking and POS technologies that provide multiple redundancies and software functions to prevent human error and manipulation. As its integrated POS System, Applicant will use BioTrack THC in tandem with the Patient Registry and Metrc discussed further below. Further, accountability necessitates thorough and transparent patient education and consultation within the permissible bounds of allowable topics under Ala. Admin. Code, Reg. 538-x-8-.03(7). Applicant is not new to medical cannabis or highly regulated industries. Applicant’s team has combined experience across 14 regulated cannabis jurisdictions nationwide with Applicant’s affiliates or other large cannabis operators. Other members of the team are experienced in agriculture, horticulture, research and development, and more. Most recently, Applicant’s team was given provisional notice of award of a Class 2 Production License in the neighboring state of Georgia’s medical cannabis market. Applicant knows how to safely dispense medical cannabis and reach into underserved and rural communities. Applicant is a 100% minority owned business. As a confirmation of the genuineness of Applicant’s ownership and control by people of color, Applicant achieved certification as a minority-owned business from the Office of Minority Business Enterprise at the Alabama Department of Economic and Community Affairs. Applicant understands how important transparency is in this new and emerging market and commits to serving as a trusted partner for qualifying patients, certified caregivers, registered certifying physicians, and the Alabama Medical Cannabis Commission (“Commission”).

*Applicant's Certified Dispensers will oversee all dispensing activities and POS responsibilities at each dispensing site*

Upon licensure by the Commission, Applicant commits to hiring highly qualified Certified Dispensers, far exceeding any requirements established in Ala. Admin. Code, Reg. 538-x-8-.03(3) as to qualifications. By hiring and retaining the most qualified Certified Dispensers in the State with demonstrated experience in fields such as medical cannabis in other regulated markets, pharmacology, biology and more, Applicant will ensure it maintains an exceptional capacity to conduct POS responsibilities at the highest levels of compliance. Applicant's Certified Dispensers will also meet, and at times exceed, all Commission established requirements regarding training and certification, including but not limited to those contained in Ala. Admin. Code, Reg. 538-x-8-.03(4), Ala. Admin. Code, Reg. 538-x-4-.04, and § 20-2A-64(e)(1)-(2), Ala. Code 1975. In addition to meeting the external training requirements, Applicant will exceed these requirements by established tested in-house training requirements for all staff as well.

As required in § 20-2A-64(d), Ala. Code 1975 and Ala. Admin. Code, Reg. 538-x-8-.03(2), Applicant will have a qualified and trained Certified Dispenser on duty at all times while its dispensing sites are open for business and these individuals will oversee and sign off on all sales of medical cannabis as the dispensary employees ultimately responsible for each transaction. In tandem with security personnel, Applicant's Certified Dispensers will consistently ensure that the number of patients, caregivers and other authorized persons on the premises remains in compliance with Ala. Admin. Code, Reg. 538-x-8-.05(3)(n) and does not in any case exceed that which is permitted by the applicable fire code.

Certified Dispensers will supervise all dispensing, as required in Ala. Admin. Code, Reg. 538-x-8-.02(6)(c). In accordance with Ala. Admin. Code, Reg. 538-x-8-.03(5), prior to dispensing any medical cannabis, a Certified Dispenser, or a trained, authorized employee supervised by a Certified Dispenser, will confirm that any patient or caregiver holds a valid, current, unexpired, and unrevoked medical cannabis card, that the dispensing of medical cannabis conforms to the type and amount recommended in the physician certification, and that the amount recommended will not exceed the 60-day daily dosage purchasing limit. In compliance with Ala. Admin. Code, Reg. 538-x-8-.02(6)(h), Certified Dispensers will also verify dispensing is in accordance with physician product and dosing instructions. These

verifications will be performed every time a patient or caregiver requests to purchase medical cannabis. Applicant will only sell or dispense medical cannabis that is properly tested, approved, packaged, and labeled, pursuant to Ala. Admin. Code, Reg. 538-x-8-.02(6)(a).

*Certified Dispensers will oversee methodical and compliant inventory tracking at POS stations*

As required in Ala. Admin. Code, Reg. 538-x-4-.05(5), Certified Dispensers and authorized, dispensing employees will complete pre-commencement or pre-employment IT certification from a certified IT and technology third-party professional for all databases with which they must interact, including but not limited to the following, demonstrating their proficiency prior to commencing work:

- The Alabama Medical Cannabis Patient Registry System ("Patient Registry").
- The Commission's Statewide Seed-to-Sale Tracking System, Metrc.

During dispensing, Certified Dispensers will ensure that all transactions are recorded in the Patient Registry and Metrc, through an integration with BioTrack or otherwise, at the time of the dispensing of medical cannabis, pursuant to Ala. Admin. Code, Reg. 583-x-8-.03(6), Ala. Admin. Code, Reg. 538-x-8-.02(6)(b), § 20-2A-64(d)(4), Ala. Code 1975, § 20-2A-54, Ala. Code 1975, and § 20-2A-64(e)(3)(b)-(c), Ala. Code 1975, recording and attaching to the package a patient label with the name and medical cannabis card number of the patient or caregiver, as applicable, the name and contact information of the registered certifying physician, the amount and type of medical cannabis being dispensed with the physician's dosing comments and maximum daily dosage recommendations, and the date and time of dispensing.

All employees who dispense medical cannabis products will enter their dispensing records into electronic tracking systems under their own name or unique employee ID for quality and training improvement purposes. Applicant will implement protocols and train staff to maintain the confidentiality of patient information in accordance with HIPAA arising from or related to the dispensary's access to the Patient Registry and/or from any other source, as required in Ala. Admin. Code, Reg. 538-x-8.05(3)(e).

As to payment and cash handling, at least two employees, including a Certified Dispenser, will always be present during cash handling to reduce errors and ensure

accountability. Certified Dispensers will oversee required sales tax allocation, pursuant to Ala. Admin. Code, Reg. 583-x-8-.03(8).

*Applicant's dispensing team will be experts in patient consultation and education*

Consultation and education are subtle cornerstones of Applicant's POS plan. In compliance with Ala. Admin. Code, Reg. 538-x-8-.03(7), Applicant's Certified Dispensers may, at the request of the patient or caregiver, provide instructions on the proper administration of medical cannabis, education regarding potential side effects, potential drug interactions, or aspects of medical cannabis, but Certified Dispensers cannot offer advice regarding the safety or effectiveness of medical cannabis, the recommended daily dosage, or type of medical cannabis recommended by the registered certifying physician. Certified Dispensers and authorized employees will be trained in accordance with these and all other relevant requirements, including but not limited to Ala. Admin. Code, Reg. 538-x-4-.04(2), and conduct themselves calmly, compassionately, and professionally. Applicant will provide staff with suggestions on how to politely refer individuals back to their certifying physician in the event they seek prohibited medical advice at a dispensary.

In far exceeding minimum established criteria, if approved by the Commission, Applicant will review its printed educational materials for patients and caregivers in multiple languages (including English, Spanish, and additional languages that reflect the demographics of the surrounding communities) with the Commission prior to distribution. Physical copies of educational materials will be placed in private consultation rooms in which, if approved by the Commission, Certified Dispensers will conduct permissible one-on-one consultations with patients and caregivers upon request. As permissible under Ala. Admin. Code, Reg. 583-x-8-.03(7), consultation and educational materials will include:

- Guidance and instructions on the regulated and proper administration and use of all medical cannabis products allowable by the Commission 583-x-8-.03(7) such as: Patients should always consult their recommending certified physician for any questions prior to using medical cannabis products for the treatment of a qualifying medical condition.
- A clear list of established potential side effects of medical cannabis use from renowned organizations like the Mayo Clinic which lists the following side effects for

“marijuana” use on its website: headaches, dry mouth and eyes, lightheadedness and dizziness, drowsiness, and fatigue. Other more serious side effects may include nausea and vomiting, disorientation, hallucinations, increased heart rate and increased appetite.

- Information on drug interactions from similar organizations, like the following information from the Mayo Clinic:
  - Anticoagulants and anti-platelet drugs, herbs, and supplements reduce blood clotting, but medical cannabis could change how the body processes them, possibly increasing the risk of bleeding.
  - CNS depressants used in combination with medical cannabis might increase the sedative effect of these drugs.
  - Medical cannabis use could reduce the effectiveness of protease inhibitors, common anti-viral drugs.
  - Mixing selective serotonin reuptake inhibitors with medical cannabis could increase the risk of mania.
- Explanation of the various aspects of medical cannabis such as cultivars (or “strains”), cannabinoids, terpenoids, trichomes, and more. For example, materials may indicate that terpenes give cannabis cultivars their unique scents while also interacting synergistically with cannabinoids and other compounds in the plant.
- Pursuant to Ala. Admin. Code, Reg 538-x-2-.08(5) and Ala. Admin. Code, Reg 538-x-2-.08(7), general instructions for proper, secure storage of medical cannabis products either by maintaining products in the original dispensing packaging with an unaltered label or in another container designed for storing medical cannabis. Applicant will exceed any established minimum criteria by providing all patients and caregivers leaving any dispensary with an opaque, child resistant exit bag to store products and prevent unauthorized use of or access.

Redacted Copy

## 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.

Victor Mancebo

Printed Name of Verifying Individual



Signature of Verifying Individual

Chief Executive Officer

Title of Verifying Individual

12/30/2022

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.

Victor Mancebo

**Printed Name of Verifying Individual**



**Signature of Verifying Individual**

Chief Executive Officer

**Title of Verifying Individual**

12/30/2022

**Verification Date**

**In compliance with Ala. Admin. Code, Reg. 538-x-08-.05(3)(h), Applicant has a meticulous plan for handling money and allocating and remitting taxes as required by any local, state, or federal agency.**

Status of Plan: Complete

TheraTrue Alabama LLC's ("Applicant") plan for handling money and allocating and remitting all required taxes is comprised of multi-pronged standard operating procedures as to (i) general cash handling, (ii) the use and maintenance of accurate cash counting machines, (iii) opening protocols, (iv) closing protocols, and (v) operational protocols during and after a cash transaction, such as armored transport to a local Alabama-based bank, credit union, or financial institution from a Alabama-company such as Montgomery Armored Car Service, Inc., and reconciliation between Applicant's point-of-sale system, BioTrack, and accounting platform, Quickbooks. Applicant will fully comply and cooperate with any applicable tax regulator, such as the Internal Revenue Service, the Alabama Department of Revenue, and local regulators.

Applicant will require at least two employees, including at least one high-level member of management such as a General Manager ("GM") to always be present during cash handling. This eliminates errors and ensure accountability. All cash reserves will be stored in cash safes inside secure, locked areas such as Vaults. Applicant's plan aligns with the U.S. Department of Commerce's Office of Financial Management's *Cash Management Policies and Procedures Handbook* (the "Handbook") in that it will require payment in U.S. currency immediately for all medical cannabis transactions, deposit processing will be completed promptly and include detailed records, and accounting systems will be designed for accuracy and utility.

*Applicant has strict money handling policies* - As to cash handling, all cash reserves, when not in registers at point-of-sale stations, will be stored in a cash safe inside the secured, locked area, such as a Vault, separate from any medical cannabis products. The Vault will only be accessible by an RFID card programmed for a GM, or in some cases a CD, otherwise employees will not have access to the Vault or the cash safe inside. The cash safe will contain a daily Cash Receipt Log to aid Applicant in keeping track of who exchanged bills, time of exchange, and bills leaving/entering the box. The cash safe will also contain all closing receipts from all registers from shift changes during the workday.

All cash registers will be supplied from cash reserves and counted at the beginning and end of each business day, or at the end of a dispensing employee's shift. Dispensing employees will either be CDs, as required in Ala. Admin. Code, Reg. 583-x-8-.03 or supervised by a CD, pursuant to Ala. Admin. Code, Reg. 538-x-8-.02(6)(c). All counts will be captured by audio and video surveillance, pursuant to Ala. Admin. Code, Reg. 538-x-3-.05(3)(m)(16)(k)(iii). Applicant will use cash counting machines in initial counts, and manual, redundant hand counts. Cash will be counted by placing denominations separately into the counting machines (i.e., placing all \$20 bills in at once, then \$10 bills, then \$5 bills, and the \$1 bills) to promote accurate counts. Applicant will maintain cash machines to the highest standard and test them periodically for accuracy. If a cash machine is found to be inaccurate, it will be repaired or discarded if it is determined that it cannot be fixed. Applicant will have a small supply of petty cash in a Petty Cash Envelope inside the cash safe. The GM and CDs will have sole and exclusive access to the Petty Cash Envelope and will log any removal or additions of cash in real-time on the Cash Receipt Log with notations for time, date, and reason. Change supply cash and coin will be stored in tamper-evident and sealed Change Supply Bags inside the cash safe. Cash that is slated for deposit will be stored in tamper-evident, sealed Cash Deposit Bags, discussed further below.

CDs under the supervision of GMs, except in which case GMs qualify as CDs, will conduct opening, mid-shift, and closing cash-handling duties, as described below, at times in tandem with a second authorized employee. Implementing the secondary objective check system in cash-handling activities is just another example of the ways in which Applicant will strive to exceed any established minimum criteria and set the precedent for secure cash handling in Alabama.

*Applicant has established opening/beginning-of-shift cash handling procedures.*

To open the dispensary, GMs or CDs will remove cash from Change Supply Bags located in the secure cash safe and obtain the required denominations of bills and coins for each point-of-sale station's register. Each register will start with a \$250 change supply. The \$250 change supply will ideally be broken down as follows: Ten \$10 bills, 16 \$5 bills, 52 \$1 bills, 42 quarters, 50 dimes, 40 nickels, and 50 pennies. Counts of all registers will be conducted as described above. After initial opening counts in drawers are confirmed, the GM or CD will then assign the registers to dispensing employees, who will be CDs or



supervised by CDs, and ensure they select the corresponding register number within the BioTrack system. Lastly, the GM or CD will initial and date the Register Open/Close Log, memorializing the actions. GMs or CDs will ensure all other cash is replaced within the secure cash safe and close and lock the safe prior to leaving the office.

*Applicant's closing/end-of-shift cash handling procedures include reconciliation with BioTrack.*

At the end of the business day (or at the end of an employee's shift if they were responsible for a cash drawer), Applicant will initiate closing procedures as follows. CDs and GMs will pull the cash drawer in question and return it to the Vault. Applicant's point-of-sale system, BioTrack, will produce total transaction receipts and reports at the close of a station or change in shift, and GMs/CDs will use this information to reconcile the register. All closing counts will follow the above-mentioned count protocols. If there are no discrepancies in the reconciliation of the register, GMs/CDs will begin cash deposit protocols, discussed below, and return the change supply to a Change Supply Bag, logging all pertinent information.

If a discrepancy between the register and the BioTrack report arises, the GM/CD will recount the cash in question by hand. If the discrepancy still exists, the GM/CD will note it in a Cash Receipt Log, which is sent nightly to the Applicant's management team. Discrepancies in excess of \$30 will also be documented in the appropriate employee's personnel file and reported to the Commission if required. If the discrepancies occur multiple times despite corrective training, employees will be subject to disciplinary actions up to and including termination. Prior to the close of each shift, GMs/CDs will update the Register Open/Close Log. Then, at the end of business each night, GMs/CDs will update the Monthly Closing Report, a historical record of all nightly closings at the dispensary, by adding the BioTrack transaction report for each register for the day and copies of all deposit slips for the shift. As the final duty of the night related to money handling, at the end of each shift, GMs/CDs will verify that all registers are closed and properly accounted for, that all deposits have been logged, prepared, and stored, and that all cash on the premises resides in locked cash safes.

*Applicant will conduct cash deposits with secure, armored asset transportation partner.*

To ensure safe transportation of cash to the company's financial institution, Applicant will contract with a third-party armored-car asset transportation company, such as Montgomery Armored Car Service, Inc. ("MACS"), and always adhere to strict cash deposit protocols. Cash deposit pickups will occur on a randomized schedule to avoid potential

security breaches. Cash will be transported to Applicant's local partner financial institution for immediate depositing into Applicant's account. Applicant will initiate deposit transfers anytime cash reserves in safe total more than \$15,000.

In preparing the deposits, at the close of a cash register, the day's earnings will be separated from the \$250 of Change Supply, with totals provided by a BioTrack closing report. After the day's earnings are counted and logged, different bills will be separated into stacks of the same denomination for bundling in color-coded bands. Applicant will then place bundled cash into sequentially numbered, sealed, tamper-evident Cash Deposit Bags for storage till pick-up, logging all required information on the Cash Deposit Logs. GMs will complete deposit slips for each deposit and place them inside the Cash Deposit Bags. These deposit slips will include information such as the amount of money in the bag, the total sales for the day, any discrepancies between the BioTrack report and the actual amount of cash in the bag, as well as the date and the depositor's name, signature, and account information. Applicant will maintain a copy of all deposit slips with Cash Deposit Logs. Cash Deposit Bags will be placed in the on-site cash safe for secure storage awaiting pick-up.

*Applicant has procedures in place to address mid-shift safe drops from registers*

During operations, CDs may need to periodically withdraw from registers, or make a cash or "safe" drop, to ensure safety, security, and accountability. Once a register has reached \$5,000.00 or more, the CD in tandem with another manager, such as the GM, will conduct a safe drop in the Vault, removing the excess cash from the register, notating it in the BioTrack and Quickbooks systems as needed, and then performing cash deposit procedures as needed.

*Applicant has a thorough and meticulous plan for allocating and remitting taxes*

Applicant's team has vetted any federal, state, or local taxes it may need to allocate and/or remit. Applicant has the business capacity and financial and accounting expertise to meet all applicable federal, state, and local tax compliance requirements, with all filings accurately completed and filed with the applicable taxing authorities, and all payments accurately calculated and remitted to the applicable taxing authorities, in each case on a timely basis. These range from federal Internal Revenue Service returns to the ADOR to local business license tax payments with municipal and county governments. During dispensing, Applicant will collect sales tax at a rate of 9% on the gross proceeds of any sales of medical cannabis, in accordance with §20-2A-80(a), Ala. Code 1975. Pursuant to Ala. Admin. Code,

Reg. 538-x-8-.03(8), at the time of financial transaction during the dispensing process, Applicant's GMs or CDs, or other authorized employees acting under the supervision of the GMs/CDs, will allocate the appropriate sum for satisfaction of taxes as may be levied against the sale. The BioTrack point-of-sale system will automatically calculate, allocate, and collect the appropriate tax funds. BioTrack will also work in tandem with Applicant's global accounting platform, Quickbooks. Quickbooks helps to provide total business financial control and oversight from dispensing to the corporate and executive levels and achieve accounting in line with all applicable guidelines and requirements, including Generally Accepted Accounting Principles. As nightly sales reports are integrated into Quickbooks during reconciling, Quickbooks will track the overall sales tax due to the state of Alabama pursuant to §20-2A-80(a), Ala. Code 1975 and other entities. The Quickbooks Tax Center can run reports of sales tax liabilities, record and edit sales tax payments, and provide overall payment histories. Applicant will submit the required sales tax filings and payments to the ADOR or otherwise as required in a timely manner, whether monthly, quarterly, or annually. Applicant may do so as permitted by the Commission, such as through the ADOR's ONE SPOT streamlined electronic filing and remittance system.

Redacted Copy

## 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.

Victor Mancebo

Printed Name of Verifying Individual



Signature of Verifying Individual

Chief Executive Officer

Title of Verifying Individual

12/30/2022

Verification Date





































































Redacted Copy

# 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.

Victor Mancebo

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



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

Chief Executive Officer

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

12/30/2022

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





























































































































































































































































































































































































































































































































































































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## **Exhibit 21 – Production and Manufacturing Process**

### **Verification**

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

Victor Mancebo

**Printed Name of Verifying Individual**



**Signature of Verifying Individual**

Chief Executive Officer

**Title of Verifying Individual**

12/30/2022

**Verification Date**

























































Redacted Copy

## 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.

Victor Mancebo

Printed Name of Verifying Individual



Signature of Verifying Individual

Chief Executive Officer

Title of Verifying Individual

12/30/2022

Verification Date





















































































































































































































































































































































































































































































































































































































































































































































































































































































































































































































































































































































































































































































Redacted Copy

## 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.

Victor Mancebo

Printed Name of Verifying Individual



Signature of Verifying Individual

Chief Executive Officer

Title of Verifying Individual

12/30/2022

Verification Date























Redacted Copy

## 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.

Victor Mancebo

Printed Name of Verifying Individual



Signature of Verifying Individual

Chief Executive Officer

Title of Verifying Individual

12/30/2022

Verification Date























































Redacted Copy

# 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.

Victor Mancebo

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



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

Chief Executive Officer

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

12/30/2022

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









































































































Redacted Copy

## 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.

Victor Mancebo  
\_\_\_\_\_  
Printed Name of Verifying Individual

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

Chief Executive Officer  
\_\_\_\_\_  
Title of Verifying Individual

12/30/2022  
\_\_\_\_\_  
Verification Date



















Redacted Copy

## 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.

Victor Mancebo  
**Printed Name of Verifying Individual**

  
**Signature of Verifying Individual**

Chief Executive Officer  
**Title of Verifying Individual**

12/30/2022  
**Verification Date**











# Redacted Copy

## 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.

Victor Mancebo  
\_\_\_\_\_  
Printed Name of Verifying Individual

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

Chief Executive Officer  
\_\_\_\_\_  
Title of Verifying Individual

12/30/2022  
\_\_\_\_\_  
Verification Date













Redacted Copy

## 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.

Victor Mancebo

Printed Name of Verifying Individual



Signature of Verifying Individual

Chief Executive Officer

Title of Verifying Individual

12/30/2022

Verification Date











Redacted Copy

**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.

Victor Mancebo  
**Printed Name of Verifying Individual**

  
**Signature of Verifying Individual**

Chief Executive Officer  
**Title of Verifying Individual**

12/30/2022  
**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.

Victor Mancebo \_\_\_\_\_

**Printed Name of Verifying Individual**



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

Chief Executive Officer \_\_\_\_\_

**Title of Verifying Individual**

12/30/2022

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

## Facility #1 - Demopolis Production Facility

### 31.1 Facility Name and Type

Facility Name: Demopolis Production Facility

Facility Type: Integrated Licensee's Cultivation, Processing, and Secure Transportation Facility

### 31.2 - Physical Address and GPS Coordinates of the Facility

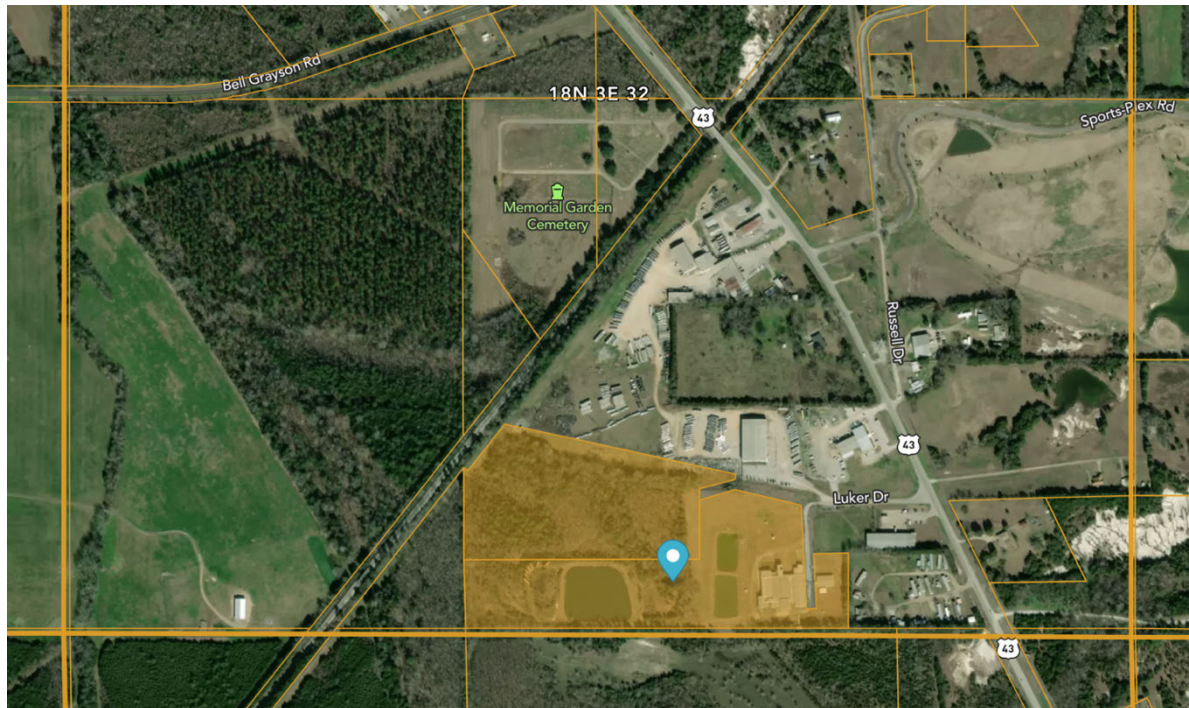
*Physical Address:*

101 Lloyd Dollar Drive  
Demopolis, Alabama, 36732  
Marengo County

*GPS Coordinates:*

32°28'53.9"N 87°48'09.9"W

### 31.3 - An Aerial Photograph of the Facility, including Clearly Identified Site Boundaries.



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

TheraTrue Alabama LLC (“Applicant”) has a lease and option to purchase to establish possession of the land and building at 101 Lloyd Dollar Drive and identified in 31.2 above. The company holds a current lease on the property. See the first two pages of attached lease agreement identified as **Facility #1, Attachment 1**. See the full lease agreement as “Attachment to Exhibit 31, Section 31.4 – Lease or LOI Agreements” at the end of this document.

**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.**

In reference to Ala. Code §20-2A-51(c), Applicant understands that while dispensing sites must be authorized by ordinance by a municipal governing body, no such requirement is stated for cultivation/processing sites. As such, the City of Demopolis does not currently have an ordinance or resolution approving our specific cannabis use. However, Applicant received approval for its business presence, Applicant provides, as **Facility #1, Attachment 2**, a “Statement of Land Use and Zoning” letter signed by Mayor Woody Collins confirming “there is nothing in the City’s zoning or land use ordinances that would impede the use of the parcel for medical cannabis cultivation, processing, and secure transportation/distribution, as those terms are defined in Act No. 2021-450 and that such is a permitted use within Light Industrial Zoning District.” Further, page 2 of **Facility #1, Attachment 2**, is a Zoning Verification Letter signed by Sam Gross, City Clerk for the City of Demopolis, stating the subject property “is located within the corporate limits of the City of Demopolis and has a zoning designation of 1-1 Light Industrial District.” The letter confirms “The City of Demopolis Zoning Ordinance allows for Medical Cannabis [Facilities] as a “use by right” in this zone.”

*Setbacks* - In accordance with **Ala. Admin. Code, Regs. §20-2A-64(d)(1)**, the proposed Montgomery Dispensary Facility location is not located within 1,000 feet of any school, daycare, or childcare facilities. Evidence of proper setbacks can be found in the Distance Survey displayed immediately following this page.



October 11, 2022

Thera True  
 4062 Peachtree Rd, Suite A 300  
 Atlanta, GA 30319  
 Attn: Tom Gretz



LIC #: 34798  
 Lic. Exp. Date: 12/31/2023  
 COA: 5072  
 COA Exp. Date: 1/31/2023

**Re: 101 Lloyd Dollar Drive, Demopolis, AL 36732 - Distance Analysis**

Dear Tom,

*This item has been digitally signed and sealed by Steven S. Grasley, PE. Digital signatures must be verified on electronic files. Reproduced copies of digitally signed, dated, and sealed documents are not considered signed and sealed.*

This letter is to certify that a visual inspection has been made of all property surrounding the proposed site, 101 Lloyd Dollar Drive, Demopolis, AL 36732. In accordance with Section 20-2A-22 of the Code of Alabama 1975, we have confirmed that the proposed location is not located within 1,000 feet of an existing Elementary, Middle, or Secondary School and not located within 1,000 feet of Childcare facilities.

All parcel measurements have been surveyed through the Marengo County Land Management Services (GIS) and Parcel Mapping Services. Zoning and property use information was determined through the Marengo County and City of Demopolis Record services. Our survey determined that these are the closest above-mentioned establishments (straight line distance of the property line):

<b>Subject Address: 101 Lloyd Dollar Drive, Demopolis, AL 36732</b>			
School/Facility Name	Address	Straight Line Distance	NOTE:
Demopolis High School	701 US-80, Demopolis, AL 36732	10,589 Ft	Public, 9-12
Funtastic Tots Academy	303 US-80, Demopolis, AL 36732	10,926 Ft	Childcare
Demopolis Middle School	300 E Pettus St, Demopolis, AL 36732	12,066 Ft	Public, 6-8
West Alabama Christian School	1504 Cardinal St, Demopolis, AL 36732	12,239 Ft	Private, PK,K-7

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS.

K 2 M D E S I G N . C O M

180 West Ostend Street, Suite 217 • Baltimore, MD 21230  
 P: 443.931.3625 • F: 216.357.2796

**31.6** – Applicant has provided as **Facility #1, Attachments 3 – 6**, professionally rendered blueprints, including schematics and floorplans of the Facility, showing clearly drawn and labeled Interiors of the facility, including but not limited to the general function of each area of the structure, for ease in identification of operations and processes by the Commission during future inspections. Applicant additionally provides conceptual renderings for the location.

**31.7 – A Timetable for Completion and Commencement of Operations as to the Facility.** The Applicant expects that construction of the Marengo Production Facility, including compliance with all facility requirements under the Act and the AMCC Rules, will be complete in 60 days following licensure by the Commission. The Applicant expects that it will be able to commence operations at the Marengo Production Facility 60 days after licensure by the Commission.

<b>Action Item</b>	<b>Days After License Award</b>
License Award	0
Receive Building Permit	0
Phase 1 Construction Start	1
Initial Cultivation Build-Out Complete	50
Local and State Inspection Initial Cultivation	57
Cultivation Build-Out Complete	50
Cultivation Start	59
Manufacturing and Processing Build-Out Complete	350
Local and State Inspection Manufacturing and Processing	359
Manufacturing and Processing Start	366
Phase 2 Construction Start	1311
Phase 2 Construction Complete	1461

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

The Marengo Production Facility will only be open to employees of Applicant and as necessary for the Commission and Local Law enforcement to carry out their legal responsibilities. The facility will not be open to the general public.

The Applicant anticipates the hours of operation for the facility to be as follows:

- Monday – Friday 10:00 a.m. – 7:00 p.m. CT
- Saturday 10:00 a.m. – 10:00 p.m. CT
- Sunday 1:00 p.m. – 7:00 p.m. CT

**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.**

The applicant anticipates that the Marengo Production Facility will be occupied by the applicant’s employees during all hours of operation (see 31.8 above) and approximately one (1) hour before and after the public access hours.

After Hours Management Contact:

Victor Mancebo  
2 North Jackson St, Suite 605  
Montgomery, AL, 36104  
Cell Phone: 786-942-8009

Facility #1, Attachment 1 – Demopolis Lease

DocuSign Envelope ID: B44413DB-B71C-4FB5-9484-6E0E0FA54E33

COMMERCIAL LEASE

This is a legally binding contract. Seek competent advice prior to execution.

STATE OF ALABAMA Marengo COUNTY

This Commercial Lease (the "Lease") is made this 27th day of October, 2022 between and among the following:

NAME OF LANDLORD: Heartland Catfish Company, Inc.

whose address is: 55001 Highway 82 West, Itta Bena, MS 38941

(hereinafter called "Landlord"),

and

NAME OF LANDLORD'S AGENT: Red Rock Realty Group

whose address is: 1425 Richard Arrington, Jr Blvd S, Suite 100, Birmingham, AL 35205

as agent for Landlord (hereinafter, collectively with Tenant's Agent called "Agent"),

and

NAME OF TENANT: TheraTrue Alabama LLC

whose address is: 4062 Peachtree Road, NE Suite A300, Brookhaven, GA 30319

(hereinafter called "Tenant").

And

NAME OF TENANT'S AGENT: Colliers International – Atlanta, LLC

whose address is: 1230 Peachtree Street NE STE 800, Atlanta, GA 30309

as agent for Landlord (hereinafter, collectively with Landlord's Agent called "Agent"),

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. LEASED PREMISES

(a) Description. Landlord does hereby demise and let unto Tenant the following described premises located in the City of Demopolis, County of Marengo, State of Alabama, to wit:

The Birmingham Association of Realtors® is not engaged in rendering legal, accounting or other professional service. This form is published as a service to real estate professionals and an explanation of its various provisions should be obtained from the appropriate professional. Because of varying state and local laws, competent legal or other advice should be secured before using any form.

Commercial Lease - Page 1 of 10

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## Facility #1, Attachment 1 - Demopolis Lease

DocuSign Envelope ID: B44413DB-B71C-4FB5-9484-6E0E0FA54E33

**DESCRIPTION OF THE LEASED PREMISES:** 101 Lloyd Dollar Drive, Demopolis, AL 36732, Parcel IDs: 0109320007002000 and 0109320007002004

(the "Leased Premises") subject to all existing easements, if any, and the regulatory laws and ordinances of the political subdivision in which the Leased Premises is situated.

(b) Use. The Leased Premises shall be used by Tenant as a Office and Warehouse and for no other or different use or purpose. Tenant shall not use or occupy the Leased Premises, or permit the Leased Premises to be used or occupied, in violation of any ordinance, law or regulation of any governmental body, or in any manner which would vitiate or increase the premium charged for insurance on the Leased Premises or the building in which it is located, if applicable. Landlord acknowledges and agrees that the foregoing permitted use may include cannabis growth, storage and/or distribution operations and such permitted uses may conflict with federal laws on controlled substances and such conflict shall in no way constitute a default or breach by Tenant under this Lease.



The Birmingham Association of Realtors® is not engaged in rendering legal, accounting or other professional service. This form is published as a service to real estate professionals and an explanation of its various provisions should be obtained from the appropriate professional. Because of varying state and local laws, competent legal or other advice should be secured before using any form.

Commercial Lease - Page 2 of 10

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47991523.1

Facility #1, Attachment 2 – Demopolis Zoning Verification Letter



December 7, 2022

TheraTrue Alabama, LLC  
c/o Victor E. Mancebo  
4062 Peachtree Road NE, Suite: A300  
Atlanta, GA 30319

Re: Statement of Land Use and Zoning  
Tax Parcel No. 48 01 09 32 0 007 002.004  
101 Lloyd Dollar Drive, Demopolis, AL 36732

Dear TheraTrue Alabama, LLC:

In response to your request for a statement of land use and zoning for Tax Parcel No. 48 01 09 32 0 007 002.004, the subject property is located in the incorporated limits of the City of Demopolis, Alabama, and an I-1 Light Industrial Zoning District.

The subject property was formerly used as a food processing center and is presently unoccupied. This letter confirms there is nothing in the City's zoning or land use Ordinances that would impede the use of the parcel for medical cannabis cultivation, processing, and secure transportation/distribution, as those terms are defined in Act No. 2021-450 and that such is a permitted use within Light Industrial Zoning District.

Thank you,  
  
Woody Collins

P (334) 289-0577

F (334) 289-8051

[www.demopolisal.org](http://www.demopolisal.org)

Facility #1, Attachment 2 - Demopolis Zoning Verification Letter



December 30, 2022

TheraTrue Alabama LLC  
4062 Peachtree Road NE, Suite A300  
Atlanta, GA 30319

RE: Zoning Verification Letter  
101 Lloyd Drive  
Demopolis, AL 36732

To Whom It May Concern:

The subject property is located at 101 Lloyd Drive, Demopolis, Alabama. 36732, is located within the corporate limits of the City of Demopolis and has a zoning designation of I-1 Light Industrial District. The City of Demopolis Zoning Ordinance allows for Medical Cannabis Dispensaries as a "use by right" in this zone. This letter does not exempt this use or property from the requirements for permitting or licensing.

A Medical Cannabis Dispensary, as proposed to be located at the above address being a "use by right" in an I-1 Light Industrial District, is eligible to apply for a City of Demopolis business license only after the applicant has a provisional Integrated Facility license or a provisional Medical Cannabis Dispensary license, as may be applicable, from the Alabama Medical Cannabis Commission.

Should you have further questions, please contact me at 334.289.0577.

Respectfully,

A handwritten signature in blue ink, appearing to read "Sam Gross", is written over a faint, larger version of the same signature.

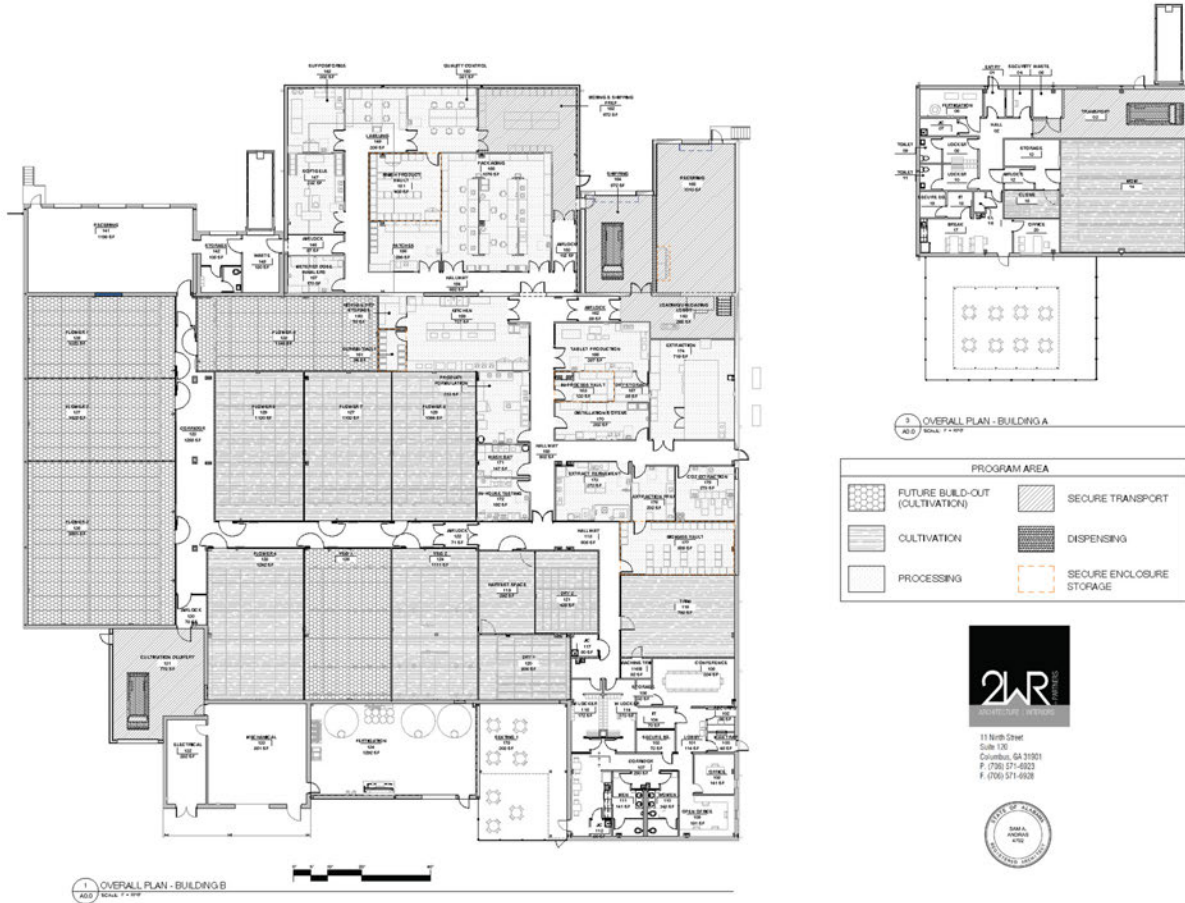
Sam Gross  
City Clerk

P (334) 289-0577

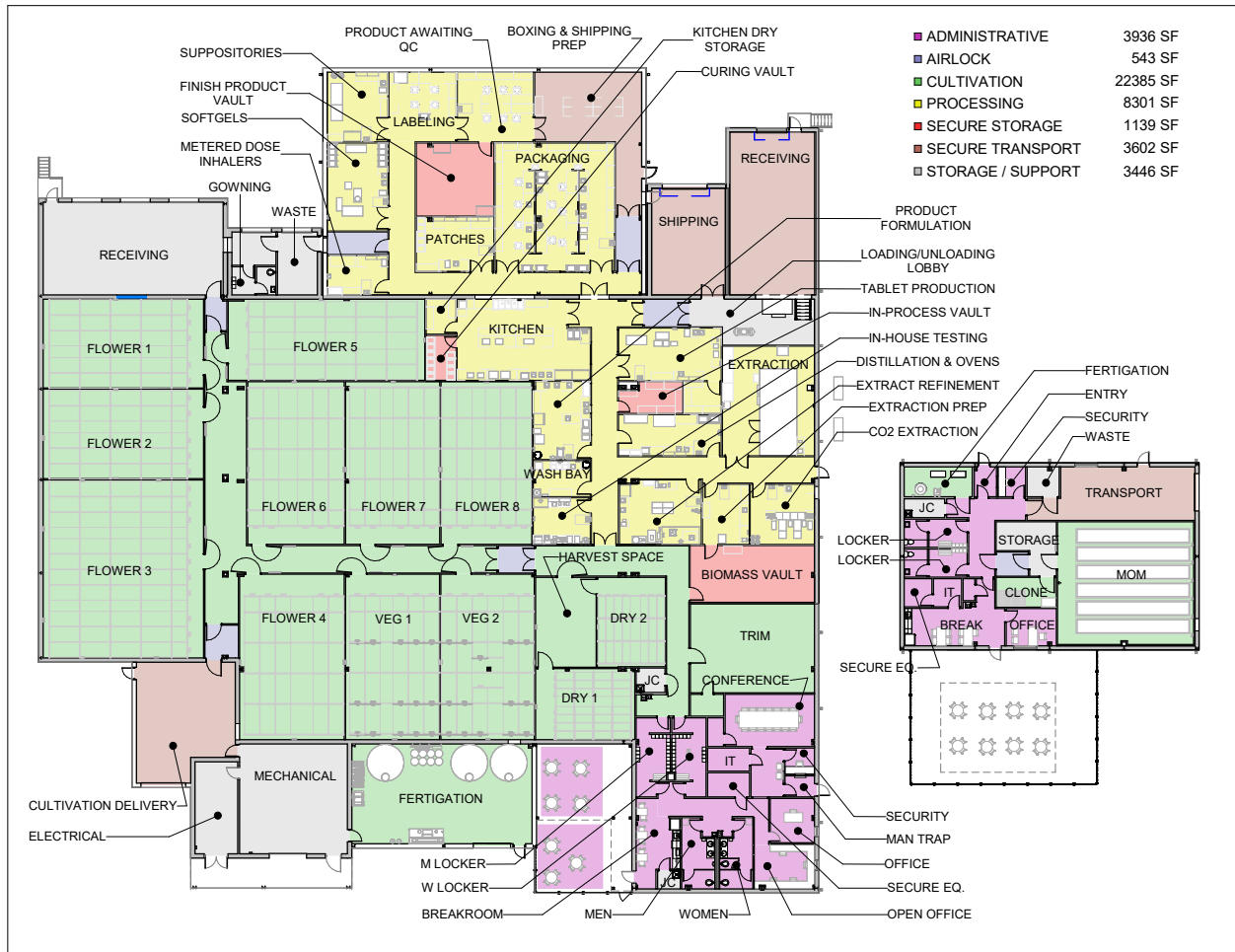
F (334) 289-8051

[www.demopolisal.org](http://www.demopolisal.org)

Facility #1, Attachment 3 – Demopolis Facility Blueprint



Facility #1, Attachment 4 – Demopolis Facility Schematic

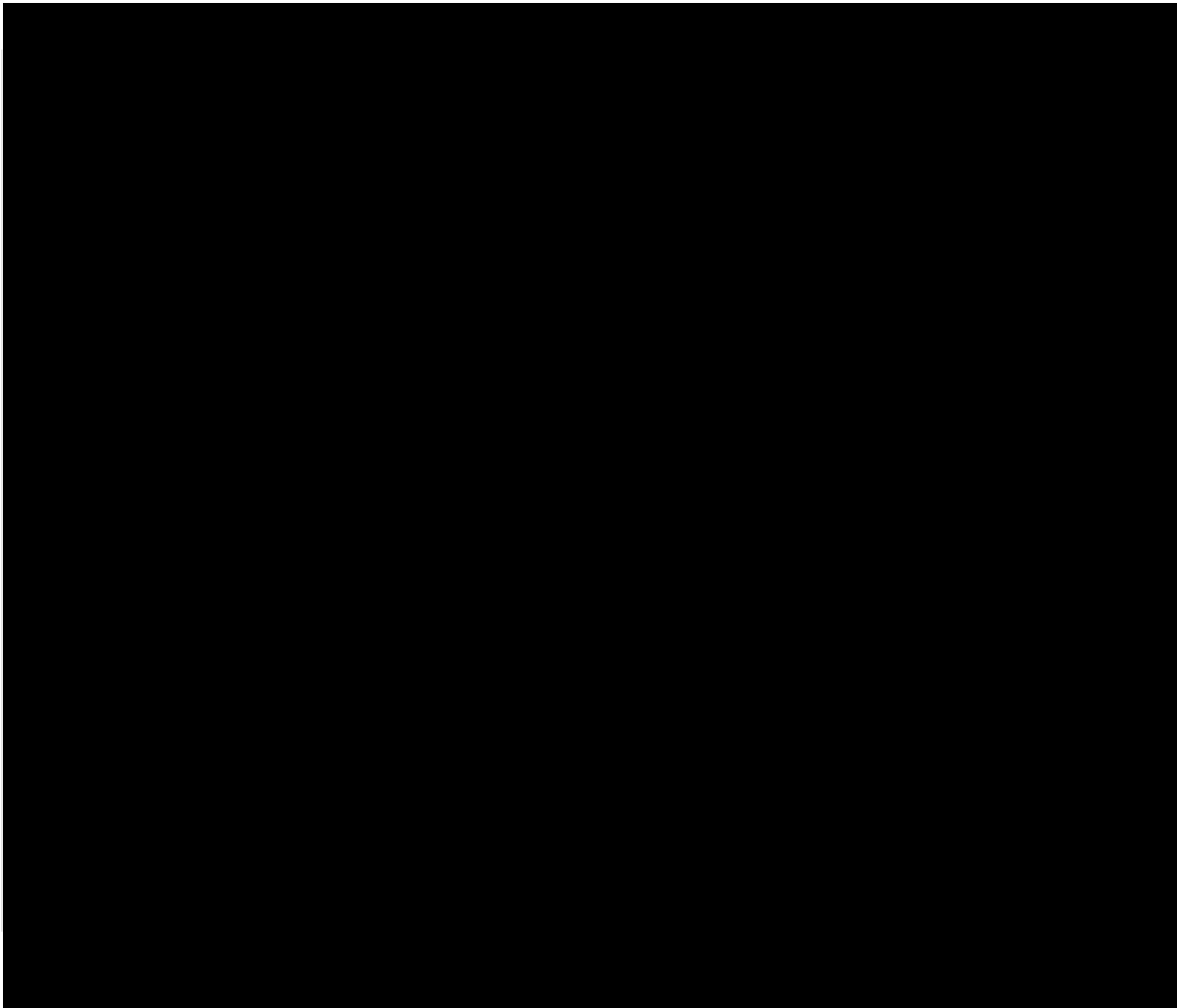


Facility #1, Attachment 5 – Demopolis Facility Security Schematic



SECURITY DIAGRAM

T RIVAS CIRCLE, GALLION, AL 36742

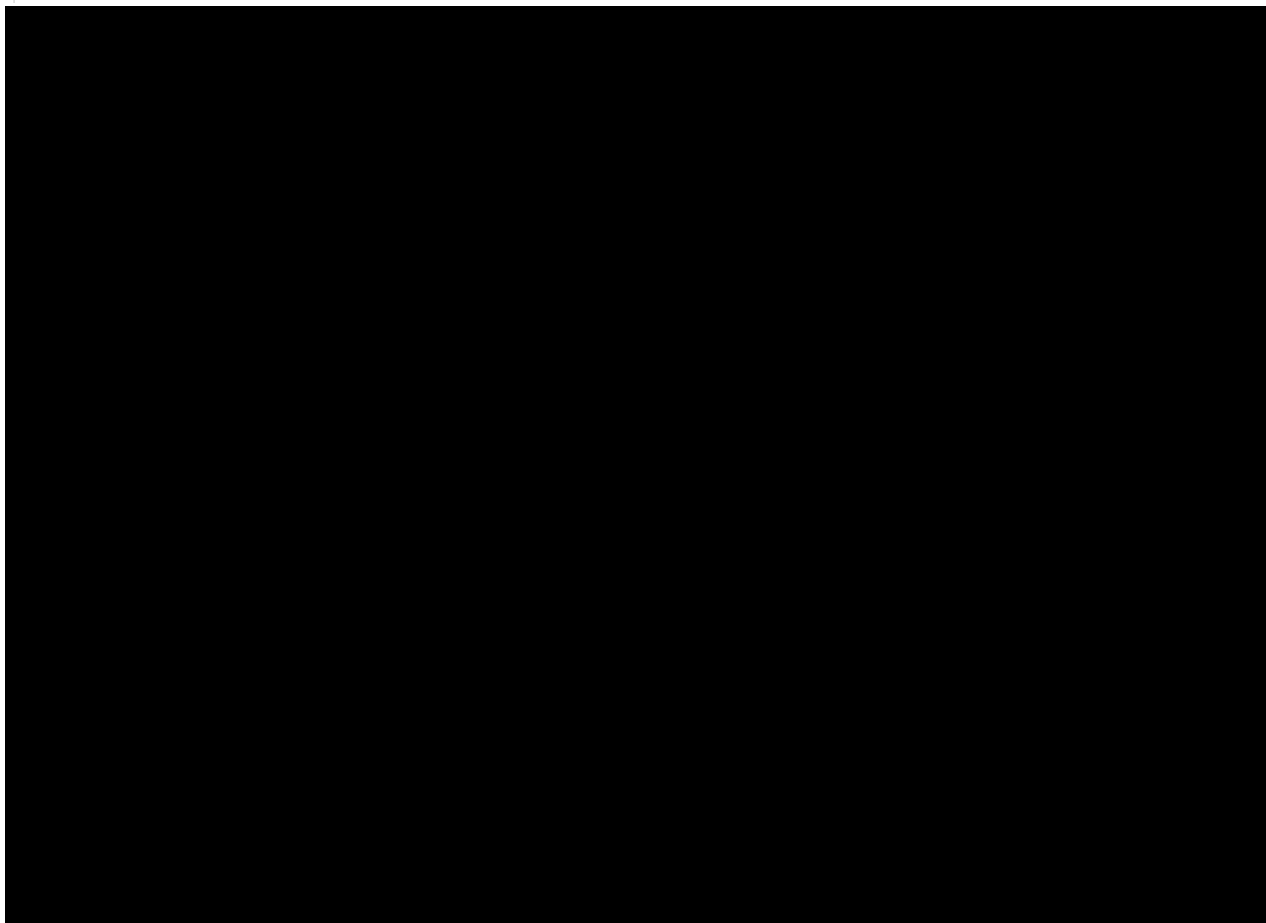


Facility #1, Attachment 5 – Demopolis Facility Security Schematic



SECURITY DIAGRAM

TRIVAS CIRCLE, GALLION, AL 36742



Facility #1, Attachment 6 – Demopolis Facility Conceptual Rendering Images





### Facility #2 - Birmingham Dispensary

#### 31.1 - The Facility Name and Type.

Facility Name: Birmingham Dispensary Facility

Facility Type: Integrated Licensee's Dispensary Facility

#### 31.2 - Physical Address and GPS Coordinates of the Facility.

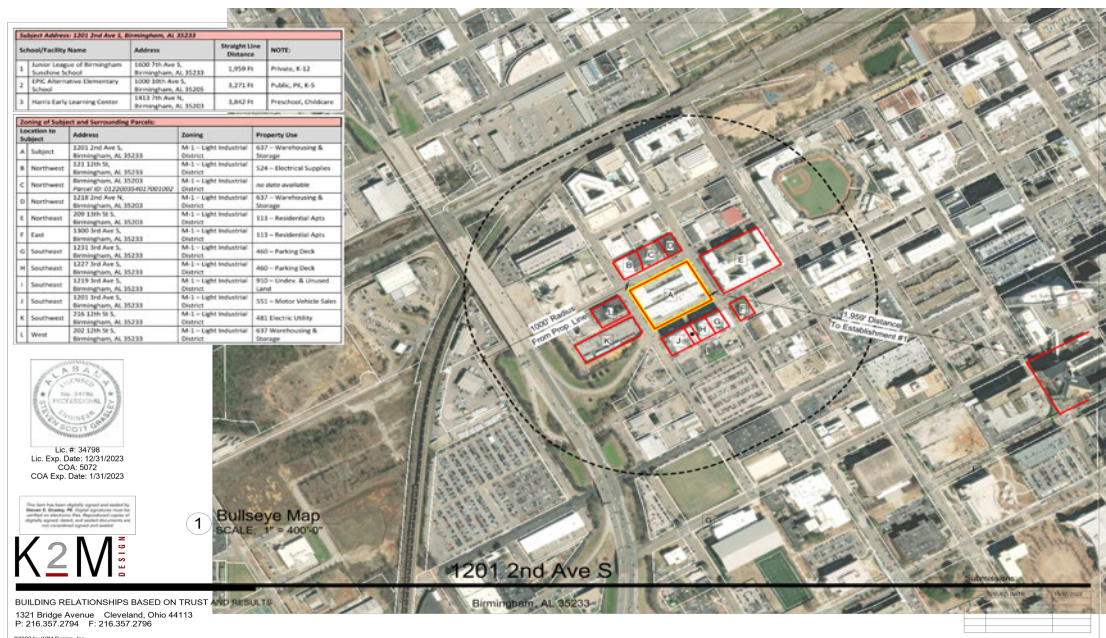
Physical Address:

1201 2nd Ave S  
 Birmingham, AL, 35233  
 Jefferson County

GPS Coordinates:

33°30'20.4"N 86°48'50.6"W

#### 31.3 - An Aerial Photograph of the Facility, including Clearly Identified Site Boundaries



**31.4 - Proof of Authorization for the Applicant to Occupy Property Where the Facility is Proposed to Be Located.** TheraTrue Alabama LLC (“Applicant”) has current possession of the land and building at 1201 2nd Ave S via a Letter of Intent (LOI) and an Option to Lease (Option). The first page of the LOI, as well as the first page of the Option are included as **Facility #2, Attachment 1**. The full LOI and full Option to Lease document are individually included as "Attachment to Exhibit 31, Section 31.4 – Lease or LOI

Agreements” at the end of this document. Additionally, Applicant has secured a letter of Authorization to Occupy displayed as **Facility #2, Attachment 2**.

**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.**

City of Birmingham Planning and Zoning has confirmed that Applicant’s proposed location is properly zoned for the operation of a medical cannabis facility. See **Facility #2, Attachment 3**. The Applicant has included a certified copy of the zoning ordinance attached as **Facility #2, Attachment 4** to demonstrate that Applicant is permitted to operate the proposed facility at the proposed location.

*Setbacks* - In accordance with Ala. Admin. Code, Regs. §20-2A-64(d)(1), the proposed Birmingham Dispensary Facility location is not located within 1,000 feet of any school, daycare, or childcare facilities. Evidence of proper setbacks described above can be found in the Distance Survey in **Facility #2, Attachment 5**.

**31.6 – A Professionally Rendered Blueprint (or, if not available, a professionally rendered floorplan or schematic) of the Facility, Showing Clearly Drawn and Labeled Interiors of the Facility, including But Not Limited to the General Function of Each Area of the Structure, for Ease in Identification of Operations and Processes by the Commission During Future Inspection.** Applicant has provided as **Facility #2, Attachments 6 -8** professionally rendered blueprints, including schematics and floorplans of the Facility, showing clearly drawn and labeled Interiors of the facility, including but not limited to the general function of each area of the structure, for ease in identification of operations and processes by the Commission during future inspections. Applicant additionally provides conceptual renderings for the proposed location.

**31.7 – A Timetable for Completion and Commencement of Operations as to the Facility.**

Action Item	Days After License Award
License Award	1
Phase 1 Construction Start	1
Cultivation Build-Out Complete	51

Local and State Inspection	58
Cultivation Start	60
Retail Build-Out Start	333
Manufacturing and Processing Build-Out Complete	363
Manufacturing and Processing Start	363
First Retail Build-Out Complete	394
First Sales	425
Second Retail Build-Out Complete	455
Third Retail Build-Out Complete	516
Fourth Retail Build-Out Complete	578
Fifth Retail Build-Out Complete	637

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

The Birmingham Dispensary Facility will be open to the public during the hours of operation listed. Only registered patients, caregivers, and employees of the Applicant will be granted access to the facility, as well as Commission and Local Law enforcement to carry out their legal responsibilities.

The Applicant anticipates the hours of operation for the facility to be as follows:

- Monday – Friday      10:00 a.m. – 7:00 p.m. CT
- Saturday              10:00 a.m. – 10:00 p.m. CT
- Sunday                 1:00 p.m. – 7:00 p.m. CT

**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.**

The Applicant anticipates that the Birmingham Dispensary Facility will be occupied by the Applicant’s employees during all hours of operation (see 31.8 above) and approximately one (1) hour before and after the public access hours.

After Hours Management Contact:

Victor Mancebo  
2 North Jackson St, Suite 605  
Birmingham, AL, 36104  
Cell Phone: 786-942-8009

Facility #2, Attachment 1 – Birmingham LOI

Darryl Koe  
VP | Atlanta

1230 Peachtree Street NE  
Ste 800, Atlanta, GA 30309

on: +1 404 852 7248  
lwa: darryl.koe@colliers.com



Revised: November 2, 2022

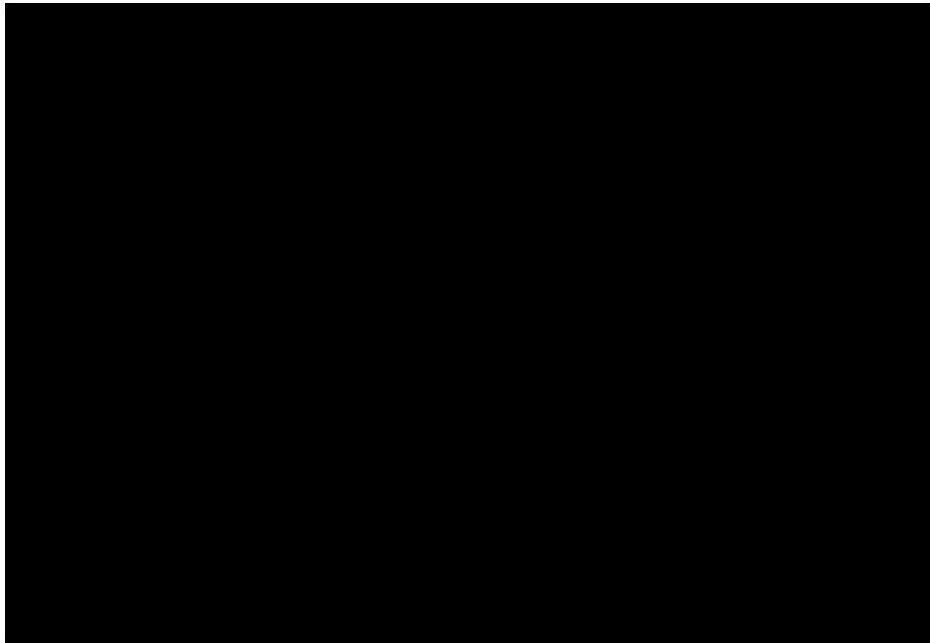
Anna Kate Chambliss  
Shannon Waltchack  
1616 2<sup>nd</sup> Ave S, Suite 100  
Birmingham, AL 35233

RE: 1201 S 2<sup>nd</sup> Ave, Birmingham, AL 35233 (the "Property")

Dear Anna Kate,

TheraTrue is applying for a medical cannabis dispensary license in the State of Alabama. The specific location is intended solely for the sale of finished products. TheraTrue sells cannabis-based therapeutics using familiar, non-invasive methods including, but not limited to, oils, lotions, and gel caps. TheraTrue's product mix provides a wide range of delivery methods that enable consistent, dependable dosage of carefully curated cannabinoid mixes for highly effective patient formulas.

TheraTrue is willing to enter into negotiations with the Landlord in connection with a potential lease of the above-referenced premises. This non-binding Letter of Intent summarizes an understanding of the principal terms and conditions of such potential lease and is the basis upon which TheraTrue would consider entering into a formal lease agreement.



Facility #2, Attachment 1 – Birmingham Option

OPTION TO LEASE AGREEMENT

THIS OPTION TO LEASE AGREEMENT (this “**Agreement**”), made as of the 27th day of December, 2022 (the “**Effective Date**”), by **TheraTrue Alabama, LLC**, an Alabama limited liability company (hereinafter referred to as (“**Grantee**”), **University Park, LTD**, an Alabama limited partnership (hereinafter referred to as (“**Grantor**”).

RECITALS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

48281167.8

Option Agreement - Page 1

Facility #2, Attachment 2 – Authorization to Occupy Property

AUTHORIZATION TO OCCUPY PROPERTY

December 12, 2022

Alabama Medical Cannabis Commission  
RSA Dexter Avenue Building  
445 Dexter Avenue, Suite 8040  
Montgomery, AL 36104  
United States

To Whom It May Concern:

I hereby certify that I am the landowner or the landowner’s agent of the real property, located at 1201 2nd Ave S, Birmingham, AL 35233, (“Proposed Location”), where the premises is located, and authorized to complete this form.

By signing this Letter of Authorization, I hereby agree that TheraTrue Alabama, LLC an Applicant for an Integrated Facility license in Alabama, has the legal right to occupy and to use the Proposed Location for medical cannabis activity allowed under the Integrated Facility license.

Sincerely,

**University Park, LTD,  
an Alabama limited partnership**

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

Printed Name: Andrew Patterson

Its: Manager

Date: 12/12/2022



Sworn to and subscribed before me this 12<sup>th</sup> day of December, 2022.

Notary Signature  \_\_\_\_\_

My Commission Expires 9/26, 2023.

Facility #2, Attachment 3 – Birmingham Zoning Letter

**CITY OF BIRMINGHAM**  
**Department Of Planning, Engineering & Permits**  
710 North 20<sup>th</sup> Street  
City Hall | Room 210  
Birmingham, Alabama 35203



PUTTING PEOPLE FIRST

RANDALL L. WOODFIN  
MAYOR

KATRINA THOMAS  
DIRECTOR

December 16, 2022

TheraTrue Alabama, LLC  
4062 Peachtree Rd NE Suite A300  
Atlanta, GA 30319

RE: 1201 2<sup>nd</sup> Ave S Birmingham, AL 35233

PID# 29-00-01-2-024-001.000

ZCL#2022-00192

To Whom It May Concern:

The property located at 1201 2<sup>nd</sup> Ave S is zoned M-1, Light Manufacturing District. Properties to the north, south, east & west are also zoned M-1. The property is located in the Five Points South Neighborhood and Council District 6. According to the City of Birmingham's Geographic Information System (GIS), the property is not located in a regulated floodplain. The property is located in the Midtown Commercial Revitalization District.

A Medical Cannabis Dispensary is permitted with conditions in this zoning district. The conditions include:

1. The applicant submits a statement from the Alabama Medical Cannabis Commission, AMCC, that the proposed facility meets requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agency, a letter stating that fact from this agency must be provided.
2. Medical Cannabis Dispensaries authorized pursuant to Ala. Code, 1975, § 20-2A-64, as now or hereafter amended, shall operate with the provisions of Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and shall comply with all Rules and Regulations of the Alabama Medical Cannabis Commission, AMCC. Except as specifically provided in this Section, Dispensaries shall be governed by the Medical Cannabis Act and the AMCC Rules.

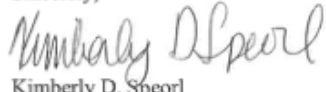
The City of Birmingham's Zoning Ordinance is available online at [www.birminghamal.gov](http://www.birminghamal.gov)

Facility #2, Attachment 3 – Birmingham Zoning Letter

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This letter is only to confirm zoning information for the location provided in your request but does not verify that the location meets the spacing required for a dispensary. This letter does not approve the use of the medical cannabis dispensary at the above-mentioned address. All medical cannabis related uses in the City of Birmingham must be approved by the Alabama Medical Cannabis Commission and shall comply with the Rules and Regulations of the Alabama Medical Cannabis Commission.

Sincerely,



Kimberly D. Speerl  
Zoning Administrator

The City of Birmingham's Zoning Ordinance is available online at [www.birminghamal.gov](http://www.birminghamal.gov)



Facility #2, Attachment 4 – Birmingham Ordinance

Oc04oca28jb.o1

RECOMMENDED BY: THE MAYOR AND  
THE PUBLIC SAFETY COMMITTEE

SUBMITTED BY: THE CITY ATTORNEY

**ORDINANCE NO. 22-142**

**AN ORDINANCE TO AUTHORIZE THE OPERATION OF MEDICAL CANNABIS DISPENSARIES WITHIN THE CORPORATE LIMITS OF THE CITY OF BIRMINGHAM, PURSUANT TO ALA. CODE, 1975, § 20-2A-51(c).**

**WHEREAS**, the Darren Wesley “Ato” Hall Compassion Act, codified at Ala. Code, 1975, § 20-2A-1, et seq. (the Act), authorizes the cultivation, processing, and sales of cannabis products for medical use by patients with a qualifying medical condition and a valid medical cannabis card; and

**WHEREAS**, the Act requires the Alabama Medical Cannabis Commission to adopt rules that ensure safety, security, and integrity of the operation of medical cannabis facilities and protect the health, safety, and security of the public, thus heavily regulating all aspects of the medical cannabis industry, including dispensary operations, (See §§ 20-2A-50 – 20-2A-68, Code of Alabama); and,

**WHEREAS**, the Alabama Medical Cannabis Commission published its rules adopted pursuant to Ala. Code, 1975, § 20-2A-53 on August 31, 2022, and will accept applications from October 31 through December 30, 2022; and,

**WHEREAS**, the Commission will deem applications complete and submitted on or about April, 13, 2023, and will open a public comment period on or about April 14, 2023 to accept comments from the public on all pending applications and may set a public hearing, at the Commission’s discretion, before the issuance of licenses on or after July 10, 2023; and,

**WHEREAS**, the number of licenses for dispensary facilities to be issued by the Commission is limited as follows:

Integrated Facilities – up to 5 licenses; each licensee authorized up to 5 dispensing sites located in separate counties

Dispensary – up to 4 licenses; each licensee authorized up to 3 dispensing sites located in separate counties

Facility #2, Attachment 5 - Distance Survey



November 17, 2022

Thera True  
 4062 Peachtree Rd, Suite A 300  
 Atlanta, GA 30319  
 Attn: Tom Gretz



LIC #: 34798  
 Lic. Exp. Date: 12/31/2023  
 COA: 5072  
 COA Exp. Date: 1/31/2023

*This item has been digitally signed and sealed by Steven S. Grasley, PE. Digital signatures must be verified on electronic files. Reproduced copies of digitally signed, dated, and sealed documents are not considered signed and sealed.*

**Re: 1201 2nd Ave S, Birmingham, AL 35233 - Distance Analysis**

Dear Tom,

This letter is to certify that a visual inspection has been made of all property surrounding the proposed site, 1201 2nd Ave S, Birmingham, AL 35233. In accordance with Section 20-2A-22 of the Code of Alabama 1975, we have confirmed that the proposed location is not located within 1,000 feet of an existing Elementary, Middle, or Secondary School or located within 1,000 feet of a Childcare facility.

All parcel measurements have been surveyed through the City of Birmingham Land Management Services (GIS) and Parcel Mapping Services. Zoning and property use information was determined through the City of Birmingham and Jefferson County Record services. Our survey determined that these are the closest above-mentioned establishments (straight line distance of the property line):

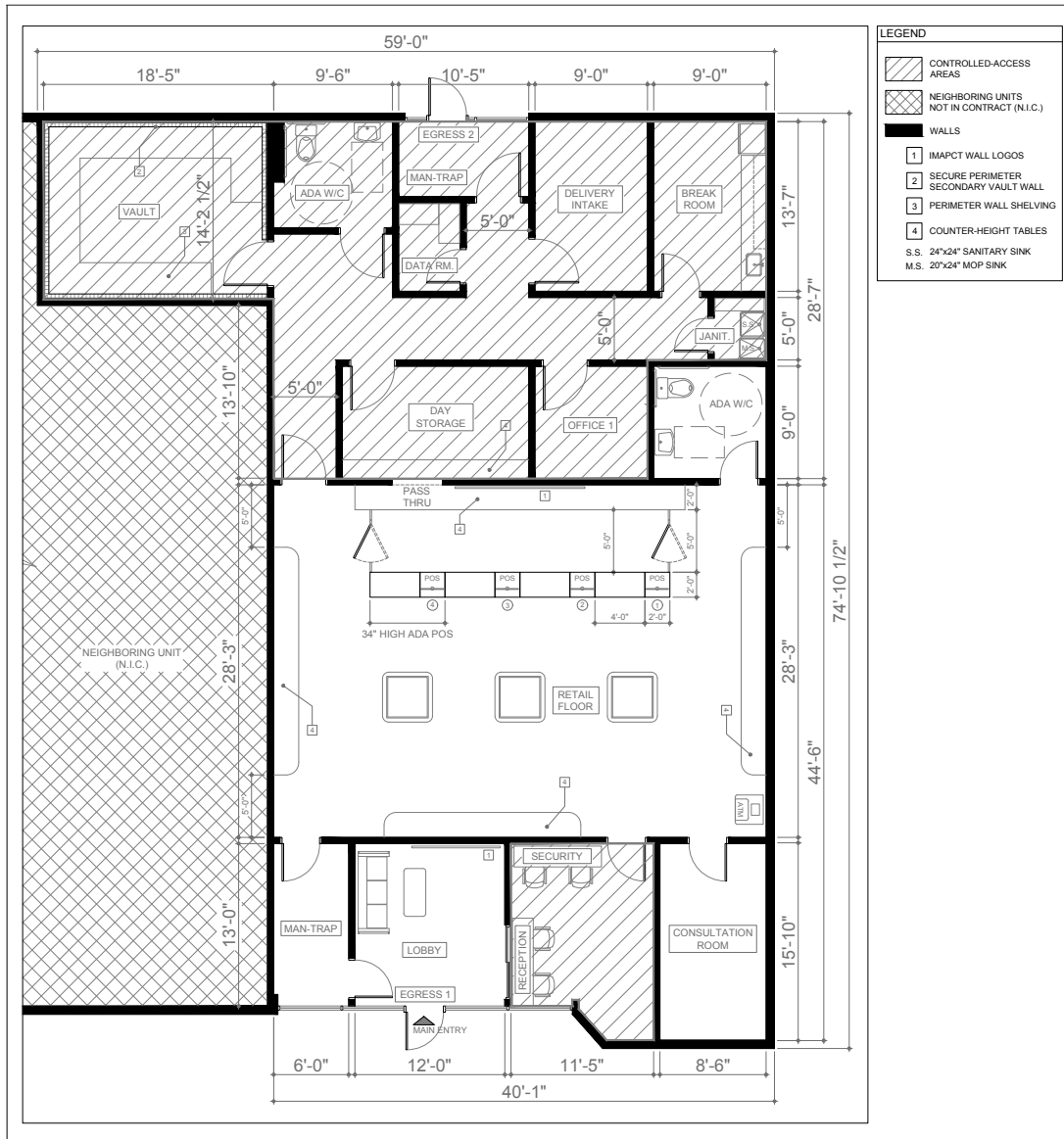
<b>Subject Address: 1201 2nd Ave S, Birmingham, AL 35233</b>			
<b>School/Facility Name</b>	<b>Address</b>	<b>Straight Line Distance</b>	<b>NOTE:</b>
Junior League of Birmingham Sunshine School	1600 7th Ave S, Birmingham, AL 35233	1,959 Ft	Private, K-12
EPIC Alternative Elementary School	1000 10th Ave S, Birmingham, AL 35205	3,271 Ft	Public, PK, K-5
Harris Early Learning Center	1413 7th Ave N, Birmingham, AL 35203	3,842 Ft	Preschool, Childcare

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS

K 2 M D E S I G N . C O M

3121 Bridge Avenue • Cleveland, Ohio 44113  
 P: 216.357.2794 • F: 216.357.2796

Facility #2, Attachment 6 – Birmingham Facility Blueprint/Schematic



DRAWN BY	R.F.
DATE	DEC. 20 2022
SCALE	3/32" = 1'-0"
SHEET SIZE	8.5 x 11

**PROPOSED FLOOR PLAN**

1201 S. 2nd Ave. Birmingham, AL. 35233

PROPOSED TENANT IMPROVEMENT  
MEDICAL CANNABIS RETAIL DISPENSARY



Facility #2, Attachment 7 - Birmingham Facility Security Schematic



 SECURITY DIAGRAM  
1201 S. 2ND AVE. BIRMINGHAM, AL 35233

DRAWN BY	R.F.
DATE	DEC. 15 2022
SCALE	AS NOTED
SHEET SIZE	8.5 x 11

**PROPOSED FLOOR PLAN**  
1201 S. 2nd Ave. Birmingham, AL. 35233  
**PROPOSED TENANT IMPROVEMENT**  
**MEDICAL CANNABIS RETAIL DISPENSARY**



Facility #2, Attachment 8 - Birmingham Facility Conceptual Renderings

Conceptual Renderings



Lobby

Mantrap



Dispensary Room



Consultation Room

Vault

Facility #2, Attachment 8 - Birmingham Facility Conceptual Renderings

*Conceptual Renderings*



*Vault*



*Shelving Unit*



*POS System*



*Exterior Signage*

### Facility #3 – Montgomery Dispensary

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

Facility Name: Montgomery Dispensary Facility

Facility Type: Integrated Licensee’s Dispensary Facility

#### 31.2 - Physical Address and GPS Coordinates of the Facility.

Physical Address:

9 & 13 Holliday Drive  
 Montgomery, AL, 36109  
 Montgomery County

GPS Coordinates:

32°23'06.5"N 86°15'34.7"W

#### 31.3 – An Aerial Photograph of the Facility, including Clearly Identified Site Boundaries.



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

TheraTrue Alabama LLC (“Applicant”) has current possession of the land and building at 9 & 13 Holliday Drive via a Letter of Intent (LOI) and an Option to Lease

(Option). The first and last page of the LOI, as well as the first page of the Option are included as **Facility #3, Attachment 1**. The full LOI and full Option to Lease document are provided as “Attachment to Exhibit 31, Section 31.4 – Lease or LOI Agreements” at the end of this document. Additionally, Applicant has secured a letter of Authorization to Occupy included as **Facility #3, Attachment 2**.

**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.**

To establish approval for Applicant’s business presence, Applicant provides a “Zoning Confirmation Letter” signed by Thomas M. Tyson, Land Use Control Administrator for the City of Montgomery, advising that Applicant’s proposed site “is in a B-12 (Commercial) Zoning District, which allows a medical cannabis dispensary.” The Zoning Confirmation Letter is shown at **Facility #3, Attachment 3**. Pursuant to Ala. Code §20-2A-51(c)(2), the City of Montgomery has authorized the operation of dispensing sites within the city by Ordinance No. 63-2021 as adopted by Council and signed by the Mayor on December 7<sup>th</sup>, 2022. Applicant provides a full copy of Ordinance No. 63-2021 included as “Attachment to Exhibit 31, Section 31.5 – Local Zoning and Ordinances” at the end of this document.

*Setbacks*

In accordance with Ala. Admin. Code, Regs. §20-2A-64(d)(1), the proposed Montgomery Dispensary Facility location is not located within 1,000 feet of any school, daycare, or childcare facilities. Evidence of proper setbacks described above can be found in the Montgomery Dispensary Facility Distance Survey displayed as **Facility #3, Attachment 4**.

**31.6** - Applicant provides at **Facility #3, Attachments 5 – 7** professionally rendered blueprints, including schematics and floorplans of the Facility, showing clearly drawn and labeled Interiors of the facility, including but not limited to the general function of each area of the structure, for ease in identification of operations and processes by the Commission during future inspections. Applicant additionally provides conceptual renderings for the proposed location.



**31.7 – A Timetable for Completion and Commencement of Operations as to the Facility.**

<b>Action Item</b>	<b>Dates</b>
License Award	7/1/23
Sign Lease Agreement	7/2/23
Design Complete	2/28/24
Receive Building Permit	3/31/24
Start Build-Out	4/29/24
Complete Build-Out	7/31/24
Local and State Inspection	8/30/24
Open Retail	9/31/24

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

The Montgomery Dispensary Facility will be open only to registered patients, caregivers, and employees, as well as to the Commission and Local Law enforcement to carry out their legal responsibilities

The Applicant anticipates the hours of operation for the facility to be as follows:

- Monday – Friday      10:00 a.m. – 7:00 p.m. CT
- Saturday                10:00 a.m. – 10:00 p.m. CT
- Sunday                    1:00 p.m. – 7:00 p.m. CT

**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.**

The applicant anticipates that the Montgomery Dispensary Facility will be occupied by the applicant’s employees during all hours of operation (see 31.8 above) and approximately one (1) hour before and after the public access hours.

After Hours Management Contact:

Victor Mancebo  
 2 North Jackson St, Suite 605  
 Montgomery, AL, 36104  
 Cell Phone: 786-942-8009

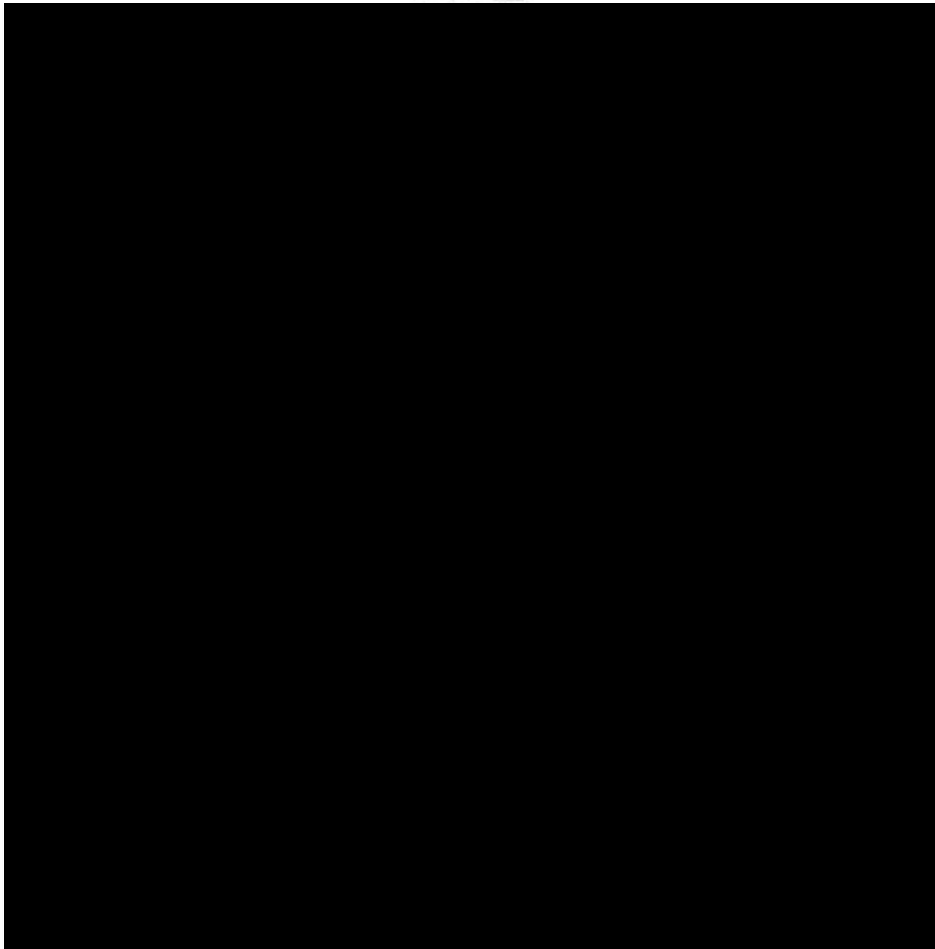


Facility #3, Attachment 1 – Montgomery Option

1OPTION TO LEASE AGREEMENT

THIS OPTION TO LEASE AGREEMENT (this "Agreement"), made as of the 29 day of December, 2022 (the "Effective Date"), by Massey Properties, LLC, a Alabama limited liability company (hereinafter referred to as "Grantor"), TheraTrue Alabama, LLC, a [Alabama Limited Liability Company] (hereinafter referred to as "Grantee").

RECITALS



48281255.4

Option Agreement - Page

Facility #3, Attachment 2 - Authorization to Occupy

AUTHORIZATION TO OCCUPY PROPERTY

12/30/2022

Alabama Medical Cannabis Commission  
RSA Dexter Avenue Building  
445 Dexter Avenue, Suite 8040  
Montgomery, AL 36104  
United States

To Whom It May Concern:

I hereby certify that I am the landowner or the landowner's agent of the real property, located at 9 and 13 Holliday Drive, Montgomery, AL 36109, ("Holliday Shopping Center"), where the premises is located, and authorized to complete this form.

By signing this Letter of Authorization, I hereby agree that TheraTrue Alabama, LLC an Applicant for an Integrated Facility license in Alabama, has the option to occupy and to use the Proposed Location for medical cannabis activity allowed under the Integrated Facility license. This is subject to the use being allowed by all applicable laws, local, Federal and otherwise.

Sincerely,

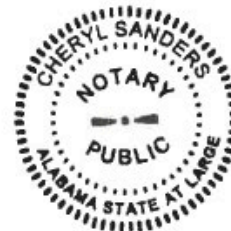
Jim Massey, III  
Owner's Printed Name

[Signature]  
Owner's Signature

12/30/22  
Date

Sworn to and subscribed before me this 30 day of December, 20 22.  
Notary Signature [Signature]  
My Commission Expires 217, 2025.

**\*ATTACH NOTARY ACKNOWLEDGMENT\* see next page**



Facility #3, Attachment 3 - Zoning Confirmation Letter



Steven L. Reed  
Mayor

City Council Members  
Charles W. Wright - President  
Candice "CC" Calhoun - Pres. Pro Tem  
Ed Oliver  
Dorothy W. Lyons  
Marsha Johnson  
Avery Graham  
Doree K. Mitchell  
Clay McCreary  
Glenn D. Pratt, Jr.

December 15, 2022

Victor Macebo  
TheraTrue Alabama, LLC  
4062 Peachtree Rd. NE, Suite A300  
Atlanta, GA 30319

**RE: 9 & 13 Holliday Drive**

Dear Sir or Madam:

This is to advise you that the property located at 9 & 13 Holliday Drive, is in a B-2 (Commercial) Zoning District, which allows a medical cannabis dispensary.

There are no variances, special exceptions or open 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

Facility #3, Attachment 4 – Facility Distance Survey



November 18, 2022

Thera True  
 4062 Peachtree Rd, Suite A 300  
 Atlanta, GA 30319  
 Attn: Tom Gretz



LIC #: 34798  
 Lic. Exp. Date: 12/31/2023  
 COA: 5072  
 COA Exp. Date: 1/31/2023

**Re: 9-13 Holliday Dr, Montgomery, AL 36109 - Distance Analysis**

Dear Tom,

*This item has been digitally signed and sealed by Steven S. Grasley, PE. Digital signatures must be verified on electronic files. Reproduced copies of digitally signed, dated, and sealed documents are not considered signed and sealed.*

This letter is to certify that a visual inspection has been made of all property surrounding the proposed site, 9-13 Holliday Dr, Montgomery, AL 36109. In accordance with Section 20-2A-22 of the Code of Alabama 1975, we have confirmed that the proposed location is not located within 1,000 feet of an existing Elementary, Middle, or Secondary School and not located within 1,000 feet of Childcare facilities.

All parcel measurements have been surveyed through the Montgomery County Land Management Services (GIS) and Parcel Mapping Services. Zoning and property use information was determined through the Montgomery County and City of Montgomery Record services. Our survey determined that these are the closest above-mentioned establishments (straight line distance of the property line):

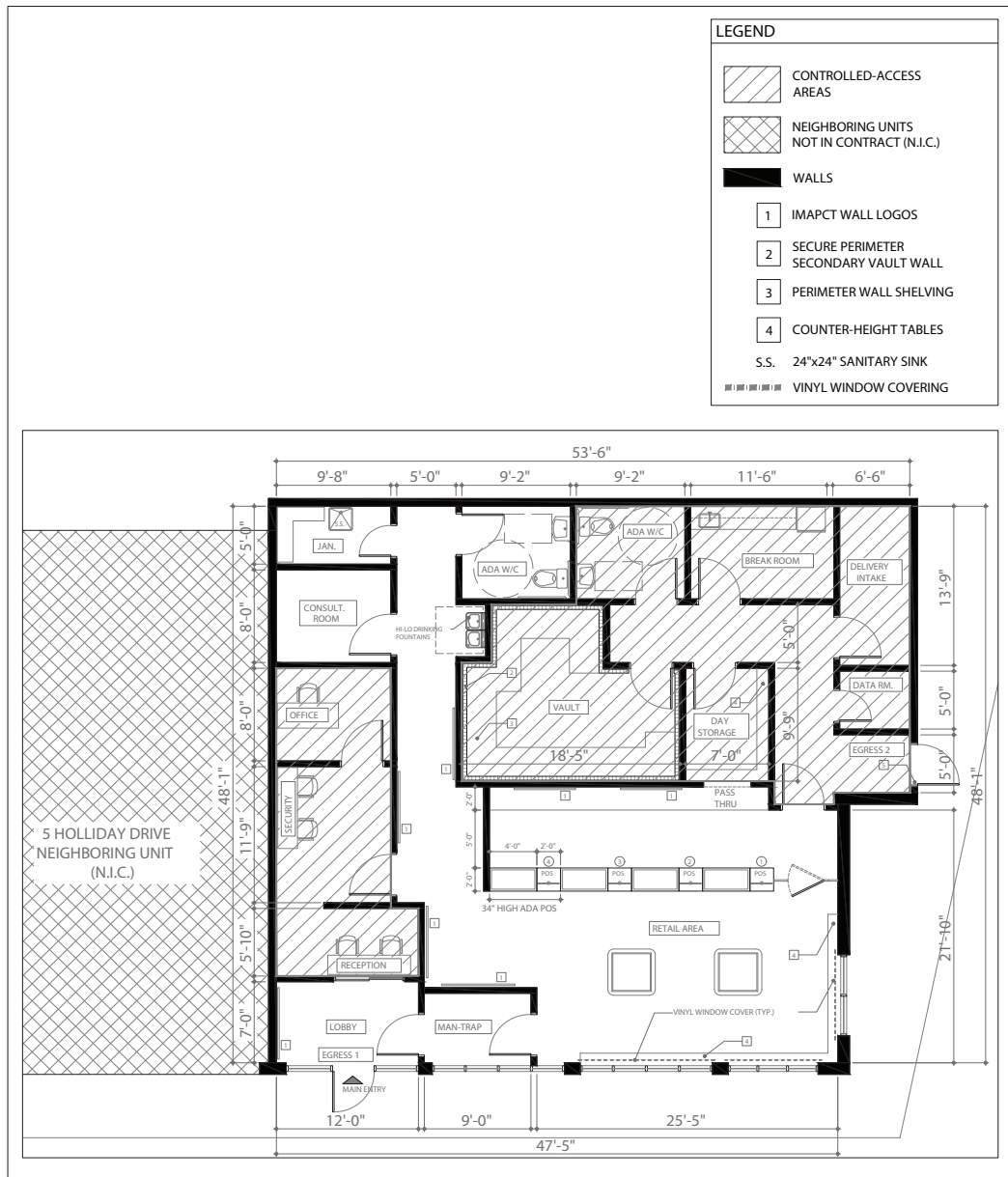
<b>Subject Address: 9-13 Holliday Dr, Montgomery, AL 36109</b>			
School/Facility Name	Address	Straight Line Distance	NOTE:
East Family YMCA	3407 Pelzer Ave, Montgomery, AL 36109	1,549 Ft	Before and After School Childcare
Morningview Elementary School	2849 Pelzer Ave, Montgomery, AL 36109	2,281 Ft	Public, K-5
Cornerstone Christian Academy	125 Calhoun Rd, Montgomery, AL 36109	2,319 Ft	Private, K4-12
Eastern Hills Baptist Daycare Center	3604 Pleasant Ridge Rd, Montgomery, AL 36109	2,350 Ft	Preschool, Childcare

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS

K2MDESIGN.COM

3121 Bridge Avenue • Cleveland, Ohio 44113  
 P: 216.357.2794 • F: 216.357.2796

Facility #3, Attachment 5 - Montgomery Facility Blueprint/Schematic

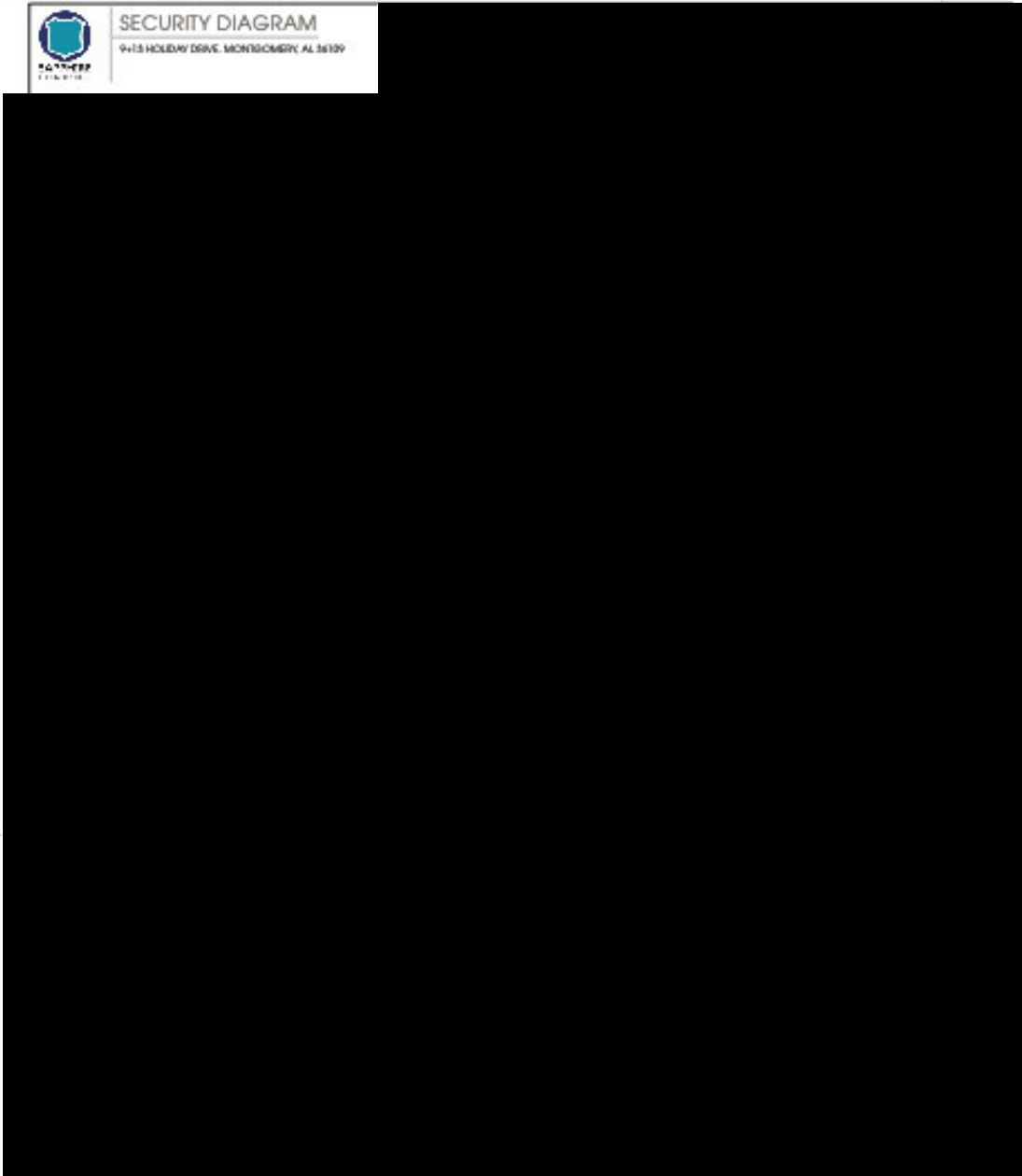



DRAWN BY	R.F.
DATE	DEC. 20 2022
SCALE	3/32" = 1'-0"
SHEET SIZE	8,5 x 11

**PROPOSED FLOOR PLAN**  
 9+13 HOLLIDAY DRIVE, MONTGOMERY AL. 36109  
 PROPOSED TENANT IMPROVEMENT  
 MEDICAL CANNABIS RETAIL DISPENSARY



Facility #3, Attachment 6 - Montgomery Facility Security Schematic

	<b>SECURITY DIAGRAM</b> 9+13 HOLIDAY DRIVE, MONTGOMERY, AL 36109									
<b>PROPOSED FLOOR PLAN</b> 9+13 HOLIDAY DRIVE, MONTGOMERY AL. 36109										
<b>PROPOSED TENANT IMPROVEMENT</b> <b>MEDICAL CANNABIS RETAIL DISPENSARY</b>										
<table border="1"><tr><td>DRAWN BY</td><td>R.F.</td></tr><tr><td>DATE</td><td>DEC. 20 2022</td></tr><tr><td>SCALE</td><td>3/32" = 1'-0"</td></tr><tr><td>SHEET SIZE</td><td>8.5 x 11</td></tr></table>	DRAWN BY	R.F.	DATE	DEC. 20 2022	SCALE	3/32" = 1'-0"	SHEET SIZE	8.5 x 11	PROFESSIONAL SEAL	
DRAWN BY	R.F.									
DATE	DEC. 20 2022									
SCALE	3/32" = 1'-0"									
SHEET SIZE	8.5 x 11									



Facility #3, Attachment 7 - Montgomery Facility Conceptual Renderings

*Conceptual Renderings*



*Lobby*

*Mantrap*



*Dispensary Room*



*Consultation Room*

*Vault*

Facility #3, Attachment 7 - Montgomery Facility Conceptual Renderings

*Conceptual Renderings*



*Vault*



*Shelving Unit*



*POS System*



*Exterior Signage*

### Facility #4 - Mobile Dispensary

#### 31.1 - The Facility Name and Type

Facility Name: Mobile Dispensary Facility

Facility Type: Integrated Licensee's Dispensary Facility

#### 31.2 - Physical Address and GPS Coordinates of the Facility

Physical Address:

6313 Cottage Hill Rd

Mobile, AL, 36609

Mobile County

GPS Coordinates:

30°38'21.7"N 88°11'20.1"W

#### 31.3 - An Aerial Photograph of the Facility, including Clearly Identified Site Boundaries.

**Subject Address: 6353 Cottage Hill Rd, Mobile, AL 36609**

School/Facility Name	Address	Straight Line Distance	NOTE:
1 Mobile Christian School	5900 Cottage Hill Rd, Mobile, AL 36609	3,278 Ft.	Private, PC, K-12
2 Mobile Junior Academy	5900 Cottage Hill Rd, Mobile, AL 36609	7,020 Ft.	Private, PC, K-8
3 Knottwood Christian Academy	1501 Knottwood Dr, Mobile, AL 36609	7,164 Ft.	Private, PC, K-8
4 Inland Discovery			Childcare Facility

Location to	Address	Zoning	Property Use
A Subject	6353 Cottage Hill Rd, * Mobile, AL 36609 Parcel ID: 0803048000044.000	R-2 - Neighborhood Business	S-2 - COMMERCIAL
B South	6350 Cottage Hill Rd, Mobile, AL 36609	R-2 - Neighborhood Business	S-2 - COMMERCIAL
C East	6313 Cottage Hill Rd, Mobile, AL 36609	R-2 - Neighborhood Business	S-2 - COMMERCIAL
D South	6328 Blair Street Dr N, Mobile, AL 36609	R-1 - Single Family Residential	RS - RESIDENTIAL
E West	6350 Cottage Hill Rd, Mobile, AL 36609	R-2 - Neighborhood Business	S-2 - COMMERCIAL

1,076 Ft. Distance To Establishment #1

6353 Cottage Hill Rd

Mobile, AL 36609

**K2M DESIGN**

Alabama Professional Seal: License No. 341796, Exp. Date: 12/31/2023, COA: 5072, COA Exp. Date: 12/31/2023.

Submissions:

ISSUED DATE	1/16/2022

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS  
1321 Bridge Avenue - Cleveland, Ohio 44113  
P: 216.357.2794 F: 216.357.2796  
©2022 by K2M Design, Inc.

#### 31.4 - Proof of Authorization for the Applicant to Occupy Property Where the Facility is Proposed to Be Located.

TheraTrue Alabama LLC (“Applicant”) has current possession of the land and building at 6353 Cottage Hill Rd via a Letter of Intent (LOI). The first, second, and third

pages of the LOI is included as **Facility #4, Attachment 1**. The full LOI document is included as “Attachment to Exhibit 31, Section 31.4 – Lease or LOI Agreements” at the end of this document.

### **31.5 – Proof of Local Zoning and Other Approvals Necessary to Operate the Business.**

To establish zoning approval for Applicant’s business presence, Applicant provides a “Zoning Certification Letter” signed by Payton Rogers, Planer II for the City of Mobile’s Planning & Zoning Department, advising that Applicant’s proposed site is “zoned B-2, Neighborhood Business District, and.... [u]se of the property as a medical marijuana dispensary is allowed by right in this zoning district under the Unified Development Code (UDC), which will be the Zoning Ordinance applicable to the City of Mobile in the future, subject to compliance with all State and Federal regulations.” The letter further states, “To the best of our knowledge the site is considered legal conforming and there are no outstanding zoning violations at this time.” The Zoning Certification Letter is included as **Facility #4, Attachment 2**. Pursuant to Ala. Code §20-2A-51(c)(2), the City of Mobile has authorized the operation of dispensing sites within the city by Ordinance No. 01-062 as approved by Council on December 13th, 2022. Applicant provides a copy of Ordinance No. 01-062 at **Facility #4, Attachment 3**.

*Setbacks* - In accordance with **Ala. Admin. Code, Regs. §20-2A-64(d)(1)**, the proposed Mobile Dispensary Facility location is not located within 1,000 feet of any school, daycare, or childcare facilities. Evidence of proper setbacks described can be found within the Distance Survey provided as **Facility #4, Attachment 4**.

**31.6** – Applicant has provided as **Facility #4, Attachments 5 -7** professionally rendered blueprints, including schematics and floorplans of the Facility, showing clearly drawn and labeled Interiors of the facility, including but not limited to the general function of each area of the structure, for ease in identification of operations and processes by the Commission during future inspections. Applicant additionally provides conceptual renderings for the proposed location.

**31.7 – A Timetable for Completion and Commencement of Operations as to the Facility.**

Action Item	Dates
License Award	7/1/23
Sign Lease Agreement	7/2/23
Design Complete	4/31/24
Receive Building Permit	5/31/24
Start Build-Out	6/29/24
Complete Build-Out	9/31/24
Local and State Inspection	10/30/24
Open Retail	11/31/2024

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

The Mobile Dispensary Facility will be open only to registered patients, caregivers, and employees, as well as to the Commission and Local Law enforcement to carry out their legal responsibilities. The Applicant anticipates the hours of operation for the facility to be as follows:

- Monday – Friday      10:00 a.m. – 7:00 p.m. CT
- Saturday                10:00 a.m. – 10:00 p.m. CT
- Sunday                    1:00 p.m. – 7:00 p.m. CT

**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.**

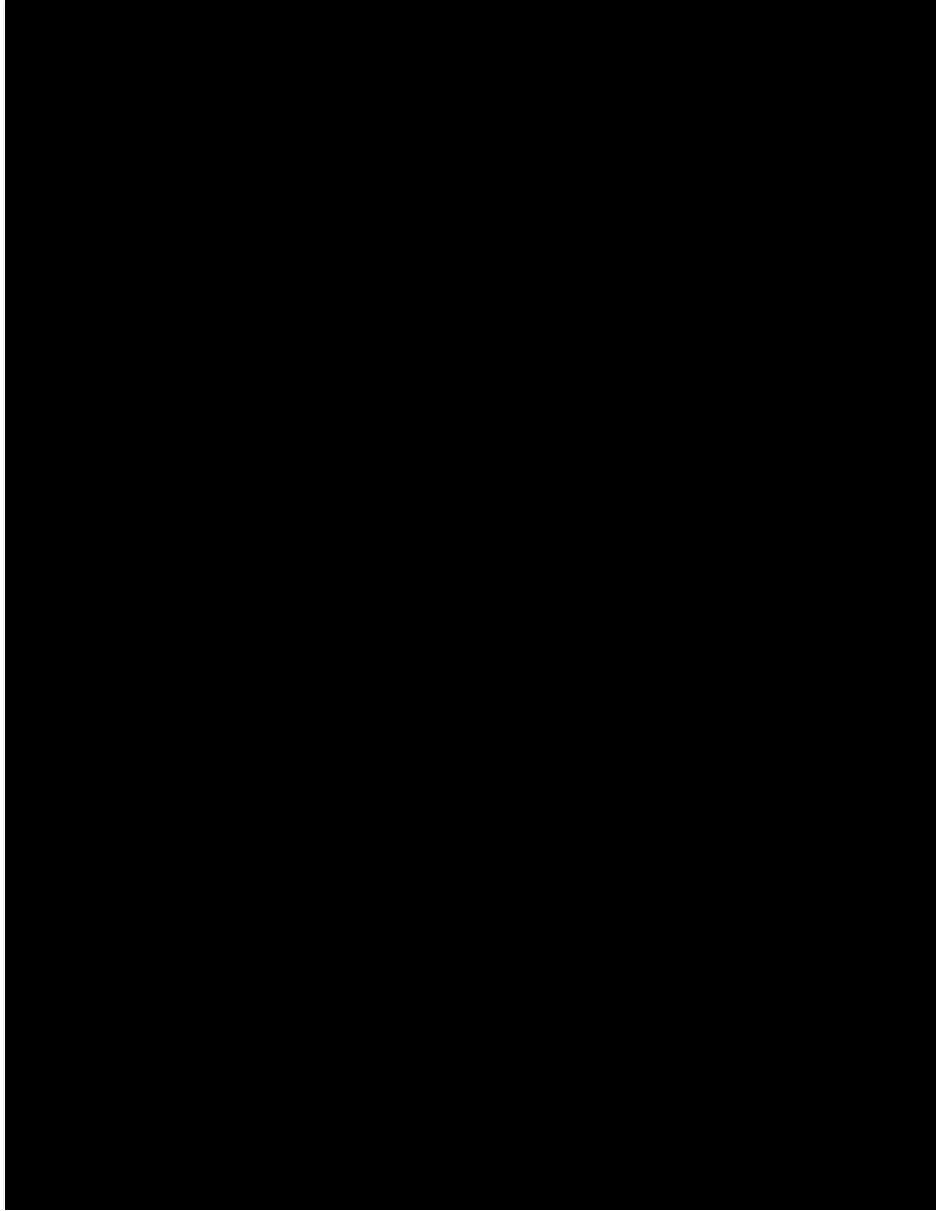
The Applicant anticipates that the Mobile Dispensary Facility will be occupied by the applicant’s employees during all hours of operation (see 31.8 above) and approximately one (1) hour before and after the public access hours.

After Hours Management Contact:

Victor Mancebo  
2 North Jackson St., Suite 605  
Mobile, AL, 36104  
Cell Phone: 786-942-8009

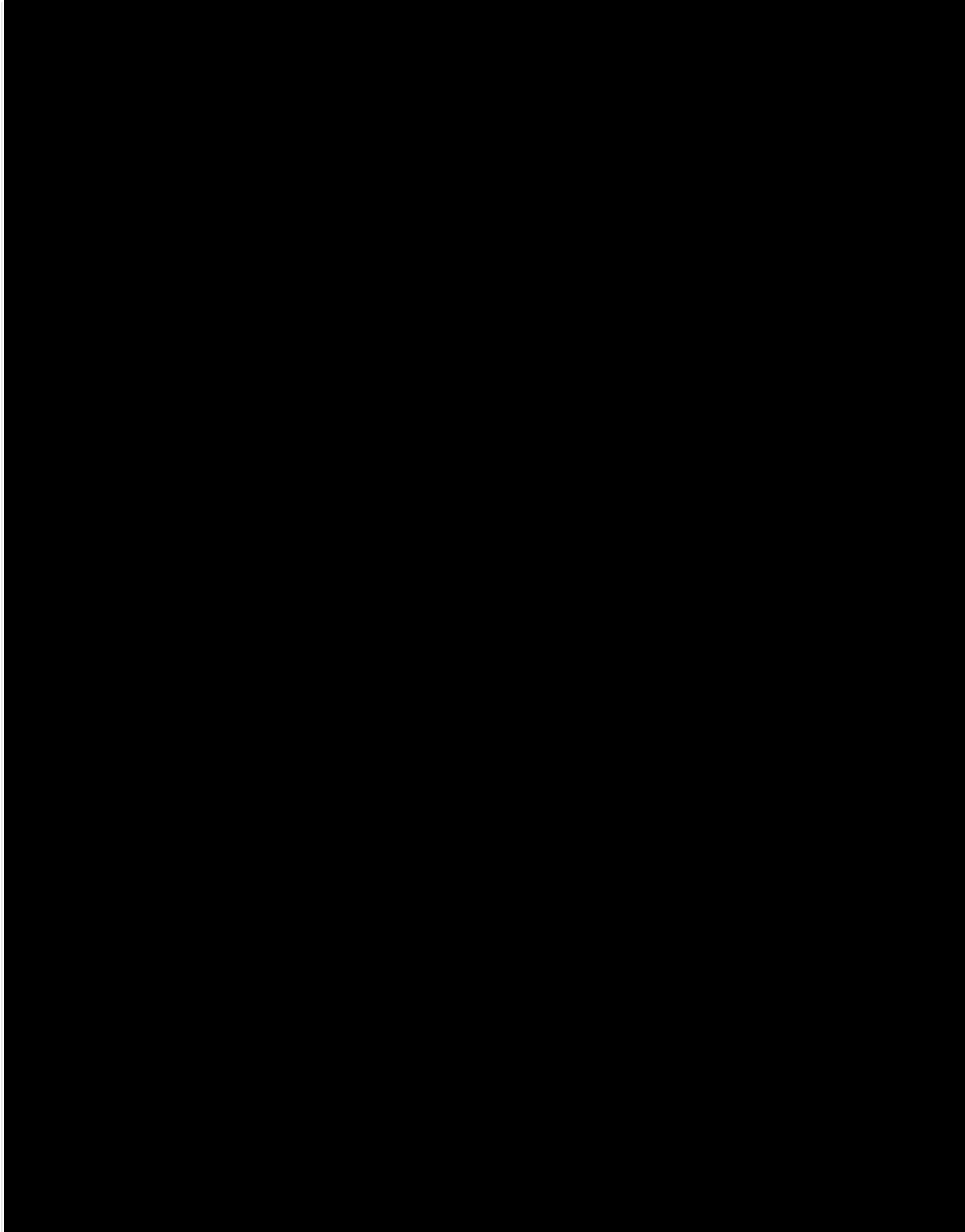


Facility #4, Attachment 1 – Mobile LOI



Page 2 of 6

Facility #4, Attachment 1 – Mobile LOI



Page 3 of 6



Facility #4, Attachment 2 - Zoning Certification Letter



THE CITY OF MOBILE, ALABAMA  
PLANNING & ZONING DEPARTMENT

ZONING CERTIFICATION LETTER

December 21, 2022

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

RE: **6353 Cottage Hill Rd, Mobile, AL 36609**  
**Parcel Number: R023302043000044**

To Whom it May Concern:

This is to certify that the above-referenced property is zoned B-2, Neighborhood Business District, and may be used for any conforming use, subject to compliance with all municipal codes and ordinances. Use of the property as a medical marijuana dispensary is allowed by right in this zoning district under the Unified Development Code (UDC), which will be the Zoning Ordinance applicable to the City of Mobile in the future, subject to compliance with all State and Federal regulations. It should be noted that the proposed Use is only allowed by right on property developed with a building and/or tenant space smaller than 60,000 sf.

The UDC can be found online here: <https://mapformobile.org/udc/>. See the attached ordinance for any additional requirements.

To the best of our knowledge the site is considered legal conforming and there are no outstanding zoning violations at this time. The site is not located within any local Historic District, Planning Areas or any other Special Districts.

If additional assistance is needed, please contact me (251) 208-5895.

Sincerely,

Payton Rogers  
Planner II

P.O. BOX 1827 • MOBILE, ALABAMA 36633-1827

Facility #4, Attachment 3 – Mobile Ordinance

**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:

06526198.345019339 -1

Facility #4, Attachment 3 – Mobile Ordinance

- (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

C6525.93.5  
4901335 v1

Facility #4, Attachment 3 – Mobile Ordinance

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  
49119319.v1

Facility #4, Attachment 4 – Distance Survey



December 16, 2022

Thera True  
4062 Peachtree Rd, Suite A 300  
Atlanta, GA 30319  
Attn: Tom Gretz

**Re: 6353 Cottage Hill Rd, Mobile, AL 36609 - Distance Analysis**

Dear Tom,



LIC #: 34798  
Lic. Exp. Date: 12/31/2023  
COA: 5072  
COA Exp. Date: 1/31/2023

*This item has been digitally signed and sealed by Steven S. Grasley, PE. Digital signatures must be verified on electronic files. Reproduced copies of digitally signed, dated, and sealed documents are not considered signed and sealed.*

This letter is to certify that a records search has been made of all property surrounding the proposed site, 6353 Cottage Hill Rd, Mobile, AL 36609. In accordance with Section 20-2A-22 of the Code of Alabama 1975, we have confirmed that the proposed location is not located within 1,000 feet of an existing Elementary, Middle, or Secondary School and not located within 1,000 feet of a childcare facility.

All parcel measurements have been surveyed through the City of Mobile Land Management Services (GIS) and Parcel Mapping Services. Zoning and property use information was determined through the City of Mobile and Mobile County Record services. Our survey determined that these are the closest above-mentioned establishments (straight line distance of the property line):

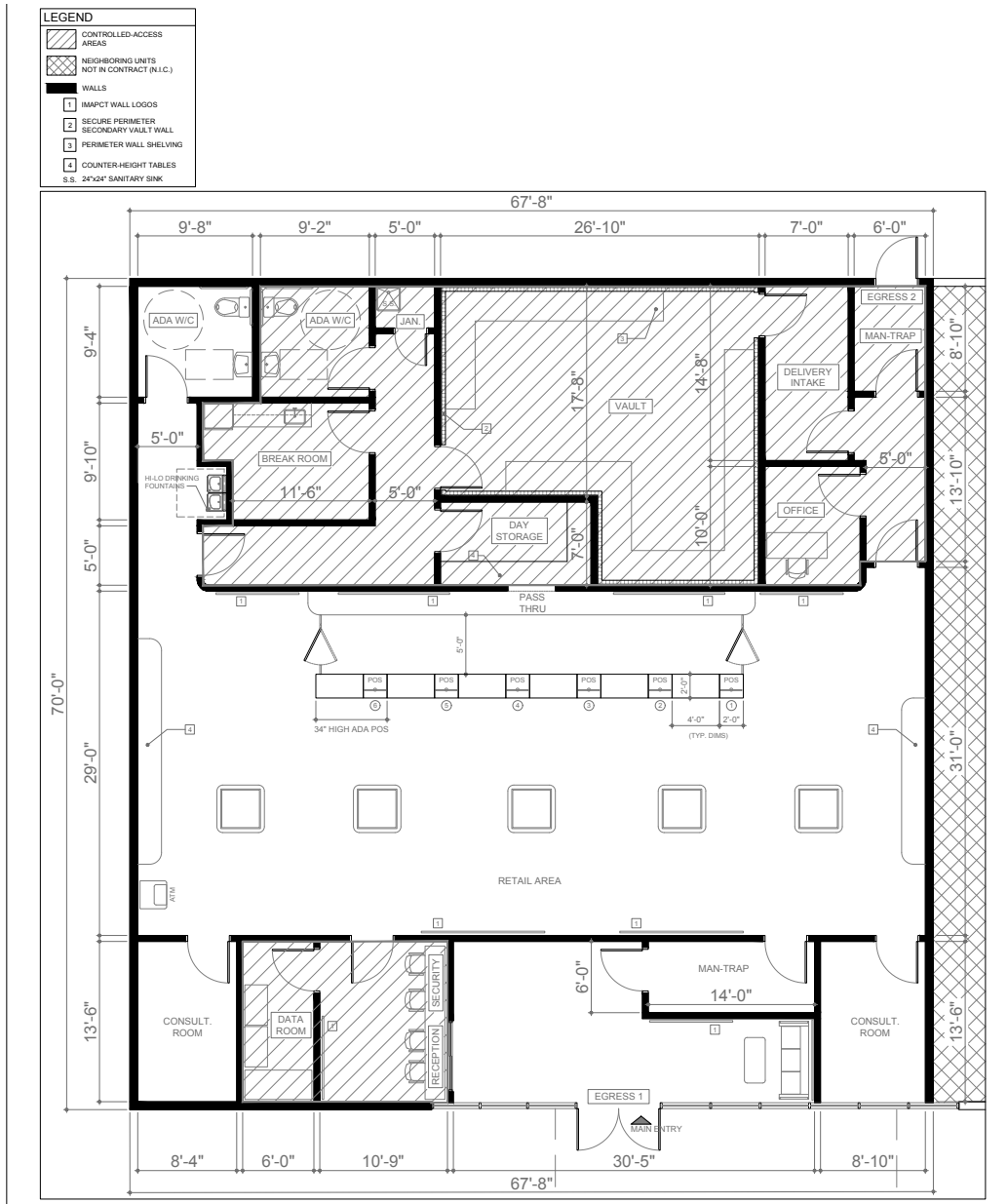
<b>Subject Address: 6353 Cottage Hill Rd, Mobile, AL 36609</b>			
School/Facility Name	Address	Straight Line Distance	NOTE:
Mobile Christian School	5900 Cottage Hill Rd, Mobile, AL 36609	3,078 Ft	Private, PK, K-12
Mobile Junior Academy	1900 Cody Road S, Mobile, AL 3669	7,010 Ft	Private, PK, K-8
Knollwood Christian Academy	1501 Knollwood Dr, Mobile, AL 36609	7,164 Ft	Private, PK, K-8
Joyland Daycare			Childcare Facility

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS

K 2 M D E S I G N . C O M

3121 Bridge Avenue • Cleveland, Ohio 44113  
P: 216.357.2794 • F: 216.357.2796

Facility #4, Attachment 5 - Mobile Facility Blueprint/Schematic




DRAWN BY	R.F.
DATE	DEC. 20 2022
SCALE	3/32" = 1'-0"
SHEET SIZE	8.5 x 11


**PROPOSED FLOOR PLAN**  
 6353 COTTAGE HILL RD. MOBILE, AL. 36609  
 PROPOSED TENANT IMPROVEMENT  
 MEDICAL CANNABIS RETAIL DISPENSARY


STATE OF ALABAMA  
 PROFESSIONAL SEAL

**TEMEKA**  
 GROUP

Facility #4, Attachment 6 - Mobile Facility Security Schematic

 **SECURITY DIAGRAM**  
6353 COTTAGE HILL RD. MOBILE, AL 36609



  
MOBILE, AL.

**PROPOSED FLOOR PLAN**  
6353 Cottage Hill Rd Mobile, AL 36609  
PROPOSED TENANT IMPROVEMENT  
MEDICAL CANNABIS RETAIL DISPENSARY

NO.	DATE	REVISION	ISSUE
1			
2			
3			

DATE: DEC. 15 2022  
SCALE: AS NOTED  
DRAWN BY: J.C.  
DATE: \_\_\_\_\_  
CHECKED BY: \_\_\_\_\_  
DESIGNED BY: \_\_\_\_\_  
PROJECT: \_\_\_\_\_

Facility #4, Attachment 7 - Mobile Facility Conceptual Renderings

*Conceptual Renderings*



*Lobby*

*Mantrap*



*Dispensary Room*



*Consultation Room*

*Vault*



Facility #4, Attachment 7 - Mobile Facility Conceptual Renderings

*Conceptual Renderings*



*Vault*



*Shelving Unit*



*POS System*



*Exterior Signage*

### Facility #5 - Northport Dispensary

#### 31.1 - The Facility Name and Type.

Facility Name: Northport Dispensary Facility

Facility Type: Integrated Licensee’s Dispensary Facility

#### 31.2 - Physical Address and GPS Coordinates of the Facility.

Physical Address:

824 McFarland Ave  
Northport, AL, 35476

GPS Coordinates:

33°14’15.3”N 87°34’03.0”W

#### 31.3 - An Aerial Photograph of the Facility, including Clearly Identified Site Boundaries.

School/Facility Name	Address	Straight Line Distance	NOTE:
1. Shawwood Forest Child Care Center	2525 Hospital Dr., Northport, AL 35473	1,508 Ft.	Childcare Facility
2. Longleafwood Children Center Inc.	3813 Hunter Creek Rd., Northport, AL 35473	1,806 Ft.	Childcare Facility
3. Fausch-Widdaba Elementary	1130 Victoria Ln., Northport, AL 35473	2,215 Ft.	PUBLIC PK, K-5

Location	Address	Zoning	Property Use
A Subject	824 McFarland Blvd., Northport, AL 35476	C6 - Highway Commercial	32 REST-RESTAURANT
B North	807 McFarland Blvd., Northport, AL 35473	C3 - General Commercial	43 MED/OFF-MEDICAL OFFICE
C East	757 McFarland Blvd., Northport, AL 35476	C3 - General Commercial	38 RETAIL-MIXED, MIXED
D South	807 McFarland N Blvd., Northport, AL 35476	C6 - Highway Commercial	38 RETAIL-MIXED, MIXED
E West	808 McFarland Blvd., Northport, AL 35476	C6 - Highway Commercial	32 REST-RESTAURANT

**K2M DESIGN**  
Lic. # 34798  
Lic. Exp. Date: 12/31/2023  
COA: 5072  
COA Exp. Date: 1/31/2023

1 Bullseye Map  
SCALE: 1" = 400'-0"

824 McFarland Blvd

1000' Radius From Prop. Lines

824 McFarland Blvd

Submissions:

ISSUED DATE	11/18/2022

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS  
1321 Bridge Avenue Cleveland, Ohio 44113  
P: 216.357.2794 F: 216.357.2795  
©2022 by K2M Design, Inc.

#### 31.4 - Proof of Authorization for the Applicant to Occupy Property Where the Facility is Proposed to Be Located.

TheraTrue Alabama LLC (“Applicant”) has current possession of the land and building at 824 McFarland Blvd via a Letter of Intent (LOI) and an Option to Lease (Option).

The first and last page of the LOI, as well as the first page of the Option are included as **Facility #5, Attachment 1**. The full LOI and full Option to Lease document are individually included as “Attachment to Exhibit 31, Section 31.4 – Lease or LOI Agreements” at the end of this document. Additionally, Applicant has secured a letter of Authorization to Occupy included as **Facility #5, Attachment 2**.

**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.**

To establish zoning approval for Applicant’s business presence, Applicant provides a Zoning Confirmation Letter signed by Meredith Mullins, Planner 1 in the Planning and Inspections Department for the City of Northport, confirming that Applicant’s proposed site is “zoned C-6 ‘Highway commercial...’” and that “Legal medicinal cannabis dispensaries are a permitted use within this zoning district.” The Zoning Confirmation Letter is shown at **Facility #5, Attachment 3**. Pursuant to Ala. Code §20-2A-51(c)(2), the City of Northport has authorized the operation of dispensing sites within the city by Ordinance No. 2158 as approved by Council and the Mayor on October 24th, 2022. Applicant provides a copy of Ordinance No. 2158 at **Facility #5, Attachment 4**.

*Setbacks* - In accordance with Ala. Admin. Code, Regs. §20-2A-64(d)(1), the proposed Northport Dispensary Facility location is not located within 1,000 feet of any school, daycare, or childcare facilities. Evidence of proper setbacks described can be found in the Birmingham Dispensary Facility Distance Survey at **Facility #5, Attachment 5**.

**31.6 – Applicant has provided below professionally rendered blueprints at Facility #5, Attachment 6 -8**, including schematics and floorplans of the Facility, showing clearly drawn and labeled Interiors of the facility, including but not limited to the general function of each area of the structure, for ease in identification of operations and processes by the Commission during future inspections. Applicant additionally provides conceptual renderings for the proposed location.

**31.7 – A Timetable for Completion and Commencement of Operations as to the Facility.**

Action Item	Dates
License Award	7/1/23
Sign Lease Agreement	7/2/23
Design Complete	6/31/24
Receive Building Permit	7/31/24
Start Build-Out	8/29/24
Complete Build-Out	11/31/24
Local and State Inspection	12/30/24
Open Retail	1/31/2025

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

The Northport Dispensary Facility will be open to the public during the hours of operation listed. Only registered patients, caregivers, and employees of the Applicant will be granted access to the facility, as well as Commission and Local Law enforcement to carry out their legal responsibilities.

The Applicant anticipates the hours of operation for the facility to be as follows:

- Monday – Friday      10:00 a.m. – 7:00 p.m. CT
- Saturday              10:00 a.m. – 10:00 p.m. CT
- Sunday                1:00 p.m. – 7:00 p.m. CT

**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.**

The Applicant anticipates that the Northport Dispensary Facility will be occupied by the applicant’s employees during all hours of operation (see 31.8 above) and approximately one (1) hour before and after the public access hours.

After Hours Management Contact:

Victor Mancebo  
2 North Jackson St, Suite 605  
Northport, AL, 36104  
Cell Phone: 786-942-8009

Facility #5, Attachment 1 – Northport LOI

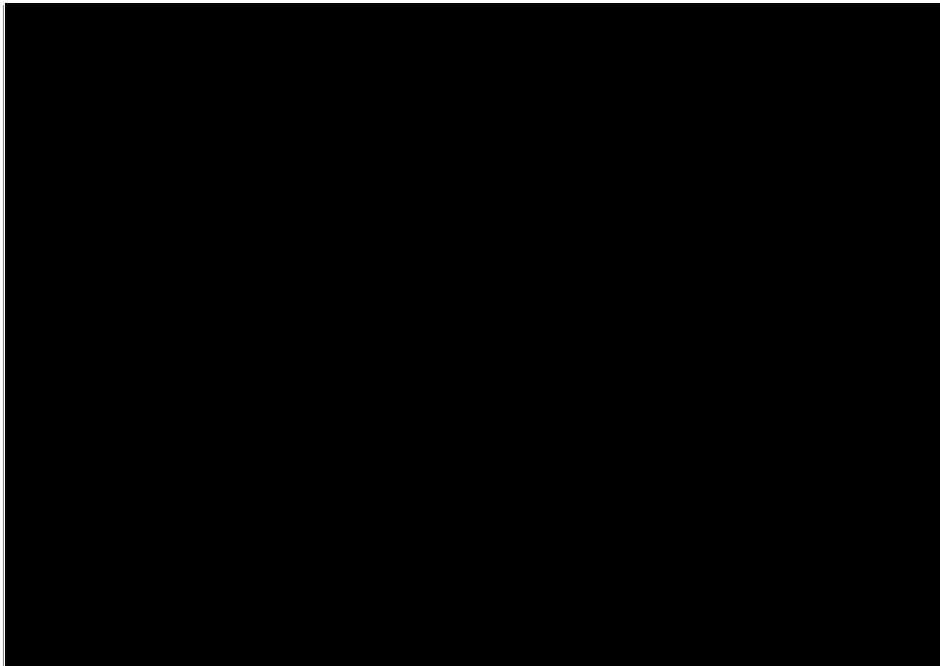
RE: 824 McFarland Ave, Northport, AL 35476

Dear Mark,

TheraTrue is a pre-licensed medical cannabis dispensary in the State of Alabama. The specific location is intended solely for the sale of finished products. TheraTrue sells cannabis-based therapeutics using familiar, non-invasive methods including, but not limited to, oils, lotions, and gel caps. TheraTrue's product mix provides a wide range of delivery methods that enable consistent, dependable dosage of carefully curated cannabinoid mixes for highly effective patient formulas.

TheraTrue is willing to enter into negotiations with the Landlord in connection with a potential lease of the above-referenced premises. This non-binding Letter of Intent summarizes an understanding of the principal terms and conditions of such potential lease and is the basis upon which TheraTrue would consider entering into a formal lease agreement.

Tenant Entity: TheraTrue or dba Therapy









Facility #5, Attachment 1 – Northport LOI


## LOI- TheraTrue- 824 McFarland Blvd Northport AL28921

Final Audit Report 2022-11-11

Created:	2022-11-11
By:	Scott Dunavant (scottd@tsgnational.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5xIUHDyYWz1WHcQGNJFkSakTNgkdVXRI

### "LOI- TheraTrue- 824 McFarland Blvd Northport AL28921" History

-  Document created by Scott Dunavant (scottd@tsgnational.com)  
2022-11-11 - 10:21:40 PM GMT
-  Document emailed to retailworldmanagement@gmail.com for signature  
2022-11-11 - 10:22:10 PM GMT
-  Email viewed by retailworldmanagement@gmail.com  
2022-11-11 - 10:24:26 PM GMT
-  Signer retailworldmanagement@gmail.com entered name at signing as MOHAMED ALHFFAR  
2022-11-11 - 10:31:33 PM GMT
-  Document e-signed by MOHAMED ALHFFAR (retailworldmanagement@gmail.com)  
Signature Date: 2022-11-11 - 10:31:35 PM GMT - Time Source: server
-  Agreement completed.  
2022-11-11 - 10:31:35 PM GMT

 **Adobe Acrobat Sign**

Facility #5, Attachment 1 – Northport Option

OPTION TO LEASE AGREEMENT

THIS OPTION TO LEASE AGREEMENT (this “**Agreement**”), made as of the \_\_\_\_\_ day of December, 2022 (the “**Effective Date**”), by **LINA HUSSEINI**, an individual resident of the state of \_\_\_\_\_ (hereinafter referred to as “**Grantor**”), **TheraTrue Alabama, LLC**, an Alabama limited liability company (hereinafter referred to as “**Grantee**”).

RECITALS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Facility #5, Attachment 2 - Authorization to Occupy Property

AUTHORIZATION TO OCCUPY PROPERTY

12/14/22

Alabama Medical Cannabis Commission  
RSA Dexter Avenue Building  
445 Dexter Avenue, Suite 8040  
Montgomery, AL 36104  
United States

To Whom It May Concern:

I hereby certify that I am the landowner or the landowner's agent of the real property, located at 824 McFarland Blvd, Northport, AL 35476 ("Proposed Location"), where the premises is located, and authorized to complete this form.

By signing this Letter of Authorization, I hereby agree that TheraTrue Alabama, LLC an Applicant for an Integrated Facility license in Alabama, has the legal right to occupy and to use the Proposed Location for medical cannabis activity allowed under the Integrated Facility license.

Sincerely,

LINA MAJED Husseini  
Owner's Printed Name

  
Owner's Signature

12/19/2022  
Date

Sworn to and subscribed before me this 17<sup>th</sup> day of Dec 2022.

Notary Signature 

My Commission Expires 20

My Commission Expires  
July 31, 2025

**\*ATTACH NOTARY ACKNOWLEDGMENT \* see next page**





Facility #5, Attachment 3 - Zoning Confirmation Letter



*Mayor* • Bobby Herndon  
*Council Members*  
District 1 • Christy Bobo  
District 2 • Woodrow Washington, III  
District 3 • John Hinton  
District 4 • Jamie Dykes  
District 5 • Jeff Hogg  
*City Administrator* • Glenda D. Webb

December 15, 2022

TheraTrue

Re: 824 McFarland Blvd (Parcel IDs: 63-31-02-10-1-008-010.000)

To Whom It May Concern:

This letter is to confirm that the above-referenced property is located within the city limits of Northport and is zoned C-6 "Highway commercial". Legal medicinal cannabis dispensaries are a permitted use within this zoning district.

A list of allowable uses for this zoning district can be found on table 4-1 in our zoning ordinance. A copy of this ordinance is available for download on our website (<https://www.cityofnorthport.org/departments/planning-inspections>). Please note also that all multi-family housing and performance residential developments require a conditional use approval.

If we can be of further assistance, please do not hesitate to contact this office at 205-339-7000.

Sincerely,

*Meredith Mullins*

Meredith Mullins  
Planning & Inspections  
City of Northport

P.O. BOX 569 • NORTHPORT, ALABAMA 35476 • (205) 339-7000  
[www.cityofnorthport.org](http://www.cityofnorthport.org)

Facility #5, Attachment 4 – Northport Ordinance

**ORDINANCE NO. 2158**

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

**WHEREAS**, in 2021 legislative session the Alabama legislature passed Act No. 21-450 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**, this act requires the governing body of any municipality by ordinance to authorize the operation of the dispensing sites within the corporate limits of the municipality; and

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

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

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF  
NORTHPORT, ALABAMA AS FOLLOWS:**

1. That, 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 Northport subject to the provisions of Act 21-450 and any relevant provisions of the code of the City of Northport.

**ORDAINED THIS THE 24<sup>th</sup> DAY OF OCTOBER, 2022.**

Facility #5, Attachment 4 – Northport Ordinance

**CITY COUNCIL OF THE CITY OF NORTHPORT**

BY:   
Jeff Hogg, Its President


**ATTEST:**

  
Glenda D. Webb  
City Administrator

Approved this the 24<sup>th</sup> day of October 2022.

  
Bobby Herndon, Mayor

I hereby certify that the above and foregoing Ordinance was published on November 09, 2022 in the Northport Gazette, a newspaper of general circulation published in the City of Northport.

  
Glenda D. Webb, City Administrator

1 <sup>st</sup> Reading:	Rules Suspended
Motion By:	Hogg
Second By:	Hinton
2 <sup>nd</sup> Reading:	October 24, 2022
Motion By:	Washington
Second By:	Hinton
Publication:	November 09, 2022

Facility #5, Attachment 5 – Facility Distance Survey

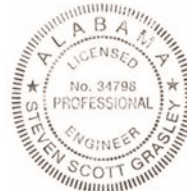


November 18, 2022

Thera True  
 4062 Peachtree Rd, Suite A 300  
 Atlanta, GA 30319  
 Attn: Tom Gretz

**Re: 824 McFarland Blvd, Northport, AL 35476 - Distance Analysis**

Dear Tom,



LIC #: 34798  
 Lic. Exp. Date: 12/31/2023  
 COA: 5072  
 COA Exp. Date: 1/31/2023

*This item has been digitally signed and sealed by Steven S. Grasley, PE. Digital signatures must be verified on electronic files. Reproduced copies of digitally signed, dated, and sealed documents are not considered signed and sealed.*

This letter is to certify that a visual inspection has been made of all property surrounding the proposed site, 824 McFarland Blvd, Northport, AL 35476. In accordance with Section 20-2A-22 of the Code of Alabama 1975, we have confirmed that the proposed location is not located within 1,000 feet of an existing Elementary, Middle, or Secondary School and not located within 1,000 feet of Childcare facilities.

All parcel measurements have been surveyed through the Tuscaloosa County Land Management Services (GIS) and Parcel Mapping Services. Zoning and property use information was determined through the Tuscaloosa County and the City of Northport Record services. Our survey determined that these are the closest above-mentioned establishments (straight line distance of the property line):

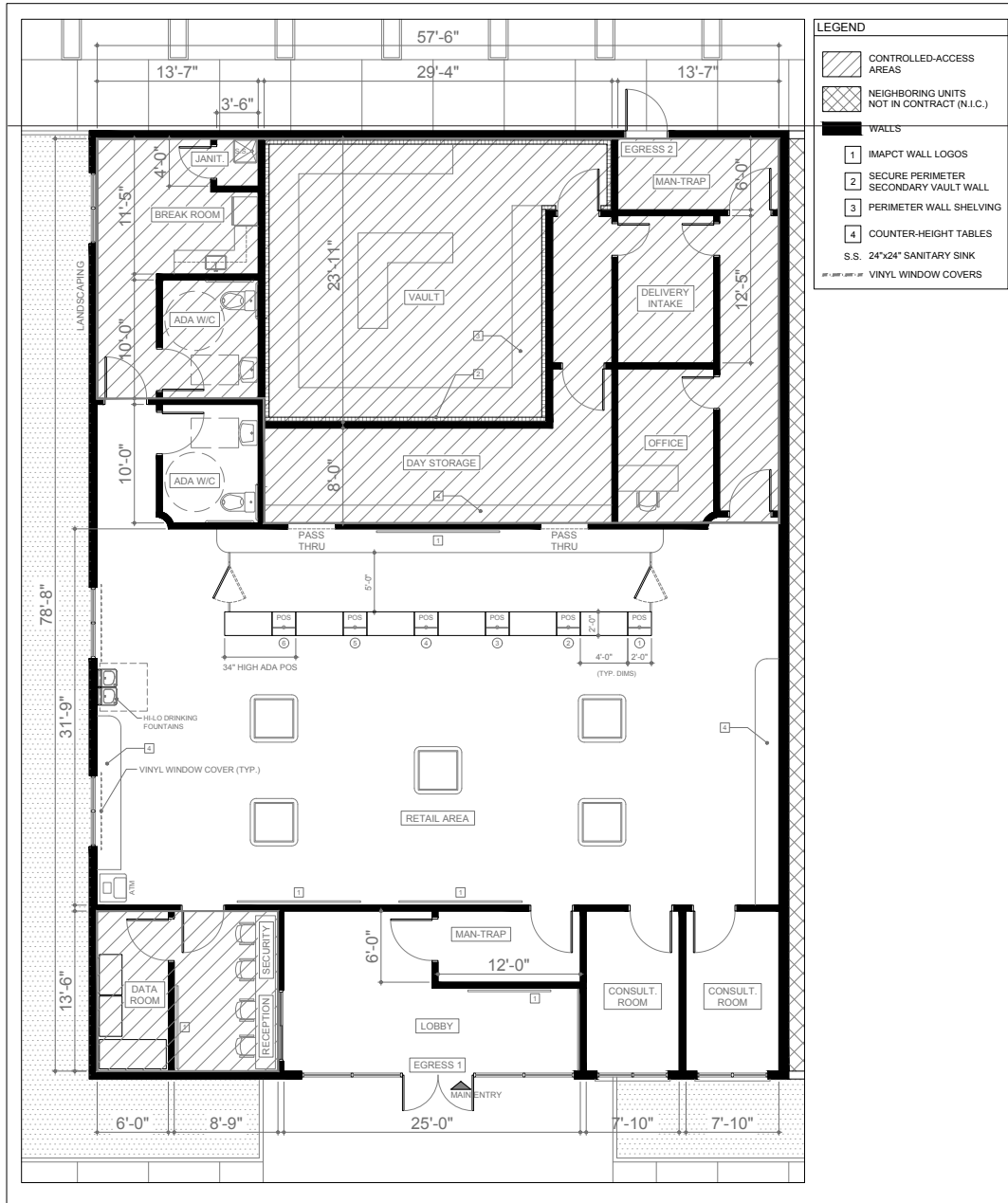
<b>Subject Address: 824 McFarland Blvd, Northport, AL 35476</b>			
<b>School/Facility Name</b>	<b>Address</b>	<b>Straight Line Distance</b>	<b>NOTE:</b>
Sherwood Forest Child Care Center	2525 Hospital Dr, Northport, AL 35476	1,598 Ft	Childcare Facility
Gingerbread Children Center Inc	3813 Hunter Creek Rd, Northport, AL 35473	1,806 Ft	Childcare Facility
Faucett-Vestavia Elementary	1150 Vestavia Cir, Northport, AL 35473	2,215 Ft	Public, PK, K-5

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS

K2MDESIGN.COM

3121 Bridge Avenue • Cleveland, Ohio 44113  
 P: 216.357.2794 • F: 216.357.2796

Facility #5, Attachment 6 – Northport Facility Blueprint/Schematic



DRAWN BY	R.F.
DATE	DEC. 20 2022
SCALE	3/32" = 1'-0"
SHEET SIZE	8.5 x 11

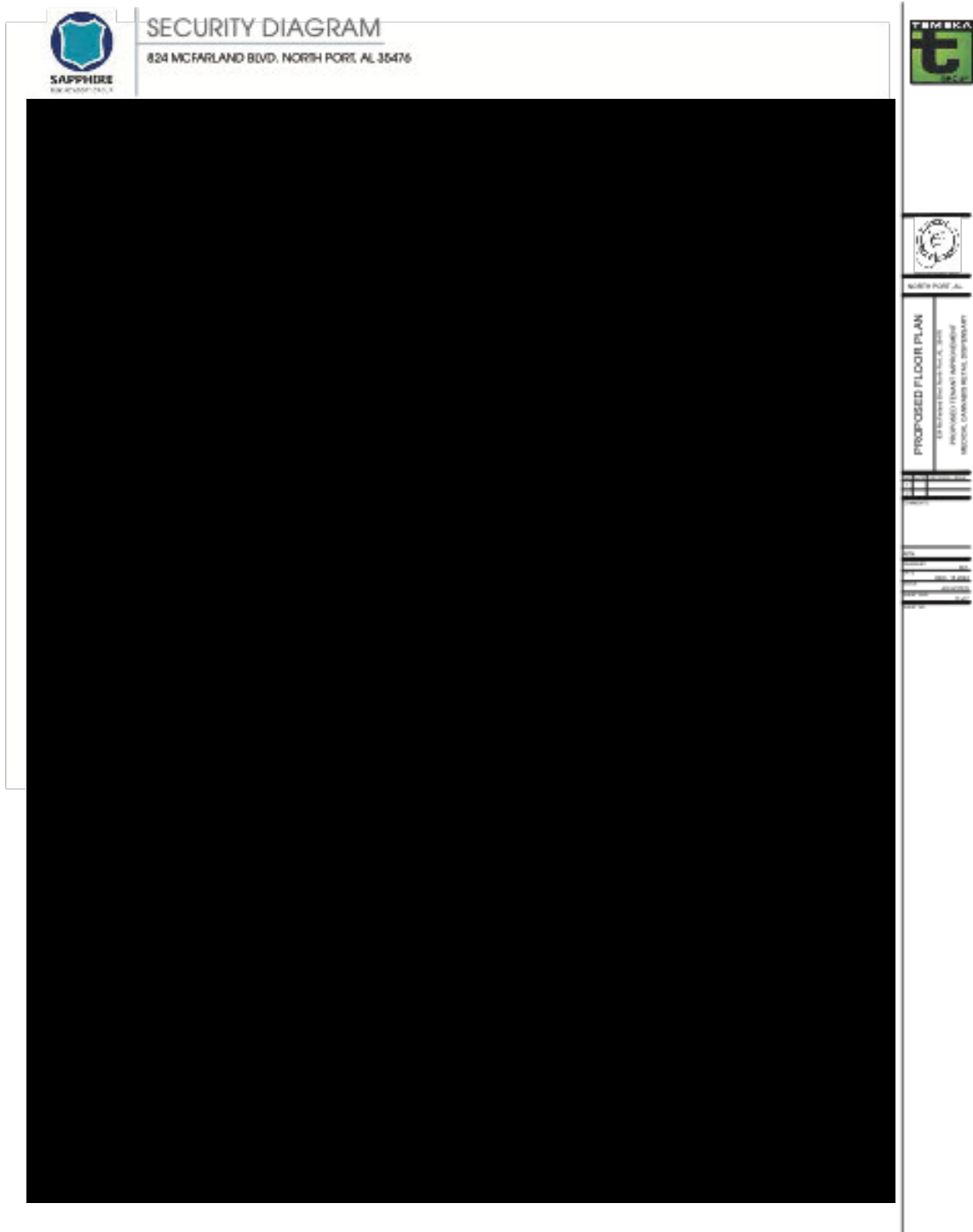
**PROPOSED FLOOR PLAN**

824 McFARLAND BLVD. NORTH PORT, AL. 35476

PROPOSED TENANT IMPROVEMENT  
MEDICAL CANNABIS RETAIL DISPENSARY



Facility #5, Attachment 7 - Northport Facility Security Schematic



Facility #5, Attachment 8 - Northport Facility Conceptual Renderings

*Conceptual Renderings*



*Lobby*



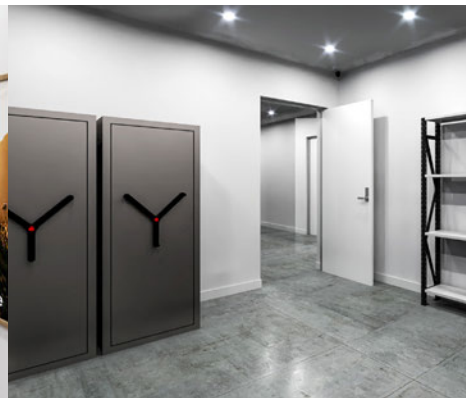
*Mantrap*



*Dispensary Room*



*Consultation Room*



*Vault*

Facility #5, Attachment 8 - Northport Facility Conceptual Renderings

*Conceptual Renderings*



*Vault*



*Shelving Unit*



*POS System*



*Exterior Signage*



### Facility #6 – Gadsden Dispensary

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

Facility Name: Gadsden Dispensary Facility

Facility Type: Integrated Licensee’s Dispensary Facility

#### 31.2 - Physical Address and GPS Coordinates of the Facility.

Physical Address:

401 George Wallace Drive #407

Gadsden, AL, 35903

Etowah County

GPS Coordinates:

34°00'18.8"N 85°59'47.8"W

#### 31.3 – An Aerial Photograph of the Facility, including Clearly Identified Site Boundaries.

Bullseye Map

Subject Address	401-407 George Wallace Dr, Gadsden, AL 35903			
School/Facility Name	Address	Straight Line Distance	NOTE:	
1	Childcare Network Gadsden	950 Rainbow Dr, Gadsden, AL 35901	2,173 Ft	Preschool, Childcare
2	Stratton Elementary School	800 Cleveland Ave, Gadsden, AL 35901	3,134 Ft	Public, PK, K-5
3	Gadsden Middle School	617 Tracy St, Gadsden, AL 35901	3,528 Ft	Public, 6-8

Zoning of Subject and Surrounding Parcels:			
Location to Subject	Address	Zoning	Property Use
A Subject	405 George Wallace Dr, Gadsden, AL 35903	B-2(r) - General Business District	5000 - Retail/Mixed
B North	George Wallace Dr, Gadsden, AL 35903	B-2(r) - General Business District	5000 - Retail/Mixed
C North	501 George Wallace Dr, Gadsden, AL 35903	B-2(r) - General Business District	5000 - Retail/Mixed
D East	400 George Wallace Dr, Gadsden, AL 35903	B-2(r) - General Business District	6000 - Service/Shop
E East	Wood Avenue, Gadsden, AL 35903	B-2(r) - General Business District	9130 - Vacant Residential LIT
F East	Parcel ID: 18-02-10-2-000-123.000	B-2(r) - General Business District	3900 - Convenience Store
G East	418 George Wallace Dr, Gadsden, AL 35903	B-2(r) - General Business District	6100 - Offices
H East	430 George Wallace Dr, Gadsden, AL 35903	B-2(r) - General Business District	6100 - Offices
I East	442 George Wallace Dr, Gadsden, AL 35903	B-2(r) - General Business District	6000 - Service/Shop
J East	400 George Wallace Dr, Gadsden, AL 35903	B-2(r) - General Business District	9150 - Vacant Commercial
K East	480 George Wallace Dr, Gadsden, AL 35903	B-2(r) - General Business District	9120 - Bank & Bank Related Service
L East	470 George Wallace Dr, Gadsden, AL 35903	B-2(r) - General Business District	6000 - Service/Shop
M East	George Wallace Dr, Gadsden, AL 35903	B-2(r) - General Business District	4380 - Mini Warehouse
N East	Parcel ID: 18-02-10-2-000-143.000	B-2(r) - General Business District	5000 - Retail/Mixed
O South	480 George Wallace Dr, Gadsden, AL 35903	B-2(r) - General Business District	1130 - Apartments, Triplex
P West	313 George Wallace Dr, Gadsden, AL 35903	B-2(r) - General Business District	9150 - Vacant Commercial
Q West	Parcel ID: 18-02-10-2-000-221.000	B-2(r) - General Business District	9150 - Vacant Commercial
R West	Robert Evans Blvd, Gadsden, AL 35903	O-1(r) - Office District	9150 - Vacant Commercial
S West	Parcel ID: 18-02-09-4-000-001.002	O-1(r) - Office District	6710 - Government
T West	Riverside Dr, Gadsden, AL 35903	O-1(r) - Office District	6710 - Government
	Parcel ID: 18-02-09-3-000-005.000	B-4d - Design Review District	9150 - Vacant Commercial
	344 South First St, Gadsden, AL 35903		

401-407 George Wallace Dr

Gadsden, AL 35903

Bullseye Map SCALE: 1" = 700'-0"

November 21, 2022

Lic. # 34798  
 Lic. Exp. Date: 12/31/2023  
 COA: 5072  
 COA Exp. Date: 1/31/2023

Submissions:  
 ISSUED DATE      11/23/2022

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS  
 1321 Bridge Avenue Cleveland, Ohio 44113  
 P: 216.357.2794 F: 216.357.2796  
 ©2022 by K2M Design, Inc.

#### 31.4 – Proof of Authorization for the Applicant to Occupy Property Where the Facility is Proposed to Be Located

TheraTrue Alabama LLC (“Applicant”) has current possession of the land and

building at 401 George Wallace Drive via a Letter of Intent (LOI). The first, second, and third page of the LOI are included as **Facility #6, Attachment 1**. The full LOI document is included as “Gadsden LOI - Attachment to Exhibit 31, Section 31.4 – Lease or LOI Agreements” at the end of this document.

**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.**

To establish approval for Applicant’s business presence, Applicant provides a Zoning Verification Letter, signed by Tina P. Cody, Zoning Administrator for the City of Gadsden Planning Department, for its proposed location stating Applicant’s proposed site “has a zoning designation of B-2, General Business District...” and that “The City of Gadsden Chart of Permitted Uses, Chapter 130, Section 312(f) allows for a Medical Cannabis Dispensary as a “use by right” in a B-2, General Business District.” The Zoning Verification Letter is shown at **Facility #6, Attachment 2**. Pursuant to Ala. Code §20-2A-51(c)(2), the City of Gadsden has authorized the operation of medicinal cannabis dispensing sites within the city by Ordinance No. O-37-22 as approved by Council and signed by the Mayor on October 11<sup>th</sup>, 2022. Applicant provides a copy of Ordinance No. O-37-22 at **Facility #6, Attachment 3**. Pursuant to Ala. Code §20-2A-51(c)(3), the City of Gadsden additionally adopted Ordinance No. O-49-22 to establish zoning districts for medical cannabis uses on December 13, 2022. Applicant provides a copy of Ordinance No. O-49-22 amending the existing zoning ordinance to permit medical cannabis is included as “Gadsden Zoning Ordinance - Attachment to Exhibit 31, Section 31.5 – Local Zoning and Ordinance” at the end of this document.

*Setbacks* - In accordance with **Ala. Admin. Code, Regs. §20-2A-64(d)(1)**, the proposed Gadsden Dispensary Facility location is not located within 1,000 feet of any school, daycare, or childcare facilities. Evidence of proper setbacks described can be found within the Distance Survey provided at **Facility #6, Attachment 4**.

**31.6** – Applicant has provided at **Facility #6, Attachments 5 - 7** professionally rendered blueprints, including schematics and floorplans of the Facility, showing clearly drawn and labeled Interiors of the facility, including but not limited to the general function of each area of the structure, for ease in identification of operations and processes by the

Commission during future inspections. Applicant additionally provides conceptual renderings for the proposed location.

### **31.7 – A Timetable for Completion and Commencement of Operations as to the Facility**

<b>Action Item</b>	<b>Dates</b>
License Award	7/1/23
Sign Lease Agreement	7/2/23
Design Complete	8/31/24
Receive Building Permit	9/31/24
Start Build-Out	10/29/24
Complete Build-Out	1/31/25
Local and State Inspection	2/28/25
Open Retail	3/31/25

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

The Gadsden Dispensary Facility will be open only to registered patients, caregivers, and employees, as well as to the Commission and Local Law enforcement to carry out their legal responsibilities. The Applicant anticipates the hours of operation for the facility to be as follows:

- Monday – Friday      10:00 a.m. – 7:00 p.m. CT
- Saturday              10:00 a.m. – 10:00 p.m. CT
- Sunday                 1:00 p.m. – 7:00 p.m. CT

### **31.9 – Facility Hours of Operation / After Hours Contact**

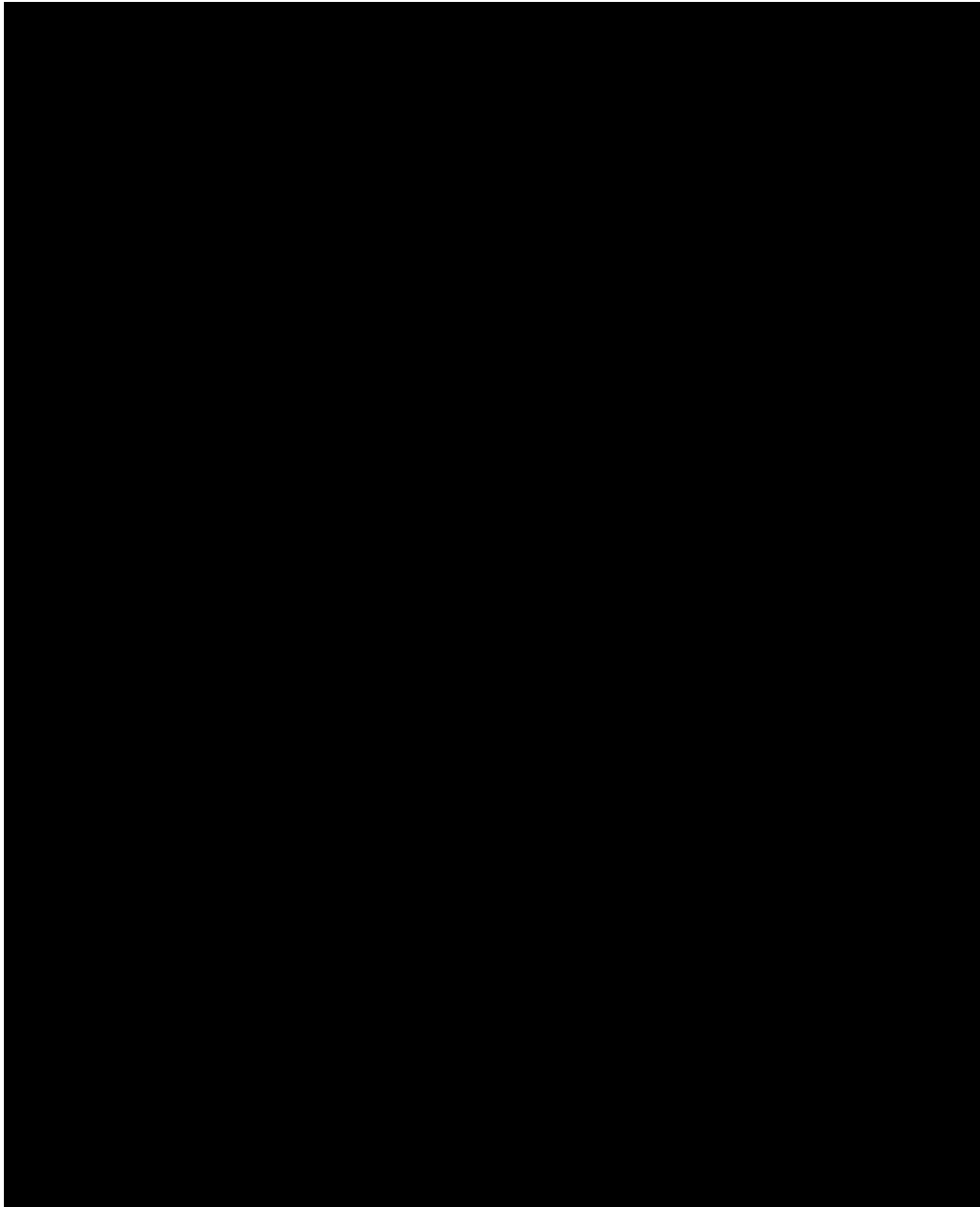
The applicant anticipates that the Gadsden Dispensary Facility will be occupied by the applicant’s employees during all hours of operation (see 31.8 above) and approximately one (1) hour before and after the public access hours.

After Hours Management Contact:

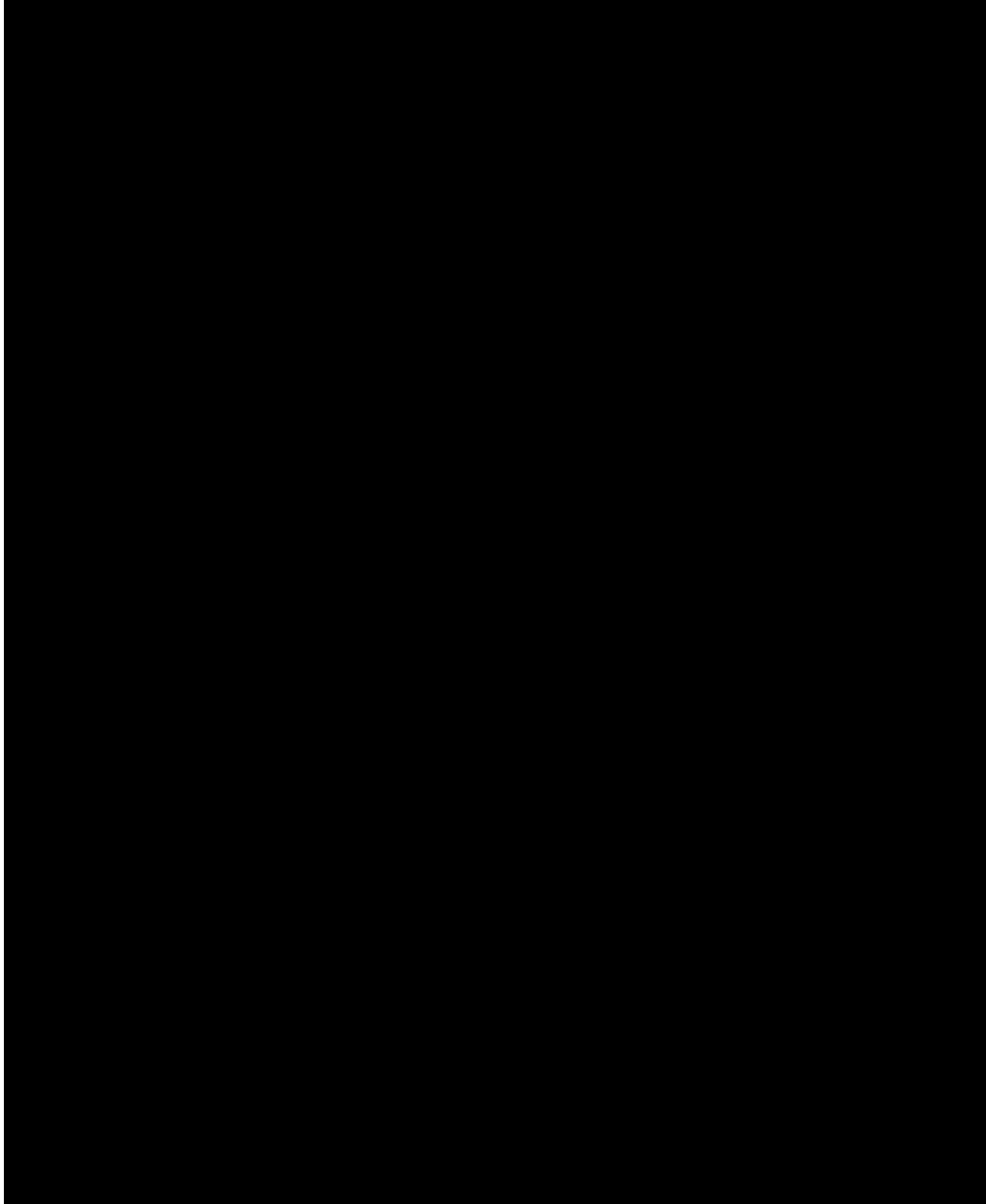
Victor Mancebo  
 2 North Jackson St, Suite 605  
 Gadsden, AL, 36104  
 Cell Phone: 786-942-8009



Facility #6, Attachment 1 – Gadsden LOI



Facility #6, Attachment 1 – Gadsden LOI



Page 3 of 5

Facility #6, Attachment 2 - Zoning Verification Letter



# City of GADSDEN

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

Heath Williamson  
*Director of Engineering*  
  
Nick Hall  
*Director of Planning*

December 13, 2022

TheraTrue [REDACTED]  
c/o Victor E. Mancebo  
[REDACTED]

Re: Zoning Verification Letter  
401-407 George Wallace Drive  
Gadsden, AL 35903  
Medical Cannabis Dispensary

To Whom it May Concern:

The subject property located at 401-407 George Wallace Drive, Gadsden, AL, 35903, is located within the corporate limits of the City of Gadsden and has a zoning designation of B-2, General Business District. The City of Gadsden Chart of Permitted Uses, Chapter 130, Section 312(f) allows for a Medical Cannabis Dispensary as a "use by right" in a B-2, General Business District. This letter does not exempt this use or property from any other requirements for permitting or licensing.

A Medical Cannabis Dispensary, as proposed to be located at 401-407 George Wallace Drive, Gadsden, AL, 35903, being a "use by right" in a B-2, General Business District, is eligible to apply for a City of Gadsden business license only after the applicant has received a provisional Integrated Facility license or a provisional Medical Cannabis Dispensary license, as may be applicable, from the Alabama Medical Cannabis Commission.

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

This information was researched on December 12, 2022, by the undersigned, per request and as a public service. The undersigned certifies that the above information contained herein is believed to be accurate and is based upon, or relates to the information provided by the requestor. The Authority assumes no liability for errors or omissions. All information was obtained from public records, which may be inspected during regular business hours. Should you have further questions, please contact me at 256-549-4525.

Sincerely,

Tina P. Cody  
Zoning Administrator  
City of Gadsden Planning Department

## City of Champions

Facility #6, Attachment 3 – Gadsden Ordinance

2022/371

ORDINANCE NO. 0-37-22

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

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

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

WHEREAS, a dispensary may only be operated in a municipality if the municipality has passed a resolution authorizing the operation of dispensaries within the municipality's corporate limits; and

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

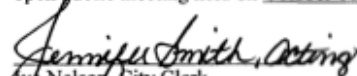
WHEREAS, the location of a dispensary within the corporate limits of the City of Gadsden will bring the potential of new employment opportunities for the citizens of the City of Gadsden; and

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

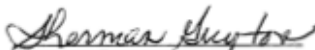
Now, Therefore, **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GADSDEN, ALABAMA**, as follows:

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

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

  
Iva Nelson, City Clerk

APPROVED on October 11, 2022

  
Sherman Guyton, Mayor



Facility #6, Attachment 4 – Facility Distance Survey



November 23, 2022

Thera True  
 4062 Peachtree Rd, Suite A 300  
 Atlanta, GA 30319  
 Attn: Tom Gretz

**Re: 401-407 George Wallace Dr, Gadsden, AL 35903 - Distance Analysis**

Dear Tom,



LIC #: 34798  
 Lic. Exp. Date: 12/31/2023  
 COA: 5072  
 COA Exp. Date: 1/31/2023

*This item has been digitally signed and sealed by Steven S. Grasley, PE. Digital signatures must be verified on electronic files. Reproduced copies of digitally signed, dated, and sealed documents are not considered signed and sealed.*

This letter is to certify that a visual inspection has been made of all property surrounding the proposed site, 401-407 George Wallace Dr, Gadsden, AL 35903. In accordance with Section 20-2A-22 of the Code of Alabama 1975, we have confirmed that the proposed location is not located within 1,000 feet of an existing Elementary, Middle, or Secondary School or located within 1,000 feet of a Childcare facility.

All parcel measurements have been surveyed through the Etowah County Land Management Services (GIS) and Parcel Mapping Services. Zoning and property use information was determined through the City of Gadsden and Etowah County Record services. Our survey determined that these are the closest above-mentioned establishments (straight line distance of the property line):

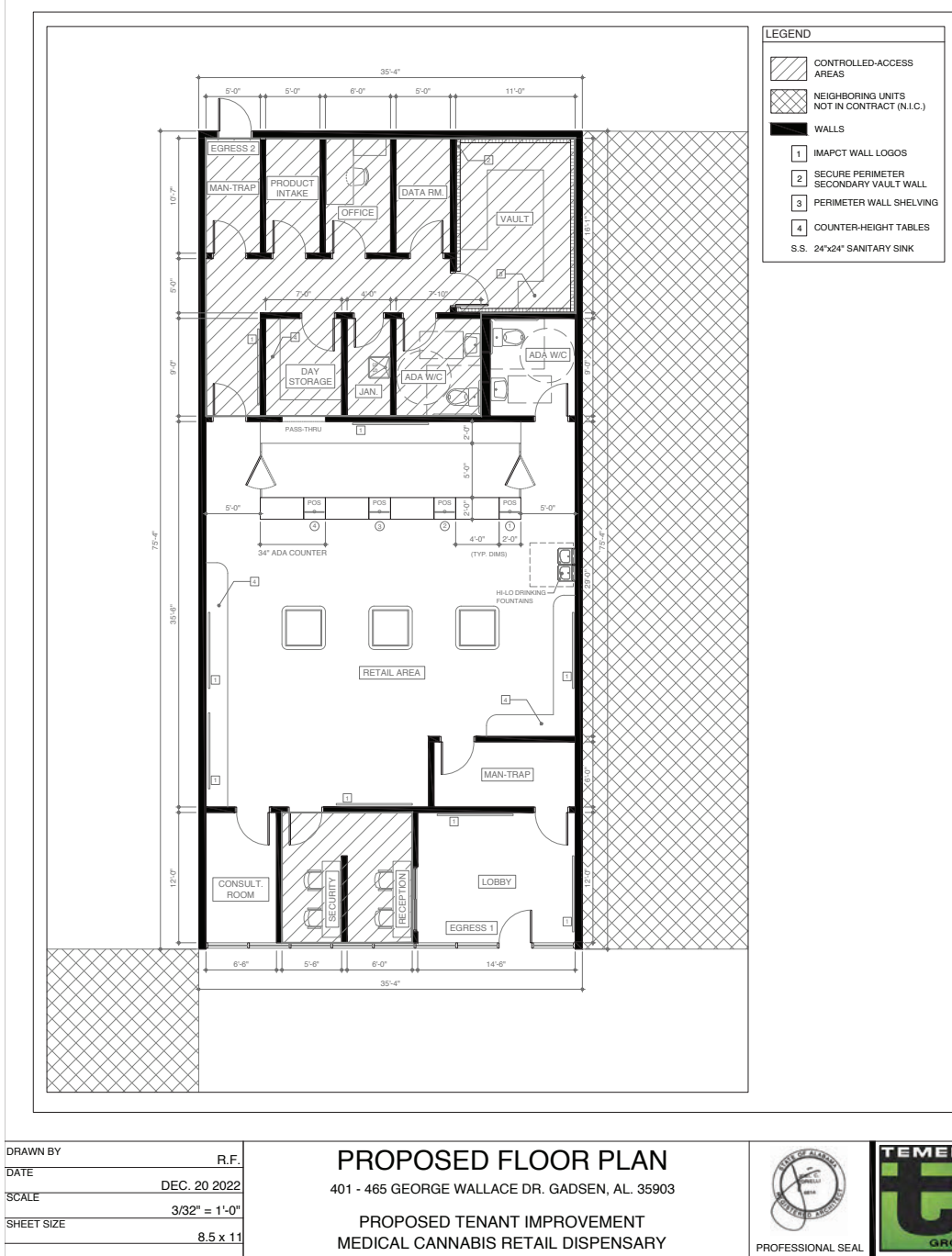
<b>Subject Address: 401-407 George Wallace Dr, Gadsden, AL 35903</b>			
<b>School/Facility Name</b>	<b>Address</b>	<b>Straight Line Distance</b>	<b>NOTE:</b>
Childcare Network Gadsden	950 Rainbow Dr, Gadsden, AL 35901	2,173 Ft	Preschool, Childcare
Striplin Elementary School	600 Cleveland Ave, Gadsden, AL 35901	3,134 Ft	Public, PK, K-5
Gadsden Middle School	612 Tracy St, Gadsden, AL 35901	3,528 Ft	Public, 6-8

BUILDING RELATIONSHIPS BASED ON TRUST AND RESULTS

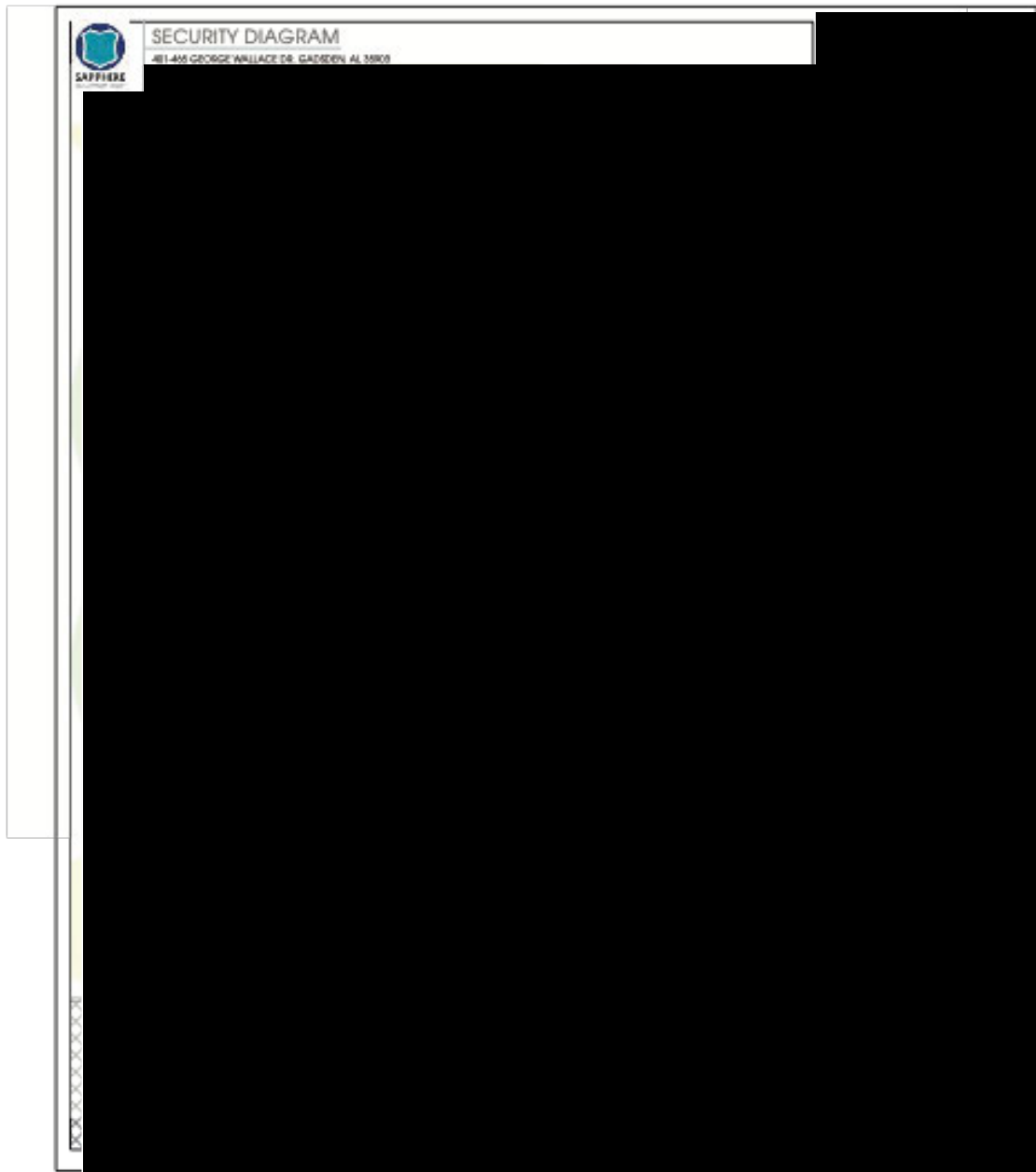
K 2 M D E S I G N . C O M

3121 Bridge Avenue • Cleveland, Ohio 44113  
 P: 216.357.2794 • F: 216.357.2796

Facility #6, Attachment 5 - Gadsden Facility Blueprint/Schematic



Facility #6, Attachment 6 - Gadsden Facility Security Schematic



DRAWN BY	R.F.	<b>PROPOSED FLOOR PLAN</b> 401 - 485 GEORGE WALLACE DR. GADSDEN, AL. 35903  PROPOSED TENANT IMPROVEMENT MEDICAL CANNABIS RETAIL DISPENSARY	 PROFESSIONAL SEAL	
DATE	DEC. 20 2022			
SCALE	3/32" = 1'-0"			
SHEET SIZE	8.5 x 11			

Facility #6, Attachment 7 - Gadsden Facility Conceptual Renderings

Conceptual Renderings



Lobby

Mantrap



Dispensary Room



Consultation Room

Vault

Facility #6, Attachment 7 - Gadsden Facility Conceptual Renderings

*Conceptual Renderings*



*Vault*



*Shelving Unit*



*POS System*



*Exterior Signage*

# Attachments to Exhibit 31, Section 31.4\_1 – Demopolis Lease

DocuSign Envelope ID: B44413DB-B71C-4FB5-9484-6E0E0FA54E33

## COMMERCIAL LEASE

**This is a legally binding contract. Seek competent advice prior to execution.**

**STATE OF ALABAMA** \_\_\_\_\_ Marengo \_\_\_\_\_ **COUNTY**

This Commercial Lease (the "Lease") is made this 27th day of October, 2022 between and among the following:

**NAME OF LANDLORD:** Heartland Catfish Company, Inc.

whose address is: 55001 Highway 82 West, Itta Bena, MS 38941

(hereinafter called "Landlord"),

and

**NAME OF LANDLORD'S AGENT:** Red Rock Realty Group

whose address is: 1425 Richard Arrington, Jr Blvd S, Suite 100, Birmingham, AL 35205

as agent for Landlord (hereinafter, collectively with Tenant's Agent called "Agent"),

and

**NAME OF TENANT:** TheraTrue Alabama LLC

whose address is: 4062 Peachtree Road, NE Suite A300, Brookhaven, GA 30319

(hereinafter called "Tenant").

And

**NAME OF TENANT'S AGENT:** Colliers International – Atlanta, LLC

whose address is: 1230 Peachtree Street NE STE 800, Atlanta, GA 30309

as agent for Landlord (hereinafter, collectively with Landlord's Agent called "Agent"),

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **LEASED PREMISES**

(a) **Description.** Landlord does hereby demise and let unto Tenant the following described premises located in the City of Demopolis, County of Marengo, State of Alabama, to wit:

---

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Commercial Lease - Page 1 of 10

1669553 v3  
47991523.1

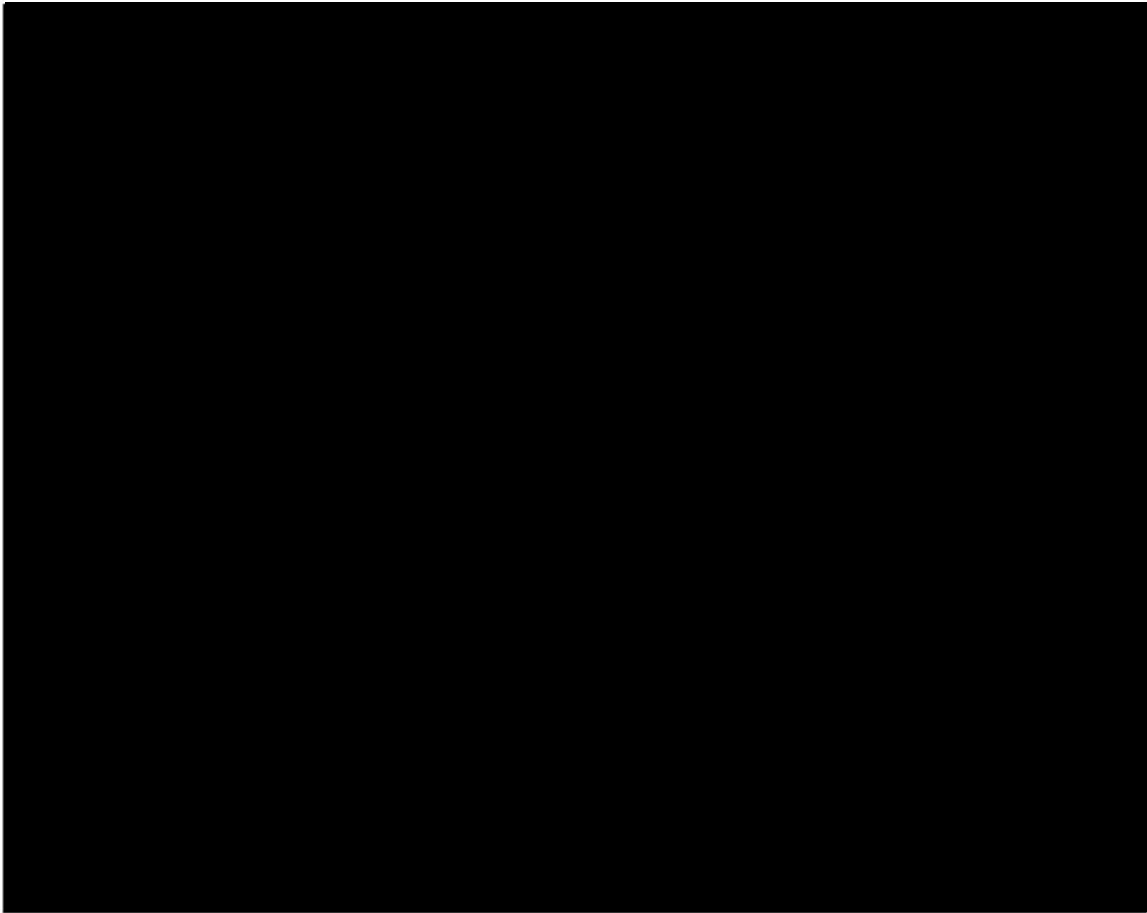
# Attachments to Exhibit 31, Section 31.4\_1 – Demopolis Lease

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DESCRIPTION OF THE LEASED PREMISES: 101 Lloyd Dollar Drive, Demopolis, AL 36732; Parcel IDs: 0109320007002000 and 0109320007002004

(the "Leased Premises") subject to all existing easements, if any, and the regulatory laws and ordinances of the political subdivision in which the Leased Premises is situated.

(b) Use. The Leased Premises shall be used by Tenant as a Office and Warehouse and for no other or different use or purpose. Tenant shall not use or occupy the Leased Premises, or permit the Leased Premises to be used or occupied, in violation of any ordinance, law or regulation of any governmental body, or in any manner which would vitiate or increase the premium charged for insurance on the Leased Premises or the building in which it is located, if applicable. Landlord acknowledges and agrees that the foregoing permitted use may include cannabis growth, storage and/or distribution operations and such permitted uses may conflict with federal laws on controlled substances and such conflict shall in no way constitute a default or breach by Tenant under this Lease.



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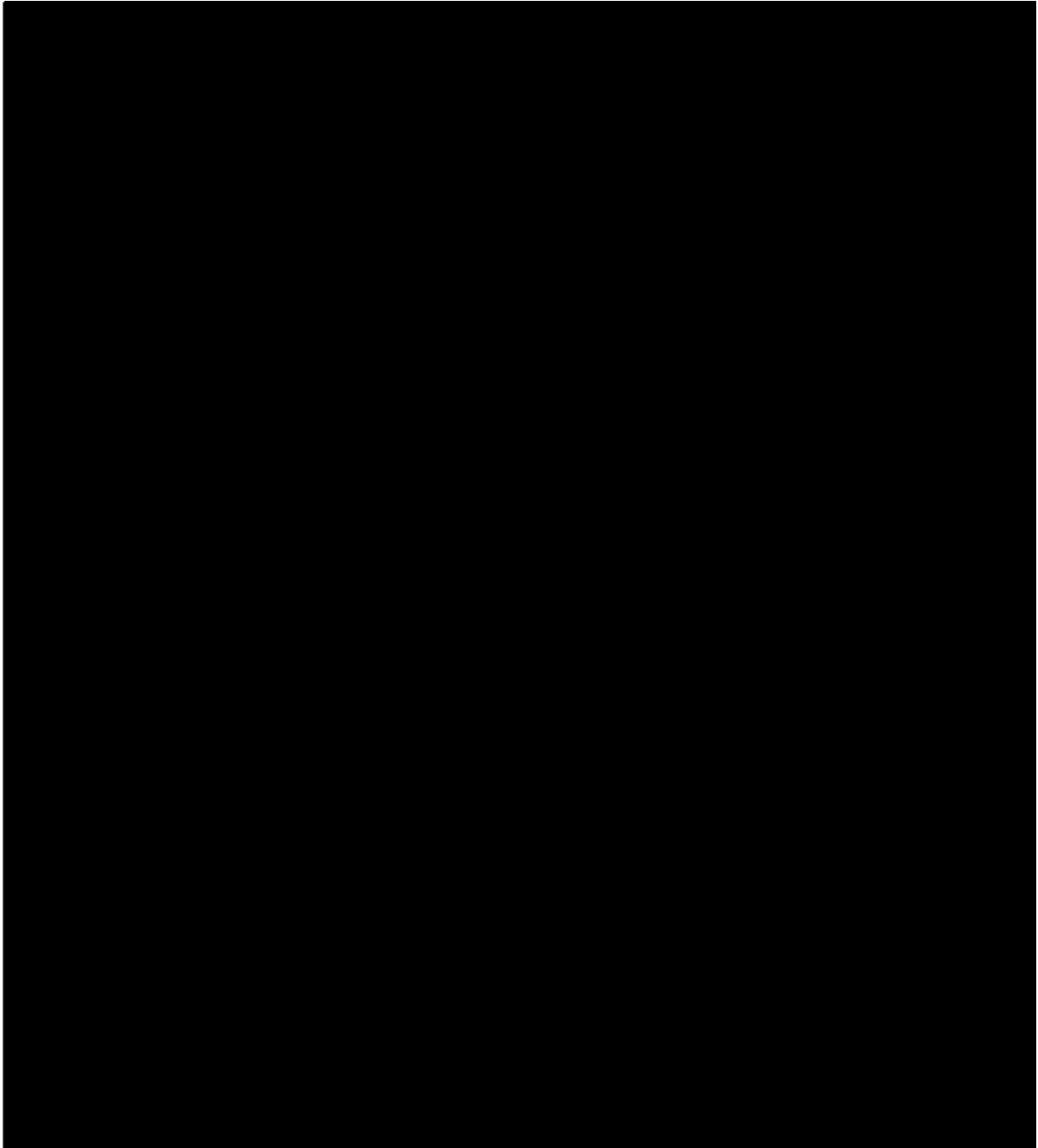
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1669553 v3  
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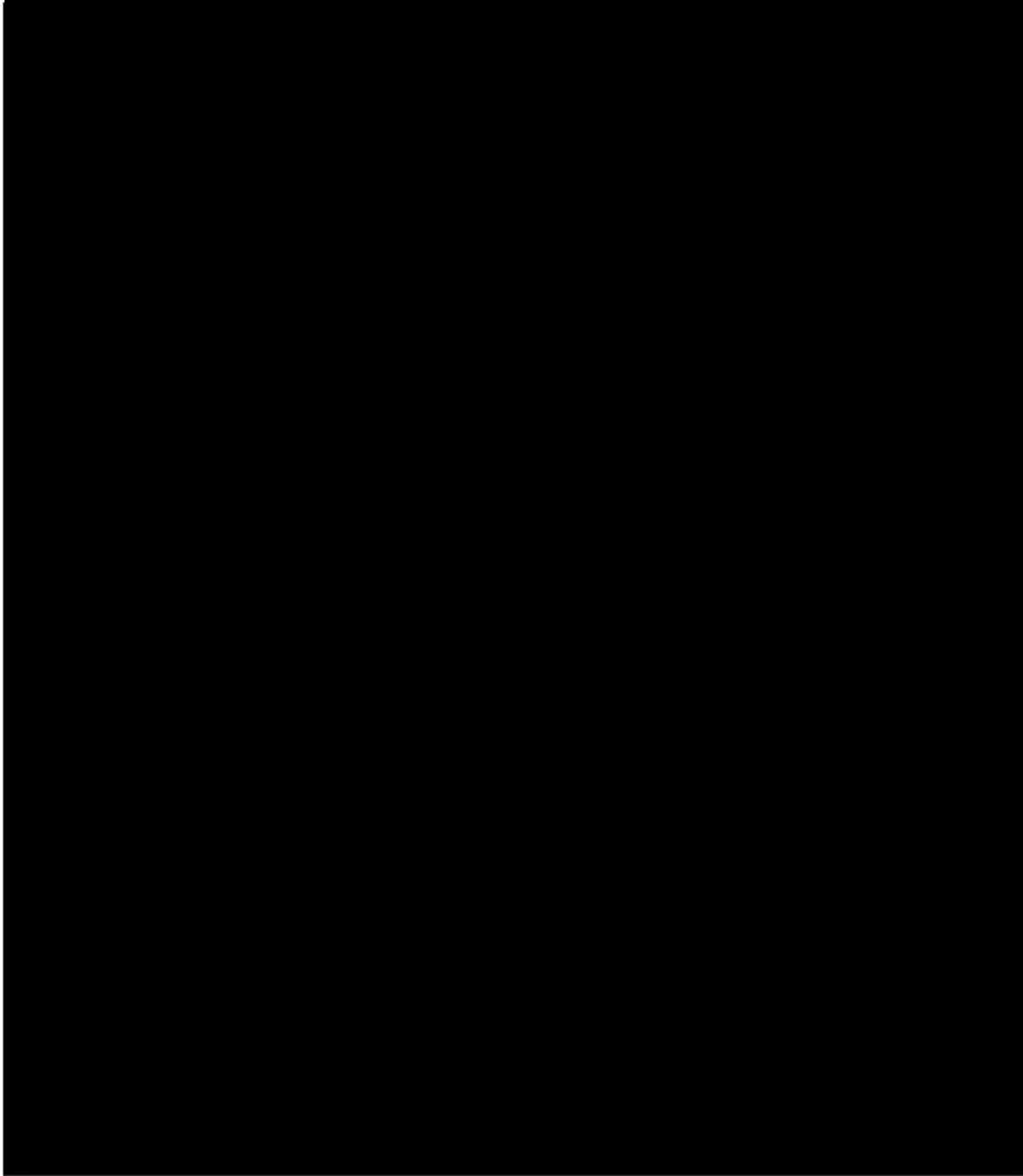
Commercial Lease - Page 3 of 10

1669553 v3  
47991523.1



# Attachments to Exhibit 31, Section 31.4\_1 - Demopolis Lease

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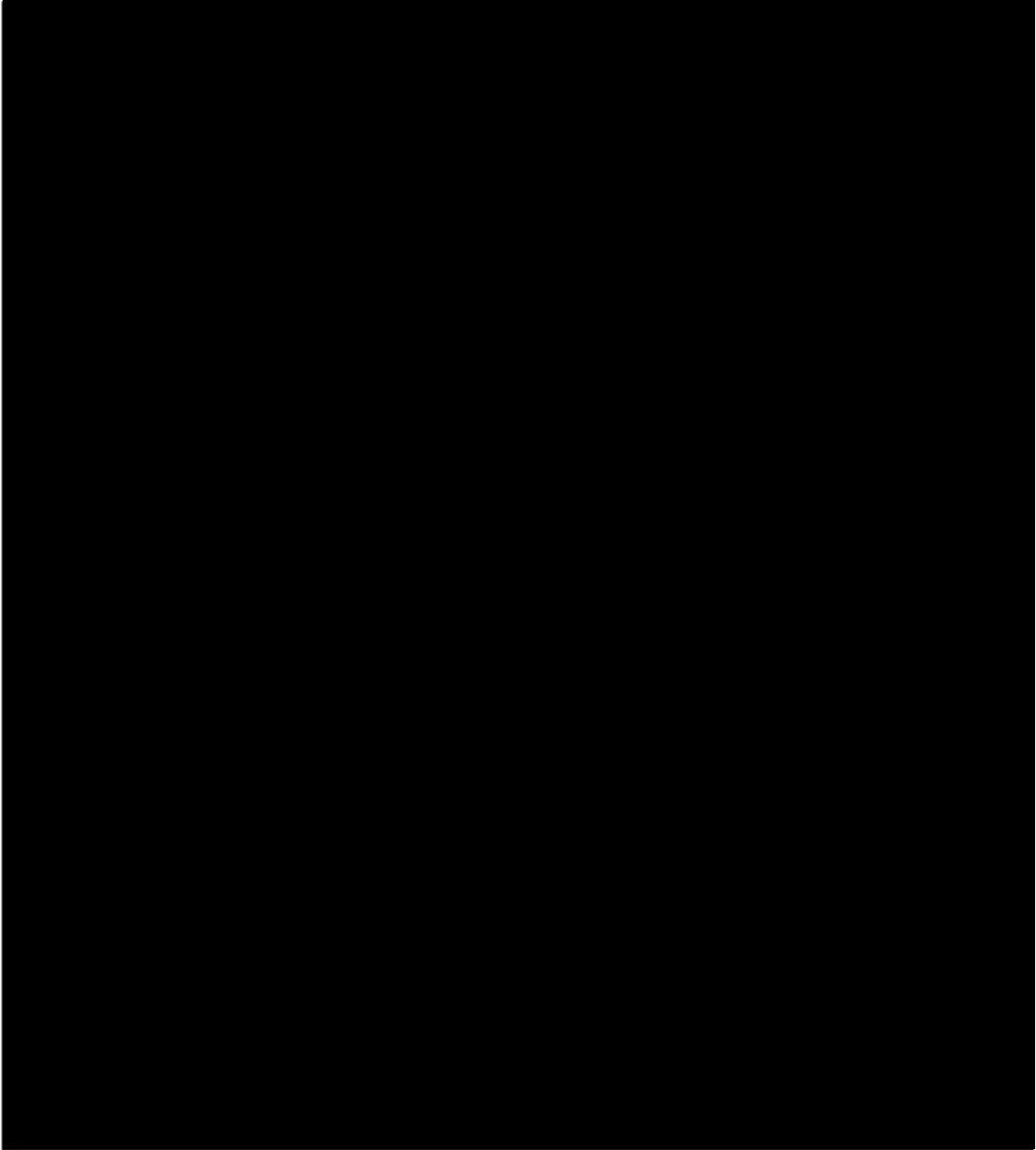
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# Attachments to Exhibit 31, Section 31.4\_1 - Demopolis Lease

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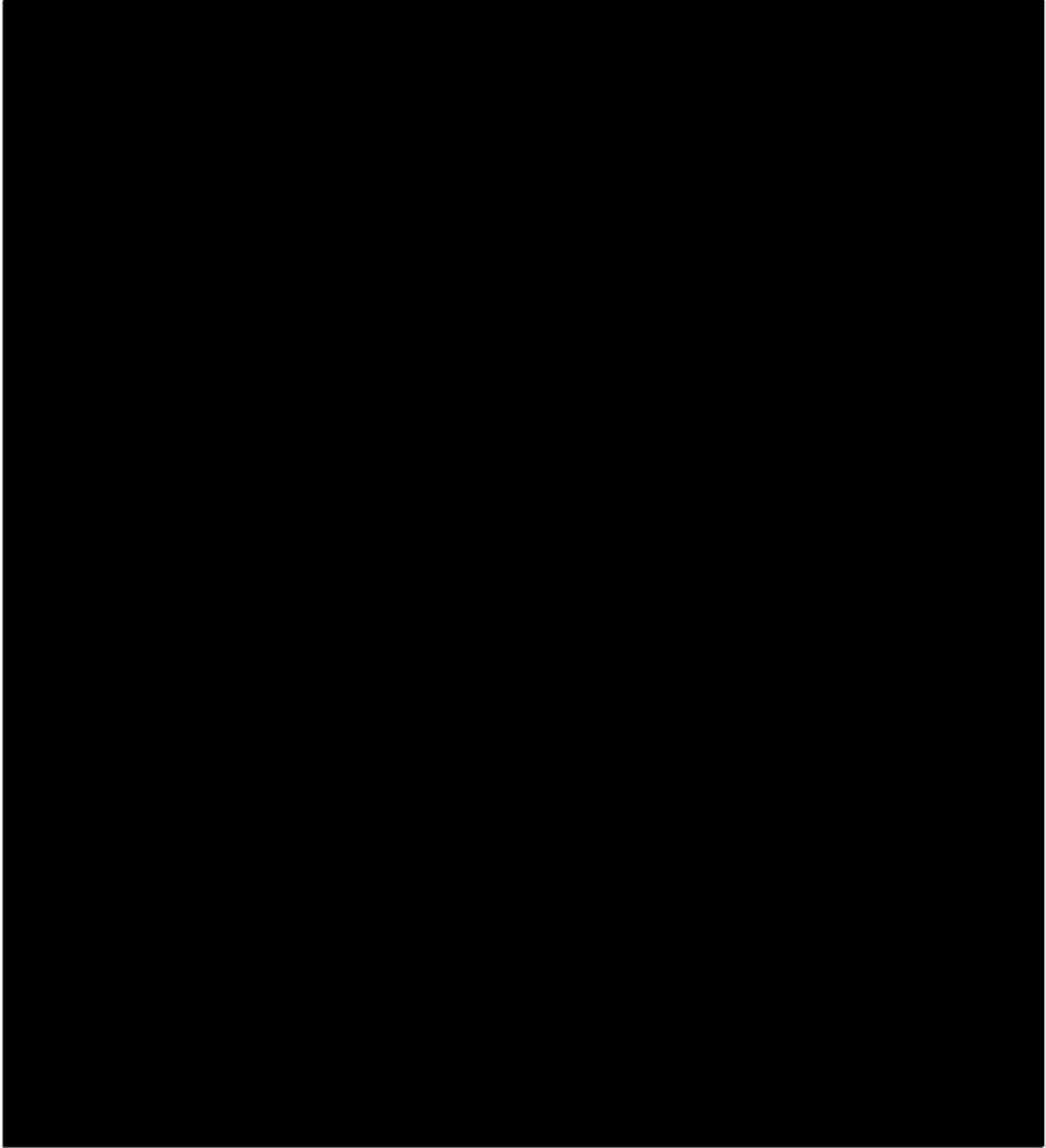
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47991523.1

## Attachments to Exhibit 31, Section 31.4\_1 - Demopolis Lease

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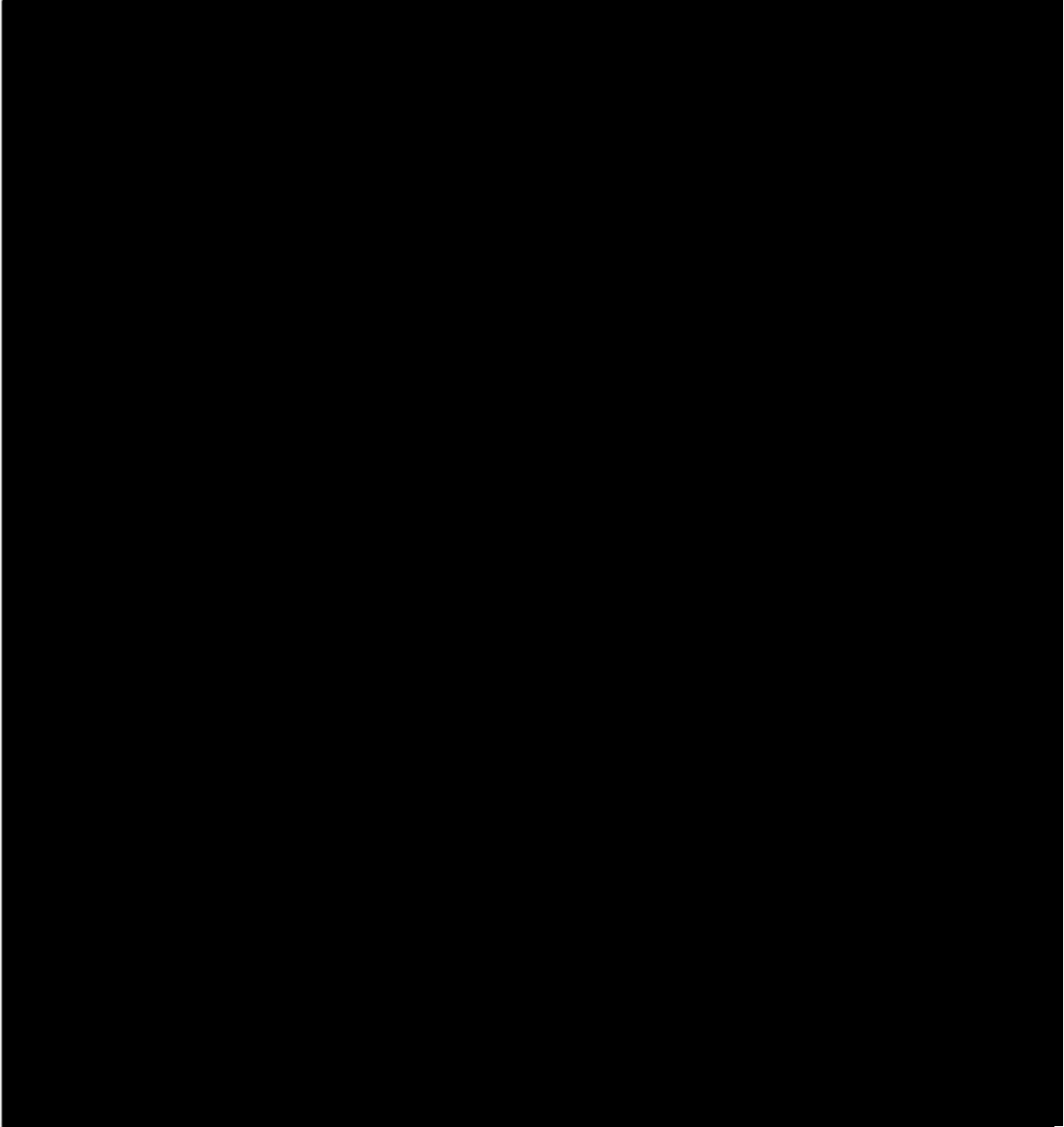
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## Attachments to Exhibit 31, Section 31.4\_1 - Demopolis Lease

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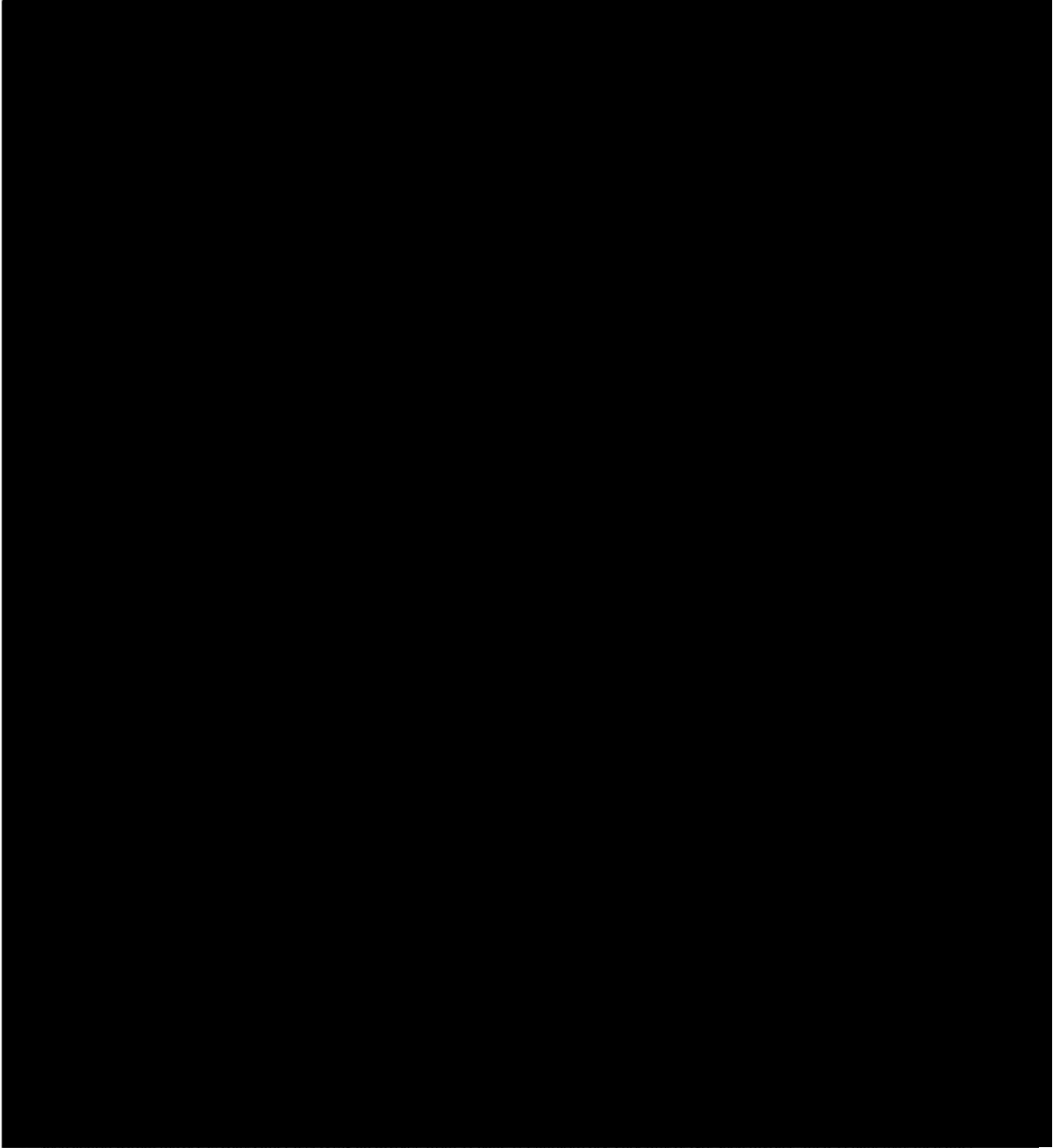
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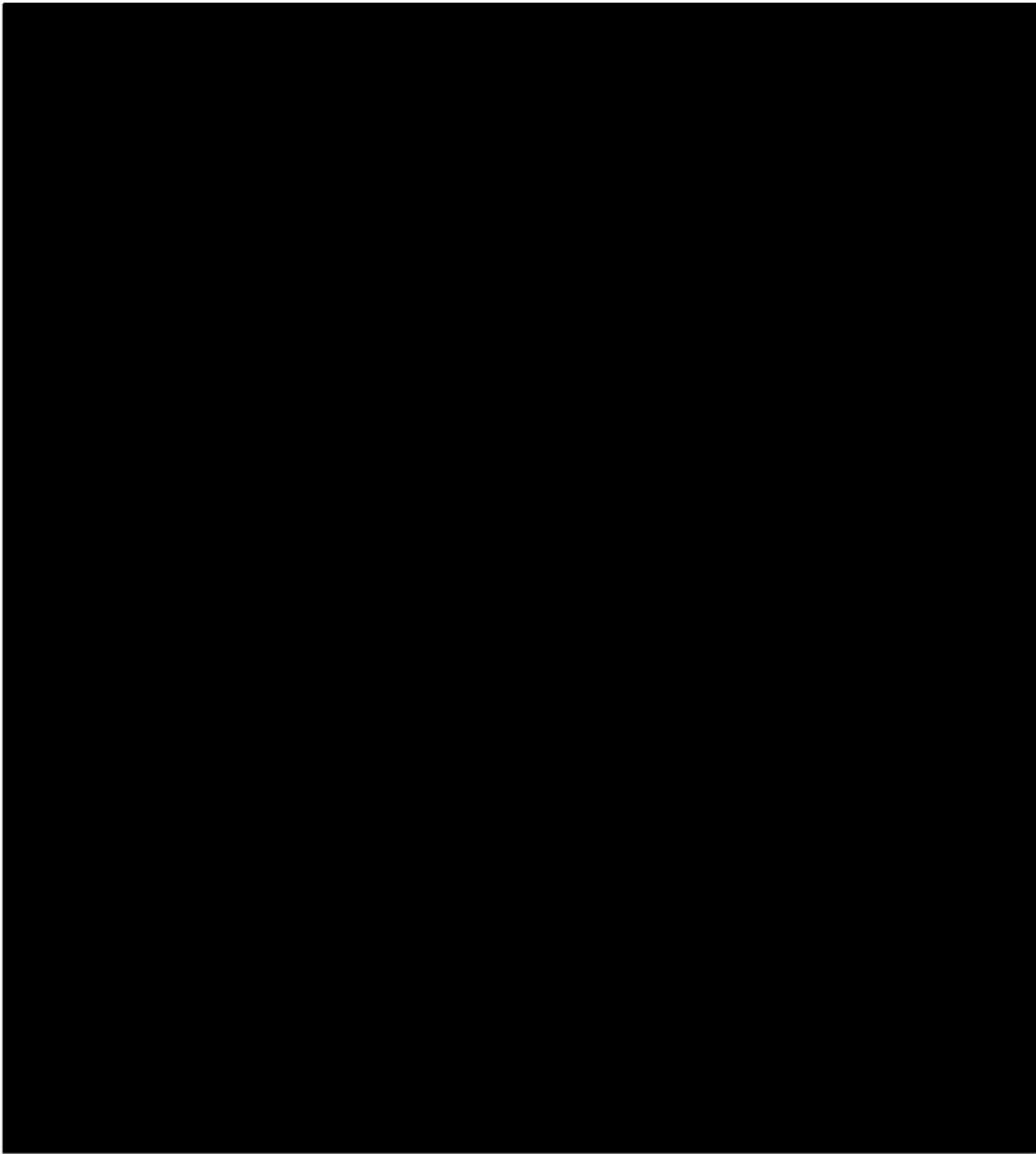
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1669553 v3  
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# Attachments to Exhibit 31, Section 31.4\_1 - Demopolis Lease

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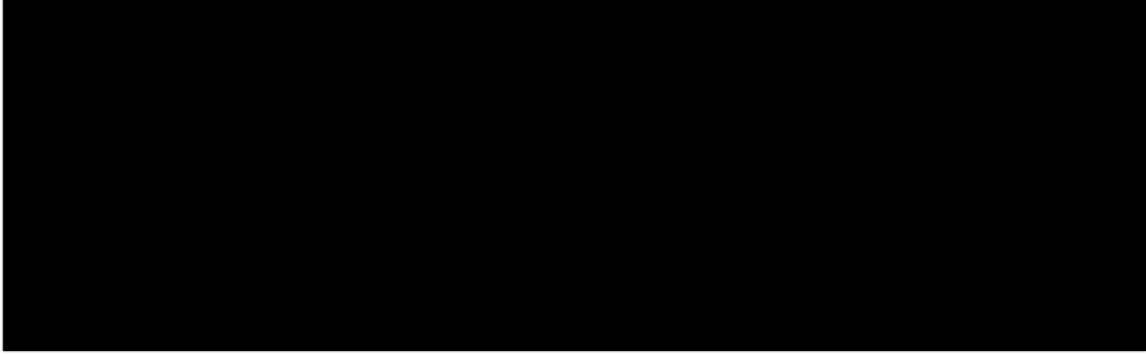
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47991523.1

# **Attachments to Exhibit 31,** **Section 31.4\_1 – Demopolis Lease**

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# Attachments to Exhibit 31, Section 31.4\_1 – Demopolis Lease

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Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and, anything herein to the contrary notwithstanding, this instrument shall not become effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

IN WITNESS WHEREOF, Landlord, Agent and Tenant have respectively executed these presents as of 10/27/2022  
(Date)


**Heartland Catfish Company, Inc.**

Billy Hiden  
(Agent)

Danny Walker  
(Landlord)

Its: Managing Member

**TheraTrue Alabama LLC**

  
(Tenant)

Its: **Chief Executive Officer**  
Victor Mancebo

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# Attachments to Exhibit 31, Section 31.4\_1 - Demopolis Lease

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## EXHIBIT A: OPTION TO PURCHASE

Tenant shall have the option at any time during the term of the Lease to purchase the property under the following terms:

1. **The Property:** Food processing facility consists of approximately 38,000 square feet built in 1989 sitting on approximately 33 acres of land.



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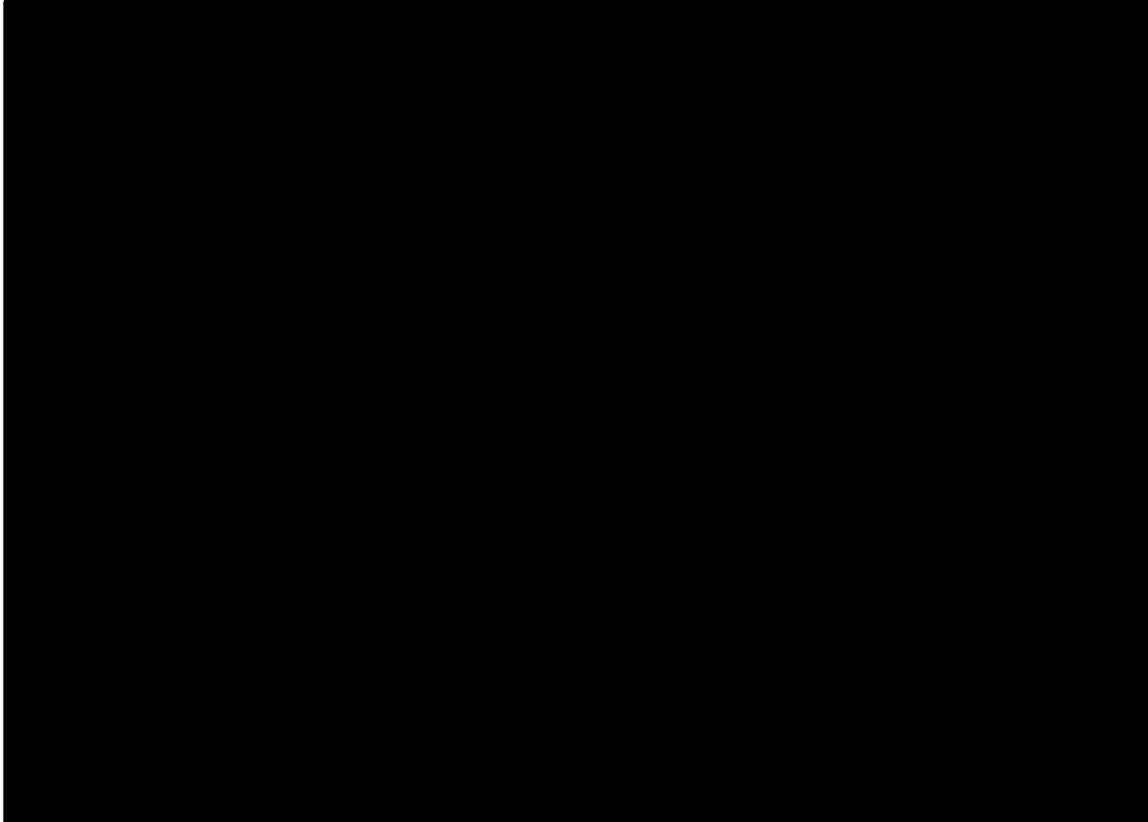
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Commercial Lease - Page 12 of 10

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47991523.1

## **Attachments to Exhibit 31,** **Section 31.4\_1 - Demopolis Lease**

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# Attachments to Exhibit 31, Section 31.4\_1 – Demopolis Lease

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Landlord's Initials:     DW    

Tenant's Initials:     VM    

---

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Commercial Lease - Page 14 of 10

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# Attachments to Exhibit 31, Section 31.4\_2 - Birmingham LOI

Dany Koe  
VP | Atlanta

1230 Peachtree Street NE  
Ste 800, Atlanta, GA 30309

DIR +1 404 892 7248  
EMAIL dany.koe@colliers.com



Revised: November 2, 2022

Anna Kate Chambliss  
Shannon Waltchack  
1616 2<sup>nd</sup> Ave S, Suite 100  
Birmingham, AL 35233

RE: 1201 S 2<sup>nd</sup> Ave, Birmingham, AL 35233 (the "Property")

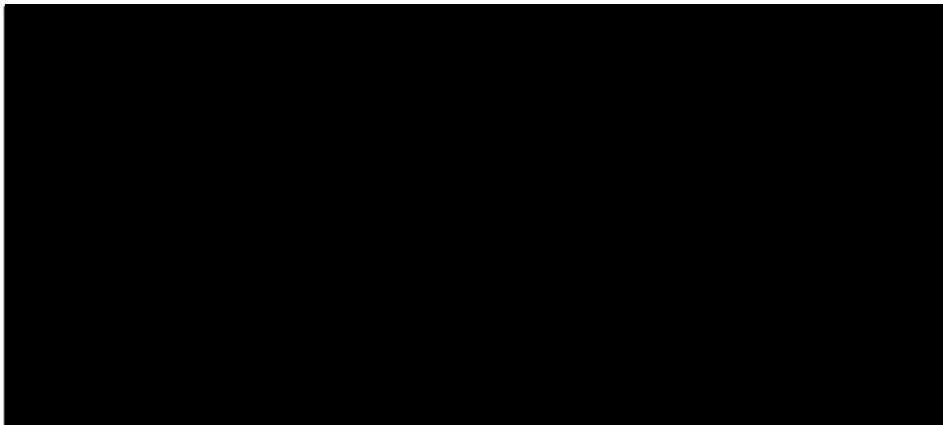
Dear Anna Kate,

TheraTrue is applying for a medical cannabis dispensary license in the State of Alabama. The specific location is intended solely for the sale of finished products. TheraTrue sells cannabis-based therapeutics using familiar, non-invasive methods including, but not limited to, oils, lotions, and gel caps. TheraTrue's product mix provides a wide range of delivery methods that enable consistent, dependable dosage of carefully curated cannabinoid mixes for highly effective patient formulas.

TheraTrue is willing to enter into negotiations with the Landlord in connection with a potential lease of the above-referenced premises. This non-binding Letter of Intent summarizes an understanding of the principal terms and conditions of such potential lease and is the basis upon which TheraTrue would consider entering into a formal lease agreement.

**Option Agreement:** TheraTrue to execute a 10-month option agreement to with Landlord at a rate of \$3,000/mo ("Option Agreement"). The Option Agreement shall commence on the date of full execution of Option Agreement. TheraTrue or Landlord may terminate the Option Agreement upon 30 days written notice if Tenant is unable to receive government approvals after exhausting all reasonable commercial efforts.

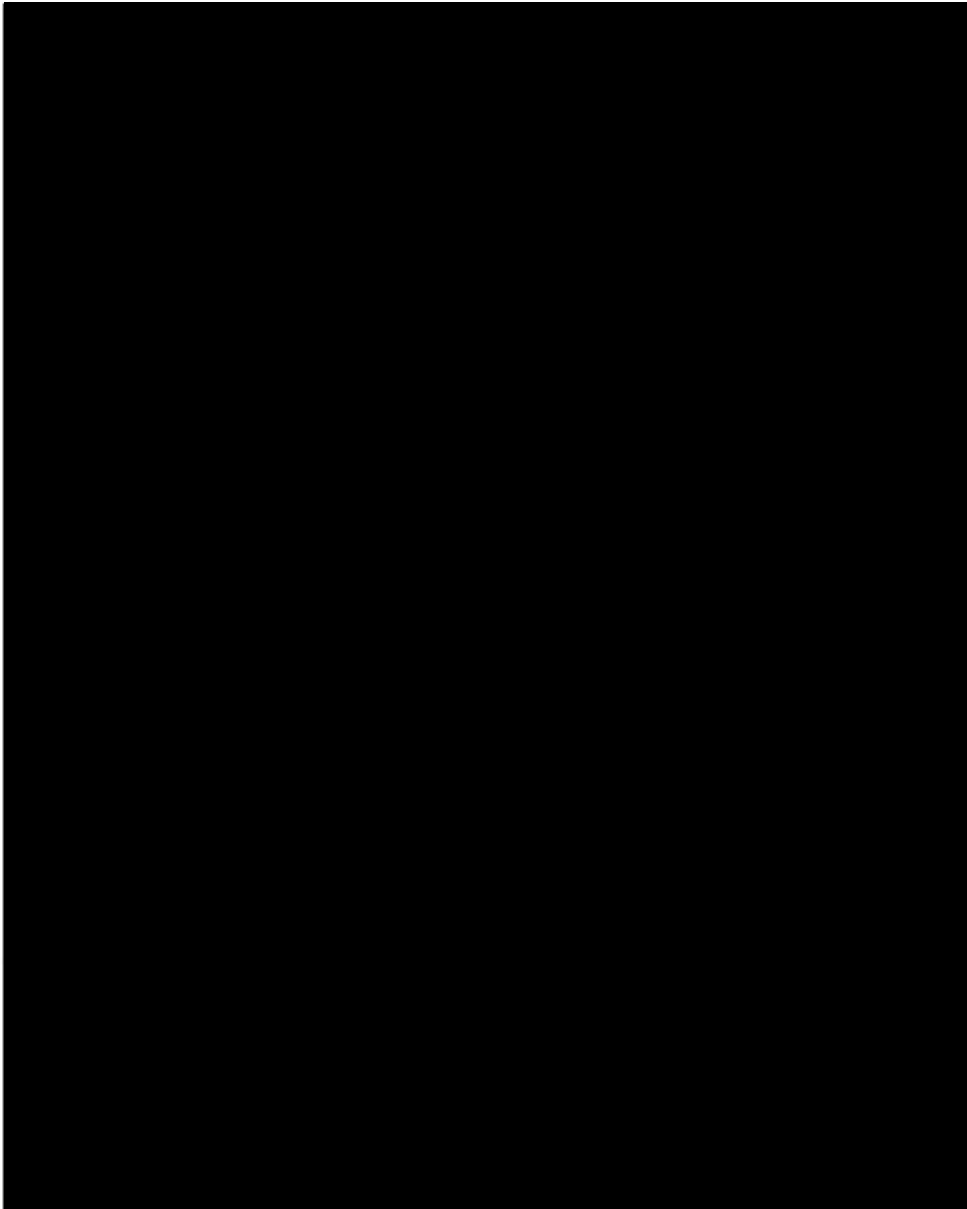
**Tenant Entity:** Entity to be formed dba TheraTrue



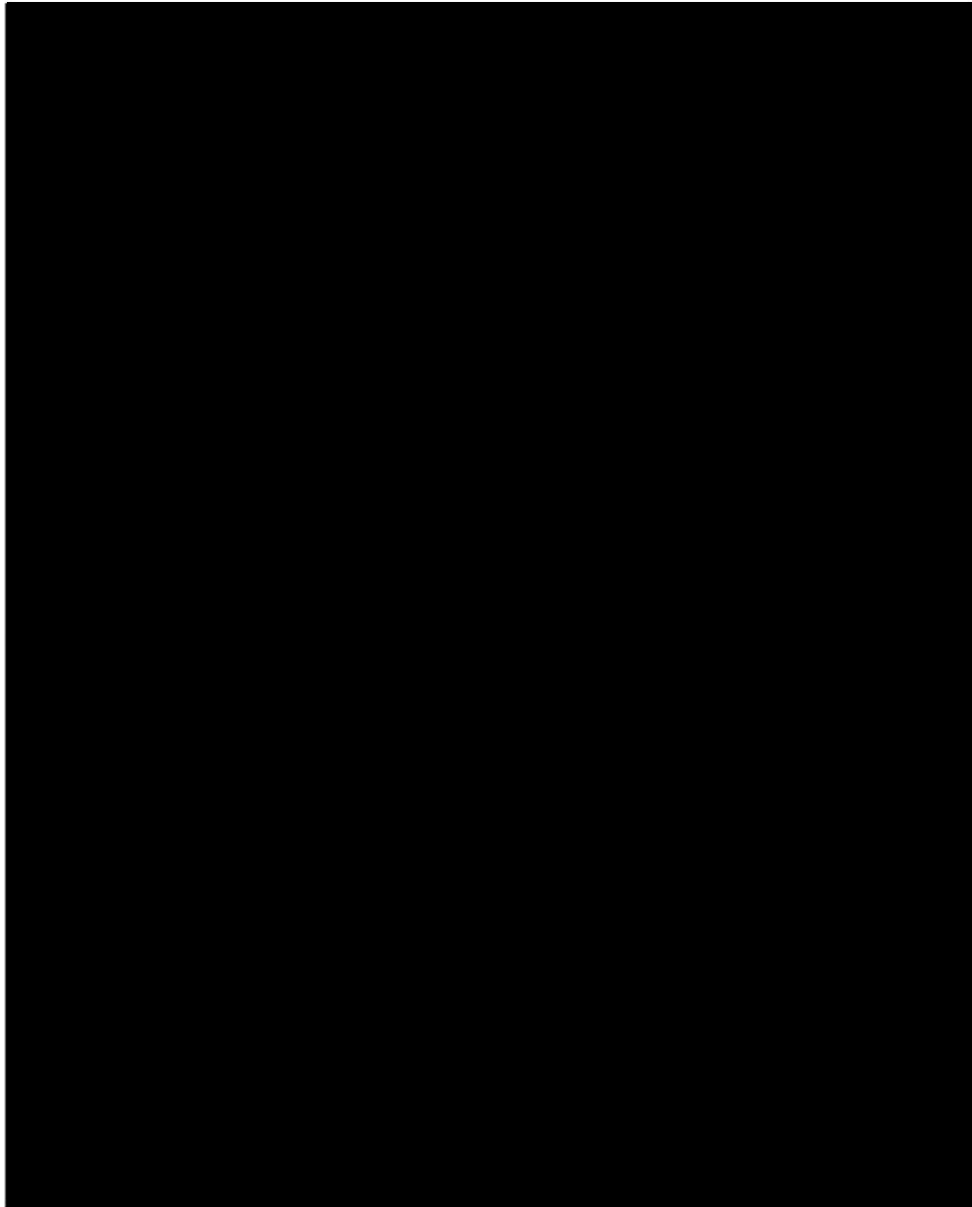
**Attachments to Exhibit 31,**  
**Section 31.4\_2 - Birmingham LOI**



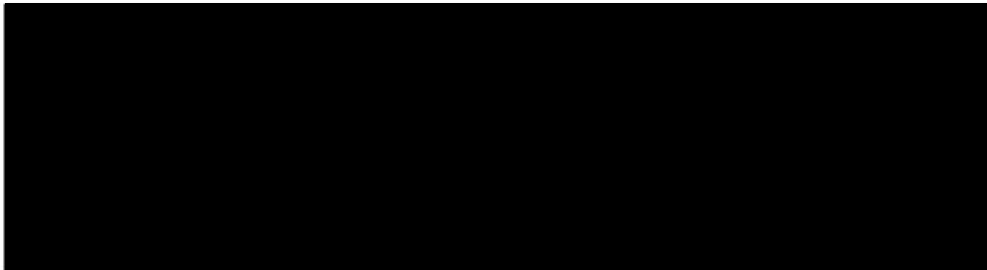
**Attachments to Exhibit 31,**  
**Section 31.4\_2 - Birmingham LOI**



**Attachments to Exhibit 31,**  
**Section 31.4\_2 - Birmingham LOI**



**Attachments to Exhibit 31,**  
**Section 31.4\_2 - Birmingham LOI**



Sincerely,

A handwritten signature in black ink, appearing to read "Dany Koe".

Dany Koe, Colliers International  
Vice President | Atlanta

**Agreed, acknowledged and accepted:**

**LESSEE**

TheraTrue or its assigns

By: [Signature]  
Name: Thomas Gretz  
Title: VP Real Estate

**LESSOR**

University Park LTD

By: [Signature]  
Name: Matt Harris  
Title: Leasing Manager

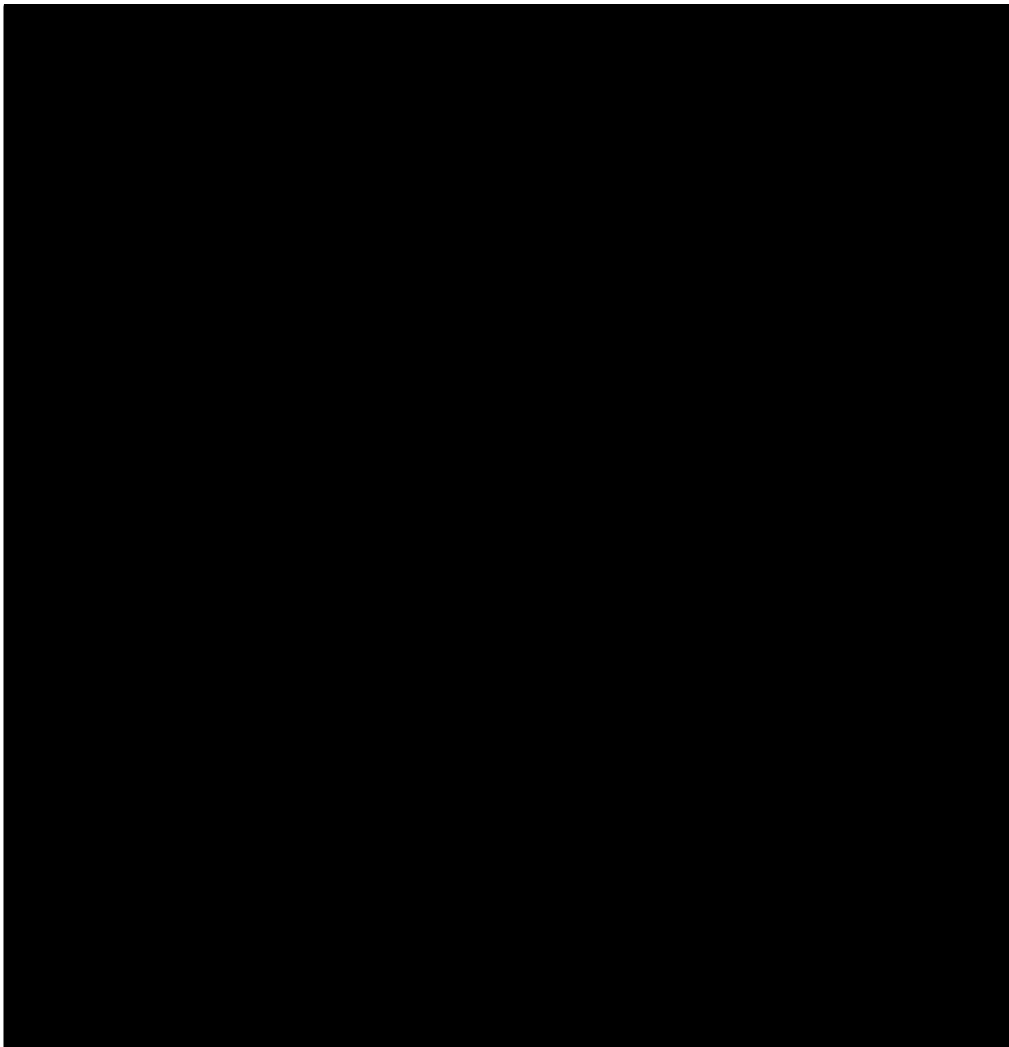


# Attachments to Exhibit 31, Section 31.4\_3 - Birmingham Option Agreement

## OPTION TO LEASE AGREEMENT

THIS OPTION TO LEASE AGREEMENT (this "**Agreement**"), made as of the 27th day of December, 2022 (the "**Effective Date**"), by **TheraTrue Alabama, LLC**, an Alabama limited liability company (hereinafter referred to as "**Grantee**"), **University Park, LTD**, an Alabama limited partnership (hereinafter referred to as "**Grantor**").

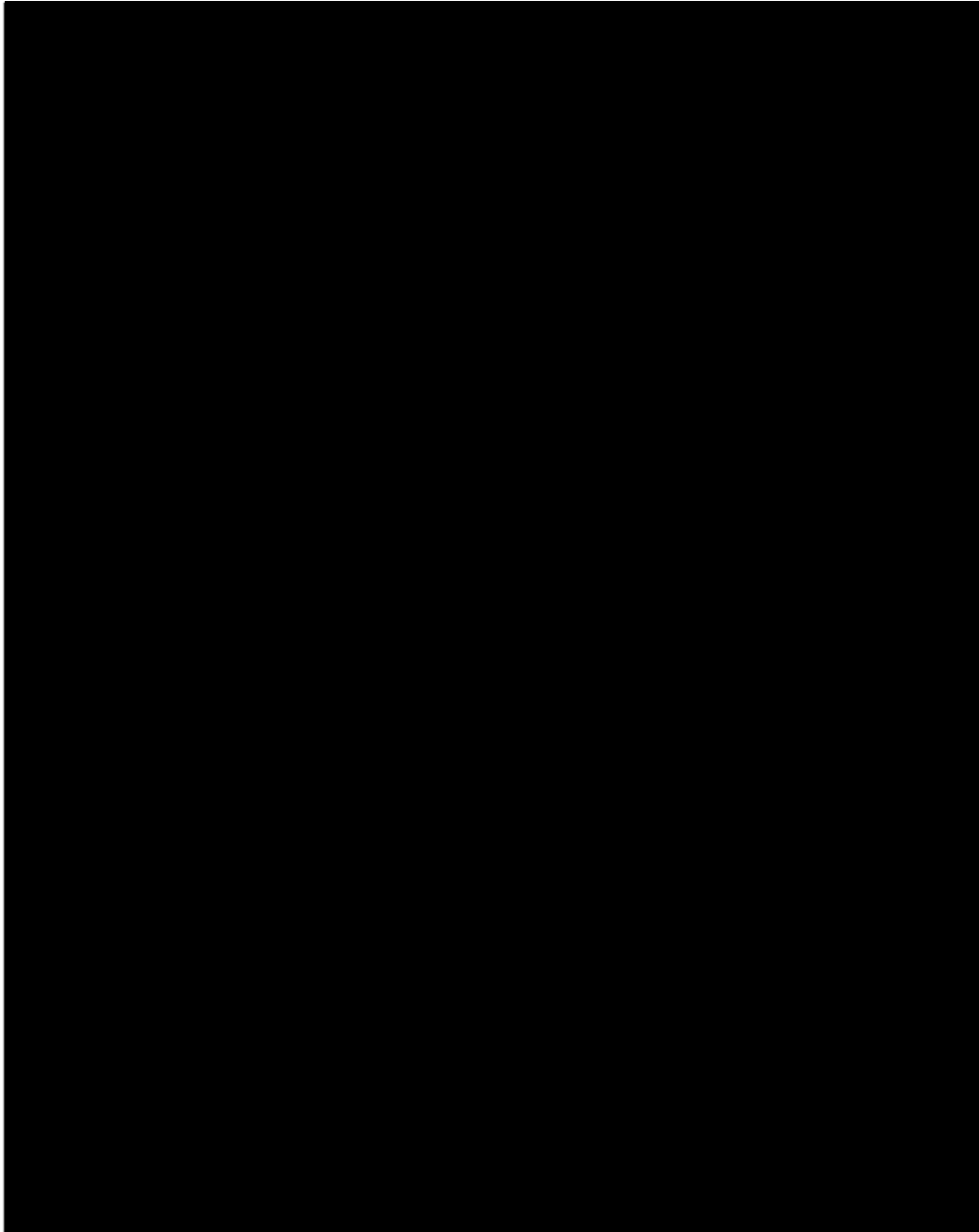
### RECITALS



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Option Agreement - Page 1

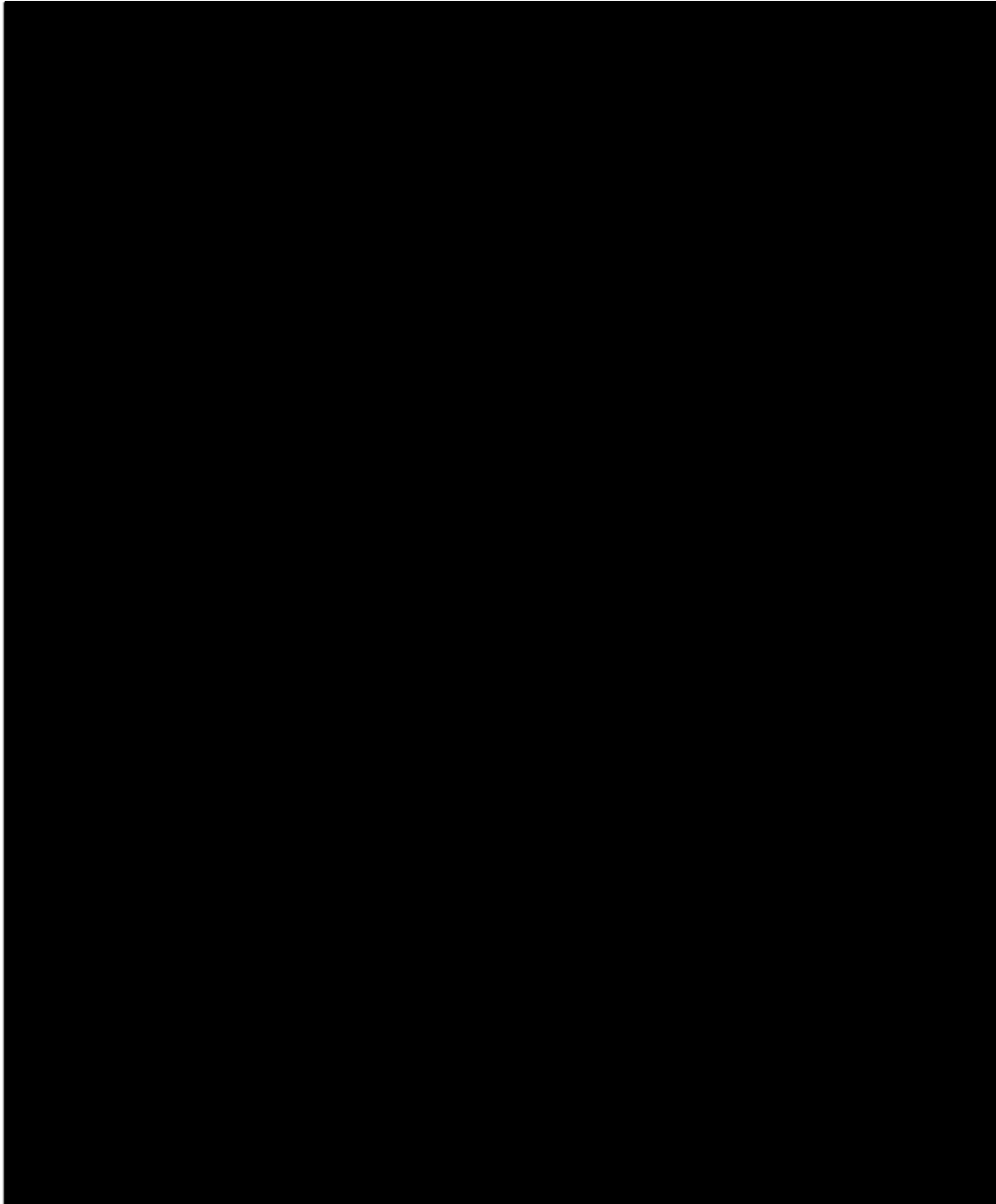
**Attachments to Exhibit 31,**  
**Section 31.4\_3 - Birmingham Option Agreement**



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Option Agreement - Page 2

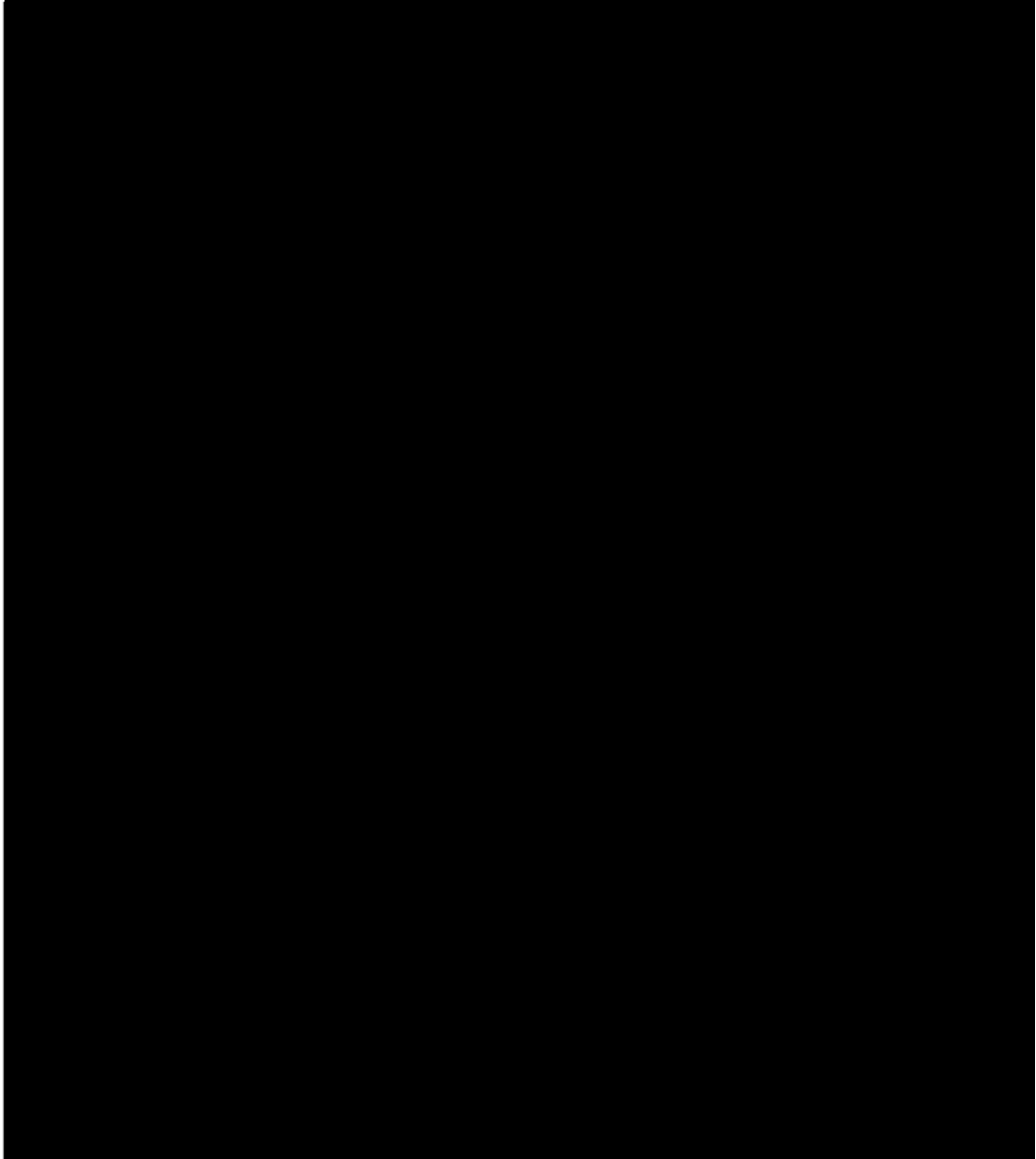
**Attachments to Exhibit 31,**  
**Section 31.4\_3 - Birmingham Option Agreement**



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Option Agreement - Page 3

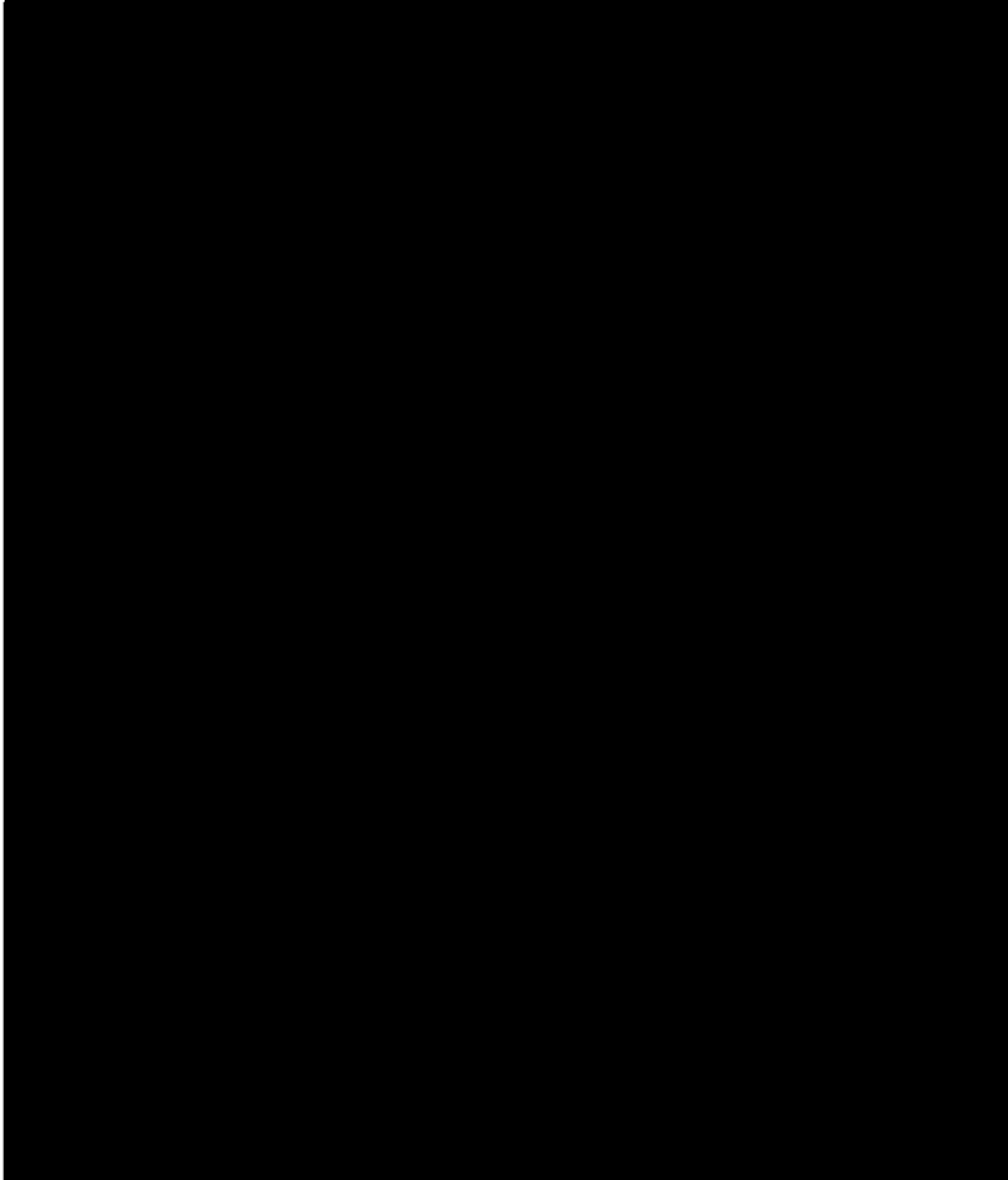
**Attachments to Exhibit 31,**  
**Section 31.4\_3 - Birmingham Option Agreement**



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Option Agreement - Page 4

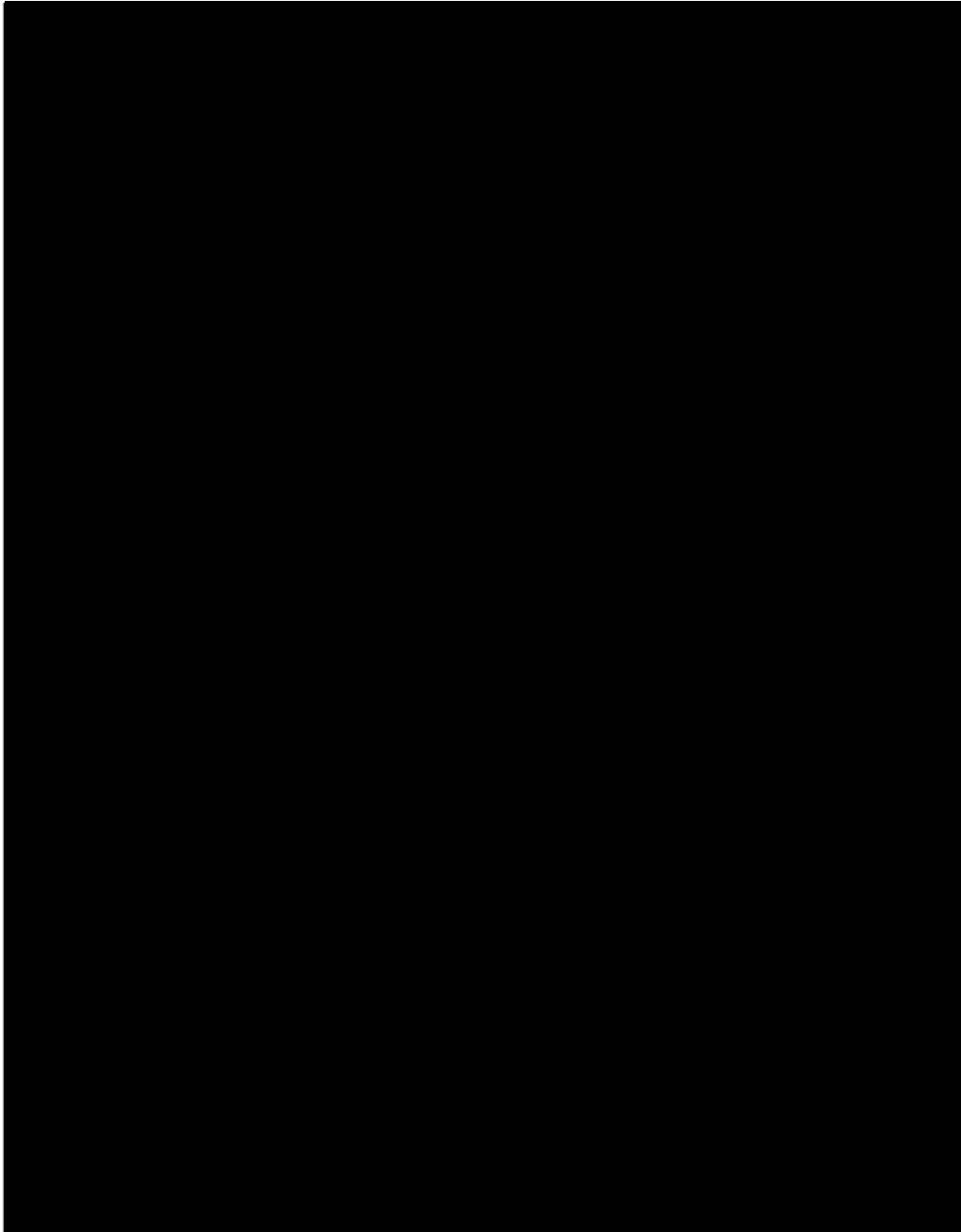
**Attachments to Exhibit 31,**  
**Section 31.4\_3 - Birmingham Option Agreement**



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Option Agreement - Page 5

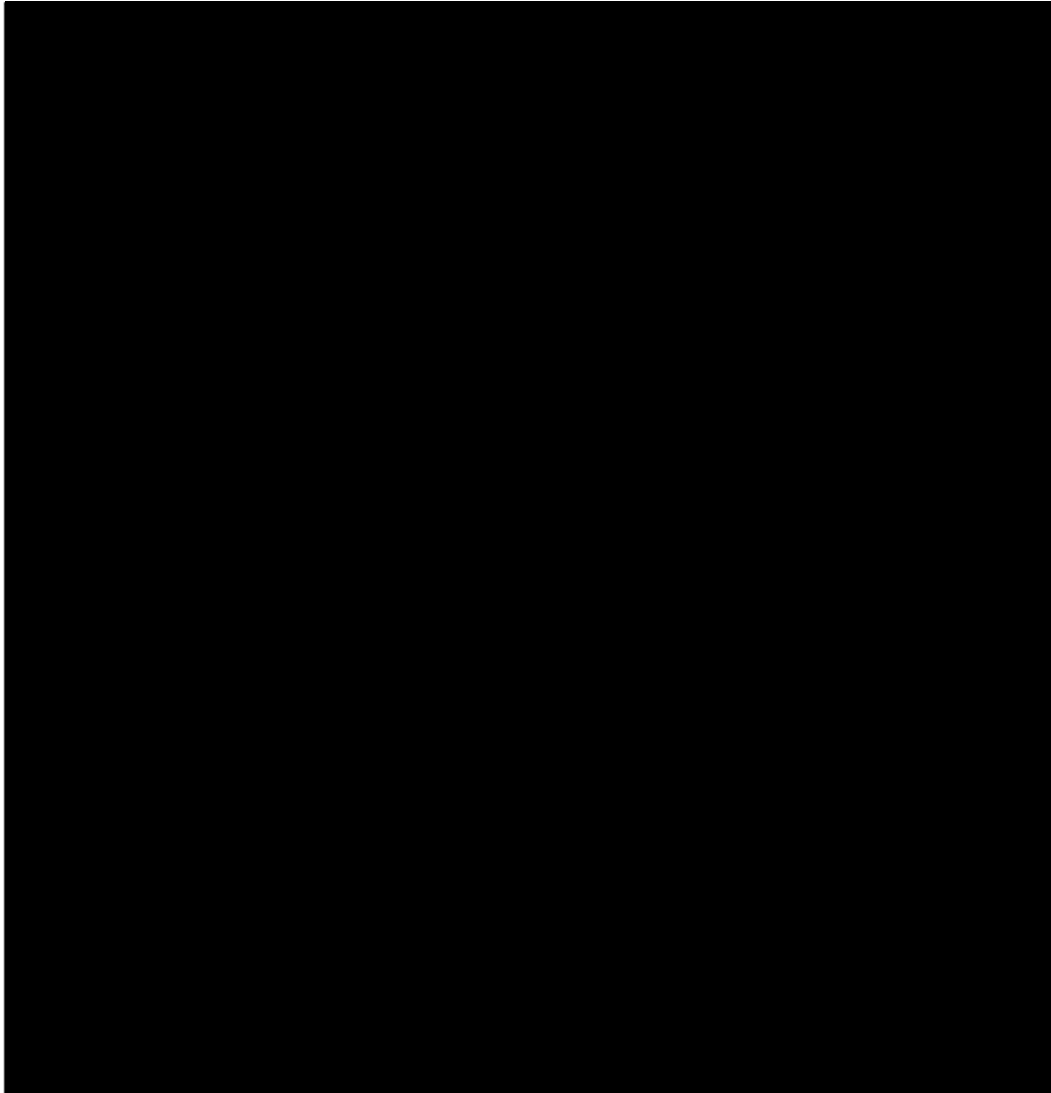
**Attachments to Exhibit 31,**  
**Section 31.4\_3 - Birmingham Option Agreement**



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Option Agreement - Page 6

**Attachments to Exhibit 31,**  
**Section 31.4\_3 - Birmingham Option Agreement**



[SIGNATURES ARE ON THE FOLLOWING PAGE]

48281167.8

Option Agreement - Page 7

**Attachments to Exhibit 31,**  
**Section 31.4\_3 - Birmingham Option Agreement**

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

GRANTEE:

TheraTrue Alabama, LLC,  
an Alabama limited liability company

By: Tom Gretz  
Name: Tom Gretz  
Title: VP Real Estate

GRANTOR:

University Park, LTD  
an Alabama limited partnership

By: Andrew Patterson  
Name: Andrew Patterson  
Title: manager



# **Attachments to Exhibit 31,** **Section 31.4\_3 - Birmingham Option Agreement**

**EXHIBIT A**  
**To Option to Lease Agreement**

**Legal Description**

**Parcel I**

Lots 1, 2, 3, 4, and 5, in Block 245, according to the Elyton Land Company's Survey of the City of Birmingham, situated in Jefferson County, Alabama.

**Parcel II**

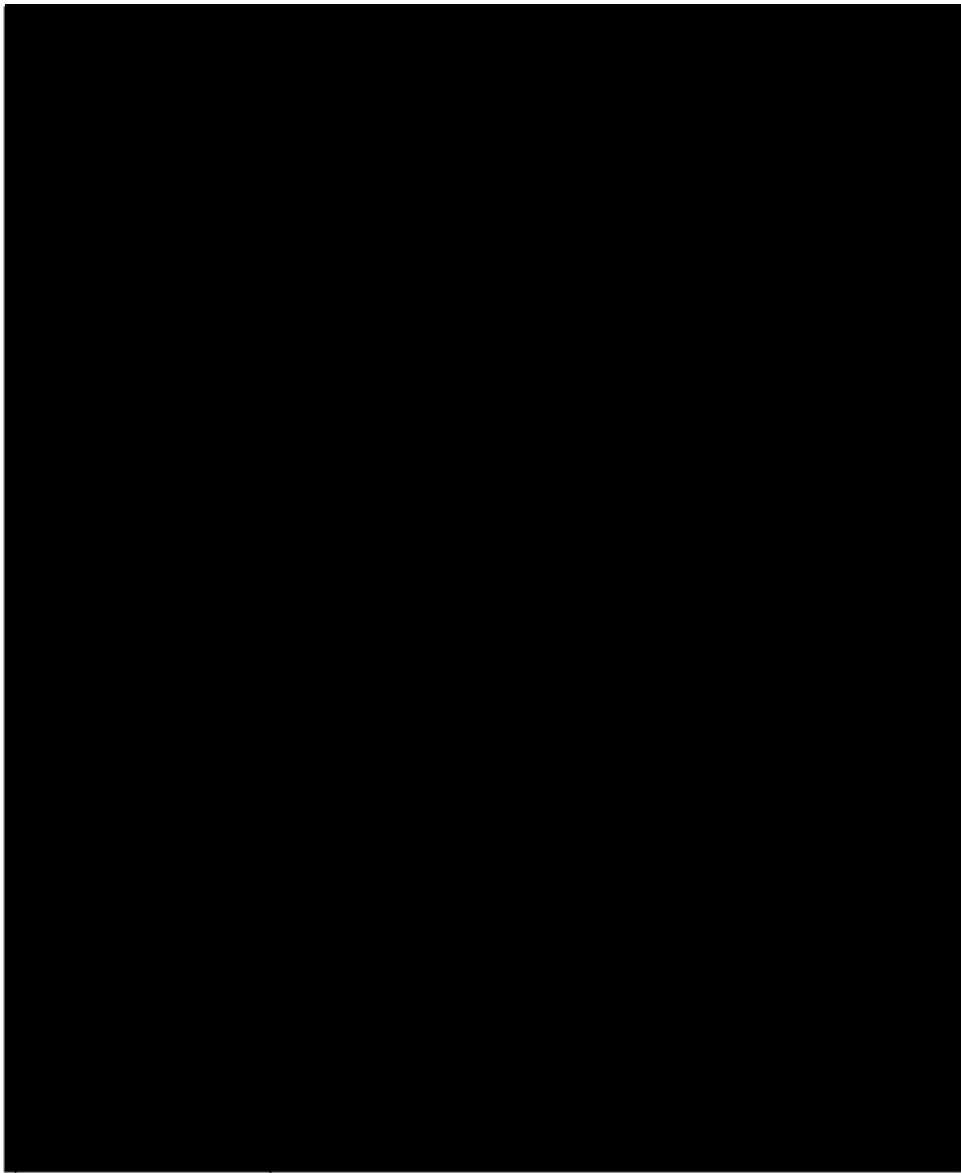
Lot 1A, (formerly Block 246, according to the Elyton Land Company's Survey of the City of Birmingham, which includes the 20 foot alley running Northeasterly and Southeasterly between 12th and Street, contained in said Block), according to the Resurvey of Block 246, Elyton Land Company's Plan & Survey of Birmingham, as recorded in Map Book 143, Page 1, in the Probate Office of Jefferson County, Alabama.

**Attachments to Exhibit 31,**  
**Section 31.4\_3 - Birmingham Option Agreement**

**EXHIBIT B**

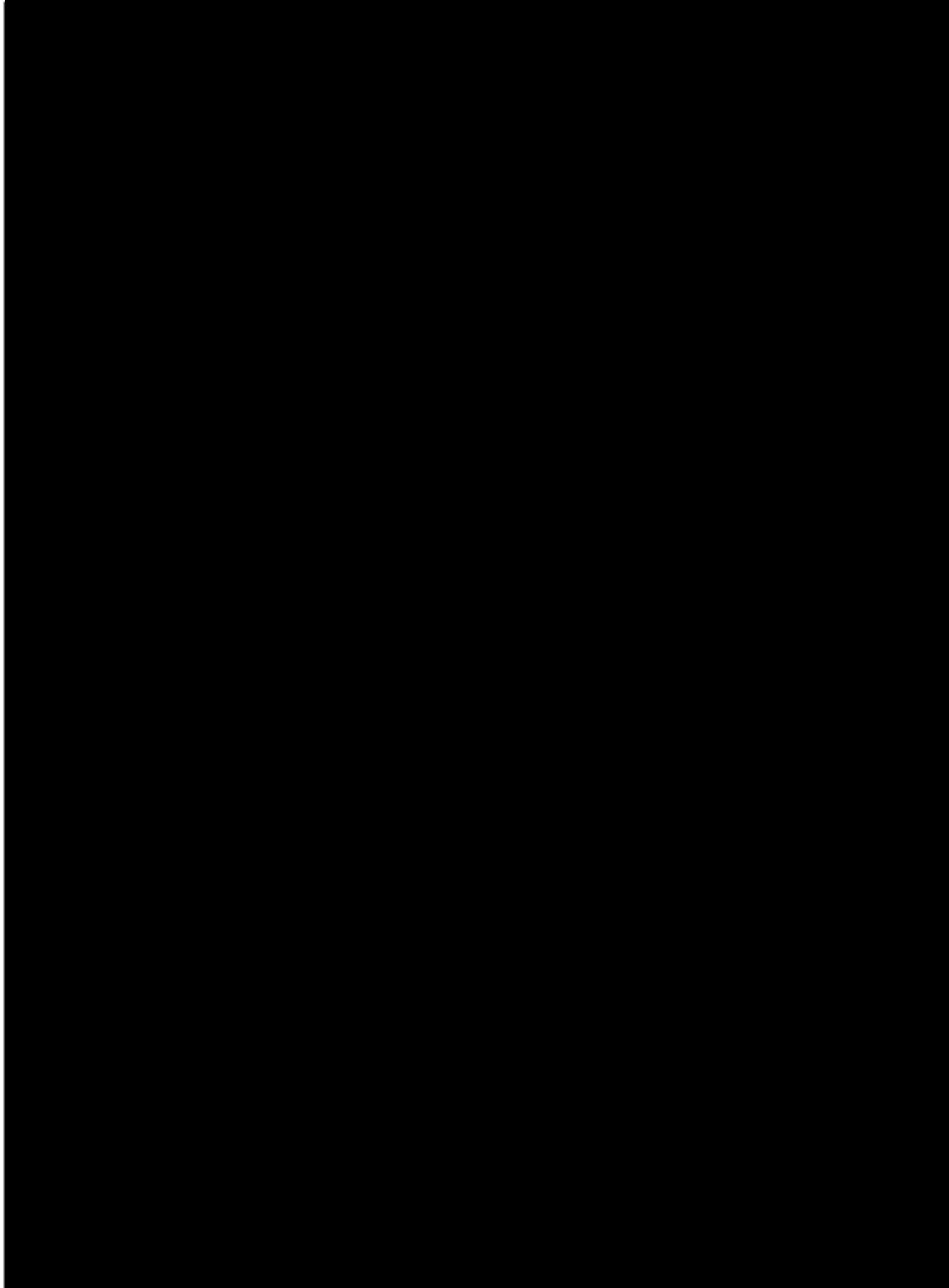
**To Option to Lease Agreement**

**Basic Lease Terms**



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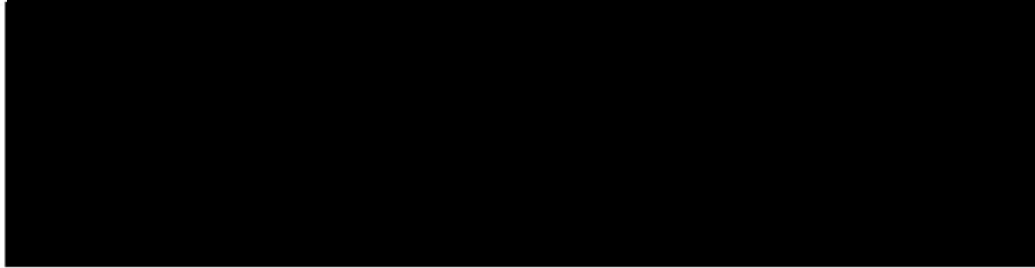
**Attachments to Exhibit 31,**  
**Section 31.4\_3 - Birmingham Option Agreement**



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11

**Attachments to Exhibit 31,**  
**Section 31.4\_3 - Birmingham Option Agreement**



48281167.8

# Attachments to Exhibit 31, Section 31.4\_3 - Birmingham Option Agreement

EXHIBIT C

To Option to Lease Agreement

Form Memorandum of Option

This instrument was prepared by:

\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_  
Telephone: \_\_\_\_\_

When recorded return to:

\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_  
Telephone: \_\_\_\_\_

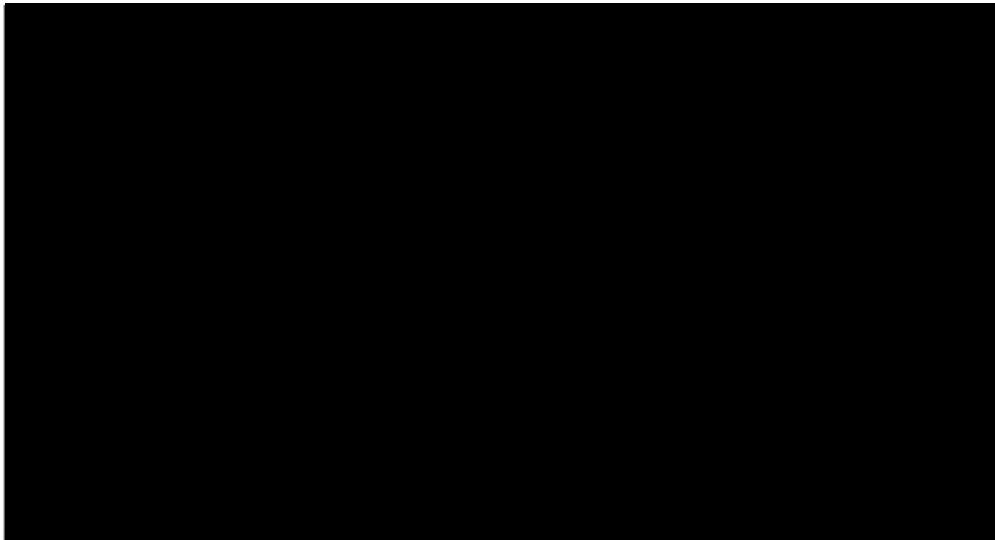
STATE OF ALABAMA

COUNTY OF \_\_\_\_\_

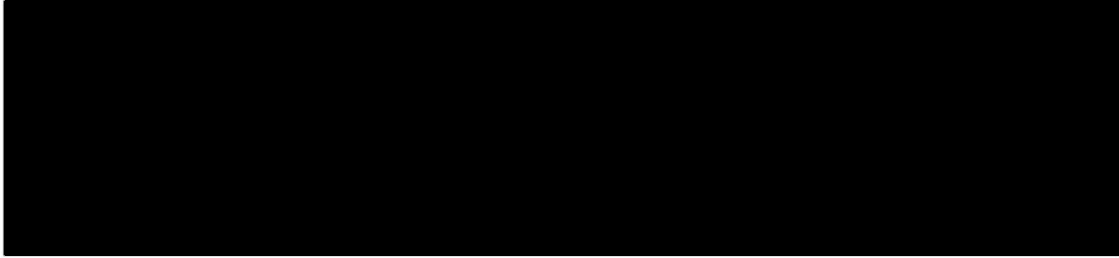
MEMORANDUM OF OPTION

THIS MEMORANDUM OF OPTION ("**Memorandum**") is executed dated this \_\_\_\_ day of Dec 28, 2022, 20\_\_ ("**Effective Date**"), by and between TheraTrue Alabama, LLC, a \_\_\_\_\_ limited liability company ("**Grantor**") and TheraTrue Alabama, LLC, a \_\_\_\_\_ limited liability company ("**Grantee**").

RECITALS



**Attachments to Exhibit 31,**  
**Section 31.4\_3 - Birmingham Option Agreement**



48281167.8







**Attachments to Exhibit 31,**  
**Section 31.4\_3 - Birmingham Option Agreement**

**Exhibit A**

**To Memorandum of Option**

**Legal Description of the Property**

**Attachments to Exhibit 31,**  
**Section 31.4\_4 - Montgomery LOI**

Louise Jennings-McCullar  
Real Estate Southeast

via email: Louise@resellc.com

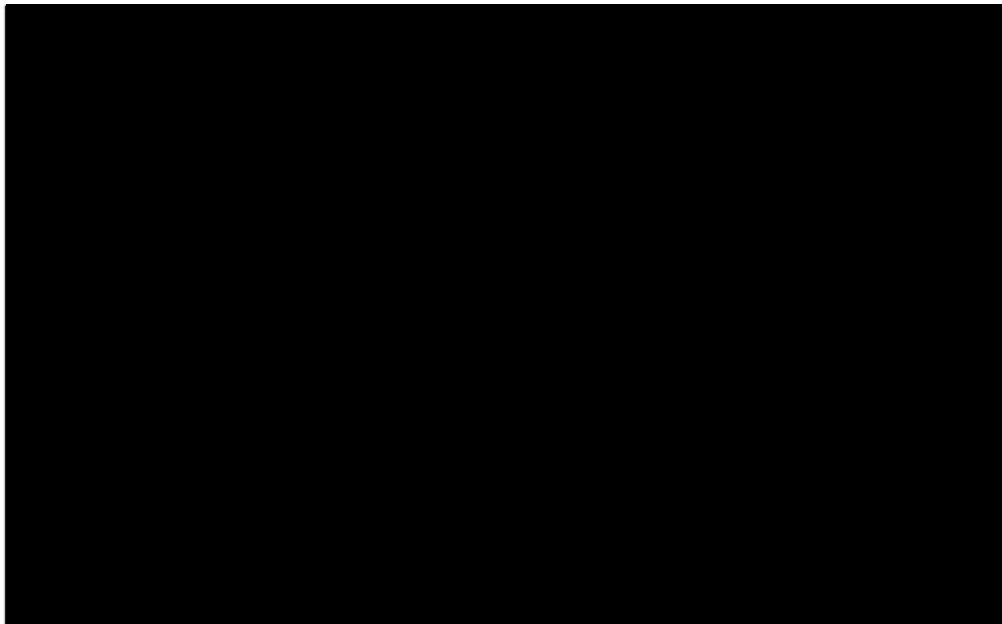
RE: 9-13 Holliday Dr, Montgomery, AL 36109

Dear Louise,

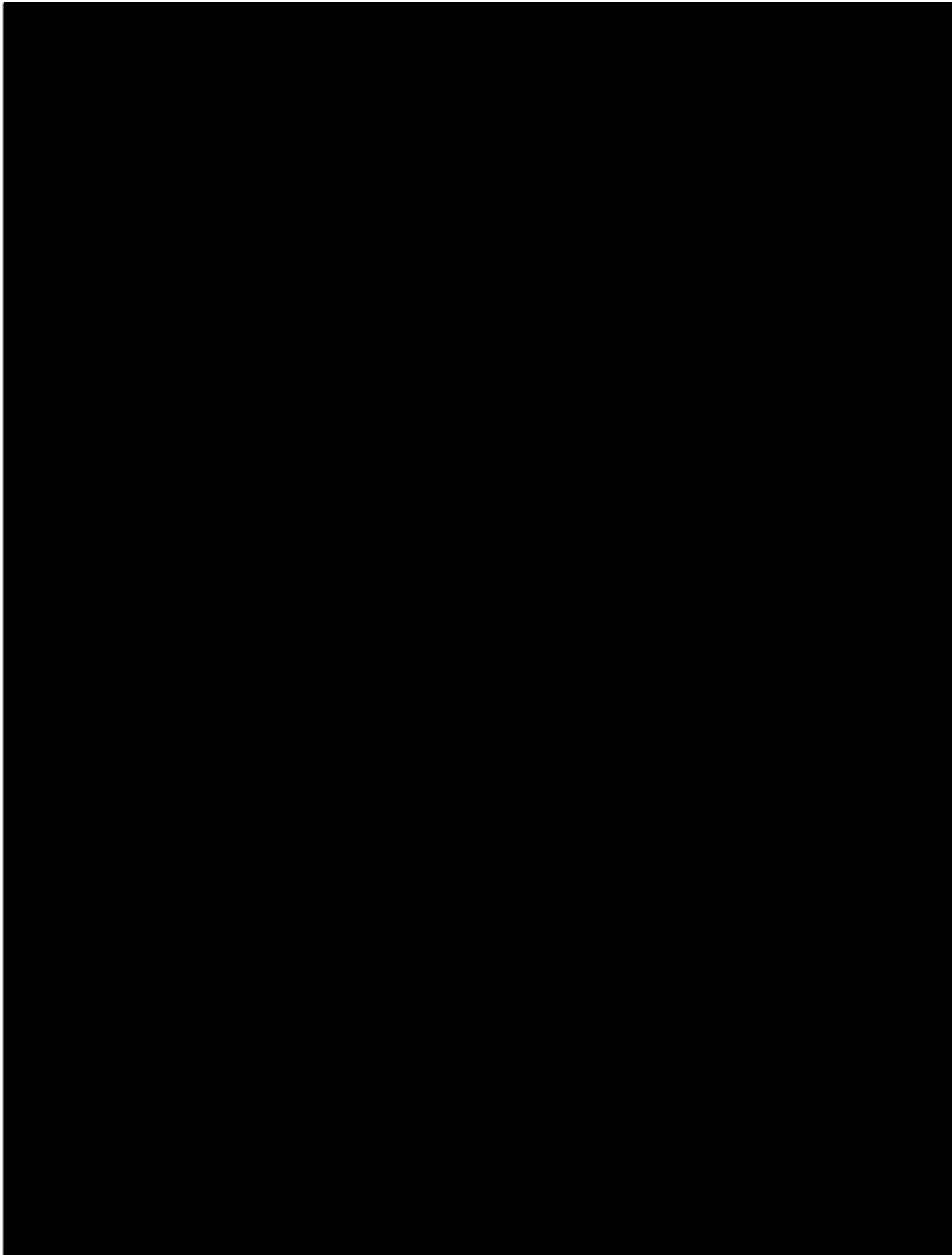
TheraTrue is a pre-licensed medical cannabis dispensary in the State of Alabama. The specific location is intended solely for the sale of finished products. TheraTrue sells cannabis-based therapeutics using familiar, non-invasive methods including, but not limited to, oils, lotions, and gel caps. TheraTrue's product mix provides a wide range of delivery methods that enable consistent, dependable dosage of carefully curated cannabinoid mixes for highly effective patient formulas.

TheraTrue is willing to enter into negotiations with the Landlord in connection with a potential lease of the above-referenced premises. This non-binding Letter of Intent summarizes an understanding of the principal terms and conditions of such potential lease and is the basis upon which TheraTrue would consider entering into a formal lease agreement.

Tenant Entity: dba TheraTrue

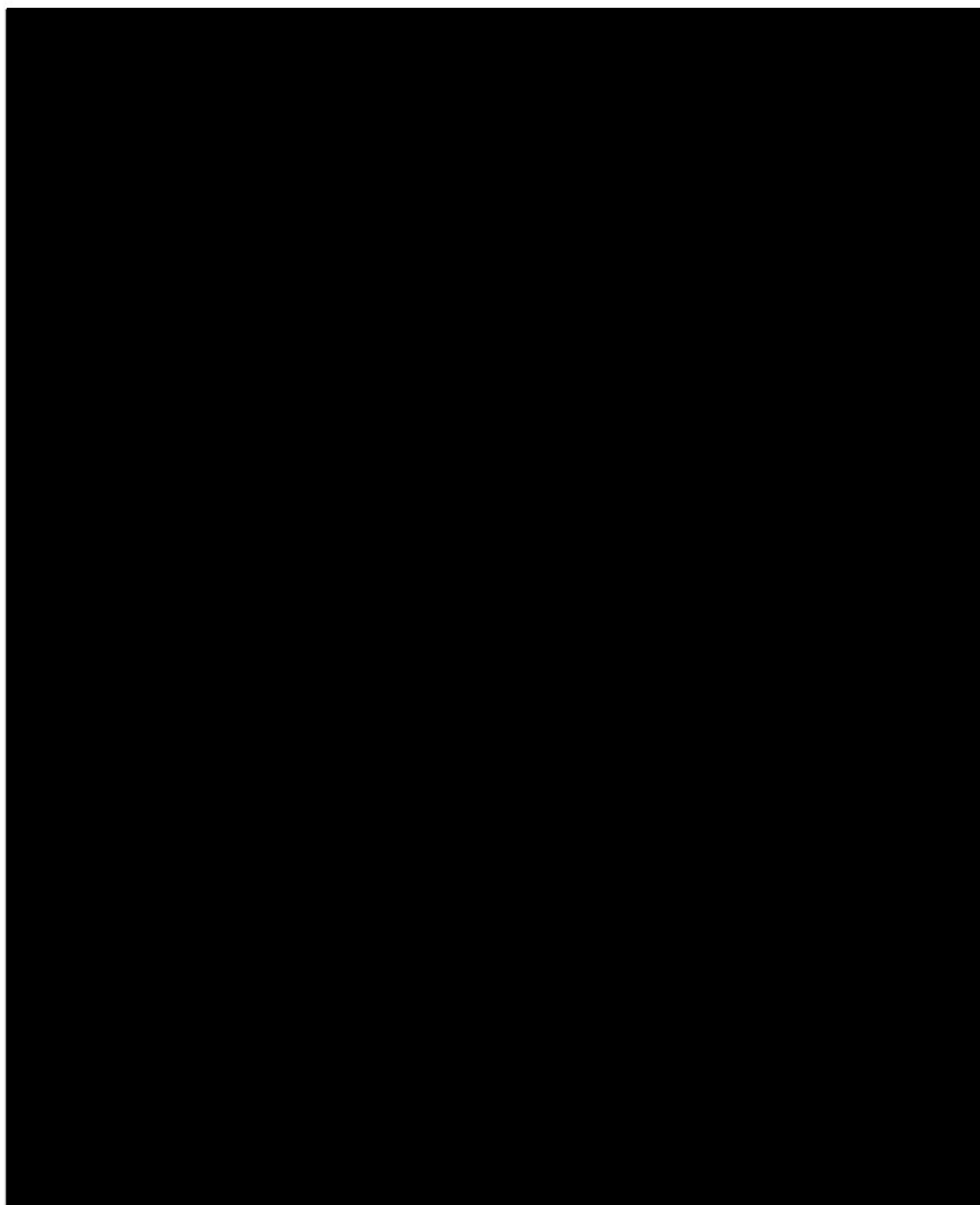


**Attachments to Exhibit 31,**  
**Section 31.4\_4 - Montgomery LOI**

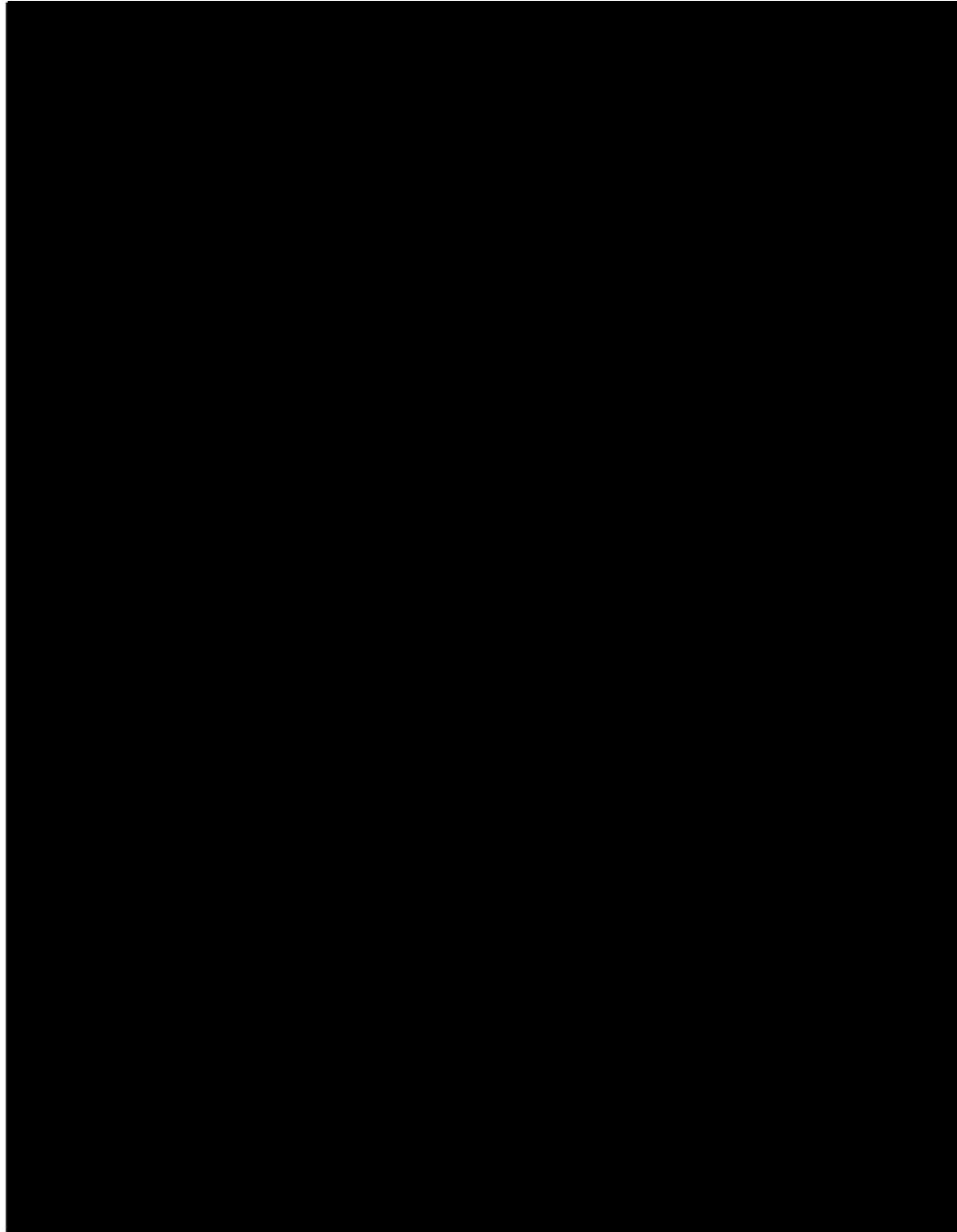


Page 2 of 5

**Attachments to Exhibit 31,**  
**Section 31.4\_4 - Montgomery LOI**



**Attachments to Exhibit 31,**  
**Section 31.4\_4 - Montgomery LOI**



**Attachments to Exhibit 31,**  
**Section 31.4\_4 - Montgomery LOI**

Sincerely,

Agreed, acknowledged and accepted:

LESSEE


TheraTrue or its assigns

By: Tom Gretz

Name: Tom Gretz

Title: VP of Real Estate

LESSOR

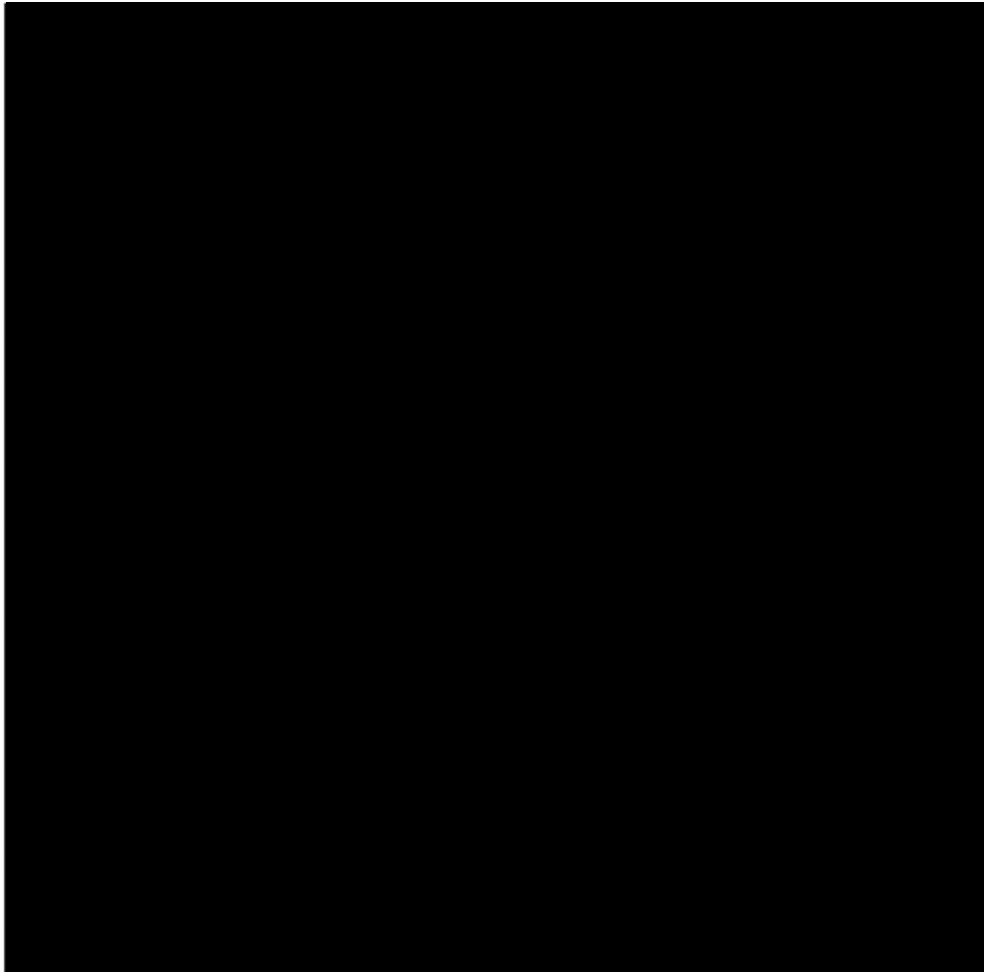
  
attn Jim Maesy  
M 98

**Attachments to Exhibit 31,**  
**Section 31.4\_5 - Montgomery Option - Agreement**

1OPTION TO LEASE AGREEMENT

THIS OPTION TO LEASE AGREEMENT (this "Agreement"), made as of the 27  
day of December, 2022 (the "Effective Date"), by Massey Properties, LLC, a  
Alabama limited liability company (hereinafter referred to as "Grantor"), TheraTrue  
Alabama, LLC, a [Alabama Limited Liability Company] (hereinafter referred to as "Grantee").

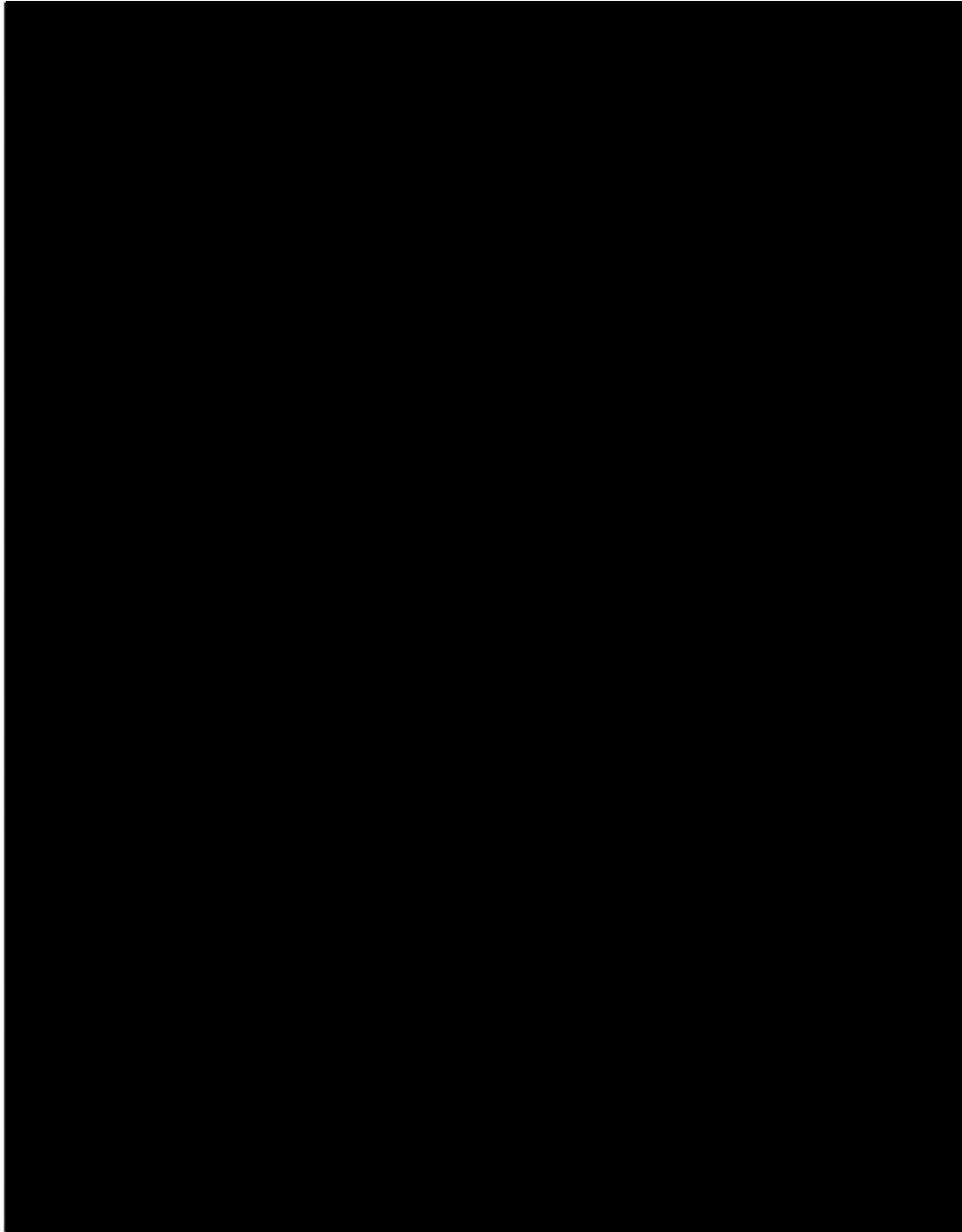
RECITALS



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Option Agreement - Page

**Attachments to Exhibit 31,**  
**Section 31.4\_5 - Montgomery Option - Agreement**

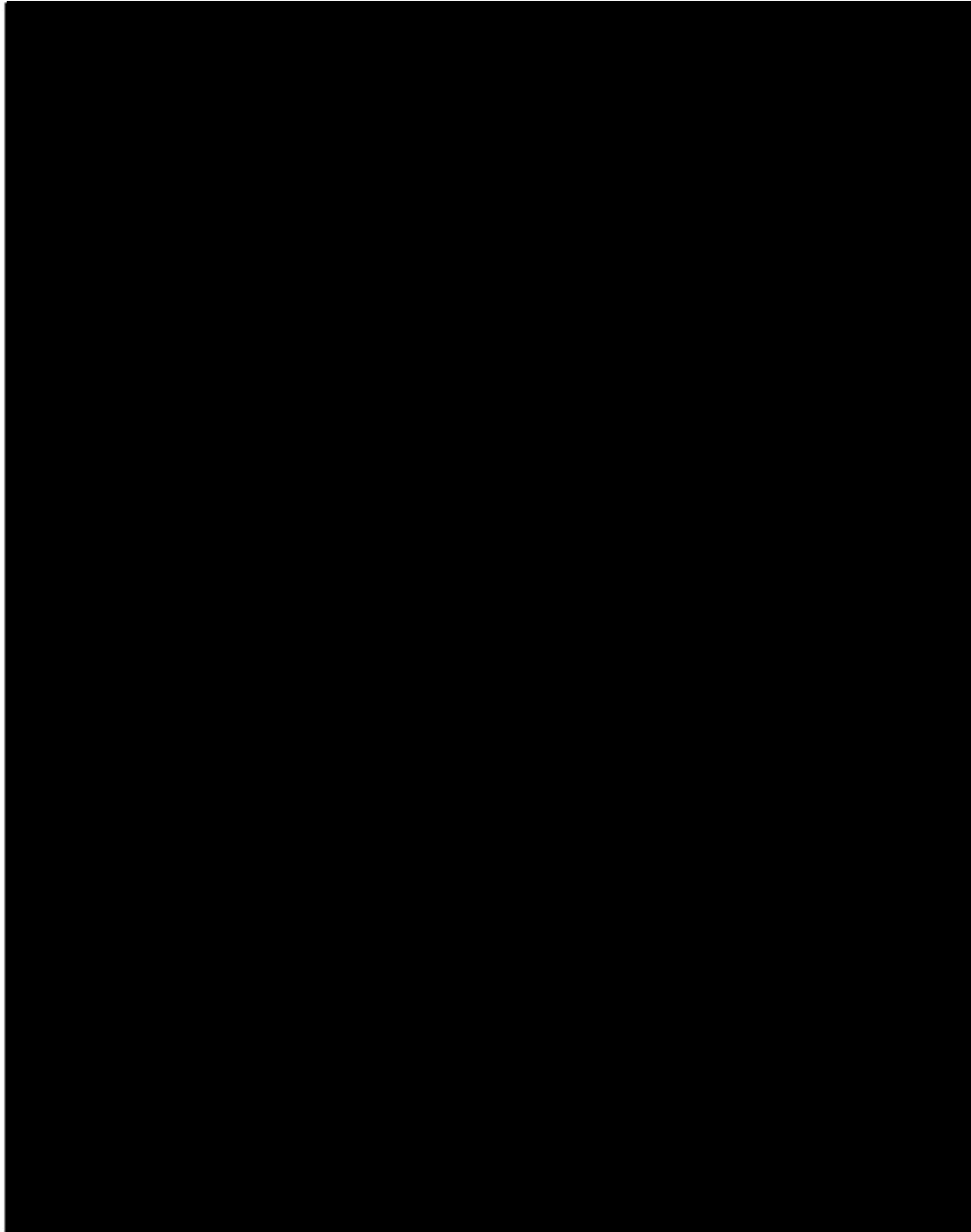


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Option Agreement - Page



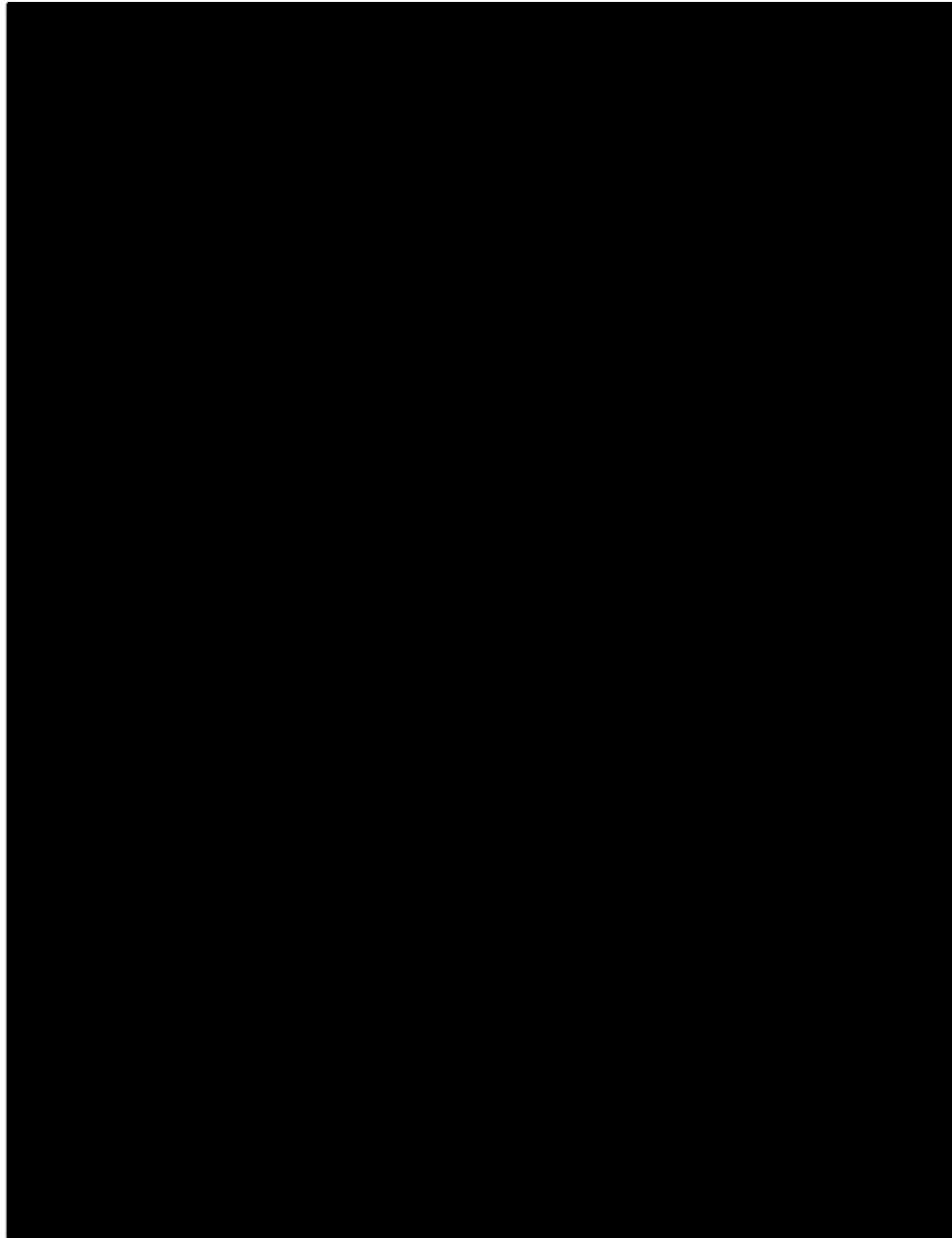
**Attachments to Exhibit 31,**  
**Section 31.4\_5 - Montgomery Option - Agreement**



48281255.4

Option Agreement - Page

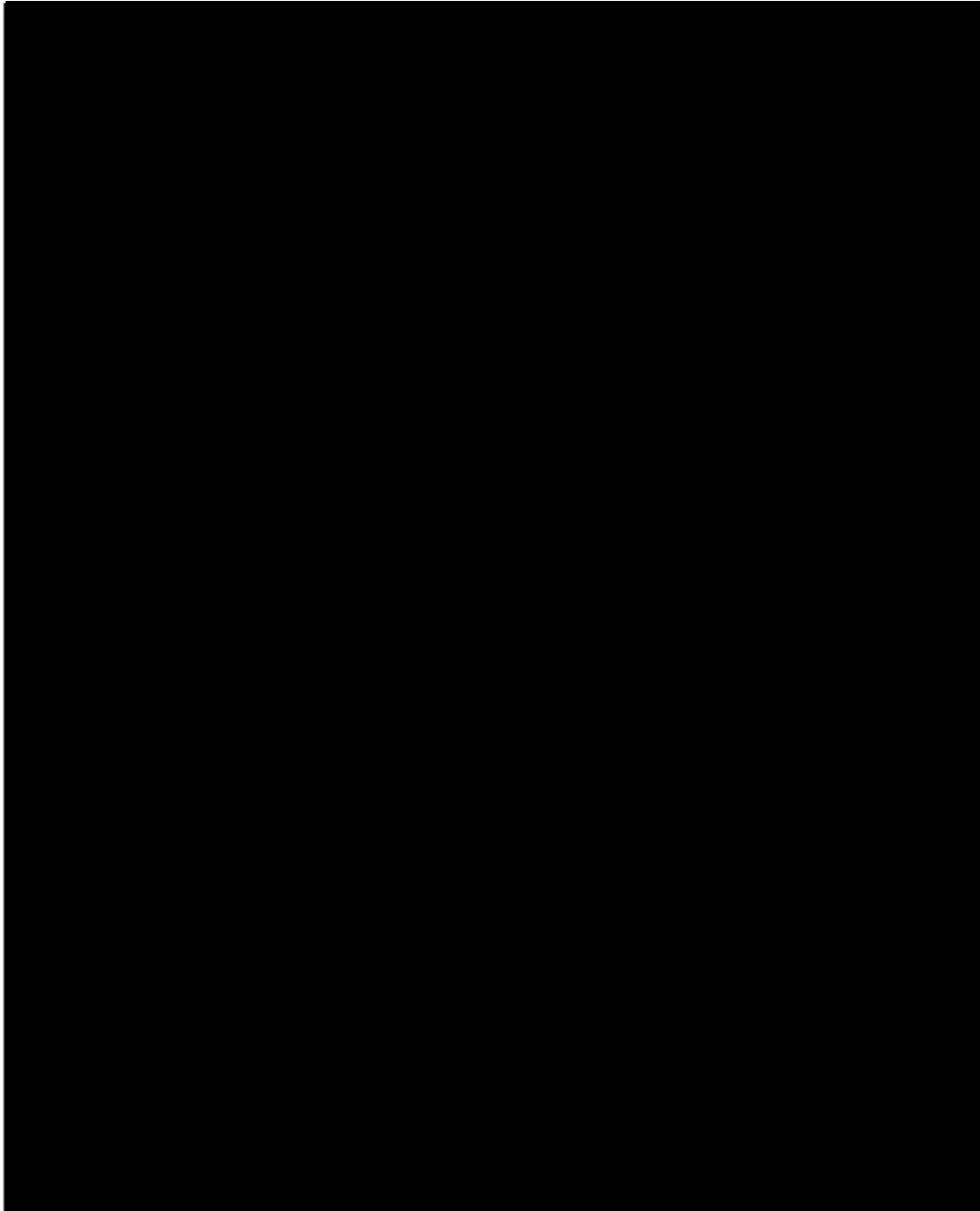
**Attachments to Exhibit 31,**  
**Section 31.4\_5 - Montgomery Option - Agreement**



48281255.4

Option Agreement - Page

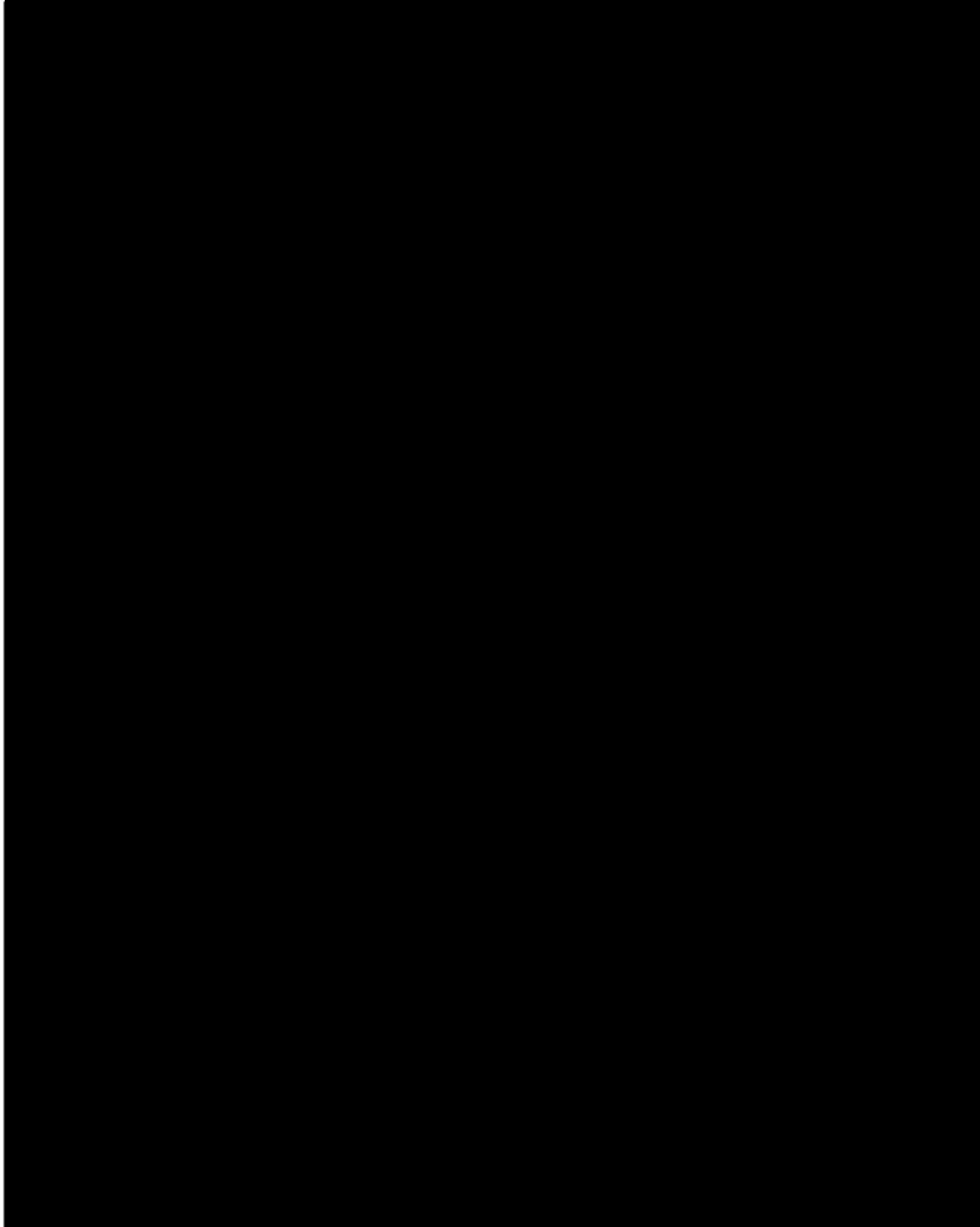
**Attachments to Exhibit 31,**  
**Section 31.4\_5 - Montgomery Option - Agreement**



48281255.4

Option Agreement - Page

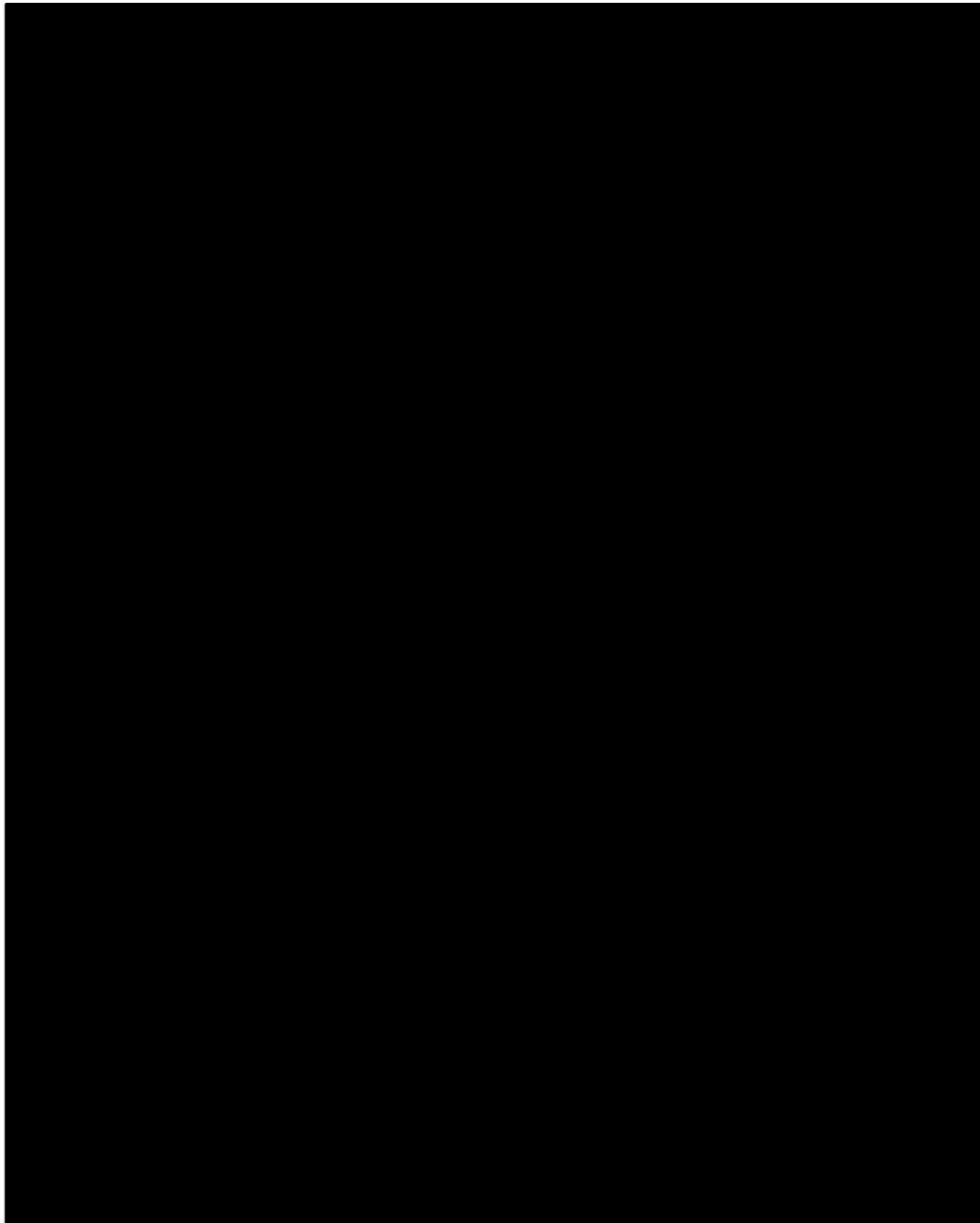
**Attachments to Exhibit 31,**  
**Section 31.4\_5 - Montgomery Option - Agreement**



48281255.4

Option Agreement - Page

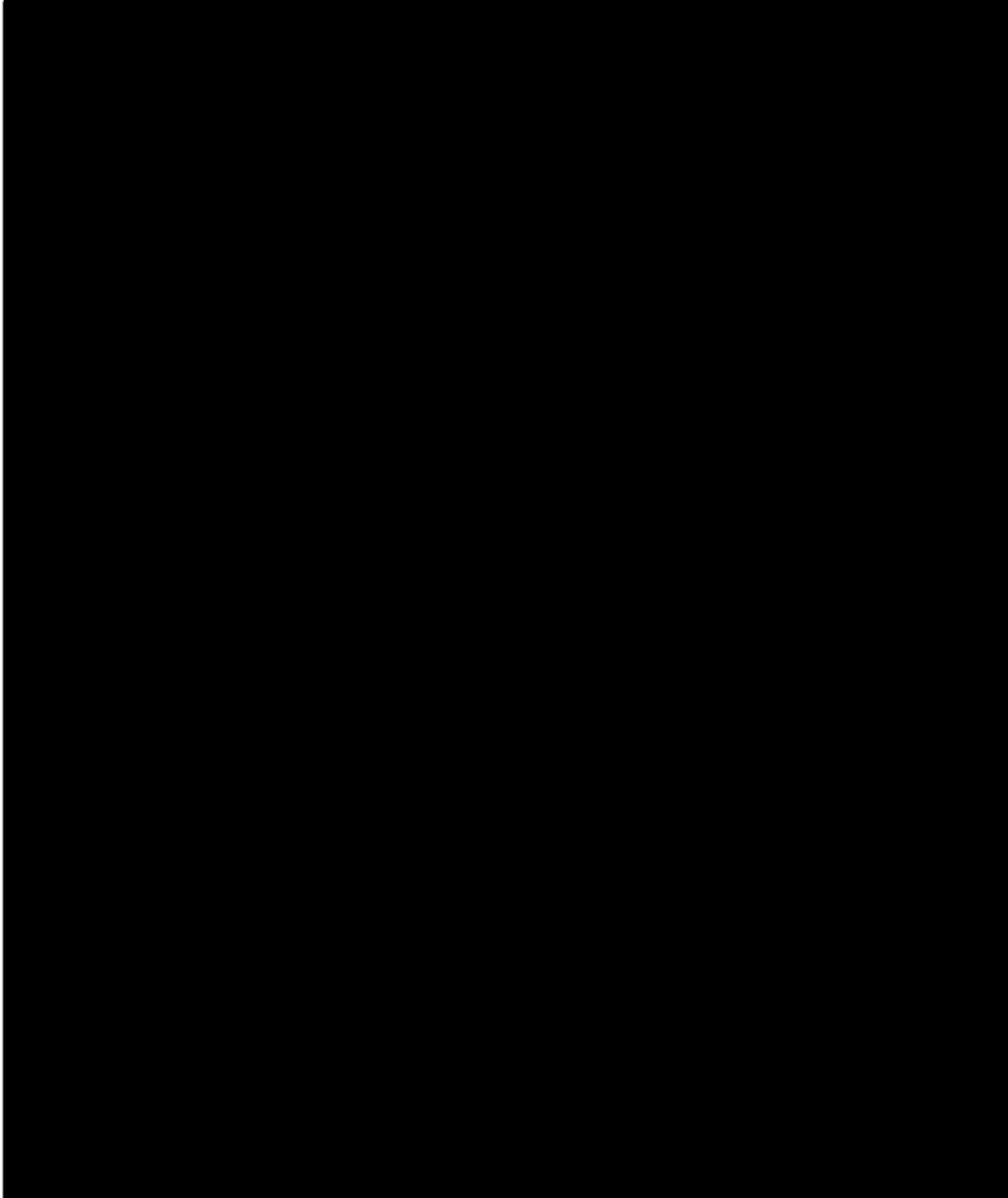
**Attachments to Exhibit 31,**  
**Section 31.4\_5 - Montgomery Option - Agreement**



48281255.4

Option Agreement - Page

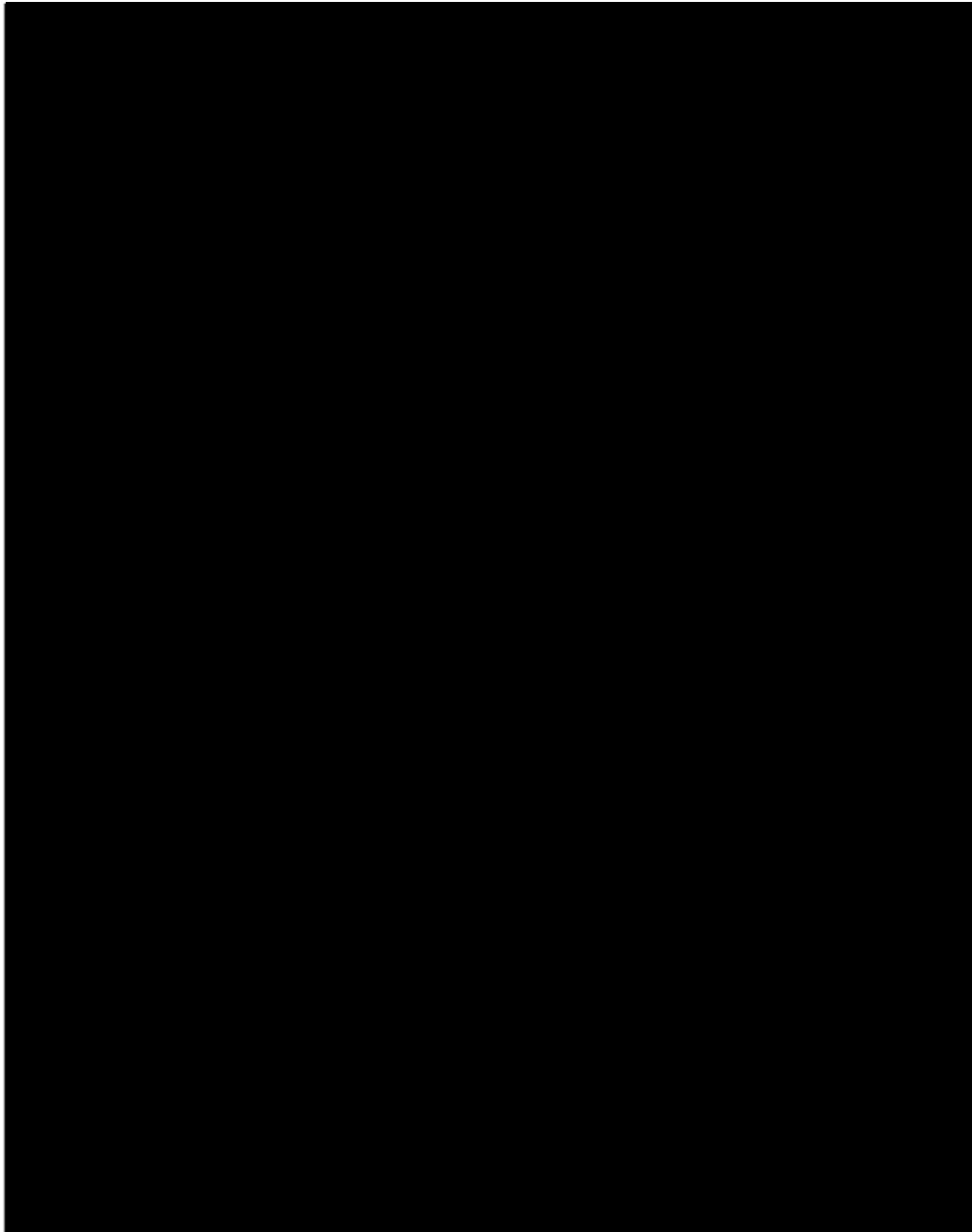
**Attachments to Exhibit 31,**  
**Section 31.4\_5 - Montgomery Option - Agreement**



48281255.4

Option Agreement - Page

**Attachments to Exhibit 31,**  
**Section 31.4\_5 - Montgomery Option - Agreement**



48281255.4

Option Agreement - Page

**Attachments to Exhibit 31,**  
**Section 31.4\_5 - Montgomery Option - Agreement**



[SIGNATURES ARE ON THE FOLLOWING PAGE]

48281255.4

Option Agreement - Page




**Attachments to Exhibit 31,**  
**Section 31.4\_5 - Montgomery Option - Agreement**

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

GRANTOR:

Massey Properties, LLC,  
a ALABAMA limited liability company

By:   
Name: Jim MASSEY, III  
Title: MANAGER

GRANTEE:

TheraTrue Alabama, LLC,  
a Alabama limited liability company

By:   
Name: Tom Gretz  
Title: VP Real Estate

48281255.4

Option Agreement - Page

**Attachments to Exhibit 31,**  
**Section 31.4\_5 - Montgomery Option - Agreement**

**EXHIBIT A**  
**To Option to Lease Agreement**

**Legal Description**

Approximately 2,942 square feet of retail space commonly known as Suite 9-13, located in that certain shopping center commonly known as Holliday Shopping Center, which real property is owned by Landlord and further described as follows:

Lot 1 in Block 1 according to the map of the James W. Holliday property, as recorded in the Office of the Judge of Probate Montgomery County, Alabama in Plat Book 11 at Page 100, and the following described property:

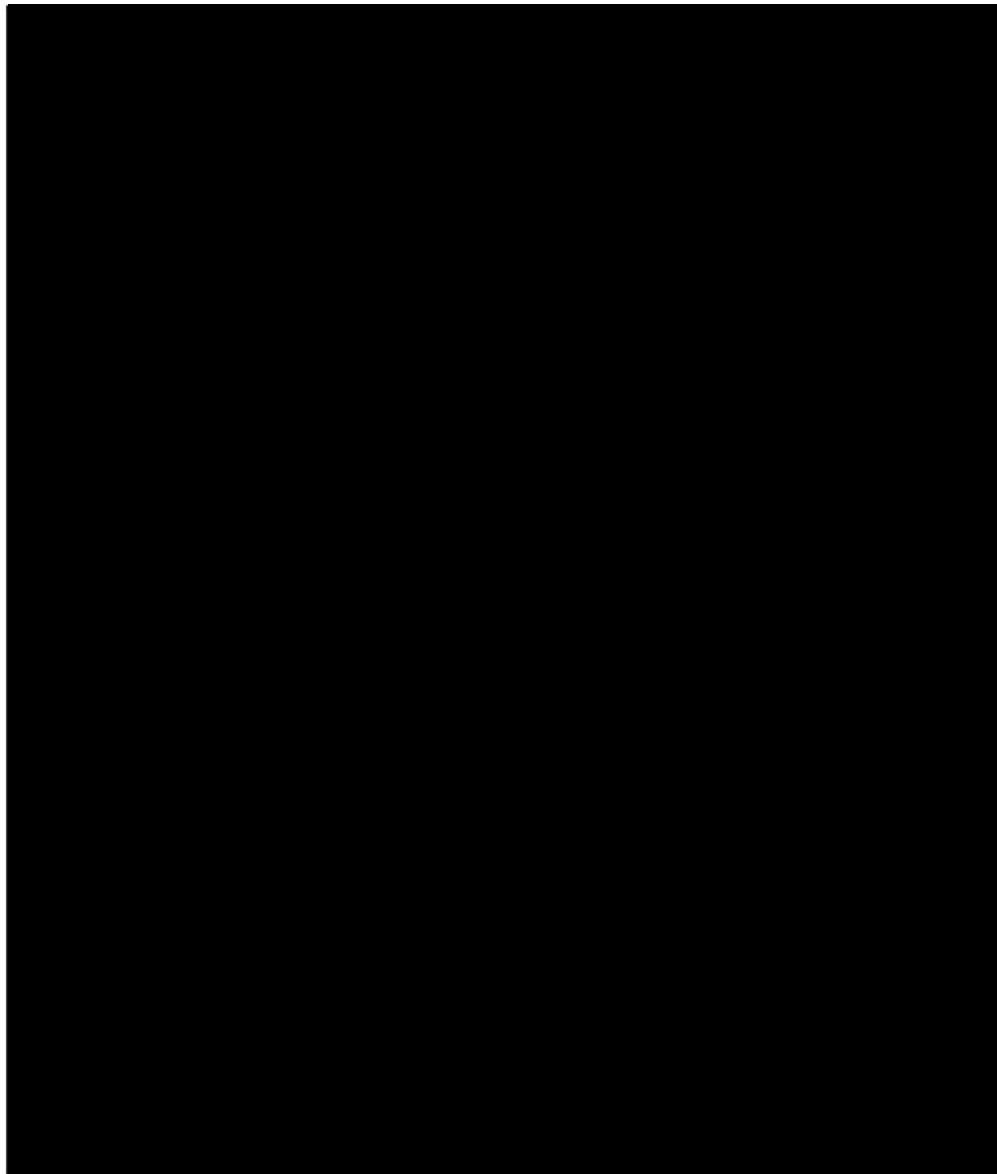
Begin at the Southwest Corner of Lot 1, Block 1, of the James W. Holliday property as recorded in the office of the Judge of Probate Montgomery County, Alabama in Plat Book 11 at Page 100; thence South 85 degrees 39 minutes 45 seconds East, 91.18 feet to an iron pin lying on the West Right-of-Way of Holliday Drive (60' R.O.W.) said point lying in a curve (concave Southeasterly radius 306.80); thence along said curve and said R.O.W. a chord of South 09 degrees 37 minutes 33 seconds East, 81.76 feet to a point at the end of said curve; thence continue along said R.O.W. South 15 degrees 30 minutes 35 seconds East, 40.00 feet to an iron pin lying on the North R.O.W. of the Atlanta Highway (106 R.O.W.); thence leaving said Holliday Drive and along said Atlanta Highway R.O.W. South 74 degrees 29 minutes 25 seconds West, 121.57 feet to an iron pin; thence leaving said Atlanta Highway North 00 degrees 40 minutes 08 seconds East, 158.56 feet to the point of beginning.

**Attachments to Exhibit 31,**  
**Section 31.4\_5 - Montgomery Option - Agreement**

**EXHIBIT B**

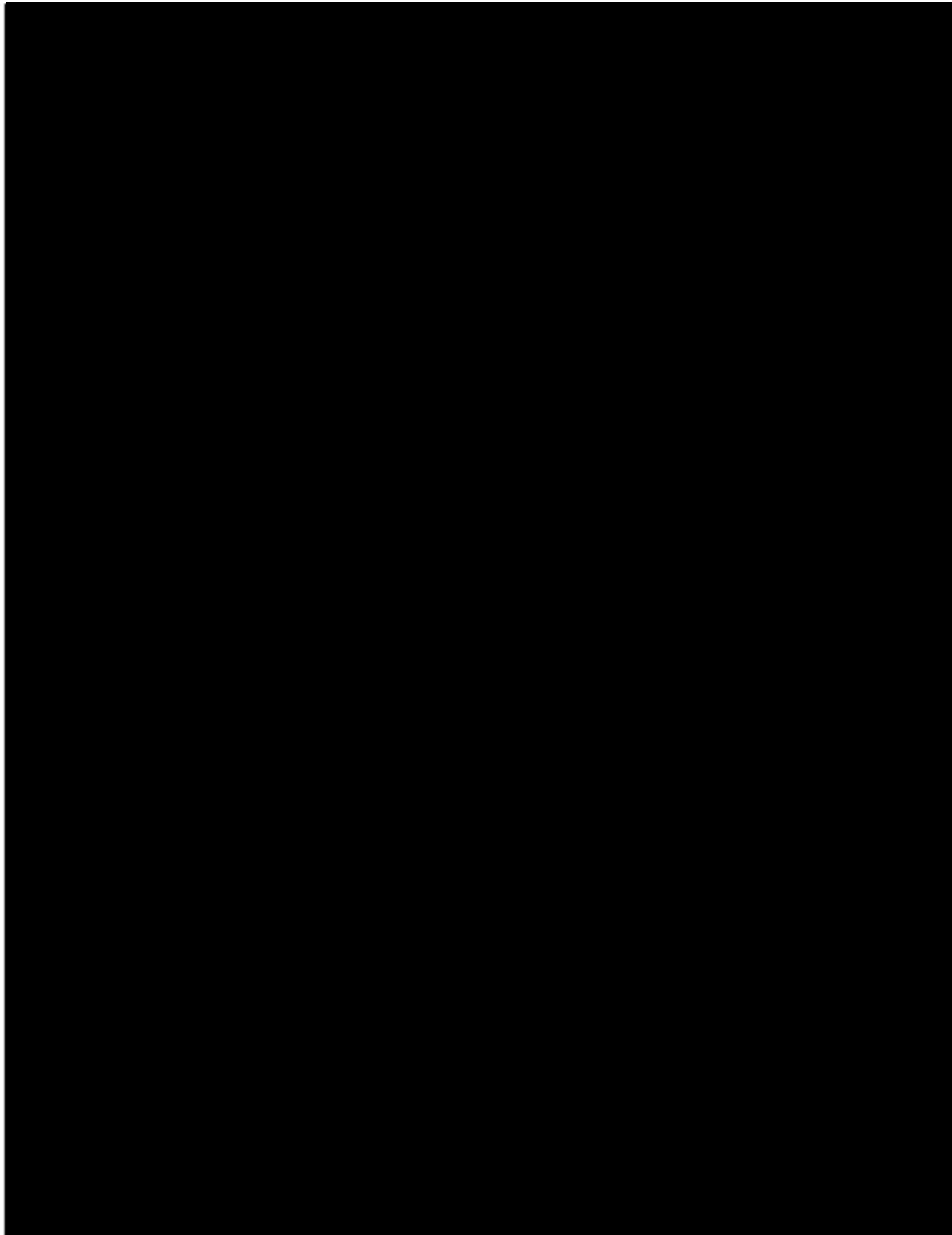
**To Option to Lease Agreement**

**Basic Lease Terms**

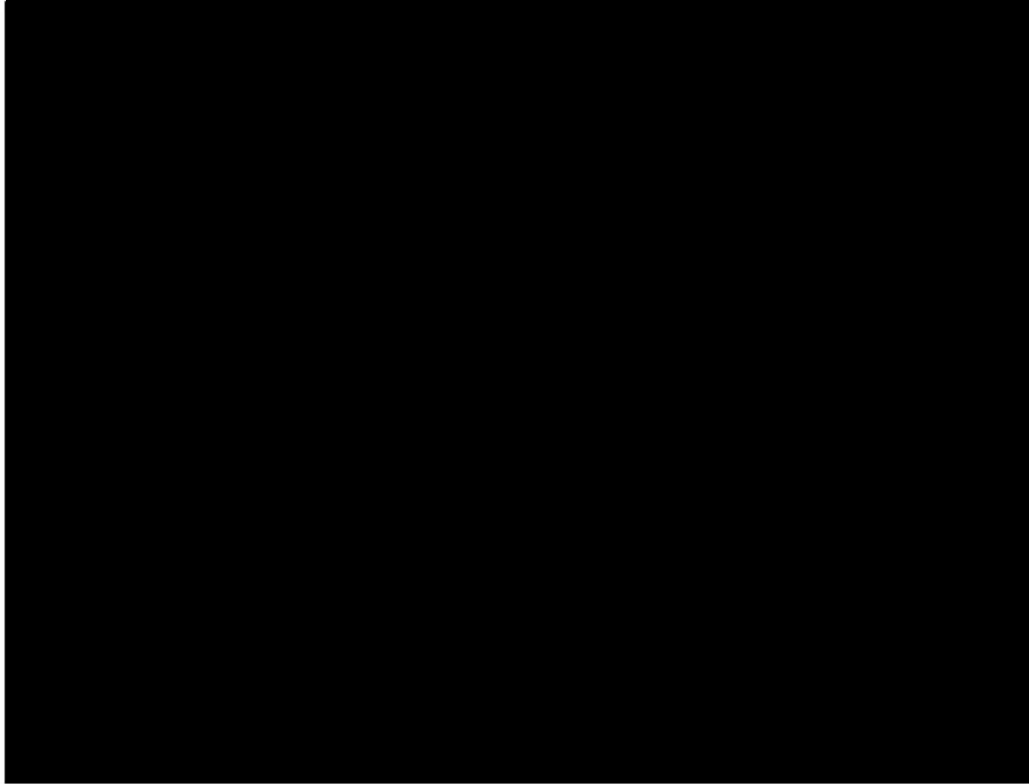


48281255.4

**Attachments to Exhibit 31,**  
**Section 31.4\_5 - Montgomery Option - Agreement**



**Attachments to Exhibit 31,**  
**Section 31.4\_5 - Montgomery Option - Agreement**



48281255.4

15





# Attachments to Exhibit 31, Section 31.4\_5 - Montgomery Option - Agreement

Grantee:

TheraTrue Alabama, LLC, a ALABAMA  
LIMITED LIABILITY Company

By: Thomas Gratz  
Name: [Signature]  
Title: VP Real Estate

STATE OF Florida )  
COUNTY OF Sarasota ) ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Thomas Gratz, whose name as VP of Real Estate of [TheraTrue, LLC], an [ALABAMA, LLC], 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 instrument, he/she, with full authority as such officer, executed the same voluntarily for and as the act of said company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 20<sup>th</sup> day of December, 2022.

My commission expires:  
5/31/2024  
(SEAL)

[Signature]  
Notary Public of Florida  
Printed Name: Heather Capen





**Attachments to Exhibit 31,**  
**Section 31.4\_5 - Montgomery Option - Agreement**

**EXHIBIT A**  
**To Option to Lease Agreement**

**Legal Description**

Approximately 2,942 square feet of retail space commonly known as Suite 9-13, located in that certain shopping center commonly known as Holliday Shopping Center, which real property is owned by Landlord and further described as follows:

Lot 1 in Block 1 according to the map of the James W. Holliday property, as recorded in the Office of the Judge of Probate Montgomery County, Alabama in Plat Book 11 at Page 100, and the following described property:

Begin at the Southwest Corner of Lot 1, Block 1, of the James W. Holliday property as recorded in the office of the Judge of Probate Montgomery County, Alabama in Plat Book 11 at Page 100; thence South 85 degrees 39 minutes 45 seconds East, 91.18 feet to an iron pin lying on the West Right-of-Way of Holliday Drive (60' R.O.W.) said point lying in a curve (concave Southeasterly radius 306.80); thence along said curve and said R.O.W. a chord of South 09 degrees 37 minutes 33 seconds East, 81.76 feet to a point at the end of said curve; thence continue along said R.O.W. South 15 degrees 30 minutes 35 seconds East, 40.00 feet to an iron pin lying on the North R.O.W. of the Atlanta Highway (106 R.O.W.); thence leaving said Holliday Drive and along said Atlanta Highway R.O.W. South 74 degrees 29 minutes 25 seconds West, 121.57 feet to an iron pin; thence leaving said Atlanta Highway North 00 degrees 40 minutes 08 seconds East, 158.56 feet to the point of beginning.

## **Attachments to Exhibit 31, Section 31.4 6 - Mobile LOI**

Mike McAleer  
McAleer Tunstall Co, LLC

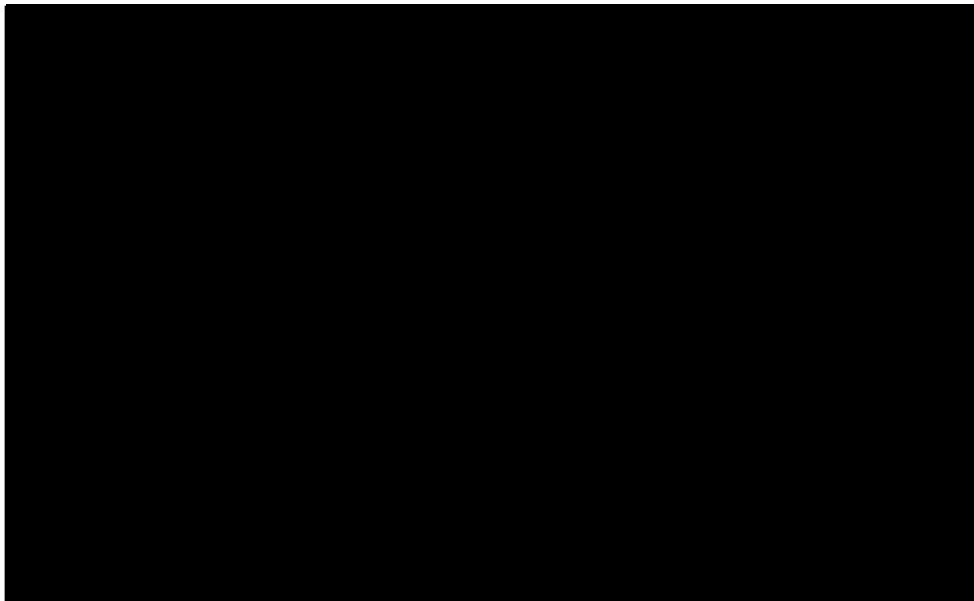
RE: 6353C Cottage Hill Rd, Mobile, AL 36609

Dear Mike,

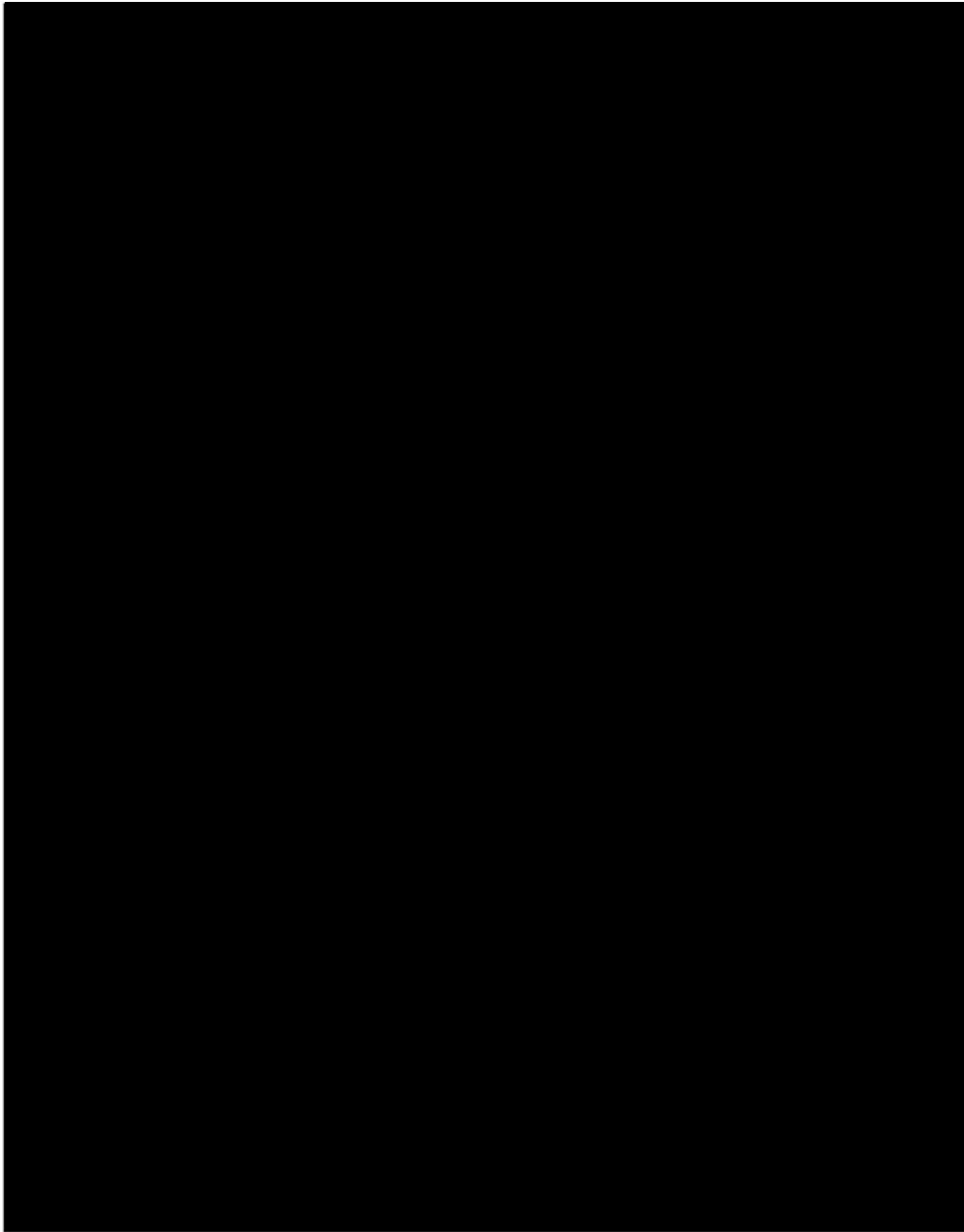
TheraTrue is a pre-licensed medical cannabis dispensary in the State of Alabama. The specific location is intended solely for the sale of finished products. TheraTrue sells cannabis-based therapeutics using familiar, non-invasive methods including, but not limited to, oils, lotions, and gel caps. TheraTrue's product mix provides a wide range of delivery methods that enable consistent, dependable dosage of carefully curated cannabinoid mixes for highly effective patient formulas.

TheraTrue is willing to enter into negotiations with the Landlord in connection with a potential lease of the above-referenced premises. This non-binding Letter of intent summarizes an understanding of the principal terms and conditions of such potential lease and is the basis upon which TheraTrue would consider entering into a formal lease agreement.

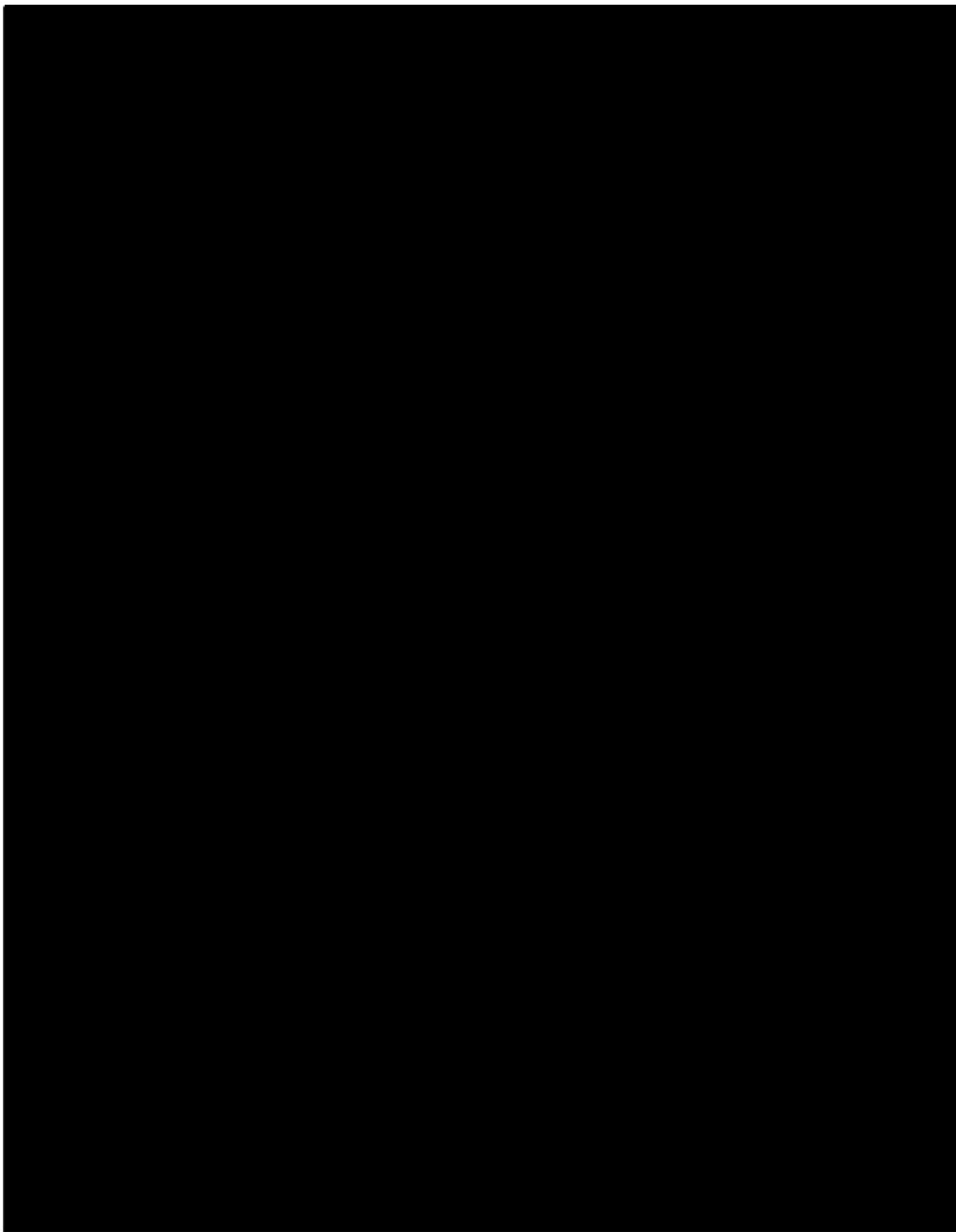
Tenant Entity:                      dba TheraTrue



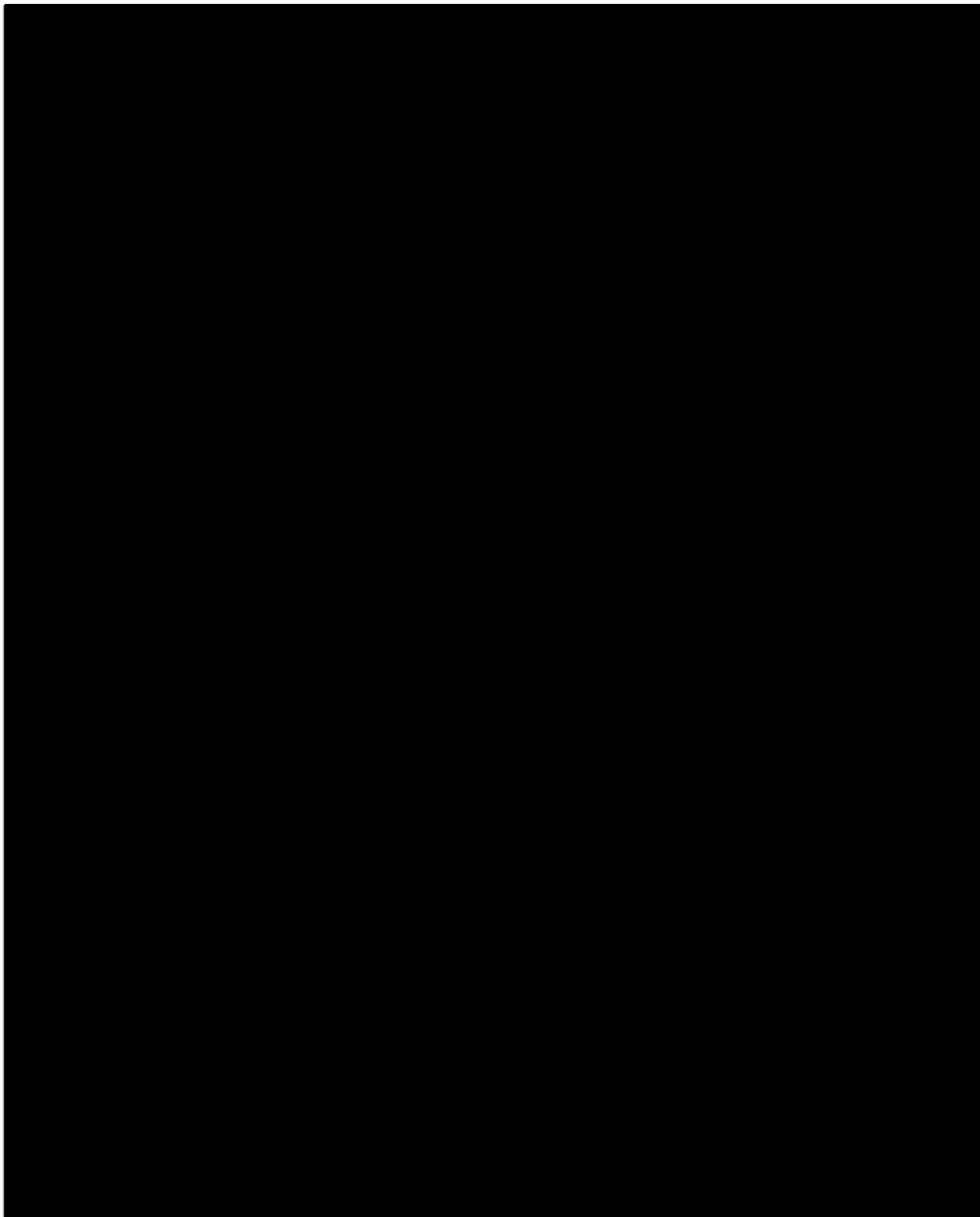
**Attachments to Exhibit 31,**  
**Section 31.4\_6 - Mobile LOI**



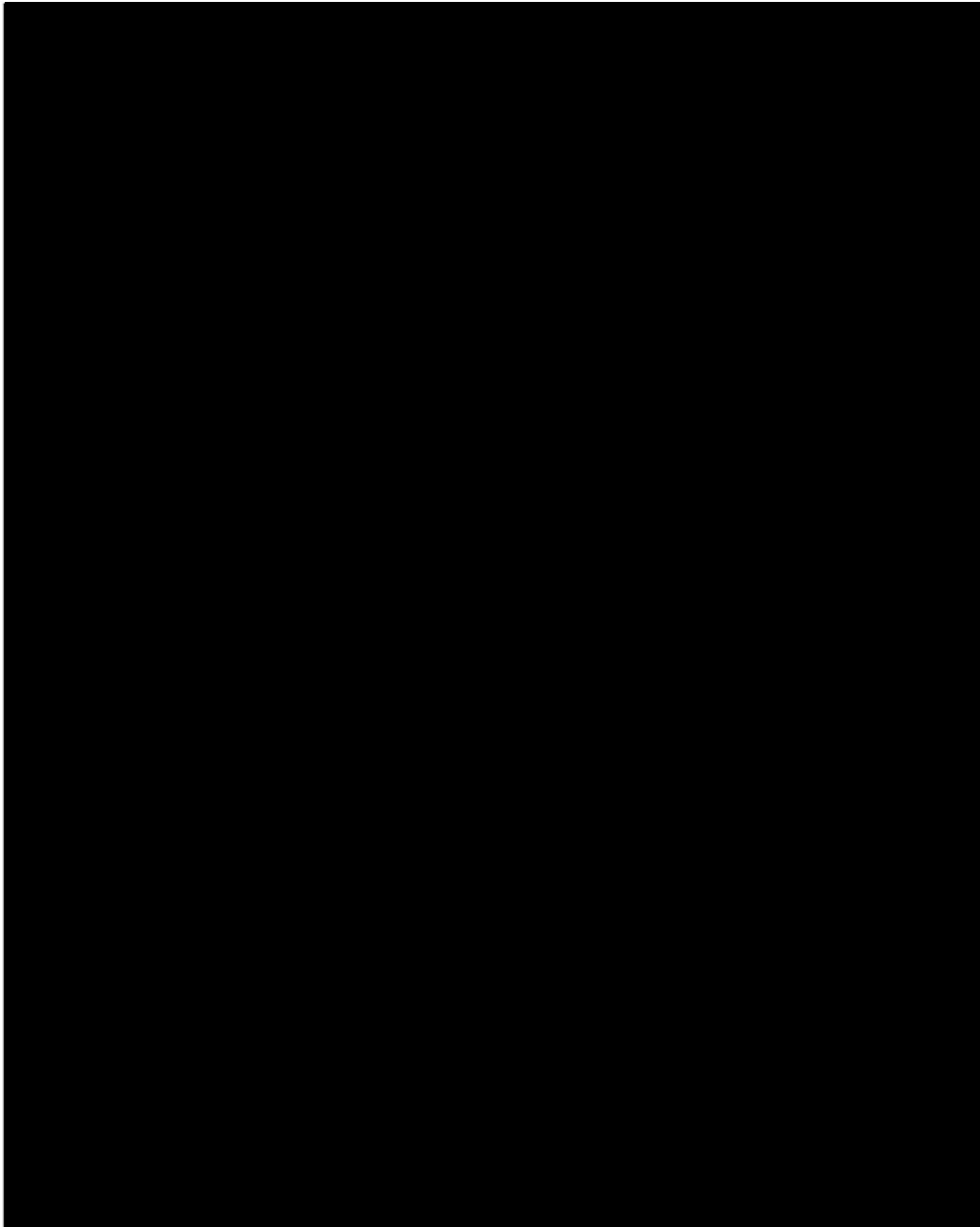
**Attachments to Exhibit 31,**  
**Section 31.4\_6 - Mobile LOI**



**Attachments to Exhibit 31,**  
**Section 31.4\_6 - Mobile LOI**



**Attachments to Exhibit 31,**  
**Section 31.4\_6 - Mobile LOI**



**Attachments to Exhibit 31,**  
**Section 31.4\_6 - Mobile LOI**

By: Tom Gretz  
Name: Tom Gretz  
Title: VP of Real Estate

LESSOR Cottage Crest Village LLC  
By the Julian & Marx Marital Trust  
Created under the last will and Testament  
of Julian E. MARX.  
By: NTJ  
Name: William Youngblood  
Title: Authorized Trustee

**Attachments to Exhibit 31,**  
**Section 31.4\_7\_Northport LOI**

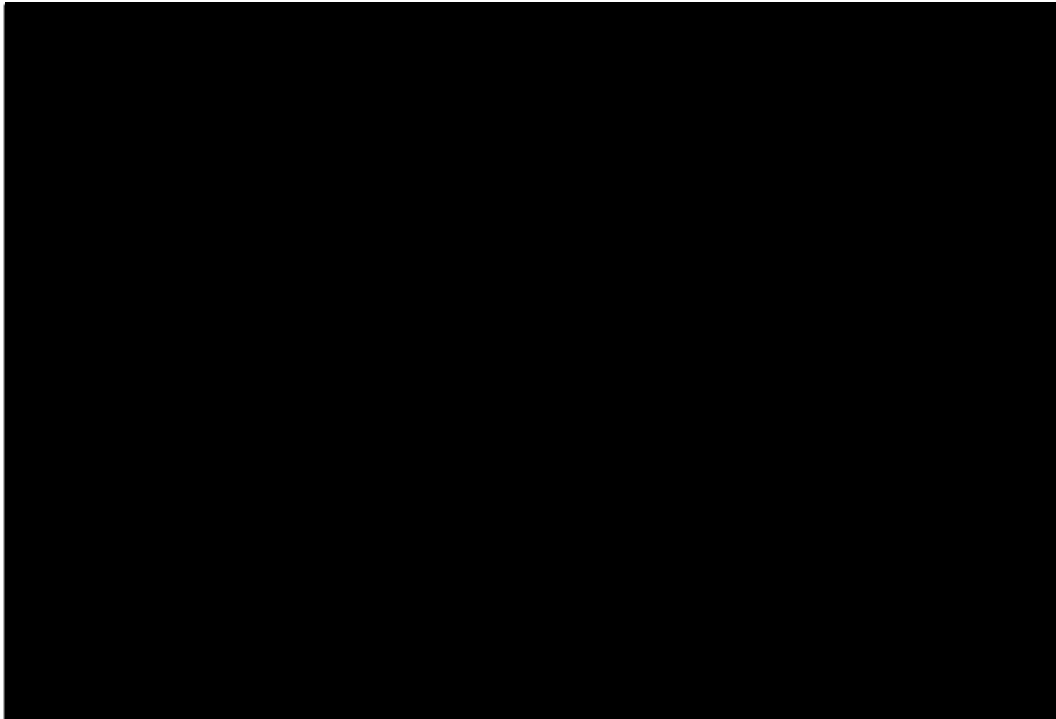
RE: 824 McFarland Ave, Northport, AL 35476

Dear Mark,

TheraTrue is a pre-licensed medical cannabis dispensary in the State of Alabama. The specific location is intended solely for the sale of finished products. TheraTrue sells cannabis-based therapeutics using familiar, non-invasive methods including, but not limited to, oils, lotions, and gel caps. TheraTrue's product mix provides a wide range of delivery methods that enable consistent, dependable dosage of carefully curated cannabinoid mixes for highly effective patient formulas.

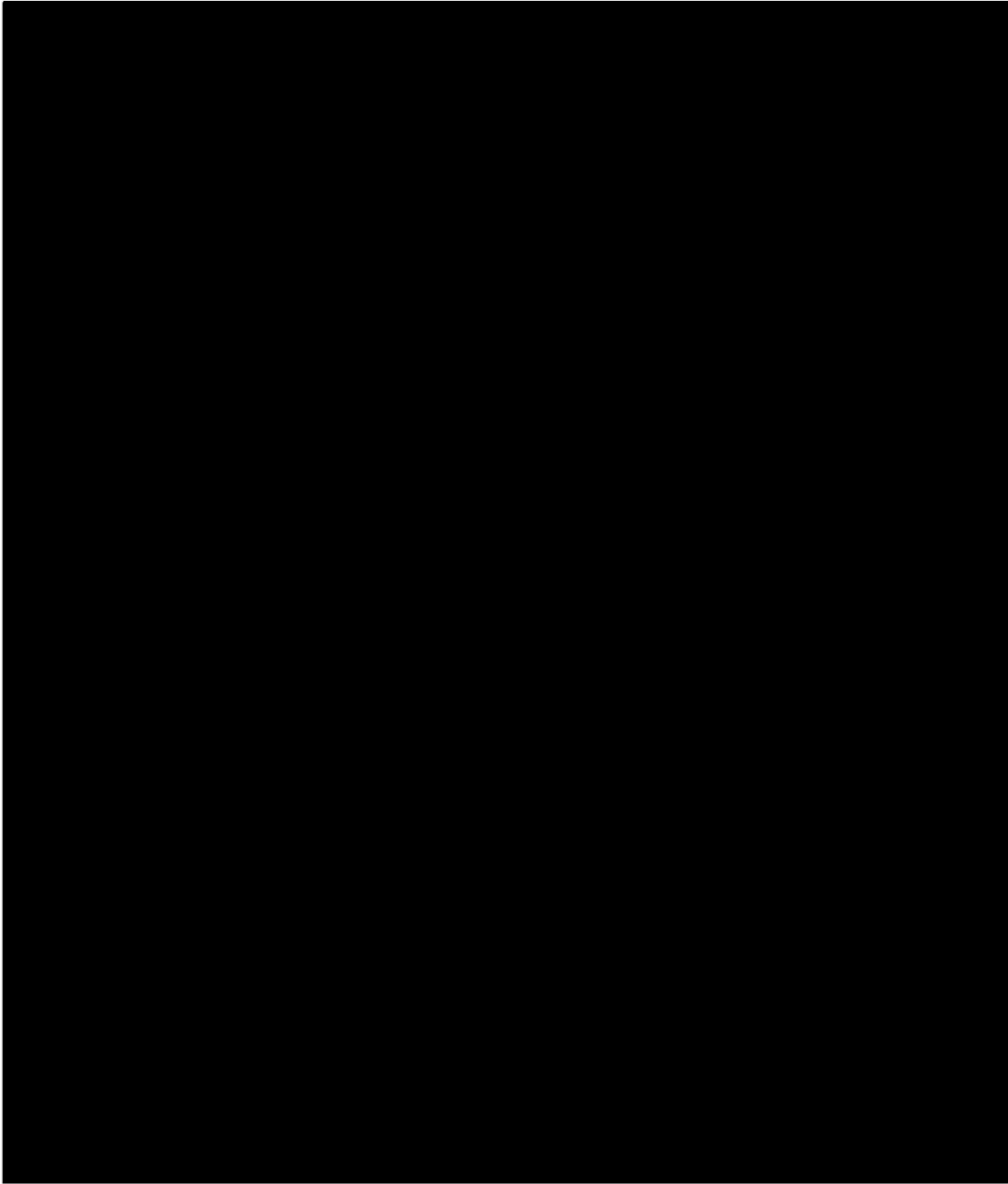
TheraTrue is willing to enter into negotiations with the Landlord in connection with a potential lease of the above-referenced premises. This non-binding Letter of Intent summarizes an understanding of the principal terms and conditions of such potential lease and is the basis upon which TheraTrue would consider entering into a formal lease agreement.

Tenant Entity: TheraTrue or dba Therapy

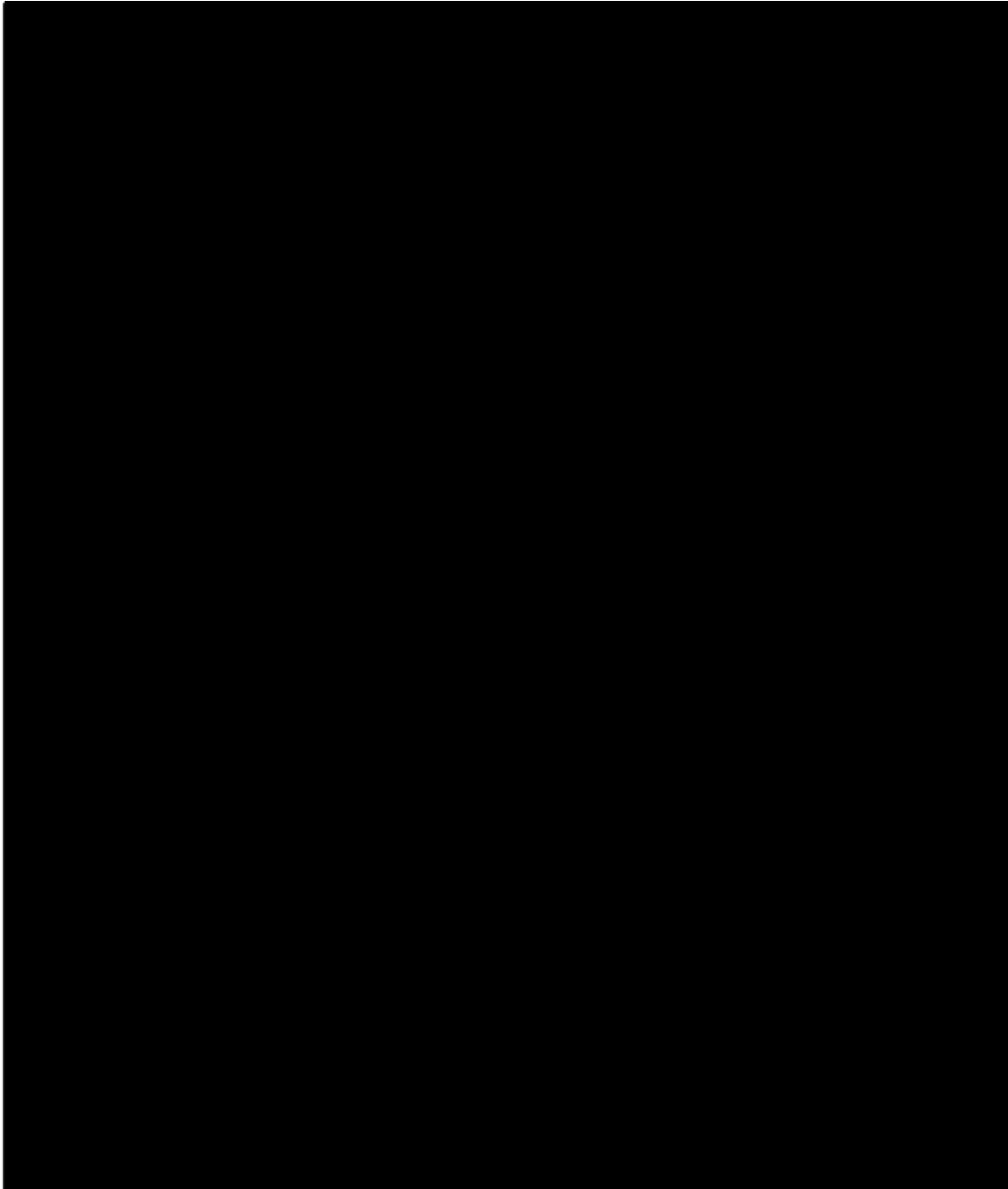




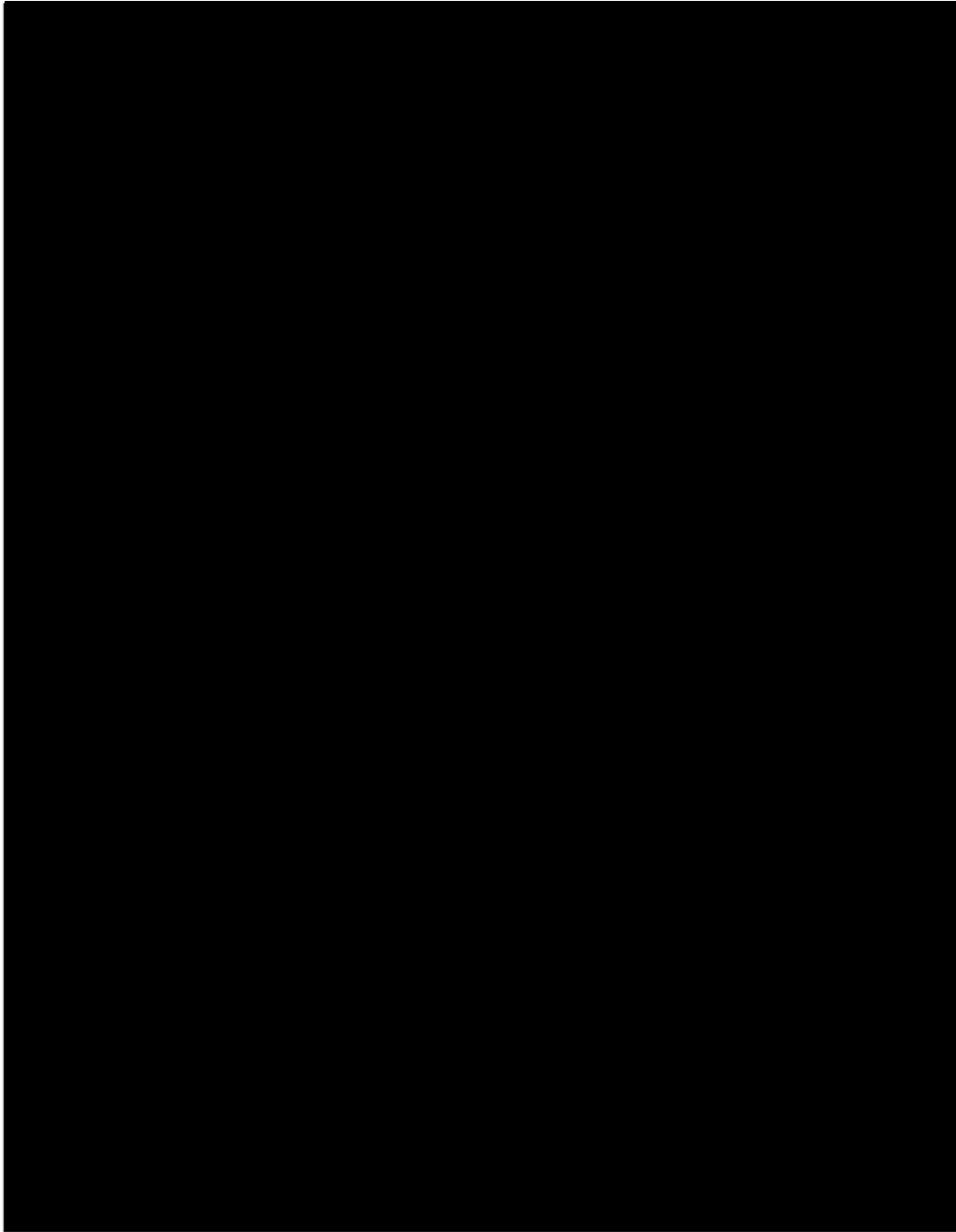
**Attachments to Exhibit 31,**  
**Section 31.4\_7\_Northport LOI**



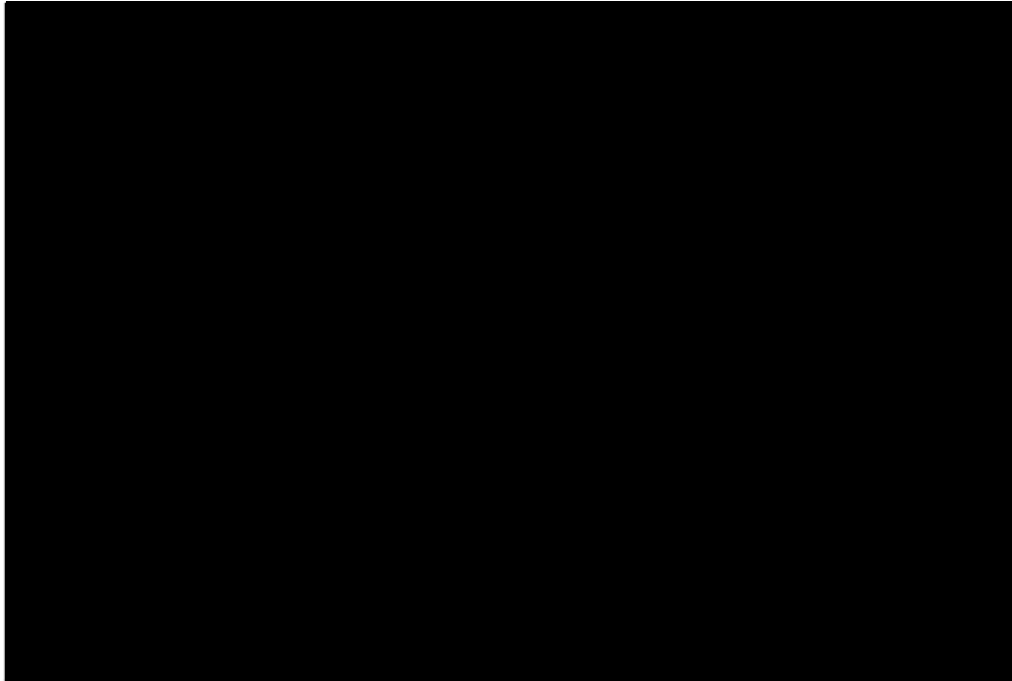
**Attachments to Exhibit 31,**  
**Section 31.4\_7\_Northport LOI**



**Attachments to Exhibit 31,**  
**Section 31.4\_7\_Northport LOI**



**Attachments to Exhibit 31,**  
**Section 31.4\_7\_Northport LOI**



**Agreed, acknowledged and accepted:**

**LESSEE**

TheraTrue or its assigns

By: Tom Gretz

Name: Tom Gretz

Title: VP of Real Estate

**LESSOR**

By: MOHAMED ALHFFAR

**Attachments to Exhibit 31,**  
**Section 31.4\_7\_Northport LOI**

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

Signature: MOHAMED ALHFFAR  
MOHAMED ALHFFAR (Nov 11, 2022 16:31 CST)  
Email: retailworldmanagement@gmail.com

## Attachments to Exhibit 31, Section 31.4\_7\_Northport LOI







### LOI- TheraTrue- 824 McFarland Blvd Northport AL28921

Final Audit Report

2022-11-11

Created:	2022-11-11
By:	Scott Dunavant (scottd@tsgnational.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5xiUHDyYWz1WHcQGNJFkSaKTNgkdVXRl

#### "LOI- TheraTrue- 824 McFarland Blvd Northport AL28921" History

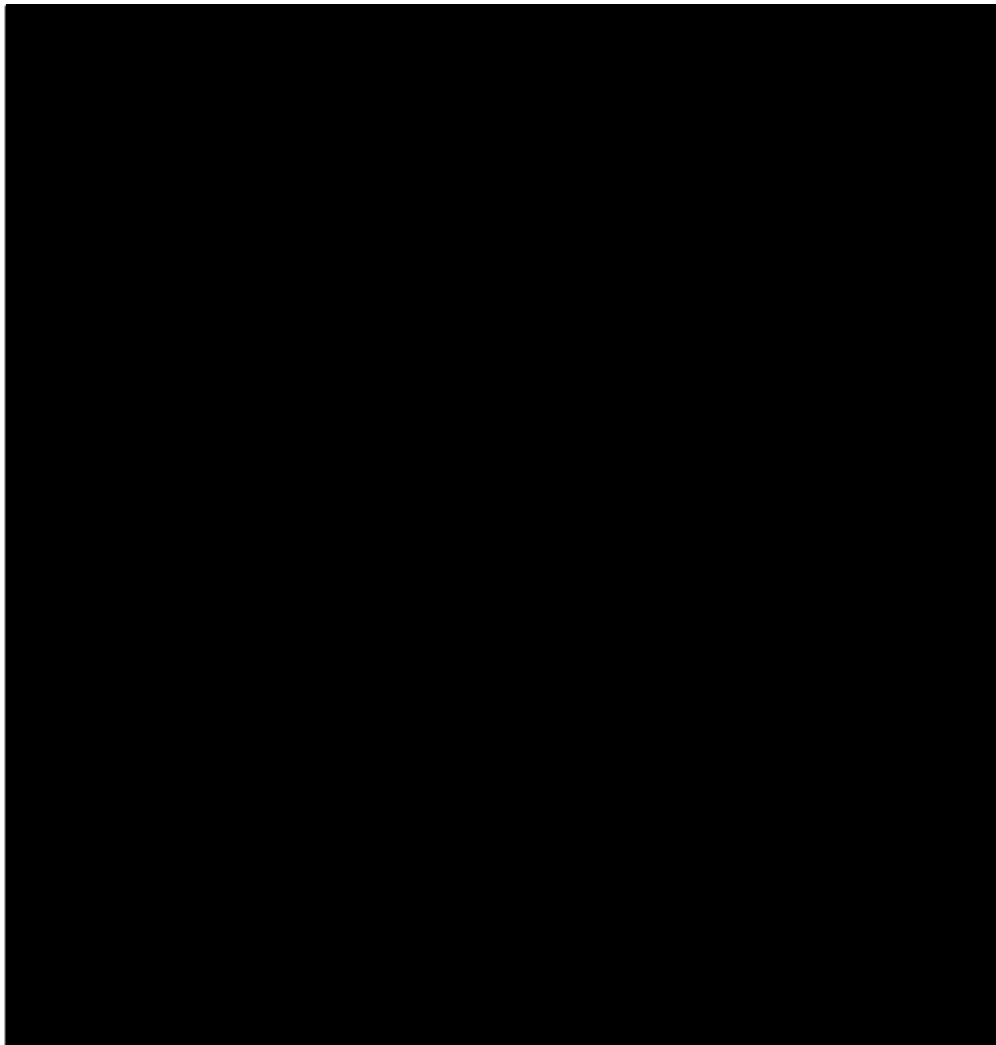
-  Document created by Scott Dunavant (scottd@tsgnational.com)  
2022-11-11 - 10:21:40 PM GMT
-  Document emailed to retailworldmanagement@gmail.com for signature  
2022-11-11 - 10:22:10 PM GMT
-  Email viewed by retailworldmanagement@gmail.com  
2022-11-11 - 10:24:26 PM GMT
-  Signer retailworldmanagement@gmail.com entered name at signing as MOHAMED ALHFFAR  
2022-11-11 - 10:31:33 PM GMT
-  Document e-signed by MOHAMED ALHFFAR (retailworldmanagement@gmail.com)  
Signature Date: 2022-11-11 - 10:31:35 PM GMT - Time Source: server
-  Agreement completed.  
2022-11-11 - 10:31:35 PM GMT

**Attachments to Exhibit 31,**  
**Section 31.4\_8\_Northport Option Agreement**

OPTION TO LEASE AGREEMENT

THIS OPTION TO LEASE AGREEMENT (this “**Agreement**”), made as of the \_\_\_\_\_ day of December, 2022 (the “**Effective Date**”), by LINA HUSSEINI, an individual resident of the state of \_\_\_\_\_ (hereinafter referred to as “**Grantor**”), TheraTrue Alabama, LLC, an Alabama limited liability company (hereinafter referred to as “**Grantee**”).

RECITALS

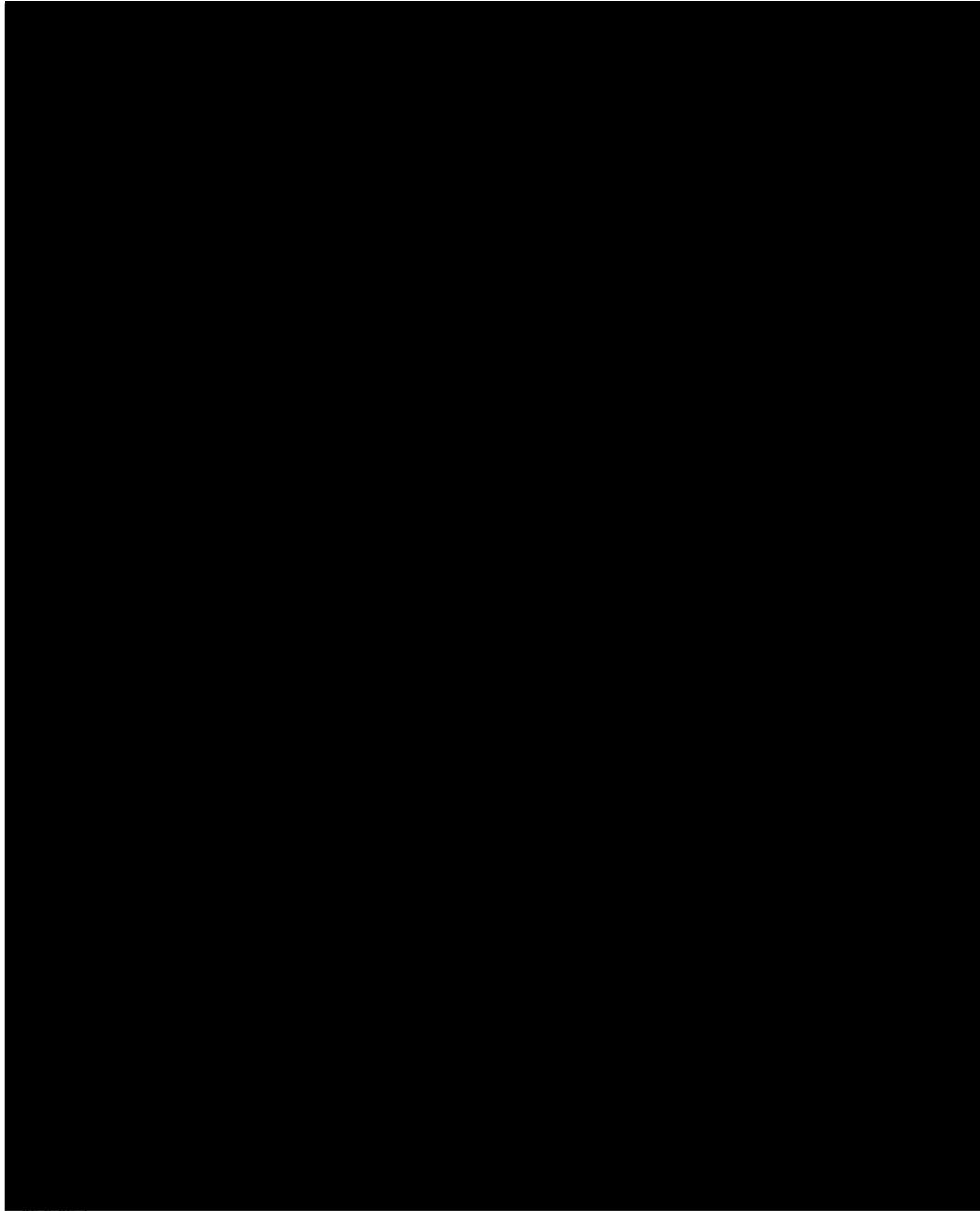


**Attachments to Exhibit 31,**  
**Section 31.4\_8\_Northport Option Agreement**

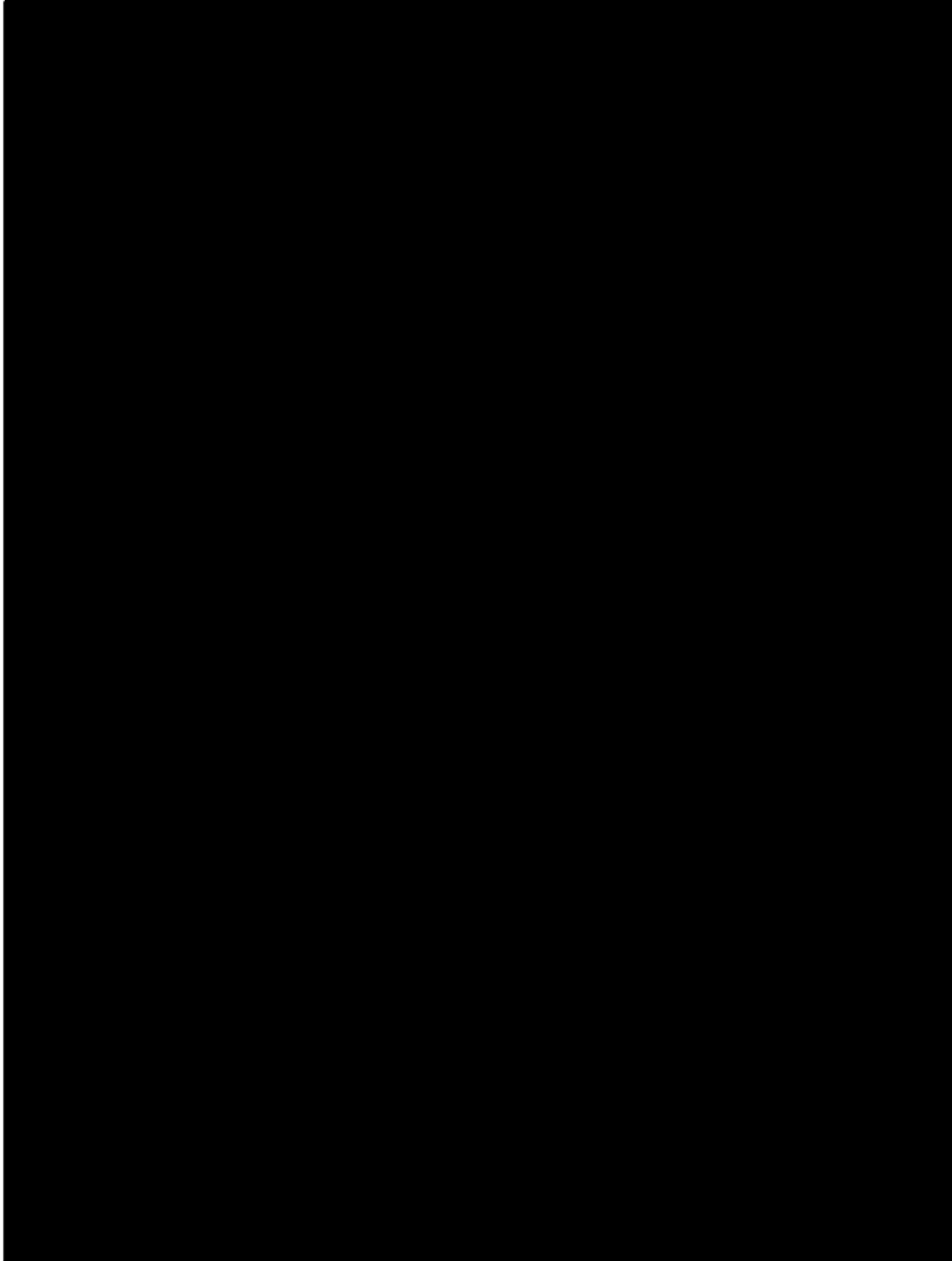




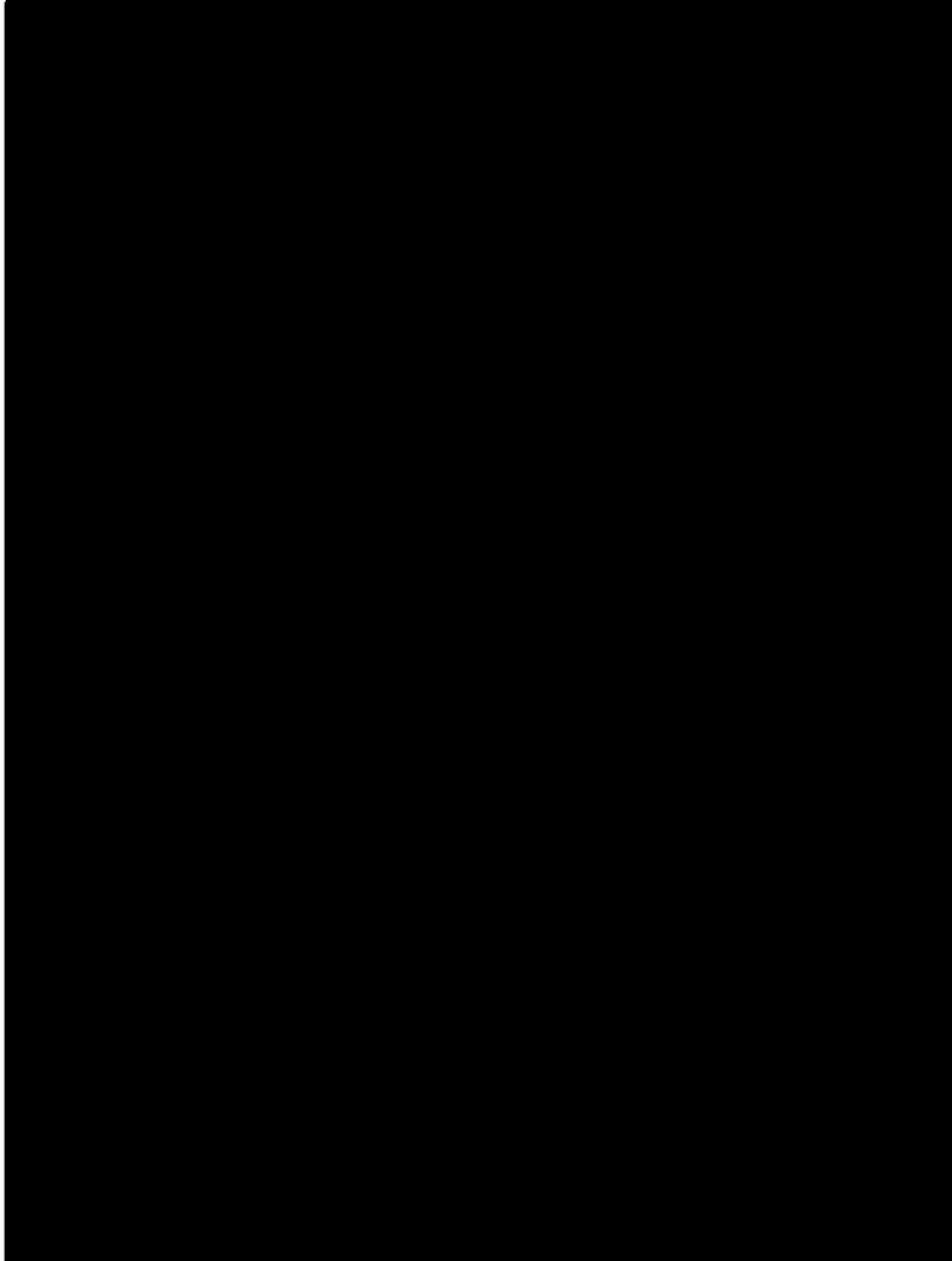
**Attachments to Exhibit 31,**  
**Section 31.4\_8\_Northport Option Agreement**



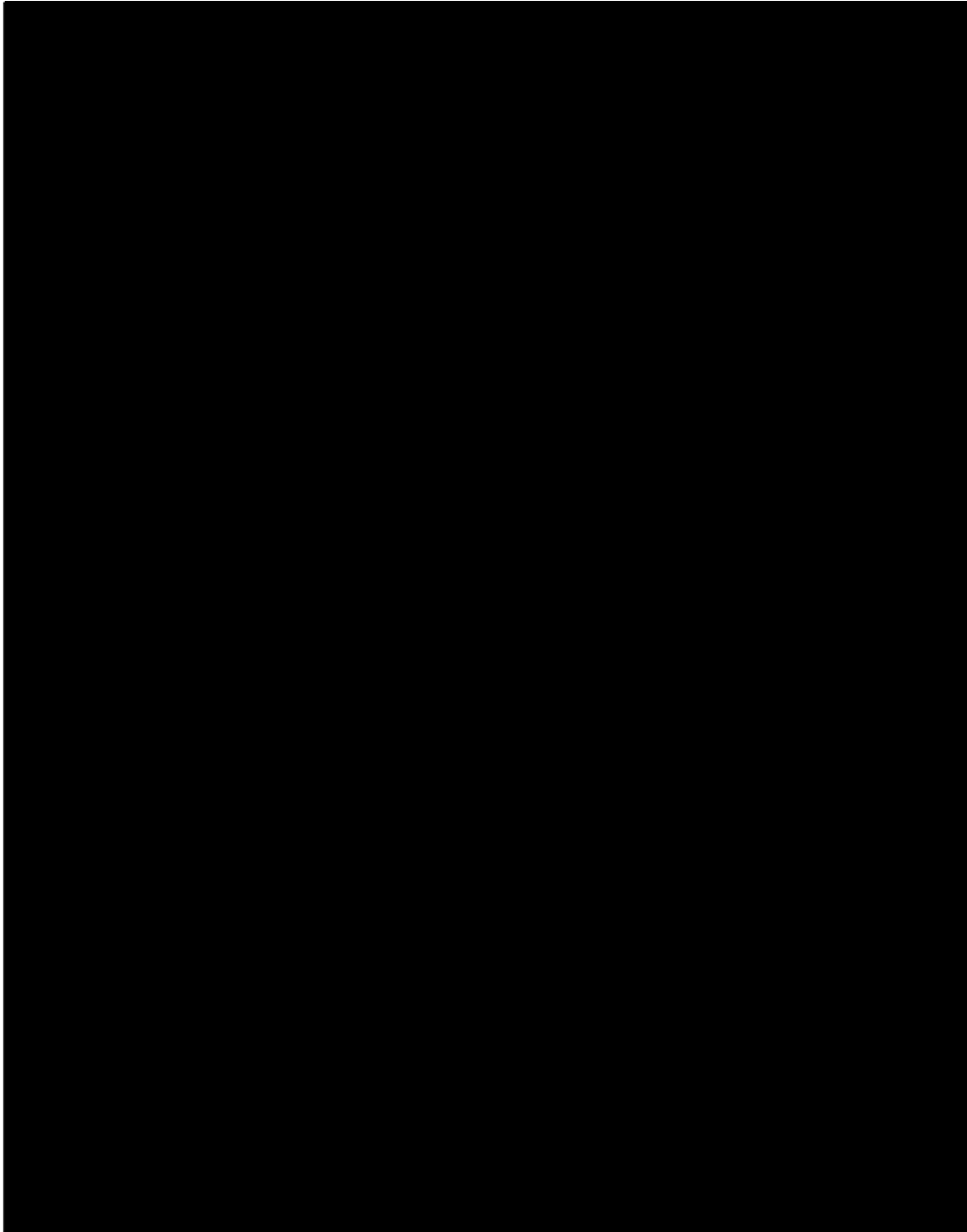
**Attachments to Exhibit 31,**  
**Section 31.4\_8\_Northport Option Agreement**



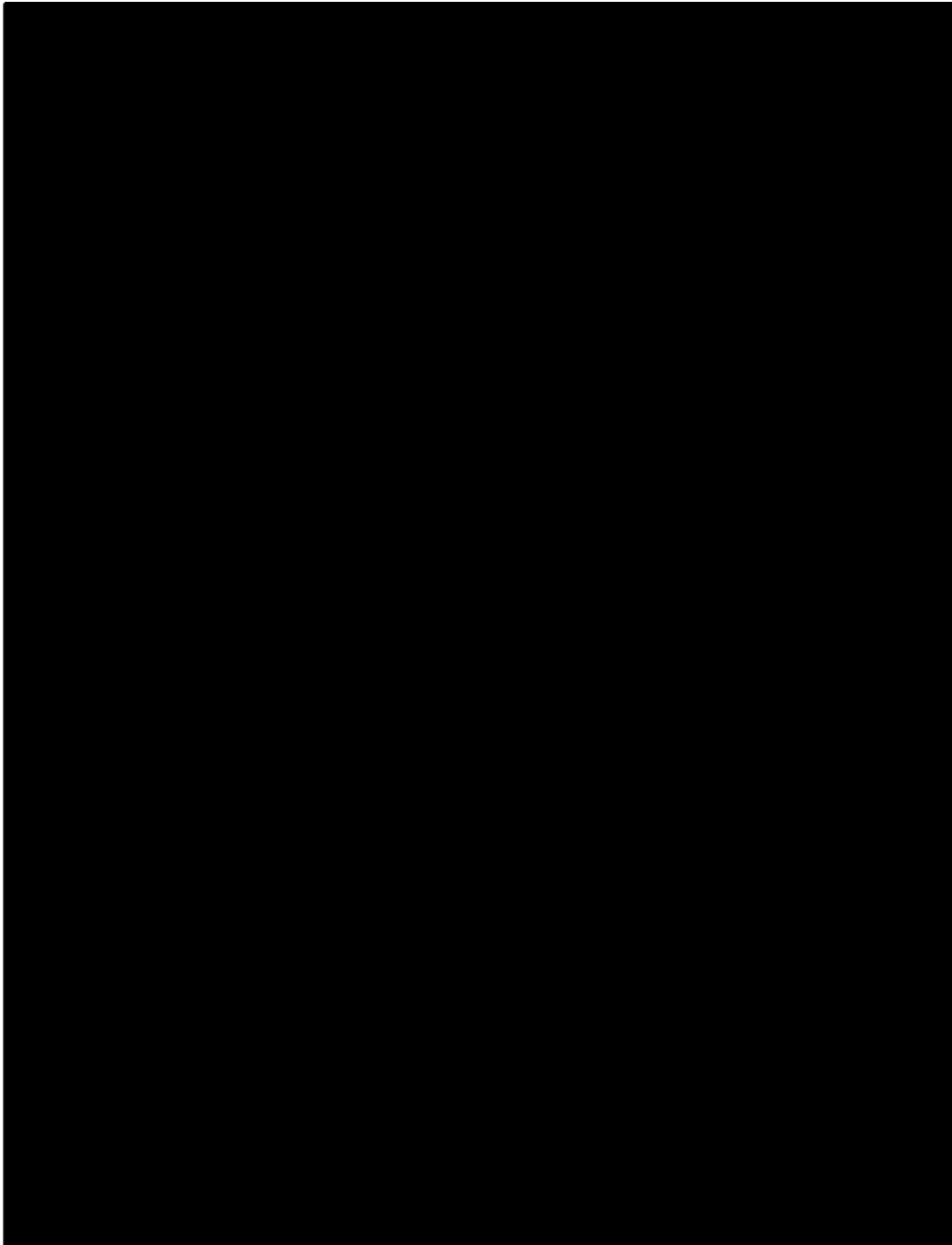
**Attachments to Exhibit 31,**  
**Section 31.4\_8\_Northport Option Agreement**



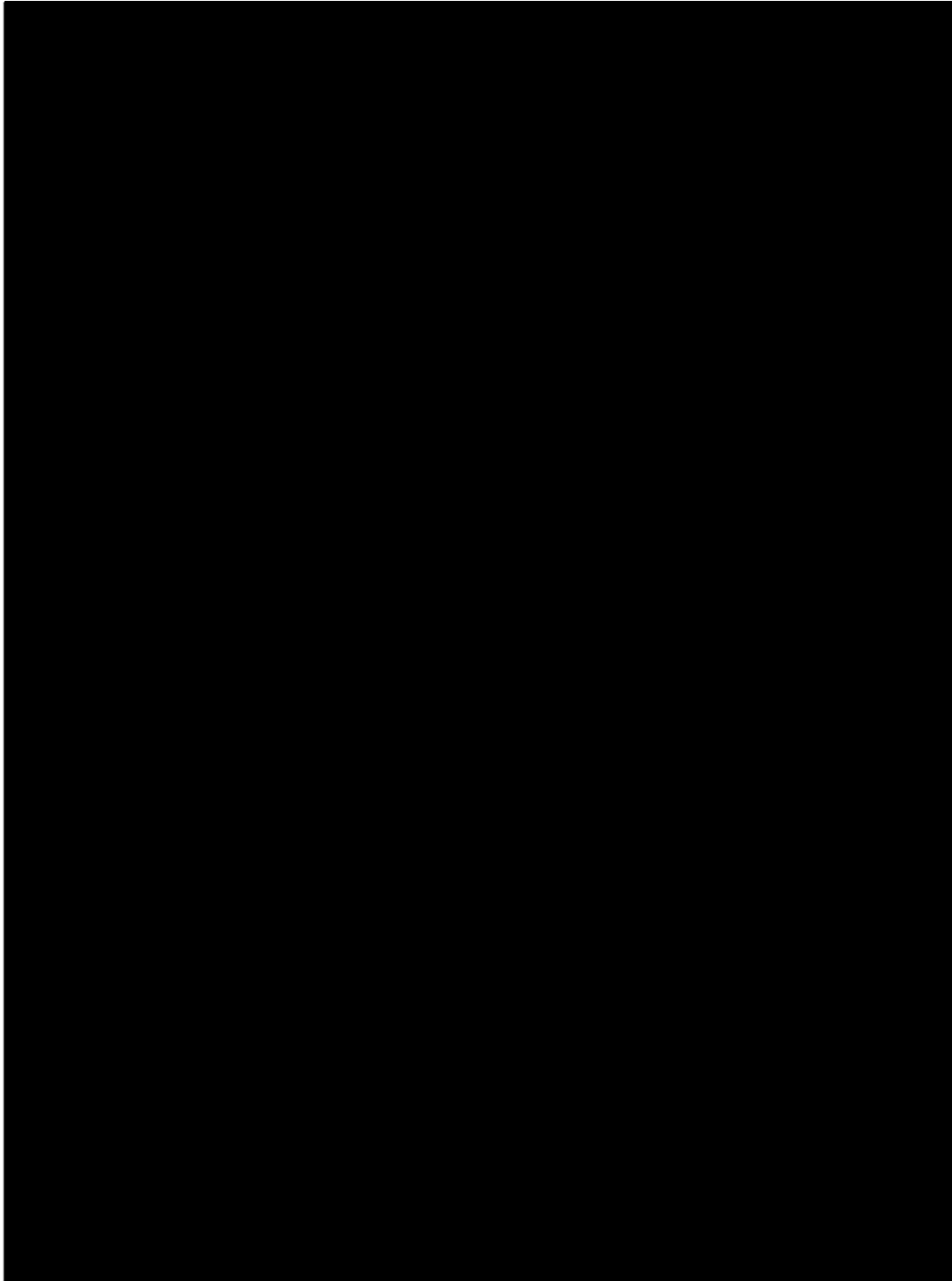
**Attachments to Exhibit 31,**  
**Section 31.4\_8\_Northport Option Agreement**



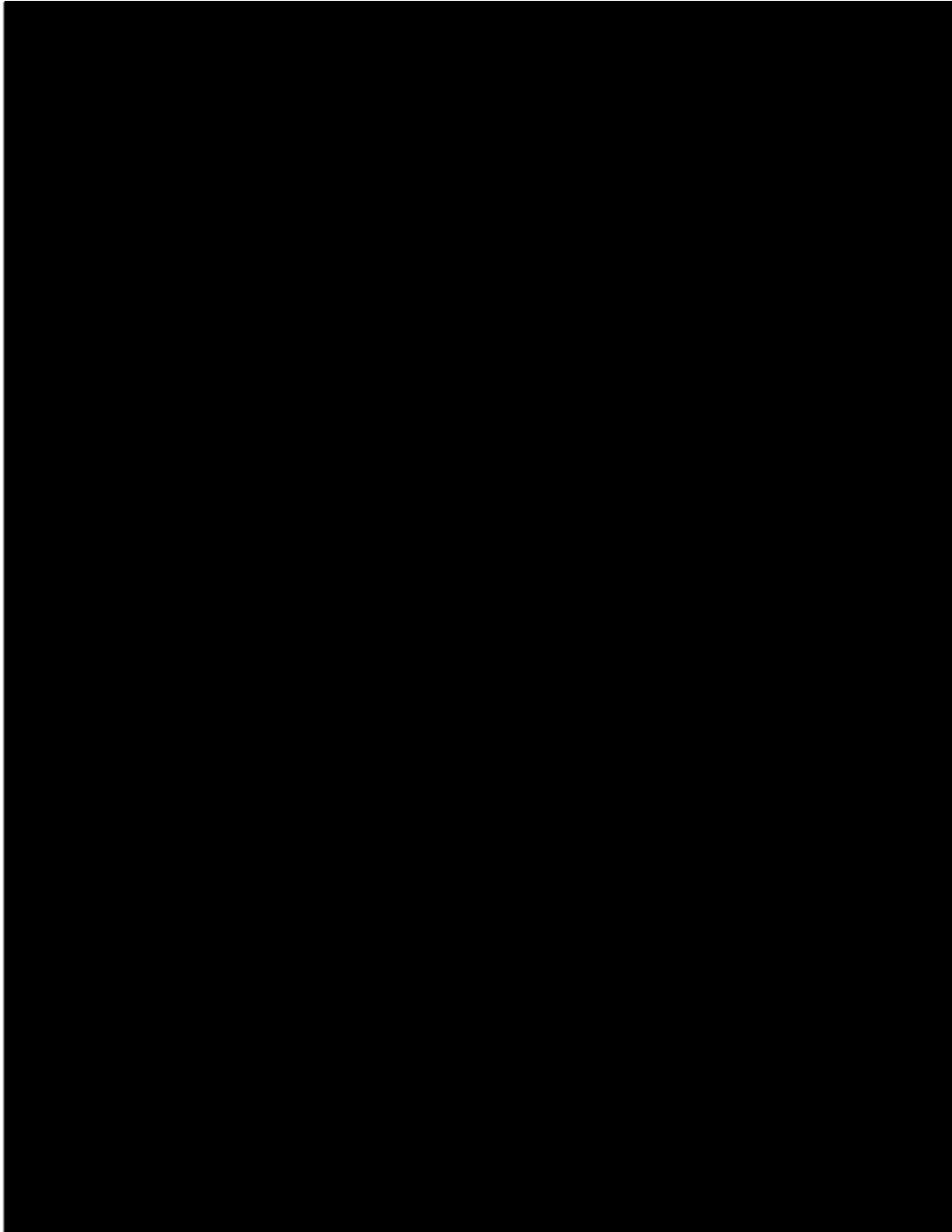
**Attachments to Exhibit 31,**  
**Section 31.4\_8\_Northport Option Agreement**



**Attachments to Exhibit 31,**  
**Section 31.4\_8\_Northport Option Agreement**



**Attachments to Exhibit 31,**  
**Section 31.4\_8\_Northport Option Agreement**



**Attachments to Exhibit 31,**  
**Section 31.4\_8\_Northport Option Agreement**

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

GRANTOR:

Lina Hussein

By: *lina husseini*  
lina.husseini@theratrue.com 2022-12-08 09:11

GRANTEE:

TheraTrue Alabama, LLC,  
an Alabama limited liability company

By: Tom Gretz  
Name: Tom Gretz  
Title: \_\_\_\_\_



**Attachments to Exhibit 31,**  
**Section 31.4\_8\_Northport Option Agreement**

**EXHIBIT A**  
**To Option to Lease Agreement**

**Legal Description**

The approximately 4,500 square feet of retail space located at 824 McFarland Ave, Northport, AL 35476, which real property is owned by Grantor and more particularly described as follows:

[to be inserted by Grantor]

**Attachments to Exhibit 31,**  
**Section 31.4\_8\_Northport Option Agreement**

**EXHIBIT B**

**To Option to Lease Agreement**

**LOI**

*[attached]*

48240367.3

**Attachments to Exhibit 31,**  
**Section 31.4\_8\_Northport Option Agreement**

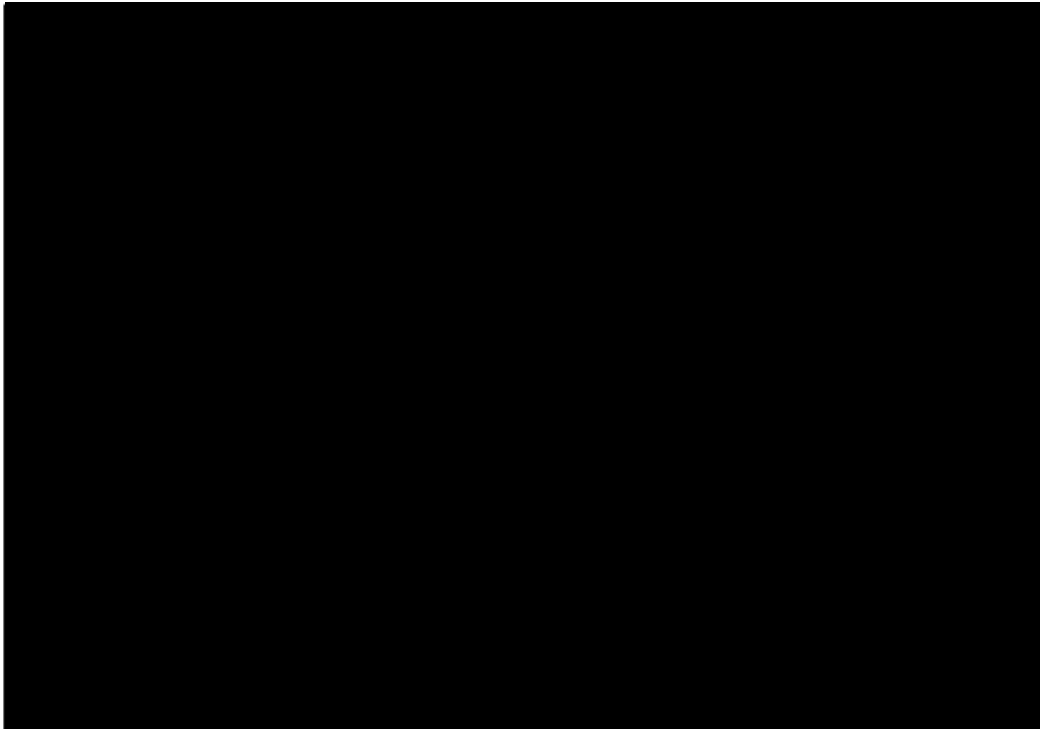
RE: 824 McFarland Ave, Northport, AL 35476

Dear Mark,

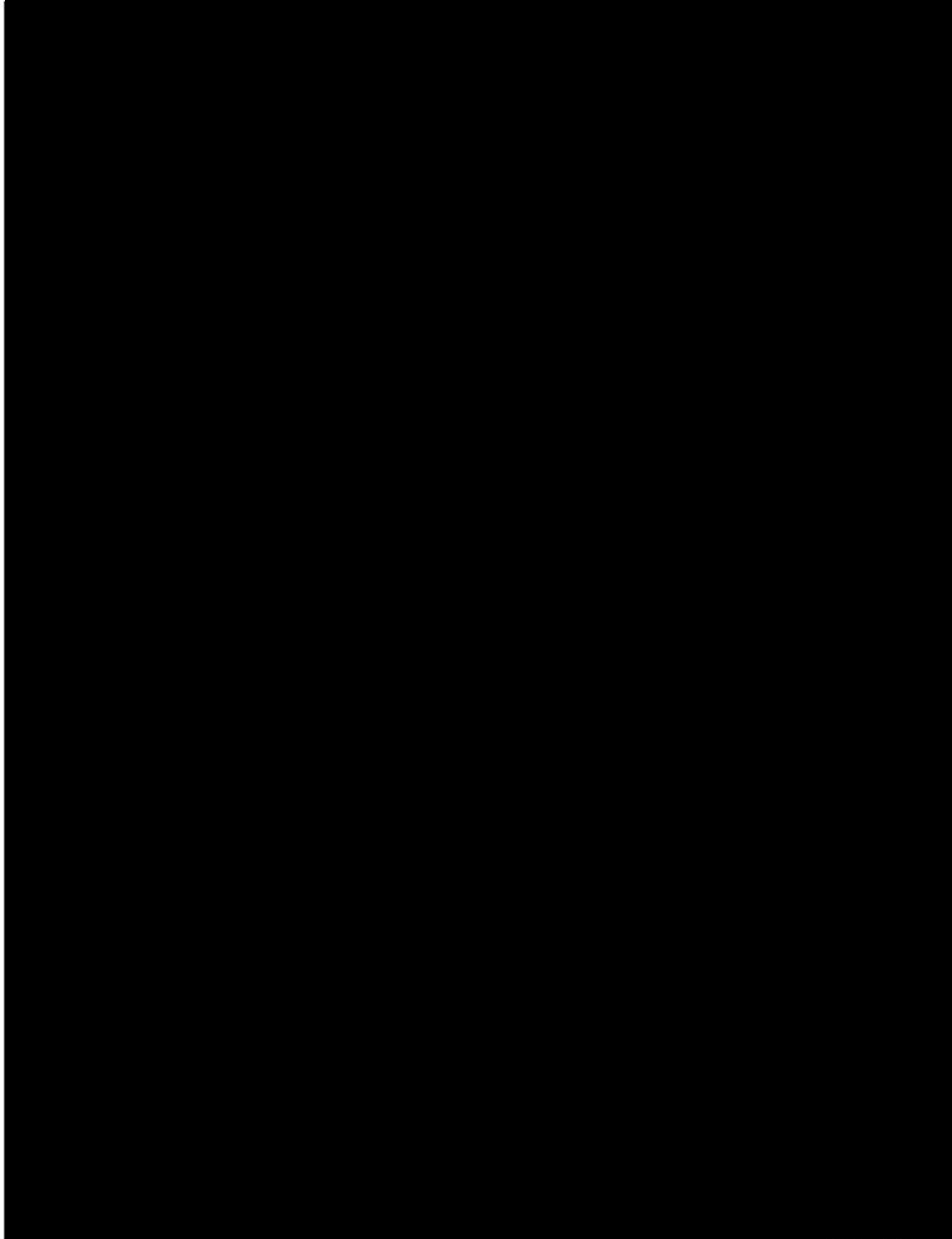
TheraTrue is a pre-licensed medical cannabis dispensary in the State of Alabama. The specific location is intended solely for the sale of finished products. TheraTrue sells cannabis-based therapeutics using familiar, non-invasive methods including, but not limited to, oils, lotions, and gel caps. TheraTrue's product mix provides a wide range of delivery methods that enable consistent, dependable dosage of carefully curated cannabinoid mixes for highly effective patient formulas.

TheraTrue is willing to enter into negotiations with the Landlord in connection with a potential lease of the above-referenced premises. This non-binding Letter of Intent summarizes an understanding of the principal terms and conditions of such potential lease and is the basis upon which TheraTrue would consider entering into a formal lease agreement.

Tenant Entity:                      TheraTrue or dba Therapy

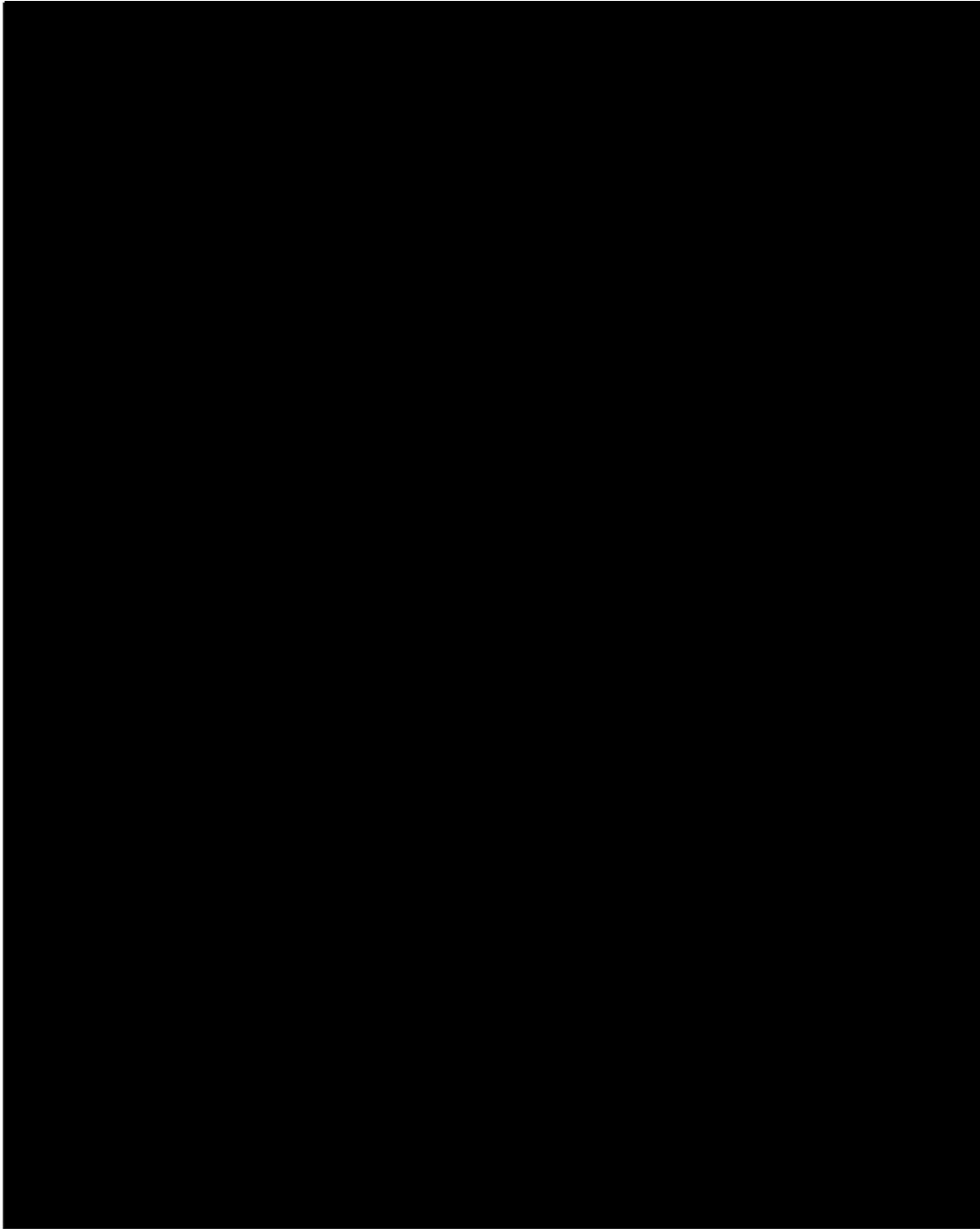


**Attachments to Exhibit 31,**  
**Section 31.4\_8\_Northport Option Agreement**

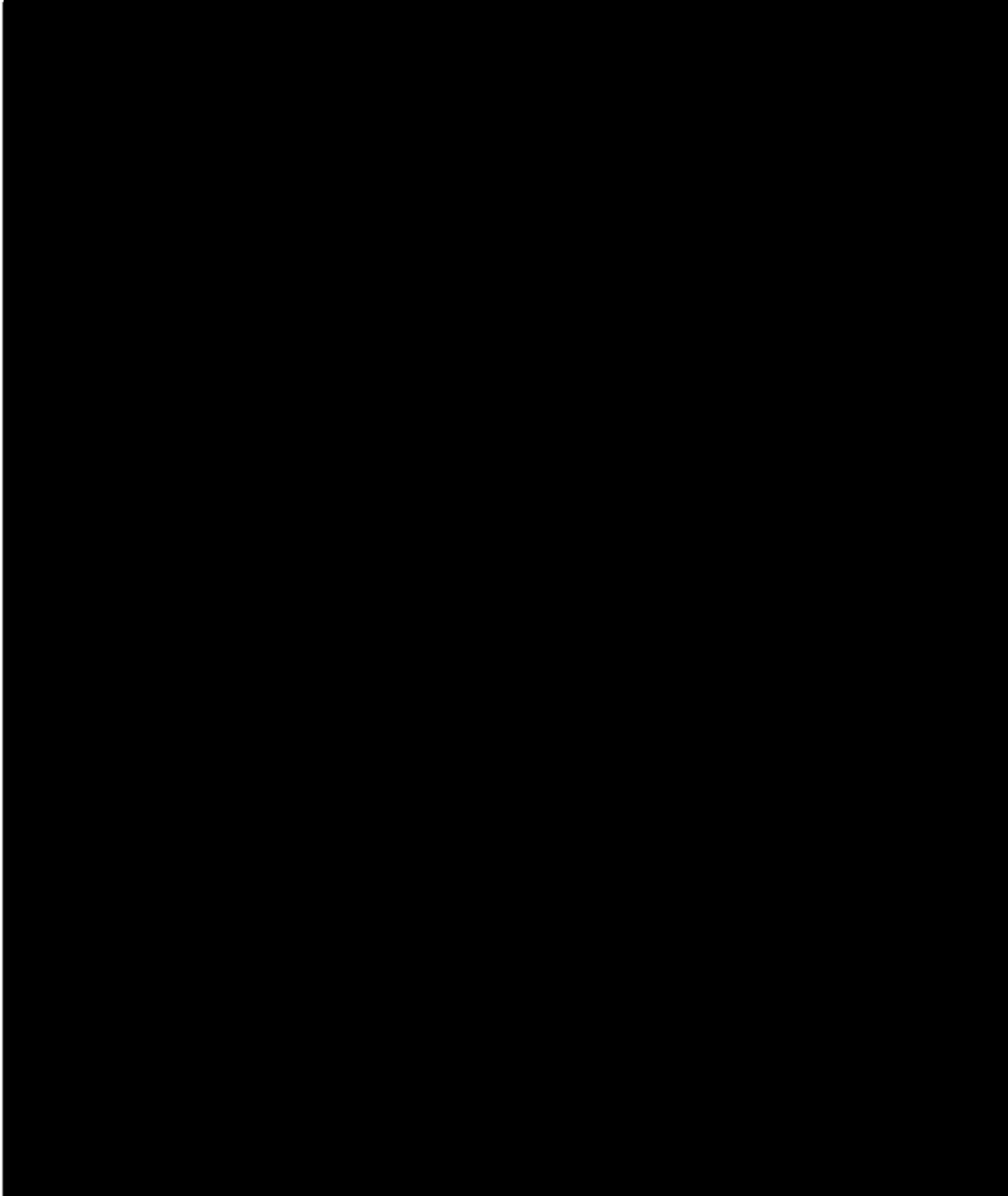


Page 2 of 6

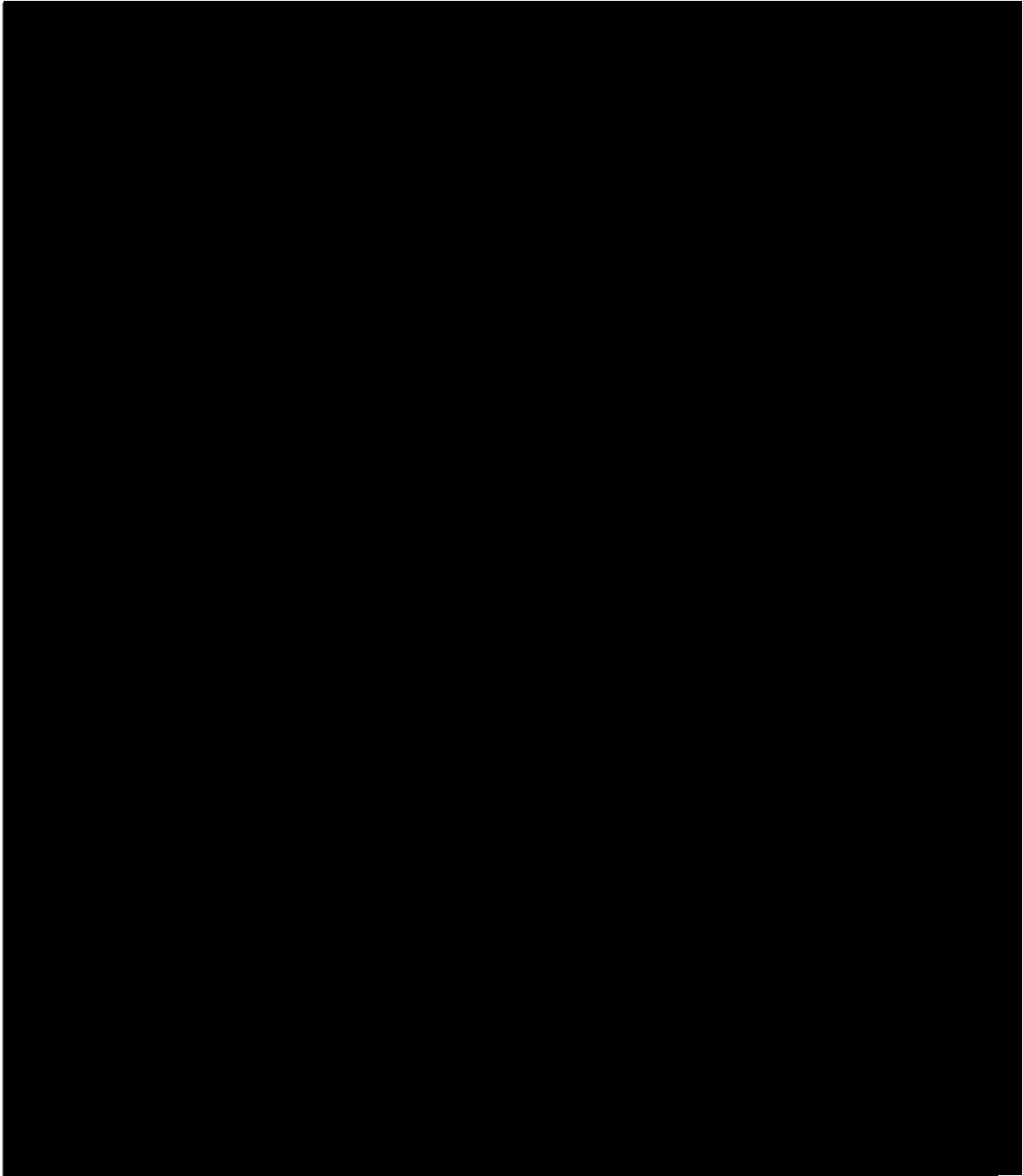
**Attachments to Exhibit 31,**  
**Section 31.4\_8\_Northport Option Agreement**



**Attachments to Exhibit 31,**  
**Section 31.4\_8\_Northport Option Agreement**



**Attachments to Exhibit 31,**  
**Section 31.4\_8\_Northport Option Agreement**



**Attachments to Exhibit 31,**  
**Section 31.4\_8\_Northport Option Agreement**

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

Signature: MOHAMED ALHFFAR  
MOHAMED ALHFFAR (Nov 11, 2022 16:31 CST)  
Email: retailworldmanagement@gmail.com



# Attachments to Exhibit 31, Section 31.4\_8\_Northport Option Agreement







## LOI- TheraTrue- 824 McFarland Blvd Northport AL28921

Final Audit Report

2022-11-11

Created:	2022-11-11
By:	Scott Dunavant (scottd@tsgnational.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5xIUHDyYWz1WHcQGNJfKsAkTNgkdVXRl

### "LOI- TheraTrue- 824 McFarland Blvd Northport AL28921" History

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2022-11-11 - 10:21:40 PM GMT
-  Document emailed to retailworldmanagement@gmail.com for signature  
2022-11-11 - 10:22:10 PM GMT
-  Email viewed by retailworldmanagement@gmail.com  
2022-11-11 - 10:24:26 PM GMT
-  Signer retailworldmanagement@gmail.com entered name at signing as MOHAMED ALHFFAR  
2022-11-11 - 10:31:33 PM GMT
-  Document e-signed by MOHAMED ALHFFAR (retailworldmanagement@gmail.com)  
Signature Date: 2022-11-11 - 10:31:35 PM GMT - Time Source: server
-  Agreement completed.  
2022-11-11 - 10:31:35 PM GMT

**Attachments to Exhibit 31,**  
**Section 31.4\_8\_Northport Option Agreement**

[left intentionally blank]

**Attachments to Exhibit 31,**  
**Section 31.4\_8\_Northport Option Agreement**

**EXHIBIT C**

**To Option to Lease Agreement**

**Form Memorandum of Option**

This instrument was prepared by:

\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_  
Telephone: \_\_\_\_\_

When recorded return to:

\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_  
Telephone: \_\_\_\_\_

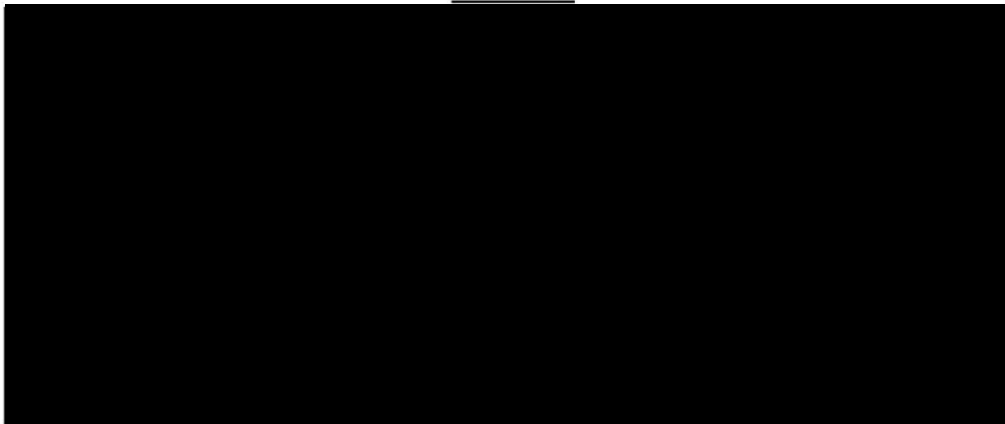
STATE OF ALABAMA

COUNTY OF TUSCALOOSA

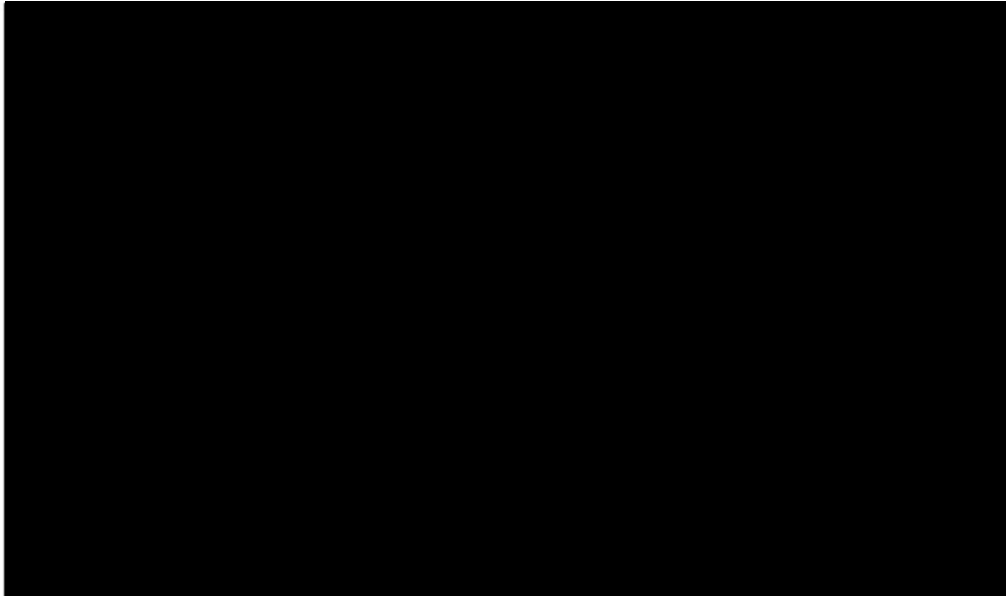
**MEMORANDUM OF OPTION**

THIS MEMORANDUM OF OPTION ("Memorandum") is executed dated this \_\_\_\_ day of \_\_\_\_\_, 20\_ ("Effective Date"), by and between \_\_\_\_\_ a \_\_\_\_\_ ("Grantor") and [\_\_\_\_\_] ("Grantee").

**RECITALS**



**Attachments to Exhibit 31,**  
**Section 31.4\_8\_Northport Option Agreement**



48240367.3





**Attachments to Exhibit 31,**  
**Section 31.4\_8\_Northport Option Agreement**

**Exhibit A**

**To Memorandum of Option**

**Legal Description of the Property**

# Attachments to Exhibit 31, Section 31.4\_8\_Northport Option Agreement







## Option Agreement - TheraTrue -Northport - Proposed Execution Version (002)

Final Audit Report

2022-12-28

Created:	2022-12-28
By:	Scott Dunavant (scottd@tsgnational.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEHU5wJnfyb9LxFlOUGBmtjtbOdURrcWf

### "Option Agreement - TheraTrue -Northport - Proposed Execution Version (002)" History

-  Document created by Scott Dunavant (scottd@tsgnational.com)  
2022-12-28 - 10:37:09 PM GMT
-  Document emailed to retailworldmanagement@gmail.com for signature  
2022-12-28 - 10:39:40 PM GMT
-  Email viewed by retailworldmanagement@gmail.com  
2022-12-28 - 10:39:55 PM GMT
-  Signer retailworldmanagement@gmail.com entered name at signing as lina husseini  
2022-12-28 - 10:40:51 PM GMT
-  Document e-signed by lina husseini (retailworldmanagement@gmail.com)  
Signature Date: 2022-12-28 - 10:40:53 PM GMT - Time Source: server
-  Agreement completed.  
2022-12-28 - 10:40:53 PM GMT

**Signature:**   
Thomas Gretz (Dec 28, 2022 12:55 EST)  
**Email:** tgretz@theratrue.com





# Attachments to Exhibit 31, Section 31.4\_8\_Northport Option Agreement


## Option Agreement - TheraTrue -Northport - Proposed Execution Version (002) - signed.doc

Final Audit Report


2022-12-29


Created:	2022-12-29
By:	Scott Dunavant (scottd@tsgnational.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3hVYb67m4UfMpfemB6SQRbnweRT7VoYT


### "Option Agreement - TheraTrue -Northport - Proposed Execution Version (002) - signed.doc" History


 Document created by Scott Dunavant (scottd@tsgnational.com)  
2022-12-29 - 5:52:01 PM GMT

 Document emailed to tgretz@theratrue.com for signature  
2022-12-29 - 5:52:32 PM GMT

 Email viewed by tgretz@theratrue.com  
2022-12-29 - 5:54:40 PM GMT

 Signer tgretz@theratrue.com entered name at signing as Thomas Gretz  
2022-12-29 - 5:55:43 PM GMT

 Document e-signed by Thomas Gretz (tgretz@theratrue.com)  
Signature Date: 2022-12-29 - 5:55:45 PM GMT - Time Source: server

 Agreement completed.  
2022-12-29 - 5:55:45 PM GMT

**Attachments to Exhibit 31,**  
**Section 31.4\_9\_Gadsden LOI**

Louise Jennings -McCullar  
Real Estate Southeast

via email: Louise@resellc.com

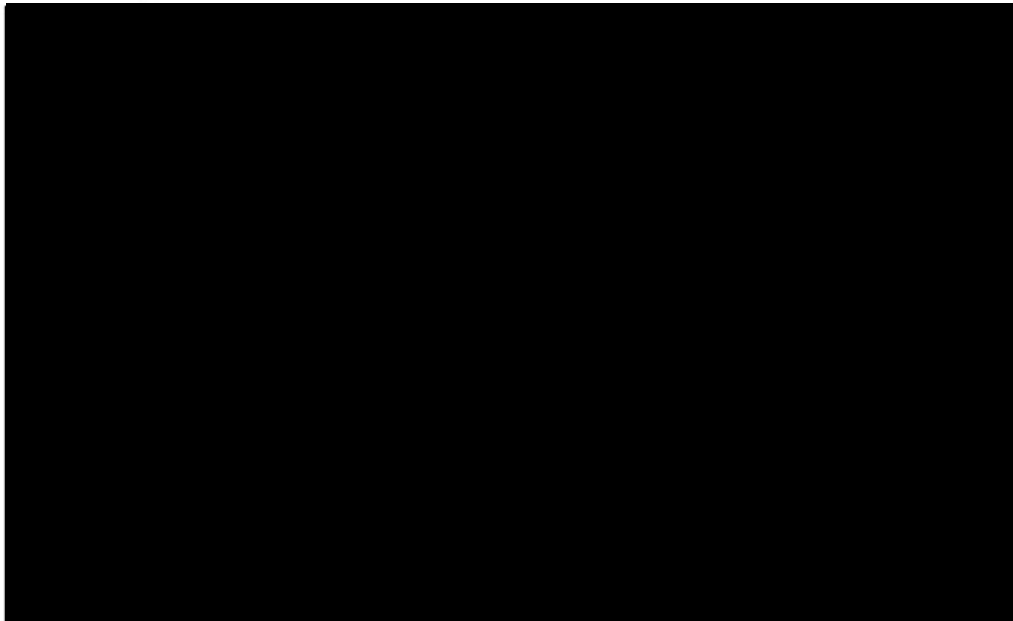
RE: 401-407 George Wallace Dr, Gadsden, AL 35903 (10A)

Dear Louise,

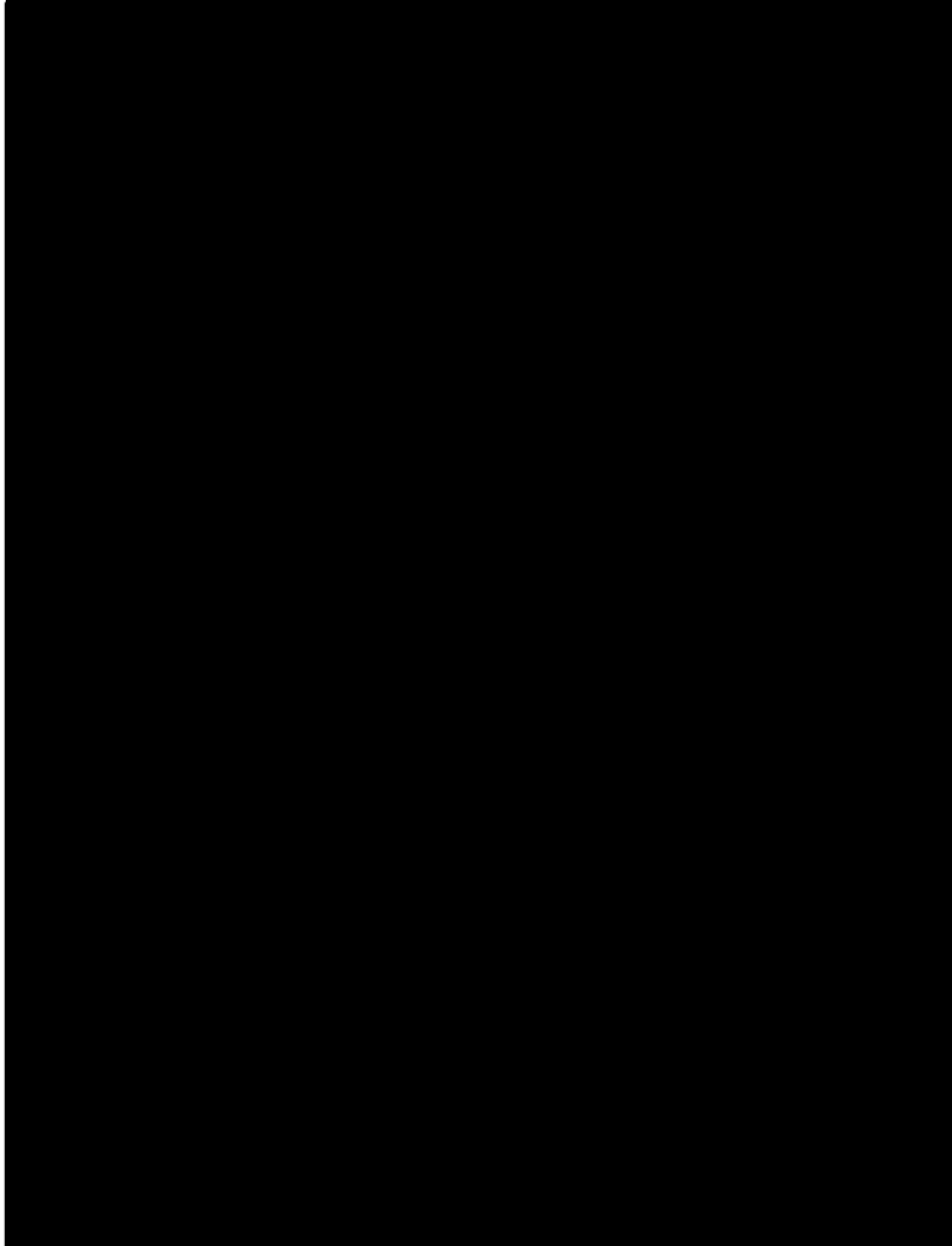
TheraTrue is a pre-licensed medical cannabis dispensary in the State of Alabama. The specific location is intended solely for the sale of finished products. TheraTrue sells cannabis-based therapeutics using familiar, non-invasive methods including, but not limited to, oils, lotions, and gel caps. TheraTrue's product mix provides a wide range of delivery methods that enable consistent, dependable dosage of carefully curated cannabinoid mixes for highly effective patient formulas.

TheraTrue is willing to enter into negotiations with the Landlord in connection with a potential lease of the above-referenced premises. This non-binding Letter of Intent summarizes an understanding of the principal terms and conditions of such potential lease and is the basis upon which TheraTrue would consider entering into a formal lease agreement.

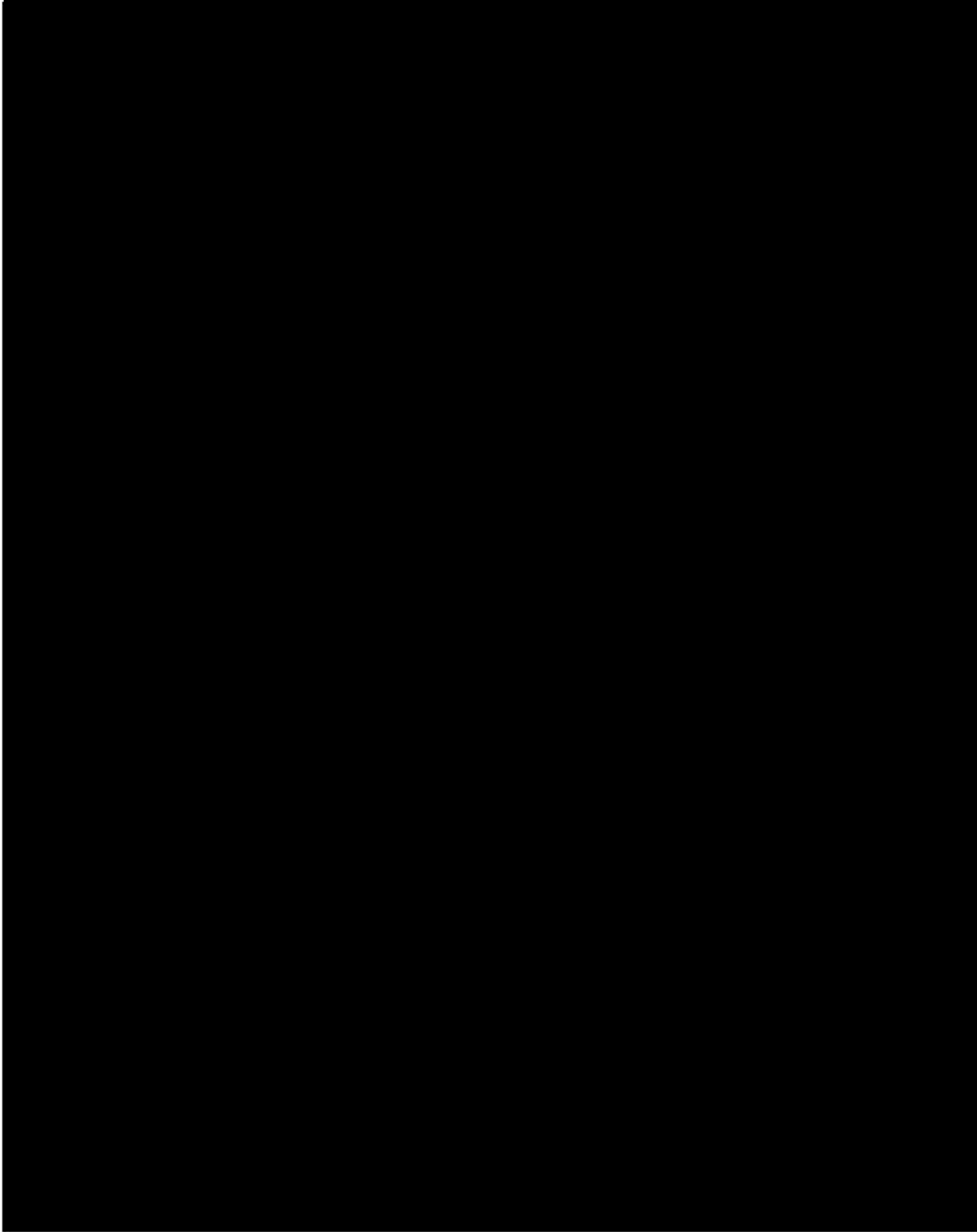
Tenant Entity: TheraTrue dba TheraTrue



**Attachments to Exhibit 31,**  
**Section 31.4\_9\_Gadsden LOI**

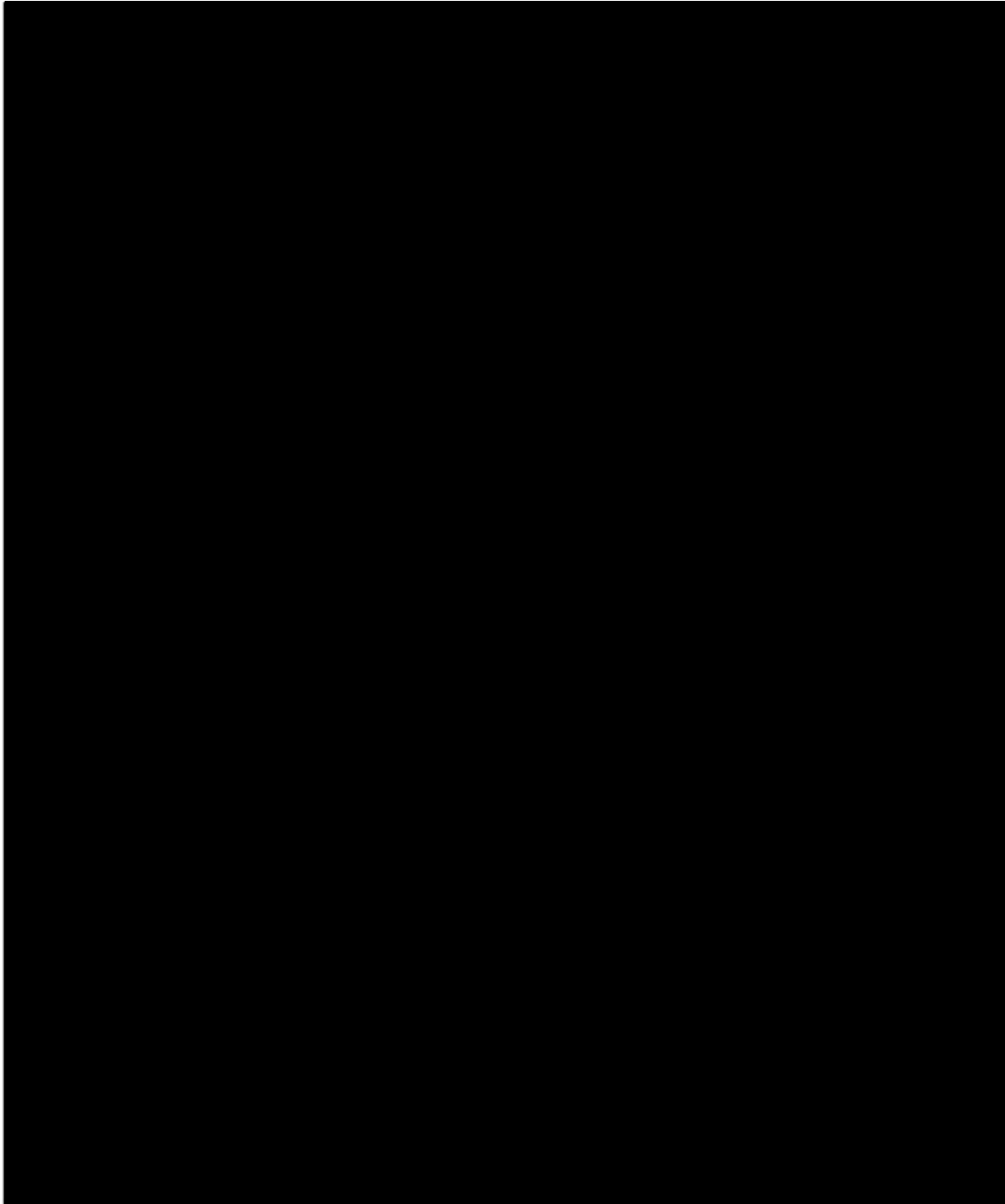


**Attachments to Exhibit 31,**  
**Section 31.4\_9\_Gadsden LOI**



Page 3 of 5

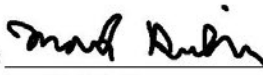
**Attachments to Exhibit 31,**  
**Section 31.4\_9\_Gadsden LOI**



**Attachments to Exhibit 31,**  
**Section 31.4\_9\_Gadsden LOI**

By: Tom Gretz  
Name: Tom Gretz  
Title: VP of Real Estate

LESSOR  
MR Stealth LLC

By:   
Name: Mark Rubin  
Title: Member

# **Attachments to Exhibit 31,** **Section 31.5\_1\_Birmingham\_Ordinances**

**CITY OF BIRMINGHAM**  
**Department Of Planning, Engineering & Permits**  
**710 North 20<sup>th</sup> Street**  
**City Hall | Room 210**  
**Birmingham, Alabama 35203**



**PUTTING PEOPLE FIRST**

RANDALL L. WOODFIN  
MAYOR

KATRINA THOMAS  
DIRECTOR

December 16, 2022

TheraTrue Alabama, LLC  
4062 Peachtree Rd NE Suite A300  
Atlanta, GA 30319

**RE: 1201 2<sup>nd</sup> Ave S Birmingham, AL 35233**

**PID# 29-00-01-2-024-001.000**

**ZCL#2022-00192**

To Whom It May Concern:

The property located at 1201 2<sup>nd</sup> Ave S is zoned M-1, Light Manufacturing District. Properties to the north, south, east & west are also zoned M-1. The property is located in the Five Points South Neighborhood and Council District 6. According to the City of Birmingham's Geographic Information System (GIS), the property is not located in a regulated floodplain. The property is located in the Midtown Commercial Revitalization District.

A Medical Cannabis Dispensary is permitted with conditions in this zoning district. The conditions include:

1. The applicant submits a statement from the Alabama Medical Cannabis Commission, AMCC, that the proposed facility meets requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agency, a letter stating that fact from this agency must be provided.
2. Medical Cannabis Dispensaries authorized pursuant to Ala. Code, 1975, § 20-2A-64, as now or hereafter amended, shall operate with the provisions of Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and shall comply with all Rules and Regulations of the Alabama Medical Cannabis Commission, AMCC. Except as specifically provided in this Section, Dispensaries shall be governed by the Medical Cannabis Act and the AMCC Rules.

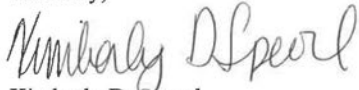
The City of Birmingham's Zoning Ordinance is available online at [www.birminghamal.gov](http://www.birminghamal.gov)

## **Attachments to Exhibit 31,** **Section 31.5\_1\_Birmingham\_Ordinances**

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This letter is only to confirm zoning information for the location provided in your request but does not verify that the location meets the spacing required for a dispensary. This letter does not approve the use of the medical cannabis dispensary at the above-mentioned address. All medical cannabis related uses in the City of Birmingham must be approved by the Alabama Medical Cannabis Commission and shall comply with the Rules and Regulations of the Alabama Medical Cannabis Commission.

Sincerely,



Kimberly D. Speer  
Zoning Administrator

The City of Birmingham's Zoning Ordinance is available online at [www.birminghamal.gov](http://www.birminghamal.gov)



**Attachments to Exhibit 31,**  
**Section 31.5\_1\_Birmingham\_Ordinances**

Oc04oca28jb.o1

RECOMMENDED BY: THE MAYOR AND  
THE PUBLIC SAFETY COMMITTEE

SUBMITTED BY: THE CITY ATTORNEY

**ORDINANCE NO. 22-142**

**AN ORDINANCE TO AUTHORIZE THE OPERATION OF MEDICAL CANNABIS DISPENSARIES WITHIN THE CORPORATE LIMITS OF THE CITY OF BIRMINGHAM, PURSUANT TO ALA. CODE, 1975, § 20-2A-51(c).**

**WHEREAS**, the Darren Wesley “Ato” Hall Compassion Act, codified at Ala. Code, 1975, § 20-2A-1, et seq. (the Act), authorizes the cultivation, processing, and sales of cannabis products for medical use by patients with a qualifying medical condition and a valid medical cannabis card; and

**WHEREAS**, the Act requires the Alabama Medical Cannabis Commission to adopt rules that ensure safety, security, and integrity of the operation of medical cannabis facilities and protect the health, safety, and security of the public, thus heavily regulating all aspects of the medical cannabis industry, including dispensary operations, (See §§ 20-2A-50 – 20-2A-68, Code of Alabama); and,

**WHEREAS**, the Alabama Medical Cannabis Commission published its rules adopted pursuant to Ala. Code, 1975, § 20-2A-53 on August 31, 2022, and will accept applications from October 31 through December 30, 2022; and,

**WHEREAS**, the Commission will deem applications complete and submitted on or about April, 13, 2023, and will open a public comment period on or about April 14, 2023 to accept comments from the public on all pending applications and may set a public hearing, at the Commission’s discretion, before the issuance of licenses on or after July 10, 2023; and,

**WHEREAS**, the number of licenses for dispensary facilities to be issued by the Commission is limited as follows:

Integrated Facilities – up to 5 licenses; each licensee authorized up to 5 dispensing sites located in separate counties

Dispensary – up to 4 licenses; each licensee authorized up to 3 dispensing sites located in separate counties

## **Attachments to Exhibit 31,** **Section 31.5\_1\_Birmingham\_Ordinances**

**WHEREAS**, a dispensary, including a dispensary under an Integrated Facility License may only operate in a municipality if the municipality has passed an ordinance authorizing the operation of dispensaries within the municipality's corporate limits; and

**WHEREAS**, the health care industry is a highly valued segment of the City of Birmingham's economy and includes world-renown health care resources, including hospitals, clinics, education, and research facilities and the valued professionals and support staff who care for patients from within the state, the nation, and from abroad; and,

**WHEREAS**, the operation of a medical cannabis dispensary within the corporate limits of the City of Birmingham will further expand opportunities for the City's flourishing health care industry and provide new options to care for patients with qualifying medical conditions; and,

**WHEREAS**, the operation of a medial cannabis dispensary will provide new economic and employment opportunities and new revenue through business licensing and other taxes; and,

**WHEREAS**, the Council of the City of Birmingham finds that it is in the best interest of the public health, safety, and welfare to authorize the operation of medical cannabis dispensing facilities within the City of Birmingham, subject to the strict regulation and oversight of the Alabama Medical Cannabis Commission.

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

### **SECTION 1.**

- (a) The operation of medical cannabis dispensaries within the corporate limits of the City of Birmingham is authorized, subject to any applicable zoning restrictions the City may adopt pursuant to Ala. Code, 1975, § 20-2A-51(c)(3).
- (b) The operation of any facility, regardless of type, licensed by the Alabama Medical Cannabis Commission within the City of Birmingham shall comply with the Commission's strict regulation and oversight and shall comply with all laws and ordinances for the operation of a business within the City, including, but not limited to business licensing and other required taxes, and with all applicable ordinances and codes for location, construction, and sanitation of business premises within the City of Birmingham.
- (c) This ordinance shall be interpreted with respect to the Darren Wesley "Ato" Hall Compassion Act, Ala. Code, 1975, § 20-2A-1, et seq. and the rules of the Alabama Medical Cannabis Commission, as either is now or may hereafter be amended.

### **SECTION 2.**

A certified copy of this ordinance shall be submitted within seven days of its adoption to the Alabama Medical Cannabis Commission by the City Clerk, as provided in Ala. Code, 1975, § 20-2A-51(c)(2). The City Clerk and the Director of the Department of Innovation and Economic Opportunity may cooperate to ensure and record the submittal of the ordinance.

**Attachments to Exhibit 31,**  
**Section 31.5\_1\_Birmingham\_Ordinances**

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**SECTION 3. SEVERABILITY.** The provisions of this ordinance are severable. If any part of this ordinance is determined by a court of competent jurisdiction to be invalid, unenforceable or unconstitutional, such determination shall not affect any other part of this ordinance.

**SECTION 4. EFFECTIVE DATE.** This ordinance shall be effective when published as required by law.

# **Attachments to Exhibit 31,** **Section 31.5\_1\_Birmingham\_Ordinances**

No29pep16kds.O1

Submitted by Valerie Abbott, Chair, PLANNING AND ZONING COMMITTEE

**Case No. ZAC2022-00016**

**ORDINANCE NO. 22-162**

**BE IT ORDAINED** by the Council of the City of Birmingham as follows:

**SECTION 1. BE IT ORDAINED** by the Council of the City of Birmingham that Title 1, Chapter 1: General Provisions and Definitions; Article II: Definitions; Section 1: Generally, of the City of Birmingham Zoning Ordinance, Ordinance No. 17-51, as amended, is hereby amended to read as follows:

### *Article III. Definitions.*

#### **Section 1. Generally.**

For the purpose of this Ordinance, certain terms and words are hereby defined. Any word used in this Ordinance not defined in this section will be defined by using "Webster's II New College Dictionary". Words used in the present tense shall include the future; the singular number shall include the plural and plural the singular; the word "building" shall include the word "structure" and the word "shall" is mandatory and not optional.

1. **Abutting.** Any property touching or sharing a common boundary. This term shall not be deemed to include parcels that are across a public street or right-of-way from each other.
2. **Accessory Structure.** Any subordinate structure that is incidental to the principal use of the premises and is located on the same lot as the related main use.
3. **Accessory Use.** Any use that is subordinate and incidental to the principal use of the premises.
4. **Adjacent.** Any property that is abutting or separated by a right-of-way.
5. **Adult.** A person 18 years of age or older.
6. **Adult Establishment.** Any "adult bookstore," "adult cabaret or dancing establishment," "adult motion picture theater," or any commercial establishment which presents material or exhibitions distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas," as defined below for observation by patrons therein.

#### **Specified anatomical areas.**

- (1) Less than completely and opaquely covered human genitals, pubic region, buttock,

## Attachments to Exhibit 31, Section 31.5\_1\_Birmingham\_Ordinances

- and female breast below a point immediately above the top of the areola; and
- (2) Human male genitals in a discernible turgid state, even if completely and opaquely covered.

**Specified sexual activities.**

- (1) Human genitals in a state of sexual stimulation or arousal;
  - (2) Acts of human masturbation, sexual intercourse or sodomy; and
  - (3) Fondling or other erotic touching of human genitals pubic region, buttocks, or female breast.
- a. **Adult bookstore.** An establishment having, as a substantial portion of its stock in trade available for purchase or rental, books, magazines, and other periodicals, novelty items, cassette tapes, videotapes, DVDs or films which are distinguished or characterized by their emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas", as defined above, or an establishment with a segment or section devoted to the sale, rental or display of such material.
  - b. **Adult cabaret or dancing establishment.** A cabaret or dancing establishment which regularly features live performances that are characterized by the exposure of "specified sexual activities" or by "specified anatomical areas," as described above.
  - c. **Adult motion picture theater.** An enclosed building used for presenting material distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas," as defined above, for observation by patrons therein.
  - d. **Adult Studio.** Any building or land used for the production of adult entertainment media, such as, video, webcams, webchat, or any other internet based adult entertainment that is used for the purpose of delivering adult entertainment to any audience via the internet or by any other means.
7. **Alabama Medical Cannabis Act or Medical Cannabis Act.** Alabama Act No. 2021-450, 2021 Regular Session of the Alabama Legislature, codified at Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and which may also be cited as "the Darren Wesley 'Ato' Hall Compassion Act".
  8. **Alabama Medical Cannabis Commission or AMCC.** The state agency established by Ala. Code, 1975, § 20-2A-20, et seq., as now or hereafter amended, to regulate the medical cannabis industry in Alabama.
  9. **Alabama Medical Cannabis Commission Rules or AMCC Rules.** Administrative rules promulgated by the AMCC pursuant to the Medical Cannabis Act at Title 538 of the Alabama Administrative Code, as now or hereafter amended.
  10. **Alley.** A public right-of-way providing access to the back or side of a premises that has primary frontage on a street.
  11. **Amphitheater.** Any premises or outdoor structure specifically designed and used as a place of assembly for purpose of entertainment.

## **Attachments to Exhibit 31,** **Section 31.5\_1\_Birmingham\_Ordinances**

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12. **Amusement (indoor).** The provision of entertainment or games of skill that is wholly enclosed in a building, such as bowling alleys, skating, billiards and pool halls, theaters, arcades, and similar types of amusement operations.
13. **Amusement (outdoor)** The provision of entertainment or games of skill where any portion of the activity takes place outside of a building, such as a stand-alone golf driving range, archery range, miniature golf course, or similar types of amusement operations. This use does not include a stadium, automotive or other types of racetracks, vehicular related activities or similar or related activities, or any uses listed within the Planned Recreational District (PRD) zoning district.
14. **Animal Boarding Facility.** Any building used for the temporary, indoor overnight boarding, care and grooming of domesticated dogs and cats.
15. **Animal Day Care.** Any building designated or arranged for the daytime care and grooming of domesticated dogs and cats. Does not include overnight boarding.
16. **Animal Kennel.** Any building(s), outdoor animal run or land designated or arranged for the care, breeding, boarding, training, or selling animals, primarily, but not limited to domesticated dogs and cats, whether by owners of such animals or by persons providing facilities and care, but shall not apply to the keeping of animals in a pet store, a laboratory for scientific or experimental purposes or in a veterinary establishment for the purpose of observation and/or recovery necessary to veterinary treatment.
17. **Apiary.** Any premises where bees are kept in hives or colonies for the production of honey.
18. **Appliance Repair.** Any building used for the repair of large appliances such as washing machine, refrigerator, and other similar items.
19. **Arena.** A large building with tiers of seats for spectators at sporting, entertainment or other recreational events.
20. **Automobile/Light Truck/Repair.** Any building used for the general repair or reconditioning of automobiles and engines, including but not limited to body, frame or fender straightening or repair, the reconditioning, repairing, sale, mounting, or installing of any tires, painting, or upholstery work, collision repair, vehicle steam cleaning, but excluding the assembly, disassembly, dismantling or salvage of automobiles, in whole or in part.
21. **Automobile Parking.** The use of property for parking or storage of operable automobiles and light trucks on a temporary basis. Such parking shall be for the use of licensed vehicles only and is not intended to include merchandise, vehicles for sale or vehicle repair.
22. **Automobile Sales.** A retail business which sells automobiles that is primarily housed in a structure and characterized by a mixture of secondary supporting uses; however, the principal

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use of the site shall be the marketing and outside display of automobiles, whether by sale, rental, lease or other commercial or financial means. Secondary supporting uses may include on-site facilities for the repair and service of automobiles previously sold, rented, or leased by the dealership. No visibly disabled vehicles shall be stored on the premises.

23. **Automobile Service.** Any building used for the replacement of any part, or repair of any part, to an automobile that does not require removal of the engine head or pan, engine transmission or differential, including, but not limited to oil change and lubrication, cooling, electrical, fuel and exhaust systems, wheel alignment and balancing, brake adjustment, relining and repairs, mufflers, batteries, tire services and sales, shock absorbers, installation of stereo equipment, car alarms or cellular phones, dispensing of gasoline and motor fuels at retail , but excludes dismantling, rebuilding, reconditioning, or salvage of automobiles, in whole or in part.
24. **Bakery, Retail.** Any building used to produce and sell, to the general public, baked goods including but not limited to bread, pies, bagels, pastries, cakes and cupcakes. Retail bakeries may have seating areas for customers where retail items can be purchased and consumed.
25. **Bakery, Wholesale.** Any building used to produce and sell at wholesale, to retailers, baked goods including but not limited to bread, pies, bagels, pastries, cakes and cupcakes.
26. **Bar.** Any building where liquor, beer or wine or any combination are served for consumption on the premises, with or without food.
27. **Bed and Breakfast Inn.** A premises where overnight accommodations and a morning meal in a dwelling unit provided to transient guests for compensation.
28. **Bed and Breakfast Inn, Historic.** A premises where overnight accommodations and a morning meal in a dwelling unit provided to transient guests for compensation within an owner-occupied dwelling in a local historic district or other historically significant structure.
29. **Block-face.** All the properties abutting one side of a street and lying between the two nearest intersecting streets or between the nearest intersecting street and any railroad right-of-way, unimproved land, watercourse or City boundary.
30. **Brewery.** Any building used for the production of beer that manufactures more than 40,000 barrels per year, with a barrel containing 31 U.S. liquid gallons. A brewery, actively and continuously engaged in the manufacture of alcoholic beverages on the manufacturer's licensed premises, may conduct tastings or samplings on the licensed premises, and for that purpose give away or sell alcoholic beverages manufactured there for consumption on only the premises where manufactured.
31. **Brewery, Micro.** Any building used for the production of beer that manufactures less than 40,000 barrels per year, with a barrel containing 31 U.S. liquid gallons. A micro-brewery, actively and continuously engaged in the manufacture of alcoholic beverages on the

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### Section 31.5\_1\_Birmingham\_Ordinances

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manufacturer's licensed premises, may conduct tastings or samplings on the licensed premises, and for that purpose give away or sell alcoholic beverages manufactured there for consumption on only the premises where manufactured.

32. **Brew Pub.** An establishment, meeting the qualifications of a brew pub under the State alcoholic beverage control laws in Title 28, Chapter 4A of the Code of Alabama 1975, as amended, where beer is actively and continuously manufactured or brewed, in a quantity not to exceed 10,000 barrels in any one year, for consumption on the premises or for sale to any designated wholesaler licensee for resale to retail licensees; and which contains a restaurant or otherwise provides food for consumption on the premises.
33. **Buffer.** An area located at the perimeter of the lot containing landscaping, berms, walls or fences that screen uses on adjacent properties from those uses occurring on the subject property.
34. **Building.** Any structure having a roof supported by columns and enclosed by walls designed or built for the support, enclosure, shelter, or protection of persons, animals, chattels, or property of any kind.
  - a. **Liner Building.** A building which is at least 24 feet deep, measured from the frontage façade, and masks a parking lot or parking structure from the frontage.
35. **Building Height.** The vertical distance from the grade level at the front façade to the highest point of the coping of a flat roof or to the deck line of a mansard roof, or to the average height between eaves and ridge for gable, hip and gambrel roofs.
36. **Bus Station.** A structure or building where City or intercity mass transit stops to pick up and drop off passengers. It is larger than a bus stop; bus station may include a terminal station for a number of routes, or a transfer station where the routes continue.
37. **Business Service.** The provision of services required for the day-to-day operation of a business such as, but not limited to, consulting service, photocopy or office supply.
38. **Business Service with Distribution.** The provision of business services that includes the warehousing and distribution of packages.
39. **Cannabis.** All parts of any plant of the genus cannabis, whether growing or not, including the seeds, extraction of any kind from any part of the plant, and every compound, derivative, mixture, product, or preparation of the plant; but excluding industrial hemp or hemp regulated under Ala. Code, 1975, § 2-8-11, as now or hereafter amended, and also excluding cannabis that is cultivated, processed, transported, stored, possessed, or used outside the Statewide Seed-to-Sale Tracking System (i.e., illicit cannabis), including but not limited to cannabis that once was included within and/or intended for placement on the Statewide Seed-to-Sale Tracking System (i.e., diverted cannabis).
40. **Car Wash, Automated.** A building or portion thereof containing facilities for washing



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passenger vehicles, using production-line methods with a chain conveyor, blower, steam cleaning device or other mechanical devices within a partially enclosed structure.

41. **Car Wash, Manual.** A building or portion thereof containing facilities for washing passenger vehicles by manually operated high-pressure wands and operations that are done by hand such as auto detailing.
42. **Chicken Coop.** A building where domesticated hens are kept and the fenced area around the coop, called a run.
43. **Child.** A person under 18 years of age.
44. **Child/Adult Care.** The provision of care for individuals, who are not related to the primary caregiver, for less than 24 hours per day. These following classes are referenced:
  - a. **Accessory Child/Adult Care Center.** A facility or licensed agency that provides for the care of children or adults for periods of less than 24 hours a day and is accessory to primary use of the lot.
  - b. **Adult Care Center.** A building or structure wherein an agency, association, organization, person or group of persons, whether established for financial gain or otherwise, regularly provides care for three or more adults.
  - c. **Child Care Center.** A facility or licensed agency that provides for the care of thirteen or more children for periods of less than 24 hours a day.
  - d. **Department of Human Resources (DHR).** State of Alabama or Jefferson County Department of Human Resources.
  - e. **Family Day/Night Care Home.** A child care facility which is the family home in which the operator resides and which receives not more than six children and is licensed as a Family Day / Night Care Home by DHR.
  - f. **Family Group Day/Night Care Home.** A child care facility which is the family home in which the operator resides and which receives not more than twelve children, and is licensed as a Family Group Day / Night Care Home by DHR.
  - g. **Substitute/Alternate.** A person employed by an adult or child care provider on a part-time basis who is available to act as a care giver in the absence of the operator.
  - h. **Zoning Certificate of Operation.** A certificate of operation, issued by the Department authorizing the operation of a child or adult care facility within the City.
45. **Clinic.** A facility for examining and treating patients with medical, addictive, mental or physical problems on an outpatient basis, including ambulatory care or similar medical services that require a stay of less than 24 hours.
46. **Cold Frame.** An unheated outdoor structure with a glass or clear plastic top that protects seedlings and plants from the cold.
47. **College or University.** An institution of higher education offering undergraduate or

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### Section 31.5\_1\_Birmingham\_Ordinances

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postgraduate degrees.

48. **Commercial Vehicle.** A commercial vehicle is any motor vehicle that has a capacity greater than one-ton or trailer over 14 feet such, but not limited to a truck, box truck, semi-truck, van, limousine, wrecker, coach or bus.
49. **Communal living facility.** Facilities in which four or more unrelated persons reside, including Assisted Living Facility, Boardinghouse, Nursing Home, Rehabilitation Facility, Sheltered Care Home, Transitional Home. Communal Living Facilities do not include child foster care facilities or facilities located in multi-family districts that are used for housing the mentally handicapped or mentally ill, where there are no more than 10 such people plus 2 unrelated persons to either the occupants of the facility or to each other. (Code of Alabama 11-52-75.1 and Board Case No. 84-95)
- a. **Assisted living facility.** Residencies for the frail elderly that provide rooms, meals, personal care, and supervision of self-administered medication. They may provide other services such as recreational activities, financial services and transportation.
  - b. **Boardinghouse.** A dwelling, or part thereof, in which for compensation lodging and meals are provided for four or more persons.
  - c. **Nursing home.** A home for the aged or infirm in which four or more persons not of the immediate family are received, kept or provided with food and shelter or care as part of convalescence, rehabilitation or hospice for compensation; but not including hospitals, clinics or similar establishments devoted primarily to the diagnosis and treatment of the sick or injured.
  - d. **Rehabilitation Facility.** A building used for the provision of treatment for addictive, mental or physical disabilities for 24 hours a day to four or more persons.
  - e. **Transitional home.** A facility in which four or more individuals live for a short period while receiving social psychological or similar therapy or counseling excluding jails, prisons, and other correctional institutions.
  - h. **Sheltered Care Home.** A dwelling for the sheltered care of persons with special needs, which, in addition to providing food and shelter, may also provide some combination of personal care, social or counseling services, and transportation.
50. **Community Garden.** A property used for cultivation and harvesting, for useful and productive purposes, food crops and/or ornamental crops for personal use, donation off-premise sale or on-premise sale in residential districts when a special exception is granted by the Board.
51. **Composting Facility (Solid Waste Treatment Facility).** A commercial or public solid waste processing facility where yard or garden waste, manure and other putrescible materials are transformed into soil or fertilizer by biological decomposition.
52. **Conditional Use.** A use or occupancy of a structure, or a use of land, permitted only upon review and approval of a site plan and subject to the limitations and conditions specified in Chapter 4, Article II of this Ordinance.

## **Attachments to Exhibit 31,** **Section 31.5\_1\_Birmingham\_Ordinances**

53. **Condominium.** The form of ownership of real or personal property or a combination thereof under a declaration providing for ownership of units of the property by one or more owners together with an undivided interest in common and limited common elements.
54. **Conservation Subdivision.** A residential development wherein a portion of the site is preserved as permanent undisturbed natural area, to continuously protect, environmental features. Conservation subdivisions are characterized by clustering of homes, reduced lot sizes, and provision of an undisturbed natural area to enable the preservation and maintenance of environmental features.
55. **Construction.** Is the development of physical improvements on a site such as, but not limited to, water and sewer lines, footings, and/or foundations. Clearing, grading, the storage of building materials or the placement of temporary structures on a site shall not constitute beginning construction.
56. **Contractor Yard.** The construction and incidental storage activities performed by construction contractors on lots other than construction sites.
57. **Convenience Store.** A retail establishment selling primarily food products household items, newspapers, and magazines, candy, and beverages and in which gasoline and other motor fuels, are dispensed at retail, by use of fixed approved dispensers. Convenience stores may include an automated car wash for washing one automobile at a time, within an enclosed building.
58. **Convention Center.** Any building designed and used to accommodate 1,000 or more persons and used for conventions, conferences, seminars, product displays, recreation activities, and entertainment functions, along with accessory functions including food and beverage preparation and service for on-premise consumption.
59. **Cottage Development.** A grouping of single-family dwellings clustered around a common area, in which not all lots front on a public street and is provided access by a shared driveway or alley.
60. **Country Club/Golf Course/Swim or Tennis Club.** A public or private establishment operated for the purpose of playing golf, swimming or playing tennis that may include an accessory office, retail pro shop, restaurant, banquet facilities, lounge, golf driving range, caretaker's dwelling unit, and golf/tennis academy.
61. **Dairy, Factory.** A building where raw milk is processed into milk, butter, yogurt, cheese or other dairy product.
62. **Dairy, Farm.** Any premises where milk is harvested from cows.
63. **Director.** The Director of the Department of Planning, Engineering and Permits of the City

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of Birmingham, or his designee.

64. **Distillery.** Any building used for the production of liquor in quantities exceeding 1,000 barrels per month, with a barrel containing not more than 55 U.S. liquid gallons. A distillery, actively and continuously engaged in the manufacture of alcoholic beverages on the manufacturer's licensed premises, may conduct tastings or samplings on the licensed premises, and for that purpose give away or sell alcoholic beverages manufactured there for consumption on only one premises where manufactured.
65. **Distillery, Artisanal.** Any building used for the production of liquor in quantities not to exceed 1,000 barrels per month, with a barrel containing not more than 55 U.S. liquid gallons. An artisanal distillery, actively and continuously engaged in the manufacture of alcoholic beverages on the manufacturer's licensed premises, may conduct tastings or samplings on the licensed premises, and for that purpose give away or sell alcoholic beverages manufactured there for consumption on only one premises where manufactured.
66. **District.** A classification for which the zoning regulations governing the use of buildings and premises, the height and location of buildings, the size of yards, and the intensity of use are compatible.
67. **Donation Box.** A temporary accessory structure placed by a non-profit in a side or rear yard of certain commercial and industrial districts to collect clothing and other household items.
68. **Donation Center.** A facility located on the premises of a principal institutional use where donated items including clothing, furniture, house wares, small electrical appliances, household textiles, toys, and other small household items are collected.
69. **Dressmaker/Tailor/Millinery.** An establishment for producing clothing and hats for individuals at retail only.
70. **Drive-In/Drive-Through.** Any establishment where services are rendered or items are sold, for consumption on-site or off-site, and orders are made from a car to a server at a window, or via a speaker and receiver, or via an automated device.
71. **Driving Range, Free-Standing.** A facility equipped with distance markers, clubs, balls, and tees for practicing golf drives and putting, and which may include a snack-bar and pro-shop, but excludes miniature golf courses and "putt-putt" courses.
72. **Dwelling, Accessory.** One or more rooms located within an accessory structure and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating purposes that supports only one family. Accessory dwellings are subject to conditions listed in Chapter 4, Article IV, Section 2, Item B.
73. **Dwelling, Caretaker.** A residence, incidental to a principal use, for an on-site manager, security guard or caretaker employed on the premises.

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74. **Dwelling, Single-Family Detached.** A building containing one dwelling unit and that is not connected to any other dwelling or principal building and designed for or occupied exclusively by one family.
75. **Dwelling, Townhouse.** A building on its own recorded lot connected to another primary structure occupied exclusively by one family that is attached by common walls to a like building. See Chapter 4, Article II, Section 2.
76. **Dwelling, Duplex, Triplex, Quadplex.** A building divided horizontally or vertically containing two, three or four dwelling units respectively on one lot where each unit independently supports one family.
77. **Dwelling, Multiple-Family.** A building containing five or more dwelling units.
78. **Dwelling Unit, Other.** One or more rooms located within a building and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating purposes that supports only one family.
79. **Electronics Repair.** Any building used for the repair of small electronics such as personal computers, phones, and other small electronics.
80. **Event Center.** Any building where the primary use is staging of temporary events, and may be operated by a vendor for the purpose of renting space for private functions.
81. **Façade.** That portion of any exterior elevation on a building extending from grade to top of the parapet, wall, or eaves and the entire width of the building elevation.
82. **Family.** One or more persons occupying a dwelling and living as a single housekeeping unit, all of whom or all but two of whom are related to each other by birth, adoption or marriage as distinguished from a group occupying a communal living facility.
83. **Farmer's Market.** Premises where outdoor sales sanctioned by the State of Alabama Farmer's Market Authority, consisting of whole uncut produce, ornamental crops and value-added agricultural products such as baked goods, jams and jellies, pickles and relish, dried fruits, syrups and honey, eggs, meat, nuts and handmade art and crafts.
84. **Fence or Wall.** A structure, solid or otherwise, erected, placed, or constructed on a property, which is intended to be a barrier, boundary, enclosure, privacy feature, or decorative item. It is characteristic of such an item that it is normally a separate "stand-alone" structure, erected along the perimeter (or close to the perimeter) of a property.
85. **Financial Institution.** Any building, room, space or portion thereof where an establishment provides a variety of financial services, and are limited to, federally insured banks, credit

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unions, and mortgage companies.

86. **Fitness Center.** A building and premises containing recreational facilities such as gymnasiums, swimming pools or playing fields that is available to the membership of a club.
87. **Flea Market.** Premises where outdoor sales consisting of individual stalls used for selling various types of merchandise such as used household items, and cut-rate goods.
88. **Fraternity/Sorority House.** Living quarters that may be used for gathering or entertaining for private social organizations serving students of colleges or universities and located on the campus as depicted on the approved master plan of the college or university.
89. **Frontage.** The area between a building frontage façade and a path, passage, waterbody, civic space, or the curb (or if there is no curb, the edge) of the vehicular lanes of a thoroughfare having vehicular lanes, inclusive of the built and planted components of such area. Frontage is divided into private frontage and public frontage.
90. **Frontage Façade.** A façade that is set along a frontage line.
91. **Frontage Façade Void Area.** The area of a frontage façade not comprised of walls; including windows, doors and other openings in the wall. Frontage façade
92. **Funeral Home.** A building designed for the purpose of furnishing funeral supplies and services to the public and includes facilities for the preparation of the human body for interment and/or cremation.
93. **Furniture Store.** A retail store where furniture is displayed, stored and offered for sale.
94. **Garage, private.** An accessory building or part of a principal building designed or used for the storage of motor-driven vehicles owned and used by the occupants of the building to which it is accessory.
95. **Garage Sale/Yard Sale.** A sale of personal property by homeowner or occupant of real property.
96. **Grade Level.** For buildings the average level of the finished ground surface at the front façade of a building. For signs, trees, landscaping and light fixtures, the level of finished ground surface at the base of the sign, tree, plant or fixture.
97. **Greenhouse/Hoophouse.** A temporary or permanent structure where plants are cultivated and that is typically made of, but not limited to, glass, plastic, piping, translucent plastic or fiberglass.
98. **Greenway.** An open space conservation area that provides passive recreational

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opportunities, pedestrian and/or bicycle paths, and/or the conservation of open spaces or natural areas.

99. **Gross Floor area.** The gross horizontal areas of all floors, measured from the exterior faces of the exterior walls of a building, and any outdoor seating area or patio used by restaurants or bars.
100. **Heavy Equipment Sales and Service.** The retail or wholesale sale or rental of heavy motorized vehicles or equipment, along with service, repair or maintenance such as, but not limited to construction equipment rental yards, tractor-trailers, semi-trailers, buses, and farm equipment.
101. **Heliport.** Any premises used for landing helicopters for loading and unloading of occupants of the aircraft, excluding maintenance and fueling.
102. **Home Improvement Store.** The retail sale of a diverse range of hardware and related materials generally used in the maintenance, repair or construction of buildings or other structures, including lawn and garden supplies, and may include outside display of finished product or packaged materials.
103. **Home Occupation:** An activity carried out for financial gain by a resident, with an approved business license from the City, and conducted entirely within the resident's dwelling unit. Home occupations are accessory, incidental, and secondary to the use of the building for dwelling purposes and does not change the essential residential character or appearance of such building.
104. **Hospital.** Any institution, building or other premises established for the maintenance, observation, medical or dental care and supervision and skilled nursing care of persons suffering from sickness, disease or injury or for the convalescent or chronically ill persons.
105. **Hotel/Motel.** An establishment offering sleeping accommodations to guests. Hotels may include, as an integral part of operations, a restaurant, bar, conference rooms, banquet or ballrooms, gift shop, recreation facility and a caretaker dwelling.
106. **Internment, Cemetery.** Any land used for the interment of the dead which may include buildings for the purpose of preparing the dead for interment or cremation and structures such as mausoleums and columbariums.
107. **Internment, Columbarium.** A structure designed to store the ashes of human remains that have been cremated, in niches or cinerary urns.
108. **Internment, Mausoleum.** A building or other structure used as a place for the interment of the dead in sealed crypts or compartments.

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109. **Junkyard, general.** A premises used for the outside storage or placement of used and/or damaged materials and items.
110. **Junkyard, vehicular.** A premises used for the outside placement, storage, parking, dismantling, or disassembling of any disabled or inoperable vehicles, or parts thereof, including, but not limited to motors, tires, wheels, axles, transmissions and other accessories.
111. **Landfill.** A method of compaction and earth cover of solid wastes that does not contain garbage or other putrescible wastes, including, but not limited to, tree limbs and stumps, demolition materials, incinerator residues, and like materials not constituting a health or nuisance hazard, such as hazardous waste or medical waste, where cover need not be applied on a per day used basis.
112. **Landfill, Sanitary.** A controlled area of land upon which non-hazardous and non-medical farm, residential, institutional, commercial or industrial solid waste is deposited and is covered with compacted earth each day as deposited, with no on-site burning of wastes, and so located, contoured, and drained that it will not constitute a source of water pollution as determined by the Alabama Department of Environmental Management (ADEM).
113. **Landscape Plan.** A document, prepared by an Architect, Landscape Architect or other design professional with special knowledge of landscaping standards, that depicts location, character and extent of landscaping, and shall include plant location, corresponding plant schedule, planting instructions, and must include a combination of shrubs, trees and ground cover.
114. **Laundry Plant.** Any building or structure in which articles of clothing and goods are subjected to the process of dry cleaning, and pressing of such articles.
115. **Legal Non-conforming use.** The use of any building or land which was lawful prior to the adoption or amendment of this Ordinance or does not conform to the amendments of this Ordinance or to the present requirements of the applicable district, or a use that has been granted resumption of legal non-conforming use by the Zoning Board of Adjustment (Board), but that is in compliance with Chapter 9, Article VII.
116. **Livestock Barn.** Any structure or premises used for the boarding, breeding and/or raising of domestic livestock (excluding swine, sheep and goat), whether by owners of such animals or by persons providing facilities and care.
117. **Lot.** A plot, unit, or other portion of land in a subdivision or plat of land, having its principal frontage on a street, except that cottage subdivisions may have a portion of the units face interior common area and up to 20 percent of lots in character districts may have frontage on a path or passage if such lots have legal and physical vehicular access to a vehicular thoroughfare via driveway or easement, separated from other such portions by description on a record of survey map, for the purpose of ownership, sale, occupancy, use, construction or development, separate from other lands.



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118. **Lot, corner.** A lot abutting upon two or more streets at their intersection.
119. **Lot, through.** A lot other than a corner lot abutting two streets.
120. **Lot of record.** A lot recorded in the office of the probate judge in the county where it is located prior to the adoption of subdivision regulations. If a portion of a lot or parcel has been conveyed prior to adoption of subdivision regulations, the remaining portion of such lot shall also be considered a lot of record.
121. **Lot width.** The width of the lot at the front building setback line.
122. **Manufactured Home.** A pre-fabricated dwelling unit that must have a Federal Manufactured Home Construction and Safety Standards label, a HUD label of approval and manufactured date later than June 15, 1976, and an Alabama Manufactured Housing Commission insignia and date plate.
123. **Manufacturing, Heavy.** The manufacture or compounding process of raw materials. These activities or processes may necessitate the storage of large volumes of highly flammable, toxic matter or explosive materials needed for the manufacturing process, and may generate dust, odor, heat, glare and vibration. These activities may involve outdoor operations as part of their manufacturing process. Typical heavy manufacturing uses include but are not limited to: concrete batch plants; concrete, tile, or brick manufacturing; automobile, truck, and tire assembly; ammonia or chlorine manufacturing; metal casting or foundries; gas manufacturing; grain milling or processing; metal or metal ore production, refining, smelting, or alloying; petroleum or petroleum product refining; boat, pool and spa manufacturing; slaughtering of animals; glass manufacturing; paper manufacturing; manufacturing of raw materials into compost, and wood or lumber processing.
124. **Manufacturing, Light.** The manufacture, predominately from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment and packaging of such products, and incidental storage, sales and distribution of such products, but excluding basic industrial processing. These activities do not necessitate the storage of large volumes of highly flammable, toxic matter or explosive materials needed for the manufacturing process. Typical light manufacturing uses include but are not limited to: electronic goods; food and bakery products; non-alcoholic beverages; alcoholic beverages; dry cleaning plants; paper imprinting; household appliances; leather products; jewelry; food and bakery products; and clothing apparel.
125. **Manufacturing, Specialized.** Facilities engaged in the assembly, design, repair, or testing of: analyzing or scientific measuring instruments; semiconductor and related solid state devices, including but not limited to: clocks, integrated microcircuits, jewelry, medical, musical instruments, photographic or optical instruments, or timing instruments, and assembly of hand held finished products or any custom architectural or artisan industry,

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characterized as light industry, that does not have an ADEM permit for pollution release or noise, odor, illumination, trucking, or other adverse impacts to surrounding uses.

126. **Market Manager.** Individual that is responsible for the operation of a Farmer's and/or Public Market.
127. **Medical Cannabis.** A medical grade product grown and processed within the State of Alabama, in one of the approved forms set forth in Ala. Code, 1975, § 20-2A-3(14), as now or hereafter amended, that contains a derivative of cannabis for medical use by a registered qualified patient pursuant to the Medical Cannabis Act and the AMCC Rules.
128. **Medical Cannabis Cultivator.** An entity licensed by the AMCC (or, as applicable, the Department of Agriculture and Industries) under Ala. Code, 1975, § 20-2A-62, as now or hereafter amended, authorized to grow cannabis pursuant to the Medical Cannabis Act, the AMCC Rules, and the rules of the Alabama Department of Agriculture and Industries at Title 80 of the Alabama Administrative Code, as now or hereafter amended.
129. **Medical Cannabis Dispensary.** An entity licensed by the AMCC under Ala. Code, 1975, § 20-2A-64, as now or hereafter amended, authorized to dispense and sell medical cannabis at dispensing sites to registered qualified patients and registered caregivers pursuant to the Medical Cannabis Act and the AMCC Rules.
130. **Medical Cannabis Integrated Facility.** An entity licensed under Ala. Code, 1975, § 20-2A-67, as now or hereafter amended, authorized to perform the functions of a cultivator, processor, secure transporter, and dispensary pursuant to the Medical Cannabis Act and the AMCC Rules.
131. **Medical Cannabis Processor.** An entity licensed by the AMCC under Ala. Code, 1975, § 20-2A-63, as now or hereafter amended, authorized to purchase cannabis from a cultivator and extract derivatives from the cannabis to produce a medical cannabis product or products for sale and transfer in packaged and labeled form back to the contracting cultivator, if applicable, or to a dispensary site or integrated facility where the packaged and labeled product may be offered for sale at a dispensary site to holders of a valid, unrevoked and unexpired Medical Cannabis Card, pursuant to the Medical Cannabis Act and the AMCC Rules.
132. **Medical Cannabis Secure Transporter.** An entity licensed by the AMCC under Ala. Code, 1975, § 20-2A-65, as now or hereafter amended, authorized to transport cannabis or medical cannabis from one licensed facility or site to another licensed facility or site pursuant to the Medical Cannabis Act and the AMCC Rules.
124. **Medical Cannabis State Testing Laboratory.** An entity licensed under Ala. Code, 1975, § 20-2A-66, as now or hereafter amended, authorized to test cannabis and medical cannabis to ensure the product meets safety qualifications and efficacy requirements pursuant to the Medical Cannabis Act and the AMCC Rules.

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125. **Medical Lab.** A facility for analytic or diagnostic research or investigation of a medical nature on blood, tissue, or other human or animal components, but not for the production of a product.
126. **Mini-storage Warehouse.** A building or group of buildings containing separate, individual spaces available for lease or rent for storage purposes only.
127. **Mixed-Use Development.** Premises that integrates a combination of retail, office, residential, hotel, recreation or other function.
128. **Mobile Grocery Store.** A motorized vehicle, trailer, or other portable unit drawn by a motorized vehicle from which food items are sold or distributed. The mobile grocery store may not exceed 26 feet in length. No preparation or assembly of food items or beverages may take place from the unit. Food items may include fresh fruit, vegetables, meat, dairy, pantry staples, or small household items. A mobile grocery store shall not be allowed to operate in the City's right-of-way without authorization or permission from the City.
129. **Motor Freight, Distribution.** Facilities engaged in the shipment of goods from shippers to receivers for a charge including the services of other transportation establishments to effectuate delivery.
130. **Nursery.** Any premises used for the retail and wholesale sale of plants grown on or off site, as well as accessory items such as clay pots, potting soil, fertilizers, insecticides, hanging baskets, rakes and shovels, but not power equipment such as lawnmowers or tractors.
131. **Office.** A room or group of rooms where the principal use is conducting the affairs of a business, profession, service, industry or government and generally furnished with desks, tables, files and communication equipment.
132. **Office, Institutional.** Any building used as an office for charitable non-profit organizations that may hold meetings on a regular basis, and charity events on a temporary basis.
133. **Office, Leasing/Sales.** The use of a unit or dwelling as a leasing and or sales office for other units solely within that development.
134. **Office Warehouse.** Any building used for the combined uses of office and warehouse, where the office function is the principal use (at least 60% of the gross floor area) of the building, for the primary purpose of wholesale trade, display, and distribution of products.
135. **Off-Premise Sign.** Any permanent or temporary sign which directs the attention of the general public to a business, service, product or activity not conducted, offered or sold as a major portion of business upon the premises where such sign is located.
136. **Open Space.** Land not covered by man-made impermeable surfaces, parking or buildings,

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other than recreational structures, pools, or stormwater facilities, which may be landscaped or preserved in a natural state for private use of owners or guests, or for public access as may be required by the provisions of these regulations or the zoning ordinance.

137. **Opioid.** An opioid is a class of addictive narcotic drugs that are often prescribed for severe pain relief but also are frequently used (and abused) illegally to create euphoric states of consciousness. Common types of opioids are heroin, codeine, and morphine.
138. **Opioid Replacement Therapy Treatment Facility.** Any operation that has received a Certificate of Need from the State Health Planning and Development Agency of Alabama to operate a facility to prescribe and/or dispense opioid replacement drugs and offer therapy to individuals and groups as a part of a treatment program. These opioid replacement drugs generally include, but not limited to, methadone, naloxone, naltrexone, and similar types of opioid receptor agonists.
139. **Public Market.** Premises where outdoor sales consisting of whole uncut produce, ornamental crops, value-added agricultural products such as baked goods, jams and jellies, pickles and relish, dried fruits, syrups and honey, eggs, meat, nuts, handmade art and crafts and unique local goods. Sales of used clothing, mass produced items and appliances are prohibited.
140. **Park.** Any facility or property specifically designated as a park, natural area or recreation area that is used for recreational uses or predominately kept in a natural state.
141. **Pawnshop.** Any building or portion thereof where a pawnbroker is engaged in lending money on the security of pledged goods left in pawn, or in the business of purchasing personal property to be left in pawn on the condition it may be redeemed by the seller for a fixed price within a fixed period of time, as regulated by Title 5, Chapter 19A of the Code of Alabama.
142. **Payday Loan (Deferred Presentment) Business.** A business that, in accordance to the requirements and restrictions listed in Chapter 18A of Title 5 of the Code of Alabama (Alabama Deferred Presentment Services Act), involves a transaction pursuant to a written agreement involving the following combination of activities in exchange for a fee: (1) accepting a check or authorization to debit a checking account and, in connection with that acceptance, advancing funds to the checking account holder; and (2) holding the check or authorization to debit the checking account for a specified period of time.
143. **Personal Care Services.** Services such as, spas, tanning salons, beauty and barber care, and dry cleaning and laundry services not to include a laundry plant.
144. **Personal Instruction.** Services for training individuals or groups in the arts, dance, personal defense, crafts or other subjects of a similar nature.
145. **Place of Worship.** Any structure or site used primarily for religious practices.

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146. **Power Plant.** Any structure or land used for the generation of electrical power.
147. **Premises.** A lot, parcel or acreage parcel together with all buildings and structures existing thereon.
148. **Principal Building.** A building that contains the principal use located on a premises.
149. **Principal Frontage.** With respect to corner lots, the private frontage designated to bear the address and principal entrance to the building, and the measure of minimum lot width. For corner lots, prescriptions for the location of parking in certain lot layers pertain only to the principal frontage and prescriptions for the first lot layer pertain to both frontages of a corner lot. With respect to non-corner lots, principal frontage is synonymous with frontage.
150. **Principal Use.** The main use located in a building or on a premises.
151. **Printing and Publishing.** The production and distribution of books, magazines, newspapers and other printed matter, including record pressing and publishing, and engraving.
152. **Private Club.** A building or portion thereof or premises owned or operated by a corporation, association, person or persons for a social, educational, or recreational purpose, but not primarily for profit or to render a service which is customarily carried on as a business.
153. **Public building.** Any building that is accessible to the public and its operation is funded from public sources.
154. **Racetrack.** Any premises or building that includes a measured course where animals or machines are entered in competition against one another or against time, including tracks that are used for drifting.
155. **Railroad Station.** A building or structure where railroad cars stop to load and un-load passengers.
156. **Railroad Yard.** The use of land, building or structure for activities directly associated with the operation of a railroad such activities may include loading and off-loading of freight, and maintenance and repair of railroad cars.
157. **Recreation Equipment Sales and Service.** The retail or wholesale sale of motorcycles, trucks and vans, recreational vehicles, boats, or similar motorized recreational equipment, along with incidental service or maintenance such as, but not limited to boat dealers, motorcycle dealers, and recreational vehicle dealers.
158. **Recycling (Recovered Materials) Collection Center.** A drop-off facility that is staffed and fenced for the temporary assemblage of small, recovered materials or recyclable consumer items, such as food and beverage containers, fabrics and paper, that has waste receptacles on

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site that are open to the public.

159. **Recycling Facility (Solid Waste Treatment Facility).** A facility, other than a facility open to the public to receive household waste and recyclable material, where any method, technique, or process is utilized to separate, process, modify, convert, treat or otherwise prepare non-putrescible waste so that component materials or substances may be used or reused or sold to third parties for such purposes.
160. **Resource Extraction.** The extraction of minerals or materials, including rock crushing, screening and the accessory storage of explosives.
161. **Restaurant.** Any establishment where food is prepared and sold for consumption on-site or as take-out.
162. **Retail.** An establishment engaged in the selling or renting of goods or merchandise (usually to the general public for personal use or household consumption, although they may also serve business and institutional clients) and in rendering services incidental to the sale of such goods.
163. **Rummage Sale.** A sale of personal property or other merchandise for the express purpose of raising charitable donations for the benefit of the entity holding the sale by a place of worship, charitable, or civic organization.
164. **Salvage Yard.** Any land or building used for the storage of recovered materials for the purpose of recycling, reuse, or proper storage for future recycling or reuse.
165. **School, Business.** An enterprise offering instruction and training in a service or the arts such as secretarial, cosmetology, commercial artist, computer software, legal, and similar training, provided that such enterprise does not offer student housing or athletic facilities at the site.
166. **School, Elementary/Middle.** Any building used for public primary instruction or a parochial or private school having a curriculum including the same courses ordinarily given in a public school that may include accessory structures such as a gymnasium.
167. **School, High.** Any building used for public secondary instruction or a parochial or private school having a curriculum including the same courses ordinarily given in a public school that may include accessory structures such as a gymnasium or stadium.
168. **School, Trade.** Any building used for the offering of regularly scheduled instruction in technical, commercial or industrial trade skills.
169. **Scientific Lab.** A facility primarily engaged in performing physical, chemical, and other analytical testing services or investigation and experimentation of a scientific nature and other scientific research, but not for the production of a product.

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170. **Scrap Metal Processor.** Any building or land used for the storage, purchase or sale of scrap metal which may include the grading, cutting, preparing, processing or refining of scrap metal for sale and shipment to industrial consumers.
171. **Shopping Center.** A group of commercial-retail establishments planned, developed, owned or managed as a unit with off-street parking provided on the property. Any out-parcel within a shopping center shall be developed under a separate site plan.
172. **Sign.** A sign is any object or device or part thereof situated outdoors or indoors which is used to advertise or identify a person, institution, organization, business, product, service, event or location by any means including words, letters, figures, designs, symbols, fixtures, colors, illumination or projected images. Signs do not include merchandise, pictures or models of products or services incorporated in a window display.
173. **Solar Panel, Building Mounted.** A solar energy collection device mounted to a structure.
174. **Solar Panel, Ground Mounted.** A solar energy collection device mounted to the ground.
175. **Solid Waste Transfer Facility.** Any building used to receive and temporarily store solid waste prior to being delivered to a sanitary landfill or other solid waste facility.
176. **Special Exception.** An action where permission is granted to establish that a use be allowed within a district after the Board determines that the use as proposed would not disturb public health, safety, welfare, comfort, convenience, appearance, prosperity or general welfare.
177. **Stable.** Any lot, building, structure or premises used for the boarding, breeding, training, and/or raising of horses, whether by owners of such animals or by persons providing facilities and care.
178. **Stadium.** A large open space with tiers of seating for spectators surrounding a field used for sporting, entertainment or recreational events.
179. **Story.** That portion of a building other than a cellar, included between the surface of any floor and the surface of the floor next above it, or, if there be no floor above it, then the space between the floor and the ceiling next above it.
180. **Street.** A public right-of-way for movement of motor vehicles, pedestrians or non-motorized traffic, whether identified as a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place, or however designated.
181. **Street Line.** A dividing line between a lot, tract or parcel of land and an abutting street.
182. **Street Setback.** The distance a building or structure shall be setback from a front, side or rear lot line. Street setback may be referred to as a front, side or rear setback or front, side or

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rear yard.

183. **Structure.** Anything constructed or erected, the use of which requires a location on the ground or attached to something having a location on the ground, including but not limited to buildings, signs, billboards, back stops for tennis courts, fences or radio towers.
184. **Structural Alterations.** Any change in the supporting members of a building or structure, such as bearing walls, columns, beams or girders; provided, however, that the application of any exterior modernizing shall not be considered a structural alteration.
185. **Studio, Radio/TV.** A facility for the staging and recording of video or audio productions such as, but not limited to, music commercials, programs, and motion pictures. Any broadcasting antennas or satellites are subject to the regulations of Chapter 4, Article V of this Ordinance.
186. **Subdivision Committee.** A committee composed of five (5) members of the Commission authorized to hear and decide upon applications for subdivisions of land, and to advise the chief legislative body of the City on vacation of public lands and new right-of-way dedications, all such actions to be taken on behalf of the Commission.
187. **Tank Farm.** Any land or structure used for the storage of one or more aboveground large containers for the bulk storage of material in liquid, powder or pellet form. Items stored at these facilities are intended to be wholesaled to retailers, and no retailing of stored items can occur on site.
188. **Timbering.** Any premises used for the harvesting of timber.
189. **Title Loan Business.** Any business that offers a short term loan that is collateralized by the title of a vehicle in accordance with the requirements and restrictions described and detailed in Chapter 19A of Title 5 of the Code of Alabama (Alabama Pawn Shop Act).
190. **Truck Plaza.** Any building premises or land in which or upon which a business may engage in the service, maintenance or storage of commercial vehicles including dispensing of motor fuel or petroleum products directly into motor vehicles. A truck plaza also may include overnight accommodation, restaurant and truck wash facilities.
191. **Truck Repair, Heavy.** Any building or land used for the general repair or reconditioning of heavy trucks and equipment and engines, including but not limited to body, frame or fender straightening or repair, the reconditioning, repairing, sale, mounting, or installing of any used tires, painting, or upholstery work, collision repair, vehicle steam cleaning, but excluding the assembly, disassembly, dismantling or salvage of any vehicle, in whole or in part. No abandoned or inoperable vehicles shall be stored on the premises.
192. **Upholstery Shop.** Any building used for the minor repair of furniture and replacement of upholstery to household and office furnishings but does not include motor vehicle



## **Attachments to Exhibit 31,** **Section 31.5\_1\_Birmingham\_Ordinances**

upholstering or repair.

193. **Urban Farm, Outdoor.** An outdoor commercial farm that produces and distributes food crops, ornamental crops and other agriculture products, such as honey, either for sale on site or off site utilizing traditional farming methods, hydroponics or aquaculture.
194. **Urban Farm, Indoor.** An enclosed commercial farm that produces and distributes food crops, ornamental crops and other agriculture products for sale on site or off site utilizing hydroponics or aquaculture, and is completely enclosed within a building. Outside storage is prohibited.
195. **Utility Substation.** A facility that regulates electric current, telephone switching or natural gas pressure for distribution to individual neighborhoods.
196. **Variance.** A departure from any provision of this Ordinance for a specific parcel, except use, without changing the zoning ordinance or the underlying zoning of the parcel. A variance is intended to be granted on rare occasions, when demonstration of unnecessary hardship based on the review standards set forth in Chapter 9, Article VI in relation to other properties in the same zoning district.
197. **Veterinarian Clinic.** An enterprise for the medical treatment of animals and for the temporary, indoor overnight boarding, care, grooming and convalescence of domesticated dogs and cats.
198. **Warehouse.** A facility used primarily for the bulk storage of goods and materials or motor vehicles, characterized by heavy trucking activity, but not involved in manufacturing or production.
199. **Wholesale.** The sale or distribution of goods from the premises that may consist of the flexible use of the floor area for warehouse, assembly, showroom and office space.
200. **Wireless Communication.** Towers, antennas and accessory buildings for transmitting and receiving radio, television, satellite, cellular and microwave, and broadcast tower.
201. **Wrecker Impound Lot.** Any land used for the outside storage of operable vehicles awaiting final disposition.
202. **Wrecker Service Yard.** Any land used for the temporary outside storage of disabled vehicles awaiting final disposition. This definition shall not be applicable to junkyards as defined herein.
203. **Yard.** An open space between a building or use and the adjoining lot lines, unoccupied and unobstructed by any structure or use from the ground upward, except as otherwise provided in Chapter 3: Area and Dimensional Regulations.

## **Attachments to Exhibit 31,** **Section 31.5\_1\_Birmingham\_Ordinances**

204. **Yard, Required.** A yard the depth of which is specified in Chapter 3: Area and Dimensional Regulations of the applicable district.
205. **Yard, front.** A yard extending the full width of the lot between any building and the front lot line and measured perpendicular to the building at the closest point to the front lot line. On corner lots the front yard shall be considered as parallel to the street upon which the lot has its least dimension.
206. **Yard, rear.** A yard extending across the full width of the lot between the principal building and the rear lot line and measured perpendicular to the building to the closest point of the rear lot line.
207. **Yard, side.** A yard extending from the front yard to the rear yard between the principal building and the side lot line and measured perpendicular from the side lot line to the closest point of the principal building.
208. **Zoning Advisory Committee.** A committee composed of seven members of the Commission authorized to approve site development plans, hear and recommend rezoning of land applications and Zoning Ordinance text changes to advise the chief legislative body of the City, all such actions to be taken on behalf of the Commission.
209. **Zone map.** The map referred to in Chapter 9, Article I (Official Zoning Map).
210. **Zoning district map.** The Zone Map.
211. **Zoo.** Any premises, building or enclosure which contains wild animals on exhibition for viewing by the public.

**SECTION 2. BE IT ORDAINED** by the Council of the City of Birmingham that Title 1, Chapter 2: Zoning Districts and Permitted Uses; Article II: Permitted Uses Table; Section 6: Permitted Use Table 1.02.201 - MEDICAL USES, of the City of Birmingham Zoning Ordinance, Ordinance No. 17-51, as amended, is hereby amended to read as follows:

# Attachments to Exhibit 31, Section 31.5\_1\_Birmingham Ordinances

Zoning District	D-1	D-2	D-3	D-4	D-5	D-6	MU-L	MU-M	MU-H	MU-D	C-1	C-2	I-1	I-2	I-3	I-4	PR-D	MXD/PUD	HI-D	AG
<b>MEDICAL USES:</b>																				
Clinic	X	X	X	X	X	X	PC	P	P	P	PC	P	P	P	P	X	X	PCP	PM P	X
Hospital	X	X	X	X	X	X	X	SE	P	P	X	P	P	X	P	X	X	PCP	PM P	X
Medical Cannabis Cultivator	X	X	X	X	X	X	X	X	X	X	X	X	PC	PC	PC	X	X	X	X	PC
Medical Cannabis Dispensary	X	X	X	X	X	X	X	X	PC	PC	X	PC	PC	PC	PC	X	X	X	X	X
Medical Cannabis Integrated Facility	X	X	X	X	X	X	X	X	X	X	X	X	PC	PC	PC	X	X	X	X	X
Medical Cannabis Processor	X	X	X	X	X	X	X	X	PC	PC	X	X	PC	PC	PC	X	X	X	X	X
Medical Cannabis Secure Transporter	X	X	X	X	X	X	X	X	PC	PC	X	PC	PC	PC	PC	X	X	X	X	X
Medical Cannabis State Testing Laboratory	X	X	X	X	X	X	X	X	PC	PC	X	PC	PC	PC	PC	X	X	X	X	X
Medical Lab	X	X	X	X	X	X	X	SE	P	P	SE	P	P	P	P	X	X	PCP	PM P	X
Opioid Replacement Therapy Treatment Facility	X	X	X	X	X	X	X	X	PC	PC	X	PC	PC	PC	X	X	X	X	X	X
Scientific Lab	X	X	X	X	X	X	X	X	SE	SE	X	SE	P	P	P	X	X	PCP	PM P	X
Veterinarian Clinic	X	X	X	X	X	X	X	X	PC	PC	X	PC	PC	PC	PC	X	PC	PCP	PM P	PC

**SECTION 3. BE IT ORDAINED** by the Council of the City of Birmingham that Title 1, Chapter 4: Land Use Development Standards; Article II: Uses Permitted With Conditions (PC); Section 4: Medical Uses, of the City of Birmingham Zoning Ordinance, Ordinance No. 17-51, as amended, is hereby amended to read as follows:

**Section 4. Medical uses.**

- A. **Clinic.** In the following districts: MU-L and C-1 a clinic shall be permitted provided that the following conditions are met:
  1. Clinics shall be limited in size to no more than 7,500 square feet.
  
- B. **Medical Cannabis Cultivator.** In the M-1, M-1A, M-2, M-3, I-1, I-2, I-3, and AG districts, a medical cannabis cultivator shall be permitted provided the following conditions are met:
  1. The applicant submits a statement from the Alabama Medical Cannabis Commission, AMCC, and/or the Alabama Department of Agriculture and Industry that the proposed facility meets the requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agency, a letter stating that fact from this agency must be provided.
  2. Cultivators authorized pursuant to Ala. Code, 1975, § 20-2A-62, as now or hereafter amended, shall operate in accordance with the provisions set forth in Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and shall comply with all Rules and Regulations of the Alabama Medical Cannabis Commission and the Department of Agriculture and Industry. Except as specifically provided in this Section, Cultivators shall be governed by the Medical Cannabis Act, the AMCC Rules and the rules of the

## **Attachments to Exhibit 31,** **Section 31.5\_1\_Birmingham Ordinances**

Alabama Department of Agriculture and Industries at Title 80 of the Alabama Administrative Code, as now or hereafter amended.

- C. **Medical Cannabis Dispensary.** In the B-2, B-3, B-4, B-5, M-1, M-1A, M-2, M-3, MU-H, MU-D, C-2, I-1, I-2, and I-3 districts a medical cannabis dispensary shall be permitted provided the following conditions are met:
1. The applicant submits a statement from the Alabama Medical Cannabis Commission, AMCC, that the proposed facility meets requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agency, a letter stating that fact from this agency must be provided.
  2. Medical Cannabis Dispensaries authorized pursuant to Ala. Code, 1975, § 20-2A-64, as now or hereafter amended, shall operate with the provisions of Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and shall comply with all Rules and Regulations of the Alabama Medical Cannabis Commission, AMCC. Except as specifically provided in this Section, Dispensaries shall be governed by the Medical Cannabis Act and the AMCC Rules.
- D. **Medical Cannabis Integrated Facility.** In the M-1, M-1A, M-2, M-3, I-1, I-2, and I-3 districts, a medical cannabis integrated facility, shall be permitted provided the following conditions are met:
1. The applicant submits a statement from the Alabama Medical Cannabis Commission, AMCC, that the proposed facility meets requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agency, a letter stating that fact from this agency must be provided.
  2. Medical Cannabis Integrated Facility authorized pursuant to Ala. Code, 1975, § 20-2A-67, as now or hereafter amended, shall operate with the provisions of Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and shall comply with all Rules and Regulations of the Alabama Medical Cannabis Commission, AMCC. Except as specifically provided in this Section, Medical Cannabis Integrated Facilities shall be governed by the Medical Cannabis Act and the AMCC Rules.
- E. **Medical Cannabis Processors.** In the B-3, B-4, M-1, M-1A, M-2, M-3, MU-H, MU-D, I-1, I-2, and I-3 districts a medical cannabis processor shall be permitted provided the following conditions are met:
1. The applicant submits a statement from the Alabama Medical Cannabis Commission, AMCC, that the proposed facility meets requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agency, a letter

## **Attachments to Exhibit 31,** **Section 31.5\_1\_Birmingham Ordinances**

stating that fact from this agency must be provided.

2. Medical Cannabis Processors authorized pursuant to Ala. Code, 1975, § 20-2A-63, as now or hereafter amended, shall operate with the provisions of Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and shall comply with all Rules and Regulations of the Alabama Medical Cannabis Commission. Except as specifically provided in this Section, Medical Cannabis Processors shall be governed by the Medical Cannabis Act and the AMCC Rules.
- F. **Medical Cannabis Secure Transporter.** In the B-2, B-3, B-4, M-1, M-1A, M-2, M-3, MU-H, MU-D, C-2, I-1, I-2, and I-3 districts a medical cannabis secure transporter shall be permitted provided the following conditions are met:
1. The applicant submits a statement from the Alabama Medical Cannabis Commission, AMCC, that the proposed facility meets requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agency, a letter stating that fact from this agency must be provided.
  2. Medical Cannabis Secure Transporters authorized pursuant to Ala. Code, 1975, § 20-2A-65, as now or hereafter amended, shall operate with the provisions of Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and shall comply with all Rules and Regulations of the Alabama Medical Cannabis Commission, AMCC. Except as specifically provided in this Section, Medical Cannabis Secure Transporters shall be governed by the Medical Cannabis Act and the AMCC Rules.
- G. **Medical Cannabis State Testing Laboratory.** In the O&I, B-2, B-3, B-4, B-5, B-6, M-1, M-1A, M-2, M-3, MU-H, MU-D, C-2, I-1, I-2, and I-3 districts a medical cannabis state testing laboratory shall be permitted provided the following conditions are met:
1. The applicant submits a statement from the Alabama Medical Cannabis Commission, AMCC, that the proposed facility meets requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agency, a letter stating that fact from this agency must be provided.
  2. Medical Cannabis State Testing Laboratories authorized pursuant to Ala. Code, 1975, § 20-2A-66, as now or hereafter amended, shall operate with the provisions of Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and shall comply with all Rules and Regulations of the Alabama Medical Cannabis Commission, AMCC. Except as specifically provided in this Section, Medical Cannabis State Testing Laboratories shall be governed by the Medical Cannabis Act and the AMCC Rules.
- H. **Opioid Replacement Therapy Treatment.** In the MU-H, MU-D, C-2, I-1, and I-2 district, opioid replacement therapy treatment shall be permitted provided that the following

## **Attachments to Exhibit 31,** **Section 31.5\_1\_Birmingham\_Ordinances**

conditions are met:

1. The applicant submits a statement from the State Department of Health, State Health Planning and Development Agency, or the State Department of Mental Health and/or the Jefferson County Department of Health that the proposed facility meets all requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agencies, a letter stating that fact from these agencies must be provided.
- I. **Veterinarian Clinic.** In the following districts: AG, MU-H, MU-D, C-2, I-1, I-2 AND PRD a veterinarian clinic shall be permitted provided that the following conditions are met:
1. Outdoor exercise yards shall be permitted provided that they are completely fenced and used only between 7a.m. and 7p.m., when a staff person of the clinic is present in the exercise yard. Where such outdoor activities abut a dwelling zone district or district permitting dwelling use, a 50-foot setback is required.
  2. Boarding of animals either undergoing medical treatment or not are permitted as an accessory use subject to the following conditions.
    - a. Accessory animal boarding shall occur within completely enclosed structures.
    - b. No more than thirty percent of the gross floor area of the veterinary clinic may be used as a boarding facility.
    - c. No outdoor kennels or runs are permitted.
    - d. No part of any building or structure in which animals are housed shall be closer than 50 feet from any existing residence located on an adjacent parcel.
    - e. All on-site waste shall be housed either within the boarding facility or an accessory structure, and all waste shall be disposed of in a sanitary fashion no less frequently than one time per week. The drainage of all liquid by-products from the kennel shall be discharged into a permitted sanitary sewer line or septic tank and shall not be disposed of by way of storm sewers, creeks, streams, or rivers.

**SECTION 4. BE IT ORDAINED** by the Council of the City of Birmingham that Title 1, Chapter 4: Land Use Development Standards; Article III: Uses Permitted by Special Exception (SE); Section 5: Medical use special exceptions, of the City of Birmingham Zoning Ordinance, Ordinance No. 17-51, as amended, is hereby amended to read as follows:

**Section 5. Medical use special exceptions.**

- A. **Hospital.** In the MU-M district, a special exception may be granted by the Board provided that the following conditions are met:
1. When a hospital abuts a dwelling district, screening in the form of a landscape buffer yard shall be applied per Chapter 6, Article III of this Ordinance.

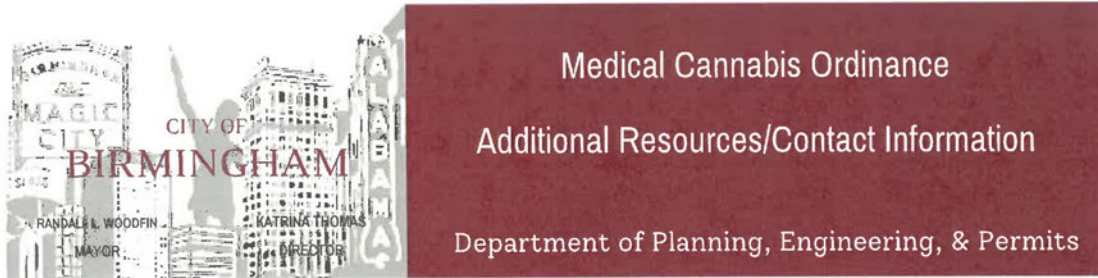
## **Attachments to Exhibit 31,** **Section 31.5\_1\_Birmingham\_Ordinances**

2. When a hospital structure abuts a dwelling district there shall be a minimum setback of 50 feet.
  3. A traffic impact study may be required that demonstrates adequate traffic controls are provided as determined by the Traffic Engineer for the City.
- B. **Medical Lab.** In the MU-M and C-1 districts, a special exception may be granted by the Board provided that the following conditions are met:
1. Medical Labs in the MU-M and C-1 shall be limited to 7,500 square feet.
- C. **Scientific Lab.** In the MU-H, MU-D and C-2 districts, a special exception may be granted by the Board provided that the following conditions are met:
1. No smoke, dust or vibration shall be detectable at the property line.
  2. No scientific lab shall be permitted that is required by ADEM to have a permit for release of any kind.
  3. When adjacent to a dwelling district, a landscape buffer yard is required per Chapter 6, Article III of this Ordinance and the scientific lab shall be set back from the property line no less than 50 feet.

**SECTION 5.** That the provisions of this Ordinance are hereby declared to be severable. If any of these sections, provisions, sentences, clauses phrases, or parts are held to be unconstitutional or void, the remainder shall continue in full force and effect.

**SECTION 6.** That this Ordinance shall become effective upon publication as required by statute.

## **Attachments to Exhibit 31,** **Section 31.5\_1\_Birmingham\_Ordinances**



**City of Birmingham Permitting**

205 - 254 - 2904

<https://www.birminghamal.gov/pep>

**City of Birmingham Zoning**

205 - 254 - 2478

<https://www.birminghamal.gov/pep>

**City of Birmingham Department of Innovation & Economic Opportunity (IEO)**

205 - 254 - 2799

<https://ieo.birminghamal.gov/>

**City of Birmingham Community Development Department (Neighborhood Association Information)**

205 - 297 - 8192

<https://www.birminghamal.gov/community-development/community-resource-services-division/>

**Birmingham City Council**

205 - 254 - 2294

<https://www.birminghamalcitycouncil.org/>

**City of Birmingham Department of Finance – Tax and License Office**

205 - 254 - 2198

<https://www.birminghamal.gov/about/city-directory/finance/newbusiness/>

**Alabama Medical Cannabis Commission**

<https://amcc.alabama.gov>



**Attachments to Exhibit 31,**  
**Section 31.5\_2\_Montgomery Ordinances**

**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 7<sup>th</sup> day of December, 2021.

  
\_\_\_\_\_  
STEVEN L. REED, MAYOR

ATTEST:

  
\_\_\_\_\_  
BRENDA GALE BLALOCK, CITY CLERK

63-2021

# Attachments to Exhibit 31, Section 31.5\_3\_Gadsden Zoning Ordinance

2022/467

ORDINANCE NO. O-49-22

### **Amending the Zoning Ordinance to Permit Medical Cannabis**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GADSDEN, ALABAMA, as follows:

Section 1. Section 130-312(f) of the Gadsden City Code is amended to add the following uses as follows:

Under Commercial (Retail Sales):

<b>Names, Uses and Conditions</b>	<b>R-1</b>	<b>R-2</b>	<b>R-T</b>	<b>B-1</b>	<b>B-2</b>	<b>B-3</b>	<b>B-4</b>	<b>I-1</b>	<b>I-2</b>	<b>O-1</b>
Medical Cannabis Dispensary: Subject to all Rules and Regulations of the Alabama Medical Cannabis Commission; §20-2A-2, Chapter 8 (current and future amendments)	-	-	-	R	R	R	R	-	-	R

Under Industrial:

<b>Names, Uses and Conditions</b>	<b>R-1</b>	<b>R-2</b>	<b>R-T</b>	<b>B-1</b>	<b>B-2</b>	<b>B-3</b>	<b>B-4</b>	<b>I-1</b>	<b>I-2</b>	<b>O-1</b>
Medical Cannabis Secure Transporter: Subject to all Rules and Regulations of the Alabama Medical Cannabis Commission; §20-2A-2, Chapter 8 (current and future amendments)	-	-	-	-	R	X	-	R	R	-
<b>Names, Uses and Conditions</b>	<b>R-1</b>	<b>R-2</b>	<b>R-T</b>	<b>B-1</b>	<b>B-2</b>	<b>B-3</b>	<b>B-4</b>	<b>I-1</b>	<b>I-2</b>	<b>O-1</b>
Medical Cannabis Integrated Facility: Subject to all Rules and Regulations of the Alabama Medical Cannabis Commission; §20-2A-2, Chapter 8 (current and future amendments)	-	-	-	-	X	X	-	R	R	-

## Attachments to Exhibit 31, Section 31.5\_3\_Gadsden Zoning Ordinance

Under Manufacturing:

<b>Names, Uses and Conditions</b>	<b>R-1</b>	<b>R-2</b>	<b>R-T</b>	<b>B-1</b>	<b>B-2</b>	<b>B-3</b>	<b>B-4</b>	<b>I-1</b>	<b>I-2</b>	<b>O-1</b>
Medical Cannabis Processors: Subject to all Rules and Regulations of the Alabama Medical Cannabis Commission; §20-2A-2, Chapter 8 (current and future amendments)	-	-	-	-	X	X	-	R	R	-

Under Other Uses:

<b>Names, Uses and Conditions</b>	<b>R-1</b>	<b>R-2</b>	<b>R-T</b>	<b>B-1</b>	<b>B-2</b>	<b>B-3</b>	<b>B-4</b>	<b>I-1</b>	<b>I-2</b>	<b>O-1</b>
Medical Cannabis Cultivators: Subject to all Rules and Regulations of the Alabama Medical Cannabis Commission; §20-2A-2, Chapter 5 in conjunction Rules and Regulations of the Alabama Department of Agriculture found in r.80-14-1 (current and future amendments)	-	-	-	-	X	X	-	R	R	-

Section 2. The definitions in Section 130-1 of the Gadsden City Code are amended to add the following definitions:

*Dispensary means an entity licensed by the commission under § 20-2A-64, Code of Alabama 1975 (as amended), authorized to dispense and sell medical cannabis at dispensing sites.*

*Secure Transporter means an entity licensed by the Commission under § 20-2A-65, Code of Alabama 1975 (as amended), authorized to transport cannabis or medical cannabis from one licensed facility or site to another licensed facility or site.*

*Integrated Facility means an entity licensed under § 20-2A-67, Code of Alabama 1975 (as amended).*

## Attachments to Exhibit 31, Section 31.5\_3\_Gadsden Zoning Ordinance

*Processor means one who is licensed by the Commission under § 20-2A-63, Code of Alabama 1975 (as amended), authorized pursuant to Article 4 of the Act of these Rules to purchase cannabis from a cultivator and extract derivatives from the cannabis to produce a medical cannabis product or products for sale and transfer in packaged and labeled form back to the contracting cultivator, if applicable, or to a dispensary or integrated facility where the packaged and labeled product may be offered for sale at a dispensary site to holders of a valid, unrevoked and unexpired Medical Cannabis Card.*

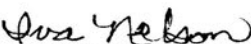
*Cultivator means an entity licensed by the Alabama Medical Cannabis Commission (or, as applicable, the Department of Agriculture and Industries) under § 20-2A-62, Code of Alabama 1975 (as amended), to grow cannabis pursuant to Article 4 of the Act.*

Section 3. The provisions of this ordinance shall be effective on publication.

Section 4. The sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable. If any section, subsection, paragraph, sentence, clause and phrase of this ordinance 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 section, subsection, paragraph, sentence, clause and phrase of this ordinance. The city council declares that it is its intent that it would have enacted this ordinance without such invalid or unconstitutional provisions.

Section 5. The provisions of this ordinance repeal any prior ordinance or provision of the Gadsden City Code to the extent of any conflict.

I certify that the City Council of the City of Gadsden, Alabama, duly adopted this ordinance at an open meeting held on December 13, 2022.

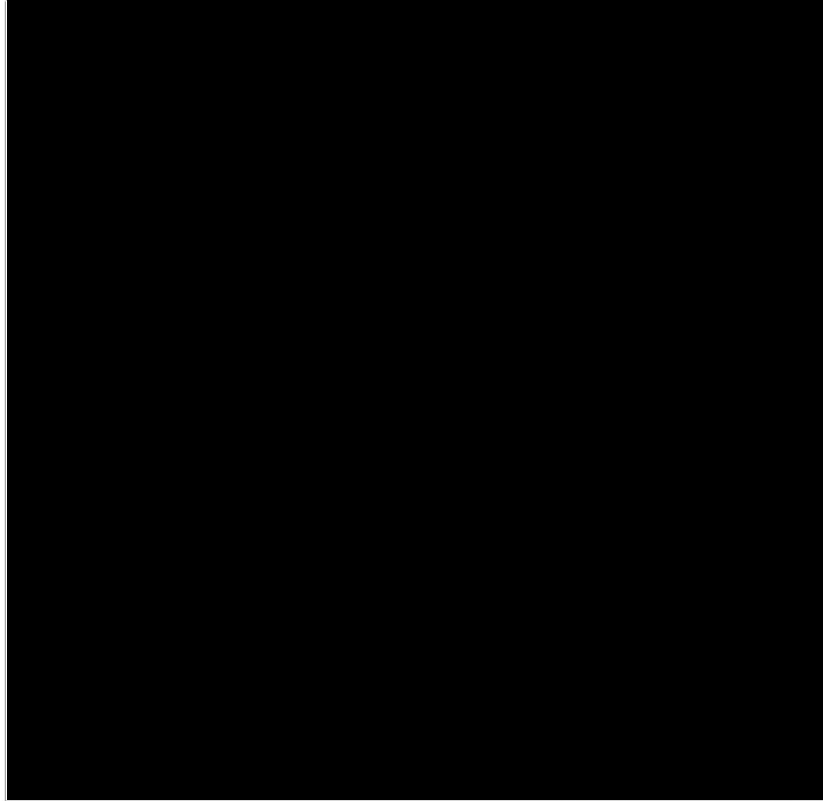
  
\_\_\_\_\_  
Iva Nelson, City Clerk

APPROVED on December 13, 2022

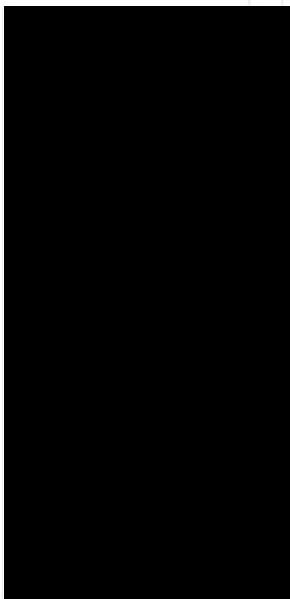
  
\_\_\_\_\_  
Craig Ford, Mayor



**Attachments to Exhibit 31,**  
**Section 31.6 Demopolis Blueprint**



SECURITY DIAGRAM  
TRIVAS CIRCLE, GALLIEN, AL 36742



# **Attachments to Exhibit 31,** **Section 31.6 Demopolis Blueprint**

*Conceptual Rendering - Exterior*



# **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.**

Victor Mancebo  
**Printed Name of Verifying Individual**

  
**Signature of Verifying Individual**

Chief Executive Officer  
**Title of Verifying Individual**

12/30/2022  
**Verification Date**



**Status of Engineering Plans and Specifications (Cultivation Facilities): Complete.**

TheraTrue Alabama LLC (“Applicant”) is a 100% minority-owned business with roots in both the medical cannabis industry and 35-years in the ‘farming and agriculture’ industry in the State of Alabama. Applicant has assembled a team of qualified business leaders and industry experts who bring: 1) over 66 years of experience in large-scale medical cannabis experience overseeing facilities ranging from 50,000 to 400,000 square feet of canopy; 2) 40 years in professional engineering experience, specifically 23 years in applied engineering design for medical cannabis cultivation and processing facilities; and 3) 30 years of experience in security for high-value assets including vertical medical cannabis operations. Additionally, Applicant’s specialized design team has provided services for 70 cannabis projects across 12 states accounting for more than 4,000,000 square-feet designed.

This robust experience has informed Applicant’s thorough and efficient cultivation and processing facility (“Cannabis Facility”) design. Applicant, along with its capable cultivation leadership, industry-leading security firm, and professionally licensed architects have prepared the enclosed **stamped Engineering Plans and Specifications** which demonstrate Applicant’s compliance with all requirements for a cultivation facility pursuant to the Department of Agriculture and Industries (“Department”) rules, including Ala. Admin. Code, Reg. 80-14-1-.06, Reg. 80-14-1-.08, and Reg. 80-14-1-.19 in addition to any other requirements established by the Alabama Medical Cannabis Commission (“Commission”).

The proposed layout maximizes the use of space, allows for an efficient flow of operations, and ensures a secure environment for our employees to work. Applicant provides full security design plans, comprehensive equipment list and layout, detailed cross-sections, fully schematic engineering, mechanical, electrical, and plumbing plans pursuant to Ala. Admin. Code, Reg. 80-14-1-.04(5)(d). Applicant’s professionally and meticulously planned Cannabis Facility will enable a perpetual harvest schedule and ensure an adequate and consistent supply of cannabis is available for use in its processing operations for development into medical cannabis.

**Detailed Plan & Elevation Drawings – Complete.**

Applicant provides the Overall Plan in Attachment 1 for the Cultivation Facility of all operational areas involved with the production of cannabis plants including dimensions and elevation referenced to a single-facility benchmark. Applicant's Cultivation facility was designed and engineered with security, safety, functionality, and efficiency as the primary drivers. The schematic drawing details each functional area authorized including cultivation, processing, secure transportation and secure enclosures, Also, the schematic drawing identifies the future cultivation expansion describe above.

Applicant additionally provides four building elevations (North, South, East, and West) that detail the external components of the project including secure entrances, building roof and height changes, and the overall look and feel of the proposed facility referenced to the same scale. See Attachment 2.

**Cross-Sections of Construction Details.** Applicant additionally provides cross-section building elevations North/South and East/West , and of construction details, including their dimensions, that provide verification of construction materials, enhancement for security measures, and bio-security measures. that detail the components of the project including secure entrances, building roof and height changes, and the overall look and feel of the proposed facility referenced to the same scale. See Attachment 3..

Applicant additionally provides a finish plan for the Cultivation facility as Attachment 4. The finish plan is essential to cultivation and production facilities as a biomechanism prevention tool and for the necessary ventilation, air supply, and air flow for the production of cannabis plants. The finish schedule is a form of product specification writing that outlines the materials suggested to maintain the cleanliest of environments, and reflect cGMP standards typical of pharmaceutical, food, medical production facilities. Specifically, Applicant's finish schedule was developed by its licensed architecture firm, in conjunction with its Director of Cultivation Construction and Engineering who has 24 year's experience as a licensed P.E. specially credentialed as an LEED AP. The plan below outlines floor, wall, ceiling materials and excludes lighting, windows, doors, and furniture. These fixtures are essential to maximize efficiency of its grow spaces, and provide full facility air supply and discharge. As a responsible member of the community, Applicant has taken great care to

plan its facility to produce the least mitigating impacts to any surrounding building or facility.

**All employee-accessible nonproduction areas identified.** Attachment 5 is an identification of all employee-accessible nonproduction. All areas will be secured with locked doors, card readers, and/or PIN pads. With the exception of the entrance, locker and break rooms, offices, and restrooms, only authorized employees who are required to have access to a specific room or area will have access to the specific non-production areas.

**The location, size, and capacity of all storage areas.** In Attachment 6, Applicant identifies two storage types necessary for the production of cannabis. Secure storage happens in two areas: 1) Biomass Vault (Room 177), 505 sqft where cannabis and cannabis plant material will be held, or stored, while awaiting official schedules quality assurance batch testing by a state licensed testing laboratory; 2) Receiving (Secure Transport, Room 165), identifies two cages, one for outgoing product, after final lab testing, and one for incoming product in the unlikely event of a recall. Other storage areas include: in Building A, an aggregate of 744 sqft, for transport and storage receiving of input materials, where material used in the production of cannabis (i.e., grow medium, nutrient related equipment) is held while awaiting tested prior to being released for use in the facility; in Building B, there is 33 sqft administrative storage for office related materials, and an additional receiving and storage area, intended for additional receiving of materials space for Building B production activities. Separating these activities by building is paramount to maintaining facility cGMP standards.

**The location, size, and capacity of ventilation systems.** The proposed Ventilation and Filtration systems detailed herein is specific to medical cannabis operations at the Demopolis facility and is designed to limit the impact the Applicant's has on its neighbors and community. Applicant partnered with a professional architecture and engineering firm to create a state of the air control system specific to Applicant's operations. provides snapshot below of its roof mounted HVAC units required for the production of cannabis plants. The Applicant has selected Trane Technologies as its HVAC manufacturer for the purpose-built cultivation and non-cultivation HVAC units. The Applicant and its design and engineering have decades of experience working with Trane Technologies on cultivation specific uses. Below are details on the number and size of each unit. The capacity of the

HVAC units, specific to the cultivation room function and capacity within the production of cannabis, are as follows: Flower 3: 2 units - 35 Ton each 10500 CFM each; Flower 1,2,4,5,6,7,8: 2 units - 20 Ton each, 6000 CFM each; Vegetative 1,2: 2 units - 15 Ton each, 4500 CFM each; Mother and Propagation: 2 units - 5 Ton each, 1500 CFM each; and Non-Cultivation: Two 15 Ton, 2120 CFM each. Additionally, detailed mechanical specifications are provided in the charts in Attachment 7 for all venting and ducting equipment, including location, size, and capacity that corresponds to the detailed engineering plan overview of the entire Cultivation facility. Further detail is provided in the equipment snapshots in Attachment 8 provided as a general summary of heating, venting, and air conditioning units and supportive equipment. These plans show the specific construction details of the facility's integrative HVAC.

**The location, size, and capacity of equipment used for the production of cannabis.**

Applicant, informed by the qualified experience of its Cultivation leadership team, and Cultivation Construction Engineer, P.E., worked with its architect and engineering firm, that has designed over 70 facilities accounting for more than 4,000,000 sqft of canopy over 12 states. Applicant will employ a vertical farming technique to its cultivation operations which maximizes floor space to effectively scale operations to match the growth of Alabama's registered qualified patients, while maintaining their existing footprint.

The Applicant and its design team meticulously designed the location and size each room and designated the location and type of equipment within each room to facilitate Applicant's grow plan, and support its specific cultivation needs and processes. The facility will house over 1,000 pieces of cultivation and product equipment including cultivation lights, racking and benching, waste, and other equipment specific, including air supply/flow, air sanitation, and fertigation specific to the production of cannabis plants. This method/process specific facility design will allow Applicant to achieve its grow schedule of 51 harvests a year for 4,651 pounds of cannabis plant annually. This translates into 253,171 grams (253kg) of oil to further refine and formulate into Applicant's medical cannabis product line. Applicant understands this will be adequate to supply its five dispensaries authorized by Ala. Code § 20-2A-67(c ). Detail on the types of equipment are provided in the following schematic plans in Attachments 9 and 10 for cannabis plant grow spaces. The plans include charts, per room, of equipment size, location and capacity. Grow

rooms are assigned by function based on the stage of plant life cycle development the cannabis plant is in; as such we to provide the greatest detail possible, Applicant provides the information for one room relative to each phase (i.e., Mom, Veg, Flower), understanding equipment held in each is the same, but can increase or decrease in quantity based on the size of the respective grow room.

**Wall and Door specifications.** Applicant's facility is an enclosed structure, fully surrounded by perimeter barriers deterring unauthorized access to and limiting visibility to Applicant's cannabis and medical cannabis operations at the Cultivation facility, pursuant to Ala. Admin. Code, Reg. 80-14-1-.06(1), and 80-14-1-.08(2). All facility ingress and egress doors, as well as doors providing entry and exit to limited access areas, will be constructed out of 18-gauge hollow metal, or similar burglary-resistant material, with commercial-grade, non-residential locks. Additionally, exterior doors, as well as limited access area entries, will be automatic locking and equipped with electric strike and electronic keycard access hardware or other biometric scanning equipment.

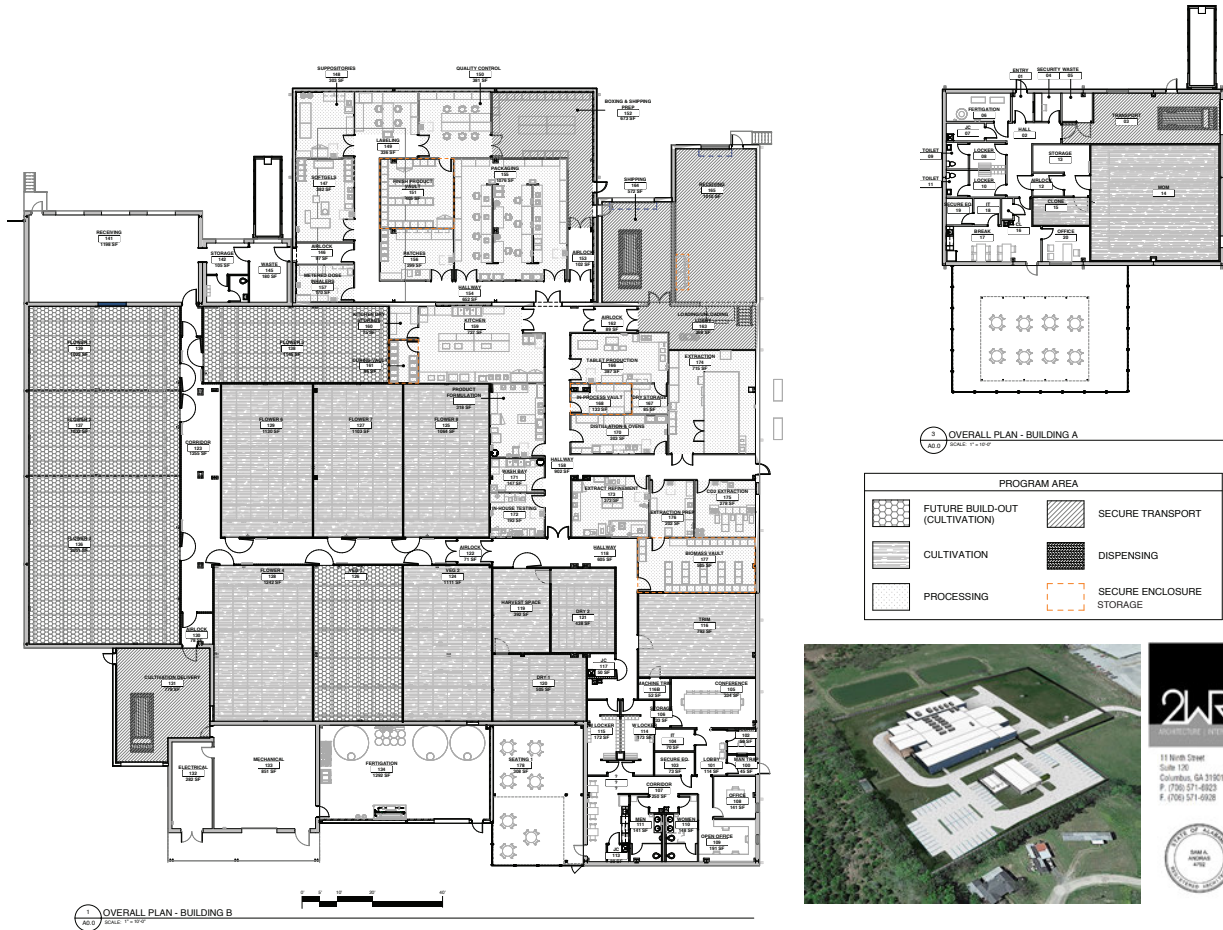
The facility's main entrance and exit vestibule highlighted in grey in the image provided in Attachment 11 will include a mantrap to control passage from the public access area to the limited access area. All authorized persons including the Applicant's employees and authorized visitors escorted by the Applicant's employees will primarily use this entrance/exit, except in case of emergency. **In Attachment 12 are the cross-sections clearly identifying wall materials and security enhancements that will be added during the construction renovation of the two buildings.** Additionally, the floor plan and material schedules below identify the location and door material specifications of all entrances and exits to the cultivation facility, as well as the physical makeup and specifications of all outer walls of the enclosed structure.

**Windows, skylights and roof hatches.** In the Attachment 11 plans, the pink outlined areas reference the only window features in our facility. The Applicant's design prioritizes security therefore the design purposefully limits the number and size of the four (4) windows on the two buildings. Additionally, the Applicant has not designed any skylights or roof hatches. All windows will have hollow metal frames, be shatter proof and are designed with the utmost attention to durability and security. The window elevations are shown above with the door schedule.

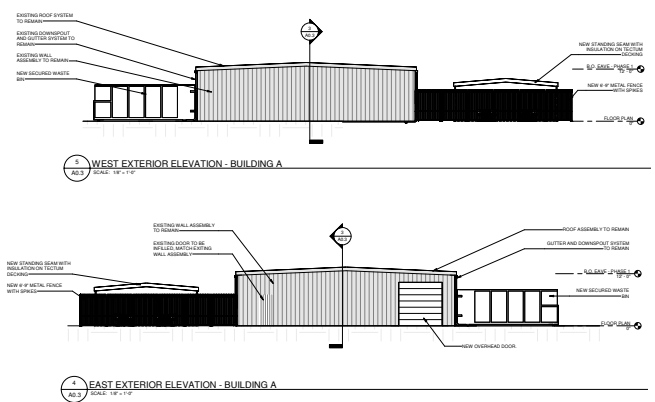
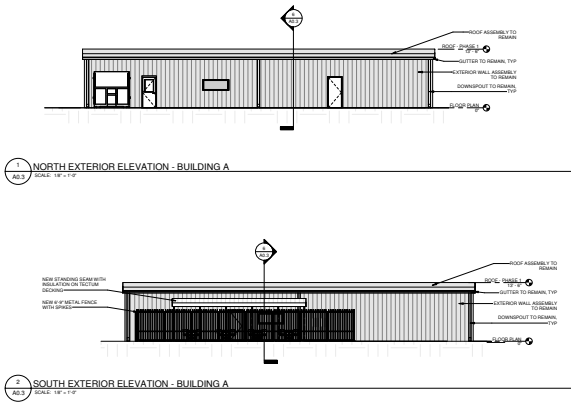
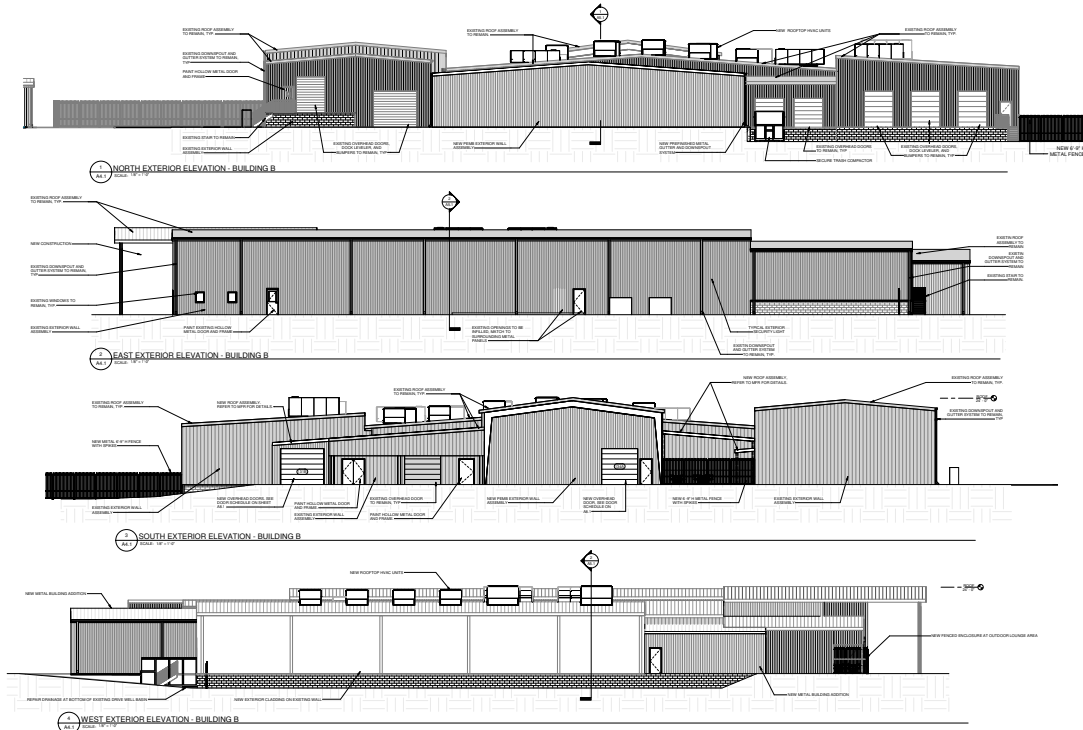
**Security.** Applicant partnered with a leading security firm to design its facility with the safety, monitoring, prevention and deterrence in mind. All security features required of licensed facilities and of cultivators, processors, and secure transporters, are represented in the comprehensive physical control security plan shown in Attachment 13. Pursuant to 80-14-1-.04, Applicant's robust security planning ensured the facility is monitored with audio, video, and sensors monitoring equipment, that provides 24/7 coverage to the facility and is stop-gapped by an uninterrupted power supply (UPS) to ensure continual operation in the event of any unplanned event such as a natural disaster or other event.

The security plan shows monitoring or surveillance coverage, including field of vision, for every area involved in the production of cannabis, and the entirety of Applicant's Cultivation facility. Specifically: 1) The location of all monitoring cameras and their field of view, verified to be operating 24 hours per day; 2) The location of all alarm inputs (door contacts, motion detectors, duress/hold up devices and alarm sirens; 3) The location of the digital audio/video recorder and alarm control panel; 4) The location of all restricted, employee-accessible and public areas; 5) The location where all plant inputs and application equipment are stored; 6) The location of all enclosed, secure areas or loading/unloading docks out of public view for the loading/unloading of cannabis or medical cannabis into or out of any motor vehicle for secure transport; and 7) The location of any area used to store medical cannabis that has been returned to the cultivation facility from a processor or dispensary.

**Attachment 1**

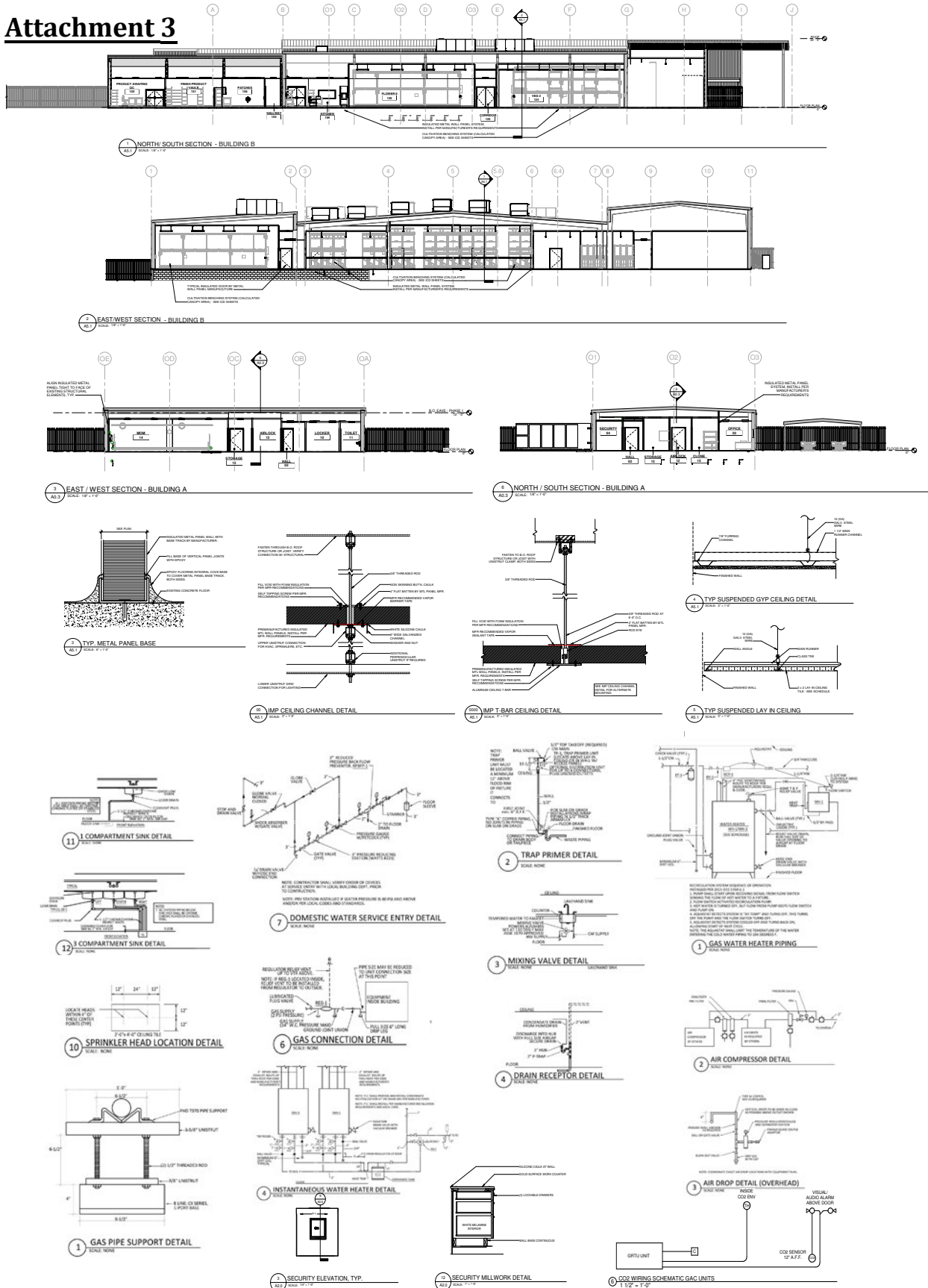


# Attachment 2

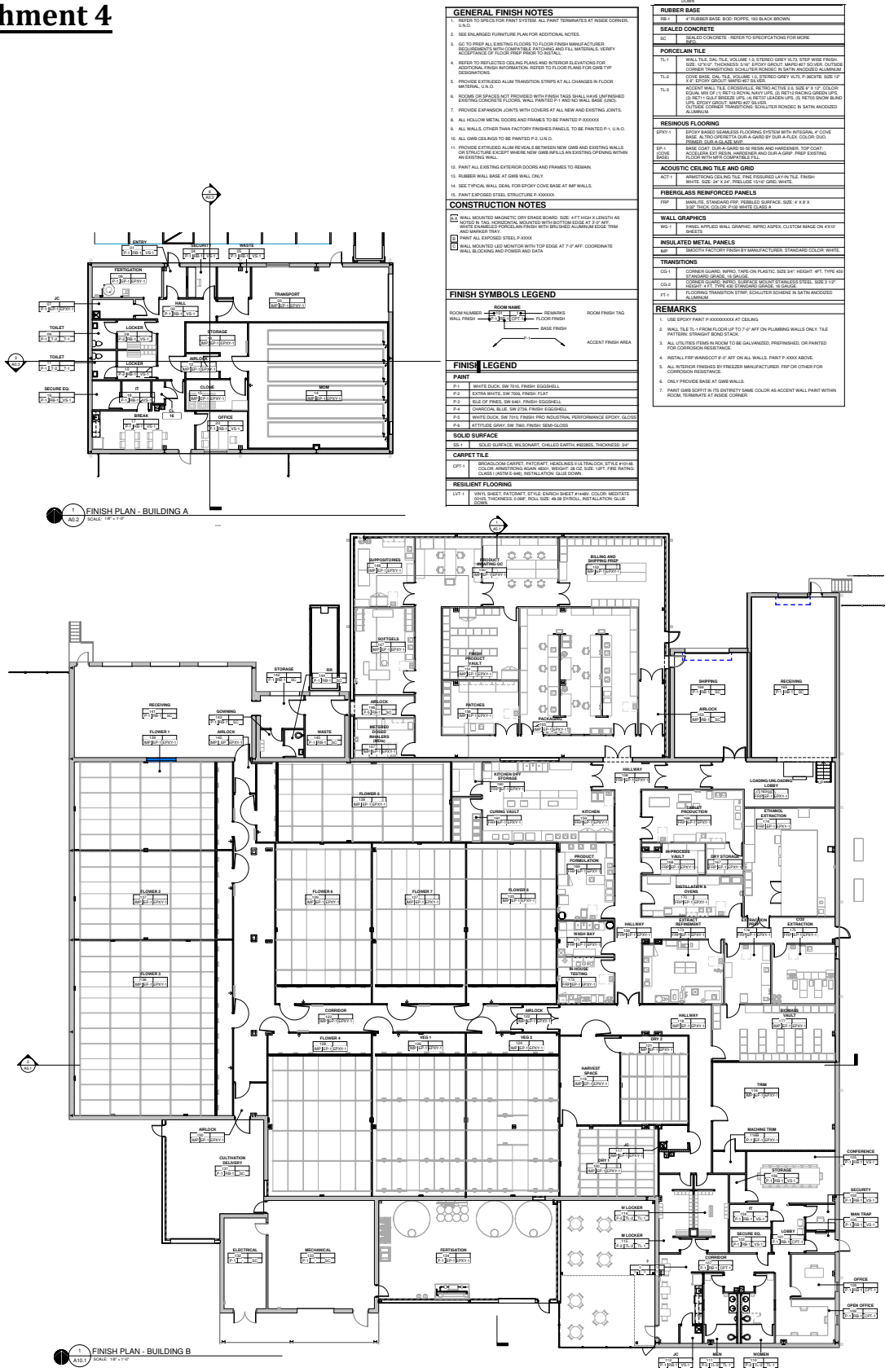




# Attachment 3

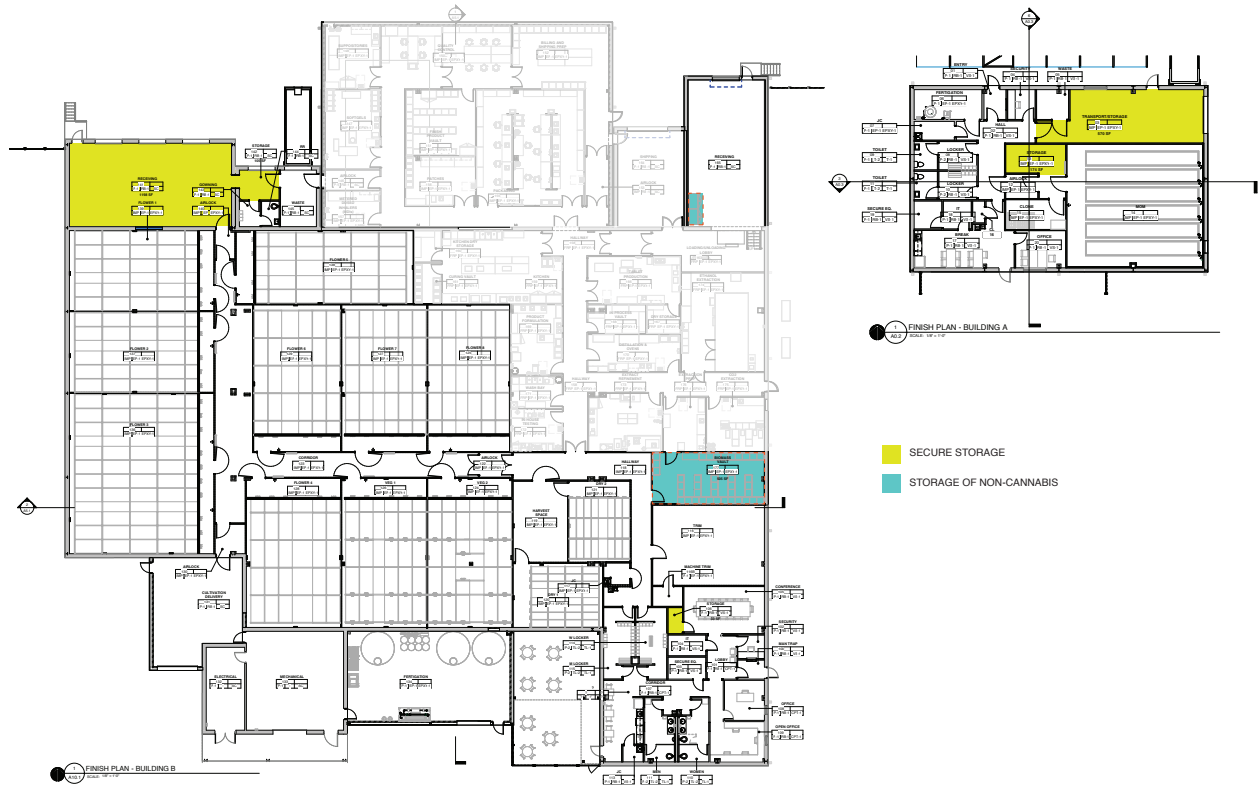


# Attachment 4

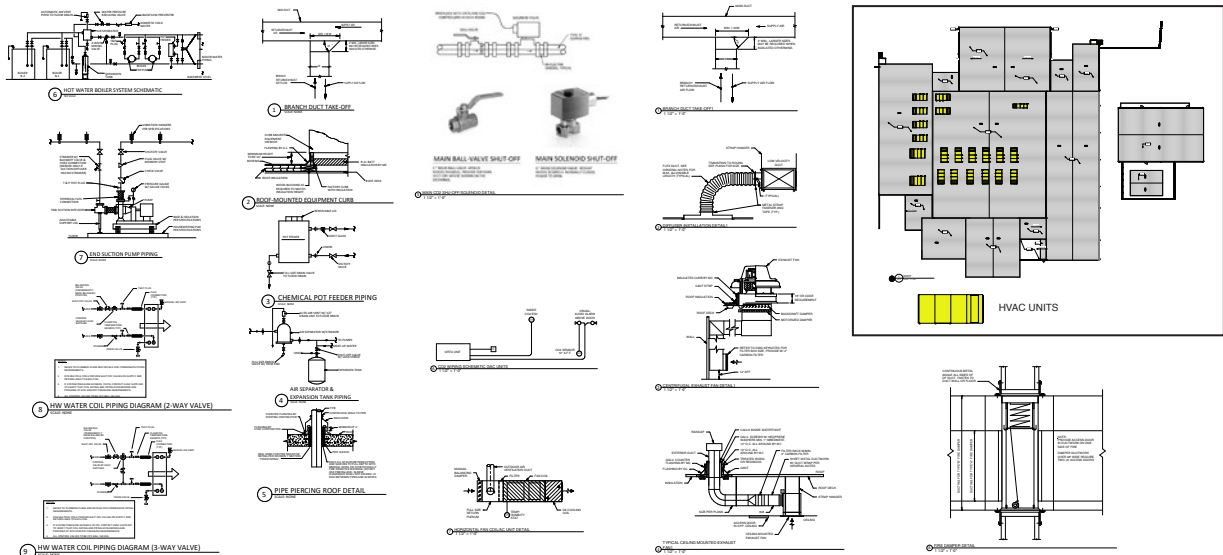




**Attachment 6**



**Attachment 7**



VRF OUTDOOR UNIT SCHEDULE													
SYSTEM TAG	THE BUILDING	M-F NET AREA	FACTORY MODEL	WARRANTY	NOMINAL COOLING CAPACITY (BTU/H)	NOMINAL HEATING CAPACITY (BTU/H)	COOLING EFFICIENCY (EER)	HEATING COP @ 47°F (HSPF)	MIN. SYSTEM CAPACITY (HP)	SEASONAL COOLING COP (SEER)	SEASONAL HEATING COP (HSPF)	MAX. PIP. LENGTH FROM FC TO UNIT (FEET)	MIN. PIP. SIZE (INCH)
1310N	WHP	-	MITSUBISHI MODEL NO P400	-	22.5SEER BTU/H	-	-	-	-	-	-	-	-
1310N	WHP	-	MITSUBISHI MODEL NO P400	-	22.5SEER BTU/H	-	-	-	-	-	-	-	-
1310N	WHP	-	MITSUBISHI MODEL NO P400	-	22.5SEER BTU/H	-	-	-	-	-	-	-	-
1310N	WHP	-	MITSUBISHI MODEL NO P400	-	22.5SEER BTU/H	-	-	-	-	-	-	-	-
1310N	WHP	-	MITSUBISHI MODEL NO P400	-	22.5SEER BTU/H	-	-	-	-	-	-	-	-

- PROVIDE WITH VARIABLE SPEED CONTROLLER MOUNTED ON FAN FOR BALANCING.
- PROVIDE WITH 1/2" OF ROOF CURB.

FAN SCHEDULE																	
PLAN CODE	SPACE	THICK	CFM	HP	TYPE	WATT	WATER	WARRANTY	NO. OF CONTROLS	STRUCTURE & MOUNTING DETAIL	ISOLATION	MINIMUM SPEED (RPM)	CEILING HGT. (FT)	REMARKS			
101-1	RESTROOM	CEILING	100	0.4	0.003	81 W	15171	1.5	GARANTY	WALL SWITCH	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-2	LOCKER ROOM	CEILING	100	0.4	0.003	81 W	15171	1.5	GARANTY	WALL SWITCH	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-3	HANDOUT CLOSET	CEILING	75	0.4	0.003	81 W	15171	1.5	GARANTY	WALL SWITCH	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-4	PERLOCK ROOMS	CEILING	200	0.75	1.040	300 W	15171	1.5	GARANTY	CONTROLLER	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-5	QUARANTINE	CEILING	100	0.75	1.040	300 W	15171	1.5	GARANTY	CONTROLLER	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-6	ISS PLANE	CEILING	300	0.75	1.040	300 W	15171	1.5	GARANTY	CONTROLLER	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-7	VEG ROOM	CEILING	800	1.0	4.00	1.0	4851	16.8	MOTORISED	CEILING MOUNTED	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-8	MOCK & CLONE	CEILING	800	1.0	4.00	1.0	4851	17.7	MOTORISED	CEILING MOUNTED	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙

- CEILING SWITCH WITH ROOM LIGHTING CONTROLS.
- COORDINATE FOR INSULATION WITH CEILING TYPE.
- PROVIDE WITH VARIABLE SPEED CONTROLLER MOUNTED ON FAN FOR BALANCING.
- PROVIDE WITH 1/2" OF ROOF CURB.

VRF SYSTEM UNIT SCHEDULE																	
PLAN CODE	SPACE	THICK	CFM	HP	TYPE	WATT	WATER	WARRANTY	NO. OF CONTROLS	STRUCTURE & MOUNTING DETAIL	ISOLATION	MINIMUM SPEED (RPM)	CEILING HGT. (FT)	REMARKS			
101-1	RESTROOM	CEILING	100	0.4	0.003	81 W	15171	1.5	GARANTY	WALL SWITCH	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-2	LOCKER ROOM	CEILING	100	0.4	0.003	81 W	15171	1.5	GARANTY	WALL SWITCH	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-3	HANDOUT CLOSET	CEILING	75	0.4	0.003	81 W	15171	1.5	GARANTY	WALL SWITCH	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-4	PERLOCK ROOMS	CEILING	200	0.75	1.040	300 W	15171	1.5	GARANTY	CONTROLLER	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-5	QUARANTINE	CEILING	100	0.75	1.040	300 W	15171	1.5	GARANTY	CONTROLLER	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-6	ISS PLANE	CEILING	300	0.75	1.040	300 W	15171	1.5	GARANTY	CONTROLLER	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-7	VEG ROOM	CEILING	800	1.0	4.00	1.0	4851	16.8	MOTORISED	CEILING MOUNTED	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-8	MOCK & CLONE	CEILING	800	1.0	4.00	1.0	4851	17.7	MOTORISED	CEILING MOUNTED	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙

- PROVIDE WITH PROGRAMMABLE ON/OFF AUTO THERMOSTAT.
- PROVIDE WITH AIR FILTER RACK.
- PROVIDE WITH WIRELESS THERMOSTAT W/IRING.
- PROVIDE WITH CONDENSATE PUMP.

ELECTRIC WALL HEATER/CEILING HEATER/UNIT HEATER																	
PLAN CODE	SPACE	THICK	CFM	HP	TYPE	WATT	WATER	WARRANTY	NO. OF CONTROLS	STRUCTURE & MOUNTING DETAIL	ISOLATION	MINIMUM SPEED (RPM)	CEILING HGT. (FT)	REMARKS			
101-1	RESTROOM	CEILING	100	0.4	0.003	81 W	15171	1.5	GARANTY	WALL SWITCH	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-2	LOCKER ROOM	CEILING	100	0.4	0.003	81 W	15171	1.5	GARANTY	WALL SWITCH	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-3	HANDOUT CLOSET	CEILING	75	0.4	0.003	81 W	15171	1.5	GARANTY	WALL SWITCH	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-4	PERLOCK ROOMS	CEILING	200	0.75	1.040	300 W	15171	1.5	GARANTY	CONTROLLER	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-5	QUARANTINE	CEILING	100	0.75	1.040	300 W	15171	1.5	GARANTY	CONTROLLER	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-6	ISS PLANE	CEILING	300	0.75	1.040	300 W	15171	1.5	GARANTY	CONTROLLER	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-7	VEG ROOM	CEILING	800	1.0	4.00	1.0	4851	16.8	MOTORISED	CEILING MOUNTED	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-8	MOCK & CLONE	CEILING	800	1.0	4.00	1.0	4851	17.7	MOTORISED	CEILING MOUNTED	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙

- PROVIDE WITH WIRELESS THERMOSTAT.

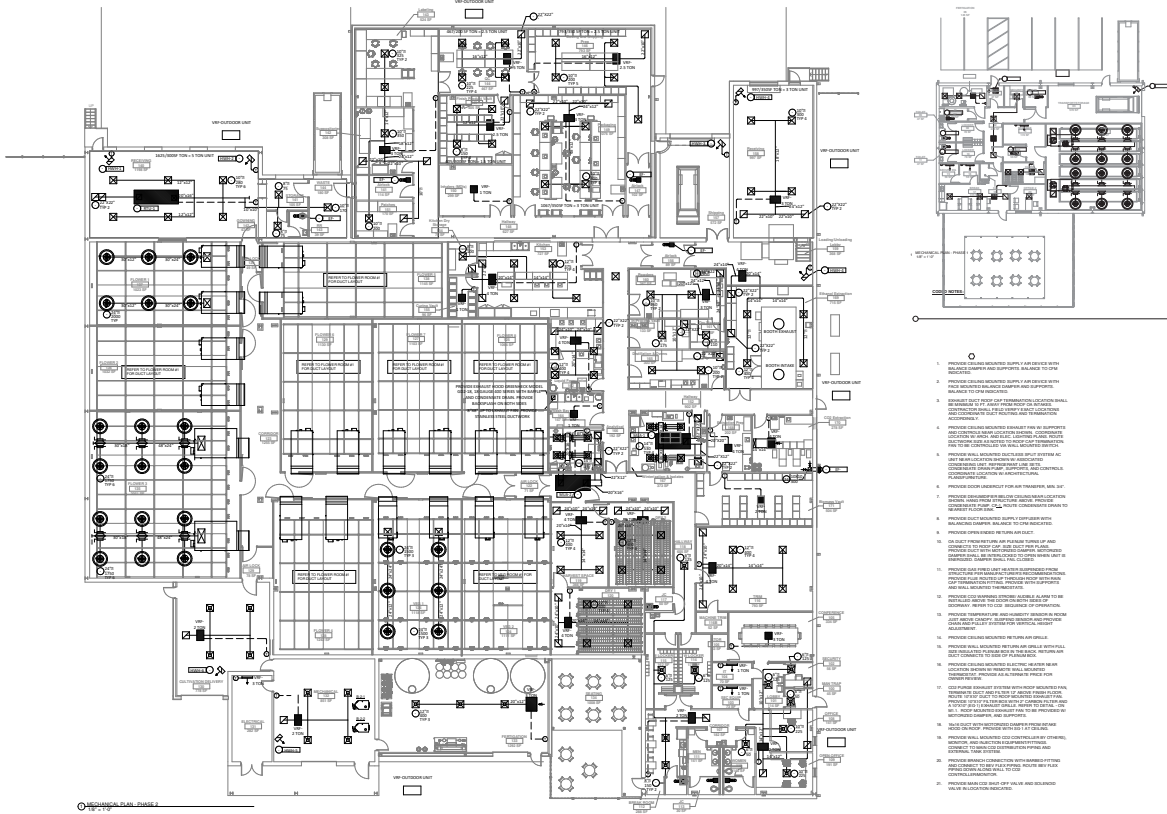
GRILLES, REGISTERS, & DIFFUSER SCHEDULE																	
PLAN CODE	SPACE	THICK	CFM	HP	TYPE	WATT	WATER	WARRANTY	NO. OF CONTROLS	STRUCTURE & MOUNTING DETAIL	ISOLATION	MINIMUM SPEED (RPM)	CEILING HGT. (FT)	REMARKS			
101-1	RESTROOM	CEILING	100	0.4	0.003	81 W	15171	1.5	GARANTY	WALL SWITCH	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-2	LOCKER ROOM	CEILING	100	0.4	0.003	81 W	15171	1.5	GARANTY	WALL SWITCH	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-3	HANDOUT CLOSET	CEILING	75	0.4	0.003	81 W	15171	1.5	GARANTY	WALL SWITCH	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-4	PERLOCK ROOMS	CEILING	200	0.75	1.040	300 W	15171	1.5	GARANTY	CONTROLLER	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-5	QUARANTINE	CEILING	100	0.75	1.040	300 W	15171	1.5	GARANTY	CONTROLLER	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-6	ISS PLANE	CEILING	300	0.75	1.040	300 W	15171	1.5	GARANTY	CONTROLLER	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-7	VEG ROOM	CEILING	800	1.0	4.00	1.0	4851	16.8	MOTORISED	CEILING MOUNTED	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-8	MOCK & CLONE	CEILING	800	1.0	4.00	1.0	4851	17.7	MOTORISED	CEILING MOUNTED	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙

- COORDINATE SURFACE MOUNTING DETAILS WITH ARCHITECTURAL PLAN.
- COORDINATE AS SELECTED BY ARCHITECT.
- PROVIDE WITH MANUAL BALANCING DAMPER AS NOTED ON DRAWING.
- PROVIDE WITH NEED INDICATED GYD MANUAL VOLUME DAMPER.
- MAKE UP TO 20% EXCESSIVE STATIC.
- PROVIDE RECA W/OUT BALANCING DAMPER.

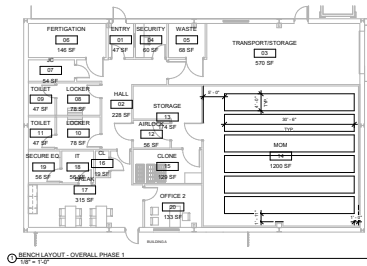
DEHUMIDIFIER SCHEDULE																	
PLAN CODE	SPACE	THICK	CFM	HP	TYPE	WATT	WATER	WARRANTY	NO. OF CONTROLS	STRUCTURE & MOUNTING DETAIL	ISOLATION	MINIMUM SPEED (RPM)	CEILING HGT. (FT)	REMARKS			
101-1	RESTROOM	CEILING	100	0.4	0.003	81 W	15171	1.5	GARANTY	WALL SWITCH	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-2	LOCKER ROOM	CEILING	100	0.4	0.003	81 W	15171	1.5	GARANTY	WALL SWITCH	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-3	HANDOUT CLOSET	CEILING	75	0.4	0.003	81 W	15171	1.5	GARANTY	WALL SWITCH	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-4	PERLOCK ROOMS	CEILING	200	0.75	1.040	300 W	15171	1.5	GARANTY	CONTROLLER	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-5	QUARANTINE	CEILING	100	0.75	1.040	300 W	15171	1.5	GARANTY	CONTROLLER	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-6	ISS PLANE	CEILING	300	0.75	1.040	300 W	15171	1.5	GARANTY	CONTROLLER	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-7	VEG ROOM	CEILING	800	1.0	4.00	1.0	4851	16.8	MOTORISED	CEILING MOUNTED	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙
101-8	MOCK & CLONE	CEILING	800	1.0	4.00	1.0	4851	17.7	MOTORISED	CEILING MOUNTED	GREENWAVE 20" SQUARE	8" X 8"	NO	11.875419	11.25	24	⊙⊙

- PROVIDE BY CONDENSATION PUMP. C/F, MAKE UP TO CHECKS THIS HEAT.
- PROVIDE BY THE ARCHITECT/MECHANICAL.

**Attachment 8**



# Attachment 9



**GROUP SCHEDULE - PHASE 1**

GROUP NAME	GROUP	QTY
TOILET	01	2
LOCKER	02	2
HALL	03	1
STORAGE	04	1
WASTE	05	1
ENTRY	06	1
SECURITY	07	1
FERTIGATION	08	1
TRANSPORT STORAGE	09	1
OFFICE 2	10	1
CLONE	11	1
SECURE EQ	12	1
TOILET	13	1
LOCKER	14	1
HALL	15	1
STORAGE	16	1
WASTE	17	1
ENTRY	18	1
SECURITY	19	1
FERTIGATION	20	1
TRANSPORT STORAGE	21	1
OFFICE 2	22	1
CLONE	23	1
SECURE EQ	24	1
TOILET	25	1
LOCKER	26	1
HALL	27	1
STORAGE	28	1
WASTE	29	1
ENTRY	30	1
SECURITY	31	1
FERTIGATION	32	1
TRANSPORT STORAGE	33	1
OFFICE 2	34	1
CLONE	35	1
SECURE EQ	36	1
TOILET	37	1
LOCKER	38	1
HALL	39	1
STORAGE	40	1
WASTE	41	1
ENTRY	42	1
SECURITY	43	1
FERTIGATION	44	1
TRANSPORT STORAGE	45	1
OFFICE 2	46	1
CLONE	47	1
SECURE EQ	48	1
TOILET	49	1
LOCKER	50	1
HALL	51	1
STORAGE	52	1
WASTE	53	1
ENTRY	54	1
SECURITY	55	1
FERTIGATION	56	1
TRANSPORT STORAGE	57	1
OFFICE 2	58	1
CLONE	59	1
SECURE EQ	60	1
TOILET	61	1
LOCKER	62	1
HALL	63	1
STORAGE	64	1
WASTE	65	1
ENTRY	66	1
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FERTIGATION	68	1
TRANSPORT STORAGE	69	1
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SECURE EQ	72	1
TOILET	73	1
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HALL	75	1
STORAGE	76	1
WASTE	77	1
ENTRY	78	1
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FERTIGATION	80	1
TRANSPORT STORAGE	81	1
OFFICE 2	82	1
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LOCKER	86	1
HALL	87	1
STORAGE	88	1
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FERTIGATION	92	1
TRANSPORT STORAGE	93	1
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FERTIGATION	140	1
TRANSPORT STORAGE	141	1
OFFICE 2	142	1
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FERTIGATION	152	1
TRANSPORT STORAGE	153	1
OFFICE 2	154	1
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TRANSPORT STORAGE	165	1
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CLONE	167	1
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FERTIGATION	188	1
TRANSPORT STORAGE	189	1
OFFICE 2	190	1
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TOILET	193	1
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STORAGE	196	1
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FERTIGATION	200	1
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STORAGE	388	1
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SECURITY	391	1
FERT		







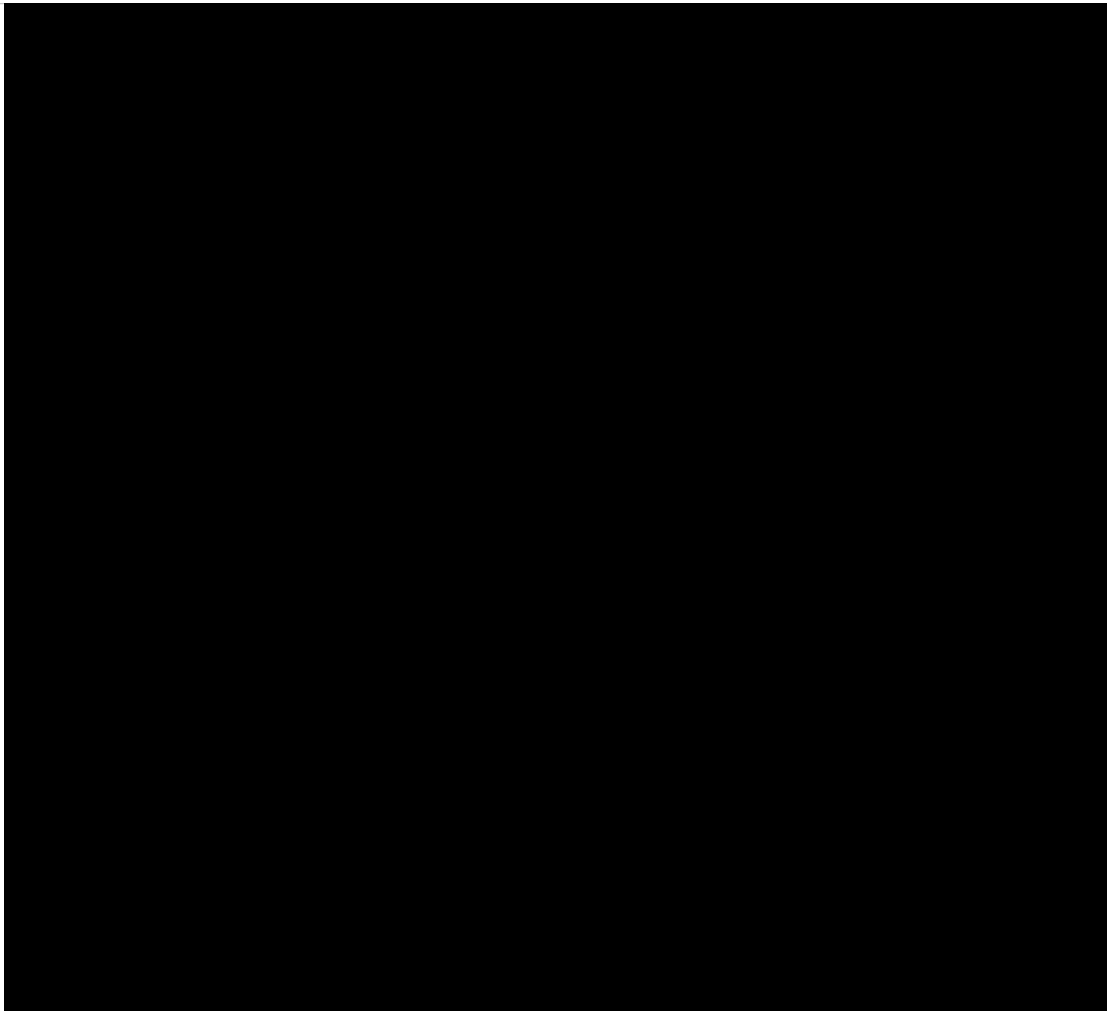


**Attachment 13**



SECURITY DIAGRAM

T RIVAS CIRCLE, GALLION, AL 36742

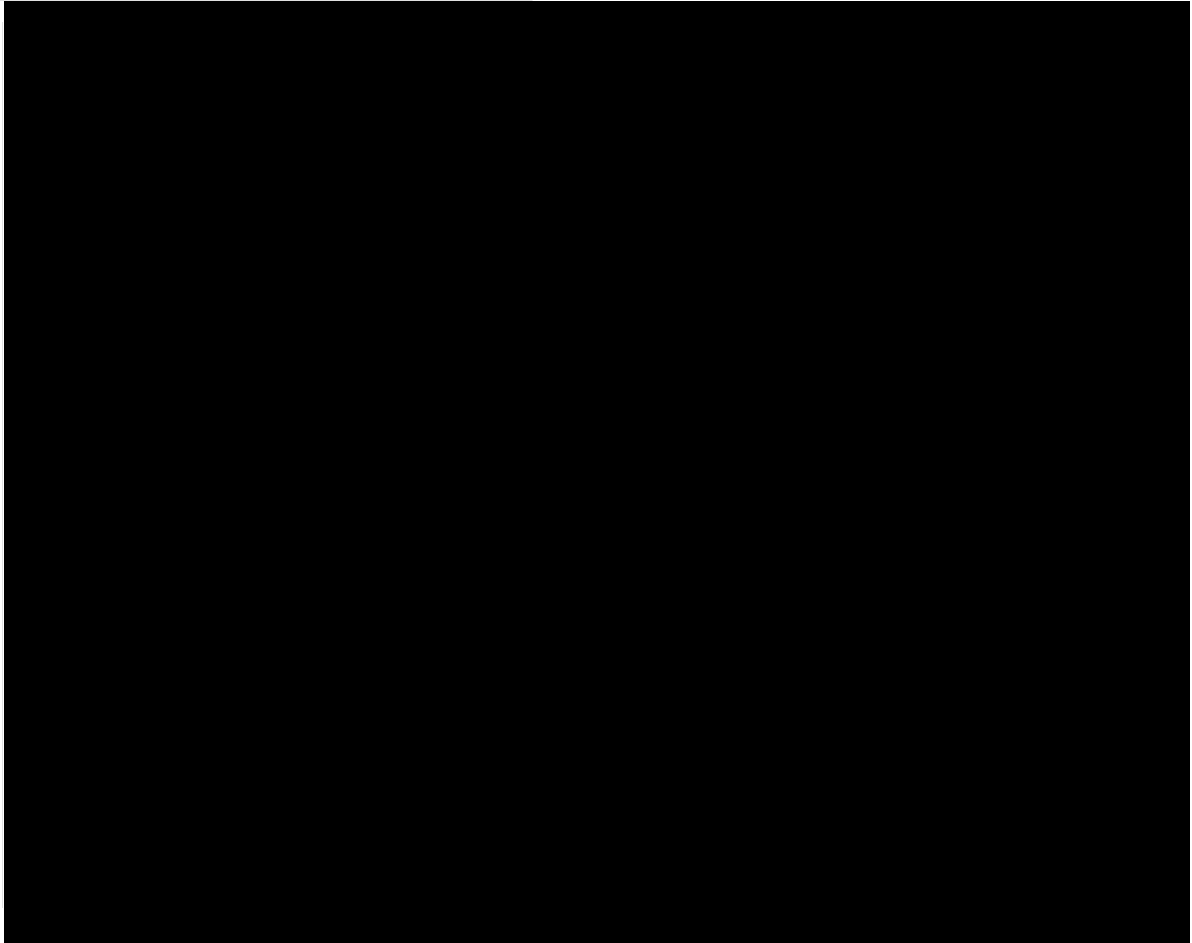


**Attachment 13**



SECURITY DIAGRAM

TRIVAS CIRCLE, GALLION, AL 36742




Redacted Copy

## 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.

Victor Mancebo  
Printed Name of Verifying Individual

  
Signature of Verifying Individual

Chief Executive Officer  
Title of Verifying Individual

12/30/2022  
Verification Date





































































Redacted Copy

## 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.

Victor Mancebo

Printed Name of Verifying Individual



Signature of Verifying Individual

Chief Executive Officer

Title of Verifying Individual

12/30/2022

Verification Date

















Redacted Copy

## 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.

Victor Mancebo  
Printed Name of Verifying Individual

  
Signature of Verifying Individual

Chief Executive Officer  
Title of Verifying Individual

12/30/2022  
Verification Date























Redacted Copy

## 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.

Victor Mancebo  
Printed Name of Verifying Individual

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

Chief Executive Officer  
Title of Verifying Individual

12/30/2022  
Verification Date































































































































































Redacted Copy

## 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.

Victor Mancebo  
**Printed Name of Verifying Individual**

  
**Signature of Verifying Individual**

Chief Executive Officer  
**Title of Verifying Individual**

12/30/2022  
**Verification Date**













# Redacted Copy

## 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.

Victor Mancebo

Printed Name of Verifying Individual



Signature of Verifying Individual

Chief Executive Officer

Title of Verifying Individual

12/30/2022

Verification Date







































# Redacted Copy

## **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.**

Victor Mancebo

**Printed Name of Verifying Individual**



**Signature of Verifying Individual**

Chief Executive Officer

**Title of Verifying Individual**

12/30/2022

**Verification Date**











































Redacted Copy

## **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.**

Victor Mancebo

Printed Name of Verifying Individual



Signature of Verifying Individual

Chief Executive Officer

Title of Verifying Individual

12/30/2022

Verification Date























Redacted Copy

# 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.

Victor Mancebo

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



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

Chief Executive Officer

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

12/30/2022

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















































# Redacted Copy

## 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.

Victor Mancebo

Printed Name of Verifying Individual



Signature of Verifying Individual

Chief Executive Officer

Title of Verifying Individual

12/30/2022

Verification Date













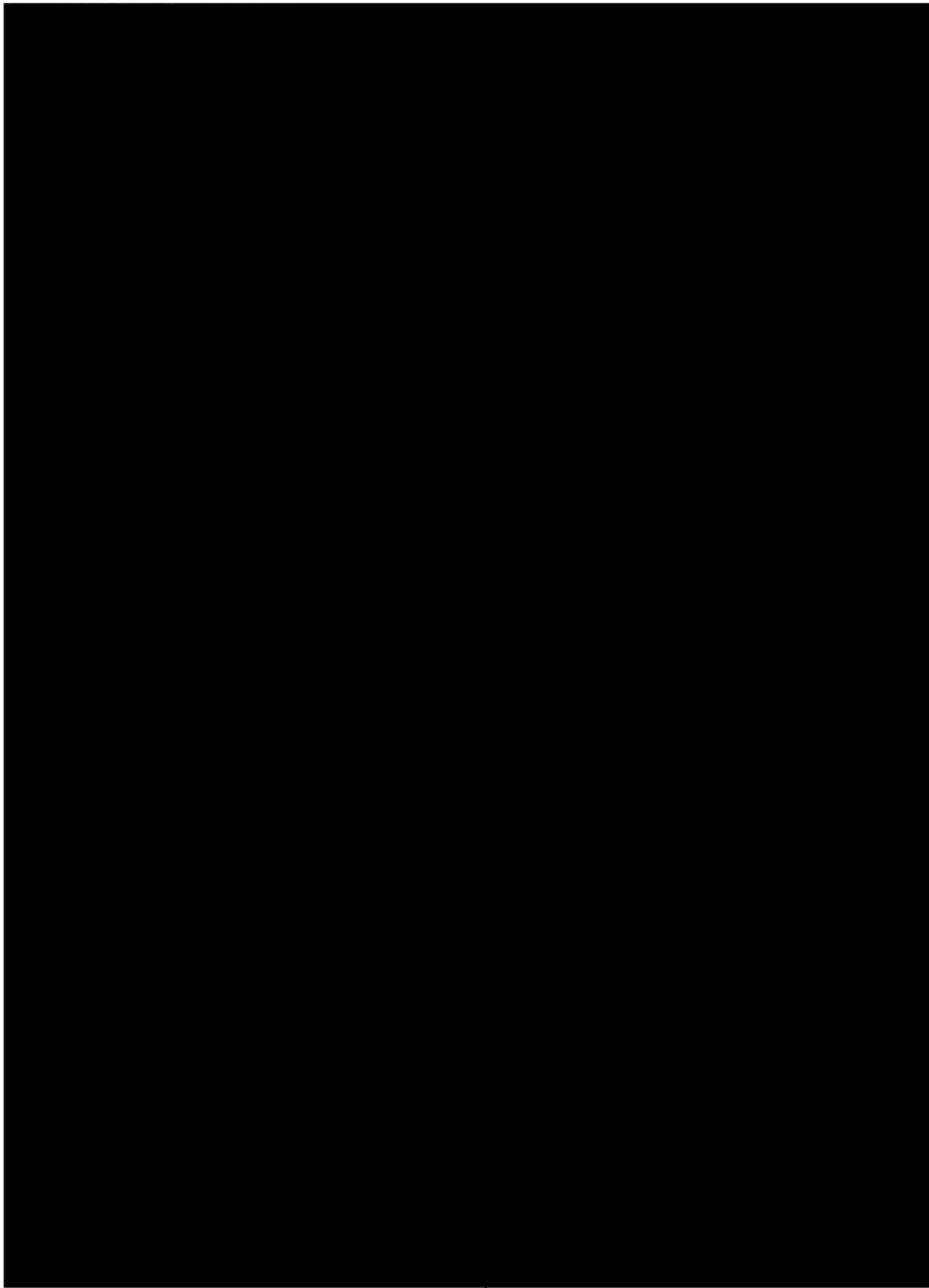








Redacted Copy

























Redacted Copy

## 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.

Victor Mancebo

Chief Executive Officer

**Printed Name of Verifying Individual**

**Title of Verifying Individual**



12/30/2022

**Signature of Verifying Individual**

**Verification Date**















































































































**FORM K: Affidavit of Entity Applicant for  
Alabama Medical Cannabis License**

STATE OF Florida )  
 )  
Miami-Dade COUNTY )

Before me, the undersigned notary, did appear the Affiant, who after being by me first duly sworn, did state under oath as follows (*please type or print legibly*):

1. NAME OF ENTITY APPLYING FOR LICENSE: TheraTrue Alabama LLC

2. NAME OF AFFIANT: Victor E. Mancebo

3. AFFIANT'S POSITION WITH APPLICANT: Chief Executive Officer & Owner

4. AFFIANT IS THE APPLICANT'S (*Check One*):       Responsible Party       Contact Person  
**(The affidavit of BOTH individuals is required)**

5. TYPE OF LICENSE BEING SOUGHT BY APPLICANT (*Check One*):

Cultivator       Processor       Secure Transporter  
 Dispensary       Integrated Facility       State Testing Laboratory

6. On behalf of the Applicant, I do hereby affirm under oath as follows:

a. I, the undersigned Affiant named in paragraph 2 above, am an adult, over the age of 19 years and competent to provide this Affidavit.

VEM INITIAL HERE

b. In my position stated in paragraph 3 above, I have been duly authorized by the Applicant identified in paragraph 1 above (hereinafter, "Applicant") to provide this Affidavit.

**(Attach a copy of the entity applicant's written authorization to this Affidavit.)**

VEM INITIAL HERE

c. I understand and acknowledge that this Affidavit and the statements, information and documents or other exhibits accompanying it, are for the purpose of seeking one (1) license of the type specified in paragraph 5 above, on behalf of the Applicant. Neither I nor the Applicant are seeking a different Alabama Medical Cannabis license on behalf of any individual or any other entity.

VEM INITIAL HERE

d. That all statements, information, documents and other exhibits provided in the Application are true and correct, based on my own personal knowledge and a diligent investigation by me. To the extent any information provided therein was heretofore outside my personal knowledge or ability to affirm, I have personally communicated with those within the Applicant's business who have such personal knowledge, whose duties



include knowledge of the facts stated and/or the integrity of the documents or other exhibits, and I am able, based on such communications, to attest to their currentness and accuracy. This I and the Applicant affirm under penalty of perjury and other applicable sanctions under the AMCC Rules and Alabama law.

VEM INITIAL HERE

- e. Applicant understands and acknowledges that the license being applied for is a revocable privilege granted by this state and is not a property right, and that this Application likewise does not convey to, or otherwise entitle unto, the Applicant any rights to a license.

VEM INITIAL HERE

- f. Applicant understands, acknowledges, and will continue to respect and comply with AMCC Rules regarding limited communication during the Application process.

VEM INITIAL HERE

- g. Applicant consents to all background checks, examinations, inspections, and search and seizure by AMCC and law enforcement personnel during this Application process and afterward, to the extent a license is awarded.

VEM INITIAL HERE

- h. Applicant has no economic interest, as defined in the AMCC Rules, in any other license or Application for license under the Darren Wesley "Ato" Hall Compassion Act, § 20-2A-1, et seq., Code of Alabama 1975.

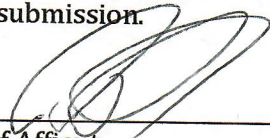
VEM INITIAL HERE

- i. I and the Applicant will at all times, to the best of our ability, comply with the AMCC Rules, and cooperate and maintain transparency with the AMCC, its staff and other agents.

VEM INITIAL HERE

- j. Any verification provided in the Application is hereby affirmed under oath to be true and correct as of the date of the Application's submission.

VEM INITIAL HERE

  
\_\_\_\_\_  
Signature of Affiant  
Acting for and on behalf of:

TheraTrue Alabama LLC  
\_\_\_\_\_  
Applicant

Sworn to and subscribed before me on this 28 day of December, 2022

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

My Commission Expires: May 23, 2024



Oscar Rene Donado  
Comm. #GG962105  
Expires: May 23, 2024  
Bonded Thru Aaron Notary

[SEAL]

LETTER OF AUTHORIZATION

Date: 12/27/2022

Alabama Medical Cannabis Commission  
RSA Dexter Avenue Building  
445 Dexter Avenue, Suite 8040  
Montgomery, AL 36104  
United States

RE: Authorization of Responsible Person as defined by Ala. Admin. Code, Reg. 538-x-3-.02 (15.).

To Whom It May Concern:

I hereby certify that I, Victor E. Mancebo, am Manager and Chief Executive Officer of TheraTrue Alabama LLC (“Applicant”) and that I am duly authorized to execute and deliver this Authorization.

I hereby authorize and designate Thomas P. Gretz, Director of Facilities, effective December 27, 2022, as a responsible party for TheraTrue Alabama LLC to speak and act on behalf of Applicant. This authority shall include but not be limited to providing “Form K: Applicant Affidavit” and acting as the “responsible person” on behalf of TheraTrue Alabama LLC pursuant to Ala. Admin. Code, Reg. 538-x-3-.02 (15.).

Sincerely,



---

NAME: Victor E. Mancebo  
ADDRESS: 12640 Stonebrook Circle, Davie, FL 33330  
ITS: Manager and Chief Executive Officer  
APPLICANT ENTITY: TheraTrue Alabama LLC

**FORM K: Affidavit of Entity Applicant for  
Alabama Medical Cannabis License**

STATE OF Florida )  
 )  
Miami-Dade COUNTY )

Before me, the undersigned notary, did appear the Affiant, who after being by me first duly sworn, did state under oath as follows *(please type or print legibly)*:

1. NAME OF ENTITY APPLYING FOR LICENSE: TheraTrue Alabama LLC

2. NAME OF AFFIANT: Thomas P. Gretz

3. AFFIANT'S POSITION WITH APPLICANT: Director of Facilities

4. AFFIANT IS THE APPLICANT'S *(Check One)*:       Responsible Party       Contact Person  
*(The affidavit of BOTH individuals is required)*

5. TYPE OF LICENSE BEING SOUGHT BY APPLICANT *(Check One)*:

- Cultivator       Processor       Secure Transporter  
 Dispensary       Integrated Facility       State Testing Laboratory

6. On behalf of the Applicant, I do hereby affirm under oath as follows:

a. I, the undersigned Affiant named in paragraph 2 above, am an adult, over the age of 19 years and competent to provide this Affidavit.

TE INITIAL HERE

b. In my position stated in paragraph 3 above, I have been duly authorized by the Applicant identified in paragraph 1 above (hereinafter, "Applicant") to provide this Affidavit.

*(Attach a copy of the entity applicant's written authorization to this Affidavit.)*

TE INITIAL HERE

c. I understand and acknowledge that this Affidavit and the statements, information and documents or other exhibits accompanying it, are for the purpose of seeking one (1) license of the type specified in paragraph 5 above, on behalf of the Applicant. Neither I nor the Applicant are seeking a different Alabama Medical Cannabis license on behalf of any individual or any other entity.

TE INITIAL HERE

d. That all statements, information, documents and other exhibits provided in the Application are true and correct, based on my own personal knowledge and a diligent investigation by me. To the extent any information provided therein was heretofore outside my personal knowledge or ability to affirm, I have personally communicated with those within the Applicant's business who have such personal knowledge, whose duties

include knowledge of the facts stated and/or the integrity of the documents or other exhibits, and I am able, based on such communications, to attest to their currentness and accuracy. This I and the Applicant affirm under penalty of perjury and other applicable sanctions under the AMCC Rules and Alabama law.

TE INITIAL HERE

- e. Applicant understands and acknowledges that the license being applied for is a revocable privilege granted by this state and is not a property right, and that this Application likewise does not convey to, or otherwise entitle unto, the Applicant any rights to a license.

TE INITIAL HERE

- f. Applicant understands, acknowledges, and will continue to respect and comply with AMCC Rules regarding limited communication during the Application process.

TE INITIAL HERE

- g. Applicant consents to all background checks, examinations, inspections, and search and seizure by AMCC and law enforcement personnel during this Application process and afterward, to the extent a license is awarded.

TE INITIAL HERE

- h. Applicant has no economic interest, as defined in the AMCC Rules, in any other license or Application for license under the Darren Wesley "Ato" Hall Compassion Act, § 20-2A-1, et seq., Code of Alabama 1975.

TE INITIAL HERE

- i. I and the Applicant will at all times, to the best of our ability, comply with the AMCC Rules, and cooperate and maintain transparency with the AMCC, its staff and other agents.

TE INITIAL HERE

- j. Any verification provided in the Application is hereby affirmed under oath to be true and correct as of the date of the Application's submission.

TE INITIAL HERE

TheraTrue  
Signature of Affiant  
Acting for and on behalf of:

TheraTrue Alabama LLC  
Applicant

Sworn to and subscribed before me on this 28 day of December, 2022.

[Signature]  
Notary Public

My Commission Expires: May 23, 2024

[SEAL]



**FORM K: Affidavit of Entity Applicant for  
Alabama Medical Cannabis License**

STATE OF Florida )  
 )  
Miami-Dade COUNTY )

Before me, the undersigned notary, did appear the Affiant, who after being by me first duly sworn, did state under oath as follows (*please type or print legibly*):

1. NAME OF ENTITY APPLYING FOR LICENSE: TheraTrue Alabama LLC

2. NAME OF AFFIANT: Dr. Paul Judge

3. AFFIANT'S POSITION WITH APPLICANT: Owner & Chairman

4. AFFIANT IS THE APPLICANT'S (*Check One*):  Responsible Party  Contact Person  
**(The affidavit of BOTH individuals is required)**

5. TYPE OF LICENSE BEING SOUGHT BY APPLICANT (*Check One*):

Cultivator  Processor  Secure Transporter  
 Dispensary  Integrated Facility  State Testing Laboratory

6. On behalf of the Applicant, I do hereby affirm under oath as follows:

a. I, the undersigned Affiant named in paragraph 2 above, am an adult, over the age of 19 years and competent to provide this Affidavit.

PJ INITIAL HERE

b. In my position stated in paragraph 3 above, I have been duly authorized by the Applicant identified in paragraph 1 above (hereinafter, "Applicant") to provide this Affidavit.

**(Attach a copy of the entity applicant's written authorization to this Affidavit.)**

PJ INITIAL HERE

c. I understand and acknowledge that this Affidavit and the statements, information and documents or other exhibits accompanying it, are for the purpose of seeking one (1) license of the type specified in paragraph 5 above, on behalf of the Applicant. Neither I nor the Applicant are seeking a different Alabama Medical Cannabis license on behalf of any individual or any other entity.

PJ INITIAL HERE

d. That all statements, information, documents and other exhibits provided in the Application are true and correct, based on my own personal knowledge and a diligent investigation by me. To the extent any information provided therein was heretofore outside my personal knowledge or ability to affirm, I have personally communicated with those within the Applicant's business who have such personal knowledge, whose duties

include knowledge of the facts stated and/or the integrity of the documents or other exhibits, and I am able, based on such communications, to attest to their currentness and accuracy. This I and the Applicant affirm under penalty of perjury and other applicable sanctions under the AMCC Rules and Alabama law.

PG INITIAL HERE

- e. Applicant understands and acknowledges that the license being applied for is a revocable privilege granted by this state and is not a property right, and that this Application likewise does not convey to, or otherwise entitle unto, the Applicant any rights to a license.

PG INITIAL HERE

- f. Applicant understands, acknowledges, and will continue to respect and comply with AMCC Rules regarding limited communication during the Application process.

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- g. Applicant consents to all background checks, examinations, inspections, and search and seizure by AMCC and law enforcement personnel during this Application process and afterward, to the extent a license is awarded.

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- h. Applicant has no economic interest, as defined in the AMCC Rules, in any other license or Application for license under the Darren Wesley "Ato" Hall Compassion Act, § 20-2A-1, et seq. Code of Alabama 1975.

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- i. I and the Applicant will at all times, to the best of our ability, comply with the AMCC Rules, and cooperate and maintain transparency with the AMCC, its staff and other agents.

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- j. Any verification provided in the Application is hereby affirmed under oath to be true and correct as of the date of the Application's submission.

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[Signature]

Signature of Affiant  
Acting for and on behalf of:

TheraTrue Alabama LLC  
Applicant

Sworn to and subscribed before me on this 28 day of December, 2022

[Signature]  
Notary Public

My Commission Expires: May 23, 2024

[SEAL]

