



STATE OF ALABAMA MEDICAL CANNABIS COMMISSION

P. O. Box 309585
Montgomery, Alabama 36130

September 2, 2025

Via Certified Mail and Email

Capitol Medical, LLC
c/o Mr. Zach Huey, Esq.
1745 Main Street, Suite D
Daphne, AL 36526
zach@hueylawfirm.com

Re: Initial Decision on Motion for Temporary Variance from AMCC Administrative Rules – Ala. Admin. Code r. 538-X-3-.06 (Amended Applications)

Dear Mr. Huey:

Please accept this as the initial AMCC staff decision on Capitol Medical LLC's (the "Applicant" or "Capitol") Motion for Temporary Variance from AMCC Administrative Rules (the "Motion"), seeking variance from Ala. Admin. Code r. 538-X-3-.06. Upon due consideration, the Motion is hereby **GRANTED IN PART** and **DENIED IN PART**.

PROCEDURAL BACKGROUND

1. Capitol filed the Motion on August 15, 2025 (attached as "**Exhibit A**").
2. AMCC acknowledged receipt of the Motion on August 19, 2025 (attached as "**Exhibit B**").
3. AMCC requested additional information from Capitol on August 20, 2025 (attached as "**Exhibit C**").
4. Counsel for Capitol responded to AMCC's request for additional information on August 29, 2025, which included the following:
 - Responses to AMCC's questions (attached as "**Exhibit D**");
 - "Letter of Intent" to lease the property situated at 1785 E Main Street, Dothan, AL 36303, which was executed by the Applicant and the property owner on December 20, 2022 (attached as "**Exhibit E**");

- Lease/Intent to Lease Termination Letter regarding the property situated at 1785 E Main Street, Dothan, AL 36303, which was executed by the Applicant on June 14, 2023 (attached as “**Exhibit F**”);
- “Letter of Intent” to lease the property situated at 1785 E Main Street, Dothan, AL 36303, which was executed by the Applicant and the property owner on December 12, 2023 (attached as “**Exhibit G**”); and
- “Letter of Intent” to lease the property situated at 1422 Westgate Parkway, Dothan, AL 36303, which was executed by the Applicant and the property owner on December 12, 2023 (attached as “**Exhibit H**”);

FACTUAL BACKGROUND

1. Capitol filed its initial dispensary license application on December 29, 2022, in accordance with the Darren Wesley “Ato” Hall Compassion Act, Ala. Code § 20-2A-1, et seq. (the “Act”) and the AMCC Administrative Rules, Ala. Admin. Code r. 538-X-1, et seq. (the “Rules”).
2. The initial application proposed three (3) dispensing sites, including one dispensing site proposed at 1785 E Main Street, Dothan, AL 36301 (the “Dothan I property”).
3. Capitol’s authority to occupy the Dothan property was evidenced in the initial application by a letter, dated December 20, 2022, from property owner Fulton Frumin (“**Exhibit C**” at p. C-3). In its supplement to the Motion, the Applicant provided a “Letter of Intent” to lease the Dothan I property, which was executed by the Applicant and the property owner on December 20, 2022 (attached as “**Exhibit E**”).
4. AMCC issued Capitol a Notice of Deficiency, pursuant to Ala. Admin. Code r. 538-X-3-.08, on February 13, 2023.
5. Capitol, in response to the Notice of Deficiency, filed its corrected application on February 28, 2023.
6. The corrected application proposed three (3) dispensing sites, including the Dothan I property.
7. Capitol’s authority to occupy the Dothan I property was evidenced in the corrected application by a letter, dated December 20, 2022, from property owner Fulton Frumin (“**Exhibit C**” at p. C-3). In its supplement to the Motion, the Applicant provided a “Letter of Intent” to lease the Dothan I property, which was executed by the Applicant and the property owner on December 20, 2022 (attached as “**Exhibit E**”).
8. Capitol’s application, as corrected, was deemed submitted by the Commission, at its meeting on April 13, 2023.
9. The Commission, at its meeting on June 12, 2023, voted to deny Capitol’s application for a dispensary license.

10. Capitol terminated its intent to lease the Dothan I property on June 14, 2023, as evidenced by a letter to the property owner from Gene Cody III, President of Moore Company Realty and an equity owner in the Applicant (attached as “**Exhibit F**”).
11. The Commission rescinded its licensing decisions of June 12, 2023, and, at its meeting on August 10, 2023, voted to deny Capitol’s application for a dispensary license.
12. The Commission, at its meeting on October 12, 2023, adopted an emergency rule (Ala. Admin. Code r. 538-X-3-.20ER), to provide special procedures for applicants in the initial offering of licenses, including the opportunity for applicants to make a presentation to the Commission regarding their applications.
13. In accordance with Ala. Admin. Code r. 538-X-3-.20ER, Capitol made its presentation to the Commission on November 29, 2023 (presentation slides attached as “**Exhibit I**”).
14. Capitol’s presentation slides referred specifically to three (3) proposed dispensing sites, including the Dothan I property (“**Exhibit I**” at p. I-8).
15. The Commission, at its meeting on December 1, 2023, voted to award a dispensary license to Capitol.
16. In its supplement to the Motion, the Applicant provided a letter detailing proposed lease terms for the Dothan I property, which was executed by the Applicant and the property owner on December 12, 2023 (attached as “**Exhibit G**”).

ADMINISTRATIVE CODE AUTHORITY

The dispensary application of Capitol was filed during the initial offering of licenses, which opened on September 1, 2022, and for which the application process is still ongoing. See Ala. Admin. Code r. 538-X-3-.02(3). The Rules provide specific dates and/or deadlines for the filing of an application (r. 538-X-3-.04(13)) and making application amendments (r. 538-X-3-.06). For the initial offering of licenses, the last day on which any applicant, regardless of circumstances, could file an amended application was March 24, 2023. See Ala. Admin. Code r. 538-X-3-.06(11). As noted above, Capitol timely filed its initial and corrected applications and the application, as corrected, was deemed submitted on April 13, 2023.

As Capitol recognizes in the Motion, a variance from the Rules is the appropriate action by an applicant seeking to amend its application outside the timeframes established by Ala. Admin. Code r. 538-X-3-.06. A variance may be either temporary (lasting no longer than six months unless extended by Commission after showing of good cause) or permanent. See Ala. Admin. Code r. 538-X-1-.08. An applicant seeking to file an untimely amendment to its application should seek a temporary variance of r. 538-X-3-.06, which, if approved, would last so long as needed for the applicant to effectuate the amendment filing process.

Regarding a temporary variance request, r. 538-X-1-.08(1) includes, but is not limited to, the following provisions:

- The Commission cannot grant a variance of any type in conflict with the Act; a temporary variance may not issue to excuse the requesting party from the mandates of the Act.
- Unless otherwise directed, a requesting party may operate consistently with its requested temporary variance pending its final disposition by the Commission.
- Circumstances warranting a temporary variance must be unusual, unforeseen to the requesting party, unavoidable (i.e., incapable of being addressed other than through special dispensation to have the Rule not apply), and for the prevention of undue hardship.
- A motion for temporary variance shall be reviewed and initially decided by AMCC staff.
- All unchallenged decisions by AMCC staff may be ratified, as appropriate, by a majority vote of the Commission upon due inquiry into the request at the next duly called meeting more than fourteen (14) days from the AMCC staff's decision.
- Within fourteen (14) days of the AMCC staff's denial of a motion for temporary variance, the aggrieved requesting party may file an electronically submitted notice of appeal, which shall be heard and decided by the majority vote of the Commission at the next duly called meeting more than fourteen (14) days from the date of filing the notice of appeal.
- Temporary Variances are not otherwise subject to appeal.

DISCUSSION

As noted above, Capitol's application, as deemed submitted by the Commission on April 13, 2023, proposed three (3) dispensing sites. These three dispensing sites included the Dothan I property. Through the Motion, Capitol seeks a temporary variance to file an untimely application amendment to change one of its proposed dispensing sites from the Dothan I property to another location in Dothan. In its supplement to the Motion, Capitol informs AMCC that it has secured 1422 Westgate Parkway, Dothan, AL 36303 (the "Dothan II property") as a replacement for the dispensing site location initially proposed at the Dothan I property. As evidence, Capitol provided a letter detailing proposed lease terms for the Dothan II property, which was executed by the Applicant and the property owner on August 26, 2025, and August 28, 2025, respectively (**Exhibit H**).

At no time prior to filing the Motion on August 15, 2023, did Capitol seek to amend its application or notify the Commission that any portion of its application was no longer current or accurate. This is true despite representations from Capitol's counsel and documentary evidence showing that Capitol's authority to occupy the Dothan I property, and therefore represent it as a proposed dispensing site, ended on June 14, 2023. Capitol has presented

no evidence that it had any authority to represent the Dothan I property as a proposed dispensing site for the period beginning on June 14, 2023, and ending on December 12, 2023. As noted in the Factual Background section above, relevant to this period is the Commission licensing decisions on August 10, 2023, Capitol's presentation to the Commission on November 29, 2023, and the Commission licensing decisions on December 1, 2023.

As to the Motion, filed on August 15, 2025, Capitol has complied with the filing requirements and, through its supplement filed on August 29, 2025, addressed all inquiries made by AMCC.

However, the evidence presented by Capitol contradicts a finding that, at the time of the Motion, the “[c]ircumstances warranting a temporary variance [are] unusual, unforeseen to [Capitol], unavoidable (i.e., incapable of being addressed other than through special dispensation to have [Rule 538-X-3-.06] not apply), and for the prevention of undue hardship.” Ala. Admin. Code r. 538-X-1-.08(1). Likewise, it is unavailing that such a finding would have been different at the time the Dothan I property was first unavailable, since the evidence indicates that Capitol could have foreseen or avoided its circumstances by not terminating the original Letter of Intent on June 14, 2023.

CONCLUSION

Upon consideration of Capitol Medical LLC's Motion for Temporary Variance from AMCC Administrative Rules, seeking variance from Ala. Admin. Code r. 538-X-3-.06, and supplemental information regarding same, the Motion is hereby **GRANTED IN PART** and **DENIED IN PART** as follows:

1. Capitol is permitted to amend its application to remove the proposed dispensing site located at 1785 E Main Street, Dothan, AL 36301.
2. Capitol is not permitted, without approval of the Commission, to amend its application to list any proposed dispensing site in place of the dispensing site removed as provided herein.

In addition to the foregoing, Capitol was directed on August 19, 2025, that “until further directed by the Commission, the Applicant shall not operate as if the requested variance has been approved or otherwise operate consistent with the requested variance” (see “**Exhibit B**”). This directive is unchanged by this decision.

This decision and all Exhibits attached hereto, which represent the full record in the Motion, shall be made a part of the Applicant's record before the Commission. As such, a copy will be transmitted to Administrative Law Judge Blake E. Brookshire, who was previously provided all dispensary applicant records in his capacity presiding over investigative hearings in the dispensary license category.

The Applicant may appeal this initial staff decision, and any such appeal shall be taken in accordance with the provisions of Ala. Admin. Code r. 538-X-1-.08(1).

Sincerely,



Justin C. Aday
General Counsel

EXHIBIT

A

**MOTION FOR TEMPORARY VARIANCE FROM AMCC ADMINISTRATIVE RULES
(BUSINESS LICENSE APPLICANTS & LICENSEES)**

RECEIVED

A separate motion must be filed for each administrative rule for which a variance is sought. *Aug 15, 2025*

Requestor Information:

Capitol Medical, LLC

Requestor's Business Name

2353 Bent Creek Rd. Suite 100

Business Mailing Address (include Apartment, Suite, Unit Number, etc.)

Auburn

City

2056570511

Phone Number

Alabama

State

36830

Zip

longleafmedical@gmail.com

Email Address

Requestor Type:



Business License Applicant



Business Licensee

License Type:



Integrated Facility



Cultivator



Processor



Secure Transporter



Dispensary



State Testing Laboratory

Period of Time Requested to be Out of Compliance (not to exceed 6 months):

Start Date:

August 15, 2025

End Date:

September 12, 2025

Rule for which Variance is Sought (include rule number and any applicable section, subsection, or paragraph number):

Rule 538-x-3-.06

Explanation of Circumstances Dictating Requestor be Out of Compliance with Rule:

Please see letter attached.

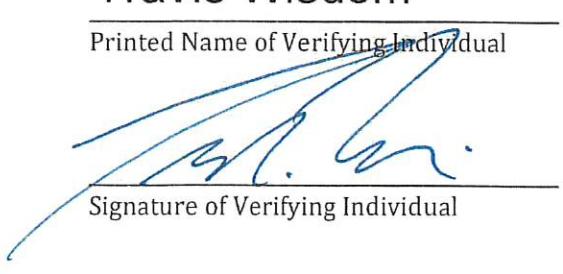
(Attach additional pages if necessary)

REQUESTOR VERIFICATION

1. The Requestor identified herein, as a business license applicant or licensee, is subject to the administrative rules of the Alabama Medical Cannabis Commission.
2. The Requestor, by filing this Motion for Temporary Variance from AMCC Administrative Rules, pursuant to Rule 538-x-1-08, is seeking a temporary variance from the rule identified herein.
3. The Requestor understands that a temporary variance, if granted, will relax or suspend the rule identified herein, as to the Requestor, for the period of time requested herein and not to exceed six (6) months.
4. The Requestor has provided an explanation of the circumstances dictating that it be out of compliance with the rule identified herein, and AMCC reserves the right to request additional information as may be necessary to make any initial or final determination on the Requestor's motion.
5. The Requestor understands that the circumstances dictating that the Requestor be out of compliance with the rule identified herein must be unforeseen to the Requestor, unavoidable (i.e., incapable of being addressed other than through special dispensation to have the rules not apply), and for the prevention of undue hardship.
6. The Requestor understands that this Motion for Temporary Variance from AMCC Administrative Rules will be reviewed and initially decided by AMCC staff, and that said decision will be communicated in writing to the Requestor.
7. The Requestor understands that if AMCC staff denies this motion, then the Requestor may challenge such denial by filing a Notice of Appeal with the Commission within fourteen (14) days of the date of the denial by AMCC staff.
8. The Requestor understands that a timely Notice of Appeal concerning AMCC staff's denial of this motion shall be considered by the Commission at its next duly called meeting more than fourteen (14) days after the date on which such Notice of Appeal is filed.
9. The Requestor understands that unchallenged decisions of AMCC staff may be ratified, as appropriate, by the Commission at its next duly called meeting more than fourteen (14) days after the date of the AMCC staff decision.

Travis Wisdom

Printed Name of Verifying Individual



Signature of Verifying Individual

Owner

Title of Verifying Individual

August 15, 2025

Verification Date

Submit this form, including any additional pages or other attachments, to AMCC via email at applications@amcc.alabama.gov.

August 15, 2025
1631 – Capitol Medical, LLC
Re: Request for Variance

My name is Zachary Huey, and I am counsel for Capitol Medical, LLC (“Applicant”). This letter is provided as an explanation of the circumstances pertaining to the requested variance.

The Applicant requests a variance on the rule regarding timeliness of an application amendment. Applicant requires a variance to change the address for the dispensing site currently located at 1785 E Main St. Dothan AL, 36301 to a new address in Dothan. Once the Applicant secures the new address, Applicant shall promptly provide the Commission with an updated application listing the proper dispensing site address, an updated Exhibit 18 Facilities Plan, and an updated Exhibit 19 Security Plan providing a different security floor plan on page 7 of 20. All other references in the application to the Dothan dispensing site should be construed as a reference to the new address. The Applicant shall review the application and make such further amendments as are consistent with the foregoing.

The Applicant is currently seeking a new property in Dothan and anticipates completing all amendments no later than the conclusion of the current investigative hearing.

The reason for this variance request is as follows:

As of August 14, 2025, the landlord rescinded permission to use the Dothan address unless applicant pays \$20,000. Even after the applied leverage, the landlord continued to agree to a lease. However, as of August 15, 2025, applicant has been informed the landlord is calling other applicants and the commission alleging the property is being used without his permission. The applicant will not work with individuals requesting prohibitive payments and making improper claims. The Applicant is now compelled based on the Applicant owner’s integrity to secure a new dispensing site.

The next steps are as follows:

- (1) Applicant, through one of its owners who is a commercial realtor, secures a new property address in Dothan.
- (2) Applicant drafts a new floor plan and security plan for the location.
- (3) Applicant submits to the Commission a revised application, Exhibit 18, Exhibit 19, and such other amendments to the application as are required.

If you have any questions, comments or concerns regarding the foregoing, please contact me at the information below.

Sincerely,

Zachary Huey
1745 Main Street, Suite D
Daphne, AL 36526
Office: 251-270-4820
Email: zach@hueylawfirm.com

Aday1, Justin (AMCC)

From: Zach Huey <Zach@hueylawfirm.com>
Sent: Friday, August 15, 2025 12:18 PM
To: Applications (AMCC)
Cc: Aday1, Justin (AMCC); Travis Wisdom; longleafmedical@gmail.com
Subject: Request for Variance - 1785 E Main St. Dothan AL 36301
Attachments: 2025.08.15 Capitol Medical LLC_Request for Variance Dothan with Letter (signed).pdf

Hello,

Please see attached to this email a request for variance for the Capitol Medical, LLC dispensing site located at 1785 E Main St. Dothan AL. 36301.

Do not hesitate to contact me with any questions, comments or concerns.

Best,

Zach Huey
1745 Main St. Suite D
Daphne AL, 36526
251-270-4820
[Huey Law Firm](#)
[Schedule a meeting](#)

EXHIBIT

B



STATE OF ALABAMA MEDICAL CANNABIS COMMISSION

P. O. Box 309585
Montgomery, Alabama 36130

August 19, 2025

Via Email: zach@hueylawfirm.com

Capitol Medical, LLC
c/o Mr. Zachary Huey, Esq.
1745 Main Street, Suite D
Daphne, AL 36526

Re: Motion for Temporary Variance from AMCC Administrative Rules – Ala. Admin. Code r. 538-X-3-.06 (Amended Applications)

Dear Mr. Huey:

This is to confirm that, on August 15, 2025, we received from you, on behalf of Capitol Medical, LLC (the “Applicant”), a Motion for Temporary Variance from AMCC Administrative Rules (the “Motion”), seeking variance from Ala. Admin. Code r. 538-X-3-.06.

As provided in Ala. Admin. Code r. 538-X-1-.08(1), the Motion will “be reviewed and initially decided by AMCC staff.” As part of this review, you may be required to submit additional information and documentation on behalf of the Applicant. We may also request information and/or documentation from other individuals and entities deemed relevant to review of the Motion. At this time, we are unable to estimate the length of the review period or the date on which we will issue an initial determination on the Motion.

The rules also provide that “[u]nless otherwise directed, a requesting party may operate consistently with its requested temporary variance pending its final disposition by the Commission.” Ala. Admin. Code r. 538-X-1-.08(1). You are hereby directed that, until further directed by the Commission, the Applicant shall not operate as if the requested variance has been approved or otherwise operate consistent with the requested variance. Instead, the Applicant shall continue to operate consistent with the information in its application, as deemed submitted by the Commission on April 13, 2023.

Please reach out to me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "JUSTIN C. ADAY".
Justin C. Aday
General Counsel

EXHIBIT

C

Aday1, Justin (AMCC)

From: Aday1, Justin (AMCC)
Sent: Wednesday, August 20, 2025 11:43 AM
To: Zach Huey
Subject: RE: Request for Variance - 1785 E Main St. Dothan AL 36301
Attachments: Capitol Medical LLC - Pages from 1058_Exhibit 18_Facilities (Page 5).pdf

Mr. Huey:

Attached is page 5 from Exhibit 18 (Facilities) of Capitol Medical, LLC's (the "Applicant") application. The page includes a letter, dated December 20, 2022, in which Fulton L. Frumin and Susan E. Frumin confirm that they entered a formal agreement with the Applicant to "provide commercial real estate located at 1785 East Main Street, Dothan, AL 36301, for the purpose of operating a medical cannabis dispensary." It is unclear from the letter what type of agreement was entered (i.e., purchase, lease, or some other arrangement) or the terms of the agreement. For purposes of this writing, I'll refer to the property at 1785 East Main Street, Dothan, AL 36301 as the "subject property" and I'll refer to the agreement referenced in the December 20, 2022, letter as the "original agreement" between the Applicant and owners of the subject property.

For purposes of reviewing the Applicant's current variance request, please provide responses to the following:

1. What type of agreement was entered by the Applicant and the owners of the subject property?
2. What was the effective date, term, and expiration date of the original agreement?
3. If the original agreement terminated (pursuant to its terms and/or by operation of law) or was terminated by either party, have there been any renewals of the original agreement or subsequent agreements regarding the subject property?

In addition to responses to these questions, please provide me a copy of the complete and fully executed original agreement and, if applicable, any subsequent agreements or renewals regarding the subject property.

Regards,

Justin C. Aday
General Counsel
Alabama Medical Cannabis Commission
334-353-1452

From: Zach Huey <Zach@hueylawfirm.com>
Sent: Friday, August 15, 2025 12:18 PM
To: Applications (AMCC) <applications@amcc.alabama.gov>
Cc: Aday1, Justin (AMCC) <justin.aday@amcc.alabama.gov>; Travis Wisdom <traviswisdom@auburnlegal.com>; longleafmedical@gmail.com
Subject: Request for Variance - 1785 E Main St. Dothan AL 36301

Hello,

Please see attached to this email a request for variance for the Capitol Medical, LLC dispensing site located at 1785 E Main St. Dothan AL 36301.

Do not hesitate to contact me with any questions, comments or concerns.

Best,

Zach Huey
1745 Main St. Suite D
Daphne AL, 36526
251-270-4820
[Huey Law Firm](#)
[Schedule a meeting](#)

December 20, 2022

Dear Capitol Medical LLC,

We are pleased to provide this letter of support for your application for a Medical Cannabis Dispensary in Dothan, Alabama. We appreciate the opportunity to participate in achieving your goals within Alabama's Medical Cannabis Program.

This document confirms that Capitol Medical LLC (doing business as Longleaf Medical) has entered into a formal agreement with Fulton L Frumin and Susan E Frumin to provide commercial real estate located at 1785 East Main Street, Dothan, AL 36301, for the purpose of operating a medical cannabis dispensary.

We have had the pleasure of working with you and your team and have full confidence in your ability to successfully contribute to Alabama's Medical Cannabis Program with integrity, ethics and extensive business knowledge.

We wish you all the best and success in your venture of obtaining a license to establish a Medical Cannabis Dispensary to provide Alabama patients with the much needed alternative form of treatment.

Sincerely,

Fulton Frumin

Fulton Frumin (Dec 20, 2022 11:40 CST)

Name: Fulton Frumin
Title: Managing Member/Owner
Entity: Fulton L Frumin/Frumin Realty and Investments and Susan E Frumin

18.5 – Local Jurisdiction Approvals

The City Council of the City of Dothan, Alabama adopted Ordinance NO. 2022-290, authorizing the operation of medical cannabis dispensary within the corporate limits of the City of Dothan. In compliance with 538-x-3-.05 (1)(m)(7), 583-x-8-.04(4) and §20-2A-51(C), please see attached copy of ordinance (identified as "Attachment to Exhibit 18, Section 18.5 – Dothan City Ordinance Authorizing Medical Cannabis Dispensary Operations").

18.6 – 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

EXHIBIT

D

Aday1, Justin (AMCC)

From: Zach Huey <Zach@hueylawfirm.com>
Sent: Friday, August 29, 2025 3:01 PM
To: Aday1, Justin (AMCC)
Subject: Re: Request for Variance - 1785 E Main St. Dothan AL 36301
Attachments: 1785 E. Main Street LOI revised - signed.pdf; LOI for Lease _1422 Westgate-updated_clean.docx.pdf; Signed 1785 E Main Lease_corrected.pdf; Termination Letter_1785 E Main St.pdf

Hello Mr. Aday,

I appreciate the follow-up. Please see answers below, and the LOI agreements attached.

For purposes of reviewing the Applicant's current variance request, please provide responses to the following:

1. What type of agreement was entered by the Applicant and the owners of the subject property?

A LOI/lease was executed with the landlord. Please see attached.

2. What was the effective date, term, and expiration date of the original agreement?

The effective date was December 20, 2022 of the original LOI/lease. The term was \$1,500 a month until delivery. The expected delivery date was July 1, 2023. The original LOI/lease was terminated on June 14, 2023. A new LOI was executed December 12, 2023.

3. If the original agreement terminated (pursuant to its terms and/or by operation of law) or was terminated by either party, have there been any renewals of the original agreement or subsequent agreements regarding the subject property?

Yes, please see the termination letter and subsequent revised LOI attached (and referenced in the previous answer). The parties maintained an understanding to lease until August 14, 2025. At which time conversations ultimately broke down, necessitating this Request for Variance and Application Amendment.

I apologize for the delay. I have been juggling a bit, and it took me longer than I wanted to respond. Thank you for your patience as we go through this process. Further, I am pleased to say a new location has been secured. Please see LOI for 1422 Westgate Pkwy Dothan, AL attached. We are working on revised floor plans and security plans now, and will provide all the foregoing as completed.

If you have any further questions, comments or concerns please do not hesitate to reach out.

Best,

Zach Huey
1745 Main St. Suite D
Daphne AL, 36526
251-270-4820
[Huey Law Firm](#)
[Schedule a meeting](#)

From: Zach Huey <Zach@hueylawfirm.com>
Sent: Wednesday, August 20, 2025 12:48 PM
To: Aday1, Justin (AMCC) <justin.aday@amcc.alabama.gov>
Subject: Re: Request for Variance - 1785 E Main St. Dothan AL 36301

Mr. Aday,

Message received and under review.

Be in touch shortly.

Best,

Zach Huey
251-270-4820
Huey Law Firm

This communication was sent by phone. Please excuse any typos.

From: Aday1, Justin (AMCC) <justin.aday@amcc.alabama.gov>
Sent: Wednesday, August 20, 2025 11:43 AM
To: Zach Huey <Zach@hueylawfirm.com>
Subject: RE: Request for Variance - 1785 E Main St. Dothan AL 36301

Mr. Huey:

Attached is page 5 from Exhibit 18 (Facilities) of Capitol Medical, LLC's (the "Applicant") application. The page includes a letter, dated December 20, 2022, in which Fulton L. Frumin and Susan E. Frumin confirm that they entered a formal agreement with the Applicant to "provide commercial real estate located at 1785 East Main Street, Dothan, AL 36301, for the purpose of operating a medical cannabis dispensary." It is unclear from the letter what type of agreement was entered (i.e., purchase, lease, or some other arrangement) or the terms of the agreement. For purposes of this writing, I'll refer to the property at 1785 East Main Street, Dothan, AL 36301 as the "subject property" and I'll refer to the agreement referenced in the December 20, 2022, letter as the "original agreement" between the Applicant and owners of the subject property.

For purposes of reviewing the Applicant's current variance request, please provide responses to the following:

1. What type of agreement was entered by the Applicant and the owners of the subject property?
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In addition to responses to these questions, please provide me a copy of the complete and fully executed original agreement and, if applicable, any subsequent agreements or renewals regarding the subject property.

Regards,

Justin C. Aday
General Counsel

From: Zach Huey <Zach@hueylawfirm.com>
Sent: Friday, August 15, 2025 12:18 PM
To: Applications (AMCC) <applications@amcc.alabama.gov>
Cc: Aday1, Justin (AMCC) <justin.aday@amcc.alabama.gov>; Travis Wisdom <traviswisdom@auburnlegal.com>; longleafmedical@gmail.com
Subject: Request for Variance - 1785 E Main St. Dothan AL 36301

Hello,

Please see attached to this email a request for variance for the Capitol Medical, LLC dispensing site located at 1785 E Main St. Dothan AL. 36301.

Do not hesitate to contact me with any questions, comments or concerns.

Best,

Zach Huey
1745 Main St. Suite D
Daphne AL, 36526
251-270-4820
[Huey Law Firm](#)
[Schedule a meeting](#)

EXHIBIT

E

20 December 2022

Re: Letter of Intent to Lease 1785 E. Main Street, 3000 SF, Dothan, AL 36301 We are pleased to present to you this letter ("**Letter of Intent**") which sets forth the terms and conditions for a Lease Agreement. This Letter of Intent is intended to be a binding contract which will provide the following terms and conditions for a lease document.

Tenant: Capitol Medical LLC, an Alabama limited liability company – d/b/a "Longleaf Medical"

Landlord: Fulton L Frumin and Susan E Frumin

Premises: 1785 E. Main Street
Dothan, AL 36303

Size: 3,000 SF

Use: Tenant shall operate as a Medical Marijuana Dispensary. Tenant shall meet all standards, maintain city, county and state licenses and procedures in effect for such a business during the Term of the Lease.

Initial Lease Term: Five (5) Years from the Rent Commencement Date

Option: Any options to renew will need Landlord approval. Renewals will have 5% annual increases.

Rent: \$12.00/SF/YR plus \$2.50/SF/YR CAM.

Delivery Date: 01 July 2023

Rent Commencement: Upon delivery of premises

Holding Fee: Tenant will pay a non-refundable "Holding Fee" of \$1,500 per month until date of Delivery. An additional one-time payment of \$15,000 made to Landlord if awarded license.

Termination:

If Tenant doesn't obtain a license, this LOI and/or Lease can be cancelled with no future obligations and Holding Fee payments will cease.

Holding Fee

Commencement:

01 January 2023

Space Planning:

All space planning for Tenant's space shall be coordinated with Landlord.

Terms of Agreement:

Landlord and Tenant hereby agree that this LOI shall be binding between the Parties. The terms of this LOI shall govern until the Lease is executed.

Brokerage:

Commission to be paid by Seller to NAI TALCOR and Moore Company Realty, INC per terms of separate agreement.

The parties to this letter of intent will be bound to each other until such time as a lease agreement has been fully executed.

Accepted by:

LANDLORD

By: Fulton Frumin
Fulton Frumin (Dec 20, 2022 11:39 CST)
Printed: Fulton Frumin
Date: Dec 20, 2022

TENANT:

DocuSigned by:
By: Robby Brantley
916059D5B0A94FB...
Printed: Robby Brantley
Date: 12/20/2022

EXHIBIT

F



June 14, 2023

Fulton L. Frumin and Susan E. Frumin

RE: Letter of Intent
1785 E. Main Street
Dothan, AL 36301

Dear Mr. and Mrs. Frumin,

In reference to the Letter of Intent to Lease dated December 20, 2022, due to our failure to obtain licensing from the State of Alabama, we are hereby notifying you of our Termination of the LOI for the above referenced property.

Sincerely,

A handwritten signature in blue ink that reads "Gene Cody III, CCIM".

Gene Cody III, CCIM

President

Moore Company Realty

(334)262-1958

EXHIBIT

G



December 12, 2023

Fulton L. Frumin
4304 Village Oaks Ln.
Atlanta, GA 30338

Via Electronic Mail:

RE: 1785 E. Main Street, Dothan, AL – Letter of Intent to lease 2,400± SF

4,500 +/- SF

Dear Mr. Frumin:

Pursuant to our discussions, the following represents the general terms by which **Capitol Medical LLC** (the “Tenant”) proposes to enter into a Lease Agreement with **Fulton L. Frumin** (the “Landlord”) for office/retail space located at 1785 E. Main Street, Dothan, AL. **Tenant** has been awarded a medical cannabis dispensary license from the State of Alabama, which permits the Tenant to operate dispensaries within the State of Alabama.

Tenant: Capitol Medical LLC, an Alabama limited liability company – d/b/a “Longleaf Medical”.

Landlord: Fulton L. Frumin

Use: The use of the Premises shall be for a licensed and approved medical dispensary unless otherwise agreed in writing by Landlord.

Premises: Approximately 4,500 square feet +/- of space located in the Building. (the “Premises”)

Primary Term: Five (5) years from the Rent Commencement Date.

Permitted Use: The operation of a cannabis retail dispensary, whether medical, adult use or otherwise, as may be permitted under Alabama law from time to time, together with such other uses as may be necessary or related thereto. Landlord hereby acknowledges Tenant’s intended Permitted Use, as Tenant has been awarded a licensed by the State of Alabama to distribute cannabis at the Premises, and Landlord hereby approves the use of the Premises for the Permitted Use.

Base Rent: The annual Base Rent shall be calculated in accordance with the following rates:

<u>MONTHS</u>	<u>RATE/RENTABLE S.F.</u>
Months 1-60:	\$10.00 psf To be further discussed [initials]

Renewal Terms: Provided Tenant has neither committed nor suffered to occur any default under the Lease and the Lease is then in full force and effect, the Landlord agrees that the Tenant shall have the right to extend the term of this for two (2) extension terms of Five (5) Years beyond the initial term on the following additional conditions: Five (5) extension terms of Two (2) Years [initials]



1. Tenant shall serve upon Landlord a notice in writing of its election to extend the Term; such notice to be served upon and received by Landlord not later than ninety (90) days prior to the end of the then current Term.
2. The leasehold obligations and terms of the Lease shall continue the same for the period of each extension term except that the minimum guaranteed rental during each such extension term shall be at a ten percent (10%) increase each option period. There are no conditions to Tenant's right to exercise other than that Tenant not be in default beyond applicable notice and cure periods at the time Tenant exercises the right.

Landlord Delivery Date:

Delivery date is the date the Landlord delivers the Premises in a substantially complete condition, as agreed upon, to the Tenant. Landlord agrees to deliver the Premises exclusively to Tenant no later than thirty (30) days from Lease Execution.

Due Diligence:

For a period of one hundred eighty (180) days from Lease Execution (the "Due Diligence Period"), Tenant shall use reasonable due diligence to obtain all necessary and required municipal, county, and/or state approvals required to use the Premises for the Permitted Use (the "Approvals"). Upon request, Landlord will supply any documents or information in Landlord's possession necessary for Tenant to obtain the Approvals and will provide signatures as required for Approvals involving the Premises. Tenant will provide Landlord with written notice approving the Premises upon receiving all necessary Approvals (the "Approval Notice"). Tenant shall be solely responsible for all costs associated with obtaining the Approvals. If Tenant is unable to obtain all required Approvals, Tenant may terminate the contemplated Lease prior to the expiration of the Due Diligence Period, with all monies deposited with Landlord forfeited by Tenant. All monies deposited with Landlord shall become nonrefundable upon the expiration of the Due Diligence Period. If Tenant is unable to obtain all Approvals, Landlord hereby agrees the Lease contemplated herein shall be null and void, and if such Lease has been executed, the Lease shall be terminated.

Possession Date: January 1, 2024

Rent Commencement Date: April 1, 2024

Security Deposit: Equal to ~~first month's rent~~ ~~Six (6) month's rent~~ ~~1/25~~

Common Area Maintenance: Pro rata share

Taxes: Pro rata share

Insurance: Pro rata share

Improvements: Tenant shall accept the space in Vanilla box condition; cement floor, ready-to-paint walls, working electrical outlets, lighting, bathroom(s) (ADA compliant), finished ceiling, heating, and air conditioning. All tenant improvements to the Premises shall be subject to Landlord's written approval.



Exclusive Use:

Landlord hereby agrees that during the Term, Landlord shall not lease, rent, occupy or permit to be occupied or used any portion of the shopping center of which the Premises is a part, the shopping center parcel, and any other property owned or operated by Landlord within a three (3) mile radius of the Premises for the operation of: (i) the Permitted Use by anyone other than Tenant; and (ii) a so-called smoke shop or head shop whose business includes, but is not limited to, the sale of cigarettes and other tobacco products, any marijuana related products, devices and batteries, including but not limited to, electronic cigarettes and vaporizers.

Subject to the condition precedent that the Tenant is not otherwise in default under the Lease, for the Initial Term and any elected Renewal Term, Landlord shall not contract for any public, private or charter school tenant uses within shopping center of which the Premises is a part, the shopping center parcel, and any other property owned or operated by Landlord that is within five hundred (500) feet of the Premises.

Tenant Allowance:

N/A

Maintenance & Repair:

Landlord: Roof, structure, exterior, parking lots, sidewalks, and driveways.

Tenant:

All interior and HVAC system after same having been delivered to Tenant less than 5 years old and in working condition. All interior and HVAC system will be delivered to Tenant as-is and in good working condition.

Space Planning:

All space planning for Tenant's space shall be coordinated with Landlord.

Commission:

Landlord shall pay a real estate brokerage commission to Moore Company Realty, Inc. ("Broker"), after execution of a lease between Landlord and Tenant, in accordance with a separate agreement with Broker - NAI JALCOR. Tenant represents and warrants that there are no claims for brokerage commissions or finder's fees other than as set forth in this Section in connection with this Lease, and agrees to indemnify Landlord against and hold it harmless from all liability arising from any such claim.

Lease Form:

Tenant agrees to use Landlord's standard Lease Agreement subject to modification, inclusion or exclusion of terms and conditions acceptable to both parties.

Signage:

Tenant shall be permitted to install, at Tenant's cost, the maximum signage allowable by code on the building façade as well as signage on any monument or pylon sign with Landlord's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Tenant will have the rights to the signage locations on the building, marquee, and directory currently or previously used by the previous tenant of the Premises. Landlord also agrees to list Tenant on its website, marketing materials, and directories located around the property. Landlord shall be responsible for the removal of any unwanted existing signage.

Limitation of Remedies:

Notwithstanding any provision of this LOI or subsequent Lease, Landlord hereby agrees that Landlord's rights and remedies following a default, breach, surrender or any other failure to perform under this LOI, or subsequent Lease, shall not include the seizure of assets of any product containing any amount of marijuana, any ancillary marijuana product or delivery device or any product otherwise regulated by the Alabama Medical Cannabis Commission (or any such successor). Landlord shall not be entitled to a



repayment or remedy that provides Landlord inventory that contains any amount of marijuana, in any form, whether flower or infused product, or any ancillary marijuana product or delivery device or any product otherwise regulated by the Alabama Medical Cannabis Commission (or any such successor). Landlord hereby forfeits any such remedy. In addition, Landlord hereby understands and agrees that a license, whether provisional or final, is not an asset that may be seized by Landlord or available as a remedy for a default, breach or other failure to perform under this LOI or subsequent Lease.

The Lease shall contain a provision stating that should the government of the United States of America or any agency, authority or instrumentality thereof, or any quasi-governmental agency (i) request that Landlord or Tenant cancel the Lease or terminate the operation of the Premises for the Permitted Use or take any action to terminate, materially interfere, or materially disrupt Tenant's use of the Premises, (ii) fine, penalize, sanction, prosecute, or convict Landlord and/or Tenant, or threaten to fine, penalize, sanction, prosecute or convict Landlord and/or Tenant, (iii) seize or threaten to seize all or any portion of the Premises, any other property or assets of Landlord, and/or any property or assets of Tenant or its affiliates, or (iv) inform, notice, commence or threaten to commence any civil action against Tenant as a result of or in connection with Tenant's operation or proposed operation of its business at the Premises for the Permitted Use, Tenant shall be entitled to terminate the Lease by providing to Landlord a written termination notice (the "Termination Notice"). In the event Tenant delivers a Termination Notice to Landlord, the Lease shall terminate as of the date ("Termination Date") set forth in the Termination Notice, provided that the Termination Date shall not be less than thirty (30) days after the date of the Termination Notice. If any covenants, conditions, restrictions, or similar encumbrances on the real property where the Premises are located are enforced in a manner that may result in termination of the operation of the Premises for the Permitted Use, then Tenant may, in its sole judgment and discretion, give the Landlord a minimum of 30 days' notice in writing and terminate this Lease.

Special Stipulations:

Tenant shall have the right, without the consent of Landlord, to assign the Lease in its entirety or to sublet all or any portion of the Premises to: (a) any entity resulting from a merger or a consolidation with Tenant or Tenant's related entities; (b) any entity succeeding to the business operated by Tenant at the Premises; (c) any subsidiary or affiliated company of Tenant; or (d) any other party permissible under the law. In the event that Tenant sublets all or any portion of the Premises, Tenant shall remain liable under the Lease.

The parties hereto agree that the information set forth herein is intended to be private and confidential between the Parties executing this LOI and shall not be disclosed to third parties without the written consent of each Party to this LOI. Please be advised that this letter of intent is an offer to lease but is not intended to create a legally binding obligation to lease.

Until the foregoing general terms and conditions are incorporated in a formal Lease Agreement and executed by Landlord and Tenant, we do not have an enforceable Lease Agreement.

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



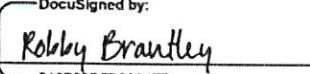
Sincerely,

A handwritten signature in blue ink that appears to read "Gene Cody".

Gene Cody, CCIM
Moore Company Realty, Inc.
(334) 262-1958

The aforementioned lease terms for office/retail space at 1785 E. Main Street, Dothan, Alabama are accepted this day

Tenant: Capitol Medical LLC

By: 
Robby Brantley
916B59D5B6A94FB
Its: CEO

Landlord: Fulton L. Frumin

By: 
Fulton L. Frumin (Dec 29, 2023 16:39 EST)
Its: CEO

1785 E. Main Street LOI revised (002)

Final Audit Report

2023-12-29

Created:	2023-12-29
By:	Kenny Whatley (sauty@talcor.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_57lwXMiB2MKxAWdPHYCfw7wCsSOK74j

"1785 E. Main Street LOI revised (002)" History

-  Document created by Kenny Whatley (sauty@talcor.com)
2023-12-29 - 7:07:44 PM GMT- IP address: 24.35.16.188
-  Document emailed to Fulton Frumin (frumin5@aol.com) for signature
2023-12-29 - 7:07:54 PM GMT
-  Email viewed by Fulton Frumin (frumin5@aol.com)
2023-12-29 - 9:35:21 PM GMT- IP address: 104.28.97.27
-  Document e-signed by Fulton Frumin (frumin5@aol.com)
Signature Date: 2023-12-29 - 9:39:44 PM GMT - Time Source: server- IP address: 98.97.168.198
-  Agreement completed.
2023-12-29 - 9:39:44 PM GMT

EXHIBIT

H



August 26, 2025

Vishal Anand
1422 Westgate Pkwy
Dothan, AL 36303
Attn: Vishal Anand
Via Electronic Mail:

RE: 1422 Westgate Pkwy Dothan, AL 36303

Dear Mr. Anand:

Pursuant to our discussions, the following represents the general terms by which **Capitol Medical LLC** (the “Tenant”) proposes to enter into a Lease Agreement with **Fortner Plaza, LLC** (the “Landlord”) for office space located at 1422 Westgate Pkwy Dothan, AL 36303 (“the Building”). Tenant is applying for a medical cannabis dispensary license from the State of Alabama, which permits the Tenant to operate dispensaries within the State of Alabama.

Tenant: **Capitol Medical LLC, an Alabama limited liability company – d/b/a “Longleaf Medical”.**

Landlord: **Fortner Plaza, LLC**

Use: The use of the Premises shall be for a licensed and approved medical dispensary unless otherwise agreed in writing by Landlord.

Premises: Approximately 2,046 square feet +/- of space located in the Building. (the “Premises”)

Primary Term: Five (5) years from the Rent Commencement Date.

Permitted Use: The operation of a cannabis retail dispensary, whether medical, adult use or otherwise, as may be permitted under Alabama law from time to time, together with such other uses as may be necessary or related thereto. Landlord hereby acknowledges Tenant’s intended Permitted Use, as Tenant is expecting to be duly licensed by the State of Alabama to distribute cannabis at the Premises, and Landlord hereby approves the use of the Premises for the Permitted Use.

Base Rent: The annual Base Rent shall be calculated in accordance with the following rates:

<u>MONTHS</u>	<u>BASE RENT</u>
Months 1-60:	\$3,500 Monthly

Renewal Terms: Provided Tenant has neither committed nor suffered to occur any default under the Lease and the Lease is then in full force and effect, the Landlord agrees that the Tenant



shall have the right to extend the term of this for two (2) extension terms of Five (5) Years beyond the initial term on the following additional conditions:

1. Tenant shall serve upon Landlord a notice in writing of its election to extend the Term; such notice to be served upon and received by Landlord not later than ninety (90) days prior to the end of the then current Term.

2. The leasehold obligations and terms of the Lease shall continue the same for the period of each extension term except that the minimum guaranteed rental during each such extension term shall be at a ten percent (10%) increase each option period. There are no conditions to Tenant's right to exercise other than that Tenant not be in default beyond applicable notice and cure periods at the time Tenant exercises the right.

Landlord Delivery Date:

Delivery date is the date the Landlord delivers the Premises in a substantially complete condition, as agree upon, to the Tenant. Landlord agrees to deliver the Premises exclusively to Tenant no later than thirty (30) days following Landlord's receipt of the Approval Notice.

Due Diligence:

For a period of one hundred twenty (120) days beginning October 1, 2025 (the "Due Diligence Period"), Tenant shall use reasonable due diligence to obtain all necessary and required municipal, county, and/or state approvals required to use the Premises for the Permitted Use (the "Approvals"). Tenant shall pay the Monthly Base Rent and Additional Rent during the Due Diligence Period. Upon request, Landlord will supply any documents or information in Landlord's possession necessary for Tenant to obtain the Approvals and will provide signatures as required for Approvals involving the Premises. Tenant will provide Landlord with written notice approving the Premises upon receiving all necessary Approvals (the "Approval Notice"). Tenant shall be solely responsible for all costs associated with obtaining the Approvals. If Tenant is unable to obtain all required Approvals, Tenant may terminate the contemplated Lease prior to the expiration of the Due Diligence Period. All monies deposited with Landlord shall become nonrefundable upon the expiration of the Due Diligence Period. If Tenant is unable to obtain all Approvals, Landlord hereby agrees the Lease contemplated herein shall be null and void, and if such Lease has been executed, the Lease shall be terminated.

Rent Commencement

Date:

Ninety (90) days after Landlord Delivery Date or when Tenant opens for business, whichever comes first.

Security Deposit:

Equal to first month's rent. (non-refundable)

**Common Area
Maintenance:**

Tenant Pays Full Amount

Taxes:

Landlord Pays Full Amount

Insurance:

Landlord Pays Full Amount



Improvements:

Tenant shall accept the space in Vanilla box condition; cement floor, ready-to-paint walls, working electrical outlets, lighting, bathroom(s) (ADA compliant), finished ceiling, heating, and air conditioning. All tenant improvements to the Premises shall be subject to Landlord's written approval.

Exclusive Use:

Subject to the condition precedent that the Tenant is not otherwise in default under the Lease, for the Initial Term and any elected Renewal Term, Landlord shall not contract for any public, private or charter school tenant uses within office building of which the Premises is a part, the office building parcel, and any other property owned or operated by Landlord that is within five hundred (500) feet of the Premises.

Tenant Allowance:

N/A

Maintenance & Repair:

Landlord: Roof, structure, exterior, parking lots, sidewalks, and driveways.

Tenant: All interior and HVAC system after same having been delivered to Tenant less than 5 years old and in working condition.

Space Planning:

All space planning for Tenant's space shall be coordinated with Landlord.

Commission:

Landlord shall pay a real estate brokerage commission to Moore Company Realty, Inc. ("Broker"), after execution of a lease between Landlord and Tenant, 4% cashout of total gross lease amount, 2% shall be paid after execution of Lease and 2% after Tenant opens for business. Tenant represents and warrants that there are no claims for brokerage commissions or finder's fees other than as set forth in this Section in connection with this Lease and agrees to indemnify Landlord against and hold it harmless from all liability arising from any such claim.

Lease Form:

Tenant agrees to use Tenant's standard Lease Agreement subject to modification, inclusion or exclusion of terms and conditions acceptable to both parties.

Signage:

Tenant shall be permitted to install, at Tenant's cost, the maximum signage allowable by code on the building façade as well as signage on any monument or pylon sign with Landlord's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Tenant will have the rights to the signage locations on the building, marquee, and directory currently or previously used by the previous tenant of the Premises. Landlord also agrees to list Tenant on its website, marketing materials, and directories located around the property. Landlord shall be responsible for the removal of any unwanted existing signage.

Limitation of Remedies:

Notwithstanding any provision of this LOI or subsequent Lease, Landlord hereby agrees that Landlord's rights and remedies following a default, breach, surrender or any other failure to perform under this LOI, or subsequent Lease, shall not include the seizure of assets of any product containing any amount of marijuana, any ancillary marijuana product or delivery device or any product otherwise regulated by the Alabama Medical Cannabis Commission (or any such successor). Landlord shall not be entitled to a repayment or remedy that provides Landlord inventory that contains any amount of



marijuana, in any form, whether flower or infused product, or any ancillary marijuana product or delivery device or any product otherwise regulated by the Alabama Medical Cannabis Commission (or any such successor). Landlord hereby forfeits any such remedy. In addition, Landlord hereby understands and agrees that a license, whether provisional or final, is not an asset that may be seized by Landlord or available as a remedy for a default, breach or other failure to perform under this LOI or subsequent Lease.

The Lease shall contain a provision stating that should the government of the United States of America or any agency, authority or instrumentality thereof, or any quasi-governmental agency (i) request that Landlord or Tenant cancel the Lease or terminate the operation of the Premises for the Permitted Use or take any action to terminate, materially interfere, or materially disrupt Tenant's use of the Premises, (ii) fine, penalize, sanction, prosecute, or convict Landlord and/or Tenant, or threaten to fine, penalize, sanction, prosecute or convict Landlord and/or Tenant, (iii) seize or threaten to seize all or any portion of the Premises, any other property or assets of Landlord, and/or any property or assets of Tenant or its affiliates, or (iv) inform, notice, commence or threaten to commence any civil action against Tenant as a result of or in connection with Tenant's operation or proposed operation of its business at the Premises for the Permitted Use, Tenant shall be entitled to terminate the Lease by providing to Landlord a written termination notice (the "Termination Notice"). In the event Tenant delivers a Termination Notice to Landlord, the Lease shall terminate as of the date ("Termination Date") set forth in the Termination Notice, provided that the Termination Date shall not be less than thirty (30) days after the date of the Termination Notice. If any covenants, conditions, restrictions, or similar encumbrances on the real property where the Premises are located are enforced in a manner that may result in termination of the operation of the Premises for the Permitted Use, then Tenant may, in its sole judgment and discretion, give the Landlord a minimum of 30 days' notice in writing and terminate this Lease.

Special Stipulations:

Tenant shall have the right, without the consent of Landlord, to assign the Lease in its entirety or to sublet all or any portion of the Premises to: (a) any entity resulting from a merger or a consolidation with Tenant or Tenant's related entities; (b) any entity succeeding to the business operated by Tenant at the Premises; (c) any subsidiary or affiliated company of Tenant; or (d) any other party permissible under the law. In the event that Tenant sublets all or any portion of the Premises, Tenant shall remain liable under the Lease.

The parties hereto agree that the information set forth herein is intended to be private and confidential between the Parties executing this LOI and shall not be disclosed to third parties without the written consent of each Party to this LOI. Please be advised that this letter of intent is an offer to lease but is not intended to create a legally binding obligation to lease.

Until the foregoing general terms and conditions are incorporated in a formal Lease Agreement and executed by Landlord and Tenant, we do not have an enforceable Lease Agreement.

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



Sincerely,

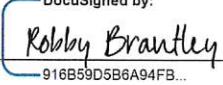
A handwritten signature in blue ink that reads "Gene Cody, CCIM".

Gene Cody, CCIM
Moore Company Realty, Inc.
(334) 262-1958

The aforementioned lease terms for office space at 1422 Westgate Pkwy, Dothan, AL 36303 are accepted this day

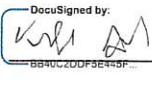
Tenant

Capitol Medical LLC

By:  Robby Brantley
916B59D5B6A94FB...
Its: CEO
Date: 8/26/2025

Landlord

Fortner Plaza, LLC

By:  Vish
B940C20DF3E440F...
Its: Vish
Date: 8/28/2025

EXHIBIT

—

LONGLEAF

M E D I C A L

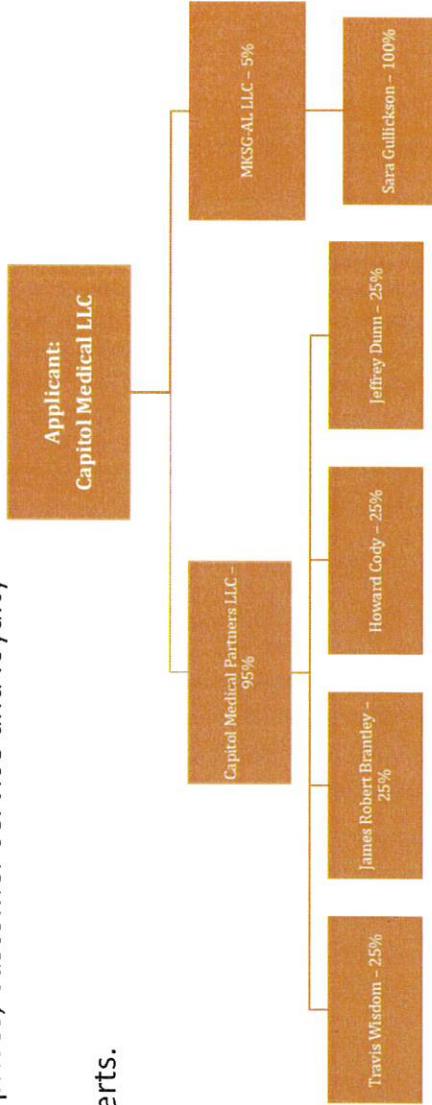
EXECUTIVE SUMMARY



- Capitol Medical, LLC, doing business as Longleaf Medical, is an Alabama Limited Liability Company that applied for one (1) Medical Cannabis Dispensary License in Alabama.
- Our ultimate goal is to offer a selective line of high quality yet affordable medical cannabis products and promote it so effectively that brand loyalty is established among qualified patients, sustaining growth of our business.

- Our long-term objective is to build a market that is not entirely based on price, but one that is built on quality medical cannabis at affordable prices, customer service and loyalty for the sole benefit and use of our patient base.

- Local leadership paired with cannabis industry experts.



LONGLEAF MEDICAL LEADERSHIP



James Robert Brantley, CEO & Owner: James Robert Brantley is a results-driven, strategic leader with over 17 years of experience in the manufacturing industry. Robert currently serves as Vice President of his family's owned and operated business, Capitol Container, for over 20 years. Capitol Container is centrally located in Montgomery, Alabama, and provides corrugated packaging with leading-edge technology. Starting with only three employees, the company has grown and employs over 85 people.



Jeffrey Dunn, COO & Owner: Jeffrey ("Jeff") Dunn is a business professional with over 21 years of experience in the glass and glazing industry, focusing on corporate policy and process efficiency. Jeff has been working at his family's business, Best Glass Company, Inc., helping the company scale, growing from auto glass to residential and commercial. Starting in 1971, Best Glass Company has over 50 years of experience in contract glazing. The company started as an auto glass shop and has grown into a third-generation glass and glazing contractor.

LONGLEAF MEDICAL LEADERSHIP – Cont'd



Travis Wisdom, CCO & Owner: Travis Wisdom is an Owner/Partner and Attorney at The Wisdom Firm LLC with over 22 years of experience in the legal industry. He regularly practices in both trial and appellate courts and Federal Courts throughout the states of Alabama and Texas. Travis is admitted to practice in the United States Supreme Court, the United States Eleventh Circuit Court of Appeals, the United States District Court for the northern district of Alabama, the United States District Court for the middle district of Alabama, United States District Court for the Southern District of Alabama, the Supreme Court of Alabama, and the Supreme Court of Texas.



Howard Eugene Cody III, Director of Community Relations & Owner: Howard Eugene Cody III ("Gene") is an entrepreneur within the real estate industry with over 18 years of experience. Gene is the principal and President of Real Estate of Moore Company Realty, Inc. Since joining the Commercial Sales Team in 2011, he has transacted more than \$200 million in volume and is currently one of the top gross producers for the company. Gene is on the advisory boards for the Alabama Center for Real Estate, VISTAGE Business Advisors, and the First Baptist Church of Montgomery. He was previously involved with Landmark Foundations of Alabama, the YMCA, the Mayor's council, and Leadership Montgomery.

LONGLEAF MEDICAL LEADERSHIP – Cont'd

Sara Gullickson, Owner & Cannabis Consultant: Sara is an entrepreneur, investor, and corporate dealmaker with more than a decade of experience building and scaling businesses personally and professionally. She has helped numerous stakeholders grow their cannabis businesses profitably with opening and operational experience across 17 states and personally holds cannabis business licenses in Nevada, Michigan, North Dakota, and Ohio. On an international scale, Sara has assisted in the development of regulatory frameworks in Canada, Europe, and New Zealand. Sara funded her first cannabis venture at 27 and later sold her brand portfolio, including a cannabis tech platform, to a publicly traded company. A year later, in 2019, she would sell two other cannabis businesses for a \$5M valuation. Sara has presented alongside Tony Robbins at Real Estate Wealth Expos in the U.S. and Canada.



LONGLEAF MEDICAL PHARMACISTS



Merranda Smith, Certified Dispenser (Dothan Location): Merranda Smith has been involved in pharmacy for 17 years. She has worked and learned in various pharmacy settings, including corporations, independently owned pharmacies, insurance companies, hospitals, and academic settings. Merranda Smith holds a State of Alabama Pharmacist License, a State of Alabama Controlled Substance License, and an APhA Pharmacy-based immunization Certification. She received her Bachelor of Science in Childhood Education from Auburn University, Montgomery, and graduated from Auburn University's Harrison College of Pharmacy with a Doctor of Pharmacy.

Kimberly Adams, Certified Dispenser (Opelika Location): Kimberly Adams is an outpatient community pharmacist with over 15 years of experience. She is currently a Staff Pharmacist at Walmart Pharmacy. She has provided quality pharmaceutical care to patients, accurately dispensed up to 300 prescriptions daily, and counseled patients on healthcare-related issues, including prescription and non-prescription medications, while exceeding customer satisfaction goals.

Maria Wright, Certified Dispenser (Montgomery Location): Maria Wright is a pharmacist with over 12 years of experience. She currently serves as a Pharmacy Manager with CVS Pharmacy and is responsible for supervising technicians and pharmacy service associates, enforcing rules and regulations set by the ALBOP, FDA, and CVS, and maintains pharmacy inventory. Her professional affiliations include the Alabama Pharmacy Association and American Pharmacy Association. She is CPR certified and First Aid (American Red Cross) certified. She is a Certified Pharmacist Immunizer, IPPE and APPE Community Care pharmacy preceptor, and was awarded the CVS Paragon Award 2018.

LONGLEAF MEDICAL VENDORS SECURED

Applicant has proactively engaged primary vendors to ensure that Applicant meets and exceeds the Commission's requirement to be operational as soon as possible.

- Local Architect: Chambless King Architects
- Local General Contractors: Norris Building Company and Stallings and Sons, Inc
- Security: DSI Security Services
- Legal: The Wisdom Firm
- Marketing & Advertising: Big City Marketing, Onward Content
- Insurance: Assured Partners
- HR & Payroll: Panacea Payroll
- Commercial Cleaners: NoMess Commercial Cleaning Service

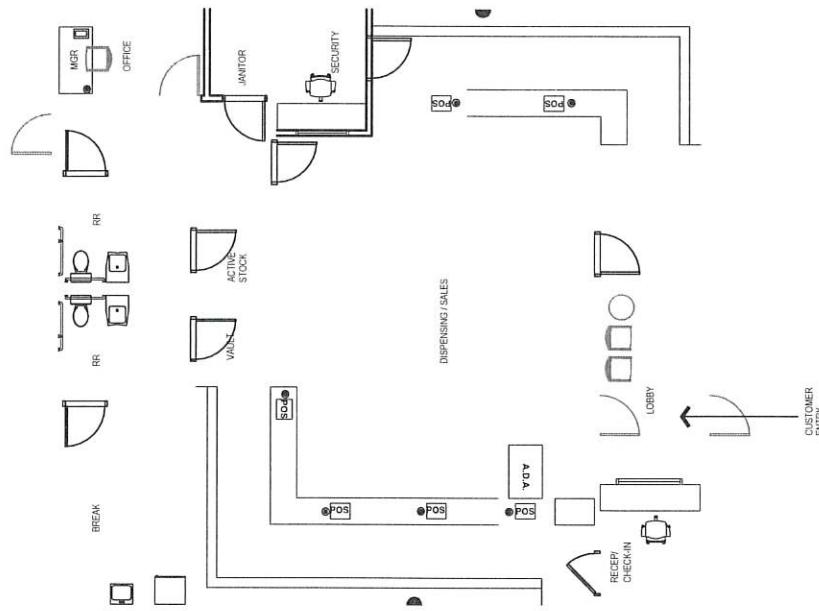
REAL ESTATE

- Proposed Dispensary Locations Identified:

- Dothan: 1785 East Main Street, Dothan, Alabama 36303
- Montgomery: 2315 Eastern Boulevard, Montgomery, AL 36117
- Opelika: 32 Samford Avenue, Opelika, Alabama 36801

- Each location will include the following areas:

- Reception/Waiting Area
- Dispensing/Sales Transaction Area
- Security/Surveillance Room
- Vault/Cannabis Storage
- Restrooms, Break Room, Manager's Office.

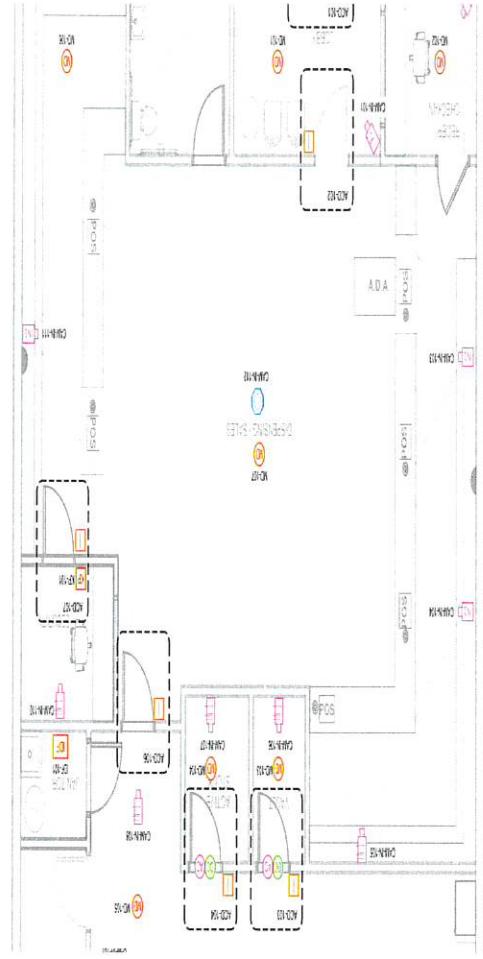


PROPOSED DISPENSARY FLOOR PLAN - MONTGOMERY

REAL ESTATE - SECURITY

Each dispensary will have state of the art security and surveillance features to include:

- Alarm Systems
- Duress and Hold up alarms
- Broadcast Communication Devices
- Audio & Video Surveillance
- 24/7 monitoring
- Vaults
- Cash management protocols
- Guard Patrolling
- Cameras covering areas throughout the dispensary
- Access Controls System: Keycard System, Access Authorization System, Visitors Access Protocols, etc.
- Exterior Security: Lighting, Door Design, Controlled Access, etc.



COMMUNITY ENGAGEMENT STRATEGY

- The Company intends to have a positive impact on the community by: 1) Creating jobs; 2) Increasing economic development; and 3) Giving back to the community
- Company intends to establish a Community Engagement Strategy ("CES") with a process by which the community, including its residents and businesses, can express themselves regarding Company's operations.
- After the Company conducts a Community Needs Assessment it will devise its strategic short and long-term programming targeting the following areas:
 - Coordination with Local Law Enforcement
 - The Company's Leadership will participate in an ongoing dialogue with local law enforcement.
 - Local police and fire personnel will be invited to the dispensary for regular updates and tours to in order to ensure the Company's facility is not vulnerable to break-ins and community residents are secure.
 - Local Hiring & Working with Leadership
 - Company is committed to making our dispensary a source of economic stimulus for the local community.
 - Company's goal is twofold as economic development will occur from new job creation and well as programs aimed at supporting other local businesses.
 - From initial renovations of the facility to the implementation of Company's community development initiatives, the Company intends to contract, buy, and hire locally, taking advantage of local recruitment resources to offer employment and business growth.
 - Company anticipates to create a minimum of 20-30 new jobs per dispensary in Y1 and will continue to increase number of employment opportunities as the Company grows, the program expands and demand rises.
- Charitable Endeavors
 - Company will give back to the community by contributing to charitable events, programs, and organizations.
 - Company will work with the City to identify local charitable organizations to partner with in order to address the community's needs.

THANK YOU

LONGLEAF

M E D I C A L

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