

Section 4.1
Applicant Information

Applicants must complete each section in Form 1 (Applicant General Information) and include the completed Form 1.



FORM 1: APPLICANT GENERAL INFORMATION

Applicant Information				
Applicant Name				
Boyett's Citrus Packers				
Mailing Address				
4355 Spring Lake Hwy				
City	Apt/Ste #	State	ZIP Code	Country
Brooksville		FL	34601	USA

Contact Information		
First Name	Last Name	Middle Initial
Jeremy	Stonehill	--
Telephone Number	Designated Email (for Department/Applicant Communications)	
312-836-4032	jstonehill@taftlaw.com	

Medical Director Information		
First Name	Last Name	Middle Initial
Scott	Pollack	M.
Florida Physician (MD or DO) License Number	Telephone Number	Email
OS 17828	716-983-1754	pollacsm31@gmail.com

Section 4.2

Declaration of Exempt Information

Applicants must provide a listing of information that is claimed to be exempt from public disclosure. This listing shall identify each section and subsection of the application that has been excluded from the Redacted Copy provided with the application, as described in Section 2.4¹ of these Application Instructions.

The Applicant claims that the following information is exempt from public disclosure under the corresponding cited statutory exemption:

- Under § 119.071, Fla. Stat., the personal information including email addresses and physical addresses redacted in Subsection 4.3.3(1), Subsection 4.3.3(2), Subsection 4.9.2, and Subsection 4.13.2.
- Under § 119.071(2)(d), Fla. Stat. and § 119.071(3), Fla. Stat., the Surveillance Techniques and Security and Fire Safety Plans are respectively redacted in Subsections 4.7.1 – 4.7.4
- Under § 119.071, Fla. Stat., the sensitive banking information in Subsection 4.12.2.
- Under § 119.071(4), Fla. Stat., the Social Security numbers in Subsection 4.13.2.

¹ Under subsection 2.4.3, “[T]he applicant should prominently and conspicuously mark all such information as “Confidential–Exempt from Public Disclosure.” The applicant should submit a brief, written description of the grounds for each exemption claimed under the Public Records Law, including the specific statutory citation for such exemption. Further, “[t]he first page of the electronic redacted copy and each page on which information is redacted must prominently display the phrase “Redacted Copy.” Except for the redactions, the redacted copy must be an exact duplicate of the original, unredacted material.”

Section 4.3
Certificate of Registration, DACS Documentation, and Background Screening

Subsection 4.3.1
Florida Business Registration

If the applicant is a natural person/sole proprietor or a general partnership, the Applicant must provide at least one of the following . . . (4) Documentation directly originating from any Florida state agency or regional or local government entity in Florida demonstrating that the applicant has been registered with such agency or government entity to do business for the previous five consecutive years, which may be in the form of permits, certificates, or similar documentation related to the applicant's transaction of business in Florida.

The Applicant provides the following documents in compliance with Subsection 4.3.1(4) to demonstrate that Applicant has been registered to do business in Florida for the previous five consecutive years:

- Boyett's Citrus Packers Citrus Fruit Dealer's License - Conditional (2022 – 2023)
- Boyett's Citrus Packers Citrus Fruit Dealer's License (2021 – 2022)
- Boyett's Grove Annual Food Permit (2020)
- Boyett's Grove Annual Food Permit (2019)
- Boyett's Citrus Packers Citrus Fruit Dealer's License (2018 – 2019)
- Boyett's Citrus Packers Citrus Fruit Dealer's License (2017 – 2018)

Under Subsection 4.3.1, if the Applicant's name is different from the documentation submitted, then Applicant must demonstrate that the general partnership applicant submitting the application for licensure is the same natural person or general partnership that has been registered to do business in Florida for the previous five consecutive years.

Notably, two permits provided above contain a name that is different from Applicant. This difference is due to the Applicant's informal entity structure and because Applicant DBA itself under several different names.

The Applicant is a general partnership. As a general partnership, the Applicant is not organized under the laws of the State of Florida. Because of this, the Applicant has done and does business under various names including Boyett's Citrus Packers, Boyette Citrus Packer, Boyett's Grove, Boyett's-Oleson Grove & Landscape, Boyette Grove, Boyett Grow, Boyetts,

The use of these various names by Applicant is reflected in and evidenced by the Boyett's Citrus Packers General Partnership which is also attached to this section.



Florida Department of Agriculture and Consumer Services
Division of Fruit and Vegetables

No 202

Effective Date: 02/24/2023

CITRUS FRUIT DEALER'S LICENSE

Bureau of License and Bond - 170 Century Blvd. - Bartow, Florida 33830 - (863) 578-1900

WILTON SIMPSON
COMMISSIONER

AMOUNT OF BOND \$ 0

Delivered for the 2022-2023 Season

whose application has been approved by the Florida Citrus Commission, and who has delivered a bond and paid the prescribed fee as provided by the Florida Citrus Code of 1949, is hereby granted a license to engage in the business of Citrus Fruit Dealer through July 31, 2023.

Surety:

This is to certify that:

BOYETT'S CITRUS PACKERS
4355 SPRING LAKE HWY
BROOKSVILLE, FL 34601 8005

Wilton Simpson
Commissioner of Agriculture

Type of Business: CO-OWNERSHIP

Phone No. (352) 796-2289

Name of owner, co-owners, all-partners, or officer, directors:

Full Name First Middle Last	Title	% of Stock	Home Address Street and No.	City	State
KATHERINE L OLESON	OWNER	50	5001 SPRING LAKE HWY	BROOKSVILLE	FL
JAMES L OLESON	OWNER	50	5001 SPRING LAKE HWY	BROOKSVILLE	FL

NUMBER OF BOXES OF CITRUS FRUIT THAT APPLICANT CAN DEAL WITH THIS SEASON FOR WHICH BOND IS POSTED 0

CITRUS FRUIT THAT IS BOND EXEMPT:

NO. OF BOXES

- | | |
|---|---|
| (a) Produced on groves owned or leased by applicant | 0 |
| (b) Handled for its members by a cooperative marketing association | 0 |
| (c) Fresh Fruit covered by Inspection Certificate | 0 |
| (d) Handled by grove management contracts | 0 |
| (e) Produced on groves owned by partner, officer, stockholders, parent corporation, wholly owned subsidiary or its officers or stockholders. | 0 |
| (f) Equivalent boxes of citrus products covered by Inspection Certificate as received from a registered Processing Plant | 0 |

NATURE OF BUSINESS

GIFT FRUIT SHIP

Location of Business: 4355 SPRING LAKE HWY BROOKSVILLE, FL 34601 8005

DACS-07045
Rev. 12/01

CONDITIONAL COPY

CONDITIONALLY APPROVED PENDING
COMMISSION ACTION ON MAR 15 2023



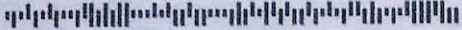
WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Food Safety

ANNUAL FOOD PERMIT

Chapter 500, Florida Statutes
Rule Chapter 5K-4.020 Florida Administrative Code
(850) 245-5520 | www.FDACS.gov

April 20, 2023



JAMES AND KATHERINE OLESON
5001 Spring Lake Hwy
Brooksville, FL 34601 - 8007

PERMIT TYPE: 153
PERMIT NUMBER: 2019-R-1724974
FOOD ENTITY NUMBER: 262141

PERMITTED LOCATION ADDRESS:
BOYETTS GROVE
4355 Spring Lake Hwy
Brooksville, FL 34601 - 8005

The Annual Food Permit issued on January 14, 2019 is attached below.
The attached permit will expire on December 31, 2019.

This annual food permit must be detached and shall be displayed in a conspicuous location at the permitted location. Failure to conspicuously display the permit may result in administrative action for violation of 5K-4.020, F.A.C.

The renewal fee for all food permits shall be the same as the food permit fee required by subsection 5K-4.020(4), F.A.C., and shall be due annually on or before January 1. A late fee off \$100 will be imposed in accordance with Chapter 500, F.S., if the renewal fee for this food establishment is received by the Department after January 30. This fee is in addition to the food permit fee required by subsection 5K-4.020(4), F.A.C. It is the business owner's responsibility to ensure the accuracy of their account. Rule 5K-4.020(7), F.A.C., requires food establishments to notify the department within 30 days of closing. Updates to the owner contact information, email, and mailing addresses can be made at <https://foodpermit.fdacs.gov> or at (850) 245-5520.

THIS FOOD PERMIT IS NOT TRANSFERABLE

FDACS-14414 Rev. 02/23



WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Food Safety

ANNUAL FOOD PERMIT

Chapter 500, Florida Statutes
Rule Chapter 5K-4.020 Florida Administrative Code
(850) 245-5520 | www.FDACS.gov

2019

PERMIT TYPE: 153
FOOD ENTITY NUMBER: 262141

LOCATION:
BOYETTS GROVE
4355 Spring Lake Hwy
Brooksville, FL 34601 - 8005

DATE ISSUED: January 14, 2019
EXPIRATION DATE: December 31, 2019

OWNER:
JAMES AND KATHERINE OLESON
5001 Spring Lake Hwy
Brooksville, FL 34601 - 8007

This permit must be conspicuously displayed at the permitted location. Rule 5K-4.020(7), F.A.C., requires food establishments to notify the department within 30 days of closing.

THIS FOOD PERMIT IS NOT TRANSFERABLE



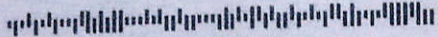
WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Food Safety

ANNUAL FOOD PERMIT

Chapter 500, Florida Statutes
Rule Chapter 5K-4.020 Florida Administrative Code
(850) 245-5520 | www.FDACS.gov

April 20, 2023



JAMES AND KATHERINE OLESON
5001 Spring Lake Hwy
Brooksville, FL 34601 - 8007

PERMIT TYPE: 153
PERMIT NUMBER: 2020-R-1776782
FOOD ENTITY NUMBER: 262141

PERMITTED LOCATION ADDRESS:
BOYETTS GROVE
4355 Spring Lake Hwy
Brooksville, FL 34601 - 8005

The Annual Food Permit issued on January 13, 2020 is attached below.
The attached permit will expire on December 31, 2020.

This annual food permit must be detached and shall be displayed in a conspicuous location at the permitted location. Failure to conspicuously display the permit may result in administrative action for violation of 5K-4.020, F.A.C.

The renewal fee for all food permits shall be the same as the food permit fee required by subsection 5K-4.020(4), F.A.C., and shall be due annually on or before January 1. A late fee of \$100 will be imposed in accordance with Chapter 500, F.S., if the renewal fee for this food establishment is received by the Department after January 30. This fee is in addition to the food permit fee required by subsection 5K-4.020(4), F.A.C. It is the business owner's responsibility to ensure the accuracy of their account. Rule 5K-4.020(7), F.A.C., requires food establishments to notify the department within 30 days of closing. Updates to the owner contact information, email, and mailing addresses can be made at <https://foodpermit.fdacs.gov> or at (850) 245-5520.

THIS FOOD PERMIT IS NOT TRANSFERABLE

FDACS-14414 Rev. 02/23



WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Food Safety

ANNUAL FOOD PERMIT

Chapter 500, Florida Statutes
Rule Chapter 5K-4.020 Florida Administrative Code
(850) 245-5520 | www.FDACS.gov

2020

PERMIT TYPE: 153
FOOD ENTITY NUMBER: 262141

LOCATION:
BOYETTS GROVE
4355 Spring Lake Hwy
Brooksville, FL 34601 - 8005

DATE ISSUED: January 13, 2020
EXPIRATION DATE: December 31, 2020

OWNER:
JAMES AND KATHERINE OLESON
5001 Spring Lake Hwy
Brooksville, FL 34601 - 8007

This permit must be conspicuously displayed at the permitted location. Rule 5K-4.020(7), F.A.C., requires food establishments to notify the department within 30 days of closing.

THIS FOOD PERMIT IS NOT TRANSFERABLE



Florida Department of Agriculture and Consumer Services
Division of Fruit and Vegetables

No 3

Effective Date: 08/01/2021

CITRUS FRUIT DEALER'S LICENSE

Bureau of License and Bond - 170 Century Blvd. - Bartow, Florida 33830 - (863) 578-1900

**NICOLE "NIKKI" FRIED
COMMISSIONER**

AMOUNT OF BOND \$ 0

Delivered for the 2021-2022 Season

Surety

This is to certify that

BOYETT'S CITRUS PACKERS
4355 SPRING LAKE HWY
BROOKSVILLE, FL 34601 8005

whose application has been approved by the Florida Citrus Commission, and who has delivered a bond and paid the prescribed fee as provided by the Florida Citrus Code of 1949, is hereby granted a license to engage in the business of Citrus Fruit Dealer through July 31, 2022.

Nicole Fried
Commissioner of Agriculture

Type of Business: CO-OWNERSHIP

Phone No. (352) 796-2289

Name of owner, co-owners, all-partners, or officer, directors:

Full Name First Middle Last	Title	% of Stock	Home Address Street and No.	City	State
KATHERINE L OLESON	OWNER	50	5001 SPRING LAKE HWY	BROOKSVILLE	FL
JAMES L OLESON	OWNER	50	5001 SPRING LAKE HWY	BROOKSVILLE	FL

NUMBER OF BOXES OF CITRUS FRUIT THAT APPLICANT CAN DEAL WITH THIS SEASON FOR WHICH BOND IS POSTED 0

CITRUS FRUIT THAT IS BOND EXEMPT:

NO. OF BOXES

- | | |
|---|---|
| (a) Produced on groves owned or leased by applicant | 0 |
| (b) Handled for its members by a cooperative marketing association | 0 |
| (c) Fresh Fruit covered by Inspection Certificate | 0 |
| (d) Handled by grove management contracts | 0 |
| (e) Produced on groves owned by partner, officer, stockholders, parent corporation, wholly owned subsidiary or its officers or stockholders | 0 |
| (f) Equivalent boxes of citrus products covered by Inspection Certificate as received from a registered Processing Plant | 0 |

NATURE OF BUSINESS

ROADSIDE STAND
GIFT FRUIT SHIP

Location of Business: 4355 SPRING LAKE HWY BROOKSVILLE, FL 34601 8005



Florida Department of Agriculture and Consumer Services
Division of Fruit and Vegetables

No 281

Effective Date: 08/14/2018

CITRUS FRUIT DEALER'S LICENSE

Bureau of License and Bond - 170 Century Blvd. - Bartow, Florida 33830 - (863) 578-1900

**WILTON SIMPSON
COMMISSIONER**

AMOUNT OF BOND \$ 0
Surety.

This is to certify that

BOYETT'S CITRUS PACKERS
4355 SPRING LAKE HWY
BROOKSVILLE, FL 34601 8005

Delivered for the 2017-2018 Season

whose application has been approved by the
Florida Citrus Commission, and who has delivered
a bond and paid the prescribed fee as provided by
the Florida Citrus Code of 1949, is hereby granted
a license to engage in the business of Citrus Fruit
Dealer through July 31, 2018.

Wilton Simpson
Commissioner of Agriculture

Type of Business: CO-OWNERSHIP

Phone No. (352) 796-2289

Name of owner, co-owners, all-partners, or officer, directors:

Full Name First Middle Last	Title	% of Stock	Home Address Street and No.	City	State
KATHERINE L OLESON	OWNER	50	5001 SPRING LAKE HWY	BROOKSVILLE	FL
JAMES L OLESON	OWNER	50	5001 SPRING LAKE HWY	BROOKSVILLE	FL



Florida Department of Agriculture and Consumer Services
Division of Fruit and Vegetables

No 212

Effective Date: 09/26/2018

CITRUS FRUIT DEALER'S LICENSE

Bureau of License and Bond - 170 Century Blvd. - Bartow, Florida 33830 - (863) 578-1900

**WILTON SIMPSON
COMMISSIONER**

AMOUNT OF BOND \$ 5,000

Delivered for the 2018-2019 Season

Surety: THE OHIO CASUALTY INSURANCE COMPANY

This is to certify that

BOYETT'S CITRUS PACKERS
4355 SPRING LAKE HWY
BROOKSVILLE, FL 34601 8005

whose application has been approved by the
Florida Citrus Commission, and who has delivered
a bond and paid the prescribed fee as provided by
the Florida Citrus Code of 1949, is hereby granted
a license to engage in the business of Citrus Fruit
Dealer through July 31, 2019.

Wilton Simpson
Commissioner of Agriculture

Type of Business: CO-OWNERSHIP

Phone No. (352) 796-2289

Name of owner, co-owners, all-partners, or officer, directors:

Full Name First Middle Last	Title	% of Stock	Home Address Street and No.	City	State
KATHERINE L OLESON	OWNER	50	5001 SPRING LAKE HWY	BROOKSVILLE	FL
JAMES L OLESON	OWNER	50	5001 SPRING LAKE HWY	BROOKSVILLE	FL

BOYETT’S CITRUS PACKERS GENERAL PARTNERSHIP AGREEMENT

(A FLORIDA GENERAL PARTNERSHIP)

ARTICLES OF THE GENERAL PARTNERSHIP

THIS AGREEMENT OF GENERAL PARTNERSHIP (this “Agreement”) is made and entered into as of the April 19, 2023 by and among those persons listed on Exhibit 1 attached hereto and made a part hereof (being sometimes referred to herein individually as a “Partner” and collectively as the “Partners”), to join together in a general partnership for the purposes and upon the terms and conditions hereinafter set forth.

ARTICLE I

DEFINITIONS

Whenever used in this Agreement, the following terms shall have the meanings respectively assigned to them in this Article I, unless otherwise expressly provided herein or unless the context otherwise requires:

“Act” shall mean the Revised Uniform Partnership Act of 1995 as provided for under Florida law, consisting of ss. 620.81001-620.9902.

“Bankruptcy Code” shall mean Title XI of the U.S. Code.

“General Partnership” shall mean Boyett’s Citrus Packers, a Florida general partnership, which also does business as Boyett’s Citrus Packer, Boyett’s-Oleson Grove & Landscape, Boyette Grove, Boyett Grow and Boyetts.

“General Partnership Interest” shall mean the interest of a Partner in the General Partnership but such Partnership Interest is not equivalent to capital contributions.

“IRS Code” shall mean the Internal Revenue Code of 1986, as amended.

“Majority Partner Consent” shall mean the affirmative consent of Partners holding at least Seventy Percent (70%) of the General Partnership Interests.

“MMTC License” shall mean a medical marijuana treatment center license as provided for under the laws of the State of Florida.

“MMTC License Acquisition Costs” shall mean all fees and costs associated with the pursuit by the General Partnership of an MMTC License as provided for under the laws of the State of Florida, including the costs associated with submitting an application to the State of Florida for an MMTC License, legal and consulting fees incurred in pursuit thereof and application compilation and submission fees.

“Partners” shall mean those persons listed on Exhibit 1 attached hereto and made a part hereof.

ARTICLE II

ORGANIZATION

2.1 Formation. The Partners hereby enter into this Agreement for the purpose of forming the General Partnership under the provisions of the Act on the terms and conditions hereinafter set forth under the name and style of Boyett's Citrus Packers, a Florida general partnership (the "General Partnership"). The General Partnership also does business under the names and styles "Boyett's Citrus Packer", "Boyett's-Oleson Grove & Landscape", "Boyette Grove", "Boyett Grow" and "Boyetts".

ARTICLE III

CHARACTER, PLACE OF BUSINESS AND TERM OF PARTNERSHIP

3.1 Character of Business. The General Partnership has been organized to, and shall engage in, any lawful act or activity under the laws of the State of Florida and to exercise any other powers permitted to general partnerships under the laws of the State of Florida that are related or incidental to and necessary, convenient or advisable for the accomplishment of any lawful purpose under the laws of the State of Florida.

3.2 Place of Business. The principal office of the General Partnership shall be at 4355 Spring Lake Hwy, Brooksville, FL 34601, or at such other place or places as the Partners may from time to time determine.

3.3 Term. Unless earlier dissolved or terminated, consolidated, merged or converted into another entity pursuant to law or the provisions of this Agreement, the General Partnership as herein constituted shall continue in perpetuity.

ARTICLE IV

CAPITAL CONTRIBUTIONS

4.1 Capital Contributions of the Partners.

(a) The Partners shall make the capital contributions set forth opposite their names on Exhibit 1 hereto and shall receive the General Partnership Interests set forth on Exhibit 1. The General Partnership shall establish and maintain a capital account for each Partner in accordance with the IRS Code.

(b) Notwithstanding anything else set forth herein (including Section 6.1), Jose Gonzalez shall fund all MMTC License Acquisitions Costs on an as-needed basis as determined by Jose Gonzalez. Jose Gonzalez shall keep accurate records of all MMTC License Acquisitions Costs so funded and the expenditures thereof by the General Partnership. Jose Gonzalez shall send quarterly reports to the other General Partners of all such costs and expenditures (within 30 days following the end of each calendar quarter) until such time as the General Partnership is awarded an MMTC License or has reasonably determined that it will not be awarded an MMTC License.

4.2 Additional Capital. In the event at any time or times additional capital is required by the General Partnership (beyond the MMTC License Acquisition Costs or any out-of-pocket application preparation costs incurred by CT Botanicals LLC) to meet any obligation or to pay any liability of the General Partnership, the Partners may, in their sole discretion, borrow such required capital from any person or entity, including any Partner, on such terms and conditions as the Partners may determine by Majority Partner Consent. If the General Partnership does not borrow such additional capital, the Partners shall contribute the amount of such additional capital in such amount and in such proportion as determined by unanimous Partner consent.

4.3 Interest. No interest shall be paid on the capital contribution of any Partner.

ARTICLE V

PROFITS, LOSSES AND ACCOUNTING

5.1 Allocation of Profits and Losses. The net losses of the General Partnership shall be allocated first to the General Partners having positive capital account balances, in the amounts of and in proportion to the positive capital account balances, and thereafter to the General Partners bearing the ultimate risk of loss with respect to such losses (in proportion to ultimate risk of loss so borne). The net profits of the General Partnership shall be allocated first to offset any losses that have been allocated pursuant to the previous sentence and thereafter to the General Partners in accordance with their respective General Partnership Interests.

5.2 Accounting.

(a) The books of the General Partnership shall be kept on the cash basis and in accordance with generally accepted accounting principles consistently applied. The General Partnership books will be maintained at the principal office of the General Partnership, and each partner will have access to those books at all times. The books will be kept on a fiscal year basis, commencing January 1 and ending December 31, and they will be closed and balanced at the end of each fiscal year. An audit will be made as of the closing date.

(b) The fiscal year of the General Partnership shall be the calendar year.

ARTICLE VI

POWERS, DUTIES, LIABILITIES, COMPENSATION AND VOTING RIGHTS OF PARTNERS

6.1 Management, Duties, and Restrictions. The Partners shall act by Majority Partner Consent, provided that the General Partnership shall not take any of the following actions without Majority Partner Consent which shall include the affirmative consent of Jose Gonzalez:

(a) Sell all or substantially all of the General Partnership's property outside of the ordinary course of its business.

(b) Merge, consolidate or enter into any similar transaction between the General Partnership and one or more other entities in which the General Partnership is not the surviving entity.

(c) Make any expenditure outside the ordinary course of business.

(d) Borrow or lend money; or make, deliver, or accept any commercial paper on behalf of the General Partnership.

(e) Assign, mortgage, grant a security interest in, transfer, or pledge any debt to the General Partnership or release any debt, except on payment in full.

(f) Compromise any claim due to the General Partnership or submit to arbitration a dispute or controversy involving the General Partnership.

(g) Terminate the General Partnership.

6.2 Liabilities of Partners. In carrying out their duties hereunder, the Partners shall not be liable to the General Partnership or to any other Partner for any actions taken in good faith and reasonably believed to be in the best interests of the General Partnership, or for errors of judgment, but shall be liable for willful misconduct or a material adverse breach of this Agreement.

6.3 Compensation of Partners. The Partners shall not receive any compensation for services rendered to the General Partnership (unless otherwise agreed to by Majority Partner Consent), but shall be entitled to receive reimbursement of reasonable expenses incurred on behalf of the General Partnership except for capital contributions provided in Exhibit 1.

6.4 Reliance on Act of Partner. No financial institution or any other person, firm or corporation dealing with a Partner or the General Partnership shall be required to ascertain whether the Partner is acting in accordance with this Agreement, but such financial institution or such other person, firm or corporation shall be protected in relying solely upon the deed, transfer, or assurance of and the execution of such instrument or instruments by the Partner.

6.5 Other Partner Obligations.

(a) CT Botanicals LLC. Chris Visco, as sole owner of CT Botanicals LLC, hereby agrees that she shall facilitate all aspects of the MMTC licensing, including, but not limited to: (i) providing her experience in the cannabis space for any and all applications to obtain the MMTC License, (ii) providing net worth or similar type statements on any such applications as the General Partnership deems advisable for it to obtain an MMTC License, and (iii) providing assistance on any other matters relating to the application as reasonably requested by the General Partnership.

(b) James and Katherine Oleson. The Olesons agree to lease to the General Partnership the facility related to Boyett's Citrus Packers identified in the MMTC License application for use as the premises for the medical marijuana treatment facility, and the General Partnership may include the address of such facility on the application for the MMTC License. Further, the Olesons acknowledges that the General Partnership will use Boyett's Citrus Packer's

historical operations as part of its application as such historical operations may provide a preference over other applicants.

ARTICLE VII

DISTRIBUTIONS AND PAYMENTS TO PARTNERS

7.1 Distributions. Funds available for distribution after payment of or reserve for current General Partnership liabilities, shall, upon Majority Partner Consent be distributed to the Partners, first to the Partners an amount equal to their aggregate unreturned capital contributions (pro rata in accordance with relative unreturned capital contributions) and thereafter in accordance with their respective General Partnership Interests. No General Partnership property shall be distributed in kind.

7.2 Withdrawals. No Partner shall have the right to withdraw from his capital account except as provided herein.

ARTICLE VIII

TRANSFERS OF INTERESTS

8.1 Partners. Except as set forth in this Section 8.1, no Partner shall have the right to transfer all or a portion of his or her General Partnership Interest without Majority Partner Consent and approval of the applicable agencies of the State of Florida. If a Partner dies, or shall be adjudicated insolvent, or if there shall be entered an order for relief naming a Partner as the debtor in proceedings under any chapter of the Bankruptcy Code, such Partner's successor, transferee or trustee, as the case may be, shall become the assignee of his or her General Partnership Interest, but shall not become a general partner of the General Partnership without Majority Partner Consent; provided, however, in the event an Oleson dies, such Oleson's General Partnership Interest shall automatically and without any further action transfer to the other Oleson.

ARTICLE IX

TERMINATION OF THE GENERAL PARTNERSHIP

9.1 Termination. The General Partnership shall be dissolved upon the first to occur of the following: (i) the sale of substantially all of the General Partnership's assets, (ii) Majority Partner Consent to dissolve the General Partnership, and (iii) the entry of a decree of judicial dissolution of the General Partnership under Florida law. Upon dissolution of the General Partnership, the Partners shall proceed with the winding up of the General Partnership and its assets shall be sold, if possible, and the proceeds applied and distributed as provided herein.

9.2 Payment of Debts. The General Partnership assets shall first be applied to the payment of the liabilities of the General Partnership (other than any loans or advances that may have been made by Partners to the General Partnership) and the expenses of liquidation. A reasonable time shall be allowed for the orderly liquidation of the assets of the General Partnership and the discharge of liabilities to creditors so to enable the Partners to minimize any losses resulting from liquidation.

9.3 Debts to Partner. The remaining General Partnership assets shall next be applied to the repayment of any loans, including interest thereon, made to the General Partnership by the Partners, with the most recent loans being repaid first.

9.4 Distribution to Partners. The remaining General Partnership assets shall thereafter be distributed to the Partners in accordance with Section 7.1.

9.5 Reserve. Notwithstanding Section 9.4, the General Partnership may retain such amount as it deems necessary as a reserve for any contingent liabilities or obligations of the General Partnership, which reserve, after the passage of a reasonable period of time, shall be distributed pursuant to the provisions of this Article IX.

9.6 Final Accounting. The General Partnership shall deliver to the Partners a statement that shall set forth the assets and liabilities of the General Partnership as of the date of the completion of the liquidation.

ARTICLE X

AMENDMENTS

10.1 Authority to Amend. This Agreement contains the entire understanding between the parties with respect to its subject matter, and all prior understandings relating to it are merged in this Agreement. The Agreement may be amended, revoked, or terminated only by unanimous Partner consent.

ARTICLE XI

MISCELLANEOUS

11.1 Governing Law. The General Partnership and this Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

11.2 Agreement for Further Execution. At any time or times upon the request of a Partner, each Partner agrees to sign and swear to any certificate, any amendment to or cancellation of such certificate, acknowledge similar certificates or affidavits or certificates of fictitious firm name or the like (and any amendments or cancellations thereof) required by the laws of Florida, or any other jurisdiction in which the General Partnership does, or proposes to do, business, and cause the filing of any of the same for record wherever such filing shall be required by law. This Section shall not prejudice or affect the rights of a Partner to approve amendments to this Agreement pursuant to Section 10.1.

11.3 Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings or agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

11.4 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdictions in which the General Partnership does business. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

11.5 Notices. Notices to Partners or to the General Partnership shall be deemed to have been given when (i) personally delivered, (ii) mailed by prepaid registered or certified mail, or (iii) deposited with a nationally recognized overnight courier for next business day delivery, addressed to a Partner at his or her address set forth on Exhibit 1, unless a notice of change of address has previously been given in writing by a Partner to the General Partnership and the other Partners, in which case such notice shall be sent to the address set forth in such notice of change of address.

11.6 Tax Matters Representative. The Partners shall designate a Partner to handle all tax matters for the General Partnership. The Partners hereby designate Jose Gonzalez as the Tax Matters Representative.

11.7 Titles and Captions. All titles and captions are for convenience only, do not form a substantive part of this Agreement, and shall not restrict or expand any substantive provisions of this Agreement.

11.8 Counterparts. This Agreement may be executed in multiple counterparts, each one of which shall constitute an original executed copy of this Agreement.

11.9 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require.

11.10 Construction. All matters pertaining to the validity, construction, and effect of the Agreement will be governed by the laws of the state of Florida.

11.11 Voting. In all matters requiring the vote, consent, or approval of the partners, each partner will vote in proportion to his or her percentage General Partnership Interest from time to time. Each Partner may exercise a vote by written or oral notification to the other Partners.

11.12 Agreement Drafted by Gonzalez Attorney. Each Partner acknowledges that Jose Gonzalez's counsel, Taft Stettinius & Hollister LLP ("Taft"), prepared this Agreement on behalf of and in the course of its representation of Jose Gonzalez, and that Taft has not represented and will not be representing any of the other Partners in connection with the General Partnership, is acting as counsel only for Jose Gonzalez, and has not provided tax or business advice to the other Partners (each other Partner hereby being advised to rely upon separate counsel in connection with this Agreement and the transactions contemplated hereby). Each other Partner hereby waives all potential conflicts of interest resulting from the ongoing or future representation of the General Partnership or its affiliates by Taft on matters for which Taft is retained as counsel by Jose Gonzalez, the General Partnership or their affiliates.

[SIGNATURE PAGE FOLLOWS]

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

PARTNERS:

By: Katherine L Oleson
Name: Katherine L. Oleson

By: James L Oleson
Name: James L. Oleson

By: _____
Name: Jose Gonzalez

CT BOTANICALS LLC

By: _____
Name: Chris Visco, Manager

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

PARTNERS:

By: _____

Name: Katherine L. Oleson

By: _____

Name: James L. Oleson

By: _____

Name: Jose Gonzalez

CT BOTANICALS LLC

By: _____

Name: Chris Visco, Manager

EXHIBIT 1

MEMBERS NAMES	CAPITAL CONTRIBUTIONS	GENERAL PARTNERSHIP INTEREST
Katherine L. Oleson	None.	18.75%
James L. Oleson	None.	18.75%
Jose Gonzalez	MMTC License Acquisition Costs.	37.5%
CT BOTANICALS LLC	Out-of-pocket Application Preparation Costs*	25%

* CT Botanicals will deliver monthly updates for out-of-pocket costs incurred with demonstrative backup therefor in order for any such out-of-pocket costs to be deemed Capital Contributions

Subsection 4.3.2
DACS Documentation

Provide a copy of a current, valid certificate of registration issued to the applicant by the Florida Department of Agriculture & Consumer Services (DACS) pursuant to section 581.131, F.S.

The applicant, as listed in Form 1, must be the same entity or natural person appearing on the DACS certificate of registration. If the name of the applicant does not match the name appearing on the DACS certificate of registration, you must submit documentation establishing that the applicant and person or entity named on the DACS certificate are in fact the same.

The Applicant is a general partnership. As a general partnership, the Applicant is not organized under the laws of the State of Florida. Because of this, the Applicant has done and does business under various names including Boyett's Citrus Packers, Boyette Citrus Packer, Boyett's Grove, Boyett's-Oleson Grove & Landscape, Boyette Grove, Boyett Grow, Boyetts, The use of these various names by Applicant is reflected in and evidenced by the Boyett's Citrus Packers General Partnership which is also attached to this section.



CERTIFICATE OF STOCK DEALER REGISTRATION

Section 581.131, F.S. and Rule 5B-2.002, F.A.C

1911 S.W. 34th St. P.O. Box 147100, Gainesville, FL 32614-7100 (352) 395-4700

WILTON SIMPSON
COMMISSIONER

ISSUED TO:

BOYETT'S-OLESON GROVE & LANDSCAPE
OLESON, JAMES & JEFFERY
4355 SPRING LAKE HWY
BROOKSVILLE, FL 34601-8005

THIS CERTIFICATE EXPIRES: 03/09/2024

FEE PAID: \$60.00

REGISTRATION NO.: 48000284

DATE ISSUED: 04/21/2023

THIS IS TO CERTIFY that the person or business firm listed hereon has been issued this Stock Dealer's Certificate after having filed with the Division of Plant Industry a signed application giving the source of nursery stock to be sold and has agreed to deal only in nursery stock that has been inspected by a duly authorized inspector of the Division of Plant Industry and accompanied by valid certificate tags and otherwise moved in conformity with the rules and regulations of the Division of Plant Industry.

BOYETT’S CITRUS PACKERS GENERAL PARTNERSHIP AGREEMENT

(A FLORIDA GENERAL PARTNERSHIP)

ARTICLES OF THE GENERAL PARTNERSHIP

THIS AGREEMENT OF GENERAL PARTNERSHIP (this “Agreement”) is made and entered into as of the April 19, 2023 by and among those persons listed on Exhibit 1 attached hereto and made a part hereof (being sometimes referred to herein individually as a “Partner” and collectively as the “Partners”), to join together in a general partnership for the purposes and upon the terms and conditions hereinafter set forth.

ARTICLE I

DEFINITIONS

Whenever used in this Agreement, the following terms shall have the meanings respectively assigned to them in this Article I, unless otherwise expressly provided herein or unless the context otherwise requires:

“Act” shall mean the Revised Uniform Partnership Act of 1995 as provided for under Florida law, consisting of ss. 620.81001-620.9902.

“Bankruptcy Code” shall mean Title XI of the U.S. Code.

“General Partnership” shall mean Boyett’s Citrus Packers, a Florida general partnership, which also does business as Boyett’s Citrus Packer, Boyett’s-Oleson Grove & Landscape, Boyette Grove, Boyett Grow and Boyetts.

“General Partnership Interest” shall mean the interest of a Partner in the General Partnership but such Partnership Interest is not equivalent to capital contributions.

“IRS Code” shall mean the Internal Revenue Code of 1986, as amended.

“Majority Partner Consent” shall mean the affirmative consent of Partners holding at least Seventy Percent (70%) of the General Partnership Interests.

“MMTC License” shall mean a medical marijuana treatment center license as provided for under the laws of the State of Florida.

“MMTC License Acquisition Costs” shall mean all fees and costs associated with the pursuit by the General Partnership of an MMTC License as provided for under the laws of the State of Florida, including the costs associated with submitting an application to the State of Florida for an MMTC License, legal and consulting fees incurred in pursuit thereof and application compilation and submission fees.

“Partners” shall mean those persons listed on Exhibit 1 attached hereto and made a part hereof.

ARTICLE II

ORGANIZATION

2.1 Formation. The Partners hereby enter into this Agreement for the purpose of forming the General Partnership under the provisions of the Act on the terms and conditions hereinafter set forth under the name and style of Boyett's Citrus Packers, a Florida general partnership (the "General Partnership"). The General Partnership also does business under the names and styles "Boyett's Citrus Packer", "Boyett's-Oleson Grove & Landscape", "Boyette Grove", "Boyett Grow" and "Boyetts".

ARTICLE III

CHARACTER, PLACE OF BUSINESS AND TERM OF PARTNERSHIP

3.1 Character of Business. The General Partnership has been organized to, and shall engage in, any lawful act or activity under the laws of the State of Florida and to exercise any other powers permitted to general partnerships under the laws of the State of Florida that are related or incidental to and necessary, convenient or advisable for the accomplishment of any lawful purpose under the laws of the State of Florida.

3.2 Place of Business. The principal office of the General Partnership shall be at 4355 Spring Lake Hwy, Brooksville, FL 34601, or at such other place or places as the Partners may from time to time determine.

3.3 Term. Unless earlier dissolved or terminated, consolidated, merged or converted into another entity pursuant to law or the provisions of this Agreement, the General Partnership as herein constituted shall continue in perpetuity.

ARTICLE IV

CAPITAL CONTRIBUTIONS

4.1 Capital Contributions of the Partners.

(a) The Partners shall make the capital contributions set forth opposite their names on Exhibit 1 hereto and shall receive the General Partnership Interests set forth on Exhibit 1. The General Partnership shall establish and maintain a capital account for each Partner in accordance with the IRS Code.

(b) Notwithstanding anything else set forth herein (including Section 6.1), Jose Gonzalez shall fund all MMTC License Acquisitions Costs on an as-needed basis as determined by Jose Gonzalez. Jose Gonzalez shall keep accurate records of all MMTC License Acquisitions Costs so funded and the expenditures thereof by the General Partnership. Jose Gonzalez shall send quarterly reports to the other General Partners of all such costs and expenditures (within 30 days following the end of each calendar quarter) until such time as the General Partnership is awarded an MMTC License or has reasonably determined that it will not be awarded an MMTC License.

4.2 Additional Capital. In the event at any time or times additional capital is required by the General Partnership (beyond the MMTC License Acquisition Costs or any out-of-pocket application preparation costs incurred by CT Botanicals LLC) to meet any obligation or to pay any liability of the General Partnership, the Partners may, in their sole discretion, borrow such required capital from any person or entity, including any Partner, on such terms and conditions as the Partners may determine by Majority Partner Consent. If the General Partnership does not borrow such additional capital, the Partners shall contribute the amount of such additional capital in such amount and in such proportion as determined by unanimous Partner consent.

4.3 Interest. No interest shall be paid on the capital contribution of any Partner.

ARTICLE V

PROFITS, LOSSES AND ACCOUNTING

5.1 Allocation of Profits and Losses. The net losses of the General Partnership shall be allocated first to the General Partners having positive capital account balances, in the amounts of and in proportion to the positive capital account balances, and thereafter to the General Partners bearing the ultimate risk of loss with respect to such losses (in proportion to ultimate risk of loss so borne). The net profits of the General Partnership shall be allocated first to offset any losses that have been allocated pursuant to the previous sentence and thereafter to the General Partners in accordance with their respective General Partnership Interests.

5.2 Accounting.

(a) The books of the General Partnership shall be kept on the cash basis and in accordance with generally accepted accounting principles consistently applied. The General Partnership books will be maintained at the principal office of the General Partnership, and each partner will have access to those books at all times. The books will be kept on a fiscal year basis, commencing January 1 and ending December 31, and they will be closed and balanced at the end of each fiscal year. An audit will be made as of the closing date.

(b) The fiscal year of the General Partnership shall be the calendar year.

ARTICLE VI

POWERS, DUTIES, LIABILITIES, COMPENSATION AND VOTING RIGHTS OF PARTNERS

6.1 Management, Duties, and Restrictions. The Partners shall act by Majority Partner Consent, provided that the General Partnership shall not take any of the following actions without Majority Partner Consent which shall include the affirmative consent of Jose Gonzalez:

(a) Sell all or substantially all of the General Partnership's property outside of the ordinary course of its business.

(b) Merge, consolidate or enter into any similar transaction between the General Partnership and one or more other entities in which the General Partnership is not the surviving entity.

(c) Make any expenditure outside the ordinary course of business.

(d) Borrow or lend money; or make, deliver, or accept any commercial paper on behalf of the General Partnership.

(e) Assign, mortgage, grant a security interest in, transfer, or pledge any debt to the General Partnership or release any debt, except on payment in full.

(f) Compromise any claim due to the General Partnership or submit to arbitration a dispute or controversy involving the General Partnership.

(g) Terminate the General Partnership.

6.2 Liabilities of Partners. In carrying out their duties hereunder, the Partners shall not be liable to the General Partnership or to any other Partner for any actions taken in good faith and reasonably believed to be in the best interests of the General Partnership, or for errors of judgment, but shall be liable for willful misconduct or a material adverse breach of this Agreement.

6.3 Compensation of Partners. The Partners shall not receive any compensation for services rendered to the General Partnership (unless otherwise agreed to by Majority Partner Consent), but shall be entitled to receive reimbursement of reasonable expenses incurred on behalf of the General Partnership except for capital contributions provided in Exhibit 1.

6.4 Reliance on Act of Partner. No financial institution or any other person, firm or corporation dealing with a Partner or the General Partnership shall be required to ascertain whether the Partner is acting in accordance with this Agreement, but such financial institution or such other person, firm or corporation shall be protected in relying solely upon the deed, transfer, or assurance of and the execution of such instrument or instruments by the Partner.

6.5 Other Partner Obligations.

(a) CT Botanicals LLC. Chris Visco, as sole owner of CT Botanicals LLC, hereby agrees that she shall facilitate all aspects of the MMTC licensing, including, but not limited to: (i) providing her experience in the cannabis space for any and all applications to obtain the MMTC License, (ii) providing net worth or similar type statements on any such applications as the General Partnership deems advisable for it to obtain an MMTC License, and (iii) providing assistance on any other matters relating to the application as reasonably requested by the General Partnership.

(b) James and Katherine Oleson. The Olesons agree to lease to the General Partnership the facility related to Boyett's Citrus Packers identified in the MMTC License application for use as the premises for the medical marijuana treatment facility, and the General Partnership may include the address of such facility on the application for the MMTC License. Further, the Olesons acknowledges that the General Partnership will use Boyett's Citrus Packer's

historical operations as part of its application as such historical operations may provide a preference over other applicants.

ARTICLE VII

DISTRIBUTIONS AND PAYMENTS TO PARTNERS

7.1 Distributions. Funds available for distribution after payment of or reserve for current General Partnership liabilities, shall, upon Majority Partner Consent be distributed to the Partners, first to the Partners an amount equal to their aggregate unreturned capital contributions (pro rata in accordance with relative unreturned capital contributions) and thereafter in accordance with their respective General Partnership Interests. No General Partnership property shall be distributed in kind.

7.2 Withdrawals. No Partner shall have the right to withdraw from his capital account except as provided herein.

ARTICLE VIII

TRANSFERS OF INTERESTS

8.1 Partners. Except as set forth in this Section 8.1, no Partner shall have the right to transfer all or a portion of his or her General Partnership Interest without Majority Partner Consent and approval of the applicable agencies of the State of Florida. If a Partner dies, or shall be adjudicated insolvent, or if there shall be entered an order for relief naming a Partner as the debtor in proceedings under any chapter of the Bankruptcy Code, such Partner's successor, transferee or trustee, as the case may be, shall become the assignee of his or her General Partnership Interest, but shall not become a general partner of the General Partnership without Majority Partner Consent; provided, however, in the event an Oleson dies, such Oleson's General Partnership Interest shall automatically and without any further action transfer to the other Oleson.

ARTICLE IX

TERMINATION OF THE GENERAL PARTNERSHIP

9.1 Termination. The General Partnership shall be dissolved upon the first to occur of the following: (i) the sale of substantially all of the General Partnership's assets, (ii) Majority Partner Consent to dissolve the General Partnership, and (iii) the entry of a decree of judicial dissolution of the General Partnership under Florida law. Upon dissolution of the General Partnership, the Partners shall proceed with the winding up of the General Partnership and its assets shall be sold, if possible, and the proceeds applied and distributed as provided herein.

9.2 Payment of Debts. The General Partnership assets shall first be applied to the payment of the liabilities of the General Partnership (other than any loans or advances that may have been made by Partners to the General Partnership) and the expenses of liquidation. A reasonable time shall be allowed for the orderly liquidation of the assets of the General Partnership and the discharge of liabilities to creditors so to enable the Partners to minimize any losses resulting from liquidation.

9.3 Debts to Partner. The remaining General Partnership assets shall next be applied to the repayment of any loans, including interest thereon, made to the General Partnership by the Partners, with the most recent loans being repaid first.

9.4 Distribution to Partners. The remaining General Partnership assets shall thereafter be distributed to the Partners in accordance with Section 7.1.

9.5 Reserve. Notwithstanding Section 9.4, the General Partnership may retain such amount as it deems necessary as a reserve for any contingent liabilities or obligations of the General Partnership, which reserve, after the passage of a reasonable period of time, shall be distributed pursuant to the provisions of this Article IX.

9.6 Final Accounting. The General Partnership shall deliver to the Partners a statement that shall set forth the assets and liabilities of the General Partnership as of the date of the completion of the liquidation.

ARTICLE X

AMENDMENTS

10.1 Authority to Amend. This Agreement contains the entire understanding between the parties with respect to its subject matter, and all prior understandings relating to it are merged in this Agreement. The Agreement may be amended, revoked, or terminated only by unanimous Partner consent.

ARTICLE XI

MISCELLANEOUS

11.1 Governing Law. The General Partnership and this Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

11.2 Agreement for Further Execution. At any time or times upon the request of a Partner, each Partner agrees to sign and swear to any certificate, any amendment to or cancellation of such certificate, acknowledge similar certificates or affidavits or certificates of fictitious firm name or the like (and any amendments or cancellations thereof) required by the laws of Florida, or any other jurisdiction in which the General Partnership does, or proposes to do, business, and cause the filing of any of the same for record wherever such filing shall be required by law. This Section shall not prejudice or affect the rights of a Partner to approve amendments to this Agreement pursuant to Section 10.1.

11.3 Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings or agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

11.4 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdictions in which the General Partnership does business. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

11.5 Notices. Notices to Partners or to the General Partnership shall be deemed to have been given when (i) personally delivered, (ii) mailed by prepaid registered or certified mail, or (iii) deposited with a nationally recognized overnight courier for next business day delivery, addressed to a Partner at his or her address set forth on Exhibit 1, unless a notice of change of address has previously been given in writing by a Partner to the General Partnership and the other Partners, in which case such notice shall be sent to the address set forth in such notice of change of address.

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11.12 Agreement Drafted by Gonzalez Attorney. Each Partner acknowledges that Jose Gonzalez's counsel, Taft Stettinius & Hollister LLP ("Taft"), prepared this Agreement on behalf of and in the course of its representation of Jose Gonzalez, and that Taft has not represented and will not be representing any of the other Partners in connection with the General Partnership, is acting as counsel only for Jose Gonzalez, and has not provided tax or business advice to the other Partners (each other Partner hereby being advised to rely upon separate counsel in connection with this Agreement and the transactions contemplated hereby). Each other Partner hereby waives all potential conflicts of interest resulting from the ongoing or future representation of the General Partnership or its affiliates by Taft on matters for which Taft is retained as counsel by Jose Gonzalez, the General Partnership or their affiliates.

[SIGNATURE PAGE FOLLOWS]

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

PARTNERS:

By: Katherine L Oleson
Name: Katherine L. Oleson

By: James L Oleson
Name: James L. Oleson

By: _____
Name: Jose Gonzalez

CT BOTANICALS LLC

By: _____
Name: Chris Visco, Manager

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

PARTNERS:

By: _____

Name: Katherine L. Oleson

By: _____

Name: James L. Oleson

By: _____

Name: Jose Gonzalez

CT BOTANICALS LLC

By: _____

Name: Chris Visco, Manager

EXHIBIT 1

MEMBERS NAMES	CAPITAL CONTRIBUTIONS	GENERAL PARTNERSHIP INTEREST
Katherine L. Oleson	None.	18.75%
James L. Oleson	None.	18.75%
Jose Gonzalez	MMTC License Acquisition Costs.	37.5%
CT BOTANICALS LLC	Out-of-pocket Application Preparation Costs*	25%

* CT Botanicals will deliver monthly updates for out-of-pocket costs incurred with demonstrative backup therefor in order for any such out-of-pocket costs to be deemed Capital Contributions

Subsection 4.3.3
Level 2 Background Screening

Subsection 4.3.3 of the Medical Marijuana Treatment Center License Application Instructions, Requirements, and Forms (“Application Instructions”) requires an applicant’s owners and managers to submit a full set of fingerprints to a Livescan Service Provider for purposes of level 2 background screening. The Department has not yet received an FDLE background report for the following individual, who is identified as an owner or manager in Subsection 4.3.3 of your Application:

- **435.09** (rejected for fingerprint quality)

Please ensure that this individual has successfully submitted a full set of fingerprints to a Livescan service provider for purposes of level 2 background screening. Individuals rejected for fingerprint quality must resubmit a full set of fingerprints to a Livescan Service Provider. As provided in Subsection 4.3.3 of the Application Instructions, if an individual’s fingerprints are rejected twice for image quality, the individual must participate in the Federal Bureau of Investigation’s name check procedure for fingerprint submissions rejected due to image quality. The Department will notify an individual whose fingerprints are rejected twice for image quality and provide direction regarding the FBI name check procedure.

See updated chart below for **435.09** new TCN Number for Subsection 4.3.3 Level 2 Background Screening.

Additionally, Subsection 4.3.3 of the Application Instructions requires that the applicant submit a completed Form 2 (Waiver Agreement and Statement) for each owner or manager, as those terms are defined by Department rules. The Form 2 contained in Subsection 4.3.3 of your Application is either incomplete or incorrect for the following individual:

- **435.09** – Form 2 is missing the date Form 2 was signed. Please provide a corrected and complete Form 2 executed by the above-listed individual.

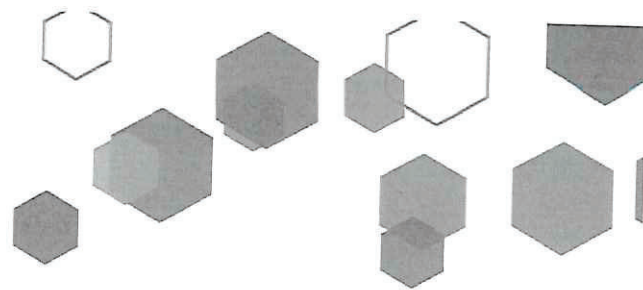
See updated Form 2 for **435.09** below.

435.09

Subsection 4.3.3
Level 2 Background Screening

- 2. A completed Form 2 (Waiver Agreement and Statement) executed by each owner and manager.**

A Form 2 - Waiver Agreement and Statement - for each owner, manager, and medical director follows:



FORM 2: WAIVER AGREEMENT AND STATEMENT
For Criminal History Record Checks

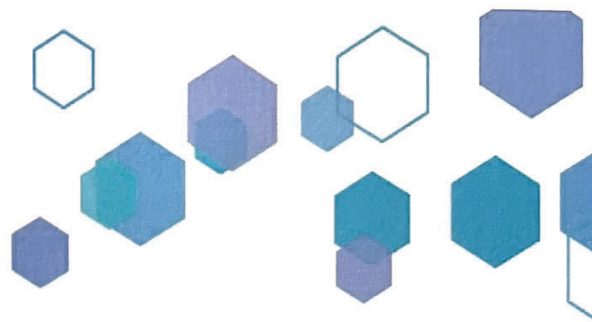
I hereby authorize the Livescan Service Provider of my choosing to submit a set of my fingerprints to the Florida Department of Law Enforcement (FDLE) for the purpose of accessing and reviewing Florida and national criminal history records that may pertain to me. I understand that my background report will be sent to the Florida Department of Health, Office of Medical Marijuana Use (OMMU), and that I would be able to receive any national criminal history record that may pertain to me directly from the Federal Bureau of Investigation (FBI) pursuant to Title 28, Code of Federal Regulations (CFR), sections 16.30-16.34, and that I could then freely disclose any such information to whomever I choose.

I understand that my fingerprints may be retained at FDLE and the FBI for the purpose of providing any subsequent arrest notifications to the OMMU. I further understand that, upon request, the FDLE may provide me a copy of the criminal history record report, if any, it receives concerning me and that I am entitled to challenge the accuracy and completeness of any information contained in any such report. I am aware that procedures for obtaining a change, correction, or updating of the FDLE or FBI criminal history are set forth in section 943.056, F.S., and Title 28, CFR, section 16.34.

I understand that the OMMU may disclose to the applicant for Medical Marijuana Treatment Center (MMTC) licensure listed below whether I am authorized to serve as an owner or manager for the MMTC upon licensure, as provided in section 381.986, F.S., Florida Administrative Code Chapter 64-4, and applicable emergency rules.

435.09

Bayetts Citrus Packers
MMTC Applicant Name



**FORM 2: WAIVER AGREEMENT AND STATEMENT
For Criminal History Record Checks**

I hereby authorize the Livescan Service Provider of my choosing to submit a set of my fingerprints to the Florida Department of Law Enforcement (FDLE) for the purpose of accessing and reviewing Florida and national criminal history records that may pertain to me. I understand that my background report will be sent to the Florida Department of Health, Office of Medical Marijuana Use (OMMU), and that I would be able to receive any national criminal history record that may pertain to me directly from the Federal Bureau of Investigation (FBI) pursuant to Title 28, Code of Federal Regulations (CFR), sections 16.30-16.34, and that I could then freely disclose any such information to whomever I choose.

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435.09

Boyetts Citrus Packers
MMTC Applicant Name



**FORM 2: WAIVER AGREEMENT AND STATEMENT
For Criminal History Record Checks**

I hereby authorize the Livescan Service Provider of my choosing to submit a set of my fingerprints to the Florida Department of Law Enforcement (FDLE) for the purpose of accessing and reviewing Florida and national criminal history records that may pertain to me. I understand that my background report will be sent to the Florida Department of Health, Office of Medical Marijuana Use (OMMU), and that I would be able to receive any national criminal history record that may pertain to me directly from the Federal Bureau of Investigation (FBI) pursuant to Title 28, Code of Federal Regulations (CFR), sections 16.30-16.34, and that I could then freely disclose any such information to whomever I choose.

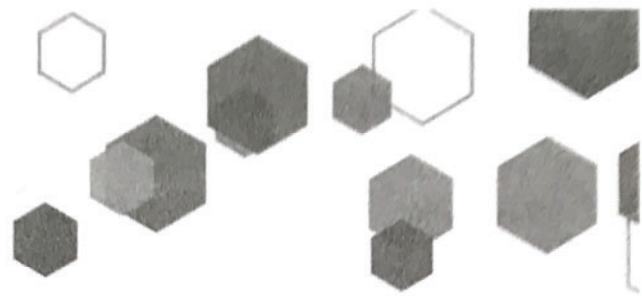
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435.09

BOYETT'S CITRUS PACKERS

MMTC Applicant Name



**FORM 2: WAIVER AGREEMENT AND STATEMENT
For Criminal History Record Checks**

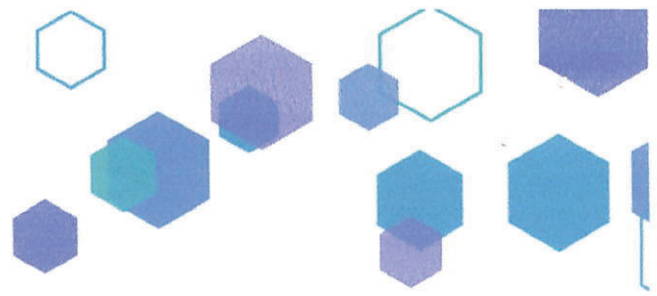
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435.09

BOYETTS CITRUS PACKERS
MMTC Applicant Name



**FORM 2: WAIVER AGREEMENT AND STATEMENT
For Criminal History Record Checks**

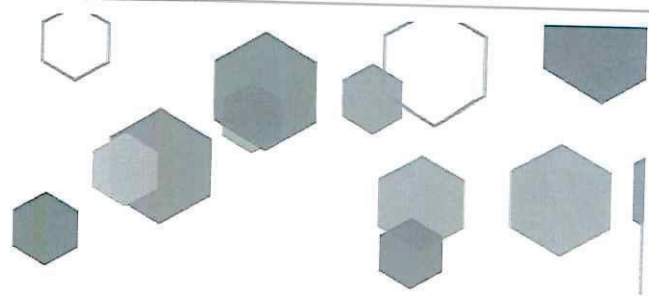
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BOYETTS Citrus Packers
MMTC Applicant Name



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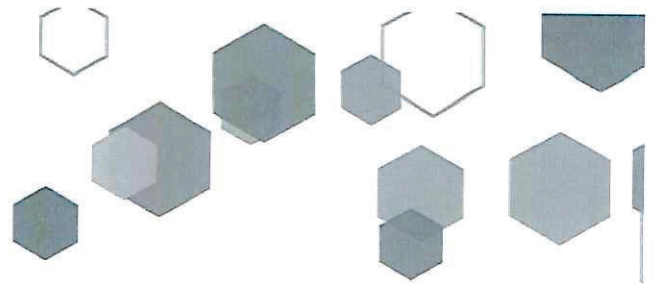
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Bouetts Citrus Packers
MMTC Applicant Name



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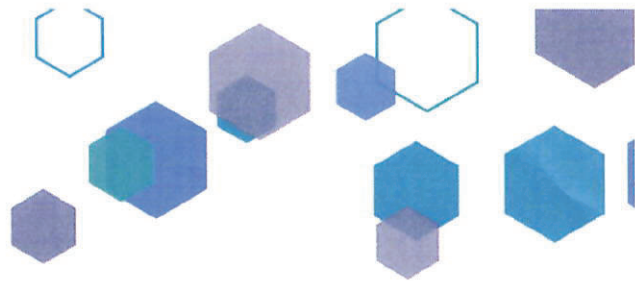
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Bouette Citrus Parker
MMTC Applicant Name



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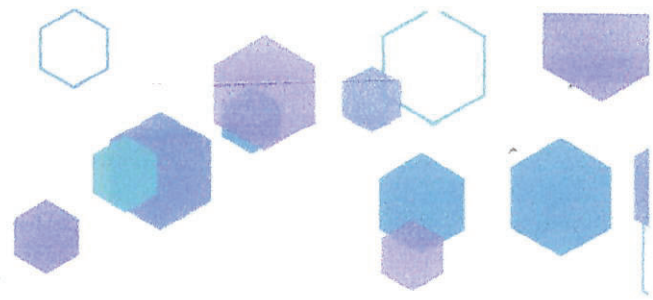
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Boye Hs Citrus Packers
MMTC Applicant Name



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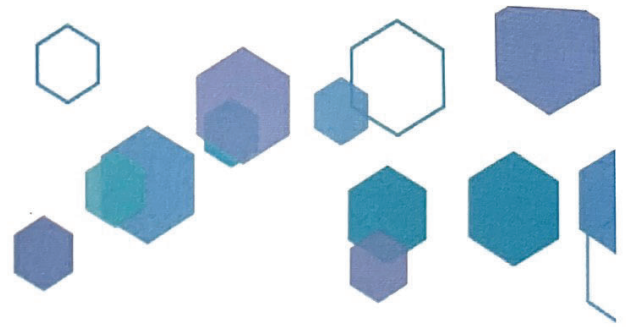
Boyett's Citrus Packers
MMTC Applicant Name

Emergency Rule 64ER22-9

Effective: 12/2022

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435.09

Email

Boyett's Citrus Packers

MMTC Applicant Name

Section 4.4
Plan for Cultivating Marijuana and Supporting Infrastructure

Describe your plan for cultivating marijuana in accordance with the requirements of section 381.986(8), F.S. and Department rules.

Subsection 4.4.1
Cultivation Plan

Describe your plan for cultivating marijuana in accordance with the requirements of section 381.986(8), F.S. and Department rules. (Maximum 80 raw points).

Subsection 4.4.1 – Cultivation Plan

Overview: The Applicant has assembled a team of professionals with experience in all aspects of cultivation, agriculture, propagation, human consumption, genetic modification, sanitization, Good Manufacturing Processes (GMP), good agricultural practices (GAP), good handling practices (GHP), mitigation of pests, disease and deficiencies common for cannabis, production of high quality product in a short time, tracking each plant in a harvest, analytical organic chemistry and micro-biology, analytical laboratory methods, analytical laboratory quality control, including maintaining a chain of custody, cannabis extraction techniques, cannabis routes of administration, producing cannabis products, interacting with patients, handling confidential medical information, marketing compliance protecting children, gathering and managing data, i.e. data on patient reactions to products dispensed, recalls, training programs addressing the Health Insurance Portability and Accountability Act (HIPAA), patient education, compliance, security, patient counseling and intensive data collection.

Processes, methods, and techniques for cultivating marijuana, including, but not limited to, low-THC cannabis: The Applicant upon receiving our cultivation authorization will post, in plain view, a physical copy of our license to operate. We will utilize clean room cultivation practices. We will germinate seeds to find suitable cultivars for production. All seeds will be germinated in a segregated portion of the Clone Room to ensure there is no accidental pollination of the clone stock. During the vegetative stage of growth mother plants will be selected by assessing the individual plant's overall health. Each Mother Plant (Mother) will be kept for no more than two months (or three cloning sessions) before the Mother is retired and culled. Each Mother will receive its own unique batch ID and all subsequent flowering batches will tie back to the originating Mother for tracking purposes. Clones from the Mothers will be placed into Bio365

BioGreens rooting blocks (or similar) and labeled with a plant identification tag with a barcode and logged into 119.071(3). They will be stored in humidity domes on stacked nursery racks under T5 compact fluorescent lights for approximately 2 weeks. During the cloning phase, plants will be under a 24-hour photoperiod. Next, the plants will move to the vegetative grow rooms. Temperature and humidity will be maintained and monitored with mobile dehumidifiers that can be added/subtracted to keep the relative humidity of the room below 65%. The room will be outfitted with Fluence Spydr “LED” fixtures. The photoperiod will be a cycle of 18 hours of light followed by 6 hours of darkness. The vegetative growth period will be the first time that the plants will be watered with our fertigation management system. The vegetative period will last for 4 weeks. From the vegetative rooms, the plants will be moved to the flowering rooms. Temperature and humidity will be maintained and monitored with mobile dehumidifiers that can be added/subtracted to keep the relative humidity of the room between 45-50%. The room will be outfitted with Fluence Spydr “LED” fixtures. The photoperiod will be a cycle of 12 hours of light followed by 12 hours of darkness. The rooms will use a combination of oscillating wall fans and installed horizontal airflow fans that will move air and cool the room. The flowering period will last for 8 weeks. After flowering, the cannabis will be harvested. At harvest, plants will be weighed, and hung to dry in drying rooms. When harvested, each individual plant and batch is logged and the tag and weight information is entered into 119.071(3). Growth Volume: Our facility will allow us to grow 2,100 lbs. of cannabis year 1, and 3,500 lbs. in year 2. Our two-year budget is built from market analysis and our harvest schedule. We roll up a dollar revenue which we project for retail sales, and then “back-in” to our projected volume of our cultivation which should be slightly more than 50% of the strains we choose which impacts our timeline because germination period varies by strain. We build clean rooms and design our facilities with flower

rooms under 1,300 sq. ft. because growing in smaller flower rooms allows any damage to be mitigated caused by a contaminant or pest. If something goes wrong, we are prepared so that we can continue to fill our patients' needs. The Applicant has an extensive background in crisis management, and we have incorporated those principles in every aspect of our cultivation process.

Strains of marijuana planned for cultivation and an explanation of how those strains relate to cultivation plan and timeline: We are providing 2 strains of cannabis included in our seed bank that we will cultivate due to the proscribed space requirements. We have included 1 THC Strain and one CBD dominate strain. Each strain requires 53 day growing cycle which fits into our timeline of delivering products to the market. We have planned 120 days from request for cultivation authorization to delivery of finished goods. We have allowed 67 days to dry/cure, trim, extract, process, testing, packaging, labeling, manifesting, and delivering to dispensary.

How the amount of marijuana to cultivate to adequately supply dispensing locations proposed in section 4.6: Our current cultivation plan was developed by determining how much cannabis our dispensing operation would require based on demographics of the locations, current competition, market conditions, the numbers of patients we project will be unique to us as a percentage of the market size, the types of products that we plan to offer and a growth plan. Our cultivation and processing plans to achieve this retail volume were then developed from our harvest schedules and assortment planning for flower products, versus oil products. We then based the initial square feet of our buildout for our Cultivation and Processing facility on the above data projections. We feel we are maximizing our volume in these locations while growing slowly and steadily to ensure the sustainability of the business.

Additives, pesticides, fungicides, and herbicides used for the cultivation of marijuana consistent with Rule 64-4.013, F.A.C.: The Applicant's philosophy on plant nutrients/additives

is to use a simple, forgiving method of fertilization, which will facilitate plant health and a quality final product. The Applicant primary additive will be the veganic, plant and mineral-based nutrient line, VegaMatrix. Veganic nutrients (nutrients containing no animal byproducts) are known to produce superior flavor and aroma, as well as increase the ability of cannabis plants to reach their full genetic potential. The VegaMatrix feeding schedule will simplify the fertilization process and reduce costs, while maintaining quality. The raw materials for the custom nutrient formulas include the following: Calcium Nitrate, Potassium Nitrate, Potassium Silicate, Sodium Nitrate, Potassium Sulfate, Potassium Acetate, Monopotassium Phosphate, Magnesium Sulfate, Ammonium Sulfate, Iron DTPA, Zinc EDTA, Manganese EDTA, Copper EDTA, Boric Acid, and Sodium Molybdate. Other standard nutrient inputs we plan to use include potassium hydroxide to raise PH ("Ph Up"), phosphoric acid to lower pH ("Ph Down"), and Indole-3-butyric acid (IBA), a root stimulant for clones and seedlings. Each month, new batches of liquid fertilizer concentrate, and raw materials are mixed/homogenized together and stored in nutrient tanks near the irrigation/fertigation hub. Nutrients/additives will be applied daily at a rate of 5-15ml/gal of water, at a pH of 6.0-6.5 according to a schedule determined by the plant's stage of growth. Pesticides, Fungicides & Herbicides: Azatrol - (azadirachtin 1.2%) - EPA Registration #2217-836 for the control of spider mites, thrips, whitefly, leaf miners, grasshoppers and fungus gnats; used once weekly as a foliar application or root drench; for preventative use, when no pests are present; minimum two days between applications with an intervening foliar water wash once weekly. Hydrogen Peroxide 33% - for the control of root borne diseases; maximum dose of 1% when used for root drench and system sterilizations; used continuously within a nutrient reservoir for sterilization and oxygen supplementation. Serenade fungicide *Bacillus subtilis* (QST713 @ 1.34%) - for the control of powdery mildew, grey mold, and other foliar diseases; used weekly in

rotation with other biological control products. Cottonseed Oil (30%) - for the prevention and treatment of powdery mildew and downy mildew; use weekly if disease has been diagnosed, in rotation with ozonated water and other nonbiological controls. Garlic Oil (3%) - used as a preventative for control of foliar pathogens; used weekly in rotation with other nonbiologically active control products, such as Azatrol Neem Oil (65.8%) - used as a preventative measure (foliar spray) against foliar pests and fungal diseases; can also be used as a root drench to treat root zone pests; sprayed weekly as a preventative, or twice weekly once pests have been diagnosed; Neem oil should be used in rotation with other non-biologically active control products, such as Azatrol Green Cure (potassium bicarbonate 85%) - for the treatment of powdery mildew, after a positive diagnosis of the disease; used in weekly rotation as a spray application with other nonbiologically active fungal control products such as neem oil, and hydrogen peroxide @0.25%. Sulfur (99.0%). for fungal disease control; sulfur is heated up in a burner and applied as an aerosol in an enclosed environment; used as a preventative for two hours daily for one week, but only while plants are in a vegetative growth cycle; not applied during the flowering cycle; cannot be used in an area when there are CO2 meters in the room to prevent buildup of sulfur within the components Actinovate (*Streptomyces lydicus* WYEC108 1.3%) - for treatment of fungal diseases; used once per week as a foliar treatment or as a continuous root drench to prevent/treat the root zone pest *Trichoderma harzianum* (Rifai strain KRL-AG2 1.15%) - for use as a foliar spray and soil drench; preventative against fungal diseases; applied weekly as part of a pest treatment program in rotation with Actinovate *Gliocladium virens* G-21 (12%) - a root zone inoculation used during the earliest part of the plant's life cycle; prevents the proliferation of harmful pathogens in the root zone; used continuously throughout the life cycle if evidence of disease is diagnosed; use in rotation with Actinovate as a root drench. Pursuant to state and local

regulations, we will not use pesticides or insecticides prohibited by federal, state, or local law for fertilization or production of edible produce, and will comply with all applicable federal, state, and local laws regarding use and disposal of pesticides and fertilizers.

Plan for inspecting seeds and growing plants for plant pests that endanger or threaten the horticulture or agriculture of the state, as defined by section 581.011(26), F.S., and identified in Rule 5B-2.0025, F.A.C: Inspecting seeds: To prevent the introduction/proliferation of plant pest that would endanger or threaten the horticulture or agriculture of the state, as defined by section 581.011(26), F.S., and identified in Rule 5B-2.0025, the Applicant has a thorough Integrated Pest Management Plan. This is an ecosystem-based strategy focusing on long-term prevention of pests through biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. The five pillars of the Applicant IPM plan are education, prevention, identification, containment, treatment. Education: The Applicant will ensure employees are familiar with pests commonly associated with cannabis cultivation, as well as the pests identified in Rule 5B-2.0025. Employees will be educated on each pest's damage presentation, life cycle, reproduction methods/frequency, risk of vectoring disease, and proper containment/treatment. Prevention: The Applicant will employ air-lock systems between vulnerable sections of the building to prevent pest entry; door sweeps and weather stripping that minimize gaps around doors and windows; sticky mats in entry ways to remove contaminants, pests and pathogens from shoes; reduce room to room travel by pre-planning daily tasks; require employees to wear reusable coveralls and shoes that do not leave the facility; use spring-loaded doors; maintain positive air pressure in rooms where plants are grown; utilize MERV 11 filters on all air intake vents; circulate internal air through carbon, UV filters; quarantine incoming plants for 2 weeks before integration into main cultivation; monitor vents/ducts weekly and clean

monthly; require intensive daily surface and container cleaning; weekly preventative application of organic foliar sprays, and Immediate disposal and removal of plant waste. Identification: The Applicant will visually inspect plants and growing areas for the presence of pests twice a week, on a specific day and time to detect pests' first appearance when they are most controllable; use sticky trap cards to detect the presence of and estimated size/scope of pest populations; locations where traps are placed will be labelled with a location identifier. Containment: Plants found to show signs of infection or infestation will be immediately quarantined. Treatment: All infected materials, once appropriate investigation is completed, will be destroyed.

Plan for tracking marijuana plants within a harvest, including your seed-to-sale tracking system: The Applicant will compliantly manage the chain of custody of plants and utilize 119.071(3) Florida's designated seed to sale software platform to track plants from seed to final product. Individual RFID tags will be used to track plants as grow, are harvested, processed, and packaged. The RFID tag numbers will follow the finished products from the cultivation to the retail outlet, and from the retail outlet to the final purchaser. The RFID tags will also allow us to track all cannabis waste and ensure we remain compliant by determining the source of any variances which shall be immediately reported to the state regulating body. Seeds are tagged at entry to the facility. RFID tag numbers will follow that seed via 119.071(3). Whenever plants or plant matter move in a physical location, our Head Cultivator will track the movement by recording it in 119.071(3). Our leadership team, and specifically, the Applicant Chief Operating Officer, James Lane, is proficient at seed-to-sale software and 119.071(3) specifically. We understand how important the risk of diversion, and our team has a proven history of managing and compliant tracking of cannabis and cannabis derivative products. Our 119.071(3) SOPs for tracking seeds, plants and plant matter are 80 pages.

Plan for the fumigation or treatment of plants and the removal and destruction of

infested or infected plants: In order to prevent the introduction/proliferation of plant pest that would endanger or threaten the horticulture or agriculture of the state, as defined by section 581.011(26), F.S., and identified in Rule 5B-2.002, the Applicant has a thorough Integrated Pest Management Plan. An IPM (Integrated Pest Management) plan is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and nontarget organisms, and the environment. The five pillars of the Applicant IPM plan include education, prevention, identification, containment, treatment. Education: The Applicant places a high priority on education for patients, employees, and the community. We have a comprehensive training program which is in the process of achieving National Accreditation. Our internal cultivation education contains at a minimum: Familiarization with plant pests commonly associated with cannabis cultivation, as well as the pests identified in Rule 5B-2.0025. Employees will be educated on each pest damage presentation, life cycle, reproduction methods and frequency, risk of vectoring disease and proper containment and treatment. Prevention Plan: There are Air-lock systems between vulnerable sections of the building to prevent pest entry. Door sweeps and weather stripping are installed that minimize all gaps around all doors and windows. Clean room sticky mats are placed in entry ways, removing contaminants, pests, and pathogens from shoes. Our plan reduces unnecessary room to room travel by pre-planning daily tasks and activities. The Applicant requires employees to wear reusable

coveralls and shoes that do not leave the facility. We have a mandated uniform including shoe coverings, face and beard coverings, and full body coveralls. No unsecured street clothes are allowed inside the Limited Access Area. Our plan ensures that no living plants other than Cannabis plants are allowed into the facility at any time. We have spring-loaded doors, ensuring entrances and exits are closed when not in use. Our HVAC system is designed to maintain positive air pressure in rooms where plants are grown. MERV 11 filters are installed on all air intake vents. We have circulating internal air through carbon, UV, or peroxide-producing filters. We require quarantine/sterilization of incoming plants for 2 weeks before integration into main cultivation. We have monthly vent/duct cleaning - monitoring. Intensive daily site cleaning practices take place. Intensive pot/container/tray and cultivation table cleaning takes place daily. We require weekly preventative application of non-toxic organic foliar sprays. There is an immediate disposal and removal of plant waste.

Visual Identification: We commit to scouting, or visual inspection of randomly selected plants, seeds and growing areas for the presence of pests; regular examination, from the soil surface up to the plant's tip, in a consistent pattern at least twice a week, on a specific day and time to detect pests' first appearance when they are most controllable; use of sticky trap cards to detect the presence of and estimated size/scope of pest populations. Locations where traps are placed will be labelled with a location identifier to assist in tracking information on logs. Traps are:

First, numbered and dated. Then placed in mother/clone/veg/flower areas and near all doors, sidewalls, roof vents and immediately above the plant canopy, one trap per 100 sq. ft.; Regularly inspected and replaced; Identification and recording on logs of all pests and pathogens detected.

Sticky trap inspection logs will include Pest identification, Trap #, location identifier, plant growth stage, trap coverage with pests, including approximate counts, temperature, relative humidity, and

light level. We utilize data collection of control measures used to treat infestations and all logs and records will be forwarded to the record keeping manager to ensure compliance with record retention policies. Containment: Immediate quarantine of plants found within the site that show signs of infection or infestation. Treatment: Immediate destruction of all infected materials once appropriate investigation is completed and spraying or applying root drenches with appropriate treatments for the insect/pathogen in question.

Methods of ensuring cultivation & practices comply with federal and state regulations regarding sanitation and waste disposal, including the requirements of Rule 64-4.207, F.A.C.

The Applicant has a comprehensive training manual and SOPs surrounding every process in our organization. Every team member receives weeks of training before they begin their position. Quarterly assessments are given to ensure compliance. Our waste disposal plan is extremely thorough and compliant with Rule 64-4.207, F.A.C., including the methods used and the requirement that all waste disposals be conducted by a facility manager and an employee. There are no exceptions to this rule. All documentation will be recorded in our seed-to-sale software program, **119.071(3)**.

Subsection 4.4.2
Cultivation Infrastructure

Describe the areas and infrastructure proposed for the cultivation of marijuana and explain how that infrastructure will be sufficient to execute your cultivation plan. (Maximum 60 raw points).

Subsection 4.4.2 – Cultivation Infrastructure

Overview: Boyett's Citrus Packers (the Applicant) has hired experienced agricultural architects to design the commercial cannabis facility suitable for effective and safe cultivation of low-THC cannabis. The Applicant and a Florida licensed commercial contractor, F.H. Paschen, have executed a Letter of Intent (LOI) under which the contractor would break ground two weeks after receiving a MMTC license.

Proposed Cultivation Facilities: The Applicant's proposes to build secured cultivation facilities in accordance with a multi-phase plan. The different phases are indicated on the included floor plans. The facility will be located at an existing structure used within the citrus industry located at [REDACTED] 119.071(3). **Capacity:** The first phase of the build-out includes constructing a 30,000 sq. ft. legally compliant facility with 8,000 of canopy for flowering plants with the option to expand the facility to up to 90,000 sq. ft. based on market demands. The initial 30,000 sq. ft. build out will be large enough to produce enough cannabis product for Applicant's two initial dispensary locations, as illustrated in Subsection 4.4.1. The facility will take a plant from the beginning of its life through processing and packaging, and it will be securely stored along this path.

Cultivation Environment: The cultivation environment will consist of Clean Rooms as further explained below.

Odor Mitigation: Our proposed cultivation location is not near any residential areas. In addition to the natural air buffer that this distance creates, we will use Ecosorb® CNB 100 plant-based odor removers manufactured by OMI Industries. Plant-based odor removers use natural plant oils to destroy cannabis smells. The blend of plant oils attracts odor molecules and use adsorption and absorption reactions to neutralize their offensive scents. These liquid products are

distributed by systems placed where exhaust exits a growing facility, eliminating odors before they become a nuisance to neighbors. Natural odor removers use plant oils to neutralize plant odors and can be specifically designed to eliminate the odorous chemical compounds in cannabis. Since a blend can be engineered for broad-spectrum odor control, it works better and more universally than other methods. Plant-based odor removers are non-toxic, non-hazardous, biodegradable, nonflammable, and contain no harmful VOCs. They are safe to use around people and require no permits for use, making them cost effective and ecofriendly. In addition to odor removers, our ventilation system will be comprised of fans with specifications like Terrabloom Silenced EC Incline Duct Fan ECMF-315-S; 1662 CFM; 268W with a max pressure of 500 PA. The ventilation system is Listed and HVI certified and has a fan along with a carbon filter like Terrabloom 6" air with an airflow up to 550 cfm. Terrabloom carbon filters are made of RC-48 virgin cotton. This carbon is granulated into the smallest pieces which allow for a more compact pack, resulting in better filtration performance. Filter thickness will be at least 51mm thick.

Cultivation Systems: Lighting: The Applicant will install energy efficient lighting and include LED light fixtures for emergency lights, vegetative lights, flowering lights, office lights, and hallway lights. There will be adequate lighting in all areas where cannabis is stored and where equipment or utensils are cleaned. For all phases of cultivation, the Applicant will use various models of LEDs, by Fluence Bioengineering. The reduced heat from the LED fixtures will allow the Applicant to control the cultivation environment more precisely. In addition to a reduction in heat, Fluence LEDs use a fraction of the electricity of HPS lighting, while still providing precise and uniform light throughout the plant canopy. Nutrient Dispersal: The Applicant will utilize the traditional commercial agriculture fertigation systems in tandem with an automated controls system to disperse nutrients to plants including water and feed depending on the applicable growth

stage and grow room location. The Applicant's water quality will be controlled and monitored using a commercial-grade reverse osmosis ("RO") filtration system with integrated ultraviolet light for sterilization. Water in the pipes and stock tanks will be scrubbed and sanitized after each use and temperature will be adjusted when needed by employing chillers and heaters. Likewise, pH and total dissolved solids will be monitored to ensure nutrient mixes are precise prior to being utilized in our plant feeding program. We plan to integrate an Anderson JA160D fertigation system (Anderson System) to control the watering cap for vegetative and flowering growth. This system will be integrated into our nursery controls and can be programmed and monitored remotely. The system will be fed from a series of stock tanks filled with RO water. Formulations of the VegaMatrix nutrient line will be mixed and added to stock tanks to maintain proper watering and nutrient feeding through the grow cycles. If a plant, or batch, requires additional amendments or adjustments different than the room being fed, the main lines from the Anderson System will be shut off, and a separate stock tank will be mixed and dosed with a Dosatron Eco-Cart until regular watering and feeding can resume. Data Collection: To accurately measure the effectiveness of our products, patient data and research information from licensed, credible medical institutions is critical to the advancement of the efficacy of our data. Patients will have the ability to "opt-in" to our cannabis research projects and provide feedback on their successes and failures by strain, consumption type and qualifying medical condition. Prior to commencing operations in Florida, the Applicant already possesses a comprehensive medical cannabis data source developed through the participation of more than 50,000 medical patients through studies conducted by highly qualified cannabis Pharmaceutical staff and recommending physicians. Data is also captured at the cultivation level regarding environmental conditions, cannabis breeders, and testing of alternate growing solutions, amongst others, to understand the relationship of cannabinoid and terpene

profiles to variable conditions and sources. This data allows breeders to modify conditions to maximize the medicinal properties of the plant to the specific needs of patients by medical condition. Power: The property has an adequate power source to operate our facility. Hernando County, as well as Brooksville is excited to have this new business opportunity and Brooksville Power Plants are facilities where energy is converted to bulk electrical power from other sources and distributed to the electrical grid for delivery to electricity consumers in Brooksville, FL. Power Plants are typically categorized by the source of fuel that they use for generating electricity.

Irrigation systems and access to water resources that ensure sufficient irrigation: Well water access is available on property with a 14,000-gallon tank and another with a 22,000-gallon tank with a use of 1600 gallons per day. The Applicant believes that the best way to provide consistent water and nutrition to our crops is to utilize the highest level of traditional agriculture fertigation. Commercial agricultural fertigation systems, like Anderson, are used in conjunction with our nursery controls system to precisely water and feed all the plants. All plants will be watered pursuant to their stage of growth and the growing room in which they are located. The Applicant's water quality will be carefully controlled and monitored using a commercial-grade reverse osmosis ("RO") filtration system with integrated ultraviolet light for additional sterilization. RO systems can remove up to 99% of the total dissolved solids including salts, minerals, and heavy metals from facility water sources. Also, ultra-violet light has been proven to neutralize any additional bacterial/microorganisms in the source water. Water in the pipes and stock tanks will be scrubbed and sanitized after each use and temperature will be adjusted when needed by employing chillers and heaters. Likewise, pH and total dissolved solids will be monitored to ensure nutrient mixes are precise prior to being utilized in our plant feeding program. We plan to integrate an Anderson JA160D fertigation system to control all the watering for

vegetative and flowering growth. This system will be fully integrated into our nursery controls and can be programmed and monitored remotely and are always backed up. The system will be fed from a series of stock tanks filled with RO water. Formulations of the VegaMatrix nutrient line will be mixed and added to stock tanks to maintain proper watering and nutrient feeding through the grow cycles. If a plant, or batch, requires additional amendments or adjustments different than the room being fed, the main lines from the Anderson system will be shut off, and a separate stock tank will be mixed and dosed with a Dosatron Eco-Cart until regular watering and feeding can resume.

Environmental control systems: The Applicant has chosen to utilize the following systems: The Hydro-X / HCS-1 system is a complete, professional-grade environmental system, designed to automatically control indoor and greenhouse environments. It is modular and fully customizable, optimized to control all devices within a single growing zone. The HCS-1 comes standard with a multipurpose 3-in-1 Temperature / Humidity / Photocell sensor, the MBS-TH. The MBS-TH sensor, a CO2 sensor, smoke, and water detectors can be daisy chained to the HCS-1 SENSOR port. There are 2 lighting control channels that control an unlimited number of lights on 2 separate channels. The system can operate multiple lighting systems at the same time. The LCD display on the HCS-1 provides the current conditions and access to all settings. We can change settings remotely via the TrolMaster APP. The APP allows our cultivation team the ability to monitor and adjust as necessary, while also ensuring we detect issues immediately. The NFS-1 / Aqua-X System is a professional-grade irrigation control system. The NFS-1 is the brain of the Aqua-X system. It comes standard with a touch spot and a water detector for water leak detection and watering confirmation. The NFS-1 has an LCD display and 6 buttons to allow the user to change set points and access functions on the Aqua-x. The timers can be set-up to be recycling timers, or schedule timers with 12 individual customizable irrigation schedules that operate at

specific times of day with different durations. The ON Timers can be set as low as 1 second. OFF times can be set down as low as 1 minute. A maximum of 5 control modules can be connected to each NFS-1. Users can manage irrigation times for nutrient tanks or Dosatron systems. TrolMaster recommends using the NFS-1 / Aqua-X system to control up to 30 individual outputs (24V or 110V). The NFS-1 also offers pH, EC, and water temperature monitoring as well as historical data logging. The user can also monitor the moisture level of the growing medium using the optional WCS-1 sensors.

Backup plans for all systems identified: The Applicant ensures seamless operations with redundant backup systems ensuring there is never a failure of any controllable system in our organization. All systems will be enhanced to operate on a fully consistent basis without interruption. System devices will be installed with battery backup power to prevent redundancies. To prevent any power interruption, all system components will be connected to an uninterruptible power source (UPS). This power source will provide auxiliary power immediately upon a power outage, giving the standby emergency power generator time to turn on. The auxiliary power will be sufficient to maintain the systems for a guaranteed 48 hours. Additionally, all internet-based systems are protected by running 2 internet providers simultaneously to reduce the risk of an outage. See floorplan below for reference.

119.071(3)

Note: the camera/security floorplan is included in subsection 4.7.1.

119.071(3)

Subsection 4.4.3
Ability to Secure Cultivation Infrastructure

With respect to the cultivation infrastructure described in response to Subsection 4.4.2, identify the cultivation infrastructure you have already secured and the cultivation infrastructure you intend to secure upon licensure. (Maximum 60 raw points).

Subsection 4.4.3 Ability to Secure Cultivation

Overview: In this subsection, the Applicant will demonstrate, with respect to the cultivation infrastructure described in response to Subsection 4.4.2, the cultivation infrastructure we have already secured and the cultivation infrastructure we intend to secure upon licensure. The Applicant has secured infrastructure, infrastructure that will be secured after application but prior to licensure, and infrastructure that will be secured post licensure. This is different than the original prompt of “secured” or “secured post licensure.” Please note that we will secure infrastructure where possible over the next 30 days prior to approval of an MMTC, as well and have itemized them separately below. \

Cultivation Facility Systems and Infrastructure Secured: The Applicant is poised for immediate execution of its plan to successfully operate a MMTC, providing high quality products to the Florida medical marijuana market in a timely, compliant manner. The infrastructure we have secured and identified sets us up for a successful completion of our facility to meet or exceed our projected timeframe of requesting cultivation authorization in 160 – 180 days with a cushion to meet this deadline.

Infrastructure Secured:

- The Applicant owns all properties free of mortgage or lien.
- The municipality has provided confirmation of zoning compliance.
- Hernando County and Brooksville are thrilled with the business development our operations bring and are committed to providing an expedited path forward to permitting.
- Brooksville has an underutilized power grid for its ~8000-person population allowing for secured, effective power.

- We have an available adequate power supply allowing for our necessary 3-phase power system.
- The Applicant's water supply comes from a private well water supply with 2 tanks with a combined capacity of 36,000 gallons of water.
- Our construction company has presented an LOI for our buildout allowing us to complete construction and request a cultivation authorization in 140 days. They have committed to breaking ground 2 weeks post licensure.
- Security Equipment – The Applicant will utilize the same make and models of security equipment utilized in its other out of state cannabis operations and have notified the company of equipment needs which are secured for our lead time.
- Seed Bank – The Applicant owns a seed bank of over 250 strains of cannabis including low-THC cannabis.
- Our corporate infrastructure is secured with a team of current Florida citrus farmers, cannabis cultivation and retail professionals, medical advisors, and infrastructure (facilities, engineering, architecture) experts already contracted with the Applicant. The Applicant has assembled a team of professionals with experience in all aspects of cultivation, agriculture, cultivating non-native plants, cultivating plants for human consumption such as food or medicine products, in-house propagation, genetic modification and breeding, clean grow rooms, Good Manufacturing Processes (GMP), good agricultural practices (GAP), good handling practices (GHP), mitigation of pests, disease and deficiencies common for cannabis, production of high quality product in a short time, tracking each plant in a harvest, analytical organic chemistry and micro-biology, analytical laboratory methods,

analytical laboratory quality control, including maintaining a chain of custody, cannabis extraction techniques, cannabis routes of administration, producing cannabis products, interacting with patients, handling confidential information including patient information, marketing compliance protecting children, gathering and managing data, i.e. data on patient reactions to products dispensed, recalls, training programs addressing the Health Insurance Portability and Accountability Act (HIPAA), patient education, compliance, security, patient counseling and intensive data collection. This team has built many start-up facilities in the cannabis space, operated and built the largest independent medical marijuana company in the United States.

- Packaging – The Applicant has had a long relationship with Contempo Card, an experienced cannabis packaging company. Because they currently provide packaging for us in other cannabis markets, our design, pending Department approval is in its final design phase and packaging approved for a Florida MMTC
- Education infrastructure includes a patient and employee education program which is currently in the process of being nationally certified. Our education program is extensive and is available on an online platform which measures the readers comprehension.

Cultivation Facility Systems and Infrastructure not yet secured but intend to secure upon Licensure (including timeline or schedule and assumptions upon which the schedule is based): Because of the municipality's eagerness to have the Applicant's business open quickly and be as successful as possible, we are poised to obtain final zoning and permits post application, but prior to licensure. The Applicant is committed to spending funds where reasonable to acquire

infrastructure Prior to an award of a MMTC license; MEP Drawings, Final zoning approval, Permits, 119.071(3) Seed to Sale Software Program – We utilize 119.071(3) in other states and can assure The Department that our onboarding process will meet our timeline.

Not yet secured but intend to secure upon Licensure:

- Cultivation equipment: Cultivation Equipment, Lighting with lead times confirmed to meet our timeline, Odor Mitigation supplies and equipment, Ventilation systems, Interior construction materials, Backup (UPS) System, Nutrients, HVAC and Environmental controls, Software, hardware, and other IT needs are sourced and will be purchased to meet our timeline, all interior and exterior building materials, will be sourced but not purchased until licensure. Uniforms, Supplies for facilities including sanitation, wracking, trays, pots, and all other cultivation needs, Furniture, Office supplies.
- Security: While not specifically called out in this subsection, but because we take security as a significant compliance issue, the phrase “ability to secure,” compelled us to include a snippet of our security plan. Our security plan, SOPs and training manual are more than 50 pages. We have 6 pages for security in subsection 4.7.1 which will not possibly be enough room to detail all of our extensive security equipment and protocols including active shooter and other additional crisis management and safety tools which are taught by our Chief Security Officer, Jeffrey Redding who is a former police officer with more than 20 years in law enforcement, and cannabis security.

Standard Security Measures for Plants and Derivative Products: All living plants, derivative product, drying or curing materials, derivative product, extracted product, and finished

products will be contained in locked indoor spaces and vaults designed with a 119.071(3) construction, and at no time will they be accessible to the public. Materials will always be under visual surveillance with a Digital Video Recording (DVR) system, and no material is to be handled outside of the building beyond relocation through dispensary delivery services. Any movement of the product, including derivative product, will be controlled, secured in locked rooms or vaults, and documented. All extracted products being produced or finished in the extraction/processing area will be secured in locked spaces at the end of workday or shift. This facility will have 119.071(3), and all other doors will be secure exits only and locked. This includes the 119.071(3) door, and this door will only open for a brief time when needed. The Lobby has a Check-in/ Security Office to control all visitors or employees. A security staff member will be positioned at this fully secured location with full visual surveillance using a DVR system and monitors that will be located at the check-in desk. The DVR Room is located next to the Security Office for quick access. Deliveries will be scheduled so that employees are not arriving at the same time as deliveries, so that you can have the security staff member present when loading and unloading and opening and closing the 119.071(3) door. All doors will have 119.071(3) (frequency operated button) devices. Additional security measures will be used. Refer to specialized security information.

General Circulation Controls: Employees or the public will enter the main entry into a secure lobby. This lobby will include a Check-in/Security Office, where everyone will check in. No one can enter beyond this point without access either by security or a key fob device. The Main Office is located directly behind the Security Office, so that employees that work only in the office do not necessarily need to enter the remainder of the facility. All services needed for this area are in the area, so an employee not associated with growing, or production does not need to go beyond

this part of the building._Once a person moves past the lobby, they will be working in the processing/manufacturing, cultivation wing or both building areas. These specific areas are separated with isolated hallways that control the circulation of these employees within their assigned areas. The access to these areas will be controlled by 119.071(3). An extraction or packaging employee does not need to enter the grow to do their jobs. This keeps employees in areas where they are required to work, and it will add a level of security by controlling the general circulation of the facility._The design includes a Trim Storage area for securing materials prior to entering the Trim Room. This creates a secure space where growers deposit material to be processed without needing trim employees to enter any part of the grow area to collect this material._Trimmed products are moved Packaging or Extraction for refinement, and packaged products are moved to a room called a Vault Office. This is a secure room to create an additional barrier before entering the Vault. This is a new security feature that we use in design.

Timeline or schedule and assumptions upon which the schedule is based: The Applicant will be ready to request cultivation authorization within 160 days. Please see the attached GAANT timeline for reference of milestones.

\$	4,000,000.00	
		Project Start: Thu, 6/15/2023
		Display Week: 1

TASK		BUDGET	PROGRESS	START	END
Procurement and Contracting Requirements Group					
Division 00	Procurement and Contracting Requirements	\$	-	6/15/23	6/17/23
Demolitions Subgroup					
Division 01	Earthwork	\$	30,000.00	6/17/23	6/24/23
Facility Construction Subgroup					
Division 02	Existing Conditions	\$	-	6/24/23	6/24/23
Division 03	Masonry	\$	220,000.00	6/24/23	7/8/23
Division 04	Metals	\$	260,000.00	7/8/23	7/22/23
Division 05	Wood, Plastics, Drywall, and Composites	\$	200,000.00	7/22/23	8/5/23
Division 06	FRP (Fiberglass Reinforced Panels)	\$	100,000.00	8/5/23	8/12/23
Division 07	Thermal and Moisture Protection (Walkins)	\$	10,000.00	8/12/23	8/29/23
Division 08	Openings	\$	80,000.00	8/29/23	9/12/23
Division 09	Finishes	\$	30,000.00	9/12/23	9/15/23
Division 10	Floor Coating	\$	100,000.00	9/15/23	9/18/23
Division 12	Furnishings	\$	8,000.00	9/18/23	9/19/23
Division 13	Special Construction	\$	-	9/19/23	9/20/23
Division 14	Conveying Equipment	\$	-	9/20/23	9/20/23
Division 15	Lighting Fixtures	\$	8,000.00	9/20/23	9/21/23
Facility Services Subgroup					
Division 19	Mechanical Support	\$	20,000.00	9/21/23	9/23/23
Division 20	Fire Suppression	\$	100,000.00	9/23/23	9/26/23
Division 21	Plumbing	\$	660,000.00	9/26/23	10/10/23
Division 22	Heating Ventilating and Air Conditioning	\$	360,000.00	10/10/23	10/17/23
Division 23	Integrated Automation	\$	24,000.00	10/17/23	10/20/23
Division 24	Electrical	\$	600,000.00	10/20/23	10/27/23
Division 25	Equipment	\$	760,000.00	10/27/23	10/30/23
Division 26	Electrical Power (generator)	\$	148,000.00	10/30/23	11/3/23
Division 27	Electronic Safety and Security	\$	150,000.00	11/3/23	11/7/23
Division 28	Communications	\$	4,000.00	11/7/23	11/8/23
Site and Infrastructure Subgroup					
Division 29	Exterior Improvements	\$	8,000.00	11/8/23	11/11/23
Division 30	Utilities	\$	40,000.00	11/11/23	11/14/23
Division 31	Transportation	\$	80,000.00	11/14/23	11/16/23
Division 32	Waterways and Marine Construction	\$	-	11/16/23	11/17/23
Division 33	U&O - Inspection	\$	-	11/17/23	11/17/23
Construction Estimate		\$	4,000,000.00	\$ 400.00	Per Sq Ft 10,000

Section 4.5
Plan for Processing Marijuana and Supporting Infrastructure

Subsection 4.5.1
Processing Plan

Describe your plan for processing marijuana in accordance with the requirements of section 381.986(8), F.S. and Department rules. (Maximum 80 raw points).

Subsection 4.5.1 - Processing Plan

Methods of extraction, including extraction techniques and processes: The Applicant will use state-of-the-art extraction technologies as the core of our processing operation to employ high-pressure, low temperature carbon dioxide (CO₂) supercritical extraction technology and solventless ice water extraction technology. Each of which is considered the cleanest, healthiest, and safest method of leading commercial technology on the market today. We will also employ winterization procedures to remove any heavy lipids (waxes) prior to refining the raw crude extract oils with wiped thin-film distillation technology to turn cannabis plant biomass into a THC distillate that can be accurately measured, blended, and dosed into approved products.

The solvents and gases you intend to use for processing marijuana and methods for handling solvents and gases that exhibit potential toxicity in compliance with the Department's MMTC Solvent-Based Extraction Rule: The Applicant will use carbon dioxide, and water as solvents to process cannabis extracts. When using carbon dioxide or water in our processes, there are zero residual chemicals remaining in the extract that could pose any harm to a medical patient. Also, solvents such as carbon dioxide will kill any type of microbial or contaminant that may have found its way into the dried cannabis trim. All solvent-based extractions will be performed in a closed loop system. All pressure vessels within the closed loop systems will contain an emergency pressure release system vented to the outside of the facility, will comply with section VIII, division 1 of the ASME BPVC, and be rated at least 125% of the maximum pressure, per the manufacturer's maximum operational limits, but will not exceed 10,000 psi. The closed loop systems will be certified (including engineer's signature and seal, the serial number of the system, and the name of the Applicant) by an independent engineer to be commercially manufactured, safe for its intended use, and built to codes of recognized and

accepted good engineering practices. The storage, handling & disposal of solvents will comply with NFPA 55 (carbon dioxide). The Applicant will also comply with NFPA 1, section 38.6.4 (2021). The Applicant will prominently display proof of passing the inspection required by subsection 10 of Rule 64ER21-13. The Applicant will create and maintain detailed SOPs for the safety and operation of all Solvent-Based Extraction equipment. All applicable employees will be trained on the Applicant's SOPs and will obtain training in safety and application from the closed loop systems manufacturer prior to performing any extraction. The Applicant will maintain documentation of the manufacturer training for all applicable employees.

Methods and processes for ensuring Final Product, as defined in the Department's CMTL Definitions Rule, does not exceed the enumerated Acceptable Limits, as provided in the Department's CMTL Sample Testing Rule: The Applicant is responsible for facilitating the laboratory testing of all cannabis products produced. This includes, primarily, making bulk cannabis and cannabis product batches immediately available to agents of a licensed testing laboratory. Immediately before infusing of any cannabis-infused product or packaging cannabis for sale, our Chief Compliance Officer will contact a licensed testing laboratory and arrange for a laboratory employee to come to our facility location to select a random sample for laboratory testing. The laboratory will test for the following: microbiological contaminants, mycotoxins, residual solvents, heavy metals, testing for the purpose of conducting an active ingredient analysis. Our Kitchen Manager /Lead Infuser along with another agent-in-charge are tasked with specific obligations during the testing sample selection process. They will (1) ensure the batch size from which the sample is taken meets the requirements of Illinois regulations; (2) ensure an agent-in-charge is physically present to observe the laboratory employee obtaining the sample of cannabis material for testing and will ensure that even increments are taken from throughout the batch; (3)

record the process in front of a camera, with a digital record of the batch number, the lab employees ID number and date/time the sample was selected; and (4) after the sample has been selected, the agent-in-charge and the lab representative will sign and date the chain of custody form provided by the testing laboratory attesting to the sample selection has occurred.

Record maintenance for all testing and samples of each Retail Batch, as defined in the Department's CMTL Definitions Rule: All testing results, certificate of analysis, and records of samples sent for testing will be stored in the Applicant's seed-to-sale tracking system, 119.071(3). The will also document the chain of custody of cannabis samples from when the sample is separated from the origin batch to when it is provided to the CMTL. The Chain of custody documents will show the date, time, name of employee or employees handling the sample, the condition of the sample, the condition of any container or packaging the sample was transported or stored in, the location of the sample, the sample's unique identifier, and the sample's associated seed-to sale information. The Applicant will keep all chain of custody documents, as well as any documentation resulting from a CMTL audit or inspection on file for 5 years. The Applicant will also maintain SOPs created for the Applicant by its contracted CMTL.

Procedures for the treatment of marijuana or Final Product that fails to meet the testing requirements provided in sections 381.986, 381.988, F.S., and the Department's CMTL Sample Testing Rule: Final Product that fails to meet the testing requirements provided in sections 381.986, 381.988, F.S., and the Department's CMTL Sample Testing Rule will be deemed by The Applicant to be product/marijuana waste, and will be rendered unusable and unrecognizable or irretrievable at an MMTC's department-approved facility. Prior to the marijuana waste being rendered unusable and unrecognizable or irretrievable, the marijuana waste will be stored in a waste receptacle(s) that is: a securely locked, enclosed container; securely fastened to

a permanent structure so that it cannot be removed; and located in a secured area of the facility. The marijuana waste will be deemed unusable and unrecognizable when it is incapable of being salvaged and consumed through any means and all components are homogenous and indistinguishable. Marijuana Waste is deemed irretrievable if it cannot be transformed to a physical or chemical condition or state as marijuana or a substance with a chemical structure or effect that is similar to marijuana. Two employees of the Applicant, one of whom must be a manager, will be present when rendering the marijuana waste unusable and unrecognizable or irretrievable. Steps taken to render Marijuana Waste unusable and unrecognizable or irretrievable will be conducted under video surveillance. Prior to disposal Marijuana Waste will be: rendered unusable and unrecognizable by grinding and mixing the compostable Marijuana Waste with at least an equal amount of other compostable materials; rendered unusable and unrecognizable by grinding the Marijuana Waste with at least an equal amount of other compostable materials (e.g., food waste, yard waste, vegetable-based grease or oils) or non-compostable materials (e.g., paper waste, cardboard waste, plastic waste, or oil), or both; or rendered irretrievable by permanently altering the physical or chemical condition through irreversible means. After Marijuana Waste is rendered unusable and unrecognizable or irretrievable, any remaining Marijuana Waste will be transported to a composting facility that is registered with or permitted by the Department of Environmental Protection pursuant to Chapter 62-709, F.A.C. (04/2021). The Applicant will maintain a current and up-to-date waste management plan that includes: the identity of managers and employees with access to the Marijuana Waste storage area; procedures for weighing, tracking, and documenting Marijuana Waste out of the seed-to-sale tracking system; procedures for rendering Marijuana Waste unusable and unrecognizable or irretrievable; procedures for storing Marijuana Waste before it is rendered unusable and unrecognizable or irretrievable, and the transport of the Marijuana

Waste; the manner of disposing of Marijuana Waste after it is rendered unusable and unrecognizable or irretrievable; record maintenance and retention procedures for Marijuana Waste records; and employee training materials and exercises concerning Marijuana Waste management procedures. The Applicant will maintain detailed records of the Marijuana Waste it generates that will include: the date, time, and manner of rendering the Marijuana Waste unusable and unrecognizable or irretrievable, and the names and signatures of the employees who performed those procedures; video recordings of the persons rendering the Marijuana Waste unusable and unrecognizable or irretrievable; the name of the entity(ies) collecting the Marijuana Waste, and documentation that evidences the Applicant's subscription to waste collection services from that entity; and the date, time, and manner of disposing of the Marijuana Waste, including whether the Marijuana Waste was disposed of via delivery to a solid waste management facility or delivery to a registered or permitted composting facility. All video surveillance recordings will be retained for at least 45 days. All other Marijuana Waste records will be retained for at least two years. The Applicant will provide a minimum of 72 hours' notice in the seed-to-sale tracking system prior to rendering any Marijuana Waste unusable and unrecognizable or irretrievable. The Applicant will also record in the tracking system the weight of the Marijuana Waste to be rendered unusable and unrecognizable or irretrievable. At least two employees, one of whom will be a manager, will be present when documenting Marijuana Waste out of the seed-to-sale tracking system.

Quality assurance program to track contamination incidents and document identified causes of such incidents and corrective action(s) taken: Prior to the mandated external lab testing required for products to be deemed ready for sale, the Applicant will conduct our own pre-emptive and research-supporting internal testing during mid-production of cannabis and cannabis products. Procedures for testing raw crude oil, refined oil, and infused products will conform to

accepted industry standard methodologies. If any contaminants are found, our team will first document the results and which oil batch the failure was observed. The applicable process manager will then develop a corrective action plan and update the applicable processes to correct the issue and prevent reoccurrence. The COO will determine whether additional testing is necessary based on the testing outcomes. All test results will be recorded in the Bio Track, tracking software. All documentation related to irregular testing results will be stored on site for 5 years. Our team will also test the following materials if there is a question about the quality of the products related to these items: cultivation inputs, food ingredient inputs/utensils, packaging, and other plastic container residues. When our team receives notice stating that the sample meets specifications required by law, the lab will attach the Certificate of Analysis to the batch record and return to our facility. The testing results are documented, and the remaining batches move to the packaging and labeling area within our facility. Our packaging and labeling department will then complete a Quality Assurance Review (QAR) using a predetermined checklist prior to any product being transported and sold.

Ability of each proposed processing facility to pass a Food Safety Good Manufacturing Practices inspection by a nationally accredited certifying body within twelve months of licensure, as required by section 381.986(8)(e)9., F.S. The nationally accredited certifying body you intend to use for the Food Safety Good Manufacturing Practices inspection and how you intend to meet its guidelines/standards: The Applicant will apply for GMP certification through NSF, a nationally accredited GMP certifying body. The Applicant will partner with Allay Cannabis Consulting to ensure the facility's design and the Applicant's processes and methods meet cGMP standards. Allay will partner with the Applicant prior to and throughout the certification process. A gap analysis will be performed to determine if the

Applicant's current facility design, methods and processes adhere to cGMP standards, and recommend if any design or process changes need changing, or if additional design details or processes are needed. After establishing this baseline Allay will partner with the Applicant to create the SOPs and train staff/implement SOPs as needed for certification. This process will take approximately six months.

Plan for packaging and labeling of usable products, as defined in the Department's Definitions Rule, in compliance with the requirements of section 381.986(8)(e)11.f., F.S., and the Department's MMTC Packaging and Labeling Rule: In order to comply with the requirements of section 381.986(8)(e)11.f., F.S., and the Department's MMTC Packaging and Labeling Rule, our team will implement systems for the safe and accurate packaging and labeling of cannabis products. All packaging employees will utilize sterile gloves or sanitized utensils for packaging cannabis products. Packaging will take place on a work surface that has been sanitized prior to packaging operations and after any contact with uncured cannabis or substance. All usable products will be placed inside of a receptacle at Applicant's department-approved processing facility. Before dispensing usable product in any receptacle and packaging, The Applicant will obtain department approval of the use of the receptacle, label, and package. The receptacle will be child resistant, and in the case of multiple-use usable products and multi-serving edibles, the receptacle shall be resealable such that it continues to be child resistant after each use. The receptacle will have a firmly affixed and readable label that includes only the information required or permitted by s. 381.986(8)(e)11.f., F.S., and rule 64ER20-32. All required information on the label will be prominent and conspicuous. The universal symbol on every receptacle will be at least ¼ inch wide and ¼ inch high and will be placed on the outer layer of receptacle labeling. The receptacle will not include depictions of the product or any graphics or images other than one

image of the Applicant's department-approved logo and the universal symbol. The receptacle will include all applicable/required instructions, health information, or warnings and precautions. All packages will be plain, opaque, and white. The Applicant's edible products receptacles will have a firmly affixed and readable label that includes all pertinent information required for edibles by rule 64ER20-32. All receptacles will have a Product Stock-Keeping Unit (SKU), barcode, or other similar product identifier. There will be no unsubstantiated claims that the usable product cures any medical condition. While packaging, all employees will be required to clean his or her hands and exposed portions of his or her arms before donning gloves for working with cannabis products. Each cannabis product our team produces for sale must be registered with the Department.

Methods of ensuring processing facilities and practices comply with federal and state regulations regarding sanitation and waste disposal, including the Rule 64-4.207, F.A.C.:

The Applicant has a comprehensive training manual and SOPs surrounding every process in our organization. Every team member receives weeks of training before they begin their position. Quarterly assessments are given to ensure compliance throughout the Applicant. Our waste disposal plan is extremely thorough and compliant with Rule 64-4.207, F.A.C., including the methods used and the requirement that all waste disposals be conducted by a facility manager and an employee. There are no exceptions to this rule. All documentation will be recorded in our see-to-sale software program, **119.071(3)**

If pre-rolled marijuana cigarettes are included in your product offerings, a description of the wrapping paper you intend to use for the cigarettes: Specs for paper used for pre-rolled cones: Paper Type: 100% pure rice plant fibers; Shape: Cone; Total Length: 109mm; Fill Capacity: 1g; Moisture Sensitivity: 0%; Filter Type: 26mm, 100% organic rice paper. The paper cones will be: naturally white, unbleached pre-rolled paper cones; made from ultra-thin Japanese sourced paper;

derived from 100% pure rice plant fibers. The cone features a straight gum line, ensuring even, smooth burn. Excess paper is removed, so that the minimal amount of paper is used on each cone, so that the end user consumes less paper, and can enjoy the product's natural essence. The paper used in the cones is made to the same standards FDA & EU food-grade standards. The paper is FSC (Forest Stewardship Council) certified, verifying that the raw materials used were sustainably sourced and environmentally friendly. All materials used in the rolling paper and filter are certified organic.

Ability to obtain a food establishment permit pursuant to Chapter 500, F.S. and Chapter 5K-11, F.A.C.: The Applicant will submit a Plan Review Application to request a plan review with the Florida Department of Agriculture and Consumer Services for the purpose of evaluating whether proposed construction plans conform to current requirements established in Chapter 500, F.S. After a successful plan review, the Applicant will - (1) apply for a food permit by submitting a completed Medical Marijuana Treatment Center Food Permit Application, FDACS-14031, (Rev. 12/19) to the Department; (2) remit in full the required permit fees; (3) provide to the Department a list of all edibles the Applicant intends to produce or manufacture; and (4) demonstrate through an initial inspection conducted by the Department that the facility where Edibles will be produced or manufactured meets inspection requirements established in Chapter 500, F.S., and paragraphs 5K-4.002(1)(c)-(e), subsection 5K-4.002(2), and Rule 5K-4.004, F.A.C. Prior to implementation, the Applicant shall notify the Department in writing at foodinsp@FDACS.gov, of any changes or additions to food products to be produced or manufactured.

Methods of ensuring compliance with all requirements for food establishment permits pursuant to Chapter 500, F.S. and Chapter 5K-11, F.A.C.: To ensure compliance with all requirements for food establishment permits pursuant to Chapter 500, F.S. and Chapter 5K-11,

F.A.C., the Applicant will review the checklist furnished by the Florida Department of Agriculture and Consumer Services used by the inspector to assure the Applicant's facilities are constructed and equipped to meet the applicable sanitary guidelines. We will submit to the department a completed Medical Marijuana Treatment Center Food Permit Application FDACS-14031 and we will demonstrate through an initial inspection conducted by the department that the facility where Edibles will be produced or manufactured meets inspection requirements established in Chapter 500, F.S. and Paragraphs 5K-4.0021 (1) – (e), subsection 5K-4.002 (2) and rule 5K-4.004 F.A.C. Also, annually the Applicant will apply for permit renewal.

Control systems to regulate the milligrams of THC in each edible and maintain potency variances of no greater than 15 percent as provided in section 381.986(8)(e)8., F.S.: As a control system to ensure our ability to maintain potency variances of no greater than 15%, the Applicant will work directly with an accredited, state licensed Florida testing laboratory that is ISO 17025 certified. Results are meant to represent the average for a batch, to ensure the entire batch is within acceptable limits on all factors.

Compliance with the requirements of the Department's Standards for Production of Edibles Rule: The Applicant will confer with the Department prior to full production and release of any edible product to ensure that the product will comply with the Department's Standards for Production of Edibles (Rule 64ER20-33).

Subsection 4.5.2
Processing Infrastructure

Describe the areas and infrastructure proposed for the processing of marijuana and explain how that infrastructure will be sufficient to execute your processing plan. (Maximum 60 raw points).

Subsection 4.5.2 – Processing Infrastructure

Describe the areas and infrastructure proposed for the processing of marijuana and explain how that infrastructure will be sufficient to execute your processing plan.

Proposed Processing facility: The Applicant will build its facility, which will house our processing infrastructure, on 5 acres of land which is owned by Boyett's Citrus Packers. The property is located at [REDACTED] 119.071(3) [REDACTED]. The proposed facility will be suitable for effective and safe infusion of cannabis products by only utilizing experienced, proven agricultural specific architects who are experienced in successful commercial cannabis facility design projects. The proposed facility is designed to meet all requirements provided by the regulating agencies. Adhering to all GMP standards/requirements will be the Applicant's primary consideration in the design of the facilities. Prior to building out the interior of the facility, our team along with a certified architect will analyze the process flow of each infusion area to ensure that the facility is designed to prevent product contamination. This will be achieved through allowing adequate space analysis between each room, within each room as well as analyzing the placement of any equipment and materials, as well as flow of materials and personnel throughout the building. Areas have been differentiated for: test sampling, quarantine of incoming materials, commercial kitchen, tinctures, capsule infusion, quarantine before release of final product, pending testing results, storage of final packaged products, and packaging and labeling operations. All GMP facility design will be in accordance with section 381.986(8)(e)9., F.S. The floors and walls will be easy to clean, made of wet-room suitable materials, and have redundant high-quality climate control systems with regular filtered air exchanges. Additionally, site sanitation and good hygiene practices will ensure the ongoing cleanliness of surfaces, equipment, materials, and

products. Interior facility layout is designed around the idea of optimized workflow, energy efficiency and good safety and ergonomic practices and principles.

Proposed processing areas within the facility (green areas depicted below are processing locations):



The processing areas of the facility will include drying rooms, trim room, curing room, the extraction lab, and the kitchen. All processing rooms will be designed to, and maintained at commercial clean room standards and will utilize an independent environmental control system to ensure proper temperature, humidity, and air movement. The drying room will be 600 sq. ft. It will contain metal, floor to ceiling, moveable track racking from which cannabis plants will hang and dry. The trim room will be 600 sq. ft. The trim room will contain food grade stainless steel tables, ergonomic seating, and trimming equipment (for hand and machine trimming). The curing room will contain custom four tier racking along each wall, on which glass jars will lay on their side, so

the contents can be easily and gently moved for homogenization. The extraction lab will be approximately 1,460 sq. ft. The lab will contain equipment for super-critical CO₂ extraction and solventless extraction. The infusion kitchen will be approximately 500 sq. ft. This space will contain cooking equipment required for production of all infused products that will be prepared by the Applicant.

Extraction & Concentration equipment and location: The Applicant will use the following list of equipment in the extraction lab for super-critical CO₂ extraction: Apeks 5000-20Lx20L botanical oil extraction system, laboratory-grade centrifuges capable of spinning at 4000 RPMs for 20 minutes, a standard commercial-kitchen, NSF certified baking oven, Across International 16.5 cubic foot vacuum oven. The Applicant will use the following list of equipment in the extraction lab for solventless extraction: Whistler Tech Craft + washing vessel, Harvest Right freeze dryer, and a Pure Pressure Pikes Peak Rosin Press V2.

Analytical equipment, including separators and detectors, and location: The Applicant will use the following equipment in the analytical lab: Agilent 1260 Infinity II LC HPLC System, Agilent 6890 GC-Flame Ionization Detector, Medical Genomics RT-PCR microbial detection device, Restek chromatography columns, analytical and microbalance scales, a sonicator, and a microbial hood.

Safety equipment, facilities, and location: The Applicant will employ the following safety equipment throughout the facility: Eyewash stations will be in the extraction lab, the analytical lab, the infusion kitchen, the nutrient, and water storage room, and in the trimming and packaging areas. Fire extinguishers will be in the shipping/receiving areas, in each hallway, in the infusion kitchen, in the analytical lab, and in the extraction lab. Carbon monoxide and fire detectors will be in every room and hallway. Also, the following Personal Protective Equipment (PPE) will

be located at all GMP stations as well as in the facility changing rooms: chemical resistant gloves, chemical resistant disposable coveralls, disposable footwear covers, and P-100 filter masks.

Access to sufficient potable water and hot water: Well water access is currently available on our property with a 14,000-gallon tank and another with a 22,000-gallon tank with a use of 1600 gallons per day. Our property has adequate power to provide plenty of hot water. **Power:** Our property has an adequate power source to operate our facility with ease. Hernando County, as well as Brooksville is excited to have this new business opportunity and Brooksville Power Plants are facilities where energy is converted to bulk electrical power from other sources and distributed to the electrical grid for delivery to electricity consumers in Brooksville, FL. Power Plants are typically categorized by the source of fuel that they use for generating electricity.

Odor Mitigation: Our proposed cultivation location is not near any residential areas. In addition to the natural air buffer that this distance creates, we would use plant-based odor removers, manufactured by Ecosorb. Plant-based odor removers use natural plant oils to destroy cannabis smells. The blend of plant oils attracts odor molecules and use adsorption and absorption reactions to neutralize their offensive scents. These liquid products are distributed by systems placed where exhaust exits a growing facility, eliminating odors before they become a nuisance to neighbors. Natural odor removers use plant oils to neutralize plant odors. As an example, alpha-pinene is a volatile organic compound (VOC) that is a terpene; an odor-causing compound in cannabis. Alpha-pinene is in other plants, including Pine, Rosemary, Frankincense, Cypress, Juniper Berry, and Orange. Some of these oils are effective at attracting and neutralizing odor molecules from cannabis, because of their similar chemical makeup. Using this knowledge, natural odor removers can be specifically designed to eliminate the odorous chemical compounds in cannabis including cannabinoids, terpenes, and sesquiterpenes. Since a blend can be engineered

for broad-spectrum odor control (it can remove a larger range of odorous compounds), it works better and more universally than other methods. Plant-based odor removers do not contain harsh chemicals or synthetic fragrances. Because they are non-toxic, non-hazardous, biodegradable, nonflammable, and contain no harmful VOCs, they are safe to use around people and require no permits to use. Delivery often needs no added water, thanks to advanced Vapor Phase technology, making it cost effective and more ecofriendly. Ecosorb® CNB 100 by OMI Industries is a natural odor remover designed for the control of cannabis plant odors. Their blend of purified water, surfactant, and natural plant oils eliminates odor-causing chemical compounds in cannabis. Ecosorb products do not contain harsh chemicals or synthetic fragrances. The distribution of Ecosorb requires no added water, thanks to advanced Vapor Phase technology. Our ventilation system will be comprised of fans with specifications similar to Terrabloom Silenced EC Incline Duct Fan ECMF-315-S; 1662 CFM; 268W with a max pressure of 500 PA. The ventilation system is Listed and HVI certified and has a fan along with a carbon filter similar to Terrabloom 6” air with an airflow up to 550 cfm. Terrabloom carbon filters are made of RC-48 virgin cotton. This carbon is granulated into the smallest pieces which allow for a more compact pack, resulting in better filtration performance.

Processing Systems: **Data Collection:** The company will employ the Aroya cannabis production platform to sustainably scale and improve our operations over time. Aroya uses innovative hardware and software to collect and track historical data (nutrient recipes, watering rates, substrate, environment measurements, post-harvest, and workforce metrics). All the collected data is combined in one place, allowing us to understand how/if one data point affects another, so that we can continuously learn and improve each new batch. This robust reporting and real-time data can be viewed remotely from anywhere, giving us constant control over all

production parameters and allowing us to make quicker and better decisions. All applicable data collected is encrypted for security and compliance, and able to be easily synchronized with 119.071(3) Computer Systems and Software: As it relates to processing, The Applicant will employ the following computer systems and software: the state mandated seed-to-sale tracking system 119.071(3) to track cannabis entering, moving through, and exiting the facility; QuickBooks to track purchasing and inventory levels of non-cannabis ingredients and other materials used during processing; Microsoft 365, Excel specifically to input extraction run statistics and analytics to measure, and drive improvement on production efficiencies. For all MMCT facilities and corporate structure, the Applicant utilizes the 119.071(3) certified hardware and encryption software for security, privacy, and reliability (network switching and routing, wireless access points, 119.071(3) switches, cloud controlling), 119.071(3) network security and firewall appliances, and 119.071(3) 119.071(3) phone systems. As previously stated, the facility has sufficient power to run the computer systems and software and dedicated areas for packaging

Ventilation and exhaust system(s): Our ventilation system will be comprised of fans with specifications like Terrabloom Silenced EC Incline Duct Fan ECMF-315-S; 1662 CFM; 268W with a max pressure of 500 PA. The ventilation system is Listed and HVI certified and has a fan along with a carbon filter similar to Terrabloom 6” air with an airflow up to 550 cfm. Terrabloom carbon filters are made of RC-48 virgin cotton. This carbon is granulated into the smallest pieces which allow for a more compact pack, resulting in better filtration performance.

Back-up plans for all identified systems: The Applicant ensures seamless operations with redundant backup systems ensuring there is never a failure of any controllable system in our organization. All systems will be enhanced to operate on a fully consistent basis without interruption. System devices will be installed with battery backup power to prevent redundancies.

To prevent any power interruption, all system components will be connected to an uninterruptible power source (UPS). This power source will provide auxiliary power immediately upon a power outage, giving the standby emergency power generator time to turn on. The auxiliary power will be sufficient to maintain the systems for a guaranteed 48 hours. Additionally, all internet-based systems are protected by running 2 internet providers simultaneously to reduce the risk of an outage.

The Applicant's example of packaging and labeling compliance:



TERRALEAF
DISPENSARIES

7216 Shoal Line Blvd
Weeki Wachee Florida 34606
(521)-000-0000
Patient: Jane Doe

Date 4/20/23 05:42 PM

PRODUCT	QTY	AMOUNT
Sweet Supply Flower - 3.5g - GrapeBbIGm 1		40.00
- Unit Price: \$40.00/unit		
Milk Chocolate Caramel - 100mg 1		25.00
- Unit Price: \$25.00/unit		
Pure Canna Tsu - 500mg 1		35.00
- Unit Price: \$35.00/unit		
Subtotal		100.00
Tax		0.00
Total		100.00



123456789012

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TERRALEAF

PRE-ROLLS

MMTC:
Boyetts Citrus Packers

2 Pack
0.5g Pre-Rolls

Net Weight:
0.035 oz (1g)

Strain:
Hot Rod

This substance contained herein complies with the United States Poison Control Act of 1970 (U.S.C. ss 1471) and meets the requirements of section 381.986(8)(e)11d, Florida Statutes. It is illegal to transfer medical marijuana to another person. This product is distributed and manufactured by Boyetts Citrus Packers Marijuana smoke contains carcinogens and may negatively affect health. Keep away from children.

QR CODE

KEEP AWAY FROM CHILDREN AND PETS.

WARNING: This product has intoxicating effects and may be habit forming. There may be health risks associated with consumption of this product. This product is infused with marijuana or active compounds of marijuana. This product should not be used by women that are pregnant or breastfeeding. For use by adults as well as children only as recommended by a physician. Keep out of reach of children. Products containing THC can impair concentration, coordination, and judgment. Do not operate a vehicle or heavy machinery while under the influence of this drug. Caution: when consuming, the intoxicating effects of this drug may be delayed by (2) or more hours. This product may be unlawful outside the state of Florida.

TerraLeaf Flower - Pre Roll

Flower Products	HD:00/00/00
ABCO0000-0000	EXP DATE: 00/00/00
THC %	CBD%
28%	0%
INDICA	

JANE DOE

PATIENT:

00/00/0000

Use as recommended by Physician.

Subsection 4.5.3
Ability to Secure Processing Infrastructure

With respect to the processing infrastructure described in response to Subsection 4.5.2, identify the processing infrastructure you have already secured and the processing infrastructure you intend to secure upon licensure. (Maximum 60 raw points).

Subsection 4.5.3 – Ability to Secure Processing Infrastructure

Overview: In this subsection, the Applicant will demonstrate, with respect to the processing infrastructure described in response to Subsection 4.5.2, the processing infrastructure we have already secured and the cultivation infrastructure we intend to secure upon licensure. The Applicant has secured infrastructure and plans to secure further infrastructure after application submission but prior to licensure, and will also further secure infrastructure post licensure. This is different than the original prompt of “secured” or “secured post licensure.” Please note that we will secure infrastructure where possible over the next 30 days prior to approval of an MMTC, as well and have itemized them separately below.

Processing Facility Systems and Infrastructure Secured: The Applicant is poised for immediate execution of its plan to successfully operate a MMTC, providing high quality products to the Florida medical marijuana market in a timely, compliant manner. The infrastructure we have secured and identified sets us up for a successful completion of our facility to meet or exceed our projected timeframe of requesting cultivation authorization in 160 to 180 days with a cushion to meet this deadline.

Infrastructure Secured:

- Boyett’s Citrus Packers owns all properties free of mortgage or lien.
- The municipality has provided confirmation of zoning compliance.
- Hernando County and Brooksville are thrilled with the business development our operations bring and are committed to providing an expedited path forward to permitting.
- Brooksville has an underutilized power grid for its ~8000 person population which allows for a secured, effective power supply.

- We have an available adequate power supply allowing for our necessary 3-phase power system.
- The Applicant's water supply is independent from municipal water supply with well water with 2 tanks with a combined capacity of 36,000 gallons of water.
- Our construction company has presented an LOI for our buildout allowing us to complete construction and request a cultivation authorization in 140 days. They have committed to breaking ground 2 weeks post licensure.
- Security Equipment – The Applicant will utilize the same make and models of security equipment utilized in its other out of state cannabis operations and have notified the company of equipment needs which are secured for our lead-time.
- Seed Bank – The Applicant owns a seed bank of over 250 strains of cannabis including low-THC cannabis.
- Our corporate infrastructure is secured with a team of current Florida citrus farmers, cannabis cultivation and retail professionals, medical advisors, and infrastructure (facilities, engineering, architecture) experts already contracted with the Applicant. The Applicant has assembled a team of professionals with experience in all aspects of cultivation, agriculture, cultivating non-native plants, cultivating plants for human consumption such as food or medicine products, in-house propagation, genetic modification and breeding, clean grow rooms, Good Manufacturing Processes (GMP), good agricultural practices (GAP), good handling practices (GHP), mitigation of pests, disease and deficiencies common for cannabis, production of high quality product in a short time, tracking each plant in a harvest, analytical organic chemistry and micro-biology, analytical laboratory methods,

analytical laboratory quality control, including maintaining a chain of custody, cannabis extraction techniques, cannabis routes of administration, producing cannabis products, interacting with patients, handling confidential information patient information, marketing compliance protecting children, gathering and managing data, i.e. data on patient reactions to products dispensed, recalls, training programs addressing the Health Insurance Portability and Accountability Act (HIPAA), patient education, compliance, security, patient counseling and intensive data collection. This team has built many start-up facilities in the cannabis space, operated and build the largest independent medical marijuana company in the United States.

- Packaging – The Applicant has had a long relationship with Contempo Card, an experienced cannabis packaging company. Because they currently provide packaging for us in other cannabis markets, our design, pending Department approval is in its final design phase and packaging approved for a Florida MMTC
- Education infrastructure including a patient and employee education program which is currently in the process of being nationally certified. Our education program is extensive and is available on an online platform which measures the readers comprehension.

Because of the municipality's eagerness to have the Applicant's business open quickly and be as successful as possible, we are poised to obtain final zoning and permits post application submission, but prior to licensure. The Applicant is committed to spending funds where reasonable to acquire infrastructure.

Prior to an award of a MMTC license, as follows:

- MEP Drawings
- Final zoning approval
- Permits
- **119.071(3)** Seed to Sale Software Program – We utilize **119.071(3)** in other states and can assure The Department that our onboarding process will meet our timeline
- Food permit – plan review will be scheduled prior to licensure
- All 3rd party contractors will be identified prior to licensure

Not yet secured but intend to secure upon Licensure:

Processing equipment:

- Lab equipment
- Extraction equipment
- Concentrate equipment
- Solvents
- Infusing equipment
- Sanitation and Dishwashing equipment
- Utensils
- Lighting
- Odor Mitigation supplies and equipment
- Ventilation systems
- Consumption materials; rolling papers, cartridges
- Interior construction materials
- Backup (UPS) System

- Nutrients
- HVAC and Environmental controls
- Software, hardware, and other IT needs are sourced and will be purchased to meet our timeline
- All interior and exterior building materials will be sourced but not purchased until licensure
- Uniforms
- Furniture
- Office supplies

Timeline or schedule and assumptions upon which the schedule is based

Boyett's Citrus Packers will be ready to request cultivation authorization within 160 days. Due to the partnerships we have developed with 3rd party suppliers in the cannabis industry, we have had the advantage of understanding lead times necessary to meet our timeline. Our management team has been first to market ahead of competitors in every market in which they currently operate. These factors coupled with our municipality's excitement for our operation, we are confident in our assumptions and timeline. Given our experience at standing up an operation under our estimated timelines, we can commit to 160 days to request cultivation authorization.

Please see the attached GAANT timeline for reference of milestones prior to commencing operations.

Construction - Cultivation/Processing		\$	4,000,000.00	Thu, 6/15/2023	
TASK		BUDGET	START	END	
Procurement and Contracting Requirements Group					
Division 00	Procurement and Contracting Requirements	\$	-	6/15/23	6/17/23
Demolitions Subgroup					
Division 01	Earthwork	\$	30,000.00	6/17/23	6/24/23
Facility Construction Subgroup					
Division 02	Existing Conditions	\$	-	6/24/23	6/24/23
Division 03	Masonry	\$	220,000.00	6/24/23	7/8/23
Division 04	Metals	\$	260,000.00	7/8/23	7/22/23
Division 05	Wood, Plastics, Drywall, and Composites	\$	200,000.00	7/22/23	8/5/23
Division 06	FRP (Fiberglass Reinforced Panels)	\$	100,000.00	8/5/23	8/12/23
Division 07	Thermal and Moisture Protection (Walkins)	\$	10,000.00	8/12/23	8/29/23
Division 08	Openings	\$	80,000.00	8/29/23	9/12/23
Division 09	Finishes	\$	30,000.00	9/12/23	9/15/23
Division 10	Floor Coating	\$	100,000.00	9/15/23	9/18/23
Division 12	Furnishings	\$	8,000.00	9/18/23	9/19/23
Division 13	Special Construction	\$	-	9/19/23	9/20/23
Division 14	Conveying Equipment	\$	-	9/20/23	9/20/23
Division 15	Lighting Fixtures	\$	8,000.00	9/20/23	9/21/23
Facility Services Subgroup					
Division 19	Mechanical Support	\$	20,000.00	9/21/23	9/23/23
Division 20	Fire Suppression	\$	100,000.00	9/23/23	9/26/23
Division 21	Plumbing	\$	660,000.00	9/26/23	10/10/23
Division 22	Heating Ventilating and Air Conditioning	\$	360,000.00	10/10/23	10/17/23
Division 23	Integrated Automation	\$	24,000.00	10/17/23	10/20/23
Division 24	Electrical	\$	600,000.00	10/20/23	10/27/23
Division 25	Equipment	\$	760,000.00	10/27/23	10/30/23
Division 26	Electrical Power (generator)	\$	148,000.00	10/30/23	11/3/23
Division 27	Electronic Safety and Security	\$	150,000.00	11/3/23	11/7/23
Division 28	Communications	\$	4,000.00	11/7/23	11/8/23
Site and Infrastructure Subgroup					
Division 29	Exterior Improvements	\$	8,000.00	11/8/23	11/11/23
Division 30	Utilities	\$	40,000.00	11/11/23	11/14/23
Division 31	Transportation	\$	80,000.00	11/14/23	11/16/23
Division 32	Waterways and Marine Construction	\$	-	11/16/23	11/17/23
Division 33	U&O - Inspection	\$	-	11/17/23	11/17/23
Construction Estimate		\$	4,000,000.00	Per Sq Ft	10.000

Section 4.6
Plan for Dispensing Marijuana and Supporting Infrastructure

Subsection 4.6.1
Dispensing Plan

Describe your plan for dispensing marijuana in accordance with the requirements of section 381.986(8), F.S., and Department rules. (Maximum 80 raw points).

Subsection 4.6.1 – Dispensing Plan

Overview

The Applicant's team has a proven track record of compliance in all aspects of the dispensing operation. The Applicant has built popular medical marijuana dispensaries in Pennsylvania with over 50,000 unique patients, of which the average age is 58, and has been awarded medical marijuana retail licenses in six (6) states.

Product offering

The Applicant will offer a low-THC option in every consumption method.

- **Cannabis Flower:** Whole cannabis including THC, CBD, and THC/CBD and low-THC varieties, in flower form and pre-rolls, for smoking or vaping.
- **Edibles:** Low-THC gummies and chocolate pieces made to be ingested orally.
- **Tincture:** low-THC and high CBD sublingual medication meant to be placed under the tongue and absorbed.
- **Solventless Extracts:** for vaping in liquid solid form;
- **Delivery Devices:** 510 thread cartridge batteries used for vaping to be sold branded;
- **Pod Batteries:** (Dart, Pax, Airo) that fit proprietary vaporization pods;
- **Portable Flower Vaporizers:** Pax 2, Zeus Arc GT, Storz & Bickel Crafty, Focus V Pro are the portable flower vaporizers the Applicant will carry and vary from beginner to more advanced equipment options;
- **Portable Concentrate Vaporizers:** Puffco Plus/Vision and Dip Devices Little Dipper for beginners, opening price point and advanced devices;
- **Desktop Flower Vaporizer:** Storz & Bickel Volcano has been on the market for 20+ years and is still considered the best in class. Arizer Extreme Q has a lower price point, but is also good for concentrates;

- **Desktop Concentrate Vaporizers:** Puffco Peak Pro is a single button and four (4) temp control vaporizer and Focus V Carta, a single button beginner style.

Number of dispensing facilities & ability to maintain adequate supply of usable product

The Applicant owns two (2) dispensary properties which will be built out in conjunction with its cultivation facility. In the first phase of operation, the Applicant will operate all three (3) facilities while identifying additional locations for expansion. The Applicant consists of a group of highly experienced retail and wholesale professionals including its Chief Executive Officer (“CEO”), Chris Visco, its Chief Financial Officer (“CFO”), Molly Dunne, and its Chief Operating Officer (“COO”) Jimmy Lane, (collectively, the “team”). Together, they have 70 years of product assortment planning and inventory management. Some of the tools utilized by the team are Open-to-buy, stock-to-sales by product type and category, long range plans, and comprehensive assortment planning tools. The team has been at the forefront of the cannabis market by leading the largest volume stores, all of which are extremely competitive with large publicly traded cannabis companies who often choose price over quality.

Hours of operation at each intended dispensing facility

The facilities will be open seven (7) days a week. Business hours will be 8:00am to 8:00pm Monday through Saturday, and 10:00am to 6:00pm on Sunday, as permitted by local and State laws.

Delivery methods including home delivery services

The Applicant will offer home delivery services for its patients. The Applicant’s delivery plan will commence when the Medical Marijuana Treatment Center (the “MMTC”) opens. In the coming months, the Applicant will meet with the neighborhood and host community events within 50 miles of its dispensary locations. By the time the Applicant has built its two (2) initial locations, the Applicant will have identified other locations for expansion in an additional 50-mile radius.

The Applicant's philosophy is to focus on senior citizens, an underserved population in the medical marijuana realm. There tends to be a stigma around cannabis with the Applicant's older population. Interestingly, Florida has the largest senior citizen population in the United States with 21% of the State's population being senior adults. Seniors require education, compassion, and patience to facilitate a transition from high quantities of harmful prescription drugs to a medical marijuana treatment plan. The Applicant's home delivery goal is to prioritize where seniors need delivery services. This involves patient feedback to compose a sustainable delivery model. The Applicant will work with assisted living communities, senior centers, pain management doctors, and 55+ only communities, where they often host senior focus education programs.

Vehicles

The Applicant will own unmarked, plain, and inconspicuous transport vehicles for the sole purpose of facilitating marijuana transportation. The transport vehicle will not contain any form of identification or illustration related to marijuana, or any other symbol to indicate that it is being used to transport marijuana. Additionally, it will be large enough for the Applicant's transportation needs. An example of such vehicle is a fully equipped Ford Transit van, which will have temperature-controlled capabilities for potentially perishable marijuana. The transport vehicle will undergo routine inspections to ensure it always remains in good working condition. The vehicle will also be equipped with GPS trackers. Additionally, the vehicle will possess dashboard cameras and secure communication devices to maintain consistent communication with security. To ensure the product shipment is protected, each vehicle will be equipped with a locking cargo area that can store secure lockboxes and can only be accessed by previously authorized transport agents. All product shipments must be securely placed in the vehicle's locking cargo area and out of the sight of the public for the security purposes.

Patient education concerning safe & legal use, safe storage, & accidental ingestion

Every MMTC employee hired by the Applicant must complete all required state mandated training along with the Applicant's Personnel Training Program, which lasts 120 days. Content for training includes safe use, legal use, safe storage, and accidental ingestion of marijuana. These educational principles also form part of the Applicant's patient and community education curriculums. Additionally, each patient exit bag will include a patient insert which will include information on the specific product dispensed related to clinical pharmacology, indications and use, dosage and administration, dosage forms and strengths, contraindications, warnings, precautions, and adverse reactions.

Applicant's plan to maintain confidentiality of patients' medical records, (HIPAA)

All electronic patient records created will be stored in **119.071(3)** Florida's mandated seed-to-sale software program. Records will only be accessible by authorized, credentialed individuals, and will be password protected and TLS/SSL encrypted. More importantly, all patient records will be treated as confidential and maintained in a HIPAA compliant manner. Personal and sensitive information of patients and/or caregivers will always be protected. No member of the MMTC is permitted to pull patient data from **119.071(3)**. Anyone accessing patient data for any other reason than to treat the patient will be immediately terminated and reported to the Department.

Documentation & investigation of patients' complaints and reports of adverse incidents

Consumers may report an adverse event via email, in person, or by phone to any of the Applicant's MMTC facilities. If a consumer reports an adverse event arising from the use of a cannabis product dispensed, it is the Applicant's duty to document the event using the department-provided form known as the "Adverse Event Reporting Form". Consumers may choose to remain anonymous and omit identifying information. If a consumer reports an adverse event, the consumer

will be directed to a manager or designated employee who will complete the department-provided form. Once the manager (or designated employee) has filled out the form to the best of their ability, the form will be scanned and sent to the buying team to evaluate the report. The buying team will then determine any required follow-up action, and any necessary response to the complainant. The buying team will contact the complainant to explain the steps the team took in getting to their determination of the complaint.

The Buying team will share all adverse event reports with the Commission within 48 hours of becoming aware of such adverse events. The buyer will also contact the Grower/Processor so they may be aware of any trends in complaints regarding the product, and so they may investigate further if necessary. Adverse events that require action will be communicated to the Manager and Dispensary Staff. Should the product require a recall, please reference the “Recall SOP”. Adverse Event Reports will be kept for a minimum of four (4) years. The buyer will retain a copy of all records of communication, including but not limited to, a copy of the Adverse Event Form, any communication the buyer had with the Commission, and any records of investigation received from the Grower Processor & their follow-up action taken as a result of the investigation.

Active profile in the medical marijuana use registry & proper identification

Dispensary access will be strictly controlled. Patients and caregivers arriving at the dispensaries will enter through the front door to a “mantrap” lobby before gaining access to the waiting room. Only one (1) patient, caregiver, or visitor is permitted in the mantrap at a time. Once the patient is in the lobby, and once the entry door has fully closed, the Patient Care Coordinator will conduct an initial review of the patient/visitor’s documents to confirm her doctor’s prescription is active and to verify that the patient has not reached her monthly allotment. No one under the age of 18 may purchase medical marijuana unless dispensed to an adult caregiver as set

forth in section 381.986(8), F.S., and Department rules. Once the patient/visitor is approved for entry, the Patient Care Coordinator will buzz the interior door, giving access to the waiting room. Individuals who do not provide the required active government-issued identification card or medical marijuana use registry identification card or caregiver identification card will be asked to leave the premises. Once proper identification has been provided, the patient/visitor will be permitted into the waiting room, where staff will then thoroughly verify and authenticate all documentation. The Applicant will use 119.071(3) to ensure proper verification. The Patient Care Coordinator will scan the patient card into the system. If the patient card is compliant, the patient's profile should pop up on the screen. Once verification has been completed, the Patient Care Coordinator will check the verified patient into the queue. Once the patient enters the dispensing department, the Product Specialist will request the patient's medical marijuana use registry identification card to verify the individual's identity a second time.

Applicant's method for tracking the dispensation of marijuana to qualified patients and caregivers

The Applicant will use the "Amount Available Calculation" page under the patient's profile on the MMU registry website to track dispensation of medicinal marijuana. Such page will provide the MMTC employee with how much product has been dispensed to a patient in the supply period, how much product the patient may purchase during such period, and the patient's dispensation history. Below are the steps required to ensure compliance with tracking the dispensation marijuana.

Step 1: First the employee will navigate to the patient's profile and scroll down to the "Orders" section.

Step 2: Next, the employee will click “Expand” next to an open “Smoking Marijuana” order type or an open “Medical Marijuana” order type.

Step 3: This will bring up the “Dispensable Amount”, which is the amount currently eligible to be dispensed. This amount is calculated by taking the difference of the amount permitted by the patient’s current order and their total dispensation history (over the past 35 days for “Smoking Marijuana” or the past 70 days for the “Medical Marijuana” order types).

Step 3a: The “Amount Remaining” displays the amount remaining that can legally be dispensed by the patient’s current open order.

Step 3b: Next, the employee will Click “See Calculation” next to “Dispensable Amount” to see the details of this calculation.

Step 4: The Calculations page will open in a new internet browser tab showing information for all routes within a patient’s certification.

Step 4a: Information regarding marijuana in the form of smoking will display on the right side of the “Aggregate” tab on the calculations page. “35-Day Smoking Dispensation History” is calculated as the sum of the patient’s total dispensation history over the past 35 days and is based on the dispensations made by MMTCs when the patient purchases marijuana in a form for smoking.

Step 4b: The “Smoking Amount Eligible to be Dispensed” displays the amount of marijuana in a form for smoking currently eligible to be dispensed. Per section 381.986(8)(e)16. b., Florida Statutes, the Applicant’s employees may not dispense product more than this amount, even if there is a higher total amount left on the order.

Step 4c: The “Dispensation History” shows all dispensations counting towards the patient’s aggregate sum as referenced in section 381.986(8)(e)16. b., Florida Statutes. Once the “Date

expires” has passed, the amount(s) dispensed on that date will no longer count towards the 35-Day Smoking Dispensation History.

Step 5: The “70-Day Medical Marijuana History” is calculated as the sum of the patient’s total dispensation history over the past 70 days and is based on the dispensations made by MMTCs when the patient purchases marijuana in the selected route type.

Step 5a: The “Medical Marijuana Amount Eligible to be Dispensed” displays the current amount of marijuana in the selected route type the Applicant may dispense to the patient. Per 381.986(8)(e)16.b., Florida Statutes, employees will not dispense product to patients more than this amount, even if there is a higher total amount left on the order.

Step 5b: The “Dispensation History” shows dispensations for the selected route type counting towards the patient’s aggregate sum as referenced in section 381.986(8)(e)16. b., Florida Statutes. Once the “date expires” has passed, the amount(s) dispensed on that date will no longer count towards the 70-Day Medical Marijuana Dispensation History.

Step 5c: The “Aggregate” tab shows all dispensations counting towards the patient’s aggregate sum as referenced in section 381.986(8)(e)16. b., Florida Statutes. Once the “date expires” has passed, the amount(s) dispensed on that date will no longer count towards the 70-Day Medical Marijuana Dispensation History.

Dispensation of products & delivery devices in accordance with section 381.986(8)(e)16., F.S.

All new hires participate in the Applicant’s Personnel Training Program. They receive comprehensive training on all compliant practices within a MMTC. Such training includes classroom study, digital modules, and continued education created by the Applicant’s Head of Cultivation and Medical Advisor and is administered by the Applicant’s Director of Education. Additionally, the Applicant’s education center, which is operated through a non-profit, is set with

a mock dispensary. A new hire will role-play in the mock dispensary as part of their training.

119.071(3) has a sandbox module which allows a user to enter patient transactions in a beta site.

The Applicant is thorough with its training, allowing new hires to practice daily in the sandbox to become proficient with MMTC operational compliance in accordance with section 381.986(8)(e)16., F.S.

When dispensing marijuana or a marijuana delivery device, the Applicant's MMTC will not dispense more than a 70-day supply of marijuana within any 70-day period to a qualified patient or caregiver. The Applicant will not dispense more than one 35-day supply of marijuana in the form for smoking within any 35-day period to a qualified patient or caregiver. A 35-day supply of marijuana in a form for smoking may not exceed 2.5 ounces unless an exception to this amount is approved by the department pursuant to paragraph 381.986.

The MMTC's employee will enter her name or unique employee identifier into the medical marijuana use registry and will verify that the patient or caregiver has an active registration and a valid medical marijuana use registry identification card. The employee will confirm that the amount and type of marijuana dispensed matches the physician certification in the medical marijuana use registry for that specific patient, and the employee will verify that the physician certification has not already been filled.

The Applicant will not dispense or sell any other type of cannabis, alcohol, or illicit drug-related product, including pipes or wrapping papers made with tobacco or hemp, other than a marijuana delivery device required for the medical use of marijuana and which is specified in a physician certification. Upon dispensing the marijuana or marijuana delivery device, the Applicant will record the date, time, quantity, and form of marijuana dispensed, the type of marijuana delivery device dispensed, and the name and medical marijuana use registry identification number

of the qualified patient or caregiver to whom the marijuana delivery device was dispensed to. The Applicant will ensure that patient records are kept in accordance to state and federal laws, including but not limited to HIPAA. The Applicant will ensure the safety and security of premises where cultivating, processing, storing, or dispensing of marijuana occurs. The Applicant will also maintain adequate controls against the diversion, theft, and loss of marijuana or marijuana delivery devices.

Compliant dispensation of edibles with the Department's standards

All employees are taught the Edible Rule and what to look for to identify a non-compliant package before it reaches a patient or caregiver's hands. Each edible shall be individually sealed in plain, opaque wrapping marked only with the universal marijuana symbol. In addition to the packaging and labeling requirements, edible receptacles must be plain, opaque, and white without depictions of the product or images other than the medical marijuana treatment center's department-approved logo and the universal marijuana symbol. The receptacle must also include a list of all the edible's ingredients, storage instructions, its expiration date, a legible and prominent warning to keep away from children and pets, and a warning that the edible has not been produced or inspected pursuant to federal food safety laws. Illustration of the Applicant's branding, packaging and label is available in subsection 4.5.2. The Applicant's employees are also trained on the restrictions regarding dosing of edibles. Edibles may not contain more than 200 milligrams of tetrahydrocannabinol, and a single serving portion of an edible may not exceed 10 milligrams of tetrahydrocannabinol. Edibles may have a potency variance of no greater than 15 percent. Edibles may not be attractive to children and may not be manufactured in a form that bears any reasonable resemblance to products available for consumption as commercially available candy. Additionally, edibles may not contain any color additives.

Subsection 4.6.2
Dispensing Infrastructure

Describe the areas and infrastructure proposed for dispensing marijuana and explain how that infrastructure will be sufficient to execute your dispensing plan. (Maximum 60 raw points).

Subsection 4.6.2 Dispensing Infrastructure

Physical Addresses of Proposed Dispensing Facilities: 5015 Spring Lake Highway,
Brooksville, FL 34601 and 7216 Shoal Line Blvd, Weeki Wachee, FL 34606

<u>COLLECTION STREET</u>	<u>CROSS STREET</u>	<u>TRAFFIC VOLUME</u>
Spring Lake Hwy	Mountainview Blvd	5,422
Spring Lake Highway	Olympia Rd	6,432
County Road 597	Hush Puppy Lane	4,200
County Road 597	Patterson Drive	5,129

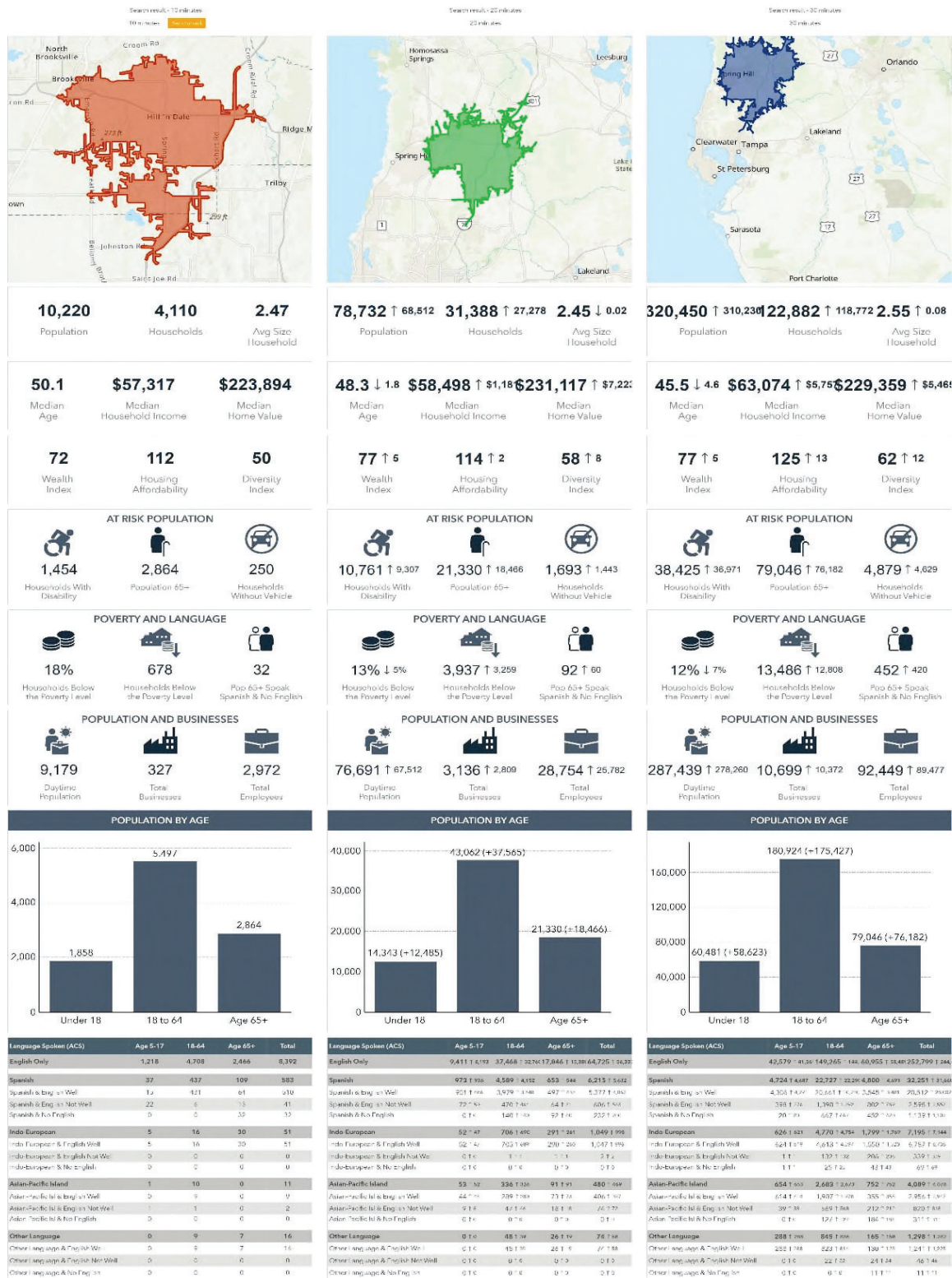
Traffic Volume of Spring Lake Highway and Crossroads in 2021:

26 SPRING LAKE HWY CORTEZ BLVD & POWELL RD SPRING LAKE HWY –POWELL
RD **8,005**

SPRING LAKE HWY (CR 541) POWELL RD (CR 572) & HICKORY HILL RD (CR 541) -
 8,342

There are approximately 207,000 people living in Hernando County; The population is 411.3 people per square mile with 27% of them over 65 years of age. There are approximately 19,000 veterans in Hernando County, with more households averaging 2.44 people residing in each home. 1,250,000 of the County residents rely on Social Health Care and Social Assistance. Our infrastructure is conveniently located & accessible to the population of the County by public transportation on the Green Route Bus Line. We have chosen this location to serve the underserved.

10 minute, 20 minutes, and 30 minutes driving distances from proposed dispensing infrastructure



The Company will install computer network systems, including measures to secure electronic data containing patient information and patient confidentiality security protocols that will be utilized by facilities that dispense marijuana or take patient orders. The Company's 3rd party security company will ensure the protection of all patient data that may be stored on any Company/dispensary computer or server. The data storage, and the surveillance system and security rooms will be protected with a 119.071(3)

The exterior wall shall also be equipped with a 119.071(3). The proposed access system will allow the alarm to 119.071(3).

The Company's 3rd party security company will build a secure wireless network that safeguards the company wireless traffic from threats and optimizes performance, with the 119.071(3). Combine 119.071(3) with industry-leading 119.071(3) to create a wireless network security solution that delivers wired-like network security and performance. 119.071(3) firewalls provide broad protection from compromise by combining advanced security services consisting of on-box and cloud-based anti-malware, anti-spyware, intrusion prevention system (IPS), and content/URL filtering. To counter the trend of encrypted attacks, the new 119.071(3) has the ability and processing power to inspect SSL connections against the latest threats, providing an even higher level of security. Backed by the 119.071(3) 119.071(3) delivers continuous updates to maintain a strong network defense from cybercriminals. The products include fully tested routing features for 1Pv4 and 1Pv6, including route-based VPN protocols OSPF and RIP v1/v2. Authentication protocols support includes LDAP and RADTTJS as well as single sign-on capability that can integrate with Active

Directory. All 119.071(3) firewalls provide advanced threat protection from botnets, and UDP and ICMP flooding. In compliance with state requirements, MLPS would, in the case of a data breach, notify any individuals whose personal information, including usernames and passwords, was breached. In compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), MLPS will assist the company in protecting patients from having any of their health information become available to anyone but those authorized.

119.071(3) Seed to Sale system has extensive tracking and reporting capabilities to assist the state in collecting taxes, verifying product quality, and preventing illegal cannabis diversion and inversion. The system allows the state and the Company to track cannabis throughout the production cycles. The Traceability system has passed a SAS No. 70 audit (now SSAE 16) to certify the System's compliance with strict standards for electronic prescriptions of all legal classes of medication. In addition to entering a user's email address, Unified Business Identifier (UBI), and password, users can also implement a one-time use passcode required for a user to login. This feature, which updates every time a user logs in, adds another level of protection for business owners and their customers by mitigating the compromise of unwanted access. 119.071(3) employs bcrypt, which is the strongest password encryption type currently available. By timing sessions for each individual user, 119.071(3) logs inactivity and cues an automatic logoff after remaining inactive for a certain amount of time, allowing for further protection of confidential data, and eliminating data breaches due to oversights. 119.071(3) utilizes the latest Secure Socket Layer (SSL) encryption technology available to protect the privacy of businesses and customer data. All electronic records created will be stored in 119.071(3). Records will only be accessible by authorized, credentialed individuals, and will be password protected and TLS/SSL encrypted. Importantly, all patient records will be treated as confidential and maintained in a HIPAA compliant manner.

Personal and sensitive information of patients/caregivers will always be protected. The Company will have an electronic back-up system for written and electronic records. Duplicate records, including surveillance recordings, will be stored within an access-controlled facility maintained or recommended by MLPS, if approved by the Department. The off-site record storage location, an Iron Mountain information management facility, will be required to be protected by 2 independent security alarm systems, monitored by 2 independent commercial security monitoring services, if requested by the Department.

In addition to 119.071(3), The Company will utilize iHeartJane, the leading ecommerce menu platform for cannabis dispensaries, to connect consumers safely and securely with quality cannabis products from local dispensaries and brands for easy pickup and delivery.

The system will integrate into 119.071(3) powerful inventory management and compliance features, streamlining workflows for retailers and helping to ensure accuracy of menu items. Using iHeartJane and The Company's longstanding history and relationship with Jane, the Company will make continuous efforts to always maintain compliance.

The Company will be utilizing non-descript company owned vehicles for the transport of marijuana. The Company can communicate with the vehicle driver directly through the Netradyne communication system which contains an integrated microphone and speaker enabling hands-free communication, in real time between the Company and the delivery driver, while the 360-degree camera provides security for the driver and the Company by filming inside and outside the vehicle.

MMTC will contract with 119.071(3) to provide two persons as in-vehicle security during all deliveries as per FL Statute 381.986 Section 16.6. 119.071(3)

119.071(3)

119.071(3)

In addition to the focus on a secure environment, the Company also designs each dispensary with patient comfort in mind. A calm and soothing environment is key to creating a successful interaction with patients and caregivers. The lobby/waiting area is spacious with soothing décor and all employees are trained to provide the highest quality of support at each engagement. Once a patient enters the secure dispensing area, they will be given the many opportunities to consult with the Product Specialist to best understand the goal of the visit. Recommendations will be made for medication in a soothing and private consultation room so that the patient continues to feel protected during their visit.

Subsection 4.6.2
Dispensing Infrastructure Addendum

Subsection 4.6.2 of the Application Instructions requests applicants to supply as an addendum the floorplans of the proposed building(s) where dispensing activities will occur.

Subsection 4.6.2 of your Application does not contain the requested addendum.

Please provide the addendum requested in Subsection 4.6.2 of the Application Instructions.

Please see the requested addendums below.

119.071(3)

119.071(3)

119.071(3)

119.071(3)

Subsection 4.6.3
Ability to Secure Dispensing Infrastructure

With respect to the dispensing infrastructure described in response to Subsection 4.6.2, identify the dispensing infrastructure you have already secured and the dispensing infrastructure you intend to secure upon licensure. (Maximum 60 raw points).

Subsection 4.6.3 – Ability to Secure Dispensing Infrastructure

Overview:

In this subsection, the Applicant will discuss, with respect to the dispensing infrastructure described in Subsection 4.6.2, the dispensing infrastructures the Applicant has already secured and the dispensing infrastructure it intends to secure upon licensure. The Applicant has currently secured two (2) dispensing facilities. The Applicant has secured infrastructure that will be secured after application, but prior to licensure, and infrastructure that will be secured post licensure. This is different than the original prompt of “secured” or “secured post licensure.” Please note that the Applicant will secure infrastructure where possible, over the next 30 days prior to approval of a Medical Marijuana Treatment Clinic (the “MMTC”), and will have them itemized separately below.

Locations:

All the Applicant’s facilities are owned with no mortgages or liens and are ready to begin construction within two (2) weeks of licensure. The 1st Dispensary Location will be located at 5015 Spring Lake Hwy Brooksville, Florida 34601. This property is owned by the Applicant. The 2nd Dispensing Location will be located at 7216 Shoal Line Blvd Spring Hill, Florida, 34607. This location is also owned by the Applicant.

Dispensing Facility Systems and Infrastructure Secured

The Applicant is poised for immediate execution of its plan to successfully operate an MMTC, providing high quality products to the Florida medical marijuana market. The infrastructure the Applicant has identified and secured will allow it to meet or exceed its projected timeframe of requesting dispensing authorization within 160 days. Dispensaries will open when the cultivation ships its first shipment of compliantly packaged products.

Infrastructure Secured

- The Applicant owns all properties free of mortgage or lien;
- The municipality has provided confirmation of zoning compliance;
- Hernando County is thrilled with the business development our operations bring and is committed to providing an expedited path forward to permitting;
- Brooksville has an underutilized power grid for its > 8000-person population allowing for secured, effective power;
- The Applicant has an available adequate power supply;
- Both buildings have more than sufficient water sources;
- The Applicant's construction company has presented a letter of intent (LOI) for its buildout, planning on complete construction. The Applicant will request a dispensing authorization in 140 days. The Applicant has agreed to break ground two (2) weeks post licensure;
- Security Equipment – the Applicant will utilize the same security equipment used in its out-of-state cannabis operations. The Applicant has notified the security company of its equipment needs;
- Human resources documents, including but not limited to, the employee handbook, training manual, and performance documents;
- Applicant's marketing plan;
- The Applicant has hired a team of Florida citrus farmers, cannabis cultivation experts, retail professionals, medical advisors, and infrastructure (facilities, engineering, architecture) experts. The Applicant has assembled a team of professionals with experience in all aspects of cultivation, agriculture, cultivating non-native plants,

cultivating plants for human consumption such as food or medicine products, in-house propagation, genetic modification and breeding, clean grow rooms, Good Manufacturing Processes (GMP), good agricultural practices (GAP), good handling practices (GHP), mitigation of pests, disease and deficiencies common for cannabis, production of high quality product in a short time, tracking each plant in a harvest, analytical organic chemistry and micro-biology, analytical laboratory methods, analytical laboratory quality control, including maintaining a chain of custody, cannabis extraction techniques, cannabis routes of administration, producing cannabis products, interacting with patients, handling confidential information including HIPAA, marketing compliance protecting children, gathering and managing data, i.e. data on patient reactions to products dispensed, recalls, training programs addressing the Health Insurance Portability and Accountability Act (HIPAA), patient education, compliance, security, patient counseling and intensive data collection. This team has built many start-up facilities in the cannabis space, including the largest independent medical marijuana company in the United States.

- Packaging – The Applicant has a longstanding relationship with Contempo Card, an experienced cannabis packaging company. Because the company currently provides packaging for the Applicant in other cannabis markets, its design, pending Department approval, is in its final design phase, which if approved, will be used for the Florida MMTC.
- The education curriculum includes a patient and employee program that is in the process of being nationally certified. The Applicant's education program is extensive and is available on an online platform which measures the readers' comprehension.

- The Applicant will continue to use the security company it has contracted in other states.
- Interior finishes

Because of the municipality's eagerness to have the Company's business open quickly and be as successful as possible, we are poised to obtain final zoning and permits post application, but prior to licensure. The Company is committed to spending funds where reasonable to acquire infrastructure.

Prior to an award of an MMCT license, the Applicant will obtain the following

- MEP Drawings
- Final zoning approval
- Permits
- **119.071(3)** Seed to Sale Software Program: The Applicant utilizes **119.071(3)** in other states and can assure the Department that its onboarding process will meet its timeline.
- All 3rd party contractors will be identified prior to licensure.

Not yet secured but intend to secure upon Licensure

Dispensing equipment, including but not limited to:

- Computers
- Scanners
- Label Machines
- Concentrate Refrigerators
- Security equipment
- Data Collecting Servers
- Sanitation equipment
- Interior construction needs
- Odor Mitigation supplies and equipment
- Ventilation systems

- Consumption materials; rolling papers, cartridges.
- Interior construction materials
- Backup (UPS) System
- Nutrients
- HVAC and Environmental controls
- Software, hardware, and other IT needs are sourced and will be purchased to meet Applicant's timeline.
- All interior and exterior building materials will be sourced but not purchased until licensure.
 - Uniforms
 - Furniture
 - Office supplies

Timeline or schedule and assumptions upon which the schedule is based

The Applicant will be ready to request Dispensing authorization within 160 days. Due to the partnerships the Applicant has developed with 3rd party suppliers in the cannabis industry, the Applicant has a unique advantage in understanding lead times necessary to meet its timeline. The Applicant has extensive experience in opening retail outlets faster than its projected timelines and it has been the first to open in every emerging market it has entered. The Applicant's management team has been first to market ahead of competitors in every market in which they currently operate. These factors, coupled with the municipality's excitement for the Applicant's operation, illustrate the Applicant's confidence in its assumptions and timelines. Given its experience in completing an operation under estimated timelines, the Applicant can commit to 160 days to request Dispensing authorization. The next page displays the GAANT timeline for reference of milestones prior to commencing operations.

Construction - Dispensary - Location 1 and 2

Construction on both locations will occur simultaneously.

\$2,373,000.00

Sun, 10/15/2023

TASK		BUDGET	START	END
Procurement and Contracting Requirements Group				
Division 00	Procurement and Contracting Requirements	\$ -	10/15/23	10/17/23
Demolitions Subgroup				
Division 01	Demolition	\$ 37,500.00	10/17/23	10/19/23
Facility Construction Subgroup				
Division 02	Earthwork	\$ 90,000.00	10/19/23	10/26/23
Division 03	Masonry	\$ 165,000.00	10/26/23	11/9/23
Division 04	Metals	\$ 165,000.00	11/9/23	11/23/23
Division 05	Wood, Plastics, Drywall and Composites	\$ 90,000.00	11/23/23	12/7/23
Division 06	FRP (Fiberglass Reinforced Panels)	\$ -	12/7/23	12/7/23
Division 07	Thermal and Moisture Protection (Walkins)	\$ -	12/7/23	12/7/23
Division 08	Openings	\$ 60,000.00	12/7/23	12/21/23
Division 09	Finishes	\$ 45,000.00	12/21/23	12/28/23
Division 10	Floor Coating	\$ 39,000.00	12/28/23	12/31/23
Division 11	Equipment	\$ 36,000.00	12/31/23	1/2/24
Division 12	Furnishings	\$ 7,500.00	1/2/24	1/3/24
Division 13	Special Construction	\$ -	1/3/24	1/3/24
Division 14	Conveying Equipment	\$ -	1/3/24	1/3/24
Division 15	Lighting Fixtures	\$ 30,000.00	1/3/24	1/5/24
Division 16	Existing Conditions	\$ -	1/5/24	1/5/24
Facility Services Subgroup				
Division 17	Mechanical Support	\$ -	1/5/24	1/5/24
Division 18	Fire Suppression	\$ 108,000.00	1/5/24	1/8/24
Division 19	Plumbing	\$ 135,000.00	1/8/24	1/22/24
Division 20	Heating Ventilating and Air Conditioning	\$ 480,000.00	1/22/24	1/29/24
Division 21	Integrated Automation	\$ -	1/29/24	1/29/24
Division 22	Electrical	\$ 300,000.00	1/29/24	2/8/24
Division 23	Electrical Power (generator)	\$ 60,000.00	2/8/24	2/11/24
Division 24	Communications	\$ 30,000.00	2/11/24	2/14/24
Division 25	Electronic Safety and Security	\$ 300,000.00	2/14/24	2/21/24
Site and Infrastructure Subgroup				
Division 26	Exterior Improvements	\$ 15,000.00	2/21/24	2/26/24
Division 27	Utilities	\$ 30,000.00	2/26/24	3/2/24
Division 28	Transportation	\$ 150,000.00	3/2/24	3/4/24
Division 29	Waterways and Marine Construction	\$ -	3/4/24	3/5/24
Process Equipment Subgroup				
Division 30	U&O - Inspection	\$ -	3/5/24	3/5/24
Construction Estimate		\$ 2,373,000.00		

Section 4.7
Plan for Security and Accountability

Subsection 4.7.1
Premises Security

Describe your plan to ensure the safety and security of the premises where the cultivation, processing, storing, or dispensing of marijuana will occur. (Maximum 40 raw points).

119.071(3)

119.071(3)

119.071(3)

119.071(3)

119.071(3)

119.071(3)

Subsection 4.7.1
Premises Security Addendum

Subsection 4.7.1 of the Application Instructions requests applicants to supply as an addendum the schematics, or floorplans, of the cultivation, processing, and dispensing facilities identified in Subsections 4.4.2, 4.5.2, and 4.6.2 of the Application.

Subsection 4.7.1 of your Application does not contain the requested addendum.

Please provide the addendum requested in Subsection 4.7.1 of the Application Instructions.

Please see the requested addendums below.

119.071(3)

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Subsection 4.7.2
IT Security

Describe your plan for securing your information technology system and infrastructure, including how you intend to secure the physical infrastructure and how you intend to secure and protect the system from outside intrusion and hacking. (Maximum 40 raw points).

119.071(3)

119.071(3)

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119.071(3)

Subsection 4.7.3
Diversion, Unlawful Access, and Transportation

Describe your plan to prevent the diversion of, and unlawful access to, marijuana and to ensure the safe and secure transport of marijuana during all phases of the MMTC business. (Maximum 40 raw points).

Subsections 4.7.3 - Diversion, Unlawful Access, and Transportation

Overview: The Applicant has a history of compliance as it relates to diversion, security, transport, and delivery. Our ability to secure our product, infrastructure and records and prevent diversion and unlawful access comes from our experience in the cannabis space in the highest volume medical marijuana dispensaries in the country. We contract with proven, cannabis security experts in the markets in which we operate and have a strong record of compliance as it pertains to inventory integrity, diversion and transport of cannabis and cannabis derived products.

Inventory tracking and control systems, including systems for tracking marijuana throughout cultivation, processing, and dispensing (i.e., from seed to sale): **119.071(3)**

[illegible]

119.071(3)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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119.071(3)

Waste Disposal: 119.071(3)

119.071(3)

[REDACTED]

[REDACTED]

[REDACTED]

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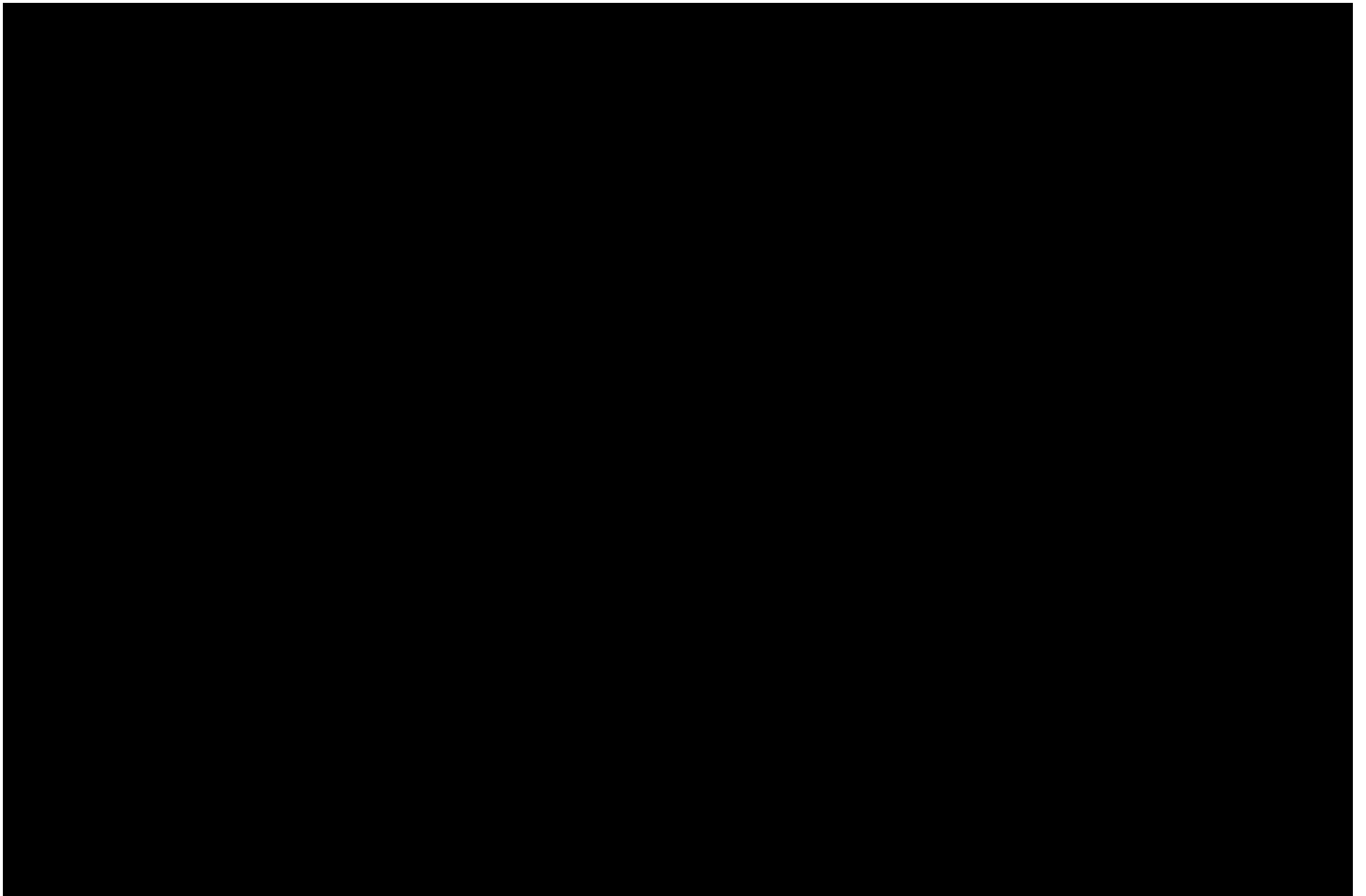
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

We will retain video surveillance recording for at least 45 days. All our other marijuana waste records will be retained for at least 2 years. We will provide at least 72 hours' notice in our seed to sale tracking system prior to the rendering the marijuana waste unusable and unrecognizable or irretrievable and we will record in the tracking system the weight of the marijuana waste to be rendered unusable and unrecognizable or irretrievable. We will have at least two of our MMTC approved employees, one of whom will be a manager, present when documenting marijuana waste out of our seed to sale tracking system.



Vehicle Maintenance: The Applicant will ensure proper care and inspection of our vehicles to avoid any interruption to our transportation activities. We will maintain all delivery vehicles and document all required services on the Vehicle Maintenance Form.

Vehicle Maintenance Log

Make:		Fleet ID:	Truck #1
Model:			
Year:			
Vehicle ID			
Number:			
Engine:			

Total Cost: 565

[Maintenance Guide](#)

Date of Service	Mileage at Service	Work Performed and Service Schedule	Performed By	Cost	Invoice / Receipt #	Notes
1/1/2024	10,000	Oil Change, Replace Oil Filter	Svc	90.00		
3/1/2024	20,000	Oil Change, Replace Oil Filter General Inspection & Tire Rotation	Svc	175.00		
5/1/2024	30,000	Oil Change, Replace Oil Filter Air, Cabin Air Filters Tire Rotation Inspect Drive Belts	Svc	300.00		

Subsection 4.7.4
Personnel Screening and Training

Describe your plan to background screen all owners, managers, and employees and to provide safety and security training to such persons. (Maximum 40 raw points).

Subsection 4.7.4 Personnel Screening and Training

Background screening procedures in compliance with Rule 64-4.208, F.A.C

No person may serve as an employee, owner, or manager, until the person has undergone and successfully passed a background screening, as provided in Rule 64-4.208, F.A.C. In accordance with Section 381.986, F.S, the Applicant will conduct background screening on applicants in the final stage of the hiring process. When a candidate is hired, HR will provide a conditional offer of employment pending successful completion of the state required background screening. If a company allows a person to serve as an employee, owner, or manager without successfully passing a required background screening, they will be subject to discipline under this chapter.

Manner of documenting background screening compliance to the Department

The Background Screening Procedures that the Applicant and the State will follow are detailed in Section 381.986 F.S. The Applicant will request and obtain written notice from the Department that an individual has successfully passed a required background screening before allowing any such individual to serve as an employee, owner, or manager. The Applicant will provide, via email to the State, a request that the Department process the individual's background report. The Applicant's request will include all pertinent information that is required by the State and will be completed and signed by the prospective employee, owner, or manager. Persons required to undergo background screening will submit a full set of fingerprints to a Livescan Service Provider and follow the submission process as outlined by the State. The Applicant will retain in its records all background screening notices from the Department for all employees, owners, and managers currently serving and will retain the notices for at least five years after the employee, owner, or manager is terminated, removed, or

otherwise separated from Applicant's business. Human Resources will also ensure that all new hire paperwork has been completed and all documents required by the state have been submitted. All new employees are hired with the knowledge that their performance will be reviewed by Management on a 30-, 60- and 90-day timeline. The first phase of training is a 5-day orientation training. At the conclusion of this training, all new employees will be required to pass skills test on the following information: State Regulation Requirements; Relevant Training on Inventory Tracking System; Responsible Use Training; Security Training for The Prevention of Loss or Diversion; Confidentiality Requirements; Forms and Methods of Administering Medical Marijuana; Qualifying Conditions; Authorized Use of Medical Marijuana for The Treatment of Qualifying Conditions; Instruction on Regulatory Inspection Preparedness; Drug Interactions; Standard Operation SOP's; Cannabis Knowledge; Patient Care & Education Related to Symptoms; Recognizing Signs of Substance Abuse; Guidelines for Refusing to Provide Medical Marijuana to a Person Who Appears Impaired; Dispensary Best Practices; HIPAA Requirements; Conflict Resolution Training.

Conflict Resolution Training

To effectively resolve employee related conflicts that have the potential to impact operations and morale, Applicant will provide established training for conflict resolution. The party should direct their concerns to their immediate supervisor within five working days of the incident. They will have the option to provide a statement in person if they are comfortable. The immediate supervisor should respond in writing to the complainant within five days. If the problem remains unresolved, the complainant should submit a written complaint to the manager or owner. The manager or owner should meet with the complainant to discuss the complaint. Then the manager or owner should issue a decision verbally and in writing to the complainant.

If the complainant is dissatisfied with this decision, he or she may appeal this decision in writing to the practice owner (if not already involved) or the human resources manager (in larger practices) to investigate the complaint. The person managing the final level of the complaint will meet with the employees directly involved to resolve the issue.

Training for the proper handling of violent incidents and other emergencies

The Applicant will also train all employees on how to manage violent incidents and other emergencies such as hurricanes, etc. Workplace violence prevention training for employees will include topics such as: Explanation of the Applicant's workplace violence policy; Encouragement to report incidents; Ways of preventing or diffusing volatile situations or aggressive behavior; Types of training; How to deal with hostile persons; Managing anger in the workplace. Emergency preparedness will also be covered and trained on a periodic basis.

Training to prevent unregistered individuals from purchasing medical marijuana

All employees who have completed and passed the background check and initial screening for the hiring process, will enroll in our personnel training program which includes training to prevent unregistered individuals from purchasing medical marijuana. This includes procedures to accurately identify that an individual is registered and is able to purchase medical marijuana. Identification cards and state systems will be used in accordance with state mandated regulations. All patients must present an active, state issued medical marijuana use registry identification card. The Patient Care Coordinator must scan the patient card to ensure they are an active patient with a current registered medical marijuana patient card. If the patient card does not scan, the Patient Care Coordinator must assist the patient to troubleshoot but will not gain entry to restricted access areas if the patient card is not accepted by **119.071(3)** the

Applicant's see-to-sale software. Full training on this policy and procedure is included in our 3-week personnel training program.

Training personnel in the proper operation of the MMTC

Our Personnel Training Program includes all laws surrounding dispensing, cultivating, processing, delivering, marketing, communication with patients, HIPPA and the unlicensed practice of medicine, amongst others, as these are all essential to creating a culture of compliance with zero exceptions. It is a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, to practice, attempt to practice, or offer to practice a health care profession without an active, valid Florida license to practice that profession.

Training will also focus on the proper documentation of medical marijuana transactions.

All of Applicant's employees are trained in compliant recordkeeping utilizing 119.071(3), Florida's mandated seed-to-sale software program. This applies to all transactions that are processed in the dispensary or are delivered to the patient. The Applicant has a leadership team that has years of experience in the medical marijuana industry and will bring that knowledge to the state to ensure compliance with all rules and regulations. The Applicant has developed a rigorous training program for its team members that always ensures patient-focused and compliance-oriented operations. The Applicant requires that all staff members have a minimum of 120 hours of training followed by a review process to ensure that they provide the highest quality of care to which patients and caregivers are entitled. Even employees who are not "patient-facing" receive the same level of training so that they are prepared to assist any patient or caregiver at any time. All aspects of the operations manual are taught and reviewed in the training program. Procedures for safely dispensing medicinal marijuana are paramount to providing the safety, most effective medical experience for patients and caregivers.

Subsection 4.7.5

Recalls

Describe your plan for the recall of any marijuana or usable product that is, or may be, unsafe for human consumption (as evidenced by testing results, patient reactions, or otherwise); fails to meet the potency requirements of section 381.986(8)(e)8., F.S.; or for which the labeling of tetrahydrocannabinol and cannabidiol concentration is inaccurate. (Maximum 40 raw points).

Subsection 4.7.5 – Recalls

In the more than 5 years that the Applicant's leadership team has been operating in medical marijuana, they have never had a recall event occur. However, should the need arise, the Applicant will initiate a recall for: any marijuana or usable product that is or may be unsafe for human consumption; fails to meet potency requirements; or for which the labeling of tetrahydrocannabinol and cannabidiol concentration is inaccurate.

In the event of a recall, the Applicant will issue a press release and notify the Department immediately. The COO will be responsible for the determination and execution of a recall. The Applicant will begin execution of a recall immediately upon any request or mandate from any regulatory body with authority to do so. Any determination by the COO to implement recall procedures will be supported by test results or other scientific documentation, or expert opinion.

A recall event will be assigned to one of the following classes:

1. Class 1: When an emergency involves removing a product from the market where the consequences of use or exposure to the product are life threatening or involves a serious adverse health consequence.
2. Class 2: When the use of or exposure to a contaminated product may cause temporary adverse health consequences or where the probability of serious adverse health consequence is remote (for example, pathogenic bacterial population, exclusive of *C. botulinum*, adequate to cause food poisoning).
3. Class 3: When the use of or exposure to the product is not likely to cause adverse health consequences (for example a non-hazardous labeling violation).

The Recall management Team

Name	Alternate Person	Daytime Phone	Alternate Phone	Responsibilities During a Withdraw or Recall
James Lane COO	Chris Visco CEO	TBD	TBD	Decision making Media communications Department communications Obtaining legal counsel or other expert advice
Dr. Pollack Medical Director	Education and Marketing Director	TBD	TBD	Contacting patients Supplier and dispensary communication
Dispensary manager	Assistant Dispensary Manager	TBD	TBD	Internal complaint investigation
Katherine Oleson CCO	Assistant Cultivation manager	TBD	TBD	Internal complaint investigation
Katherine Oleson CCO	Assistant Extraction manager	TBD	TBD	Internal complaint investigation

The Recall Management Team is responsible for coordinating all aspects of a product recall and is made up of the following employees: Chief Operations Officer, Medical Director, Cultivation Manager, Extraction Manager, and Dispensary Manager (see chart on previous page for more detail on everyone's responsibilities in relation to recall procedures). All team members will ensure that all procedures are conducted effectively and efficiently. The team will receive appropriate training through mock recall procedures semi-annually so that they understand their responsibilities and are familiar with the necessary processes. The recall team list must be audited at least four times each year by the COO to ensure all names, contact phone numbers, and responsibilities of team members and alternates are updated.

Section 4.8
Ability to Execute Proposed Plans

Subsection 4.8.1
Experience in the Marijuana Industry

Describe your experience, or that of your personnel (whether in Florida or another jurisdiction), cultivating, processing, dispensing, or securing marijuana. (Maximum 60 raw points).

Subsection 4.8.1 – Experience in the Marijuana Industry

Overview:

Boyett's Citrus Packers has assembled a diverse team of the best and brightest medical marijuana professionals in the industry including women, minorities, and veterans as part of our ownership and operational team. The collective team has extensive experience implementing security, cultivation, processing, and dispensary plans in multiple states. There are many MSOs (multistate, publicly traded operators) in the cannabis industry. While they possess experience in all aspects of the cannabis industry, they are also absentee owners and operators. Often, these larger organizations have less transparency, accountability, flexibility and sustainability of its operation and patient care. Patients throughout the country face challenges with MSOs due to overexpansion, inferior quality of product, and the fact that successful retail medical marijuana operation hurt the perceived value of a public traded company. In addition, MSO's value their cultivation financial margins more than they value patient care

Boyett's Citrus Packers is unique. It is a Florida based organization that brings farmers, cannabis cultivation and dispensary professionals together in a field of experience that faces many challenges such as natural disasters and market conditions which require preventive crisis management planning and flexibility. The passion and flexibility of local, small, cash flow positive, business owners is absent from our national competitors, which is why we are the most profitable and best-in-class operators in every state in which we operate.

Our philosophy for slow steady growth in the Florida Medical Marijuana program is based on prior experience of our operators. Emerging markets and mature market philosophies are quite different. The Applicant strategizes its business initiatives with sustainability in mind. The fact that we are a small business team, agriculture, and retail professional within the cannabis space

which requires transparency; collaboration and demands accountability, means that we are always present in our stores and focus on our patients, our team, and the sustainability of our operations.

Lessons Learned from Experience:

Our operators have experienced much adversity in the medical marijuana industry. The cannabis industry does not make much money unless it sells to an MSO after 280E federal tax implications, excise taxes and significant CAPEX. It is also filled with predators capitalizing on small business owners, minorities, and social equity applicants. Applicants for licenses must be thoughtful and careful when selecting partnerships with those who are not currently active participants in holistic medical marijuana care and do not put patient care at the forefront of their initiatives. If you genuinely care about patient care in a medical environment, the investment will flourish. Regulations and a federally illegal industry are extremely difficult to navigate. Important lessons learned include asking questions, building relationships with regulatory boards and transparency. Communication with our regulators is key to ensuring a successful, compliant program and providing constructive feedback to enhance the patient's medical experience. Other lessons include organization of record keeping and data collection records, the value of a Medical Director to the organization to invoke both patient confidence and education, and the reality that for most companies, medical cannabis is a means to selling out to large Pharma, alcohol and tobacco for billions of dollars and operate on a "if we build it, they will come" attitude. That is where our organization is different. We have learned to create a nurturing patient experience providing a comforting environment, recommending private patient consultations to new marijuana users, and investing in outreach to seniors. Lastly, we have learned to scale cultivation prioritizing medicinal efficacy, CBD, CBG, CBN and low-THC, high terpene profile products for the patient population. This is because large cannabis companies do not produce an adequate

amount due to them being lower margin items. We have learned that if we fill the holes in the market and help patients, sustainability and success will be easily achieved while impacting the lives of humans in crisis.

Cannabis Leadership:

This collective team includes Chris Visco, CEO; Molly Dunne, CFO; James Lane II, COO; Alayna Ryan, Director of Education & Marketing. Under the direction of the Chief Executive Officer, Chris Visco has achieved national recognition for their excellence in patient focused care and philanthropy. Chris and her team have been issued licensing in 6 states. She first entered the medical marijuana program in Pennsylvania in 2018. When Chris called experts in 2016 about applying for her first license, she was discouraged by each person because she was female, not wealthy, and the market was predicted to be political and not merit based. Chris pushed forward. Not only was she issued a license, but she was the only WBE, women certified business in Pennsylvania and achieved the 2nd highest score in the state, out of 500 applicants. Her operations in Pennsylvania became the highest volume three store medical chain in the county producing more than \$60 million dollars and serving more than 50,000 unique patients in year 2 of operations. Chris understands that her investment in people is the ultimate success of the company. Alayna Ryan was her Director of Marketing in Visco's prior businesses and pivoted quickly to cannabis. Her interest in the medicinal properties of the plant catapulted her as the nation's premier cannabis marketing professional because she knew that cannabis is medicine and instead of promoting product for financial gain, she educated humans. The patients then followed her lead and expressed their desire to learn about the plant. This inspired Alayna to develop a comprehensive education program for personnel, patients, and the community. CEO, Chris Visco has been a retailer and wholesaler manufacturer for more than 40 years. Molly Dunne, the Applicant's CFO, has worked

as Chris' financial counterpart in retail/wholesale since 1998. In 2019, after producing more than \$46 million in revenue in 19 months as the only executive in the company, Chris enticed Molly to join the team to ensure sustainability and compliance with scale.

Prior to Molly's entry into the company, Chris transitioned James Lane from store operations to merchandise buying and planning. As a lifelong cannabis science student, James provided clarity to the product assortment prioritizing medicinal strains. He then went on to become a cultivation/processing expert building infrastructures cultivators and retailers alike throughout the country. Chris & team translated their financial, customer service, marketing, and retail/ wholesale experience to operating in a medical environment with patient focused care & providing a lasting experience for our patients. In 2020, Chris' relationship with medical cannabis became personal when she was diagnosed with stage 2 breast cancer. She decided to take the holistic approach and began Rick Simpson Oil (RSO) and the tumor shrunk by more than 20% in 6 weeks. She then coupled some conventional treatments to explore the efficacy with cannabis & traditional treatment. The results were incredible, and Chris' tumor was shattered in a way never witnessed by The University of Pennsylvania's oncology physicians. She has continued her cannabis treatment as a prevention of the cancer cells metastasizing. Chris' passion for medical marijuana inspired her to be used as a guinea pig to invoke interest from top rated oncologists and research professionals. Chris has built many businesses from the ground up, has saved businesses through crisis management strategies, reprioritizing initiatives, and created consumer brands designed to put people ahead of business, in turn, achieving a sustainable business model. Chris & her team are philanthropists who believe that community involvement, mentoring and developing young professionals, providing resources to communities in need, and empowering small business owners as well as women and minorities, is the way to move the industry forward. This in turn

will create high paying jobs and allow everyone to rise with its success. Chris and her team currently hold 5 licenses for cultivation, processing, infusing, food, and beverage and/or dispensing of marijuana in 4 states.

Katherine Oleson CCO; James Oleson, Veterans Services & Community coordinator; and Scott Pollack, Medical Director:

Our Medical Director, Dr. Pollack brings cannabis experience and treatment knowledge to each of the program's qualifying conditions. Katherine Oleson is a pioneer in the agricultural space. Raised as a citrus farmer in the great State of Florida, her talents build upon the cannabis experts. Her expertise in agriculture & her innovation in cultivating nontraditional citrus breeds that overcame adversity catapulted the Applicant's success in the 90's following a decade of frosts and crop disease throughout Florida. James Oleson, Katherine's husband, has worked on the farm for decades and is a veteran of the Vietnam War. James will serve as the Applicant's Veteran's Affairs & Community Outreach Coordinator. With James' guidance, the Applicant can affect the lives of veterans through continued education and contributions to veterans groups.

Subsection 4.8.2 – Other Relevant Experience

The Applicant has assembled a diverse team of professionals with experience in all aspects of cultivation, agriculture, cult counseling-native plants, cultivating plants for human consumption such as food or medicine products, in-house propagation, genetic modification and breeding, clean grow rooms, Good Manufacturing Processes (GMP), good agricultural practices (GAP), good handling practices (GHP), mitigation of pests, disease and deficiencies common for cannabis, production of high quality product in a short time, tracking each plant in a harvest, analytical organic chemistry and micro-biology, analytical laboratory methods, analytical laboratory quality control, including maintaining a chain of custody, cannabis extraction techniques, cannabis routes of administration, producing cannabis products, interacting with patients, handling confidential information including HIPAA, marketing compliance protecting children, gathering and managing data, i.e. data on patient reactions to products dispensed, recalls, training programs addressing the Health Insurance Portability and Accountability Act (HIPAA), patient education, compliance, security, patient counseling, and intensive data collection. Collectively, our team brings decades of experience in every relevant aspect of our medical marijuana organization, as follows:

Chris Visco, Chief Executive Officer: In addition to the cannabis background exhibited in subsection 4.8.1, Chris has been a retail, wholesale, and marketing profession for more than 35 years. She rose through the ranks at the country's largest independently owned department stores, Boscov's, until moving to the nation's largest bridal retailer, David's Bridal and built a business from \$17 million to \$60 million during her tenure. In 2006, Chris branched out on her own and operated a wholesale manufacturing company with a federal contract with the Department of Justice to produce undercabinet lighting which she manufactured in Coleman, Florida. A few years later, Chris built a startup marketing firm which was an early adopter of social media marketing

platforms prior to applying for a medical marijuana license in Pennsylvania which she received and has since been awarded licenses in 5 additional states.

Katherine Louise Oleson, Chief Cultivation Officer: Katherine has been involved with farming her entire life having grown up on 100 acres of orange groves in Spring Lake, Florida. Katherine and her family sustained their business because of the knowledge they possessed regarding agriculture of native and non-native plants to Florida. Katherine has experienced years of back-to-back frosts, the spread of various diseases which spread throughout the state's citrus groves and was unstoppable for citrus grove farmers. Her cultivation skills and ability to recognize the need for alternate breeds of plants set Applicant apart from the rest of the citrus industry. The farm has sustained operations by utilizing foliar sprays instead of traditional root zone application, which slows, but does not contain the disease. While Applicant has no intention of abandoning their citrus operations, Katherine recognized that it was prudent to look at alternative types of agriculture to bolster her live long love for citrus, the longtime source of pride for Floridians. Indoor cultivation of cannabis will breathe new life to a flailing citrus farm, while helping others with medically debilitating diseases.

Dr. Scott Pollock, Medical Director: Dr. Pollack is a board-certified ophthalmologist with a passion for providing holistic and compassionate care to his patients. After completing his medical and surgical ophthalmology training, Dr. Pollack became increasingly interested in the intersection of cannabis and medicine. Dr. Pollack saw the need for alternatives to traditional pain management and was inspired to incorporate medical cannabis into his practice. Throughout Dr. Pollack's time treating patients with medical cannabis, Dr. Pollack has worked with patients with various ailments, including but not limited to epilepsy, cancer, seizures, muscle spasms, PTSD, generalized anxiety disorder and panic attacks, HIV/AIDS, amyotrophic lateral sclerosis, Crohn's

disease, Parkinson's disease, multiple sclerosis, and chronic non-malignant pain. Dr. Pollack is considered an expert in his field, with knowledge of the endocannabinoid systems and the interaction with cannabinoids and terpenes. He also stays up to date on clinical trials and studies related to medical cannabis, producing CBD and low-THC products, and dispensing practices. As a medical director, Dr. Pollack's knowledge in organic chemistry, microbiology, analytics, laboratory methods, quality control, chain of custody, botanical medicines, and manufacturing practices make him essential to the team.

Molly Dunne, Chief Financial Officer: Dunne has more than 30 years of retail and wholesale financial management as well as 4 years experience in the medical marijuana space. Visco and Dunne were counterparts at David's Bridal 25 years ago. While Visco was building various personal businesses, Dunne was building a bridal empire and facilitated three sales of the company. When Visco's cannabis operations had generated \$46 million dollars in 18 months, she knew she needed a gatekeeper who would protect the company as it had grown to what she feared was growing at an unsustainable business for her to operate alone without financial oversight. Dunne could bring with her impeccable inventory tracking and management skills. She also brought the corporate structure Visco needed to continue to serve her patient population, and the company continued to grow, realizing an additional \$78 million in revenue under their collective leadership. Dunne also helped facilitated a sale consisting of the largest 3 store medical marijuana transaction in U.S. History. Now, Visco and Dunne, as a team, operate independently unentangled from investors, and require less profit to continue the good work of saving lives.

James Lane, Chief Operating Officer: James Lane has an extensive retail, wholesale, and product development background. James joined Visco's organization in 2018 and as the manager of a 2300 square foot store, built a patient population of more than 15,000 unique people

and became the highest volume store with the greatest patient loyalty in the Commonwealth of Pennsylvania. James transitioned from retail management into the role of merchandise buyer and cultivation consultant assisting a new grow partner build their start up grower/processor operations becoming a minority owner in the company. James's experience spans across dispensing, cultivation and processing. He is currently building a cannabis infusing business in Illinois which is set to launch in a few months, just in time to move into the Florida market should Applicant be awarded an MMTC license.

Jeffrey Redding, Chief Security Officer: Jeffrey Redding has more than 25 years of experience in law enforcement as Chicago PD and security management. Originally from Chicago, Redding began his role with Visco as a partner in retail and manufacturer cannabis licenses in Illinois. He moved to Pennsylvania in 2020 and assumed the role of Chief Security Officer in Visco's medical marijuana operation in Pennsylvania. Redding leads all security initiatives for our Florida operations and will be physically present in our operations.

Jose Gonzalez, Head of Construction: Jose Gonzalez is not only one of the Applicant's owners and investors, but he also leads facility construction and expansion efforts. He has ensured that the Applicant will begin its build-out efforts within 2 weeks of an awarded MMTC license.

Alayna Ryan, Director of Education and Marketing: Alayna started her career with Visco more than 10 years ago as her Director of Marketing. In 2016, she led a team of Drexel University interns as they sought to recruit physicians to register with the state to become medical marijuana recommending doctors. Pennsylvania doctors' names were put on a published list of marijuana recommending physicians, thus many feared retaliations from insurance companies and regulatory bodies and registration was slow. Alayna immersed herself in cannabis educational materials and transitioned her team from marketing to education. Under her direction, the team

assembled a physician education guide and began outreach across the state, regardless of the physical location to our operations. Physicians began to rely on Alayna and her team for their cannabis knowledge in treating their patients. Alayna developed strong relationships with doctors, providing them with constant educational supplements to fuel their interest in becoming a recommended doctor. Today, Alayna operates the most comprehensive cannabis training program in the industry for employees, patients, and communities.

James Oleson, Veterans Affair and Community Outreach Coordinator: James is a veteran of the Vietnam War who served in active duty and survived many treacherous battles. The Applicant believes that it must protect those who have protected the rest of us. Veterans are disproportionately left behind in terms of having access to medical marijuana. With James, the Applicant will have the ability to reach and educate veterans on plant medicine. James will also be tasked with recruiting veteran employees & accessing the needs of the community in which the Applicant will invest funds.

Subsection 4.8.2
Other Relevant Experience

Describe your experience (regardless of industry or type), or that of your personnel, which demonstrates your ability to implement the plans described in response to Subsections 4.4.1, 4.5.1, 4.6.1, and 4.7.1. (Maximum 60 raw points).

Subsection 4.8.3
Business Plan

Describe your business plan, including each of the specific steps you intend to take to implement your proposed MMTC business upon licensure by the Department. (Maximum 60 raw points).

Subsection 4.8.3 Business Plan

Step-by-step explanation of how you intend to move from licensure by the department to a fully operational MMTC dispensing usable product to qualified patients and caregivers:

In this subsection, Boyett Citrus Packers will demonstrate how we will also be prepared to become operational within 160 days, as a conservative estimate. Our timetable for becoming operational goes beyond our construction GAANT. The Applicant will spend the licensing approval process to begin expanding the patient population preparing the Applicant for an anticipated volume of patients in addition to the current growth projections of the established market. The Applicant believes that becoming part of the fabric of the community is the best way to increase community confidence, reduce stigma and reduce opioid related deaths. To that end, the Applicant has already begun building a patient, education, and community infrastructure 9 months ahead of time. If we are not awarded a license, we will still have positively impacted the medical marijuana program in Florida, regardless of whether we are approved to operate. We are a philanthropic organization who puts patients over profits while remaining cash flow positive and developing a sustainable expansion plan. We are committed to investing in Florida communities in advance of licensure with the understanding that we may never operate in Florida, because it is in the best interest of the patients.

GAANT: Due to page limits, GAANT attached to subsections 4.4.1, 4.5.1, 4.6.1, 4.12.2, 4.12.3. The Applicant's GAANT timeline details how the Applicant will move from licensure by the Department to a fully operational MMTC dispensing usable product to qualified patients and caregivers. Our management team has achieved notoriety for being the first operator to open in all their projected locations in each state in which they operate. Being first to market boosts patient confidence. Our passion for patient care radiates throughout our organization as we boast the best,

brightest and most loving cannabis professional anywhere. The GAANT outlines our timeline to implement our infrastructure. There is a significant amount of work to be done in addition to physical infrastructure. Many of these initiatives have already started and will be part of an extended timeline which has commenced and will set the Applicant up for success and sustainability. To be able to serve the patient population, we must identify the greatest need by demographics and geographic location. The Applicant is committed to providing patient access to underserved populations, with a focus on seniors and veterans. Non-Construction timetable:

- Patient Education specific to the efficacy of medical marijuana
 - Sites identified for community events.
 - Sponsorships established for state-wide charitable organizations, such as a Florida based Epilepsy Foundation, and others.
 - Physician outreach offering continued education modules by published cannabis specific Pharmacists. Better data driven research and patient care comes from a collaboration with cannabis companies, communities, and physicians. We have a duty to identify specific terpene profiles, cannabinoid profiles, genetics, and breeding. Honing-in on specific properties of the plant by condition is the best way to treat patients, reducing the cost to the patient by eliminating an extended “trial and error” period.
 - Information website for patients to provide information on qualifying conditions, how to apply for a medical marijuana card and educational purposes.

The Applicant understands that all marketing materials and initiatives must be approved by the Department. To be prepared for full operational status in 160 days post licensure:

- Marketing materials for the purpose of educating patients are to be submitted for approval immediately upon licensure.
- Modify education training manual, modules, and exams to meet all regulations specific to Florida.
- State mandated training for cannabis employees-- upon licensure
- Banking options for the cannabis industry established.

Other needs:

- Payroll, benefits including 401K accounts established.
- Delivery vehicles sourced, purchased upon licensure.
- All applicable insurance policies were established.
- MEP drawings developed to submit for local permits. Our construction team is secured with an LOI promising a construction start date of 6/15 should licenses be awarded in the state's timeframe of a 30-day approval process.
- Personnel: The Applicant is excited to create high paying jobs with exemplary benefit packages. We will begin hosting job fairs 2 months prior to the completion of construction for new hires to complete the Personnel Training Program in the required 120 hours prior to becoming deemed operational. Our employees will be fully trained in the compliant regulations surrounding operations of MMTC.
- Submit for review to Florida Medical Association and Florida Osteopathic Medical Association edibles / Food service certification.

Any assumptions upon which estimates provided are based and a description of the bases for those assumptions.

The Applicant has been licensed in 6 states and has been historically the first cannabis MMTC open to patients in every state in which we operate. We operate with the SWOT principle in mind, (strengths, weaknesses, opportunities, and threats). We analyze every process and timeline along the way. Our experience and knowledge allow us to account for delays and unforeseen circumstances. Our team has had buildings affected by storm damage during construction, and still opened before anyone in their market. We have established all necessary 3rd party contractors, timelines and have commitments to achieve operational status in 160 days or less. With a short window to licensure, we are operating under the assumption that we will be awarded a license and are investing in infrastructure now. All 3rd party contractors are hyper aware of our need to commence construction on 6/15 to over-deliver on our timeline. The Applicant has LOIs from our construction company, security company, and our timeline is padded for unforeseen circumstances.

We are self-funded, own our own properties, and have a medical director who will be able to transition from prescribing physician to our MMTC's medical director by 7/1/2023 and begin patient and personnel cannabis education. Dispensaries will begin buildout prior to the Applicant putting the first seeds in the ground and will be operational in conjunction. Cultivation employees will begin training once seeds are in the ground, so our opening team gains critical knowledge of plant life and GMP.

Timeline – Non construction (GAANT(s) for all facilities is shown in 4.4.1, 4.5.1, 4.6.1, 4.12.2, 4.12.3)

Assumption: Licensure 6/1		
Task	Begin date	Completion
Digital infrastructure microsoft 365		DONE
MEP Drawings	5/1/2023	5/21/2023
MEP Drawings to contractors for final estimate	5/21/2023	6/5/2023
SOP Modifications for Florida	5/1/2023	6/1/2023
Community Outreach	4/1/2023	Infinite
Marketing Materials design work	4/15/2023	5/15/2023
Packaging (opaque white) design work	4/1/2023	5/1/2023
Marketing and educational materials to Department	6/15/2023	7/15/2023
Packaging (opaque white) design work to Contempo	5/1/2023	6/1/2023
Final Packaging	7/1/2023	10/1/2023
Marketing Materials to printer	6/1/2023	6/21/2023
Construction/security work begins	6/15/2023	10/15/2023
Website for educational purposes	5/15/2023	7/1/2023
all equipent ordered, security and cultivation/ processing	6/15/2023	8/15/2023
all cultivation, extracting, infusing supplies ordered	6/1/2023	8/15/2023
digital platforms, Biotrack -ordered and training	6/1/2023	7/1/2023
Fixtures, finishes, hardware and dispensary supplies	6/1/2023	8/1/2023
Physician outreach	5/1/2023	infinite
Patient events	6/15/2023	infinite
Job fairs / recruiting	9/1/2023	infinite
Diversity accessment	9/15/2023	infinite
Employee screening and registered w/ state	11/1/2023	infinite
Benefits, insurances, banking	6/1/2023	7/1/2023
Submit Edibles for review FDACS	6/15/2023	9/15/2023
Medical Advisor Training Florida Medical Association and Florida Osteopathic Medical Association	6/7/2023	6/7/2023

Boyett Citrus Packers will be the first operational MMTC issued a license in this round of applications. That is our commitment.

Subsection 4.8.4
Prior Enforcement Action

Disclose and describe prior enforcement action taken against the applicant, or the applicant's owners and managers, within the past 10 years relating to: (i) a dispensing organization or MMTC license in Florida, (ii) a marijuana license in another jurisdiction, and (iii) any other business or operational license in Florida or another jurisdiction. (Maximum 20 raw points).

Subsection 4.8.4 – Prior Enforcement Action

- 1. State whether the applicant has previously held a Florida dispensing organization license or MMTC license and, if so, disclose and describe all enforcement action taken against the previously licensed applicant.**

No. The Applicant has not previously held an MMTC license in the State of Florida.

- 2. State whether the applicant has been previously licensed in another jurisdiction to cultivate, process, or dispense marijuana, and if so, disclose and describe the following:**

No. The Applicant has not previously held a license to cultivate, process or dispense medical marijuana in any jurisdiction.

- 3. For each owner and manager of an entity-applicant, disclose the following:**

- a. Whether the owner or manager has previously served as an owner or manager of a Florida-licensed dispensing organization or MMTC that has been subject to any enforcement action by the Department, and if so, provide the name of the owner or manager, the identity of the dispensing organization or MMTC, and the circumstances relating to the enforcement action taken against the MMTC or dispensing organization.**

No. No owner has held a cannabis license in Florida.

- b. Whether the owner or manager has previously served as an owner or manager of an entity licensed in another jurisdiction to cultivate, process or dispense marijuana that has been subject to any enforcement action by the applicable licensing body, and if so, provide the name of the owner or manager, the identity of the entity licensed to cultivate, process, or dispense marijuana, and the circumstances relating to the enforcement action.**

Yes. Our CEO/President, Chris Visco who has been licensed in 6 states and has had hundreds of employees, had a case filing in Pennsylvania due to an employee reporting her card lost, but had been making legal purchases while she had reported her card lost to the Department. She had instructed her team to scan her profile in the absence of the card. This is a violation of procedure, and therefore, designated as “improper,” as opposed to unlawful. There was no diversion. The employee was

immediately terminated, and our security process was adjusted to prevent such incident in the future. All employees received a 3-day re-education program on dispensing and security protocols. The Applicant worked closely with the Department investigation. There was an action against the Applicant and the case was settled.

Official Filings:

DOH v. TerraVida Holistic Centers, LLC MM 19-045 M and MM 19-073 AA Improper dispensing of medicinal marijuana 9/1/19. Settled Pennsylvania Department of Health and Welfare Building 8th Floor West 625 Forster Street Harrisburg, PA 17120 State of Pennsylvania.

- c. Whether the owner or manager has previously served as an owner or manager of an entity licensed in another jurisdiction to cultivate, process, or dispense marijuana that has been compelled to recall marijuana or marijuana product, and if so, provide the name of the owner or manager, the name of the entity, and the circumstances relating to the entity's recall of marijuana or marijuana product.**

No. No owners or managers have ever had to recall products in any jurisdiction for medical marijuana.

- 4. State whether the applicant has possessed any business or operational license or permit in any field other than the marijuana industry, including:**

- a. The jurisdiction and type of license the applicant possessed; and**

Yes. Applicant currently hold a citrus packers and citrus growers license issued by Florida Department of Agriculture and Consumer Services.

- b. For each such license or permit, disclose and describe all enforcement action taken against the applicant jurisdiction(s) and describe any penalty imposed.**

No enforcement taken.

Section 4.9
Medical Director

Subsection 4.9.1
Experience in the Marijuana Industry

Describe your medical director's experience, if any, related to patient use of medical marijuana, including any prior employment by an entity authorized to cultivate, process, or dispense marijuana in Florida or other jurisdiction. (Maximum 80 raw points).

Subsection 4.9.1 – Experience in the Marijuana Industry

Medical director's experience related to patient use of medical marijuana in Florida or other jurisdiction

Our Medical Director, Dr. Scott M. Pollack, is a board-certified ophthalmologist with a passion for providing holistic and compassionate care to his patients. Dr. Pollack's interest in medicine was ignited at an early age, as he watched his father's dedication to helping patients and the impact it had on their lives. After completing his medical and surgical ophthalmology training, Dr. Pollack became increasingly interested in the intersection of cannabis and medicine. He personally witnessed the benefits of medical cannabis in his family, particularly in his grandmother's battle with metastatic neuroendocrine tumors. Dr. Pollack saw the need for alternatives to traditional pain management and was inspired to incorporate medical cannabis into his practice. One of the most rewarding parts of his work is speaking with patients about their illnesses and producing goal-oriented actionable plans to achieve better health.

Medical cannabis has provided Dr. Pollack with the ability to work with patients to replace dangerous prescription drugs with a plant that is a natural and non-addictive. Dr. Pollack understands that in states where medical cannabis is legalized, opioid overdose deaths are reduced by 25%. To help reach patient goals, Dr. Pollack monitors the consumption methods as well as the types of cannabis strain, cannabinoid levels, and terpene profiles to determine which products and breeds are most effective for each qualifying medical condition. Additionally, he collects data on other symptoms or illnesses and the effect of cannabis on them when they are present in a patient with a qualifying condition.

This data is important, especially with the absence of comprehensive cannabis research in the United States. Doctors who do this type of research and have access to patients with symptoms not currently approved, but who qualify for a card for other ailments are essential to broadening

qualifying conditions. Throughout Dr. Pollack's time treating patients with medical cannabis, he has worked with patients with various ailments, including but not limited to epilepsy, cancer, seizures, muscle spasms, PTSD, generalized anxiety disorder and panic attacks, HIV/AIDS, amyotrophic lateral sclerosis, Crohn's disease, Parkinson's disease, multiple sclerosis, and chronic non-malignant pain. Dr. Pollack is considered an expert in his field, with knowledge of low-THC, different routes of use, CBD, extraction techniques, and manufacturing practices. He also stays up to date on clinical trials and studies related to medical cannabis, producing CBD and low-THC products, and dispensing practices.

As a medical director, Dr. Pollack's knowledge of organic chemistry, analytics, laboratory methods, quality control, chain of custody, botanical medicines, and manufacturing practices make him an asset to the team. He will collaborate with staff to set up protocols and assist in supervision of physician-patient interactions, dispensing organization, day-to-day activities, and ensure the Applicant's mission statement and long-term goals are being followed. Before pursuing his medical degree, Dr. Pollack earned a degree in psychology and worked in clinical counseling and family therapy. He also founded a transitional living housing program with a focus on life coaching. He is also dedicated to research, particularly in the areas of measuring outcomes and implementing changes to improve patient care. Dr. Pollack's dedication to holistic care, passion for incorporating medical cannabis into his practice, and commitment to ongoing research make him a valuable member of the medical community.

As Needed Medical Director, Brian Szabo, who has not been listed as a manager on our application but will go through the compliant background checks prior to officially joining the Business should we receive an award of a MMTC license. Dr. Szabo has agreed to function as a secondary Director to Dr. Pollack to ensure that our MMTC has a medical director without lapse.

Dr Szabo is Medically licensed to practice as a physician in the state of Florida: OS15533; NPI: 1174056741 and DEA Licensed. Dr Szabo has extensive cannabis knowledge.

Dr Szabo's experience includes:

- Certified to prescribe medical marijuana in the state of Florida.
 - Certified over 7,300 individual medical cannabis patients in the state of Florida from August 2018 → Present, as a Contracted Physician for DOC-MJ
 - Medical Director of DOC-MJ
 - The largest physician group recommending to medical cannabis patients in the U.S. with over 25 offices between Florida and Ohio
 - Trained and taught over 50 Doctors on the use and standard of care in providing recommendations through Doc-MJ in the state of Florida and Ohio.
 - Medical Director of Global Products Group, a vertically integrated Hemp CBD supplement White label, Wholesale and Private label company
 - Formulated and designed specific products in various routes, Tinctures, Gummies, Topical, Vape Products
 - Written literature and lead in research coordination
 - Lead Investigator of FDA laws when dealing with hemp cannabinoids and FDA approved monograph products
 - Presented lecture, "Medical Marijuana Misconceptions" to Better Living for Seniors, Hillsborough, Quarterly Conference 2019, and St Petersburg General Hospital 2019
 - Presented "Hemp CBD vs Cannabis CBD," with Fluent Dispensary in Clearwater, Florida
- Authored/reviewed collaboration with MuV dispensary for patient educational series, "MuV Mondays with DOC-MJ."

Subsection 4.9.2
Other Relevant Experience

Describe any other relevant experience that you believe demonstrates your medical director's ability to adequately supervise the activities of the MMTC. (Maximum 40 raw points).

Subsection 4.9.2 – Other Relevant Experience

Dr. Pollack provides expansive cannabis knowledge, as well as leadership to our organization. Additionally, he has worked with patients suffering from many illnesses, as well as all qualifying medical conditions including the treatment of patients suffering from: cancer, epilepsy, glaucoma, positive status for human immunodeficiency status (HIV), acquired immune deficiency syndrome (AIDS), post-traumatic stress disorder (PTSD), amyotrophic lateral sclerosis (ALS), Crohn's disease, Parkinson's disease, multiple sclerosis. He is also experienced with the treatment of patients suffering from terminal conditions; recognizing and treating drug dependency, abuse, and addiction; Diagnosing and treating substance use disorder; Patient education; Pharmaceutical formulations and dosage forms; Experience dispensing medications; Clinical trials or observational studies; and Analytical laboratory methods and quality control.

Throughout his academic career, Dr. Pollack has been an active member of various organizations, including serving as a peer tutor, participating in the student government association as elected student body vice president, and serving on the honors and ethics committee, and currently is a part of multiple different professional societies. This specific background provides the Applicant with a solid foundation of leadership and mentoring of our team. Dr. Pollack will have a critical role in the Applicant's compliance and education. In addition to our Medical Director's experience in these areas, the Applicant possesses a patient and education program which is in the process of being nationally accredited. Our mission is to save lives, expand the use of medical cannabis to reduce the use of dangerous prescription medicines and reduce additional deaths. The Applicant also possesses an extensive collection of patient data as part of a voluntary research clinic developed by some of the most highly qualified Pharmacists in the medical cannabis industry over a 3-year period in Pennsylvania. This prior knowledge of cannabis benefits as it relates to

condition, terpene and cannabinoid profiles and genetics of the plant, allow the Applicant to be able to target medicine.

An important component of our patient educational program in addition to educating on the science of the plant and its effects on our receptors and endocannabinoid system, is the responsible use of cannabis. Dr Pollack will be instrumental in training and conducting continued education for our employees and patients. In every state in which our leadership team currently operates a medical marijuana organization, we have a medical cannabis education center. These centers are a wonderful way to include patients and the community in the advancement of cannabis education. Responsible use is critical in tandem with the efficacy of the medicine. Dr. Pollock will train staff and educate patients on proper dosing, “slow and low” treatment, and the conditions in which a new patient should begin treatment. It is important for our patients to understand the effects of each type of cannabis, including CBD strains and low-THC and how it will affect their lifestyles. Our goal is to open an education center centrally located to our dispensaries once we select our next dispensary location, so that it is most convenient for Dr. Pollack and the team. The Applicant will host many educational programs.

In addition to your narrative response, supply as an addendum a copy of the medical director’s resume or CV. The medical director’s resume or CV does not count against the page limit

SCOTT POLLACK

3404 Brian Rd. S., Palm Harbor, FL, 34685 • (716) 983.1754 • pollacsm31@gmail.com

EDUCATION

Lincoln Memorial University – DeBusk College of Osteopathic Medicine Doctor of Osteopathic Medicine, Harrogate TN	July 2015 - May 2019
University of Vermont , Post Baccalaureate Pre-Medical Program Certificate Student, Burlington VT	August 2012 - May 2014
University of Phoenix , College of Arts and Sciences Bachelor of Science, Psychology	May 2009 - March 2011
University of Colorado at Boulder , College of Arts and Sciences Psychology	August 2005 - October 2008

RELEVANT PROFESSIONAL EXPERIENCE

DocMJ <i>Physician</i>	May 2021 – Current
HCA Healthcare/USF Morsani College of Medicine GME: Regional Medical Center Bayonet , New Port Richey, FL <i>Ophthalmology Resident Physician</i>	July 2020 - Current
HCA West FL GME Consortium/Regional Medical Center Bayonet Point , Hudson, FL <i>Transitional Year Resident Physician</i>	July 2019 - June 2020
Hematology, Renal and Genitourinary Systems Tutor , Harrogate, TN <i>Peer Tutor</i>	September 2016 - March 2017
Western New York Urology Associates , Cheektowaga, NY <i>Surgical Technician</i>	June 2014 - May 2015
Mission Pacific Coast Recovery Center , Laguna Beach, CA <i>Case Manager, Intensive Outpatient Program Coordinator</i>	June 2011 - July 2012

PUBLICATIONS

-
- Moumneh, K., **Pollack, S.**, Perich, M., and Perich, L. (2022). Combining Penetrating Keratoplasty with Deep Anterior Lamellar Keratoplasty to Mitigate Positive Vitreous Pressure Related Complications. *Submitted for publication*
- Eichenbaum, D., Duerr, E., Patel, H., and **Pollack, S.** (2018). Monthly versus Treat-and-Extend Ranibizumab for Diabetic Macular Edema: A Prospective, Randomized Trial. *Ophthalmic Surg Lasers Imaging Retina*; 49(11): 191-197.
- Fazzino, T., Rose, G., **Pollack, S.**, and Helzer, J. (2015). Recruiting U.S. and Canadian College Students via Social Media for Participation in a Web-Based Brief Intervention Study. *J Stud Alcohol Drugs*; 76(1):

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127-132.

PRESENTATIONS

Adams, B., Bakhtyari, M., **Pollack, S.**, and Desai, N. Isolated Ectopic Lentis: A Case of Late-Diagnosed Homocystinuria. Poster to be presented at Nova Southeastern University Dr. Kiran C. Patel College of Osteopathic Medicine Office of Graduate Medical Education (KPCOM-OGME) Student/Resident/Intern/Fellow Research Poster Competition; April 07, 2022.

Tedford, C., Montzka, D., Munk, M., **Pollack, S.**, Perich, M., Perich, T., Tedford, S., Croissant, C., Emmer, M., Cox, L., Brumage, S., Ruckert, R., and Perich, L. Improvement of Visual Function following Multi-wavelength Photobiomodulation with the Valeda Light Delivery System on Electroretinography (ERG) and Best Corrected Visual Acuity (BCVA) in Dry Age-related Macular Degeneration in the ELECTROLIGHT Study (Interim Analysis). Poster to be presented at: The Association for Research in Vision and Ophthalmology; May 20-21 2021; Virtual Conference.

Pollack, S. and Evans, C. Case Presentation of Syphilitic Uveitis with Posterior Findings. Poster to be presented at: American Osteopathic Colleges of Ophthalmology and Otolaryngology – Head and Neck Surgery; September 8-9 2018; Detroit MI.

Pollack, S. and Reynolds, J. Marginal Myotomy Surgeries as a Secondary Procedure: Are they Effective and Reliable? Poster to be presented at: Annual Buffalo Ophthalmology Symposium; June 8, 2018; Buffalo NY.

CERTIFICATION AND LICENSURES

Florida State License	Issued – June 24, 2019
Florida Physician Medical Marijuana License	Issued – April 21, 2021
New York State License	Issued – May 13, 2021
Advanced Cardiovascular Life Support	
American Heart Association	Issued – November 3, 2021
American Red Cross	Issued – June 9, 2021
Basic Life Support	
American Heart Association	Issued – June 9, 2021
American Red Cross	Issued – November 3, 2021

PROFESSIONAL ORGANIZATION MEMBERSHIPS

American Academy of Ophthalmology

American Osteopathic Association

American Osteopathic Colleges of Ophthalmology and Otolaryngology - Head and Neck Surgery

Student Osteopathic Surgical Association

Tennessee Osteopathic Medical Association

Subsection 4.9.3
Oversight

Describe the scope of the medical director’s responsibilities, supervision, and oversight over the activities of the licensed MMTC. In addition, describe your plans to ensure the MMTC has a medical director without lapse (i.e., if your medical director unexpectedly resigns). Lastly, provide an explanation of how your medical director will stay current and up to date on emerging science and best practices related to medical marijuana to ensure the MMTC’s products are appropriate and safe for qualified patients. (Maximum 60 raw points).

Subsection 4.9.3 – Oversight

Responsibilities within Boyetts

The Applicant's Medical Director, Dr. Pollack will be responsible for the education of the team and patients on HIPAA best practices, compliance, and cannabis education. He will collaborate with staff to set up protocols and assist in supervision of physician-patient interactions, dispensing organization, day-to-day activities, and ensure the company's mission statement and long-term goals are followed. Dr Pollack will also have supervision and oversight on the quality of product and product testing results and will work closely with the Head of Cultivation, Katherine Louise Oleson to ensure the strains cultivated are producing the cannabinoid and terpene profiles most needed in the product assortment.

Dr. Pollack will also identify holes in the assortment for specific medical conditions and make recommendations of future cultivated strains. The doctor will develop a patient survey for implementation of a voluntary patient study to track the efficacy of strains of cannabis with each qualifying medical condition. He will develop additional training manuals and guides building on the Company's already comprehensive program. Dr. Pollack will be responsible for the hiring of additional medical marijuana educators for our future Medical Marijuana Education Center(s). Our team has standalone medical marijuana education centers in the states where we currently operate in the medical cannabis space.

The Applicant intends to identify an initial location for an education center within 2 years. Dr Pollack will be tasked with developing a course curriculum for the center. Prior to opening our education center, Dr. Pollack will initially provide education programs to smaller groups with an emphasis on the older patient population. In addition to educational instruction and formation of additional educational programs, Dr. Pollack will have a leadership role in the organization,

especially with our team members. Our Applicant places a high value on the people who work for us. Dr. Pollack brings leadership and peer tutoring skills to Boyett Citrus Farmers. The Applicant will rely on him to oversee compliance within the facilities and related to the people. While we will have management in all facilities, Dr. Pollack will touch the entire organization in terms of training and mentoring. Cannabis is an industry which attracts younger workers and older patients. Dr. Pollack's knowledge and wisdom will ensure compliance throughout the organization because of his ability to lead a compliant organization.

To ensure that we are never without a Medical Director, Dr. Szabo agreed to function as a secondary Director to Dr. Pollack to ensure that our MMTC has a medical director without lapse. Should the Applicant be awarded a license to operate a MMTC, Dr. Szabo will be a great addition to the Company. Dr Szabo is medically licensed to practice as a physician in the state of Florida: OS15533; NPI: 1174056741 and DEA Licensed. Dr Szabo has extensive cannabis knowledge and will be added to the Company's structure should we be awarded a MMTC license. Dr Szabo's experience includes:

- Certified to prescribe medical marijuana in the state of Florida.
- Certified over 7,300 individual medical cannabis patients in the state of Florida from August 2018 → Present, as a Contracted Physician for DOC-MJ
- Medical Director of DOC-MJ
 - The largest physician group recommending to medical cannabis patients in the U.S. with over 25 offices between Florida and Ohio
 - Trained and taught over 50 Doctors on the use and standard of care in providing recommendations through Doc-MJ in the state of Florida and Ohio.

- Medical Director of Global Products Group, a vertically integrated Hemp CBD supplement White label, Wholesale and Private label company
 - Formulated and designed specific products in various routes, Tinctures, Gummies, Topical, Vape Products
 - Written literature and lead in research coordination
 - Lead Investigator of FDA laws when dealing with hemp cannabinoids and FDA approved monograph products
- Presented lecture, “Medical Marijuana Misconceptions” to Better Living for Seniors, Hillsborough, Quarterly Conference 2019, and St Petersburg General Hospital 2019
- Presented “Hemp CBD vs Cannabis CBD,” with Fluent Dispensary in Clearwater, Florida
- Authored/reviewed collaboration with MuV dispensary for patient educational series, “MuV Mondays with DOC-MJ.”

The Applicant will ensure that our Medical Director(s) are always current on the latest science and techniques by having them participate in active research projects throughout the country, taking continued education courses offered by the State or other Cannabis Regulatory bodies in legal medical marijuana states. There are a host of conferences throughout the country which focus on plant science and medical conditions including:

- **Florida Medical Cannabis Conference & Exhibition;** *FMCCE is for professionals wanting to learn about evidence-based cannabinoid medicine;* Orlando, FL; June 2-3, 2023.
- **Cann Med;** Investment & Innovation Summit; Marco Island, FL; May 15 – May 17, 2023.
- **MJ Biz Con:** Marijuana Business Conference is the largest, and most anticipated event of the cannabis business year. It will focus on the near future of the expanding Cannabis

industry, cutting-edge innovations, new technologies, and how cannabis businesses grow in a rapidly advancing market.; Las Vegas, NV; November 28 - December 1, 2023.

- **Canna Con South Cannabis Expo:** CannaCon features some of the world's best genetics, the latest in growing technology, extraction products, dispensary displays, POS Systems, Southern B2B businesses and more.; Richmond, VA; February 2024.
- **Benzinga Cannabis Capital Conference;** The world's largest cannabis investing, and finance event expands programming to address future of retail and crossover between mainstream and cannabis consumer products.; Miami, FL; April 2024.
- **MJ Unpacked;** MJ Unpacked is the only national event that highlights hundreds of cannabis consumer packaged goods (CPG) brands from around the country to connect and collaborate with retailers, manufacturers, and investors.; Midtown, NY; April 26-28, 2024.
- **Cannabis World Conference:** CWCB Expo is the premier cannabis business-to-business expo and conference on the East Coast. Attendees experience the potential of the market through educational sessions, innovative product displays, elite networking opportunities, and more.; NYC, NY; June 2024.

Subsection 4.9.4
Managing Conflicts of Interests

Describe your plan for ensuring that your medical director does not engage in behavior that creates, or may create, a conflict of interest with ordering physicians, including, but not limited to, kickbacks. (Maximum 20 raw points).

Subsection 4.9.4 – Managing Conflicts of Interests

The Applicant maintains a formal Conflict of Interest Policy (the “Policy”) to secure a proper business environment and promote ethical conduct. The Policy states that the Medical Director and all staff must conduct business in an ethical manner. No employee shall engage in any activity construed as direct competition to the Applicant. Additionally, neither the Medical Director and/or staff may accept financial gain through any activity related to the MMTC operation. Any relationship with other business entities must be within Florida state law and regulation. All employees, including the Medical Director, must sign a receipt of acknowledgment to attest that they will adhere to such Policy.

The Governing Board (the “Board”) is committed to conducting its business honestly, ethically, and in compliance with all applicable laws and regulations. The Board shall decide what constitutes a conflict of interest to the Applicant. Upon hire, all employees will be oriented to what constitutes a conflict of interest to the Applicant as defined by the Board. All employees suspecting a conflict of interest or questioning the ethics of a certain business relationship should report to their immediate supervisor. All employees are encouraged to report good faith concerns about violations of laws, regulations, and/or policies. Retaliation against an employee for making a good faith report of a potential legal or policy violation is prohibited and the violator may be subject to disciplinary action. Finally, the Board will continuously monitor and review all recommendations from industry professional organizations such as the AMA, ACP, and phRMA to revise standards to ensure that all staff, including the Medical Director, are in compliance with conflict of interest guidelines.

Subsection 4.9.5
Medical Director Acknowledgment and Certificate of Course Completion

Subsection 4.9.5 of your Application includes a certificate demonstrating your medical director's successful completion of the "Florida Physician Medical Marijuana Course." This is the Florida Medical Association's course for qualified physicians, not for MMTC medical directors.

Please provide a certificate demonstrating that your medical director, Scott Pollack, has successfully completed the 2-hour course for MMTC *medical directors* (currently titled, "Florida Medical Marijuana Course for MMTC Medical Directors"), as required by section 381.986(3)(c), Florida Statutes, and Subsection 4.9.5 of the Application Instructions.

Please see the requested Florida Medical Marijuana Course for MMTC Medical Directors for Dr. Pollack below.



Florida Medical Association

Certifies that

Scott Marshall Pollack

has participated in the enduring material titled

Florida Medical Marijuana Course for MMTC Medical Directors

on 5/31/2023 1:33 PM Eastern

and is awarded 2.00 AMA PRA Category 1 Credits™ (Enduring Material)

The Florida Medical Association is accredited by the Accreditation Council for Continuing Medical Education to provide continuing medical education for physicians.

The Florida Medical Association designates this enduring material for a maximum of 2.00 AMA PRA Category 1 Credits™ (Enduring Material)

Physicians should claim only the credit commensurate with the extent of their participation in the activity.



FORM 4: MEDICAL DIRECTOR ACKNOWLEDGMENT

I, Scott Pollack, have consented to be employed as the medical director for BOYETT'S CITRUS PACKERS, an applicant for MMTC licensure pursuant to section 381.986, F.S. I have successfully completed the 2-hour course and examination for medical directors offered by the Florida Medical Association or Florida Osteopathic Medical Association concerning the requirements of section 381.986, F.S. I understand and agree that, upon licensure by the Department, I am responsible for supervising the activities of the MMTC. I understand that if I knowingly make a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty, that I may be found guilty of a misdemeanor of the second degree, punishable as provided in sections 775.082 or 775.083, F.S.

Name (Printed):

Scott Pollack

Signature:



Florida MD or DO License #:

OS 17828

Section 4.10
Personnel

Subsection 4.10.1
Personnel Qualifications

Describe the organizational structure of your proposed MMTC; identify the persons you deem as necessary to the implementation of your cultivation, processing, dispensing, and security and accountability plans; and describe the qualifications of those persons. (Maximum 100 raw points).

Subsection 4.10.1 – Personnel Qualifications

Overview

The Applicant possesses a strong organizational structure due to its leaders and the type of workforce the Applicant seeks to create. Such workforce will create jobs in the Florida Medical Marijuana Market. There are various positions that the Applicant deems necessary for implementation of its cultivation, processing dispensing, and security and accountability plans (the “Necessary Positions”). Such Necessary Positions for corporate organization include a Medical Director, a Chief Executive Officer (CEO), a Chief Financial Officer (CFO), a Chief Operating Officer (COO), a Chief Cultivation Officer, a Director of Education & Marketing, a Head of Construction, a Chief Security Officer, and a Veterans Services & Community Outreach.

The Necessary Positions for cultivation include a Cultivation Manager, an Extraction Lab Manager, Cultivation Technicians, Trimmers and Packagers, and Lab Technicians. Additionally, the Necessary Positions for the dispensary include a Medical Director, a District Manager of Dispensary Operations, a Dispensary Manager, an Inventory Control Manager, an Assistant Dispensary Manager, and a Product Specialist/Patient Care Coordinator. All open positions will be fulfilled by hosting job fairs and community outreach.

Description of duties and responsibilities for Necessary Positions

Chief Executive Officer: Set the Applicant’s strategy and direction; Create and build the Applicant’s culture; Oversee and drive the team to achieve mutually agreed goal; Discuss Applicant’s financials and roadmap with potential investors if needed; Network and volunteer by sponsoring events and/or speaking at events; Perform philanthropic work; Donate money to charity.

Medical Director: Collaborate with the Director of Education to provide scientific updates to utilize for curriculum in Applicant's Education Center(s) for personnel, patient, and community educational programs; Conduct medical consultations and establish protocols for patient-facing interactions; Develop patient surveys to further examine the properties of strains in relationship to qualifying medical conditions; Hire staff for patient and community facing interactions in the Applicant's education center; Consult with CCO on strains, terpenes and cannabinoids to ensure cultivars are consistent with patient needs and holes in the market's assortment for specific formulations and conditions; and Mentor the dispensary team. The medical director will be responsible for the education of the team and patients on HIPAA best practices, compliance, and cannabis education. The medical director will work with staff to set up protocols and assist in supervision of physician-patient interactions, dispensing organization, day-to-day activities, and ensure the Applicant's mission statement and long-term goals are being followed.

Chief Financial Officer: Oversee all accounting, budget creation and forecasting, as well as audit functions; Oversee all financial statements, profit projections vs. actual financial achievement, and budgeted expenses to actual expenses; oversee adjustments to future projections and budgets; Analyze operations to identify areas in need of reorganization, downsizing, or elimination; Study long-range economic trends and projects their impact on future growth in sales and market share; and identify opportunities for expansion into new product areas.

Education and Marketing Director: Develop and implement training around cannabis, regulatory and compliance processes for personnel and patients in partnership with Applicant's Medical Director. Oversee marketing budget, merchandising team, promotions, brand design and advertising within applicable laws regarding advertising and minors and other restrictions and website maintenance; community events, donations, and initiatives.

Chief Operating Officer: Manage all human resources functions for the Applicant; Develop goals and harvest schedules for genetics, propagation, and cultivation and product development; Analyze assortment needs to meet market demand and scale production accordingly; Manage all buying processes from cultivation to dispensary facilities; Manage and train cultivation, processing, and dispensary teams; Update and improve SOPs to continually gain efficiency in production and remain in compliance with changing regulations; Supervise inventory management, audits and the Applicant's seed-to-sale software program, 119.071(3); Maintain a strong focus on improvement of quality, scale, and efficiency of operations and lead design needs for construction of all expanded operations.

Chief Security Officer: Provide security training to all newly onboarded team members and quarterly continued-education reviews with the team; Ensure security and accountability compliance; Recipient of any alarm/alerts from security company; Create call to action process; Manage the security services from outside vendor; Manage required monthly audits of all security equipment to ensure compliance of equipment; Supervise and monitor Security activities; Manage 3rd party security guards monitoring the Applicant's facilities; Coordinate with staff and Department regarding regulatory inspections (cameras, etc.); Provide camera footage upon request to the Department within 24 hours; Facilitate training on SOP's related to receiving of shipment with Security and alarms; Work with state, local and federal law enforcement agencies on investigations that involve the Applicant or any other needs the Department may have; Make available to the Department immediately upon request, any information, footage, equipment audit logs or any other information they require; Develop and implement employee security training in the areas of maintaining personal security in the workplace.

Head of Construction: Plan, facilitate and manage facilities construction projects according to approved project plan, deadlines, and budget; Perform resource planning and management; Assess potential process and flow changes due to project implementation; Identify future expansions dispensary locations; Lead vendor selection process, management, and documentation throughout all phases of the project.

Chief Cultivation Officer: Lead the cultivation and processing initiatives of the Applicant's operations; Lead, develop and cultivate the facility's personnel; Collaborate on harvest schedules with COO; develop technical and leadership skills of managers, instilling accountability; Direct strain development in collaboration with Medical Director; Development of genetic library; Lead the implementation of new cultivars, and calibrate the cultivation production schedule to meet sales objectives; Set data-driven performance goals for cultivation/harvest managers and teams; Troubleshoot all plant health issues, maintaining economic thresholds while upholding quality standards; Execute daily, weekly and monthly inventories; Conduct continuous research and development of best cultivation processes and operational efficiencies, improve existing SOP's and generate new ones to maintain streamlined production.

Veterans Services & Community Outreach: Plan, develop, and maintain outreach partnerships with Veterans organizations in the surrounding community; creating community outreach activities, protocols, and programs; Conduct outreach, educational, and research program/protocol materials and activities for use throughout the community; Collaborate with various Veterans organizations in promoting medical marijuana treatment, and develop strategies to help community members access services.

Human Resources Manager: The human resources manager will be responsible for the daily operations of an Applicant's human resource functions including recruiting, interviewing,

onboarding, payroll, and benefits management. A human resource manager will be very hands-on with staff supervision and personnel decisions and will be called upon to resolve workplace conflicts and enforce Applicant's policies.

Vice President of Cultivation & Extraction Operations: Oversee all aspects of the daily operations in the Cultivation and Processing operations.

Cultivation Manager: Manage the daily operations of the cultivation team including scheduling for Cultivation Technicians and Trimming Packagers.

Cultivation Technicians: Perform manual labor to support the operations within the Cultivation department, while abiding by laws, rules, policies, procedures, and operational guidelines.

Trimmers & Packagers: Responsible for all activities from the harvest through the final sale of the product.

District Manager of Dispensary Operations: Oversee the operations of all dispensaries; Responsible for the overall success of the stores by setting targets, supervising, and training store managers, ensuring regulations and standard operating procedures are followed, and working with management to set and attain short and long-term goals.

Dispensary Manager: Responsible for managing day-to-day operations of the dispensary; ensures compliance with State regulations and Applicant's policies, as well as ensures overall productivity of the dispensary.

Assistant Dispensary Manager: Responsible for managing day to day operations of dispensary teams including schedule management.

Inventory Control & Receiving Manager: Responsible for maintaining an accurate inventory in their dispensary; Drive sales through maintaining an up to date and stocked online and in-store menu.

Product Specialist/Patient Care Coordinator: Responsible for all patient interactions in the waiting area and dispensary.

The Applicant's retained employees:

Christina Visco - CEO: Psychology Major, Drexel University 1989–1991. Christina worked as a retail Department Manager, Store Manager, Assistant Buyer, Associate Buyer, and Buyer for five (5) different departments at Boscov's Departments Stores in Reading, Pennsylvania before transitioning to Accessories buyer at David's Bridal building, an established business from \$17 million to \$60 million in 6 years. In 2017, Christina was awarded a medical marijuana license in Pennsylvania, which licensed her three (3) retail stores. She was the first to open a dispensary in Pennsylvania and the only operator with all 3 stores open in 4 months and the only operator to open within the required timeframe. Visco was then awarded a dispensary license in Huntington, West Virginia which also operates under the Applicant's DBA, Terraleaf Dispensaries. She was also issued licenses to operate in New Jersey's and Ohio's medical markets, as well as Illinois's and Connecticut's Adult Use Market.

Molly Dunne - CFO: Elementary Education/Math Youngstown State University. Molly Dunne has been a retail/wholesale professional her entire career. Before entering the medical marijuana industry, Molly worked for 23 years as a successful merchandising professional for David's Bridal's chain of 300 stores. She held various roles and was Senior Vice President Head of Digital Marketing and planning at the time of her departure. She brought a disciplined approach to her role of Chief Financial Officer and oversaw the most successful and profitable dispensary group in the state of Pennsylvania. In this role, Molly created solid teams with strong working acumen. The experience Molly garnered for her lengthy tenure at David's Bridal has been leveraged along with her leadership skills to create financial and merchandising disciplines for Terraleaf.

Alayna Ryan - Marketing Director: Bachelor of Science Shippensburg University. Alayna is a medical marijuana marketing and education specialist with six (6) years of experience in the cannabis realm. As a leader in the industry, Alayna developed and executed the country's most successful marketing initiatives and physician participation in the Pennsylvania and West Virginia markets. Utilizing her strategic and analytical skills, Ryan's expertise spans beyond traditional marketing methods. She understands the importance of education, both online & patient facing and within the local community. Alayna's history of educating the public on subjects relating to registration in compliance with state guidelines, efficacy of marijuana medication, coordinating physician education materials on dosing guideline, forums and presentations are essential skills to help grow sustainable markets. Through her compassionate and thoughtful leadership, Alayna's commitment to education has helped build large patient and recommending physician populations within the United States.

James Lane - Chief Operating Officer: Bachelor of Arts/Marketing Morehouse College. James has wide variety of experience in the cannabis space. He has worked in dispensary leadership and advanced to Director of Merchandising & Operations for the top three (3) revenue producing dispensaries in the state of Pennsylvania. He consults for the cannabis industry on a strategic level as a functional subject matter expert on critical operational matters. He advanced to Vice President of Operations for a dispensing organization in West Virginia and is currently Chief Operating Officer for an infuser organization in the state of Illinois. James brings a well-rounded and full scope approach to all aspects of cultivating, processing, and dispensing medical marijuana with a particular focus on adherence to state mandated procedures and regulations.

Jeff Redding - Chief Security Officer: Criminal Justice at the University of Chicago. Jeff is a seasoned security professional with experience in all aspects of law enforcement including patrol,

narcotics, and internal affairs with the Chicago Police Department. Jeff worked as Commissioner of Safety and Security for Chicago with a concentration on Aviation Police Operations. Jeff transitioned into the private sector as a contract security professional uniquely focused on the cannabis industry in multiple states. He brings with him a dedication to adherence to regulations, safety, and law enforcement.

Jose Gonzalez - Head of Construction: Morgan Park Academy 1995. Jose started his own landscaping company while a junior in high school. His first commercial contract was with Humana Health Centers that same year. In 1996, Jose founded Speedy Gonzalez Landscaping Inc. which he has built into an enormously successful company positioning him to be one of the Applicant's financial backers.

Katherine Louis Oleson - Chief Cultivation Officer: BS Social Science & Education University of South Florida. Katherine was born on a 100-acre citrus farm in Spring Lake, Florida. Katherine's cultivation, packing, and retail experience spans her entire life as she was trained on the job from an early age. After Katherine and her husband James were married, the couple decided to operate the orchard and begin expansion efforts which included packing fruit for delivery. The volume of the farm started to increase rapidly under her leadership. To specialize in their retail assortment, Katherine had the foresight to identify small, independent cultivators with specialty citrus blends and created a unique, specialized citrus market for their company. Katherine will replicate her efforts by directing cultivation operations for the Applicant.

James Olsen - Veterans Service & Community Outreach: Graduate of Merchant Marine Beneficial Association. James is a Vietnam War Veteran who served as a Coast Guard Third Engineering Officer and was later stationed on the Joseph Lykes steamship, delivering supplies to Long bin Army base in Ho Chi Minh City. In 1974, James married Katherine, and he and his wife expanded

on the offering of their citrus farm by partnering with other growers to buy small, specialized lots to bolster their assortment to pack and ship direct to consumer, not only increasing their business but also supporting and promoting other small citrus farms.

Dr. Scott Pollack - Medical Director: Lincoln Memorial University, DeBusk College of Osteopathic Medicine (Doctor of Osteopathic Medicine), Harrogate TN, 2019; University of Vermont, Post Baccalaureate Pre-Medical Program ~ Certificate Student, Burlington VT, 2014; University of Phoenix, College of Arts and Sciences, 2011; University of Colorado, Boulder College of Arts and Sciences ~ Psychology, 2008. Experience: DocMJ, recommending medical marijuana doctor 2021- present; HCA Healthcare/USF Morsani College of Medicine GME Regional Medical Center Bayonet ~ Ophthalmology Resident Physician 2020-Present; HCA West FL GME Consortium/Regional Medical Center ~ Transitional Year Resident Physician 2019 – 2020; Hematology, Renal and Genitourinary Systems Tutor, Harrogate, TN ~ Peer Tutor 2016 – 2017; Western New York Urology Associates, Cheektowaga, NY ~ Surgical Technician 2014-2015; Mission Pacific Coast Recovery Center, Laguna Beach, CA ~ Case Manager, Intensive Outpatient Program Coordinator – all additional relevant experience in subsection 4.9.1 and 4.9.2.

The Applicant will complete hiring and training to fill the remaining necessary positions required to implement the cultivation, processing, and dispensing operations. Recruitment and staffing teams will adhere to the required guidelines as established by the State. The timeline associated with hiring will be introduced in three phases.

First Phase: Human resources receives resumes and conducts the first round of screening applications and identifies candidates that match the expected job profile. Human resources then schedules the first round of screening interviews and evaluates candidates. Applicants under the age of 21 are not considered for employment.

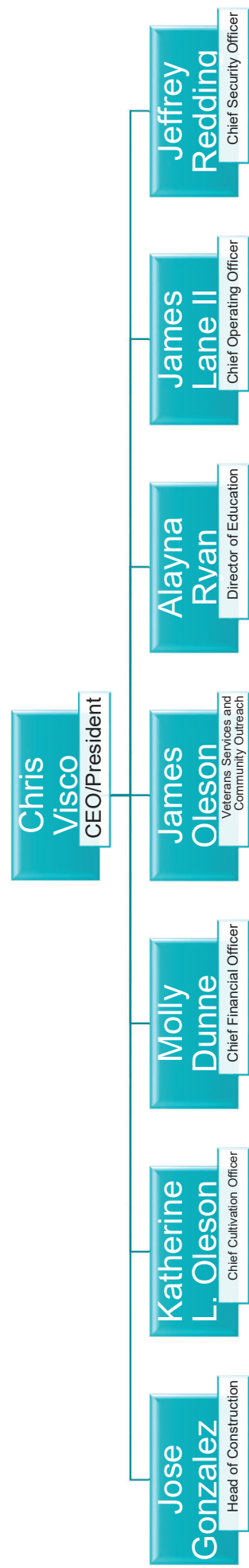
Second Phase: This phase includes candidates who successfully move past Phase 1 interviews with the leadership team. Human resources will work with leadership to identify the most qualified candidate(s) and will provide a conditional offer of employment pending successful completion of reference checks, background checks, fingerprint background checks, and a successful Registrant license issued by the state.

Third Phase: Human resources will then manage the remaining steps in the hiring process to ensure all new hire paperwork has been completed and all documents required by the State have been submitted. Employees must carry on their person, or display, their state issued identification card while performing any functions including dispensing of medical marijuana to patients.

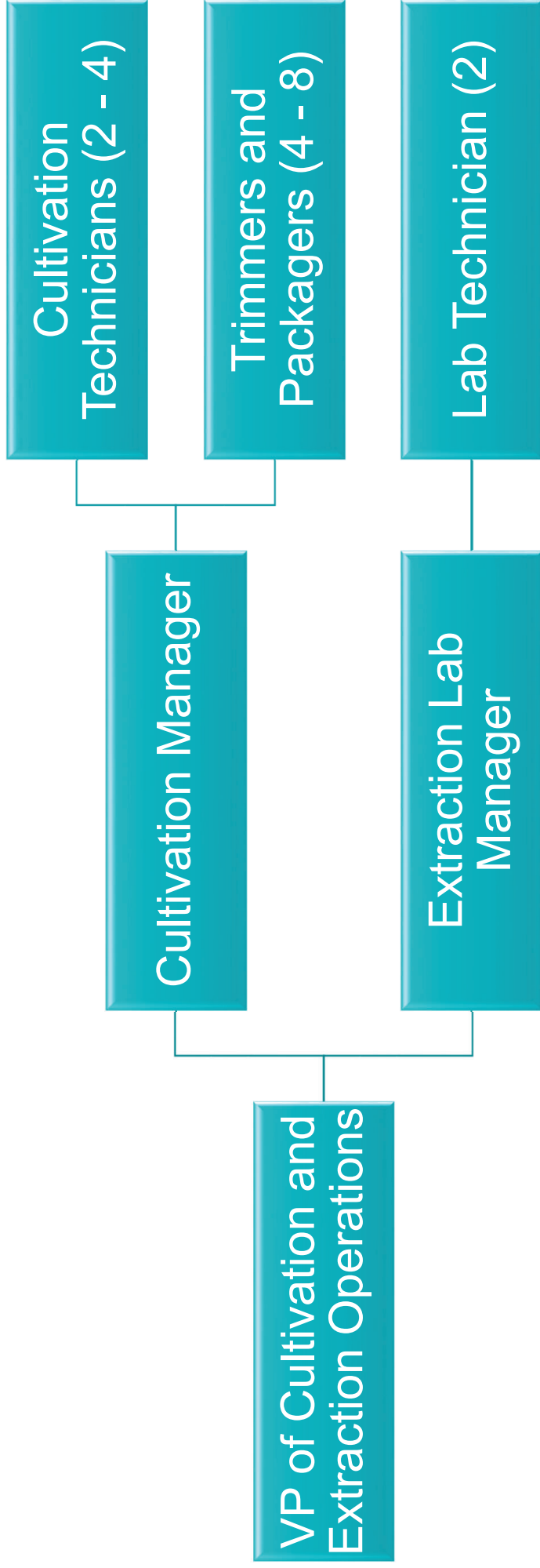
If an employee is terminated at any time during their tenure with the cultivation, processing or dispensary organization, the Applicant shall notify the department within five (5) business days of a registrant's termination of employment.

Boyett Citrus Packers

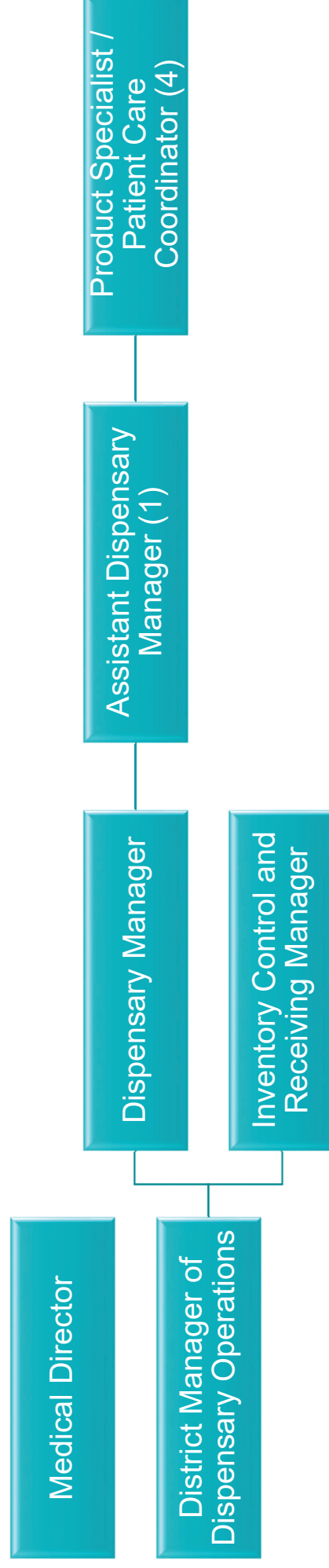
Organizational Structure



Cultivation and Processing Structure



Dispensary Structure



Organizational Structure – outsourced

Security

- Main Line Protection Services

Information Technology

- Information Technology System Administrators

Payroll

- Vensure Employer Services
- GreenLeaf Payroll

Accounting Practices

- Lynn, Gottschalk and Company, LLC

Subsection 4.10.2
Drug-Free Workplace

**Describe your plan to implement and maintain an alcohol- and drug-free workplace.
(Maximum 40 raw points).**

Subsection 4.10.2 – Drug-Free Workplace

The Applicant has a commitment to create a safe and productive work environment. Alcohol and/or drug abuse poses a threat to the health and safety of employees and to the security of the Applicant's equipment and facilities. The Applicant will assist employees who voluntarily seek help with drug and/or alcohol problems before becoming subject to disciplinary action or termination under this or other policies. Employees may be required to document that they are successfully following a prescribed treatment, and may be required to take, and pass, follow-up drug tests.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must consult with their doctors about the medications' effect on their fitness for duty and ability to work safely, and must promptly disclose any work restrictions to their supervisor.

Whenever employees are working, operating any vehicle, are on the Applicant's premises, or are conducting Applicant-related work offsite, employees are prohibited from using, possessing, buying, selling, manufacturing, and/or dispensing illegal drugs. The Applicant will not allow employees to perform their duties while taking prescribed medication that adversely affects their ability to perform their job duties safely and effectively. Employees taking prescribed medication must carry it in a container labeled by a licensed pharmacist or be prepared to produce such container if requested. Employees are subject to testing based on observations made by at least two members of management of apparent workplace use, possession, and/or impairment. Management must document the specific observations and behaviors that create a reasonable

suspicion of alcohol and/or drug abuse. Human resources or management should be consulted before sending an employee for testing.

When an alcohol and/or drug test (the “test”) is warranted, both management and human resources will meet with the employee to discuss management’s observations and their reasoning behind the required test. Such test must be administered within two (2) hours of notice to the employee. Refusal to undergo a test by an employee will be treated as a positive drug test result and will result in the immediate termination of employment of such employee. A member of the management team must arrange for the employee’s transportation off the premises.

Employees are subject to testing when they cause or contribute to accidents that seriously damage a vehicle, machinery, equipment, or property, or that result in an injury to themselves or another employee requiring offsite medical attention. If the employee refuses to be tested and the Applicant believes the employee is impaired, the Applicant will prohibit the employee from driving off the premises.

Records and information relating to positive drug/alcohol test results will be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim, or other legal proceeding initiated by or on behalf of an employee or Applicant.

The Applicant does not desire to intrude into the private lives of its employees but recognizes that employees' off-the-job involvement with drugs and/or alcohol may have an impact on the workplace. The human resources director is responsible for policy interpretation, administration, and enforcement of the Applicant’s drug use policy.

Subsection 4.10.3
Personnel Training

Describe your plan to train employees concerning compliance with section 381.986, F.S., and Department rules. (Maximum 60 raw points).

Subsection 4.10.3 – Personnel Training

The Applicant's Personnel Training Program (the "Program") is a comprehensive curriculum of protocols, guidelines, and tools designed to provide new employees with the necessary knowledge and skills required to perform the duties of each role. The Program encompasses duties and functions, cannabis science, specific product and form information, patient confidentiality, patient education, collection of patient information and adherence to Section 381.986, FS and Department Rules.

The Applicant is dedicated to the well-being of its patients; it is committed to providing excellent patient care, adhering to its policies, and being 100% compliant with all state laws and regulations. The Applicant plans on giving back to the community in which it operates and plans to act with the utmost integrity and compassion, as it is at the heart of the Applicant's mission. The Applicant believes that treating others with compassion, dignity, and respect is its number one priority. In addition to the Program, the Applicant will offer much cannabis related educational programs free of charge in its education center once constructed. The education center will also be used to implement the Applicant's Program which will allow its new hires to be trained in a mock dispensary environment. In doing so, new hires will learn to use **119.071(3)**, the Applicant's seed-to-sale software platform in sandbox mode to become proficient with current protocol of safely dispensing medicine.

Personnel Training Program

The Program will contain the following information:

- The qualifying age to obtain a medical marijuana card is 21, except when with an approved authorized caregiver
- The qualifying conditions for obtaining a medical marijuana card
- The process for obtaining a card in order to educate prospective patients,
- Explanation of State Cannabis Laws and how they dictate compliant store operations;

- HIPAA compliance
- Security protocols including active shooter and emergency situations
- OSHA compliance
- Description of all duties and roles;
- Making accurate product recommendations based on terpene profiles and desired symptom relief;
- Description of the endocannabinoid system and how cannabis binds to receptors;
- Understanding the different cannabis products available in the state and the regulations surrounding those products;
- How to educate patients on how each available form of medicine is made and how the process affects the quality;
- Terpene training and how they affect the effects of the medicine;
- Discussion of cannabis growth and production cycles;
- How to adhere to patient confidentiality;
- How to properly collect patient information;
- How to employ the therapeutic application of all products while working with a diverse array of patients;
- Regulatory compliance, including the legal requirements to dispense marijuana to qualified patients;
- The use of medical marijuana by minors is unlawful
- How to properly label, read, and understand test results, data collection processes and procedures and the regulations surrounding them
- How to package correctly; exit bag requirements
- How to recognize state-issued Identification Cards;
- How to utilize state regulated seed to sale system.

The Applicant has developed comprehensive training and retraining programs for employees to ensure patient-focused care and compliance-oriented operations. All employees must have a minimum of 120 hours of training, followed by review processes to ensure they are trained properly to better provide for its patients. All employees, even those who are not directly patient-facing, receive the same level of training so they are prepared to assist patients and caregivers at any time. All operational expectations are taught and reviewed in the Program.

Procedures for safely dispensing medicinal marijuana are paramount to providing the best experience for patients and caregivers. To dispense medicinal marijuana safely, employees must have a thorough understanding of every aspect of the plant, the products made from it, and their potential effects. Many medical marijuana patients and caregivers are unaware of the medicine's components and must learn about it to thoroughly understand the differences between products and their potential therapeutic applications. It is important that both the personnel and the patients understand the "slow and low" principle of initial dosing. Because the Applicant's priority is patient focused care, its employees are trained to educate and listen to its patients. First time cannabis users are offered private consultations with Applicant's product specialists and its Medical Director. The Applicant and its employees are careful to understand patients' unique symptoms and provide ample instruction on dosing.

The Applicant also instructs its employees to ask questions about a patient's lifestyle. Patients beginning a cannabis treatment should begin dosing when they are home and travel is nonessential. As with all medicine, symptoms differ from person to person. Responsible use and safety are at the forefront of both employee and patient training. The Applicant's training includes information about the plant including plant anatomy, plant types, growth cycle, the harvest process, and production. By learning about the medicine, employees can make product recommendations based on qualifying conditions and desired symptom relief, as it requires a deep understanding of how cannabis affects people on a cellular level.

The Applicant's training dives into the function and role of the endocannabinoid system, including information on specific cannabinoids, terpenes, and other chemical components in the cannabis plant, and how they interact with the human body. This includes but is not limited to oral lozenges, topical formulations, transdermal form, sublingual form, tincture form, and edible forms

including pills, tablets, capsules, drops or syrups, oils, and chewable forms. Staff are taught that the edible forms made available to minor patients shall be limited to forms that are medically appropriate for children, including pills, tablets, capsules, chewable forms, drops, oils, syrups, and other liquids. The training plan includes information on how each form is manufactured.

Personnel training covers all the qualifying conditions and the importance of reviewing any physician or health care professional recommendations and/or limitations before making a new product recommendation. The Applicant empowers its employees to communicate with physicians and health care professionals about any recommendations or instructions so patients may be provided with the best care. The Applicant's employees are required to complete a workbook to assess comprehension of the information presented to them through the Program.

In collaboration with store leadership, employees will undergo multiple continued training courses throughout the year. Inventory procedures will be covered during the Shadow Period. Employees are trained to complete daily, monthly, and annual inventory audits in addition to other inventory tasks. This cross-training provides all employees with a complete understanding of compliant packing and labeling and ensures accurate monitoring of medical marijuana products. Once hired, and again during continued training modules, staff will be trained in identifying and effectively managing compliant and non-compliant packaging and labels. Employees are to inspect all packages to confirm the presence of a safety insert and a label that describes directions for use, warnings, and other essential information. Staff is also to confirm the presence of a barcode that identifies the product's lot, which allows for accurate scanning of each medical marijuana package into the electronic tracking system. Employees should also be able to properly handle and quarantine medical marijuana packages that lack a compliant label. Additionally, staff will be trained to ensure that all patients and caregivers are provided with the state mandated safety insert.

Each package shall include a patient insert with information on the specific product dispensed, including information such as:

- Clinical pharmacology;
- Indications and use;
- Dosage and administration;
- Dosage forms and strengths;
- Contraindications;
- Warnings and precautions;
- Adverse Reactions

The Program will focus on how to dispense active, valid orders for low-THC cannabis, medical cannabis and cannabis delivery devices issued pursuant to 381.986, Florida Statutes. The Program will train new on the state requirements related to patient confidentiality, as well as The Health Insurance Portability and Accountability Act (HIPAA). This will ensure patient confidentiality and it will set the standards for protecting sensitive patient data. Collection of patient information during all interactions will be kept confidential in the state mandated electronic tracking system. The Applicant will ensure that all security and network protocols are in place and followed.

All employee security and accountability policies will be covered in the training provided by the Chief Security Officer. This section includes a disaster plan with procedures to be followed in case of fire or other emergencies. Personal safety and crime prevention techniques will also be taught. The Applicant believes that a highly trained and trustworthy staff is the key to the prevention and detection of any unlawful activity. Employees must be alert and aware of any potential dangers to themselves, their coworkers, and especially our patients and caregivers. The Applicant will not allow principal officers, directors, owners, board members or employees to begin working at the registered dispensary before all required training is completed, including all state-mandated training courses. The Applicant is committed to providing a safe and supportive work

environment. The Applicant has developed a written alcohol, drug-free and smoke-free workplace policy that all employees are to be trained in and agree to at the time of hire. The Applicant will maintain a contract with a Treatment Center-based employee assistance program and will provide opportunities for assistance to any employee with a substance abuse problem. All employees are assessed through utilization of standardized operational competencies conducted by the Store Manager, in conjunction with the Education Coordinator, at the conclusion of the Shadow Period. Additionally, each employee will be assessed through formal reviews at 30, 60, and 90 days as well as an annual review thereafter. All employees are also required to review the entire training curriculum once per year and are responsible for completing the accompanying Workbook. Throughout the year, all employees must attend Continuing Education Modules which are developed in-house by the Education Coordinator and conducted by Store Management.

The Program will include a shadow period which allows new employees to run through the curriculum covered in the Program. This phase of training offers insight into best practices and develops an implementation plan for the initial on-board training. At the conclusion of the shadow period, new employees will be able to execute all tasks related to dispensing operations in accordance with Section 381.986. Managers will observe new-hires work over several shifts to ensure that new employees are proficient in all dispensary standard operating procedures. Coaching and retraining will take place during the shadow period to ensure that all new employees complete the Program with a comprehensive understanding of their duties in accordance with to 381.986, Florida Statutes. Additionally, the Applicant will require each new employee to undergo specific training seminars, sessions, and classes throughout the first year of employment. Continued trainings will be developed by our Medical Director and Director of Education and in collaboration with store leadership.

Section 4.11
Diversity Plan

Subsection 4.11.1
Diversity Plan

Describe your plan to promote and ensure the involvement of minority persons and minority business enterprises, as defined in section 288.703, F.S., and veteran business enterprises, as defined in section 295.187, F.S., in ownership, management, employment, and contracting. (Maximum 60 raw points).

Subsection 4.11.1 - Diversity Plan

Current Diversity of Organization

The Applicant will position itself in the marketplace to encourage and promote a diverse staff and culture at its facilities. The Applicant is committed to promote and ensure the involvement of minority persons and minority business enterprises, as defined in section 288.703, F.S., and veteran business enterprises, as defined in section 295.187, F.S., in ownership, management, employment, and contracting. In doing so, the Applicant expects to continue its history of diverse hiring as demonstrated in its other cannabis businesses, where multiple licenses were obtained via social equity, and where the Applicant's ownership not only includes minorities, but also gives a significant amount of equity (51% and 65% respectively) away to low-income and minority partners. As illustrated below, the Applicant brings a diverse ownership and management team to the Florida Medical Cannabis Market, including a veteran, James Oleson who will work as the Applicant's Veteran's Service's Coordinator and will collaborate with veteran organizations to recruit veterans.

Current Diversity Chart Ownership (over 5%)

	Female		Male		Minority		Veteran		Total
Ownership equity %	2	50%	2	50%	1	25%	1	25%	4
Management	2	50%	2	50%	2	50%	0	0%	4
Employees	0	0%	0	0%	0	0%	0	0%	0
Medical Advisors	0	0%	2	100%	0	0%	0	0%	2
Total	4	40%	6	60%	3	30%	1	10%	10

Diversity Goals for Organization

	Female		Male		Minority		Veteran		Total
Ownership equity %	2	50%	2	50%	1	25%	1	25%	4
Management	2	50%	2	50%	2	50%	0	0%	4
Employees	15	50%	15	50%	15	50%	4	13%	30
Medical Advisors	1	33%	2	67%	1	33%	0	0%	3
Total	20	49%	21	51%	19	46%	5	12%	41

The Applicant is a diverse business steeped with the values of inclusion, heterogeneity, and the belief that combining the skills of a multicultural team provides for a comprehensive pool of talent. Diversity forms an integral part of the Applicant, and is at the core of its values as the Applicant is comprised of women and minority owners from different backgrounds. From ownership to management, employment, and contracting opportunities, the Applicant is the definition of diversity. Equal opportunity is the law to many, but for the Applicant, it is an absolute.

The Applicant's goal for diversity is to ensure that the business reflects the diversity of the neighborhoods which are currently 20% diverse. It is important that everyone feels represented in the business. To ensure the Applicant can identify diverse, qualified applicants, the Applicant will host job fairs in different neighborhoods and plans on working with local universities and veteran organizations.

The Applicant will continue to review the diversity of the markets in which it operates to ensure that its diversity goals keep up with the changing landscape of the neighborhoods. In auditing the Applicant's goals, metrics, and employment diversity, the Applicant's human resources professionals will continue to ensure the Applicant meets and/or exceeds its diversity plan as an MMTC such that, at the time of renewal, the Applicant will be able to demonstrate the effectiveness of its diversity plan as required by section 381.986(8)(b)10., F.S.

Not only does the Applicant intend to employ a diverse workforce, but all of its employees will receive bonuses and profit sharing in the Applicant. the Applicant's ownership is a combined 100% minority and women owned business. The Applicant has already assembled a talented and diverse team of experienced agricultural, cannabis, retail, and wholesale professionals.

The Applicant's Chief Executive Officer's (CEO) passion for social justice reform has given her a strong voice in the cannabis industry to bring people together to unite for justice in this

racially driven discrimination. She has spoken on many panels regarding diversity and inclusion in employment and continues to be an advocate for all disadvantaged communities.

In accordance with Sec. 288.703 F.S., the Applicant will promote the involvement of minority persons who are lawful, permanent residents of Florida, including African Americans, Hispanic Americans, Asian Americans, Native Americans and American women, and minority business enterprises and veteran business enterprises, domiciled in Florida in the operation of its MMTC. The Applicant will maintain employment records that reflect recruiting activities, the number and characteristics of employees, and their internal employment practices, such as hires, transfers, promotions, compensation decisions, and terminations. This includes maintaining applicants' voluntary self-report form on race, ethnicity, and veteran, veteran-disabled, and disability status.

Equal Employment Opportunity Policy Statements

The Applicant's Human Resource policies and practices are reviewed with a diversity lens. Equal Employment Opportunity ("EEO") policies will be included in all Human Resource documents and employee handbooks. These policies will be reviewed with staff by the Applicant's Diversity and Inclusion Human Resource Managers during new hire orientation and will be reinforced in management and supervisory training. Job vacancies and employee bulletin board postings will contain the designation "EEO/AAP," indicating to jobseekers that the Applicant is committed to diversity, equal employment opportunity, and affirmative action.

It is the Applicant's policy to take affirmative action to ensure that applicants are employed without negative regard to their gender, race, veteran status, veteran-disability status, disability status, religion, sexual orientation, gender identification, socioeconomic status, or national origin.

This includes the employment practices of recruitment, hiring, promotion, demotion, transfer, layoff, termination, wages or other compensation, and participation in training.

Efforts to Recruit Minorities, Veterans and Women

- Job fairs strategically placed in minority areas.
- Outreach to local universities and community colleges
- Outreach to minority organizations, including South Florida People of Color and The Florida Diversity Council and others.
- Outreach to women's groups including breast cancer organizations.
- Outreach to veteran's groups including VFWs, American Legion, and others.
- Advertisements for recruitment will be in commuter papers, religious organizations as applicable, college job boards and all aforementioned organizations' newsletters.

Diverse 3rd Party Contractors

The Applicant's main focus when contracting with 3rd-party companies is diversity. To that end, the Applicant sources contractors through WBE, women certified businesses, and MBE, minority certified businesses and veteran owned businesses. The Applicant is committed to ensuring that 3rd party contractors will be represented by as many veterans, minorities, and/or women, including MBE certified and WBE vendor certified companies, as often as possible.

Other 3rd Party contractor opportunities for minorities and/or women owned businesses which arise out of the cannabis operations include: security companies, cleaning companies, maintenance contractors, insurance brokers, real estate professionals, construction contractors, printers, uniform suppliers, marketing professionals, office supply companies, accessories vendors, promotional products, and others.

Subsection 4.11.2
Implementation of Diversity Plan

Describe how you intend to implement your proposed diversity plan and identify the steps you have taken, if any, to implement the plan. (Maximum 60 raw points).

Subsection 4.11.2 – Implementation of Diversity Plan

Overview

The Applicant understands the importance of leveraging its diverse and inclusive workforce to achieve superior customer service, compassionate care, community outreach, and education. The Applicant believes that developing a diverse culture and talented workforce is an important part of its success. The Applicant's goal is to attract and retain the best, brightest, and most qualified workers from diverse backgrounds, including minorities, veterans, and women. Additionally, the Applicant is committed to contracting woman, minority, and veteran owned businesses to support its operations. We have already identified our diverse contractors for the buildout of our facilities.

The Applicant has set parameters for employment which fulfill all required labor laws as referenced throughout the application. The Applicant believes that good business practices begin and end with its employees. The Applicant maintains union neutrality practices, employs a diverse group of individuals, and is 75% minority and woman owned. Furthermore, the Applicant offers compensation and benefits which greatly exceed those offered by most businesses, specifically other cannabis organizations throughout the country. The Applicant seeks diversity in ethnicity, veterans, age, sex, and sexual orientation because it believes wholeheartedly that a business should represent the community it serves.

Oversite and Implementation

Applicant's legal counsel, a first-generation Filipino American, will lead the implementation and monitoring of employment practices and diversity goals. Such counsel has been a leader in diversity in the legal profession, having served as President of the Asian Pacific American Bar Association of Pennsylvania and the National Asian Pacific American Bar Association which serves as a voice for over 70,000 Asian American lawyers. He also currently

serves on Comcast NBC Universal's external Joint Diversity Council and as the General Counsel to the Minority Corporate Counsel Association.

In addition to Applicant's legal counsel, the Applicant's employment attorney is the Chairman of his law firm's labor and employment department, founder of his firm's Diversity Committee, and is a member of the firm's management committee. He has served on the Philadelphia Commission on Human Relations by mayoral appointment, sits on the board of the Philadelphia Bar Association, and is part of the Homeless Advocacy Project.

The Applicant has already implemented the following policies, metrics, and procedures for protecting its diversity plan and ensuring a seamless implementation:

- Quarterly diversity audits with action items
- EEO Policy Statements
- No Tolerance Discrimination Policy
- Affirmative Action Plan "AAP"
- Internal employment practices
- Employee handbook communicating the aforementioned policies.
- Employee training program which includes the above practices

To further increase oversight, in addition to our Diversity and Labor Counsel, the Applicant will employ human resource professionals to ensure the Applicant's diversity and inclusion goals are implemented, monitored, and audited. Their responsibilities, which were adapted from a job description recommended by the U.S. Department of Labor, include the following:

- Overseeing hiring and staffing of the Applicant to ensure the company is meeting its diversity goals.

- Developing or refining EEO policy Statements, affirmative action programs, and internal and external communication procedures
- Identifying EEO/AAP problem areas and developing their solutions
- Designing and implementing an internal audit and reporting system to:
 - Measure effectiveness of Applicant's EEO/AAP
 - Determine the degree to which AAP goals and objectives are met.
 - Identify any need for remedial action.
- Keeping the Applicant's upper management informed of equal opportunity progress and reporting potential problem areas through quarterly reports.
- Reviewing Applicant's Affirmative Action Plan for qualified minorities, women, veterans, and veteran-disabled with all managers and supervisors at all levels to ensure that the policy is understood and is followed in all personnel activities.
- Auditing the contents of the Applicant's communications and training materials to ensure compliance information is posted and up to date.

The Applicant's EEO policies and practices, adapted from those recommended by the U.S. Department of Labor, as well as the Applicant's own value-based practices include:

- Employee compensation to be commensurate with experience and performance and never based on gender, race, religion, age, disability, gender identification, sexual orientation, socioeconomic status, or national origin.
- Employee recruiting sources to be informed of the Applicant's commitment to provide equal employment opportunities to diverse individuals and groups.
- Internal employment practices that have been developed to implement the Diversity Plan.

- EEO policies to be communicated to all employees within employee handbooks, this formal Diversity Plan, or policy, and statement, and the Applicant's AAP, described below.
- Employees are reminded and retrained at least annually of the Applicant's commitment to equal employment opportunity for all persons.
- Employment records of all employees will be reviewed on a regular basis to determine the availability of promotable employees.
- The Applicant to engage in recruitment at educational institutions with substantial enrollments of students from various diverse groups.
- Community, minority, ethnic, and religious media may be used for employment advertising.
- Reasonable accommodations to the religious observances and practices of employees or prospective employees will be made.

Community, minority, religious, and ethnic organizations will be consulted as needed for advice, education, technical assistance, and referral of potential employees as necessary to implement these practices.

The Organization's nonprofit to protect the victims of the war on drugs.

As further evidence of the Applicant's commitment to diversity and inclusion, in 2019, the CEO established the non-profit 501(c)3, The VOWD Project, which is an advocacy group which assists with expungements and workforce development.

Section 4.12
Certified Financial Statements and Available Funding

Subsection 4.12.1
Certified Financial Statements

Provide annual certified financial statements for the applicant's most recent fiscal year. Certified financial statements must be prepared in accordance with U.S. Generally Accepted Accounting Principles (GAAP) and audited in accordance with U.S. Generally Accepted Auditing Standards (GAAS) by a Certified Public Accountant, licensed pursuant to Chapter 473, F.S., or licensed by another state. (Maximum 100 raw points).

BOYETT GROVE

Financial Statements
For the year ended December 31, 2022
(With Independent Auditors' Report Thereon)

BOYETT GROVE
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AS OF AND FOR THE YEAR ENDED DECEMBER 31, 2022

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CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT AUDITORS' REPORT

To the Partners
Boyett Grove

Opinion

We have audited the accompanying financial statements of Boyett Grove (the "Company"), which comprise the balance sheet as of December 31, 2022, and the related statements of operations, partners' capital, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Boyett Grove as of December 31, 2022, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Boyett Grove and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Boyett Grove's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Boyett Grove's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Boyett Grove's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Lee & Niede LLP

Lee & Niede LLP
April 20, 2023
Miami, FL

BOYETT GROVE
BALANCE SHEET
DECEMBER 31, 2022

The accompanying notes are an integral part of this financial statement.

ASSETS

Current Assets:

Cash and cash equivalents	\$ 12,211
Accounts receivable	947
Inventories	<u>5,000</u>
Total Current Assets	18,158

Non-Current Assets:

Property and equipment, net	<u>30,278</u>
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Total Assets	<u>\$ 48,436</u>
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LIABILITIES AND PARTNERS' CAPITAL

Current Liabilities:

Accounts payable	\$ 8,691
Accrued property taxes	<u>27,711</u>
Total Current Liabilities	36,402

Partners' Capital:

Total Liabilities and Partners' Capital	<u>\$ 48,436</u>
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BOYETT GROVE
STATEMENT OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2022
The accompanying notes are an integral part of this financial statement.

Sales	\$ 227,053
Cost and Operating Expenses	
Administrative and general	3,178
Advertising and promotion	1,891
Automobile expenses	11,614
Depreciation expense	3,468
Insurance, taxes and licenses	16,861
Lease expense	8,229
Operating costs	126,286
Professional fees	175
Property operation and maintenance	19,723
Property taxes	13,396
Utility costs	29,242
	<u>234,063</u>
Net Loss	<u>\$ (7,010)</u>

BOYETT GROVE
STATEMENT OF PARTNERS' CAPITAL
FOR THE YEAR ENDED DECEMBER 31, 2022
The accompanying notes are an integral part of this financial statement.

Partners' capital at the beginning of the year	\$ 28,856
Partners' contributions	41,279
Partners' withdrawals	(51,091)
Net loss for the year	<u>(7,010)</u>
Partners' capital at the end of the year	<u><u>\$ 12,034</u></u>

BOYETT GROVE
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2022
The accompanying notes are an integral part of this financial statement.

Cash flows from operating activities:

Net loss	\$	(7,010)
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Adjustments to reconcile net loss to net cash provided by operating activities:

Depreciation expense	\$	3,468	
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Changes in operating assets and liabilities:

Increase in accounts receivable		(338)	
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Increase in accounts payable		8,691	
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Increase in accrued property taxes		263	12,084
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Net cash provided by operating activities			5,074
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Cash flows from financing activities:

Partners' contributions		41,279	
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Partners' withdrawals		(51,091)	(9,812)
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Net decrease in cash and cash equivalents			(4,738)
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Cash and cash equivalents at the beginning of the year			16,949
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Cash and cash equivalents at the end of the year	\$		12,211
--	----	--	--------

BOYETT GROVE
NOTES TO FINANCIAL STATEMENTS
AS OF AND FOR THE YEAR ENDED DECEMBER 31, 2022

1 NATURE OF OPERATIONS

Boyett Grove (the “Company”), was formed as a general partnership for the purposes of selling fresh fruits, souvenirs, and providing amusement park services. All operations of the Company are in the Central Florida area.

2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Use of Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America (“U.S. GAAP”) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Management periodically evaluates estimates used in the preparation of the financial statements for continued reasonableness. Appropriate adjustments, if any, to the estimates used are made prospectively based upon such periodic evaluation.

Material estimates that are particularly susceptible to significant change relate to the evaluation for impairment of tangible assets, useful lives of long-lived tangible assets, depreciation and salvage values, and the realizability of accounts receivable. Due to the inherent uncertainty involved in making estimates, actual results reported in future periods could differ from these estimates.

Cash and Cash Equivalents

The Company considers all highly liquid investments purchased with a maturity of three months or less at acquisition as cash and cash equivalents. The Company deposits cash with financial institutions which management believes are of high credit quality.

Sales

Sales of the Company consist primarily of fresh fruit sales, souvenir sales, and amusement park entry sales.

Revenue Recognition

For contracts that are within the scope of Financial Accounting Standard’s Board (“FASB”) Accounting Standard Codification (“ASC”) 606, the Company performs the following five steps: (1) identify the contract(s) with a customer; (2) identify the performance obligations in the contract; (3) determine the transaction price; (4) allocate the transaction price to the performance obligations in the contract; and (5) recognize revenue when (or as) the entity satisfies a performance obligation.

Revenue is measured based on consideration specified in a contract with a customer, and excludes any sales incentives and amounts collected on behalf of third parties. The Company recognizes revenue when they satisfy a performance obligation by transferring control over service to a customer.

The Company’s unit of accounting for revenue recognition is a performance obligation included in the customer contracts. A performance obligation reflects the distinct service that the Company must transfer to a customer. At contract inception, the Company evaluates if the contract should be accounted for as a single performance obligation or if the contract contains multiple performance obligations.

2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition (Continued)

In some cases, the Company's contract with the customer is considered one performance obligation as it includes factors such as whether the service being provided is significantly integrated with other promises in the contract, whether the service provided significantly modifies or customizes another service or whether the service is highly interdependent or interrelated. If the contract has more than one performance obligation, the Company determines the standalone price of each distinct service underlying each performance obligation and allocates the transaction price based on its relative standalone selling prices.

The transaction price of a contract, which can include both fixed and variable amounts, is allocated to each performance obligation identified. Variable considerations that can be reasonably estimated based on current assumptions and historical information is included in the transaction price at the inception of the contract but limited to the amount that is probable that a significant reversal in the amount of cumulative revenue recognized will not occur. Variable considerations that cannot be reasonably estimated are recorded when known.

The Company's performance obligations are satisfied at a point in time based on transfer of control of services to the Company's customer. The majority of the Company's revenues are recognized at a point in time upon transfer of control to the customer.

Advertising Expenses

General advertising costs are charged to expense when incurred. General advertising costs were \$1,891 for the year ended December 31, 2022 and was included in the statement of operations.

Accounts Receivable

Accounts receivable include billed and unbilled amounts for services provided to customers for which the Company has an unconditional right to payment.

The Company maintains an allowance for doubtful accounts for estimated losses resulting from the inability of its customers to make required payments. Management considers the following factors when determining the collectability of specific customer accounts: customer creditworthiness, past transaction history with the customer, current economic industry trends, and changes in customer payment terms. Past due balances over 90 days and other higher risk amounts are reviewed individually for collectability. If the financial condition of the Company's customers were to deteriorate, adversely affecting their ability to make payments, additional allowances would be required. Based on management's assessment, the Company provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Company has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

For the year ended December 31, 2022, the Company has elected not to establish an allowance for doubtful accounts as the full balance in accounts receivable is deemed collectible.

BOYETT GROVE
NOTES TO FINANCIAL STATEMENTS
AS OF AND FOR THE YEAR ENDED DECEMBER 31, 2022

2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Inventories

Inventories are valued at the lower of cost or net realizable value. The cost of inventories was determined using the first-in, first-out (FIFO) method. The FIFO cost of inventory approximates replacement or current cost. The FIFO method is used to value certain souvenirs, seasonal, perishable and other miscellaneous inventory items due to fluctuating costs and inconsistent product availability.

The Company evaluates inventory throughout the year and write-downs are done as needed. At December 31, 2022 the Company determined that no write-down of inventory was needed.

In accordance with industry practices, inventory costs are classified as current assets and include amounts that may be held for longer than one year.

Property and Equipment

Property and equipment are stated at cost. Depreciation on property and equipment is calculated on the straight-line method over the following estimated useful lives:

<u>Category</u>	<u>Estimated Useful Lives</u>
Building	30 Years
Transportation equipment	5 Years

Maintenance and repairs are charged to expense as incurred and major renewals and betterments are capitalized. On sale or retirement of property and equipment, the related cost and accumulated depreciation are removed from the property and equipment accounts and any gain or loss is reported in the current result of operations.

Impairment of Long-Lived Assets

Long-lived assets, such as property and equipment with determinable lives, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset or asset group may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to the estimated future cash flows expected to be generated by the asset in conjunction with other assets at the lowest level of separately identifiable cash flows.

If the carrying amount of an asset or asset group exceeds its estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset or asset group exceeds its fair value. Fair value is determined based on discounted cash flows or appraised values depending on the nature of the asset. Assets to be disposed of are separately presented in the balance sheet and reported at the lower of the carrying amount or fair value less costs to dispose and are no longer depreciated. During the year ended December 31, 2022, there were no impairment losses recognized for long-lived assets.

Fair Value Measurements

The Company assesses fair value measurements in accordance with FASB ASC 820, Fair Value Measurements and Disclosures. As of December 31, 2022, the carrying value of the Company's cash and cash equivalents, accounts receivable, accounts payable and accrued property taxes approximate fair value based on their short duration to maturity.

BOYETT GROVE
NOTES TO FINANCIAL STATEMENTS
AS OF AND FOR THE YEAR ENDED DECEMBER 31, 2022

2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Leases

The Company has adopted FASB ASC 842, Leases, with a date of initial application of January 1, 2022. For leases with a lease term greater than one year, the Company recognizes a lease asset for its right to use the underlying leased asset and a lease liability for the corresponding lease obligation. The Company determines whether an arrangement is or contains a lease at contract inception. Operating leases with a duration greater than one year are included in operating lease right-of-use assets, current portion operating lease liabilities, and operating lease liabilities, net of current portion in the Company's balance sheet at December 31, 2022. Operating lease right-of-use assets and operating lease liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term. In determining the present value of lease payments, the Company uses a risk-free rate of a period comparable with that of the lease term. The Company considers the lease term to be the noncancelable period that it has the right to use the underlying asset, including all periods covered by an option to (1) extend the lease if the Company is reasonably certain to exercise the option, (2) terminate the lease if the Company is reasonably certain not to exercise that option, and (3) extend, or not to terminate, the lease in which exercise of the option is controlled by the lessor. The operating lease right-of-use assets also include any lease payments made and exclude lease incentives received or receivable. Lease expense is recognized on a straight-line basis over the expected lease term. Variable lease expenses are recorded when incurred.

The Company has elected the practical expedient for leases with an initial term of 12 months or less and therefore, these leases are not recorded on the balance sheet. Lease expense is recognized for these leases on a straight-line basis over the lease term.

Income Taxes

For income tax purposes, the Company has elected to be taxed as a general partnership under the provisions of the Internal Revenue Code and state laws. Under these provisions, the Company does not pay federal or state corporate income taxes on its taxable income; accordingly, those taxes have not been included in the financial statements. Instead, the partners are liable for individual income taxes on the Company's income.

Although the Company is not subject to income taxes, The Company accounts for uncertain tax positions in accordance with FASB ASC 740, Income Taxes. The benefit of a tax position is recognized in the financial statements in the period during which, based on all available evidence, management believes it is more likely than not that the position will be sustained upon examination, including the resolution of appeals or litigation processes, if any. Tax positions taken are not offset or aggregated with other positions. Tax positions that meet the more-likely-than-not recognition threshold are measured as the largest amount of tax benefit that is more than 50% likely of being realized upon settlement with the applicable taxing authority.

BOYETT GROVE
NOTES TO FINANCIAL STATEMENTS
AS OF AND FOR THE YEAR ENDED DECEMBER 31, 2022

2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes (Continued)

The portion of the benefits associated with tax positions that exceeds the amount measured as described above is reflected as a liability for unrecognized tax benefits in the accompanying balance sheet along with any associated interest and penalties that would be payable to the taxing authorities upon examination. The Company recognizes accrued interest and penalties related to uncertain tax positions, if any, as a component of income tax expense. No amounts were recognized in the financial statements for uncertain tax positions as of December 31, 2022. Management's conclusions regarding uncertain tax positions may be subject to review and adjustment at a later date based upon ongoing analysis of tax laws, regulations and interpretations thereof as well as other factors.

3 CONCENTRATION OF RISK

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist principally of cash and accounts receivable. The Company maintains cash with high quality financial institutions, which may occasionally exceed federally insured amounts. At December 31, 2022, the Company had no unsecured balance.

The Company's activities are located in Central Florida. Consequently, any significant economic downturn in this market could potentially have a negative effect on the Company's business, results of operations and financial condition.

4 PROPERTY AND EQUIPMENT

Property and equipment consisted of the following at December 31, 2022:

<u>Category</u>	<u>Amount</u>
Land	\$ 30,000
Building	50,000
Transportation equipment	<u>16,757</u>
	96,757
Less: Accumulated depreciation	<u>66,479</u>
	<u>\$ 30,278</u>

Depreciation expense for the year ended December 31, 2022, was \$3,468 and was included in the statement of operations.

BOYETT GROVE
NOTES TO FINANCIAL STATEMENTS
AS OF AND FOR THE YEAR ENDED DECEMBER 31, 2022

5 COMMITMENTS AND CONTINGENCIES

Litigation

The Company is subject to various claims and legal proceedings covering a wide range of matters that arise in the ordinary course of its business activities. Management believes that any liability that may ultimately result from the resolution of these matters will not have a material effect on the financial condition, results of operations, or cash flows of the Company.

Short-Term Lease

The Company leases office and retail space on an month-to-month basis. The short-term lease expense for the year ended December 31, 2022, was \$8,229, which was included in the statement of operations.

6 SUBSEQUENT EVENTS

The Company evaluated subsequent events and transactions for potential recognition or disclosure in the accompanying financial statements through April 20, 2023, the date the financial statements were available for issuance and determined that no additional items required disclosure.

Subsection 4.12.2 Available Funding

Subsection 4.12.2 of the Application Instructions requires, among other things, a narrative response addressing how you will obtain the funding needed to implement the cultivation, processing, dispensing, and security and accountability plans you described in Sections 4.4, 4.5, [4.6,] and 4.7 of the Application.

Your application does not contain the narrative response requested in Subsection 4.12.2 of the Application Instructions.

Please provide the information requested in Subsection 4.12.2 of the Application Instructions.

A series of horizontal black bars of varying lengths, some starting from the left edge and others indented, creating a rhythmic, abstract pattern. The bars are arranged in a sequence that suggests a list or a timeline, with some bars being significantly longer than others. The overall effect is one of stark contrast and geometric simplicity.

Subsection 4.12.3
Projected Budget

Describe your projected financial budget for the first two years after licensure, including how the projected budget is consistent with your plans described in response to Sections 4.4, 4.5, 4.6, and 4.7. (Maximum 40 raw points).

Subsection 4.12.3 – Projected Budget

Market Research:

The financial planning process begins with market research and study. The Applicant plans on using a market software called ArcGIS (Aeronautical Reconnaissance Coverage Geographic Information System). Assumptions from key performance indicators (KPIs) are gathered from the market research and are used for the Applicant's financial plan. ArcGIS allows the Applicant to add information on cultivation/processing/dispensaries, designate specific map areas, and use demographic information imbedded in the software to produce maps and reports.

Statewide, Florida has 450 dispensary locations, with two (2) existing dispensary locations in and around Brooksville, Florida, and three (3) existing dispensary locations in and around Spring Hill, Florida. With more than 750,000 medical marijuana patients in the state of Florida, it has been roughly calculated that the market size for the Applicant is around 6,200 medical marijuana patients in Brooksville, Spring Hill, and surrounding area (20 miles radius). The Applicant estimates a unique patient base of 1,349 between the two locations in Brooksville and Spring Hill, or 22% of this market share. The 1,349 patients would visit the Applicant's dispensary for patient focused care once a month and spend around \$300 per visit. Additional research on existing patient focused care products is also conducted to determine where there is opportunity in the overall assortment offering to Florida patients in the medical marijuana realm. the Applicant's assortment will carry specialized products that are not currently in the surrounding market.

Financial Budget:

The financial budget for cultivation/processing, security and for the dispensary are built separately.

2 Year Revenue Plan for Applicant is \$7.3M and \$8.7M.

Post-operating costs, the Applicant will report an EBITDA for YR1 and YR2 of \$1.4M and \$1.6M respectively.

2 Year Cultivation/Processing Revenue Plan is \$2.4M and \$2.9 M respectively.

Post-operating costs, the cultivation/processing organization will report an EBITDA for YR1 and YR2 of \$345K and \$410K.

Cultivation/Processing budget accounts for the narrative in section 4.4 and 4.5:

COGS - cost of goods (ingredients, packaging, labeling, testing, etc.), raw cost of hourly labor which mirrors section 4.10 personnel (VP of cultivation, Cultivation Manager, Extraction Manager, Cultivation Technician, Trimmers, Packers, Delivery, Lab Technician), benefits, 401K, etc., delivery transportation, bank service fees, accounting fees, facility and system maintenance, technology **119.071(3)** Seed to Sale software, etc.), legal fees, licensing fees (food permits, etc.), utilities (electricity, waters), insurance (general liability, workers compensation, etc.), security monitoring, cloud storage, investigation, etc. Total Operating costs for YR1 and YR2 of \$2.1M and \$2.5M respectively.

Cultivation/Processing 2 YR burn rate by month reflects positive cash flow monthly over 2 years with an initial investment of \$4.5M.

This \$4.5M investment covers the upfront costs of \$4.0M for the buildout from subsection 4.4.3; as well as upfront payroll and benefits to account for onboarding and training.

The 2 Year Dispensary Revenue Plan is \$4.9M and \$5.8M respectively.

Post-operating costs the dispensary organization will report an EBITDA for YR1 and YR2 of \$1.0M and \$1.2M

The Dispensary budget accounts for the narrative in section 4.6 and 4.7:

Cost of goods, raw cost of hourly labor which mirrors section 4.10 personnel (labor model built separately), benefits (including 401K, health insurance, long term disability), bank service fees (Tropical Financial Credit Union), marketing (social media, etc.), accounting fees, facilities (trash, lighting, plumbing, repairs), technology (hardware, replacement hardware, website expenses, technical support), utilities (electric, water gas, pest control), supplies (uniforms, office supplies), legal fees, licensing fees and permits (paid in advance of financial statements), insurance fees (general liability, workers compensation, etc.), security and monitoring and investigation fees. Total Operating costs for YR1 and YR2 of \$3.8M and \$4.6M respectively.

The Dispensary (2 locations) 2 YR burn rate by month reflects positive cash flow monthly over 2 years with an initial investment of \$2.7M.

This \$2.7M investment covers the upfront costs of \$2.4M for buildout from subsection 4.6.3; plus upfront payroll and benefits to account for onboarding and training and pre-opening marketing spend.

The Applicant's Timeline post award of licensure: as reflected in the GANTTS/Timelines in the "Ability to secure infrastructure" in sections 4.4.3, 4.5.3, 4.6.3, and 4.7.



See Addendum

- Budget Cultivation/Processing/Security
- Burn Rate Cultivation/Processing/Security
- Budget Dispensary Locations
- Burn Rate Dispensary Locations

Cultivation and Processing 2 Year Budget

	Year 1		Year 2		Assumptions
Projected Gross Sales	\$	2,428,022	\$	2,893,245	
Cost of goods:	\$	396,169	\$	472,077	ingredients, packaging, labeling, testing
Raw cost of Hourly Labor	\$	623,600	\$	743,085	VP of Cult and Ext, Cult Mgr, Ext Mgr, Cult Tech, Trimmers, Packers, Delivery, Lab Tech
Benefits, 401K, Bonus & Taxes etc:	\$	168,372	\$	200,633	UHC Healthcare, 401K Program
Delivery/Transportation	\$	9,000	\$	10,724	Security Camera, Vehicle, Insurance
Bank Service Fees	\$	12,140	\$	14,466	Tropical Financial Credit Union
Accounting fees	\$	24,280	\$	28,932	
Facility and System Maintenance	\$	38,000	\$	45,281	Facility and System Maintenance
Technology	\$	50,000	\$	59,580	seed to sale, hardware maintenance (phones/computers)
Legal fees	\$	2,428	\$	2,893	
Licensing fees and permits	\$	61,480	\$	73,260	Paid in advance of financial statements. Food permits
Utilities	\$	638,000	\$	760,244	Electricity, Water Consumption
Insurance fees	\$	24,280	\$	28,932	General Liability, Workers Compensation, etc.
Security monitoring/consulting/investigation	\$	36,420	\$	43,399	Security monitoring with cloud storage
Operating Costs	\$	2,084,170	\$	2,483,509	
EBITDA	\$	343,852	\$	409,736	

[illegible]

	\$	490,156	\$	512,257	\$	544,141	\$	573,168	\$	602,252	\$	630,447	\$	660,242	\$	688,902	\$	717,786	\$	747,013	\$	775,897	\$	807,875
Cash Flow																								
EBITDA	\$	26,133	\$	25,101	\$	28,884	\$	29,227	\$	28,884	\$	29,915	\$	28,540	\$	28,884	\$	31,978	\$	28,884	\$	31,978	\$	343,852
Operating Costs	\$	158,397	\$	152,144	\$	175,070	\$	177,154	\$	175,070	\$	170,902	\$	181,323	\$	172,986	\$	177,154	\$	175,070	\$	193,828	\$	2,084,170
Security monitoring/consulting/investigation	\$	2,768	\$	2,659	\$	3,059	\$	3,096	\$	3,059	\$	2,866	\$	3,169	\$	3,023	\$	3,059	\$	3,096	\$	3,059	\$	36,420

[illegible]

	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Jan-28	Feb-28	Mar-28	Apr-28	May-28	Jun-28	Jul-28	Aug-28	Sep-28	Oct-28	Nov-28	Dec-28	Jan-29	Feb-29	Mar-29	Apr-29	May-29	Jun-29	Jul-29	Aug-29	Sep-29	Oct-29	Nov-29	Dec-29	Jan-30	Feb-30	Mar-30	Apr-30	May-30	Jun-30	Jul-30	Aug-30	Sep-30	Oct-30	Nov-30	Dec-30	Jan-31	Feb-31	Mar-31	Apr-31	May-31	Jun-31	Jul-31	Aug-31	Sep-31	Oct-31	Nov-31	Dec-31	Jan-32	Feb-32	Mar-32	Apr-32	May-32	Jun-32	Jul-32	Aug-32	Sep-32	Oct-32	Nov-32	Dec-32	Jan-33	Feb-33	Mar-33	Apr-33	May-33	Jun-33	Jul-33	Aug-33	Sep-33	Oct-33	Nov-33	Dec-33	Jan-34	Feb-34	Mar-34	Apr-34	May-34	Jun-34	Jul-34	Aug-34	Sep-34	Oct-34	Nov-34	Dec-34	Jan-35	Feb-35	Mar-35	Apr-35	May-35	Jun-35	Jul-35	Aug-35	Sep-35	Oct-35	Nov-35	Dec-35	Jan-36	Feb-36	Mar-36	Apr-36	May-36	Jun-36	Jul-36	Aug-36	Sep-36	Oct-36	Nov-36	Dec-36	Jan-37	Feb-37	Mar-37	Apr-37	May-37	Jun-37	Jul-37	Aug-37	Sep-37	Oct-37	Nov-37	Dec-37	Jan-38	Feb-38	Mar-38	Apr-38	May-38	Jun-38	Jul-38	Aug-38	Sep-38	Oct-38	Nov-38	Dec-38	Jan-39	Feb-39	Mar-39	Apr-39	May-39	Jun-39	Jul-39	Aug-39	Sep-39	Oct-39	Nov-39	Dec-39	Jan-40	Feb-40	Mar-40	Apr-40	May-40	Jun-40	Jul-40	Aug-40	Sep-40	Oct-40	Nov-40	Dec-40	Jan-41	Feb-41	Mar-41	Apr-41	May-41	Jun-41	Jul-41	Aug-41	Sep-41	Oct-41	Nov-41	Dec-41	Jan-42	Feb-42	Mar-42	Apr-42	May-42	Jun-42	Jul-42	Aug-42	Sep-42	Oct-42	Nov-42	Dec-42	Jan-43	Feb-43	Mar-43	Apr-43	May-43	Jun-43	Jul-43	Aug-43	Sep-43	Oct-43	Nov-43	Dec-43	Jan-44	Feb-44	Mar-44	Apr-44	May-44	Jun-44	Jul-44	Aug-44	Sep-44	Oct-44	Nov-44	Dec-44	Jan-45	Feb-45	Mar-45	Apr-45	May-45	Jun-45	Jul-45	Aug-45	Sep-45	Oct-45	Nov-45	Dec-45	Jan-46	Feb-46	Mar-46	Apr-46	May-46	Jun-46	Jul-46	Aug-46	Sep-46	Oct-46	Nov-46	Dec-46	Jan-47	Feb-47	Mar-47	Apr-47	May-47	Jun-47	Jul-47	Aug-47	Sep-47	Oct-47	Nov-47	Dec-47	Jan-48	Feb-48	Mar-48	Apr-48	May-48	Jun-48	Jul-48	Aug-48	Sep-48	Oct-48	Nov-48	Dec-48	Jan-49	Feb-49	Mar-49	Apr-49	May-49	Jun-49	Jul-49	Aug-49	Sep-49	Oct-49	Nov-49	Dec-49	Jan-50	Feb-50	Mar-50	Apr-50	May-50	Jun-50	Jul-50	Aug-50	Sep-50	Oct-50	Nov-50	Dec-50	Jan-51	Feb-51	Mar-51	Apr-51	May-51	Jun-51	Jul-51	Aug-51	Sep-51	Oct-51	Nov-51	Dec-51	Jan-52	Feb-52	Mar-52	Apr-52	May-52	Jun-52	Jul-52	Aug-52	Sep-52	Oct-52	Nov-52	Dec-52	Jan-53	Feb-53	Mar-53	Apr-53	May-53	Jun-53	Jul-53	Aug-53	Sep-53	Oct-53	Nov-53	Dec-53	Jan-54	Feb-54	Mar-54	Apr-54	May-54	Jun-54	Jul-54	Aug-54	Sep-54	Oct-54	Nov-54	Dec-54	Jan-55	Feb-55	Mar-55	Apr-55	May-55	Jun-55	Jul-55	Aug-55	Sep-55	Oct-55	Nov-55	Dec-55	Jan-56	Feb-56	Mar-56	Apr-56	May-56	Jun-56	Jul-56	Aug-56	Sep-56	Oct-56	Nov-56	Dec-56	Jan-57	Feb-57	Mar-57	Apr-57	May-57	Jun-57	Jul-57	Aug-57	Sep-57	Oct-57	Nov-57	Dec-57	Jan-58	Feb-58	Mar-58	Apr-58	May-58	Jun-58	Jul-58	Aug-58	Sep-58	Oct-58	Nov-58	Dec-58	Jan-59	Feb-59	Mar-59	Apr-59	May-59	Jun-59	Jul-59	Aug-59	Sep-59	Oct-59	Nov-59	Dec-59	Jan-60	Feb-60	Mar-60	Apr-60	May-60	Jun-60	Jul-60	Aug-60	Sep-60	Oct-60	Nov-60	Dec-60	Jan-61	Feb-61	Mar-61	Apr-61	May-61	Jun-61	Jul-61	Aug-61	Sep-61	Oct-61	Nov-61	Dec-61	Jan-62	Feb-62	Mar-62	Apr-62	May-62	Jun-62	Jul-62	Aug-62	Sep-62	Oct-62	Nov-62	Dec-62	Jan-63	Feb-63	Mar-63	Apr-63	May-63	Jun-63	Jul-63	Aug-63	Sep-63	Oct-63	Nov-63	Dec-63	Jan-64	Feb-64	Mar-64	Apr-64	May-64	Jun-64	Jul-64	Aug-64	Sep-64	Oct-64	Nov-64	Dec-64	Jan-65	Feb-65	Mar-65	Apr-65	May-65	Jun-65	Jul-65	Aug-65	Sep-65	Oct-65	Nov-65	Dec-65	Jan-66	Feb-66	Mar-66	Apr-66	May-66	Jun-66	Jul-66	Aug-66	Sep-66	Oct-66	Nov-66	Dec-66	Jan-67	Feb-67	Mar-67	Apr-67	May-67	Jun-67	Jul-67	Aug-67	Sep-67	Oct-67	Nov-67	Dec-67	Jan-68	Feb-68	Mar-68	Apr-68	May-68	Jun-68	Jul-68	Aug-68	Sep-68	Oct-68	Nov-68	Dec-68	Jan-69	Feb-69	Mar-69	Apr-69	May-69	Jun-69	Jul-69	Aug-69	Sep-69	Oct-69	Nov-69	Dec-69	Jan-70	Feb-70	Mar-70	Apr-70	May-70	Jun-70	Jul-70	Aug-70	Sep-70	Oct-70	Nov-70	Dec-70	Jan-71	Feb-71	Mar-71	Apr-71	May-71	Jun-71	Jul-71	Aug-71	Sep-71	Oct-71	Nov-71	Dec-71	Jan-72	Feb-72	Mar-72	Apr-72	May-72	Jun-72	Jul-72	Aug-72	Sep-72	Oct-72	Nov-72	Dec-72	Jan-73	Feb-73	Mar-73	Apr-73	May-73	Jun-73	Jul-73	Aug-73	Sep-73	Oct-73	Nov-73	Dec-73	Jan-74	Feb-74	Mar-74	Apr-74	May-74	Jun-74	Jul-74	Aug-74	Sep-74	Oct-74	Nov-74	Dec-74	Jan-75	Feb-75	Mar-75	Apr-75	May-75	Jun-75	Jul-75	Aug-75	Sep-75	Oct-75	Nov-75	Dec-75	Jan-76	Feb-76	Mar-76	Apr-76	May-76	Jun-76	Jul-76	Aug-76	Sep-76	Oct-76	Nov-76	Dec-76	Jan-77	Feb-77	Mar-77	Apr-77	May-77	Jun-77	Jul-77	Aug-77	Sep-77	Oct-77	Nov-77	Dec-77	Jan-78	Feb-78	Mar-78	Apr-78	May-78	Jun-78	Jul-78	Aug-78	Sep-78	Oct-78	Nov-78	Dec-78	Jan-79	Feb-79	Mar-79	Apr-79	May-79	Jun-79	Jul-79	Aug-79	Sep-79	Oct-79	Nov-79	Dec-79	Jan-80	Feb-80	Mar-80	Apr-80	May-80	Jun-80	Jul-80	Aug-80	Sep-80	Oct-80	Nov-80	Dec-80	Jan-81	Feb-81	Mar-81	Apr-81	May-81	Jun-81	Jul-81	Aug-81	Sep-81	Oct-81	Nov-81	Dec-81	Jan-82	Feb-82	Mar-82	Apr-82	May-82	Jun-82	Jul-82	Aug-82	Sep-82	Oct-82	Nov-82	Dec-82	Jan-83	Feb-83	Mar-83	Apr-83	May-83	Jun-83	Jul-83	Aug-83	Sep-83	Oct-83	Nov-83	Dec-83	Jan-84	Feb-84	Mar-84	Apr-84	May-84	Jun-84	Jul-84	Aug-84	Sep-84	Oct-84	Nov-84	Dec-84	Jan-85	Feb-85	Mar-85	Apr-85	May-85	Jun-85	Jul-85	Aug-85	Sep-85	Oct-85	Nov-85	Dec-85	Jan-86	Feb-86	Mar-86	Apr-86	May-86	Jun-86	Jul-86	Aug-86	Sep-86	Oct-86	Nov-86	Dec-86	Jan-87	Feb-87	Mar-87	Apr-87	May-87	Jun-87	Jul-87	Aug-87	Sep-87	Oct-87	Nov-87	Dec-87	Jan-88	Feb-88	Mar-88	Apr-88	May-88	Jun-88	Jul-88	Aug-88	Sep-88	Oct-88	Nov-88	Dec-88	Jan-89	Feb-89	Mar-89	Apr-89	May-89	Jun-89	Jul-89	Aug-89	Sep-89	Oct-89	Nov-89	Dec-89	Jan-90	Feb-90	Mar-90	Apr-90	May-90	Jun-90	Jul-90	Aug-90	Sep-90	Oct-90	Nov-90	Dec-90	Jan-91	Feb-91	Mar-91	Apr-91	May-91	Jun-91	Jul-91	Aug-91	Sep-91	Oct-91	Nov-91	Dec-91	Jan-92	Feb-92	Mar-92	Apr-92	May-92	Jun-92	Jul-92	Aug-92	Sep-92	Oct-92	Nov-92	Dec-92	Jan-93	Feb-93	Mar-93	Apr-93	May-93	Jun-93	Jul-93	Aug-93	Sep-93	Oct-93	Nov-93	Dec-93	Jan-94	Feb-94	Mar-94	Apr-94	May-94	Jun-94	Jul-94	Aug-94	Sep-94	Oct-94	Nov-94	Dec-94	Jan-95	Feb-95	Mar-95	Apr-95	May-95	Jun-95	Jul-95	Aug-95	Sep-95	Oct-95	Nov-95	Dec-95	Jan-96	Feb-96	Mar-96	Apr-96	May-96	Jun-96	Jul-96	Aug-96	Sep-96	Oct-96	Nov-96	Dec-96	Jan-97	Feb-97	Mar-97	Apr-97	May-97	Jun-97	Jul-97	Aug-97	Sep-97	Oct-97	Nov-97	Dec-97	Jan-98	Feb-98	Mar-98	Apr-98	May-98	Jun-98	Jul-98	Aug-98	Sep-98	Oct-98	Nov-98	Dec-98	Jan-99	Feb-99	Mar-99	Apr-99	May-99	Jun-99	Jul-99	Aug-99	Sep-99	Oct-99	Nov-99	Dec-99	Jan-00	Feb-00	Mar-00	Apr-00	May-00	Jun-00	Jul-00	Aug-00	Sep-00	Oct-00	Nov-00	Dec-00	Jan-01	Feb-01	Mar-01	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Jan-02	Feb-02	Mar-02	Apr-02	May-02	Jun-02	Jul-02	Aug-02	Sep-02	Oct-02	Nov-02	Dec-02	Jan-03	Feb-03	Mar-03	Apr-03	May-03	Jun-03	Jul-03	Aug-03	Sep-03	Oct-03	Nov-03	Dec-03	Jan-04	Feb-04	Mar-04	Apr-04	May-04	Jun-04	Jul-04	Aug-04	Sep-04	Oct-04	Nov-04	Dec-04	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	Dec-05	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Jan-28	Feb-28	Mar-28	Apr-28	May-28	Jun-28	Jul-28	Aug-28	Sep-28	Oct-28	Nov-28	Dec-28	Jan-29	Feb-29	Mar-29	Apr-29	May-29	Jun-29	Jul-29	Aug-29	Sep-29	Oct-29	Nov-29	Dec-29	Jan-30	Feb-30	Mar-30	Apr-30	May-30	Jun-30	Jul-30	Aug-30	Sep-30	Oct-30	Nov-30	Dec-30	Jan-31	Feb-31	Mar-31	Apr-31	May-31	Jun-31	Jul-31	Aug-31	Sep-31	Oct-31	Nov-31	Dec-31	Jan-32	Feb-32	Mar-32	Apr-32	May-32	Jun-32	Jul-32	Aug-32	Sep-32	Oct-32	Nov-32	Dec-32	Jan-33	Feb-33	Mar-33	Apr-33	May-33	Jun-33	Jul-33	Aug-33	Sep-33	Oct-33	Nov-33	Dec-33	Jan-34	Feb-34	Mar-34	Apr-34	May-34	Jun-34	Jul-34	Aug-34	Sep-34	Oct-34	Nov-34	Dec-34	Jan-35	Feb-35	Mar-35	Apr-35	May-35	Jun-35	Jul-35	Aug-35	Sep-35	Oct-35	Nov-35	Dec-35	Jan-36	Feb-36	Mar-36	Apr-36	May-36	Jun-36	Jul-36	Aug-36	Sep-36	Oct-36	Nov-36	Dec-36	Jan-37	Feb-37	Mar-37	Apr-37	May-37	Jun-37	Jul-37	Aug-37	Sep-37	Oct-37	Nov-37	Dec-37	Jan-38	Feb-38	Mar-38	Apr-38	May-38	Jun-38	Jul-38	Aug-38	Sep-38	Oct-38	Nov-38	Dec-38	Jan-39	Feb-39	Mar-39	Apr-39	May-39	Jun-39	Jul-39	Aug-39	Sep-39	Oct-39
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Dispensary (2 locations) 2 Year Budget

	Year 1		Year 2	Assumptions
Projected Gross Sales	\$	4,856,044	\$	5,786,489
Cost of goods	\$	2,428,022	\$	2,893,245
Raw cost of Hourly Labor	\$	712,867	\$	849,457
Benefits, 401K, Bonus & Taxes etc:	\$	194,242	\$	231,460
Bank Service Fees	\$	48,560	\$	57,865
Marketing	\$	97,121	\$	115,730
Accounting fees	\$	48,560	\$	57,865
Facilities	\$	48,560	\$	57,865
Technology	\$	50,988	\$	60,758
Utilities	\$	63,129	\$	75,224
Supplies budget	\$	48,560	\$	57,865
Legal fees	\$	4,856	\$	5,786
Insurance fees	\$	48,560	\$	57,865
Security monitoring/consulting/investigation	\$	48,560	\$	57,865
Total operating costs	\$	3,842,588	\$	4,578,849
EBITDA	\$	1,013,456	\$	1,207,640

Section 4.13
Business Ownership and Structure

Subsection 4.13.2
Ownership Information for Entity Applicants

If the applicant is an entity, provide the following documents and information, where applicable:

- a. Full names of managing partner and all other partner(s);
- b. Percentage of ownership interests in partnership;
- c. Business/corporate address(es);
- d. Taxpayer identification number;
- e. Partnership agreements, joint venture documents, operating agreements, shareholder agreements, and buy/sell agreements, if any.

Ownership Information for Citrus Boyett's Packers			
Principal Office Address: 4355 Spring Lake Hwy, Brooksville, FL 34601			
Names	Position	% of Ownership	TIN/SSN
Katherine L. Oleson	Partner	18.75%	119.071(5)
James L. Oleson	Partner	18.75%	
Jose Gonzalez	Partner	37.5%	--
CT Botanicals LLC	Partner	25%	--

COMMITMENT LETTER

This COMMITMENT LETTER is hereby entered into by the undersigned owner and managing member of CT Botanicals, LLC on this 20th day of April, 2023.

RECITALS

WHEREAS, Boyett's Citrus Packers (the "**Applicant**") desires to submit an application (the "**Application**") for a medical marijuana treatment center license (the "**MMTC License**") to the Office of Medical Marijuana Use ("**OMMU**") of the Florida Department of Health (the "**Department**") pursuant to emergency rules adopted by the State of Florida as set forth in Emergency Rule 64ER22-9;

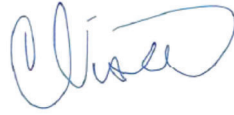
WHEREAS, CT Botanicals LLC is a partner of the Applicant and the undersigned is the managing member of CT Botanicals LLC; and

WHEREAS, in the Application, the Applicant has included certain financial information statements of the undersigned (or entities which are owned by the undersigned; or financial accounts with respect to which the undersigned has dispositive authority over), showing an aggregate amount of \$10,617,765.77 (the "**Funds**") in such accounts as of March 31, 2023.

IT IS HEREBY CERTIFIED AND ACKNOWLEDGED by the undersigned, as follows:

1. The undersigned hereby agrees that all of the Funds are hereby unconditionally committed to the use of the Applicant in the event that an MMTC license is awarded to the Applicant upon the unanimous request of the partners of the Applicant; and
2. Applicant may submit a copy of this commitment letter to the OMMU and the Department as part of the Application.

IN WITNESS WHEREOF, the undersigned has executed this Commitment Letter as of the day and date set forth above

A handwritten signature in blue ink, appearing to read "Chris Visco", written in a cursive style.

CHRIS VISCO

COMMITMENT LETTER

This COMMITMENT LETTER is hereby entered into by the undersigned, Jose Gonzalez, on this 22nd day of April, 2023.

RECITALS

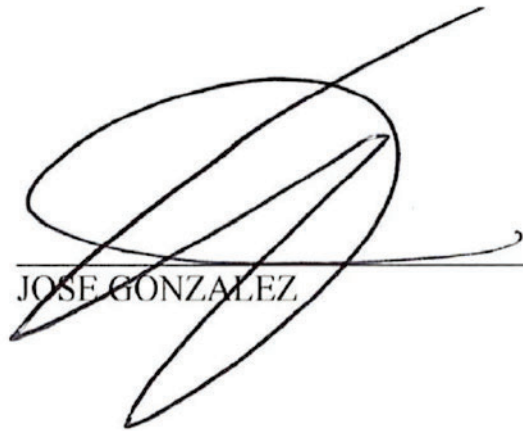
WHEREAS, Boyett's Citrus Packers (the "**Applicant**") desires to submit an application (the "**Application**") for a medical marijuana treatment center license (the "**MMTC License**") to the Office of Medical Marijuana Use ("**OMMU**") of the Florida Department of Health (the "**Department**") pursuant to emergency rules adopted by the State of Florida as set forth in Emergency Rule 64ER22-9; and

WHEREAS, in the Application, the Applicant has included certain financial information statements of the undersigned (or entities which are owned by the undersigned), showing funds in an aggregate amount of \$1,910,467.36 (the "**Funds**") in such accounts as of a recent date.

IT IS HEREBY CERTIFIED AND ACKNOWLEDGED by the undersigned, as follows:

1. The undersigned hereby agrees all of the Funds are hereby unconditionally committed to the use of the Applicant in the event that an MMTC license is awarded to the Applicant upon the unanimous request of the partners of the Applicant; and
2. Applicant may submit a copy of this commitment letter to the OMMU and the Department as part of the Application.

IN WITNESS WHEREOF, the undersigned has executed this Commitment Letter as of the day and date set forth above



JOSE GONZALEZ

FLORIDA COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT hereinafter known as the "**Lease**" is entered into this 19th day of April , 2023, ("**Effective Date**") by and between

JAMES OLESON and KATHERINE OLESON with mailing address at 5001 Spring Lake Highway, Brooksville, Florida 34601, hereinafter referred to as the "**Lessor**,"

And

BOYETT'S CITRUS PACKERS, a general partnership formed under the State of Florida with mailing address at 4355 Spring Lake Highway, Brooksville, Florida 34601, hereinafter referred to as the "**Lessee**,"

collectively referred to herein as "**the Parties**."

WHEREAS, the Lessor desires to lease the Premises defined herein to the Lessee under the terms and conditions as set forth herein; and

WHEREAS, the Lessor desires to lease the Premises defined herein from the Lessor under the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **THE PREMISES.** In accordance with the terms and conditions of this Lease, the Lessor hereby agrees to lease to the Lessee the property described below together with all the improvements thereto:

The land commonly known as 4355 Spring Lake Highway, Brooksville, Hernando County, Florida 34601, consisting of approximately 4.90 acres, and the improvements situated thereon.

Hereinafter known as the "**Premises**".

The Lessee hereby leases and takes from the Lessor the Premises and confirms that the address of the Premises referred to above is the same as utilized by the Office of the Hernando County Property Appraiser.

2. **PERMITTED USE.** Lessee agrees to continuously and at all times use and occupy the Premises during the Lease Term solely for the Permitted Use(s) as specified below ("**Permitted Use**"):

Subject to Lessee's compliance with all applicable laws, ordinances, rules, regulations and other legal requirements affecting the Premises or any portion thereof, including but not limited to [applicable Florida Marijuana Laws and Regulations] (but excluding, however, current federal laws pertaining to marijuana and/or cannabis), and subject to Lessee's compliance with all matters of record against title to the Premises, if any, Lessee shall use the Premises solely for the operation of a medical marijuana treatment facility and uses incidental thereto, as permitted under a MMTC License (defined below).

A "**MMTC License**" shall mean a medical marijuana treatment center license as provided for pursuant to emergency rules adopted by the State of Florida as set forth in Emergency Rule 64ER22-9.

No other use is permitted without prior written approval of Lessor, which approval Lessor may grant or withhold.

3. LEASE TERM. The term of this Lease shall commence on the date that is the first day of the calendar month following the month in which the Lessee is awarded an MMTC License (the "**Commencement Date**") and shall subsist for a period of five (5) year(s) (the "**Lease Term**"); provided, however, the Lease Term shall automatically terminate on such date that is thirty (30) days following the occurrence of any of the following: (a) the effective date of any sale, transfer or other change in control of seventy percent (70%) or more of the partnership interests of Lessee, or (b) the effective date of the sale or any other transfer of Lessee's MMTC License unless such transfer is to an entity that is wholly owned and controlled by Lessee. Further, this Lease shall automatically terminate and be of no further force or effect prior to the initiation of the Lease Term if the Lessee is notified that it will not receive an MMTC License by the State of Florida pursuant to the Emergency Rules, or if the State of Florida otherwise publishes a final list of winners of an MMTC License under the Emergency Rules and the Lessee is not among the winners (unless the Lessee notifies Lessor that it has decided, to challenge the results of the application process, in which case this Lease shall terminate upon Lessee notifying Lessor that Lessee has abandoned any such challenges).

4. RENEWAL. (Check One)

- ☐ The Lessor shall have no obligation to renew the Lease or extend the Lease Term.
- ☐ The Lessee shall have no further right to extend the Lease Term upon its expiration.
- ☐ The Lessee will have right to renew the lease for the additional term of _____ years and _____ months (the "**Renewal Term**") by giving the Lessor a Notice of Renewal not later than _____ months/days but no earlier than _____ months/days, prior to the expiration of the Lease Term

(**“Renewal Period”**). The Renewal Term shall commence immediately upon the expiration of the Lease Term. In the event of the renewal of this Lease, the terms and conditions of this Lease shall remain in full and effect for the duration of the Renewal Term unless otherwise agreed to in writing by the Parties.

The Rent for the Renewal term shall be equal to the Rent payable during the Lease Term.

5. RENT. Beginning on the Commencement Date, the Lessee shall pay the net amount of One Thousand Dollars (\$1,000.00) for every month for the duration of the Lease (herein after referred to as **“Rent”**). The rent shall be payable every first (1st) day of the month (**“Due Date”**), every month for the duration of the Lease Term notwithstanding that the Due Date falls on a weekend or public holiday.

6. EXPENSES. The Parties agree that upon the Commencement Date, the responsibility for the expenses in relation to this Lease shall be borne as follows:

a. Utilities.

The Utilities including: electricity and water charges, communications, telephone and data charges, gas and _____, shall be borne and paid by the Lessee.

b. Maintenance.

The Maintenance of the Premises including the following shall be borne and paid by (choose one) ☐ the Lessor ☐ the Lessee ☐ the Parties jointly: (Choose all that is applicable):

- ☐ Janitorial and pest control services
- ☐ Garbage removal
- ☐ Grease traps, drainage and pipes maintenance
- ☐ Parking maintenance
- ☐ Lawn maintenance
- ☐ Snow removal
- ☐ HVAC Maintenance
- ☐ Repairs other than Minor Repairs as defined herein.

c. Insurance. (Choose all that is applicable)

☐ Casualty Insurance. The Lessor ☐ The Lessee ☐ The Parties (jointly) shall be responsible for obtaining and maintaining casualty insurance for the Premises for losses against fire.

☐ Comprehensive General Liability Insurance. The Lessee shall procure and maintain a valid Comprehensive General Liability Insurance indemnifying the Lessor with minimum coverage of \$ _____ for personal injury and \$ _____ for damage to property.

d. Taxes.

The Lessee shall bear all Taxes and fees that are payable under Laws in connection with other payments made by the Lessee, the Lessee's interests under this Lease, the Lessee's improvements and property at the Premises, and the Lessee's activities at the Premises.

☐ The Lessor ☐ The Lessee ☐ The Parties (jointly) shall bear all Taxes and fees that are payable under Laws in connection with the Rent.

☐ The Lessor ☐ The Lessee ☐ The Parties (jointly) shall pay all Taxes and fees payable in connection with this Agreement under Laws to the extent that such Taxes and fees are payable under the applicable Laws by owners of buildings that are of a similar nature to the Premises, or by sub-lessors of land use rights (for example, real property, real estate and/or personal property taxes).

7. COMMON AREAS. To the extent applicable, the Lessor shall at all times have exclusive management and control of the Common Areas for any purpose or in any manner that it deems necessary or appropriate. The Lessor reserves the right to remove, relocate or otherwise change or carry out any alteration or addition or other works to the Common Areas. The Lessor shall not be liable to Lessee for any damage incidental to the exercise of its rights under this section, provided that such damage is not accompanied by any fault, negligence or bad faith on the part of the Lessor or his agents. The Lessee shall abide by the Lessor's rules and management of the Common Areas.

"Common Areas" refers to those portions of the structure in which the Premises and located and areas surrounding the Premises including the driveways, entrances and exits, pedestrian passageways, walkways, loading docks, landscaped and streetscaped areas, any on-site parking areas, facilities (such as escalators, and lifts), installations (such as doors, windows, electrical installations and wiring), water and drainage pipes, gas pipes, fire systems, security and air-

conditioning facilities, and all other areas or improvements which may be provided by Lessor from time to time for the general use of tenants of the structure in which the Premises are located and areas surrounding the Premises and their respective employees, guests, patrons, suppliers, licensees and other invitees.

8. SECURITY DEPOSIT. Lessee shall deposit with Lessor the amount of \$ _____ to secure the faithful performance of the terms and conditions of this Lease (the “**Security Deposit**”) on or before the execution of this Lease. The Security Deposit shall be held by Lessor: (Choose one that applies)

☐ free of interest throughout the Lease Term.

☐ in escrow in an interest-bearing account with interest accruing to the Lessee and to be delivered to the Lessee upon the return of the Security Deposit.

Except in the event that the same has been forfeited by the Lessee, the Security Deposit shall be returned to the Lessee within thirty (30) days after the expiration or earlier termination of the Lease.

9. ALTERATIONS AND IMPROVEMENTS. No alterations to or improvements on the Premises shall be made by the Lessee without prior express consent of the Lessor to the same in writing. The Lessor agrees to not unreasonably withhold consent to reasonably necessary alterations or improvements. The Lessee shall ensure compliance with any and all applicable laws, rules, ordinances and codes when undertaking any alteration or improvement to the Premises.

A. Unauthorized Alterations or Improvements. In the event that the Lessee shall undertake alterations or improvements relating to the Premises in violation of this section the same shall be considered a material breach of this Lease and shall put the Lessee in default. The Lessor may, upon the Lessor’s discretion, require the Lessee to undo the alterations or improvements and restore the Premises to the its condition prior to any unauthorized alteration or improvement at the sole expense of the Lessee.

B. Ownership of Alterations and Improvements. In all cases of alterations, improvements, changes, accessories and the like that cannot be removed from the Premises without destroying or otherwise deteriorating the Premises or any surface thereof shall, upon creation, become the Lessor’s property without need for any further transfer, delivery or assignment thereof.

10. COMPLIANCE WITH LAW. The Lessee undertakes to comply with and abide by, at its sole expense, any and all Federal or Florida state laws, municipal or county ordinances, rules,

regulations, codes and all other issuances from authorized government authorities respecting the Premises and the Lessee's occupation and use thereof, including but not limited to obtaining all pertinent licenses and permits and maintaining copies thereof in the Premises (but excluding, however, current federal laws pertaining to marijuana or cannabis).

11. OBLIGATIONS OF THE LESSEE:

- A. The Lessee shall keep the premises in a clean, sanitary, neat and presentable condition.
- B. The Lessee shall be responsible for the repairs, outside of ordinary wear and tear, of any part of the Premises that do not affect the structural parts of the building or structure in which it is located or those that are generally considered as minor repair ("**Minor Repairs**") including but not limited to replacing light bulbs, cleaning or repairs of windows, doors, toilets and similar appurtenances.
- C. The Lessee shall, at its sole expense restore, repair and/or rectify any damage, outside of ordinary wear and tear, to the Premises caused by the Lessee or others that the Lessee permits into the Premises that are not covered or compensable by any insurance.

12. ASSIGNMENT. The Lessee acknowledges that this Lease is not transferrable and that the Lessee may not assign the Lease, any part of the Lease or any of the rights or obligations herein without the prior express and written consent of the Lessor. The Lessee shall not sublet, sublease or otherwise grant any other party any license or right in relation to the Premises or this Lease without such consent. Any license, assignment, sublease or agreement in violation of this clause shall be null and void with no legal force whatsoever.

13. RIGHT OF ENTRY. The Lessor shall, upon giving one (1) days' notice, be granted by the Lessee access and allowed by the latter to enter the Premises to make necessary inspections, repairs or alterations on the property, or pursuant to any lawful purpose as the Lessor, provided that the time of entry requested is reasonable considering the purpose. Lessee shall have the right to accompany Lessor or Lessor's agent at the Premises.

14. DAMAGE TO LEASED PREMISES. If the event that the Premises and/or the structure or building in which it is located is damaged or destroyed by fire or other casualty without the fault or negligence of the Lessee or his agents, the Lessor shall, at its own expense, repair the damaged portion, the Premises, structure and/or building to restore the same to substantially the condition in which it was handed over to Lessee. The Rent shall be abated until such repairs are completed.

In the event such repair cannot be accomplished or of total destruction the Lease shall cease and terminate with no early termination or other liability accruing to either of the Parties.

15. DEFAULT AND POSSESSION. If Rent is not paid within ____ days of the Due Date,

the Rent shall be considered past due and a late fee of ☐ \$ _____ or ☐ ____ % of the Rent past due shall be applied for every ☐ day Rent is late or ☐ occurrence Rent is late.

In the event that the Lessee fails to pay Rent on the Due date or is in default of any of the terms of this Lease, the Lessor shall promptly provide the Lessee with a notice of such default, informing the Lessee that failure to rectify the same within ____ days will terminate the Lease and allow the Lessor to recover the premises at the end of such period. Should the Lessee fail to rectify the same within ____ days after receiving such Notice of Default, the Lessor may terminate this Lease and recover the Premises from the Lessee. In such an event, the Lessor may hold the Lessee's possessions found in the Premises as security until sums owed by the Lessee has been paid.

16. SURRENDER OF PREMISES. On or before 11:59 P.M. on the last day of the Lease Term, the Lessee shall deliver up vacant possession of the Premises to Lessor more or less in the condition it was delivered to the Lessee, save ordinary wear and tear, and the Parties shall carry out the inspection of the Premises and shall sign a handover form jointly prepared and signed by Parties to confirm the condition and handover of the Premises. The Lessee shall also return all keys and other devices giving access to any part of the Premises and the building or structure in which it is located.

Without prejudice to the foregoing, the Lessee shall at its expense, at the request of Lessor, immediately make good any deficiencies identified during the handover inspection and remove from the Premises any alterations, fixtures or property of Lessee that Lessor requests to be removed, provided that the same were not existing in the Premises delivered by the Lessor or do not consist of alterations or improvements consented to by the Lessor as provided in Section 9 hereof.

Failure of the Lessee to return the Premises to Lessor in accordance with the above, shall entitle the Lessor to enter the Premises and carry out appropriate repair to the Premises and removal of any property of Lessee and any cost so incurred shall be borne by Lessee. All property left in the Premises by Lessee shall be deemed to have been abandoned by Lessee and Lessor shall be entitled to dispose of the same as Lessor deems appropriate.

17. INDEMNIFICATION. The Lessor shall not be liable for any injury to the Lessee or any other persons or property entering the Premises occurring within the Premises during the Lease Term. Neither shall the Lessor be liable for any damage to the structure within which the Premises is located or any part thereof. The Lessor hereby agrees to hold the Lessor harmless from and indemnify the Lessor for any and all claims or damage not arising solely from the Lessor's acts, omission, fault or negligence.

18. GOVERNING LAW. This Lease shall be governed by and its terms and conditions be interpreted according to the laws of the State of Florida.

19. NOTICE. All notices in relation to this Lease shall be delivered to the following addresses:

To the Lessee at the address:

Boyett's Citrus Packers, 4355 Spring Lake Highway, Brooksville, Florida 34601

and

To Lessor at the address:

James and Katherine Oleson, 5001 Spring Lake Highway, Brooksville, Florida 34601

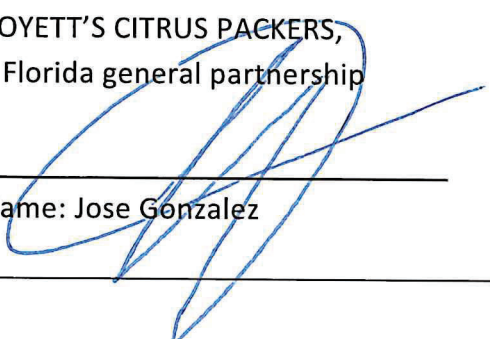
20. SEVERABILITY. Should any provision of this Lease be found, for whatever reason, invalid or unenforceable, such nullity or unenforceability shall be limited to those provisions. All other provisions herein not affected by such nullity or dependent on such invalid or unenforceable provisions shall remain valid and binding and shall be enforceable to the full extent allowed by law.

21. BINDING EFFECT. The terms, obligations, conditions and covenants of this Lease shall be binding on Lessee, the Lessor, their heirs, legal representatives and successors in interest and shall inure to the benefit of the same.

22. ENTIRE AGREEMENT. This Lease and, if any, attached documents are the complete agreement between the Lessor and the Lessee concerning the Premises. There are no oral agreements, understandings, promises, or representations between the Lessor and the Lessee affecting this Lease. All prior negotiations and understandings, if any, between the Parties hereto with respect to the Premises shall be of no force or effect and shall not be used to interpret this Lease. No modification or alteration to the terms or conditions of this Lease shall be binding unless expressly agreed to by the Lessor and the Lessee in a written instrument signed by both Parties.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto set their hands and seal as of this 19th day of
April, 2023.

LESSEE BOYETT'S CITRUS PACKERS, a Florida general partnership  _____ Name: Jose Gonzalez	LESSOR _____ JAMES OLESON _____ KATHERINE OLESON
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IN WITNESS WHEREOF, the parties hereto set their hands and seal as of this 19th day of

April, 2023.

LESSEE	LESSOR
BOYETT'S CITRUS PACKERS, a Florida general partnership	<u>James L. Oleson</u> JAMES OLESON
<hr/> Name: Jose Gonzalez	<u>Katherine L. Oleson</u> KATHERINE OLESON

BOYETT’S CITRUS PACKERS GENERAL PARTNERSHIP AGREEMENT

(A FLORIDA GENERAL PARTNERSHIP)

ARTICLES OF THE GENERAL PARTNERSHIP

THIS AGREEMENT OF GENERAL PARTNERSHIP (this “Agreement”) is made and entered into as of the April 19, 2023 by and among those persons listed on Exhibit 1 attached hereto and made a part hereof (being sometimes referred to herein individually as a “Partner” and collectively as the “Partners”), to join together in a general partnership for the purposes and upon the terms and conditions hereinafter set forth.

ARTICLE I

DEFINITIONS

Whenever used in this Agreement, the following terms shall have the meanings respectively assigned to them in this Article I, unless otherwise expressly provided herein or unless the context otherwise requires:

“Act” shall mean the Revised Uniform Partnership Act of 1995 as provided for under Florida law, consisting of ss. 620.81001-620.9902.

“Bankruptcy Code” shall mean Title XI of the U.S. Code.

“General Partnership” shall mean Boyett’s Citrus Packers, a Florida general partnership, which also does business as Boyett’s Citrus Packer, Boyett’s-Oleson Grove & Landscape, Boyette Grove, Boyett Grow and Boyetts.

“General Partnership Interest” shall mean the interest of a Partner in the General Partnership but such Partnership Interest is not equivalent to capital contributions.

“IRS Code” shall mean the Internal Revenue Code of 1986, as amended.

“Majority Partner Consent” shall mean the affirmative consent of Partners holding at least Seventy Percent (70%) of the General Partnership Interests.

“MMTC License” shall mean a medical marijuana treatment center license as provided for under the laws of the State of Florida.

“MMTC License Acquisition Costs” shall mean all fees and costs associated with the pursuit by the General Partnership of an MMTC License as provided for under the laws of the State of Florida, including the costs associated with submitting an application to the State of Florida for an MMTC License, legal and consulting fees incurred in pursuit thereof and application compilation and submission fees.

“Partners” shall mean those persons listed on Exhibit 1 attached hereto and made a part hereof.

ARTICLE II

ORGANIZATION

2.1 Formation. The Partners hereby enter into this Agreement for the purpose of forming the General Partnership under the provisions of the Act on the terms and conditions hereinafter set forth under the name and style of Boyett's Citrus Packers, a Florida general partnership (the "General Partnership"). The General Partnership also does business under the names and styles "Boyett's Citrus Packer", "Boyett's-Oleson Grove & Landscape", "Boyette Grove", "Boyett Grow" and "Boyetts".

ARTICLE III

CHARACTER, PLACE OF BUSINESS AND TERM OF PARTNERSHIP

3.1 Character of Business. The General Partnership has been organized to, and shall engage in, any lawful act or activity under the laws of the State of Florida and to exercise any other powers permitted to general partnerships under the laws of the State of Florida that are related or incidental to and necessary, convenient or advisable for the accomplishment of any lawful purpose under the laws of the State of Florida.

3.2 Place of Business. The principal office of the General Partnership shall be at 4355 Spring Lake Hwy, Brooksville, FL 34601, or at such other place or places as the Partners may from time to time determine.

3.3 Term. Unless earlier dissolved or terminated, consolidated, merged or converted into another entity pursuant to law or the provisions of this Agreement, the General Partnership as herein constituted shall continue in perpetuity.

ARTICLE IV

CAPITAL CONTRIBUTIONS

4.1 Capital Contributions of the Partners.

(a) The Partners shall make the capital contributions set forth opposite their names on Exhibit 1 hereto and shall receive the General Partnership Interests set forth on Exhibit 1. The General Partnership shall establish and maintain a capital account for each Partner in accordance with the IRS Code.

(b) Notwithstanding anything else set forth herein (including Section 6.1), Jose Gonzalez shall fund all MMTC License Acquisitions Costs on an as-needed basis as determined by Jose Gonzalez. Jose Gonzalez shall keep accurate records of all MMTC License Acquisitions Costs so funded and the expenditures thereof by the General Partnership. Jose Gonzalez shall send quarterly reports to the other General Partners of all such costs and expenditures (within 30 days following the end of each calendar quarter) until such time as the General Partnership is awarded an MMTC License or has reasonably determined that it will not be awarded an MMTC License.

4.2 Additional Capital. In the event at any time or times additional capital is required by the General Partnership (beyond the MMTC License Acquisition Costs or any out-of-pocket application preparation costs incurred by CT Botanicals LLC) to meet any obligation or to pay any liability of the General Partnership, the Partners may, in their sole discretion, borrow such required capital from any person or entity, including any Partner, on such terms and conditions as the Partners may determine by Majority Partner Consent. If the General Partnership does not borrow such additional capital, the Partners shall contribute the amount of such additional capital in such amount and in such proportion as determined by unanimous Partner consent.

4.3 Interest. No interest shall be paid on the capital contribution of any Partner.

ARTICLE V

PROFITS, LOSSES AND ACCOUNTING

5.1 Allocation of Profits and Losses. The net losses of the General Partnership shall be allocated first to the General Partners having positive capital account balances, in the amounts of and in proportion to the positive capital account balances, and thereafter to the General Partners bearing the ultimate risk of loss with respect to such losses (in proportion to ultimate risk of loss so borne). The net profits of the General Partnership shall be allocated first to offset any losses that have been allocated pursuant to the previous sentence and thereafter to the General Partners in accordance with their respective General Partnership Interests.

5.2 Accounting.

(a) The books of the General Partnership shall be kept on the cash basis and in accordance with generally accepted accounting principles consistently applied. The General Partnership books will be maintained at the principal office of the General Partnership, and each partner will have access to those books at all times. The books will be kept on a fiscal year basis, commencing January 1 and ending December 31, and they will be closed and balanced at the end of each fiscal year. An audit will be made as of the closing date.

(b) The fiscal year of the General Partnership shall be the calendar year.

ARTICLE VI

POWERS, DUTIES, LIABILITIES, COMPENSATION AND VOTING RIGHTS OF PARTNERS

6.1 Management, Duties, and Restrictions. The Partners shall act by Majority Partner Consent, provided that the General Partnership shall not take any of the following actions without Majority Partner Consent which shall include the affirmative consent of Jose Gonzalez:

(a) Sell all or substantially all of the General Partnership's property outside of the ordinary course of its business.

(b) Merge, consolidate or enter into any similar transaction between the General Partnership and one or more other entities in which the General Partnership is not the surviving entity.

(c) Make any expenditure outside the ordinary course of business.

(d) Borrow or lend money; or make, deliver, or accept any commercial paper on behalf of the General Partnership.

(e) Assign, mortgage, grant a security interest in, transfer, or pledge any debt to the General Partnership or release any debt, except on payment in full.

(f) Compromise any claim due to the General Partnership or submit to arbitration a dispute or controversy involving the General Partnership.

(g) Terminate the General Partnership.

6.2 Liabilities of Partners. In carrying out their duties hereunder, the Partners shall not be liable to the General Partnership or to any other Partner for any actions taken in good faith and reasonably believed to be in the best interests of the General Partnership, or for errors of judgment, but shall be liable for willful misconduct or a material adverse breach of this Agreement.

6.3 Compensation of Partners. The Partners shall not receive any compensation for services rendered to the General Partnership (unless otherwise agreed to by Majority Partner Consent), but shall be entitled to receive reimbursement of reasonable expenses incurred on behalf of the General Partnership except for capital contributions provided in Exhibit 1.

6.4 Reliance on Act of Partner. No financial institution or any other person, firm or corporation dealing with a Partner or the General Partnership shall be required to ascertain whether the Partner is acting in accordance with this Agreement, but such financial institution or such other person, firm or corporation shall be protected in relying solely upon the deed, transfer, or assurance of and the execution of such instrument or instruments by the Partner.

6.5 Other Partner Obligations.

(a) CT Botanicals LLC. Chris Visco, as sole owner of CT Botanicals LLC, hereby agrees that she shall facilitate all aspects of the MMTC licensing, including, but not limited to: (i) providing her experience in the cannabis space for any and all applications to obtain the MMTC License, (ii) providing net worth or similar type statements on any such applications as the General Partnership deems advisable for it to obtain an MMTC License, and (iii) providing assistance on any other matters relating to the application as reasonably requested by the General Partnership.

(b) James and Katherine Oleson. The Olesons agree to lease to the General Partnership the facility related to Boyett's Citrus Packers identified in the MMTC License application for use as the premises for the medical marijuana treatment facility, and the General Partnership may include the address of such facility on the application for the MMTC License. Further, the Olesons acknowledges that the General Partnership will use Boyett's Citrus Packer's

historical operations as part of its application as such historical operations may provide a preference over other applicants.

ARTICLE VII

DISTRIBUTIONS AND PAYMENTS TO PARTNERS

7.1 Distributions. Funds available for distribution after payment of or reserve for current General Partnership liabilities, shall, upon Majority Partner Consent be distributed to the Partners, first to the Partners an amount equal to their aggregate unreturned capital contributions (pro rata in accordance with relative unreturned capital contributions) and thereafter in accordance with their respective General Partnership Interests. No General Partnership property shall be distributed in kind.

7.2 Withdrawals. No Partner shall have the right to withdraw from his capital account except as provided herein.

ARTICLE VIII

TRANSFERS OF INTERESTS

8.1 Partners. Except as set forth in this Section 8.1, no Partner shall have the right to transfer all or a portion of his or her General Partnership Interest without Majority Partner Consent and approval of the applicable agencies of the State of Florida. If a Partner dies, or shall be adjudicated insolvent, or if there shall be entered an order for relief naming a Partner as the debtor in proceedings under any chapter of the Bankruptcy Code, such Partner's successor, transferee or trustee, as the case may be, shall become the assignee of his or her General Partnership Interest, but shall not become a general partner of the General Partnership without Majority Partner Consent; provided, however, in the event an Oleson dies, such Oleson's General Partnership Interest shall automatically and without any further action transfer to the other Oleson.

ARTICLE IX

TERMINATION OF THE GENERAL PARTNERSHIP

9.1 Termination. The General Partnership shall be dissolved upon the first to occur of the following: (i) the sale of substantially all of the General Partnership's assets, (ii) Majority Partner Consent to dissolve the General Partnership, and (iii) the entry of a decree of judicial dissolution of the General Partnership under Florida law. Upon dissolution of the General Partnership, the Partners shall proceed with the winding up of the General Partnership and its assets shall be sold, if possible, and the proceeds applied and distributed as provided herein.

9.2 Payment of Debts. The General Partnership assets shall first be applied to the payment of the liabilities of the General Partnership (other than any loans or advances that may have been made by Partners to the General Partnership) and the expenses of liquidation. A reasonable time shall be allowed for the orderly liquidation of the assets of the General Partnership and the discharge of liabilities to creditors so to enable the Partners to minimize any losses resulting from liquidation.

9.3 Debts to Partner. The remaining General Partnership assets shall next be applied to the repayment of any loans, including interest thereon, made to the General Partnership by the Partners, with the most recent loans being repaid first.

9.4 Distribution to Partners. The remaining General Partnership assets shall thereafter be distributed to the Partners in accordance with Section 7.1.

9.5 Reserve. Notwithstanding Section 9.4, the General Partnership may retain such amount as it deems necessary as a reserve for any contingent liabilities or obligations of the General Partnership, which reserve, after the passage of a reasonable period of time, shall be distributed pursuant to the provisions of this Article IX.

9.6 Final Accounting. The General Partnership shall deliver to the Partners a statement that shall set forth the assets and liabilities of the General Partnership as of the date of the completion of the liquidation.

ARTICLE X

AMENDMENTS

10.1 Authority to Amend. This Agreement contains the entire understanding between the parties with respect to its subject matter, and all prior understandings relating to it are merged in this Agreement. The Agreement may be amended, revoked, or terminated only by unanimous Partner consent.

ARTICLE XI

MISCELLANEOUS

11.1 Governing Law. The General Partnership and this Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

11.2 Agreement for Further Execution. At any time or times upon the request of a Partner, each Partner agrees to sign and swear to any certificate, any amendment to or cancellation of such certificate, acknowledge similar certificates or affidavits or certificates of fictitious firm name or the like (and any amendments or cancellations thereof) required by the laws of Florida, or any other jurisdiction in which the General Partnership does, or proposes to do, business, and cause the filing of any of the same for record wherever such filing shall be required by law. This Section shall not prejudice or affect the rights of a Partner to approve amendments to this Agreement pursuant to Section 10.1.

11.3 Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings or agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

11.4 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdictions in which the General Partnership does business. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

11.5 Notices. Notices to Partners or to the General Partnership shall be deemed to have been given when (i) personally delivered, (ii) mailed by prepaid registered or certified mail, or (iii) deposited with a nationally recognized overnight courier for next business day delivery, addressed to a Partner at his or her address set forth on Exhibit 1, unless a notice of change of address has previously been given in writing by a Partner to the General Partnership and the other Partners, in which case such notice shall be sent to the address set forth in such notice of change of address.

11.6 Tax Matters Representative. The Partners shall designate a Partner to handle all tax matters for the General Partnership. The Partners hereby designate Jose Gonzalez as the Tax Matters Representative.

11.7 Titles and Captions. All titles and captions are for convenience only, do not form a substantive part of this Agreement, and shall not restrict or expand any substantive provisions of this Agreement.

11.8 Counterparts. This Agreement may be executed in multiple counterparts, each one of which shall constitute an original executed copy of this Agreement.

11.9 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require.

11.10 Construction. All matters pertaining to the validity, construction, and effect of the Agreement will be governed by the laws of the state of Florida.

11.11 Voting. In all matters requiring the vote, consent, or approval of the partners, each partner will vote in proportion to his or her percentage General Partnership Interest from time to time. Each Partner may exercise a vote by written or oral notification to the other Partners.

11.12 Agreement Drafted by Gonzalez Attorney. Each Partner acknowledges that Jose Gonzalez's counsel, Taft Stettinius & Hollister LLP ("Taft"), prepared this Agreement on behalf of and in the course of its representation of Jose Gonzalez, and that Taft has not represented and will not be representing any of the other Partners in connection with the General Partnership, is acting as counsel only for Jose Gonzalez, and has not provided tax or business advice to the other Partners (each other Partner hereby being advised to rely upon separate counsel in connection with this Agreement and the transactions contemplated hereby). Each other Partner hereby waives all potential conflicts of interest resulting from the ongoing or future representation of the General Partnership or its affiliates by Taft on matters for which Taft is retained as counsel by Jose Gonzalez, the General Partnership or their affiliates.

[SIGNATURE PAGE FOLLOWS]

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

PARTNERS:

By: Katherine L. Oleson
Name: Katherine L. Oleson

By: James L. Oleson
Name: James L. Oleson

By: _____
Name: Jose Gonzalez

CT BOTANICALS LLC

By: _____
Name: Chris Visco, Manager

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

PARTNERS:

By: _____

Name: Katherine L. Oleson

By: _____

Name: James L. Oleson

By: _____

Name: Jose Gonzalez

CT BOTANICALS LLC

By: _____

Name: Chris Visco, Manager

EXHIBIT 1

MEMBERS NAMES	CAPITAL CONTRIBUTIONS	GENERAL PARTNERSHIP INTEREST
Katherine L. Oleson	None.	18.75%
James L. Oleson	None.	18.75%
Jose Gonzalez	MMTC License Acquisition Costs.	37.5%
CT BOTANICALS LLC	Out-of-pocket Application Preparation Costs*	25%

* CT Botanicals will deliver monthly updates for out-of-pocket costs incurred with demonstrative backup therefor in order for any such out-of-pocket costs to be deemed Capital Contributions

BOYETT’S CITRUS PACKERS GENERAL PARTNERSHIP AGREEMENT

(A FLORIDA GENERAL PARTNERSHIP)

ARTICLES OF THE GENERAL PARTNERSHIP

THIS AGREEMENT OF GENERAL PARTNERSHIP (this “Agreement”) is made and entered into as of the April 19, 2023 by and among those persons listed on Exhibit 1 attached hereto and made a part hereof (being sometimes referred to herein individually as a “Partner” and collectively as the “Partners”), to join together in a general partnership for the purposes and upon the terms and conditions hereinafter set forth.

ARTICLE I

DEFINITIONS

Whenever used in this Agreement, the following terms shall have the meanings respectively assigned to them in this Article I, unless otherwise expressly provided herein or unless the context otherwise requires:

“Act” shall mean the Revised Uniform Partnership Act of 1995 as provided for under Florida law, consisting of ss. 620.81001-620.9902.

“Bankruptcy Code” shall mean Title XI of the U.S. Code.

“General Partnership” shall mean Boyett’s Citrus Packers, a Florida general partnership, which also does business as Boyett’s Citrus Packer, Boyett’s-Oleson Grove & Landscape, Boyette Grove, Boyett Grow and Boyetts.

“General Partnership Interest” shall mean the interest of a Partner in the General Partnership but such Partnership Interest is not equivalent to capital contributions.

“IRS Code” shall mean the Internal Revenue Code of 1986, as amended.

“Majority Partner Consent” shall mean the affirmative consent of Partners holding at least Seventy Percent (70%) of the General Partnership Interests.

“MMTC License” shall mean a medical marijuana treatment center license as provided for under the laws of the State of Florida.

“MMTC License Acquisition Costs” shall mean all fees and costs associated with the pursuit by the General Partnership of an MMTC License as provided for under the laws of the State of Florida, including the costs associated with submitting an application to the State of Florida for an MMTC License, legal and consulting fees incurred in pursuit thereof and application compilation and submission fees.

“Partners” shall mean those persons listed on Exhibit 1 attached hereto and made a part hereof.

ARTICLE II

ORGANIZATION

2.1 Formation. The Partners hereby enter into this Agreement for the purpose of forming the General Partnership under the provisions of the Act on the terms and conditions hereinafter set forth under the name and style of Boyett's Citrus Packers, a Florida general partnership (the "General Partnership"). The General Partnership also does business under the names and styles "Boyett's Citrus Packer", "Boyett's-Oleson Grove & Landscape", "Boyette Grove", "Boyett Grow" and "Boyetts".

ARTICLE III

CHARACTER, PLACE OF BUSINESS AND TERM OF PARTNERSHIP

3.1 Character of Business. The General Partnership has been organized to, and shall engage in, any lawful act or activity under the laws of the State of Florida and to exercise any other powers permitted to general partnerships under the laws of the State of Florida that are related or incidental to and necessary, convenient or advisable for the accomplishment of any lawful purpose under the laws of the State of Florida.

3.2 Place of Business. The principal office of the General Partnership shall be at 4355 Spring Lake Hwy, Brooksville, FL 34601, or at such other place or places as the Partners may from time to time determine.

3.3 Term. Unless earlier dissolved or terminated, consolidated, merged or converted into another entity pursuant to law or the provisions of this Agreement, the General Partnership as herein constituted shall continue in perpetuity.

ARTICLE IV

CAPITAL CONTRIBUTIONS

4.1 Capital Contributions of the Partners.

(a) The Partners shall make the capital contributions set forth opposite their names on Exhibit 1 hereto and shall receive the General Partnership Interests set forth on Exhibit 1. The General Partnership shall establish and maintain a capital account for each Partner in accordance with the IRS Code.

(b) Notwithstanding anything else set forth herein (including Section 6.1), Jose Gonzalez shall fund all MMTC License Acquisitions Costs on an as-needed basis as determined by Jose Gonzalez. Jose Gonzalez shall keep accurate records of all MMTC License Acquisitions Costs so funded and the expenditures thereof by the General Partnership. Jose Gonzalez shall send quarterly reports to the other General Partners of all such costs and expenditures (within 30 days following the end of each calendar quarter) until such time as the General Partnership is awarded an MMTC License or has reasonably determined that it will not be awarded an MMTC License.

4.2 Additional Capital. In the event at any time or times additional capital is required by the General Partnership (beyond the MMTC License Acquisition Costs or any out-of-pocket application preparation costs incurred by CT Botanicals LLC) to meet any obligation or to pay any liability of the General Partnership, the Partners may, in their sole discretion, borrow such required capital from any person or entity, including any Partner, on such terms and conditions as the Partners may determine by Majority Partner Consent. If the General Partnership does not borrow such additional capital, the Partners shall contribute the amount of such additional capital in such amount and in such proportion as determined by unanimous Partner consent.

4.3 Interest. No interest shall be paid on the capital contribution of any Partner.

ARTICLE V

PROFITS, LOSSES AND ACCOUNTING

5.1 Allocation of Profits and Losses. The net losses of the General Partnership shall be allocated first to the General Partners having positive capital account balances, in the amounts of and in proportion to the positive capital account balances, and thereafter to the General Partners bearing the ultimate risk of loss with respect to such losses (in proportion to ultimate risk of loss so borne). The net profits of the General Partnership shall be allocated first to offset any losses that have been allocated pursuant to the previous sentence and thereafter to the General Partners in accordance with their respective General Partnership Interests.

5.2 Accounting.

(a) The books of the General Partnership shall be kept on the cash basis and in accordance with generally accepted accounting principles consistently applied. The General Partnership books will be maintained at the principal office of the General Partnership, and each partner will have access to those books at all times. The books will be kept on a fiscal year basis, commencing January 1 and ending December 31, and they will be closed and balanced at the end of each fiscal year. An audit will be made as of the closing date.

(b) The fiscal year of the General Partnership shall be the calendar year.

ARTICLE VI

POWERS, DUTIES, LIABILITIES, COMPENSATION AND VOTING RIGHTS OF PARTNERS

6.1 Management, Duties, and Restrictions. The Partners shall act by Majority Partner Consent, provided that the General Partnership shall not take any of the following actions without Majority Partner Consent which shall include the affirmative consent of Jose Gonzalez:

(a) Sell all or substantially all of the General Partnership's property outside of the ordinary course of its business.

(b) Merge, consolidate or enter into any similar transaction between the General Partnership and one or more other entities in which the General Partnership is not the surviving entity.

(c) Make any expenditure outside the ordinary course of business.

(d) Borrow or lend money; or make, deliver, or accept any commercial paper on behalf of the General Partnership.

(e) Assign, mortgage, grant a security interest in, transfer, or pledge any debt to the General Partnership or release any debt, except on payment in full.

(f) Compromise any claim due to the General Partnership or submit to arbitration a dispute or controversy involving the General Partnership.

(g) Terminate the General Partnership.

6.2 Liabilities of Partners. In carrying out their duties hereunder, the Partners shall not be liable to the General Partnership or to any other Partner for any actions taken in good faith and reasonably believed to be in the best interests of the General Partnership, or for errors of judgment, but shall be liable for willful misconduct or a material adverse breach of this Agreement.

6.3 Compensation of Partners. The Partners shall not receive any compensation for services rendered to the General Partnership (unless otherwise agreed to by Majority Partner Consent), but shall be entitled to receive reimbursement of reasonable expenses incurred on behalf of the General Partnership except for capital contributions provided in Exhibit 1.

6.4 Reliance on Act of Partner. No financial institution or any other person, firm or corporation dealing with a Partner or the General Partnership shall be required to ascertain whether the Partner is acting in accordance with this Agreement, but such financial institution or such other person, firm or corporation shall be protected in relying solely upon the deed, transfer, or assurance of and the execution of such instrument or instruments by the Partner.

6.5 Other Partner Obligations.

(a) CT Botanicals LLC. Chris Visco, as sole owner of CT Botanicals LLC, hereby agrees that she shall facilitate all aspects of the MMTC licensing, including, but not limited to: (i) providing her experience in the cannabis space for any and all applications to obtain the MMTC License, (ii) providing net worth or similar type statements on any such applications as the General Partnership deems advisable for it to obtain an MMTC License, and (iii) providing assistance on any other matters relating to the application as reasonably requested by the General Partnership.

(b) James and Katherine Oleson. The Olesons agree to lease to the General Partnership the facility related to Boyett's Citrus Packers identified in the MMTC License application for use as the premises for the medical marijuana treatment facility, and the General Partnership may include the address of such facility on the application for the MMTC License. Further, the Olesons acknowledges that the General Partnership will use Boyett's Citrus Packer's

historical operations as part of its application as such historical operations may provide a preference over other applicants.

ARTICLE VII

DISTRIBUTIONS AND PAYMENTS TO PARTNERS

7.1 Distributions. Funds available for distribution after payment of or reserve for current General Partnership liabilities, shall, upon Majority Partner Consent be distributed to the Partners, first to the Partners an amount equal to their aggregate unreturned capital contributions (pro rata in accordance with relative unreturned capital contributions) and thereafter in accordance with their respective General Partnership Interests. No General Partnership property shall be distributed in kind.

7.2 Withdrawals. No Partner shall have the right to withdraw from his capital account except as provided herein.

ARTICLE VIII

TRANSFERS OF INTERESTS

8.1 Partners. Except as set forth in this Section 8.1, no Partner shall have the right to transfer all or a portion of his or her General Partnership Interest without Majority Partner Consent and approval of the applicable agencies of the State of Florida. If a Partner dies, or shall be adjudicated insolvent, or if there shall be entered an order for relief naming a Partner as the debtor in proceedings under any chapter of the Bankruptcy Code, such Partner's successor, transferee or trustee, as the case may be, shall become the assignee of his or her General Partnership Interest, but shall not become a general partner of the General Partnership without Majority Partner Consent; provided, however, in the event an Oleson dies, such Oleson's General Partnership Interest shall automatically and without any further action transfer to the other Oleson.

ARTICLE IX

TERMINATION OF THE GENERAL PARTNERSHIP

9.1 Termination. The General Partnership shall be dissolved upon the first to occur of the following: (i) the sale of substantially all of the General Partnership's assets, (ii) Majority Partner Consent to dissolve the General Partnership, and (iii) the entry of a decree of judicial dissolution of the General Partnership under Florida law. Upon dissolution of the General Partnership, the Partners shall proceed with the winding up of the General Partnership and its assets shall be sold, if possible, and the proceeds applied and distributed as provided herein.

9.2 Payment of Debts. The General Partnership assets shall first be applied to the payment of the liabilities of the General Partnership (other than any loans or advances that may have been made by Partners to the General Partnership) and the expenses of liquidation. A reasonable time shall be allowed for the orderly liquidation of the assets of the General Partnership and the discharge of liabilities to creditors so to enable the Partners to minimize any losses resulting from liquidation.

9.3 Debts to Partner. The remaining General Partnership assets shall next be applied to the repayment of any loans, including interest thereon, made to the General Partnership by the Partners, with the most recent loans being repaid first.

9.4 Distribution to Partners. The remaining General Partnership assets shall thereafter be distributed to the Partners in accordance with Section 7.1.

9.5 Reserve. Notwithstanding Section 9.4, the General Partnership may retain such amount as it deems necessary as a reserve for any contingent liabilities or obligations of the General Partnership, which reserve, after the passage of a reasonable period of time, shall be distributed pursuant to the provisions of this Article IX.

9.6 Final Accounting. The General Partnership shall deliver to the Partners a statement that shall set forth the assets and liabilities of the General Partnership as of the date of the completion of the liquidation.

ARTICLE X

AMENDMENTS

10.1 Authority to Amend. This Agreement contains the entire understanding between the parties with respect to its subject matter, and all prior understandings relating to it are merged in this Agreement. The Agreement may be amended, revoked, or terminated only by unanimous Partner consent.

ARTICLE XI

MISCELLANEOUS

11.1 Governing Law. The General Partnership and this Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

11.2 Agreement for Further Execution. At any time or times upon the request of a Partner, each Partner agrees to sign and swear to any certificate, any amendment to or cancellation of such certificate, acknowledge similar certificates or affidavits or certificates of fictitious firm name or the like (and any amendments or cancellations thereof) required by the laws of Florida, or any other jurisdiction in which the General Partnership does, or proposes to do, business, and cause the filing of any of the same for record wherever such filing shall be required by law. This Section shall not prejudice or affect the rights of a Partner to approve amendments to this Agreement pursuant to Section 10.1.

11.3 Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings or agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

11.4 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdictions in which the General Partnership does business. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

11.5 Notices. Notices to Partners or to the General Partnership shall be deemed to have been given when (i) personally delivered, (ii) mailed by prepaid registered or certified mail, or (iii) deposited with a nationally recognized overnight courier for next business day delivery, addressed to a Partner at his or her address set forth on Exhibit 1, unless a notice of change of address has previously been given in writing by a Partner to the General Partnership and the other Partners, in which case such notice shall be sent to the address set forth in such notice of change of address.

11.6 Tax Matters Representative. The Partners shall designate a Partner to handle all tax matters for the General Partnership. The Partners hereby designate Jose Gonzalez as the Tax Matters Representative.

11.7 Titles and Captions. All titles and captions are for convenience only, do not form a substantive part of this Agreement, and shall not restrict or expand any substantive provisions of this Agreement.

11.8 Counterparts. This Agreement may be executed in multiple counterparts, each one of which shall constitute an original executed copy of this Agreement.

11.9 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require.

11.10 Construction. All matters pertaining to the validity, construction, and effect of the Agreement will be governed by the laws of the state of Florida.

11.11 Voting. In all matters requiring the vote, consent, or approval of the partners, each partner will vote in proportion to his or her percentage General Partnership Interest from time to time. Each Partner may exercise a vote by written or oral notification to the other Partners.

11.12 Agreement Drafted by Gonzalez Attorney. Each Partner acknowledges that Jose Gonzalez's counsel, Taft Stettinius & Hollister LLP ("Taft"), prepared this Agreement on behalf of and in the course of its representation of Jose Gonzalez, and that Taft has not represented and will not be representing any of the other Partners in connection with the General Partnership, is acting as counsel only for Jose Gonzalez, and has not provided tax or business advice to the other Partners (each other Partner hereby being advised to rely upon separate counsel in connection with this Agreement and the transactions contemplated hereby). Each other Partner hereby waives all potential conflicts of interest resulting from the ongoing or future representation of the General Partnership or its affiliates by Taft on matters for which Taft is retained as counsel by Jose Gonzalez, the General Partnership or their affiliates.

[SIGNATURE PAGE FOLLOWS]

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

PARTNERS:

By: Katherine L Oleson
Name: Katherine L. Oleson

By: James L Oleson
Name: James L. Oleson

By: _____
Name: Jose Gonzalez

CT BOTANICALS LLC

By: _____
Name: Chris Visco, Manager

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

PARTNERS:

By: _____

Name: Katherine L. Oleson

By: _____

Name: James L. Oleson

By: _____

Name: Jose Gonzalez

CT BOTANICALS LLC

By: _____

Name: Chris Visco, Manager

EXHIBIT 1

MEMBERS NAMES	CAPITAL CONTRIBUTIONS	GENERAL PARTNERSHIP INTEREST
Katherine L. Oleson	None.	18.75%
James L. Oleson	None.	18.75%
Jose Gonzalez	MMTC License Acquisition Costs.	37.5%
CT BOTANICALS LLC	Out-of-pocket Application Preparation Costs*	25%

* CT Botanicals will deliver monthly updates for out-of-pocket costs incurred with demonstrative backup therefor in order for any such out-of-pocket costs to be deemed Capital Contributions

Subsection 4.13.3
Capitalization Tables, Change of Control, and Related Entities

Section 4.13.3 of the Application Instructions requires an applicant to identify the natural person owners and natural person beneficiaries of all entities listed on the requested capitalization table. Subsection 4.13 of your Application includes a capitalization table reflecting ownership by several entities. However, you did not identify all natural person owners and investors of those entities.

First, please provide a single, aggregated and fully diluted capitalization table to sum all natural person interests to 100%. The table must list all share types and interests and must show the aggregate sum of shares, including those associated with or flowing to any natural person owners or investors of the applicant.

Fully Diluted Capitalization Table for Boyett's Citrus Packers				
Natural Persons	Owner or Investor of Applicant	Common Units	Common Unit Equivalent	Fully Diluted % Owned
Katherine L. Oleson	Owner	18.75	-	18.75%
James L. Oleson	Owner	18.75	-	18.75%
Jose Gonzalez	Owner	37.5	-	37.5%
Chris Visco*	Owner	-	24.75	24.75%
Gerard G. Genua*	Investor	-	00.25	00.25%
Total	-	75	25	100%

*CT Botanicals LLC holds 25% of the common units of the Applicant. Chris Visco and MOTM Corp. hold 99% and 1%, respectively, of the membership units of CT Botanicals LLC. Gerard G. Genua holds 100% interest in MOTC Corp.

Second, for purposes of ownership attribution, please provide the nature of the familial relationship, if any, among and between the individuals listed in Subsection 4.13.3 of the Application, as some individuals share the same last name.

Katherine L. Oleson and James L. Oleson are husband and wife.

Third, if any natural person meets the definition of “owner” or “manager,” even if by familial attribution of ownership (as provide by Department rule), such natural persons must submit a completed Form 2 to the Department and a full set of fingerprints to a Livescan Service Provider for purposes of level 2 background screening. Those natural

persons must also be added to an updated list of owners and managers in Subsection 4.3.3 of your Application and submitted to the Department.

Not applicable.

Lastly, please provide the Operating Agreement for CT Botanicals LLC, which is referenced in the Application.

Please see attachment that follows.

OPERATING AGREEMENT
OF
CT BOTANICALS LLC
(A CONNECTICUT MANAGER-MANAGED LIMITED LIABILITY COMPANY)

THE UNITS EVIDENCED AND GOVERNED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR APPLICABLE STATE SECURITIES LAWS BY REASON OF THEIR ISSUANCE IN TRANSACTIONS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF 1933 AND APPLICABLE STATE SECURITIES LAWS. THE UNITS EVIDENCED AND GOVERNED BY THIS AGREEMENT MUST BE HELD INDEFINITELY UNLESS (A) A SUBSEQUENT DISPOSITION THEREOF IS REGISTERED UNDER THE SECURITIES ACT OF 1933 AND APPLICABLE STATE SECURITIES LAWS OR IS EXEMPT FROM REGISTRATION THEREUNDER AND (B) THE OTHER RESTRICTIONS ON TRANSFER OF SUCH MEMBERSHIP INTERESTS CONTAINED IN THIS AGREEMENT ARE COMPLIED WITH IN CONNECTION WITH SUCH SUBSEQUENT DISPOSITION.

**OPERATING AGREEMENT
OF
CT BOTANICALS LLC**

This OPERATING AGREEMENT (this “Agreement”) of CT BOTANICALS LLC, a Connecticut limited liability company (the “Company”), is made as of April __, 2023 effective as of April 18, 2023 (the “Effective Date”), by and among the Company and those Persons (as hereinafter defined) set forth on the signature page hereto and admitted from time to time as Members (as hereinafter defined) in accordance with the provisions hereof. Unless context clearly requires otherwise, capitalized terms shall have the meanings given to them in Article 1.

R E C I T A L S:

WHEREAS, the Company was formed under the laws of the State of Connecticut by the filing of the Certificate of Organization (the “Certificate”) with the Connecticut Secretary of State (the “Secretary of State”) on April 18, 2023 pursuant to the terms of the Act; and

WHEREAS, the Company and the Members have entered into this Agreement to reflect their agreement with respect to the rights and obligations of the members and the conduct of the Company’s affairs.

NOW, THEREFORE, in consideration of the foregoing and the mutual terms and covenants contained in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**ARTICLE 1
DEFINITIONS**

1.01 *Definitions.* Capitalized terms used in this Agreement shall have the respective meanings set forth below:

“2005-43 Election” has the meaning ascribed to it in Section 13.01.

“Acceptance Notice” has the meaning ascribed to it in Section 10.05(b).

“Accredited Investor” has the meaning ascribed to it in Regulation D promulgated under the Securities Act.

“Act” means the Connecticut Uniform Limited Liability Act, Conn. Gen. Stat. §§ 34-243 *et seq.*, Fla. Stat., and any successor statute, as amended from time to time.

“Additional Unit Notice” has the meaning ascribed to it in Section 10.07.

“Additional Units” has the meaning ascribed to it in Section 10.07.

“Adjusted Capital Account Deficit” shall mean, with respect to any Member, the deficit balance, if any, in such Member’s Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments: (i) credit to such Capital Account any amounts which such Member is obligated to restore (pursuant to the terms of such Member’s promissory note or otherwise) or is deemed to be obligated to restore pursuant to Treasury Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5); and (ii) debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-

1(b)(2)(ii)(d)(6) of the Regulations. The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

“Affiliate” means, with respect to any Person, a Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Person, including any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, is under common investment management with, shares the same management or advisory company with or is otherwise affiliated with such Person. For the purpose of this definition, “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management of any Person, whether through the ownership of voting securities, by contract, credit arrangement or otherwise.

“Agreement” has the meaning ascribed to it in the preamble.

“Approved Sale” means a Sale Transaction that is approved by: (i) the Manager and (ii) Members holding a majority of the Units then held by the Members.

“Business” means the business of the Company and its direct and indirect Subsidiaries.

“Business Day” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in the State of Connecticut.

“Capital Account” means, with respect to any Member, such Member’s capital account established and maintained in accordance with the provisions of this Agreement.

“Capital Commitment” means, with respect to each Member, the aggregate amount of Capital Contributions such Member has agreed to make to the Company.

“Capital Contribution” means, with respect to any Member, the amount of money and the fair market value of any property other than money contributed to the capital of the Company by such Member (net of liabilities assumed by the Company or to which property contributed to the Company is subject) in accordance with the provisions of this Agreement.

“Capital Contribution Percentage” means, for any Member, at any time of determination, the amount of such Member’s Capital Contributions divided by the total Capital Contributions made by all of the Members, expressed as a percentage.

“Centralized Audit Rules” has the meaning ascribed to it in Section 13.02(a).

“Certificate” has the meaning ascribed to it in the recitals.

“Code” means the United States Internal Revenue Code of 1986, as amended from time to time.

“Company Minimum Gain” shall have the same meaning as partnership minimum gain set forth in Treasury Regulation Sections 1.704-2(b)(2) and 1.704-2(d).

“Confidential Information” has the meaning ascribed to it in Section 12.03(b).

“Default Rule” has the meaning ascribed to it in Section 1.03.

“Depreciation” shall mean, for each Fiscal Year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for Federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the Federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; *provided*, however, that if the Federal income tax depreciation, amortization, or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Manager.

“Dissolution Event” has the meaning ascribed to it in Section 14.01.

“Distributable Cash” at any time means all cash of the Company which the Manager determines is available for distribution to the Members at such time, after taking into account (a) the amount of cash required for payment of all current expenses, liabilities and obligations of the Company (whether for expense items, capital expenditures, improvements, retirement of indebtedness or otherwise) and (b) the amount of cash which the Manager deems necessary or appropriate to establish reserves for the payment of future expenses, liabilities, obligations, capital expenditures, investments, improvements, retirements of debt, operations or contingencies, known or unknown, liquidated or unliquidated, including liabilities which may be incurred in liquidation and liabilities undertaken pursuant to the indemnification provisions of this Agreement.

“Distributable Cash From Operations” means all Distributable Cash except for Distributable Cash From Sale Transactions.

“Distributable Cash From Sale Transactions” means the proceeds from all Sale Transactions, net of any portion of such proceeds used to pay or establish reasonable reserves for debts and liabilities of the Company (including expenses related to such Sale Transactions); *provided*, that any proceeds released from any such reserves shall be Distributable Cash From Sale Transactions.

“Distribution” means a distribution made by the Company to a Member, whether in cash, property or securities of the Company and whether by liquidating distribution or otherwise; *provided*, that none of the following shall be a Distribution: (a) any redemption or repurchase by the Company or any Member of any Units; (b) any recapitalization or exchange of securities of the Company; (c) any subdivision (by a split of Units or otherwise) or any combination (by a reverse split of Units or otherwise) of any outstanding Units; or (d) any fees or remuneration paid to any Member in such Member’s capacity as a service provider for the Company or its Subsidiary. “Distribute” when used as a verb shall have a correlative meaning.

“Electing Member” has the meaning ascribed to it in Section 10.07.

“Election Notice” has the meaning ascribed to it in Section 10.07.

“Electronic Transmission” means any process of communication not directly involving the physical transfer of paper that is suitable for the retention, retrieval and reproduction of information by the recipient.

“Fair Market Value” means the fair market value of the asset in question, as determined in the good faith judgment of the Manager. In the case of Units, Fair Market Value means the amount that would be distributable in respect of such Unit if the assets of the Company as a going concern were sold in an orderly arm’s length transaction between a single willing buyer and a single willing seller, neither being under any compulsion to buy or sell and each having reasonable knowledge of all relevant facts, and designed to maximize proceeds therefrom, the liabilities of the Company were paid and the net proceeds of the sale

then were distributed in accordance with Article 14, as determined in good faith by the Manager with due regard to the value implied by any transaction giving rise to the need for a determination of Fair Market Value, in each case without discount for illiquidity or minority interest.

“Family Group” means, with respect to an individual Member or other Person owning Units, such Person, such Person’s spouse, siblings, ancestors and descendants (whether natural, by marriage or adopted) and any trust or other estate planning vehicle solely for the benefit of such Person and/or such Person’s spouse, siblings, their respective ancestors and/or descendants (whether natural, by marriage or adopted).

“Fiscal Year” of the Company shall end on December 31 of each calendar year, except as may otherwise be required by the Code or the Treasury Regulations; *provided*, that (i) in the case of the Company’s first fiscal year, Fiscal Year means the period from and including the date on which the Company is formed under the Act to December 31 of such year and (ii) the final Fiscal Year of the Company shall end on the date on which the winding up of the Company is completed.

“GAAP” means United States generally accepted accounting principles as in effect from time to time and applied on a consistent basis.

“Governmental Authority” means any supranational, national, state, municipal, local or foreign government, any instrumentality, subdivision, court, administrative agency or commission or other authority thereof, or any quasi-governmental or private body exercising any regulatory, taxing, importing or other governmental or quasi-governmental authority or any judicial authority (or any department, bureau or division thereof).

“Gross Asset Value” with respect to any asset shall mean the asset’s adjusted basis for Federal income tax purposes, except as follows:

(1) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Company;

(2) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Manager, as of the following times:

(a) 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;

(b) the distribution by the Company to a Member of more than a de minimis amount of Company property other than money as consideration for an interest in the Company; and

(c) the liquidation of the Company for Federal income tax purposes within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(g); *provided, however*, that the adjustments pursuant to clauses (a) and (b) above shall be made only if the Manager reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(3) The Gross Asset Value of any Company asset distributed to any Member shall be the gross fair market value of such asset on the date of distribution;

(4) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant

to Regulation Section 1.704-1(b)(2)(iv)(m) and Section 4.3(g) hereof; *provided, however*, that Gross Asset Values shall not be adjusted pursuant to this subparagraph (4) to the extent the Manager determines that an adjustment pursuant to subparagraph (2) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (4); and

(5) If the Gross Asset Value of an asset has been determined pursuant to subparagraphs (1), (2) or (4) hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

“Indemnifying Member” has the meaning ascribed to it in Section 9.03(b).

“Indemnitee” has the meaning ascribed to it in Section 15.01.

“Independent Third Party” means any Person that, immediately prior to the contemplated transaction, (i) is not a Person that directly or indirectly owns in excess of 5% of the outstanding Units on a fully-diluted basis (a “5% Owner”), (ii) is not an Affiliate of any such 5% Owner and (iii) is not a member of the Family Group of any such 5% Owner.

“Investor Member” means MOTM Corp.

“IRS” means the United States Internal Revenue Service.

“Issuance Notice” has the meaning ascribed to it in Section 10.07.

“Law” means all laws, statutes, rules, ordinances, codes, regulations, judgments, decrees, injunctions, writs or orders of any Governmental Authority.

“Local Regulatory Agency” means the state and local authority or agencies that have regulatory control, or licensing approval rights, over the business the Company conducts within their jurisdictions. The Company owns assets and operates in the cannabis industry in the United States, and as such its operations might be illegal under federal law.

“Manager” has the meaning ascribed to it in Section 5.01.

“Member” means any Person that (i) (A) is one of the Members of the Company as of the date hereof and is listed as such in Schedule 1, or (B) has been admitted to the Company as a Member in accordance with this Agreement, and (ii) has not ceased to be a Member for any reason.

“Member Nonrecourse Debt” shall have the same meaning as “partner nonrecourse debt” set forth in Sections 1.704-2(b)(4) and 1.704-2(i) of the Treasury Regulations.

“Member Nonrecourse Debt Minimum Gain” shall have the same meaning as “partner nonrecourse debt minimum gain” set forth in Treasury Regulation Section 1.704-2(i) and shall be determined in accordance with the principles of such Section of the Treasury Regulations.

“Member Nonrecourse Deductions” shall have the same meaning as “partner nonrecourse deductions” set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Treasury Regulations.

“Net Cash Flow” means the gross cash receipts of the Company during any Fiscal Year, including the proceeds of any borrowing by the Company, less the portion thereof used or reserved during such Fiscal Year to pay expenses, to repay indebtedness, to fund capital improvements and replacements or otherwise

to fund cash outlays of the Company, all as determined by the Manager. “Net Cash Flow” shall not be reduced by depreciation, amortization, cost recovery deductions or similar non-cash allowances, and shall be increased by any reductions of reserves previously established.

“New Members” has the meaning ascribed to it in Section 4.01.

“Non-Electing Member” has the meaning ascribed to it in Section 10.07.

“Nonrecourse Deductions” shall mean deductions having the meaning set forth in Sections 1.704-2(b)(1) and 1.704-2(c) of the Treasury Regulations

“Offer Notice” has the meaning ascribed to it in Section 10.05(a).

“Offered Units” has the meaning ascribed to it in Section 10.05(a).

“Offering Member” has the meaning ascribed to it in Section 10.05(a).

“Partnership Representative” has the meaning ascribed to it in Section 13.02(a).

“Percentage Interest” means, for any Member, at any time of determination, the number of Units held by the Member divided by the number of Units held by all of the Members, expressed as a percentage.

“Permitted Transfer” has the meaning ascribed to it in Section 10.01(b).

“Permitted Transferee” has the meaning ascribed to it in Section 10.01(b).

“Person” means any individual, corporation, partnership, limited partnership, limited liability company, trust, association or other entity or Governmental Authority.

“Preemptive Right Units” has the meaning ascribed to it in Section 10.07.

“Profits” and “Losses” shall mean, for each Fiscal Year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for these purposes, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Company that is exempt from Federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to the foregoing shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B) or that are treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Profits or Losses pursuant to the foregoing shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraph (2) or (3) of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(iv) Gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for Federal income tax purposes shall be computed by reference to the Gross

Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period, computed in accordance with the definition of Depreciation under this Agreement;

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

(vii) Notwithstanding the above, any items which are specially allocated pursuant to Sections 8.03 or 8.04 hereof shall not be taken into account in computing Profits and Losses.

The amounts of the items of Company income, gain, loss or deduction available to be specially allocated pursuant to Sections 8.02 and 8.03 hereof shall be determined by applying rules analogous to those set forth in subparagraphs (i) through (vi) above of this definition of "Profits and Losses."

"Public Sale" means any sale of equity securities of the Company or any successor of the Company (i) to the public pursuant to an effective registration statement under the Securities Act or (ii) to the public through a broker, dealer or market maker pursuant to the provisions of Rule 144 adopted under the Securities Act (or any similar rule then in force).

"Related Person" has the meaning ascribed to it in Section 4.13.

"Remaining Offered Units" has the meaning ascribed to it in Section 10.05(b).

"ROFR Portion" has the meaning ascribed to it in Section 10.05(b).

"ROFR Price" has the meaning ascribed to it in Section 10.05(a).

"ROFR Recipients" has the meaning ascribed to it in Section 10.05(a).

"Sale Notice" has the meaning ascribed to it in Section 10.06.

"Sale Transaction" means the sale of the Company (or any successor thereto), including one or more series of related transactions, to an Independent Third Party or group of Independent Third Parties, pursuant to which such party or parties acquire, directly or indirectly, through one or more intermediaries, (i) equity securities of the Company constituting a majority of Units (whether by merger, consolidation, sale or transfer of the Company's outstanding interests or Units) or (ii) all or substantially all of the assets of the Company and its Subsidiaries on a consolidated basis.

"SEC" means the Securities and Exchange Commission.

"Secretary of State" has the meaning ascribed to it in the recitals.

“Securities Act” means the Securities Act of 1933, as amended from time to time, and the rules and regulations promulgated thereunder.

“Subsidiary” means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity, a majority of the partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity if such Person or Persons shall be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or shall be or control the managing director, general partner or similar controlling Person of such limited liability company, partnership, association or other business entity.

“Tag-Along Members” has the meaning ascribed to it in Section 10.06.

“Tag-Along Notice” has the meaning ascribed to it in Section 10.06.

“Tag-Along Option Period” has the meaning ascribed to it in Section 10.06.

“Tag-Along Sale” has the meaning ascribed to it in Section 10.06.

“Tax Distributions” has the meaning ascribed to it in Section 9.01(a).

“Transfer” has the meaning ascribed to it in Section 10.01(a).

“Transferring Person” has the meaning ascribed to it in Section 10.06.

“Treasury Regulations” means the regulations promulgated by the United States Treasury Department under the Code, as amended from time to time.

“Unit” means, with respect to a Member, any unit of “transferable interest” (as defined in the Act) in the Company issued to any Member pursuant to this Agreement, representing, subject to the terms of any such unit, such Member’s ownership interest and rights as a Member in the Company, including the Member’s right to a share of the Profits and Losses of the Company, its right to Distributions and to a share of the assets of the Company on liquidation and its right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to or otherwise participate in any decision or action of or by the Members granted pursuant to this Agreement or the Act.

“Unsuitability Determination” means any of the following:

(a) A Member’s Units become subject to a charging order, claim by third party, or tax lien which is not dismissed or resolved to the reasonable satisfaction of the Manager within a reasonable period of time.

(b) A Member is convicted of any criminal offense which would disqualify the Member from being authorized to hold Units in the Company pursuant to any relevant law.

(c) A Local Regulatory Agency having jurisdiction over the Company specifically conditions the issuance, renewal, or continuation of a Company license on the removal of the Member.

(d) A Local Regulatory Agency having jurisdiction over the Company revokes, denies, or issues an order to show cause to the Company or with regard to any Company license, citing actions of the Member in its decision.

(e) A Local Regulatory Agency having jurisdiction over the Company delays the issuance of any license necessary to the Company's operations more than 60 days and cites the participation of the Member as a factor in the delay;

(f) A Local Regulatory Agency having jurisdiction over the Company issues a notice of revocation or denial or proposed notice of revocation or denial, citing the participation of the Member in the Company.

(g) A Member fails to sign any documentation or provide any documents necessary to the issuance, renewal, or continuation of the Company's licenses within ten days of written request by the Company.

(h) A Member recklessly, knowingly, or with gross negligence violates any law governing a license of the Company.

(i) A Member refuses to disclose information to a Local Regulatory Agency having jurisdiction over the Company.

1.02 *Form of Pronouns; Number; Construction.* The Article, Section and paragraph headings contained herein and in the exhibits and schedules hereto are for convenience of reference only and are not intended to define or limit the contents of said Articles, Sections and paragraphs or any Exhibit or Schedule. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. Whenever the words "include," "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation." Reference to any agreement, document or instrument means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof. Unless otherwise indicated, reference in this Agreement to a "Section," "Article," "Schedule" or "Exhibit" means a Section, Article, Schedule or Exhibit as applicable, of or to this Agreement, and reference to a "party" or "parties" means a signatory or all the signatories, respectively, to this Agreement. When used in this Agreement, words such as "herein," "hereinafter," "hereof," "hereto," and "hereunder" shall refer to this Agreement (including any Schedule or Exhibit incorporated by reference into this Agreement) as a whole, unless the context clearly requires otherwise. The use of the words "or," "either" and "any" shall not be exclusive.

1.03 *Statutory Override.* To the maximum extent permitted by applicable Law, the provisions of this Agreement will govern over all provisions of the Act, except for those provisions of the Act that cannot be waived or modified under the Act. Further, for each question (a) with respect to which the Act provides a rule (a "Default Rule") but permits the operating agreement to provide a different rule and (b) that is addressed by this Agreement the Default Rule will not apply to the Company.

ARTICLE 2 THE COMPANY

2.01 *Formation.* The Company was formed as a limited liability company upon the filing of the Certificate of the Company with the Secretary of State on April 18, 2023 under and pursuant to the provisions of the Act, and the Members agree to continue the Company in existence upon the terms and conditions set forth in this Agreement. This Agreement will govern the relationship among the Members and the rights and obligations of the Members with respect to the Company, its business and its Subsidiaries (if any).

2.02 *Name.* The name of the Company is “CT Botanicals LLC”, or such other name or names as the Manager may from time to time designate.

2.03 *Purpose of the Company.* The Company is organized to acquire, manage, and dispose of real estate and to engage in any other activities which a limited liability company may engage in under the Act any shall carry out the foregoing activities pursuant to the arrangements set forth in this Agreement.

2.04 *Term.* The term of the Company shall be perpetual from the date of filing of the Certificate with the Secretary of State, unless the Company is earlier dissolved in accordance with either the provisions of this Agreement or the Act.

2.05 *Filings.* The Manager shall take any and all actions reasonably necessary to perfect and maintain the status of the Company as a limited liability company under the Laws of the State of Connecticut, including the preparation and filing of such amendments to the Certificate and such other assumed name certificates, documents, instruments and publications as may be required by Law.

2.06 *Taxes and Charges; Governmental Rules.*

(a) The Company shall, and the Manager shall cause the Company to, comply with all applicable Laws, rules, regulations, orders, rulings, certificates, licenses, demands, judgments, writs, injunctions, awards and decrees applicable to the Company.

(b) Each Member promptly shall pay all applicable taxes and other governmental charges attributable to it in its individual capacity, shall satisfy all liens attributable to it in its individual capacity and shall comply with all applicable governmental rules attributable to it in its individual capacity, to the extent that a failure to do so would create a lien or claim on the Company or its assets or would impose additional, or alter any existing, governmental approvals applicable to the Company or the Business.

2.07 *No State Law Partnership.* The Members intend that the Company shall not constitute or be treated as a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member shall be a partner or joint venturer of any other Member, for any purpose other than federal and, if applicable, state and local income tax purposes, and this Agreement shall not be construed to the contrary. The Members intend that the Company shall be treated as a partnership for federal, and if applicable, state and local income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment. The Members shall not make any election under Treasury Regulations Section 301.7701-3, or any comparable provisions of state or local Law, to treat the Company as an entity other than a partnership for federal, state or local income tax purposes.

ARTICLE 3 OFFICES

3.01 *Registered Agent.* The name and address of the statutory agent of the Company for service of process in the State of Connecticut shall be Greer Guyer, 1001 Fairfield Beach Rd, Fairfield, CT, 06824-6561, or such other agent as the Manager may designate from time to time. The Manager may, in its discretion, change the agent for service from time to time by filing the name of the new agent for service with the Secretary of the State pursuant to the Act.

3.02 *Principal Executive Office; Other Offices.* The principal office and place of business of the Company initially shall be 622 East Gravers Lane, Wyndmoor, Pennsylvania 19038. The Manager may change the principal office or place of business of the Company from time to time and may cause the Company to establish other offices or places of business in various jurisdictions and appoint agents for service of process in such jurisdictions.

ARTICLE 4 MEMBERS

4.01 *Members; Admission of New Members.* Each of the parties to this Agreement, and each Person admitted as a Member of the Company pursuant to this Agreement and the provisions of the Act, shall be a Member of the Company until it ceases to be a Member in accordance with the provisions of this Agreement. Subject to Sections 4.16, 7.03(c) and 10.07 below and other than a new Member admitted in connection with a Transfer effected in accordance with Article 10, additional Persons may be admitted to the Company as Members ("New Members") only upon the approval of the Manager and upon such terms and conditions as are established by the Manager; *provided*, that any New Member shall be admitted as a New Member only upon such New Member's agreement to be bound by the terms and conditions of this Agreement and execution of a joinder substantially in the form attached hereto as **Exhibit A**. New Members shall be admitted at the time when all conditions to their admission have been satisfied, as determined by the Manager, and the Manager shall maintain a record thereof.

4.02 *No Personal Liability.* Except as otherwise provided by applicable laws, 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, provided that a Member shall be required to return to the Company any distribution made to it based upon a clear and manifest accounting or similar error and may be required to provide indemnification pursuant to an Approved Sale pursuant in Section 10.08. Notwithstanding anything contained herein to the contrary, the failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business and affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members for liabilities of the Company.

4.03 *Nature of Ownership; Agreement Is Binding upon Successors.* The Units held by Members constitute their personal property. No Member has any interest in any specific asset or property of the Company. Subject to the provisions of Article 10, in the event of the death or legal disability of any Member, the executor, trustee, administrator, guardian, conservator or other legal representative of such Member shall be bound by the provisions of this Agreement. Subject to the provisions of Article 10, if a Member that is not a natural person is dissolved or terminated, the successor of such Member shall be bound by the provisions of this Agreement.

4.04 *Register; No Certificates.* The Company shall maintain a register indicating: (A) with respect to each issuance of Units, the date of issuance, the number of Units issued and the Member to whom

such Units were issued and (B) with respect to each Transfer permitted under this Agreement, the date of such Transfer, the number of Units Transferred and the identity of the transferor and transferee(s) of such Units. Unless the Manager determines otherwise, the Company will not issue certificates representing the Units.

4.05 *Voting Rights.*

(a) Except as set forth in this Agreement or otherwise required by applicable Law, each Unit shall carry the right to one (1) vote on all matters to be voted on by the Members of the Company. When a quorum is present, the affirmative vote of the majority of Units voting together as a held by Members (whether present in person or represented by proxy) entitled to vote on the subject matter shall be the act of the Members, unless the subject matter is one upon which by express provision this Agreement requires the consent of a specific Member or Members, in which case such consent shall be required. Subject to Section 4.16, the only matters that shall be voted on by the Members shall be (A) a Sale Transaction, (B) any voluntary dissolution, liquidation and winding up of the Company s and (C) any such matters that may be required to be voted upon by the Members under the Act.

(b) Only Persons who are listed as being Members on the records of the Company on the record date as provided in Section 4.11 of this Agreement shall be entitled to receive notice of and to vote at such meeting, and such day shall be the record date for such meeting. Any Member entitled to vote on any matter may cast part of its votes in favor of the proposal and refrain from exercising the remaining votes or vote against the proposal (other than for election or removal of a Manager), but if the Member fails to specify the Units that such Member is voting affirmatively, it will be conclusively presumed that the Member's approving vote is with respect to all votes that such Member is entitled to cast. Such vote may be by voice or by ballot.

(c) Without limiting the preceding provisions of this Section 4.05, no Person shall be entitled to exercise any voting rights as a Member until such Person:

- (1) shall have been admitted as a Member, and
- (2) shall have made in full any Capital Contribution required of such Person.

4.06 *Place of Meetings.* All meetings of the Members shall be held at any place within or without the State of Connecticut which may be designated by the Manager. In the absence of such designation, Members' meetings shall be held at the principal executive office of the Company. Notwithstanding the foregoing, the Manager or those Members entitled to call a meeting of the Members may request that any such meeting be held by telephonic conference call.

4.07 *Meetings of Members.* Meetings of the Members for the purpose of taking any action permitted to be taken by the Members may be called by the Manager or by Members entitled to cast not less than a majority of Units at the meeting. Upon request in writing that a meeting of Members be called for any proper purpose, the Manager forthwith shall cause notice to be given to the Members entitled to vote that a meeting will be held at a time requested by the person or persons calling the meeting, not less than two (2) nor more than sixty (60) days after receipt of the request. Except in special cases where other express provision is made by statute, written notice of such meetings shall be given to each Member entitled to vote not less than two (2) Business Days nor more than sixty (60) days before the meeting. Such notices shall state:

(a) either the place of such meeting or that such meeting is telephonic and the date and hour of the meeting; and

(b) those matters that the Manager or Members, at the time of the mailing of the notice, intend to present for action by the Members.

4.08 *Quorum.* The presence at any meeting in person (including by telephone, if applicable) or by proxy of Members holding not less than a majority of the Units entitled to vote at such meeting shall constitute a quorum for the transaction of business. If, however, such quorum will not be present at any meeting of the Members, the Members entitled to vote at such meeting will have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until Members representing a quorum are present or represented.

4.09 *Waiver of Notice.* The actions of any meeting of Members, however called and noticed, and wherever held, shall be as valid as if taken at a meeting duly held after regular call and notice, if a quorum be present either in person (including by telephone, if applicable) or by proxy, and if, either before or after the meeting, each person entitled to vote, present in person (including by telephone, if applicable) or by proxy, signs (including by facsimile) a written waiver of notice or a consent to the holding of the meeting, or an approval of the minutes thereof. The waiver of notice, consent or approval need not specify either the business to be transacted or the purpose of any regular or special meeting of Members. All such waivers, consents or approvals shall be filed with the Company's records and made a part of the minutes of the meeting. Attendance of a Member at a meeting (including by telephone, if applicable) shall also constitute a waiver of notice of and presence at such meeting, except when the Member objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened, and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be included in the notice but not so included, if such objection is expressly made at the meeting.

4.10 *Action by Members Without a Meeting.* Any action which, under any provision of the Act or the Certificate or this Agreement, may be taken at a meeting of the Members, may be taken without a meeting, and without notice, if consented to, in writing or by Electronic Transmission, by a Member or the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which Members representing all of the class of Units entitled to vote on the matter were present. A record shall be maintained by the Manager of each such action taken by written consent of a Member or the Members.

4.11 *Record Date.* The Manager may fix a time in the future as a record date for the determination of the Members entitled to notice of and to vote at any meeting of Members or entitled to give consent to action by the Company in writing without a meeting, to receive any report and to receive distributions. The record date so fixed shall be not more than sixty (60) days nor less than ten (10) days prior to the date of any meeting, nor more than sixty (60) days prior to any other event for the purposes of which it is fixed. When a record date is so fixed, only Members of record at the close of business on that date are entitled to notice of and to vote at any such meeting, to give consent without a meeting, to receive any report, to receive a distribution or to exercise the rights, as the case may be, notwithstanding any transfer of any interests on the books of the Company after the record date, except as otherwise provided by the Act or in the Certificate or this Agreement. If the Manager does not so fix a record date:

(a) the record date for determining Members entitled to notice of or to vote at a meeting of Members shall be at the close of business on the Business Day immediately preceding the day on which notice is given or, if notice is waived, at the close of business on the Business Day immediately preceding the day on which the meeting is held; and

(b) the record date for determining Members entitled to give consent to Company action in writing without a meeting shall be the day on which the first written consent is given.

4.12 *Members Are Not Agents.* Pursuant to Article 5 of this Agreement, the management of the Company is vested in the Manager and the officers of the Company. The Members shall have no power to participate in the management of the Company except as expressly authorized by the Act, this Agreement or the Certificate. No Member, acting solely in the capacity of a Member, is an agent of the Company nor does any Member, unless expressly and duly authorized in writing to do so by the Manager, have any power or authority to bind or act on behalf of the Company in any way, to pledge its credit, to execute any instrument on its behalf or to render it liable for any purpose.

4.13 *Transactions of Members with the Company.* Subject to any limitations set forth in this Agreement and with approval of the Manager, a Member, its Affiliates or any of their respective shareholders, partners, employees or direct or indirect members (each, a “Related Person”) may lend money to and transact other business with the Company. A Related Person shall have the same rights and obligations with respect thereto as a Person that is not a Related Person.

4.14 *Loans by Members to the Company.* No Member shall be obligated to lend money to the Company. Any loan by a Member to the Company shall be separately entered on the books of the Company as a loan to the Company and not as a Capital Contribution and shall bear interest at such rate as may be agreed upon by the Company and the lending Member.

4.15 *Loans to the Company.* Subject to compliance with this Agreement, funds required by the Company may be financed through borrowings from the Members or their Affiliates or from commercial lending sources, as the Manager and the lending party may agree from time to time, at prevailing market rates and upon customary terms and conditions for such loans.

4.16 *Protective Provisions.* Notwithstanding anything to the contrary in this Agreement, from and after the date hereof, neither the Company nor any of its Subsidiaries shall take any of the following actions without the consent of the Investor Member:

(a) the adoption of any amendment to this Agreement or other organizational documents of the Company, other than in connection with an Approved Sale;

(b) increase the number of Units or any class or series thereof authorized under this Agreement; or

(c) except as expressly contemplated by this Agreement, the authorization, creation, issuance or reclassification of any Units or equity securities of the Company such that the resulting equity securities would have a preference over or be in parity with the Units held by the Investor Member with respect to Distributions.

ARTICLE 5 MANAGEMENT OF THE COMPANY

5.01 *Authority of the Manager.* The business and affairs of the Company shall be managed by or under the direction of a manager (the “Manager”). Subject to the provisions of the Act and Sections 4.05 and 4.16, a Member, as such, shall not take part in, or interfere in any manner with, the management, conduct, or control of the business and affairs of the Company, and shall not have any right or authority to act for or bind the Company. The Company may act only by actions taken by or under the direction of the Manager in accordance with this Agreement. The Manager shall be Christina Visco or such successor as she or her personal representatives may designate. The Manager is an agent of the Company, and the

actions of the Manager taken in that capacity and in accordance with this Agreement shall bind the Company.

5.02 *No Personal Liability.* Except as expressly set forth in this Agreement or required by Law, the Manager shall not be personally liable for any debt, obligation, or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being the Manager of the Company. Notwithstanding anything contained herein to the contrary, the failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business and affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Manager for liabilities of the Company.

5.03 *Manager May Engage in Other Activities.* Subject to the terms of any employment, member services or consulting agreement between the Manager and the Company, the Manager is not obligated to devote all of her time or business efforts to the affairs of the Company; *provided, however,* that the Manager shall devote such time, effort and skill as is necessary for the proper operation of the Company and its business. Subject to the foregoing, the Manager may have other business interests and may engage in other activities in addition to those related to the Company. Neither the Company nor any Member shall have the right, by virtue of this Agreement, to share or participate in such other investments or activities of the Manager or to the income derived therefrom.

5.04 *Transactions of the Manager with the Company.* The Manager, directly or through her Affiliates, may lend money to and transact other business with the Company. The Manager shall have the same rights and obligations with respect thereto as a Person who is not a Member or Manager.

5.05 *Third-Party Reliance.* Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of the Manager as set forth herein. Any Person dealing with the Company may rely upon a certificate or resolution signed by the Manager as to:

(a) the existence or nonexistence of any fact or facts that constitute conditions precedent to acts by the Manager and are in any manner germane to the affairs of the Company;

(b) the persons who are authorized to execute and deliver any instrument or document on behalf of the Company;

(c) any act or failure to act by the Company; or

(d) any other matter whatsoever involving the Company or any Member.

5.06 *Actions of the Manager.* A Manager is not personally liable, directly or indirectly, by way of contribution or otherwise, for a debt, obligation, or other liability of the Company solely by reason of being or acting as a manager except to the extent required by the Act. A Manager shall not be personally liable for monetary damages for any action taken, or any failure to take any action, unless the Manager's conduct constitutes bad faith, willful or intentional misconduct, or a knowing violation of law. No amendment or repeal of this Section shall apply to or have any effect on the liability or alleged liability of any Person who is or was a Manager of the Company for or with respect to any acts or omissions of the Manager occurring prior to the effective date of such amendment or repeal. If the Act is amended to permit a Connecticut limited liability company to provide greater protection from personal liability for its Managers than the express terms of this Section, this Section shall be construed to provide for such greater protection.

5.07 *Officers.*

- (a) The Company shall have such officers as shall be appointed by the Manager.
- (b) The following provisions of this Section shall apply with respect to officers:
 - (1) the officers of the Company may, but need not, include a President, Chief Executive Officer, Vice President, Treasurer, Secretary and other officers appointed by the Manager. Any number of offices may be held by the same person;
 - (2) each officer of the Company shall be appointed and shall serve at the pleasure of the Manager and may be removed by the Manager, with or without cause, subject to applicable contractual obligations;
 - (3) any vacancy in any office because of death, resignation, removal, disqualification or other cause shall be filled by the Manager; and
 - (4) except as required by Law, no officer shall be personally liable for any debt, obligation or liability of the Company, whether raising in contract, tort or otherwise, solely by reason of being an officer of the Company.

ARTICLE 6
UNITS; PERCENTAGE INTERESTS

6.01 *Units.* The interests of the Members in the Company are divided into and represented by the Units, each having the rights and obligations specified in this Agreement, as it may be amended from time to time. The Manager shall maintain schedules that set forth the identity of the Members from time to time, their respective mailing addresses and the Units held by them.

6.02 *Percentage Interests.* The Percentage Interests of the Members as of the date hereof are set forth on Schedule 1, attached hereto. The Percentage Interests of the Members shall be amended from time to time upon the issuance or redemption of Units in accordance with this Agreement, and such schedule shall be amended accordingly.

6.03 *Redeemed or Otherwise Acquired Units.* Any Units that are redeemed or otherwise acquired by the Company or any of its subsidiaries shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Company nor any of its subsidiaries may exercise any voting or other rights granted to the holders of the Units following redemption.

ARTICLE 7
CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

7.01 *Capital Contributions.* Each Member's initial Capital Contributions are as set forth in the Company's books and records. Except as otherwise provided in this Agreement, no Member shall have any right to withdraw any portion of its Capital Contributions or Capital Account or to receive any particular asset in liquidation of the Company or otherwise.

7.02 *Capital Commitment.*

(a) Each initial Member of the Company shall have a Capital Commitment in the amount set forth on Schedule 2 attached hereto. Each Member acknowledges and agrees that its Capital

Commitment is irrevocable and unconditional and that such Member shall timely make Capital Contributions to the Company in an aggregate amount up to the full amount of its Capital Commitment upon Capital Calls made pursuant to and in accordance with this Agreement. Once a Member makes a Capital Contribution to the Company in accordance with this Section 7.02, the Manager shall issue additional Units to such Member so that such Member's Percentage Interest continues to be equal to such Member's Capital Contribution Percentage.

(b) The Manager may require the Members to make Capital Contributions up to the aggregate amounts of their respective Capital Commitments, at any time or from time to time by delivering written notice to each Member (a "Capital Call") specifying the Member's required Capital Contribution and the date for payment thereof (which date shall be not less than five (5) Business Days after delivery of the Capital Call). Capital Contributions shall be due and payable on the date specified in the Capital Call, pro rata in proportion to the relative Capital Commitments of the Members.

7.03 Additional Capital Contributions.

(a) Except as set forth in Section 7.02, no Member shall be required to make any additional Capital Contributions to the Company.

(b) Subject to the provisions in this Agreement, including Section 4.16 hereof, the Manager may permit Members to make additional Capital Contributions in cash or in property. Upon the making of an additional Capital Contribution by an existing Member, or upon the admission of a new Member in accordance with this Agreement and the Act, such Member or Members shall acquire such number of Units as the Manager may determine and shall receive a credit to its Capital Account for each initial such Capital Contribution at the time and in the amount that such contribution is made.

(c) Subject to the provisions of this Agreement, including Section 4.16 hereof, the Manager may issue new Units in, and admit new Members to, the Company for such consideration as the Manager determines, and the Fair Market Value of such consideration shall be deemed to be the new Member's initial Capital Contribution to the Company.

7.04 Capital Accounts.

A separate Capital Account shall be established and maintained for each Member in accordance with Code Section 704 and Treasury Regulation Section 1.704-1(b) and the following provisions:

(a) Generally, the Capital Account of a Member shall consist of the Member's initial Capital Contribution increased by: (a) any additional Capital Contributions in cash; (b) the fair market value of any Capital Contribution of property in kind (net of liabilities securing such contributed property that the Company is considered to assume or take subject to, under Section 752 of the Code); and (c) such Member's share of Company Profits (or items thereof allocated pursuant to Article 8), including income and gain exempt from tax, and decreased by (w) distributions in cash to such Member; (x) the fair market value of property distributed in kind to such Member (net of liabilities securing such distributed property that such Member is considered to assume or take subject to, under Section 752 of the Code); (y) such Member's share of Company Losses (or items thereof allocated pursuant to Article 8); and (z) such Member's share of expenditures of the Company described or treated as described in Section 705(a)(2)(B) of the Code.

(b) If any interest in the Company, or a portion thereof, is transferred in accordance with this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

(c) The foregoing provisions and other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulation Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto are computed to comply with such Treasury Regulations, the Manager may make such modification; *provided*, that it is not likely to have a material effect on the amounts distributable to any Member pursuant to Article 9 and Article 14 hereof. The Manager also may make any appropriate modifications if unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulation Section 1.704-1(b).

ARTICLE 8 ALLOCATION OF PROFITS AND LOSSES

8.01 *Profits and Losses.*

After giving effect to the special allocations set forth in Sections 8.02 and 8.03 hereof, Profits and Losses for any fiscal year shall be allocated among the Members as follows:

(a) Profits. Profits for any such Fiscal Year shall be allocated in the following order and priority:

(1) First, to the Members to the extent of and in proportion to the Losses allocated to such Members under Section 8.01(b)(2) until the Profits allocated under this Section 8.01(a)(1) equal and reverse the Losses allocated under Section 8.02(b)(2); and

(2) The balance, if any, shall be allocated to the Members in accordance with their respective Percentage Interests.

(b) Losses. Losses for any such Fiscal Year shall be allocated in the following order and priority:

(1) First, to the Members to the extent of and in proportion to the Profits allocated to such Members under Section 8.01(a)(2) until the Losses allocated under this Section 8.01(b)(1) equal and reverse the Profits allocated under Section 8.01(a)(2); and

(2) The balance, if any, shall be allocated to the Members in accordance with their respective Percentage Interests.

(c) Limitation on Allocation of Losses. Notwithstanding the provisions in Section 8.01(b) and after application of Treasury Regulation §1.704-1(b)(2)(ii)(d), no such Losses shall be allocated to a Member which would cause such Member to have an Adjusted Capital Account Deficit at the end of any fiscal year. Any Losses not allocated to a Member due to the foregoing limitation shall be specially allocated to the other Members with positive Capital Account balances in proportion to such Capital Account balances until all such Capital Accounts have been reduced to zero; and any remainder shall be allocated to the Members in accordance with their Percentage Interests. To the extent any Losses have been allocated to any Members under the preceding sentence, then Profits shall thereafter first be specially allocated to such Members, in proportion to, and in the reverse order of, the manner such Losses

were allocated to such Members, until the Profits specially allocated under this sentence to each such Member equals the Losses specially allocated to each such Member under the preceding sentence.

8.02 *Special Allocations.*

The following special allocations shall be made in the following order:

(a) Minimum Gain Chargeback. Notwithstanding any other provision of this Article 8, if there is a net decrease in Company Minimum Gain during any Company taxable year, each Member shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in accordance with Treasury Regulation Section 1.704-2(f). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1.704-2(f) of the Treasury Regulations. This Section 8.02(a) is intended to comply with the minimum gain chargeback requirement in such Section of the Treasury Regulations and shall be interpreted consistently therewith.

(b) Member Minimum Gain Chargeback. Notwithstanding any other provision of this Article 8 except Section 8.02(a), if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Company taxable year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulation Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in accordance with Treasury Regulation Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Section 1.704-2(i)(4) of the Treasury Regulations. This Section 8.02(b) is intended to comply with the minimum gain chargeback requirement in such Section of the Treasury Regulations and shall be interpreted consistently therewith.

(c) Qualified Income Offset. In the event any Member who is not obligated (or treated as obligated) to restore a deficit balance in its Capital Account unexpectedly receives any adjustments, allocations, or distributions described in Regulation Section 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) or 1.704-1(b)(2)(ii)(d)(6), items of Company income and gain shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible; *provided*, that an allocation pursuant to this Section 8.02(c) shall be made if and only to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article 8 have been tentatively made as if this Section 8.02(c) were not in the Agreement.

(d) Gross Income Allocation. In the event any Member has a deficit Capital Account at the end of any Company fiscal year that is in excess of the sum of (i) the amount such Member is obligated to restore, and (ii) the amount such Member is deemed to be obligated to restore pursuant to Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Treasury Regulations, each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible; *provided*, that an allocation pursuant to this Section 8.02(d) shall be made if and only to the extent that such Member would have a deficit Capital Account balance in excess of such sum after all other allocations provided for in this Article 8 have been tentatively made as if Section 8.02(c) hereof and this Section 8.02(d) were not in the Agreement.

(e) Nonrecourse Deductions. Nonrecourse Deductions for any taxable year or other period shall be allocated among the Members in proportion to their respective Percentage Interests.

(f) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treasury Regulation Section 1.704-2(i).

(g) Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m)(2) or Treasury Regulation Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of its interest, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with their interests in the Company in the event Regulation Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made in the event Regulation Section 1.704-1(b)(2)(iv)(m)(4) applies.

8.03 *Curative Allocations.* The allocations set forth in Section 8.01(c) hereof and in Section 8.02 hereof (the “Regulatory Allocations”) are intended to comply with certain requirements of Treasury Regulation Section 1.704-1(b). The Regulatory Allocations may not be consistent with the manner in which the Members intend to distribute the cash of the Company or allocate Company income or loss. Accordingly, the Manager is authorized to allocate Profits, Losses and other items of income, gains, loss and deductions to the Members so as to prevent the Regulatory Allocations from distorting the manner in which Company distributions will be divided among the Members. In general, the Members anticipate that this will be accomplished by specially allocating other Profits, Losses and other items of income, gain, loss and deduction to the Members so that, to the extent possible, the net amount of such allocations of other Profits, Losses and other items and the Regulatory Allocations to the Members shall be equal to the net amount that would have been allocated among the Members if the Regulatory Allocations had not occurred.

8.04 *Tax Allocations: Code Section 704(c).*

(a) In accordance with Code Section 704(c) and the Treasury Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value.

(b) In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraph (2) of the definition of Gross Asset Value, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Treasury Regulations thereunder.

(c) Any elections or other decisions relating to allocations pursuant to this Section 8.04 shall be made by the Manager in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 8.04 are solely for purposes of Federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member’s Capital Account or share of Profits, Losses, other items or distributions pursuant to any provision of this Agreement.

8.05 *Miscellaneous.*

(a) Except as otherwise provided in this Agreement, for federal, state and local income tax reporting purposes, all items of Company income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Members in the same proportions as they share Profits or Losses, as the case may be, for the year.

(b) The Members are aware of the income tax consequences of the allocations made by this Article 8 and hereby agree to be bound by the provisions of this Article 8 in reporting their shares of Company income or loss for income tax purposes.

(c) Solely for the purpose of determining each Member's share of excess nonrecourse liabilities pursuant to Treasury Regulation Section 1.752-3(a)(3), and solely for such purpose, each Member's interest in Company Profits is hereby specified to be such Member's Percentage Interest.

ARTICLE 9
DISTRIBUTIONS

9.01 *Distributions.*

(a) *Tax Distributions.* Subject to any agreements relating to indebtedness of the Company or its Subsidiaries and Section 9.01(d), and only if the Company has cash available for distribution, within 90 days after the end of each quarter of the Fiscal Year, the Manager shall cause the Company to make Distributions in cash ("Tax Distributions") from Net Cash Flow to the Members in such amounts as the Manager determines in good faith to be appropriate to enable the Members and their partners or members (if such Member is a flow through entity) to discharge any Federal, state and local income tax liability arising out of the allocation of taxable income to such Member (excluding any allocations under Code Section 704(c)). Each Tax Distribution made under this Section 9.01(a) shall be treated as an advance against and shall be recoupable from future distributions otherwise payable under this Agreement. Notwithstanding the foregoing, distributions pursuant to this Section 9.01(a) shall not be available to a Member with respect to any guaranteed payment under Code Section 707(c) or any payment to a Member not in his, her or its capacity as a Member under Code Section 707(a).

(b) *Distributions from Operations.* Subject to Section 9.01(d), the Company may make Distributions in cash (to the extent there is Distributable Cash From Operations) in such amounts that the Manager may determine. Any amount that is distributed under this Section 9.01(b) shall be distributed to the Members pro rata in proportion to their Percentage Interests.

(c) *Distributions from Sale Transactions.* Subject to Section 9.01(d), the Company shall Distribute Distributable Cash from Sale Transactions to the Members pro rata in proportion to their Percentage Interests.

(d) *No Distributions in Violation of the Act.* Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any Distribution to Members if such Distribution would violate Section 34-255d of the Act or other applicable Law.

9.02 *Distributions in Kind.* The Manager may direct that property of the Company be distributed in kind (pro rata among all Members participating in such distribution based on the amount distributed to such Members pursuant to Section 9.01 above in such distribution). For purposes of maintaining the Capital Accounts, when property of the Company is distributed in kind: (i) the Company shall treat such property as if it had been sold for its Fair Market Value on the date of distribution; (ii) any

difference between such Fair Market Value and the Company's prior book value in such property for Capital Account purposes shall constitute an item of gain or loss, as the case may be, for the Fiscal Year that includes the date of distribution and shall be allocated to the Capital Accounts of the Members pursuant to Article 7; and (iii) each Member's Capital Account shall be reduced by the Fair Market Value on the date of distribution of the property distributed to such Member (net of any liabilities secured by such distributed property that such Member is considered to assume or take subject to).

9.03 *Indemnification and Reimbursement for Payments on Behalf of a Member.*

(a) The Company shall have the authority to (i) make any tax payments or (ii) withhold any amount, in each case to the extent required by Law or any tax treaty on behalf of or with respect to any Member. The amount of any payment made on behalf of or with respect to any Member pursuant to clause (i) shall constitute an advance by the Company to the Member. Such advance shall be repaid to the Company in accordance with this Section 9.03. The amount of any withholding made on behalf of or with respect to any Member pursuant to clause (ii) shall be treated as amounts distributed to the Members pursuant to Article 8 for all purposes under this Agreement and shall be reflected in such Member's Capital Account accordingly.

(b) If the Company is obligated to pay any amount to a Governmental Authority or to any other Person (or otherwise makes a payment) because of a Member's status or otherwise specifically attributable to a Member (including, without limitation, federal withholding taxes with respect to foreign partners, state personal property taxes or state unincorporated business taxes), then such Member (the "Indemnifying Member") shall indemnify the Company in full for the entire amount paid (including, without limitation, any interest, penalties and expenses associated with such payment). At the option of the Manager, the amount to be indemnified may be charged against the Capital Account of the Indemnifying Member, and, at the option of the Manager, either:

(1) promptly upon notification of an obligation to indemnify the Company, the Indemnifying Member shall make a cash payment to the Company equal to the full amount to be indemnified (and the amount paid shall be added to the Indemnifying Member's Capital Account but shall not be deemed to be a Capital Contribution hereunder), or

(2) the Company shall reduce subsequent distributions (including liquidating distributions) that would otherwise be made to the Indemnifying Member until the Company has recovered the amount to be indemnified (provided that the amount of such reduction shall be deemed to have been distributed for all purposes of this Agreement but such deemed distribution shall not further reduce the Indemnifying Member's Capital Account to the extent reduced by the Manager pursuant to the authority granted at the beginning of this sentence).

(c) A Member's obligation to make contributions to the Company under this Section 9.03 shall survive the termination, dissolution, liquidation and winding up of the Company, and for purposes of this Section 9.03, the Company shall be treated as continuing in existence. The Company may pursue and enforce all rights and remedies that it may have against each Member under this Section 9.03, including instituting a lawsuit to collect such payments with interest.

ARTICLE 10
TRANSFER OF UNITS

10.01 *Transfer of Units.*

(a) No Member or other Person owning Units shall sell, exchange, transfer, assign, make a gift of, pledge, encumber, hypothecate, alienate or otherwise dispose of (whether directly or indirectly, with or without consideration and whether voluntarily or involuntarily or by operation of Law) his, her or its Units, in whole or in part (each a “Transfer”), to any Person (other than the Company), including another Member, except, in each case, as expressly provided in Sections 10.01(b), 10.05, 10.06 and 10.08 below (which are subject to Section 10.01(e) below), or with the prior written consent of the Manager. Any Transfer or purported Transfer of any Unit not made in accordance with this Article 10 or the applicable provisions of the Act shall be void ab initio.

(b) Subject to Sections 10.01(c) and 10.01(e) below and except for any Transfer made in accordance with Sections 10.05, 10.06 and 10.08 below which shall not be covered by this Section 10.01(b), a Member may Transfer all or a portion of his, her or its Units (i) in the case of a Member that is a natural person, pursuant to applicable Laws of descent and distribution or to a member of such Member’s Family Group (or the Family Group of the trustee of a Member that is a trust), or (ii) in the case of any Member that is not a natural person, to any Affiliate of such Member; *provided*, that any Transfer permitted by this Section 10.01(b) shall not release the Member from his, her or its obligations to the Company without the prior written approval of the Manager. Any such Transfer shall be referred to herein as a “Permitted Transfer” and any Person acquiring Units pursuant to a Permitted Transfer shall be referred to herein as a “Permitted Transferee.”

(c) A Transfer shall not be treated as a Permitted Transfer unless and until the following conditions are satisfied:

(1) Except in the case of an involuntary Transfer of Units or a Transfer of Units by operation of law, the transferor (or such transferor’s legal representative) and transferee shall execute and deliver to the Company such documents and instruments of conveyance as may be necessary or appropriate in the opinion of counsel to the Company to effect such Transfer, including execution of a joinder substantially in the form attached hereto as **Exhibit A**, agreeing to be bound by the terms and conditions of this Agreement. In the case of an involuntary Transfer of Units or a Transfer of Units by operation of law, the Transfer shall be confirmed by presentation to the Company of legal evidence of such Transfer, in form and substance satisfactory to counsel to the Company, and

(2) The transferor and transferee shall furnish the Company with the transferee’s taxpayer identification number, sufficient information to determine the transferee’s initial tax basis in the Units transferred, and any other information reasonably necessary to permit the Company to file all required federal and state tax returns and other legally required information, statements or returns. Without limiting the generality of the foregoing, the Company shall not be required to make any distribution otherwise provided for in this Agreement with respect to any transferred Units until it has received such information.

(d) Notwithstanding anything to the contrary herein, no Transfer of Units shall be permitted, nor shall any transferee become a beneficial owner of Units pursuant to a Transfer, if such Transfer would cause (i) the Company to be treated as a publicly traded partnership within the meaning of Section 7704 of the Code; (ii) the Company to have more than 100 members (as determined either for purposes of Section 7704 of the Code, including the look-through rule in Treasury Regulations Section

1.7704-1(h)(3), or for purposes of the Investment Company Act of 1940, as amended); (iii) without the prior written consent of the Manager, 50 percent or more of the total interest in the Company's capital and profits to be sold or exchanged in one or more transactions in the aggregate within a 12-month period; (iv) noncompliance by the Company with any applicable law, including any applicable securities Laws; (v) any effect on the Company's existence or qualification as a limited liability company under the Act; (vi) the Company to fail to qualify for an exemption from the registration requirements of the federal or any applicable state securities laws, (vii) the violation of any term or provision of any other agreement to which the Company is a party, or (viii) a Transfer to a Person who is, or may reasonably be considered to be, an Unsuitable Person or a competitor of the Company, in each case, as determined by the Manager.

(e) Notwithstanding anything to the contrary contained in this Section 10.01 or elsewhere in this Agreement, no transferee in any Permitted Transfer (but excluding transferees that were Members immediately prior to such a Transfer, who automatically shall become Members with respect to any additional Units they so acquire) shall become a Member in respect of the Units so transferred unless such transferee is admitted as a Member pursuant to Section 10.02 below.

(f) Following the Transfer of any Unit permitted under this Section 10.01, the transferee of such Unit (i) shall be treated as having made all of the Capital Contributions made by, and received all of the allocations and Distributions received by, the transferor in respect of such Unit (and other items properly attributable to the Transferred Unit also shall pass to the transferee) and (ii) shall have the rights and obligations of a holder of such Unit so long as such transferee owns such Unit. No transferee of a Unit may further Transfer such interest without complying with the provisions of this Section 10.01.

(g) Subject to the proviso in Section 10.01(b) above, any Member who Transfers all of the Units or other equity securities of the Company owned by it in accordance with this Section 10.01 thereupon will cease to be a Member.

10.02 Admission of Transferees as New Members. Subject to the other provisions of this Article 10, a transferee of Units may be admitted to the Company as a Member only upon satisfaction of each of the conditions set forth in this Section 10.02:

(a) The Manager consents to such admission, which consent may be given or withheld in the Manager's sole discretion; *provided*, that such consent shall be deemed to be given with respect to any transfer that satisfies (b) and (c) and, if applicable, (d) below.

(b) The Unit with respect to which the transferee is being admitted was acquired by means of a Permitted Transfer.

(c) The transferee of the Unit shall, by execution of a joinder substantially in the form attached hereto as **Exhibit A**, agree to be bound by the terms and conditions of this Agreement.

(d) Except in the case of an involuntary Transfer of Units or a Transfer of Units by operation of law, if required by the Manager, the transferee (other than a transferee that was a Member prior to the Transfer) shall deliver to the Company evidence of the authority of such Person to become a Member and to be bound by all of the terms and conditions of this Agreement, and the transferee and transferor shall each execute and deliver such other instruments as the Manager reasonably deems necessary or appropriate to effect such Transfer, including amendments to the Certificate or any other instrument filed with the State of Connecticut or any other Governmental Authority.

10.03 Rights of Unadmitted Assignees. Any Person that acquires a Unit but that is not admitted as a new Member pursuant to Section 10.02 hereof shall be entitled only to allocations and distributions

with respect to such Unit in accordance with this Agreement, and shall have no rights to any information or accounting of the affairs of the Company, shall not be entitled to inspect the books or records of the Company, and shall not have any of the rights of a Member under the Act or this Agreement.

10.04 *Distributions and Allocations in Respect of Transferred Unit.* If any Unit is Transferred during any Fiscal Year in compliance with the provisions of this Article 10, then Profits and Losses (and individual items of income, gain, loss and deduction), and other items attributable to the Units for such Fiscal Year shall be divided and allocated between the transferor and the transferee in accordance with Section 706(d) of the Code, using any conventions permitted by Law and selected by the Manager. All distributions on or before the date of such Transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee.

10.05 *Right of First Refusal.*

(a) If any Member has identified a Person that it wishes to Transfer any or all of its Units to, other than pursuant to a Permitted Transfer, such Member (the “Offering Member”) shall request approval for such Transfer from the Manager. If (and if only) either the Manager approves such a Transfer, the Offering Member shall, following receipt of Manager approval, deliver to the Company and each Member (collectively, excluding the Company, the “ROFR Recipients”) written notice (the “Offer Notice”) stating such Offering Member’s intention to effect such a Transfer, the number of Units subject to such Transfer (the “Offered Units”), the price the Offering Member proposes to be paid for the Offered Units (the “ROFR Price”), and the other material terms and conditions of the proposed Transfer. The Offer Notice may require that the consummation of any sale of the Offered Units to the Company or the ROFR Recipients occur on a date that is no less than thirty (30) days and no later than ninety (90) days after the date of the Offer Notice.

(b) Upon receipt of the Offer Notice, each ROFR Recipient will have an irrevocable non-transferable option to purchase, at the ROFR Price and otherwise on the terms and conditions described in the Offer Notice, a number of Offered Units up to the amount that equals (i) the number of Units held by such ROFR Recipient, divided by (ii) the aggregate number of Units held by all ROFR Recipients (such amount, the “ROFR Portion”). Each ROFR Recipient shall, within ten (10) Business Days from receipt of the Offer Notice, indicate whether or not it has exercised its option to purchase Offered Units by sending irrevocable written notice of any such acceptance to the Offering Member, the Company and the other ROFR Recipients indicating the number of Offered Units to be purchased (the “Acceptance Notice”), and each such ROFR Recipient shall then be obligated to purchase such number of Offered Units on the terms and conditions set forth in the Offer Notice. If any ROFR Recipient elects to purchase less than its full ROFR Portion, the Company shall notify the ROFR Recipients that have exercised their option to purchase Offered Units as to the aggregate number of Offered Units that remain available to be purchased (such Offered Units, the “Remaining Offered Units”), and each such other ROFR Recipient shall be entitled to purchase up to its pro rata amount of any such Remaining Offered Units (determined based on the number of Units held by such ROFR Recipient, divided by the aggregate number of Units held by all ROFR Recipients that have exercised their option to purchase Offered Units) by providing written notice that it has elected to purchase all (but not less than all) of its pro rata portion of the Remaining Offered Units within five (5) Business Days of receipt of such notice, and such ROFR Recipient shall then be obligated to purchase such ROFR Recipient’s pro rata portion of the Remaining Offered Units. In the event that all such Remaining Offered Units are not purchased by the ROFR Recipients, the Company shall have the right to purchase any remaining portion.

(c) If the Company and the ROFR Recipients (in the aggregate) do not purchase all of the Offered Units pursuant to this Section 10.05, then the applicable Offering Member shall be free, for a period of 90 days from the date Acceptance Notices were due to be received by the applicable Offering

Member, to Transfer the portion of the Offered Units that the Company and the ROFR Recipients have not elected to purchase to a transferee for consideration having a value not less than the ROFR Price; *provided*, that any such Transfer shall be subject to the provisions of Section 10.06. Any Units not transferred within 90 days from the date Acceptance Notices were to be received, or for which the consideration to be paid in any such Transfer is less than the ROFR Price, shall continue to be subject to the provisions of this Section 10.05.

(d) Upon exercise by the Company and/or the ROFR Recipients, as the case may be, of their respective rights under this Section 10.05, the Company and/or the ROFR Recipients, as the case may be, and the applicable Offering Member, shall be legally obligated to consummate the purchase contemplated thereby and shall use their respective commercially reasonable efforts to consummate the purchase of the Offered Units as promptly as practicable.

10.06 Tag-Along Rights. At least fifteen (15) Business Days prior to any Transfer of any Units by a Member to any other Person (other than any Transfer (a) that is a Permitted Transfer, (b) in connection with an Approved Sale pursuant to Section 10.08 below or (c) pursuant to a Public Sale), the Member making such Transfer (the “Transferring Person”) shall deliver a written notice (the “Sale Notice”) to the Company and the other Members (the “Tag-Along Members”), specifying in reasonable detail the identity of the prospective transferee(s), the number and class or classes of Units to be transferred, the proposed purchase price and the other proposed material terms and conditions of the Transfer (any such Transfer, a “Tag-Along Sale”). Each Tag-Along Member may elect to participate in the contemplated Transfer by delivering written notice (a “Tag-Along Notice”) to the Transferring Person within fifteen (15) Business Days after delivery of the Sale Notice (the “Tag-Along Option Period”). The Transferring Person shall use commercially reasonable efforts to obtain the prospective transferee’s agreement to include all Units required to be included in such Transfer hereunder on the terms described herein, and shall not consummate any such Transfer unless such Units are so included; *provided*, that notwithstanding the receipt of any Tag-Along Notice hereunder or the prospective transferee’s agreement to include Units of Tag-Along Members pursuant hereto, the Transferring Person shall be under no obligation to consummate any such Transfer. If Transferring Person desires to consummate such Transfer and any Tag-Along Member has given a Tag-Along Notice, the sale of such Units shall be consummated as soon as practical (but in any event within ninety (90) days) after the expiration of the Tag-Along Option Period. Each Person transferring Units pursuant to this Section 10.06 shall make customary representations and warranties relating to such Transfer as required by the prospective transferee(s) and shall pay its pro rata share (based on the proportion of the total consideration received in such Tag-Along Sale to be received by such Person) of the expenses incurred by all Persons in connection with such Transfer and shall be obligated to join on a pro rata basis (based on the proportion of the total consideration received in such Tag-Along Sale to be received by such Person) in any indemnification or other obligations that the Transferring Person agrees to provide in connection with such Transfer (other than any such obligations that relate specifically to a particular Person, such as indemnification with respect to representations and warranties given by a Person regarding such Member’s title to and ownership of Units); *provided*, that no Person shall be obligated in connection with such Transfer to agree to indemnify or hold harmless the transferee(s) with respect to an amount in excess of the net cash proceeds paid to such Person in connection with such Transfer. If no Tag-Along Member has elected to sell any Units described in the Sale Notice and if the terms and conditions of this Section 10.06 have been met, then the Transferring Person may Transfer such Units specified in the Sale Notice at a price and on terms no more favorable to the Transferring Person than specified in the Sale Notice during the ninety (90)-day period immediately following the expiration of the Tag-Along Option Period. Any such Units not transferred within such ninety (90)-day period will continue to be subject to the provisions of this Section 10.06.

10.07 Preemptive Rights. If the Company proposes to issue any Units, any securities containing options or rights to acquire any Units, or any other equity securities of the Company, in each case after the

Subsidiaries following the consummation of such Approved Sale, subject to compliance with this Section 10.08.

(b) In addition to and without limiting the generality of the foregoing, in connection with an Approved Sale, each Member or other Person owning Units will take all other necessary and desirable actions in connection with the consummation of any Approved Sale, including:

(1) executing the applicable purchase agreement and other related transaction documents and making (and so long as all of the other Persons participating in such sale are providing the same (or greater) representations, warranties and indemnities), representations, warranties and indemnities regarding such Person's ownership of Units, including (x) the power and authority of such Person to enter into and consummate such sale and (y) providing the purchaser with good and marketable title to the securities being sold by such Person, free and clear of all liens created by such Person; and

(2) providing indemnification with respect to the breach of any representations, warranties or covenants regarding the Company (without regard to whether such representations, warranties or covenants are made by the Company itself or any other Person participating in such sale, but only so long as all of the Persons participating in such sale are providing the same (or greater) indemnification) contained in the documents governing such sale.

(c) Any representations and warranties to be made by and indemnification liability of any Person described in clauses (b)(1) and (2) above shall be several only, and not joint, and in no event shall any such liability exceed either (i) such Person's pro rata share (based on the proportion of the total consideration received in such Approved Sale to be received by such Person) or (ii) the net proceeds received by such Person in connection with any such Approved Sale.

(d) In connection with any Approved Sale, each Member or other Person owning Units and receiving consideration in such Approved Sale shall pay its pro rata share (based on the proportion of the total consideration received in such Approved Sale to be received by such Person) of all expenses incurred by the Company in connection with such Approved Sale and if any escrow arrangement is required in connection with such Approved Sale, each Member or other Person shall fund its pro rata share (based on the proportion of the total consideration received in such Approved Sale by all Persons participating in such sale of such escrow).

(e) If the Company enters into any negotiation or transaction for which Rule 506 promulgated by the SEC (or any similar rule then in effect) may be available with respect to such negotiation or transaction (including a merger, consolidation or other reorganization), each Member or other Person owning Units that is not an Accredited Investor will, at the request of the Manager, appoint a purchaser representative (as such term is defined in Rule 501 promulgated by the SEC) approved by the Manager, and such Member or other Person will be responsible for the fees of the purchaser representative so appointed.

ARTICLE 11 UNSUITABILITY REDEMPTION OF MEMBERS

11.01 *In General.* In the event an Unsuitability Determination is made with respect to a Member or any of its Affiliates (an "Unsuitable Person"), the Manager shall invoke the Unsuitability Redemption remedy set forth in this Article 11.

(b) To the extent that notice and cure remedies are made available by the jurisdiction whose laws have given rise to the Unsuitability Determination and may be pursued without risk to the

affected Member, the Unsuitability Redemption remedy may not be initiated unless cure is not effected within the time permitted by such jurisdiction. If notice and cure remedies are not prohibited or specified by such jurisdiction, the Unsuitability Redemption remedy may not be initiated until sixty (60) days following notice of a determination pursuant to Section 11.02 hereof provided that: (i) such objection is curable; (ii) cure has been initiated and is being diligently and expeditiously pursued; and (iii) such cure remedies may be pursued without material adverse effect on the Company.

(c) In the event that notice was provided and cure remedies are not available or are not pursued as required under Section 11.01(b), the Manager shall elect to redeem all or the portion of the Units of the Member or its Affiliate who has been determined to be an Unsuitable Person.

(d) In the event of an Unsuitability Determination, all Distributions to the affected Member shall be suspended and escrowed until such Member's Units are redeemed. In addition, such Member shall be subject to any laws, regulations, rules or orders as determined by the United States or State governmental agencies.

11.02 *Redemption in the Event of Unsuitability Determination.* Upon the occurrence of an Unsuitability Determination and after the expiration of any applicable cure period (if any), the Company shall promptly exercise its right to redeem (the "Unsuitability Redemption") the Units of the Member (the "Redeemed Interest") at a redemption price equal to the Unsuitability Redemption Price (as defined below).

11.03 *Redemption Price.* Upon the occurrence of an Unsuitability Determination, the Company shall have the lesser of (i) sixty (60) days or (ii) such period of time allowed or required by any legislative or regulatory agency in which to purchase the Redeemed Interest by payment to the Unsuitable Person of an amount equal to the Unsuitability Redemption Price. The "Unsuitability Redemption Price" shall be equal to the fair market value of the Units of such Unsuitable Person as determined by an independent expert appraiser selected in good faith by the Manager, without giving effect to any minority, illiquidity or similar discounts.

11.04 *Closing.* The closing of any Unsuitability Redemption under this Article 11 shall occur as soon as reasonably practicable unless otherwise required by law. The Unsuitability Redemption Price shall be paid at the closing in immediately available funds or in whole or in part with a promissory note, if permitted by applicable law, regulation or rule, at the sole option of the Manager; *provided*, however, the term of such promissory note shall not exceed two (2) years. Any promissory note issued by the Company shall bear interest at the applicable federal rate and shall have such other terms and conditions as reasonably determined by the Manager.

11.05 *Power of Attorney.* If any Member shall fail or refuse to sell and transfer such Member's Redeemed Interest as required by this Article 11, or to execute all documents and instruments reasonably necessary in connection therewith, such Member hereby irrevocably appoints the Manager, each with full power to act alone, as such Member's agent and attorney-in-fact to execute and deliver said documents and sell and transfer the Redeemed Interest of such Member in accordance with this Article 11.

ARTICLE 12 ACCOUNTING; REPORTING TO AND BY MEMBERS

12.01 *Books and Records.*

(a) The books and records of the Company shall be kept at the principal offices of the Company. The books and records for any taxable year shall be retained until such taxable year has been

closed under federal and state income tax Laws, by the running of the statute of limitations or otherwise, for each of the Members.

(b) The Company shall permit, upon reasonable request and notice and during normal business hours and without undue disruption to the Company's business, each Member or any representative thereof, access to such information and records as set forth in and in accordance with Section 34-255i of the Act and to examine and make copies of and extracts from the records and books of account of, and visit and inspect the properties of the Company, and to discuss the affairs, finances and accounts of the Company with any of its officers, employees, attorneys and independent accountants; *provided, however*, each Member, employee, agent or representative thereof, as the case may be, agrees to hold all information so received in confidence in accordance with Section 12.03.

12.02 *Accounting Matters.*

(a) The Company shall cause to be prepared with respect to each Fiscal Year financial statements based on GAAP.

(b) In addition, the Company shall maintain such records and accounts as are necessary to compute (i) the Profits or Losses of the Company (and individual items of income, gain, deduction and loss for Capital Account purposes) and the Capital Accounts of the Members and (ii) the taxable income or loss of the Company (and individual items of income, gain, deduction and loss for tax purposes).

12.03 *Delivery to Members and Inspection.*

(a) The Company shall deliver to each Member as soon as practicable, but in any event within ninety (90) days after the end of each Fiscal Year (i) an unaudited balance sheet as of the end of such year, (ii) unaudited statements of income and of cash flows for such year, and (iii) an unaudited statement of unitholders' equity as of the end of such year; and

(b) Each Member acknowledges that the information required to be delivered to such Member or that such Member has the right to obtain, inspect or copy pursuant to this Section 12.03 shall be deemed confidential, non-public and proprietary information (the "Confidential Information"), and agrees that: (i) unless pursuant to prior written consent by the Manager, such Member shall not disclose any Confidential Information or the provisions of this Agreement to any third party other than significant equity holders of any Member that is a special purpose company set up for the express purpose of holding Units on behalf of such significant equity holder, unless compelled by statute, rule, court order, subpoena or related judicial proceeding (whether in discovery or otherwise); (ii) such Member shall treat as confidential all Confidential Information and shall take reasonable precautions to prevent unauthorized access to the Confidential Information; (iii) such Member shall not use the Confidential Information in any way that is detrimental to the Company; and (iv) such Member agrees that the Confidential Information obtained pursuant to this Section 12.03 shall remain the exclusive property of the Company, and such Member shall promptly return to the Company all Confidential Information and all material which incorporates, or is derived from, all such Confidential Information immediately following a request by the Manager. It is hereby agreed that Confidential Information does not include information generally available and known to the public or obtained from a source not bound by a confidentiality agreement with the Company. Notwithstanding the foregoing, each Member that is a limited partnership, limited liability company or venture capital fund may disclose Confidential Information to any former partners or members who retained an economic interest in such Member, current or prospective partner of the partnership or any subsequent partnership under common investment management, limited partner, general partner, member or management company of such Member (or any employee or representative of any of the foregoing) (each

of the foregoing Persons, a “Permitted Disclosee”), an Affiliate of such Member, or legal counsel, accountants or representatives for such Member; *provided*, that any such Permitted Disclosee, Affiliate, legal counsel, accountant or representative shall be apprised of the confidential nature of the Confidential Information and shall use the Confidential Information only for tax reporting, legal compliance or similar purposes. Furthermore, nothing contained herein shall prevent any Member or any Permitted Disclosee from (i) entering into any business, entering into any agreement with a third party, or investing in or engaging in investment discussions with any other company (whether or not competitive with the Company); *provided*, that such Member or Permitted Disclosee does not, except as permitted in accordance with this Section 12.03(b), disclose or otherwise make use of any Confidential Information of the Company in connection with such activities, or (ii) making any disclosures required by Law or related judicial proceeding (whether in discovery or otherwise).

12.04 *Filings.* The Manager, at the Company’s expense, shall cause to be prepared and timely filed any required reporting or filing requirements imposed by any governmental agency or authority. The Manager, at the Company’s expense, shall also cause to be prepared and timely filed, with appropriate federal and state regulatory and administrative bodies, amendments to or restatements of the Certificate and all reports required to be filed by the Company with those entities under the Act or other then current applicable Laws.

12.05 *Bank Accounts.* The Manager shall maintain the funds of the Company in one or more separate bank accounts in the name of the Company (the “Accounts”) and shall not permit the funds of the Company to be commingled in any fashion with the funds of any other Person.

12.06 *Preparation of Financial Statements; Accounting Decisions and Reliance on Others.* The Manager shall be responsible for the preparation of financial reports of the Company and for the coordination of financial matters of the Company with the Company’s accountants. All decisions as to accounting matters, except as otherwise specifically set forth herein, shall be made by the Manager. The Manager may rely upon the advice of the Company’s accountants as to any such matter.

12.07 *Access to Books and Records.* The Members shall have access to, and the right to inspect, all books and records maintained by or on behalf of the Company during ordinary business hours at the Members’ sole cost and expense.

ARTICLE 13 TAX MATTERS

13.01 *Tax Returns; Tax Accounting Methods; Tax Elections.* The Manager shall cause the federal and any required state or local income tax returns of the Company to be prepared and filed on behalf of the Company, and it shall cause copies of such returns to be furnished to each of the Members. Subject to the requirements of Section 10.08, the Members intend that the Company shall be treated as a partnership for federal, state and local income tax purposes and shall take all reasonable actions, including the amendment of this Agreement and the execution of other documents, but without changing the economic relationships created by, or the essential terms of, this Agreement, as may be reasonably required to qualify for and receive treatment as a partnership for federal income tax purposes. The Manager shall cause the Company to make all elections required or permitted to be made by the Company under the Code (including an election under Section 754 of the Code and the safe harbor election provided for by the Proposed Revenue Procedure included in Notice 2005-43, or any similar election provided in a similar final revenue procedure or other published guidance relating to the compensatory transfer of partnership interests (the latter election, a “2005-43 Election”)) and not otherwise expressly provided for in this Agreement, in the manner that the Manager determines will be most advantageous to the Company; *provided*, that any such determination shall not alter materially the economic arrangement among the Members. The Company and each Member agrees to comply with all requirements of the Proposed Revenue Procedure included in Notice 2005-43, or

any similar final revenue procedure or other published guidance relating to the compensatory transfer of partnership interests, if a 2005-43 Election is made, in a manner consistent with such election. The Company and any eligible Subsidiary shall make an election pursuant to Section 754 of the Code, shall not thereafter revoke such election. Each Member will upon request supply any information reasonably necessary to give proper effect to any such elections.

13.02 *Partnership Representative.*

(a) For any taxable year of the Company in which, and to the extent that, the provisions of Subchapter C of Chapter 63 of the Code, as amended by the Bipartisan Budget Act of 2015 (together with any proposed, temporary or final Treasury Regulations promulgated at any time thereunder, the “Centralized Audit Rules”) apply to the Company, the Manager shall appoint for the Company a person to serve as the “Partnership Representative,” as such term is defined in Section 6223(a) of the Centralized Audit Rules. The Manager hereby appointed as the initial Partnership Representative. The Partnership Representative shall appoint, if necessary, the “designated individual” to act on its behalf in accordance with the applicable Treasury Regulations. The Company shall reimburse the Partnership Representative for all expenses reasonably incurred in connection with all examinations of the Company’s affairs by any taxing authority, including any resulting tax proceedings, and the Partnership Representative is authorized to expend Company funds for professional services and costs associated therewith. The Partnership Representative may rely on the advice or services of any lawyers, accountants, tax advisers, or other professional advisers or experts and shall not be liable for any damages, costs or losses to any persons, any diminution in value or any liability whatsoever arising as a result of its so relying.

(b) The Partnership Representative shall promptly provide the Company and all Members with copies of any material notices received by the Partnership Representative in connection with any proceeding or potential adjustment relating to the Company that is subject to the Centralized Audit Rules and shall use commercially reasonable efforts to keep the Members informed of all such proceedings or potential adjustments.

(c) The Partnership Representative shall have authority to act on behalf of the Company and as to any material decisions, make all relevant decisions regarding application of the Centralized Audit Rules, including, but not limited to, any elections under the Centralized Audit Rules or any decisions to settle, compromise, challenge, litigate or otherwise alter the defense of any proceeding before the IRS if the Members or any of their constituent partners or members could be affected thereby.

(d) Notwithstanding other provisions of this Agreement to the contrary, if any “partnership adjustment” (as defined in Section 6241(2) of the Code) is determined with respect to the Company, the Partnership Representative may cause the Company to elect pursuant to Section 6226 of the Code to have such adjustment passed through to the Members for the year to which the adjustment relates (i.e., the “reviewed year” within the meaning of Section 6225(d)(1) of the Code). In the event that the Partnership Representative has not caused the Company to so elect pursuant to Section 6226 of the Code, then any “imputed underpayment” (as determined in accordance with Section 6225 of the Code) or “partnership adjustment” that does not give rise to an “imputed underpayment” shall be apportioned among the Members of the Company for the taxable year in which the adjustment is finalized in such manner as may be necessary (as determined by the Partnership Representative in good faith), so that, to the maximum extent possible, the tax and economic consequences of the partnership adjustment and any associated interest and penalties are borne by the Members based upon their interests in the Company for the reviewed year.

(e) The Members agree to cooperate in good faith to timely provide information requested by the Partnership Representative as needed to comply with the Centralized Audit Rules,

including without limitation to make (and take full advantage of) any elections available to the Company under the Centralized Audit Rules. Each Member agrees that, upon request of the Company, such Member shall take such actions as may be necessary or desirable (as determined by the Partnership Representative) to (i) allow the Company to comply with the provisions of Section 6226 of the Code so that any “partnership adjustments” are taken into account by the Members rather than the Company; (ii) utilize the provisions of Section 6225(c) of the Code including, but not limited to, filing amended tax returns with respect to any “reviewed year” (within the meaning of Section 6225(d)(1) of the Code) or utilizing the alternative procedure to filing amended returns, to reduce the amount of any “partnership adjustment” otherwise required to be taken into account by the Company or (iii) otherwise allow the Company and its Members to address and respond to any matters arising under the Centralized Audit Rules.

(f) At the written request of the Manager, each Member or former Member is required to contribute to the Company such Member’s proportionate share of tax, penalties, additions to tax and interest imposed on and paid by the Company under the Centralized Audit Rules based on such Member’s or former Member’s allocable share of the income or gain in the year to which such adjustment relates; *provided*, that if a Member or former Member individually pays, pursuant to the Centralized Audit Rules, any such tax, penalties, additions to tax and interest, then such payment shall reduce any required capital contribution of such Member or former Member.

(g) The provisions contained in this Section 13.02 shall survive the dissolution of the Company, the withdrawal of any Member, and/or transfer of any Member’s interest in the Company.

(h) The Partnership Representative and each officer, director, shareholder, partner, member, manager or representative of the Partnership Representative shall be considered an Indemnitee for purposes of Article 15 of this Agreement and shall be entitled to indemnification pursuant to those provisions.

ARTICLE 14 DISSOLUTION AND LIQUIDATION

14.01 *Dissolution.* The Company shall be dissolved and its affairs wound up upon the first to occur of the following (each, a “Dissolution Event”):

(a) upon the written consent of the Manager and the approval of the Members holding a majority of the outstanding Units;

(b) upon the sale or other disposition of all or substantially all of the assets of the Company in one transaction or a series of related transactions;

(c) the dissociation of the last remaining Member of the Company unless: (i) within ninety (90) days after the Company ceases to have any Members, the legal representatives or assignees of Members that own the rights to receive a majority of distributions consent to admit at least one Person as a Member and at least one Person agrees in record form to become a Member; or (ii) the Company’s existence is otherwise continued under applicable Law; or

(d) the entry of a decree of judicial dissolution under Section 34-267(a)(4) or (5) of the Act.

No other event or occurrence shall cause a Dissolution Event or, if it does, the Members shall continue the Company.

14.02 *Liquidation of the Company.* When the Company is dissolved, the business and property of the Company shall be wound up and liquidated by the Manager or a liquidator designated by Two-Thirds in Interest of the Members (the “Liquidating Trustee”). The Manager or the Liquidating Trustee shall use its best efforts to reduce to cash and cash equivalent items such assets of the Company as the Manager or the Liquidating Trustee shall deem it advisable to sell, with consideration to obtaining fair value for such assets and any tax or other legal considerations.

14.03 *Distribution of Assets.* As soon as practicable after the effective date of the dissolution of the Company, the liquidating Trustee shall distribute the proceeds of such liquidation and any other assets of the Company (subject to any requirement under the Act) in the following order of priority:

(a) First, to payment of all of the debts, liabilities and obligations of the Company (including all expenses incurred in liquidation);

(b) Second, to the establishment of adequate reserves for the payment and discharge of all debts, liabilities and obligations of the Company, including contingent, conditional or unmatured liabilities, in such amount and for such term as the Liquidating Trustee may reasonably determine;

(c) Third, to the Members in the amount of the respective adjusted Capital Account balances on the date of distribution, after giving effect to all contributions, distribution and allocations for all periods; and

(d) Fourth, to the Members in accordance with Section 9.01(c) (treating the remaining proceeds as if they are Distributions from Sale Transactions), as promptly as practicable, but in any event within the time required by Treasury Regulations Section 1.704-1(b)(2)(ii)(b)(2).

(e) Each of the Members shall be furnished with a statement prepared by, or under the supervision of, the Liquidating Trustee, which shall set forth the assets and liabilities of the Company as of the date of complete liquidation.

(f) As soon as possible following application of the proceeds of liquidation and any assets that are to be distributed in kind, the Liquidating Trustee shall execute a certificate of dissolution and shall file the same with the Secretary of State.

14.04 *Assumption of Liabilities.* No party hereto shall incur, or be deemed to incur, any liabilities or obligations as a result of the dissolution of the Company in accordance with the provisions set forth in this Article 14.

14.05 *Dissociation.* No Member shall have the ability to dissociate or withdraw as a Member pursuant to Section 34-263 of the Act, or otherwise, prior to the dissolution and winding up of the Company and any such dissociation or withdrawal or attempted dissociation or withdrawal by a Member prior to the dissolution or winding up of the Company shall be null and void. As soon as any Person who is a Member ceases to hold any Units, such Person shall no longer be a Member.

14.06 *Winding Up.* Except as provided by Law, upon dissolution, each Member shall look solely to the assets of the Company for the return of its Capital Contribution. If the property and assets of the Company after the payment of all debts and liabilities of the Company are insufficient to return the Capital Contributions of any Member, such Member shall have no recourse against any other Member.

14.07 *Deemed Contribution and Distribution.* Notwithstanding any other provision of this Article 14, in the event that the Company is liquidated within the meaning of Treasury Regulations Section

1.704-1(b)(2)(ii)(g) but no Dissolution Event has occurred, the assets of the Company shall not be liquidated, the debts and other liabilities of the Company shall not be paid or discharged, and the affairs of the Company shall not be wound up. Instead, solely for federal income tax purposes, the Company shall be deemed to have contributed all of its assets and liabilities to a new limited liability company, and then deemed to liquidate by distributing interests in the new limited liability company to the Members. Notwithstanding any provision of this Agreement to the contrary, in no event shall such deemed distribution and recontribution affect the economic arrangement (including Capital Account balances and rights to receive distributions) among the Members as expressed in this Agreement.

14.08 *Statement of Termination.* On completion of the distribution of Company assets as provided herein, the Company is terminated and the Manager (or such other person or persons as the Act may require or permit) shall file a statement of termination with the Division of Corporations under Section 605.0709(7) of the Act and shall cause the cancellation of any other filings, including all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the State of Connecticut, and take such other actions as may be necessary to terminate the Company.

ARTICLE 15 INDEMNIFICATION AND INSURANCE

15.01 *Right of Indemnification.* The Company shall indemnify any Person who was or is a party to or is threatened to be made a party to or is otherwise involved in any threatened, pending, or completed action or proceeding, including without limitation actions by or in the right of the Company, whether civil, criminal, administrative, or investigative, by reason of the fact that the Person is or was a Member, a Manager, or an officer of the Company, or is or was serving while a Member, a Manager, or an officer of the Company at the request of the Company as a director, manager, officer, employee, agent, fiduciary, or other representative of another corporation (for-profit or not-for-profit), limited liability company, partnership, joint venture, trust, employee benefit plan, or other enterprise, against all liabilities, expenses (including without limitation attorneys' fees), judgments, fines, excise taxes, and amounts paid in settlement in connection with the action or proceeding unless the act or failure to act by the person giving rise to the claim for indemnification is determined by a court to have constituted bad faith, willful or intentional misconduct, or a knowing violation of law. The Company shall have the power to indemnify employees and agents of the Company on the same basis as provided in this section with respect to the Members, Managers, and officers, and to advance expenses to employees and agents on the same basis as provided in Section 15.03 as the Manager may from time to time determine or authorize. Each Person entitled to be indemnified pursuant to this Section 15.02 may be referred to herein as an "Indemnatee".

15.02 *Advances of Expenses.* Expenses (including without limitation attorneys' fees) incurred by an Indemnatee in defending any action or proceeding referred to in Section 15.02 shall automatically be paid by the Company, without the need for action by the Manager, in advance of the final disposition of the action or proceeding upon receipt of an undertaking by or on behalf of the Person to repay the amount advanced if it shall ultimately be determined that the Person is not entitled to be indemnified by the Company.

15.03 *Advances of Expenses.* Expenses (including without limitation attorneys' fees) incurred by an Indemnatee in defending any action or proceeding referred to in Section 15.01 shall automatically be paid by the Company, without the need for action by the Manager, in advance of the final disposition of the action or proceeding upon receipt of an undertaking by or on behalf of the Person to repay the amount advanced if it shall ultimately be determined that the Person is not entitled to be indemnified by the Company.

15.04 *Insurance.* The Company as directed by the Manager may purchase and maintain insurance or make other financial arrangements on behalf of any Person who is or was a Member, Manager, officer of the Company.

15.05 *Repeal or Modification.* Any repeal or modification of this Article 15 by the Members of the Company shall not adversely affect any right of a Manager, Member, officer, employee or agent of the Company existing hereunder at the time of such repeal or modification.

15.06 *No Third Party Rights.* The provisions of this Article 15 are for the benefit of the Indemnitees, their heirs, successors, assigns and administrators and shall not be deemed to create any rights for the benefit of any other Persons.

15.01 *Savings Clause.* If this Article 15 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnitee pursuant to this Article 15 to the fullest extent permitted by any applicable portion of this Article 15 that shall not have been invalidated and to the fullest extent permitted by applicable Law.

15.02 *Survival.* The provisions of this Article 15 shall survive the dissolution, liquidation, winding up, and termination of the Company.

ARTICLE 16 POWER OF ATTORNEY

16.01 *Power of Attorney.* Each of the undersigned does hereby constitute and appoint the Manager or any officer of the Company acting at the express direction of the Manager with full power to act without the others, as the undersigned's true and lawful representative and attorney-in-fact, in the undersigned's name, place and stead, to make, execute, sign, acknowledge and deliver or file (i) the Certificate, (ii) any amendment to, modification to, restatement of or cancellation of the Certificate, (iii) all instruments, documents and certificates that may from time to time be required by any Law to effectuate, implement and continue the valid and subsisting existence of the Company, and (iv) all instruments, documents and certificates that may be required to effectuate the dissolution and termination of the Company; *provided*, that the foregoing have been approved in accordance with this Agreement and applicable Law. The powers of attorney granted herein shall be deemed to be coupled with an interest, shall be irrevocable and shall survive the physical or legal incapacity of a Member.

ARTICLE 17 MISCELLANEOUS

17.01 *Entire Agreement; Inconsistencies with the Act.* This Agreement represents the entire agreement of the parties hereto with respect to the subject matter and supersedes all prior agreements and understandings, oral or written if any, with respect to such subject matter. To the extent any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be considered amended to the smallest degree possible in order to make such provision effective under the Act. If the Act is subsequently amended or interpreted in such a way as to validate a provision of this Agreement that was formerly invalid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

17.02 *Amendments.* This Agreement, including the schedules and exhibit hereto, may be amended only in writing by both the Company and all Members.

17.03 *No Waiver.* No consent or waiver, express or implied, by the Company or a Member to or of any breach or default by any Member in the performance by such Member of such Member's obligations under this Agreement shall constitute a consent to or waiver of any similar breach or default by that or any other Member. Failure by the Company or a Member to complain of any act or omission to act by any Member, or to declare such Member in default, irrespective of how long such failure continues, shall not constitute a waiver by the Company or such Member of such Member's rights under this Agreement.

17.04 *Third Parties.* Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto, and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.

17.05 *Severability.* Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any Law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or that provision in any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction to the greatest extent possible to carry out the intentions of the parties hereto.

17.06 *Governing Law.* THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF CONNECTICUT AND THE ACT, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF CONNECTICUT OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF CONNECTICUT.

17.07 *Enforcement.* The Members agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. According, except as expressly provided in this Agreement, each Member shall be entitled to specific performance of the terms hereof, including an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any appropriate state or federal court, this being in addition to any other remedy at which such party is entitled at law or in equity. Each Member hereby further waives: (i) any defense in any action for specific performance that a remedy at law would be adequate; and (ii) any requirement under any law to post security as a prerequisite to obtaining equitable relief.

17.08 *Notices.* Any notices in connection with this Agreement shall be in writing and may be given by (a) personal delivery, (b) email (with written confirmation of receipt); *provided*, that a copy is mailed by registered or certified mail, return receipt requested postage and fees prepaid, or (c) an internationally recognized overnight courier. Such notices shall be delivered to (i) with respect to the Members, the address of such Member set forth in Schedule 1 (or to such other address as may be specified by such Member in writing), and (ii) with respect to the Company, to its principal executive office, with a copy to Buchanan Ingersoll & Rooney PC, 50 South 16th Street, Suite 3200, Philadelphia, PA 19102, attention Joseph Centeno, Esquire. Notices shall be deemed to have been given (i) when actually delivered (including by fax with confirmation of transmission), (ii) the next Business Day if sent by overnight courier (with proof of delivery), and (iii) on the fifth (5th) day after mailing, if mailed by registered or certified mail, return receipt requested, postage and fees prepaid.

17.09 *Currency.* Unless otherwise specified, all currency amounts in this Agreement refer to the lawful currency of the United States of America.

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

17.11 *Successors.* Except as otherwise provided herein, this Agreement shall be binding upon and shall inure to the benefit of the Members and their respective heirs, successors and permitted assigns.

17.12 *Legal Fees.* Except as otherwise provided herein, all legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby are to be paid by the Member or Manager incurring such costs and expenses. In the event the Company or any Member or Manager brings suit to construe or enforce the terms hereof, or raises this Agreement as a defense in a suit brought by the Company or another Member or Manager, the prevailing Person is entitled to recover its attorneys' fees and expenses.

17.13 *Remedies Cumulative.* Each and every right hereunder and the remedies provided for under this Agreement are cumulative and are not exclusive of any remedies or rights that may be available at law, in equity or otherwise.

17.14 *Business Days.* If any time period for giving notice or taking action under this Agreement expires on a day which is not a Business Day, the time period will be automatically extended to the next Business Day.

17.15 *Drafting.* No party shall be deemed to have drafted this Agreement but rather this Agreement is a collaborative effort of the undersigned parties and their attorneys, and the parties waive the application of any Law, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

17.16 *Exhibits and Schedules.* All of the Exhibits and Schedules attached to this Agreement are deemed incorporated herein by reference.

* * * * *

IN WITNESS WHEREOF, each of the following Members and the Company hereby execute this Operating Agreement as of the day and year first written above.

Company:

CT BOTANICALS LLC

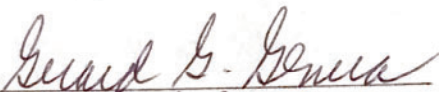
By: 

Name: Christina Visco

Title: Manager

Members:

MOTM CORP.

By: 

Name: GERARD G. GENUA

Title: PRESIDENT

CHRISTINA VISCO

CT BOTANICALS LLC

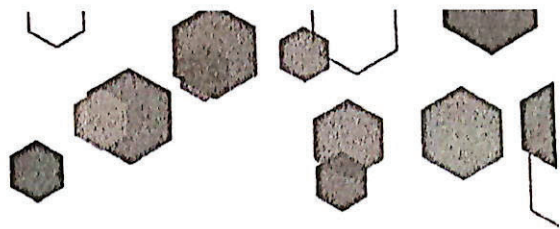
SCHEDULE 1

**MEMBER'S NAME AND ADDRESS;
OWNERSHIP OF UNITS; PERCENTAGE INTERESTS**

Member	Units	Percentage Interest
Christina Visco [address]	99	99%
MOTM Corp. [address]	1	1%

Section 4.14
Applicant Acknowledgment

Complete each section in the applicable Form 3 (Form 3(A), “Entity Applicant Acknowledgment and Statement of Understanding,” or Form 3(B), “Individual Applicant Acknowledgment and Statement of Understanding”) and include the applicable completed Form 3 in Section 4.14.

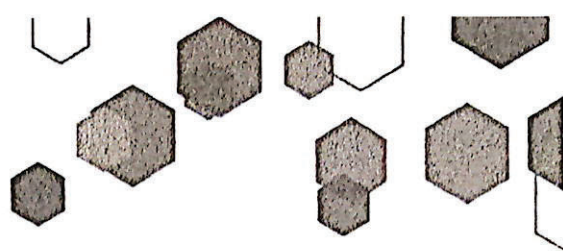


FORM 3(A): ENTITY APPLICANT ACKNOWLEDGMENT AND STATEMENT OF UNDERSTANDING

I, James L. Olson, the undersigned representative, hereby represent and warrant that I am authorized to submit this application on behalf of the entity listed on the application (the Applicant) and to attest to the following on behalf of the Applicant.

- All information included in the application is true and correct. Applicant understands that the Department will rely on such information, and that any material misrepresentation in this application is grounds for licensure denial. Further, Applicant understands that if the applicant knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty, the applicant may be found guilty of a misdemeanor of the second degree, punishable as provided in sections 775.082 or 775.083, F.S.
- Applicant understands that this application for licensure creates neither an entitlement to, nor a vested right in, licensure.
- No individual or entity that owns, controls, or holds power to vote 5 percent or more of the voting shares of the Applicant has any direct or indirect ownership or control of a voting share of any currently licensed MMTC.
- No individual or entity that owns, controls, or holds power to vote 5 percent or more of the voting shares of any currently licensed MMTC has any direct or indirect ownership or control of a voting share of the Applicant.
- No currently licensed MMTC has any direct or indirect ownership or control of any voting shares or other form of ownership of the Applicant.
- The Applicant does not have any direct or indirect ownership or control of any voting shares or other form of ownership of a currently licensed MMTC.

Emergency Rule 64ER22-9
Effective: 12/2022



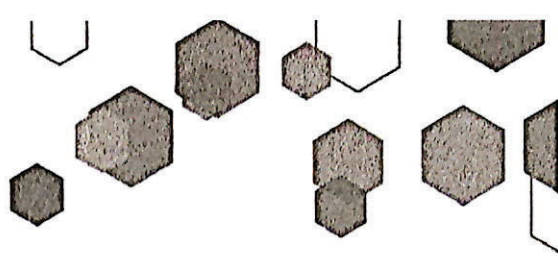
- Notwithstanding the contents of the application, upon licensure, Applicant agrees to abide by, and be bound to, all the requirements of section 381.986, F.S., and all Department rules relating to medical marijuana and medical marijuana treatment centers.
- Applicant understands and agrees that if the Department determines at any point after licensure that the application contained a material misrepresentation, then the license will be revoked.

Representative Name (Printed): James Leonard Oleson

Representative Signature: James L. Oleson

MMTC Applicant Name: Boyetts Citrus Packers

Emergency Rule 64ER22-9
Effective: 12/2022

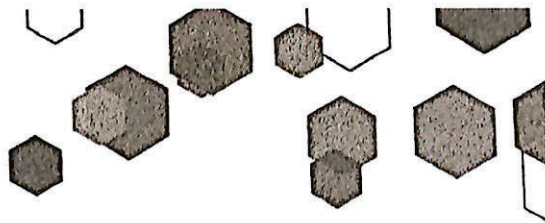


FORM 3(A): ENTITY APPLICANT ACKNOWLEDGMENT AND STATEMENT OF UNDERSTANDING

I, Katherine L Oleson, the undersigned representative, hereby represent and warrant that I am authorized to submit this application on behalf of the entity listed on the application (the Applicant) and to attest to the following on behalf of the Applicant.

- All information included in the application is true and correct. Applicant understands that the Department will rely on such information, and that any material misrepresentation in this application is grounds for licensure denial. Further, Applicant understands that if the applicant knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty, the applicant may be found guilty of a misdemeanor of the second degree, punishable as provided in sections 775.082 or 775.083, F.S.
- Applicant understands that this application for licensure creates neither an entitlement to, nor a vested right in, licensure.
- No individual or entity that owns, controls, or holds power to vote 5 percent or more of the voting shares of the Applicant has any direct or indirect ownership or control of a voting share of any currently licensed MMTC.
- No individual or entity that owns, controls, or holds power to vote 5 percent or more of the voting shares of any currently licensed MMTC has any direct or indirect ownership or control of a voting share of the Applicant.
- No currently licensed MMTC has any direct or indirect ownership or control of any voting shares or other form of ownership of the Applicant.
- The Applicant does not have any direct or indirect ownership or control of any voting shares or other form of ownership of a currently licensed MMTC.

Emergency Rule 64ER22-9
Effective: 12/2022



- Notwithstanding the contents of the application, upon licensure, Applicant agrees to abide by, and be bound to, all the requirements of section 381.986, F.S., and all Department rules relating to medical marijuana and medical marijuana treatment centers.
- Applicant understands and agrees that if the Department determines at any point after licensure that the application contained a material misrepresentation, then the license will be revoked.

Representative Name (Printed): Katherine Louise Olson

Representative Signature: Katherine L Olson

MMTC Applicant Name: BOYETT'S CITRUS PACKERS

Emergency Rule 64ER22-9
Effective: 12/2022

Section 4.15
Citrus Preference Documentation

- 1. Provide the address for the facility (or facilities) that is or was used for the canning, concentrating, or otherwise processing of citrus fruit or citrus molasses;**

The Applicant's facility that is or was used for the canning, concentrating, or otherwise processing of citrus fruit or citrus molasses is located at 4355 Spring Lake Hwy, Brooksville, FL 34601.

- 2. State the name of the natural person or entity that is or was regulated under Chapter 601, F.S., for the canning, concentrating, or otherwise processing of citrus fruit or citrus molasses at the facility (or facilities) identified in item 1;**

The Applicant has been and still is regulated under Chapter 601, F.S. and has owned and operated been operated by Katherine L. Oleson and James Oleson and other relatives for several decades.

- 3. State the time period during which the applicant's facility (or facilities) is or was used for canning, concentrating, or otherwise processing of citrus fruit or citrus molasses;**

The Applicant's facility has been used for canning, concentrating, or otherwise processing of citrus fruit or citrus molasses since the 1960s.

- 4. Provide a deed or other recorded document demonstrating that the applicant holds legal ownership of the facility (or facilities) identified in item 1. Additionally, provide the parcel ID number associated with the facility (or facilities).**

Facility - Parcel ID Number: # R09-423-20-0000-0080-0000; Property Deed for 4355 Spring Lake Hwy, Brooksville, FL 34601 follows.

- 5. Provide completed Form 5 "Citrus Preference Acknowledgment."**



Florida Department of Agriculture and Consumer Services
Division of Fruit and Vegetables

No 338

Effective Date: 11/10/2015

CITRUS FRUIT DEALER'S LICENSE

Bureau of License and Bond - 170 Century Blvd. - Bartow, Florida 33830 - (863) 578-1900

**WILTON SIMPSON
COMMISSIONER**

AMOUNT OF BOND \$ 5,000

Surety: OHIO CASUALTY INS CO

This is to certify that

BOYETT'S CITRUS PACKERS
4355 SPRING LAKE HWY
BROOKSVILLE, FL 34601 8005

Delivered for the 2015-2016 Season

whose application has been approved by the
Florida Citrus Commission, and who has delivered
a bond and paid the prescribed fee as provided by
the Florida Citrus Code of 1949, is hereby granted
a license to engage in the business of Citrus Fruit
Dealer through July 31, 2016.

Wilton Simpson
Commissioner of Agriculture

Phone No. (352) 796-2289

Type of Business: CO-OWNERSHIP

Name of owner, co-owners, all-partners, or officer, directors:

Full Name First Middle Last	Title	% of Stock	Home Address Street and No.	City	State
KATHERINE L OLESON	OWNER	50	5001 SPRING LAKE HWY	BROOKSVILLE	FL
JAMES L OLESON	OWNER	50	5001 SPRING LAKE HWY	BROOKSVILLE	FL



Florida Department of Agriculture and Consumer Services
Division of Fruit and Vegetables

No 281

Effective Date: 08/14/2018

CITRUS FRUIT DEALER'S LICENSE

Bureau of License and Bond - 170 Century Blvd. - Bartow, Florida 33830 - (863) 578-1900

**WILTON SIMPSON
COMMISSIONER**

AMOUNT OF BOND \$ 0
Surety.

This is to certify that

BOYETT'S CITRUS PACKERS
4355 SPRING LAKE HWY
BROOKSVILLE, FL 34601 8005

Delivered for the 2017-2018 Season

whose application has been approved by the
Florida Citrus Commission, and who has delivered
a bond and paid the prescribed fee as provided by
the Florida Citrus Code of 1949, is hereby granted
a license to engage in the business of Citrus Fruit
Dealer through July 31, 2018.

Wilton Simpson
Commissioner of Agriculture

Type of Business: CO-OWNERSHIP

Phone No. (352) 796-2289

Name of owner, co-owners, all-partners, or officer, directors:

Full Name First Middle Last	Title	% of Stock	Home Address Street and No.	City	State
KATHERINE L OLESON	OWNER	50	5001 SPRING LAKE HWY	BROOKSVILLE	FL
JAMES L OLESON	OWNER	50	5001 SPRING LAKE HWY	BROOKSVILLE	FL



Florida Department of Agriculture and Consumer Services
Division of Fruit and Vegetables

No 212

Effective Date: 09/26/2018

CITRUS FRUIT DEALER'S LICENSE

Bureau of License and Bond - 170 Century Blvd. - Bartow, Florida 33830 - (863) 578-1900

**WILTON SIMPSON
COMMISSIONER**

AMOUNT OF BOND \$ 5,000

Delivered for the 2018-2019 Season

Surety: THE OHIO CASUALTY INSURANCE COMPANY

This is to certify that

BOYETT'S CITRUS PACKERS
4355 SPRING LAKE HWY
BROOKSVILLE, FL 34601 8005

whose application has been approved by the
Florida Citrus Commission, and who has delivered
a bond and paid the prescribed fee as provided by
the Florida Citrus Code of 1949, is hereby granted
a license to engage in the business of Citrus Fruit
Dealer through July 31, 2019.

Wilton Simpson
Commissioner of Agriculture

Type of Business: CO-OWNERSHIP

Phone No. (352) 796-2289

Name of owner, co-owners, all-partners, or officer, directors:

Full Name First Middle Last	Title	% of Stock	Home Address Street and No.	City	State
KATHERINE L OLESON	OWNER	50	5001 SPRING LAKE HWY	BROOKSVILLE	FL
JAMES L OLESON	OWNER	50	5001 SPRING LAKE HWY	BROOKSVILLE	FL



Florida Department of Agriculture and Consumer Services
Division of Fruit and Vegetables

No 3

Effective Date: 08/01/2021

CITRUS FRUIT DEALER'S LICENSE

Bureau of License and Bond - 170 Century Blvd. - Bartow, Florida 33830 - (863) 578-1900

**NICOLE "NIKKI" FRIED
COMMISSIONER**

AMOUNT OF BOND \$ 0

Delivered for the 2021-2022 Season

Surety

This is to certify that

BOYETT'S CITRUS PACKERS
4355 SPRING LAKE HWY
BROOKSVILLE, FL 34601 8005

whose application has been approved by the Florida Citrus Commission, and who has delivered a bond and paid the prescribed fee as provided by the Florida Citrus Code of 1949, is hereby granted a license to engage in the business of Citrus Fruit Dealer through July 31, 2022.

Nicole Fried
Commissioner of Agriculture

Type of Business: CO-OWNERSHIP

Phone No. (352) 796-2289

Name of owner, co-owners, all-partners, or officer, directors:

Full Name First Middle Last	Title	% of Stock	Home Address Street and No.	City	State
KATHERINE L OLESON	OWNER	50	5001 SPRING LAKE HWY	BROOKSVILLE	FL
JAMES L OLESON	OWNER	50	5001 SPRING LAKE HWY	BROOKSVILLE	FL

NUMBER OF BOXES OF CITRUS FRUIT THAT APPLICANT CAN DEAL WITH THIS SEASON FOR WHICH BOND IS POSTED 0

CITRUS FRUIT THAT IS BOND EXEMPT:

NO. OF BOXES

- | | |
|---|---|
| (a) Produced on groves owned or leased by applicant | 0 |
| (b) Handled for its members by a cooperative marketing association | 0 |
| (c) Fresh Fruit covered by Inspection Certificate | 0 |
| (d) Handled by grove management contracts | 0 |
| (e) Produced on groves owned by partner, officer, stockholders, parent corporation, wholly owned subsidiary or its officers or stockholders | 0 |
| (f) Equivalent boxes of citrus products covered by Inspection Certificate as received from a registered Processing Plant | 0 |

NATURE OF BUSINESS

ROADSIDE STAND
GIFT FRUIT SHIP

Location of Business: 4355 SPRING LAKE HWY BROOKSVILLE, FL 34601 8005



Florida Department of Agriculture and Consumer Services
Division of Fruit and Vegetables

No 202

Effective Date: 02/24/2023

CITRUS FRUIT DEALER'S LICENSE

Bureau of License and Bond - 170 Century Blvd. - Bartow, Florida 33830 - (863) 578-1900

WILTON SIMPSON
COMMISSIONER

AMOUNT OF BOND \$ 0

Delivered for the 2022-2023 Season

Surety:

This is to certify that:

BOYETT'S CITRUS PACKERS
4355 SPRING LAKE HWY
BROOKSVILLE, FL 34601 8005

whose application has been approved by the Florida Citrus Commission, and who has delivered a bond and paid the prescribed fee as provided by the Florida Citrus Code of 1949, is hereby granted a license to engage in the business of Citrus Fruit Dealer through July 31, 2023.

Wilton Simpson
Commissioner of Agriculture

Type of Business: CO-OWNERSHIP

Phone No. (352) 796-2289

Name of owner, co-owners, all-partners, or officer, directors:

Full Name First Middle Last	Title	% of Stock	Home Address Street and No.	City	State
KATHERINE L OLESON	OWNER	50	5001 SPRING LAKE HWY	BROOKSVILLE	FL
JAMES L OLESON	OWNER	50	5001 SPRING LAKE HWY	BROOKSVILLE	FL

NUMBER OF BOXES OF CITRUS FRUIT THAT APPLICANT CAN DEAL WITH THIS SEASON FOR WHICH BOND IS POSTED 0

CITRUS FRUIT THAT IS BOND EXEMPT:

NO. OF BOXES

- | | |
|---|---|
| (a) Produced on groves owned or leased by applicant | 0 |
| (b) Handled for its members by a cooperative marketing association | 0 |
| (c) Fresh Fruit covered by Inspection Certificate | 0 |
| (d) Handled by grove management contracts | 0 |
| (e) Produced on groves owned by partner, officer, stockholders, parent corporation, wholly owned subsidiary or its officers or stockholders. | 0 |
| (f) Equivalent boxes of citrus products covered by Inspection Certificate as received from a registered Processing Plant | 0 |

NATURE OF BUSINESS

GIFT FRUIT SHIP

Location of Business: 4355 SPRING LAKE HWY BROOKSVILLE, FL 34601 8005

DACS-07045
Rev. 12/01

CONDITIONAL COPY

CONDITIONALLY APPROVED PENDING
COMMISSION ACTION ON MAR 15 2023

P6.00
D.70

QUITCLAIM DEED

THIS INDENTURE, made this 13th day of February, 1993, by and between LYONS E. BOYETT, ID# [REDACTED], and IRMA K. BOYETT, [REDACTED] his wife, GRANTORS, 4363 Spring Lake Highway, of Brooksville, Florida 34601, of the County of Hernando, in the State of Florida, parties of the first part, and JAMES L. OLESON, II [REDACTED], and KATHERINE L. OLESON, [REDACTED] his wife, 5001 Spring Lake Highway, Brooksville, Florida 34601, GRANTEES, of the County of Hernando, in the State of Florida, parties of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of ten dollars, (\$10) and other valuable considerations, lawful money of the United States of America, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed to the said party of the second part, her heirs and assigns forever, all the right, title, interest and claim of the said party of the first part in and to the following described land in Hernando County, Florida, to-wit:

The South 342.53 feet of the East 635.86 feet of the Northeast Quarter of the Southeast Quarter of Section 9, Township 23 South, Range 20 East, Hernando County, Florida.
Parent parcel # R09-423-20-0000-0080-0000

Containing 5.0 acres

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said parties of the second part, their heirs and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part has executed this deed under seal on the date aforesaid.

Signed, sealed and delivered
in the presence of:

Jeanette L. Boyce
JEANETTE L. BOYCE
24439 Casey Road
Brooksville, Florida 34601

Lyons E. Boyett (SEAL)
LYONS E. BOYETT

Barney Parrott
BARNEY PARROTT
1338 Citrus Way
Brooksville, Florida 34602

Irma K. Boyett (SEAL)
IRMA K. BOYETT

STATE OF FLORIDA)
COUNTY OF HERNANDO)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared LYONS E. BOYETT and IRMA K. BOYETT, who are personally known to me, who have produced Florida Driver's Licenses as identification, who executed the foregoing instrument and who did not take an oath, and they acknowledged before me that they executed the same as their free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of February, 1993.

Documentary Tax Pd. \$-70

Intangible Tax Pd. \$-

Karen Nicolai, Clerk of Circuit Ct.
Hernando County, Florida

By Jean B. K... D.C.

Jean B. K...
Notary Public
State of Florida at Large

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB. 15, 1994
BONDED THRU GENERAL INS. UND.

FILED FOR RECORD
KAREN NICOLAI, CLERK
HERNANDO COUNTY, FL

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
DANIEL L. CASTILLO
ATTORNEY AT LAW
305 S. MAGNOLIA AVENUE
TAMPA, FLORIDA 33606
02089301.1

005105

93 FEB 16 10 1:19

O. R. 900 PG 1586

70.0000
Return 2nd
affidavit
126.00
0.55

Return to:
Name James L. Oleson
Address 5001 Spring Lake Highway
Brooksville, Fl. 34601

Property Appraiser's
Parcel Identification No. _____

033970

This instrument was prepared by:
Name H. CLYDE HOBBY, P.A.
Address Attorneys at Law
8917 State Road 54
NEW PORT RICHEY, FLORIDA 34653

Grantee S.S. No. _____
Name _____
Grantee S.S. No. _____
Name _____

[Space above this line for recording data.]

WARRANTY DEED (STATUTORY FORM — SECTION 689.02, F.S.)

This Indenture, made this 2nd day of October 1989, Between
LYONS E. BOYETT and IRMA K. BOYETT, his wife

of the County of Hernando, State of Florida, grantor,
JAMES L. OLESON and KATHERINE L. OLESON, his wife,
whose post office address is 5001 Spring Lake Highway, Brooksville, Fl. 34601
of the County of Hernando, State of Florida, grantee,

Witnesseth that said grantor, for and in consideration of the sum of _____ Dollars,

and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Hernando County, Florida, to-wit:

Begin at the N.E. corner of the Southeast Quarter of Section 9, Township 23 South, Range 20 East, Hernando County, Florida as the Point of Beginning; thence run S 00°02'19" W. along the East line of Section 9, a distance of 200.00 feet to a point; thence run S 89°56'53"W. a distance of 1089.00 feet to a point; thence run N 00°02'19"E. a distance of 200.00 feet to a point; thence run N 89°56'53" E. a distance of 1089.00 feet to the Point of Beginning, LESS S.R. 41 right-of-way.

Property Tax No. 155
Payable to _____

Notary Public for _____

Jacey Clemens

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

"Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

[Signature]
Jean Kuba

[Signature] (Seal)
Lyons E. Boyett (Seal)
Irma K. Boyett (Seal)

STATE OF FLORIDA
COUNTY OF HERNANDO

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Lyons E. Boyett and Irma K. Boyett, his wife

known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he executed the same.
WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of October 1989.

My commission expires _____
Notary Public, State of Florida at Large
My Commission Expires Jan. 31, 1990
Bonded _____ Maynard Bonding Agency

Notary Public

FILED FOR RECORD
KAREN NICOLAI, CLERK
HERNANDO COUNTY, FL
89 OCT 11 PM 4:35

O.R. 753 PG 0838

This Warranty Deed

Made this 18 day of JANUARY A.D. 2001
by James L. Oleson and Katherine L. Oleson, his wife

hereinafter called the grantor, to
James L. Oleson and Katherine L. Oleson, his wife

whose post office address is: 5001 Spring Lake Hwy.
Brooksville FL 34601

Grantees' SSN: [REDACTED]

hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of \$ 10.00
and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Hernando
County, Florida, viz:

See Exhibit "A" attached hereto.

SUBJECT TO covenants, restrictions, easements of record and taxes for the current year and subsequent years.

Parcel Identification Number: 809 423 20 0000 0080 0010

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2000

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Elizabeth E. Oleson
Name: Elizabeth E. Oleson

James L. Oleson
Name & Address: James L. Oleson
5001 Spring Lake Hwy.
Brooksville, FL 34601 LS

James L. Oleson Jr.
Name: James L. Oleson Jr.

Katherine L. Oleson
Name & Address: Katherine L. Oleson
5001 Spring Lake Hwy
Brooksville FL 34601 LS

Name: _____

Name & Address: _____ LS

Name: _____

Name & Address: _____ LS

State of Florida
County of Hernando

The foregoing instrument was acknowledged before me this 18 day of JANUARY, 2001, by

James L. Oleson and Katherine L. Oleson, his wife,

who is personally known to me or who has produced

as identification.

Notary Public

Print Name:

My Commission Expires:

ROGER D. EPPLEY

PREPARED BY & RECORD & RETURN TO:

James + Katherine Oleson
5001 Spring Lake Hwy
Brooksville FL 34602



Exhibit "A"

**** OFFICIAL RECORDS ****
BK: 1389 PG: 1213

The West 1/2 of the following described parcel:

Begin at the Northeast corner of the Southeast 1/4 of Section 9, Township 23 South, Range 20 East, Hernando County, Florida, as the POINT OF BEGINNING, thence run South 00°02'19" West along the East line of Section 9 a distance of 200.00 feet to a point, thence run South 89°56'53" West a distance of 1089.00 feet to a point, thence run North 00°02'19" East a distance of 200.00 feet to a point, thence run North 89°56'53" East a distance of 1089.00 feet to the POINT OF BEGINNING, LESS S.R. 41 right-of-way.

TOGETHER WITH an easement for ingress, egress and utilities over and across the North 20 feet of the East 1/2 of the following described parcel:

Begin at the Northeast corner of the Southeast 1/4 of Section 9, Township 23 South, Range 20 East, Hernando County, Florida, as the POINT OF BEGINNING, thence run South 00°02'19" West along the East line of Section 9 a distance of 200.00 feet to a point, thence run South 89°56'53" West a distance of 1089.00 feet to a point, thence run North 00°02'19" East a distance of 200.00 feet to a point, thence run North 89°56'53" East a distance of 1089.00 feet to the POINT OF BEGINNING, LESS S.R. 41 right-of-way.

After Recording Return To:
Michele Calderon
Gulf Coast Title Co., Inc.
111 N. Main St.
Brooksville, FL 34601

This Instrument Prepared by:
Michele Calderon

Gulf Coast Title Co., Inc.
111 North Main Street
Brooksville, FL 34601

as a necessary incident to the fulfillment of conditions
contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):
R32 222 17 3935 0000 0230
File No.: 20026549

WARRANTY DEED

This Warranty Deed, made the 15th day of September, 2020, by **Richard W. Nein Jr. and Christine E. Hogan, husband and wife**, hereinafter called the grantor, whose post office address is: 6252 Commercial Way, Unit 180, Weeki Wachee, FL 34613, to **Katherine Oleson and James Oleson, wife and husband**, whose post office address is: 4355 Spring Lake Hwy, Brooksville, FL 34601, hereinafter called the grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of \$435,000.00 Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Hernando County, Florida, to wit:

Lot 23 and a portion of Lot 24, WEEKIWACHEE GARDENS, as per plat thereof, recorded in Plat Book 6, Page 19, Public Records of Hernando County, Florida, described as follows:

Commence at the Southerly right-of-way of State Road #595 (a 100' road) and the Westerly right-of-way of Park Drive (a 50' street) then go South 46° 41' 30" West along the right-of-way of State Road #595 for a distance of 182.50' to the Point of Beginning; thence continue South 46° 41' 30" West for a distance of 91.25' to the Northwest corner of Lot 22; then go South 43° 20' 30" East along the South line of Lot 23 for a distance of 81.38'; then go North 46° 41' 30" East along the canal for a distance of 91.27' to a point; (said point being 22.00' Northeast of the Southeast corner of Lot 23); then go North 43° 20' 30" West along a new line of division through Lot 24 for a distance of 81.38' to the Point of Beginning.

The property is the homestead of the Grantor(s).

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2019, reservations, restrictions and easements of record, if any.

(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES
TWO SEPARATE DISINTERESTED WITNESSES REQUIRED

Witness Signature: [Signature]
Printed Name: Michele M. Calderon

Richard W. Nein Jr.

Witness Signature: [Signature]
Printed Name: Mary Mahla

Christine E. Hogan

State of Florida
County of Hernando

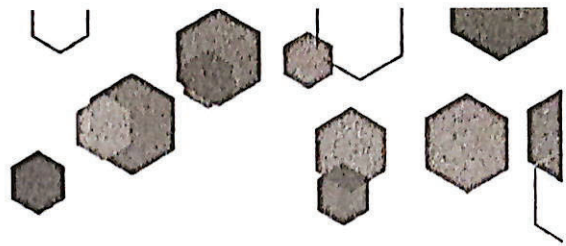
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15th day of September, 2020 by Richard W. Nein Jr. and Christine E. Hogan. He/She/They is/are ☐ Personally known to me or ☒ Produced drivers license(s) as identification.

Notary Public Signature
Printed Name: _____

My Commission Expires: _____

☐ Online Notary (Check Box if acknowledgment done by Online Notarization)





FORM 5: CITRUS PREFERENCE ACKNOWLEDGMENT

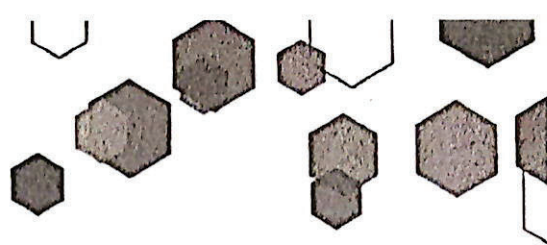
I, Katherine L. Oleson, the undersigned applicant or representative of the applicant, hereby attest that, for the facility (or facilities) identified in Section 4.15 of the application, the applicant will use or convert the facility (or facilities) for the processing of marijuana if awarded an MMTC license.

I understand that if I knowingly make a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty, that I may be found guilty of a misdemeanor of the second degree, punishable as provided in sections 775.082 or 775.083, F.S.

Name (Printed): Katherine Louise Oleson

Signature: Kath L Oleson

MMTC Applicant Name: Boyetts Citrus Packers



FORM 5: CITRUS PREFERENCE ACKNOWLEDGMENT

I, James L. Oleson, the undersigned applicant or representative of the applicant, hereby attest that, for the facility (or facilities) identified in Section 4.15 of the application, the applicant will use or convert the facility (or facilities) for the processing of marijuana if awarded an MMTC license.

I understand that if I knowingly make a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty, that I may be found guilty of a misdemeanor of the second degree, punishable as provided in sections 775.082 or 775.083, F.S.

Name (Printed): James Leonard Oleson

Signature: James L Oleson

MMTC Applicant Name: BOYETTE'S Citrus Packers

Emergency Rule 64ER22-9
Effective: 12/2022