

AUR Form 1 – General Contact Information, Taxpayer Identification and Affirmations

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|----------|--|---|
| 1 | APPLICANT NAME (legal name, and any d/b/a name(s), if applicable) | Ancora Partners LLC d/b/a Flower & Pot You must attach the following documents to this Form: <ul style="list-style-type: none"> Articles of Incorporation filed with RI Secretary of State (SOS) Certificate of Good Standing from the RI SOS Evidence of filing a Fictitious Business Name Statement with the SOS, if applicable |
| | APPLICATION ZONE# | 4 (Note separate applications and application fees are required to apply in multiple zones) |
| 2 | BUSINESS STREET ADDRESS | 187 Shadow Brook Drive |
| 3 | CITY, STATE, ZIP | Warwick, RI 02886 |
| 4 | STREET ADDRESS OF PROPOSED LICENSED PREMISES FOR RETAIL SALES OF CANNABIS | 1112 Reservoir Avenue |
| 5 | CITY, STATE, ZIP | Cranston, RI 02910 |
| 6 | PLAT#/LOT# OF PROPOSED LICENSED PREMISES FOR RETAIL SALES OF CANNABIS | Plat 9, Section 2, Lot 2713 |

| | | |
|----|---|--|
| 7 | SQUARE FOOTAGE OF PROPOSED FACILITY FOR RETAIL SALES OF CANNABIS | 3,115 |
| 8 | FEIN: (Federal Employer Identification Number) | [REDACTED] |
| 9 | TELEPHONE NUMBER | AREA CODE NUMBER EXTENSION (401) 714 - 5362 Ext. _____ |
| 11 | TOLL FREE NUMBER (if not applicable, put "N/A") | AREA CODE NUMBER EXTENSION (N/A) - Ext. _____ |
| 12 | COMPLIANCE OFFICER Identification and Contact Information | <p>The Applicant must appoint a Compliance Officer to whom information, notices, and documents will be sent. The Commission reserves the right to contact and/or send notices and other correspondence to the Applicant by email and/or post mail. It is the Applicant's responsibility to ensure that the Compliance Officer information is correct and up to date at all times following application and throughout licensure.</p> |
| | Name: | David Rozen |
| | Title: | Member |
| | Mailing Address: | [REDACTED] |
| | Email Address: | david@ancoraadvisors.net |
| | Phone Number | (401) 714 - 5362 Ext. _____ AREA CODE NUMBER EXTENSION |



TAXPAYER STATUS

All persons and entities applying for or renewing any license, registration, permit, or other authority (hereinafter called "licensee") to conduct a business or occupation in the state of Rhode Island are required to file all applicable tax returns and pay all taxes owed to the state prior to receiving a license as mandated by R.I. Gen. Laws Ch. 5-76, except as noted below.

PLEASE CHECK ONE BOX BELOW OR APPLICATION WILL BE CONSIDERED INCOMPLETE

- ☒ I hereby declare, under penalty of perjury, that I have filed all required state tax returns and have paid all taxes owed.
- ☐ I have entered a written installment agreement to pay delinquent taxes that is satisfactory to the Tax Administrator.
- ☐ I am currently pursuing administrative review of taxes owed to the state.
- ☐ I am in federal bankruptcy. (Case # _____)
- ☐ I am in state receivership. (Case # _____)
- ☐ I have been discharged from Bankruptcy. (Case # _____)

Ancora Partners LLC d/b/a Flower & Pot / 001738484

Name of Taxpayer/Entity
Number

Social Security or Federal Tax Identification

AFFIRMATIONS

Applicant hereby understands and affirms the following:

1. The burden of proving an Applicant's qualifications rests on the party applying for the license.
2. The Cannabis Control Commission may deny any Application that contains a material misstatement, omission, misrepresentation, or untruth.
3. An Application shall be complete in every material detail.
4. The Cannabis Control Commission may rescind its approval of an Adult-Use Cannabis Retail License if Applicant has not completed the pre-requisites for issuance of the license as described in the Regulations within nine (9) months of their approval.
5. Regarding the location of the licensed premises, Applicant commits to the following:
 - a. The premises is in full compliance with local zoning laws and the Applicant is in receipt of all required zoning approvals.
 - b. The operations of Applicant shall conform to local zoning requirements.
6. Applicant commits to not acquiring cannabis from anyone other than a licensed cultivator or licensed manufacturer in accordance with the Act and the Regulations.
7. Applicant commits to the limitations set forth in the Act and the Regulations and understands that they are limited to possessing cannabis only as permitted in the Act and the Regulations.
8. Applicant understands that the licensed premises may not be within 500 feet of the property line of a preexisting public or private school.
9. Applicant hereby acknowledges it shall enter into, maintain, and abide by the terms of a labor peace agreement, and shall submit to the Commission an attestation by a bona fide labor organization stating that the Applicant meets the requirements of Section 21-28.11-12.2 of the Cannabis Act.
10. Applicant understands that an Adult-Use Cannabis Retail licensee and any interest holders/key persons thereof may not have any material financial interest or control in Licensed Testing Facility or a Licensed Compassion Center and vice versa.
11. Applicant understands that an Adult-Use Cannabis Retail licensee and any interest holders/key persons thereof may not have any material financial interest or control in another Applicant in the same zone and vice versa.
12. Applicant understands that a person shall not be a majority owner in more than one (1) cannabis cultivator, cannabis product manufacturer, cannabis retailer, or compassion center. A person may invest in multiple licensed cannabis establishments provided that the investment does not qualify the person as a controlling person in more than one (1) cannabis establishment.



SIGNATURE FOR AUR FORM 1

The undersigned attests that the Applicant understands and will adhere to all requirements of the Act and the Regulations, including but not limited to those listed above, and that the undersigned has the authority to bind the Applicant to all such requirements.

The undersigned Authorized Signatory of the Applicant hereby acknowledges and agrees that the Applicant has a continuing obligation to disclose any changes to the entirety of this Application for an Adult-Use Cannabis Retail License and shall provide written notice to the Commission within sixty (60) days of any change to the information provided herein, including all Forms, Annexes, Exhibits, Documents and Deliverables submitted in connection with or as part of the application process; each such notice shall include an updated Form, Annex, Exhibit, Document or Deliverable, as the case may be.

Under penalty of perjury, the undersigned hereby declares and verifies that all statements and information contained in this Application including all Forms, Annexes, Exhibits, Documents and Deliverables submitted herewith are complete, true, correct and accurate.

AUTHORIZED SIGNATORY SIGNATURE

SIGNATURE:

Lisa Ann Pontarelli

Print Name: Lisa Ann Pontarelli

Print Title: Managing Member

DATE:

12/17/2025

Ancora Partners LLC d/b/a Flower & Pot

Articles of Organization

Application Section: AUR Form 1

Attached hereto are the Articles of Organization of Ancora Partners LLC d/b/a Flower & Pot, as filed with the Secretary of State of Rhode Island on April 5, 2022.

List of Relevant Interest Holders:

1. Lisa Pontarelli
2. David Rozen
3. Robert Coupe



**State of Rhode Island
Office of the Secretary of State**

Fee: \$150.00

Division Of Business Services
148 W. River Street
Providence RI 02904-2615
(401) 222-3040

**Limited Liability Company
Articles of Organization**

(Chapter 7-16-6 of the General Laws of Rhode Island, 1956, as amended)

ARTICLE I

The name of the limited liability company is: Ancora Partners LLC

ARTICLE II

The street address (post office boxes are not acceptable) of the limited liability company's registered agent in Rhode Island is:

No. and Street:

City or Town:

State: ☐

Zip: ☐

The name of the resident agent at such address is:

DAVID ROZEN

ARTICLE III

Under the terms of these Articles of Organization and any written operating agreement made or intended to be made, the limited liability company is intended to be treated for purposes of federal income taxation as:

Check one box only

☒ a partnership ☐ a corporation ☐ disregarded as an entity separate from its member

ARTICLE IV

The address of its principal office of the limited liability company if it is determined at the time of organization:

No. and Street: 187 SHADOW BROOK DRIVE

City or Town: WARWICK

State: RI Zip: 02886 Country: USA

ARTICLE V

The limited liability company has the purpose of engaging in any lawful business, unless a more limited purpose is set forth in Article VI of these Articles of Organization.

The period of its duration is: ☒ Perpetual ☐

ARTICLE VI

Additional provisions, if any, not inconsistent with law, which members elect to have set forth in these Articles of Organization, including, but not limited to, any limitation of the purposes or any other provision which may be included in an operating agreement:

ARTICLE VII

The limited liability company is to be managed by its ☒ Members or ☐ Managers (check one)

(If managed by Members, go to ARTICLE VIII)

The name and address of each manager (If LLC is managed by Members, DO NOT complete this section):

| Title | Individual Name | Address |
|-------|-----------------------------|---|
| | First, Middle, Last, Suffix | Address, City or Town, State, Zip Code, Country |

ARTICLE VIII

The date these Articles of Organization are to become effective, not prior to, nor more than 90 days after the filing of these Articles of Organization.

Later Effective Date:

This electronic signature of the individual or individuals signing this instrument constitutes the affirmation or acknowledgement of the signatory, under penalties of perjury, that this instrument is that individual's act and deed or the act and deed of the company, and that the facts stated herein are true, as of the date of the electronic filing, in compliance with R.I. Gen. Laws § 7-16.

Signed this 5 Day of April, 2022 at 2:31:56 PM by the Authorized Person.

DAVID ROZEN

Address of Authorized Signer:

[REDACTED]
[REDACTED]

Form No. 400
Revised 09/07

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State of Rhode Island

Department of State | Office of the Secretary of State

Nellie M. Gorbea, *Secretary of State*

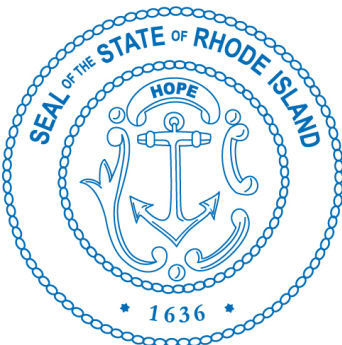
I, NELLIE M. GORBEA, Secretary of State of the State of Rhode Island,
hereby certify that this document, duly executed in accordance with the provisions
of Title 7 of the General Laws of Rhode Island, as amended, has been filed in this

office on this day:

April 05, 2022 02:29 PM

A handwritten signature in blue ink, reading "Nellie M. Gorbea". The signature is fluid and cursive.

Nellie M. Gorbea
Secretary of State



Ancora Partners LLC d/b/a Flower & Pot

Certificate of Good Standing

Application Section: AUR Form 1

Attached hereto is a Certificate of Good Standing from the Rhode Island Secretary of State for Ancora Partners LLC d/b/a Flower & Pot, dated September 17, 2025.

List of Relevant Interest Holders:

1. Lisa Pontarelli
2. David Rozen
3. Robert Coupe



State of Rhode Island
Department of State | Office of the Secretary of State
Gregg M. Amore, Secretary of State

CERTIFICATE OF GOOD STANDING

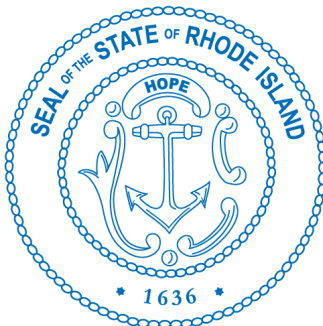
I, Gregg M. Amore, Secretary of State and custodian of the seal and corporate records of the State of Rhode Island, hereby certify that:

Ancora Partners LLC

is a Rhode Island Limited Liability Company organized on **April 05, 2022.**

I further certify that revocation proceedings are not pending; articles of dissolution have not been filed; all annual reports are of record and the company is active and in good standing with this office.

This certificate is not to be considered as a notice of the company's tax status, financial condition or business practices; such information is not available from this office.



SIGNED and SEALED on
September 17, 2025

Secretary of State

Certificate Number: 25090080820

Verify this Certificate at: <http://business.sos.ri.gov/CorpWeb/Certificates/Verify.aspx>

Processed by: lsmith

Ancora Partners LLC d/b/a Flower & Pot

Fictitious Business Name Statement

Application Section: AUR Form 1

Attached hereto is the Fictitious Business Name Statement of Ancora Partners LLC d/b/a Flower & Pot, as filed with the Secretary of State of Rhode Island on April 28, 2023.

List of Relevant Interest Holders:

1. Lisa Pontarelli
2. David Rozen
3. Robert Coupe



**State of Rhode Island
Office of the Secretary of State**

Fee: \$50.00

Division Of Business Services
148 W. River Street
Providence RI 02904-2615
(401) 222-3040

**Domestic Limited Liability Company
Fictitious Business Name Statement**

(Section 7-16-9 of the General Laws of Rhode Island, 1956, as amended)

SECTION I

The legal name of the applicant limited liability company is: Ancora Partners LLC

SECTION II

The fictitious business name to be used is: Flower & Pot

SECTION III

The state or territory under the laws of which it is organized is
State: RI Country: USA

SECTION IV

The date of organization is 04/05/2022

Signed this 28 Day of April, 2023 at 1:38:01 PM. *This electronic signature of the individual or individuals signing this instrument constitutes the affirmation or acknowledgement of the signatory, under penalties of perjury, that this instrument is that individual's act and deed or the act and deed of the company, and that the facts stated herein are true, as of the date of the electronic filing, in compliance with R.I. Gen. Laws § 7-16.*

Ancora Partners LLC

Name of Applicant Limited Liability Company

DAVID ROZEN

Signature of Authorized Person

Form No. 624
Revised 09/07



State of Rhode Island

Department of State | Office of the Secretary of State

Gregg M. Amore, *Secretary of State*

I, GREGG M. AMORE, Secretary of State of the State of Rhode Island,
hereby certify that this document, duly executed in accordance with the provisions
of Title 7 of the General Laws of Rhode Island, as amended, has been filed in this

office on this day:

April 28, 2023 01:36 PM

A handwritten signature in black ink, reading "Gregg M. Amore". The signature is written in a cursive style.

Gregg M. Amore
Secretary of State





AUR FORM 2 – Disclosure of Owners and Other Interest Holders

Name of Applicant: Ancora Partners LLC d/b/a Flower & Pot

Section I: Owners and Other Interest Holders

List (A.) all persons and/or entities with any ownership interest with respect to applicant, **and** (B.) all officers, directors, members, managers or agents of applicant, **and** (C.) all persons or entities with managing or operational control with respect to applicant, its operations, the license and/or licensed facilities whether they have an ownership interest or not, **and** (D.) all investors or other persons or entities with any financial interest whether they have ownership interest or not, **and** (E.) all persons or entities that hold interest(s) arising under shared management companies, management agreements, or other agreements that afford third-party management or operational control with respect to applicant, its operations, the license and/or the licensed facilities (all persons and entities described in (A)-(E) being hereinafter individually referred to as an “Interest Holder” and collectively referred to as “Interest Holders”).

To the extent that any Interest Holder is an entity (corporation, partnership, LLC, *etc.*), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level. Attach a separate sheet(s) if necessary.

A. LIST ALL PERSONS AND/OR ENTITIES WITH ANY OWNERSHIP INTEREST IN APPLICANT (including corporation stockholders, LLC members, and partners if a partnership; this includes parent companies if applicant is a subsidiary of another entity).

To the extent that any Interest Holder is an entity (corporation, partnership, LLC, *etc.*), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level.

| | | | | | |
|---|--|---|---------------------|-------------------|--|
| Name of person or entity Lisa Ann Pontarelli | | SSN/FEIN [REDACTED] | | DOB [REDACTED] | Email Address lisapontarelli@yahoo.com |
| Address (residence if person; business address if entity) [REDACTED] | | City [REDACTED] | State [REDACTED] | ZIP [REDACTED] | Phone Number 401-241-9616 |
| Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title Ancora Partners LLC ; Role/Title: Managing Member | | Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.) [REDACTED] | | | Ownership interest in applicant . [REDACTED] |
| Name of person or entity David Rozen | | SSN/FEIN [REDACTED] | | DOB [REDACTED] | Email Address david@ancoraadvisors.net |
| Address (residence if person; business address if entity) [REDACTED] | | City [REDACTED] | State [REDACTED] | ZIP [REDACTED] | Phone Number 401-714-5362 |
| Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title Ancora Partners LLC ; Role/Title: Member and Capital Contributor | | Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.) [REDACTED] | | | Ownership interest in applicant . [REDACTED] |

| | | | | | |
|---|--|---|---------------------|-------------------|--|
| Name of person or entity Robert Coupe | | SSN/FEIN [REDACTED] | | DOB [REDACTED] | Email Address robertcoupe@gmail.com |
| Address (residence if person; business address if entity) [REDACTED] | | City [REDACTED] | State [REDACTED] | ZIP [REDACTED] | Phone Number 617-461-8114 |
| Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title Ancora Partners LLC ; Role/Title: Member | | Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.) [REDACTED] | | | Ownership interest in applicant [REDACTED] |
| Name of person or entity | | SSN/FEIN | | DOB | Email Address |
| Address (residence if person; business address if entity) | | City | State | ZIP | Phone Number |
| Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title | | Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.) | | | Ownership interest in applicant |
| Name of person or entity | | SSN/FEIN | | DOB | Email Address |
| Address (residence if person; business address if entity) | | City | State | ZIP | Phone Number |
| Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title | | Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.) | | | Ownership interest in applicant |
| Name of person or entity | | SSN/FEIN | | DOB | Email Address |
| Address (residence if person; business address if entity) | | City | State | ZIP | Phone Number |
| Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title | | Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.) | | | Ownership interest in applicant |
| Name of person or entity | | SSN/FEIN | | DOB | Email Address |
| Address (residence if person; business address if entity) | | City | State | ZIP | Phone Number |
| Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title | | Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.) | | | Ownership interest in applicant |

B. LIST ALL OFFICERS, DIRECTORS, MANAGERS, MEMBERS OR AGENTS OF APPLICANT AND ANY OTHER ENTITIES DESCRIBED IN SECTION A.

| | | | | |
|---|--|---|---------------------|--|
| To the extent that any such Interest Holder is an entity (corporation, partnership, LLC, etc.), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level | | | | |
| Name of person or entity Lisa Ann Pontarelli | | SSN/FEIN [REDACTED] | | DOB [REDACTED] Email Lisapontarelli@yahoo.com |
| Address (residence if person; business address if entity) [REDACTED] | | City [REDACTED] | State [REDACTED] | ZIP [REDACTED] Phone Number 401-241-9616 |
| Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) Ancora Partners LLC | | List your title or role, with respect to the entity listed in the preceding box. Managing Member | | List your title or role, if any, with respect to the Applicant Managing Member |
| Name of person or entity | | SSN/FEIN | | DOB Email |
| Address (residence if person; business address if entity) | | City | State | ZIP Phone Number |
| Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) | | List your title or role, with respect to the entity listed in the preceding box. | | List your title or role, if any, with respect to the Applicant |
| Name of person or entity | | SSN/FEIN | | DOB Email |
| Address (residence if person; business address if entity) | | City | State | ZIP Phone Number |
| Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) | | List your title or role, with respect to the entity listed in the preceding box. | | List your title or role, if any, with respect to the Applicant |
| Name of person or entity | | SSN/FEIN | | DOB Email |
| Address (residence if person; business address if entity) | | City | State | ZIP Phone Number |
| Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) | | List your title or role, with respect to the entity listed in the preceding box. | | List your title or role, if any, with respect to the Applicant |
| Name of person or entity | | SSN/FEIN | | DOB Email |
| Address (residence if person; business address if entity) | | City | State | ZIP Phone Number |
| Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) | | List your title or role, with respect to the entity listed in the preceding box. | | List your title or role, if any, with respect to the Applicant |
| Name of person or entity | | SSN/FEIN | | DOB Email |
| Address (residence if person; business address if entity) | | City | State | ZIP Phone Number |
| Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) | | List your title or role, with respect to the entity listed in the preceding box. | | List your title or role, if any, with respect to the Applicant |

C. LIST ALL PERSONS OR ENTITIES WHO HAVE MANAGING OR OPERATIONAL CONTROL WITH RESPECT TO APPLICANT, ANY OTHER ENTITIES DESCRIBED IN SECTIONS A OR B, ITS OPERATIONS, THE LICENSE, AND/OR LICENSED FACILITIES (WHETHER THEY HAVE AN OWNERSHIP INTEREST OR NOT).

To the extent that any such Interest Holder is an entity (corporation, partnership, LLC, etc.), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level.

| | | | | | |
|--|--|------------------------|---|-------------------|-----------------------------------|
| Name of person or entity Lisa Ann Pontarelli | | SSN/FEIN [REDACTED] | | DOB [REDACTED] | Email lisapontarelli@yahoo.com |
| Address (residence if person; business address if entity) [REDACTED] | | City [REDACTED] | State [REDACTED] | ZIP [REDACTED] | Phone Number 401-241-9616 |
| Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) Ancora Partners LLC | | | List your title or role, if any, with respect to the entity listed in the preceding box. Managing Member | | |
| Name of person or entity | | SSN/FEIN | | DOB | Email |
| Address (residence if person; business address if entity) | | City | State | ZIP | Phone Number |
| Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) | | | List your title or role, if any, with respect to the entity listed in the preceding box. | | |
| Name of person or entity | | SSN/FEIN | | DOB | Email |
| Address (residence if person; business address if entity) | | City | State | ZIP | Phone Number |
| Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) | | | List your title or role, if any, with respect to the entity listed in the preceding box. | | |
| Name of person or entity | | SSN/FEIN | | DOB | Email |
| Address (residence if person; business address if entity) | | City | State | ZIP | Phone Number |
| Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) | | | List your title or role, if any, with respect to the entity listed in the preceding box. | | |
| Name of person or entity | | SSN/FEIN | | DOB | Email |
| Address (residence if person; business address if entity) | | City | State | ZIP | Phone Number |
| Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) | | | List your title or role, if any, with respect to the entity listed in the preceding box. | | |
| Name of person or entity | | SSN/FEIN | | DOB | Email |
| Address (residence if person; business address if entity) | | City | State | ZIP | Phone Number |
| Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) | | | List your title or role, if any, with respect to the entity listed in the preceding box. | | |

| | |
|---|--|
| Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) | List your title or role, if any, with respect to the entity listed in the preceding box. |
|---|--|

D. LIST ALL INVESTORS OR OTHER PERSONS OR ENTITIES WHO HAVE ANY FINANCIAL INTEREST WITH RESPECT TO APPLICANT, ANY OTHER ENTITIES DESCRIBED IN SECTIONS A, B OR C, ITS OPERATIONS, THE LICENSE, AND/OR LICENSED FACILITIES (WHETHER THEY HAVE AN OWNERSHIP INTEREST OR NOT).

To the extent that any such Interest Holder is an entity (corporation, partnership, LLC, *etc.*), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level.

| | | | | | |
|--|--|--|---------------------|-------------------|---|
| Name of person or entity David Rozen | | SSN/FEIN [REDACTED] | | DOB [REDACTED] | Email david@ancoraadvisors.net |
| Address (residence if person; business address if entity) [REDACTED] | | City [REDACTED] | State [REDACTED] | ZIP [REDACTED] | Phone Number 401-714-5362 |
| Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) Ancora Partners LLC | | Describe the financial interest in entity listed in preceding box Lender/Capital Contributor (and Member) | | | Describe the financial interest in <u>Applicant</u> , if different N/A |
| Name of person or entity | | SSN/FEIN | | DOB | Email |
| Address (residence if person; business address if entity) | | City | State | ZIP | Phone Number |
| Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) | | Describe the financial interest in entity listed in preceding box | | | Describe the financial interest in <u>Applicant</u> , if different |
| Name of person or entity | | SSN/FEIN | | DOB | Email |
| Address (residence if person; business address if entity) | | City | State | ZIP | Phone Number |
| Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) | | Describe the financial interest in entity listed in preceding box | | | Describe the financial interest in <u>Applicant</u> , if different |
| Name of person or entity | | SSN/FEIN | | DOB | Email |
| Address (residence if person; business address if entity) | | City | State | ZIP | Phone Number |
| Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) | | Describe the financial interest in entity listed in preceding box | | | Describe the financial interest in <u>Applicant</u> , if different |
| Name of person or entity | | SSN/FEIN | | DOB | Email |
| Address (residence if person; business address if entity) | | City | State | ZIP | Phone Number |

| | | | | | |
|---|------|---|-----|--|-------|
| Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) | | Describe the financial interest in entity listed in preceding box | | Describe the financial interest in Applicant , if different | |
| Name of person or entity | | SSN/FEIN | | DOB | Email |
| Address (residence if person; business address if entity) | City | State | ZIP | Phone Number | |
| Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) | | Describe the financial interest in entity listed in preceding box | | Describe the financial interest in Applicant , if different | |

E. LIST ALL PERSONS OR ENTITIES THAT HOLD INTEREST(S) ARISING UNDER SHARED MANAGEMENT COMPANIES, MANAGEMENT AGREEMENTS, OR OTHER AGREEMENTS THAT AFFORD THIRD-PARTY MANAGEMENT OR OPERATIONAL CONTROL WITH RESPECT TO APPLICANT, ITS OPERATIONS, THE LICENSE AND/OR THE LICENSED FACILITIES.

To the extent that any such Interest Holder is an entity (corporation, partnership, LLC, *etc.*), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level.

| | | | | | |
|---|--|----------|---|-----|--------------|
| Name of person or entity None | | SSN/FEIN | | DOB | Email |
| Address (residence if person; business address if entity) | | City | State | ZIP | Phone Number |
| Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) | | | Describe the management or operational role or interest | | |
| Name of person or entity | | SSN/FEIN | | DOB | Email |
| Address (residence if person; business address if entity) | | City | State | ZIP | Phone Number |
| Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) | | | Describe the management or operational role or interest | | |
| Name of person or entity | | SSN/FEIN | | DOB | Email |
| Address (residence if person; business address if entity) | | City | State | ZIP | Phone Number |
| Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) | | | Describe the management or operational role or interest | | |
| Name of person or entity | | SSN/FEIN | | DOB | Email |
| Address (residence if person; business address if entity) | | City | State | ZIP | Phone Number |
| Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) | | | Describe the management or operational role or interest | | |
| Name of person or entity | | SSN/FEIN | | DOB | Email |
| Address (residence if person; business address if entity) | | City | State | ZIP | Phone Number |
| Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) | | | Describe the management or operational role or interest | | |
| Name of person or entity | | SSN/FEIN | | DOB | Email |



| | | | | | |
|---|--|----------|---|-----|--------------|
| Address (residence if person; business address if entity) | | City | State | ZIP | Phone Number |
| Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) | | | Describe the management or operational role or interest | | |
| Name of person or entity | | SSN/FEIN | | DOB | Email |
| Address (residence if person; business address if entity) | | City | State | ZIP | Phone Number |
| Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) | | | Describe the management or operational role or interest | | |

Section II: Who, besides the owners and other Interest Holders listed in this Form 2 (including persons, firms, partnerships, corporations, limited liability companies, trusts), will loan, give, or otherwise provide money, property interests, equipment, inventory, furniture, licensing or other proprietary rights to or for use in this business, or hold a security interest therein; or who will receive money, profits, proprietary rights or other interests from this business. Attach a separate sheet if necessary. If any such person is an entity, list all persons with any ownership in or control of that entity.

| Name of person or entity | Address | Date of Birth | SSN/FEIN | Email Address | Phone Number | Interest, including dollar value |
|--------------------------|---------|---------------|----------|---------------|--------------|----------------------------------|
| None | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Section III: List any persons (including, but not limited to, individuals, firms, partnerships, corporations, limited liability companies, trusts) that have entered into any contingent agreement to become an Interest Holder in the Applicant, i.e. an agreement that is not yet effective. This includes, but is not limited to, any agreement that is contingent upon licensure, Commission approval, or any other condition, as well as any agreement that has an effective date after the expected date of licensure. Attach a separate sheet if necessary. If any such person is an entity, list all persons with any ownership in or control of that entity.

| Name of person or entity | Address | Date of Birth | SSN/FEIN | Email Address | Phone Number | Describe the Interest |
|--------------------------|---------|---------------|----------|---------------|--------------|-----------------------|
| None | | | | | | |
| | | | | | | |
| | | | | | | |

Section IV:

- A. Attach all organizational, governance documents, corporate bylaws, contractual agreements or similar that evidence the relationship between the Interest Holders listed above and the Applicant.
- B. Attach an organizational chart that clearly depicts all Interest Holders identified in this Form 2.
- C. Attach a list of all Interest Holders identified in Section I(A) and I(D) of Form 2 that are individual persons and include the effective ownership percentage and dollar amount of each Interest Holder's interest with respect to Applicant, its operations, the license and/or licensed facilities. List them in order of their effective ownership percentage.
- D. Attach a list of all Interest Holders identified in Section I(A), I(B), I(C) and I(E) of Form 2 and include the dollar amount of annual compensation/remuneration paid/to be paid to such Interest Holders with respect to Applicant, its operations, the license and/or licensed facilities for the last five years.



CERTIFICATION AS TO AUR FORM 2

The undersigned duly authorized signatory of Applicant, in his/her capacity as such, for and on behalf of Applicant, after due inquiry, hereby certifies to the Cannabis Control Commission (the "Commission") that it/he/she has disclosed to the Commission in this Form 2:

(A) With respect to Applicant, all persons and entities that:

- (i) Are owners, members, officers, directors, managers, or agents of Applicant; and
- (ii) Have/will have managing or operational control with respect to Applicant/Licensee, its operations, the license and/or licensed facilities whether they have an ownership interest or not; and
- (iii) Are investors or have any other financial interest therein; and
- (iv) Hold interest(s) arising under shared management companies, management agreements, or other agreements that afford third-party management or operational control with respect to Applicant, its operations, the proposed license, and/or the licensed facilities (any person or entity in the foregoing (i), (ii) and (iii) being herein individually referred to as an "interest holder" and all such persons and entities in the foregoing (i), (ii), (iii), and (iv) being collectively referred to as the "interest holders"); and

(B) To the extent that any interest holder described in (A) above is an entity, all interest holders in that entity until all such interest holders are identified and disclosed down to the individual person level.

The undersigned hereby acknowledges and agrees that Applicant has a continuing obligation to disclose any proposed changes and shall provide written notice to the Commission at least sixty (60) days prior to any change of the persons/entities/interest holders described and the certifications made in this Form 2 and that each such notice shall include an updated Form 2.

Under penalty of perjury, I hereby declare and verify that all statements on and information submitted with this Form 2 are complete, true, correct, and accurate.



Signature of Authorized Signatory

12/17/2025

Date

Lisa Ann Pontarelli

Printed Name

Print Title: Managing Member

Print Name of Applicant: Ancora Partners LLC d/b/a Flower & Pot

Ancora Partners LLC d/b/a Flower & Pot

Articles of Organization

Application Section: AUR Form 2, Section IV(A)

Attached hereto are the Articles of Organization of Ancora Partners LLC d/b/a Flower & Pot, as filed with the Secretary of State of Rhode Island on April 5, 2022.

List of Relevant Interest Holders:

1. Lisa Pontarelli
2. David Rozen
3. Robert Coupe



**State of Rhode Island
Office of the Secretary of State**

Fee: \$150.00

Division Of Business Services
148 W. River Street
Providence RI 02904-2615
(401) 222-3040

**Limited Liability Company
Articles of Organization**

(Chapter 7-16-6 of the General Laws of Rhode Island, 1956, as amended)

ARTICLE I

The name of the limited liability company is: Ancora Partners LLC

ARTICLE II

The street address (post office boxes are not acceptable) of the limited liability company's registered agent in Rhode Island is:

No. and Street:

City or Town:

State: ☐

Zip: ☐

The name of the resident agent at such address is:

DAVID ROZEN

ARTICLE III

Under the terms of these Articles of Organization and any written operating agreement made or intended to be made, the limited liability company is intended to be treated for purposes of federal income taxation as:

Check one box only

☒ a partnership ☐ a corporation ☐ disregarded as an entity separate from its member

ARTICLE IV

The address of its principal office of the limited liability company if it is determined at the time of organization:

No. and Street: 187 SHADOW BROOK DRIVE

City or Town: WARWICK

State: RI Zip: 02886 Country: USA

ARTICLE V

The limited liability company has the purpose of engaging in any lawful business, unless a more limited purpose is set forth in Article VI of these Articles of Organization.

The period of its duration is: ☒ Perpetual ☐

ARTICLE VI

Additional provisions, if any, not inconsistent with law, which members elect to have set forth in these Articles of Organization, including, but not limited to, any limitation of the purposes or any other provision which may be included in an operating agreement:

ARTICLE VII

The limited liability company is to be managed by its ☒ Members or ☐ Managers (check one)

(If managed by Members, go to ARTICLE VIII)

The name and address of each manager (If LLC is managed by Members, DO NOT complete this section):

| Title | Individual Name | Address |
|-------|-----------------------------|---|
| | First, Middle, Last, Suffix | Address, City or Town, State, Zip Code, Country |

ARTICLE VIII

The date these Articles of Organization are to become effective, not prior to, nor more than 90 days after the filing of these Articles of Organization.

Later Effective Date:

This electronic signature of the individual or individuals signing this instrument constitutes the affirmation or acknowledgement of the signatory, under penalties of perjury, that this instrument is that individual's act and deed or the act and deed of the company, and that the facts stated herein are true, as of the date of the electronic filing, in compliance with R.I. Gen. Laws § 7-16.

Signed this 5 Day of April, 2022 at 2:31:56 PM by the Authorized Person.

DAVID ROZEN

Address of Authorized Signer:

[REDACTED]
[REDACTED]

Form No. 400
Revised 09/07

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State of Rhode Island

Department of State | Office of the Secretary of State

Nellie M. Gorbea, *Secretary of State*

I, NELLIE M. GORBEA, Secretary of State of the State of Rhode Island,

hereby certify that this document, duly executed in accordance with the provisions

of Title 7 of the General Laws of Rhode Island, as amended, has been filed in this

office on this day:

April 05, 2022 02:29 PM

A handwritten signature in blue ink, reading "Nellie M. Gorbea". The signature is fluid and cursive.

Nellie M. Gorbea
Secretary of State



Ancora Partners LLC d/b/a Flower & Pot

Operating Agreement

Application Section: AUR Form 2, Section IV(A)

Attached hereto is the Operating Agreement of Ancora Partners LLC d/b/a Flower & Pot, as entered into and effective on November 21, 2025.

List of Relevant Interest Holders:

1. Lisa Pontarelli
2. David Rozen
3. Robert Coupe

**OPERATING AGREEMENT OF ANCORA PARTNERS LLC
A RHODE ISLAND LIMITED LIABILITY COMPANY**

This Operating Agreement (this "Agreement") of Ancora Partners LLC (the "Company"), a Rhode Island limited liability company, is entered into and effective as of November 21, 2025, by and among Lisa Pontarelli, David Rozen, and Robert Coupe (each a "Member" and collectively the "Members").

R E C I T A L S

WHEREAS, the Members have formed the Company under the Rhode Island Limited Liability Company Act for the principal purpose of applying for and operating an adult-use cannabis retail dispensary as a social equity applicant under the Rhode Island Cannabis Act; and

WHEREAS, Lisa Pontarelli qualifies for social equity applicant status and will maintain majority ownership and full managerial control as required by R.I. Gen. Laws § 21-28.11-3(35) and 560-RICR-10-10-1;

NOW, THEREFORE, the parties agree as follows:

SECTION 1: DEFINITIONS

1.1 "Agreement" means this Limited Liability Company Operating Agreement, as amended.

1.2 "Articles of Organization" means the articles of organization which were filed with the Secretary of State of the State of Rhode Island for the purpose of forming this Company.

1.3 "Business" means the assets of Ancora Partners LLC, along with any other assets owned by the Company.

1.4 "Code" means the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder. Any reference to a Section of the Code or a Treasury Regulation that is subsequently amended, modified, rectified or otherwise superseded shall be deemed to be a reference to the superseding Section(s) or Treasury Regulation(s) to the greatest extent possible so as to achieve the result originally intended, if possible, under this Agreement.

1.5 "Capital Account" means the amount of a Member's Capital Contribution, as adjusted, including but not limited to increases due to profits or additional contributions and decreases due to losses and distributions.

1.6 "Capital Contribution" means any contribution of value, including but not limited to cash, property, assets, etc., by a Member to the capital of the Company.

1.7 "Financial Interest" means a Member's right to share in the profits, losses, incomes, expenses, or other monetary items and to receive distributions and allocations from the Company.

1.8 "Company" means Ancora Partners LLC, a Rhode Island Limited Liability Company under the laws of the State of Rhode Island.

1.9 "Membership Interest" or "Interest" means an ownership interest in the Company, which includes the Financial Interest, the right to vote, the right to participate in management, and the right to obtain information concerning the Company and any other rights granted to a Member under the Articles of Organization or this Agreement.

1.10 "Managing Member" means the person(s) elected, appointed, or otherwise designated in accordance with this Agreement to manage and operate the Company.

1.11 "Member" means any person or entity who owns any interest in this Company.

1.12 "Property" means any and all assets, in whole or in part, of the Company, both tangible and intangible.

1.13 "Act" means the Rhode Island Limited Liability Company Act, R.I. Gen. Laws § 7-16-1 et seq., as amended.

1.14 "Distributable Cash Flow" means net cash from operations after payment of expenses, debts, and reserves as determined by the Members.

SECTION 2: FORMATION

2.1 Formation of the Company. The Members have agreed to form the Company pursuant to the laws of the State of Rhode Island by filing the Articles of Organization with the Secretary of State on April 5, 2022.

2.2 Name. The name of the Company is "Ancora Partners LLC". The Company may conduct business under the trade name or "doing business as" (DBA) "Flower & Pot" for its cannabis dispensary operations, as filed on April 28, 2023. The Members shall operate the business of the Company under such name or use such other names as the Members deem necessary provided that such names do not violate the Act.

2.3 Principal Office. The Company's principal place of business will be located at 187 Shadow Brook Drive, Warwick RI 02886 or any other location mutually agreed upon by the Members. If the principal office is located outside the state of organization, and the Company has one or more business offices in the state of organization, the Members shall fix and designate a principal business office in the state of organization. Branch or subordinate offices may be established at any time and at any place as the Members may determine.

2.4 Term. The Company shall continue to exist until terminated or dissolved in accordance with its Articles of Organization or this Agreement.

2.5 Business Purpose. The purpose of the Company is to engage in the operation of a licensed cannabis dispensary in accordance with all applicable Rhode Island state laws and regulations governing cannabis, including but not limited to the Rhode Island Cannabis Act (R.I. Gen. Laws § 21-28.11-1 et seq.) and regulations promulgated by the Rhode Island Cannabis Control Commission, and to engage in any other lawful activities related thereto or permitted under the Act.

2.6 Registered Agent. The Company's registered agent will be David Rozen or any other person or entity with an office in the state of organization as determined by the Members.

2.7 Registered Office. The Company's registered office will be the office of the registered agent located at [REDACTED] or any other location within the state of organization as determined by the Members.

2.8 Regulatory Compliance. The Company and all Members shall at all times comply with all applicable Rhode Island state laws and regulations pertaining to cannabis operations, including but not limited to licensing requirements, product testing, packaging, labeling, advertising, record-keeping, security, and reporting obligations. Any violation of such laws by a Member shall constitute a material breach of this Agreement. The Members acknowledge that the Company's cannabis license is tied to the specific ownership structure and individuals identified herein, and any changes in ownership or control must obtain prior approval from the Rhode Island Cannabis Control Commission or other relevant regulatory authorities to avoid invalidation of the license.

SECTION 3: MEMBERSHIP

3.1 Capital Contributions and Membership Interests. The Members have made or shall make Capital Contributions in amounts reflected in the Company's books and records. The Membership Interests and ownership percentages are:

| Member | Ownership / Membership Interest | Financial Interest |
|-----------------|---------------------------------|--------------------|
| Lisa Pontarelli | [REDACTED] | [REDACTED] |
| David Rozen | [REDACTED] | [REDACTED] |
| Robert Coupe | [REDACTED] | [REDACTED] |

These percentages constitute each Member's voting rights, share of capital, and all other rights under this Agreement except as expressly modified by the preferential distribution in Section 6.4.

3.2 Additional Members. Additional persons or entities may be admitted to the Company as Members, and Membership Interests may be issued to those additional Members, if all of the current Members consent to the admission of the additional Members on such terms and conditions as determined by all of the Members and in accordance with the Articles of Organization and this Agreement, including compliance with applicable cannabis regulatory requirements, such as approval by the Rhode Island Cannabis Control Commission. All new Members must sign a copy of this Agreement and agree to be bound by the terms of this Agreement.

3.3 Liability to Third Parties. No Member shall be liable for the debts, obligations or liabilities of the Company to a third party unless the Member agrees in writing to be liable.

3.4 Authority. No Member has the authority or power to act for or on behalf of, to bind, or to incur any liability on behalf of the Company except as provided in this Agreement.

3.5 Withdrawal. No Member has the right to withdraw from the Company as a Member except as provided in this Agreement. However, a Member has the power to withdraw, but such withdrawal shall be deemed a breach of this Agreement. If a Member does exercise such power of withdrawal in breach of this Agreement, the Member shall be liable to the Company and the other Members for all monetary damages as a result of the breach, including but not limited to direct, indirect, incidental, and consequential damages. The Company and the other Members shall not have the right to prevent the withdrawing Member from withdrawing through the use of an injunction or otherwise.

3.6 Compensation. No Member shall receive compensation for services rendered to the Company except as expressly permitted by this Agreement or any other written agreement. The Company shall reimburse Members for any expense paid by them that is properly an expense of the Company.

SECTION 4: MANAGEMENT

4.1 Management by Managing Member. The business and affairs of the Company shall be managed exclusively by the Managing Member. **Lisa Pontarelli is hereby designated as the sole Managing Member of the Company.** The Managing Member shall have exclusive authority to make all decisions, including but not limited to licensing, regulatory compliance, day-to-day operations, contracts, banking, hiring, and all matters related to the Company's adult-use cannabis retail license with the Rhode Island Cannabis Control Commission. No other Member may bind or act on behalf of the Company without the Managing Member's prior written consent. The Managing Member may only be removed by a vote of Members holding at least 100% of the Membership Interests and only if a replacement Managing Member who qualifies as a social equity applicant under Rhode Island law is simultaneously appointed.

SECTION 5: CAPITAL ACCOUNTS

5.1 Initial Contributions. The initial Members shall contribute to the Company the following Capital Contributions and shall receive the following Membership Interests:

| <u>Name</u> | <u>Contribution</u> | <u>Membership Interest</u> |
|-----------------|--|----------------------------|
| Lisa Pontarelli | ██████████ | ██████████ |
| David Rozen | ██████████ (approximate, plus funding for build-out) | ██████████ |
| Robert Coupe | ██████████ | ██████████ |

David Rozen has committed to funding the build-out of the dispensary property if a cannabis license is granted, and such additional amounts shall be treated as further capital contributions.

5.2 Additional Contributions. Except as specifically set forth in this Agreement, no Member shall be required to make any additional Capital Contributions. Additional capital contributions may be required only upon approval as a Major Decision.

5.3 Failure to Contribute. If a Member fails to timely provide a required Capital Contribution, the Company may take such action as it deems necessary and appropriate including but not limited to instituting a court proceeding to obtain payment, canceling the Member's Membership Interest, or exercising any other right or remedy available at law or equity.

5.4 Capital Accounts. A Capital Account shall be established and maintained for each Member. Each Member's Capital Account will be accounted for separately and will be maintained in accordance with generally accepted accounting principles. However, a Member who has more than one Membership Interest shall have only one Capital Account that reflects all of that Member's Membership Interests. If a Member validly transfers his or her Membership Interest, the Capital Account of the transferring Member shall carry over to the transferee Member in accordance with the Code.

5.5 Adjustments to Capital Accounts. Each Member's Capital Account shall be adjusted as follows:

(a) Increases. Each Member's Capital Account shall be increased by: (1) capital contributions of cash and/or property at its agreed upon fair market value; and (2) all items of Company income and gain (including income and gain exempt from tax).

(b) Decreases. Each Member's Capital Account shall be decreased by: (1) distributions of cash and/or property at its agreed upon fair market value; and (2) all items of Company deduction and loss (including deductions and loss exempt from tax).

5.6 Advances by Members. Members may, at any time, advance moneys to the Company. An advance is a loan from the Member to the Company and shall bear interest at the prevailing interest rate. An advance is not a Capital Contribution.

5.7 Preemptive Rights. Each Member of the Company shall be entitled to full preemptive or preferential rights, as such rights are defined by law, to subscribe for or purchase his or her proportional part of any additional or future Membership Interests which may be issued by the Company.

5.8 Return of Capital. No Member shall have the right to withdraw or obtain a return of his or her capital contribution except as provided in this Agreement. The return of a Member's capital contribution may not be withdrawn in the form of property other than cash except as provided in this Agreement.

SECTION 6: ALLOCATIONS AND DISTRIBUTIONS

6.1 Determination of Profits and Losses. Profits and losses shall mean net income and net loss as determined by the books and records of the Company which shall be kept in accordance with generally accepted accounting principles and the Code.

6.2 Allocations. Except as provided in the Code, all items of income, revenues, deductions, gain, and loss shall be allocated pro-rata in accordance with a Member's Membership Interests, subject to the special allocations required under Code Section 704 and considering the limitations of IRC Section 280E (which disallows certain deductions for cannabis businesses).

6.3 Qualified Income Offset. Notwithstanding the above, if a Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) or any amendment thereto, or receives an allocation of loss which produces a negative capital account for any Member while any other Member has a positive capital account, then items of Company income shall be specially allocated to such Member such that the deficit Capital Account is eliminated. This paragraph is intended to constitute a "qualified income offset" within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(d).

6.4 Minimum Gain Chargeback. Notwithstanding the above, if there is a net decrease in Company "minimum gain" during a taxable year, each Member shall be specially allocated, before any other allocation, items of income and gain for such taxable year (and, if necessary, subsequent years) in proportion to each Member's share of the net decrease in Company "minimum gain" as determined in accordance with Treasury Regulation Section 1.704-2(g)(2). This paragraph is intended to comply with the "minimum gain chargeback" provisions of Treasury Regulation Section 1.704-2(f).

6.5 Section 704(c) Allocation. Notwithstanding the above, to the extent that Code Section 704(c) is applicable to any item of income, gain, loss, and deduction with respect to any property (other than cash) that has been contributed by a Member and which is required to be allocated to such Member for income tax purposes, the item shall be allocated to such Member in accordance with Code Section 704(c).

6.6 Distributions of Distributable Cash Flow. Distributable Cash Flow (as defined in Section 1.14) shall be distributed at least quarterly (or more frequently as the Managing Member determines) to the Members pro rata according to their Ownership Percentages in §3.1, after full repayment of any outstanding loans to the Company.

6.7 Tax Distributions. To the extent cash is available, the Company shall make distributions to cover each Member's estimated tax liabilities attributable to allocations of Company income, calculated at the highest applicable federal and state tax rates, considering IRC Section 280E.

SECTION 7: MANAGEMENT

7.1 Place of Meeting. Meetings of Members shall be held at any place within the United States designated by the Members and stated in the notice of the meeting. If no place is so specified, Members' meetings shall be held at the Company's principal office.

7.2 Annual Meeting. An annual meeting of Members shall be held on the first Monday in January of each year at 1112 Reservoir Ave, Cranston RI 02920 provided, however, that should such day fall upon a legal holiday, then the annual meeting of Members shall be held at the same time and place on the next day thereafter which is a full business day. At the annual meeting, any proper business may be transacted.

7.3 Special Meetings. A special meeting of the Members may be called at any time by one or more Members holding Interests which, in the aggregate, constitute not less than 10 percent of the Membership Interests. A request for a special meeting of the Members shall be in writing, specifying the time and place of the meeting and the general nature of the business proposed to be transacted. The notice shall be delivered in accordance with paragraphs 6.4 and 6.5 below.

7.4 Notice of Members' Meetings. All notices of meetings of Members shall be sent or otherwise given in accordance with paragraph 6.5 below and not less than ten nor more than sixty days before the date of the meeting being noticed. The notice shall specify the place, date, and hour of the meeting and (i) in the case of a special meeting, the general nature of the business to be transacted, or (ii) in the case of the annual meeting, those matters which are intended to be presented for action by the Members. If a proposal contains (i) a contract or transaction in which a Member has a direct or indirect Financial Interest, (ii) an amendment of the Articles of Organization, (iii) a reorganization of the Company, or (iv) a voluntary dissolution of the Company, the notice shall state the general nature of such proposal.

7.5 Manner of Giving Notice; Affidavit of Notice. Notice of any meeting of Members shall be given either personally, by first class mail, facsimile, telegraphic, or other written communication, charges prepaid, addressed to each Member at the address of each Member appearing on the books of the Company or more recently given by the Member to the Company for the purpose of notice. Notice shall be deemed to have been given at the time when delivered personally, deposited in the mail, or sent by facsimile, telegram, or other means of written communication. If any notice addressed to a Member at the address of such Member appearing on the books of the Company is returned to the Company by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice to the Member at such address, all future notices or reports shall be deemed to have been duly given without further mailing if the same shall be available to the Member upon written demand of the Member at the principal office of the Company for a period of one-year from the date of the giving of such notice. An affidavit of the mailing or other means of giving any notice of any Members' meeting shall be executed by the Member giving such notice, and shall be filed and maintained in the books and records of the Company.

7.6 Conduct of Meetings. All meetings of the Members shall be presided over by the chairman of the meeting who shall be designated by a majority of the Members at the meeting. The chairman of the meeting shall determine the order of business and the procedures to be followed at the meeting.

7.7 Quorum. The presence, in person or by proxy, of the holder(s) of an aggregate of a majority or more of the Membership Interests shall constitute a quorum at all meetings of the Members for the transaction of business.

7.8 Voting. Each Member shall have a number of votes equal to the percentage Membership Interest held by such Member. However, if a Member is not entitled to vote on a specific matter, then such Member's number of votes and Membership Interest shall not be considered for purposes of determining whether a quorum is present, or whether approval by vote of the Members has been obtained, with respect to such specific matter. A majority of the Membership Interests shall be required to approve any action, unless a greater or lesser vote is required pursuant to this Agreement or by the Act.

7.9 Adjourned Meeting and Notice Thereof. Any Members' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the Membership Interests represented at such meeting, either in person or by proxy, but in the absence of a quorum, no other business may be transacted at such meeting. When any meeting of Members, either annual or special, is adjourned to another time and place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken, unless a new record date for the adjourned meeting is fixed, or unless the adjournment is for more than five days from the date set for the original meeting, in which case the Members shall set a new record date. Notice of any such adjourned meeting, if required, shall be given to each Member entitled to vote at the adjourned meeting in accordance with paragraphs 6.4 and 6.5 above. At any adjourned meeting, the Company may transact any business which might have been transacted at the original meeting.

7.10 Waiver of Notice or Consent by Absent Members. The transactions of any meeting of Members, either annual or special, however called and noticed, and whenever held, shall be as valid as if it had occurred at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each person entitled to vote but not present in person or by proxy, signs a written waiver of notice, a consent to the holding of the meeting, or an approval of the minutes thereof. The waiver of notice or consent shall state either the business to be transacted or the purpose of any annual or special meeting of Members. All such waivers, consents and approvals shall be filed with the Company's books and records. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, unless such person objects at the beginning of the meeting.

7.11 Member Action by Written Consent without a Meeting. Any action which may be taken at any annual or special meeting of Members may be taken without a meeting and without prior notice, if consent in writing, setting forth the action so taken, are signed by Members holding Membership Interests representing the aggregate number of votes equal to or greater than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Membership Interests entitled to vote thereon were present and voted. All such consents shall be filed with the Company's books and records.

7.12 Proxies. Every Member entitled to vote shall have the right to do so either in person or by one or more agents authorized by a written proxy signed by the Member and filed with the Company. A proxy shall be revocable unless the proxy specifically states that it is irreversible.

7.13 Voting Trusts. If any Member files a voting trust agreement with the Company, the Company shall take notice of its terms and trustee limitations.

7.14 Management Structure. The Company shall be managed by the Managing Member. Lisa Pontarelli is hereby appointed as the initial Managing Member.

7.15 Vacancies. A Managing Member vacancy shall be deemed to exist if the Managing Member dies, resigns, or is removed by the Members. Vacancies are to be filled by election at a special meeting of the Members in accordance with Section 6 of this Agreement.

7.16 Resignation. The Managing Member may resign effective upon the delivery of written notice to any Member, unless the notice specifies a later effective date.

7.17 Powers. Lisa Pontarelli has general supervision, direction, and control of operating business of the Company to include all decisions and all actions on behalf of the Company not otherwise provided for in this Agreement including but not limited to the following:

- (a) select and remove all officers, agents, and employees of the Company; prescribe any powers and duties for the officers that are consistent with law, with the Articles of Organization, and with this Agreement; and require from the officers security for faithful service;
- (d) call a meeting, annual or special, of the Members at any time upon notification as set forth in paragraphs 6.4 and 6.5 above;
- (e) enter into, make, and perform contracts and agreements which bind the Company that are necessary and appropriate in the ordinary course of business of the Company;
- (f) open and maintain bank and investment accounts and sign checks or drafts or give instructions concerning those accounts;
- (g) maintain the assets of the Company;
- (h) collect sums due and owing to the Company;
- (i) pay the debts and obligations of the Company; and
- (j) acquire, use, and dispose of assets during the ordinary course of business.

SECTION 8: TRANSFER AND ASSIGNMENT OF MEMBERSHIP INTERESTS

8.1 Transfer or Assignment of Member's Interest. Except as otherwise provided in this Agreement, no Member may transfer and/or assign, in whole or in part, his or her Membership Interest at any time. For purposes of this Agreement transfer shall mean sale, exchange, assignment, alienation, disposition, gift, pledge, hypothecation, encumbrance, or grant of security interest in the Membership Interest.

8.2 Consent to Transfer. No transfer or assignment of a Membership Interest, or any part thereof, will be valid without the express written consent of a majority of the remaining Membership Interests, excluding the Member proposing to transfer or assign his or her Membership Interest, and compliance with Rhode Island cannabis licensing requirements, including obtaining regulatory approval for any change in ownership. If a Membership Interest is transferred or assigned without the consent of a majority of the remaining Membership Interests, the transferee shall have no rights in, nor may participate in, the management or operation of the business and affairs of the Company nor have the right to become a Member of the Company. Any transfer or assignment of a Membership Interest without the proper consent shall only effect a transfer or assignment of the Member's Financial Interest, and the transferring Member shall still be bound to the terms of this Agreement. If a transfer or assignment does obtain the required consent, then the transferee shall be admitted as an additional Member pursuant to this Agreement.

8.3 Transfer to Family Members. For purposes of this section, the restriction on the transfer or assignment of a Membership Interest shall apply to transfers or assignments to a Member's immediate family, including his or her spouse, parents, siblings, and children, or a successor trustee or corporation, unless said corporation is controlled by the transferring Member.

8.4 Right of First Refusal. If a Member receives a bona fide offer to purchase their Membership Interest, they must first offer it to the existing Members on the same terms. The existing Members shall have a right of first refusal (ROFR) to purchase the interest pro-rata to their existing Membership Interests, exercisable within thirty (30) days of notice.

8.5 Effect of Transfer. Any permitted transfer shall not relieve the transferor of liabilities incurred prior to the transfer. The transferee must agree in writing to be bound by this Agreement.

8.6 Preservation of Social Equity Control. The Members acknowledge that the Company is applying for an adult-use cannabis retail license as a social equity applicant and that current Rhode Island law and Cannabis Control Commission regulations require at least 51% ownership and control by one or more qualifying social equity individuals at all times. Accordingly, no direct or indirect transfer of Membership Interests shall be permitted that would cause Lisa Pontarelli (or another Commission-approved social equity qualifier) to own less than 51% of the Membership Interests and exercise less than full managerial control (unless State Law changes). Any attempted transfer in violation of this section is null and void. Any proposed change requiring Commission approval must be pre-approved in writing by the Commission via variance or the Social Equity Applicant Interest Holder Change Request process.

SECTION 9: REMEDIES

9.1 In addition to all other remedies permitted by law, equity or under this Agreement, any Member that is in compliance with the terms and provisions of this Agreement ("non-defaulting Member") shall have the remedies described in this Section against a Member who commits a default ("defaulting Member").

(a) The non-defaulting Member shall have the right, but not the obligation, to advance money owing by the defaulting Member.

i. The amount of such advance shall constitute a loan to the defaulting Member and shall bear interest at the annual rate equal to the lesser of ten (10%) percent annually or the maximum rate allowed by law.

(b) Any such advance shall be due and repayable upon demand of the advancing non-defaulting Member. Unless repaid on demand, any such advance, together with interest as set forth above, shall, at the option of the non-defaulting Member, be deducted and repaid from any proceeds due to the defaulting Member upon the sale of the Property.

SECTION 10: PROCEDURES FOR DEFAULT

10.1 In the event that any Member believes another Member is in default or has failed to comply with any of the Sections of this Agreement, he shall provide a written letter of grievance to the other Member which outlines the complaint and cites the Section which he believes have been violated.

10.2 Upon delivery of such written letter of grievance from any Member the Notified Member shall have 15 calendar days to provide a written response to such notice.

10.3 In the event that the stated dispute can not be resolved to the satisfaction of at least a majority of the Membership Interests within 30 calendar days of delivery of the initial notice, then the Members agree that the dispute shall be resolved through negotiation and mediation. If mediation fails, disputes shall be resolved by binding arbitration in Rhode Island under the rules of the American Arbitration Association. The arbitrator's decision shall be final and enforceable in any court of competent jurisdiction.

10.4 Regardless of any ongoing disputes which may arise, it is fully understood and agreed by the Members that at no time, under any circumstances, are any Members' responsibilities for the timely payment of all obligations compromised in any way.

10.5 Should there be any outstanding obligations at the time of sale of the Business or Property which are in dispute between the Members, the Members agree that an escrow account will be established and funded with any net proceeds gained from the sale of the Business or Property in an amount not to exceed the value of said obligations and will be held in said account until a legal ruling is obtained by the courts. It is further understood and agreed that these escrow funds will then be used to satisfy any judgement made by the courts.

SECTION 10: BOOKS AND RECORDS

10.1 Maintenance of Books and Records. The Company shall establish and maintain appropriate books and records of the Company in accordance with generally accepted accounting principles. There shall be kept at the principal office of the Company and the registered office of the Company, if different, the following Company documents:

- (a) a current list of the name and business or residence address of each Member and his or her Capital Contribution and Membership Interest;
- (b) a current list of the name and business or residence address of the Managing Member;
- (c) a copy of the Articles of Organization and this Agreement and any amendments thereto;
- (d) copies of the Company's federal, state, and local income tax or information returns, if any, for the past six fiscal years;
- (e) copies of the financial statements of the Company, if any, for the past six fiscal years;
- (f) originals or copies of all minutes, actions by written consent, consents to action, and waivers of notice to Members, Member votes, actions and consents; and
- (g) any other information required to be maintained by the Company pursuant to the Act.

10.2 Annual Accounting. Within ninety days after the close of each fiscal year of the Company, the Company shall cause to be prepared and submitted to each Member a balance sheet and income statement for the preceding fiscal year of the Company (or portion thereof) in conformity with generally accepted accounting principles and provide to the Members all information necessary for them to complete federal and state tax returns.

10.3 Inspection and Audit Rights. Each Member has the right, upon reasonable request, for purposes reasonably related to the interest of that Member, to inspect and copy during normal business hours any of the Company books and records. Such right may be exercised by the Member or his or her agent or attorney. Any Member may require a review and/or audit of the books, records, and reports of the Company.

10.4 Bank Accounts. All funds of the Company shall be deposited in the Company's name in such banks as determined by the Members. All checks, drafts, or other orders for payment of money, notes or other

evidence of indebtedness, issued in the name of or payable to the Company, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by the Members.

10.5 Fiscal Year. The Company's fiscal year shall end on December 31.

10.6 Accounting Method. For financial reporting purposes, the books and records of the Company shall be kept on the cash method of accounting applied in a consistent manner and shall reflect all transactions of the Company and be appropriate and adequate for the purposes of the Company.

SECTION 11: TAXATION

11.1 Tax Year. The Company's taxable year shall end on December 31.

11.2 Tax Matters Partner. A majority of Membership Interests at a meeting of the Members shall appoint a Tax Matters Partner pursuant to Code Section 6231 to represent the Company. The Tax Matters Partner, on behalf of the Company, shall oversee the Company tax affairs in the overall best interests of the Company and make all elections for federal income tax purposes. The Tax Matters Partner shall have all necessary federal and state income and information tax returns prepared and filed on behalf of the Company. The determination of the Tax Matters Partner as to adjustments to the financial reports, books, records, and returns of the Company, in the absence of fraud or gross negligence, shall be final and binding upon the Company and all of the Members. The initial Tax Matters Partner shall be the Managing Member.

SECTION 12: INDEMNIFICATION

12.1 Definitions: Agents, Proceedings, and Expenses. For the purposes of this Agreement, "Agent" means any person who is or was a Member, Managing Member, officer, employee, or other agent of this Company; "Proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative, or investigative; and "Expenses" means any and all costs, fees, and expenses including but not limited to court costs and attorneys' fees.

12.2 Actions other than by the Company. The Company shall indemnify and hold harmless any person or Agent who was or is a party, or is threatened to be made a party, to any Proceeding (other than an action by or in the right of this Company) by reason of the fact that such person is or was an Agent of this Company, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such Proceeding, if that person acted in good faith and in a manner that person reasonably believed to be in the best interests of this Company, and, in the case of a criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of this Company or that the person had reasonable cause to believe that his or her conduct was unlawful.

12.3 Actions by the Company.

(a) This Company shall indemnify any person or Agent who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action by or in the right of this Company to procure a judgment in its favor by reason of the fact that the person is or was an Agent of this Company, against expenses actually and reasonably incurred by that person or Agent in connection with the defense or settlement of that action if that person or Agent acted in

good faith, in a manner that person or Agent believed to be in the best interests of this Company, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

(b) No indemnification, however, shall be made under this Section: (i) with respect to any claim, issue or matter as to which that person or Agent shall have been adjudged to be liable to this Company in the performance of that person's or Agent's duty to the Company, unless the court in which that action was brought shall determine upon application that the person or Agent is fairly and reasonably entitled to indemnity for the expenses which the court shall determine; (ii) for amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or (iii) for expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval.

12.4 Successful Defense by Agent. To the extent that an Agent of this Company has been successful on the merits in defense of any Proceeding, the agent shall be indemnified against expenses actually and reasonably incurred by the Agent in connection with the Proceeding.

12.5 Required Approval. Any indemnification under this Section shall be made by the Company only if authorized upon a determination by a majority vote of the Membership Interests of Members who were not parties to the proceeding at a duly held meeting of the Members at which a quorum is present.

12.6 Advance of Expenses. Expenses incurred in defending any Proceeding may be advanced by the Company before the final disposition of the Proceeding upon receipt of an undertaking by or on behalf of the Agent to repay the amount of the advance unless it shall be determined ultimately that the Agent is entitled to be indemnified.

12.7 Other Contractual Rights. Nothing contained in this Section shall affect any right to indemnification to which Agents of this Company or any subsidiary may be entitled by contract, by vote of the Members, as a matter of law or equity, or otherwise.

12.8 Insurance. The Company may, upon a determination by all Members, purchase and maintain insurance on behalf of any Agent of the Company against any liability which might be asserted against or incurred by the Agent in such capacity, or which might arise out of the Agent's status as such, whether or not the Company would have the power to indemnify the Agent against that liability.

12.9 Limitations. Notwithstanding the foregoing, no indemnification shall be provided for any acts or omissions that constitute illegal activities, including violations of federal or state cannabis laws, gross negligence, willful misconduct, or breach of this Agreement.

12.10 Amendment to State of Organization's Laws. In the event that the Act regarding indemnification of members, managing members, officers, employees, and other agents of a limited liability company, as in effect at the time of adoption of this Agreement, is subsequently amended to in any way that increases the scope of permissible indemnification beyond that set forth herein, the indemnification authorized by this Section shall be deemed to be coextensive with the maximum afforded by the Act as so amended.

SECTION 13: TERMINATION AND DISSOLUTION

13.1 Dissolution. The Company shall be dissolved upon the happening of any of the following events:

(a) the expiration of the period fixed in the Articles of Organization;

- (b) the written consent of all of the Membership Interests;
- (c) the occurrence of an event requiring dissolution under the Act; or
- (d) judicial decree.

13.2 Statement of Intent to Dissolve. Upon the occurrence of any of the events specified above, the Company shall execute and file a Statement of Intent to Dissolve, if required by the Act.

13.3 Conduct of Business. Upon the occurrence of any of the events specified above, a majority of the Members (excluding those Members who caused the dissolution event) shall appoint one or more of the Members (or the Managing Member) to act as liquidator and wind up all Company business and affairs. However, the Company shall continue to exist until Articles of Dissolution have been filed or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

13.4 Distribution of Net Proceeds. Upon the occurrence of any of the events specified above and the completion of the winding up all Company business and affairs, the assets of the Company shall be promptly liquidated and distributed in the following order:

- (a) to the payment of creditors, excluding Members, in the order of priority as provided by law;
- (b) to the payment of loans or advances made by the Members; then
- (c) a return of any outstanding capital contribution, interest or other monies owed to a Member, in accordance with the waterfall priorities set forth in Section 5.6;
- (d) to the Members in proportion to their Capital Accounts after adjustments for all allocations of net profits and net loss.

Where the distribution consists both of cash and noncash assets, the cash shall be distributed first, in descending order, to the above categories. With respect to the noncash assets, which distribution values are to be based on the fair market value of the noncash asset as determined in good faith by the liquidator, the liquidator may sell the noncash assets and distribute the cash proceeds or distribute the assets in kind, in descending order, to the above categories.

13.5 Termination. The Company shall be terminated upon the distribution of all assets. The Members shall cause the Company to file Articles of Dissolution, if required, or take any other actions necessary to terminate the Company.

SECTION 14: AMENDMENTS

14.1 Amendments by Members. This Agreement may be adopted, amended, altered, or repealed by the vote or written consent of all of the Membership Interests at a meeting of the Members at which a quorum is present.

SECTION 15: GENERAL PROVISIONS

15.1 Entire Agreement/Modification. This Agreement contains the entire understanding of the parties with respect to the subject matter of the agreement, and it supersedes all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter hereof. This Agreement, in whole or in part, cannot be changed, modified, extended, or discharged orally and no waiver of compliance with any provision or condition hereof and no consent provided for herein shall be effective unless evidenced by an instrument in writing duly executed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought. Further, no consent

or waiver, express or implied, to or of any breach or default shall constitute a consent or waiver to or of any other breach.

15.2 Partition. Each Member agrees that he or she has no right, and irrevocably waives any and all such rights, to have the assets of the Company partitioned, or to file a complaint, or institute and maintain any proceeding at law or equity to have the assets of the Company partitioned.

15.3 Further Actions. Each of the Members agrees to execute, acknowledge, and deliver such additional documents, and take such further actions, as may reasonably be required from time to time to carry out each of the provisions and the intent of this Agreement, and every agreement or document relating hereto, or entered into in connection herewith.

15.4 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent (including changes in cannabis regulations), such provision shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable, and if it cannot be so modified, it shall be deemed severed from this Agreement, and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15.5 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives, and assigns. This Agreement may not be assigned by any party without the express written consent of the other parties.

15.6 Notices. All notices, requests, demands, and other communications made hereunder shall be in writing and shall be deemed duly given if delivered or sent by telex, facsimile, or registered or certified mail, postage prepaid, as follows, or to such other address or person as the party may designate by notice to the other party hereunder:

Lisa Pontarelli

[REDACTED]

David Rozen

[REDACTED]

Robert Coupe

[REDACTED]

15.7 Attorneys' Fees. In the event of any litigation, arbitration or other dispute arising as a result of or by reason of this Agreement, the prevailing party in any such litigation, arbitration or other dispute shall be entitled to, in addition to any other damages assessed, its reasonable attorneys' fees, and all other costs and expenses incurred in connection with settling or resolving such dispute.

15.8 Construction. Throughout this Agreement, the masculine, feminine, or neuter genders shall be deemed to include the masculine, feminine, and neuter and the singular, the plural, and vice versa. The section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret, or construe the intentions of the parties.

15.9 Execution and Counterparts. This Agreement may be executed in several counterparts each of which shall be deemed to be an original, and all such counterparts when taken together shall constitute one and the same instrument.

15.10 Governing Law. This agreement shall be governed by and interpreted in accordance with the laws of the State of Rhode Island, without regard to conflict of laws principles. The parties hereby agree that any legal action or proceeding shall be brought in the courts of the State of Rhode Island. The parties further agree to submit to the jurisdiction of the State of Rhode Island and consent to the service of process in accordance with applicable procedures and rules of said jurisdiction.

SECTION 16: TRANSFER UPON DEATH

16.1 Automatic Transfer to Designated Beneficiary: Upon the death of a Member, that Member's Membership Interest shall automatically transfer to the individual(s) designated by the Member in a written and duly executed Beneficiary Designation Form delivered to the Company and kept with its records.

16.2 Rights of Beneficiary: The Beneficiary shall, upon transfer, assume all rights, interests, and obligations associated with the Membership Interest, including the right to participate in management (if applicable), receive distributions, and share in profits and losses of the Company.

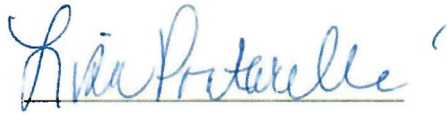
16.3 No Beneficiary Designated: If no Beneficiary has been designated, or if the designated Beneficiary predeceases the Member, the Membership Interest shall transfer in accordance with the Member's estate plan or applicable laws of descent and distribution.

16.4 Consent of Remaining Members Not Required: Notwithstanding any other provision of this Agreement, the transfer of a Membership Interest upon death of a Member to the designated Beneficiary shall not require the consent or approval of the remaining Members.

16.5 Company Records: The Company shall update its records to reflect the Beneficiary as the successor Member upon receipt of a death certificate and any other documentation reasonably required to confirm the transfer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of this 21st day of November, 2025.

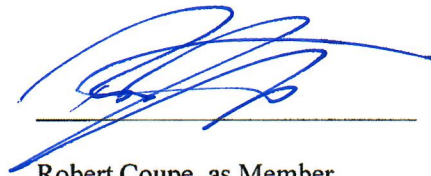
BY:

A handwritten signature in blue ink, appearing to read 'Lisa Pontarelli', written over a horizontal line.

Lisa Pontarelli, as Member and Managing Member

A handwritten signature in blue ink, appearing to read 'David Rozen', written over a horizontal line.

David Rozen, as Member

A handwritten signature in blue ink, appearing to read 'Robert Coupe', written over a horizontal line.

Robert Coupe, as Member

Ancora Partners LLC d/b/a Flower & Pot

Promissory Note from Ancora Partners LLC in Favor of David Rozen

Application Section: AUR Form 2, Section IV(A)

Attached hereto is the Promissory Note, dated November 21, 2025, from Ancora Partners LLC, as Borrower, in favor of David Rozen, as Lender, providing for the repayment of capital funds loaned.

List of Relevant Interest Holders:

1. Lisa Pontarelli
2. David Rozen
3. Robert Coupe

PROMISSORY NOTE

Initial Principal Amount: [REDACTED] **Committed Additional Amount:** [REDACTED] **(upon Conditional License Award) Date: November 21, 2025 Place: Warwick, Rhode Island**

FOR VALUE RECEIVED, Ancora Partners LLC, a Rhode Island limited liability company (the "Borrower"), with its principal place of business at 187 Shadow Brook Drive, Warwick, RI 02886, hereby promises to pay to David Rozen (the "Lender"), an individual with an address at [REDACTED], or order, the principal sum of [REDACTED], together with any additional advances made by the Lender to the Borrower as provided herein (collectively, the "Initial Principal Amount"), and an additional committed sum of [REDACTED] (the "Committed Additional Amount") upon the occurrence of the condition set forth in Section 2(b) below, without interest, in lawful money of the United States of America, on the terms and conditions set forth below. The Initial Principal Amount and the Committed Additional Amount, once advanced, are collectively referred to herein as the "Principal Amount."

1. Purpose of Loan

The Principal Amount is advanced or committed by the Lender to the Borrower for the purpose of funding startup costs, construction, and operational expenses related to the Borrower's application for and operation of an adult-use cannabis retail dispensary under the Rhode Island Cannabis Act (R.I. Gen. Laws § 21-28.11-1 et seq.) and applicable regulations of the Rhode Island Cannabis Control Commission (CCC), including but not limited to those set forth in 560-RICR-10-10-1. The Borrower shall use the proceeds solely for such purposes and in compliance with all applicable federal, state, and local laws and regulations, including those governing cannabis establishments.

2. Advances and Commitments

(a) **Initial Advances.** The Lender has advanced or may, in his sole discretion, make additional advances to the Borrower from time to time upon written request by the Borrower (each an "Additional Advance"). Each Additional Advance shall be added to the Initial Principal Amount and shall be subject to the same terms and conditions as the initial advance. The Borrower shall maintain records of all Additional Advances, and the total Initial Principal Amount shall be updated accordingly. No Additional Advance shall exceed the amount reasonably necessary for the Borrower's cannabis-related operations, and all such advances shall be documented in writing.

(b) **Firm Commitment for Additional Funding.** The Lender hereby irrevocably commits to advance the Committed Additional Amount of [REDACTED] to the Borrower upon the Borrower being selected in the Rhode Island Cannabis Control Commission adult-use retail license lottery and receiving a conditional license award (the "Conditional License Award"). Such advance shall be made within ten (10) business days of the Borrower's written notice to the Lender of the Conditional License Award, accompanied by official documentation from the CCC

confirming the award. Once advanced, the Committed Additional Amount shall be added to the Principal Amount and subject to the same repayment terms as the Initial Principal Amount.

3. Interest

This Note shall bear no interest (0% per annum). No interest shall accrue on the Principal Amount or any unpaid portion thereof.

4. Repayment Terms

(a) **Amortization Schedule.** The Principal Amount shall be repaid in equal monthly installments over an eighteen (18)-month period (the "Amortization Period"), commencing on the first day of the month following the date of the final advance of the Principal Amount (or, if the Committed Additional Amount is advanced, the first day of the month following such advance). Each monthly installment shall be in an amount equal to the then-outstanding Principal Amount divided by the number of remaining months in the Amortization Period. Repayments shall be made solely from the Borrower's "Distributable Cash Flow" (as defined in the Borrower's Operating Agreement dated November 21, 2025, or any amendments thereto), after the Borrower has paid all operating expenses, debts, taxes, regulatory fees, and reasonable reserves (including those required by the CCC for compliance, working capital, or contingencies). If Distributable Cash Flow is insufficient to make a full installment in any month, the unpaid portion shall be deferred without penalty and added to the next installment(s) until fully paid.

(b) **Priority of Repayment.** This Note shall be subordinate to all other secured or unsecured debts of the Borrower, including but not limited to bank loans, vendor obligations, and regulatory-required reserves. The Lender agrees that no repayment shall be demanded if it would impair the Borrower's ability to maintain compliance with CCC regulations or operate the cannabis dispensary.

(c) **Maturity Date.** If not sooner repaid, the entire unpaid Principal Amount shall become due and payable on the date that is eighteen (18) months from the commencement of the Amortization Period. The Maturity Date may be extended by mutual written agreement of the parties.

(d) **Prepayment.** The Borrower may prepay all or any portion of the Principal Amount at any time without penalty or premium.

5. Events of Default

The occurrence of any of the following shall constitute an "Event of Default" under this Note: (a) The Borrower fails to make a repayment when Distributable Cash Flow is available and such failure continues for thirty (30) days after written notice from the Lender; (b) The Borrower files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors; (c) The Borrower ceases operations of the cannabis dispensary or loses its CCC license; or (d) Any material breach of the Borrower's Operating Agreement that affects the Lender's rights hereunder. (e) The Borrower fails to meet any installment payment under the Amortization

Period for three (3) consecutive months due to insufficient Distributable Cash Flow, and such failure continues for thirty (30) days after written notice from the Lender.

Upon an Event of Default, the Lender may, at his option, declare the entire unpaid Principal Amount immediately due and payable, and pursue any remedies available under Rhode Island law.

6. Governing Law and Venue

This Note shall be governed by and construed in accordance with the laws of the State of Rhode Island, without regard to conflict of laws principles. Any legal action or proceeding arising under or relating to this Note shall be brought exclusively in the courts of the State of Rhode Island located in Providence County. The parties hereby submit to the jurisdiction of such courts and waive any objection to venue or convenience.

7. Notices

All notices required or permitted hereunder shall be in writing and deemed given when delivered personally or sent by certified mail, return receipt requested, or email with confirmation of receipt, to the addresses set forth above or such other addresses as the parties may designate in writing.

8. Waiver and Amendment

No waiver of any provision of this Note shall be effective unless in writing and signed by the Lender. This Note may be amended only by a written instrument signed by both parties.

9. Severability

If any provision of this Note is held invalid or unenforceable, the remainder shall continue in full force and effect.

10. Entire Agreement

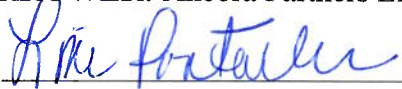
This Note constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, whether oral or written.

11. Binding Effect

This Note shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns. The Borrower may not assign this Note without the prior written consent of the Lender.

IN WITNESS WHEREOF, the Borrower has executed this Promissory Note as of the date first above written.

BORROWER: Ancora Partners LLC

By: 

Lisa Pontarelli
Managing Member

LENDER:



David Rozen

Ancora Partners LLC d/b/a Flower & Pot

Organizational Chart

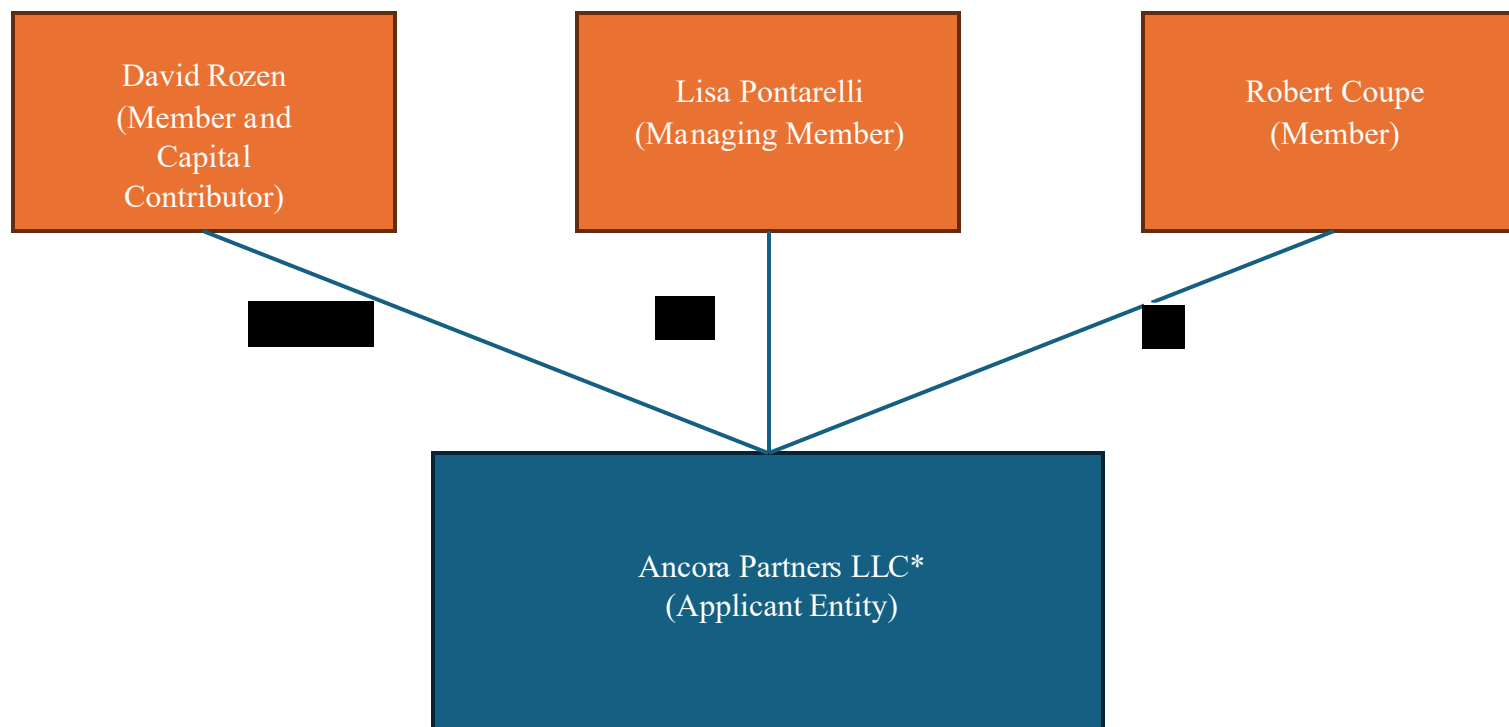
Application Section: AUR Form 2, Section IV(B)

Attached hereto is the ownership Organizational Chart for Ancora Partners LLC d/b/a Flower & Pot.

List of Relevant Interest Holders:

1. Lisa Pontarelli
2. David Rozen
3. Robert Coupe

Ancora Partners LLC d/b/a Flower & Pot – Organizational Chart



*Ancora Partners LLC d/b/a Flower & Pot Social Equity Applicant Status Certification Number: #2403278

Ancora Partners LLC d/b/a Flower & Pot

List of Interest Holders

Application Section: AUR Form 2, Section IV(C)

Attached hereto is the list of all Interest Holders identified in Section I(A) and I(D) of Form 2 that are individual persons and includes the effective ownership percentage and dollar amount of each Interest Holder's interest with respect to Applicant, its operations, the license and/or licensed facilities.

List of Relevant Interest Holders:

1. Lisa Pontarelli
2. David Rozen
3. Robert Coupe

ANCORA PARTNERS LLC D/B/A FLOWER & POT
AUR FORM 2 - SECTION IV(C)

Attach a list of all Interest Holders identified in Section I(A) and I(D) of Form 2 that are individual persons and include the effective ownership percentage and dollar amount of each Interest Holder's interest with respect to Applicant, its operations, the license and/or licensed facilities. List them in order of their effective ownership percentage.

| Interest Holder | Effective Ownership Percentage | Capital Contributions, if any |
|---------------------|--------------------------------|-------------------------------|
| Lisa Ann Pontarelli | | |
| David Rozen | | |
| Robert Coupe | | |

Ancora Partners LLC d/b/a Flower & Pot

List of Interest Holders

Application Section: AUR Form 2, Section IV(D)

Attached hereto is the List of all Interest Holders identified in Section I(A), I(B), I(C) and I(E) of Form 2 and includes the dollar amount of annual compensation/remuneration paid/to be paid to such Interest Holders with respect to Applicant, its operations, the license and/or licensed facilities for the last five years.

List of Relevant Interest Holders:

1. Lisa Pontarelli
2. David Rozen
3. Robert Coupe

ANCORA PARTNERS LLC D/B/A FLOWER & POT
AUR FORM 2 - SECTION IV(D)

Attach a list of all Interest Holders identified in Section I(A), I(B), I(C) and I(E) of Form 2 and include the dollar amount of annual compensation/remuneration paid/to be paid to such Interest Holders with respect to Applicant, its operations, the license and/or licensed facilities for the last five years.

| Interest Holder | 2025 Comp. | 2024 Comp. | 2023 Comp. | 2022 Comp. | 2021 Comp. |
|---------------------|---------------|---------------|---------------|---------------|---------------|
| Lisa Ann Pontarelli | | | | | |
| David Rozen | | | | | |
| Robert Coupe | | | | | |



AUR Form 3 – Owners and Interest Holders Certification Statement Form

On behalf of Applicant, and with respect to Applicant and each of the Interest Holders/Key Persons described in Form 2, the undersigned certifies as follows:

| | | |
|--|---|---|
| <p>1. Has Applicant or any Interest Holder thereof or any cannabis business entity or its equivalent in which such persons hold or have held an interest or a cannabis license, registration or authorization in another state or jurisdiction, ever been disciplined (discipline includes without limitation any denial, suspension, revocation, fines or other sanction of the license, registration or authorization) by any state or jurisdiction? If “Yes” provide a brief explanation, copies of all documentation and name/address/phone number/contact person for the licensing/registration/ authorization authority.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> | <p>Yes <input type="checkbox"/></p> | <p>No <input checked="" type="checkbox"/></p> |
| <p>2. Has Applicant and/or any Owner or Interest Holder ever been denied a professional license, privilege of taking an examination, or had a professional license or permit revoked or suspended by a licensing authority in Rhode Island or any other state or jurisdiction (discipline includes without limitation any denial, suspension, revocation, fines or other sanction of the license, registration or authorization)? If “Yes” provide a brief explanation, copies of all documentation and name/address/ phone number/contact person for the licensing/registration/authorization authority.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> | <p>Yes <input type="checkbox"/></p> | <p>No <input checked="" type="checkbox"/></p> |
| <p>3. Is any Owner or Interest Holder employed by the State of Rhode Island? If “Yes” please describe below.</p> | <p>Yes <input type="checkbox"/></p> | <p>No <input checked="" type="checkbox"/></p> |
| <p>Click or tap here to enter text.</p> | | |

| | | |
|--|--|---|
| 4. Does Applicant, or any Owner or Interest Holder have any “material financial interest or control” (as defined in 560-RICR-10-10-1.2(A)(13)) in another Rhode Island cannabis establishment, or any ownership or interest in a Cannabis Testing Facility or vice versa. If “Yes” describe below: | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Click or tap here to enter text. | | |
| 5. Applicant acknowledges that it fully understands that: | | |
| a. Cannabis is a Schedule I controlled substance under the Controlled Substances Act of 1970 (21 U.S.C. 801 <i>et seq.</i>); | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| b. The manufacture, distribution, cultivation, processing, possession, or possession with intent to distribute a Schedule I controlled substance, or conspiring or attempting to do so, are offenses subject to harsh penalties under federal law and could result in arrest, prosecution, conviction, incarceration, fine, seizure of property, and loss of licenses or other privileges; | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| c. Any activity regarding cannabis that does not comply with Rhode Island law or regulations is a violation of State law and could result in arrest, prosecution, conviction, incarceration, fine, seizure of property, and loss of licenses or other privileges; and | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| d. Applicant must comply with all requirements pertaining to national criminal background checks prior to licensure and continuously report any changes to previously report results. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 6. Applicant acknowledges that Application Fees are non-refundable. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 7. Applicant acknowledges that in filing an Application for a license, the following: a. The Cannabis Control Commission is vested with certain authority and discretion under the Act and Regulations with respect to review and approval of an Adult-Use Cannabis Retail License; and b. The Cannabis Control Commission’s decision in approving or denying an Application shall be final subject to the provisions of the Administrative Procedures Act codified in R.I. Gen. Laws § 42-35-1 <i>et seq.</i> | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |



The undersigned hereby acknowledges and agrees that Applicant has a continuing obligation to disclose any changes and shall provide written notice to the Commission within sixty (60) days of any change of the information provided and the certifications made in this AUR Form 3 and that each such notice shall include an updated AUR Form 3.

Under penalty of perjury, I hereby declare and verify that all statements on and information submitted with this AUR Form 3 are complete, true, correct, and accurate.

Signature of Authorized Signatory

12/17/2025

Date

Lisa Ann Pontarelli

Printed Name:

Print Title: Managing Member

Print Name of Applicant: Ancora Partners LLC d/b/a Flower & Pot



AUR Form 4 – Business License Identification Form

Applicant hereby state(s) as follows:

With respect to Applicant and any Owner or Interest Holders described in Form 2, Section I, such persons are currently or have been previously licensed, registered or authorized to produce or otherwise deal in the manufacture or distribution of cannabis in any form, in the below states or jurisdictions and corresponding agency or authority.

| State & Name of Agency | Type of License | Name of Licensee | License or Registration # |
|------------------------|-----------------|------------------|---------------------------|
| None | | | |
| | | | |
| | | | |

Applicant disclosed and provided any and all denial, suspension, revocation, fines, or other sanction of the license, registration or authorization listed above as instructed in AUR FORM 3.

Applicant hereby authorizes: (1) the Cannabis Control Commission to contact the agencies indicated above for information regarding Applicant and the licenses/registrations listed above; and (2) such other state agencies to provide any and all information requested by the Commission regarding the licenses/registrations. If requested by the Commission, Applicant will provide any additional authorization required by any of the state agencies to provide information requested by the Commission.

The undersigned hereby acknowledges and agrees that Applicant has a continuing obligation to disclose any changes and shall provide written notice to the Commission within sixty (60) days of any change of the information provided and the statements made in this AUR Form 4 and that each such notice shall include an updated AUR Form 4.

Under penalty of perjury, I hereby declare and verify that all statements on and information submitted with this AUR Form 4 are complete, true, correct, and accurate.

Lisa A Pontarelli

Signature of Authorized Signatory

12/17/2025

Date

Lisa Ann Pontarelli

Printed Name:

Print Title: Managing Member

Print Name of Applicant: Ancora Partners LLC d/b/a Flower & Pot