





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

1	<b>APPLICANT NAME</b>  (legal name, and any d/b/a name(s), if applicable)	East Bay Cannabis LLC  You must attach the following documents to this Form: <ul style="list-style-type: none"> <li>Articles of Incorporation filed with RI Secretary of State (SOS)</li> <li>Certificate of Good Standing from the RI SOS</li> <li>Evidence of filing a Fictitious Business Name Statement with the SOS, if applicable</li> </ul>
	<b>APPLICATION ZONE#</b>	6  (Note separate applications and application fees are required to apply in multiple zones)
2	<b>BUSINESS STREET ADDRESS</b>	317 Market St, Unit 104
3	<b>CITY, STATE, ZIP</b>	Warren, RI 02885
4	<b>STREET ADDRESS OF PROPOSED LICENSED PREMISES FOR RETAIL SALES OF CANNABIS</b>	317 Market St, Unit 104
5	<b>CITY, STATE, ZIP</b>	Warren, RI 02885
6	<b>PLAT#/LOT# OF PROPOSED LICENSED PREMISES FOR RETAIL SALES OF CANNABIS</b>	Tax Assessor's Plat 21, Lot 3



7	<b>SQUARE FOOTAGE OF PROPOSED FACILITY FOR RETAIL SALES OF CANNABIS</b>	2,008 sq ft
8	<b>FEIN:</b> (Federal Employer Identification Number)	
9	<b>TELEPHONE NUMBER</b>	<b>AREA CODE    NUMBER                      EXTENSION</b> ( 401 )    743    -    2267                      Ext. _____
11	<b>TOLL FREE NUMBER</b> (if not applicable, put "N/A")	<b>AREA CODE    NUMBER                      EXTENSION</b> ( N/A )                      -                      Ext. _____
12	<b>COMPLIANCE OFFICER Identification and Contact Information</b>	<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>
	<b>Name:</b>	Michael Borges
	<b>Title:</b>	Member
	<b>Mailing Address:</b>	
	<b>Email Address:</b>	mikeborges301@gmail.com
	<b>Phone Number</b>	( 401 )    743    -    2267                      Ext. _____  <b>AREA CODE    NUMBER                      EXTENSION</b>



## 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 #\_\_\_\_\_)

East Bay Cannabis LLC / 001796286

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:**

Signed by:  
  
C6B4F3A9C5C044C...

**DATE:**

12/26/2025

**Print Name: Michael Borges**

**Print Title: Member**

**Cover Page**

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

**Attachment:**

Articles of Organization

**Interest Holders:**

Michael Borges

Mitchell Lipari (Lender)



ARTICLE VII

The limited liability company is to be managed by its   X   Members\* or        Managers (check one)

**\* If you checked to be managed by your MEMBERS (the owners) DO NOT complete the following section. Only complete the following section if you checked to be managed by MANAGERS.**

The name and address of each manager:

Title	Individual Name <small>First, Middle, Last, Suffix</small>	Address <small>Address, City or Town, State, Zip Code, Country</small>
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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: 09/18/2025

*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 18 Day of September, 2025 at 9:53:10 AM by the Authorized Person.**

/COURTNEY J. CARON/

**Address of Authorized Signer:**  
1927 BUCKINGHAM ROAD, LOS ANGELES, CA 90016



RI SOS Filing Number: 202578272320 Date: 9/18/2025 9:52:00 AM



State of Rhode Island

**Department of State | Office of the Secretary of State**

**Gregg M. Amore**, *Secretary of State*

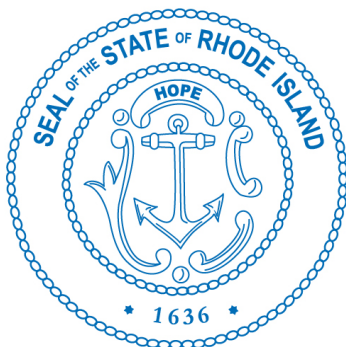
I, GREGG M. AMORE, Secretary of State of the State of Rhode Island,  
hereby certify that this document, duly executed in accordance with the provisions  
of Title 7 of the General Laws of Rhode Island, as amended, has been filed in this

office on this day:

September 18, 2025 09:52 AM

A handwritten signature in black ink, reading "Gregg M. Amore". The signature is written in a cursive style, with the first letters of the first and last names being capitalized and prominent.

Gregg M. Amore  
*Secretary of State*



**Cover Page**

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

**Attachment:**

Certificate of Good Standing from the RI SOS

**Interest Holders:**

Michael Borges

Mitchell Lipari (Lender)



*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:

### **East Bay Cannabis LLC**

is a Rhode Island Limited Liability Company organized on **September 18, 2025.**

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  
December 12, 2025

A handwritten signature in blue ink that reads "Gregg M. Amore".

Secretary of State

Certificate Number: 25120081230

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

Processed by: lsmith

**Cover Page**

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**Attachment:**

Evidence of filing a Fictitious Business Name Statement with the SOS

**Interest Holders:**

Michael Borges

Mitchell Lipari (Lender)

RI SOS   Filing Number: 202580926660   Date: 12/20/2025 10:41:00 PM



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: East Bay Cannabis LLC

SECTION II

The fictitious business name to be used is: East Bay Cannabis

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 09/18/2025

**Signed this 20 Day of December, 2025 at 10:44:44 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.*

East Bay Cannabis LLC

Name of Applicant Limited Liability Company

/COURTNEY J. CARON/

Signature of Authorized Person

Form No. 624  
Revised 09/07

RI SOS Filing Number: 202580926660 Date: 12/20/2025 10:41:00 PM



State of Rhode Island

**Department of State | Office of the Secretary of State**

**Gregg M. Amore**, *Secretary of State*

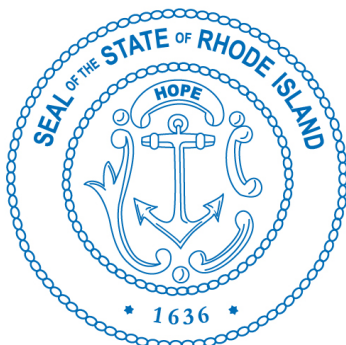
I, GREGG M. AMORE, Secretary of State of the State of Rhode Island,  
hereby certify that this document, duly executed in accordance with the provisions  
of Title 7 of the General Laws of Rhode Island, as amended, has been filed in this

office on this day:

December 20, 2025 10:41 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: East Bay Cannabis LLC

### 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 Michael Borges		SSN/FEIN [REDACTED]		DOB [REDACTED]	Email Address [REDACTED]
Address (residence if person; business address if entity) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]	
Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title East Bay Cannabis LLC, Member		Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.) [REDACTED]			Ownership interest in <u>applicant</u> . [REDACTED]
Name of person or entity Eric Powers		SSN/FEIN [REDACTED]		DOB [REDACTED]	Email Address [REDACTED]
Address (residence if person; business address if entity) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]	
Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title East Bay Cannabis LLC, Member		Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.) [REDACTED]			Ownership interest in <u>applicant</u> . [REDACTED]
Name of person or entity State Properties LLC		SSN/FEIN [REDACTED]		DOB N/A	Email Address [REDACTED]
Address (residence if person; business address if entity) PO Box 964	City Bristol	State RI	ZIP 02809	Phone Number [REDACTED]	



Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title East Bay Cannabis LLC, Member		Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.) [REDACTED]		Ownership interest in <u>applicant</u> . [REDACTED]	
Name of person or entity Zachary Rivers		SSN/FEIN [REDACTED]		DOB [REDACTED]	Email Address [REDACTED]
Address (residence if person; business address if entity) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]	
Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title State Properties LLC, Member		Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.) [REDACTED]		Ownership interest in <u>applicant</u> . [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 <u>applicant</u> .	
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 <u>applicant</u> .	
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 <u>applicant</u> .	
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 <u>applicant</u> .	

**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 Michael Borges		SSN/FEIN [REDACTED]		DOB [REDACTED]	Email [REDACTED]
Address (residence if person; business address if entity) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]	
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) East Bay Cannabis LLC		List your title or role, with respect to the entity listed in the preceding box. Member		List your title or role, if any, with respect to the <u>Applicant</u> . Member	
Name of person or entity Eric Powers		SSN/FEIN [REDACTED]		DOB [REDACTED]	Email [REDACTED]





Address (residence if person; business address if entity) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) East Bay Cannabis LLC		List your title or role, with respect to the entity listed in the preceding box. Member		List your title or role, if any, with respect to the <b>Applicant</b> Member
Name of person or entity State Properties LLC		SSN/FEIN [REDACTED]	DOB N/A	Email [REDACTED]
Address (residence if person; business address if entity) PO Box 964	City Bristol	State RI	ZIP 02809	Phone Number [REDACTED]
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) East Bay Cannabis LLC		List your title or role, with respect to the entity listed in the preceding box. Member		List your title or role, if any, with respect to the <b>Applicant</b> Member
Name of person or entity Zachary Rivers		SSN/FEIN [REDACTED]	DOB [REDACTED]	Email [REDACTED]
Address (residence if person; business address if entity) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) State Properties LLC		List your title or role, with respect to the entity listed in the preceding box. Member		List your title or role, if any, with respect to the <b>Applicant</b> Member via State Properties LLC
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 <b>Applicant</b>

**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 Michael Borges		SSN/FEIN [REDACTED]	DOB [REDACTED]	Email [REDACTED]
Address (residence if person; business address if entity) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) East Bay Cannabis LLC		List your title or role, if any, with respect to the entity listed in the preceding box. Member		
Name of person or entity Eric Powers		SSN/FEIN [REDACTED]	DOB [REDACTED]	Email [REDACTED]
Address (residence if person; business address if entity) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]



Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) East Bay Cannabis LLC		List your title or role, if any, with respect to the entity listed in the preceding box. Member			
Name of person or entity State Properties LLC		SSN/FEIN [REDACTED]		DOB N/A	Email [REDACTED]
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Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) East Bay Cannabis LLC		List your title or role, if any, with respect to the entity listed in the preceding box. Member			
Name of person or entity Zachary Rivers		SSN/FEIN [REDACTED]		DOB [REDACTED]	Email [REDACTED]
Address (residence if person; business address if entity) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]	
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) State Properties LLC		List your title or role, if any, with respect to the entity listed in the preceding box. 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	
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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) East Bay Cannabis LLC		Describe the financial interest in entity listed in preceding box Lender		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	

**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 Mitchell Lipari		SSN/FEIN [REDACTED]		DOB [REDACTED]	Email [REDACTED]
Address (residence if person; business address if entity) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]	
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) East Bay Cannabis LLC		Describe the financial interest in entity listed in preceding box Lender		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 <u>Applicant</u> , if different	
Name of person or entity		SSN/FEIN		DOB	Email
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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	

**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.

Signed by:  
  
 C6B4F3A9C5C044C...

\_\_\_\_\_  
 Signature of Authorized Signatory

Click here to enter a date.

\_\_\_\_\_  
 Date

Michael Borges

\_\_\_\_\_  
 Printed Name

Print Title: Member

Print Name of Applicant: East Bay Cannabis LLC

**Cover Page**

AUR Form 2 - Disclosure of Owners and Other Interest Holders

**Attachment A:**

Attach all organizational, governance documents, corporate bylaws, contractual agreements or similar

1. Operating Agreement for East Bay Cannabis LLC

**Interest Holders:**

Michael Borges

Mitchell Lipari (Lender)

**OPERATING AGREEMENT  
OF  
EAST BAY CANNABIS LLC  
(A Rhode Island Limited Liability Company)**

This Operating Agreement (this “Agreement”) is made as of September 26, 2025, by and among the parties listed on the signature pages hereof (collectively referred to as the "Members" or individually as a "Member"), with reference to the following facts:

A. On September 18, 2025, Articles of Organization (the “Articles”) for East Bay Cannabis LLC (the “Company”), a limited liability company under the laws of the State of Rhode Island, were filed with the Rhode Island Secretary of State.

B. This Agreement is executed under the Rhode Island General Laws § 7-16-11 known as The Rhode Island Limited Liability Company Act (“The Act”).

NOW, THEREFORE, the Members by this Agreement set forth the operating agreement for the Company upon the terms and subject to the conditions of this Agreement.

**DEFINITIONS**

“Act” means the The Rhode Island Limited Liability Company Act, as it may be amended from time to time, and any successor to such Act.

“Agreement” means this Operating Agreement of East Bay Cannabis LLC, as it may be amended, supplemented or restated from time to time.

“Articles” means the Articles of Organization of the Company filed on September 18, 2025 with the Rhode Island Secretary of State. Except as expressly prohibited by this Agreement, a Member entitled to vote may vote on all Company matters, including any matter with respect to which such Member has an interest.

“Available Cash” of the Company as of any date means all cash funds of the Company on hand as of such date from all sources, including, without limitation, gross cash receipts derived from operations of the Company and/or gross cash receipts derived from the sale or other disposition, financing, refinancing or liquidation of all or a portion of Company property (including, without limitation, insurance proceeds and proceeds from a taking of Company property by eminent domain, reduced by: (a) all Company Costs and Expenses that are due and payable as of such date and/or that are expected to become due and payable in the next 60 days; (b) provision for adequate reserves (working capital and/or capital), with the amount of such reserves to be determined by the Members(s) in their reasonable discretion.

“Bankruptcy” means, with respect to any Member or the Company, any of the following acts or events:

- (A) making an assignment for the benefit of creditors;



- (B) filing a voluntary petition in bankruptcy;
- (C) becoming the subject of an order for relief or being declared insolvent or filing a bankrupt in any federal or state bankruptcy or insolvency proceeding;;
- (D) filing a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation;
- (E) filing an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in a proceeding of the type described in parts (a) through (d) of this definition;
- (F) seeking, consenting to, or acquiescing in the appointment of a trustee, receiver, or liquidator of all or any substantial part of its properties; or
- (G) the expiration of one hundred fifty (150) days after the date of the commencement of a proceeding against such Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation if the proceeding has not been previously dismissed, or the expiration of ninety days after the date of the appointment, without such Member's consent or acquiescence, of a trustee, receiver, or liquidator of such Member or of all or any substantial part of such Person's properties, if the appointment has not previously been vacated or stayed, or the expiration of ninety (90) days after the date of expiration of a stay, if the appointment has not been previously vacated.

"Company Property". Company Property shall refer to and may include: common and preferred stock (including warrants, rights, put and call options and other options); notes, bonds and debentures; trust receipts and other obligations, instruments or evidences of indebtedness; chooses in action; investment contracts; interests in real property, whether improved or unimproved; interests in agreements relating to contracts of insurance; and interests in personal property of all kinds, tangible or intangible (including cash and bank deposits). Title to Company Property shall be held in the name of the Company, in such other manner as may be permitted by law (e.g., in the name of a nominee on behalf of the Company).

"Fair Market Value" Shall mean for any Membership Interest or asset required to be valued pursuant to the terms of this Agreement, the value as agreed by the Members or if they cannot agree, by an appraisal determined in accordance with the terms of this Agreement.

"Member" means all of the Members listed on Exhibit "A" hereto and any permitted Transferee of them.

"Membership Interest" means the percentage ownership interest of a Member in the Company. For example, the percentage owner of ( ) percent (out of interest in the Company would have a %) Membership Interest in the Company.

"Majority of the Members" means the approval of Members holding Membership Interests in the Company greater than of the Members entitled to vote.

“Net Profits” and “Net Losses” shall mean the income, gain, loss, deductions, and credits of the Company in the aggregate or separately stated, as appropriate, determined in accordance with the method of accounting at the close of each fiscal year employed on the Company’s information tax return filed for federal income tax purposes.

“Supermajority of the Members” means the approval of Members holding Membership Interests in the Company greater than 75% of the Members entitled to vote.

“Treasury Regulations” shall mean the regulations currently in force as final or temporary that have been issued by the U.S. Department of Treasury pursuant to its authority under the Code.

## **ARTICLE I ORGANIZATIONAL MATTERS**

1.1 Name. The name of the Company shall be “East Bay Cannabis LLC.” The Company may conduct business under that name or any other name approved by the Members.

1.2 Term. The term of the Company shall commence upon the filing of the Articles and shall continue in existence perpetually, unless terminated sooner under the Act or as provided herein.

1.3 Office and Agent. The Company shall continuously maintain a registered agent in the State of Rhode Island, with a street address within the state, as required by the Act. The registered agent shall be as stated in the Articles or as otherwise determined by the Majority of the Members.

1.4 Business of the Company. Notwithstanding the purpose of the Company which is described in the Articles, the Company shall not engage in any business other than the following without the consent of all of the Members:

1.4.1 The business of operating, managing, and maintaining licensed cannabis activities in the State of Rhode Island.

1.5 Governing Law. This Agreement shall be governed by the laws of the State of Rhode Island, including the Act and the Rhode Island Cannabis Act, R.I. Gen. Laws § 21-28.11-1 et seq.

1.6 Limitations. The Company shall not engage in activities prohibited under Rhode Island law to the extent such prohibition would materially risk the Company or its Members.

## **ARTICLE II MEMBERS AND SOCIAL EQUITY REQUIREMENTS**

2.1 Members. Names, addresses, ownership interests, and capital contributions are listed in Exhibit A.

2.2 Social Equity Member. (“SE Member”).

- 2.2.1 Defined per R.I. Gen. Laws § 21-28.11-10 and CCC Rule 1.4(A)(28).
- 2.2.2 Must own ≥ [REDACTED] of Membership Interests and control ≥ [REDACTED] of voting rights.
- 2.2.3 SE Member must maintain majority control of day-to-day operations and strategic decisions as per CCC Rule 1.5.1(A)(2).
- 2.3 Profit Entitlement. Absent any modifications to the CCC Rules, the SE Member shall receive ≥ [REDACTED] of all profits and distributions at all times.
- 2.4 Continuity. Absent any modifications to the CCC Rules, any action reducing SE ownership/control below [REDACTED] is void.
- 2.5 Admission of Additional Members. Additional members may only be added with SE Member approval and compliance with Cannabis Act and CCC rules.

### **ARTICLE III MANAGEMENT**

- 3.1 Member-Managed LLC. The Company is member-managed pursuant to R.I. Gen. Laws § 7-16-18.
- 3.2 Voting Rights. Allocated per Membership Interests, with SE Member retaining ≥ [REDACTED] of votes.
- 3.3 Major Decisions Requiring Supermajority Approval:
- 3.3.1 Amendment of Agreement or Articles of Organization.
- 3.3.2 Admission of new Members (within CCC guidelines).
- 3.3.3 Transfer/assignment of Membership Interests (within CCC guidelines).
- 3.3.4 Loans and/or lines of credit, with the exception of the initial line of credit for up to [REDACTED] which is necessary to cover all cost associated with the start-up of the Company, and is hereby accepted at execution of this Agreement.
- 3.3.5 Sale, merger, or liquidation of Company assets.
- 3.3.6 Actions affecting cannabis license.
- 3.4 Officers. Members may appoint officers with a vote of the Supermajority.

## **ARTICLE IV CAPITAL CONTRIBUTIONS AND ACCOUNTS**

- 4.1 Initial Contributions. Contributions have been made or shall be made to the capital of the Company in the amount shown opposite the Member's name on Exhibit A attached hereto. No Member shall be required to make any additional contributions to the capital of the Company. Additional contributions to the capital of the Company shall be made only with the unanimous consent of the Members. Except as provided in this Agreement, no Member may withdraw his or her capital contribution. For the avoidance of doubt, all construction labor related to tenant improvements provided by Michael Borges will not be deemed a Capital Contribution and therefore not subject to repayment.
- 4.2 Default Remedies. Failure to contribute agreed capital may result in dilution, forfeiture, or buyout per Article VII.
- 4.3 Capital Accounts. Maintained per IRC § 704(b) and Treasury Regulations.
- 4.4 No Interest. The Company shall not pay any interest on capital contributions.
- 4.5 Withdrawal of Capital after Commencement of Company. No Member shall be entitled to withdraw any part of such Member's Capital Account or to receive any distributions from the Company, except as specifically provided in this Agreement. No Member shall have the right to receive property other than cash in return for such Member's Capital Contribution. No Member shall be entitled to receive interest with respect to such Member's Capital Contribution.
- 4.6 No Personal Liability. Except as expressly set forth in this Agreement, or in the Act, no Member shall be personally liable for any debt, obligation or liability of the Company, whether that obligation arises in contract, tort, or otherwise.

## **ARTICLE V ALLOCATIONS AND DISTRIBUTIONS**

- 5.1 Allocations of Net Profit and Net Loss.
- 5.1.1 Determination. The net profit or net loss of the Company for each fiscal year shall be determined according to the accounting principles employed in the preparation of the Company's federal income tax information return for that fiscal year.
- 5.1.2 Net Loss. Net Loss shall be allocated to the Members in proportion to their Membership Interest.
- 5.1.3 Net Profit. Net Profit shall be allocated to the Members in proportion to their Membership Interest.
- 5.2 Code Section 704(c) Allocations. In accordance with § 704(c) of the Internal Revenue Code and the Regulations thereunder, income, gain, loss, and deduction with respect to any

property contributed to the capital of the partnership shall be allocated among the Members. solely for income tax purposes, so as to take into account any variation between the adjusted basis of such property for federal income tax purposes in the hands of the Company and the agreed value of such property as may be set forth in this Agreement, or in any document entered into at the time an additional contribution is made to the Company. Any elections or other decisions relating to the allocations to be made under this section must be made by action of the Members. The allocations to be made under this section are solely *for* purposes of federal, state and local income taxes and shall not affect, or in any way be taken into account in computing, any Member's capital account, interest in or allocable share of the net profits and net losses of the Company, interest in or allocable share of other items, or right to distributions. The Company intends to elect to be taxed as a corporation, however if LLC is ever taxed as a partnership then this provision applies.

5.3 Distribution of Available Cash by the Company. Subject to any limitations contained elsewhere in this Agreement, all Available Cash shall be distributed to the Members not less than quarterly. Without limitation, the Members agree that [REDACTED] of the Company's net profits is deemed a commercially reasonable and necessary amount to withhold as reserves. Distributions shall be first to the Members in proportion to their unreturned Cash Capital Contributions until each Member has received a cash Distribution equal to [REDACTED] (one hundred percent) of his or her Cash Capital Contributions; second, to repay any unreturned loans plus interest made to the Company by Members or third-parties, and then to the Members in proportion to their Membership Interests.

5.4 Excess Distributions. To the extent that the aggregate of actual and/or deemed distributions to a Member under this Article V for any period exceeds the distributions to which such Member is entitled for such period, the amount of such excess shall be considered a loan from the Company to such Member. Such loan shall bear interest (which interest shall be treated as an item of income to the Company) at the lesser of the maximum rate permitted by law or seven (7%) per annum, compounded annually, until discharged by such Member by repayment.

5.5 Tax Withholding. Company may withhold amounts required by federal/state law.

## **ARTICLE VI TRANSFER, BUYOUT, AND RIGHT OF FIRST REFUSAL**

6.1 Restriction on Transfer and Assignment of Interests. Sections 6.1 - 6.7 are subject to the restrictions of the CCC and applicable social equity program rules. No Member shall be entitled to transfer, sell, assign, encumber or in any way alienate all or any part of a Membership Interest except in compliance with this Agreement and all current CCC regulations.

6.2 Dissolution Event. Upon the occurrence of the death, withdrawal, resignation, retirement, insanity, Bankruptcy or dissolution of any Member ("Dissolution Event"), the Company shall dissolve unless more than 50% of the remaining Members ("Remaining Members") consent within ninety (90) days of the Dissolution Event to the continuation of the business of the Company. If

the Remaining Members so consent, then the Remaining Members shall have the right, but not the obligation, to purchase, and if such right is exercised, the Member (or his or her legal representative) whose actions or conduct resulted in the Dissolution Event ("Former Member") shall sell, the Former Member's Membership Interest ("Former Member's Interest") as provided in this Article.

6.3 Purchase Price. The Purchase price for the Former Member's Interest shall be the Fair Market Value of the Former Member's Interest as determined by an independent appraiser jointly selected by the Former Member and by Remaining Members holding a Supermajority of the remaining Membership Interests. The appraiser shall be a member of the Appraisal Institute with experience in valuing assets similar in nature to the assets of the Company. An appraiser shall take into account, among other things, the age and condition of the Company's assets, duration of any lease, the credit-worthiness of any tenant, deferred maintenance (if any), any governmental mandated retrofits required (if any), any secured debt of the Company, any uninsured contingent liabilities of the Company, any debt which may be owed by the Former Member to the Company, and the Membership Interest of the Former Member in determining Fair Market Value. The remaining Members and the Former Member shall each pay one-half of the cost of the appraisal. Notwithstanding the foregoing, if the Dissolution Event results from a breach of this Agreement by the Former Member, the purchase price shall be reduced by an amount equal to the damages suffered by the Company or the Remaining Members as a result of such breach.

6.4 Notice of Intent to Purchase. Within thirty (30) days after the Fair Market Value of the Former Member's Interest has been determined in accordance with Section 6.2, each Remaining Member shall notify the Members in writing of his or her desire to purchase a portion of the Former Member's Interest. The failure of any Remaining Member to submit a notice within the applicable period shall constitute an election on the part of the Member not to purchase any of the Former Member's Interest. Each Remaining Member so electing to purchase shall be entitled to purchase a portion of the Former Member's Interest in the same proportion that the Membership Interest of the Remaining Member bears to the aggregate of the Membership Interests of all of the Remaining Members electing to purchase the Former Member's Interest.

6.5 Election to Purchase Less Than All of the Former Member's Interest. If any Remaining Member elects to purchase none or less than all of his or her pro rata share of the Former Member's Interest, then the other Remaining Members shall be entitled to purchase the remaining interest pro rata in the ratio that the Purchasing Members' Membership Interests bear to each other. If the Remaining Members fail to purchase the entire interest of the Former Member, the Company may purchase any remaining share of the Former Member's Interest.

6.6 Payment of Purchase Price. The purchase price to be paid for the Former Members interest shall, unless otherwise expressly agreed to in writing, be paid by the purchasing parties at closing as follows:

The purchasing party shall deliver to the Seller an amount at closing equal to [REDACTED] percent

( ) of the purchase price. Any balance of the purchase price not paid in cash shall be represented by a negotiable promissory note for the balance of the purchase price. The note shall require payment of the principal over a period of five years in equal annual principal installments with interest at the rate of ( ) % per annum payable monthly. The note shall allow for the prepayment of all or any part of the principal amount at any time without penalty. The note shall be recourse and secured by a pledge of the purchasing Member's interest in the Company. The obligation of each purchasing Member, and the Company, as applicable, to pay its portion of the balance due shall be evidenced by a separate promissory note executed by the respective Purchasing Member. Each such promissory note shall be in an original principal amount equal to the portion owed by the Purchasing Remaining Member.

6.7 Closing of Purchase of Former Member's Interest. The closing for the sale of a Former Member's Interest pursuant to this Article shall be held at 10:00 a.m. at the principal office of Company no later than sixty (60) days after the determination of the purchase price, except that if the closing date falls on a Saturday, Sunday, or a state or federal legal holiday, then the closing shall be held on the next succeeding business day. At the closing, the Former Member shall deliver to the Purchasing Members an instrument of transfer (containing warranties of title and no encumbrances) conveying the Former Member's Interest. The Former Member, the Company and the Remaining Members shall do all things and execute and deliver all papers as may be reasonably necessary fully to consummate such sale and purchase in accordance with the terms and provisions of this Agreement.

## ARTICLE VII TAG-ALONG / DRAG-ALONG RIGHTS

7.1 Notice of Proposed Sale. If, after the Effective Date, any Member or group of Members (each a "Selling Member") proposes to Transfer any Membership Interests (a "Proposed Transfer") to any Person (a "Proposed Purchaser") such that the Proposed Transfer would result in a change of control of the Company or otherwise require regulatory approval under the Rhode Island Cannabis Act or the Rules and Regulations of the Cannabis Control Commission (collectively, "CCC Rules"), the Selling Member shall deliver written notice (the "Sale Notice") to the Company and each non-selling Member (each, a "Non-Selling Member") specifying (i) the identity of the Proposed Purchaser, (ii) the number and percentage of Membership Interests proposed to be Transferred, (iii) the proposed purchase price and payment terms, (iv) a true copy of any proposed purchase agreement or term sheet, (v) proof of creditworthiness of the buyer; and (vi) the proposed closing date (the "Sale Notice Date").

7.2 Tag-Along Election. Each Non-Selling Member shall have the right, within fifteen (15) business days after receipt of the Sale Notice, to elect to sell to the Proposed Purchaser up to the same proportion of such Non-Selling Member's Membership Interests as are being sold by the Selling Member on the same economic and other material terms (the "Tag-Along Right"). The Seller shall not consummate the Proposed Transfer until the earlier of: (a) the expiration of the 15-

business-day period without exercise of the Tag-Along Right by any Non-Selling Member; or (b) the consummation of a sale that includes those Non-Selling Members who timely exercised their Tag-Along Rights.

7.3 Conditions & Regulatory Approval. Notwithstanding anything to the contrary in this Agreement, no Tag-Along sale of Membership Interests that would effect a Transfer of the license or result in a change of control as defined by the CCC Rules shall be effective unless and until the Proposed Purchaser has satisfied all CCC requirements and received any required CCC approvals for such Transfer. Each selling party shall cooperate in good faith with the purchaser and the CCC and provide documents and information reasonably requested for CCC review and approval.

7.3.1 the Tag-Along Right may not be exercised in a manner that would, without CCC approval, cause the Company to cease to meet any statutory or regulatory requirement applicable to a Social Equity Applicant/Licensee (including but not limited to the requirement that at least fifty-one percent (██████) of ownership and operational control remain with persons who qualify as Social Equity Applicants under Rhode Island law), unless the Tag Majority has obtained prior written approval from the CCC permitting such change.

7.4 Allocation of Closing Costs. The Selling Member and the Tag-Along selling Non-Selling Members shall share customary transaction costs (including reasonable legal and escrow fees) on a pro rata basis, unless otherwise agreed in writing.

7.5 Drag-Along Right Trigger. Subject to the limitations in Section 7.6 below, if Members owning at least 75% of the Membership Interests (the “Drag Majority”) approve a bona fide proposal to sell all of the equity interests of the Company or substantially all of the Company’s assets to a third party (a “Covered Sale”), the Drag Majority shall have the right to require all other Members (each a “Dragged Member”) to sell or exchange all (but not less than all) of their Membership Interests to the purchaser on the same terms and conditions as the Drag Majority (the “Drag-Along Right”), subject to the procedures below.

7.6 Limitations — Social Equity Ownership & Regulatory Requirements. Notwithstanding Section 7.5:

7.6.1 the Drag-Along Right may not be exercised in a manner that would, without CCC approval, cause the Company to cease to meet any statutory or regulatory requirement applicable to a Social Equity Applicant/Licensee (including but not limited to the requirement that at least fifty-one percent (██████) of ownership and operational control remain with persons who qualify as Social Equity Applicants under Rhode Island law), unless the Drag Majority has obtained prior written approval from the CCC permitting such change; and

7.6.2 (b) any Drag-Along sale that would result in a Transfer of the cannabis establishment’s license or a change of majority control is conditioned upon the purchaser’s satisfaction of all CCC licensing criteria and receipt of any required CCC approval(s) prior



to or at closing.

7.7 Drag Notice & Election. The Drag Majority shall deliver written notice of the Covered Sale to the Company and each Member (the “Drag Notice”), attaching a copy of any proposed sale agreement or term sheet, the identity of the purchaser, the proposed purchase price and payment terms, and a proposed closing date. Within ten (10) business days after receipt of the Drag Notice, each Dragged Member shall execute and deliver sale documents reasonably necessary to effect the sale, provided the purchase and purchaser are the same as set forth in the Drag Notice and CCC approval has been obtained where required.

7.8 Escrow/Closing & Cooperation. The Company and the Members shall cooperate and take all reasonable actions (including providing information for and attending to regulatory filings and hearings) reasonably necessary to obtain CCC approvals and to effectuate the Covered Sale; provided that the purchaser shall bear reasonable costs specifically associated with any regulatory filing fees required by the CCC.

7.9 Remedies for Failure to Deliver. If a Dragged Member refuses or fails to execute required transfer documents within the time provided, the Company may execute on behalf of that Dragged Member such documents as may be necessary to effect the transfer (with the Company or purchaser holding the purchase consideration in escrow pending the member’s execution), consistent with applicable law and subject to CCC consent where required.

## **ARTICLE VIII**

### **ACCOUNTING, RECORDS, REPORTING BY MEMBERS**

8.1 Books and Records. The books and records of the Company shall be kept in accordance with the accounting methods followed for federal income tax purposes. The Company shall maintain at its principal office in Rhode Island all of the following: A current list of the full name and last known business or residence address of each Member set forth in alphabetical order, together with the capital contributions, capital account and Membership Interest of each Member;

8.1.1 A copy of the Articles and any and all amendments thereto together with executed copies of any powers of attorney pursuant to which the Articles or any amendments thereto have been executed;

8.1.2 Copies of the Company’s federal, state, and local income tax or information returns and reports, if any, for the six (6) most recent taxable years;

8.1.3 A copy of this Agreement and any and all amendments thereto together with executed copies of any powers of attorney pursuant to which this Agreement or any amendments thereto have been executed;

8.1.4 Copies of the financial statements of the Company, if any, for the six (6) most recent fiscal years; and

8.1.5 The Company’s books and records as they relate to the internal affairs of the Company for at least the current and past four (4) fiscal years.

8.2 Reports. The Members shall cause to be filed, in accordance with the Act, all reports and documents required to be filed with any governmental agency. The Company shall cause to be prepared at least annually information concerning the Company's operations necessary for the completion of the Members' federal and state income tax returns. The Company shall cause to be sent to each Member not later than forty (40) days prior to the due date of the returns

(i) such information as is necessary to complete the Members' federal and state income tax or information returns and (ii) a copy of the Company's federal, state, and local income tax or information returns for the year.

8.3 Bank Accounts. The Members shall maintain the funds of the Company in one or more separate bank accounts in the name of the Company, and shall not permit the funds of the Company to be commingled in any fashion with the funds of any other individual, Partnership, Limited Partnership, Limited Liability Company, Corporation, Trust, Estate, Association or other entity.

8.4 Tax Matters for the Company. Prior to operation, a designated Member will be assigned "Tax Matters Representative", to represent the Company (at the Company's expense) in connection with any examination of the Company's affairs by tax authorities and to expend Company funds for professional services and costs associated therewith, and to make such elections, settlements and to otherwise file petitions, intervene, file requests and make agreements as he deems reasonable and appropriate. The Company will file its taxes as a C-Corp.

8.5 Annual Tax Returns. ]]

8.5.1 The Members agree that the LLC shall be responsible for the preparation and timely filing of all federal, state and local tax and information returns that the LLC is required to file. The Members agree that the LLC will either prepare the necessary tax and information returns internally, or enlist the services of a tax preparation and/or consultation firm and the LLC will provide a copy of each such tax or information return filed on its behalf to the Members promptly following such filing. The Members agree that the LLC will provide the Members with any additional information required for the completion of any tax filings required to be made by the Members under U.S. law. The Members agree that the LLC will cooperate in resolving any inquiries made by any government tax authority to the Members concerning the results or activities of the LLC

8.5.2 If a Member disagrees with the treatment of any Company item (within the meaning of Section 6321(a)(3) of the Code and Regulations) on a tax return of the Company, then such Member shall give written notice to the Tax Matters Representative within twenty (20) days after receipt. If, after good faith consultation, an agreement regarding the treatment of such item cannot be reached within ten (10) days after the receipt of notice, the Company shall seek written advice from independent tax counsel approved by the Tax Matters Representative. Such advice shall recommend the treatment which is consistent with the terms of this Agreement, the respective interests of the Members, and for which there exists

substantial authority in support thereof. Such recommended treatment shall be one reported on the return.

8.5.3 Without the prior approval of the Tax Matters Representative, no Member shall file an amended return of the Company or a request for an administrative adjustment under Section 6227 of the Code, nor shall any Member (other than the Tax Matters Representative, as provided herein) commence any administrative or judicial proceeding relating to a return of the Company. If, after good faith consultation, such approval is not provided, no Member shall file such return or request, or commence such proceeding unless a mutually agreed upon independent tax counsel renders an opinion that there is substantial authority for the proposed treatment of the tax items with respect to which such return, request or proceeding relates. Nothing herein shall be construed to prevent a Member from undertaking any administrative or judicial proceeding with respect to its own return.

8.5.4 Each Member shall notify the other Members upon receipt of any notice regarding an audit or tax examination of the Company and upon any request for material information by United States federal, state, local or other tax authorities.

## **ARTICLE IX DISSOLUTION AND WINDING UP**

9.1 Conditions of Dissolution. The Company shall dissolve upon the occurrence of any of the following events:

9.1.1 Upon the happening of any event of dissolution specified in the Articles;

9.1.2 Upon the entry of a decree of judicial dissolution;

9.1.3 Upon the vote of a Supermajority of the Members;

9.1.4 The occurrence of a Dissolution Event and the failure of the Remaining Members to consent in accordance with Section 8.1 to continue the business of the Company within ninety (90) days after the occurrence of such event;

9.1.5 The sale of all or substantially all of the assets of the Company, and receipt of all sale proceeds.

9.2 Winding Up. Upon the dissolution of the Company, the Company's assets shall be disposed of and its affairs wound up. The Company shall give written notice of the commencement of the dissolution to all of its known creditors.

9.3 Order of Payments and Distributions Upon Dissolution. After determining that all the known debts and liabilities of the Company have been paid or adequately provided for, the

remaining assets shall be distributed to the Members as follows:

9.3.1 to the Members until each Member has received Cash Distributions equal to ( ) percent) of his or her Cash Capital Contributions;

9.3.2 to the Members or any third-party to repay any unreturned loans made to the Company, plus interest thereon; and

9.3.3 then to the Members in proportion to their Membership Interests.

9.4 Limitations Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall be entitled to look only to the assets of the Company for the return of his or her positive Capital Account balance and shall have no recourse for his or her Capital Contribution and/or share of Net Profits against any other Member except as provided herein.

9.5 Certificates. The Company shall file with the Rhode Island Secretary of State a Certificate of Dissolution upon the dissolution of the Company and a Certificate of Cancellation upon the completion of the winding up of the Company's affairs.

## **ARTICLE X INDEMNIFICATION AND INSURANCE**

10.1 Indemnification of Members. The Company shall indemnify and hold harmless the Members, the Managers (if appointed), their directors, officers, constituent Members, agents and employees (individually, an "Indemnitee"), as follows:

10.1.1 In any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigative, to which an Indemnitee was or is a party or is threatened to be made a party by reason of the fact that such Indemnitee is or was a Member, the Company shall indemnify such Indemnitee against attorneys' fees, judgments, fines, penal ties, settlements, and reasonable expenses actually incurred by such Indemnitee in connection with the defense and/or settlement of such action, suit or proceeding, if such Indemnitee (1) acted in good faith; (2) in the case of the exercise of authority by the Indemnitee under the Act or this Agreement, other than service for another enterprise, in a manner reasonably believed by such Indemnitee to be in the interest of the Company or in all other cases, the Indemnitee's conduct was at least not opposed to the Company's best interests; and (3) with respect to any criminal action or proceeding, the Indemnitee did not have reasonable cause to believe that his conduct was unlawful. In no event, however, shall indemnification ever be made in relation to a proceeding in which the Indemnitee has been found liable for fraud or a criminal act or for gross negligence, willful or intentional misconduct in the Indemnitee's performance of its duty to the

Company or in relation to a proceeding which arises out of a material breach by the Indemnatee of the terms and provisions of this Agreement. The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that an Indemnatee did not act in good faith and in a manner reasonably believed by such Indemnatee to be in the interests of the Company or not opposed to the Company's interests.

10.1.2 If a claim or assertion of liability is made or asserted by a third party against an Indemnatee by reason of the fact that such Indemnatee was or is a party or is threatened to be a party by reason of the fact that such Indemnatee is or was a Member, the Indemnatee will forthwith give to the Company written notice of the claims or assertion of liability and request the Company to defend the same and any other related claims or assertions of liability that are included in the same complaint. Failure to so notify the Company will not relieve the Company of any liability which the Company might have to Indemnatee except to the extent that such failure actually prejudices the Company's legal position. The Company will have the obligation to defend against such claims or assertions and the Company will give written notice to the Indemnatee of acceptance of the defense of such claims and the name of the counsel selected by the Company to defend such claims. The Indemnatee will be entitled to participate with the Company in such defense and also will be entitled at its option (and expense) to employ separate counsel for such defense. In the event the Company does not accept the defense of the claim or in the event that the Company or its counsel fails to use reasonable care in maintaining such defense, the Indemnatee will have the right to employ counsel for such defense at the expense of the Company, if it is ultimately determined that the Company had a duty to defend. The Company and the Indemnatee will cooperate with each other in the defense of any such action and the relevant records of each will be made available to the other with respect to such defense. If, at the conclusion of any such proceedings, it is determined that the Indemnatee would not have been entitled to indemnification pursuant to this Section for such claims or assertions, then the Indemnatee shall immediately reimburse the Company for any costs and expenses paid by the Company, plus interest, to defend the Indemnatee pursuant to this Section.

10.1.3 No Indemnatee will be entitled to indemnification under this Section if it has entered into any settlement or compromise of any claim giving rise to any indemnifiable loss without the written consent of the Supermajority of the Members excluding the Indemnatee. If a bona fide settlement offer is made with respect to a claim and the Company desires to accept and agree to such offer, the Company will give written notice to the Indemnatee to that effect (the "Settlement Notice"). If the Indemnatee fails to consent to the settlement offer within ten (10) calendar days after receipt of the Settlement Notice, then the Indemnatee will be deemed to have rejected such settlement offer and will be responsible for continuing the defense of such claim and, in such event, the maximum liability of the Company as to such claim will not exceed the amount of such settlement offer plus any and all reasonable costs and expenses paid or incurred by the Indemnatee up to the date of

the Settlement Notice and which are otherwise the responsibility of the Company pursuant to this Section. If the Indemnatee rejects the settlement, and the Company or Members suffer any loss thereafter, the Indemnatee shall indemnify and hold harmless and defend the other Members and the Company from such loss. Loss shall be determined by comparing the proposed settlement with the net damages, costs and attorneys' fees ultimately suffered by the Members and the Company.

10.1.4 Any indemnification permitted under this Section shall be made only out of the assets of the Company and no Member shall be obligated to contribute to the capital of or loan funds to the Company to enable the Company to provide such indemnification.

10.1.5 The indemnification provided by this Section shall be in addition to any other rights to which each Indemnatee may be entitled, as a matter of law, as to action in the Indemnatee's capacity as a Member, shall continue as to an Indemnatee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns, administrators and personal representatives of the Indemnatee.

10.1.6 Except as otherwise provided in this Agreement, the Company may purchase and maintain insurance on behalf of any one or more Indemnitees if first approved by the Members. In no event may an Indemnatee subject a Member to personal liability by reason of the indemnification provisions of this Agreement.

10.1.7 The provisions of this Section are for the benefit of the Indemnitees and the heirs, successors, assigns, administrators and personal representatives of the Indemnitees and shall not be deemed to create any rights for the benefit of any other Persons.

## 10.2 Liability of Members.

10.2.1 The Members shall not be liable to the Company or to the other Members for errors in judgement or for any acts or omissions that do not constitute a breach of this Agreement per R.I. Gen. Laws § 7-16-23.

## 10.3 Insurance. Company shall maintain liability and property insurance.

# ARTICLE XI MISCELLANEOUS PROVISIONS

11.1 Complete Agreement/Integration. This Agreement and the Articles constitute the complete and exclusive statement of agreement among the parties with respect to the subject matter herein and therein and supersedes all prior written and oral agreements, representations, arrangements, understandings or statements pertaining thereto. No representation, statement, condition or warranty not contained in this Agreement or the Articles will be binding on the parties or have any force or effect whatsoever. To the extent that any provision of the Articles conflict with any

provision of this Agreement, this Agreement shall control.

11.2 Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members, and their respective successors and assigns.

11.3 No Third Party Beneficiaries. Except as expressly provided in the Act, nothing in this Agreement shall confer any rights or remedies under or by reason of this Agreement on any Persons other than the Members and any appointed Manager and their respective successors and assigns nor shall anything in this Agreement relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

11.4 Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition.

11.5 Pronouns; Statutory References. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the context in which they are used may require. Any reference to the Code, the Regulations, the Act, Corporations Code or other statutes or laws will include all amendments, modifications, or replacements of the specific sections and provisions concerned.

11.6 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

11.7 Interpretation. In the event any claim is made by any Member relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular Member or his or her counsel.

11.8 References to this Agreement. Numbered or lettered articles, sections and subsections contained herein refer to articles, sections and subsections of this Agreement unless otherwise expressly stated.

11.9 Jurisdiction. Each Member hereby consents to the exclusive jurisdiction of the state and federal courts sitting in Rhode Island in any action on a claim arising out of, under, or in connection with this Agreement or the transactions contemplated by this Agreement, provided such claim is not required to be arbitrated pursuant to Section 10.10. Each Member fully agrees that personal jurisdiction over him or her may be affected by service of process by registered or certified mail,



and that when so made shall be as if served upon him or her personally within the State of Rhode Island.

11.10 Arbitration. Any controversy between the parties arising out of this Agreement shall be submitted to the American Arbitration Association for binding arbitration in Rhode Island. The costs of the arbitration, including any American Arbitration Association administration fee, the arbitrator's fee, and costs for the use of facilities during the hearings, shall be borne equally by the parties to the arbitration. Attorneys' fees may be awarded to the prevailing or most prevailing party at the discretion of the arbitrator. The arbitrator shall not have any power to alter, amend, modify or change any of the terms of this Agreement, or to award punitive damages, or grant any remedy which is either prohibited by the terms of this Agreement, or not available in a court of law. The Arbitrator shall be a person generally knowledgeable about the ownership and operation of commercial real property.

11.11 Exhibits. All Exhibits attached to this Agreement are incorporated and shall be treated as if set forth herein.

11.12 Severability. If any provision of this Agreement or the application of such provision to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

11.13 Additional Documents and Acts. Each Member agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

11.14 Notices. Any notice to be given or to be served upon the Company or any Member in connection with this Agreement must be in writing (which may include facsimile) and will be deemed to have been given and received when either is personally delivered to the address specified by the party to receive the notice. On the date written notice is sent by registered or certified mail with return receipt requested, postage pre-paid, provided that a copy of said notice shall also be contemporaneously transmitted by facsimile. Such notices will be given to a Member or Managers (if so appointed) at the address specified in Exhibit A hereto. Any party may, at any time by giving five (5) days prior written notice to the other parties, designate any other address in substitution of the foregoing address to which such notice will be given.

11.15 Amendments. All amendments to this Agreement must be in writing and signed by all of the Members. In the absence of any opinion of counsel as to the effect thereof, no amendment to this Agreement or the Articles shall be made which violates the Act or is likely to cause the Company to be taxed as a corporation.



11.16 Reliance on Authority of Person Signing Agreement. If a Member is not a natural person, neither the Company nor any Member will (i) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such entity or to determine any fact or circumstances bearing upon the existence of the authority of such individual or (ii) be responsible for the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such entity.

11.17 No Interest in Company Property; Waiver of Action for Partition. No Member or Assignee has any interest in specific property of the Company. Without limiting the foregoing, each Member and Assignee irrevocably waives during the term of the Company any right that he, she or it may have to maintain any action for partition with respect to the property of the Company. All persons signing on behalf of any Member who is not a natural person warrants to the Company and other Members that he or she has the authority to sign and bind his or her principal and indemnify the other Members of the Company against any loss or damage caused by any lack of authority or power to do so.

11.18 Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

11.19 Attorney Fees. In the event that any dispute between the Company and the Members or among the Members should result in litigation or arbitration, the prevailing party in such dispute shall be entitled to recover from the other party all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment and an award of prejudgment interest from the date of the breach at the maximum rate of interest allowed by law. For the purposes of this Section attorney fees shall include, without limitation, fees incurred in the following: (i) post judgment motions; (ii) contempt proceedings; (iii) garnishment, levy, and debtor and third-party examinations; (iv) discovery; and (v) bankruptcy litigation. The prevailing party shall mean the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default or otherwise.

11.20 Time is of the Essence. All dates and times in this Agreement are of the essence.

11.21 Remedies Cumulative. The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any person may be lawfully entitled.

11.22 Consent of Spouse. Within ten (10) days after any individual becomes a Member or a Member marries, such Member shall have his or her spouse execute a consent substantially in the form attached to this Agreement.

11.23 Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Rhode Island, without regard to the principles of conflicts of law.

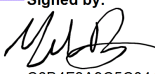
11.24 Invalidity of Provisions. If any provision of this Agreement is declared or found to be illegal, unenforceable or void, in whole or in part, then the parties shall be relieved of all obligations arising under such provision, but only to the extent that it is illegal, unenforceable or void, it being the intent and agreement of the parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objectives.

## ARTICLE XII COMPLIANCE WITH CANNABIS LAWS

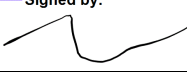
12.1 To the extent that any provision of this agreement, or part thereof, is or may be construed to be inconsistent with or in violation of the "Equity Share" requirements set forth by the CCC, such provision(s) shall be ineffective, unenforceable, and null and void.

All of the Members of East Bay Cannabis LLC, a Rhode Island Limited Liability Company, have executed this Agreement, effective as of the date written above.

### MEMBERS

Signed by:  
  
9/26/2025  
C6B4F3A9C5C044C...  
**MICHAEL BORGES**

DocuSigned by:  
Eric Powers  
9/26/2025  
9490B7BF7F6F46C...  
**ERIC POWERS**

Signed by:  
  
9/26/2025  
CD9837DEBD044D2...  
**STATE PROPERTIES LLC**  
**ZACHARY RIVERS**

# **EXHIBIT A** **MEMBERS, OWNERSHIP, AND CONTRIBUTIONS**

Member Name	Address	% Ownership	Capital Contribution	Profit Share	Voting Rights	Notes
Michael Borges	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Social Equity Member  Responsible for construction labor related to tenant improvements.
Eric Powers	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
State Properties LLC [REDACTED] owned by Zachary Rivers	PO Box 963 Bristol, RI 02809	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	

**Cover Page**

AUR Form 2 - Disclosure of Owners and Other Interest Holders

**Attachment A:**

Attach all organizational, governance documents,  
corporate bylaws, contractual agreements or similar

1. Line of Credit w/ Mitchell Lipari

**Interest Holders:**

Michael Borges

Mitchell Lipari (Lender)

## **DRAFT COMMERCIAL LINE OF CREDIT AGREEMENT AND NOTE**

**Agreement Effective Date:** September 25, 2025

Line of Credit Limit:	Draw Expiration Date:	Maturity Date:
\$ [REDACTED]	Borrower may borrow up to the line of credit limit through the Maturity Date.	September 30, 2030

**LINE OF CREDIT AGREEMENT AND NOTE.** This Commercial Line of Credit Agreement and Note will be referred to in this document as the “Agreement”.

**LENDER.** “Lender” means Mitchell Lipari, an individual.

**BORROWER.** “Borrower” means EAST BAY CANNABIS LLC, a Rhode Island limited liability company.

**PROMISE TO PAY.** For value received, receipt of which is hereby acknowledged, on or before the Maturity Date, the Borrower promises to pay the principal amount of [REDACTED] or such lesser amount as shall have been advanced by Lender to or on behalf of Borrower under this Agreement, and all interest and any other charges, to the order of Lender at its office at [REDACTED], or at such other place as Lender may designate in writing. The Borrower will make all payments in lawful money of the United States of America.

**PAYMENT SCHEDULE.** This Agreement will be paid according to the following required payment schedule: Beginning on the date of the first draw, monthly payments of accrued and unpaid interest. All payments received by the Lender from the Borrower for application to the Line of Credit may be applied to the Borrower’s obligations under the Line of Credit in such order as determined by the Lender.

**ADVANCES BY LENDER.** Borrower and Lender agree that Borrower may borrow up to the maximum amount of principal more than one time. Additional principal advances thereafter will be made to the Borrower subject to the following conditions:

- Advances of principal may be made under this Agreement, but Lender in its sole discretion, may refuse to make advances hereunder during any period(s) this Agreement is in default.
- Advances under this Agreement may be requested orally or in writing by the Borrower or by an authorized person.
- The total of any advance requested and unpaid principal cannot exceed [REDACTED].

All advances made will be charged to a loan account in Borrower's name on Lender's books, and the Lender shall debit such account the amount of each advance made to, and credit to such account the amount of each repayment made by Borrower. Lender shall provide to Borrower periodic statements of Borrower's loan account, which shall be deemed to be correct, accepted by, and binding upon Borrower unless Lender receives a written statement of exception from Borrower within ten (10) days after such statement is furnished.

**SUSPENSION AND TERMINATION.** Advances under this Agreement will be available on an ongoing basis for the duration of the term of this Agreement. The Maturity Date is the date the Line of Credit expires, the date the Line of Credit is cancelled by Borrower, or the date the Line of Credit is cancelled by Lender due to an occurrence of default, whichever is earlier.

**INTEREST RATE.** The fixed simple interest rate on this Agreement will be [REDACTED] per annum.

Nothing contained herein shall be construed as to require the Borrower to pay interest at a greater rate than the maximum allowed by law. If, however, from any circumstances, Borrower pays interest at a greater rate than the maximum allowed by law, the obligation to be fulfilled will be reduced to an amount computed at the highest rate of interest permissible under applicable law and if, for any reason whatsoever, Lender ever receives interest in an amount which would be deemed unlawful under applicable law, such interest shall be automatically applied to amounts owed, in Lender's sole discretion, or as otherwise allowed by applicable law.

**LATE PAYMENT CHARGE.** If any required payment is more than three (3) days late, then at Lender's option, Lender will assess a late payment charge of \$[REDACTED].

**LINE OF CREDIT TERMS.** This is an obligatory agreement. The Borrower and Lender agree that the Borrower may request an advance of all or part of the Line of Credit Limit if, at the time of the request, none of the following conditions exist.

- Maximum amount on this Agreement is outstanding.
- Undersigned has breached any of the terms, provisions, representations, requirements or promises contained in this Agreement or any other agreement noted below.
- The Agreement or any other agreement relating thereto is in default.
- Undersigned makes a request for an advance after the Maturity Date cited above.
- The Lender has deemed itself insecure or there has been a material adverse change of conditions.
- The Lender is precluded by law from making the advance.

**DEFAULT.** Upon the occurrence of any one of the following events (each, an "Event of Default" or "default" or "event of default"), Lender's obligations, if any, to make any advances will, at

Lender's option, immediately terminate and Lender, at its option, may declare all indebtedness of Borrower to Lender under this Agreement to be immediately due and payable without further notice of any kind notwithstanding anything to the contrary in this Agreement or any other agreement. (a) Borrower's failure to make any payment on time or in the amount due; (b) any default by Borrower under the terms of this Agreement; (c) any default by Borrower under the terms of any other loan agreement, security agreement, or other document in favor of Lender; (d) the death, dissolution, or termination of existence of Borrower; (e) Borrower is generally not paying Borrower's debts as such debts become due; (f) the commencement of any proceeding under bankruptcy or insolvency laws by or against Borrower or any guarantor or the appointment of a receiver; (g) any default under the terms of any other indebtedness of Borrower to any other creditor; (h) any part of Borrower's business is sold to or merged with any other business, individual, or entity.

**BORROWER'S WAIVER OF NOTICES; LENDER'S DELAY IS NOT A WAIVER.** To the extent permitted by law, the Borrower severally waives any required notice of presentment, demand, acceleration, intent to accelerate from Lender. No failure or delay on the part of Lender shall operate as a waiver of such power or right.

**SEVERABILITY.** If a court of competent jurisdiction determines any term or provision of this Agreement is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of this Agreement without invalidating the remainder of this Agreement.

**SURVIVAL.** The rights and privileges of the Lender hereunder shall inure to the benefits of its successors and assigns, and this Agreement shall be binding on all heirs, executors, administrators, assigns and successors of Borrower.

**ASSIGNABILITY.** Lender and Borrower agree not to assign this Agreement or any benefit accruing to it hereunder without the express written consent of the other Party.

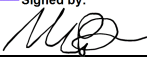
**ORAL AGREEMENTS DISCLAIMER.** This Agreement represents the final agreement between the parties with respect to the subject matter and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**GOVERNING LAW.** This Agreement is governed by the laws of the state of Rhode Island exclusive of its laws governing conflicts of law.

**HEADING AND GENDER.** The headings preceding text in this Agreement are for general convenience in identifying subject matter, but have no limiting impact on the text which follows any particular heading. All words used in this Agreement shall be construed to be of such gender or number as the circumstances require.

By signing this Agreement, the Parties acknowledge reading, understanding, and agreeing to all its provisions and receipt thereof.

**BORROWER: EAST BAY CANNABIS LLC**

Signed by:  
  
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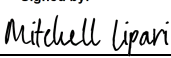
9/26/2025

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By: Michael Borges

Date

**LENDER: MITCHELL LIPARI**

Signed by:  
  
C2A2F947C2AC43B...

9/26/2025

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By: Mitchell Lipari

Date



**Cover Page**

AUR Form 2 - Disclosure of Owners and Other Interest Holders

**Attachment B:**

Attach an organizational chart

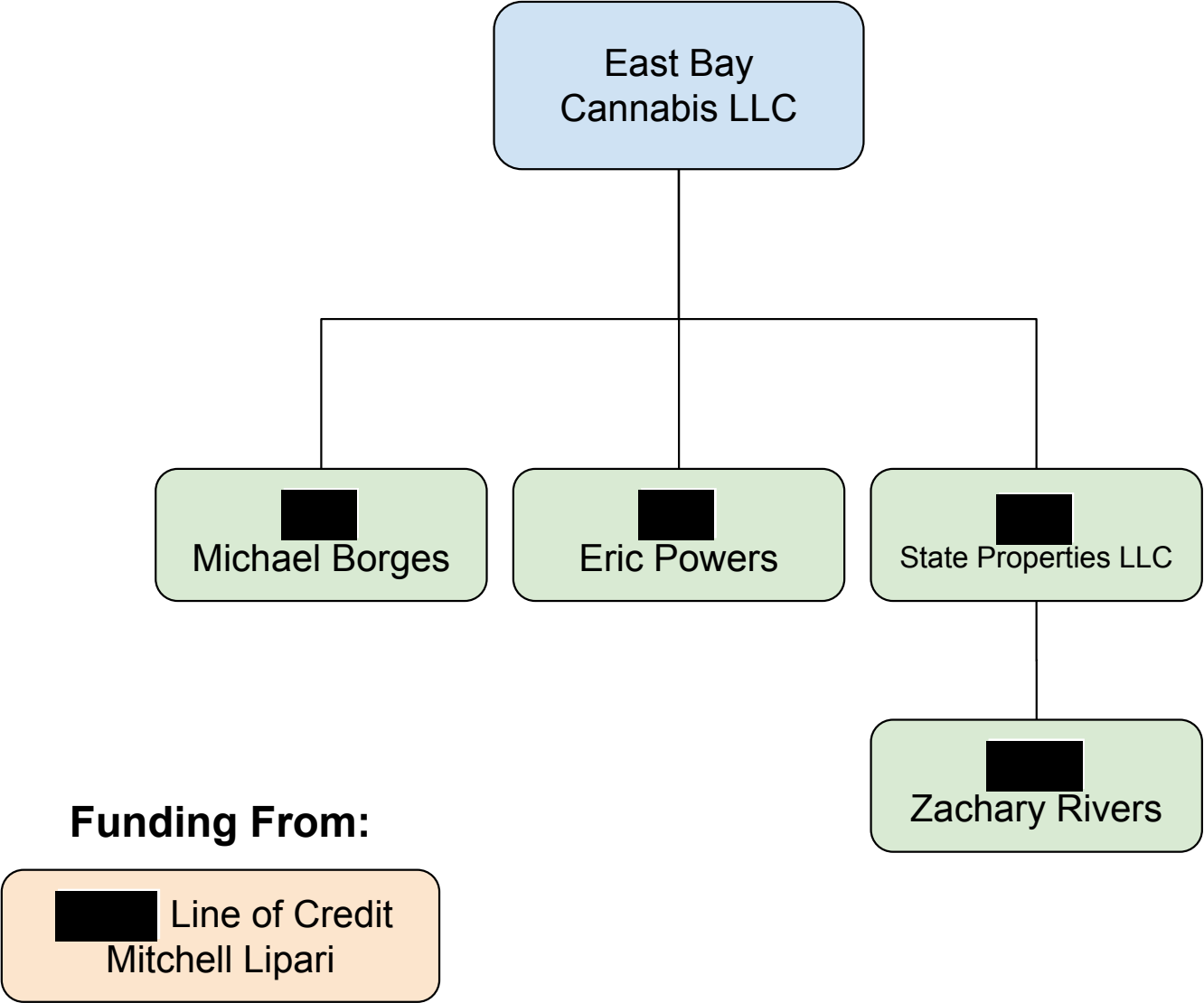
1. Organizational Chart

**Interest Holders:**

Michael Borges

Mitchell Lipari (Lender)

# East Bay Cannabis LLC Organizational/Ownership Chart



**Cover Page**

AUR Form 2 - Disclosure of Owners and Other Interest Holders

**Attachment 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.

1. List Attached

**Interest Holders:**

Michael Borges

Mitchell Lipari (Lender)

AUR Form 2: Section IV  
Attachment 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.

East Bay Cannabis LLC

Name	Effective Ownership Percentage	Dollar Amount of each Interest Holder’s Interest
Michael Borges		\$
Eric Powers		\$
Zachary Rivers		\$
Mitchell Lipari		\$

## **Cover Page**

### **AUR Form 2 - Disclosure of Owners and Other Interest Holders**

#### **Attachment 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.

1. List Attached

#### **Interest Holders:**

Michael Borges

Mitchell Lipari (Lender)

AUR Form 2: Section IV  
Attachment 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.

East Bay Cannabis LLC

<b>Name</b>	<b>Dollar Amount of Annual Compensation</b>
Michael Borges	\$ [REDACTED]
Eric Powers	\$ [REDACTED]
Zachary Rivers	\$ [REDACTED]



## 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>		

[cccinquiry@ccc.ri.gov](mailto:cccinquiry@ccc.ri.gov)





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.

Signed by:  


Signature of Authorized Signatory

12/26/2025

Date

Michael Borges

Printed Name:

Print Title: Member

Print Name of Applicant: East Bay Cannabis LLC



## 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.

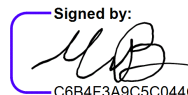
State & Name of Agency	Type of License	Name of Licensee	License or Registration #
See attachment.			

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.

Signed by:  
  
 C6B4F3A9C5C044C...

Signature of Authorized Signatory

12/26/2025

Date

Michael Borges

Printed Name:

Print Title: Member

**Print Name of Applicant: East Bay Cannabis LLC**

**Cover Page**

**AUR Form 4 - Business License Identification Form**

**Attachment:**

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

1. Business License Identification Form

**Interest Holders:**

Michael Borges

Mitchell Lipari (Lender)

**Attachment to AUR Form 4 – Business License Identification Form**

<b>State &amp; Name of Agency</b>	<b>Type of License</b>	<b>Name of Licensee</b>	<b>License or Registration #</b>
California Department of Cannabis Control	Type 10: storefront retailer	MOM SLO LLC	C10-0000728-LIC
California Department of Cannabis Control	Type 10: storefront retailer	MOM GO LLC	C10-0001389-LIC
California Department of Cannabis Control	Type 10: storefront retailer	MOM EC LLC	C10-0001176-LIC
California Department of Cannabis Control	Type 10: storefront retailer	MOM SY LLC	C10-0001242-LIC
California Department of Cannabis Control	Type 10: storefront retailer	MOM WEHO LLC	C10-0001049-LIC
New Jersey Cannabis Regulatory Commission	Annual Class 5 Cannabis Retailer (pre-operational)	MOM New Jersey LLC	Not Applicable
California Department of Cannabis Control	Cultivation – Medium Outdoor	Red Truck Management LLC	CCL20-0000232
California Department of Cannabis Control	Cultivation - Small Outdoor	Red Truck Management LLC	CCL20-0000389
California Department of Cannabis Control	Cultivation - Small Outdoor	Red Truck Management LLC	CCL20-0000390
California Department of Cannabis Control	Cultivation - Small Outdoor	Red Truck Management LLC	CCL20-0000391
California Department of Cannabis Control	Cultivation - Small Outdoor	Red Truck Management LLC	CCL20-0000392
California Department of Cannabis Control	Cultivation - Small Outdoor	Red Truck Management LLC	CCL20-0000393
California Department of Cannabis Control	Cultivation - Small Mixed Light Tier 1	Red Truck Management LLC	CCL19-0001238