





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

1	APPLICANT NAME (legal name, and any d/b/a name(s), if applicable)	Greenhouse Dispensary Inc. You must attach the following documents to this Form: <ul style="list-style-type: none"> Articles of Incorporation filed with RI Secretary of State (SOS) Certificate of Good Standing from the RI SOS Evidence of filing a Fictitious Business Name Statement with the SOS, if applicable
	APPLICATION ZONE#	5 (Note separate applications and application fees are required to apply in multiple zones)
2	BUSINESS STREET ADDRESS	711 Kingstown Rd.,
3	CITY, STATE, ZIP	South Kingstown, RI 02879
4	STREET ADDRESS OF PROPOSED LICENSED PREMISES FOR RETAIL SALES OF CANNABIS	711 Kingstown Rd.
5	CITY, STATE, ZIP	South Kingstown, RI 02879
6	PLAT#/LOT# OF PROPOSED LICENSED PREMISES FOR RETAIL SALES OF CANNABIS	A.P. 57-2, 76

7	SQUARE FOOTAGE OF PROPOSED FACILITY FOR RETAIL SALES OF CANNABIS	2,225 SF
8	FEIN: (Federal Employer Identification Number)	
9	TELEPHONE NUMBER	AREA CODE NUMBER EXTENSION <u>(401) 447 - 7391</u> Ext. _____
11	TOLL FREE NUMBER (if not applicable, put "N/A")	AREA CODE NUMBER EXTENSION <u>() - Ext. _____</u>
12	COMPLIANCE OFFICER Identification and Contact Information	<p>The Applicant must appoint a Compliance Officer to whom information, notices, and documents will be sent. The Commission reserves the right to contact and/or send notices and other correspondence to the Applicant by email and/or post mail. It is the Applicant's responsibility to ensure that the Compliance Officer information is correct and up to date at all times following application and throughout licensure.</p>
	Name:	Michael Watkins
	Title:	Director and Compliance Officer
	Mailing Address:	
	Email Address:	
	Phone Number	 Ext. _____ AREA CODE NUMBER EXTENSION



TAXPAYER STATUS

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

PLEASE CHECK ONE BOX BELOW OR APPLICATION WILL BE CONSIDERED INCOMPLETE

☒ I hereby declare, under penalty of perjury, that I have filed all required state tax returns and have paid all taxes owed.

☐ I have entered a written installment agreement to pay delinquent taxes that is satisfactory to the Tax Administrator.

☐ I am currently pursuing administrative review of taxes owed to the state.

☐ I am in federal bankruptcy. (Case # _____)

☐ I am in state receivership. (Case # _____)

☐ I have been discharged from Bankruptcy. (Case # _____)

Greenhouse Dispensary, Inc.

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

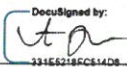
The undersigned attests that the Applicant understands and will adhere to all requirements of the Act and the Regulations, including but not limited to those listed above, and that the undersigned has the authority to bind the Applicant to all such requirements.

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:

DocuSigned by:

331E9218FC614D6

DATE:

12/19/2025

Print Name: Kenneth Tetzner

Print Title: President and Director

Greenhouse Dispensary Inc.

AUR Form 1

Exhibits

- **Articles of Incorporation**
- **Certificate of Good Standing**



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

Fee: \$230.00

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

**Business Corporation
Articles of Incorporation**

(Chapter 7-1.2- of the General Laws of Rhode Island, 1956, as amended)

ARTICLE I

The name of the corporation is Greenhouse Dispensary Inc.

☒ This is a close corporation pursuant to § 7-1.2-1701 of the General Laws, 1956, as amended. (Uncheck if inapplicable.)

ARTICLE II

The total number of shares which the corporation has authority to issue is:
(Unless otherwise stated all authorized shares are deemed to have a nominal or par value of \$0.01 per share.)

Class of Stock	Par Value Per Share	Total Authorized Shares <i>Number of Shares</i>
CNP	\$0.0000	600.00

A statement of all or any of the designations and the powers, preferences, and rights, including voting rights, and the qualifications, limitations, or restrictions of them, which are permitted by the provisions of Chapter 7-1.2 of the General Laws, 1956, as amended, in respect of any class or classes of shares of the corporation and the fixing of which by the articles of association is desired, and an express grant of the authority as it may then be desired to grant to the board of directors to fix by vote or votes any of them that may be desired but which is not fixed by the articles:
NONE.

ARTICLE III

The street address (post office boxes are not acceptable) of the initial registered office of the corporation is:

No. and Street: 133 OLD TOWER HILL RD.
SUITE ONE

City or Town: WAKEFIELD

State: RI

Zip: 02879

The name of its initial registered agent at such address is KENYON LAW ASSOCIATES, LLP

ARTICLE IV

The corporation has the purpose of engaging in any lawful business, and shall have perpetual existence until dissolved or terminated in accordance with Chapter 7-1.2.



ARTICLE V

Additional provisions, if any, not inconsistent with Chapter 7-1.2 which the incorporators elect to have set forth in these Articles of Incorporation:

N/A

ARTICLE VI

The name and address of the each incorporator is:

Title	Individual Name First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Country
INCORPORATOR	KENNETH J. TETZNER	
INCORPORATOR	MICHAEL WATKINS	

ARTICLE VII

These Articles of Incorporation shall be effective upon filing unless a specified date is provided which shall be no later than the 90th day after the date of this filing.

Later Effective Date:

Signed this 15 Day of September, 2025 at 11:21:39 AM by the incorporator(s). *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 corporation, and that the facts stated herein are true, as of the date of the electronic filing, in compliance with R.I. Gen. Laws § 7-1.2.*

 KENNETH J. TETZNER
 MICHAEL WATKINS

Form No. 100
Revised 09/07

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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 15, 2025 11:20 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





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:

Greenhouse Dispensary Inc.

is a Rhode Island Business Corporation organized on **September 15, 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 corporation is active and in good standing with this office.

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



SIGNED and SEALED on

December 18, 2025

Secretary of State

Certificate Number: 25120107990

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

Processed by: dzainyeh

AUR FORM 2 – Disclosure of Owners and Other Interest Holders

Name of Applicant: Greenhouse Dispensary, Inc.

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 Kenneth Tetzner		SSN/FEIN [REDACTED]	DOB [REDACTED]	Email Address [REDACTED]@com
Address (residence if person; business address if entity) [REDACTED]	City [REDACTED]	State RI	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 Greenhouse Dispensary Inc., President and Director		Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.) [REDACTED]		Ownership interest in applicant . [REDACTED]
Name of person or entity Michael Watkins		SSN/FEIN [REDACTED]	DOB [REDACTED]	Email Address [REDACTED]@1
Address (residence if person; business address if entity) [REDACTED]	City [REDACTED]	State RI	ZIP [REDACTED]	Address (residence if person; business address if entity) [REDACTED]
Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title Greenhouse Dispensary Inc., Director and Compliance Officer		Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.) [REDACTED]		Ownership interest in applicant . [REDACTED]
Name of person or entity Daniel Abedon		SSN/FEIN [REDACTED]	DOB [REDACTED]	Email Address [REDACTED]
Address (residence if person; business address if entity) [REDACTED]	City [REDACTED]	State RI	ZIP [REDACTED]	Address (residence if person; business address if entity) [REDACTED]

Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title Greenhouse Dispensary Inc., Director		Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.) [REDACTED]		Ownership interest in applicant . [REDACTED]	
Name of person or entity Daniel Sbrega		SSN/FEIN [REDACTED]		DOB [REDACTED] Email Address [REDACTED]	
Address (residence if person; business address if entity) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Address (residence if person; business address if entity) [REDACTED]
Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title Greenhouse Dispensary Inc., Director		Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.) [REDACTED]		Ownership interest in applicant . [REDACTED]	
Name of person or entity Edward W. Burman III		SSN/FEIN [REDACTED]		DOB [REDACTED] Email Address [REDACTED]	
Address (residence if person; business address if entity) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Address (residence if person; business address if entity) [REDACTED]
Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title Greenhouse Dispensary Inc.		Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.) [REDACTED]		Ownership interest in applicant . [REDACTED]	
Name of person or entity Dale DeJoy		SSN/FEIN [REDACTED]		DOB [REDACTED] Email Address [REDACTED]	
Address (residence if person; business address if entity) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Address (residence if person; business address if entity) [REDACTED]
Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title Greenhouse Dispensary, Inc.		Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.) [REDACTED]		Ownership interest in applicant . [REDACTED]	
Name of person or entity		SSN/FEIN		DOB Email Address	
Address (residence if person; business address if entity)		City	State	ZIP	Address (residence if person; business address if entity)
Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title		Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.)		Ownership interest in applicant .	
<p>B. LIST ALL OFFICERS, DIRECTORS, MANAGERS, MEMBERS OR AGENTS OF APPLICANT AND ANY OTHER ENTITIES DESCRIBED IN SECTION A.</p> <p>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</p>					
Name of person or entity Kenneth Tetzner		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) Greenhouse Dispensary Inc.		List your title or role, with respect to the entity listed in the preceding box. Director, President, Treasurer		List your title or role, if any, with respect to the Applicant Director, President, Treasurer	
Name of person or entity Michael Watkins		SSN/FEIN [REDACTED]		DOB [REDACTED] Email [REDACTED]	

Address (residence if person; business address if entity)		City	State	ZIP	Address (residence if person; business address if entity)	
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) Greenhouse Dispensary Inc.		List your title or role, with respect to the entity listed in the preceding box. Director, Vice President, Secretary, Compliance Officer			List your title or role, if any, with respect to the Applicant Director, Vice President, Secretary, Compliance Officer	
Name of person or entity Daniel Abedon		SSN/FEIN		DOB	Email	
Address (residence if person; business address if entity)		City	State	ZIP	Address (residence if person; business address if entity)	
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) Greenhouse Dispensary Inc.		List your title or role, with respect to the entity listed in the preceding box. Director			List your title or role, if any, with respect to the Applicant Director	
Name of person or entity		SSN/FEIN		DOB	Email	
Address (residence if person; business address if entity)		City	State	ZIP	Address (residence if person; business address if entity)	
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary)		List your title or role, with respect to the entity listed in the preceding box.			List your title or role, if any, with respect to the Applicant	
Name of person or entity		SSN/FEIN		DOB	Email	
Address (residence if person; business address if entity)		City	State	ZIP	Address (residence if person; business address if entity)	
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary)		List your title or role, with respect to the entity listed in the preceding box.			List your title or role, if any, with respect to the Applicant	
<p>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).</p> <p>To the extent that any such Interest Holder is an entity (corporation, partnership, LLC, <i>etc.</i>), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level.</p>						
Name of person or entity Kenneth Tetzner		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) Greenhouse Dispensary Inc.		List your title or role, if any, with respect to the entity listed in the preceding box. Director, President, Treasurer				



Name of person or entity Michael Watkins		SSN/FEIN [REDACTED]		DOB [REDACTED]	Email [REDACTED]
Address (residence if person; business address if entity) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Address (residence if person; business address if entity) [REDACTED]
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) Greenhouse Dispensary Inc.		List your title or role, if any, with respect to the entity listed in the preceding box. Director, Vice President, Secretary, Compliance Officer			
Name of person or entity Daniel Abedon		SSN/FEIN [REDACTED]		DOB [REDACTED]	Email [REDACTED]
Address (residence if person; business address if entity) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Address (residence if person; business address if entity) [REDACTED]
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) Greenhouse Dispensary Inc.		List your title or role, if any, with respect to the entity listed in the preceding box. Director			
Name of person or entity		SSN/FEIN		DOB	Email
Address (residence if person; business address if entity)		City	State	ZIP	Address (residence if person; business address if entity)
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	Address (residence if person; business address if entity)
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	Address (residence if person; business address if entity)
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary)		List your title or role, if any, with respect to the entity listed in the preceding box.			
D. LIST ALL INVESTORS OR OTHER PERSONS OR ENTITIES WHO HAVE ANY FINANCIAL INTEREST WITH RESPECT TO APPLICANT, ANY OTHER ENTITIES DESCRIBED IN SECTIONS A, B OR C, ITS OPERATIONS, THE LICENSE, AND/OR LICENSED FACILITIES (WHETHER THEY HAVE AN OWNERSHIP INTEREST OR NOT).					
<p>To the extent that any such Interest Holder is an entity (corporation, partnership, LLC, <i>etc.</i>), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level.</p>					
Name of person or entity Daniel Abedon		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) Greenhouse Dispensary Inc.		Describe the financial interest in entity listed in preceding box [REDACTED]		Describe the financial interest in <u>Applicant</u> , if different [REDACTED]	

Name of person or entity Daniel Sbrega		SSN/FEIN [REDACTED]		DOB [REDACTED]	Email [REDACTED]
Address (residence if person; business address if entity) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Address (residence if person; business address if entity) [REDACTED]	
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) Greenhouse Dispensary Inc.		Describe the financial interest in entity listed in preceding box [REDACTED]		Describe the financial interest in Applicant , if different [REDACTED]	
Name of person or entity Edward Burman III		SSN/FEIN [REDACTED]		DOB [REDACTED]	Email [REDACTED]
Address (residence if person; business address if entity) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Address (residence if person; business address if entity) [REDACTED]	
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) Greenhouse Dispensary Inc.		Describe the financial interest in entity listed in preceding box [REDACTED]		Describe the financial interest in Applicant , if different [REDACTED]	
Name of person or entity Dale DeJoy		SSN/FEIN [REDACTED]		DOB [REDACTED]	Email [REDACTED]
Address (residence if person; business address if entity) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Address (residence if person; business address if entity) \	
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) Greenhouse Dispensary Inc.		Describe the financial interest in entity listed in preceding box [REDACTED]		Describe the financial interest in Applicant , if different [REDACTED]	
Name of person or entity		SSN/FEIN		DOB	Email
Address (residence if person; business address if entity)	City	State	ZIP	Address (residence if person; business address if entity)	
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary)		Describe the financial interest in entity listed in preceding box		Describe the financial interest in Applicant , if different	
Name of person or entity		SSN/FEIN		DOB	Email
Address (residence if person; business address if entity)	City	State	ZIP	Address (residence if person; business address if entity)	
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary)		Describe the financial interest in entity listed in preceding box		Describe the financial interest in Applicant , if different	
E. LIST ALL PERSONS OR ENTITIES THAT HOLD INTEREST(S) ARISING UNDER SHARED MANAGEMENT COMPANIES, MANAGEMENT AGREEMENTS, OR OTHER AGREEMENTS THAT AFFORD THIRD-PARTY MANAGEMENT OR OPERATIONAL CONTROL WITH RESPECT TO APPLICANT, ITS OPERATIONS, THE LICENSE AND/OR THE LICENSED FACILITIES.					
To the extent that any such Interest Holder is an entity (corporation, partnership, LLC, etc.), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level.					
Name of person or entity None		SSN/FEIN		DOB	Email

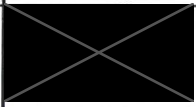













Address (residence if person; business address if entity)		City	State	ZIP	Phone Number
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary)			Describe the management or operational role or interest		
Name of person or entity		SSN/FEIN		DOB	Email
Address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

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
III Edward Burman						
Dale DeJoy						

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:

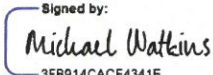
(A) With respect to Applicant, all persons and entities that:

- (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:

3EB914CACE4341E

Signature of Authorized Signatory

12/24/2025

Date

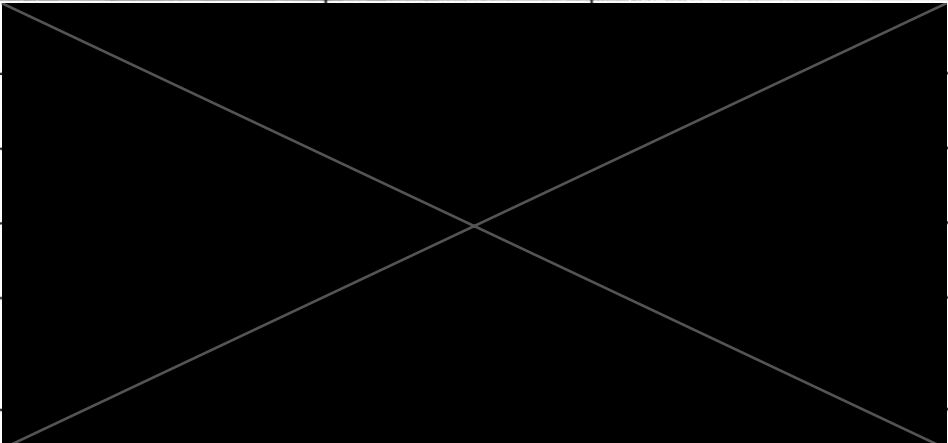
Michael Watkins

Printed Name
Print Title: Director, Vice President, Secretary, Compliance Officer
Print Name of Applicant: Greenhouse Dispensary Inc.

FORM 2 – SECTION IV
Items C and D

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.

Interest Holder	Effective Ownership Percentage	Dollar amount of each Interest Holder's Interest	Dollar amount of Annual Compensation/remuneration paid/to be paid
Kenneth Tetzner			
Michael Watkins			
Daniel Abedon			
Daniel Sbrega			
Edward W. Burman III			
Dale DeJoy			

Greenhouse Dispensary Inc.

AUR Form 2

Exhibit

Bylaws

BY-LAWS
OF
GREENHOUSE DISPENSARY INC.
ARTICLE I - OFFICES

The office of the Corporation shall be located in the Town and State designated in the Articles of Incorporation. The Corporation may also maintain offices at such other places within or without the United States as the Board of Directors may, from time to time, determine.

ARTICLE II - MEETING OF SHAREHOLDERS

Section 1 - Annual Meetings:

The annual meeting of the shareholders of the Corporation shall be held on the 31st day of January in each year, beginning with the year 2026 for the purpose of electing directors, and transacting such other business as may properly come before the meeting.

Section 2 - Special Meetings:

Special meetings of the shareholders may be called at any time by the Board of Directors or by the President, and shall be called by the President or the Secretary at the written request of the holders of ten per cent (10%) of the shares then outstanding and entitled to vote thereat, or as otherwise required under the provisions of the Laws of the State of Rhode Island.

Section 3 - Place of Meetings:

All meetings of shareholders shall be held at the principal office of the Corporation, or at such other places as shall be designated in the notices or waivers of notice of such meetings.

Section 4 - Notice of Meetings:

(a) Written notice of each meeting of shareholders, whether annual or special, stating the time when and place where it is to be held, shall be served either personally or by mail, not less than ten or more than fifty days before the meeting, upon each shareholder of record entitled to vote at such meeting, and to any other shareholder to whom the giving of notice may be required by law. Notice of a special meeting shall also state the purpose or purposes for which the meeting is called, and shall indicate that it is being issued by, or at the direction of, the person or persons calling the meeting. If, at any meeting, action is proposed to be taken that would, if taken, entitle shareholders to receive payment for their shares pursuant to the Business Corporation Act, the notice of such meeting shall include a statement of that purpose and to that effect. If mailed, such notice shall be directed to each such shareholder at his address, as it appears on the records of the shareholders of the Corporation, unless he shall have previously filed with the Secretary of

the Corporation a written request that notices intended for him be mailed to some other address, in which case, it shall be mailed to the address designated in such request.

(b) Notice of any meeting need not be given to any person who may become a shareholder of record after the mailing of such notice and prior to the meeting, or to any shareholder who attends such meeting, in person or by proxy, or to any shareholder who, in person or by proxy, submits a signed waiver of notice either before or after such meeting. Notice of any adjourned meeting of shareholders need not be given, unless otherwise required by statute.

Section 5 - Quorum:

(a) Except as otherwise provided herein, or by statute, or in the Articles of Incorporation (such Articles and any amendments thereof being hereinafter collectively referred to as the "Articles of Incorporation"), at all meetings of shareholders of the Corporation, the presence at the commencement of such meetings in person or by proxy of shareholders holding of record a majority of the total number of shares of the Corporation then issued and outstanding and entitled to vote, shall be necessary and sufficient to constitute a quorum for the transaction of any business. The withdrawal of any shareholder after the commencement of a meeting shall have no effect on the existence of a quorum, after a quorum has been established at such meeting.

(b) Despite the absence of a quorum at any annual or special meeting of shareholders, the shareholders, by a majority of the votes cast by the holders of shares entitled to vote thereon, may adjourn the meeting. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called if a quorum had been present.

Section 6 - Voting:

(a) Except as otherwise provided by statute or by the Articles of Incorporation, any corporate action, other than the election of directors to be taken by vote of the shareholders, shall be authorized by a majority of votes cast at a meeting of shareholders by the holders of shares entitled to vote thereon.

(b) Except as otherwise provided by statute or by the Articles of Incorporation, at each meeting of shareholders, each holder of record of shares of the Corporation entitled to vote thereat, shall be entitled to one vote for each share registered in his name on the books of the corporation.

(c) Each shareholder entitled to vote or to express consent or dissent without a meeting, may do so by proxy; provided, however, that the instrument authorizing such proxy to act shall have been executed in writing by the shareholder himself, or by his attorney-in-fact thereunto duly authorized in writing. No proxy shall be valid after the expiration of eleven months from the date of its execution, unless the persons executing it shall have specified therein the length of time it is to continue in force. Such instrument shall be exhibited to the Secretary at the meeting and shall be filed with the records of the Corporation.

(d) Any resolution in writing, signed by all of the shareholders entitled to vote thereon, shall be and constitute action by such shareholders to the effect therein expressed, with the same force and effect as if the same had been duly passed by unanimous vote at a duly called meeting of shareholders and such resolution so signed shall be inserted in the Minute Book of the Corporation under its proper date.

Section 7 - First Right of Refusal.

This corporation shall have the right, in case of the sale of stock by a Stockholder, to purchase said stock at the lowest price at which said Stockholder is willing to sell before the same shall be sold by him to any other party; provide, however, that said corporation shall exercise its right to purchase within thirty (30) days after the Stockholder shall have notified it in writing of his desire to sell said shares and the price at which he will sell, and if the corporation shall decide to purchase said shares, such Stockholder shall, upon the tender of the price thereof, transfer to the corporation his shares so sold, and if the corporation shall not elect to purchase said shares within thirty (30) days, then such Stockholder may, at any time within thirty (30) days after the expiration of said thirty (30) days, sell said shares to any other party, but at not less than the price at which the same was offered to this corporation.

ARTICLE III - BOARD OF DIRECTORS

Section 1 - Number, Election and Term of Office:

(a) The number of the directors of the Corporation shall be Two (2) unless and until otherwise determined by vote of a majority of the entire Board of Directors.

(b) Except as may otherwise be provided herein or in the Articles of Incorporation, the members of the Board of Directors of the Corporation, who need not be shareholders, shall be elected by a majority of the votes cast at a meeting of shareholders, by the holders of shares entitled to vote in the election.

(c) Each director shall hold office until the annual meeting of the shareholders next succeeding his election, and until his successor is elected and qualified, or until his prior death, resignation or removal.

Section 2 - Duties and Powers:

The Board of Directors shall be responsible for the control and management of the affairs, property and interests of the Corporation, and may exercise all powers of the Corporation, except as are in the Articles of Incorporation or by statute expressly conferred upon or reserved to the shareholders.

Section 3 - Annual and Regular Meetings: Notice:

(a) A regular annual meeting of the Board of Directors shall be held immediately following the annual meeting of the shareholders at the place of such annual meeting of shareholders.

(b) The Board of Directors, from time to time, may provide by resolution for the holding of other regular meetings of the Board of Directors, and may fix the time and place thereof.

(c) Notice of any regular meeting of the Board of Directors shall not be required to be given, and, if given, need not specify the purpose of the meeting; provided, however, that in case the Board of Directors shall fix or change the time or place of any regular meeting, notice of such action shall be given to each director who shall not have been present at the meeting at which such action was taken within the time limited, and in the manner set forth in paragraph (b) of Section 4 of this Article III, with respect to special meetings, unless such notice shall be waived in the manner set forth in paragraph (c) of such Section 4.

Section 4 - Special Meetings: Notice:

(a) Special Meetings of the Board of Directors shall be held whenever called by the President or by one of the directors, at such time and place as may be specified in the respective notices or waivers of notice thereof.

(b) Notice of special meetings shall be mailed directly to each director, addressed to him at his residence or usual place of business, at least two (2) days before the day on which the meeting is to be held, or shall be sent to him at such place by telegram, fax or E-mail, or shall be delivered to him personally or given to him orally, not later than the day before the day on which the meeting is to be held. A notice, or waiver of notice, except as required by Section 8 of this Article III, need not specify the purpose of the meeting.

(c) Notice of any special meeting shall not be required to be given to any director who shall attend such meeting without protesting prior thereto or at its commencement, the lack of notice to him, or who submits a signed waiver of notice, whether before or after the meeting. Notice of any adjourned meeting shall not be required to be given.

Section 5 - Chairman:

At all meetings of the Board of Directors the Chairman of the Board, if any and if present, shall preside. If there shall be no Chairman, or he shall be absent, then the President shall preside, and in his absence, a Chairman chosen by the Directors shall preside.

Section 6 - Quorum and Adjournments:

(a) At all meetings of the Board of Directors, the presence of a majority of the entire Board shall be necessary and sufficient to constitute a quorum for the transaction of business, except as otherwise provided by law, by the Articles of Incorporation, or by these By-Laws.

(b) A majority of the directors present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time without notice, until a quorum shall be present.

Section 7 - Manner of Acting:

(A) At all meetings of the Board of Directors, each director present shall have one vote, irrespective of the number of shares of stock, if any, which he may hold.

(b) Except as otherwise provided by statute, by the Articles of Incorporation, or these By-Laws, the action of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. Any action authorized in writing, by all of the directors entitled to vote thereon and filed with the minutes of the Corporation shall be the act of the Board of Directors with the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the Board.

Section 8 - Vacancies:

Any vacancy in the Board of Directors occurring by reason of an increase in the number of directors, or by reason of the death, resignation, disqualification, removal (unless a vacancy created by the removal of a director by the shareholders shall be filled by the shareholders at the meeting at which the removal was effected) or inability to act of any director, or otherwise, shall be filled for the unexpired portion of the term by a majority vote of the remaining directors, though less than a quorum, at any regular meeting or special meeting of the Board of Directors called for that purpose.

Section 9 - Resignation:

Any director may resign at any time by giving written notice to the Board of Directors, the President or the Secretary of the Corporation. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board of Directors or such officer, and the acceptance of such resignation shall not be necessary to make it effective.

Section 10 - Removal:

Any director may be removed without cause at any time by the shareholders, at a special meeting of the shareholders called for that purpose, and may be removed for cause by action of the Board.

Section 11 - Salary:

No stated salary shall be paid to directors, as such, for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; provided, however, that nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 12 - Contracts:

(a) No contract or other transaction between this Corporation and any other Corporation shall be impaired, affected or invalidated nor shall any director be liable in any way by reason of the fact

that any one or more of the directors of this Corporation is or are interested in, or is a director or officer, or are directors or officers of such other Corporation, provided that such facts are disclosed or made known to the Board of Directors.

(b) Any director, personally and individually, may be a party to or may be interested in any contract or transaction of this Corporation, and no director shall be liable in any way by reason or such interest, provided that the fact of such interest be disclosed or made known to the Board of Directors, and provided that the Board of Directors shall authorize, approve or ratify such contract or transaction by the vote (not counting the vote of any such director) of a majority of a quorum, notwithstanding the presence of any such director at the meeting at which such action is taken. Such director or directors may be counted in determining the presence of a quorum at such meeting. This Section shall not be construed to impair or invalidate or in any way affect any contract or other transaction which would otherwise be valid under the law (common, statutory or otherwise) applicable thereto.

Section 13 - Committees:

The Board of Directors, by resolution adopted by a majority of the entire Board, may from time to time designate from among its members an executive committee and such other committees, and alternate members thereof, as they deem desirable, each consisting of two or more members, with such powers and authority (to the extent permitted by law) as may be provided in such resolution. Each such committee shall serve at the pleasure of the Board.

ARTICLE IV - OFFICERS

Section 1 - Number, Qualifications, Election and Term of Office:

(a) The officers of the Corporation shall consist of a President, a Secretary, a Treasurer, and such other officers, including a Chairman of the Board of Directors, and one or more Vice-Presidents, as the Board of Directors may from time to time deem advisable. Any officer other than the Chairman of the Board of Directors may be, but is not required to be, a director of the Corporation. Any two or more offices may be held by the same person.

(b) The officers of the Corporation shall be elected by the Board of Directors at the regular annual meeting of the Board following the annual meeting of shareholders.

(c) Each officer shall hold office until the annual meeting of the Board of Directors next succeeding his election, and until his successor shall have been elected and qualified, or until his death, resignation or removal.

Section 2 - Resignation:

Any officer may resign at any time by giving written notice of such resignation to the Board of Directors, or to the President or the Secretary of the Corporation. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board of

Directors or by such officer, and the acceptance of such resignation shall not be necessary to make it effective.

Section 3 - Removal:

Any officer may be removed, either with or without cause, and a successor elected by the Board at any time.

Section 4 - Vacancies:

A vacancy in any office by reason of death, resignation, inability to act, disqualification, or any other cause, may at any time be filled for the unexpired portion of the term by the Board of Directors.

Section 5 - Duties of Officers:

Officers of the Corporation shall, unless otherwise provided by the Board of Directors, each have such powers and duties as generally pertain to their respective offices as well as such powers and duties as may be set forth in these By-Laws, or may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Corporation.

Section 6 - Sureties and Bonds:

In case the Board of Directors shall so require, any officer, employee or agent of the Corporation shall execute to the Corporation a bond in such sum, and with sum surety or sureties as the Board of Directors may direct, conditioned upon the faithful performance of his duties to the Corporation, including responsibility for negligence and for the accounting for all property, funds or securities of the Corporation which may come into his hands.

Section 7 - Shares of Other Corporations:

Whenever the Corporation is the holder of shares of any other corporation, any right or power of the Corporation as such shareholder (including the attendance, acting and voting at shareholders' meetings and execution of waivers, consents, proxies or other instruments) may be exercised on behalf of the Corporation by the President, any Vice President, or such other person as the Board of Directors may authorize.

ARTICLE V - SHARES OF STOCK

Section 1 - Certificate of Stock:

- (a) The certificates representing shares of the Corporation shall be in such form as shall be adopted by the Board of Directors, and shall be numbered and registered in the order issued. They shall bear the holder's name and the number of shares, and shall be signed by (i) the Chairman of the Board of the President or a Vice-President, and (ii) the Secretary or any Assistant Secretary, and may bear the corporate seal.
- (b) No certificate representing shares shall be issued until the full amount of consideration therefor has been paid, except as otherwise permitted by law.
- (c) The Board of Directors may authorize the issuance of certificates for fractions of a share which shall entitle the holder to exercise voting rights, receive dividends and participate in liquidating distributions, in proportion to the fractional holdings; or it may authorize the payment in cash of the fair value of fractions of a share as of the time when those entitled to receive such fractions are determined; or it may authorize the issuance, subject to such conditions as may be permitted by law, of scrip in registered or bearer form over the signature of an officer or agent of the Corporation, exchangeable as therein provided for full shares, but such scrip shall not entitle the holder to any rights of a shareholder, except as therein provided.

Section 2 - Lost or Destroyed Certificates:

The holder of any certificate representing shares of the Corporation shall immediately notify the Corporation of any loss or destruction of the certificate representing the same. The Corporation may issue a new certificate in the place of any certificate theretofore issued by it, alleged to have been lost or destroyed. On production of such evidence of loss or destruction as the Board of Directors in its discretion may require, the Board of Directors may, in its discretion, require the owner of the lost or destroyed certificate, or his legal representative, to give the Corporation a bond in such sum as the Board may direct, and with such surety or sureties as may be satisfactory to the Board, to indemnify the Corporation against any claims, loss, liability or damage it may suffer on account of the issuance of the new certificate. A new certificate may be issued without requiring any such evidence or bond when, in the judgment of the Board of Directors, it is proper so to do.

Section 3 - Transfers of Shares:

- (a) Transfers of shares of the Corporation shall be made on the share records of the Corporation only by the holder of record thereof, in person or by his duly authorized attorney, upon surrender for cancellation of the certificate or certificates representing such shares, with an assignment or power of transfer endorsed thereon or delivered therewith, duly executed, with such proof of the authenticity of the signature and of authority to transfer and of payment of transfer taxes as the Corporation or its agents may require.

(b) The Corporation shall be entitled to treat the holder of record of any share or shares as the absolute owner thereof for all purposes and, accordingly, shall not be bound to recognize any legal, equitable or other claim to, or interest in, such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by law.

Section 4 - Record Date:

In lieu of closing the share records of the Corporation, the Board of Directors may fix, in advance, a date not exceeding fifty days, nor less than ten days, as the record date for the determination of shareholders entitled to receive notice of, or to vote at, any meeting of shareholders, or to consent to any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividends, or allotment of any rights, or for the purpose of any other action. If no record date is fixed, the record date for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held; the record date for determining shareholders for any other purpose shall be at the close of business on the day on which the resolution of the directors relating thereto is adopted. When a determination of shareholders of record entitled to notice of or to vote at any meeting of shareholders has been made as provided for herein, such determination shall apply to any adjournment thereof, unless the directors fix a new record date for the adjourned meeting.

ARTICLE VI - DIVIDENDS

Subject to applicable law, dividends may be declared and paid out of any funds available therefor, as often, in such amounts, and at such time or times as the Board of Directors may determine.

ARTICLE VII - FISCAL YEAR

The fiscal year of the Corporation shall be fixed by the Board of Directors from time to time, subject to applicable law.

ARTICLE VIII - CORPORATE SEAL

The corporate seal, if any, shall be in such form as shall be approved from time to time by the Board of Directors.

ARTICLE IX - AMENDMENTS

Section 1 - By Shareholders:

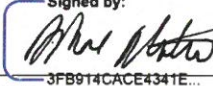
All by-laws of the Corporation shall be subject to alteration or repeal, and new by-laws may be made, by a majority vote of the shareholders at the time entitled to vote in the election of directors.

Section 2 - By Directors:

The Board of Directors shall have power to make, adopt, alter, amend and repeal, from time to time, by-laws of the Corporation; provided, however, that the shareholders entitled to vote with respect thereto as in this Article IX above-provided may alter, amend or repeal by-laws made by the Board of Directors, except that the Board of Directors shall have no power to change the quorum for meetings of shareholders or of the Board of Directors, or to change any provisions of the by-laws with respect to the removal of directors or the filling of vacancies in the Board resulting from the removal by the shareholders. If any by-law regulating an impending election of directors is adopted, amended or repealed by the Board of Directors, there shall be set forth in the notice of the next meeting of shareholders for the election of directors, the by-law so adopted, amended or repealed, together with a concise statement of the changes made.

The undersigned certifies the foregoing by-laws have been adopted as the first by-laws of the Corporation, in accordance with the requirements of the Corporation Law.

Date: 12/22/2025

Signed by: 
3FB914CACE4341E...
Secretary

Greenhouse Dispensary Inc.

AUR Form 2

Exhibit

Written Consent of Shareholders dated 11/11/25

GREENHOUSE DISPENSARY INC.

Written Consent of Shareholders and Directors on November 11, 2025

The undersigned Shareholders and Directors of Greenhouse Dispensary Inc., a Rhode Island Corporation (“Company”), by consent in writing pursuant to the authority contained in the Rhode Island Business Corporations Act (the “Act”); the Articles of Incorporation of the Company, dated September 15, 2025 (“Articles”), and the Bylaws of the Company (“Bylaws”), hereby affirm, approve, and consent to the following:

VOTED: That the consideration received or to be received by the Company from each and every member is adequate.

VOTED: That the fiscal year of the Company shall hereby commence on January 1st and end on December 31st of each year.

VOTED: That the following Individuals shall be appointed as Directors of the Company:

- Kenneth Tetzner
- Michael Watkins

VOTED: That the Company appoints the following persons as Officers of the Company:

- Kenneth Tetzner as President and Treasurer,
- Michael Watkins as Vice-President and Secretary

in order to manage the business and affairs of the Company.

VOTED: The President and Vice President are authorized to negotiate, approve and execute any and all agreements that are reasonably necessary to conduct business, including, but not limited to, any asset purchase agreements, purchase and sale agreements, lease agreements, management services agreements, as well as agreements for legal and/or accounting services.

VOTED: The application and filing for the Company’s federal employer identification number are hereby ratified and confirmed.

VOTED: The President and Vice President are hereby authorized to open, maintain, and close account(s) of the Company at one or more banks, trust companies, or other similar financial institutions as may be necessary for the conduct of the Company’s business and purposes.

The President and Vice President are hereby authorized to deposit, or cause to be deposited, funds of the Company, including, without limitation, cash, and cash equivalents, in any authorized account of the Company, and to endorse checks, drafts or other instruments for such deposit.

The President and Vice President are hereby authorized to sign or countersign

GREENHOUSE DISPENSARY INC.

(a) checks, drafts, or other orders for the payment of money issued in the name of the Company against any funds deposited in an authorized account, and (b) instruments or documents for the withdrawal of money from and authorized account of the Company.

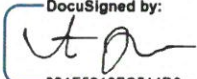
The President and Vice President are hereby authorized to execute and deliver all documents and instruments, and to take all necessary actions on behalf of the Company, as may be necessary or appropriate to implement the foregoing resolutions, and such other organizational matters of the Company as may be necessary.

The President and Vice President are hereby authorized to take any and all Actions necessary to apply for an Adult Use Cannabis Retail License.

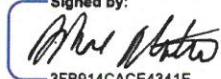
The President and Vice President are hereby authorized to take any and all Actions necessary to securing financial resources necessary to apply for and operate an Adult Use Cannabis Retail License.

This Consent is executed pursuant to the provisions of the Act as well as the Company's Certificate and Operating Agreement. This Consent shall be treated for all purposes as votes taken at a meeting.

SHAREHOLDER & DIRECTOR

DocuSigned by:

331E5218FC514D6...
Kenneth Tetzner

SHAREHOLDER & DIRECTOR

Signed by:

3FB914CACE4341E...
Michael Watkins

Greenhouse Dispensary Inc.

AUR Form 2

Exhibit

Written Consent of Shareholders dated 11/15/25

GREENHOUSE DISPENSARY INC.

Resolution of Shareholders on November 15, 2025

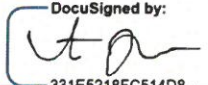
The undersigned Directors and Shareholders of Greenhouse Dispensary Inc., a Rhode Island Corporation ("Company"), by consent in writing pursuant to the authority contained in the Rhode Island Business Corporations Act (the "Act"); the Articles of Incorporation of the Company, dated September 15, 2025 ("Articles"), and the Bylaws of the Company ("Bylaws"), hereby affirm, approve, and consent to the following:

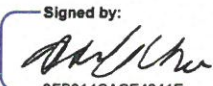
VOTED: The Company hereby authorizes the following transaction with Daniel Abedon and Daniel Sbrega:

1. In exchange for an investment in the Company in the amount of [REDACTED] [REDACTED] Daniel Abedon shall be issued [REDACTED] [REDACTED] in the Company, [REDACTED] Company's issued and outstanding capital stock, and in the event the Company is successfully awarded an adult use cannabis retail license by the Rhode Island Cannabis Commission within twelve (12) months from the date of this Resolution, the Company shall pay Daniel Abedon the sum of [REDACTED] over the course of the thirty-six (36) months following the date that such license is awarded. If the Company is not awarded such license within the specified timeframe, no amounts shall be due or payable to Daniel Abedon and the Note shall become null and void.
2. In exchange for an investment in the Company in the amount of [REDACTED] [REDACTED] Daniel Sbrega shall be issued [REDACTED] [REDACTED] in the Company, [REDACTED] of the Company's issued and outstanding capital stock, and in the event the Company is successfully awarded an adult use cannabis retail license by the Rhode Island Cannabis Commission within twelve (12) months from the date of this Resolution, the Company shall pay Daniel Sbrega the [REDACTED] over the course of the thirty-six (36) months following the date that such license is awarded. If the Company is not awarded such license within the specified timeframe, no amounts shall be due or payable to Daniel Sbrega and the Note shall become null and void.

SHAREHOLDERS and DIRECTORS

The foregoing resolutions regarding the capitalization transaction with Daniel Abedon and Daniel Sbrega were duly approved and adopted by unanimous written consent of the shareholders and directors on November 15, 2025.

DocuSigned by:

331E6218FC614D8...
Kenneth Tetzner

Signed by:

3FB914CACE4341E...
Michael Watkins

Greenhouse Dispensary Inc.

AUR Form 2

Exhibit

Organizational Chart

Greenhouse Dispensary, Inc.

Organizational Chart

SHAREHOLDERS



BOARD OF DIRECTORS (5)
(Provide strategic oversight and governance)

1. Kenneth Tetzner
2. Michael Watkins
3. Daniel Abedon



OFFICERS
(Appointed by and report to the Board of Directors)

President – Kenneth Tetzner
Vice President – Michael Watkins
Treasurer – Kenneth Tetzner
Secretary – Michael Watkins



STAFF
(Carry out day-to-day operations under
Officer direction)

General Manager

COMPLIANCE OFFICER
Michael Watkins

Greenhouse Dispensary Inc.

AUR Form 2

Exhibit

Acknowledgement and Receipt of Funds

GREENHOUSE DISPENSARY INC.

Investment Acknowledgment & Receipt of Funds Certificate

(Common Shares)

This Investment Acknowledgment & Receipt of Funds Certificate ("Acknowledgement & Receipt") is issued by Greenhouse Dispensary, Inc., a Rhode Island corporation (the "Company"), to the undersigned investors in connection with the investor's loan to the Company and purchase of Common Shares of the Company.

1. Receipt of Funds

In connection with the Conditional Promissory Note with an Effective Date of November 15, 2025, the Company hereby acknowledges receipt of funds in the amount of [REDACTED] from Daniel Abedon and Daniel Sbrega.

2. Consideration for Common Shares

The Company confirms that said funds were received as full consideration from Daniel Abedon and Daniel Sbrega for the issuance of [REDACTED] each of Greenhouse Dispensary Inc.'s common stock, representing [REDACTED] of Greenhouse Dispensary Inc.'s issued and outstanding common shares, and that such common shares are separate from, and in addition to, the obligations of the Company under the Conditional Promissory Note with the Effective Date of November 15, 2025.

3. Confirmation of Issuance

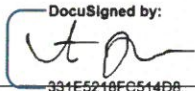
The Company further certifies that the investors have been entered into the Company's Capitalization Ledger as record holders of [REDACTED] each representing [REDACTED] of Greenhouse Dispensary Inc.'s issued and outstanding common stock as of such date.

[The remainder of this page is left intentionally blank]

[Signature Page to follow]

IN WITNESS WHEREOF, the undersigned, being the duly elected President of the Company, hereby executes this Certificate on behalf of Greenhouse Dispensary, Inc.

Greenhouse Dispensary, Inc.

DocuSigned by:


331E5218FC514D8...
Kenneth Tetzner
President and Director

Greenhouse Dispensary Inc.

AUR Form 2

Exhibit

Conditional Promissory Note

CONDITIONAL PROMISSORY NOTE

Principal Amount: [REDACTED]

Date: November 15, 2025 (the Effective Date)

FOR VALUE RECEIVED, Greenhouse Dispensary Inc., a corporation (the "Payee"), promises to pay to Daniel Abedon and Daniel Sbrega (collectively, the "Makers" or "Lenders"), the principal sum [REDACTED], together with a finance charge as set forth below, subject to the terms and conditions of this Note.

REPAYMENT TERMS:

1. **Total Repayment Amount:** The total amount to be repaid under this Note shall be [REDACTED]
2. **Term:** The repayment period shall be thirty-six (36) months from the date Payee becomes obligated to commence repayment pursuant to Section 3 below.
3. **Condition Precedent:** The obligation to repay any amounts under this Note is expressly conditioned upon Payee being successfully awarded an adult use cannabis retail license by the Rhode Island Cannabis Control Commission within twelve (12) months from the date of this Note. Payee shall use commercially reasonable efforts to obtain such license and shall provide Makers with written notice within ten (10) business days of receiving a final determination regarding the license application. If Payee is not awarded such license within the specified timeframe, no amounts shall be due or payable under this Note, and this Note shall become null and void.
4. **Payment Schedule:** If Payee is awarded such license, Payee shall pay Makers the [REDACTED] over the course of the thirty-six (36) months following the date that such license is awarded.

ADDITIONAL TERMS:

5. **Default:** Time is of the essence. Any failure to make payments when due (after satisfaction of the condition precedent) shall constitute a default.
6. **Governing Law:** This Note shall be governed by and construed in accordance with the laws of the State of Rhode Island, without regard to its conflicts of law principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in Rhode Island for any disputes arising under this Note.
7. **Binding Effect:** This Note shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and permitted assigns of the parties.

AMENDMENT:

8. This Note may not be amended, modified, or supplemented except by a written instrument signed by both Makers and Payee.

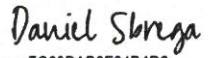
ACKNOWLEDGEMENT:

9. Each of the Lenders acknowledges and agrees that, in connection with the transactions contemplated by this Note, as of December 18, 2025, they have each received [REDACTED] of Greenhouse Dispensary Inc.'s common stock, representing [REDACTED] of Greenhouse Dispensary Inc.'s issued and outstanding common stock as of such date, and that such equity issuance is separate from, and in addition to, the obligations of Payee under this Note. The parties acknowledge that this equity issuance may have tax consequences and each party is responsible for their own tax obligations arising from this transaction.
10. The parties further acknowledge that this Note is being executed and delivered, and the loan evidenced hereby is being documented, in connection with the Payee's application for an adult use cannabis retail license.

MAKERS

Signed by:

59F56C85C540477...
Daniel Abedon, Maker

Signed by:

7C83B4B6F84B4D8...
Daniel Sbrega, Maker

ACKNOWLEDGMENT OF PAYEE:

PAYEE

Greenhouse Dispensary Inc.

By: 
331E5218FC514D8...
Name: Kenneth Tetzner
Title: Director and President

Greenhouse Dispensary Inc.

AUR Form 2

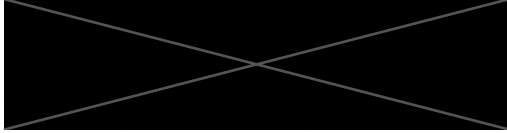
Exhibit

Binding Letter of Intent to Invest – Burman

LETTER OF INTENT

December 23, 2025

To: Edward W. "Tripp" Burman



From: Greenhouse Dispensary, Inc.
711 Kingstown Rd.
South Kingstown, RI 02879

Re: Investment of Startup Capital in Greenhouse Dispensary, Inc. in connection with Adult Use Retail License at 711 Kingstown Rd., South Kingstown, RI 02879


Dear Tripp:

This Letter of Intent ("Letter of Intent") sets forth the understanding and agreement between each of you (the "Investor") and Greenhouse Dispensary, Inc. (the "Company") (each a "Party" and together the "Parties") regarding the investment in and capitalization of Greenhouse Dispensary, Inc. subject to the Company being awarded an Adult Use Retail License (the "License") by the Rhode Island Cannabis Control Commission (the "CCC") to be operated at 711 Kingstown Rd. South Kingstown, RI (the "Location").

This Letter of Intent is binding on the Parties with respect to Paragraphs 4, 5, 6, 9 and 10, and is non-binding with respect to all other provisions, which are subject to execution of definitive documentation acceptable to all Parties in their sole discretion.

WHEREAS, the CCC is accepting applications for Adult Use Retail Licenses and intends to award said Licenses in 2026;

WHEREAS, the Company is applying for a License to be located at 711 Kingstown Rd. South Kingstown, RI;

WHEREAS, in the event the Company is awarded a License, it is expected that startup capital of  will be required for the Company to startup and commence business operations.

WHEREAS in the event the Company is awarded a License, the Investor has promised to invest 

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Investors agree as follows:

1. Investment Amount: Investor shall invest [REDACTED] \$ [REDACTED] dollars in the Company (the "Investment").
2. Equity: The Investor shall receive [REDACTED] interests in the Company. For purposes of calculating ownership percentages, the parties will use the capitalization table as it exists on the date of Closing, which shall include all outstanding equity interests, including all issued and outstanding shares of Common Stock on a fully-diluted basis. Each Investor agrees to a lock-up period of eighteen (18) months from the Closing Date, during which time no Investor shall transfer, sell, or assign any equity interests without prior written consent of the Board of Directors, such consent not to be unreasonably withheld, conditioned, or delayed, except in the case of death or disability to the Investor's estate or immediate family members, transfers to affiliates or trusts for estate planning purposes, and transfers pursuant to tag-along rights or in connection with a sale of the Company, subject to the transferee's agreement to be bound by this lock-up provision.
 - a. As consideration for Investor's binding agreement to make said Investment in the event the Company is awarded a License, the Company shall transfer and provide Investor with [REDACTED] in the Company.
3. Voting Rights: The shares issued to the Investor shall carry voting rights with each share of Common Stock entitling the holder to one (1) vote per share on all matters submitted to a vote of the shareholders.
4. Closing Conditions: The Investment and Investor's obligation to close is contingent upon satisfaction or waiver (in each Investor's sole discretion) of the following conditions:
 - a. the Company receiving an Adult-Use Retail Cannabis License from the Rhode Island Cannabis Control Commission for the premises located at 711 Kingstown Road, South Kingstown, RI, with such License being final and non-appealable;
 - b. the CCC approving the Investor as a qualifying owner/investor under applicable regulations;
 - c. the Company having valid and enforceable rights to occupy and operate at the Location pursuant to a lease or ownership with a term of not less than five (5) years remaining; and
 - d. execution of definitive documentation satisfactory to Investors in their sole discretion.

5. Binding Commitment: Upon execution of this Letter of Intent, the Parties agree to negotiate in good faith toward a definitive Investment Agreement. The Investor's obligation to [REDACTED] at the Closing shall be subject to:
 - a. execution of definitive documentation acceptable to the Investor in his sole discretion;
 - b. satisfaction or waiver of the closing conditions set forth in Paragraph 4; and
 - c. receipt of all required regulatory approvals for the Investor's ownership interests.
6. Accredited Investor Status: The Investor represents and warrants that he is an "accredited investor" as defined in Rule 501 of Regulation D under the Securities Act. Prior to Closing, the Investor shall certify to the Company his accredited investor status.
7. Use of Funds: The Investment proceeds in the [REDACTED] shall be used exclusively for dispensary startup costs and operations.
8. Timeline:
 - a. The Parties shall negotiate in good faith to execute definitive documents, including but not limited to a Definitive Investment Agreement, Subscription Agreement, Shareholders Agreement and any ancillary Transaction documents as may be reasonably necessary, within 30 days of the Company being awarded the License.
 - b. The Closing (the "Closing Date") shall be held within forty-five (45) business days of the later of (i) the Company being awarded the License and such License becoming final and non-appealable, (ii) receipt of all required regulatory approvals for the Investor's ownership, or (iii) execution of the definitive documents, unless extended by mutual written agreement of the Parties. At the Closing, (a) the Investor shall deliver the Investment Amount by wire transfer of immediately available funds to an account designated by the Company, and (b) the Company shall issue and deliver to the Investor evidence of ownership representing their respective equity interests.
 - c. If the Company is not awarded the License, the Parties shall be released from all obligations pursuant to this Letter of Intent.
9. Confidentiality
 - a. The Parties acknowledge and agree that all discussions, negotiations, and information exchanged in connection with this Letter of Intent and the proposed Transaction shall remain strictly confidential. The Company and Investor shall not disclose, and shall direct their respective representatives, agents, employees, affiliates, and advisors not to disclose, any non-public information concerning the other Party or the Transaction, except (i) as required by law, regulation, or legal process (provided that the disclosing Party provides prior written notice to the other Party to the extent legally permissible), (ii) with the prior written consent of

the other Party, (iii) to the Rhode Island Cannabis Control Commission as required in connection with the license application or compliance, or (iv) to the Party's professional advisors, lenders, or potential lenders under appropriate confidentiality obligations.

b. Investor agrees that any information provided by the Company, including but not limited to financial records, business operations, customer and supplier relationships, trade secrets, and other proprietary or sensitive information, shall be used solely for the purpose of evaluating the Transaction. Investors shall not use such information for any purpose other than in connection with the proposed Transaction and shall not disclose such information to any third party, except to its directors, officers, employees, agents, financing sources, and professional advisors who have a need to know such information and are bound by confidentiality obligations.

c. If the Transaction contemplated by this Letter of Intent is not consummated, Investor shall promptly return or destroy all confidential materials provided by the Company and shall not use or disclose any such information in any manner.

The obligations under this Confidentiality provision shall survive the termination of this Letter of Intent for a period of two (2) years.

10. Governing Law and Dispute Resolution: This Letter of Intent shall be governed by and construed in accordance with the laws of the State of Rhode Island, without regard to its conflicts of law principles. Any dispute, controversy, or claim arising out of or relating to this Letter of Intent, or the breach, termination, or validity thereof, shall be resolved exclusively in the state or federal courts located in Washington County, Rhode Island, and each Party hereby irrevocably consents to the personal jurisdiction of such courts, irrevocably waives any objection to venue therein, and irrevocably waives any right to trial by jury in any action or proceeding arising out of or relating to this Letter of Intent.

If these terms are acceptable, please indicate your approval by signing in the space designated below.

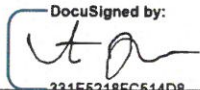
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[Signature page to follow]

LETTER OF INTENT

SIGNATURE PAGE

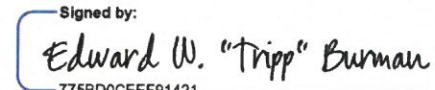
GREENHOUSE DISPENSARY, INC.

DocuSigned by:


321E6218FC614D8...

By: Kenneth Tetzner
Authorized Signatory

INVESTOR

Signed by:


775BD0CEEF01421...

By: Edward W. "Tripp" Burman

Greenhouse Dispensary Inc.

AUR Form 2

Exhibit

Binding Letter of Intent to Invest – DeJoy

LETTER OF INTENT

December 23, 2025

To: Dale DeJoy



From: Greenhouse Dispensary, Inc.
711 Kingstown Rd.
South Kingstown, RI 02879

Re: Investment of Startup Capital in Greenhouse Dispensary, Inc. in connection with Adult Use Retail License at 711 Kingstown Rd., South Kingstown, RI 02879

Dear Dale:

This Letter of Intent ("Letter of Intent") sets forth the understanding and agreement between you, Dale DeJoy, (the "Investor") and Greenhouse Dispensary, Inc. (the "Company") (each a "Party" and together the "Parties") regarding the investment in and capitalization of Greenhouse Dispensary, Inc. subject to the Company being awarded an Adult Use Retail License (the "License") by the Rhode Island Cannabis Control Commission (the "CCC") to be operated at 711 Kingstown Rd. South Kingstown, RI (the "Location").

This Letter of Intent is binding on the Parties with respect to Paragraphs 4, 5, 6, 9 and 10, and is non-binding with respect to all other provisions, which are subject to execution of definitive documentation acceptable to all Parties in their sole discretion.

WHEREAS, the CCC is accepting applications for Adult Use Retail Licenses and intends to award said Licenses in 2026;

WHEREAS, the Company is applying for a License to be located at 711 Kingstown Rd. South Kingstown, RI;

WHEREAS, in the event the Company is awarded a License, it is expected that startup capital of [REDACTED] will be required for the Company to startup and commence business operations.

WHEREAS in the event the Company is awarded a License, the Investor has promised to invest [REDACTED] in exchange for [REDACTED] the Company.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Investors agree as follows:

1. Investment Amount: Investor shall invest [REDACTED] dollars in the Company (the "Investment").
2. Equity: The Investor shall [REDACTED] of the equity interests in the Company. For purposes of calculating ownership percentages, the parties will use the capitalization table as it exists on the date of Closing, which shall include all outstanding equity interests, including all issued and outstanding shares of Common Stock on a fully-diluted basis. Each Investor agrees to a lock-up period of eighteen (18) months from the Closing Date, during which time no Investor shall transfer, sell, or assign any equity interests without prior written consent of the Board of Directors, such consent not to be unreasonably withheld, conditioned, or delayed, except in the case of death or disability to the Investor's estate or immediate family members, transfers to affiliates or trusts for estate planning purposes, and transfers pursuant to tag-along rights or in connection with a sale of the Company, subject to the transferee's agreement to be bound by this lock-up provision.
 - a. As consideration for Investor's binding agreement to make said Investment in the event the Company is awarded a License, the Company shall transfer and provide Investor with [REDACTED] in the Company.
3. Voting Rights: The shares issued to the Investor shall carry voting rights with each share of Common Stock entitling the holder to one (1) vote per share on all matters submitted to a vote of the shareholders.
4. Closing Conditions: The Investment and Investor's obligation to close is contingent upon satisfaction or waiver (in each Investor's sole discretion) of the following conditions:
 - a. the Company receiving an Adult-Use Retail Cannabis License from the Rhode Island Cannabis Control Commission for the premises located at 711 Kingstown Road, South Kingstown, RI, with such License being final and non-appealable;
 - b. the CCC approving the Investor as a qualifying owner/investor under applicable regulations;
 - c. the Company having valid and enforceable rights to occupy and operate at the Location pursuant to a lease or ownership with a term of not less than five (5) years remaining; and
 - d. execution of definitive documentation satisfactory to Investors in their sole discretion.
5. Binding Commitment: Upon execution of this Letter of Intent, the Parties agree to

negotiate in good faith toward a definitive Investment Agreement. The Investor's obligation to complete the investment [REDACTED] at the Closing shall be subject to:

- a. execution of definitive documentation acceptable to the Investor in his sole discretion;
 - b. satisfaction or waiver of the closing conditions set forth in Paragraph 4; and
 - c. receipt of all required regulatory approvals for the Investor's ownership interests.
6. Accredited Investor Status: The Investor represents and warrants that he is an "accredited investor" as defined in Rule 501 of Regulation D under the Securities Act. Prior to Closing, the Investor shall certify to the Company his accredited investor status.
7. Use of Funds: The Investment proceeds in the [REDACTED] shall be used exclusively for dispensary startup costs and operations.
8. Timeline:
- a. The Parties shall negotiate in good faith to execute definitive documents, including but not limited to a Definitive Investment Agreement, Subscription Agreement, Shareholders Agreement and any ancillary Transaction documents as may be reasonably necessary, within 30 days of the Company being awarded the License.
 - b. The Closing (the "Closing Date") shall be held within forty-five (45) business days of the later of (i) the Company being awarded the License and such License becoming final and non-appealable, (ii) receipt of all required regulatory approvals for the Investor's ownership, or (iii) execution of the definitive documents, unless extended by mutual written agreement of the Parties. At the Closing, (a) the Investor shall deliver the Investment Amount by wire transfer of immediately available funds to an account designated by the Company, and (b) the Company shall issue and deliver to the Investor evidence of ownership representing their respective equity interests.
 - c. If the Company is not awarded the License, the Parties shall be released from all obligations pursuant to this Letter of Intent.
9. Confidentiality
- a. The Parties acknowledge and agree that all discussions, negotiations, and information exchanged in connection with this Letter of Intent and the proposed Transaction shall remain strictly confidential. The Company and Investor shall not disclose, and shall direct their respective representatives, agents, employees, affiliates, and advisors not to disclose, any non-public information concerning the other Party or the Transaction, except (i) as required by law, regulation, or legal process (provided that the disclosing Party provides prior written notice to the other Party to the extent legally permissible), (ii) with the prior written consent of the other Party, (iii) to the Rhode Island Cannabis Control Commission as

required in connection with the license application or compliance, or (iv) to the Party's professional advisors, lenders, or potential lenders under appropriate confidentiality obligations.

b. Investor agrees that any information provided by the Company, including but not limited to financial records, business operations, customer and supplier relationships, trade secrets, and other proprietary or sensitive information, shall be used solely for the purpose of evaluating the Transaction. Investors shall not use such information for any purpose other than in connection with the proposed Transaction and shall not disclose such information to any third party, except to its directors, officers, employees, agents, financing sources, and professional advisors who have a need to know such information and are bound by confidentiality obligations.

c. If the Transaction contemplated by this Letter of Intent is not consummated, Investor shall promptly return or destroy all confidential materials provided by the Company and shall not use or disclose any such information in any manner.

The obligations under this Confidentiality provision shall survive the termination of this Letter of Intent for a period of two (2) years.

10. Governing Law and Dispute Resolution: This Letter of Intent shall be governed by and construed in accordance with the laws of the State of Rhode Island, without regard to its conflicts of law principles. Any dispute, controversy, or claim arising out of or relating to this Letter of Intent, or the breach, termination, or validity thereof, shall be resolved exclusively in the state or federal courts located in Washington County, Rhode Island, and each Party hereby irrevocably consents to the personal jurisdiction of such courts, irrevocably waives any objection to venue therein, and irrevocably waives any right to trial by jury in any action or proceeding arising out of or relating to this Letter of Intent.

If these terms are acceptable, please indicate your approval by signing in the space designated below.

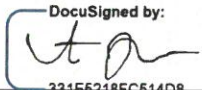
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[Signature page to follow]

LETTER OF INTENT

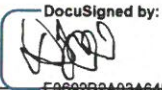
SIGNATURE PAGE

GREENHOUSE DISPENSARY, INC.

DocuSigned by:


331E6218FC614D8...
By: Kenneth Tetzner
Authorized Signatory

INVESTOR

DocuSigned by:


E8692D2A03A64FE...
By: Dale DeJoy



AUR Form 3 – Owners and Interest Holders Certification Statement Form

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

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

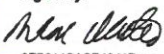


4. Does Applicant, or any Owner or Interest Holder have any “material financial interest or control” (as defined in 560-RICR-10-10-1.2(A)(13)) in another Rhode Island cannabis establishment, or any ownership or interest in a Cannabis Testing Facility or vice versa. If “Yes” describe below:	Yes <input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



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:

3FBB14CACE4341E

Signature of Authorized Signatory

12/19/2025

Date

Kenneth Tetzner

Printed Name:
Print Title: President and Director
Print Name of Applicant: Greenhouse Dispensary, Inc.

Greenhouse Dispensary Inc.

AUR Form 3

Exhibit

- **Divestiture Plan**

Greenhouse Dispensary, Inc.
DIVESTITURE PLAN
Michael Watkins

Applicant: Greenhouse Dispensary Inc.

Owner with a Material Financial Interest: Michael Watkins

I. Background and Disclosure

Greenhouse Dispensary Inc. (the “Applicant”) hereby discloses that owner and principal officer, Michael Watkins, currently holds a [REDACTED] ownership interest in CANN Cure Cultivation LLC, a Rhode Island–licensed cannabis cultivation facility.

Pursuant to the Rhode Island Cannabis Act and applicable regulations of the Rhode Island Cannabis Control Commission (the “CCC”), no person may hold ten percent (10%) or more ownership interest in more than one cannabis licensee. An ownership interest of 9.9% or less in another licensed entity is permitted.

Accordingly, Mr. Watkins’ existing ownership interest in CANN Cure Cultivation LLC exceeds the permitted threshold and must be divested prior to, or promptly following, the awarding of the Adult Use Retail License to the Applicant.

II. Divestiture

To achieve full compliance with the Rhode Island Cannabis Act, Michael Watkins will divest a portion of his ownership interest in CANN Cure Cultivation LLC such that his retained interest, does [REDACTED]

The divestiture will be accomplished through the transfer of ownership interest to his spouse, Angie Watkins, who is not an owner, key person, and/or interest holder associated with the Applicant, Greenhouse Dispensary Inc., and who does not hold any ownership interest, control, or financial interest in the Applicant.

III. Mechanics of Transfer

1. Form of Transfer

- Mr. Watkins will transfer [REDACTED] his equity interest in CANN Cure Cultivation LLC to Angie Watkins, reducing his ownership interest to [REDACTED]
- The transfer will be effectuated through a written Assignment of Membership Interest or similar instrument in accordance with the operating agreement of CANN Cure Cultivation LLC.

2. Consideration

- The transfer may be made for nominal or fair market consideration, as permitted by the governing documents of CANN Cure Cultivation LLC, and will be properly documented.

3. No Retained Control or Economic Rights


- Following the transfer, Mr. Watkins will not retain any voting rights, profit interests, management authority, contractual control, or other direct or indirect interest in the transferred equity.
- Angie Watkins will hold the transferred interest in her individual capacity and will exercise independent ownership rights.

IV. Timing of Divestiture

- The divestiture will be completed promptly after the CCC awards the adult use retail license to Greenhouse Dispensary, Inc., and prior to the commencement of adult-use retail operations by Greenhouse Dispensary Inc.
- In all events, the divestiture shall be completed within the timeframe required by the CCC.

V. Regulatory Filings and Evidence of Compliance

Upon completion of the divestiture, the Applicant will:

1. Submit to the CCC:
 - Executed copies of the assignment or transfer documents;
 - Updated ownership disclosures for CANN Cure Cultivation LLC;
 - An updated ownership attestation from Michael Watkins confirming compliance with the  ownership limitation.
2. Certify that:
 - No prohibited cross-ownership exists;
 - No undisclosed control, profit-sharing, voting rights, or side agreements remain in effect.

VI. Ongoing Compliance Covenant

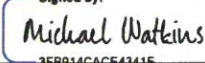
Greenhouse Dispensary Inc. and Michael Watkins hereby covenant that:

- They will continuously comply with all CCC ownership, financial interest, and control restrictions.
- Any future changes in ownership or financial interests in cannabis licensees will be promptly disclosed to the CCC and structured to maintain full statutory compliance.

VII. Conclusion

This divestiture plan ensures that Greenhouse Dispensary Inc. and owner, Michael Watkins, fully comply with the ownership limitations imposed by the Rhode Island Cannabis Act and the regulations of the Rhode Island Cannabis Control Commission. The Applicant respectfully submits this plan as evidence of its good-faith commitment to regulatory compliance and transparency.

Owner with a Material Financial Interest

Signed by:

3FB014CACE4341E...

Michael Watkins



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.

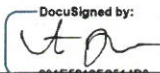
State & Name of Agency	Type of License	Name of Licensee	License or Registration #
RI CCC	Cultivation Class A	CANN Cure Cultivation, LLC	CV 0072

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.

DocuSigned by:


Signature of Authorized Signatory

12/22/2025

Date

Kenneth Tetzner

Printed Name:

Print Title: President

Print Name of Applicant: Greenhouse Dispensary, Inc.