

AUR FORM 1

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

1	APPLICANT NAME (legal name, and any d/b/a name(s), if applicable)	RMI 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 Certificate of Good Standing issued by RI Secretary of State Letter of Good Standing by RI Division of Taxation
	APPLICATION ZONE#	Zone 2
2	BUSINESS STREET ADDRESS	150 Vandewater Street
3	CITY, STATE, ZIP	Providence, RI, 02908
4	STREET ADDRESS OF PROPOSED LICENSED PREMISES FOR RETAIL SALES OF CANNABIS	140 Vandewater Street
5	CITY, STATE, ZIP	Providence, RI, 02908
6	PLAT#/LOT# OF PROPOSED LICENSED PREMISES FOR RETAIL SALES OF CANNABIS	Plat #: 102 Lot #: 221

7	SQUARE FOOTAGE OF PROPOSED FACILITY FOR RETAIL SALES OF CANNABIS	2100 Square Feet		
8	FEIN: (Federal Employer Identification Number)	[REDACTED]		
9	TELEPHONE NUMBER	AREA CODE	NUMBER	EXTENSION
		[REDACTED]		
11	TOLL FREE NUMBER (if not applicable, put "N/A")	AREA CODE	NUMBER	EXTENSION
		[REDACTED]		N/A
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:	Dr. Paul J. Isikwe		
	Title:	President & Compliance Officer		
	Mailing Address:	[REDACTED]		
	Email Address:	[REDACTED]		
	Phone Number	[REDACTED] N/A		
		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 #)

RMI DISPENSARY INC. [001795484]

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

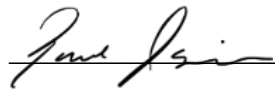
The undersigned attests that the Applicant understands and will adhere to all requirements of the Act and the Regulations, including but not limited to those listed above, and that the undersigned has the authority to bind the Applicant to all such requirements.

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:



Print Name: Dr. Paul J. Isikwe

Print Title: President & Compliance Officer

DATE:

12/28/2025

AUR FORM 1
SUPPORTING DOCUMENTS

GENERAL CONTACT INFORMATION

Attachments for AUR Form 1, Number 1, Applicant Name

Attachments Included:

- Articles of Incorporation filed with RI Secretary of State (SOS)
- Certificate of Good Standing from the RI SOS
- Letter of Good Standing from RI Division of Taxation

See following pages with attachments mentioned above.



State of Rhode Island
Department of State - Business Services Division

REC'D RIDOS BSD
 25 SEP 2 AM 11:39:33

Articles of Incorporation

DOMESTIC Business Corporation

→ Filing Fee: \$230.00 minimum

The undersigned, acting as incorporator(s) of the corporation under RIGL 7-1.2-202, adopt(s) the following Articles of Incorporation for such corporation:

1. The name of the corporation is:

RMI DISPENSARY INC.

☒ Check if this a close corporation pursuant to RIGL 7-1.2-1701 of the General Laws, 1956, as amended.

2. The total number of shares which the corporation has the authority to issue is:

(Unless otherwise stated, all authorized shares are deemed to have a nominal or par value of \$0.01 per share.)

Total Authorized Shares
(Number of Shares)

Class of Stock

Par Value Per Share

[REDACTED]

[REDACTED]

[REDACTED]

If you desire, you may include a statement of all or any of the designations and the power, preferences, and rights, including voting rights, and the qualifications, limitations, or restrictions of them which are permitted by the provisions of RIGL 7-1.2. State any provisions here *(optional)*: Check the box to indicate an attachment ☐

N/A

3. The name and address of the initial registered agent/office in Rhode Island is:

Agent Name **DR. PAUL J. ISIKWE**

Street Address (NOT a P.O. Box) [REDACTED]

City/Town [REDACTED]

State [REDACTED]

Zip Code [REDACTED]

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

MAIL TO:

Division of Business Services
 148 W. River Street, Providence, Rhode Island 02904-2615
 Phone: (401) 222-3040
 Website: www.sos.ri.gov

FILED

SEP 2 2025

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BY

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

SEE ATTACHED (EXHIBIT A)

Check the box to indicate an attachment ☒

6. The name and address of each incorporator is:

Name DR. PAUL J. ISIKWE	Address [REDACTED]	
City/Town [REDACTED]	State [REDACTED]	Zip Code [REDACTED]
Name CLEOPATRA M. ISIKWE	Address [REDACTED]	
City/Town [REDACTED]	State [REDACTED]	Zip Code [REDACTED]
Name	Address	
City/Town	State	Zip Code

7. Date when these Articles of Incorporation will be effective: **CHECK ONE BOX ONLY**

- ☒ Date received (Upon filing)
☐ Later effective date (Date must be no more than 90 days from the date of filing) _____

8. Under penalty of perjury, I/we declare and affirm that I/we have examined these Articles of Incorporation, including any accompanying attachments, and that all statements contained herein are true and correct.



Type or Print Name of Incorporator DR. PAUL J. ISIKWE	Date AUGUST 31, 2025
Signature of Incorporator 	
Type or Print Name of Incorporator CLEOPATRA M. ISIKWE	Date AUGUST 31, 2025
Signature of Incorporator 	
Type or Print Name of Incorporator	Date
Signature of Incorporator	

EXHIBIT A

RMI Dispensary Inc.

Rhode Island Domestic Business Corporation

UNANIMOUS CONSENT RESOLUTION OF PROVISIONS TO ARTICLES OF INCORPORATION

The undersigned, being all of the initial directors of the above [RMI Dispensary Inc.], hereby waive all notice and consent to the following action to be taken [RMI Dispensary Inc.] in lieu of the first meeting of the directors.

WHEREAS, the Corporation, [RMI Dispensary Inc.] provided additional provisions, if any, not inconsistent with R.I.G.L. 7-1.2, which the incorporators elect to have set forth in these Articles of Incorporation, for the regulation of the internal affairs of the corporation and compliance with the state.

ARTICLE XVI, ADDITIONAL PROVISIONS

ARTICLE XVI: (PART A)

Except as otherwise provided by the Rhode Island Business Corporation Act, as has been or may hereafter be amended (the "Act"), any action required or permitted to be taken at a meeting of shareholders by the Act, by these articles of incorporation or by-laws of the corporation may be taken without a meeting upon the written consent of less than all of the shareholders entitled to vote thereon if the shareholders who so consent would be entitled to cast at least the minimum number of votes which would be required to take such action at a meeting at which all shareholders entitled to vote thereon are present. Prompt notice of the action shall be given to all shareholders who would have been entitled to vote upon the action if the meeting were held.

ARTICLE XVI: (PART B)

(1) Director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for breach of the Director's duty as a Director, except for (i) liability for any breach of the Director's duty of loyalty to the corporation or its shareholders, (ii) liability for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) liability imposed pursuant to the provisions of Section 811 of the Act, or (iv) liability for any transaction (other than transactions approved in accordance with Section 807 of the Act) from which the Director derived an improper personal benefit. If the Act is amended to authorize corporate action further eliminating or limiting the personal liability of Directors, then the liability of a Director of the corporation shall be

eliminated or limited to the fullest extent so permitted. Any repeal or modification of this provision by the corporation shall not adversely affect any right or protection of a Director of the corporation existing prior to such repeal or modification.

(2) The Directors of the corporation may include provisions in the corporation's by-laws or may authorize agreements to be entered into with each Director, officer, employee or other agent of the corporation (an "Indemnified Person"), for the purpose of indemnifying an Indemnified Person in the manner and to the extent permitted by the Act.

In addition to the authority conferred upon the Directors of the corporation by the foregoing paragraph, the Directors of the corporation may include provisions in the corporation's by-laws, or may authorize agreements to be entered into with each Indemnified Person, for the purpose of indemnifying such person in the manner and to the extent provided herein:

(a) The by-law provisions or agreements authorized hereby may provide that the corporation shall, subject to the provisions of this Article, pay, on behalf of an Indemnified Person any Loss or Expenses arising from any claim or claims which are made against the Indemnified Person (whether individually or jointly with other Indemnified Persons) by reason of any Covered Act of the Indemnified Person.

(b) For the purposes of this Article, when used herein

(i) "Directors" means any or all of the directors of the corporation or those one or more shareholders or other persons who are exercising any powers normally vested in the board of directors;

(ii) "Loss" means any amount which an Indemnified Person is legally obligated to pay as a result of any claim made against the Indemnified Person for Covered Acts and shall include, without being limited to, judgments for, and awards of, damages, amounts paid in settlement of any claim, any fines or penalties or, with respect to employee benefit plans, any excise taxes or penalties;

(iii) "Expenses" means any reasonable expenses incurred by the Indemnified Person for Covered Acts including, without being limited to, legal, accounting or investigative fees and expenses, including the expense of bonds necessary to pursue an appeal of an adverse judgment; and

(iv) "Covered Act" means any act or omission of an Indemnified Person in the Indemnified Person's official capacity with the Corporation and while serving as such or while serving at the request of the Corporation as a member of the governing body, officer, employee or agent of another corporation, including, but not limited to corporations which are subsidiaries or affiliates of the Corporation, partnership, joint venture, trust, other enterprise or employee benefit plan.

(c) The by-law provisions or agreements authorized hereby may cover Loss or Expenses arising from any claims made against a retired Indemnified Person, the estate, heirs or legal representative of a deceased Indemnified Person or the legal representative of an incompetent, insolvent or bankrupt Indemnified Person, where the Indemnified Person was an Indemnified Person at the time the Covered Act upon which such claims are based occurred.

(d) Any by-law provisions or agreements authorized hereby may provide for the advancement of Expenses to an Indemnified Person prior to the final disposition of any action, suit or proceeding, or any appeal therefrom, involving such Indemnified Person and based on the alleged commission by such Indemnified Person of a Covered Act, subject to an undertaking by or on behalf of such Indemnified Person to repay the same to the corporation if the Covered Act involves a claim for which indemnification is not permitted under clause (v), below, and the final disposition of such action, suit, proceeding or appeal results in an adjudication adverse to such Indemnified Person.

(e) The by-law provisions or agreements authorized hereby may not indemnify an Indemnified Person from and against any Loss, and the Corporation shall not reimburse for any Expenses, in connection with any claim or claims made against an Indemnified Person which the corporation has determined to have resulted from: (1) any breach of the Indemnified Person's duty of loyalty to the corporation or its shareholders; (2) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law; (3) action contravening Section 811 of the Act; or (4) a transaction (other than a transaction approved in accordance with Section 807 of the Act) from which the person seeking indemnification derived an improper personal benefit.

RESOLVED, the Provisions to the Articles of Incorporation of the domestic business corporation, [RMI Dispensary Inc.] which were reviewed by the undersigned and filed with the Secretary of State on September 2nd, 2025, are approved.

RESOLVED, all of the actions taken by the incorporator (Dr. Paul J. Isikwe) and the initial director (Dr. Paul J. Isikwe) in incorporating [RMI Dispensary Inc.] are approved.

IN WITNESS WHEREOF, the said [RMI Dispensary Inc.] has caused this Certificate to be signed by its duly authorized President, Dr. Paul J. Isikwe, this September 2nd, 2025.



Dr. Paul J. Isikwe






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 02, 2025 11:39 AM

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

Gregg M. Amore
Secretary of State





Entity Summary

ID Number: 001795484

[Request certificate](#)

[New search](#)

Summary for: RMI DISPENSARY INC.

The exact name of the Domestic Profit Corporation: RMI DISPENSARY INC.				
Entity type: Domestic Profit Corporation				
Identification Number: 001795484				
Date of Incorporation in Rhode Island: 09-02-2025		Effective Date: 09-02-2025		
The location of the Principal Office: Address: City or Town, State, Zip, Country:				
Agent Resigned: N		Address Maintained: Y		
The name and address of the Registered Agent: Name: DR. PAUL J. ISIKWE Address: <div></div> City or Town, State, Zip, Country: <div></div> USA				
The Officers and Directors of the Corporation:				
Title	Individual Name	Address		
INCORPORATOR	DR. PAUL J. ISIKWE	<div></div>		
The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:				
Class of Stock	Series	Par value per share	Total Authorized No. of shares	Total issued and outstanding No. of shares
<div></div>				
Purpose: <div>TITLE: 7-1.2-1701</div>				
North American Industry Classification System Code(NAICS): <div></div>				
View filings for this business entity:				
ALL FILINGS Annual Report Annual Report - Amended Annual Report - Reinstatement Annual Reports - Prior to 2006 Articles of Amendment				
Click here to access 2006 and 2007 annual reports filed prior to July 25, 2007. The corporate ID is required.				
View filings				

[New search](#)

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

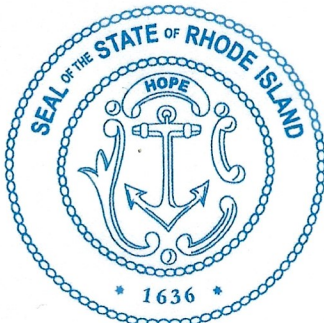
CERTIFICATE OF GOOD STANDING

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

RMI DISPENSARY INC.

is a Rhode Island Business Corporation organized on **September 02, 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 25, 2025

Secretary of State

Certificate Number: 25120135540

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

Processed by: dzainyeh

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STATE OF RHODE ISLAND
DEPARTMENT OF ADMINISTRATION
DIVISION OF TAXATION
ONE CAPITOL HILL
PROVIDENCE, RI 02908

RMI DISPENSARY INC.
DR PAUL J ISIKWE
[REDACTED]

LETTER OF GOOD STANDING

It appears from our records that **RMI DISPENSARY INC.** has filed all the required returns due for this letter of good standing and paid all known tax liabilities as of this date. **RMI DISPENSARY INC.** is in good standing with the Rhode Island Division of Taxation as of **12/12/2025**. This letter of good standing is expressly conditional and may be based upon unaudited returns, subject to future audit.

This Letter of Good Standing does not cover any violation of chapter 20 of Title 44 that has occurred within the last thirty (30) days and any resulting assessments and/or license suspension which have not yet issued from the Division for such violation(s). Any subsequent application for a license or permit may be denied in accordance with R.I. Gen. Laws § 44-20-4.1.

This letter is issued pursuant to the request of the above-named corporation for the purpose of:

TAX STATUS

This letter of good standing is valid only for the specific reason listed above and is not valid for any other reason(s).

Very truly yours,

DANNY PACHECO
Supervising Revenue Officer

Neena Savage
Tax Administrator

[REDACTED]

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Entity Summary

ID Number: 001715479

[Request certificate](#)[New search](#)

Summary for: Damascus Management, LLC

The exact name of the Domestic Limited Liability Company: Damascus Management, LLC		
Entity type: Domestic Limited Liability Company		
Identification Number: 001715479		
Date of Organization in Rhode Island: 11-20-2020		Effective Date: 11-20-2020
The location of the Principal Office: Address: [REDACTED] City or Town, State, Zip, Country: [REDACTED]		
The mailing address or specified office: Address: [REDACTED] City or Town, State, Zip, Country: [REDACTED]		
Agent Resigned: N		Address Maintained: Y
The name and address of the Resident Agent: Name: PAUL J. ISIKWE Address: [REDACTED] City or Town, State, Zip, Country: [REDACTED]		
The limited liability company is to be managed by its Managers The name and business address of each Manager:		
Title	Individual name	Address
MANAGER	DR. PAUL J. ISIKWE	[REDACTED]
Purpose: MANAGEMENT, CONSULTANT, INTELLECTUAL PROPERTY OPERATIONS.		
North American Industry Classification System Code(NAICS): 541618 Other Management Consulting Services		
View filings for this business entity:		
ALL FILINGS Annual Report Annual Report - Amended Annual Report - Reinstatement Annual Reports - Prior to 2006 Articles of Amendment		

[Click here to access 2006 and 2007 annual reports filed prior to July 25, 2007. The corporate ID is required.](#)

[View filings](#)

[New search](#)

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STATE OF RHODE ISLAND
DEPARTMENT OF ADMINISTRATION
DIVISION OF TAXATION
ONE CAPITOL HILL
PROVIDENCE, RI 02908

DAMASCUS MANAGEMENT LLC
[REDACTED]
[REDACTED]

LETTER OF GOOD STANDING

It appears from our records that **Damascus Management, LLC** has filed all the required returns due for this letter of good standing and paid all known tax liabilities as of this date. **Damascus Management, LLC** is in good standing with the Rhode Island Division of Taxation as of **06/05/2025**. This letter of good standing is expressly conditional and may be based upon unaudited returns, subject to future audit.

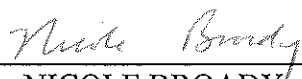
This Letter of Good Standing does not cover any violation of chapter 20 of Title 44 that has occurred within the last thirty (30) days and any resulting assessments and/or license suspension which have not yet issued from the Division for such violation(s). Any subsequent application for a license or permit may be denied in accordance with R.I. Gen. Laws § 44-20-4.1.

This letter is issued pursuant to the request of the above-named corporation for the purpose of:

TAX STATUS

This letter of good standing is valid only for the specific reason listed above and is not valid for any other reason(s).

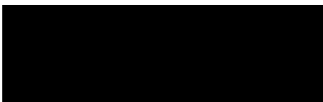
Very truly yours,



NICOLE BROADY
Supervising Revenue Officer



Neena Savage
Tax Administrator



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TAXPAYER IDENTIFICATION

Attachments for AUR Form 1, Number 8, Federal Employer Identification Number

Attachments Included:

- Internal Revenue Services: FEIN Assignment

See following pages with attachments mentioned above.



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 09-02-2025

Employer Identification Number:
[REDACTED]

Form: SS-4

Number of this notice: CP 575 A

RMI DISPENSARY INC
% DR PAUL J ISIKWE
[REDACTED]

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN [REDACTED]. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1120

04/15/2026

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION: If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have

requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- Refer to this EIN on your tax-related correspondence and documents.
- Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is RMID. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence so
we may identify your account. Please correct
any errors in your name or address.

CP 575 A
999999999

Your Telephone Number Best Time to Call
() - _____

DATE OF THIS NOTICE: 09-02-2025
EMPLOYER IDENTIFICATION NUMBER: [REDACTED]
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
[REDACTED]

RMI DISPENSARY INC
% DR PAUL J ISIKWE
[REDACTED]

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AFFIRMATIONS

Attachments for AUR Form 1, Number 9, Attestation by a Bona Fide Labor Organization

Attachments Included:

- Executed Labor Peace Agreement

Attachments for AUR Form 1, Number 5, (a)(b), Attestation of full compliance with local zoning laws and is in receipt of all required zoning approvals.

Attachments Included:

- Zoning Certificate

Attachments for AUR Exhibit D, Security and Safety Plan, Secure Deposit Bank Account

Attachment Included:

- Financial Institution Prospect Letter

See following pages with attachments mentioned above.

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CONFIDENTIAL



Labor Peace Agreement

RMI Dispensary Inc. ("the Company") and the United Food and Commercial Workers Union ("the Union") hereby agree to the following terms:

1. Neutrality and Non-Disparagement. The Company agrees to take a neutral approach to unionization of workers, meaning that the Company, which also includes any managers, agents, and representatives, will neither help nor hinder the Union's organizing effort, including making any statement or taking any action that directly or indirectly indicates or implies any opposition to workers selecting the Union as their collective bargaining representative, or directly or indirectly supporting or assisting in any way any person or group who may oppose the Union. This includes the Company refraining from making negative comments or otherwise demean by word or action the Union, Union representatives, or unionization. The Union agrees to refrain from exercising its rights to picket, handbill and engage in other economic activities against the Company's facilities or operations; however, if the Company recognizes another union as the bargaining representative of any workers, the union's obligation will automatically cease to apply to those workers' facilities or operations.
2. Bargaining Unit: The Union will notify the company of the facilities and/or operations for which the union seeks to invoke this agreement's unionization process and, in this notice, the Union will designate the bargaining unit. The Union is not limited in the number of times it can provide such notice and invoke this agreement's unionization process for any of the Company's employees.
3. Access. The Company grants the Union and its Union representatives access onto the Company's premises during working hours to speak with bargaining unit employees during non-working time, including meal periods and rest breaks. The Company will cooperate with the Union in making arrangements to permit these conversations to be held in areas where the employees will be able to speak to the Union representatives without monitoring by the Company.
4. Meeting. At the Union's request, the Company will conduct a meeting on a mutually agreeable date(s) and time(s) with all of the bargaining unit employees. At the meeting, the Company will tell the employees that it is neutral, does not object to their talking to and supporting the Union, and will negotiate a collective bargaining agreement (CBA) with the Union if a majority of the bargaining unit employees designate the Union as their collective bargaining representative. Union representatives will attend the meeting and, after the Company has introduced them and left the meeting, the Union representatives will talk with the employees about the Union.

CONFIDENTIAL

5. Contact information. At the Union's request, the Company shall furnish to the Union the names, job classifications, home addresses, cell phone numbers, home phone numbers and email addresses, if known, of the bargaining unit employees (collectively, "contact information"). The Company further agrees thereafter to provide updated worker contact information, as reasonably requested by the Union.
6. Recognition. When a majority of bargaining unit employees designate the Union as their collective bargaining representative, the Company will recognize the Union as the exclusive representative of the bargaining unit, provided that the Union may assign jurisdiction and representation rights to any of its affiliates. At either party's request, a neutral third party may confirm majority authorization. The Company and the Union will comply with all requirements necessary to obtain certification of the Union as the exclusive bargaining representative of these employees.
7. Elections. The Company waives the right under the National Labor Relations Act to file any petition with the National Labor Relations Board for any election in any bargaining unit subject to this agreement by itself or as part of a larger unit, and agrees to refrain from directly or indirectly supporting any such petition. If any election petition is filed, the Company agrees that, at the Union's request, the Company will enter into a full consent election agreement under Section 102.62(c) of the NLRB's Rules and Regulations under the terms the union determines. The Company waives the right to file any unfair labor practice charge related to or based on this agreement, the Union's demand for recognition under this agreement, the Union's election, or any other matter related thereto, and further agrees to refrain from directly or indirectly assisting with or supporting any such unfair labor practice charge.
8. Bargaining. Within 20 days from the date of recognition, the parties will begin good faith bargaining for a CBA covering the bargaining unit. If the Union and Company are unable to agree to a collective bargaining agreement within 90 days of commencement of negotiations, the parties agree that either the Company or the Union may require that all open provisions and issues be submitted to final and binding interest arbitration per the subsection titled herein "Arbitration." The arbitrator shall be guided by the: (i) Company's size, type of business, and financial ability; and (2) the employees' ability to sustain themselves, their families and dependents on the wages, hours, and benefits they earn from the Company, and the living wage for their family size and region, as indicated in the MIT Living Wage Calculator (<http://livingwage.mit.edu/>).
9. Arbitration. The parties agree that final and binding arbitration will be the exclusive remedy for any alleged violations of this Agreement and any dispute or claim arising from or relating to the interpretation or application of any provision of this Agreement. Unless they promptly agree on an arbitrator, the parties will proceed to expedited arbitration using the American Arbitration Association's rules and procedures. The arbitrator is authorized to compel the attendance of witnesses and the production of documents at the arbitration hearing, and to award appropriate monetary, injunctive and declaratory relief. The parties agree not to challenge the arbitrator's decision in court and consent to the entry of the arbitrator's award as the order of judgment of a United States District Court, without notice. Company waives the right to challenge any aspect of this agreement before the NLRB, any other state or federal government agency, or any court.

CONFIDENTIAL

10. Successorship, affiliated companies and subcontractors. This agreement will be binding on the parties' successors and assigns, including all purchasers of the Company's assets or business, and in the event of a merger. This agreement is also binding on any and all corporations, partnerships, organizations and sole proprietorships affiliated with or related to the Company's business activities. If the Company intends to subcontract any work performed by bargaining unit employees, the Company agrees to require the subcontractor, in writing, to comply with this agreement.

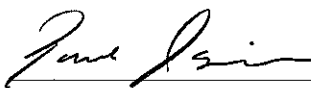
11. Severability. If any provision of this Agreement is held illegal, void or invalid under any applicable law, the parties will meet and confer to amend the provision to make it legal, valid and binding, and the remaining provisions of this Agreement will remain binding and enforceable according to their terms and the parties' intent.

12. Term of Agreement. The term of this agreement is 3 years from the date of this agreement. The term will renew for additional 1-year terms unless and until either party gives the other written notice no sooner than 60 days and no later than 30 days prior to the expiration.

13. Confidentiality. The Company and Union agree that all terms and conditions of this agreement are confidential and proprietary between the parties and shall not be disclosed to anyone else, except as may be necessary to effectuate this agreement, as required by law or court order, or as mutually agreed upon in writing prior to disclosure.

Dr. Paul J. Isikwe (President)

For the Company (print name)



Signature

December 8th, 2025

Date

RMI Dispensary Inc.

Company/Company name



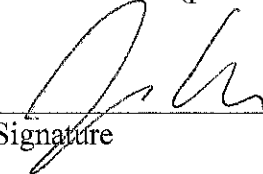
Address



Phone

Joseph Renzi

For the Union (print name)



Signature

12-9-2025

Date

401-861-0300

Phone

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Brett P. Smiley, Mayor

James Moore, Director

Department of Inspections and Standards

ZONING CERTIFICATION

A zoning certificate is defined by R.I.G.L. § 45-24-31(65) as "a document signed by the zoning enforcement officer, as required in the zoning ordinance, which acknowledges that a use, structure, building or lot either complies with or is legally nonconforming to the provisions of the municipal zoning ordinance or is an authorized variance or modification therefrom."

Location: 150 Vandewater St , Providence 02908**Plat/Lot:** 102-0221-0000**Lot Area:** 36417**Issue Date:** December 24, 2025**Zoning District:** C-3 Heavy Commercial District**Zoning Certificate Number:** **ZC-25-539****Zoning Use 1****Zoning Use:** Vehicle Dealership/Rental**Reference Document (Permit #):** 614 **Date:** October 16, 1997**Date of CO or LOC:****Is this Zoning Use permitted by right?:** Yes**Is this Zoning Use nonconforming?:** No**Is this Zoning Use by Variance or Special Use Permit?:** No**ZBR Resolution Number:****Zoning Use 2****Zoning Use:** Body Modification Establishment**Reference Document (Permit #):** 1633 **Date:** April 29, 1997**Date of CO or LOC:****Is this Zoning Use permitted by right?:** Yes**Is this Zoning Use nonconforming?:** No**Is this Zoning Use by Variance or Special Use Permit?:** No**ZBR Resolution Number:****Zoning Use 3****Zoning Use:** Office**Reference Document (Permit #):** 1633 **Date:** April 29, 1997**Date of CO or LOC:****Is this Zoning Use permitted by right?:** Yes**Is this Zoning Use nonconforming?:** No**Is this Zoning Use by Variance or Special Use Permit?:** No**ZBR Resolution Number:****Requestor Info:****Name:** Dr. Paul J. Isikwe**Owner Info:****Name:** Castlegate Realty LLC**Address:** 140 Vandewater St Providence RI**Comments:**

In response to the request for information regarding the proposed use of the location as a Cannabis Retailer:

Article 12, Table 12-1 (Use Matrix) of the Providence Zoning Ordinance permits the use of Cannabis Retailer in the C-3 zoning district subject to the use standards of Ordinance Section 1202.JJ.

The requirements of Section 1202.JJ will be reviewed for compliance with the materials submitted for a building permit and certificate of occupancy as is required to formally establish the proposed use.

This certificate is being supplied to you in accordance with R.I.G.L. §45-24-54 and Section 1916, Article 19 of the City of Providence Code of Ordinances, which provide that upon a written request for guidance or clarification, the director of the Department of Inspection and Standards shall issue a zoning certificate or provide information to the requesting party within fifteen (15) days of a written request. The zoning designation provided by the director shall be considered accurate on the date. Please note that zoning designations are subject to change by the Providence City Council.

Department of Inspection and Standards
ZONING CERTIFICATION



Zoning Official

Zoning Use 1
Zoning Use: Vehicle Dealership/Detail
Reference Document (Permit #): 814 Date: October 18, 1997
Date of CO or LOC:
Is this Zoning Use permitted by right? Yes
Is this Zoning Use nonconforming? No
Is this Zoning Use by Variance or Special Use Permit? No
ZBR Resolution Number:

Zoning Use 2
Zoning Use: Body Modification Establishment
Reference Document (Permit #): 1883 Date: April 29, 1997
Date of CO or LOC:
Is this Zoning Use permitted by right? Yes
Is this Zoning Use nonconforming? No
Is this Zoning Use by Variance or Special Use Permit? No
ZBR Resolution Number:

Zoning Use 3
Zoning Use: Office
Reference Document (Permit #): 1897 Date: April 29, 1997
Date of CO or LOC:
Is this Zoning Use permitted by right? Yes
Is this Zoning Use nonconforming? No
Is this Zoning Use by Variance or Special Use Permit? No
ZBR Resolution Number:

Owner Info:
Name: Castagna Realty LLC
Address: 140 Vandewater St Providence RI

Requestor Info:
Name: Dr. Paul J. Ialwa

Comments:
In response to the request for information regarding the proposed use of the location as a Cannabis Retailer

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December 8, 2025

RMI Dispensary Inc.

Dear Dr. Paul J Isikwe:

Thank you for taking the time to communicate your interest in BayCoast Bank's CRB program. We are excited to offer products that we feel will be unique and provide value to your organization. Based on our conversation, you are in the application process with RI CCC. If you are selected through the hybrid random selection process, we can start our onboarding and due diligence account opening process. Should you have any questions please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink that reads "E. Coelho".

Elizabeth Pimentel Coelho
BSA High Risk Portfolio Analyst

BayCoast Bank
330 Swansea Mall Drive
Swansea, MA 02777

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AUR FORM 2

AUR FORM 2 – Disclosure of Owners and Other Interest Holders

Name of Applicant: **RMI 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 Dr. Paul J. Isikwe		SSN/FEIN [REDACTED]		DOB [REDACTED]	Email Address [REDACTED]
Address (residence if person; business address if entity) [REDACTED]	City [REDACTED]	State [REDACTED]	ZIP [REDACTED]	Phone Number [REDACTED]	
Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title RMI DISPENSARY INC. – Board Member		Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.) [REDACTED]			Ownership interest in applicant . [REDACTED]
Name of person or entity N/A		SSN/FEIN N/A		DOB N/A	Email Address N/A
Address (residence if person; business address if entity) N/A	City N/A	State N/A	ZIP N/A	Address (residence if person; business address if entity) N/A	
Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title N/A		Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.) N/A			Ownership interest in applicant . N/A
Name of person or entity N/A		SSN/FEIN N/A		DOB N/A	Email Address N/A
Address (residence if person; business address if entity) N/A	City N/A	State N/A	ZIP N/A	Address (residence if person; business address if entity) N/A	

Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title N/A		Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.) N/A		Ownership interest in applicant . N/A	
Name of person or entity N/A		SSN/FEIN N/A		DOB N/A	
Address (residence if person; business address if entity) N/A		City N/A		State N/A	
Address (residence if person; business address if entity) N/A		ZIP N/A		Address (residence if person; business address if entity) N/A	
Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title N/A		Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.) N/A		Ownership interest in applicant . N/A	
Name of person or entity N/A		SSN/FEIN N/A		DOB N/A	
Address (residence if person; business address if entity) N/A		City N/A		State N/A	
Address (residence if person; business address if entity) N/A		ZIP N/A		Address (residence if person; business address if entity) N/A	
Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title N/A		Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.) N/A		Ownership interest in applicant . N/A	
Name of person or entity N/A		SSN/FEIN N/A		DOB N/A	
Address (residence if person; business address if entity) N/A		City N/A		State N/A	
Address (residence if person; business address if entity) N/A		ZIP N/A		Address (residence if person; business address if entity) N/A	
Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title N/A		Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.) N/A		Ownership interest in applicant . N/A	
Name of person or entity N/A		SSN/FEIN N/A		DOB N/A	
Address (residence if person; business address if entity) N/A		City N/A		State N/A	
Address (residence if person; business address if entity) N/A		ZIP N/A		Address (residence if person; business address if entity) N/A	
Name of business this person or entity is associated with (i.e. Applicant, parent company name or subsidiary name) and Role/Title N/A		Ownership interest in entity listed in preceding box (Ex. ownership percentage, number of shares, etc.) N/A		Ownership interest in applicant . N/A	
Name of person or entity N/A		SSN/FEIN N/A		DOB N/A	
Address (residence if person; business address if entity) N/A		City N/A		State N/A	
Address (residence if person; business address if entity) N/A		ZIP N/A		Address (residence if person; business address if entity) N/A	
B. LIST ALL OFFICERS, DIRECTORS, MANAGERS, MEMBERS OR AGENTS OF APPLICANT AND ANY OTHER ENTITIES DESCRIBED IN SECTION A.					
<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 Dr. Paul J. Isikwe		SSN/FEIN [REDACTED]		DOB [REDACTED]	
Address (residence if person; business address if entity) [REDACTED]		City [REDACTED]		State [REDACTED]	
Address (residence if person; business address if entity) [REDACTED]		ZIP [REDACTED]		Phone Number [REDACTED]	
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) RMI DISPENSARY INC.		List your title or role, with respect to the entity listed in the preceding box. Board Member		List your title or role, if any, with respect to the Applicant President	
Name of person or entity N/A		SSN/FEIN N/A		DOB N/A	
Address (residence if person; business address if entity) N/A		City N/A		State N/A	
Address (residence if person; business address if entity) N/A		ZIP N/A		Address (residence if person; business address if entity) N/A	

Address (residence if person; business address if entity) N/A		City N/A	State N/A	ZIP N/A	Address (residence if person; business address if entity) N/A	
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) N/A			List your title or role, with respect to the entity listed in the preceding box. N/A		List your title or role, if any, with respect to the Applicant N/A	
Name of person or entity N/A			SSN/FEIN N/A		DOB N/A	Email N/A
Address (residence if person; business address if entity) N/A		City N/A	State N/A	ZIP N/A	Address (residence if person; business address if entity) N/A	
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) N/A			List your title or role, with respect to the entity listed in the preceding box. N/A		List your title or role, if any, with respect to the Applicant N/A	
Name of person or entity N/A			SSN/FEIN N/A		DOB N/A	Email N/A
Address (residence if person; business address if entity) N/A		City N/A	State N/A	ZIP N/A	Address (residence if person; business address if entity) N/A	
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) N/A			List your title or role, with respect to the entity listed in the preceding box. N/A		List your title or role, if any, with respect to the Applicant N/A	
Name of person or entity N/A			SSN/FEIN N/A		DOB N/A	Email N/A
Address (residence if person; business address if entity) N/A		City N/A	State N/A	ZIP N/A	Address (residence if person; business address if entity) N/A	
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) N/A			List your title or role, with respect to the entity listed in the preceding box. N/A		List your title or role, if any, with respect to the Applicant N/A	
Name of person or entity N/A			SSN/FEIN N/A		DOB N/A	Email N/A
Address (residence if person; business address if entity) N/A		City N/A	State N/A	ZIP N/A	Address (residence if person; business address if entity) N/A	
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) N/A			List your title or role, with respect to the entity listed in the preceding box. N/A		List your title or role, if any, with respect to the Applicant N/A	
<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 N/A			SSN/FEIN N/A		DOB N/A	Email N/A
Address (residence if person; business address if entity) N/A		City N/A	State N/A	ZIP N/A	Phone Number N/A	
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) N/A			List your title or role, if any, with respect to the entity listed in the preceding box. N/A			
Name of person or entity N/A			SSN/FEIN N/A		DOB N/A	Email N/A
Address (residence if person; business address if entity) N/A		City N/A	State N/A	ZIP N/A	Address (residence if person; business address if entity) N/A	
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) N/A			List your title or role, if any, with respect to the entity listed in the preceding box. N/A			

N/A				
Name of person or entity N/A		SSN/FEIN N/A		DOB N/A
Address (residence if person; business address if entity) N/A		City N/A	State N/A	ZIP N/A
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) N/A		List your title or role, if any, with respect to the entity listed in the preceding box. N/A		
Name of person or entity N/A		SSN/FEIN N/A		DOB N/A
Address (residence if person; business address if entity) N/A		City N/A	State N/A	ZIP N/A
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) N/A		List your title or role, if any, with respect to the entity listed in the preceding box. N/A		
Name of person or entity N/A		SSN/FEIN N/A		DOB N/A
Address (residence if person; business address if entity) N/A		City N/A	State N/A	ZIP N/A
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) N/A		List your title or role, if any, with respect to the entity listed in the preceding box. N/A		
Name of person or entity N/A		SSN/FEIN N/A		DOB N/A
Address (residence if person; business address if entity) N/A		City N/A	State N/A	ZIP N/A
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) N/A		List your title or role, if any, with respect to the entity listed in the preceding box. N/A		
<p>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> <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 Dr. Paul J. Isikwe		SSN/FEIN [REDACTED]		DOB [REDACTED]
Address (residence if person; business address if entity) [REDACTED]		City [REDACTED]	State [REDACTED]	ZIP [REDACTED]
Name of business this person or entity is associated with (i.e., Applicant, parent company or subsidiary) RMI DISPENSARY INC.		Describe the financial interest in entity listed in preceding box [REDACTED]		Describe the financial interest in Applicant, if different N/A
Name of person or entity N/A		SSN/FEIN N/A		DOB N/A
Address (residence if person; business address if entity) N/A		City N/A	State N/A	ZIP N/A

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

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 CASTLEGATE REALTY LLC		SSN/FEIN N/A		DOB N/A	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) RMI DISPENSARY INC			Describe the management or operational role or interest Property Owner		
Name of person or entity N/A		SSN/FEIN N/A		DOB N/A	Email N/A

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

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
Brian Corey Jr.						

N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A

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
Brian Corey Jr.						
N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A

Section IV:

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



CERTIFICATION AS TO AUR FORM 2

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

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

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

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

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

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

Signature of Authorized Signatory

12/28/2025

Date

Dr. Paul J. Isikwe

Printed Name

Print Title: President

Print Name of Applicant: **RMI DISPENSARY INC.**

AUR FORM 2
SUPPORTING DOCUMENTS

DISCLOSURE OF OWNERS AND OTHER INTEREST HOLDERS

Section II:

List all including persons, firms, partnerships, corporations, limited liability companies, trusts, who 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.

See following page outlining Loan Agreement with Applicant

CONDITIONAL BUSINESS LOAN AGREEMENT

CONTINGENCY – RHODE ISLAND CANNABIS RETAIL ESTABLISHMENT SALES LICENCE GRANTING/AWARDING

[REDACTED] Date: December 28th, 2025

For value received, the undersigned, **RMI DISPENSARY INC.** (the "Borrower"), has received a pledge of investment from Brian R. Corey Jr. (the "Lender"), in the sum of [REDACTED] and interest on the unpaid principal at the rate of [REDACTED]

This Conditional Business Loan Agreement ("Agreement") is entered into as the **28th** day of **December, 2025**, ("Effective Date") by and between:

LENDER: Brian R. Corey Jr.

Address: [REDACTED]

Phone Number: [REDACTED]

BORROWER: RMI DISPENSARY INC.

Rhode Island Entity ID: 001795484

Business Address: [REDACTED]

Phone Number: [REDACTED]

1. PURPOSE

The Borrower and the Lender have indicated an interest in exploring a potential business relationship (the "Transaction") in which the Borrower is applying for a Cannabis Retail Establishment Sales License issued by the Rhode Island Cannabis Control Commission ("CCC") pursuant to the Rhode Island Cannabis Act and applicable CCC Regulations.

2. CONDITIONAL NATURE OF AGREEMENT

This Loan Agreement is expressly contingent upon Borrower being formally awarded a Cannabis Retail Sales License by the State of Rhode Island. No loan obligation, funding requirement, or repayment duty shall exist unless and until such license is awarded.

3. LICENSE CONDITION PRECEDENT

Funding shall occur within five (5) business days after Borrower provides Lender written proof issuance of Cannabis Retail Sales License.

4. USE OF FUNDS

Loan proceeds shall be used exclusively for lawful cannabis retail operations including:

1. Cannabis retail facility build-out
2. Licensing fees and regulatory compliance
3. Inventory, security, staffing, and other operational expenses

5. LOAN AMOUNT

Upon satisfaction of the awarding of a Cannabis Retail Sales License by the State of Rhode Island, Lender agrees to loan Borrower the principal amount in the amount of [REDACTED].

6. INTEREST

Interest shall accrue at an annual percentage rate of [REDACTED] per annum, calculated on the outstanding principal balance.

7. TERMS OF REPAYMENT

A. Payments

The unpaid principal and accrued interest shall be payable to the Lender in the total amount [REDACTED] and shall include accrued at an annual percentage rate of [REDACTED] per annum.

B. Application of Payments

All payments on this Loan Agreement shall be applied first in payment of accrued interest and any remainder in payment of principal.

C. Acceleration of Debt

If any payment obligation under this Loan Agreement is not paid when due, the remaining unpaid principal balance and any accrued interest shall become due immediately at the option of the Lender.

8. PREPAYMENT

The Borrower reserves the right to prepay this Loan Agreement (in whole or in part) prior to a predetermined date with no prepayment penalty. Any such prepayment shall be applied against the installments of principal due under this Loan Agreement in the inverse order of their maturity and shall be accompanied by payment of accrued interest on the amount prepaid to the date of prepayment.

9. COLLECTION COSTS

If any payment obligation under this Loan Agreement is not paid when due, the Borrower promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit commences as part of the collection process.

10. MISCELLANEOUS

All payments of principal and interest on this Note shall be paid in the legal currency of the United States. The Borrower waives payment, protest, and notice of protest and demand of this Note.

No delay in enforcing any right of the Lender under this Loan Agreement, or assignment by Lender of this Loan Agreement, or failure to accelerate the debt evidenced hereby by reason of default in the payment of a monthly installment or the acceptance of a past-due installment shall be construed as a waiver of the right of Lender to thereafter insist upon strict compliance with the terms of this Loan Agreement without notice being given to Borrower.

11. SECURITY

This Loan shall be Unsecured.

12. DEFAULT

If any of the following events of default occur, this Loan Agreement and any other obligations of the Borrower to the Lender, shall become due immediately, without demand or notice:

- 1) the failure of the Borrower to pay the principal and any accrued interest when due;
- 2) the liquidation, dissolution, incompetency or death of the Borrower;
- 3) the filing of bankruptcy proceedings involving the Borrower as a debtor;
- 4) the application for the appointment of a receiver for the Borrower;
- 5) the making of a general assignment for the benefit of the Borrower's creditors;
- 6) the insolvency of the Borrower;
- 7) a misrepresentation by the Borrower to the Lender for the purpose of obtaining or extending credit; or
- 8) the sale of a material portion of the business or assets of the Borrower.

13. NO OWNERSHIP

This Loan Agreement is strictly a debt instrument. Nothing in this Loan Agreement shall be construed to create the following with the Borrower:

1. An equity interest
2. A partnership, or
3. Ownership in the Cannabis Retail Establishment Sales License

14. SEVERABILITY OF PROVISIONS

If any one or more of the provisions of this Loan Agreement are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions remain fully operative.

15. GOVERNING LAW

This Loan Agreement shall be construed in accordance with the laws of the State of Rhode Island.

16. SIGNATURES

This Loan Agreement shall be signed by DR. PAUL J. ISIKWE, on behalf of RMI DISPENSARY INC. and BRIAN R. COREY JR.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Loan Agreement has been executed and delivered in the manner prescribed by law as of the date first written above.

Signed this 28th day of December, 2025, (“Effective Date”) by and between:

<u>12-28-2025</u>	<u>RMI DISPENSARY INC.</u>	<u></u>	<u>Dr. Paul J. Isikwe, President</u>
Date	Company Full Name	Company Representative Signature	Company Representative Name and Title
<u>12-28-2025</u>	<u>Brain R. Corey Jr.</u>	<u></u>	
Date	Full Name	Signature	

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DISCLOSURE OF OWNERS AND OTHER INTEREST HOLDERS

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.

See following page outlining Loan Agreement with Applicant

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[REDACTED] Date: December 28th, 2025

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LENDER: Brian R. Corey Jr.

Address: [REDACTED]

Phone Number: [REDACTED]

BORROWER: RMI DISPENSARY INC.

Rhode Island Entity ID: 001795484

Business Address: [REDACTED]

Phone Number: [REDACTED]

1. PURPOSE

The Borrower and the Lender have indicated an interest in exploring a potential business relationship (the "Transaction") in which the Borrower is applying for a Cannabis Retail Establishment Sales License issued by the Rhode Island Cannabis Control Commission ("CCC") pursuant to the Rhode Island Cannabis Act and applicable CCC Regulations.

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3. LICENSE CONDITION PRECEDENT

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4. USE OF FUNDS

Loan proceeds shall be used exclusively for lawful cannabis retail operations including:

1. Cannabis retail facility build-out
2. Licensing fees and regulatory compliance
3. Inventory, security, staffing, and other operational expenses

5. LOAN AMOUNT

Upon satisfaction of the awarding of a Cannabis Retail Sales License by the State of Rhode Island, Lender agrees to loan Borrower the principal amount in the amount of [REDACTED].

6. INTEREST

Interest shall accrue at an annual percentage rate of [REDACTED] per annum, calculated on the outstanding principal balance.

7. TERMS OF REPAYMENT

A. Payments

The unpaid principal and accrued interest shall be payable to the Lender in the total amount [REDACTED] and shall include accrued at an annual percentage rate of [REDACTED] per annum.

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9. COLLECTION COSTS

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- 2) the liquidation, dissolution, incompetency or death of the Borrower;
- 3) the filing of bankruptcy proceedings involving the Borrower as a debtor;
- 4) the application for the appointment of a receiver for the Borrower;
- 5) the making of a general assignment for the benefit of the Borrower's creditors;
- 6) the insolvency of the Borrower;
- 7) a misrepresentation by the Borrower to the Lender for the purpose of obtaining or extending credit; or
- 8) the sale of a material portion of the business or assets of the Borrower.

13. NO OWNERSHIP

This Loan Agreement is strictly a debt instrument. Nothing in this Loan Agreement shall be construed to create the following with the Borrower:

1. An equity interest
2. A partnership, or
3. Ownership in the Cannabis Retail Establishment Sales License

14. SEVERABILITY OF PROVISIONS

If any one or more of the provisions of this Loan Agreement are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions remain fully operative.

15. GOVERNING LAW

This Loan Agreement shall be construed in accordance with the laws of the State of Rhode Island.

16. SIGNATURES

This Loan Agreement shall be signed by DR. PAUL J. ISIKWE, on behalf of RMI DISPENSARY INC. and BRIAN COREY.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Loan Agreement has been executed and delivered in the manner prescribed by law as of the date first written above.

Signed this 28th day of December, 2025, (“Effective Date”) by and between:

<u>12-28-2025</u>	<u>RMI DISPENSARY INC.</u>	<u></u>	<u>Dr. Paul J. Isikwe, President</u>
Date	Company Full Name	Company Representative Signature	Company Representative Name and Title
<u>12-28-2025</u>	<u>Brain R. Corey Jr.</u>	<u></u>	
Date	Full Name	Signature	

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DISCLOSURE OF OWNERS AND OTHER INTEREST HOLDERS

Section IV:

Part 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.

Attachments for AUR Form 2, Section IV, Part A are attached.

Attachments Included:

- Certificate of Incorporation
- Articles of Incorporation
- Organization Bylaws
- Stock Certificate
- Shareholder Resolution – Issuance of Shares
- Disclosure of Agreements

See following pages with attachments mentioned above.

CERTIFICATE OF INCORPORATION

RMI Dispensary Inc.

Rhode Island Domestic Business Company

CERTIFICATE OF INCORPORATION

The undersigned person(s), acting as incorporator(s) of a corporation organized under the laws of Rhode Island, hereby adopt(s) the following Certificate of Incorporation:

Corporate Name. The name of this corporation is RMI Dispensary Inc.

Initial Principal Office. The address of the corporation's initial principal office is:

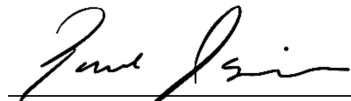
Shares. The total number of shares that the corporation shall have the authority to issue is [REDACTED]
[REDACTED] shares of [REDACTED] Common Stock.

Registered Office and Agent. The street address of the corporation's initial registered office and the name of its initial registered agent at such address is:

Dr. Paul J. Isikwe
RMI Dispensary Inc.

Purpose. The purpose of the corporation is to operate as a lawful retail establishment focused on providing services that promote personal wellness in the State of Rhode Island.

Directors. The names and residence address of the persons constituting the initial Board of Directors are:



Dr. Paul J. Isikwe, President

After the initial board of directors, the board shall consist of such number of directors as shall be determined by the shareholders from time to time at each annual meeting at which directors are to be elected.

Liability of Directors. To the fullest extent permitted by law, no director of this corporation shall be personally liable to the corporation or its shareholders for monetary damages for breach of any duty owed to the corporation or its shareholders, except that a director may be held personally liable for (i) breaches of the duty of loyalty, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) declaration of unlawful dividends or unlawful stock repurchases or redemptions, or (iv) a transaction from which the director derives an improper personal benefit.

Any director or officer who is involved in litigation or other proceedings by reason of their position as a director or officer of this corporation shall be indemnified and held harmless by the corporation to the fullest extent permitted by law.

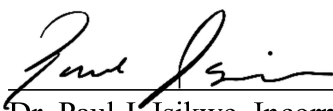
Other Provisions.

Stock Transfer Restriction. No shareholder of this corporation shall sell any shares of stock held by him or her in this corporation without first offering to sell such stock to the corporation on the same terms and conditions and at the price offered in good faith and in writing by any proposed purchaser. The written offer by such proposed purchaser shall be delivered to the corporation at the time the stock is offered to the corporation for sale. The corporation shall have the right to accept the offer any time within 30 days from and after the date on which the offer is made to the shareholder and shall exercise the option to purchase by notifying the shareholder in writing. If the corporation shall not exercise its option to purchase the shares of stock, it shall notify the shareholder in writing within the 30-day period, and the shares may then be sold by the shareholder, but only to the proposed purchaser on the same terms and conditions as offered to the corporation, and only within 30 days from and after the date on which the corporation declines to exercise its option.

Corporate Seal. The corporation shall have no corporate seal.

Execution of Written Instruments. All instruments that are executed on behalf of the corporation which are acknowledged and which affect an interest in real estate shall be executed by the President or any Vice-President and the Secretary or Treasurer. All other instruments executed by the corporation, including a release of mortgage or lien, may be executed by the President or Vice-President. Notwithstanding the preceding provisions of this section, any written instrument may be executed by any officer(s) or agent(s) that are specifically designated by resolution of the board of directors.

Certification. I certify that I have read the above Certificate of Incorporation and that it is true and correct to the best of my knowledge.



Dr. Paul J. Isikwe, Incorporator



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ARTICLES OF INCORPORATION

RMI Dispensary Inc.

Rhode Island Domestic Business Corporation

ARTICLES OF INCORPORATION

ARTICLE I, NAME

1.01 Name

The name of this corporation shall be [RMI Dispensary Inc.].

ARTICLE II, DURATION

2.01 Duration

The duration of [RMI Dispensary Inc.] is perpetual.

ARTICLE III, PURPOSE

3.01 Purpose

[RMI Dispensary Inc.] is a domestic business corporation and shall operate as a lawful retail establishment focused on providing services that promote personal wellness in the State of Rhode Island to eligible customers.

ARTICLE IV, CORPORATION STRUCTURE

4.01 Corporation Schedule

[RMI Dispensary Inc.] elects to be treated as a C-Corporation under applicable federal and state tax laws.

ARTICLE V, AUTHORIZED SHARES

5.01 Authorized Shares

The total number of shares of stock that [RMI Dispensary Inc.] is authorized to issue is [REDACTED] of Common Stock with [REDACTED]. Shareholders will be required to first offer their shares to the [RMI Dispensary Inc.] before selling to other parties.

ARTICLE VI, APPOINTMENT OF REGISTERED AGENT AND OFFICE

6.01 Registered Agent

The registered agent of the [RMI Dispensary Inc.] shall be:

Dr. Paul J. Isikwe



ARTICLE VII, BOARD OF DIRECTORS

7.01 Governance

[RMI Dispensary Inc.] shall be governed by its board of directors.

7.02 Initial Directors

The name and address of the person who is to serve as the initial director of [RMI Dispensary Inc.] board of directors until the first annual meeting of shareholders and board of directors or until a successor is elected and qualified is:

Dr. Paul J. Isikwe



ARTICLE VIII, OFFICER ROLES AND DUTIES

8.01 President

The board president shall be the chief volunteer officer of the corporation. The President shall lead the board of directors in performing its duties and responsibilities, including, if present, presiding at all meetings of the board of directors, and shall perform all other duties incident to the office or properly required by the board of directors.

8.02 Vice President

In the absence or disability of the board president, the ranking vice president or vice president designated by the board of directors shall perform the duties and responsibilities of the board president. When so acting, the vice president shall have all the powers if and be subject to all the restrictions upon the board president. The vice president shall have such other powers and perform such other duties prescribed for them by the board of directors or board president. The vice president shall normally accede to the office of board president upon the completion of the board president's term of office.

8.03 Compliance Officer

The compliance officer ensures a company functions in a legal and ethical manner while meeting its business goals. The compliance officer shall be responsible for developing compliance programs and reviewing company policies. Compliance Officer to guarantee that [RMI Dispensary Inc.] processes and transactions follow all relevant legal and internal guidelines. Implement and manage an effective legal compliance program. The compliance officer shall advise the board of directors on compliance with laws and regulations through detailed reports. The compliance officer shall create and manage effective action plans in response to audit discoveries and compliance violations. Assess company operations to determine compliance risk. The compliance officer shall ensure all employees are educated on the latest regulations and processes and resolve employee concerns about legal compliance. The compliance officer shall perform all duties properly required by the board of directors or the board president. The compliance officer may appoint, with approval of the board, a qualified fiscal agent or member of the staff to assist in the performance of all or part of the corporation.

ARTICLE IX, SOLE OWNERSHIP AND CONTROL

9.01 Sole Ownership and Control

The sole shareholder of [RMI Dispensary Inc.] shall be Paul Jude Isikwe, who owns █████ of the issued shares.

ARTICLE X, DECISION-MAKING AUTHORITY

10.01 Decision-Making Authority

In all matters requiring shareholder or board approval, the sole shareholder and sole director shall have final and exclusive authority. In the event that any future directors, officers, or shareholders are added, and unanimity cannot be reached on any matter requiring unanimous consent, the President, who is also the sole shareholder and director, shall have final decision-making authority. This clause shall supersede any bylaws or provisions to the contrary.

ARTICLE XI, LIMITATION OF LIABILITY

11.01 Limitation of Liability

To the fullest extent permitted by the laws of the State of Rhode Island, a director or officer of [RMI Dispensary Inc.] shall not be personally liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty.

ARTICLE XII, INDEMNIFICATION

12.01 Indemnification

[RMI Dispensary Inc.] shall indemnify its officers, directors, employees, and agents to the fullest extent permitted by the laws of the State of Rhode Island.

ARTICLE XIII, INCORPORATOR

13.01 Incorporator

The Incorporators of the [RMI Dispensary Inc.] shall be:

Dr. Paul J. Isikwe

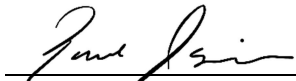


ARTICLE XIV, DATE OF INCORPORATION

14.01 Date of Incorporation

The registered agent of the [RMI Dispensary Inc.] signed this 2nd Day of September 2025, by the incorporator. The signature of the individual signing this instrument constitute 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 [RMI Dispensary Inc.], and that the facts stated herein are true, as of the date of the filing, in compliance with R.I. Gen. Laws § 7-6.

Signatures of Incorporators:



Dr. Paul J. Isikwe

RMI Dispensary, Inc.

Rhode Island Domestic Business Corporation

UNANIMOUS CONSENT RESOLUTION OF ARTICLES OF INCORPORATION

The undersigned, being all of the initial directors of the above [RMI Dispensary Inc.], hereby waive all notice and consent to the following action to be taken [RMI Dispensary Inc.] in lieu of the first meeting of the directors.

RESOLVED, the Articles of Incorporation of the domestic business corporation, [RMI Dispensary Inc.] which were reviewed by the undersigned and filed with the Secretary of State on August 8th, 2025, are approved.

RESOLVED, all of the actions taken by the incorporator (Dr. Paul J. Isikwe) and the initial director (Dr. Paul J. Isikwe) in incorporating [RMI Dispensary Inc.] are approved.

RESOLVED, that the attached bylaws are adopted.

RESOLVED that the attached form of stock certificate has been adopted.

RESOLVED, that the following person(s) is/are elected to serve as initial director(s) until their successor is duly elected and qualified at the first annual meeting of the shareholders or until their earlier resignation or removal:

Dr. Paul J. Isikwe



RESOLVED, that the following persons are elected as officers of [RMI Dispensary Inc.] until the first annual meeting of the directors or until their successor is duly chosen and qualified:

Name	Officer
Dr. Paul J. Isikwe	President

RESOLVED, that the officers are authorized and directed to file such documents as may be required to obtain an employer identification number [RMI Dispensary Inc.].

RESOLVED, that the corporate fiscal year shall end on the last day of December of each year.

RESOLVED, that the shareholders and president shall issue the following number of shares of [RMI Dispensary Inc.]'s common stock for the consideration as shown to the persons named:

Name	No. of Shares	Consideration
Dr. Paul J. Isikwe	██████████	████████████████████

RESOLVED, that the officers are authorized and directed to establish one or more corporate bank accounts and to borrow such amounts as they deem appropriate.

RESOLVED, that the officers are authorized and directed to pay all expenses arising out of the incorporation of the corporation and to reimburse persons who have advanced funds for such purposes.

RESOLVED, that the officers are authorized and directed to take any action deemed necessary or advisable to qualify the corporation as an S Corporation under Section 1361 of the Internal Revenue Code.

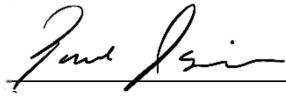
RESOLVED, that the officers are authorized and directed to obtain such liability and other insurance coverage as the officers deem appropriate.

RESOLVED, that the officers are authorized and directed to lease office space at ██████████
████████████████████ from August 8th, 2025, upon such terms as the officers deem appropriate.

RESOLVED, that the date for the first annual meeting of the shareholders is August 8th, 2025, at 10:00 AM.

RESOLVED, that the officers are authorized and directed to take any further action as may be deemed necessary or advisable in order to carry out the purpose and intent of the above Resolutions.

IN WITNESS WHEREOF, the undersigned have executed this consent as of August 8th, 2025. This consent may be executed in multiple counterparts, each of which shall be given full force and effect as an original, fully executed copy of such consent.

A handwritten signature in black ink, appearing to read "Paul Isikwe", written over a horizontal line.

Dr. Paul J. Isikwe

August 8th, 2025

Date

RMI Dispensary Inc.

Rhode Island Domestic Business Corporation

UNANIMOUS CONSENT RESOLUTION OF PROVISIONS TO ARTICLES OF INCORPORATION

The undersigned, being all of the initial directors of the above [RMI Dispensary Inc.], hereby waive all notice and consent to the following action to be taken [RMI Dispensary Inc.] in lieu of the first meeting of the directors.

WHEREAS, the Corporation, [RMI Dispensary Inc.] provided additional provisions, if any, not inconsistent with R.I.G.L. 7-1.2, which the incorporators elect to have set forth in these Articles of Incorporation, for the regulation of the internal affairs of the corporation and compliance with the state.

ARTICLE XV, ADDITIONAL PROVISIONS

ARTICLE XV: (PART A)

Except as otherwise provided by the Rhode Island Business Corporation Act, as has been or may hereafter be amended (the "Act"), any action required or permitted to be taken at a meeting of shareholders by the Act, by these articles of incorporation or by-laws of the corporation may be taken without a meeting upon the written consent of less than all of the shareholders entitled to vote thereon if the shareholders who so consent would be entitled to cast at least the minimum number of votes which would be required to take such action at a meeting at which all shareholders entitled to vote thereon are present. Prompt notice of the action shall be given to all shareholders who would have been entitled to vote upon the action if the meeting were held.

ARTICLE XV: (PART B)

(1) Director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for breach of the Director's duty as a Director, except for (i) liability for any breach of the Director's duty of loyalty to the corporation or its shareholders, (ii) liability for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) liability imposed pursuant to the provisions of Section 81 I of the Act, or (iv) liability for any transaction (other than transactions approved in accordance with Section 807 of the Act) from which the Director derived an improper personal benefit. If the Act is amended to authorize corporate action further eliminating or limiting the personal liability of Directors, then the liability of a Director of the corporation shall be

eliminated or limited to the fullest extent so permitted. Any repeal or modification of this provision by the corporation shall not adversely affect any right or protection of a Director of the corporation existing prior to such repeal or modification.

(2) The Directors of the corporation may include provisions in the corporation's by-laws or may authorize agreements to be entered into with each Director, officer, employee or other agent of the corporation (an "Indemnified Person"), for the purpose of indemnifying an Indemnified Person in the manner and to the extent permitted by the Act.

In addition to the authority conferred upon the Directors of the corporation by the foregoing paragraph, the Directors of the corporation may include provisions in the corporation's by-laws, or may authorize agreements to be entered into with each Indemnified Person, for the purpose of indemnifying such person in the manner and to the extent provided herein:

(a) The by-law provisions or agreements authorized hereby may provide that the corporation shall, subject to the provisions of this Article, pay, on behalf of an Indemnified Person any Loss or Expenses arising from any claim or claims which are made against the Indemnified Person (whether individually or jointly with other Indemnified Persons) by reason of any Covered Act of the Indemnified Person.

(b) For the purposes of this Article, when used herein

(i) "Directors" means any or all of the directors of the corporation or those one or more shareholders or other persons who are exercising any powers normally vested in the board of directors;

(ii) "Loss" means any amount which an Indemnified Person is legally obligated to pay as a result of any claim made against the Indemnified Person for Covered Acts and shall include, without being limited to, judgments for, and awards of, damages, amounts paid in settlement of any claim, any fines or penalties or, with respect to employee benefit plans, any excise taxes or penalties;

(iii) "Expenses" means any reasonable expenses incurred by the Indemnified Person for Covered Acts including, without being limited to, legal, accounting or investigative fees and expenses, including the expense of bonds necessary to pursue an appeal of an adverse judgment; and

(iv) "Covered Act" means any act or omission of an Indemnified Person in the Indemnified Person's official capacity with the Corporation and while serving as such or while serving at the request of the Corporation as a member of the governing body, officer, employee or agent of another corporation, including, but not limited to corporations which are subsidiaries or affiliates of the Corporation, partnership, joint venture, trust, other enterprise or employee benefit plan.

(c) The by-law provisions or agreements authorized hereby may cover Loss or Expenses arising from any claims made against a retired Indemnified Person, the estate, heirs or legal representative of a deceased Indemnified Person or the legal representative of an incompetent, insolvent or bankrupt Indemnified Person, where the Indemnified Person was an Indemnified Person at the time the Covered Act upon which such claims are based occurred.

(d) Any by-law provisions or agreements authorized hereby may provide for the advancement of Expenses to an Indemnified Person prior to the final disposition of any action, suit or proceeding, or any appeal therefrom, involving such Indemnified Person and based on the alleged commission by such Indemnified Person of a Covered Act, subject to an undertaking by or on behalf of such Indemnified Person to repay the same to the corporation if the Covered Act involves a claim for which indemnification is not permitted under clause (v), below, and the final disposition of such action, suit, proceeding or appeal results in an adjudication adverse to such Indemnified Person.

(e) The by-law provisions or agreements authorized hereby may not indemnify an Indemnified Person from and against any Loss, and the Corporation shall not reimburse for any Expenses, in connection with any claim or claims made against an Indemnified Person which the corporation has determined to have resulted from: (1) any breach of the Indemnified Person's duty of loyalty to the corporation or its shareholders; (2) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law; (3) action contravening Section 811 of the Act; or (4) a transaction (other than a transaction approved in accordance with Section 807 of the Act) from which the person seeking indemnification derived an improper personal benefit.

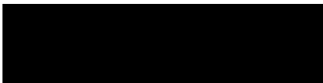
RESOLVED, the Provisions to the Articles of Incorporation of the domestic business corporation, [RMI Dispensary Inc.] which were reviewed by the undersigned and filed with the Secretary of State on September 2nd, 2025, are approved.

RESOLVED, all of the actions taken by the incorporator (Dr. Paul J. Isikwe) and the initial director (Dr. Paul J. Isikwe) in incorporating [RMI Dispensary Inc.] are approved.

IN WITNESS WHEREOF, the said [RMI Dispensary Inc.] has caused this Certificate to be signed by its duly authorized President, Dr. Paul J. Isikwe, this September 2nd, 2025.

A handwritten signature in cursive script, appearing to read "Paul J. Isikwe", is written over a horizontal line.

Dr. Paul J. Isikwe



RMI Dispensary Inc.

Rhode Island Domestic Business Corporation

CORPORATION GOVERNANCE RESOLUTION

ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION

UNANIMOUS WRITTEN CONSENT BY SOLE SHAREHOLDER

The undersigned, being the Sole Shareholder, Board Member, and Compliance Officer of RMI Dispensary Inc. (the “Corporation”), a Rhode Island Domestic Business Corporation, hereby adopts the following Governance Resolution (the “Resolution”) by an amendment to prior Articles of Incorporations pursuant to the Rhode Island Business Corporation Act (R.I. Gen. Laws § 7-1.2-101 et seq.) by unanimous written consent.

WHEREAS, the Corporation, [RMI Dispensary Inc.] provided additional provisions, if any, not inconsistent, with R.I. Gen. Laws § 7-1.2, which the Incorporator, Sole Shareholder, Board Member, and Compliance Officer elect to have set forth in these amended Articles of Incorporation upon completion of the Corporation’s first Board of Director’s Meeting.

ARTICLE XVI, ADDITIONAL PROVISIONS

Except as otherwise provided by the Rhode Island Business Corporation Act (R.I. Gen. Laws § 7-1.2), as has been or may hereafter be amended (the “Act”), any action required or permitted to be taken at the first Board of Director’s Meeting by the Act, by these Articles of Incorporation or Bylaws of [RMI Dispensary] may be taken by unanimous written consent from the Incorporator, Sole Shareholder, Board Member, and Compliance Officer.

The Articles of Incorporation are hereby amended by adding the following, which shall read as follows:

AUTHORIZED CAPITALIZATION

RESOLVED, that the total authorized capitalization of the Corporation shall consist of [REDACTED] of Common Stock, no par value, as permitted under R.I. Gen. Laws § 7-1.2-202.

ISSUED AND OUTSTANDING SHARES

RESOLVED, that as of the effective date of this Resolution, the Corporation has issued [REDACTED] shares of Common Stock, representing [REDACTED] of the total authorized shares, all of which are owned by the Sole Shareholder.

UNISSUED / TREASURY SHARE RESERVATION

RESOLVED, that [REDACTED] shares of Common Stock, representing [REDACTED] of the authorized shares, shall remain unissued and reserved to the Corporation's treasury for future issuance in accordance with law.

SOLE SHAREHOLDER OWNERSHIP

RESOLVED, that the undersigned sole shareholder shall retain full legal and beneficial ownership of the issued [REDACTED] shares, constituting a [REDACTED] equity interest in the Corporation.

SUPERSEDING RESTATEMENT OF CAPITALIZATION

RESOLVED, that these Articles of Amendment supersede and replace all prior statements, resolutions, capitalization schedules, and filings concerning the Corporation's capital structure. Effective immediately, the Corporation is authorized to issue [REDACTED] shares of common stock, [REDACTED] [REDACTED] shares [REDACTED] are issued and outstanding to the Sole Shareholder and Founder. The remaining [REDACTED] shares [REDACTED] are unissued and are hereby permanently reserved to the Corporation's treasury for future issuance. The Corporation shall be deemed the holder of such unissued shares until lawfully issued.

RESTRICTION ON ISSUANCE

RESOLVED, that no unissued or treasury shares may be issued, sold, transferred, optioned, converted, or otherwise disposed of without the prior written consent of the Sole Shareholder.

LIMITATION ON DILUTION

RESOLVED, that no action may be taken by the Board or any Officer of the Corporation that would dilute the Sole Shareholder's ownership interest, equity, voting power, or economic interest of the Sole Shareholder in relation to the Corporation without written approval and consent from the Sole Shareholder.

FOUNDER RESERVED POWERS

RESOLVED, that the following actions are reserved exclusively to the Sole Shareholder: Amendments affecting capitalization or voting rights; creation of new stock classes; approval of equity or convertible instruments; mergers, asset sales, or dissolution.

PROTECTIVE ISSUANCE PROVISIONS (SHAREHOLDER CONSENT REQUIRED)

RESOLVED, that notwithstanding any statutory authority otherwise granted to the Board of Directors, no issuance, transfer, sale, grant, option, warrant, conversion, or other disposition of any portion of the remaining [REDACTED] unissued shares shall be valid or effective unless expressly approved in writing by the Sole Shareholder.

RESOLVED FURTHER, that such approval must be documented by a written shareholder consent or resolution specifying the number of shares, consideration, recipient, and purpose of issuance.

FUTURE ISSUANCE AUTHORITY

RESOLVED, that the Board of Directors is hereby authorized to issue any portion of the remaining [REDACTED] shares for purposes including, but not limited to, capital raising, equity compensation, strategic partnerships, mergers, or other corporate purposes, in accordance with applicable law.

NO PAR VALUE CONFIRMATION

RESOLVED, that all authorized shares of the Corporation are designated as no par value shares, and the adequacy of consideration for any future issuance shall be determined in accordance with R.I. Gen. Laws § 7-1.2-621.

RATIFICATION

RESOLVED, that all prior actions taken consistent with the intent of this Resolution are hereby ratified, confirmed, and approved.

EFFECTIVE DATE

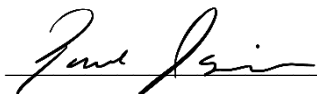
This Article is intended to create enforceable founder-level protective provisions and shall be construed to the fullest extent permitted under the Rhode Island Business Corporation Act.

ARTICLE XVI

EFFECTIVE DATE

This Amendment shall be effective upon filing with the Rhode Island Secretary of State, or such later date as permitted by law.

IN WITNESS WHEREOF, the undersigned sole shareholder has executed this Amendment as of the date set forth below.



Dr. Paul J. Isikwe

[RMI Dispensary Inc.]

Sole Shareholder, Director, Compliance Officer

December 28th, 2025

Date

RMI Dispensary Inc.

Rhode Island Domestic Business Company

APPOINTMENT OF COMPLIANCE OFFICER

Rhode Island Cannabis Act (“RICA”) (R.I. Gen. Laws Chapter 21-28.11), 560-RICR-10-10-1 requires Cannabis Retail Establishments be compliant with all rules and regulations. The Shareholder and Directors of RMI Dispensary Inc. [RMI Dispensary] hereby take the following actions and resolutions regarding the establishment of a compliance program and appointment of a compliance officer for [RMI Dispensary].

It is the policy of [RMI Dispensary] to appoint a compliance officer to oversee and implement the Compliance Program for the company. The Compliance Program is a critical program for the continued well-being and viability of our organization that contributes significantly to maintaining the trusted relations we strive for with those we serve.

[RMI Dispensary] wishes to ensure that the Shareholder and Directors adopt a corporate responsibility policy that underscores the need for governance oversight of the implementation and effectiveness of the Compliance Program and compliance officer’s responsibility for implementation and management of compliance efforts.

[RMI Dispensary] shall appoint a compliance officer to administer the Compliance Program and provide the support, staff, and resources required to implement and maintain an effective Compliance Program. The Compliance Officer may report administratively to the President of [RMI Dispensary] and shall have direct access to the Shareholder and Directors for matters related to the implementation and effectiveness of the Compliance Program.

The Compliance Officer shall work with legal counsel to further refine the structure of the Compliance Program to leverage existing [RMI Dispensary] resources to the greatest extent possible and develop the policies necessary to implement the Compliance Policy for consideration and approval by the Shareholder and Directors.

The Compliance Officer shall include a report on the progress being made with respect to the mission and goals at each meeting of the Shareholder and Directors until such time as Shareholder and Directors are satisfied that the basic elements of an effective Compliance Program are in place.

[RMI Dispensary] hereby appoints Dr. Paul J. Isikwe as Compliance Officer on August 8th, 2025, to serve until removed or replaced by the Shareholder and Directors.

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ORGANIZATION BYLAWS

RMI Dispensary Inc.

Rhode Island Domestic Business Corporation

BYLAWS

ARTICLE I, OFFICES

1.01 Principal Office

The principal office [RMI Dispensary Inc.] shall be located at such a place as the Board of Directors may determine.

1.02 Other Offices

[RMI Dispensary Inc.] may also have offices at such other places as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II, MEETINGS

2.01 Annual Meetings

No annual meeting of shareholders shall be required unless there is more than one shareholder.

2.02 Special Meetings

Special meetings of the shareholders may be called by the President or by the sole shareholder.

2.03 Action Without Meeting

Any action required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if consent in writing is signed by the sole shareholder.

ARTICLE III, BOARD OF DIRECTORS

3.01 Number of Directors

[RMI Dispensary Inc.] shall have one director unless otherwise determined by the sole shareholder.

3.02 Powers

The business and affairs of the [RMI Dispensary Inc.] shall be managed by or under the direction of the Board of Directors.

3.03 Election and Term

The sole shareholder shall elect the director. The director shall hold office until a successor is elected or qualified.

3.04 Action Without Meeting

Any action required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if consent in writing is signed by the sole shareholder.

ARTICLE IV, OFFICERS

4.01 Officers

The officers of the [RMI Dispensary Inc.] shall consist of a President, Vice President, and Compliance Officer. The same individual may hold all offices or more than one office.

4.02 Election and Term

Officers shall be appointed by the sole shareholder and shall serve at the discretion of the shareholder.

4.03 Duties

The President shall be the Chief Executive Officer. The Vice President shall be the Chief Operational Officer.

ARTICLE V, SHARES AND DIVIDENDS

5.01 Share Issuance

[RMI Dispensary Inc.] is authorized to issue [REDACTED] shares of Common Stock. All issued shares are held by the sole shareholder.

5.02 Dividends

Dividends may be declared and paid as determined by the sole shareholder.

ARTICLE VI, INDEMNIFICATION

6.01 Indemnification

To the fullest extent permitted by law, [RMI Dispensary Inc.] shall indemnify any person who was or is involved in any legal proceeding by reason of the fact that they are or were a director, officer, employee, or agent of the Corporation.

ARTICLE VII, STOCK TRANSFER RESTRICTIONS

7.01 Right of First Refusal (ROFR)

Before any shares of the [RMI Dispensary Inc.]’s stock held by any shareholder (the “Selling Shareholder”) may be sold, transferred, assigned, or otherwise disposed of (collectively, a “Transfer”), [RMI Dispensary Inc.] shall have the right of first refusal to purchase all (but not less than all) of the shares proposed to be transferred on the same terms and conditions as those offered by a bona fide third-party purchaser.

7.02 Notice of Intent to Transfer

The Selling Shareholder shall provide written notice (the “Transfer Notice”) to [RMI Dispensary Inc.] stating:

- a. Their intent to transfer shares,
 - b. The number of shares proposed to be transferred,
 - c. The identity of the proposed transferee, and
 - d. The material terms and conditions of the proposed transfer, including price and payment terms.
- Directors.

7.03 Exercise of Rights

Within thirty (30) days after receiving the Transfer Notice, [RMI Dispensary Inc.] may elect to purchase all (not less than all) of the shares on the terms stated. If the [RMI Dispensary Inc.] does not exercise this right, the shares may be transferred to the proposed transferee on the same terms, within sixty (60) days after the expiration of the Corporation’s option period.

7.04 Subsequent Transfers

Any shares not transferred within the time specified must be re-offered to [RMI Dispensary Inc.] under the terms of this Right of First Refusal before any future transfer.

7.05 Void Transfers

Any transfer made in violation of this section shall be null and void, and the Corporation shall not record such a transfer on its books.

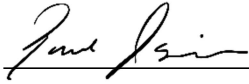
ARTICLE VIII, AMENDMENTS

8.01 Amendments

These Bylaws may be altered, amended, or repealed and new bylaws may be adopted by the sole shareholder at any time.

CERTIFICATE OF ADOPTION ON BYLAWS

The sole Shareholder and President, Dr. Paul J. Isikwe, do hereby certify that the above stated Bylaws of [RMI Dispensary Inc.] were approved on August 8th, 2025, and constitute a complete copy of the Bylaws of the Corporation.



Dr. Paul J. Isikwe

August 8th, 2025

Date

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SHAREHOLDER RESOLUTION
ISSUANCE OF SHARES

RMI Dispensary Inc.

Rhode Island Domestic Business Corporation

STOCK CERTIFICATE

NUMBER OF SHARES

The undersigned, being the Sole Shareholder and Board Member of RMI Dispensary Inc. (the "Corporation"), a Rhode Island Domestic Business Corporation, hereby certify that the above Stock Certificate from the Corporation, [RMI Dispensary Inc.], were approved by the Board of Directors on December 28th, 2025, and constitutes as a complete copy of the issuance of a Stock Certificate to [RMI Dispensary Inc].

The total number of shares of stock that the Corporation, [RMI Dispensary Inc.], is authorized to issue is [REDACTED] shares of Common Stock with [REDACTED] shares [REDACTED] are issued and outstanding to the Sole Shareholder and Founder. The remaining [REDACTED] shares [REDACTED] are unissued and are hereby permanently reserved to the Corporation, [RMI Dispensary] treasury for future issuance. The Corporation, [RMI Dispensary Inc.], treasury shall be deemed the holder of such unissued shares until lawfully issued.


This certifies that the Corporation, [RMI Dispensary Inc.], is the majority Shareholder of [REDACTED] shares of Common Stock of [RMI Dispensary Inc.], representing [REDACTED] of the total authorized shares of the Corporation, [RMI Dispensary] and transferable only on the books of the Corporation, [RMI Dispensary Inc.] by the holder hereof in person or duly authorized attorney upon surrender of this certificate properly endorsed.

NOTWITHSTANDING, any statutory authority otherwise granted to the Board of Directors, no issuance, transfer, sale, grant, option, warrant, conversion, or other disposition of any portion of the remaining [REDACTED] unissued shares shall be valid or effective unless expressly approved in writing by the Sole Shareholder of [RMI Dispensary, Inc.]. Such approval must be documented by written shareholder consent or resolution specifying the number of shares, consideration, recipient, and purpose of issuance.

RESOLVED, that the Board of Directors is hereby authorized to issue any portion of the remaining [REDACTED] shares for purposes including, but not limited to, capital raising, equity compensation, strategic partnerships, mergers, or other corporate purposes, in accordance with applicable law.

RESOLVED, that the undersigned Corporation shall retain full legal ownership of [REDACTED]
[REDACTED] shares, constituting [REDACTED] equity interest in the Corporation, [RMI
Dispensary Inc.].

IN WITNESS WHEREOF, the Corporation, [RMI Dispensary Inc.] has caused this Stock Certificate to be
signed by its duly authorized President, Dr. Paul J. Isikwe, on December 28th, 2025.



Dr. Paul J. Isikwe

President of [RMI Dispensary Inc.]

December 28th, 2025

Date

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STOCK CERTIFICATE

RMI Dispensary Inc.

Rhode Island Domestic Business Corporation

STOCK CERTIFICATE

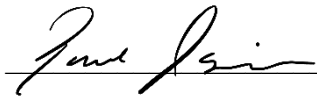
NUMBER OF SHARES

The undersigned, being the Sole Shareholder and Board Member of RMI Dispensary Inc. (the “Corporation”), a Rhode Island Domestic Business Corporation, hereby certify that the above Stock Certificate from [RMI Dispensary Inc.] were approved by the Board of Directors on December 28th, 2025, and constitutes as a complete copy of the issuance of a Stock Certificate from [RMI Dispensary Inc].

This certifies that Paul Jude Isikwe is the Sole Shareholder and Owner of [REDACTED] shares of Common Stock of [RMI Dispensary Inc.], representing [REDACTED] of the total authorized shares of the Corporation, [RMI Dispensary] and transferable only on the books of the Corporation, [RMI Dispensary Inc.] by the holder hereof in person or duly authorized attorney upon surrender of this certificate properly endorsed.

RESOLVED, that the undersigned Sole Shareholder shall retain full legal and beneficial ownership of the issued [REDACTED] shares, constituting a [REDACTED] equity interest in the Corporation, [RMI Dispensary Inc.]

IN WITNESS WHEREOF, the Corporation, [RMI Dispensary Inc.] has caused this Stock Certificate to be signed by its duly authorized President, Dr. Paul J. Isikwe, on December 28th, 2025.



Dr. Paul J. Isikwe

President of [RMI Dispensary Inc.]

December 28th, 2025

Date

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DISCLOSURE OF AGREEMENTS

RMI Dispensary Inc.

Rhode Island Domestic Business Corporation

DISCLOSURE OF AGREEMENTS

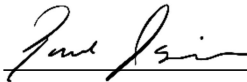
The undersigned, being the sole shareholder of [RMI Dispensary Inc.], a Rhode Island Domestic Business Corporation (the "Corporation"), hereby attests to the following by written consent:

WHEREAS, the Corporation, [RMI Dispensary Inc.] has not entered into any formal financing, purchase, and/or any type of agreement that may affect the ownership or control of Paul J. Isikwe as the sole shareholder and owner of [RMI Dispensary Inc.]

NOW, THEREFORE, BE IT RESOLVED:

1. That the President of [RMI Dispensary Inc.], Paul J. Isikwe, shall immediately disclose to the Commission of any formal financing, purchase, and/or any type of agreement that may affect Paul J. Isikwe's ownership or control of [RMI Dispensary Inc.] now or in the future.

IN WITNESS WHEREOF, the undersigned has executed this written consent effective as of August 8th, 2025.



Dr. Paul J. Isikwe

August 8th, 2025

Date

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DISCLOSURE OF OWNERS AND OTHER INTEREST HOLDERS

Section IV:

Part B.

Attach an organizational chart that clearly depicts all Interest Holders identified in this Form 2.

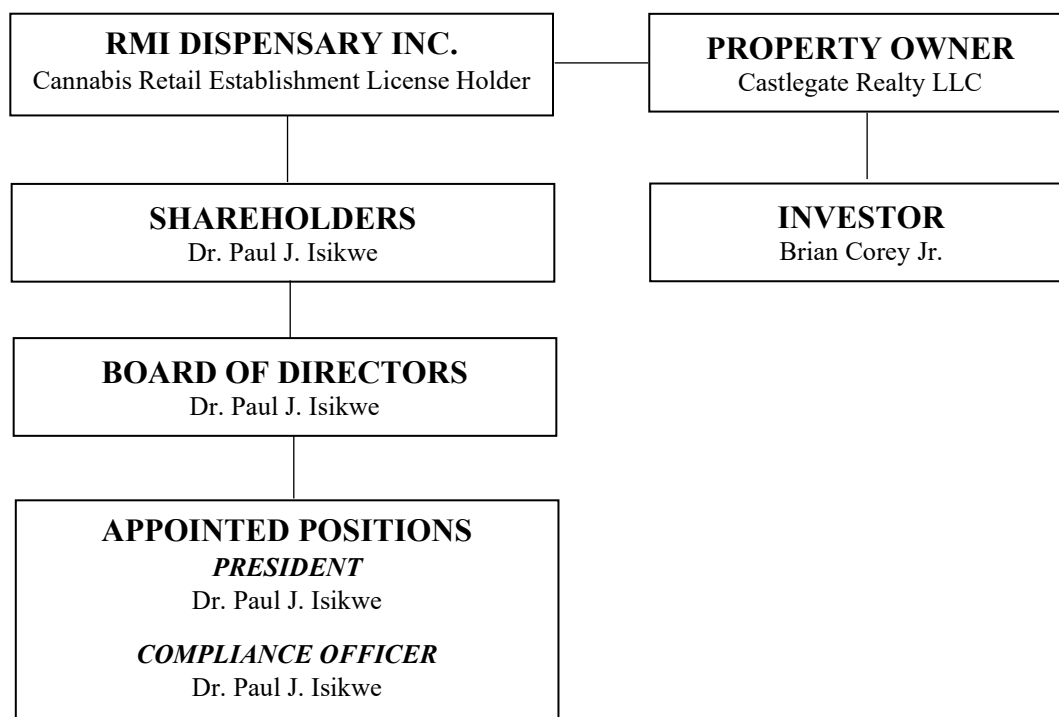
See following pages with attachment mentioned above.

ORGANIZATION CHART

Section IV:

Part B.

Attach an organizational chart that clearly depicts all Interest Holders identified in this Form 2.



Documentation establishing the Corporation's legal name, certificate of incorporation or organization in Rhode Island, articles of incorporation, and organization bylaws are attached.

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DISCLOSURE OF OWNERS AND OTHER INTEREST HOLDERS

Section IV:



Part 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.

See following pages with attachment mentioned above.

AUR FORM 2 – RMI DISPENSARY INC.

EFFECTIVE OWNERSHIP PERCENTAGE

Owners by Effective Percentage Ownership	Effective Percentage of Ownership	Capital Contribution, if any
Dr. Paul J. Isikwe, President		

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DISCLOSURE OF OWNERS AND OTHER INTEREST HOLDERS

Section IV:

Part 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 proposed 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.

See following pages with attachment mentioned above.

AUR FORM 2 – RMI DISPENSARY INC.

INTEREST HOLDER ANNUAL COMPENSATION

Directors, Officers, Key Persons	(2027) Compensation	(2028) Compensation	(2029) Compensation	(2029) Compensation	(2030) Compensation
Dr. Paul J. Isikwe, President					

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AUR FORM 3



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>On or about September 9th, 2024, the Office of Cannabis Regulations at the Rhode Island Department of Business Regulation issued a Notice of Disqualification to R.M.I. Compassion Center Inc. [RMI] President, Dr. Paul J. Isikwe, notifying [RMI] that its conditional application selection for a compassion center license was rescinded. (Please see attachments)</p>	<p>Yes <input checked="" type="checkbox"/></p>	<p>No <input 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>N/A</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>N/A</p>		

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



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

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



Signature of Authorized Signatory

12/28/2025

Date

Printed Name: Dr. Paul J. Isikwe
Print Title: President
Print Name of Applicant: **RMI DISPENSARY INC.**

AUR FORM 3
SUPPORTING DOCUMENTS

OWNERS AND INTEREST HOLDERS

CERTIFICATION STATEMENT

Question Number 1:

The Interest Holder listed in this application attest that it has been affiliated with a cannabis business entity in which such persons hold or have held an interest or a cannabis license, registration or authorization in Rhode Island whereby withdrawals, denials, suspensions, revocations, consent orders/agreements and/or other enforcement or regulatory actions as to the Applicant and/or interest holders/key persons thereof by the State of Rhode Island related to unlicensed cannabis related activity.

Attachments for AUR Form 3, Question Number 1

Attachments Included:

- Conditional Compassion Center License Approval
- Consent Agreement
- Amended Consent Agreement
- Condition Compassion Center License Approval Withdrawal

See following pages with attachments mentioned above.

OWNERS AND INTEREST HOLDERS

CERTIFICATION STATEMENT

[RMI Dispensary] acknowledges that all persons and entities applying for any license will be required to disclose identification of any other licenses for which the applicant's owners and other key persons/interest holders of the applicant are also owners or key persons/interest holders and any disciplinary actions levied against such licenses, including:

(a) Disclosure and description of any licenses or registrations ever held by the applicant and/or interest holders/key persons thereof in any state, municipality, county, province, district, country or territory's cannabis and/or medical marijuana program; and

(b) A disclosure, description and copies of any withdrawals, denials, suspensions, revocations, consent orders/agreements and/or other enforcement or regulatory actions as to the applicant and/or interest holders/key persons thereof by any state, municipality, county, province, district, country or territory's in connection with the matters disclosed in § 1.3.1(A)(11)(a) of this Part or any other licensed or unlicensed cannabis related activity.

[RMI Dispensary] President and its Board Members acknowledge and understands that all retail licensees, including retail licensees pursuant to § 21-28.11-10.2 shall disclose and provide copies of any consent agreements and withdrawals to the Commission pursuant to section 1.3.1 Application Requirements for Cannabis Establishment Licensees of R.I. Gen. Laws § 21-28.11-5(b). (See attachment for copy of withdrawal and copies of consent agreements.

[RMI Dispensary], a Rhode Island Domestic Business Corporation (the "Corporation"), hereby attests to the following from its Owners and Interest Holders by written consent:

WHEREAS, the President of [RMI Dispensary] submitted an application for licensure on November 12th, 2020, to operate a Medical Marijuana Compassion Center in the State of Rhode Island, that was signed and dated by the President of R.M.I. Compassion Center Inc.

On October 29th, 2021, as a result of the lottery selection process conducted by the Department of Business Regulation (DBR), R.M.I. Compassion Center Inc.'s application was conditionally selected for licensure subject to meeting the prerequisite conditions for final licensure as required under Section 1.2(F) of the Medical Marijuana Regulations.

On May 9th, 2024, R.M.I. Compassion Center Inc. and the Department of Business Regulations and Office of Cannabis Regulations executed a formal Consent Agreement.

On January 23rd, 2025, R.M.I. Compassion Center Inc. and the Department of Business Regulations and Office of Cannabis Regulations executed a formal Amended Consent Agreement.

On January 30th, 2025, the President of R.M.I. Compassion Center Inc. withdraw its application to operate a Marijuana Compassion Center in the State of Rhode Island.

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**STATE OF RHODE ISLAND
DEPARTMENT OF BUSINESS REGULATION
OFFICE OF CANNABIS REGULATION
560 Jefferson Boulevard, Suite 204
Warwick, Rhode Island 02886**

MEMORANDUM

TO: Interested Parties
FROM: Matthew Santacroce, Chief, Office of Cannabis Regulation
RE: Medical Marijuana Compassion Center Lottery Results [Zones 1-5]
DATE: October 29, 2021

In accordance with R.I. Gen. Laws §§ 21-28.6-12, 42-35-1 *et seq.* and the Rules and Regulations Related to the Medical Marijuana Program Administered by the Office of Cannabis Regulation at the Department of Business Regulation, 230-RICR-80-05-1 (the “Regulations”), the Department has conducted the Compassion Center Lottery Selection for Qualified Applicants in Zones 1, 2, 3, 4, and 5 pursuant to § 1.2(E) of the Regulations. Accordingly, the following Selected Applicants have successfully obtained conditional approval through the Lottery Selection process which occurred on Friday October 29, 2021 at 10:00 a.m. as noticed in the [Department’s October 22, 2021 Memorandum to Interested Parties](#).

Zone	Selected Applicant
1	RMI Compassion Center, Inc.
2	Pinnacle Compassion Center, Inc.
3	Green Wave Compassion Center, Inc.
4	Solar Therapeutics Rhode Island, Inc.
5	Plant Based Compassionate Care, Inc.

Pursuant to § 1.2(F)(1) of the Regulations, the Department will send Approval Letters to the Selected Applicants as soon as practicable. Approved applicants must take reasonable and documented efforts to complete the prerequisites for issuance of the license. If satisfaction of all requirements for licensure takes longer than nine (9) months, the approved applicant must show good cause to DBR why additional time should be granted and the application approval should not be rescinded.

Pursuant to § 1.2(I)(2) of the Regulations, Selected Applicants and Compassion Center Licensees have a continuing obligation to update, amend and/or correct any information requested and/or submitted to the Department.

This Memorandum and the requirements stated herein should not replace a thorough review and understanding of the requirements contained within the Act and Regulations.



**STATE OF RHODE ISLAND
DEPARTMENT OF BUSINESS REGULATION
OFFICE OF CANNABIS REGULATION
560 Jefferson Boulevard, Suite 204
Warwick, Rhode Island 02886**

Via Email

October 29, 2021

Applicant Name:	R.M.I. Compassion Center, Inc.
Zone:	1
Premises Address:	1500 Diamond Hill Road, Suite E, Woonsocket, Rhode Island 02895
Name/Title of Authorized Representative:	Paul J. Isikwe, PharmD, MS President & Compliance Officer
Email Address:	[REDACTED]

Re: Compassion Center Application

Dear Sir/Madam:

Reference is made to the Application for Medical Marijuana Compassion Center that Applicant submitted to the Office of Cannabis Regulation (“OCR”) within the Department of Business Regulation (the “Department”) during the application period ending December 15, 2020 (hereinafter, the “Application”). By letter dated April 30, 2021, the Department notified Applicant that the Department had determined that the Application was qualified and eligible for inclusion in the lottery selection in accordance with R.I. Gen. Laws § 21-28.6-12 and § 1.2(E) of the *Rules and Regulations Related to the Medical Marijuana Program Administered by the Office of Cannabis Regulation at the Department of Business Regulation 230-RICR-80-05-1* (the “Regulations”). On October 29, 2021, at the random selection lottery conducted by the Department, Applicant was selected for licensure in the above-referenced Zone.

On behalf of the Department, this letter will confirm that Applicant’s Application for a Medical Marijuana Compassion Center License is approved subject to satisfaction of each of the following terms and conditions.

The Applicant will have up to nine (9) months from the date of this letter to take reasonable and documented efforts to complete the prerequisites for issuance of the Medical Marijuana

Compassion Center License, which steps are set forth in the table below and further detailed in Section 1.2(F) of the Regulations. If such efforts take longer than nine (9) months, Applicant will be required to show good cause to the Department why additional time should be granted and the application approval should not be rescinded. Applicant must comply with all other requirements of Chapter 21-28.6 of the Rhode Island General Laws and the Regulations.

Prerequisite for Issuance of License:

Date Satisfied:

Completion of all construction, improvements and equipment installations for the compassion center premises.	_____ [OCR date and signature]
Final diagram of compassion center premises in form and substance acceptable to the Department.	_____ [OCR date and signature]
The Department's pre-license inspection of the compassion center premises, with the results of such inspection to be satisfactory to the Department in all respects.	_____ [OCR date and signature]
On-site inspection of the compassion center premises by the RI State Police (RISP) with the results of such inspection to be satisfactory to the RISP in all respects.	_____ [OCR date and signature]
Evidence of compliance of the compassion center premises with local zoning laws and any other applicable local ordinances in the form of a final certificate or letter from an authorized zoning official of the municipality.	_____ [OCR date and signature]
Evidence that the premises are not within 1,000 feet of preexisting public or private school.	_____ [OCR date and signature]
A final certificate of occupancy (or equivalent document) to demonstrate compliance with the relevant provisions of RIGL Chapters 23-28.1 and 23-27.3 (Fire Safety Code and State Building Code, respectively) for the compassion center premises.	_____ [OCR date and signature]
Final executed documents confirming ownership or executed lease agreement as to the compassion center premises and consent to operation thereof.	_____ [OCR date and signature]
Updated interest holder/key person disclosure form <i>and</i> updated certification of nonprofit status and compliance pursuant to the Regulations.	_____ [OCR date and signature]
Evidence of completion of divestiture plan pursuant to § 1.2(F)(7) of the Regulations and divestiture of any prohibited material financial interests or control including relinquishment of any caregiver registrations.	_____ [OCR date and signature]

List of names, addresses, dates of birth of all persons who will be employees or agents of the licensed compassion center at inception.	_____ [OCR date and signature]
National criminal background checks completed and registry identification cards issued for all interest holders and agents.	_____ [OCR date and signature]
In the event the Application disclosed that Applicant holds a cultivation license that will merge into the compassion center license pursuant to R.I. Gen. Laws § 21-28.6-12(b)(10), a certificate from the Rhode Island Secretary of State as to articles of merger of the cultivator license holder entity into the Applicant entity or certified articles of dissolution of the cultivator entity, and such other documents evidencing the merger and/or transfer of assets and operations as required by the Department.	_____ [OCR date and signature]
Evidence that the Applicant has acquired a seed to sale Medical Marijuana Program Tracking System and all necessary equipment and software to implement tracking.	_____ [DBR date and signature]
Payment of the \$500,000.00 annual license fee in the form of a cashier's check or money order payable to the General Treasurer, State of Rhode Island.	_____ [DBR date and signature]
If there are any material deviations from the approved Application, the Applicant must submit a request for and obtain a variance from the Department. ¹ The Department may deny the variance in its sole and absolute discretion.	_____ [DBR date and signature]

Effective on the date that a Medical Marijuana Compassion Center License is issued, the Applicant/licensee will be required to take reasonable and documented efforts to launch licensed compassion center activities within three (3) months, which for purposes of this paragraph shall mean actual acquisition and dispensing of medical marijuana pursuant to the Act. If such efforts take longer than three (3) months, the licensed compassion center will be required to show good cause to the Department why the License should not be revoked for non-use.

Please be advised that Applicant has a continuing obligation to update, amend and/or correct any information requested and/or submitted in the application process. Such information must be provided to the Department within ten (10) business days from the date of such change in information and/or any material change known to the Applicant. This includes timely notification and divestiture if, by operation of law, a prohibited interest as defined in Sections 1.1.1(A)(30) and 1.2(E)(7) of the Regulations is acquired.

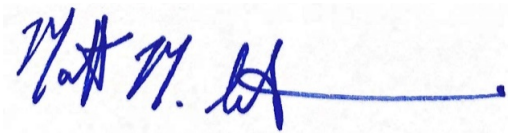
¹ *Provided that*, no variance which affects a majority change in ownership, control, financial interest and/or compensation/remuneration will be approved in the first year of licensed activities, except upon the Department's determination that public health, safety or welfare requires such variance. Regulations §1.2(I)(5); and Applicant may not relocate or change its location outside the Zone for which it was selected. Regulations, §1.2(E)(4).

All documentation and information required to be submitted to the Department as outlined in this letter should be submitted to the undersigned by email as indicated below:

<i>OCR Contact Names:</i>	<i>Contact Information:</i>
Matthew Santacroce, OCR Chief Peter Squatrito, Chief Inspector Erica Ferrelli, Senior Analyst	Matthew.santacroce@dbr.ri.gov Peter.squatrito@dbr.ri.gov Erica.ferrelli@dbr.ri.gov

We look forward to working with you. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Matt M. Santacroce', followed by a horizontal line.

Matthew Santacroce
Chief, Office of Cannabis Regulation

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**STATE OF RHODE ISLAND
DEPARTMENT OF BUSINESS REGULATION
OFFICE OF CANNABIS REGULATION
560 JEFFERSON BOULEVARD, SUITE
204 WARWICK, RHODE ISLAND 02886**

IN THE MATTER OF:

R.M.I. COMPASSION CENTER, INC.
Respondent.

DBR No.: 24OCR0012

CONSENT AGREEMENT

1. Pursuant to § 21-28.6-12(c) of The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act, R.I. Gen. Laws § 21-28.6-1 et seq. (the "Act") and § 1.2 of the Rules and Regulations Related to the Medical Marijuana Program Administered by the Office of Cannabis Regulation at the Department of Business Regulation, 230-RICR-80-05-1 (the "Regulations"), the Department established a five-month application period from July 17, 2020 through 3:00 PM on December 15, 2020 (the "Application Period") for submission of applications for six new compassion center licenses in six geographic zones to be selected through a qualification and random lottery selection process.
2. On July 17, 2020, the Department posted on its website a notice announcing the opening of the Application Period along with the Department's prescribed Application form, which states in Part 1 "SECTION A: Application Period":

The period for submission of applications will be from 10:00 a.m. on July 17, 2020, through 3:00 p.m. on December 15, 2020 (the "Application Submission Deadline"). Updates regarding the application period will be posted on the Department's website: <https://dbr.ri.gov/>.

If you would like to be added to the interested parties list for the Compassion Center Application process, please email DBR.MMPCompliance@dbri.gov, with a subject line "New Compassion Center Application Interested Parties List."

It is Applicant's responsibility to ensure that its application is complete and submitted before the close of the Application Submission Deadline. Incomplete applications will be deficient and will not be accepted for review and evaluation, and the application fee will not be refunded. The Department will not accept or consider applications tendered after the Application Submission Deadline.

3. R.M.I. Compassion Center, Inc. ("R.M.I.") submitted its medical marijuana compassion center application for Zone 1 signed and dated November 12, 2020, by Paul J. Isikwe, Respondent's President, (the "Application") to the Department before the Application Period deadline.
4. The Application identified the property located at 1500 Diamond Hill Road, Woonsocket, RI 02895, Plat 46, Lot 29, as the proposed licensed premises for the purpose of operating the Respondent's proposed medical marijuana compassion center (the "Diamond Hill Property").
5. The Application included a letter from the City of Woonsocket Zoning Official indicating that R.M.I. submitted a zoning application for a special use permit for a compassion center on October 6, 2020.
6. On October 29, 2021, at the lottery selection conducted by the Department, Respondent's application was selected for licensure in Zone 1 for premises located at the Diamond Hill Property subject to satisfaction of the prerequisite conditions for licensure within nine (9) months as provided in Section 1.2(F) of the Regulations. The Department confirmed this conditional selection and approval by letter to R.M.I. dated October 29, 2021. The letter listed the prerequisites for issuance of the license, including numerous requirements that must be satisfied as to the compassion center premises, stating that Respondent would have nine (9) months from the date of the letter to complete the prerequisites for licensure.
7. On December 20, 2021, the Woonsocket City Council approved R.M.I.'s Diamond Hill Property for a compassion center.
8. On March 14, 2022, R.M.I.'s application for a special use permit was heard at a meeting of the Woonsocket Zoning Board ("Zoning Board").

9. The Zoning Board's 4-1 vote to deny Respondent's special use permit application was set forth in a zoning decision issued on April 13, 2022.
10. On April 27, 2022, Respondent filed a complaint in Rhode Island Superior Court seeking reversal of the Zoning Board decision in a case captioned *R.M.I. Compassion Center, Inc. v. City of Woonsocket, et al*, C.A. No. PC-2022-02360.
11. In a decision issued on March 30, 2023, the Superior Court reversed the Zoning Board decision and remanded to the Zoning Board to grant the special use permit, concluding that the Zoning Board decision was "affected by an error of law when [the Zoning Board] relied upon a nonexistent provision of the [Woonsocket Zoning Ordinance] to deny the Application" and that "there [was] no substantial evidence in the record to support the Zoning Board's Decision to deny the Application and, as such, the Decision [was] arbitrary and capricious."
12. On July 27, 2023, the Zoning Board granted R.M.I. a special use permit for the Diamond Hill Property.
13. During the pendency of its appeal to the Superior Court for relief from the Zoning Board decision denying the special use permit, R.M.I. sought extensions of the nine-month deadline to satisfy the compassion center licensure requirements set forth in the Department's October 29, 2021, conditional approval letter referenced in Paragraph 6.
14. The Department granted the following extensions based on the pendency of R.M.I.'s appeal in Superior Court, and the court's decision to reverse and remand to the Zoning Board:
 - From October 5, 2022, until February 1, 2023;
 - From February 1, 2023, until April 1, 2023;
 - From April 1, 2023, until May 15, 2023;
 - From May 15, 2023, until August 1, 2023;
 - From August 1, 2023, until October 5, 2023;
 - From October 5, 2023, until November 1, 2023; and
 - From November 1, 2023, until May 1, 2024.
15. On April 18, 2024, R.M.I. requested an extension of time until August 2, 2024, to satisfy the compassion center licensure requirements, citing construction delays and Respondent's ongoing efforts to satisfy the licensure requirements as grounds for good cause for additional time.

Applicable Law

16. Pursuant to R.I. Gen. Laws § 21-28.6-12(b)(8): "If at any time on or after January 1, 2019, fewer than nine (9) compassion centers are holding valid licenses in Rhode Island, the department of business regulation shall accept applications for new compassion centers and shall continue the process until nine (9) licenses have been issued by the department of business regulation."
17. Pursuant to R.I. Gen. Laws § 21-28.6-12(c)(1), each application for a compassion center shall be submitted in accordance with regulations promulgated by the Department and shall include information regarding the center's incorporation, the proposed location and facility premises, principal officers and board members, security and safety measures, policy and procedure manuals, and recordkeeping procedures.
18. Section 1.2(B)(1) of the Regulations provides that "[a]pplications for compassion centers may only be submitted to DBR for consideration during an open application period announced by DBR."
19. Section 1.2(C)(3) of the Regulations provides that "DBR will evaluate applications based upon the information provided by applicants on the application forms/submissions and otherwise obtained during the application process."
20. Section 1.2(C)(4)(f) of the Regulations requires, in relevant part, that the submitted compassion center application include "[t]he proposed physical location of the compassion center by plat and lot number, street address and zoning district."
21. Section 1.2(C)(4)(f)(1) of the Regulations requires that the submitted compassion application include "[e]vidence of compliance for the location(s) with the local zoning laws in the form of a certificate or letter from an authorized zoning official."
22. Section 1.2(E)(1) of the Regulations provides that "[o]nce DBR completes its review of all applications, DBR will notify all qualified applicants and publicly announce the date, time, and manner of randomly selecting qualified applicants for approval in each available zone."
23. Section 1.2(E)(3) of the Regulations provides that "DBR will select a qualified applicant for each available zone. After the qualified applicant(s) have been selected for each available zone, any applicant selected for multiple zones must accept a single zone and reject the other zones. After each applicant, if any, which

has been selected for multiple zones accepts a single zone and rejects all others, another applicant will be drawn and selected for any rejected zone(s). This process shall continue until there is a separate and distinct qualified applicant selected for each available zone. Once a zone selection has been made, the decision is final and cannot thereafter be amended or altered. Any applicant selected for multiple zones who chooses which single zone they would like to be licensed in, may not thereafter alter that decision or change zones at any time.”

24. Section 1.2(E)(5) of the Regulations provides that “[t]he selected applicants shall be deemed approved conditionally, subject to satisfaction of all requirements for final licensure.”
25. Section 1.2(F)(1) of the Regulations requires that “[u]pon notification by DBR, the approved applicant must take reasonable and documented efforts to complete the prerequisites for issuance of the license. If satisfaction of all requirements for licensure takes longer than nine (9) months, the approved applicant must show good cause to DBR why additional time should be granted and the application approval should not be rescinded.”
26. In an effort to effect a timely and amicable resolution of the issues raised in this Consent Agreement without an administrative hearing, the Department and the Respondent enter into this Consent Agreement. Based upon Respondent’s representations and agreements set forth herein, the Department agrees to a final extension of the nine-month deadline for satisfying the compassion center licensure requirements until August 2, 2024, with the ability to request a one-time extension of that deadline for thirty (30) days, subject to satisfaction of the following terms and conditions set forth in this Paragraph 26:
 - a. No later than August 2, 2024, Respondent shall satisfy all compassion center licensure requirements, including, without limitation, all requirements for the property located at 1500 Diamond Hill Road, Woonsocket, Rhode Island, pursuant to Sections 1.2(F) of the Regulations; for good cause shown and if compassion center licensure requirements have been substantially completed, Respondent may request a one-time extension of thirty (30) days with no further extension requests to be made by Respondent or granted by the Department;
 - b. Respondent shall submit weekly status reports to the Department;
 - c. Respondent shall make the Diamond Hill Property accessible and available for regular inspection by OCR staff members;
 - d. Upon completion and satisfaction of all compassion center

licensure requirements as set forth in the Regulations and in paragraph 26(a) of this Consent Agreement, the Department shall issue Respondent a license to operate a medical marijuana compassion center;

- e. Respondent agrees and acknowledges that it expressly selected resolution of this matter by Consent Agreement, rather than proceeding through the administrative hearing process beginning with the issuance of an Order to Show Cause.
27. *Final Determination.* The parties agree that this Consent Agreement and its terms represent the final determination of this matter.
28. *Waiver of Hearing and Appeal.* By agreeing to resolve this matter through the execution of this Consent Agreement, Respondent knowingly and voluntarily waives any right to an administrative hearing and waives any right to pursue an appeal to the Superior Court under the Rhode Island Administrative Procedures Act, R.I. Gen. Laws § 42-35-1, *et seq.*
29. *Enforcement.* If Respondent fails to comply with any term or condition of this Consent Agreement within any applicable time period set forth herein, the Respondent will be in violation hereunder and the Department shall be entitled to immediately take administrative action in accordance with applicable law.
30. *Compliance; Laws.* Compliance with the terms of this Consent Agreement does not relieve Respondent of any obligation to comply with other applicable laws or regulations administered by or through the Department of any other governmental agency.

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SIGNATURE PAGE

For the Department:

Respondent: R.M.I. Compassion Center, Inc.


Signature

Erica Ferrelli
Chief, Office of Cannabis Regulation

Date: 5/9/2024

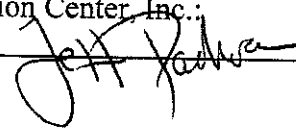

Signature

By: Dr. Paul J. Isikwe
Title: President

Date: May 8, 2024

Counsel for Respondent R.M.I.
Compassion Center, Inc.:

Signature


Jeffrey Padwa
Padwa Law, LLC
One Park Row, 5th Floor
Providence, RI 02903

Date: 5/8/24

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**STATE OF RHODE ISLAND
DEPARTMENT OF BUSINESS REGULATION
OFFICE OF CANNABIS REGULATION
560 JEFFERSON BOULEVARD, SUITE 204
WARWICK, RHODE ISLAND 02886**

IN THE MATTER OF:

R.M.I. COMPASSION CENTER, INC.
Respondent.

)
)
) **DBR No.: 24OCR0012**
)
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AMENDED CONSENT AGREEMENT

1. Pursuant to § 21-28.6-12(c) of The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act, R.I. Gen. Laws § 21-28.6-1 et seq. (the “Act”) and § 1.2 of the Rules and Regulations Related to the Medical Marijuana Program Administered by the Office of Cannabis Regulation at the Department of Business Regulation, 230-RICR-80-05-1 (the “Regulations”), the Department established a five-month application period from July 17, 2020 through 3:00 PM on December 15, 2020 (the “Application Period”) for submission of applications for six new compassion center licenses in six geographic zones to be selected through a qualification and random lottery selection process.
2. On July 17, 2020, the Department posted on its website a notice announcing the opening of the Application Period along with the Department’s prescribed Application form, which states in Part 1 “SECTION A: Application Period”:

The period for submission of applications will be from 10:00 a.m. on July 17, 2020, through 3:00 p.m. on December 15, 2020 (the “Application Submission Deadline”). Updates regarding the application period will be posted on the Department’s website: <https://dbr.ri.gov/>.

If you would like to be added to the interested parties list for the Compassion Center Application process, please email DBR.MMPCompliance@dbr.ri.gov, with a subject line "New Compassion Center Application Interested Parties List."

It is Applicant's responsibility to ensure that its application is complete and submitted before the close of the Application Submission Deadline. Incomplete applications will be deficient and will not be accepted for review and evaluation, and the application fee will not be refunded. The Department will not accept or consider applications tendered after the Application Submission Deadline.

3. R.M.I. Compassion Center, Inc. ("R.M.I.") submitted its medical marijuana compassion center application for Zone 1 signed and dated November 12, 2020, by Paul J. Isikwe, Respondent's President, (the "Application") to the Department before the Application Period deadline.
4. The Application identified the property located at 1500 Diamond Hill Road, Woonsocket, RI 02895, Plat 46, Lot 29, as the proposed licensed premises for the purpose of operating the Respondent's proposed medical marijuana compassion center (the "Diamond Hill Property").
5. The Application included a letter from the City of Woonsocket Zoning Official indicating that R.M.I. submitted a zoning application for a special use permit for a compassion center on October 6, 2020.
6. On October 29, 2021, at the lottery selection conducted by the Department, Respondent's application was selected for licensure in Zone 1 for premises located at the Diamond Hill Property subject to satisfaction of the prerequisite conditions for licensure within nine (9) months as provided in Section 1.2(F) of the Regulations. The Department confirmed this conditional selection and approval by letter to R.M.I. dated October 29, 2021. The letter listed the prerequisites for issuance of the license, including numerous requirements that must be satisfied as to the compassion center premises, stating that Respondent would have nine (9) months from the date of the letter to complete the prerequisites for licensure.
7. On December 20, 2021, the Woonsocket City Council approved R.M.I.'s Diamond Hill Property for a compassion center.
8. On March 14, 2022, R.M.I.'s application for a special use permit was heard at a meeting of the Woonsocket Zoning Board ("Zoning Board").

9. The Zoning Board's 4-1 vote to deny Respondent's special use permit application was set forth in a zoning decision issued on April 13, 2022.
10. On April 27, 2022, Respondent filed a complaint in Rhode Island Superior Court seeking reversal of the Zoning Board decision in a case captioned *R.M.I. Compassion Center, Inc. v. City of Woonsocket, et al*, C.A. No. PC-2022-02360.
11. In a decision issued on March 30, 2023, the Superior Court reversed the Zoning Board decision and remanded to the Zoning Board to grant the special use permit, concluding that the Zoning Board decision was "affected by an error of law when [the Zoning Board] relied upon a nonexistent provision of the [Woonsocket Zoning Ordinance] to deny the Application" and that "there [was] no substantial evidence in the record to support the Zoning Board's Decision to deny the Application and, as such, the Decision [was] arbitrary and capricious."
12. On July 27, 2023, the Zoning Board granted R.M.I. a special use permit for the Diamond Hill Property.
13. During the pendency of its appeal to the Superior Court for relief from the Zoning Board decision denying the special use permit, R.M.I. sought extensions of the nine-month deadline to satisfy the compassion center licensure requirements set forth in the Department's October 29, 2021, conditional approval letter referenced in Paragraph 6.
14. The Department granted the following extensions based on the pendency of R.M.I.'s appeal in Superior Court, and the court's decision to reverse and remand to the Zoning Board:
 - From October 5, 2022, until February 1, 2023;
 - From February 1, 2023, until April 1, 2023;
 - From April 1, 2023, until May 15, 2023;
 - From May 15, 2023, until August 1, 2023;
 - From August 1, 2023, until October 5, 2023;
 - From October 5, 2023, until November 1, 2023; and
 - From November 1, 2023, until May 1, 2024.
15. On April 18, 2024, R.M.I. requested an extension of time until August 2, 2024, to satisfy the compassion center licensure requirements, citing construction delays and Respondent's ongoing efforts to satisfy the licensure requirements as grounds for good cause for additional time.

16. On May 9, 2024, the Department and Respondent executed a Consent Agreement which set forth the following conditions and requirements:
 - a. No later than August 2, 2024, Respondent shall satisfy all compassion center licensure requirements, including, without limitation, all requirements for the property located at 1500 Diamond Hill Road, Woonsocket, Rhode Island, pursuant to Sections 1.2(F) of the Regulations; for good cause shown and if compassion center licensure requirements have been substantially completed, Respondent may request a one-time extension of thirty (30) days with no further extension requests to be made by Respondent or granted by the Department;
 - b. Respondent shall submit weekly status reports to the Department;
 - c. Respondent shall make the Diamond Hill Property accessible and available for regular inspection by OCR staff members;
 - d. Upon completion and satisfaction of all compassion center licensure requirements as set forth in the Regulations and in paragraph 26(a) of this Consent Agreement, the Department shall issue Respondent a license to operate a medical marijuana compassion center;
 - e. Respondent agrees and acknowledges that it expressly selected resolution of this matter by Consent Agreement, rather than proceeding through the administrative hearing process beginning with the issuance of an Order to Show Cause.
17. On or about July 30, 2024, Respondent requested to exercise the one-time thirty-day extension permitted under the Consent Agreement and as grounds for the extension request stated that Respondent was awaiting additional funding to complete interior construction and remit payment to the Department for the Compassion Center licensing fee.
18. On or about August 5, 2024, OCR Chief Erica Ferrelli and Chief of Inspections Peter Squatrito performed a site visit at the Diamond Hill Property and the identified the following outstanding requirements for licensure: opaque window coverings, security camera placement, vault security, the licensure fee, and a certificate of occupancy from the City of Woonsocket. Based on substantial completion of the licensure requirements and ongoing compliance with the applicable statutes and regulations, the Department granted a one-time thirty-day

extension.

19. On or about September 4, 2024, OCR's Chief of Inspections, Peter Squatrito, conducted a site visit at Respondent's proposed location and determined that Respondent failed to satisfy the licensure requirements pursuant to the Consent Agreement. Specifically, Respondent failed to provide a certificate of occupancy and failed to remit a payment of the licensure fee.
20. On or about September 9, 2024, the Department issued a Notice of Disqualification to Respondent notifying Respondent that its conditional application selection for a compassion center license was rescinded.
21. On or about September 10, 2024, Respondent submitted a Notice of Appeal to the Department requesting an administrative hearing.

Applicable Law

22. Pursuant to R.I. Gen. Laws § 21-28.6-12(b)(8): "If at any time on or after January 1, 2019, fewer than nine (9) compassion centers are holding valid licenses in Rhode Island, the department of business regulation shall accept applications for new compassion centers and shall continue the process until nine (9) licenses have been issued by the department of business regulation."
23. Pursuant to R.I. Gen. Laws § 21-28.6-12(c)(1), each application for a compassion center shall be submitted in accordance with regulations promulgated by the Department and shall include information regarding the center's incorporation, the proposed location and facility premises, principal officers and board members, security and safety measures, policy and procedure manuals, and recordkeeping procedures.
24. Section 1.2(B)(1) of the Regulations provides that "[a]pplications for compassion centers may only be submitted to DBR for consideration during an open application period announced by DBR."
25. Section 1.2(C)(3) of the Regulations provides that "DBR will evaluate applications based upon the information provided by applicants on the application forms/submissions and otherwise obtained during the application process."
26. Section 1.2(C)(4)(f) of the Regulations requires, in relevant part, that the submitted compassion center application include "[t]he proposed physical location of the compassion center by plat and lot number, street address and

zoning district.”

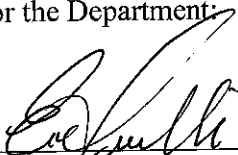
27. Section 1.2(C)(4)(f)(1) of the Regulations requires that the submitted compassion application include “[e]vidence of compliance for the location(s) with the local zoning laws in the form of a certificate or letter from an authorized zoning official.”
28. Section 1.2(E)(1) of the Regulations provides that “[o]nce DBR completes its review of all applications, DBR will notify all qualified applicants and publicly announce the date, time, and manner of randomly selecting qualified applicants for approval in each available zone.”
29. Section 1.2(E)(3) of the Regulations provides that “DBR will select a qualified applicant for each available zone. After the qualified applicant(s) have been selected for each available zone, any applicant selected for multiple zones must accept a single zone and reject the other zones. After each applicant, if any, which has been selected for multiple zones accepts a single zone and rejects all others, another applicant will be drawn and selected for any rejected zone(s). This process shall continue until there is a separate and distinct qualified applicant selected for each available zone. Once a zone selection has been made, the decision is final and cannot thereafter be amended or altered. Any applicant selected for multiple zones who chooses which single zone they would like to be licensed in, may not thereafter alter that decision or change zones at any time.”
30. Section 1.2(E)(5) of the Regulations provides that “[t]he selected applicants shall be deemed approved conditionally, subject to satisfaction of all requirements for final licensure.”
31. Section 1.2(F)(1) of the Regulations requires that “[u]pon notification by DBR, the approved applicant must take reasonable and documented efforts to complete the prerequisites for issuance of the license. If satisfaction of all requirements for licensure takes longer than nine (9) months, the approved applicant must show good cause to DBR why additional time should be granted and the application approval should not be rescinded.”
32. In an effort to effect a timely and amicable resolution of the issues raised in this Consent Agreement without an administrative hearing, the Department and the Respondent enter into this Amended Consent Agreement. Based upon Respondent’s representations and agreements set forth herein, the Department agrees to an extension of the nine-month deadline for satisfying the compassion center licensure requirements until May 5, 2025, subject to satisfaction of the following terms and conditions set forth in this Paragraph 32:

- a. No later than January 31, 2025, Respondent shall obtain and provide written confirmation of receipt of additional funding in the amount of \$1,100,000.00 to the Department. Failure to provide satisfactory evidence of additional funding no later than February 1, 2025, shall constitute a violation of this Amended Consent Agreement and shall require Respondent to withdraw its Application for a compassion center license in writing within two (2) business days.
- b. Upon satisfaction of Respondent's obligation to provide confirmation of its receipt of additional funding to the Department pursuant to paragraph 32(a) of this Amended Consent Agreement, the deadline for Respondent to satisfy all compassion center licensure requirements, including, without limitation, all requirements for the property located at 1500 Diamond Hill Road, Woonsocket, Rhode Island shall be **May 5, 2025**. Failure to satisfy all compassion center requirements by 4:00 PM on May 5, 2025, shall constitute a violation of this Amended Consent Agreement and shall require Respondent to withdraw its Application for a compassion center license in writing within two (2) business days;
- c. Respondent shall not transfer or seek approval for transfer of the ownership interest(s) in a compassion center license issued to Respondent for one year following issuance of any such license;
- d. Respondent shall make the Diamond Hill Property accessible and available for regular inspection by OCR staff members;
- e. Upon completion and satisfaction of all compassion center licensure requirements as set forth in the Regulations and in paragraph 32(b) of the Amended Consent Agreement, the Department shall issue Respondent a license to operate a medical marijuana compassion center;
- f. Respondent agrees and acknowledges that it expressly selected resolution of this matter by Amended Consent Agreement, rather than proceeding through the administrative hearing process beginning with the issuance of an Order to Show Cause.
- g. Upon execution of this Amended Consent Agreement, Respondent shall voluntarily withdraw with prejudice its appeal captioned *In the Matter of R.M.I. Compassion Center, Inc. DBR No. 24OCR0012*.

33. *Final Determination.* The parties agree that this Amended Consent Agreement and its terms represent the final determination of this matter. Respondent's failure to comply with any terms of this Amended Consent Agreement will amount to a violation of this Agreement and Respondent shall withdraw its Application.
34. *Waiver of Hearing and Appeal.* By agreeing to resolve this matter through the execution of this Amended Consent Agreement, Respondent knowingly and voluntarily waives any right to an administrative hearing and waives any right to pursue an appeal to the Superior Court under the Rhode Island Administrative Procedures Act, R.I. Gen. Laws § 42-35-1, *et seq.*
35. *Enforcement.* If Respondent fails to comply with any term of this Amended Consent Agreement within any applicable time period set forth herein, the Respondent will be in violation hereunder and the Department shall be entitled to immediately take administrative action in accordance with applicable law.
36. *Compliance; Laws.* Compliance with the terms of this Amended Consent Agreement does not relieve Respondent of any obligation to comply with other applicable laws or regulations administered by or through the Department of any other governmental agency.

SIGNATURE PAGE

For the Department:

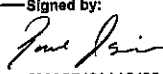


Signature

Erica Ferrelli
Chief, Office of Cannabis Regulation

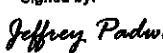
Date: 1-23-2025

Respondent: R.M.I. Compassion
Center, Inc.

Signed by:

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By: Paul Isikwe
Its President
Date: 1/17/2025

Counsel for Respondent R.M.I.
Compassion Center, Inc.:

Signed by:

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Signature
Jeffrey Padwa
Padwa Law, LLC
One Park Row, 5th Floor
Providence, RI 02903
Date: 1/17/2025

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PADWA LAW, LLC

ONE PARK ROW, 5TH FLOOR, PROVIDENCE, RI 02903 (401) 935-8571

Jeffrey M. Padwa

Licensed in RI, MA

January 30, 2025

Erica Ferrelli, Chief
Hannah Pfeiffer, Esq.
Office of Cannabis Regulation
560 Jefferson Blvd., Suite 204
Warwick, RI 02886

Re: R.M.I. Compassion Center, Inc.

Dear Erica and Hannah:

This letter of notification is being sent on behalf of R.M.I. Compassion Center, Inc. ("R.M.I."), to withdraw its application for a medical marijuana compassion center license in Zone 1.

R.M.I. submitted an application for licensure on November 12, 2020, that was signed and dated by Paul J. Isikwe, President of R.M.I. The application identified the proposed licensed premises in Zone 1 at 1500 Diamond Hill Road, Woonsocket, RI 02895, Plat 46, Lot 29.

On October 29, 2021, as a result of the lottery selection process conducted by the Department of Business Regulation (DBR), R.M.I.'s application was conditionally selected for licensure at the designated premises, subject to meeting the prerequisite conditions for final licensure as required under Section 1.2(F) of the Medical Marijuana Regulations. DBR confirmed this conditional selection and approval in a letter to R.M.I. dated October 29, 2021.

After careful consideration, R.M.I. has decided to withdraw its application for a medical marijuana compassion center license in Zone 1. Accordingly, we respectfully request DBR to formally acknowledge and process this withdrawal.

We appreciate the Department's time and consideration throughout this process.

Thank you for your attention to this matter.

Very truly yours,

/s/ Jeffrey Padwa

Jeffrey Padwa, Esq.

cc: Dr. Paul Isikwe

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AUR FORM 4



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 #
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

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.

Signature of Authorized Signatory

12/28/2025

Date

Printed Name: Dr. Paul J. Isikwe

Print Title: President

Print Name of Applicant: **RMI DISPENSARY INC.**