



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

1	APPLICANT NAME (legal name, and any d/b/a name(s), if applicable)	SBRI LLC You must attach the following documents to this Form: <ul style="list-style-type: none"> Articles of Incorporation filed with RI Secretary of State (SOS) Certificate of Good Standing from the RI SOS Evidence of filing a Fictitious Business Name Statement with the SOS, if applicable
	APPLICATION ZONE#	4 (Note separate applications and application fees are required to apply in multiple zones)
2	BUSINESS STREET ADDRESS	1020 Bald Hill Rd, Unit C
3	CITY, STATE, ZIP	Warwick, RI 02866
4	STREET ADDRESS OF PROPOSED LICENSED PREMISES FOR RETAIL SALES OF CANNABIS	1020 Bald Hill Rd, Unit C
5	CITY, STATE, ZIP	Warwick, RI 02866
6	PLAT#/LOT# OF PROPOSED LICENSED PREMISES FOR RETAIL SALES OF CANNABIS	260/47



7	SQUARE FOOTAGE OF PROPOSED FACILITY FOR RETAIL SALES OF CANNABIS	1,200 sqft
8	FEIN: (Federal Employer Identification Number)	[REDACTED]
9	TELEPHONE NUMBER	AREA CODE NUMBER EXTENSION [REDACTED] - Ext. _____
11	TOLL FREE NUMBER (if not applicable, put "N/A")	AREA CODE NUMBER EXTENSION (<u> N/A </u>) - Ext. _____
12	COMPLIANCE OFFICER Identification and Contact Information	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.
	Name:	Stephanie Burns
	Title:	Owner
	Mailing Address:	[REDACTED]
	Email Address:	[REDACTED]
	Phone Number	[REDACTED] - Ext. _____ AREA CODE NUMBER EXTENSION



TAXPAYER STATUS

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

PLEASE CHECK ONE BOX BELOW OR APPLICATION WILL BE CONSIDERED INCOMPLETE

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

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

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

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

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

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

Stephanie Burns

Name of Taxpayer/Entity
Number

[REDACTED]
Social Security or Federal Tax Identification
Number



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:

Stephanie Burns

979EE4297FBB406...

Print Name: Stephanie Burns

Print Title: Owner, SBRI LLC

DATE:

Click here to enter a date.

12/26/2025

AUR FORM 1 SECTION 1 ATTACHMENTS

Articles of Incorporation

Certificate of Good Standing



State of Rhode Island

Department of State | Office of the Secretary of State

Gregg M. Amore, *Secretary of State*

Date: December 24, 2025

SBRI LLC
(3 Pages)

A TRUE COPY WITNESSED UNDER THE SEAL OF THE
STATE OF RHODE ISLAND

Gregg M. Amore

Secretary of State

By *Audrey Albert*





State of Rhode Island
Department of State - Business Services Division

REC'D RIDOS BSD
25 DEC 23 PM 12:33:17
AMP

Articles of Organization

DOMESTIC Limited Liability Company

→ Filing Fee: \$150.00

Pursuant to the provisions of RIGL 7-16, the following Articles of Organization are adopted for the limited liability company to be organized hereby:

1. The name of the limited liability company is:		
SBRI LLC		
2. The name and address of the initial resident agent/office in Rhode Island is:		
Agent Name Cogency Global Inc.		
Street Address (NOT a P.O. Box) 222 Jefferson Blvd.		
City/Town Warwick	State RHODE ISLAND	Zip Code 02888
3. Under the terms of these Articles of Organization and any written operating agreement made or intended to be made, the limited liability company is intended to be treated for purposes of federal income taxation as (CHECK ONE BOX):		
<input checked="" type="checkbox"/> a disregarded as an entity separate from its member (single member LLC) <input type="checkbox"/> a partnership <input type="checkbox"/> a corporation		
4. The address of the principal office of the limited liability company, if it is determined at the time of organization:		
Street Address 1020 Bald Hill Road		
City/Town Warwick	State RI	Zip Code 02866
5. The limited liability company has the purpose of engaging in any lawful business, and shall have perpetual existence until dissolved or terminated in accordance with <u>RIGL 7-16</u> , unless a more limited purpose or duration is set forth in Section 6 of these Articles of Organization.		

12:33 pm

FILED
DEC 23 2025
BY E9549

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

6. Additional provisions, if any, not inconsistent with law, which the member(s) elect to have set forth in these Articles of Organization, including, but not limited to, any limitation of the purpose(s) or duration for which the limited liability company is formed, and any other provision which may be included in an operating agreement:

None

Check this box to indicate attachment ☐

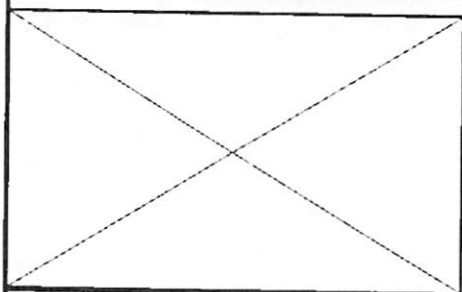
7. The Limited Liability Company is to be managed by its:

You **MUST** check one box:

☒ Members (Owners)
DO NOT complete the chart below.

OR

☐ Manager(s). Complete the chart below.

	MANAGER(S) NAME	ADDRESS

Check this box to indicate attachment ☐

8. Date when these Articles of Organization 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) _____

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

Name of Authorized Person

Address

Stephanie Burns

1020 Bald Hill Road

City/Town

State

Zip Code

Warwick

RI

02866

Signature of Authorized Person

Signed by:

Stephanie Burns

Date

December 23, 2025



State of Rhode Island

Department of State | Office of the Secretary of State

Gregg M. Amore, *Secretary of State*

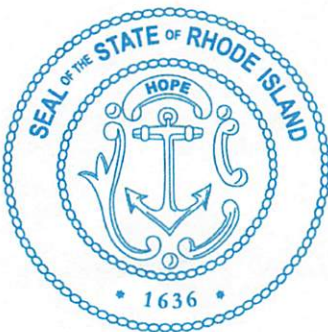
I, GREGG M. AMORE, Secretary of State of the State of Rhode Island,
hereby certify that this document, duly executed in accordance with the provisions
of Title 7 of the General Laws of Rhode Island, as amended, has been filed in this

office on this day:

December 23, 2025 12:33 PM

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





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:

SBRI LLC

is a Rhode Island Limited Liability Company organized on **December 23, 2025**.

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

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



SIGNED and SEALED on
December 24, 2025

Secretary of State

Certificate Number: 25120134170

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

Processed by: lsmith



AUR FORM 2 – Disclosure of Owners and Other Interest Holders

Name of Applicant: SBRI, LLC

Section I: Owners and Other Interest Holders

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

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

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

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

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



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



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

cccinquiry@ccc.ri.gov



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

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



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

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

Name of person or entity	Address	Date of Birth	SSN/FEIN	Email Address	Phone Number	Interest, including dollar value



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

Section IV:

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



CERTIFICATION AS TO AUR FORM 2

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

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

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

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

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

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

Signed by:

 979EE4297FBB406...

 Signature of Authorized Signatory

12/26/2025
 Click here to enter a date.

 Date

Stephanie Burns

 Printed Name
 Print Title: Owner
 Print Name of Applicant: SBRI LLC

AUR FORM 2 SECTION IV ATTACHMENT

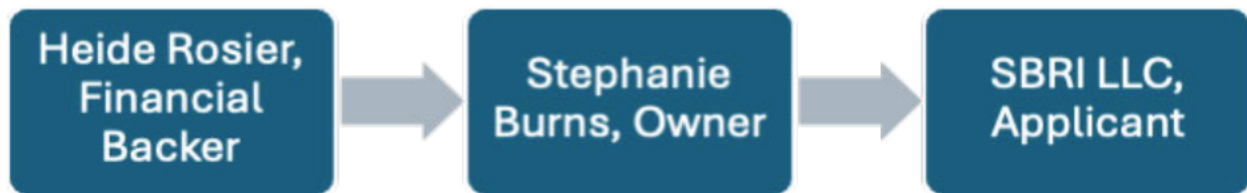
AUR FORM 2 – SECTION IV

A. Interest Holder Relationship Documentation

SBRI LLC is a single-member Limited Liability Company (LLC) that is wholly owned by Stephanie Burns, the single-member and manager. The Operating Agreement for the company is included below.

Additionally, please find the executed Promissory Note between Applicant Entity Owner Stephanie Burns and Lender Heide Rosier is included below.

B. Organizational Chart



C. List of Interest Holders

The following list includes Interest Holders identified in Section I(A) and Section I(D).

Name	Effective Ownership Percentage	Promissory Note Amount Pledged
Stephanie Burns		
Heide Rosier		

D. List of Interest Holders

The following list includes Interest Holders identified in Section I(A), I(B), I(C), and I(E).

Name	Projected Annual Compensation / Remuneration
Stephanie Burns	

**OPERATING AGREEMENT
OF
SBRI LLC**

This Operating Agreement (this "**Agreement**") of SBRI LLC, a Rhode Island limited liability company (the "**Company**"), effective as of December 24, 2025 (the "**Effective Date**"), is entered into by and between the Company and Stephanie Burns, as the sole member of the Company (the "**Member**").

WHEREAS, the Company was formed as a limited liability company on December 22, 2025, by the filing of Articles of Organization (the "**Articles of Organization**") with the Rhode Island Secretary of State ("**SOS**") pursuant to and in accordance with the Rhode Island Limited Liability Company Act (as amended from time to time, the "**Act**"); and

WHEREAS, the Member and the Company agree that the membership in and management of the Company shall be governed by the terms set forth herein.

NOW, THEREFORE, the Member and the Company agree as follows:

1. Name. The name of the Company is SBRI LLC.
2. Purpose. The purpose of the Company is to engage in any lawful business purpose for which limited liability companies may be formed under the Act and to engage in any and all necessary or incidental activities.
3. Powers. The Company shall have all the powers necessary or convenient to carry out the purposes for which it is organized, including the powers granted by the Act.
4. Principal Office. The location of the principal office of the Company shall be 1020 Bald Hill Road, Warwick, Rhode Island 02866, or such other location in Rhode Island as the Member may from time to time designate.
5. Registered Office. The address of the registered office of the Company in the State of Rhode Island is 222 Jefferson Blvd., Warwick, Kent County, Rhode Island 02888.
6. Registered Agent. The name and address of the registered agent for service of process on the Company in the State of Rhode Island is Cogency Global Inc., 222 Jefferson Blvd., Warwick, Kent County, Rhode Island 02888.
7. Members.

(a) Initial Member. The Member owns [REDACTED] of the membership interests in the Company. The name and the mailing address of the Member are as follows:

Name

Stephanie Burns

Address

[REDACTED]
[REDACTED]

(b) Additional Members. One or more additional members may be admitted to the Company with the written consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement or adopt a new operating agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each member shall execute and deliver a counterpart to any such amendment to this Agreement or new operating agreement, as applicable.

(c) Membership Interests; Certificates. The Company shall not issue any certificates to evidence ownership of membership interests.

8. Management.

(a) Authority; Powers, and Duties of the Member. The Company shall be member-managed. The Member shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any action taken by the Member shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Member as set forth in this Agreement. The Member shall have all rights and powers of a manager under the Act, and shall have such authority, rights, and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient, or advisable to effectuate the purposes of this Agreement.

(b) Election of Officers; Delegation of Authority. The Member may, from time to time, designate one or more officers with such titles as may be designated by the Member to act in the name of the Company with such authority as may be delegated to such officers by the Member (each such designated person, an "**Officer**"). Any such Officer shall act pursuant to such delegated authority until the Officer is removed by the Member. Any action taken by an Officer pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any Officer set forth in this Agreement and any instrument designating such Officer and the authority delegated to such Officer. Initially, Stephanie Burns, shall be the President, of the Company and shall have the powers and duties typically held by such officer, as such powers and duties may be amended by the Member.

9. Liability of Member; Indemnification.

(a) Liability of Member. Except as otherwise required in the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and the Member shall not be personally liable for any such debt, obligation, or liability of the Company solely by reason of being the Member or participating in the management or conduct of the business of the Company.

(b) Indemnification. To the fullest extent permitted under the Act, the Member (irrespective of the capacity in which such Member acts, including as an officer of the Company) shall be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, judgment, fine, liability, claim, or expense (including attorneys' fees or

other expenses incurred in investigating or defending against such loss, damage, judgment, fine, liability, or claim, and any amounts expended in settlement of any claims) whatsoever incurred by the Member relating to or arising out of any act or omission or alleged act or omission (whether or not constituting negligence or gross negligence) performed or omitted by the Member on behalf of the Company; *provided, however*, that any indemnity under this Section 8(b) shall be provided out of and to the extent of the assets of the Company only, and neither the Member nor any other person or entity shall have any personal liability on account thereof.

10. Term. The term of the Company shall be perpetual unless the Company is dissolved and liquidated in accordance with Section 13.

11. Capital Contributions. The Member hereby agrees to contribute to the Company such cash, property, or services from time to time, or loan funds to the Company, in each case as the Member may determine in the Member's sole and absolute discretion; *provided*, that absent such determination, the Member is under no obligation whatsoever, either express or implied, to make any such contribution or loan to the Company.

12. Tax Status; Income and Deductions.

(a) Tax Status. As long as the Company has only one member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company nor the Member shall take any action or make any election that is inconsistent with such tax treatment. All provisions of this Agreement are to be construed so as to preserve the Company's tax status as a disregarded entity.

(b) Income and Deductions. All items of income, gain, loss, deduction, and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction, and credit of the Member.

13. Distributions. Distributions shall be made to the Member at the times and in the amounts determined by the Member.

14. Dissolution; Liquidation.

(a) Dissolution Events. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (i) the written consent of the Member or (ii) any other event or circumstance giving rise to the dissolution of the Company under Section 701 of the Act, unless the Company's existence is continued pursuant to the Act.

(b) Winding Up. Upon dissolution of the Company, the Company shall, unless restricted by the Act, immediately commence to wind up its affairs and the Member shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member under this Agreement shall continue.

(c) Distribution of Proceeds. In the event of dissolution, the Company shall, unless restricted by the Act, conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent permitted by law, in

satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) second, to the Member.

(d) Articles of Dissolution. Upon the completion of the winding up of the Company, the Member shall file articles of dissolution with the SOS in accordance with the Act.

15. Miscellaneous.

(a) Amendments. Amendments to this Agreement may be made only with the written consent of the Member.

(b) Governing Law. This Agreement shall be governed by the laws of the State of Rhode Island.

(c) Severability. In the event that any provision of this Agreement shall be declared to be invalid, illegal, or unenforceable, such provision shall survive to the extent it is not so declared and the validity, legality, and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

(d) No Third-Party Beneficiaries. Nothing in this Agreement, either express or implied, is intended to or shall confer upon any person other than the parties hereto, and their respective successors and permitted assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the Effective Date.

COMPANY:

SBRI LLC, a Rhode Island limited liability company

Signed by:
By: Stephanie Burns
979EE4297F8B406...
Stephanie Burns, its sole member

MEMBER:

Signed by:
Stephanie Burns
979EE4297F8B406...
Stephanie Burns

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR UNDER THE SECURITIES LAWS OF ANY STATE AND HAS BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. THIS NOTE MAY BE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE UNDER SUCH LAWS AND ANY SUCH SALE OR TRANSFER MAY REQUIRE COMPLIANCE WITH THE ACT AND THE APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT ANY SUCH PROPOSED TRANSFER OR SALE IS IN COMPLIANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

SBRI LLC

UNSECURED PROMISSORY NOTE

December 24, 2025

FOR VALUE RECEIVED, the undersigned **SBRI LLC**, a Rhode Island limited liability company (the “Borrower”), promises to pay to **Heide Rosier** (“Holder”), in accordance with Holder’s funded amounts listed on Schedule 1, as may be updated by Holder from time to time in accordance with this Promissory Note (the “Note”), the principal balance of the loan advanced from time to time by Holder to the Borrower (the “Loan”) together with accrued and unpaid interest on the principal amount of this Note outstanding from time to time until such principal amount is paid in full, at such interest rate, and at such times and upon such other terms and conditions as are specified in this Note.

Each request for an advance hereunder must be in writing using the form attached hereto as Exhibit A, together with any other relevant information which Holder may require, in its sole discretion (each a “Disbursement Request”). Each Disbursement Request shall be executed by a duly authorized officer of the Borrower and delivered by email to Holder. Within five (5) business days of the acceptance of any Disbursement Request by Holder (such acceptance which, for the sake of clarity, shall be at Holder’s discretion), Holder shall pay to the Borrower the applicable advance amount. Holder shall, and is hereby authorized by the Holder to, set forth on Schedule 1 of the Note the principal amount of each advance made by it hereunder. Each such notation shall, in the absence of manifest error, be prima facie evidence of the amounts outstanding hereunder.

1. Repayment. All payments of interest and principal shall be in lawful money of the United States of America. All payments shall be applied first to accrued interest, and thereafter to principal. All amounts outstanding pursuant to this Note shall be due and payable on the date that is one-hundred twenty (120) months after the date first set forth above (the “Maturity Date”); provided, that Holder may extend the Maturity Date by giving advanced written notice to the Borrower if the Conditions (as defined below) have not been fully satisfied as of the date that is three months prior to the then-current Maturity Date.

2. Interest Rate. The outstanding principal amount of the Loan shall bear simple interest from the date of the applicable disbursement until the Maturity Date at the rate of twenty

percent (20%) per annum and shall accrue on the basis of actual number of days elapsed and a 360-day year. For the avoidance of doubt, interest shall only become due and payable upon the Maturity Date as set forth in Section 3.

3. Maturity. The entire outstanding principal balance and all unpaid accrued interest shall become fully due and payable on the Maturity Date.

4. Expenses. In the event of any default hereunder, the Borrower shall pay all reasonable attorneys' fees and court costs incurred by Holder in enforcing and collecting this Note.

5. Prepayment. The Borrower shall be permitted to make any pre-payment on the Loan prior to the Maturity Date, with prior written notice to Holder.

6. Events of Default. If there shall be any Event of Default (as defined below) hereunder, at the option and upon the declaration of Holder and upon written notice to the Borrower, this Note shall accelerate and all principal and unpaid accrued interest shall become due and payable. The occurrence of any one or more of the following shall constitute an "Event of Default":

6.1. The Borrower fails to pay timely any of the principal amount due under this Note on the date the same becomes due and payable or any accrued interest or other amounts due under this Note on the date the same becomes due and payable;

6.2. The Borrower shall fail to successfully meet any specified revenue milestones, as agreed between the Borrower and Holder from time to time, on the timelines specified in such agreement;

6.3. A determination by the Rhode Island Cannabis Control Commission (the "CCC") that any member, officer or director of the Borrower does not satisfy any suitability, eligibility or other qualification criteria pursuant to any applicable cannabis laws with respect to the applicable law, including any character or suitability criteria thereunder;

6.4. A determination by the CCC that any member, officer or director of the Borrower must divest itself of any direct or indirect interest in, or disassociate itself from the Borrower or any member, officer or director of the Borrower or any of their respective affiliates;

6.5. The failure by any stockholder, officer or director of the Borrower to promptly provide all information required or requested by the CRC or said stockholder, officer or director of the Borrower;

6.6. Circumstances exist such that any member, officer or director of the Borrower is deemed likely, in the reasonable discretion of Holder, based on verifiable information received from the CCC or otherwise, to preclude or materially delay, impede or impair the ability of the Borrower to obtain, retain or renew any cannabis license, or may result in the imposition of materially burdensome terms and conditions on, or the revocation or suspension of, or the imposition of fines and penalties related to, any cannabis license.

6.7. The Borrower files any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors or takes any corporate action in furtherance of any of the foregoing; or

6.8. An involuntary petition is filed against the Borrower (unless such petition is dismissed or discharged within sixty (60) days under any bankruptcy statute now or hereafter in effect, or a custodian, receiver, trustee, assignee for the benefit of creditors (or other similar official) is appointed to take possession, custody or control of any property of the Borrower.

8. Representations and Warranties.

(a) **Representations and Warranties of the Borrower.** The Borrower hereby represents and warrants to Holder as of the date hereof as follows:

(i) **Organization, Existence, and Qualification.** The Borrower is a limited liability company duly organized and validly existing under the laws of the State of Rhode Island. The Borrower has the requisite company power to own and operate its properties and assets and to carry on its business as currently conducted. The Borrower is duly qualified and is authorized to do business in all jurisdictions in which the nature of its activities and of its properties (both owned and leased) makes such qualification necessary, except for those jurisdictions in which failure to do so would not have a material adverse effect on the Borrower or its business (a “Material Adverse Effect”).

(ii) **Borrower Power.** The Borrower has all requisite corporate power to issue this Note and to carry out and perform its obligations under this Note. The Borrower’s board of directors, to the extent applicable, has approved the issuance of this Note based upon a reasonable belief that the issuance of this Note is appropriate for the Borrower after reasonable inquiry concerning the Borrower’s financing objectives and financial situation.

(iii) **Authorization.** All corporate action on the part of the Borrower and the Borrower’s board of directors, to the extent applicable, necessary for the issuance and delivery of this Note has been taken. This Note constitutes a valid and binding obligation of the Borrower enforceable in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency, the relief of debtors and, with respect to rights to indemnity, subject to federal and state securities laws.

(iv) **Compliance with Laws.** To its knowledge, the Borrower is not in violation of any applicable statute, rule, regulation, order or restriction of any domestic or foreign government or any instrumentality or agency thereof in respect of the conduct of its business or the ownership of its properties, which violation of which would have a Material Adverse Effect.

(v) **Compliance with Other Instruments.** The Borrower is not in violation or default of any term of its articles of organization or operating agreement, or of any provision of any mortgage, indenture or contract to which it is a party and by which it is bound or of any judgment, decree, order or writ, other than such violation(s) that would not have a Material Adverse Effect. The execution, delivery and performance of this Note will not result in any such

violation or be in conflict with, or constitute, with or without the passage of time and giving of notice, either a default under any such provision, instrument, judgment, decree, order or writ or an event that results in the creation of any lien, charge or encumbrance upon any assets of the Borrower or the suspension, revocation, impairment, forfeiture, or nonrenewal of any material permit, license, authorization or approval applicable to the Borrower, its business or operations or any of its assets or properties. Without limiting the foregoing, the Borrower has obtained all waivers reasonably necessary with respect to any preemptive rights, rights of first refusal or similar rights, including any notice or offering periods provided for as part of any such rights, in order for the Borrower to consummate the transactions contemplated hereunder without any third party obtaining any rights to cause the Borrower to offer or issue any securities of the Borrower as a result of the consummation of the transactions contemplated hereunder.

(vi) No “Bad Actor” Disqualification. The Borrower has exercised reasonable care to determine whether any Company Covered Person (as defined below) is subject to any of the “bad actor” disqualifications described in Rule 506(d)(1)(i) through (viii), as modified by Rules 506(d)(2) and (d)(3), under the Act (“Disqualification Events”). To the Borrower’s knowledge, no Company Covered Person is subject to a Disqualification Event. The Borrower has complied, to the extent required, with any disclosure obligations under Rule 506(e) under the Act. For purposes of this Note, “Company Covered Persons” are those persons specified in Rule 506(d)(1) under the Act; provided, however, that Company Covered Persons do not include (a) Holder, or (b) any person or entity that is deemed to be an affiliated issuer of the Borrower solely as a result of the relationship between the Borrower and Holder.

(vii) Use of Proceeds. The Borrower shall use the proceeds of this Note solely for the operations of its business.

(b) Representations and Warranties of Holder. Holder hereby represents and warrants to the Borrower as of the date hereof as follows:

(i) Purchase for Own Account. Holder is acquiring the Note solely for Holder’s own account and beneficial interest for investment and not for sale or with a view to distribution of the Note or any part thereof, has no present intention of selling (in connection with a distribution or otherwise), granting any participation in, or otherwise distributing the same, and does not presently have reason to anticipate a change in such intention.

(ii) Information and Sophistication. Without lessening or obviating the representations and warranties of the Borrower set forth in subsection (a) above, Holder hereby: (A) acknowledges that Holder has received all the information Holder has requested from the Borrower and Holder considers necessary or appropriate for deciding whether to acquire the Note, (B) represents that Holder has had an opportunity to ask questions and receive answers from the Borrower regarding the terms and conditions of the offering of the Note and to obtain any additional information necessary to verify the accuracy of the information given Holder and (C) further represents that Holder has such knowledge and experience in financial and business matters that Holder is capable of evaluating the merits and risk of this investment.

(iii) Ability to Bear Economic Risk. Holder acknowledges that investment in the Note involves a high degree of risk, and represents that Holder is able, without materially impairing Holder's financial condition, to hold the Note for an indefinite period of time and to suffer a complete loss of Holder's investment.

(iv) Accredited Investor Status. Holder is an "accredited investor" as such term is defined in Rule 501 under the Act.

9. Covenants.

(a) Negative Covenants. The Borrower hereby agrees that prior to the repayment in full of the outstanding principal balance and all unpaid accrued interest hereunder, the Borrower shall not, without the prior written consent of Holder:

(i) issue any equity securities or any instruments that are convertible into equity securities;

(ii) permit any transfers of equity securities of the Borrower;

(iii) approve any budget or deviate from the then-current budget (that has been approved by Holder) in the aggregate or with respect to any line item, or operate without a budget, in each case, without the express written consent of Holder;

(iv) directly or indirectly, merge with or consolidate with or into, dissolve or liquidate into or convey, transfer, lease or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets or equity interests (in each case, whether now owned or hereafter acquired) to or in favor of any person or entity;

(v) directly or indirectly, (A) purchase or acquire any equity interests of another person or entity, or any obligations or other securities of, or any interest in, any person or entity, including the establishment or creation of a subsidiary, or (B) make any acquisition of any of the assets or equity interests of another person or entity, or of any business or division of any person or entity, including by way of merger, consolidation, other combination or otherwise, or (C) make, purchase or acquire any advance, loan, extension of credit (other than trade payables in the ordinary course of business) or capital contribution to or any other investment in, any person or entity (the items described in clauses (A), (B) and (C) above are referred to as "Investments"), except Investments not to exceed Five Thousand and No/100 Dollars (\$5,000.00) in the aggregate at any time outstanding and except for any Investments set forth on Schedule A to a Disbursement Request (to the extent such Disbursement Request is approved by Holder);

(vi) directly or indirectly, create, incur, assume, guarantee, permit to exist or be liable with respect to any indebtedness, other than (A) the indebtedness evidenced hereby, and (B) trade payables incurred in the ordinary course of business by the Borrower, in accordance with the Borrower's then-current budget;

(vii) directly or indirectly, grant, pledge, assign or otherwise provide a lien on any of the Borrower's property or assets (including, without limitation, the Collateral (as

defined below)), except pursuant to this Note and other liens to which Holder has given its prior written consent;

(viii) directly or indirectly, dispose of (whether in one or a series of transactions) any assets or property of the Borrower, except dispositions of (A) inventory, goods or services or of worn out obsolete, damaged or surplus equipment, all in the ordinary course of business, and (B) cash and cash equivalents in the ordinary course of business;

(ix) directly or indirectly, (A) enter into any partnership, joint venture, syndicate, pool, profit-sharing or other combination, or engage in any transaction with any holder of equity interests of the Borrower, any affiliate of the Borrower or any holder of equity interests of any such affiliate, or (B) enter into any management contract or similar arrangement whereby any of its business or operations is managed by another person or entity;

(x) directly or indirectly, enter into or permit to exist any transaction with any affiliate of the Borrower, except for transactions that are in the ordinary course of business, upon fair and reasonable terms that are no less favorable to the Borrower than would be obtained in an arm's length transaction with a person or entity that is not an affiliate;

(xi) enter into, assume or become subject to any agreement, deed, lease or contractual obligation prohibiting or otherwise restricting the creating or granting the existence of any lien upon any of its property or assets in favor of Holder, whether now owned or hereafter acquired;

(xii) enter into any depository, securities, operating or investment account (each, an "Account") unless it has executed and delivered to Holder an account control agreement in form and substance satisfactory to Holder (acting reasonably) in relation to each such account within sixty (60) days (or such longer period as Holder shall agree to in its reasonable discretion) after (A) the date of this Agreement with respect to any deposit account exiting on the date hereof, and (B) the date that such any such depository, operating or investment account is opened;

(xiii) directly or indirectly, purchase, redeem or defease earlier than scheduled or prepay any principal of, premium, if any, interest or other amount payable in respect of any indebtedness before its scheduled maturity, unless consented to by Holder in its reasonable discretion;

(xiv) make any distributions to any members of the Borrower; and

(xv) directly or indirectly, amend, restate, supplement, change or otherwise modify any of its material contracts or organizational documents other than non-material changes that could not reasonably be expected to have an adverse effect on Holder's interests under this Note or in relation to the transactions contemplated by the Support Services Agreement.

(b) Affirmative Covenants. The Borrower hereby agrees that prior to the repayment in full of the outstanding principal balance and all unpaid accrued interest hereunder, the Borrower shall:

(i) (A) preserve and maintain in full force and effect its organizational existence and good standing under the applicable laws of its jurisdiction of organization, and (B) preserve and maintain all qualifications to do business in each other jurisdiction not covered by clause (A) above;

(ii) pay, discharge and perform as the same shall become due and payable or required to be performed all tax liabilities, assessments and governmental charges or levies upon it or its property, unless such actions are the responsibility of Holder under the Support Services Agreement;

(iii) execute any agreement, instrument or other document that Holder may reasonably request (a) in order to grant and perfect the validity and first priority of the security interests and liens created or intended to be created by this Note (including, without limitation, on the Collateral (as defined below));

(iv) apply all proceeds from the issuance of this Note as specifically provided for herein;

(v) notify Holder not less than five (5) business days before it opens any new Account; and

(vi) if the Borrower at any time has a board of managers and Holder does not have the ability to appoint one or more managers to such board of managers, appoint an observer to the board of managers.

(c) Additional Covenants. The Borrower shall use commercially reasonable efforts to fulfill the following actions or, if such responsibilities are delegated to Holder under a separate agreement, assist Holder in completing the specific action:

(i) deliver to Holder the proposed budget for the following fiscal year no later than October 15 of the preceding year;

(ii) maintain with financially sound and reputable insurance companies insurance with respect to the Borrower's assets, properties and business, against such hazards and liabilities, of such types and in such amounts, as is customarily maintained by companies in the same or similar businesses similarly situated;

(iii) maintain, preserve and protect all assets and properties of the Borrower necessary in the operation of its business in good working order and condition, ordinary wear and tear and casualty and condemnation excepted, and (b) make all necessary repairs to all of the assets and properties of the Borrower and renewals and replacements thereof; and

(iv) maintain (A) proper books of record and account, in which full, true and correct entries shall be made of all financial transactions and matters involving the assets, property and business of the Borrower, (B) such books of record and account in conformity with all applicable requirements of any governmental authority having regulatory jurisdiction over the Borrower and (C) provide access to all such books and records to Holder as requested by Holder.

10. Regulatory Compliance. Notwithstanding anything to the contrary in this Note, this Note is subject to all applicable state and local marijuana laws involving the dispensing, processing or cultivation of marijuana (the “Marijuana Laws”). Without limiting the foregoing, the Borrower and Holder each acknowledge that: (i) notification of this Note prior to or after the execution may be filed by the Borrower or Holder with the applicable state or local governmental authority with jurisdiction over the parties or this Note; (ii) it is subject to being called forward by any applicable governmental authority enforcing the Marijuana Laws with jurisdiction over the parties or this Note, including the filing of applications and documents; and (iii) all rights, remedies, and powers under this Note formed pursuant to the terms hereof, may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of the Marijuana Laws and only to the extent that required approvals are obtained from the requisite governmental authorities, if needed. Borrower and Holder agree to use commercially reasonable efforts to file any application, documents or information required by the applicable state or local governmental authority with jurisdiction over the parties or this Note.

11. Additional Cannabis Terms.

- a. Restricted Cannabis Activity. If any change in Marijuana Laws results in the business activities of the Borrower or the Holder becoming illegal under any Marijuana Laws (“**Restricted Cannabis Activity**”), such change in Marijuana Laws will be deemed to have had a Material Adverse Effect and the outstanding balance of the Loan will immediately become due and payable in full, but shall not be considered “an Event of Default.”
- b. No Right of Rescission. No party hereto shall have any right of rescission or amendment arising out of or relating to any non-compliance with Marijuana Laws existing on the date hereof, and no party shall seek to enforce the provisions hereof in federal court unless and until the parties have reasonably determined that state cannabis laws are fully compliant with federal cannabis laws.

12. Waiver. The Borrower hereby waives demand, notice, presentment, protest and notice of dishonor.

13. Governing Law. This Note and all actions arising out of or in connection with this Note shall be governed by and construed in accordance with the laws of the State of Rhode Island, without regard to the conflicts of law provisions of the State of Rhode Island, or of any other state.

14. Modification. Any term of this Note may be amended only with the written consent of the Borrower and Holder.

15. Assignment. The Borrower may not assign its rights and obligations under this Note to any party. Holder may assign its rights and obligations under this Note including to an affiliated party, subject to any restrictions imposed by the CCC, including, but not limited to, 560-RICR-10-10-1.3.3(A)(3)-(4). Holder shall promptly provide notice of any such assignment to the Borrower. This Note is entered into for the benefit of the parties hereto and their successors and permitted assigns, and is binding upon and inures to the benefit of the parties and their successors

and permitted assigns. No third party has or will have any right or remedy arising as a result of this Agreement.

16. Counterparts. This Note may be executed in counterparts, which may be delivered by electronic transmission (including delivery facsimile copies of signatures via email in PDF or similar readily accessible format), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties may execute this Note electronically.

[signature page follows]

IN WITNESS WHEREOF, this Unsecured Promissory Note has been duly executed and delivered as of the date first written above.

BORROWER

SBRI LLC

Signed by:
By: Stephanie Burns
979EE4297FBB406...
Name: Stephanie Burns
Title: Member, Authorized Signatory
12/26/2025

HOLDER

Heide Rosier

Signed by:
By: Heide Rosier
1433E211D78A48E...
Name: Heide Rosier
Title: Holder
12/27/2025

EXHIBIT A

Disbursement Request Form

Date: _____, 202__

Ladies and Gentlemen:

This Disbursement Request is made pursuant to that certain Secured Promissory Note, dated as of [___], 2025 (as amended, modified, supplemented, restated, or renewed, from time to time, the “**Note**”) by and between _____ (the “**Company**”) and _____ (the “**Holder**”).

The Company hereby requests a disbursement in the amount of: \$ _____, the proceeds of which will be used as set forth on Schedule A attached hereto.

The Company requests that the advance disbursed to Company be made to the following account:

[INSERT BANK ACCOUNT DETAILS]

The Company certifies and agrees that:

- a. No event which constitutes, or which with notice or lapse of time or both could constitute, an Event of Default (as such term is defined in the Note) shall have occurred and be continuing;
- b. All representations and warranties of the Company made in the Note are correct in all material respects as of the date hereof; provided that to the extent that such representations and warranties specifically refer to an earlier date, they shall have been true and correct in all material respects on and as of such earlier date;
- c. The Company is in compliance with all covenants and agreements of the Company contained in the Note in all material respects on and as of the date hereof; the advance will be used only for the purposes set forth on Schedule A, which purposes are permitted by the Note; and
- d. The undersigned understands that this certification is made for the purpose of inducing Holder to make the requested advance to the Company and that, in making the requested advance, Holder will rely upon the accuracy of the matters stated in this certificate.

This Disbursement Request is executed by the undersigned on the date first written above.

COMPANY:

By: _____

Name: _____

Title: _____

SCHEDULE A TO DISBURSEMENT REQUEST

ADVANCES

Purpose – Use of Funds	Amount of Advance	Proposed Date of Disbursement



AUR Form 3 – Owners and Interest Holders Certification Statement Form

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

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

cccinquiry@ccc.ri.gov



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

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

Signed by:

Stephanie Burns

979EE4297FBB406

Signature of Authorized Signatory

12/26/2025

[Click here to enter a date.](#)

Date

Stephanie Burns

Printed Name:

Print Title: Owner

Print Name of Applicant: SBRI LLC



AUR Form 4 – Business License Identification Form

Applicant hereby state(s) as follows:

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

State & Name of Agency	Type of License	Name of Licensee	License or Registration #

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

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

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

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

Signed by:

 979EE4297FBB49C...
 Signature of Authorized Signatory

12/26/2025

[Click here to enter a date.](#)

Date

Stephanie Burns
 Printed Name:
 Print Title: Applicant
Print Name of Applicant: SBRI LLC