

SETTLEMENT AGREEMENT

Effective July 18, 2025, the State of Maine Department of Administrative and Financial Services (“DAFS”) and Joseph Volens of Lebanon, Maine (collectively “the Parties”) enter in this Settlement Agreement.

Mr. Volens was a registered caregiver pursuant to the Maine Medical Use of Cannabis Act, and on April 4, 2025, Dean Goodale, Director of Compliance for the Office of Cannabis Policy at DAFS sent Mr. Volens a Notice of Administrative Action including Monetary Penalty and Order of Forfeiture and Destruction, notifying him that DAFS was revoking his registry identification (“ID”) card (CGR31667) and seeking monetary penalties and an order of destruction.

Such actions are subject to an administrative hearing pursuant to 22 M.R.S. §2430-I (9) and then potentially to judicial review pursuant to 5 M.R.S. Chapter 375 and M.R.Civ.P. 80C, and Mr. Volens exercised his right to request a hearing on this matter.

NOW THEREFORE, as the Parties wish to settle this matter in consideration of the mutual promises set forth herein rather than continue the appeals process, the parties agree as follows:

1. OCP, DAFS rescinds its request to revoke CGR31667 and hereby suspends Mr. Volens’s registry ID card from July 18, 2025 to January 18, 2026.
2. The suspension of Mr. Volens’s registry ID card is based on Mr. Volens’s conduct as stated in the April 4, 2025 letter including taking harvested cannabis out-of-state, selling edible medical cannabis products produced by another registrant that were not homogeneous and did not contain the THC potency shown on the label, purchasing cannabis products wholesale at a “session” which were produced out of state, sold harvested cannabis at locations other than the locations he was authorized to use by OCP, and did not keep required employee records.
3. Mr. Volens will pay a total administrative penalty of \$16,500.00. The administrative penalty shall be paid by November 18, 2025, and no new registrations or licenses will be issued until it is paid in full.
4. During the suspension, Mr. Volens will not participate in the Maine Medical Use of

Cannabis Program, including having or holding any direct or indirect financial interest in a business, caregiver or dispensary registered under this program. Allowing medical Cannabis to be grown on any property in which he has or holds any ownership interest during this period of suspension would violate this agreement, except that Mr. Volens may sublet his caregiver retail store under the following conditions:

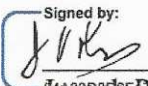
- a. Mr. Volens shall have no access to, or any financial interest in, the cannabis plants or harvested cannabis (which includes cannabis concentrate and cannabis products) produced or possessed by the registered caregiver subletting the store;
 - b. Mr. Volens shall ensure that any registered caregiver operating the caregiver store has received local authorization and is registered with OCP to run a retail caregiver store.
 - c. Any rent or fees charged by Mr. Volens for the use of the store must be fair rent or fees typically charged for properties that are similarly sized, situated, and used; and
 - d. The rent and fees charged by Mr. Volens for the store must be memorialized in a lease agreement and said lease agreement for the store covering any time from the execution of this agreement until January 18, 2026 will be provided to OCP in a timely manner.
5. During the suspension, Mr. Volens will not participate in the Adult Use Cannabis Program, including applying for an adult use individual identification card or an adult use Cannabis establishment license under the Cannabis Legalization Act; and having or holding any direct or indirect financial interest in an adult use Cannabis establishment. Allowing adult use Cannabis to be grown on any property in which he has or holds any ownership interest during this period of suspension would violate this agreement, except that he may grow his own personal adult use Cannabis plants in accordance with 28-B M.R.S. § 1502.
6. After the period of suspension ends on January 18, 2026, Mr. Volens will have to apply anew for a caregiver registry ID card and will also be eligible to apply for other participation in the Maine Medical Cannabis Program and the Adult Use Cannabis Program as stated below.

7. After January 18, 2026, this suspension will not be considered a bar to Mr. Volens's participation in the Maine Medical Cannabis Program as a registered caregiver. After July 17, 2026 this suspension will not be a bar to application but will be considered as part of his background if he applies for a dispensary registration certificate.
8. Mr. Volens agrees to take corrective action as outlined below, in addition to complying with all other requirements of program participation when he participates in the Maine Medical Cannabis Program after January 18, 2026:
 - a. Mr. Volens shall keep adequate personnel files for each registered assistant.
 - b. Mr. Volens shall keep adequate records of wholesale purchases.
 - c. No harvested Cannabis shall be transported without a trip ticket.
 - d. Mr. Volens will establish to the satisfaction of DAFS that he has disposed of any non-compliant cannabis and cannabis products.
 - e. All records, including trip tickets, shall be kept for the time required by law and available for DAFS inspections upon demand.
9. Wind-down plan: Mr. Volens has transferred any authorized harvested Cannabis or products or plants to another registered caregiver and is not operating or profiting from his caregiver store.
10. DAFS reserves the right to take any appropriate action if Mr. Volens is found engaging in conduct not authorized by, or in violation of, the law or this Settlement Agreement.
11. This Settlement Agreement sets forth the entire agreement of the Parties, and any amendment hereof shall be in writing. Representations that are not contained in the Agreement or subsequent written amendment shall have no effect. The parties agree that once this agreement is signed the informal hearing is no longer necessary.
12. The Parties acknowledge that this Agreement and its reduction to final written form is the result of good faith negotiations between the Parties; said Parties and their respective counsel have carefully reviewed and examined this Agreement before execution by said Parties; any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
13. This Settlement Agreement shall be governed by the laws of the State of Maine.
14. The signatory for DAFS represents that he is duly authorized and empowered to execute this Settlement Agreement on behalf of DAFS, and that his signature is enough to legally

bind DAFS to the terms of the Settlement Agreement.

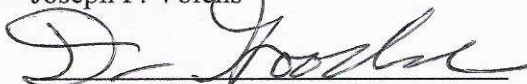
15. Mr. Volens represents that he is duly authorized and empowered to execute this Settlement Agreement on his behalf, and his signature is enough to legally bind himself, including any ownership interest he has in medical Cannabis plants or harvested Cannabis due to having been a registered caregiver, to the terms of the Settlement Agreement.

IN WITNESS WHEREOF, the duly authorized representative of DAFS, and Mr. Volens have signed this Agreement below:

Signed by:


Joseph P. Volens

Date: 8/4/2025



Dean Goodale, Director of Compliance, OCP, DAFS

Date: 8-5-2025