

STATE OF COLORADO
OFFICE OF THE ATTORNEY GENERAL

ASSURANCE OF DISCONTINUANCE

IN THE MATTER OF NUKA ENTERPRISES LLC ET AL

This Assurance of Discontinuance (“Assurance”) is entered into between Philip J. Weiser, Attorney General for the State of Colorado (“the Attorney General”), and Nuka Enterprises, LLC, Nuka Properties, LLC, Sima Sciences, LLC, and Peter Barsoom, individually (referred to collectively as “1906 Parties”), pursuant to the Attorney General’s powers under C.R.S. § 6-1-110(2), and constitutes a complete settlement between the Attorney General and the 1906 Parties (collectively the “Parties”) regarding the Attorney General’s allegations that the 1906 Parties’ business practices violated the Colorado Consumer Protection Act (“CCPA”).

I. PARTIES

1. Philip J. Weiser is the duly elected Attorney General for the State of Colorado and has authority to investigate and prosecute violations of the CCPA, C.R.S. Sections 6-1-101 through 6-1-1121.

2. Nuka Enterprises LLC is a Delaware limited liability company with the registered principal office address of 700 Canal Street, Samford, Connecticut 05880, which operated in the state of Colorado under agreement with Sima Sciences, LLC to produce and distribute its 1906 brand of marijuana products that were sold in MED-licensed dispensaries throughout the state of Colorado.

3. Sima Sciences, LLC is a Colorado limited liability company that held licenses issued by MED allowing for the manufacture and distribution of the 1906 line of products, including Midnight Drops, which were sold in MED-licensed dispensaries throughout Colorado.

4. Nuka Properties, LLC is a Colorado limited liability company that operated in the state of Colorado, and owned or operated the facility in which Midnight Drops were manufactured.

5. Peter Barsoom is an individual residing in New York, New York and is the founder, co-owner and Chief Executive Officer of Nuka Enterprises, LLC.

II. DEFINITIONS

6. The term “Effective Date” means the first date upon which both Parties have executed this Assurance.

7. “Cannabis” means anything derived from or produced from the plant cannabis sp. This includes both “hemp” (Cannabis containing equal or less than 0.3% Delta-9 THC on a dry-weight basis) and “marijuana” (Cannabis containing more than 0.3% Delta-9 THC on a dry-weight basis).

8. Unless otherwise specified, all definitions found in C.R.S. § 6-1-102 and § 6-1-105(1) are incorporated herein, and any term defined in those Sections shall have the same meaning when used in this Assurance.

III. ATTORNEY GENERAL’S ALLEGATIONS

9. The 1906 Parties were engaged in the manufacturing and distribution of a line of marijuana-infused edible products known as “Drops” that were marketed and sold to Colorado consumers through licensed marijuana dispensaries from 2016 until 2024. One of the specific products marketed and sold by the 1906 Parties, “Midnight Drops,” was promoted as an effective sleep remedy. Beginning in 2020, the 1906 Parties began to receive complaints from consumers regarding health issues they were suffering from because of consuming Midnight Drops.

10. In July 2022, the Colorado Department of Revenue’s Marijuana Enforcement Division (“MED”) and the Colorado Department of Public Health and Environment (“CDPHE”)

issued an Informational Notification based upon multiple reports of adverse health events reported by consumers related to the consumption of Midnight Drops. In response to these reports of adverse health events, the 1906 Parties re-formulated the ingredients contained in the Midnight Drops product, removing the plant extract Corydalis as an ingredient in that product. Beginning in March 2022, the 1906 Parties re-formulated and launched a new version of Midnight Drops which replaced the Corydalis extract with a different herbal supplement, Stephania extract.

11. On June 1, 2023, MED and CDPHE issued another Information Notification based on reports of adverse health events from consumers who purchased the re-formulated version of Midnight Drops containing Stephania extract. At that time, the 1906 Parties stopped producing, marketing and selling the Midnight Drops product in all MED-licensed dispensaries in the state of Colorado. However, despite the cessation in production, Midnight Drops continued to be available to consumers and sold through MED-licensed dispensaries for several more months.

12. This Assurance resolves the dispute between the Attorney General and the 1906 Parties regarding the 1906 Parties' alleged misrepresentations and failure to disclose material information related to the Midnight Drops product.

A. The 1906 Parties failed to disclose material information regarding adverse health events suffered by consumers of Midnight Drops and subsequently failed to take proper measures to remove Midnight Drops from dispensary shelves.

13. The Attorney General alleges that the 1906 Parties failed to disclose material information to consumers about specific reports of adverse health events being suffered by consumers of Midnight Drops.

14. The 1906 Parties first learned of adverse health events reported by consumers of its Midnight Drops product sometime in 2020 but continued to market and sell the original formulation of Midnight Drops containing the supplement Corydalis until March 2022.

15. In March 2022, rather than remove Midnight Drops from the shelves of MED-licensed dispensaries and discontinue sales of Midnight Drops entirely, the 1906 Parties reformulated Midnight Drops to use Stephania extract in place of Corydalis extract and continued to market and sell that product to Colorado consumers.

16. Despite the March 2022 reformulation of Midnight Drops, the 1906 Parties failed to perform adequate research and development to confirm the safety of consuming Midnight Drops containing Stephania extract. They began receiving complaints from consumers regarding the reformulated version beginning in January 2023.

17. Despite the 1906 Parties' direct knowledge of one adverse health event suffered by a consumer relating to the reformulated version of Midnight Drops in January 2023, the 1906 Parties continued to manufacture those products until May 2023, when they were discontinued.

18. Despite the cessation of production of Midnight Drops in May 2023, the 1906 Parties did not take adequate steps to contact each MED-licensed dispensary that had Midnight Drops available for sale in order to prevent any further sale of Midnight Drops from occurring.

19. The 1906 Parties continued to market Midnight Drops on the company's website until September 2023 despite discontinuing the production of that product in May 2023.

B. The 1906 Parties misrepresented the health benefits of consuming Midnight Drops.

20. The Attorney General alleges that, from 2016 through 2024, the 1906 Parties made several misrepresentations to consumers regarding the ingredients and health benefits of Midnight Drops.

21. The 1906 Parties did not conduct sufficient research on the ingredients used in the original formulation of Midnight Drops to support the claimed health benefits and did not disclose the known risks of consuming Corydalis.

22. The 1906 Parties misled consumers by simply reformulating Midnight Drops to remove the use of Corydalis extract and replacing it with Stephania extract and representing that reformulated version as safe to consume.

23. Even after becoming aware of adverse health events being suffered by consumers who purchased the reformulated version of Midnight Drops, the 1906 Parties continued to market Midnight Drops as a sleep supplement and allowed for the continued sale of those products throughout MED-licensed dispensaries in Colorado.

C. The Attorney General's claims.

24. The CCPA, C.R.S § 6-1-105(1)(e), prohibits a person, in the course of the person's business, vocation, or occupation, from "knowingly or recklessly mak[ing] a false representation as to the characteristics, ingredients, uses, benefits, alterations, or quantities of goods, foods, services, or property...[.]"

25. The CCPA, C.R.S § 6-1-105(1)(u), prohibits a person, in the course of the person's business, vocation, or occupation, from "fail[ing] to disclose material information concerning goods, services, or property which information was known at the time of an advertisement or sale if such failure to disclose such information was intended to induce the consumer to enter into a transaction."

26. The CCPA, C.R.S § 6-1-105(1)(rrr), prohibits a person, in the course of the person's business, vocation, or occupation, from "knowingly or recklessly engag[ing] in any unfair, unconscionable, deceptive, deliberately misleading, false, or fraudulent act or practice."

27. The CCPA, C.R.S § 6-1-105(1)(sss), prohibits a person, in the course of the person's business, vocation, or occupation, from "violat[ing] [the CCPA] as it applies to hemp,

industrial hemp, industrial hemp products, intoxicating hemp, adult use cannabis products, the plant cannabis sp., or anything derived from or produced from the plant cannabis sp.”

28. The Attorney General alleges that the 1906 Parties’ conduct here violated at least these subsections of the CCPA.

29. The 1906 Parties deny their conduct violated the CCPA.

IV. LEGAL AUTHORITY

30. C.R.S. § 6-1-110(2) authorizes the Attorney General to accept an assurance of discontinuance for any deceptive trade practice listed in Part 7 of the CCPA. Section 6-1-110(2) also allows the Attorney General to accept voluntary payment from the 1906 Parties of any costs of investigation and any action or proceeding by the Attorney General.

V. CONSIDERATION

31. The Parties enter into this Assurance for the purpose of compromising and resolving all disputed claims and to avoid the expense of protracted litigation. This Assurance does not constitute an admission by the 1906 Parties of any violation of the CCPA, nor shall it be construed as an abandonment by the Attorney General of his claims that the 1906 Parties have violated the CCPA.

32. The 1906 Parties, collectively, shall make the following payments to the Attorney General:

- a. On or before September 15, 2025, the 1906 Parties shall pay a total of five thousand dollars (\$5,000.00) to the Colorado Department of Law.
- b. On or before December 1, 2025, the 1906 Parties shall pay a total of forty-five thousand dollars (\$45,000.00) to the Colorado Department of Law. The 1906 Parties shall have the option to defer all or a portion of the payment due under this

subparagraph until no later than August 1, 2026 provided they give written notice of their intent to do so on or before December 1, 2025.

- c. On or before December 1, 2026, the 1906 Parties shall pay a total of fifty thousand dollars (\$50,000.00) to the Colorado Department of Law.
- d. On or before December 1, 2027, the 1906 Parties shall pay a total of one hundred thousand dollars (\$100,000.00) to the Colorado Department of Law.
- e. On or before December 1, 2028, the 1906 Parties shall pay a total of one hundred thousand dollars (\$100,000.00) to the Colorado Department of Law.
- f. On or before December 1, 2029, the 1906 Parties shall pay a total of one hundred thousand dollars (\$100,000.00) to the Colorado Department of Law.

33. Payment may be in the form of a wire transfer, certified check, cashier's check, or money order. Checks or money orders must be made payable to the "Colorado Department of Law," shall reference "In the Matter of Nuka Enterprises LLC et al." and shall be delivered to: Colorado Department of Law, c/o Miriam Burnett, 1300 Broadway, 9th Floor, Denver, CO, 80203. Payments made in the form of a wire transfer must be at least \$10,000.00. Information regarding wire transfers shall be coordinated with the Colorado Department of Law. All payments under paragraph 32 are to be held, along with any interest thereon, in trust by the Attorney General to be used in the Attorney General's sole discretion for reimbursement of the Attorney General's actual costs and attorneys' fees, the payment of restitution, if any, and for future consumer fraud or antitrust enforcement, consumer education, or public welfare purposes.

34. Due to the public interest nature of the Attorney General's claims in this matter, the 1906 Parties hereby specifically agree and stipulate that any monetary obligation imposed hereunder constitutes a debt for a fine, penalty, or forfeiture payable to and for the benefit of a

governmental unit, is not compensation for actual pecuniary loss, and is specifically non-dischargeable under 11 U.S.C.A § 523(a)(7).

VI. FURTHER ASSURANCES OF THE 1906 PARTIES

35. The duties, responsibilities, burdens, and obligations undertaken in connection with this Assurance shall apply to the 1906 Parties, and any of their principals, officers, directors, agents, employees, representatives, successors, affiliates, subsidiaries, contractors, and assignees.

36. The injunctive terms contained in this Assurance are entered pursuant to C.R.S. § 6-1-110.

A. Compliance with Law

37. The 1906 Parties shall comply with the CCPA with respect to any future business operations, of any kind or character whatsoever, being conducted in the state of Colorado. This includes any provisions of the CCPA specifically referenced in this Assurance, as well as any others which are not referenced herein or included in the CCPA at a later date.

38. The 1906 Parties agree that consistent with the requirements of the CCPA, they shall not make a misrepresentation that is capable of misleading the 1906 Parties' consumers or fail to state a material fact if that failure is capable of misleading the 1906 Parties' consumers, regarding the properties of its Cannabis products that have not been independently verified as truthful and accurate.

39. The 1906 Parties agree that consistent with the requirements of the CCPA, they shall not make any misrepresentation about the source, quality, characteristics, benefits, and/or ingredients of its Cannabis products contained on its websites, product packaging, or other communications made available, published, and/or distributed to consumers.

40. The 1906 Parties, and their subsidiaries and affiliates, shall comply with all applicable provisions of any local, state, or federal law applicable to their business operations that are within the scope of this Assurance.

B. Cessation of Cannabis Operations in the State of Colorado and Right to Resume Cannabis Operations Upon Certain Conditions

41. The 1906 Parties are enjoined from operating any business in the state of Colorado engaged in the sale of any Cannabis products, which includes both marijuana and hemp products, of any kind or character. Upon satisfaction of the following conditions, the 1906 Parties may resume the sale of Cannabis products to Colorado consumers:

- (a) Any such product must be legal under the laws, rules, and regulations of the state of Colorado, including any state agency with jurisdiction over the import, manufacture, storage, assembly, handling, distribution, or sale of any type of Cannabis product;
- (b) Payment of all money due and owing to the Attorney General under Paragraph 32 of this Assurance; and
- (c) An additional payment to the Attorney General that must be made based on the following payment schedule:
 - a. If a payment of one-hundred fifty thousand dollars (\$150,000.00) is made then the right to resume sales of Cannabis products can resume, but in no event may such sales resume earlier than January 1, 2027; OR
 - b. If a payment of one-hundred thousand dollars (\$100,000.00) is made then the right to resume sales of Cannabis products can resume, but in no event may such sales resume earlier than January 1, 2028; OR

- c. If a payment of seventy-five thousand dollars (\$75,000.00) is made then the right to resume sales of Cannabis products can resume, but in no event may such sales resume earlier than January 1, 2029; OR
- d. If a payment of five thousand dollars (\$5,000.00) is made on or before November 1, 2025, then the right to resume sales of Cannabis products can resume no earlier than January 1, 2030 (This is in addition to the \$5,000.00 payment due on or before September 15, 2025, as referenced in paragraph 32(a) of this agreement). If this \$5,000.00 is not made by November 1, 2025, then 1906 Parties must make a payment of fifty thousand dollars (\$50,000.00) to resume sales of Cannabis products no earlier than January 1, 2030.

C. Placement of “No Sales to Colorado” Statement on Websites

42. The 1906 Parties agree to include the following message: “No Sales to Colorado” on their websites for as long as they are barred from sales pursuant to Section B.

D. No Disallowed Health Claims

43. The 1906 Parties are permanently enjoined from making any health claims related to Cannabis products marketed and sold to consumers online which violate any applicable state and/or federal laws, rules or regulations.

E. No Promotion to Minors

44. The 1906 Parties are permanently enjoined from publishing or otherwise promoting any content related to the marketing of their Cannabis products that references the use of Cannabis products by minors under the age of 21, which includes, but is not limited to, the use of the term “Young Adults.”

F. Notice of Future Recalls to Be Placed on Websites and Social Media Pages

45. In the event any recall is issued related to any Cannabis product being sold by the 1906 Parties from any website, the 1906 Parties agree to place notice of such recall on any websites from which the recalled product was sold.

G. Establishment of Recall Customer Support

46. In the event any recall is issued related to any Cannabis product being sold by the 1906 Parties from any website, the 1906 Parties agree to establish a dedicated email address and/or phone number, which shall be published on any websites from which the recalled product was sold from for consumers to contact the 1906 Parties to obtain further information related to the product being recalled.

H. Issuance of Apology Statement

47. Within seven days of executing this Assurance, the 1906 Parties agree to publish to consumers via their website (<https://1906dispensary.com>) and the social media accounts specified below the following quote from Peter Barsoom as CEO of the 1906 Parties: “We’ve always believed that great products should improve people’s lives. When we learned that Midnight Drops wasn’t meeting that standard for everyone, we realized we had let our customers down. We are sorry that we didn’t act faster and communicate better with both our customers and regulators. That’s not who we are, and it’s not acceptable. We made the difficult decision to discontinue a product that wasn’t meeting our standards for customer safety. Every product we make today reflects what we learned from this experience - that nothing matters more than the trust and wellbeing of the people who use our products.” The above statement shall be published as follows:

- a. The front page of 1906dispensary.com page for 60 days; and
- b. Instagram Highlight for 30 days on the 1906 Parties’ Instagram account “@1906newhighs”.

I. “Notice of Change of Address

48. Peter Barsoom shall notify the Attorney General via the email addresses listed below of any change of residence within 30 days of that change.

J. No Use of Third Parties or Persons to Violate the Terms of this Assurance

49. Neither Peter Barsoom, nor any other officer, owner, director, manager or employee of the 1906 Parties, shall use any third persons or parties to violate the terms and conditions of this Assurance. This includes, but is not limited to, the use of any other associated entities or businesses to engage in any conduct that is not in full compliance with this Assurance, such as the use of any alternate spellings or change in the classification or type of entity for any entity named or included in the 1906 Parties. This further includes using any third-party social media accounts that are reposted to any of the 1906 Parties’ accounts that would violate the terms of this Agreement.

VII. RELEASE

50. The Attorney General acknowledges by his execution hereof that this Assurance constitutes a complete settlement and release of all claims under the CCPA on behalf of the Attorney General against the 1906 Parties with respect to all claims, causes of action, damages, fines, costs, and penalties that were asserted or could have been asserted under the CCPA for the conduct described in this Assurance, which arose prior to the Effective Date and relates to or is based upon the acts or practices that are the subjects of this Assurance, including, without limitation, acts or practices: (i) that the 1906 Parties or their attorneys disclosed to the Attorney General during the course of his investigation; (ii) set forth in any Civil Investigation Demand Letter(s) issued by the Attorney General to the 1906 Parties; (iii) set forth in any settlement outline(s) issued by the Attorney General to the 1906 Parties; or (iv) any other investigation by the Attorney General related to the 1906 Parties that occurred on or before the Effective date, whether

or not such investigation is specifically outlined in this Assurance. The Attorney General agrees that, except as provided in the following paragraph, he shall not proceed with or institute any civil action or proceeding under the CCPA against the 1906 Parties for any conduct or practice prior to the Effective Date that relates to the subject matter of this Assurance.

51. Notwithstanding any term of this AOD, any and all of the following forms of liability are specifically reserved and excluded from the release contained herein:

- a. Any criminal liability that any person or entity, including Defendants or any Released Party, has or may have to the State of Colorado;
- b. Any civil or administrative liability that any person or entity, including Defendants and those working in conjunction with Defendants, may have to the State of Colorado under any statute, regulation, or rule not expressly released here, including but not limited to:
 - i. State or federal antitrust violations;
 - ii. State or federal securities violations; or
 - iii. Federal, state, or local tax liability.

52. Nothing herein precludes the Attorney General from enforcing this Assurance, or from pursuing any law enforcement action under the CCPA with respect to the acts or practices of the 1906 Parties not covered by this Assurance or any of the 1906 Parties' acts or practices after the Effective Date. Nothing herein shall be construed to be a waiver or limitation of the 1906 Parties' legal rights, remedies, or defenses in connection with any claim, matter, or suit related to the subject matter of this Assurance other than an action by the Attorney General to enforce the provisions of this Assurance.

VIII. ENFORCEMENT

53. The obligations set forth in this Assurance are continuing.

54. The Parties consent to venue and jurisdiction for any proceeding necessary to enforce the terms of this Assurance within the District Court of Denver County, Colorado.

55. A violation of any terms of this Assurance shall constitute a prima facie violation of the CCPA under C.R.S. § 6-1-110(2). If the Attorney General believes that the 1906 Parties have violated any term of this Assurance, the Attorney General shall be entitled to file a civil action pursuant to § 6-1-110(2) of the CCPA and seek an injunction or other appropriate relief from such court to enforce provisions of this Assurance.

56. In any such action, upon the Attorney General showing, by a preponderance of the evidence, a material violation of this Assurance by the 1906 Parties, the 1906 Parties stipulate to: (1) an immediate and uncontestable judgment in the amount of six-hundred thousand dollars (\$600,000.00), , plus any amounts not yet paid described in paragraph 32 above; and (2) an order converting this Assurance into a permanent injunction against the 1906 Parties. Any additional payments made pursuant to this paragraph are to be held, along with any interest thereon, in trust by the Attorney General to be used in the Attorney General's sole discretion for reimbursement of the Attorney General's actual costs and attorneys' fees, the payment of restitution, if any, and for future consumer fraud or antitrust enforcement, consumer education, or public welfare purposes.

57. The Attorney General may seek, and the Court may enter, any additional remedies, including but not limited to additional monetary remedies, that are deemed proper. The 1906 Parties agree to waive any counterclaims that they may have had with respect to the subject matter of this Assurance and agree to limit any defenses to: (1) whether a violation has occurred; and (2) the remedies for the violation. Provided, however, the Attorney General shall notify the 1906

Parties at least ninety (90) days in advance of any such filing and the Parties agree to meet and confer and engage in good faith negotiations to attempt to address the Attorney General's concerns.

IX. MISCELLANEOUS PROVISIONS

58. This Assurance is the final, complete, and exclusive statement of the Parties' agreement on the matters contained herein, and it supersedes, terminates, and replaces any and all previous negotiations, agreements, and instruments as may exist between the Parties. Other than any representation expressly stated in this Assurance, the Parties have not made any representations or warranties to each other, and no Party's decision to enter into this Assurance is based upon any statements by any other Party outside of those in this Assurance. No change or modification of this Assurance shall be valid unless in writing and signed by all Parties. If any provision(s) of this Assurance is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

59. This Assurance shall neither create nor waive or otherwise affect any private rights or remedies of any third parties nor waive any rights, remedies, or defenses of the Parties with respect to any third parties. Under no circumstances shall this Assurance or the name of the Attorney General or any of the Attorney General's employees or representatives be used by the 1906 Parties or any person under their direction or control to suggest the Attorney General's endorsement of the 1906 Parties' past, present, or future conduct.

60. Nothing herein relieves the 1906 Parties of their duty to comply with all applicable laws, regulations, or rules of the State of Colorado nor constitutes authorization by the Attorney General for the 1906 Parties to engage in acts and practices prohibited by such laws.

61. The 1906 Parties acknowledge that it is the Attorney General's position that an agreement restraining certain conduct by a party does not prevent the Attorney General from

addressing later conduct that could have been prohibited, but was not, in the earlier agreement, unless the earlier agreement expressly limited the Attorney General's enforcement options in that manner. Therefore, nothing herein shall be interpreted to prevent the Attorney General from taking enforcement action to address conduct occurring after the Effective Date that the Attorney General believes to be in violation of the law. The fact that such conduct was not expressly prohibited by the terms of this Assurance shall not be defense to any such enforcement action.

62. The terms and provisions of this Assurance may be enforced by the current Colorado Attorney General, and by any of his duly authorized agents or representatives, as well as by any of his successors-in-interest, and by any of his successors-in-interest's agents or representatives.

63. Pursuant to C.R.S. § 6-1-110(2), this Assurance shall be a matter of public record.

64. The 1906 Parties acknowledge that they had a full opportunity to review this Assurance and consult with legal counsel regarding it. The undersigned representatives of the 1906 Parties agree and represent that they have read and understood this Assurance, accept the legal consequences involved in signing it, and that there are no other representations, agreements, or understandings between the Attorney General and the 1906 Parties that are not stated in writing herein.

65. This Assurance may be signed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute the Assurance. Electronic copies of this Assurance and the signatures hereto may be used with the same force and effect as an original.

X. NOTICE

66. All notices regarding this Assurance shall be sent by certified mail, return receipt

requested or reputable overnight delivery service (e.g. FedEx, UPS) at the addresses set forth below unless any Party notifies the other Parties in writing of another address to which notices should be provided:

Peter Barsoom
321 West 13th Street, Apt 5C, 10014
New York, New York 10014

With copies to legal counsel by Regular U.S. Mail and email:

First and Fourteenth
Attn: Christopher O. Murray, chris@first-fourteenth.com
2 N. Cascade Ave., Suite 1430
Colorado Springs, Colorado 80903

If to the Attorney General:

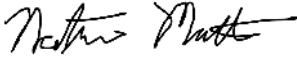
Colorado Attorney General
1300 Broadway, 9th Floor
Denver, Colorado 80203
Attn: Nathan Mattison, Assistant Attorney General II, nathan.mattison@coag.gov
Attn: Ryan S. Miller, Assistant Attorney General II, ryan.miller@coag.gov

[Signatures appear on the following page(s)]

STATE OF COLORADO:

**PHILIP J. WEISER,
ATTORNEY GENERAL**

By:



Nathan Mattison
Assistant Attorney General II
Attorney Reg. No. 59034
Date: 9/19/25



Ryan Miller
Assistant Attorney General II
Attorney Reg. No. 59026
Date: 9/19/25

THE 1906 PARTIES

By: 

Name: Peter Barsoom, in his individual
capacity

Date:

Nuka Enterprises, LLC

By: 

Name: Peter Barsoom

Title: CEO

Date: 9/15/2025

Sima Sciences, LLC

By: 

Name: Lamia McKearn

Title: Managing member

Date: 9/15/2025

Nuka Properties, LLC

By: 

Name: Peter Barsoom

Title: CEO

Date: 9/15/2025

By: 

Chris Murray, Attorney Reg. No. 39340
Attorneys for 1906 Parties