

**BEFORE THE CANNABIS CONTROL DIVISION
OF THE REGULATION AND LICENSING DEPARTMENT
FOR THE STATE OF NEW MEXICO**

IN THE MATTER OF:

Embargo Notice and Order No. 2026-003

Rescue Refinery, LLC

License No.: MICB-2024-0087

Through Jonathon Wayne Cain, Authorized Representative

**AGREEMENT FOR VOLUNTARY RELINQUISHMENT AND CONSENT TO
DESTRUCTION OF EMBARGOED CANNABIS PRODUCTS**

This Agreement ("Agreement") is entered into by and between the Cannabis Control Division ("CCD") and Enforcement Bureau ("EB") of the New Mexico Regulation and Licensing Department ("RLD") and Rescue Refinery, LLC ("Licensee"), collectively the "Parties," for the purpose of resolving the disposition of cannabis product(s) subject to Embargo Notice and Order No. 2026-003 through the Licensee's voluntary relinquishment and consent to destruction of the cannabis product(s) addressed herein.

I. PROCEDURAL POSTURE

1. On March 20, 2026, the CCD and EB issued Embargo Notice and Order No. 2026-003 ("Embargo") concerning certain cannabis product(s) located at 6814 Academy Parkway West NE, Albuquerque, New Mexico 87109, pursuant to Section 26-2C-43 NMSA 1978.
2. Copies of the Embargo were sent via email and certified mail to the registered agent and the last known address of Rescue Refinery, LLC and its controlling person, with a last attempted delivery date of March 27, 2026.
3. Section 26-2C-43(I) NMSA 1978 provides that a licensee aggrieved by an embargo may request an administrative hearing within ten calendar days from the date the embargo was executed.
4. No request for administrative hearing was received within the statutory period following service of the Embargo.
5. On May 22, 2026, the CCD issued a Notice of Determination to Rescue Refinery, LLC regarding the Embargo.
6. CCD and EB have determined that the embargoed cannabis product(s) identified in Embargo Notice and Order No. 2026-003 are illegal, adulterated, or dangerously or fraudulently misbranded, as outlined in the Embargo, and are subject to condemnation proceedings pursuant to Section 26-2C-43(J) NMSA 1978.

7. Section 26-2C-43(J) NMSA 1978 provides that when the determination is made that an embargoed or seized cannabis product is illegal, adulterated, or dangerously or fraudulently misbranded, the division shall petition the district court for condemnation of the cannabis product.

II. WAIVER, RELINQUISHMENT, AND CONSENT TO DESTRUCTION

For the purpose of resolving the disposition of the embargoed cannabis products, the Licensee knowingly and voluntarily:

1. Consents to destruction of the embargoed cannabis product(s) identified in Embargo Notice and Order No. 2026-003 pursuant to this Agreement;
2. Waives any objection to the destruction of the embargoed cannabis product(s) by the CCD and EB;
3. Voluntarily relinquishes all right, title, ownership interest, possession, and claim to the embargoed cannabis product(s);
4. Agrees not to contest or challenge the destruction authorized by this Agreement in any administrative or judicial proceeding; and
5. Acknowledges that this Agreement is entered knowingly, voluntarily, and without coercion.

III. CONSENT TO DESTRUCTION

1. The Licensee consents to the destruction of the embargoed cannabis product(s) identified in Embargo Notice and Order No. 2026-003 pursuant to the Licensee's voluntary relinquishment and consent set forth in this Agreement.
2. The Parties acknowledge that Section 26-2C-43(K) NMSA 1978 provides:

"If the district court orders condemnation, the department shall destroy the cannabis product at the licensee's expense."

3. The Licensee acknowledges and agrees that the Licensee may be responsible for costs associated with the destruction of the embargoed cannabis product(s).
4. Any movement, transport, storage, or destruction of embargoed cannabis product(s) pursuant to this Agreement shall be documented in the state inventory tracking system and conducted in accordance with applicable CCD requirements.

IV. NO ADMISSION

This Agreement does not constitute an admission of liability, violation, or wrongdoing by the Licensee, except that the Licensee acknowledges and consents to the destruction of the embargoed cannabis product(s) pursuant to this Agreement.

V. RESERVATION OF AUTHORITY

Nothing in this Agreement limits the authority of the CCD or EB to pursue additional enforcement action authorized under the Cannabis Regulation Act for conduct or violations materially independent of the embargoed cannabis product(s) addressed in this Agreement.

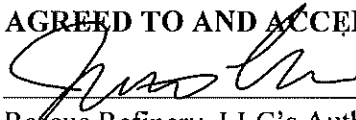
VI. EFFECTIVE DATE

This Agreement shall not become effective unless and until it is executed by both the Licensee and the CCD and shall remain in effect unless terminated by written agreement of the Parties or as required by law.

VII. AUTHORITY TO EXECUTE AGREEMENT

The undersigned representative of the Licensee represents that they possess authority to execute this Agreement on behalf of the Licensee and to relinquish the embargoed cannabis product(s) identified herein.

AGREED TO AND ACCEPTED BY



Rescue Refinery, LLC's Authorized Representative

06/17/2026

Date

APPROVED AND ACCEPTED BY THE CANNABIS CONTROL DIVISION OF THE NEW MEXICO REGULATION AND LICENSING DEPARTMENT

By: 

Name: Todd Stevens
Title: Director, Cannabis Control Division
Date: 7/8/26
